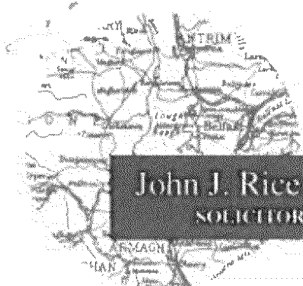


Tue 27/4
MM



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Our Ref:

Your Ref:

JM/MP/CRIM

19th April 2004

Faxed to: **GRO**

Faxed on 20-04-04

The Crown Court Section
Laganside Courthouse
45 Oxford Street
BELFAST

Dear Sir/Madam.

Re; Alan McLaughlin – Bill No: 125/04

Please find enclosed defence statement.

Yours faithfully

GRO
JOHN J. RICE & CO.
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Enc..

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R -v- ALAN McLAUGHLIN

DEFENCE STATEMENT

**Served pursuant to section 5 of the Criminal Procedure and
Investigations Act 1996**

Background:

The defendant faces 15 allegations of false accounting contrary to Section 17(1)a of the Theft Act (Northern Ireland) 1969.

The offences are alleged to have occurred on various dates between 13th December 2000 and 26th July 2001 in the County Court Division of Belfast.

At the time, the defendant was working in his capacity as a sub-postmaster at the Brookfield Post Office, Tennent Street, Belfast.

Admissions / denials:

The defendant accepts that during the relevant time he was working in his capacity as a sub-postmaster at the Brookfield Post Office, Tennent Street, Belfast.

The defendant was a self-employed individual operating under a franchise agreement with, at that time, Consignia from July 1999 until July 2001. The premises from which the business was operated were the subject of a 5-year lease held by the defendant.

The defendant did not work at the premises after July 2001. However, he allowed the premises to be used for the purposes of running a post office until the business ceased trading in February 2002.

It is understood that the post office business was deemed no longer financially viable by February 2002. It is also understood that significant and unexplained losses were still surfacing in the business after July 2001 when the defendant ceased having any direct role in it.

The defendant accepts that he amended and altered certain documents, as detailed in his interviews. The full extent of the defendant's case is set out in his interviews, the particulars of which can be referred to.

However, the defendant denies that he amended and altered the said documents dishonestly or that he was motivated by dishonesty.

He further denies that he was acting, whether as alleged or at all, with a view to gain by himself or another.

Specifically, the defendant denies that he intended to cause loss to another, or that such loss was caused to another.

The defendant would say that his only intention was to balance the accounts in the business and that his actions were actuated by no improper motive.

The defendant denies that he caused a loss to the post office to the value of £10,288.47. He would say that the charges in the indictment do not reflect this value and this figure has been arrived at by taking all of the input errors for the given period and attributing them to the defendant. The defendant would say that a large number of these identified transactions have not been carried out by him. Further, these transaction errors may have been rectified at a later stage.

The defendant would say that the conduct alleged by the Crown, the totality of which is not accepted in any event, does not make out the 15 charges of false accounting contrary to Section 17(1)a of the Theft Act (Northern Ireland) 1969.

Points taken issue with:

The defendant takes issue with the evidence of the prosecution witnesses in this case insofar as they tend to suggest, imply or infer that the defendant engaged in false accounting contrary to Section 17(1) a of the Theft Act (Northern Ireland) 1969, whether as alleged or at all, save unless stated otherwise in this statement. In particular, the denies that he amended and /or altered the said documents:

- (i) dishonestly or that he was motivated by dishonesty,
- (ii) with a view to gain by himself or another,
- (iii) intending to cause loss to another, or
- (iv) such that a loss was caused to another.

The defendant would take issue with any Crown evidence that would tend to suggest, imply or infer that his intention was not to balance the accounts in the business and / or that his actions were actuated by an improper motive.

The defendant only accepts such alteration or amendment of documentation as is disclosed in his interviews and only to the manner and extent that this is detailed in his interviews.

The defendant takes issue with any assertion that he caused a loss to the post office to the value of £10,288.47, as particularised above.

The defendant would say that he had experienced difficulties in balancing the accounts from the time that he took over the franchise. He believes that this may have been largely the fault of the accounting system and/or equipment that he was obliged to use. The system rarely, if ever, balanced and was always prone to error.

The defendant would say that the Post Office (Consignia) was aware of account balancing problems and errors in the system that the defendant was experiencing. The Post Office sent in people to try to help the defendant with the problems that he was experiencing, but the problems were never remedied and the source of the problems was never discovered.

Furthermore, the defendant takes issue with the manner in which he was interviewed.

The defendant requires any further material to be disclosed that assists with his defence as now disclosed. Any material that undermines the credibility or reliability of the witnesses in the case, or the allegations made should be disclosed forthwith. In particular, and without prejudice to the generality of the foregoing, the defendant requires to be disclosed:

- (a) Any and all information, in whatever form recorded, indicating a version of events inconsistent with the Crown case and consistent with the defendant's innocence;
- (b) Any other notes, documentation or memoranda relating to the incident or the investigation thereof;
- (c) Any and all records compiled by the investigating officer, including the officer's report on the incident;
- (d) Full audit reports for the business for audits carried out prior to 26th July 2001;
- (e) Full details of audit and findings for audit carried out on 26th July 2001, if any;
- (f) Full details of trial balances retained by the post office, not already disclosed;
- (g) Full history and details of accounts / reports submitted by the defendant for the period relevant to the charges, whether submitted automatically by computer or otherwise;
- (h) Any relevant reports and assessments retained by the post office relating to Brookfield post office;
- (i) Details of trading after the defendant ceased having any direct role in the business (including details of any significant and unexplained losses and / or balancing problems and / or other accounting errors that were present);
- (j) Any and all documentation or material, in whatever format, showing or tending to show that the defendant had ongoing difficulties in balancing the accounts from the time that he took over the franchise;
- (k) Any and all documentation or material, in whatever format, showing or tending to show that the computer operating system that the defendant was obliged to use was prone to error and / or faults (not limited only to faults

experienced by the defendant but also general reported or discovered faults across the system as experienced by other post-office franchises in a position similar to the defendant.

- (1) Any and all documentation or material, in whatever format, showing or tending to show that the post office (Consignia) was aware of all of the account balancing problems and errors in the system that the defendant was experiencing.

The defendant serves this defence statement to satisfy the statutory requirements placed upon him by Section 5(6) of the Criminal Procedure and Investigations Act 1996. The defendant reserves his Convention rights and challenges the compatibility of the Act with his Convention rights.

The defendant reserves the right to amend or alter this statement as and when full disclosure and particularisation is made by the Crown.

Signed .

GRO

Dated ... 20 / 4 / 04

This defence statement is served by John J Rice & Co Solicitors for the defendant of 9-11 Crumlin Road, Belfast

