

## Message

**From:** Jane MacLeod [GRO]  
**Sent:** 18/07/2016 22:24:26  
**To:** Parsons, Andrew [/O=BOND PEARCE/OU=First Administrative Group/cn=Recipients/cn=ap6]; Thomas P Moran [GRO]; Rodric Williams [GRO]; Patrick Bourke [GRO]; Mark Underwood [GRO]; Jessica Madron [GRO]  
**CC:** Prime, Amy [/O=BOND PEARCE/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amy Prime439]; Porter, Tom [/O=BOND PEARCE/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Tp1]  
**Subject:** RE: Draft Letter of Response [BD-4A.FID26859284] CONFIDENTIAL AND SUBJECT TO LEGAL PROFESSIONALPRIVILEGE

Thanks Andy

I have set out my comments below –hopefully these make sense (references are to paragraph numbers)!

Happy to discuss,

Jane

### Substantive comments

#### Second Sight

As discussed at the Steering Group I am concerned that we try and appear balanced in relation to SS given that it can suit us in some cases to rely on their work.. the following comments are therefore for consideration:

- 3.10.5 – do we need the last 2 sentences in light of the accusation?
- 5.2 – Final sentence: ‘Many of the conclusions reached in the Part Two report **do not appear to be supported by** evidence and/or are in areas which SS contractually acknowledged are outside their area of expertise. In particular:...”
- 5.2.1: ‘ **Findings in the Part Two Report are not supported by evidence and there is no description of the overarching methodology ...’**
- 5.3: ‘bizarre’ – suggest ‘inconsistent’
- 5.59 – ‘SS often **failed to distinguish between** these two phases ...’
- 12.6.1 – ‘**The expression by SS of opinions on areas outside its acknowledged areas of expertise** has **misled** many of the Claimants as to the strength of their cases.’

#### Other issues

- 4.8 - I’m probably being over-cautious, but as to suitability, my understanding is that PO requires assistants to be CRB checked. Does this override ‘suitability’?
- 4.27 – under Transformation, PO paid for the refurbishment of (at least) the PO counters. What was the position prior to that – if PO made a contribution to the fittings in the PO part of the premises, then doesn’t that assist the argument? Namely, PO makes a financial commitment in the postmaster’s business, but doesn’t require anything back from the Postmaster?
- 5.10, 6.4, 6.29, 8.16 – I suggest that we flag that we may seek costs unless they provide details.
- 5.13, 6.8 – can we repeat here that (tens of) thousands of other postmasters over the 16 years have received training without issue. (in 6.8 please replace some of the ‘It’ with ‘PO’ to make it easier to follow)
- 5.39.1 – Have we validated that these hours quoted are currently accurate? What were the minimum hours that NBSC was available during the relevant period?
- 5.55 – can we compare 5.55.1 with what we have actually said about whether we must/choose to comply?
- 5.56 – distinction of roles internally – would anyone external actually understand the split of responsibilities?
- 6.30.3 – while I agree that POL itself as a corporate entity is not a holder of public office, we need to be careful about PO’s directors and employees – do we need the introductory words to this para? Similarly 6.30(c) - are we sure about this statement? Given we seem to be caught by PSR, FOIA etc, then we may be relying on

semantic distinctions of wording between different Acts/legislation rather on a more fundamental point of principle..

- 13.7 – what are you envisaging in terms of the settlement agreement?
- 13.8 – should we include an additional statement to the effect that if sufficient details of the various claims (including particulars of loss) were provided, then we may consider whether mediation could be an effective way of resolving matters between us?
- Schedule 1 para 30 – this suggests that as early as October 2008 we knew or at least had reason to suspect that FJ had access – how did this subsequently morph into a denial????

#### Typos/Grammar/Stylistic/'Emotive language'

Most of the following are a matter of personal preference and given the letter comes from BD, then this is your choice; so I would just ask you to look at the following and on the basis that you have now slept on it for several nights – would you still want to include the following???

- 1.4 - 'being entirely consistent with human nature'; and should the last 2 lines read: '... over a 16 year period it is inevitable that a [statistically insignificant/small] proportion of branches will encounter shortfalls due to ....'
- 1.5 – 'complaints of' – should be 'complaints by'?
- 1.6 – 'un-evidenced' – 'unsubstantiated' or 'unsupported'?
- 2.1.2 – 'many tens of thousands' – can we be more specific? Eg 'more than [70,000]'? penultimate line – the words 'or the require operating procedures ....network': there seems to be a word missing?
- 2.1.3 – 'Horizon system works reasonably well' – delete 'reasonably? Delete the sentence 'had they done so, they would not be making any claims.'?
- 2.1.4 – 'advancing as may claims as possible'
- 2.1.5 – delete 'therefore' in first line on p 3?
- 2.1.6 – delete 'the true meaning of the Postmaster Contract is that'?
- 3.4 – 3<sup>rd</sup> line – delete 'be markedly different to the next one' and then 'turning' becomes 'turns'
- 3.10.2 – 'vociferous'; '(and inaccurate)'. '**We submit that** the Claimants represent **a statistically irrelevant** group ....'
- 4.15 – first line - is the tense right here: 'where requested to do so, PO **cooperates** with ...'?
- 4.17 – '... regrettably caused by a postmaster or his staff or are covered up ...'; delete: 'is a particularly toxic act that '? Replace 'the culprits' with 'those responsible'? ...'false accounting and theft may result in ....'
- 4.19 – delete 'who may act through others'
- 4.24 – (top of p 15) 'allegedly confer those powers or discretions ..'
- 4.28.3 – lines 4-5: '.....non-employment relationships just because those relationships bear some limited similarity to employment relationships.' Final lines: '..and it is difficult to see how the case you advance could arguably fall within ...'
- 4.31 – 'bewildering variety'? 'All the terms you advance fail that test' – 'The arguments you have advanced do not satisfy that test.'
- 4.33 – 'do not come close to satisfying...'?
- 5.24 – spelling "provided on-site support'
- 5.26 – delete 'pause to'; 'indicated'
- 5.34 – 'the issue of access to information could only be addressed ..'
- 5.39.5 – 'All the calls were recorded ...' penultimate line: 'which should have been recorded in the logs ..'
- 5.39.9 – 'this is preposterous'?
- 5.46 - 'this allegation beggars belief'?
- 5.71.3 – 'This is another allegation that strikes us as preposterous'????
- 5.71.4 – 'No attempt was ever made at the time to say that ....'
- 6.4 – 'provocative and meritless'
- 6.12 – 'The House of Lords stated .... Courts will have in mind ..."'
- 6.14 – final sentence '... was not an employee and while Shell's conduct was unattractive and unreasonable, it did not amount to ....'
- 6.22 – 'It is extraordinary'???

- 6.25 – ‘are littered’????
- 6.26.1 ‘ this ground is a hopeless basis’....
- 6.26.2 – ‘this allegation is absurd’....
- 6.32/6.42 – ‘another hopeless claim’
- 6.34 – ‘you are not seriously maintaining a claim ....’??
- 6.44.4(a) – there seem to be a word missing at the end of the 2<sup>nd</sup> line?
- 6.44.4(b) ‘defies credibility’?
- 8.5.1 – 2<sup>nd</sup> sentence: ‘even if Post Office ignored an issue we cannot see how this amounts to a deliberate concealment of information from your clients.’
- 8.5.2 – ‘ridiculous’
- 11.1.2 and 11.2 – repetition
- 13.8 – ‘the lack of details on individual claimants ..’



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**From:** Parsons, Andrew [mailto:andrew.parsons@GRO]

**Sent:** 16 July 2016 15:09

**To:** Thomas P Moran; Rodric Williams; Angela Van-Den-Bogerd; Patrick Bourke; Mark R Davies; Rob Houghton; tom.weschler@GRO; Nick Sambridge; Jane MacLeod; Mark Underwood@GRO

**Cc:** Prime, Amy; Porter, Tom

**Subject:** Draft Letter of Response [BD-4A.FID26859284]

All

Please find attached the draft Letter of Response (**LOR**).

The LOR is substantially ready for your review, save for two sections that will be addressed later: Remote Access (as per our discussion at the SG meeting) and GLO (which is the subject of ongoing correspondence with Freeths).

Your comments are welcomed on all of the LOR but may I ask that, as a minimum, you review the sections marked for your attention in the attached spreadsheet.

I should be grateful if you could provide your amendments / comments by close of business on Tuesday 19 July 2016 before our next Steering Group meeting on 20 July 2016. If possible, please could you send through comments / amendments by way of track changes to the letter.

In order to preserve legal privilege, please do not circulate the draft LOR to anyone else. You may discuss it with colleagues if necessary to do so but if you need to forward it to someone else for input, please can you speak to Rodric or me first.

Kind regards  
Andy

**Andrew Parsons**  
Partner

Bond Dickinson

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