

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No: HQ05X02706

Master
the **day of November 2006**

BETWEEN:

POST OFFICE LIMITED
Claimant/Part 20 Defendant

-and-

LEE CASTLETON
Defendant/Part 20 Claimant

**DRAFT/
TERMS OF ORDER
BY CONSENT**

UPON APPLICATION by the Claimant and the Defendant by agreement in writing

AND UPON the Claimant and the Defendant having agreed to the terms of this Order

BY CONSENT IT IS ORDERED that:

1. The Counterclaim be dismissed.

2. All further proceedings on the Claimant's claims herein against the Defendant be stayed upon the terms set out in the attached Schedule signed by the parties, except for the purpose of enforcing those terms, for which purposes the parties have permission to apply.

3. The Defendant do pay to the Claimant its costs to date of and occasioned by the Claim and the Counterclaim, such costs to be assessed if not agreed:
 - a. On the standard basis up to and including 26 January 2006; and
 - b. On the indemnity basis from 26 January 2006 onwards.

4. The Defendant do by 4pm on [DAY AND DATE 21 DAYS LATER] make an interim payment of £30,000 on account of the Claimant's costs, such payment to be without prejudice to the Claimant's entitlement to apply subsequently for a further payment on account of its costs.

5. For the purposes of CPR Part 47 these proceedings be treated as concluded and pursuant to CPR Part 47.1 the Claimant's costs are to be assessed immediately.

We consent to the making of an
Order in the above terms

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Order in the above terms

.....
Solicitors for the Claimant/
Part 20 Defendant

.....
Solicitors for the Defendant/
Part 20 Claimant

Dated.....2006

Schedule to Tomlin Order in Claim No: HQ05X02706

The Claimant and the Defendant agree the following terms in full and final settlement of the claims made by the Claimant against the Defendant.

1. The Defendant do by 4pm on [DAY AND DATE 21 DAYS LATER] pay to the Claimant the sum of £25,858.95.
2. The Defendant do pay interest of [INSERT] on the sum of £25,858.95 from 23 March 2004 until [DAY AND DATE 21 DAYS LATER] and on any outstanding balance thereafter at the rate of 1% above the base rate of the Bank of England applicable from time to time during that period.
3. The Claimant do within 14 days of the date of this Order send to the Defendant a letter in the form attached hereto.
4. The Defendant do within 14 days of the date of this Order send to the Claimant a letter in the form attached hereto.
5. The Defendant undertakes to the Claimant that he will neither repeat his allegations about the Horizon system nor make any further allegations about the Horizon system or its functioning.

Signed.....
Bond Pearce LLP

Solicitors for the Claimant/
Part 20 Defendant
Ballard House
West Hoe Road
Plymouth PL1 3AE

Ref: SJD3/348035.134

Signed.....
Rowe Cohen

Solicitors for the Defendant/
Part 20 Claimant
Quay House
Quay Street
Manchester M3 3JE

Ref: MDT.113969

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Ballard House
West Hoe Road
Plymouth PL1 3AE
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Solicitors for the Claimant/Part 20
Defendant