

therefore at large and will in my view be assessed by the judge as a round sum aiming at an overall figure which the judge thinks represents a reasonable assessment of the size of the sum which should be given to reflect the gross and illegal intrusion into Mr Taylor's private and professional life and the defendants' motives in making this intrusion.

16 There are no precedents for awards of damages in such cases and analogies with other causes of action are unhelpful. Damages in libel cases reflect the effect of the publicity given to the false allegations. Here there was none. Damages in a conventional breach of confidence case reflect either the commercial value of the information or the personal hurt its exposure has caused. Here again, there is no exposure save to the extent that Mr Taylor establishes that the way his friends, family and colleagues behave towards him has changed. The reality is that such evidence is likely to establish little alteration in patterns of conduct save possibly for a short period after Mr Mulcaire's activities became public. Accordingly, any rational assessment of damages leads to a relatively small sum. I share with my instructing solicitors the view that such a conclusion is improbable. The court is bound to wish to mark its disapproval of the defendants' conduct by awarding a substantial sum by way of damages.

17 In these circumstances it is impossible to arrive with any certainty at the likely level of damages which will be awarded. My view is that the court might award a sum at any level from £25,000 to £250,000 or possibly even more, although I think this extremely unlikely. My best guess is that the award will be either about £100,000 or about £250,000 depending upon the personal reaction of the judge who hears the claim. These are to my mind the sorts of figure which are likely to commend themselves to a judge trying to reflect both disapproval and deterrence. Regrettably, I do not see how one can provide any more precise assessment at this stage.

Tactics

18 I do not think that the level of damages at which a judge will ultimately settle can be predicted with any certainty. It follows that all my client can do is make commercial calculations about the risks and benefits of adopting any particular position. It is therefore necessary to consider whether the claimant will settle if offered enough money or whether he wants his day in court (as he now says although did not originally). It is also in my view necessary to consider the extent to which admissions of liability can or should be made both to mitigate NGN's attempt to defend a claim the court will consider indefensible and to minimise the likelihood of harmful publicity.

19 I have specifically been asked to advise whether the present Part 36 Offer of £150,000 should be increased. In my view it probably should unless NGN is prepared to risk some form of public trial although I recognise that this is a very finely balanced decision and it might be sensible at least to defer an increased offer until the defence has been amended as I suggest below. Mr Taylor originally

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