

Stephen Dilley

From: Stephen Dilley
Sent: 15 November 2006 15:17
To: 'mandy.talbot@ [GRO]
Cc: Tom Beezer; 'Richard Morgan'; Thomas Bourne
Subject: Amended Tollin Order - Post Office -v- Castleton

Attachments: DOC_1234788.DOC



DOC_1234788.DOC
(45 KB)

Dear Mandy,

I refer to my email of earlier today and attach below an email from Mr Castleton's solicitors.

1. I think we should agree the dishonesty letter wording they have put forward below.
2. Mr Castleton's solicitors say Mr Castleton is almost certainly unwilling to agree to our original proposed wording but will probably agree to something like:

"I, Mr Lee Castleton, the former subpostmaster at Marine Drive Post Office, Bridlington, fully and unreservedly withdraw the allegations I have made about the operation of the Horizon system. I undertake not to repeat those allegations and/or make any further allegations about the Horizon system and/or its functioning."

His solicitors say that he will see our first version as rubbing his nose in it (even though that is not our intention). As they haven't inserted a confidentiality clause in the Tomlin Order, I think upon reflection we should agree to this. A letter from Mr Castleton to the above effect may well be better than the sorts of comments that sometimes appear in a judgment. Coupled with the Tomlin Order, the letter is pretty convincing.

3. I think we should agree to his suggested amendment to the wording of the Tomlin Order i.e the insertion of the words "except as otherwise previously ordered by the court" to preserve the costs order being made on the way.

Mandy, please can I have your instructions on the above 3 points? Happy to discuss if that helps.

Kind regards,

Stephen Dilley
Solicitor
for and on behalf of Bond Pearce LLP
DDI: [GRO]
Main office phone: [GRO]
Fax: [GRO]
www.bondpearce.com

-----Original Message-----

From: M.Turner [GRO]
Sent: 15 November 2006 14:27
To: Stephen Dilley
Subject: Post Office -v- Castleton

Without prejudice

Dear Mr Dilley

I refer to our conversation earlier today. As discussed, I am writing to you in relation to the proposed wording of the Tomlin Order to settle these proceedings and the two letters to pass between the parties even though I am currently without instructions in that regard for the reasons set out in my earlier e-mail. The proposals put forward in this e-mail are subject to revision when I am able to speak to my client and obtain his instructions and are put forward in the meantime at your request and in an effort to try to move matters along pending my receiving those instructions.

We sent to you yesterday a revised proposed form of wording in terms of the confirmation to be provided by my client of the withdrawal of his allegations in relation to Horizon. For the reasons I set out when we spoke, I think it is almost certain that my client will be unwilling to agree your original proposed form of wording. I shall give some further thought to whether there is an "intermediate" form of wording that may be acceptable to both parties but, as things stand, I do not think it is likely that my client will go so far as actively confirming that he accepts that the system functions correctly.

In terms of the letter to be sent by your client in relation to the "no dishonesty" issue, I would propose (without having had an opportunity to discuss with my client whether there is any particular form of wording that he would prefer) the following form of wording:

"The Post Office confirms that no allegation of dishonesty is or has been made against Mr Lee Castleton in claim number HQ 05 X 02706, arising from his tenure as sub-postmaster at Marine Drive Post Office, Bridlington. The claim brought by the Post Office was a claim for Mr Castleton to make good a shortfall showing in the accounts of the Marine Drive Post Office pursuant to his contractual obligations."

There is no particular magic to this form of words - the point is merely to convey that your client has not and does not assert in these proceedings that Mr Castleton has acted dishonestly. I am happy to discuss an alternative form of wording if you have an issue with that which is proposed, subject only to it making clear that particular point.

In relation to your draft Tomlin Order, the only comment I have is that paragraph 3 of the Order itself should insert (probably after "...and the Counterclaim") "except as otherwise previously ordered by the court". This specifically preserves the interim costs orders that have been made along the way.

As I indicated in my e-mail earlier, I shall endeavour to obtain instructions from my client on these points as soon as I possibly can.

Regards,

Mark Turner
Solicitor
Commercial Group

Rowe Cohen Solicitors

T: **GRO**
F:

The contents of this email and any attachments are confidential and may contain information that is legally privileged and/or otherwise protected from disclosure. If you are not the intended recipient, any unauthorised use, disclosure, copying, distribution or any action taken in reliance on it, or other use is prohibited and may be unlawful. If you receive this email in error please contact the sender immediately and delete this email from your system. Copyright in this email and any attachments created by Rowe Cohen belongs to Rowe Cohen. The contents of this email may be intercepted monitored and/or recorded. Neither Rowe Cohen nor the sender accepts any responsibility for viruses and it is your responsibility to scan the email and any attachments. If this message is transmitted over the internet be aware that it may be intercepted by a third party for which Rowe Cohen exclude any liability in negligence or otherwise.

Rowe Cohen
Solicitors
Quay House
Quay Street
Manchester M3 3JE

Tel: **GRO**
Fax:

Also at London

Partners:

S.E. Cohen - D.J. Horwich - I.N. Lewis - M.V. Hymanson - G.P. Small - A. Dennison - B.T. Coghlan - J.V. Dwek A. Farley - A. Sacks - A. Taylor - M. Woodall - R. Sproston - A. Curwen - S. Room - R. Myer - H. Burns - S. Sutton This firm is regulated by the Law Society