

**From:** "Parsons, Andrew" <[REDACTED]>  
**To:** "Loraine, Paul" <[REDACTED]>  
**Subject:** RE: LOR [BD-4A.FID26859284]  
**Date:** Thu, 14 Jul 2016 11:54:04 +0000

**Importance:** Normal

**Inline-Images:** image001.jpg; image002.jpg; image003.jpg; image004.jpg; image005.jpg; image006.jpg; image007.jpg

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Comments below in blue

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**From:** Loraine, Paul [mailto:[REDACTED]]  
**Sent:** 13 July 2016 11:51  
**To:** Parsons, Andrew  
**Subject:** RE: LOR [BD-4A.FID26859284]

Andy

Aside from the big gaps on implied terms / fiduciary and tortious duties, here are the points I don't think we have covered. Green highlighting means we are waiting for info from CMS, yellow means Jonny Gribben is investigating.

**Main body of LoC**

- Para 80 – "Horizon itself significantly changed how the claimants were required and able to work in their branches and significantly limited their ability to access, identify obtain and reconcile transaction records and themselves investigate any alleged shortfalls..." Do we want to dispel this myth that life was rosy before Horizon – shortfalls presumably still occurred in the old world? Can we use any stats?

No need to address this – its goes nowhere.

- Para 101.3 – "several instances where claimants under pressure to resign" – we haven't specifically refuted this.

In the Loss section of the LOR we say that there can be no claim where there is a resignation. Can you add a footnote that it doesn't matter what there motivation was for resigning and in any event factually denied.

- Para 101.5 – "several instances of POL not responding to or rejecting applications of prospective purchasers of branches" – again, not specifically refuted

I think we cover this in the Loss section but again add a foot note to clarify that this is irrelevant as POL had no obligation to accept applications

- Paras 117-118 – terms in FJ contract on LADs and retrieval of Horizon data – queries with CMS

- Para 119 – allegations about FJ team in Bracknell (team of 30 plus engaged full time in fire-fighting contact bugs and defects) – this may be part of the section Jonny G is working on
- Para 121 – remote access of data on branch level – with Jonny G

### Questions in Appendix

- Questions 5, 6 and 7 on the OSA are not answered but we are agreeing not to enforce s.16 so these questions fall away **AGREED**
- Question 8 is not answered – were the documents provided by SS returned to BIS? **No they weren't but irrelevant so don't address**

#### **Question 17 on remote access – with Jonny G**

- Question 19 – while we deal with the minutes in respect of the Misra case we don't answer part 2 of the question – whether those minutes were disclosed to any SPMR in the context of an investigation into a shortfall or an enquiry by a SMPR about any such shortfall

**I think we've said enough on this – it's a bad point for them.**

- Question 22 – we don't say whether POL has disclosed any info after a prosecution has concluded which may undermine its prosecution or support the defendant's case.

**I think I addressed this in a footnote in the section on how POL conduct's prosecutions?**

On your point 2 below, Mark and Mel have confirmed that this happened in Jo Hamilton's case. Mel thinks it was an exchange of letters between the lawyers in which the prosecution lawyers accepted Hamilton's lawyers suggestion of dropping the theft charge for a guilty plea to FA on the basis that Hamilton accepted responsibility (ie. did not blame Horizon). I am trying to locate these letters (I've emailed you separately on this in case you've seen them).

POL cannot say whether this promise not to claim H errors was made in other cases in the context of a plea bargain. It is not for us to investigate every criminal case – surely Freeths need to be more specific. **Agreed**

Thanks

Paul

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**From:** Parsons, Andrew [<mailto:>]  
**Sent:** 10 July 2016 13:15  
**To:** Loraine, Paul  
**Subject:** LOR [BD-4A.FID26859284]

**GRO**

Paul

I've sent a re-draft of the LOR to Tony.

Would you mind:

1. Rev-viewing the LOC and checking we have covered every point.
2. Addressing Q16 at the back of the LOC which I don't think we have answered: *"Please confirm if it is correct that some Subpostmasters were required, as part of a plea bargain in criminal proceedings, not to mention potential errors in Horizon publicly, including to the court. If not, please explain whether any materially similar or related undertakings were required."*

A

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