

From: "Parsons, Andrew" [GRO]
To: "arobinson" [GRO]
Cc: "rsmith" [GRO] [GRO] "Lorraine, Paul" [GRO]
"Porter, Tom" [GRO]

Subject: Bates v Post Office

Date: Tue, 24 May 2016 07:15:53 +0100

Importance: Normal

Attachments: Subpostmaster_Contract_(1994).DOC; letter_to_bond_dickinson.pdf; annex.pdf;
Part_1_Report.PDF

Inline-Images: image001.jpg; image002.jpg; image003.jpg

Tony

Thanks for your time on Friday. I'm not sure if Rob has passed on POL's decision to you yet but, in short, they would like to instruct you.

We're putting together some files of background documents for you. However, a couple of urgent points have come up on which I should be grateful for your input – hence this email.

Urgent matters

To help with the points below, I've attached:

- a) The standard subpostmaster contract (Section 12 is the key bit)
- b) Second Sight's Part One Report - this sets out in a neutral fashion a description of how Post Office operates. Although this is a Second Sight document, Post Office accepts that the matters described in this document are broadly correct (which is a result of Bond Dickinson ghost writing large parts of this document on Second Sight's behalf!)

1. Limitation

Given the age of the cases, there are clearly some limitation issues in these proceedings. Mainly the limitation issues will be against the Claimants but, in a few cases, POL arguably has outstanding debt claims against some postmasters. These debt claims arise from losses found in a postmaster's branch that the postmaster has never repaid. Post Office has not yet decided whether to advance these debts as counterclaims.

As a general rule of thumb, we are taking the postmaster's termination date as the date from which limitation runs. Theoretically, the start date could be sooner eg. if a loss accrued 2 months before termination, then arguably time runs from the loss date and not the termination date. Often the loss date and termination date are nearly the same as it is the discovery of a large loss that leads to an immediate termination.

Putting aside this nuance, the two cases below have, according to POL's records, outstanding debts to POL. Both are cases that went through the Mediation Scheme but did not settle. Based on their termination dates, their limitation deadlines are fast approaching. Post Office wishes to preserve its claims against these two postmasters so that it at least has the option to advance them later.

The question on which I should be grateful for your thoughts is whether Freeths' Claim Form is sufficient to stop the clock running on POL's debt claims? Or whether POL should be issuing protective proceedings of its own? There are obviously risks in relying on the Freeths Claim Form, not least because they may never serve it and if it is not served POL will lose its protection.

Would you mind giving this some thought and then perhaps we can discuss this afternoon? I apologise for the short notice – if this is not possible, please say.

Name	Termination Date	Outstanding Debt	Conviction	Notes
Pamela Stubbs	08.06.10	£33,519	No	Becomes Time Barred: 06.06.2016

Name	Termination Date	Outstanding Debt	Conviction	Notes
Graham Howard	28.05.10	£45,850	Yes	Becomes Time Barred: 26.05.2016 the Applicant has signed a letter of undertaking promising to repay it out of the proceeds of a sale of her business premises

GLO issues

We have received the attached letter from

Freeths regarding the issues they want covered by the GLO. They have invited us again to "agree in principle" to the making of a GLO. Generally speaking, POL has no objection to a GLO (or any other sensible case management step) – we are not looking to be obstructive. However, so far we have gently resisted agreeing to a GLO on the grounds that the claims lack particulars and so we're not entirely sure what would be covered by a GLO and what effect it would have.

I'm conscious that you're nowhere near yet close enough to the case to advise on the merits / scope of a GLO but I'd just like to talk though how we should respond to Freeths so that we keep our options open until we've settled on a wider plan of action.

General instructions

After we've tackled the above points, we'll get over to you a proper pack of background documents. Our aim is to give you a flavour of the issues being faced by POL: from the broad attacks by the media / MP pressure through to the micro matters that could be raised in any given case. The documents should be with you later this week.

I'd be grateful if you could review the documents with a view to advising on 3 points:

1. How to deal with GLO / procedural issues?
2. A tactical approach the whole litigation (eg. how to deal with limitation issues, criminal cases, etc).
3. A preliminary view on the merits / risks around the contractual / implied duty arguments (which I see as being the foundation on which the rest of the litigation is founded).

Once, you've had a chance to consider, I'd be grateful if we could setup a conference in chambers with Post Office at your earliest convenience next week.

I'm conscious that, even having read the documents, you will likely still have lots of questions. If that is the case, I suggest that you and I just have a meeting / call sometime before the main conference and you can fire questions at me (I've been working on this matter for 3 years so I have a fair amount of background knowledge in my head).

Kind regards
Andy

Andrew Parsons
Partner

Bond Dickinson

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