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Tuesday, 26th February, 2013.

BURNS

My Ref: PB01213,
 Your Ref:

Claim Number: PR090110.

Lancashire Combined Fire Authority-v-Paul Peter Burns

8th Resolution Mechanism-A Settlement Proposal.

Dear Chief,

I am using the privileges of my Rank to address this communication directly to you. I assume since your recent appointment that you have received a comprehensive legal brief in respect of the 'legacy' of this debacle which your forebear Mr.Holland left for you.

His Honour Judge P.Butler on the ultimate day of the recent Trial over which he presided explored with me my current attitude to the resolution of the CFA's debacle. I was able to confirm that my attitude has remained unchanged, and unchanging, since its inception in 2008.

Indeed on the 26th May 2008 I wrote the following to the newly elected Leader of the LCC who is also my Divisional County Councillor Mr. G.Driver and political Leader of the ruling party on the CFA...

"It remains my firm belief that this fiasco can be resolved by all persons of goodwill and common-sense but as you have already demonstrated by your immediate response this needs urgent political action with dialogue to implement an immediate moratorium which restores income to those suffering financial hardship, then we can all patiently work at a resolution to a serious problem not of our making.

Calm and mature round table political evaluation of this entire issue is the initial route followed by an immediate moratorium. This is the proper legal two way street of opportunity to resolution."

Furthermore I have since the 24th January 2008 made 7 other proposals of resolution directly to the CFA all of which were snubbed without acknowledgement or the courtesy of a reply, hence the numerical title of this communication.

Once more at this 11th hour I urge you to take positive leadership to resolve the CFA's expensive fiasco which continues to wilfully impose hardship on myself and other disabled Fire Service Veterans and their families. Respectable and respectful people for whom you have a personal and moral responsibility of special pastoral care. Presumably the De La Salle Brothers taught you that in their lessons on morality as did the Christian Brothers to me?

Once more, in good faith, I attach for your attention my *outline* proposals for resolution. It is my desire that I receive an acknowledgement and response from you directly not later than 6th March 2013, if only to save the Court and HHJ Butler more wasted time on this matter.

I await your response.

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26 FEB 2013

PB01213 8th Resolution Mechanism

OFFICE SERVICES

Yours Sincerely,

Paul P Burns

Paul P. Burns. GIFireE
 Divisional Fire Officer (Rtd)

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8th Resolution Mechanism - A Settlement Proposal.

1. Correct the Defendant's ill-health pension since its inception in 1997 using suitably qualified independent actuaries(at the cost to the Claimant) to ensure accuracy since it became clear at Trial that none of the staff of the LFRS or its contractors the LCC LPS are suitably qualified or competent to do so.
2. In this matter HHJ Butler passed the Defendant's ill-health pension correction Application to the Claimant's in evidence, for checking, correction (if any), and response to the Court and one presumes the Defendant;
3. Pay the Defendant's ill-health gratuity entitlement which has never been paid with 15+ years interest using County Court compound interest;
4. Restore with immediate effect and repay in full the Defendant's Injury Award using County Court compound interest and reimburse all monies withheld since 1st July 2008;
5. Repay incorrectly deducted REA from the Defendant's Injury Award since 31st March 1999 and pay all monies that are owing to him using County Court compound interest; the interest claimed pursuant to the Court of Appeal case he has adduced, so that all is simply made to be what it ought to have been from the start but for the Claimant's mistakes;
6. Otherwise, but 'without prejudice' in absence of a settlement by mid-day 6th March 2013, when this offer is withdrawn, the Defendant, conscious that any settlement is a burden on the public purse and none of those whose misconduct has given rise to the Defendant's claims, or this ill-founded action, will in any way make any contribution under civil law, the Defendant hereby offers to settle all other matters counterclaimed in excess of £400,000 and interest, for a nominal sum of £50,000, being the equivalent defamation 'fast track' award a Judge may make to the Defendant for the actual losses suffered which include public damage and humiliation to his good name and the name of his family; to commercial losses to his company and damage to his reputation as an international author of note, losses which are detailed in the Schedule of Losses submitted by Order to the Court.
7. In the event of settlement the Defendant will abandon all or any claim for aggravated and/or exemplary damages arising from the CFA's misconduct in public office, misconduct which the Honourable Court may most severely and publicly mark if it is so minded in its final Judgement should ultimately no settlement be reached.
8. In the event of settlement and as a term thereof, the Claimant to render to the Defendant, in full and complete detail by 15th March 2013, his pension account showing a full and accurate working since 1997, including index linking and interest to be paid at 8% compound on each matter of debt arising; and to make payment in full and final settlement thereof to the Defendant by mid-day 27th March 2013, with a re-statement of his current pension entitlement.
9. Should the Claimant decline to settle on what, save a nominal sum which is no more than his bare and proper entitlement, denied him solely by the Claimant's negligence, failures in duty and bad faith, and in settling for mere restitution the Defendant will bear in mind that if the Claimant persists in acting in the bad faith, which has so marked their past misconduct, the Defendant's claim for aggravated and/or exemplary damages will stand and the Court, this Court, or another whether in this immediate jurisdiction or not, will be asked to take note of such further misconduct.

10. The Defendant's sole concern is Justice and he does not consider it would either be right or proper to have to take further proceedings to settle what is now before the Court but he will unhesitatingly do so in the pursuit of Justice if he finds it necessary for any reason whatsoever.

11. The Claimant to bear the Court and their own costs and the Defendant to bear his own personal costs as he has done so throughout.

Delivered by hand to Court and the CFA on this date.

CC His Honour Designated Circuit Court Judge P. Butler.