



client had to devote to these matters by reason of your clients' wrongful acts, your clients protestations in relation to the expenses and time involved in making the limited discovery ordered ring rather hollow. This is particularly so in circumstances where your client has already amassed much of the relevant documentation on foot of discovery orders made in other proceedings brought against it concerning the said drug.

Our client does not accept in making the offer in your letter of the 7<sup>th</sup> inst. your client is motivated by concerns as to our clients financial well being but rather our client views same as a cynical attempt on the part of your client to avoid a public trial in relation to its wrongful conduct concerning the drug Roaccutane.

We should also point out that the threat contained at the end of your letter to the effect that your clients reserve the right to rely on your letter in these proceedings in the event of the offer not being accepted by our client has no basis in law. This veiled threat contained in your letter appears to us to be ineffective on a number of grounds including: -

- (a) The said letter does not constitute either a lodgement or tender within the context of these proceedings;
- (b) The writing of such a letter or reliance on same in these proceedings on any issue as to costs is not provided for by statute or the Rules of Court;
- (c) On a very basic level the letter does not have any effect as it contains no offer of a specific sum in settlement of these proceedings. We were about to furnish you with particulars of special damages and these are enclosed by way of separate correspondence.

For the above reasons our client is not prepared to accept the offer as set out in the terms of your letter of the 7<sup>th</sup> inst.

Yours faithfully  
IVOR FITZPATRICK & COMPANY

*Ivor Fitzpatrick & Company*  
SUSAN R. STAPLETON