

Message

From: Rodric Williams [GRO]
on behalf of Rodric Williams [GRO]
Sent: 05/12/2018 23:29:05
To: Paula Vennells [GRO]; Jane MacLeod [GRO]; Mark R Davies [GRO]; Ailsdair Cameron [GRO]
CC: Mark Underwood1 [GRO]; Melanie Corfield [GRO]; Ben Foat [GRO]; Angela Van-Den-Bogerd [GRO]
Subject: Post Office Group Litigation Update - SUBJECT TO LEGAL PRIVILEGE - DO NOT FORWARD

Post Office Group Litigation - SUBJECT TO LEGAL PRIVILEGE - DO NOT FORWARD

All,

Today our QC David Cavender began closing Post Office's case, which will continue into tomorrow when the trial will conclude.

David covered:

- the Claimants' inadmissible evidence, reliance on which would be an appealable error of law and/or procedure;
- the law on contract interpretation and implied terms, which we say was not addressed by the Claimants but supports our case; and
- the contracts' express terms on liability for losses (see below).

David spent considerable time taking the Judge through our case on the contracts' terms on liability for losses (i.e. the difference between a branch's cash position as it is/found on audit, and as it should be/shown in the Horizon accounts):

- the starting point is that the clauses cannot make a postmaster liable for a loss caused by a bug in Horizon, as any such loss will not have been caused by the postmaster;
- it then falls to the postmaster to show that they should not be liable for a loss, as they are best able to challenge the content of the Horizon account showing the loss given their control over branch activities.

David believes the Judge has understood our case on this important point, such that it does not need to be directly addressed again tomorrow.

Overall, today went well with the Judge engaging in intelligent and respectful debate. David will discuss tomorrow:

- the contracts' express terms for suspending and terminating postmasters;
- the impact of the terms the parties agree are implied into the contracts, i.e. to provide necessary cooperation and not to hinder the other party's performance of the contract;
- the terms the Claimants want to imply into the contracts, which will include a discussion on the "relational contract" issue; and
- the role of the law of agency in the postmaster relationship.

The Judge has also said he will discuss listing a formal Case Management Conference (i.e. hearing with the Judge) to discuss the "Third Trial" after David has finished making his arguments.

Kind regards, Rod



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Rodric Williams

Head of Legal - Dispute Resolution & Brand
 20 Finsbury Street
 London EC2Y 9AQ

T: [GRO]
 E: [GRO]