



**POST OFFICE GROUP ACTION**

**LEGALLY PRIVILEGED AND CONFIDENTIAL**

**FOR DISCUSSION**

**PROPOSED LIST OF GENERIC ISSUES WITNESSES CAN COMMENT ON:**

**1. ANGELA VAN-DEN-BOGERD – GENERAL OVERVIEW OF POST OFFICE'S BUSINESS AND HOW IT WORKS**

1. An overview of:
  - 1.1 the Post Office business, the Post Office network, its scale and complexity, its funding and the economics of its operation;
  - 1.2 Post Office's (relevant) key relationships (not limited to clients and Subpostmasters) and the (relevant) commercial and political forces operating on it requiring constant review / improvement / change. [This should be kept brief – can we include some redacted sample contracts with third parties?]
  - 1.3 Post Office's business has to adapt its (relevant) practices and (relevant) products / services over time to take account of various changes, including in technology, commercial practices, consumer preferences and government policy.
  - 1.4 Post Office's policies regarding:
    - (a) having a wide geographical spread of branches (and why);
    - (b) maintaining continuity of service to customers (and why); [our interest in these first two sub-sub-paras is in whether we can show that it was not in PO's interests to be trigger-happy in terminating SPMRs]
    - (c) the varieties of branches in operation (and why);
    - (d) the nature of the products / services sold by the various categories of branches in operation (and why);
    - (e) the opening hours of these various categories of branches (and why).
  - 1.5 The network reinvention, network transformation and other similar programmes (which arguably reflect a desire to give Subpostmasters security of tenure / a right to compensation for loss of office).
  - 1.6 The financial position of the Post Office network, including the financial predicament the network would be in if it were saddled with the extra costs that would be required if the claimants' case on true construction, implied terms etc were upheld (e.g. abandoning uniformity in favour of an Athenian democracy where each Subpostmaster has a say in how Post Office operates its business and/or a right to complain/compensation when anything is changed).
  - 1.7 The NFSP; its constitution and independence; its relevant role (particularly in relation to determining / varying the terms of the Subpostmaster contracts, the fees payable to Subpostmasters, the products and services offered by various parts of the Post Office network, the operational procedures to be followed by Subpostmasters and the rights and responsibilities of Subpostmasters).

3. Why was it commercially necessary / inevitable for Subpostmasters to be responsible for the assistants who worked for them (especially c.f. cases on absentee SPMRs, and people/ entities running multiple branches)\*? (NB: on the claimants' case, is an absentee Subpostmaster who employs a manager to manage his branch hardly responsible for anything done at his branch? Should we specifically address Sabir's claim?) \*
- 3.4 Why do people apply to become Subpostmasters? How are vacancies advertised (including (a) for Subpostmaster appointments at existing branches and (b) for new branches)? Is it seen as a valuable / profitable thing to do, and why? Include statistics regarding how many applicants are successful?4.1 the clauses that are challenged by the claimants1 (a) to be part of the Subpostmaster contracts and (b) to have the meaning and effect we contend for. Why the business would be impossible to run otherwise.
- 4.1 The clauses that are challenged by the claimants (a) to be part of the Subpostmaster contracts and (b) to have the meaning and effect we contend for. Why the business would be impossible to run otherwise.
- 4.2 Post Office to have the wide rights / powers / discretions it has under the SPMC and the NTC
- 5.1 If the implied terms alleged by the claimants were upheld by the court (consider each implied term separately and include aspects such as the need to react flexibly to the range of situations that might arise). As part of this, evidence on the consequences for Post Office's business of this litigation – and the overly-cautious approach it has forced Post Office to adopt to enforcement of its contractual rights.
- 5.2 If the constructions of particular clauses alleged by the claimants were upheld by the court (consider each relevant clause separately and include aspects such as the need to react flexibly to the range of situations that might arise).
- 5.3 If the clauses that are challenged by the claimants were struck down / held to be unenforceable by the court (consider each relevant clause separately and include aspects such as the need to react flexibly to the range of situations that might arise).
- 5.4 If the other points complained about by the claimants (e.g. a Subpostmaster's responsibility for the training and conduct of his assistants, the application of agency / accounting rules to Subpostmasters who have signed off on accounts concealing losses, a strict approach to false accounting etc) were invalidated or modified.
7. The nature and extent of the alleged "investments" that Subpostmasters were required to make in order to secure appointment, and what Post Office knew about those "investments" and their costs (including the 25% deduction from remuneration that Bates paid in his first year). Must all or any of them be regarded as investments in long term relationships and must Post Office have known that they were so regarded? Are any relevant statistics available? [To be covered both by generic and lead claimant-specific evidence.]
12. Why was it commercially necessary / inevitable for Subpostmasters to be responsible for the assistants who worked for them\* (especially c.f. cases on absentee SPMRs, and people/ entities running multiple branches)?
13. How branches work in practice, including:
- 13.7 Whether Subpostmasters are in a good position to monitor and detect incompetence / dishonesty in their assistants – and if not, why not.
- 13.8 The extent to which Post Office necessarily relies on the accurate reporting of accounts, transactions and stock held at branches.
- 14.6 In relation to what matters was Post Office reliant on Subpostmasters and what would be the consequence if Subpostmasters let Post Office down:

- (a) Did not follow relevant operational procedures?
  - (b) Did not train assistants well or employed incompetent assistants?
  - (c) Did not explain problems properly to the helpline etc?
  - (d) Quality of transaction data typed into Horizon?
  - (e) Quality of accounts submitted to Post Office (effect of concealing shortfalls by false accounts etc)?
  - (f) Relevant statistics?
- 14.7 Did Post Office have 14.7 to have T&C in its Subpostmasters in order for the commercial relationship to function?
- 14.8 Did Subpostmasters have to have T&C in Post Office in order for the commercial relationship to function?
15. Was personal service ever required of Subpostmasters? Address those specific lead cases where documents were provided which appear to provide for personal service. Explain the holiday substitute allowance system, why it exists and how it works.
16. Products and services, including:
- 16.1 How the system works – including Post Office doing deals with clients, the basic economics of these deals and of the parts of the network / types of branches that provide particular categories of products / services, the policies applied in and effort that goes into deciding which parts of the network / types of branches in which areas can offer which products / services and why (in the whole network's interests etc).
- 16.2 Why it is commercially necessary / inevitable for there to be variability in the products / services (a) offered generally and (b) offered by any particular types of branches (and why one can't have an Athenian debate every time any branch is required to change or a right to compensation with every change).
- 18.6 No reason why Post Office/Fujitsu staff might:
- (b) Seek to falsely find a Subpostmaster liable for a shortfall?

## 2. NICK BEAL / STUART BARCLAY – THE SPMR CONTRACTS

- 3.1 The various different contract documents used, their nature and scale. How and why they are like that, how and why they have changed over time and why these things are inevitable. Who drafted them.? Are they poorly drafted and if so why (including the use of old forms which refer to documents no longer in use etc)?
- 3.2 The various different manuals/operational instructions documents used and specific instructions issued (e.g. instructions by the regional general manager etc), their nature and scale. How and why they are like that, how and why they have changed over time, and why these things are inevitable. Who drafted them.? Are they poorly drafted and if so why?
- 3.3 How replacement Subpostmasters are selected and when they are appointed to different branches etc. How effort and cost is devoted to the process of seeking and selecting new Subpostmasters and (where applicable) new branches, and why.
- 6.6 Before contracting, what information did Post Office provide to potential Subpostmasters about relevant things [we are interested in evidence demonstrating that prospective SPMRs would

have been aware of the factual matrix facts we rely on, including, but not limited to, those referred to at para 76 and 93 of our Generic Defence], including:

- (e) the practical implications of those obligations / rights / clauses (e.g. the nature, scale, complexity, quality of drafting and difficulty of the various manuals and other instruction and guidance documents which Subpostmasters were required to keep up to date and comply with – and why this was nonetheless necessary).
15. Was personal service ever required of Subpostmasters? Address those specific lead cases where documents were provided which appear to provide for personal service. Explain the holiday substitute allowance system, why it exists and how it works.

### 3. JOHN BREEDEN – APPOINTMENT OF SPMRS AND OPERATION OF BRANCHES

- 2. Any facts that demonstrate that Post Office would or could not have agreed had it been asked (a) to accept the implied terms alleged by the claimants, (b) to accept clauses with the constructions alleged by the claimants, and (c) to omit the clauses challenged by the claimants. This would include matters covered by 1\*\* above, but could include other matters, such as whether any of these points were ever debated with the NFSP. \*[NB: need to be careful about how this is framed – don't want to set this up as the territory to be fought over, thereby implicitly conceding that this might be the correct test.]
- 3.4 Why do people apply to become Subpostmasters? How are vacancies advertised (including (a) for Subpostmaster appointments at existing branches and (b) for new branches)? Is it seen as a valuable / profitable thing to do, and why? Include statistics regarding how many applicants are successful?4.1 the clauses that are challenged by the claimants1 (a) to be part of the Subpostmaster contracts and (b) to have the meaning and effect we contend for. Why the business would be impossible to run otherwise.
- 3.5 Other relevant statistics, including how many Subpostmasters are terminated on notice (and why), how many are terminated summarily (and why), how often it is that, after terminating a Subpostmaster, Post Office does not select the potential Subpostmaster who has agreed to buy the outgoing Subpostmaster's branch,; and how often it is that, after terminating a Subpostmaster, Post Office has to find a completely new branch in the area.
- 6.1 The various stages of the onboarding procedure, who did what and when and why.
- 6.2 The business plan and other information required of potential Subpostmasters and why.
- 6.3 The matters generally discussed at the interview stage – what policies/ guidance were in place.
- 6.4 The policies applied and effort made in ensuring relevant information and contract / operational documents were provided to Subpostmasters, and why (in Post Office's interests).
- 6.5 The policies applied and effort made in ensuring that the right person was appointed as Subpostmaster.
- 6.6 Before contracting, what information did Post Office provide to potential Subpostmasters about relevant things [for this and 6.7, we are interested in evidence demonstrating that prospective SPMRs would have been aware of the factual matrix facts we rely on, including, but not limited to, those referred to at para 76 and 93 of our Generic Defence], including:
  - (a) the information provided to potential Subpostmasters regarding the fees and remuneration payable at the relevant branch.\*
  - (b) the nature of the Post Office/Subpostmaster relationship and how it worked in practice (including the degree of communication, cooperation and predictable performance required and whether trust and confidence was required, particularly after the

- introduction of Horizon. Also including no personal service and responsibility for assistants and accounts);
- (c) the nature and extent of the key obligations imposed on Subpostmasters, and the nature and extent of the key rights conferred on Post Office etc (includes the obligations and rights / powers / discretions about which the claimants complain in paras 51-62 of the GOPC); [NB: we should trawl
  - (d) whether specific rights / obligations / clauses were drawn to potential Subpostmasters' attention and whether Post Office suggested that they take legal or other advice;
  - (e) the practical implications of those obligations / rights / clauses (e.g. the nature, scale, complexity, quality of drafting and difficulty of the various manuals and other instruction and guidance documents which Subpostmasters were required to keep up to date and comply with – and why this was nonetheless necessary).
- 6.7 Before contracting, what information would Post Office expect potential Subpostmasters to receive or learn about from other sources.?
- 6.8 Before contracting, what contract and operational documents did Post Office provide to Subpostmasters?
- 6.11 Before contracting, what contract and operational documents did Subpostmasters typically receive or learn about from other sources?
- 6.12 Before contracting, what did Post Office tell Subpostmasters about the nature and scale of the risks they were taking, about specific Subpostmaster obligations or Post Office rights and about the desirability of talking legal or other advice etc? What did Subpostmasters learn from other sources?
- 6.13 How Subpostmasters were selected (e.g. idiots rejected, people who could not manage businesses rejected, people who could not manage and train staff rejected, and unviable business plans rejected – but note that these business plans were based on the products / services offered at the branch and the fees paid at the branch not changing after appointment).
7. The nature and extent of the alleged “investments” that Subpostmasters were required to make in order to secure appointment, and what Post Office knew about those “investments” and their costs (including the 25% deduction from remuneration that Bates paid in his first year). Must all or any of them be regarded as investments in long term relationships and must Post Office have known that they were so regarded? Are any relevant statistics available? [To be covered both by generic and lead claimant-specific evidence.]
- 9.4 The policies applied in deciding whether extra training would be provided if a Subpostmaster requested it. How much discretion was involved?
- 13.6 The level of control / information that Post Office has over / about assistants employed by Subpostmasters.
- 14.6 In relation to what matters was Post Office reliant on Subpostmasters and what would be the consequence if Subpostmasters let Post Office down:
- (a) Did not follow relevant operational procedures?
  - (b) Did not train assistants well or employed incompetent assistants?
  - (c) Did not explain problems properly to the helpline etc?
  - (d) Quality of transaction data typed into Horizon?

- (e) Quality of accounts submitted to Post Office (effect of concealing shortfalls by false accounts etc)?
- (f) Relevant statistics?
- 14.7 Did Post Office have to have T&C in its Subpostmasters in order for the commercial relationship to function?
- 14.8 Did Subpostmasters have to have T&C in Post Office in order for the commercial relationship to function?
- 15. Was personal service ever required of Subpostmasters? Address those specific lead cases where documents were provided which appear to provide for personal service. Explain the holiday substitute allowance system, why it exists and how it works.
- 17 Investigations (needs to be v high level), including:
  - 17.1 The myriad of different circumstances which might call for an investigation and who would typically perform it – including evidence going to the test cases.
- 20 Suspension, including:
  - 20.1 Post Office's policies and practices on when and why to suspend Subpostmasters.
  - 20.2 Given the nature and scale of the Post Office business, the substantial assets held by Subpostmasters and the substantial transactions Subpostmasters are responsible for, it is commercially necessary to have this sort of power to suspend exercised in this sort of way.
    - (a) withholding remuneration during suspension (note that the SPMC is different from the NTC on this issue – any evidence on why this difference exists?);
    - (b) deciding whether to repay remuneration after the end of suspension; and
  - 20.4 Relevant statistics on suspension, withholding and repaying remuneration, and temporary Subpostmasters?
- 21 Summary termination for cause, including:
  - 21.1 Post Office's policies and practices on when and why to terminate Subpostmasters summarily.
  - 21.4 Relevant statistics on summary termination?

#### **4. SARAH RIMMER – SPECIFIC INFO ON PROCESS OF APPOINTING SPMRS**

- 3.4 Why do people apply to become Subpostmasters? How are vacancies advertised (including (a) for Subpostmaster appointments at existing branches and (b) for new branches)? Is it seen as a valuable / profitable thing to do, and why? Include statistics regarding how many applicants are successful?
- 6.1 The various stages of the onboarding procedure, who did what and when and why.
- 6.7 Before contracting, what information would Post Office expect potential Subpostmasters to receive or learn about from other sources.?
- 6.8 Before contracting, what contract and operational documents did Post Office provide to Subpostmasters?

- 6.11 Before contracting, what contract and operational documents did Subpostmasters typically receive or learn about from other sources?
- 6.12 Before contracting, what did Post Office tell Subpostmasters about the nature and scale of the risks they were taking, about specific Subpostmaster obligations or Post Office rights and about the desirability of talking legal or other advice etc? What did Subpostmasters learn from other sources?
- 6.13 How Subpostmasters were selected (e.g. idiots rejected, people who could not manage businesses rejected, people who could not manage and train staff rejected, and unviable business plans rejected – but note that these business plans were based on the products / services offered at the branch and the fees paid at the branch not changing after appointment).
7. The nature and extent of the alleged “investments” that Subpostmasters were required to make in order to secure appointment, and what Post Office knew about those “investments” and their costs (including the 25% deduction from remuneration that Bates paid in his first year). Must all or any of them be regarded as investments in long term relationships and must Post Office have known that they were so regarded? Are any relevant statistics available? [To be covered both by generic and lead claimant-specific evidence.]
- 13.6 The level of control / information that Post Office has over / about assistants employed by Subpostmasters.
15. Was personal service ever required of Subpostmasters? Address those specific lead cases where documents were provided which appear to provide for personal service. Explain the holiday substitute allowance system, why it exists and how it works.

## **5. RACHEL CHARI – SPMR APPOINTMENTS – BUSINESS CASES**

- 6.2 The business plan and other information required of potential Subpostmasters and why.
- 6.7 Before contracting, what information would Post Office expect potential Subpostmasters to receive or learn about from other sources.?
- 6.8 Before contracting, what contract and operational documents did Post Office provide to Subpostmasters?
- 6.11 Before contracting, what contract and operational documents did Subpostmasters typically receive or learn about from other sources?
- 6.12 Before contracting, what did Post Office tell Subpostmasters about the nature and scale of the risks they were taking, about specific Subpostmaster obligations or Post Office rights and about the desirability of talking legal or other advice etc? What did Subpostmasters learn from other sources?
- 6.13 How Subpostmasters were selected (e.g. idiots rejected, people who could not manage businesses rejected, people who could not manage and train staff rejected, and unviable business plans rejected – but note that these business plans were based on the products / services offered at the branch and the fees paid at the branch not changing after appointment).
- 6.14 Relevant statistics, including how sophisticated / unsophisticated Subpostmasters were, how large the turnover and remuneration at their branches was, how many of them had other businesses and how large was the turnover and profits of those other businesses, and how often they were buyers of existing businesses, how much they paid for them and whether they had lawyers acting for them. [Have to consider what might be a good proxy for assessing sophistication]

**6. LEE HEIL – SPECIFIC POINTS ON EXTRA TRAINING REQUESTS**

- 9.5 Whether and in what circumstances Subpostmasters knew that they could request extra training, how they could do so, and whether they would get it if they did so.\*
- 9.4 The policies applied in deciding whether extra training would be provided if a Subpostmaster requested it. How much discretion was involved?

**7. KENDRA DICKINSON - HELPLINE**

- 11. The helpline [again, needs to be v high level], including:
  - 11.1 The policies applied and effort taken in formulating adequate helpline support, in ensuring its consistency and quality across the country, and improving it when problems arise. Why (in Post Office's own interests).
  - 11.2 The nature and extent of the helpline support provided. How well trained were the people on the helpline (i.e. what training was required/ offered), how good were the sources they used to answer questions, and how good was the process for escalating unresolved questions to those who were better able to deal with them.
  - 11.3 How the helpline varied region by region (if at all) and how it varied over time.
  - 11.4 The extent to which the helpline was / would have been / could have been guilty of doing the sorts of things about which complaint is made – e.g. (a) not answering the phone until Subpostmasters give up, (b) not helping with balancing and investigating / disputing shortfalls, (c) advising / instructing Subpostmasters to "get around" Horizon, and (d) advising / instructing Subpostmasters to sign and submit false accounts to Post Office etc.
  - 11.5 Are any of the complaints made about the helpline based on an unrealistic standard?
  - 11.6 Are there any facts we can rely on as demonstrating (a) that "the helpline" was not offered and provided as a service to Subpostmasters and (b) that it was not provided in return for consideration moving from Subpostmasters?

**8. KIM ABBOTS**

- 13 How branches work in practice, including:
  - 13.2 Statistics regarding how much cash and stock branches hold, relative to their size / turnover / profitability?
  - 18.13 Relevant statistics, including the frequency and amounts of shortfalls which are unexplained (in the sense that a specific cause has not been definitively established), the extent to which Post Office insists that Subpostmasters are liable for those shortfalls and the extent to which it does not.

**9. HELEN DICKINSON – FRAUD IN BRANCHES**

- 13.4 The sort of scams that dishonest Subpostmasters and assistants will try, and the practical impact of such scams (how damaging they can be, how hard or easy to detect they are etc).
- 13.7 Whether Subpostmasters are in a good position to monitor and detect incompetence / dishonesty in their assistants – and if not, why not.

- 13.9 The impact of inaccurate accounts / transaction-reporting when seeking to determine when and why losses appearing in branch accounts actually occurred
- 13.11 In the ordinary course of things, do losses occur without loss or error on the part of Subpostmasters or their assistants?
- 17.1 The myriad of different circumstances which might call for an investigation and who would typically perform it – including evidence going to the test cases.
- 18.9 What things could / did Subpostmasters do to conceal shortfall – including putting a blank cheque in the till etc.
- 18.10 The effect of concealing shortfalls / other false accounting – making it virtually or actually impossible to spot when a shortfall arose and thus to identify its cause.

#### **10. MICHAEL SHIELDS – TEMPORARY SPMRS**

- (c) Appointing temporary Subpostmasters and the practical aspects of that – who pays what, whether and to what extent suspended Subpostmasters get remuneration that way etc.
- 20.4 Relevant statistics on suspension, withholding and repaying remuneration, and temporary Subpostmasters?
- 20. (c) appointing temporary Subpostmasters and the practical aspects of that – who pays what, whether and to what extent suspended Subpostmasters get remuneration that way etc.

#### **11. KJETIL FUGLESTAD – ADDITIONAL STATISTICS**

- 6.15 Statistics on proportion of branches being run by corporates/ individuals running multiple branches.

#### **12. MICHELLE STEVENS – DEBT RECOVERY**

- 19. Disputing and demanding payment of shortfalls, including:
  - 19.1 The myriad different contexts in which shortfalls arise and how Post Office deals with those different contexts (when it demands payment, when it accepts that the Subpostmaster is not liable etc).
  - 19.2 The right to dispute shortfalls and how much support is given to Subpostmasters when disputing. Why this support is given (in Post Office's interests etc).
  - 19.3 How the dispute system works, and the circumstances in which Subpostmasters are and are not permitted to dispute without actually paying the shortfall.
  - 19.4 When Post Office concludes the Subpostmaster is liable and demands payment. What happens if a Subpostmaster refuses to accept he is liable for a shortfall which is unexplained, in the sense described above.
  - 19.6 Relevant statistics on asserting Subpostmaster liability and demanding payment for "unexplained" shortfalls?

**ISSUES TO BE ALLOCATED**

- 1.8 How does Post Office factor into its financial forecasts the assumption that some residue of Subpostmasters will commit wrongdoing?
- 6.9 What online materials did Post Office make available?
- 6.10 In the earlier part of the period, what further non-internet resources were provided – e.g. helplines for potential SPMRs?
8. The nature and extent of the “investments” made by Post Office in Subpostmasters. [To be covered both by generic and lead claimant-specific evidence.] Specifically, evidence going to whether Post Office was investing in the relationship with the individual, or in the physical branch (capable of being passed on to the next SPMR). What are the policies on who pays for what building work?
9. Training for Subpostmasters [at a very high level], including:
  - 9.1 The policies applied and effort made in formulating adequate training, in ensuring its consistency and quality across the country, and improving it when problems arise. Why (in the whole network’s interests).
  - 9.2 What initial training was given, what training was given when Horizon was introduced, and what continuing training was given. How this training varied region by region and how it varied over time – particularly with reference to why the number of classroom training days was reduced.
  - 9.3 The extent to which any of the above training covered the issues about which complaint is made – e.g. problems with balancing on Horizon, investigating discrepancies, disputing shortfalls etc.
- 9.6 Are any of the complaints made about training based on an unrealistic standard?
- 9.7 Are there any facts we can rely on as demonstrating (a) that training was not offered and provided as a service to Subpostmasters and (b) that it was not provided in return for consideration moving from Subpostmasters?
10. Training for assistants – see 9 above, mutatis mutandis.
13. How branches work in practice, including:
  - 13.1 What sort of equipment are Subpostmasters required to use, how hard is it to use them, what guidance is available for that purpose (training and manuals). [Do not focus exclusively on Horizon.]
  - 13.3 The economics of Post Office branches (including statistics regarding the turnover / profitability of Post Office branches, the extent to which Subpostmasters operate other businesses from the same site, the relative turnover / profitability of those businesses as compared with the turnover / profitability of the relevant branches, and the extent to which Subpostmasters operate more than one branch).
  - 13.5 The level of control / information Post Office has about the transactions undertaken and the custody and use of its property in branches
  - 13.10 How likely it is that a Subpostmaster will know or be able to find out when and why a loss appearing in his branch accounts actually occurred.
- 14.0 How the relevant aspects of the Post Office/Subpostmaster relationship worked in practice, including:
  - 14.1 What was the necessary scope / degree of communication?

- 14.2 What was the necessary scope / degree of cooperation?
- 14.3 Was "predictable" performance required and if so, what performance had to be predictable and how predictable did it need to be?
- 14.4 How constrained were Subpostmasters in how they conducted operations at their branches – what did the Subpostmaster contract and Post Office's operational instructions require them to do and how much autonomy / discretion was left to them. (Should we also address whether the balance of constraint/autonomy changed much between (a) the period immediately before the introduction of Horizon, (b) the period immediately after the introduction of Horizon and (c) at any later time?)
- 14.5 In relation to what matters were Subpostmasters practically reliant on Post Office and what would be the consequence if Post Office let Subpostmasters down:
- (a) Quality of training?
  - (b) Quality of helpline and other support?
  - (c) Reliability of Horizon?
  - (d) Quality of transaction data / other information that only Post Office had (what was that information – and in what respects, if any, would subpostmasters have relied upon it?).
  - (e) Relevant statistics?
17. Investigations (needs to be v high level), including:
- 17.2 The four or five most common eggs of types of investigation.
  - 17.3 The policies applied and effort taken in ensuring investigations are properly done, and why (in Post Office's interests to get it right etc).
18. The difficulties in ascertaining the causes of unexplained discrepancies, including:
- 18.1 The myriad of different circumstances in which discrepancies can arise.
  - 18.2 Post Office does not know what happened in branch.
  - 18.3 How much information is available in branch and how much information is available to Post Office? Does Post Office have much more information than Subpostmasters? Was the relative availability of information better before the introduction of Horizon?
  - 18.4 Reconciling Horizon data with data from clients, how we know the system is reliable.
  - 18.5 What sorts of information are necessary to identify the causes of shortfalls (scotching the idea that Post Office has a secret magic data tree that explains everything but refuses to look at the tree)? How much of that information (a) is only available to Subpostmasters, (b) is only available to Post Office, (c) is available to both.
  - 18.6 No reason why Post Office/Fujitsu staff might:
    - (a) Seek to alter branch transaction data remotely?
    - (c) Withhold information from a Subpostmaster that would demonstrate the Subpostmaster is not liable for a shortfall?
    - (d) Favour erroneous transaction data from clients over correct transaction data typed into Horizon by branches (possibly by reference to different individual clients).

- 18.7 Transaction corrections, the need for the Subpostmaster to consent to transaction corrections and the transaction data/evidence provided with transaction corrections. Cover transaction corrections within the trading period, transaction corrections after the end of the trading period and transaction corrections more than 42 / 60 days after the relevant transaction.
- 18.8 Balancing Transactions?
- 18.11 Why the true cause is invariably highly likely to be branch error or branch wrongdoing rather than error / wrongdoing within Post Office or Fujitsu or Post Office's clients
- 18.12 The sort of circumstances in which Post Office does not find that the Subpostmaster is liable for the shortfall (when Horizon indicates that he is, or might be, liable).
- 19. Disputing and demanding payment of shortfalls, including:
  - 19.5 Deal with the Bates claim specifically?
- 21. Summary termination for cause, including:
  - 21.2 Given the nature and scale of the Post Office business, the substantial assets held by Subpostmasters and the substantial transactions Subpostmasters are responsible for, it is commercially necessary to have this sort of power to terminate exercised in this sort of way.
  - 21.3 Problem: why does Post Office need all the elaborate rights of termination for cause provided for in the NCT (note the big difference with the termination provision in the SPMC)?
  - 21.5 Deal with the specific lead claimants who were terminated summarily.
- 22. Termination on notice at will, including:
  - 22.1 Post Office's policies and practices on when and why to terminate Subpostmasters on notice.
  - 22.2 Given the nature and scale of the Post Office business, the substantial assets held by Subpostmasters and the substantial transactions Subpostmasters are responsible for, and the need for Post Office to have T&C in its Subpostmaster agents, it is commercially necessary to have this sort of power to terminate exercised in this sort of way
  - 22.3 Problem: why did Post Office only need to a right to terminate on 6 months' notice in the NTC (and even then only after a full year from appointment), when it needed a right to terminate on 3 months' notice in the SPMC?
  - 22.4 Relevant statistics on termination on notice?
  - 22.5 Deal with the specific lead claimants who were terminated on notice?