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**Third Letter**

For the Attention of Mr J Hartley  
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**By email only**

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Dear Sirs

**The Post Office Group Litigation**  
**Claim Numbers: HQ16X01238 and HQ17X02637**  
**Schedules of Information**

- 1.1 We write to express our serious concerns about the Schedules of Information (**SOIs**) you provided on 20 June 2017 and to seek your cooperation in dealing with the problems they are creating.
- 1.2 The purpose of the SOIs was to provide our client, your clients and the Court with a sufficient understanding of the nature and features of the claims being brought against our client to enable effective decisions to be made regarding the management of those claims. The SOIs so far provided do not achieve this purpose and we fear that this will also be true of the remaining SOIs due to be served by 6 September 2017.
- 1.3 The SOIs provided so far raise many difficulties, including:
  - 1.3.1 A number of them are contradictory, in the sense that they assert claims / give details which are inconsistent with other claims / details in the same SOI, or which are inconsistent with the claims / details alleged in your clients' Amended Generic Particulars of Claim (**Amended GPOC**).
  - 1.3.2 Imprecise and/or evasive language is used which makes it very difficult and in some cases impossible to make sense of what is being claimed.
  - 1.3.3 In response to many questions in the SOIs, no relevant details are provided at all and, insofar as any details are provided, they are often provided with such brevity that they are of little or no help in understanding the essential features of the claims asserted.

In this regard, we note that 88 of the original 198 Claimants participated in the mediation scheme and have therefore had professional advice, a Post Office investigation report and a Second Sight report on their cases. But even in their SOIs, the details provided are grossly inadequate. Post Office is therefore left not knowing whether these Claimants are asserting the claims they raised in the mediation scheme or different claims raising different issues.

- 1.3.4 In many cases, inadequate or no information has been provided on critical issues such as false accounting, deceit, concealment, harassment, duress or unconscionable dealing. This is despite the Amended GPOC relying heavily on the concept that Post Office behaved oppressively; a theme that runs through all your correspondence with this firm.
- 1.3.5 It was intended that the SOIs would provide Post Office with a fair indication of the value of most of the Claimants' claims and thus a fair idea of the total value of their claims. From the SOIs provided, it is not possible to ascertain even approximate claim values.
- 1.4 We infer from these problems that the SOIs may have been produced with little or no input from, or even review by, your firm. Whether this is the case or not, they are inexcusable. The SOIs are not a mere formality but are important documents and we cannot see how they assist the Court when they are produced in an evasive, imprecise or inconsistent way. By paragraphs 26 and 27 of the GLO, each Claimant was required to submit an SOI which clearly answered the questions asked, provided the details specified in Schedule 3 to the GLO and to confirm their answers and details by a signed Statement of Truth. The primary objective of these requirements was to make it possible for everyone to understand the nature of the claims being brought, the essential features of those claims and the amounts being claimed.
- 1.5 The expectation was that, armed with this understanding, the parties and the Court should be able to organise the claims into classes which can reliably be said to have sufficient similarities that they can be managed together (e.g. by identifying lead Claimants whose claims are representative of a relevant class and/or by identifying common issues raised by such claims which can be disposed of). Further, they should enable the parties and the Court to determine what directions or procedures would be appropriate for particular claims or issues, having regard to the amounts which turn on those claims or issues (i.e. the total quantum of the claims which depend on a particular sort of claim or issue being decided in the relevant Claimants' favour).
- 1.6 With the SOIs so far produced, neither of these things is possible. To its consternation, Post Office cannot even assess the broad scale of the amounts claimed by the original Claimants. Nor can it categorise the Claimants into groups. This will hamper both parties' and the Court's effort in making effective, proportionate case management decisions.
- 1.7 In order to illustrate these points, we set out below some examples of the problems we have encountered with the SOIs provided, addressed in the order in which the relevant requirements are imposed in Schedule 3 to the GLO rather than in order of importance. We emphasise that they are just examples.

## **2. Question 1.3**

- 2.1 Each Claimant was required to provide details of each branch associated with their claims. For a number of Claimants the details provided are not consistent with the Group Register. For example, the SOI of Carol Bains (13) confirms that she is the postmistress at 66-68 Whinney Lane however, the Group Register additionally includes details of her appointment at the Featherstone Post Office between October 2012 and November 2016. Post Office therefore does not know whether Carol Bains is bringing claims against Post Office in relation to one or two branches.
- 2.2 A similar issue can also be seen in the SOIs of David John Gilbert (63) and Momonah Khan (98).
- 2.3 This issue will create a problem when it comes to disclosure as Post Office's records are in part organised by branch and therefore unless Post Office knows which branches are affected and during which periods, disclosure cannot be given.
- 2.4 The Group Register and SOI must be consistent with each other. This requires either an amendment to the Group Register or to the SOIs.

**3. Question 1.5**

- 3.1 Question 1.5 required the Claimants to identify the contracts on which their claims were based. For the majority of the Claimants, the SOIs are qualified by the wording "*pending access to any contractual document and records that Post Office may hold...*". However, back in April 2017, Post Office disclosed contractual documents for 140 of the original 198 Claimants (it has not located documents for the other 58). Wording of this sort is wholly inappropriate for Claimants whose contractual documents have been disclosed.
- 3.2 Further, the contractual documents which Post Office has disclosed do not appear to have been taken into account in the preparation of the SOIs. By way of example:
- 3.2.1 Paula Gorman (64) recalls in her SOI signing an Acknowledgment of Appointment on 2 March 2011 and Conditions of Appointment on 31 January 2011. In addition to these, Post Office also disclosed Ms Gorman's termination request letter and Mains Agreement which were signed on 28 February 2013. No mention of Ms Gorman being engaged by Post Office on a Mains Agreement is made in her SOI.
- 3.2.2 Post Office disclosed the following in relation to Sally Grahams (67):
- (a) A signed Acknowledgement of Appointment showing she was engaged on the Subpostmaster Contract dated 28 May 2010.
  - (b) A termination letter dated 12 February 2013.
  - (c) A Mains Agreement dated 12 February 2013.

Despite being provided with her contractual documents her SOI states "*I commenced in 2010 but do not recall signing any contractual documents prior to or at that time. I believe I entered into a Franchise Agreement on or around 13 March 2013...*".

- 3.3 These answers are worrying. You have sent many letters demanding early disclosure from our client, and in response our client has gone to significant trouble and expense in disclosing relevant documents. The contractual documents were disclosed 10 weeks before the SOIs were served. However, it appears that, when compiling the SOIs, neither you nor your clients even looked at them.

**4. Questions 1.7 & 1.8**

- 4.1 Question 1.7 required the Claimants to state the end date of their engagements. As you know, this could have an important bearing on limitation, a significant issue in this case. However, some Claimants have not specified dates, either sufficiently or at all.
- 4.2 For example, Dr Saifudin Kutianawala (106) does not state a date on which his appointment at the Ardwick Branch ended and, while Damian Peter Owen (128) states that his contract was terminated in "*August 2010*", his claim may or may not be time-barred depending on whether this termination was on or after 3 August 2010, 6 years before his claim was deemed issued (as per the Consent Order dated 14 February 2017).
- 4.3 Further, we note that Claimants Aslam Ramtoola (144), Michael Rudkin (156) and Rachell Anne Williams (193) state at section 1.7 that their engagement with Post Office has been terminated, yet also state at question 1.8 that they are currently employed / engaged by Post Office. This is further evidence of a lack of care in preparing the SOIs.

**5. Questions 2.2 & 2.3**

- 5.1 These questions were designed to draw out the aspects of the training provided by Post Office about which a complaint is made. The Claimants were required to provide the date and brief details of the training which was either inadequate or inappropriate. Three problems have been encountered with the SOIs so far provided.



- 5.2 First, in the majority of the SOIs, a date for the relevant training has not been provided. Although we appreciate that Claimants who were engaged with Post Office a long time ago may not be able to provide exact dates, we would expect even these Claimants to have indicated an approximate period.
- 5.3 Second, many of the SOIs are lacking any information on the aspects of Post Office's training alleged to be inadequate. They simply refer in general terms to the training provided. However, these sections required the Claimants to identify the training that was inadequate. To assert these claims the Claimants must know and be able to articulate what was inadequate. We note that your clients will have first-hand knowledge of the training which was provided to them and the areas on which they felt that the training was inadequate. Therefore, this is not an area dependent on disclosure from Post Office. Although several Claimants mention that the training was inadequate, they do not say how it was inadequate.
- 5.4 Post Office is therefore left not knowing which elements of the training were inadequate or how this affected the relevant Claimant's ability to operate a branch or follow Post Office procedures. Examples of this problem can be found in the SOIs of Claimants Marion Drydale (55), Kamaleswaren Kunabalasingam (105) and Mohammad Sabir (157).
- 5.5 Third, some Claimants have asserted a claim for training in section 7.1(i) but have stated in sections 2.2 and 2.3 that they felt adequately trained. For example:
- 5.5.1 Bashir Choglay (43) asserts a claim for inadequate training but states "*I felt the training was intense because there was a lot of information to absorb but I managed*".
- 5.5.2 Megan Robinson (155) asserts a claim for inadequate training but states "*I felt that after the training, I was competent and understood how to operate [Horizon]*."
- 5.6 Again, these contradictory answers reflect a lack of care in preparing the SOIs. Post Office is left not knowing what is actually being asserted in relation to training, or even whether a claim is being asserted at all.
- 6. Question 2.4**
- 6.1 Question 2.4 was intended to provide Post Office with information regarding the interactions which the Claimants had with the helpline, including the date and brief details of any advice given that is alleged to be inadequate or inappropriate. We note that your clients will have first-hand knowledge of advice that was provided to them and therefore this is not an area dependent on disclosure from Post Office.
- 6.2 The majority of the Claimants' SOIs do not provide the dates on which they allege inadequate / inappropriate advice was given. They also appear to treat the advice provided by the helpline as having been given throughout the entirety of a Claimant's engagement rather than on particular occasions and in relation to particular matters, as would have been the case. This is a critical omission as without this information Post Office cannot ascertain when the Claimant is claiming that deficient advice is alleged to have been given by helpline staff, or how the advice is said to be deficient. Therefore, Post Office cannot understand the case it is being asked to meet.
- 6.3 Further, when some details are provided they are often vague, with many of the Claimants stating that the helpline staff were either unhelpful or were of not much use, but no further details of the specific advice provided (or not) have been given or details of the matter in relation to which advice was sought.
- 6.4 Based on the Amended GPOC, we had expected that a portion – for all we know a large portion - of the deceit claims asserted by the Claimants relate to advice allegedly given by the helpline. But neither we nor our client have any way of knowing whether this is the case or not. We had expected that we would be able to identify the statements or advice provided by Post Office that was alleged to be wrong and thus understand the areas that might be subject to allegations of deceit. However, the SOIs so far provided give few clues as to the basis of any of the Claimants'



allegations of deceit. They therefore do not assist Post Office to understand the case it is being asked to meet or enable the parties to identify common issues.

## 7. Question 3.1(d)

- 7.1 Question 3.1(d) requires each Claimant to confirm how they accounted for each shortfall (in their branch) of which they raise a complaint. The purpose of this requirement was to draw from the Claimants whether they had signed off accounts which included the shortfalls whose existence they are now seeking to dispute. As can be seen from the Amended GPOC and the Generic Defence, this is a central issue in this case. For example, it is a major focus of the Claimants' economic duress claim (as Senior Master Fontaine noted, see paragraph 1440 of the GLO hearing transcript).
- 7.2 In many of the SOIs, the answers provided do not achieve this purpose. Nor are they consistent. For example:
- 7.2.1 The SOI for Amir Khan (97) explains that he settled centrally two shortfalls in August 2007 and November 2007, however his response to (d) is *"I did not know about the shortfall until was demanded of me"*. This answer is confusing, in that he claims to have settled the shortfalls centrally which means he must have signed off the branch accounts including the shortfalls as they could not have been settled centrally otherwise.
- 7.2.2 The SOI for Peter Holloway (74) explains that there was a shortfall of £2,548.09 on 12 November 2007 and that deductions were taken from his *"salary"* for this sum. In response to (d) Mr Holloway states *"I received a letter dated 12 November 2007 stating that I had an outstanding debt of £2548.09. It did not explain how the loss was incurred. As stated above I repaid this sum."* His response does not indicate the treatment of the shortfall in the branch accounts as required. We infer from the fact that it was deducted from his remuneration that the shortfall would have been included in the accounts he signed off. But as he does not say so, we cannot be sure that this is his case.
- 7.2.3 The SOI for Scott Darlington (51) explains that "Shortfall 4" had risen incrementally over the months since September 2008. In response to (d), Mr Darlington states *"I was suspended on the day of the audit and therefore did not carry out the accounts"*. Mr Darlington has not indicated how he treated the shortfalls which arose between September 2008 and February 2009 (the date of his suspension). We note that Mr Darlington pleaded guilty to criminal charges of false accounting.
- 7.3 Putting it at its lowest, there appears to be a reluctance on the part of your clients to state important matters that they are required to state and that are relevant to their own pleaded case. We note that only 19 Claimants indicate that they submitted incorrect accounts to Post Office despite there being 29 Claimants who have previously pleaded guilty to false accounting.
- 7.4 In some cases, Post Office may not have visibility of shortfalls that have arisen. This would occur where postmasters make a shortfall good prior to submitting their accounts or where they submit inaccurate accounts. Quite apart from anything else, the brief details required by section 3.1(d) require the Claimants to state whether they have made good the shortfall without declaring it to Post Office; whether the shortfall was declared and settled centrally / made good; or whether inaccurate accounts were submitted (e.g. the Claimant approved or signed off accounts that were not, on their face, consistent with the stock and cash held by in their branch).
- 7.5 The fact of whether a Claimant has submitted accounts which include shortfalls that they are now arguing are either "not real" or did not exist is a critical issue in this case. Whether they have done so is entirely within their own knowledge and no disclosure or information is needed from Post Office on this point; Post Office having relied on the accounts submitted by the Claimants. Your clients are required to state the position, confirmed by a Statement Truth. There can be no excuse for their refusal to do so.

**8. Question 4.2**

- 8.1 The Claimants' responses to question 4.2 should confirm with a "yes/no" whether there was an investigation undertaken by Post Office and, if yes, then the Claimants are required to give the date and brief details of any investigations in relation to which they raise a complaint.
- 8.2 The majority of the SOIs do not provide a yes/no answer but state that they have not seen any evidence of an adequate investigation. This is not an answer to the question. If a Claimant believes that no investigation was carried out then the response to section 4.2 should simply be "no".
- 8.3 This is key question since if no investigation was carried out by Post Office then it follows that there cannot have been any deceit or misrepresentation made during an investigation for the Claimant to rely upon. Nor could any duress have been applied, harassment have occurred or unconscionable dealing undertaken during the course of an investigation.
- 8.4 If it is the Claimants' case that an investigation gave rise to claims of this nature then details of that investigation (including what was said, by whom, when and in what context) should be provided in the SOI. The Claimants must assert a positive case. Again, these are matters that will be in their own knowledge as they must have experienced these matters in order to sustain claims for deceit, duress, unconscionable dealing and / or harassment.

**9. Question 5.5**

- 9.1 Section 5.5 of the SOI relates to the notice provided by Post Office. It required a simple answer of "yes/no" and, if yes, then a statement of the period of notice given. However, a number of the Claimants have provided either confusing or inconsistent responses, for example:
- 9.1.1 Michael Rudkin (156) has stated in his SOI that *"I was not given proper notice. I was suspended, then reinstated, then suspended again, at which point I appealed, and I was then terminated."* This response clearly does not provide the details which were required since it neither provides a yes/no answer nor the period of notice which was given.
- 9.1.2 Christopher Trousdale (181) states in his SOI that his contract was immediately terminated by Post Office but then continues in section 5.5 to claim that Post Office gave notice.
- 9.2 It would seem that these responses have not been vetted by any lawyer.

**10. Question 5.6**

- 10.1 This question was aimed at Claimants who resigned and asks them to set out (i) whether they resigned under pressure and, if so, (ii) the date and details of that pressure. Although this section applies to a smaller number of Claimants, those Claimants do not give sufficient details to enable any analysis to be undertaken so as to identify any common issues or themes or for Post Office to understand the case it is being asked to meet. For example:
- 10.1.1 Lawrence Glyn Bailey (7) merely states in his SOI that Post Office said that his reinstatement would be conditional on the payment of the alleged shortfall. No details of how / when this pressure was applied by Post Office or how this would be illegitimate pressure have been provided.
- 10.1.2 Virendra Bajaj (14) states she resigned due to *"Post Office's failure to deal with the shortfall issues I had been having with Horizon..."*. On these facts, no pressure appears to have been applied on the Claimant to resign.
- 10.1.3 Gary Brown (33) states in his SOI that he was advised by his *"union representative"* to resign since *"it would look better than if I was terminated to potential new employers"*. Mr Brown tendered his resignation prior to the final audit at which the shortfalls were



found. No details of the pressure applied by Post Office which led to his resignation have been provided.

- 10.2 We note again that this information will be within your clients' knowledge and disclosure from Post Office is not required to address this issue.

#### 11. Question 7.3

- 11.1 At question 7.3 (in relation to deceit), a large number of the Claimants have used a scripted response (presumably provided by your firm) of "Yes, as I was led to believe that I had no alternative but to pay the shortfall".
- 11.2 As we have noted in previous correspondence, claims of deceit can only be advanced where you have instructions to make such a claim and you have material which you reasonably believe shows a case for fraud (see IB (5.7) of the Solicitors' Code of Conduct). The SOIs are also verified by Statements of Truth. We are therefore concerned by the use of a stock answer to this most important of questions.
- 11.3 Our concern is increased by the fact that the essential factual allegation on which the deceit claims are based (allegations that your firm was required to establish for each Claimant before asserting a claim for deceit in an SOI) do not appear to be set out elsewhere in the SOIs as we have explained above. This is important as without this information Post Office is unable to meet the claim which is being brought against it and such claims may be vulnerable to strike out.

#### 12. Section 8 – Inadequate quantum information

- 12.1 Senior Master Fontaine intended that Section 8 of the SOIs would provide Post Office with a clear indication of the value of most of the Claimants' claims and thus a fair idea of the total value of their claims. This is clearly shown in the transcript from the GLO hearing.

1667. **Mr de Garr Robinson QC:** *Well it would be helpful, it does occur to me that it would be helpful if each form should in one small section the figure which can be added up to produce the total claim, if it's just, if my learned friend is simply saying it's a bit duplicative it won't cost any money to put it in twice.*

1668. **Senior Master Fontaine:** *So in other words it's in the quantum section.*

1669. **Mr de Garr Robinson QC:** Yes.

1670. **Senior Master Fontaine:** *Alright. Yes.*

1671. **Mr Green QC:** *But we've already got the amount provided for in 8.1.*

1672. **Senior Master Fontaine:** *We don't need to put the date in, just put the amounts which you can just duplicate ...*

- 12.2 Whilst the Senior Master did not require values to be given for stigma / reputational damage, personal injury, bankruptcy / insolvency losses and prosecution losses, she did require values for every other head of claim. However, in the SOIs provided, most of the Claimants have not given indications of value even where they were required to do so. Consequently, it is not possible to assess the overall value of most of the claims being brought or to estimate the likely total value of the claims brought. It is also not possible to judge the value of dealing with any particular issue in this case, nor is it possible to judge the proportionality of any particular case management step.
- 12.3 In 6 cases, the Claimants have not stated any values at all (Revti Bhanote (21), Shamsudin Pyarali Govani (66), Steve Bryan Phillips (141), Christopher Sharples (163), Brian Skirrow (170), and Sally Mary Kathleen Stringer (173)). But even where figures are mentioned, these are not sufficient to enable an estimate to be made as to the value of any claim. It would appear that most of the Claimants have not even attempted to make such an estimate, even though they



were required to do so. To illustrate these points, we enclose in Schedule 1 of this letter representative extracts of responses provided to the quantum questions.

- 12.4 Further, as addressed at paragraph 167 of Post Office's Generic Defence, the losses claimed in the SOIs provided to date fail to specify the breaches of contract or other legal wrongs on Post Office's part from which the loss and damage resulted and/or consider matters of mitigation or remoteness.
- 12.5 Post Office has been asking you to provide quantification of the Claimants' claims since its Letter of Response on 28 July 2016 and subsequently in (but not limited to) our letters of 31 August 2016, 13 October 2016 (paragraph 8.15), 17 November 2016 (paragraph 8.6) and 30 November 2016 (paragraph 1.3.3).
- 12.6 In addition to this general concern, we address below specific quantification sections which have been inadequately responded to.

### **13. Question 8.4**

- 13.1 In paragraph 132 of their Amended GPOC, the Claimants allege that "*Claimants who were ... terminated without notice have lost the income they would have received during the ... notice period*". In paragraph 71, they also allege that they were entitled to a 12 month notice period. On this basis, Post Office's understanding of the Claimants' case was that Post Office should have provided each Claimant with a minimum of 12 months' notice.
- 13.2 Despite this, a number of the Claimants have set out losses based on either 3, 6 or 12 month notice periods (for example, see the SOI for Kamajiit Kooner (103)). The claims asserted in the SOIs are therefore inconsistent with the Amended GPOC. This therefore either requires a further amendment to the Amended GPOC or to the SOIs; the two elements must be aligned.

### **14. Question 8.5**

- 14.1 Section 8.5 has been inconsistently addressed by different Claimants, who each appear to be claiming different types of loss of earnings.
- 14.2 First, some Claimants appear to be claiming loss of Post Office remuneration after their notice period ended (ie. in addition to any claim under section 8.4) but this head of claim is not referenced in the Amended GPOC. The only sections of the Amended GPOC that we can see that might relate to this type of claim are:
  - 14.2.1 Paragraph 131 which refers to "*reduced profit to linked retail premises*". This however relates to earnings in a related retail business, not remuneration paid by Post Office.
  - 14.2.2 Paragraph 135 which refers to "*prejudice to future employment*" as a consequence of stigma / reputation damage. This loss would be picked up in question 8.6 of the SOI, so we do not believe that this is relevant to question 8.5.
- 14.3 We cannot therefore see any part of the Amended GPOC that sets out a legal basis for claiming loss of Post Office remuneration beyond the end of a notice period but nevertheless this type of claim is advanced in the SOIs (for example, see the SOIs for Lesley Abbott (2), Mohammed Zubair Amir (6) and Marion Drydale (55)).
- 14.4 Secondly, we note that other Claimants are claiming loss of income from associated retail businesses and/or from other general loss of earnings through being unable to work. However, it is not clear whether these claims are for lost revenue or profit or something else.
- 14.5 Thirdly, many Claimants are seeking to claim losses up to retirement, though different retirement ages are used throughout the SOIs.
- 14.6 Fourthly, there is also in some cases clear duplication or inconsistency between the claims for loss of earnings under question 8.5 and the claims for loss of capital investment covered under

question 8.2. This is despite question 8.5 expressly stating that the questions are linked and there should not be duplicate claims. For example, Francis Maye (114) states that he sold his business and claims a £45,000 capital loss whilst simultaneously claiming he would have continued to work for another 10 years and so claims £325,000 in lost earnings.

- 14.7 This section again reflects the general lack of care used in preparing the SOIs, the clear need for legal assistance in preparing this type of document and a failure to comply with the GLO. It also highlights inconsistencies in the calculation of losses between the Amended GPOC and SOIs. The lack of a consistent approach means that Post Office cannot extract common themes and issues.

## **15. Question 8.7**

- 15.1 We are surprised by the high proportion of Claimants who have claimed personal injury (at least 65% of the 198 Claimants). However, on reviewing the details of their claims, we see that many of the Claimants appear to be alleging distress and anxiety rather than a recognised psychiatric condition. As such, these Claimants have not passed the threshold for bringing a personal injury claim.
- 15.2 The SOIs are verified by Statements of Truth. The Claimants should therefore only be asserting personal injury claims where they have genuinely suffered an injury and as their lawyers it is your duty to advise them on what amounts to a recoverable personal injury. Again, the number of claims for personal injury suggests a lack of involvement from your firm in the preparation of the SOIs.
- 15.3 Please ensure that the personal injury claims are limited to real cases of recognised psychiatric harm or physical injury. We note that in personal injury cases the Civil Procedure Rules require medical reports to be annexed to pleadings and our client reserves the right to call for such reports at an early stage in the litigation process.

## **16. Action required**

- 16.1 The purpose of the SOIs was to allow the parties and the Court to identify Claimants who would fall within distinct categories and enable case management decisions to be made in respect of these. For this purpose, clear and accurate information and a consistent approach is required from all the Claimants. However, the details given by the majority of the Claimants are insufficient to allow us and the Court to understand the basic details of the claims brought against Post Office.
- 16.2 To obtain a proper coherent and consistent approach in all of the SOIs was always going to require legal assistance and, as far as we were aware, the GLO hearing proceeded on the basis that this would be provided by your firm. However, the SOIs do not seem to have been prepared on this basis, which is preventing analysis of the claims and is requiring our client to incur additional costs in trying (and in many cases failing) to understand the claims it is facing.
- 16.3 We are writing now to draw your attention to the most serious deficiencies and to ask that you ensure that that next round of SOIs avoid these problems and are consistent, coherent and compliant with the GLO.
- 16.4 The first tranche of SOIs also need to be corrected. We recognise that this will require some time and invite your proposals as to how and by when this could be done.

Yours faithfully

**Bond Dickinson LLP**

<b>Question 8.1</b> <b>Repayment of alleged shortfalls (Yes/No and amount)</b>	<b>Jennifer O'Dell (claimant 124)</b>	<b>Shamsudin Govani (claimant 66)</b>	<b>John Robert Moir (claimant 120)</b>
	<i>I cannot estimate how much I repaid to make good alleged shortfalls</i>	Yes	<i>Yes, Post Office have a charge over my house to cover the alleged shortfalls</i>
<b>Question 8.2</b> <b>Loss of investment (Yes/No, and approximate value, subject to expert evidence)</b>	<b>Jennifer O'Dell (claimant 124)</b>	<b>David Carney (claimant 39)</b>	<b>Margery Williams (claimant 194)</b>
	<i>...I do not consider this to be an accurate reflection of my true investment loss as I anticipated running the Post Office for many years and I believe that my loss is higher than this.</i>	<i>Yes, as I would have retained the value of the business had Post Office not acted as they did</i>	<i>Yes, I have lost value of the business. I am unable to quantify without expert valuation evidence. However, I recall that I paid £5k when took retail shop over.</i>
<b>Question 8.3</b> <b>Loss of earnings during suspension (approximate value and brief details)</b>	<b>Shamsudin Govani (claimant 66)</b>	<b>Francis Maye (claimant 114)</b>	<b>Margery Williams (claimant 194)</b>
	Yes	<i>I was not paid any sums that would have been due to me during my period of suspension.</i>	<i>Yes, to be quantified.</i>
<b>Question 8.4</b> <b>Loss of earnings for failure to give notice (approximate value)</b>	<b>Stanley Fell (claimant 59)</b>	<b>Joanne Foulger (claimant 60)</b>	<b>Margery Williams (claimant 194)</b>
	Yes	Yes	<i>Yes, to be quantified.</i>
<b>Question 8.5</b> <b>Loss of earnings post termination (period claimed and approximate value) [If not already dealt with at 8.2 above]</b>	<b>Alan Riddell (claimant 152)</b>	<b>Joanne Foulger (claimant 60)</b>	<b>Peter Holloway (claimant 74)</b>
	<i>We were planning to retire at 55 and make a healthy profit out of the branch. However, because of the shortages we had to use all of our insurance and pension pots, so we were left with no money to retire on.</i>	Yes	<i>Yes — substantial damages claim to be assessed:  (a) Had I not been terminated it was my intention to remain in the branch for another 6 years as this is when the loan would have been paid off.</i>