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*Bond Dickinson***INITIAL COMPLAINT REVIEW AND MEDIATION SCHEME
SETTLEMENT ANALYSIS****Background Information**

Applicant details	Claim no.	M003
	Name	Peter Anthony Holmes
	Branch	Jesmond Post Office
Loss position	Branch loss	£49,096.16
	Date of loss	September 2008
	Debt position	Loss repaid
	Consequential losses claimed	<ul style="list-style-type: none"> i. Unquantified compensation for loss of POL wages; ii. Unquantified compensation for "trauma". iii. Unquantified compensation for "damage to reputation"; and iv. Unquantified compensation for sentence (curfew) following criminal conviction.
Contract / termination position	SPMR / employee / other	Officer in Charge (employee) but connected to case M021 (brought by the Subpostmaster)
	Former or current SPMR?	Former Officer in Charge
	Termination route	Unclear from documentation – the Applicant was employed by the Subpostmaster as the Officer in Charge and so termination was outside of Post Office's control.
	Termination date	Unknown.
Applicant position	Bankrupt / IVA?	Not as far as we are aware.
	Prosecuted?	Yes
	Outcome of criminal prosecution	Convicted (following guilty plea)
	Civil proceedings?	No
	High profile media / MP case?	Yes - http://www.thejournal.co.uk/news/north-east-news/post-master-peter-holmes-tried-4463566
	Professional advisor	Denise Jackman, Mckeags (Solicitor)

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*Bond Dickinson***Bond Dickinson Legal Analysis****Legal risk adjusted claim value**

£0.00 - POL should not make any settlement payment to the Applicant.

Legal analysis of branch losses

Legal factor	Legal risk (0% = no risk to POL)	Legal risk adjusted claim value
Claim value Post Office has not sought payment of the losses from the Applicant – the Subpostmaster, rather than the Applicant (Officer in Charge) is liable.	0%	£0
Has the claim already been barred / determined so that legal proceedings cannot be brought against POL? Yes – any claim would be time barred due to events taking place 2007 to September 2008 – see additional notes.	0%	£0
Responsibility for loss No evidence of failure in Horizon or POL procedures. Applicant has failed to provide new argument or evidence as to why the losses occurred or to show that POL was at fault.	0%	£0
Other legal issues None		

Legal analysis of consequential losses resulting from termination

Legal factor	Legal risk (0% = no risk to POL)	Legal risk adjusted claim value
Value of claim based on Applicant's figures Unquantified loss of earnings Unquantified compensation for “trauma” Unquantified compensation for “damage to reputation” Unquantified compensation for sentence (curfew) following criminal conviction	0%	£0

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Are the claimed consequential losses recoverable at law? Damages would not be recoverable from POL for loss of earnings – the Applicant was employed by the Subpostmaster. Damages are not recoverable for emotional distress or anguish.	0%	£0
Has the claim already been barred / determined so that legal proceedings cannot be brought against POL? Yes – any claim against POL would be time barred due to events taking place in 2007 to September 2008 – see additional notes.	0%	£0
Is there the possibility of an unlawful termination claim because the Applicant's contract was not terminated on the required notice under his contract of service? The Applicant was employed by the Subpostmaster as an Officer in Charge and did not therefore have a contract with POL.	0%	3 months' salary
Was contract termination unlawful? Unknown (see above)	0%	£0
Is there evidence that the Applicant could have "sold" his / her branch as a going concern if given 3 months' notice? N/A	0%	£0
Other legal issues The Applicant was successfully prosecuted. This means that he cannot bring a claim against POL for malicious prosecution but can bring a claim against the state for wrongful imprisonment. Nevertheless should POL offer any concessions to the Applicant, this may place his employing subpostmaster at risk of a claim under the Applicant's employment contract with that subpostmaster.		

Suitability for mediation

This case is not suitable for mediation as the Applicant:

- was convicted of false accounting (following a guilty plea);
- has failed to provide any evidence that faults with Horizon were to blame for the losses;
- has failed to provide any other evidence that POL had contributed or caused the losses;
- [the claim is time barred so no civil remedy is available to the Applicant];
- POL will not be making a financial settlement, therefore mediation should be avoided to prevent 'raising the hopes' of the Applicant in relation to receiving a cash settlement from POL.

Bond Dickinson contact

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Additional Notes

We have asserted that there is a time bar defence. In fact, this defence will only apply from the end of September 2014 (6 years after the last incident in September 2008). Given that this case is unlikely to be considered before that point, we consider it appropriate to assume that a time bar defence will apply.

Advice qualifications

1. This advice has been produced by applying the principles set out in the Advice from Linklaters dated 20 March 2014.
2. No further legal analysis of the underlying legal principles has been carried out, in particular we have not considered any other possible legal bases for the Applicant's claims including without limitation malicious prosecution, defamation, malicious falsehood, breach of confidence, tortious causes of action or privacy law.
3. Our advice is based on only the information in the Applicant's Case Questionnaire Response, the Post Office Investigation Report and Second Sight's Case Review Report. Our advice does not factor in the possibility of further information being available at a later date that may change our analysis.
4. We have not considered the Applicant's appetite or capacity to bring proceedings against POL or any of the "other" factors set out in the settlement mandate.
5. We have not considered any criminal law issues or whether any conviction / sentence may be unsafe. We have assumed that there are no criminal law risks unless such risks have been previously highlighted by Cartwright King.
6. We have applied a de minimis threshold to legal risk. Where the legal risk is very small (less than 20%) we have recorded this as 0% in our analysis.

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*Bond Dickinson***Post Office Settlement Mandate****Legal risk adjusted claim value**

£0.00

Other settlement factors

Factor	Adjustment	Adjusted settlement threshold
Legal risk adjusted claim value		
Other admissions of fault by POL There is no evidence that POL is at fault in respect of this case.		
PR / media implications Case has been reported in the media.		
Applicant expectations / experience from any previous negotiations We are not aware of any previous negotiations that have taken place .		
Criminal case – need to protect safety of convictions The Applicant was convicted of false accounting following a guilty plea		
Actual cost of settlement to POL The Applicant has not repaid the losses – as an Officer in Charge (rather than a Subpostmaster), he was not liable to repay the losses.		
Risk of future litigation / court costs There is no indication that the Applicant would seek to litigate this matter given that (a) he has been convicted of a criminal offence (following a guilty plea) and (b) any civil claim would be time barred		
Cost savings through early settlement		
Other factors		
General benefit of resolving cases		

Mandated financial settlement range**Alternative / additional non-financial settlement proposals that can be offered****Other matters****Approved for mediation**

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Post Office Approval

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Name:

Date: