

From: Anthony de Garr Robinson <GRO>
To: 'Simon Henderson' <GRO>, 'Jonathan Gribben' <GRO>, Owain Draper <GRO>
Cc: Andrew Parsons <GRO>
Subject: RE: Question re POL's Opening Submissions [WBDUK-AC.FID124042615]
Date: Mon, 9 Dec 2019 14:24:47 +0000
Importance: Normal
Inline-Images: image001.png; image002.png; image003.png

That's right. This was a way of making our second order issue point – that even if there had been some dishonest or negligent injection, editing or deletion of branch data, it could not have occurred on more than a tiny number of occasions. It was not intended as any sort of concession that there had been.

On our case, there was no factual basis for such a concession. We submitted that there was no evidence of any dishonest injection etc of branch data or of any negligent injection etc of branch data. On the contrary, on the basis of FJ's evidence, we submitted that great care was taken in remotely changing branch data. However, we did not go so far as to contend that mistakes were impossible.

As I recall, there were some examples of false reference data being added to the system and also some examples of the injection etc of erroneous data into Post Office's back end systems. In addition, although I do not have the details to hand, my recollection is that there was one peak in relation to which Cs suggested that false branch data was injected and we showed (and got Coyne to admit in XX) that this was not the case. The judge should have deal with this in his judgment somewhere but I have not got to it yet. Does this ring a bell with you, Jonny?

Tony

From: Simon Henderson <GRO>
Sent: 09 December 2019 13:59
To: 'Jonathan Gribben' <GRO>; Anthony de Garr Robinson <GRO>; Owain Draper <GRO>
Cc: Andrew Parsons <GRO>
Subject: RE: Question re POL's Opening Submissions [WBDUK-AC.FID124042615]

Jonny

I will let Tony take the lead on responding to this. My view is that it was certainly not the intention to make any such concession. The point is made in the context of what we called "second order issues" which we argued were relevant to the central issue of likelihood and extent. The point that we were making is that (i) the need for remote access would be very rare – and in the unlikely event that remote access was required, the Branch would generally be made fully aware of what was happening; so that (ii) it would only be if the remote access was carried out negligently or dishonestly that it would give rise to any problem. We were not conceding that such negligent or dishonest use had in fact occurred but we could not rule out the logical possibility that it might have occurred. As a matter of common sense, it could only affect things in a tiny proportion of instances of remote access which themselves occurred very rarely. The point of the argument was to persuade the Court that the whole remote access issue simply could not account for the shortfalls being claimed.

Best

Simon

From: Jonathan Gribben [mailto:GRO]
Sent: 09 December 2019 13:44
To: Anthony de Garr Robinson [mailto:GRO]; Simon Henderson [mailto:GRO];
Owain Draper [mailto:GRO]
Cc: Andrew Parsons [mailto:GRO]
Subject: Question re POL's Opening Submissions [WBDUK-AC.FID124042615]

External Email

Dear all,

Brian Altman QC is advising Post Office in relation to the Horizon Issues Judgment from a criminal perspective. He has asked the following question in relation to a statement made in para. 41 of our opening submissions:

"The reference in POL's opening submissions to the occasions on which privileged Fujitsu users "have exercised their ability to remotely inject, edit or delete branch transactions or accounting entries will represent a tiny percentage of the relevant transactions/accounting entries. And the occasions on which they have done so negligently or dishonestly will ... represent a tiny percentage of those occasions" [A/2/18, para. 41]. This apparent concession made on behalf of POL appears to be that entries may have been entered/edited/deleted negligently or dishonestly. On what factual basis was this concession made?"

Please would you let me have a response for Brian?

Kind regards

Jonny

Jonathan Gribben
Managing Associate
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