

THE FACTS

I. THE CIRCUMSTANCES OF THE CASE

5. The applicant is a limited company registered in Sweden.

6. In 1986 the applicant company sued company X. for breach of contract and requested SEK 609,000 in compensation. The District Court (*tingsrätten*) in Malmö rejected the claim but, upon appeal, the Court of Appeal (*hovrätten*) of Skåne and Blekinge awarded the applicant company SEK 442,942. Company X. appealed to the Supreme Court (*Högsta domstolen*) which, in 1992, quashed the Court of Appeal's judgment and upheld the District Court's judgment. Before the District Court and the Court of Appeal, the applicant company was represented by lawyer A. However, after the oral hearing in the Court of Appeal, the applicant company made it clear that it had lost confidence in A., who accordingly resigned from the case. During the proceedings before the Supreme Court, the applicant company was represented by another lawyer.

Sic! 7. On 7 June 1993 the applicant company sued A. before the District Court of Ängelholm, claiming that she had been negligent while representing it before the District Court and the Court of Appeal. In particular, she had failed to invoke a standard contract ("EÅ 85") as a ground for their claim. It demanded that A. pay it SEK 1,478,054 (approximately EUR 161,000) in compensation. A. contested the allegations and insisted that she had carried out her assignment with proper care. Both parties, in particular the applicant company, submitted extensive pleadings and documents, and the court held three oral preparatory meetings with the parties. Following each of these meetings, more submissions were made by the parties, and efforts were made to find a theme on which the District Court could issue an interim judgment (*mellandom*). However, these efforts failed. Furthermore, in submissions to the District Court between September and December 1995, both parties revoked their witnesses, leaving only the applicant company's owner and A. to be heard at the main hearing. Sic!

8. On 22 and 23 January 1996 the District Court held an oral hearing on the merits of the case and, on 23 February 1996, it rejected the applicant company's claim. It gave detailed grounds for its judgment. In its conclusion, the court stated, *inter alia*, that it found that A. had not been negligent in any of the respects referred to by the applicant company. On the contrary, the examination of the case confirmed that A. had carried out her assignment conscientiously and skilfully.

9. On 14 March 1996 the applicant company appealed against the judgment to the Court of Appeal of Skåne and Blekinge. In May 1996 it supplemented its appeal and submitted new evidence which it requested the

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