Jerusalem, 13th November, 2008

To: Ms Janet Joyce
The International Journal of Speech, Language and the Law
Equinox Publishing Ltd
Unit Six, The Village
101 Amies Street
London SW11 2JW
England

WITHOUT PREJUDICE

BY EMAIL ONLY TO: JJOYCE@EQUINOXPU SUB.COM

Dear Sirs

Re: “Charlatantry in forensic speech science: A problem to be taken seriously”

Dear Ms Joyce

Thank you for your letter of yesterday (12th November, 2008) and for its constructive tone.

Our Clients, having considered your offer, wish to respond constructively to it so that this situation may be resolved without the need for legal action. Further, they note that, as of the date of this letter, no reference to the Article remains on your web-
site (for example, it no longer appears in the table of contents at http://www.equinoxjournals.com/ojs/index.php/IJSLL/issue/view/512; and the page on which its abstract used to appear (www.equinoxjournals.com/ojs/index.php/IJSLL/article/viewArticle/3775) now redirects to the Journal's 'homepage' without explanation).

In the light of the above, they have instructed us to make the following counter-offer:

1. You agree that neither reference to the Article, nor the Article itself, will be reinstated to your website.

2. You agree to publish a statement (i) in a prominent place in the December, 2008 print edition of the Journal; and (ii) on the Journal’s homepage at http://equinoxjournals.com/ojs/index.php/IJSLL/index, http://www.politicaltheology.com/ojs/index.php/IJSLL/index and any other mirror-URLs, to state as follows (or agreed words to similar effect):

“In the December, 2007 edition of the International Journal of Speech, Language and the Law an article was published which made serious allegations concerning Mr Amir Liberman and Nemesisco, Ltd. We now accept that these allegations were largely unfounded and defamatory and withdraw them unreservedly. In addition we apologise for any distress and embarrassment caused by their publication.”

3. If our Clients decide to provide one, you agree to publish a letter (of up to 750 words) from them in the December, 2008 edition of the Journal, setting out their objections to the article in question. The letter shall be published materially unamended.

4. You agree to make a donation to a suitable charity of our Clients’ choice in lieu of our Client’s legal costs.

Our Clients have indicated that the above is the minimum they are willing to accept. While they are willing to negotiate over the wording of the statement and the letter, and the amount of the charitable donation, they are unwilling to negotiate over the principle of any.

Given, not least, that we imagine that the deadline for the December, 2008 edition of the Journal is imminent, we look forward to your urgent response. In the meantime, as before, all of our Clients’ rights are fully reserved and nothing in this letter should or may be construed or interpreted as exhausting or derogating from any rights our Clients may have, as an admission of any fact or as a waiver of any claim.

Yours faithfully,

Messrs E.S. Shimron, I. Molho, Persky & Co.