

Witness Name: GARETH IDRIS JENKINS

Statement No.: WITN00460400

Dated: 29 APRIL 2024

POST OFFICE HORIZON IT INQUIRY

FOURTH WITNESS STATEMENT OF GARETH IDRIS JENKINS

I, Gareth Idris Jenkins, will say as follows:

1. I make this fourth witness statement in response to a request dated 4 August 2023 made under Rule 9(2) of the Inquiry Rules 2006 regarding phases 3, 4 and 5 of the Post Office Horizon IT Inquiry (“**the Rule 9(2) Request**”).
2. The Rule 9(2) Request asked me 229 questions about phases 3, 4 and 5 of the Inquiry. On 21 March 2024, I provided a third witness statement to the Inquiry [WITN00460300], which addressed the phase 3 and 4 questions in the Rule 9(2) Request (questions 1-196). This fourth witness statement addresses the phase 5 questions in the Rule 9(2) Request (questions 197-229).
3. At the time of signing this statement, I understand that POL may still be in the process of providing to the Inquiry a significant number of documents relevant to phase 5 and that the Inquiry’s process of disclosure in Phase 5 is ongoing. There are gaps which I have not been able to address and which I highlight below. I have seen an important handwritten note originating from POL (which I address below) but my lawyers tell me that otherwise there are very few notes (handwritten or otherwise) of internal meetings. If further documents come to

light between signing this statement and giving my evidence to the Inquiry, I may need to expand upon what I have said in this statement. I have done my best with the available documents and to indicate what I think may be missing. As before, I have waived my rights in relation to the questions asked in the Rule 9(2) Request. I understand that I still have rights in relation to any oral evidence that I give and that this is a matter which the Chair will set out, at the start, when I appear before the Inquiry.

Second Sight

Rule 9(2) Request questions 197-202

4. The Rule 9(2) Request has asked me a number of questions about Second Sight and has referred me to one document, which is the witness statement of Ian Henderson dated 28 September 2018 [POL00091426].
5. I don't have a great deal of recall about the detail of the Second Sight investigation but I have used what I do remember and the available documents to answer the Inquiry's questions as best I can. Based on those documents, I believe that the main period of my involvement with Second Sight lasted from approximately July 2012 to July 2013, which I understand to be the period of Second Sight's 'Spot Reviews'. I don't believe I had as much involvement with Second Sight after July 2013, when I understand that the Spot Reviews became subsumed into the Mediation Scheme.
6. I cannot pin down exactly when I first became aware that POL had engaged Second Sight. It was probably at some point in the middle of 2012. I understood that the scope of their work was agreed by senior people within POL. I do not know why POL chose to appoint Second Sight over anyone else.
7. My lawyers have shown me a note made by Penny Thomas of a telephone call I participated in on 27 July 2012 with Ian Henderson [FUJ00232048]. I must have known by this point that Mr Henderson was from Second Sight. I believe this was the first occasion upon which I spoke to Mr Henderson or

anyone else from Second Sight. Also present on the call were Jane Owens and Simon Baker. I knew that Jane Owens worked in the security department of POL and I understood that Simon Baker was a commercial manager at POL. Mr Baker subsequently became one of POL's main 'interfaces' with Second Sight.

8. Penny's note begins with the explanation that POL had commissioned "*Advanced Forensics*" (I believe this was another name for Second Sight) to undertake an "*independent review*" of the Horizon system; that they would be reviewing between 10 and 20 cases; and that they would require access to data from Legacy Horizon and Horizon Online. Penny's note records that I explained the different audit records which could be made available to Second Sight and that I proposed a "*workshop*" to discuss the Horizon system architecture. I felt that having a constructive dialogue with Second Sight would be the best way forward. The note records that POL and Mr Henderson agreed that my idea of a "*workshop*" was a good one.
9. Looking at the note, the purpose of the call on 27 July 2012 seems to have been to enable Fujitsu to understand what Second Sight wanted and so that I could outline what data and technical assistance Fujitsu could provide. As Penny's note indicates, this work would require commercial discussions between POL and Fujitsu.
10. I regarded POL's appointment of Second Sight as a good thing. I believed that an independent review would conclude that Horizon was sound but might also provide recommendations for improvements (something which I would also have welcomed). I also understood the need for an independent review of Horizon given the criticisms of it in the media. I was willing to offer Second Sight whatever technical assistance I could but I had no authority to make any decisions regarding their access to systems or data.
11. The Inquiry has asked what views my colleagues at Fujitsu had concerning Second Sight's appointment. I don't remember that anyone opposed it or was particularly concerned by it.

12. The Inquiry has asked whether I received any briefing or instructions (whether from POL or Fujitsu) about how to deal with Second Sight. I don't think I did although I can't discount the possibility. My lawyers have been unable to find any briefings or instructions, or any other internal Fujitsu or POL discussions about this, on the Inquiry's database. I would have understood that whatever I said to Second Sight about Horizon might end up being published in their reports. I felt it was important to take a constructive approach with Second Sight. I would not have regarded any Horizon topic as 'off limits'.

13. As noted at paragraph 540 of my third witness statement to this Inquiry [WITN00460300], Fujitsu had considered commissioning an audit of Horizon Online (by KPMG) and had mapped out its proposed scope in late 2011 and the first half of 2012. My understanding is that this KPMG audit was shelved because Fujitsu were informed that POL had commissioned a review from Second Sight. However, I think I may only know this as a result of reading material for the purposes of this Inquiry. For example, I can see from [FUJ00156909] that Michael Harvey of Fujitsu referred (in an email to Rodric Williams of POL) to the proposed KPMG audit being "*subsumed*" by the Second Sight investigation.

14. From my perspective, the proposed KPMG audit was different from the Second Sight review in terms of its approach. I had understood that the KPMG audit would focus on the integrity of the audit trail in Horizon Online. It would do this by examining selected components of the Horizon Online system. Second Sight's approach would be to select case studies that responded to different issues raised by SPMs about Legacy Horizon and Horizon Online. This would include issues which SPMs encountered with POL's business processes and back-end systems.

15. It was not my decision not to proceed with the KPMG audit. This decision – and the extent to which the Second Sight review played a part in that decision – was taken by senior Fujitsu management.

Meeting Ian Henderson on 13 September 2012

16. The Inquiry has asked me questions about the witness statement of Ian Henderson dated 28 September 2018 [POL00091426], specifically my recollection of what Mr Henderson says at paragraphs 2.2 and 2.4. These paragraphs describe my meeting with him at Fujitsu's offices in Bracknell on 13 September 2012 and some documents I sent him afterwards. This meeting on 13 September 2012 was the "workshop" I had proposed in the call with Mr Henderson on 27 July 2012.
17. I have seen an email chain setting up the meeting with Mr Henderson on 13 September 2012 [POL00117936]. On 4 September 2012, I asked whether any advance preparation was required for the meeting. This prompted a response from Mr Henderson clarifying that he wanted the workshop to include a briefing about Legacy Horizon and Horizon Online, and that he wanted to receive sample copies of specific types of Horizon data. He explained that he wanted to develop the ability to analyse the raw data himself.
18. I have a general memory of the meeting on 13 September 2012 but not the detail of it. My memory is that the meeting was split into two parts. The first part was an introductory session with Mr Henderson as part of a larger group. I believe (but I cannot be completely certain) that Simon Baker of POL and Pete Newsome of Fujitsu attended. It is possible that others were also present but I don't remember who they were. Then I had a one-to-one session (the workshop) with Mr Henderson alone in which I explained how to interpret the audit logs generated by Legacy Horizon and Horizon Online using some samples I had prepared beforehand (as Mr Henderson had requested in his email of 5 September 2012).
19. From memory, the meeting on 13 September 2012 was the only occasion I met Mr Henderson (or anyone else from Second Sight) in person. In general terms I understood that the work I did for Second Sight needed to be

communicated through POL and its lawyers, who in turn dealt directly with Second Sight.

20. I note that, in paragraph 2.2 of his witness statement dated 28 September 2018 [POL00091426], Mr Henderson says that he believed that I was the *“Fujitsu lead engineer on the POL contract”*. This belief is not quite right. I was one of a number of senior engineers on the POL contract but I was not the lead one. As I have set out previously, there was a series of lead architects on Horizon over time, but I was never the lead architect.
21. My memory of precisely what I said to Mr Henderson at the meeting on 13 September 2012 – in terms of the actual words I used – is unclear. I was not taking notes and I don’t recall whether anyone else was.
22. At paragraph 2.2 of his witness statement dated 28 September 2018 [POL00091426], Mr Henderson says that, during this meeting, I confirmed that Fujitsu’s *“capability”* to remotely access branch terminals *“existed and was occasionally used to troubleshoot problems in branch.”* I have no reason to doubt that we discussed remote access, i.e. Fujitsu’s ability to access and inject messages into live Horizon data. I also have no reason to doubt that I would have said something to the effect that Fujitsu used remote access *“occasionally.”* That would have reflected my understanding in 2012 that Fujitsu’s use of remote access was very rare. That remains my understanding.
23. I would not have considered that I was disclosing anything sensitive by telling Mr Henderson about remote access. As the Inquiry knows, a form of remote access by Fujitsu was one of the (discarded) options considered by POL in September/October 2010 for correcting the effect of the Receipts and Payments Mismatch bug [FUJ00083353]. I had mentioned Fujitsu’s use of remote access in a witness statement I signed in the case of R v Wylie on 27 November 2012 (see [POL00097216] and [POL00133644]). I understood that POL knew about Fujitsu’s ability to access and inject transactions into live Horizon data. I will expand on these issues later in this statement.

24. At paragraph 2.4 of his statement dated 28 September 2018, Mr Henderson explains that I sent him certain data after the meeting on 13 September 2012:

“My view was that the key to understanding transactions within the Horizon system was to be provided with access to the raw transaction data, known as XML reports. Mr Jenkins provided me with some sample XML data shortly after our meeting on 13 September 2012 and I was subsequently able to “reverse engineer” this data and see a level of detail that was not made available to sub-postmasters or to POL.”

25. I believe this is a reference to an email I sent to Ian Henderson on 14 September 2012 [POL00117936], which attached a Zip file containing 11 documents. The first of these documents was a briefing entitled *“Info for Ian”* [FUJ00123862]. Section 2 of this briefing gave an overview of the other 10 documents: the subsections of section 2 provided more information about three of these documents and how they could be used. Section 3 provided information to assist in the interpretation of the value used in the *“Entry Mode”* attribute of transaction data. This was material which I hoped would provide Mr Henderson with an insight into the mechanics of Horizon and an understanding of how to interpret the raw data (as he had requested).
26. In paragraph 2.4 of his witness statement dated 28 September 2018 [POL00091426], Mr Henderson says that he *“reverse engineered”* the data I sent him to see *“a level of detail that was not made available to sub-postmasters or to POL.”* I don’t know exactly what Mr Henderson means by *“reverse engineering”* but I assume he is referring to analysing the raw data.
27. In the months after the workshop with Mr Henderson on 13 September 2012 (and my email to him on 14 September 2012), it would appear from the documents I have been shown recently that I had a few conference calls either with him or Ron Warmington, who I understood was Mr Henderson’s main colleague and co-investigator at Second Sight. My recollection is that these calls were always organised by POL and that I did not speak to Mr Henderson or Mr Warmington without someone from POL present. I cannot now

remember how many of these calls I participated in or the details of what we discussed beyond what is recorded in the emails (see, for example, the note of the call on 25 March 2013 recorded in the email at [POL00097915]).

28. I recall suggesting that POL should provide information to Second Sight about the Receipts and Payments Mismatch bug. However, I cannot recall why this suggestion came from me when POL already had detailed information about this bug and had decided how it should be responded to in terms of how to correct the accounts of affected branches. I also recall that I provided information about the Suspense Account bug to POL so that they could consider whether to pass it to Second Sight, although I cannot now recall the exact circumstances of this.

The Spot Reviews

29. The Inquiry has asked me to what extent I contributed to Second Sight's Spot Reviews, and to describe the nature and extent of my input.
30. I was a member of the group set up by POL to review and respond to Second Sight's Spot Reviews. This did not mean I was involved in all Spot Reviews. I understood that the Spot Reviews were intended to be investigations by Second Sight into specific complaints raised by particular SPMs. I had no involvement in selecting these complaints. I cannot be certain how many Spot Reviews were investigated in total but I believe there may have been up to 30. Again, I don't recall having any direct contact with Second Sight about any of the Spot Reviews. I provided technical analysis to POL for some of the Spot Reviews in response to questions that I understood Second Sight had asked POL. In general terms I did this by analysing the data for the particular branch and providing to POL my understanding of what the data showed (an exception to this is Spot Review 5, which did not involve any data analysis, and which I address below). I understood that any analysis I undertook for POL for the Spot Reviews was being provided indirectly to Second Sight having first been considered by POL and its lawyers. But I also understood

that Second Sight were being provided with the same raw data that I analysed so that they could carry out their independent analysis (and verify mine).

31. In terms of the amount of input I had, this varied considerably from one Spot Review to the next. There are, at the time of preparing this statement, gaps in the disclosure in relation to the Spot Reviews and I cannot therefore be definitive about the extent of my involvement. In summary, however, I believe that I produced the first draft of the response for Spot Review 1. I believe that I reviewed the draft responses for Spot Reviews 11, 12, 13 and 22. I believe that I gave input on some others (such as Spot Reviews 5, 6, 10, 21 and 23). For a number of Spot Reviews, I don't believe I had any involvement at all.
32. The Inquiry has not asked me to address the facts of any specific Spot Review. However, I can see that Second Sight reached conclusions about four Spot Reviews in its interim report of 8 July 2013 [POL00029744]. These were Spot Reviews 1, 5, 21 and 22. After this report, as I understand it, the Spot Reviews were subsumed into the Mediation Scheme and my involvement in Second Sight's work dropped away. I will address these four Spot Reviews as they appear to be the only ones which actually came to any conclusion. If there are additional Spot Reviews the Inquiry would like me to address, I would be willing to do that.
33. Of these four Spot Reviews, 21 and 22 related to POL processes and I can't add to the contemporaneous documents. However, I can address Spot Reviews 1 and 5 in more detail.

Spot Review 1

34. Spot Review 1 (also known as SR001) concerned Mr John Armstrong, who was the SPM at Lepton branch. Paragraph 205 of my second witness statement to the Inquiry [WITN00460200] summarised my response to the issue which Mr Armstrong had raised through Helen Rose in 2012. In this

witness statement, I will expand upon this response by reference to the contemporaneous documents.

35. [POL00040888] set out Mr Armstrong's account, which related to an online payment which had failed on 4 October 2012. The essence of his account was that Horizon Online had reversed this transaction automatically without his involvement and without notifying him. Simon Baker from POL emailed me (and others) Mr Armstrong's account on 19 March 2013 [POL00097672], forwarding an email from Ian Henderson which explained that:

"The main issue in SR001 is the automated and largely silent recovery process which occurs when Horizon detects either a power or a communication failure. Can you ask Fujitsu to provide us with a clear written description, including flowcharts, of how this is designed to operate for both old and new Horizon?"

36. I can see that, later the same day (19 March 2013), there was an internal debate within POL about whether I should "lead" the response to SR001 or whether it should be handled in-house [POL00097729]. I wasn't aware of this debate at the time. I note that Ivan Swepson from POL's 'IT Separation Programme Office' queried this and asked "Is there no one in-house with knowledge of Horizon requirements?" Simon Baker replied that there was but that he did not have an issue with Fujitsu writing the response, noting that POL would oversee it. I can see that the next day (20 March 2013), POL notified me that I should lead the response [POL00097745]. I said it would take me about a week to draft the response and suggested that POL might wish to send Second Sight the Fujitsu design document concerning recoveries in Horizon Online. I do not know whether they did this.
37. On 26 March 2013, I emailed Andy Winn at POL a first draft in response to a request from him [POL00097845]. I believe that [POL00130133] is a copy of this first draft. My covering email noted that the draft was subject to legal and commercial review within Fujitsu.

38. My draft states that I had obtained the raw logs (i.e. the audit data) for Lepton branch. I noted that these raw logs had also been provided to Second Sight. This was the first occasion on which I had reviewed the raw logs for Lepton branch. Several months earlier, Helen Rose had asked me some questions about the branch (I addressed this at paragraph 205 of my second witness statement to the Inquiry [WITN00460200]). At that earlier stage, I had looked at the transaction data, not the raw logs. When responding to SR001 I reviewed the raw logs. This did not change my understanding of what had happened at the branch but it enabled me to give a more detailed explanation.
39. My overall conclusion, after reviewing the raw logs, was that I agreed with Mr Armstrong that the reversal of the transaction in question (the payment of a BT bill for £76.09 in session 537803) had been system generated but concluded that, before the reversal took place, Horizon had sent repeated notifications which made it clear that there had been a failure to connect to the data centre (that is, this bill could not have been paid because of this connection failure).
40. Horizon made four attempts in total to process the customer session containing the transaction, each of which lasted 40 seconds, and each of which failed as a result of communications problems (i.e. glitches in the connection). The first attempt was initiated by Mr Armstrong. When that failed, Horizon automatically made a second attempt. When that failed, the counter screen displayed a message stating that there had been a failure to connect to the Data Centre. The screen gave Mr Armstrong the option of "Retry" or "Cancel". Mr Armstrong pressed "Retry", which initiated the third attempt to process the transaction. When that failed, Horizon automatically made a fourth attempt. When that failed, the screen again displayed a message stating that there had been a failure to connect to the Data Centre. The screen again gave Mr Armstrong the same option of "Retry" or "Cancel". Mr Armstrong pressed "Cancel". At that point, the counter printed out three identical hard copy disconnect session receipts (one for the customer, one for branch records and one to attach to the counter to aid with recovery). These receipts ascribed a zero value to the BT bill payment and stated that there had been a failure to

connect to the Data Centre. Horizon then automatically logged Mr Armstrong out.

41. Horizon had therefore sent notifications in the form of two sets of screen messages and three hard-copy receipts that made it clear that there had been no connection to the data centre (i.e. so the BT bill had not been paid). The bill should only have been treated as paid when Horizon notified the SPM – through an AP receipt – that the session had successfully settled (which, in this case, it never did). In addition to printing the three disconnect session receipts, Horizon later printed a recovery receipt when Mr Armstrong was able to log on again, confirming that the failed transaction had been reversed (i.e. not processed). These steps indicated that Horizon had worked as it was designed to do. This was also the conclusion of Second Sight. Plainly the Horizon system (like any payment system) needed to have procedures for when a payment or a transaction did not go through, or where it was unclear as to whether or not it had been processed successfully.

42. What I have described above represented a change in process from Legacy Horizon to Horizon Online. POL was obviously well aware of this but there may be a question as to whether it properly trained SPMs about this change. Communications failures which then led to reversals of failed transactions, like the one seen here, were not a common occurrence. I can imagine that Mr Armstrong may not have been familiar with what Horizon Online was telling him to do and may not have been aware that Horizon Online, in these circumstances, assumed that the BT bill payment had not been processed. No doubt it was difficult keeping a customer waiting for several minutes for the session to complete (or in this case fail), particularly if the branch was busy with other customers at the time. However, the three disconnect session receipts did show that no money had been taken for payment of the BT bill and that the full amount of cash was to be returned to the customer. The recovery receipt also informed Mr Armstrong that £76.09 was due to the customer, meaning that the payment of the BT bill had been reversed. The recovery receipt did not state that this transaction had been *automatically* reversed by Horizon (as opposed to Mr Armstrong initiating the reversal). This

could have been confusing, particularly if the meaning of the screen messages and receipts had not been addressed in POL's training for SPMs on Horizon Online.

43. On 2 April 2013, I notified POL that the SSC at Fujitsu would be happy to run a workshop with Second Sight concerning system-generated recoveries [POL00097915]. I thought it might be helpful to Second Sight's work on SR001 (and more generally) to have a face-to-face training session with members of the SSC (at which I would probably be present). This would have allowed for discussion and to enable any technical questions to be answered. My email noted that I hadn't raised the idea directly with Second Sight and wanted to run it past POL first. I don't know whether this session took place but I don't recall participating in one. It was a matter for POL what sort of support and assistance it wanted Fujitsu to provide to Second Sight.
44. Later the same day (2 April 2013), I received an email from Simon Baker, informing me (and others) that the responses to four Spot Reviews (including SR001) did not *"drive home our message in a compelling way – that would persuade MPs or media or members of the public that there are no issues (and it looks like there aren't)"* [POL00097917]. I don't believe that I had approached any of the Spot Reviews on the understanding that POL wanted to convey any sort of *"message."* In relation to SR001, for example, I had provided a technical explanation of what the underlying data for Lepton branch showed. In this email Mr Baker suggested that he might convene a workshop with POL's lawyers and ask them to put the responses to the Spot Reviews together.
45. It appears that POL did then involve lawyers in drafting the responses to the four Spot Reviews. On 19 April 2013, I received an email from Andy Parsons of Bond Pearce, who was one of POL's external lawyers, attaching re-drafted versions of the four Spot Reviews (including SR001) [POL00098035]. The covering email noted that this re-redrafted version of SR001 was *"largely as per Gareth's first draft"* and described the three key changes he had made. Whilst I cannot be sure, I believe that the relevant attachment to this email

may be [POL00098043], which is described as “*version 2*” of POL’s response to SR001.

46. My lawyers have shown me [POL00130164], which appears to show in track changes the amendments made by POL/Bond Pearce to my first draft when they produced their “*version 2*”. The track changes indicate that the executive summary (section 1) was their work and not mine. It can also be seen that they added new paragraphs to my draft (such as paragraph 9 in section 4).
47. On 22 April 2013, I made some comments on “*version 2*” of the response and emailed them to Mr Parsons [POL00098053], but as my lawyers cannot find the attachment to this email on the Inquiry’s database, I am unable to explain what I amended or why.
48. On 18 June 2013, POL contacted me to say that Mr Armstrong had queried the response because he believed that he had not acknowledged the failure of the BT bill to be paid [POL00098604]. In response, I explained that where, as here, a communications failure had occurred when trying to settle a basket, messages would be shown on the counter screen informing the SPM of the loss of connection to the data centre. I explained that these screen messages had been shown twice at Lepton branch for this particular transaction. On the first occasion, Mr Armstrong had pressed “Retry” and on the second occasion he had pressed “Cancel”. By pressing these options, Mr Armstrong had acknowledged (on two occasions) the fact that the session had not been completed successfully. I also explained that the counter had then printed out three disconnect session receipts that stated that there had been a communications failure and showed a zero value for the BT receipt, thus indicating that it had not been paid. It seems that, after receiving this clarification from me (via POL), Mr Armstrong found the three disconnect session receipts in his records (which he had not located previously): see his email to Ron Warmington of 25 June 2013 at [POL00002239]. The receipts set out on page 4 of that email chain demonstrate that the full £80 cash withdrawal should have been provided to the customer and that the value of the BT bill was nil (i.e. not paid).

49. Second Sight made findings about POL's response to SR001 in their interim report dated 8 July 2013 [POL00029744], which I address below.
50. Before leaving this point, I should make clear that when I dealt with Helen Rose in relation to the Lepton branch in February 2013, I had explained to her that it would be relatively simple to add an extra column into the existing ARQ report spreadsheet, so that it would be clear whether the Reversal Basket was generated by Recovery or not [POL00134138].
51. I also note that an email on 22 October 2014 (which I do not think I saw at the time) sent by James Davidson of Fujitsu, in which he set out the parameters of what the standard ARQ data sent to POL demonstrated, explained to a number of individuals within POL [POL00091397]:

"This does not provide all of the data held, it only provides what Post Office has said that it wants to see in an ARQ record, we have recommended on several occasions that this is reviewed to make sure it continues to give you what you need in the circumstances."

Spot Review 5

52. Spot Review 5 (also known as SR005) concerned Michael Rudkin, who had informed Second Sight that he had witnessed a POL employee talking about accessing (and actually accessing) live Horizon data from the basement of Fujitsu's offices in Bracknell in August 2008.
53. I didn't take the lead in responding to SR005 but I did assist with some aspects of the response at an early stage. It is my understanding that work on the response was undertaken by a number of people in POL and Fujitsu in order to ascertain who Mr Rudkin might have spoken to.

54. I can see that, on 6 June 2013, I sent some initial comments on two emails in the email chain at [FUJ00087028]. My comments were interposed with these two emails and prefixed with my initials GIJ.
55. The first email on which I commented was from Ian Henderson, which he had sent on 3 June 2013. I inserted short responses to seven questions Mr Henderson had asked about the ability of the POL team in Bracknell to undertake transaction corrections, rem out type transactions and journal adjustments to live data. I worked in Bracknell, had visited the basement many times and knew enough about the team that worked there to know that they were testers who could only access test data, not live data (the test and live systems being completely insulated from each other). I therefore thought that the premise of SR005 was incorrect. I explained this in my responses. I also said that Fujitsu operations and support staff (unlike the POL team in the basement at Bracknell) had the ability to inject transaction corrections and rem out type transactions, as well as to make journal adjustments, to live Horizon data. I made this point because I felt it was important to acknowledge that, even though the team of POL testers in the Bracknell basement (which I understood Mr Rudkin had visited) had no remote access to live data, there were teams of Fujitsu employees not based in the basement who did.
56. The second email upon which I commented was from Pete Newsome, which he had sent on 4 June 2013. My responses mainly repeated the point that the POL team in the Bracknell basement could only access test data, not live data.
57. I did not send my comments on these two emails direct to Ian Henderson (or anyone else from Second Sight). I sent them to colleagues in Fujitsu. I assumed that they would forward them to POL, who would use them in responding to SR005.
58. I see that POL emailed its response to SR005 to Second Sight on the evening of 6 June 2013 [POL00029593]. I assume that the response attached to this email is the undated two-page document at [POL00029594], although I have

seen longer versions of this response at [POL00029824] and [POL00031346] (both of which are also undated).

59. It appears that others were able to contribute to the response in more detail given the underlying work which had happened (see, for example, [FUJ00124449] and Bill Membury's references to the underlying documentation about the technical segregation of the test and live systems). However, I can also see that the response, in some respects, took account of my answers to the seven questions in Mr Henderson's email of 3 June 2006. That said, there are differences. For example:
- a. I had said I could not respond to question 2, noting that "*it was probably one for Bill*" (meaning Bill Membury). The response POL sent to Second Sight dealing with question 2 was written by someone other than me. I do not know who did write it.
 - b. The response POL sent to Second Sight dealing with question 4 was completely different from what I had written. Again, I do not know who did write it.
 - c. The response POL sent to Second Sight dealing with question 7 did not include my reference to Fujitsu's teams having the ability to inject transaction corrections etc. into live Horizon data. I do not know why POL omitted this part of my explanation in its response.
60. For completeness, I have looked at the longer versions of the response at [POL00029824] and [POL00031346]. I do not believe that any of the additional material that appears as issues 1, 2 or 4 within these responses was provided by me. I assume this additional material was written by POL and/or Bond Pearce.
61. It may be that these longer versions of the response were written as a result of questions asked by Ron Warmington on 11 June 2013, which expressed dissatisfaction with the relevance of POL's response [POL00029598]. I did not

see this email at the time. It seems to be connected to a meeting between Second Sight, POL and Fujitsu the following day (recorded at [FUJ00087053]). I am not listed as attending this meeting and have no recollection of it (and having checked, I was on holiday that week).

62. I can see that, on 19 June 2013, in the context of SR005, I sent an email setting out that POL staff had no capability to “*manipulate*” branch accounts in Legacy Horizon [POL00296678]. Referring to the POL Operations Manual (which I may not have seen before), I would not have considered transaction corrections issued by POL a means of manipulating branch accounts. POL generated transaction corrections through an interface to POLSAP and sent them to the branch through standard interfaces which were audited. To my mind, this did not amount to injecting transactions into the live Horizon system (and thereby manipulating or changing branch data). Rather, it was a means by which POL could seek permission from authorised users in the branch to correct the branch accounts. If those users consented to the transaction correction, new transactions would be added into the branch accounts associated with the user who authorised the Transaction Correction. No data would be deleted from the branch accounts. I can see that Mr Ismay was copied into the email chain at [POL00296678] and was asked questions (by Mr Allchorn) about POL’s ability to access branch accounts.
63. I can also see that, on 24 June 2013, I became briefly involved again in SR005 when I responded (indirectly) to a question from Ian Henderson which seemed to confuse the injection of transactions into the BRDB of Horizon Online and the processing of cash rem’s [FUJ00087066]. I haven’t seen any material suggesting that I had any involvement in responding to SR005 after that.
64. Whilst I didn’t see this email at the time, my lawyers have shown me [POL00021696], which indicates that, on 1 July 2013, Second Sight found material indicating that the person Mr Rudkin had met in the Bracknell basement in August 2008 was Martin Rolfe. I knew Martin fairly well: he was working as a tester at that time and, as far as I am aware, neither he nor his POL colleagues would have had access to any live Horizon data. I understand

from the Inquiry's disclosure that when Martin Rolfe was identified, POL obtained a witness statement from him about his meeting with Mr Rudkin.

65. Second Sight made findings about POL's response to SR005 in their interim report dated 8 July 2013 [POL00029744], which I address below.

The Second Sight reports

66. The Inquiry has asked me whether, in my view, Second Sight had access to a sufficient level of technical information about the Horizon IT System to arrive at any safe conclusions about its integrity. I find this question difficult to answer as I don't know, overall, what information Second Sight was given by POL in respect of every Spot Review. Moreover, my involvement with Second Sight fell away after its interim report of 8 July 2013 was published and the Spot Reviews were subsumed into the Mediation Scheme.
67. Looking at the interim report now, its stated focus was on "systemic issues", which Second Sight defined to mean "system-wide issues", i.e. issues affecting the whole estate. I was not aware of any reluctance on Fujitsu's part to provide Second Sight with technical information relevant to Horizon or any issues within it. As far as I was aware, Fujitsu provided whatever technical information POL told us Second Sight wanted. Plainly, in reaching its conclusions, Second Sight took into account materials on the Receipts and Payments Mismatch bug and the Suspense Account bug.
68. The six preliminary conclusions of Second Sight are listed at paragraph 8.2 of the interim report:
 - a. The first conclusion (paragraph 8.2(a)) states that "*We have so far found no evidence of system wide (systemic) problems with the Horizon software*". As a software engineer working on Horizon for many years, this was the conclusion in which I was most interested. I was also

unaware of any system-wide problem with Horizon's software, i.e. a bug that had caused discrepancies across the entire estate.

- b. The second conclusion (paragraph 8.2(b)) refers to the Receipts and Payments Mismatch bug and the Suspense Account bug, both of which occurred in Horizon Online. I can see that POL forwarded my papers about these two bugs to Second Sight on 21 June 2013 [POL00188670]. I agree with how the Second Sight report describes these two bugs.
 - c. The third conclusion (paragraph 8.2(c)) appears to be based on SR001. It is expanded on in Appendix 1 to the report. Paragraph 1.9 of Appendix 1 acknowledged that Horizon "*did operate in accordance with its design*" in relation to Lepton branch (which was also my stated view concerning SR001) but was critical of the timing of the receipts printed. I have addressed SR001 earlier in this statement.
 - d. The fourth and fifth conclusions (paragraphs 8.2(d) and (e)) appear to be criticisms of POL, not Fujitsu or the Horizon application, and I don't know enough to comment on them.
 - e. I don't think I can really comment on the sixth conclusion (paragraph 8.2(f)) other than to say that it is consistent with my general recollection that some SPMs did experience these sorts of problems.
69. Appendix 2 to this report addressed SR005 and stated that enquiries were ongoing due to a conflict of evidence. As I have explained earlier, I understood that POL and Fujitsu had done a lot of work in demonstrating why the POL team working in the basement in Bracknell (including Martin Rolfe) could not access any live Horizon data.

Events after the Second Sight interim report

70. It is only in the past few years that I have begun to piece together the effect that Second Sight's interim report had on POL's prosecutions. I am still not sure that I have the full picture.
71. I now understand that this report led directly to advice from Simon Clarke (who I understand was a barrister employed by Cartwright King) dated 15 July 2013 [POL00006357]. This advice was highly critical of me and has had far-reaching consequences. I was not aware of this advice (nor any such criticism of my integrity) at the time it was produced. I only became aware of it when it was disclosed in late 2020 during the Court of Appeal proceedings which quashed the convictions of a number of SPMs. Until that point, I did not know that over seven years earlier I had been accused by POL's lawyers of failures of disclosure as an expert witness in its prosecutions. If anyone asked me about giving evidence in prosecutions or spoke to me because of these criticisms, it was not apparent to me. I was unaware of the advice when POL asked me and I agreed to assist with various matters between 2013 and 2020, including the group civil proceedings.
72. It seems that Simon Clarke's advice was produced because Second Sight became aware of three bugs in Horizon, which they referenced in their interim report. This report referred to the Receipts and Payments Mismatch bug and the Suspense Account bug (both of which had affected Horizon Online) at paragraphs 6.4 to 6.9. Paragraph 6.10 referred to the Callendar Square/Falkirk bug (which had affected Legacy Horizon).
73. A draft of Second Sight's interim report (or perhaps a summary of it) seems to have been provided to POL by late June 2013, since it was referred to in a short telephone call on 28 June 2013 involving me, Simon Clarke and Martin Smith. I understood that Mr Smith and Mr Clarke were colleagues at Cartwright King. There is a transcript of this call at [POL00142322]. I don't remember this call at all. I do not know if this transcript is an accurate and complete record of the call, whether it reflects everything I said or whether

anything I said was misunderstood by Mr Clarke or Mr Smith. I did not know until this Inquiry that the call was being recorded and a transcript had been produced. I do not believe that I had ever spoken to Mr Clarke previously. Halfway through the call, Mr Clarke made clear that Mr Smith was also listening in. This call came out of the blue and they asked me some questions about a prosecution of an SPM I had never been involved in (that of Mrs Samra). I confirmed, in response to Mr Clarke's questions, that information had been provided to Second Sight about bugs in Horizon Online. According to the transcript, I explained the distinction between the integrity of the audit data and the existence of these bugs. I am recorded as having said that it could never be said that there were no further bugs beyond those discovered.

74. It seems that I may have had a conversation with POL on the same day (28 June 2013, which was a Friday). I say this because I emailed Lesley Sewell of POL my witness statement of 8 October 2010 in Mrs Misra's case at 10.16am [FUJ00124694]. Simon Baker then emailed me (in a new chain) at 6.50pm, asking: "*You mention discussing the Falkirk bug in the Misra case today, are there any other examples where bugs have been discussed in court?*" [POL00062368]. I can see that I replied to his email the following Monday (1 July 2013) at 9.21am to confirm that I was not aware of any other specific bugs being discussed in court (as the Inquiry will be aware, I had not given evidence in court in any case save for Mrs Misra's). Later that day, Jarnail Singh emailed me to ask which bugs had been referred to in Mr Castleton and Mrs Misra's cases [FUJ00154223]. I replied to confirm that in both cases the Callendar Square/Falkirk bug had been discussed. It was unclear to me why POL was asking *me* to explain what had been discussed at court in *its* cases, particularly when Mr Singh had been the lawyer involved in Mrs Misra's case.
75. Although I didn't see it at the time, I have now read an email sent by Mr Singh to various people at POL on 30 June 2013 [POL00060572]. Mr Singh refers to the call that Mr Clarke and Mr Smith had had with me on 28 June 2013. At paragraph 5, Mr Singh implied that POL had only just learned about two bugs in Horizon, that this was because I had disclosed them to Second Sight and

that POL was unaware of any other bugs. I am also aware now that in Mr Clarke's advice [POL00006357], he suggested that Mr Singh was not aware of any bugs. I also note that Mr Clarke's account of the telephone call with me differs from the transcript which the Inquiry has.

76. Looking at Mr Singh's email now, I find the suggestion that POL only knew about these bugs because I informed Second Sight about them very surprising. I will not repeat all of the evidence I have given in my previous witness statements to the Inquiry, but in summary:

- a. My clear understanding was (and remains) that POL knew about bugs which had caused discrepancies in branch accounts, both in Legacy Horizon and Horizon Online. Over the course of many years, POL had had to sign off each new software release rolled out by Fujitsu on Legacy Horizon and Horizon Online. These software releases contained lists and brief descriptions of the bugs that were being remedied. Information about bugs had also been regularly shared by Fujitsu's problem management team to their counterparts in POL (and vice versa). There were other less formal channels of communication including emails in which Fujitsu and POL discussed bugs they had discovered. To take only some of the most prominent examples: discussions between Fujitsu and POL about the Callendar Square/Falkirk bug in 2006 (see [FUJ00083721]); Fujitsu telling POL about the Remming Out bug in 2007 (see [FUJ00121071]); Fujitsu telling POL about the Craigpark bug in 2008 (see [FUJ00155252]); Fujitsu telling POL about the Receipts and Payments Mismatch bug in 2010 (see [FUJ00081137]); and POL knowing about the existence of the Suspense Account bug before Fujitsu did (see [FUJ00083375]). I am unable to explain why, in late June 2013, some of POL's lawyers and commercial managers seemed suddenly surprised to learn that Horizon had been affected by bugs.

- b. I had myself referred in the course of legal cases to faults in Horizon or bugs. In my witness statement in Mr Thomas's case in 2006, I had explained that Fujitsu relied on the PEAK system, which I said was "used

for passing faults around the team and tracking faults raised regarding the Post Office Account” (see [FUJ00122229]). In Mrs Misra's case, I had referred POL's lawyers to the existence of 200,000 faults on the PEAK system (see [FUJ00153159]); I had told the defence expert Professor McLachlan and been cross-examined at court about the Known Error Logs maintained by Fujitsu (see [POL00055059]); I had referred in my email correspondence, provided to Mr Singh, to the problem of transactions being lost due to a locking problem (see [FUJ00152930]); and I had given written and oral evidence about the Callendar Square/Falkirk bug (see [POL00001643]).

- c. A number of people from POL had been involved in the response to the Receipts and Payments Mismatch bug. I now know that Mr Singh and others in POL's criminal law team became aware of the Receipts and Payments Mismatch bug in October 2010, days before Mrs Misra's trial commenced (see [POL00055410]).

77. If Mr Singh was trying to give the appearance in June 2013 that POL only knew about two bugs in Horizon, which had only recently come to light as far as POL was concerned, and only because I had disclosed them in the course of the Second Sight investigation, then that was obviously wrong. Yet that appears to be the basis on which POL and its lawyers (including Mr Clarke) proceeded.

78. My lawyers have shown me [POL00029618]. From this, I can see that Mr Warmington had made inquiries of POL about who knew about the Receipts and Payments Mismatch bug and the Suspense Account bug:

“Also, the first report (on the Receipts and Payments Mismatch Problem) mentions, on page 2 of 30, “this will assist in explaining the issue to senior management and, if necessary, the Press”. Can you please let me know whether, when and who (at Board level) was informed about this defect (and also the later Local Suspense Account defect) and

whether any Press Release was issued in respect of either of them? If so, may I please see a copy of that?"

79. POL's internal discussion subsequently considered how high, internally, information about the bugs had gone. I do not know who the most senior person was in POL who knew about these bugs between their discovery and the point in time when Second Sight first said that they intended to refer to them in their Interim Report.
80. I do not recall the taped conversation and have no recollection that Mr Clarke spoke to me after 28 June 2013. He did not ask me whether there had been any other bugs in Legacy Horizon or Horizon Online, nor how those bugs had been communicated by Fujitsu to POL (or vice versa) at the time of their discovery. He did not ask me to explain the circumstances in which I had provided witness statements in POL's prosecutions. He did not ask me what instructions Mr Singh or any other lawyer had given me. His advice (dated 15 July 2013) [POL00006357] was therefore written without any information from me about knowledge within POL about bugs in Horizon over many years; my communications with POL and Cartwright King lawyers during the prosecutions; my understanding as to what I was being asked to do by POL and Cartwright King in those prosecutions; and what instructions or guidance POL's lawyers (including Cartwright King) had given me about my role.
81. I do not understand why Mr Clarke did not speak to me about any of these matters. I understand that at one stage before preparing his advice, he seems to have acknowledged that he would. My lawyers have shown me some written advice he prepared on Ms Samra's case of 2 July 2013 [POL00172804]. I did not see this advice at the time. Paragraph 7 of the advice referred to the call that he and Mr Smith had had with me on 28 June 2013. At paragraphs 21 and 22, Mr Clarke expressed concern that Fujitsu's statements served in previous prosecutions had not referred to the bugs disclosed to Second Sight, noting that:

“This is a matter to be returned to at an appropriate time [...] In any event I require a face-to-face conference with Gareth Jenkins upon publication of the Second Sight report.”

82. I am as confident as I can be that this face-to-face conference with me never happened.
83. My lawyers have shown me, from the Inquiry’s disclosure, a handwritten note dated 2 September 2013 [POL00155555]. I understand from evidence recently given to the Inquiry that Rodric Williams wrote this note. In his note, which is difficult for me to interpret, Mr Williams appears to have acknowledged that it was not thought I had ever been advised of expert duties. It records: *“what were we doing to instruct GJ”* and *“don’t think he’s ever been advised of his duties”*. This is the important handwritten note I referred to at the beginning of this statement. I understand from my lawyers that there are very few handwritten notes in the disclosure. That concerns me because it seems only as a result of this handwritten note that it is clear POL knew in 2013 that there might be issues about whether it had instructed me or provided me with information about expert duties. Otherwise, there is very little email discussion about this issue, which is of clear importance to me. Again, I mention this because no one from POL spoke to me about it in 2013 or in the years that followed.
84. It is unclear to me whether, after receiving Mr Clarke’s advice, POL or Cartwright King reviewed any of the relevant case files to see what instructions I had been given or whether I had been advised of the duties of an expert witness. I do not know whether any of the prosecution lawyers I had dealt with – such as Jarnail Singh, Rachael Panter, Martin Smith or Andrew Bolc – were asked questions about these matters. I do not know whether POL ever disclosed its understanding that I had not been properly instructed as an expert to Brian Altman KC or the Criminal Cases Review Commission.
85. It does seem, however, that Mr Clarke’s advice prompted POL to consider how best to inform Fujitsu that I had not complied with expert duties (see

[POL00297607] and [POL00297764]). It also appears that it prompted POL to instruct its lawyers to prepare two documents addressed to Fujitsu. One was called a “*shot across the bow*” and the other was a “*letter of claim*” [POL00193383]. I believe one of these documents may be the draft that appears at [POL00140620] although I cannot be certain. The draft states that “*Post Office was [...] disappointed to discover that witness evidence prepared by Fujitsu may not have been fully disclosing historic (albeit known and resolved) defects.*” I assume this is a reference to the witness statements I signed in POL’s prosecutions. There are gaps in the documents and so I remain unclear exactly what POL told Fujitsu about my status in its prosecutions or what happened to POL’s letter of claim against Fujitsu. In any event, I was never asked about or involved in these discussions.

86. My understanding now is that, shortly after Mr Clarke’s advice, POL instructed Brian Altman KC. My lawyers have shown me written advice he produced on 15 October 2013 [POL00006803]. Again, I did not see this advice at the time, nor did I know until late 2020 or early 2021 that a silk was giving advice to POL about my evidence in a number of its prosecutions. At paragraphs 147-148 of this advice, Mr Altman KC concluded, in respect of me, that I was:

“in breach of his duty as an expert, that his credibility as an expert is accordingly fatally undermined, and that he could no longer be relied upon to give expert evidence [...] I am unclear whether Mr Jenkins was challenged about the non-disclosure to POL and, if so, what his explanation was for it.”

87. Again, to be clear, I was not asked about ‘non-disclosure’ to POL nor asked for any explanation for it. I did not know that these were even issues being considered by POL.
88. It seems that the terms of reference drafted by POL’s lawyers for Mr Altman KC included a question about whether Mr Altman KC should meet me [POL00298011]. He seems to have acknowledged that this required careful consideration [POL00021981]:

“Not meeting and hearing him [Mr Jenkins], where there may be questions potentially impacting on non-disclosure by him, and his role as an expert, risks exposing the final report to criticism. However, this is not a judicial or public inquiry with the formal receipt of evidence. This is something I shall need to think about very carefully; at this very early stage I am not unnaturally undecided.”

89. Ultimately, it seems that Mr Altman KC and/or POL decided that he should not meet me or hear from me. I was not therefore able to give an account to Mr Altman KC.
90. The email chain at [POL00169308] suggests that POL (and Cartwright King) knew that there was a sensitivity about my role and that what was said to me about ongoing prosecutions needed to be handled with considerable care. I have also noted that POL appears to have received advice from Andy Parsons at Bond Pearce about minimising the Helen Rose report because it was alerting convicted SPMs to problems with the evidence I had given [POL00020634].
91. I was disturbed to learn these things when reading the documents disclosed by the Inquiry. I had been asked to assist in 2013 with drafting terms of reference for the external expert I understood was to be appointed to give evidence on Horizon (a copy of these can be found at [FUJ00156908]). As I have explained in my third witness statement to the Inquiry at paragraphs 692 to 700 [WITN004604300], I was told by Fujitsu on 3 December 2013 that my involvement in POL’s prosecutions had ceased because there had been some legal advice given to POL concerning the “*rules of evidence*” which meant that POL now needed to consult an “*external expert*” [FUJ00156923]. That remained my understanding until late 2020, when I first learned of Mr Clarke’s advice.
92. I was not asked or challenged by anyone in 2013 (or in the seven years that followed) about breaches of expert duties or disclosure obligations. If anyone

did raise with me that POL did not want me to give evidence in the GLO proceedings because I had given evidence for POL in its prosecutions many years earlier, it was not apparent to me that this was because I was regarded as having breached any duties or disclosure obligations.

93. It is only recently, in the criminal investigation and now in this Inquiry, that I have been asked to give an account of my evidence in POL's prosecutions. I came out of retirement to provide ad hoc advice to POL on specific issues (such as the Project Bramble report which I address below). Most significantly, POL asked me to assist with the group civil proceedings brought by former SPMs in 2018-2019 (which I also address below). POL sought my assistance with these and other matters without ever informing me that it had accused me of breaches of expert duties and disclosure obligations in its prosecutions, nor that it had effectively sought to blame me in 2013 for POL having to revisit past cases. I find it very confusing and troubling that it took over seven years for POL to make me aware of such serious issues.

Remote access

Rule 9(2) Request questions 203-205 and 207

94. The Inquiry has asked me a number of questions about remote access. I addressed remote access in my second witness statement to the Inquiry at paragraphs 147 to 157 [WITN00460200]. However, given the significance of remote access to the Inquiry and in particular to the topics covered in phase 5, I hope it is helpful for me to give a more detailed explanation of it in this witness statement.

Defining what "remote access" means

95. To my mind, the term "remote access", in its simplest and broadest terms, means accessing the live Horizon system from a location other than the branch. Beyond this, however, "remote access" seems to have been used in different ways, and has been interpreted to mean different things, depending

on the context. This risks confusion. In order to clarify the types of remote access that may be relevant to the Inquiry, I think it is important to draw a basic distinction at the outset between remote *business* access available to POL and remote *support* access available to Fujitsu.

Remote business access available to POL

96. As far as I am aware, the only type of remote *business* access available to POL in respect of live Horizon data were transaction corrections and transaction acknowledgements (I say *live* data because, as explained above, POL employed a team in the basement of Bracknell's office, including Martin Rolfe, who could access *test* data). Transaction corrections were introduced as part of Project Impact in around 2005 and POL used them in Legacy Horizon and Horizon Online. Transaction acknowledgements were introduced as part of Project Ping in around 2011 and POL used them in Horizon Online. POL did not inject either transaction corrections or transaction acknowledgements into live data and neither automatically changed the branch accounts. Instead, both generated a screen interaction that users in the branch had to accept before the transaction correction or transaction acknowledgement had an impact on the branch accounts.
97. I have seen an email dated 14 April 2014 in which I replied to questions that had been asked of Fujitsu by Rodric Williams of POL on behalf of Second Sight [FUJ00087100]. Second Sight had asked the question: "*Can Post Office change branch transaction data without a subpostmaster being aware of the change?*" I answered "*no*". This answer reflected my understanding, which remains, that POL could not inject transactions into an SPM's branch accounts. Transaction corrections and transaction acknowledgments did not involve POL changing the branch accounts without branch users being aware of the change. This is because (as set out above) they both led to a screen interaction which resulted in the branch staff generating (and thereby being aware of) the transaction which would change the branch accounts.

Remote support access available to Fujitsu

98. The closing submissions of Fujitsu in phase 3 of the Inquiry [SUBS0000025] drew a distinction between three types of remote support access available to Fujitsu:
- a. The use of read-only remote access for diagnostic and investigative purposes.
 - b. The use of remote access to make technical system changes (which the closing submissions called “housekeeping remote access”). This would include software and reference data changes which were controlled by business processes and which were designed to improve the operational performance of counters.
 - c. The use of remote access to correct an error (which the closing submissions called “substantive remote access”).
99. I would agree with this distinction. Throughout my career, I did not myself use any of these three types of remote *support* access (apart from read-only remote access in Horizon Online, i.e. the first type of remote access identified in Fujitsu’s submissions). None of my roles ever required me to use the second or third types (or the first type in Legacy Horizon). My understanding is that the second and third types were used by members of the SSC and SOT. As a result, remote access rarely came up as something I needed to consider. My understanding of the more operational or process driven aspects of it (like the ‘four eyes’ control) would have come from colleagues in the SSC or SOT.
100. I think the third type of remote access identified in Fujitsu’s submissions encompasses both the injection of *transactions* and the injection of *data*. I draw this further distinction because injecting transactions (sometimes called balancing transactions) would have affected branch accounts, whereas injecting data may have had an effect (but more likely had no effect) on branch accounts. An example of data which would not affect branch accounts would

be where a stock unit had been locked by a user who was unavailable to unlock it and the SSC injected data to unlock it.

101. My understanding is that the Inquiry is most interested in the injection of transactions and data that did have an impact on branch accounts. Therefore, in this statement, that is what I am referring to when I use the term “substantive remote access”.

102. To be clear, “substantive remote access” does not encompass accessing audit data stored in the audit server. Once data was committed to the audit server, my view was (and remains) that nobody could add to, edit or delete it without detection (except where audit data was periodically deleted because it had passed its archiving expiry date, e.g. seven years for transaction data, those expiry dates having been agreed by POL). The audit data could be accessed using an audit workstation but only by specially authorised people in Security and for the purposes of extracting it, either in its entirety or by creating subsets of it for populating the ARQ spreadsheets (and conducting these extractions did not add to, edit or delete any of the audit data held in the audit server). By substantive remote access, I am referring to Fujitsu’s ability to access and inject transactions and data into live Horizon data *before* it was committed to the audit server.

103. I also wish to reiterate that I never thought there was anything secretive about the fact that Fujitsu used substantive remote access. I referred to it on a number of occasions (see paragraph 23 above). My paper on the Receipts and Payments Mismatch bug dated 28 September 2010, for example, which was shared with POL and its lawyers, contemplated that Fujitsu might use a form of substantive remote access (with the prior knowledge of the SPMs and POL) to correct the effect of the bug in the affected branches [FUJ00083353]. I proposed that, if Fujitsu were to inject data into the BRDB, this would involve the development of a bespoke script that could be tested and then applied by the SOT to the live data held in the BRDB as a software change (according to a timetable to be agreed with POL).

104. I do not know how it would have been feasible to operate Horizon without substantive remote access. As far as I am aware, every computer system, large or small, has a form of substantive remote access built into it.

My understanding in 2014 of substantive remote access

105. The Inquiry has asked me to describe my state of knowledge in 2014 of Fujitsu's past and present ability to insert, delete or edit data in Horizon that could affect branch accounts in any way. I understand that this question is referring to substantive remote access. To answer this question, I will refer to some emails and documents I wrote or saw between 2014 and 2016, as I believe that these provide an insight into my state of knowledge during this period.

106. In the years when Legacy Horizon was operational (i.e. up to 2010), my understanding from my colleagues was that, on the rare occasions it was used, the default position was that substantive remote access was done at the correspondence server. During this period, I may have been told that substantive remote access had been done at the counter on one or two occasions (although I cannot now remember and cannot point to any examples of this). My lawyers have looked at the Inquiry's database but they have been unable to find any records where I gave advice about substantive remote access at the counter. However, I am aware that Anne Chambers emailed me and others in 2007 and referred to a possible case for "*writing a corrective message at the counter*" in relation to a particular problem she was dealing with [FUJ00142197]. My lawyers have not found any reply from me on the Inquiry's database and I am not mentioned on the associated PEAK at [POL00023765]. It is difficult to say therefore what I thought or understood in 2007 about what Anne was proposing (i.e. whether she meant writing a message at the correspondence server which would cause it to be replicated to the counter or writing a message at the counter itself). I do note though that in her email, Anne refers to taking the question up with Tony Jamasz or Gary

Blackburn of POL, so she was clearly adopting an open approach to POL about the possible use of substantive remote access.

107. At this time, in 2007, I doubt that I would have drawn, or thought a great deal, about any distinction between substantive remote access at the counter and substantive remote access at the correspondence server.
108. Turning then to the emails, I can see that, on 14 April 2014, I replied to James Davidson (of Fujitsu) about questions which had originated from Second Sight and which had been forwarded by Rodric Williams (of POL) [FUJ00087100]. Some of these questions concerned an email exchange between Andy Winn and Alan Lusher (both of POL) which discussed substantive remote access by Fujitsu in 2008 (i.e. in Legacy Horizon). A copy of this email exchange, which dates from October 2008, is at [POL00029710].
109. One of the first questions was *“Can Fujitsu change branch transaction data without a subpostmaster being aware of the change?”* This question was general in nature and seemed to encompass Legacy Horizon and Horizon Online. My answer was as follows:

“Strictly no, in that data cannot be changed. However additional data can be inserted, but this is very rare. The mechanisms for doing this were very different between the old Horizon system and the new Horizon Online system. In response to a previous query we checked last year when this was done on Horizon Online and we found only one occurrence in March 2010 which was very early in the pilot. We don't have explicit details for the old Horizon system, however it would be clear from the spreadsheets produced from the audit trail if such data have been injected as it would appear to have been written at the Data Centre and not at the counter.”

110. My response reflected my understanding or memory in 2014 of what substantive remote access in Legacy Horizon had involved. I was working on

the assumption that, on the rare occasions it had arisen, substantive remote access had happened at the correspondence server.

111. Mr Williams asked why this remote access functionality was built into the system design. Again, this was an open question which seemed to encompass both Legacy Horizon and Horizon Online. I responded that it was to allow for data to be accessed if there were any defects found in the system.

112. Mr Williams asked why Fujitsu would need to use this functionality. I referred to my previous answer and added that it would only be done under instructions from POL. This reflected my understanding in 2014 that POL had to approve Fujitsu's use of substantive remote access in Legacy Horizon and Horizon Online.

113. Mr Williams asked what controls were in place to prevent the unauthorised use of this method of access. I explained that this was controlled by normal operational procedures and that 'Ops' (i.e. the SOT) should have these details as these procedures were audited. I think my answer makes clear that I did not have these procedures to hand and was not familiar with them (which reflects that I had never had to use them).

114. Mr Williams asked when these powers had been used. I referred to knowing of only one instance in Horizon Online (this was based on work Fujitsu had conducted in 2013). I said that I didn't know about Legacy Horizon but said I believed the use of substantive remote access on that system had been very rare. I think that this belief would have been based on how rarely it had been raised with me prior to 2010 and from what I had understood from SSC staff such as Anne Chambers and John Simpkins.

115. Mr Williams then asked some further questions about the Winn/Lusher email exchange, so my answers were focused on Legacy Horizon. I explained that:

- a. The "message store" was the repository (or database) where all transactions were written.

- b. Data in the message store could not be changed, but new data could be injected into it.
- c. Any such injected data would be tightly controlled by operational processes.
- d. The *"impact"* of this change on branch records would depend on exactly what records were injected.
- e. The SPM would *"not necessarily"* be aware of the change.
- f. This method of access would be used to correct errors resulting from software defects.
- g. The controls in place to prevent misuse of this method of access were standard operational processes.

116. My answer *"not necessarily"* reflected my inability to say for certain what the position was. I could not say whether POL had always told the SPM about Fujitsu's use of substantive remote access in Legacy Horizon. As I have said previously, when I proposed a form of substantive remote access in relation to correcting the effects of the Receipts and Payments Mismatch bug in September 2010, I worked on the assumption that POL and the SPMs would be informed about its use (see my reference to their being *"happy"* with Fujitsu's proposed use of it [FUJ00083353]).

117. On 8 July 2015, I produced a paper entitled 'Old Horizon' [POL00021783]. I cannot remember the exact genesis of the paper (and I had retired by this point). The paper explained that:

"There were processes in place to allow 3rd line support staff to inject messages if necessary in order to correct issues. Any such injection would have been subject to the operational change processes and any

such change would have been signed off by Post Office Ltd... Any such message would be included in the audit trail [...] this means that it should be possible to identify them if they had occurred [...] The SSC may have details of any such process. I don't have such information. I am not aware of any specific instances where this would have happened and I do know that it would only have been done if there was no other option to correct a fault."

118. I think this paper made clear that I didn't have the first-hand knowledge to provide information about occasions when substantive remote access in Legacy Horizon had been used. This is information that the SSC would have had. I don't recall being asked any questions about this paper after I submitted it (and I haven't seen any emails to this effect). I don't know (because I had retired) whether anyone in Fujitsu carried out further work arising from the information that I couldn't provide.

119. The Inquiry has also referred me to two documents dating from August 2016. [FUJ00087187] is a note dated 12 August 2016 prepared by Alan Holmes, which records a conversation he says he had with me about substantive remote access in Legacy Horizon. I think the note contains a typo when it states that this conversation occurred on 12 August 2015. My understanding is that the note was emailed by Alan Holmes to a group of Fujitsu recipients on 15 August 2016 [FUJ00087185], although I was not copied into the email (again, probably because I had retired from Fujitsu over a year earlier).

120. The Inquiry has asked me whether Alan Holmes' note fairly reflects what I said to him. The key parts read as follows:

"[...] It was possible to inject messages into the central message store and these would be transmitted to the relevant counter message store. This was the process that was used to effect the equivalent of transaction corrections in old Horizon. Any such correction entered this was [sic] would be recorded with a node Id of the central correspondence

server (>32) and would be included in the standard branch audit trail. Thus they are readily identifiable [...] unlike the current Transaction Correction tool which restricts the types of corrections that can be made, it was previously possible to inject any sorts of messages into the branch transaction stream."

121. I don't remember whether there was any context for Alan Holmes' call but it seems to have come somewhat out of the blue during my retirement. I don't know whether this note captures everything I said to Alan Holmes or the exact words I used but it reflects what I remembered at the time (in 2016) about substantive remote access in Legacy Horizon.
122. The Inquiry has asked me to explain why Alan Holmes recorded me as saying that *"any such correction entered this [way] would be recorded with a node Id of the central correspondence server (>32) and would be included in the standard branch audit trail"*. I believe I would have said this to Alan Holmes. It would have reflected my understanding or recollection in 2016 that in Legacy Horizon, on the rare occasions it was used, substantive remote access was done at the correspondence server (which bore a Node ID of 32 or more), which made it possible to identify the injections in the raw audit trail.

How my understanding of substantive remote access evolved after 2016

123. I have considered how my understanding of substantive remote access evolved after 2016. I have identified a number of ways in which it evolved.
124. In 2017, I was asked by POL to assist with drafting a paper (as part of Project Bramble) as to whether substantive remote access could be used maliciously or for unauthorised purposes, and whether so-called "Super Users" in Horizon Online were subject to sufficient controls. This provided me with further understanding about substantive remote access. I have set out this work at paragraphs 141 to 147 below. Whilst this work deepened my understanding

of remote access, it did not suggest to me that my prior understanding of it (as summarised above) was wrong.

125. My understanding of substantive remote access also evolved as a result of my involvement in the civil proceedings in 2018-2019. As I set out below, this deepened my understanding of the SSC's use of substantive remote access in Legacy Horizon, including at the counter. I believe that I may well also have heard the word "APPSUP" (in relation to Horizon Online) a few times in my final years at Fujitsu but I didn't know exactly what it meant. During the civil proceedings, I learned that "APPSUP" (or the "APPSUP role") referred to a privilege which gave members of the SSC remote access to live data on Horizon Online. I do not know enough about it to explain why it was necessary, the circumstances in which it might have been used or how frequently it was used (if at all). I am also unclear as to exactly what data this role enabled to be accessed and in which way. I would need to defer to the Oracle database experts such as Andy Beardmore, Peter Jobson and Gareth Seemungal.
126. As a result of the civil proceedings in 2018-2019 and now this Inquiry, I have also learned that there were rare occasions when POL were not told, and did not approve, Fujitsu's use of substantive remote access, and that this was contrary to Fujitsu's procedures. This was inconsistent with my previous understanding that POL always approved each incidence of substantive remote access.
127. This evolution in my understanding of substantive remote access is relevant to a particular question the Inquiry has asked me, which is whether I accept that unaudited privileges that allow a person to add to or amend data within branch accounts posed risks to the integrity of those accounts, even if that person did not intend to use those privileges for improper purposes.
128. Knowing what I know now, I understand that this risk may, in theory, have existed. However, Fujitsu could only add new transactions and data, not amend existing transactions and data. Moreover, the only point of adding new transactions and data was to ensure that the branch accounts accurately

reflected the transactions conducted at the counter. I had faith in the proper implementation of the processes for substantive remote access, including adhering to the safeguards I understood to exist, which would identify what had been inserted and who had inserted it. I cannot recall learning of any occasion when incorrect data was inserted into Horizon.

129. As a result of the civil proceedings, the SSC provided details about the very rare occasions when they had injected a transaction or data at the counter in Legacy Horizon. Generally, that would have made the transaction or data more difficult to detect as having been injected remotely than if they had injected the transaction or data at the correspondence server. However, I have also read the evidence of Anne Chambers in this Inquiry that, on the extremely rare occasions she injected transactions or data at the counter, she adopted the User ID of the end user but usually left a 'comment' indicating that she (rather than the end user) had injected the transaction or data (the position would be different if nobody was logged on at the counter, since then the injected transaction or data would not be associated with any end user's User ID). The transaction or data injected at the counter should therefore have had additional special attributes associated with it, indicating that it had been injected remotely by Fujitsu. These special attributes would have been included in the messages that were committed to the audit server. As such, the fact that Fujitsu had injected the transaction or data remotely at the counter would have been detectable in the raw audit data. I also came to understand, during the GLO proceedings, that there were occasions when injections at the counter in Legacy Horizon would bear a "fictitious" Node ID associated with a counter which was not used, i.e. again, so that it would be clear that the transaction or data had not been injected by a branch user.

130. On that basis, I can see now that there might have been a risk to the integrity of branch accounts in Legacy Horizon if: (a) Fujitsu inadvertently injected an incorrect transaction or data at the counter, and (b) this injection occurred whilst the branch user was logged in (such that their user ID was used by Fujitsu), and (c) Fujitsu did not inform the SPM that they had injected the transaction or data, and (d) Fujitsu did not inform POL (who therefore had no

opportunity of informing the SPM) that they had injected the data (or POL knew but did not inform the SPM), and (e) Fujitsu did this without adding a comment or any other special attribute in the data. But all that said, to my knowledge, the only people who ever undertook this exercise were highly skilled computer engineers working to the processes for substantive remote access. I did not think, at the time, that any risk to the integrity of the branch accounts arose. Even now, I have no reason to think such errors occurred or that proper procedures were not adhered to that would have affected the integrity of the branch accounts. I do not know whether any of the circumstances set out in this paragraph ever combined.

131. In relation to Horizon Online, I do not know enough about APPSUP to say whether it posed a risk to the integrity of branch accounts, but I am aware that Mr Justice Fraser found that it was a powerful privilege. I don't know how powerful it was, but there should have been appropriate written procedures governing its use and audits of those procedures to ensure it was being used appropriately. I cannot recall learning of any occasion when incorrect data was inserted into Horizon Online using APPSUP, nor has the Inquiry drawn my attention to any.
132. In a similar vein, the Inquiry has asked me whether I accept that innocent mistakes can be made by persons using privileges to add or amend data in branch accounts that would undermine the integrity of the latter without an audit trail. Again, it is important to say that Fujitsu could only add new transactions and data, not amend existing transactions and data. And again, I accept that it is possible that innocent mistakes could be made when adding transactions and data. However, I understood that there were written and audited procedures (including, for example, the four eyes requirement) which reduced that risk, both in Legacy Horizon and Horizon Online. I would have expected that the underlying OCR, OCP and/or PEAK would have explained why remote access had been used, what should have been injected and by whom. They could be checked in the event of any dispute. The only circumstances I can think of where there would be no audit trail at all to demonstrate a mistake are (as above) if: (a) Fujitsu inadvertently injected, in

Legacy Horizon, an incorrect transaction or data at the counter, and (b) Fujitsu did not leave any special attributes in the raw audit data that would indicate that the transaction or data had been injected remotely, and (c) Fujitsu did not complete any of the relevant OCR, OCP and PEAK forms. Again, I have no reason to think that these circumstances combined. I do not know whether they ever did.

133. Finally, I have referred on a number of occasions to the fact that, when I worked at Fujitsu, I understood that substantive remote access was very rare. I have read the evidence given to the Inquiry by Richard Roll, which conveys a different impression about the frequency with which the SSC used substantive remote access (although I don't think he suggests that it was ever used for malicious purposes). I understand that Mr Roll worked in the SSC between 2001 and 2004. I have also read the evidence given to the Inquiry by Anne Chambers, who worked in the SSC between 2000 and 2016, and who said that, in her experience, instances of *"making a financial correction were few and far between"* [INQ00000981]. John Simpkins, who has worked in the SSC (or its predecessor departments) since around 1996, told the Inquiry that he had looked at the documentation retained by Fujitsu to record substantive remote access and in 10 years he had found evidence of 28 *"financial remote changes"*, and of these, he had only found one PEAK in which the SSC didn't notify the SPM about the changes [INQ00001115]. As I have said, I never worked in the SSC and as such I never personally used substantive remote access. What I can say is that Anne and John's evidence to the Inquiry accords with my own understanding, both at the time and now, about how rarely, in practice, Fujitsu actually exercised substantive remote access.

What Second Sight and POL's lawyers were told about remote access

134. As mentioned earlier in this witness statement, on 14 April 2014, Rodric Williams (of POL) emailed James Davidson (of Fujitsu) with a list of questions about substantive remote access [FUJ00087100]. One of the questions was as follows:

“Can Fujitsu change branch transaction data without a subpostmaster being aware of the change?”

135. James Davidson emailed Fujitsu’s responses back to Mr Williams on 17 April 2014 [POL00108538]. He explained that branch transaction data could not be changed but additional transactions or data could be inserted. He explained that if this was required, the additional transactions or data would be visible on the trading statements but would not require acknowledgement/approval by a subpostmaster, and that the approval would be given by POL via the change process.

136. He also explained in relation to Old Horizon that: *“a detailed examination of archived data would have to be undertaken to look into this across the lifetime of use. This would be a significant and complex exercise to undertake and discussed previously with Post Office but discounted as too costly and impractical.”*

137. Shortly after that, I understand that Fujitsu provided information to Deloitte to assist them with ‘Project Zebra’ and Deloitte produced a draft ‘Project Zebra’ paper on 23 May 2014 [POL00028062] and a POL board briefing paper on 4 June 2014 [POL00028069]. The latter made the point that:

*“From the documentation we have reviewed, it appears that Horizon is designed such that the Sub-postmaster has visibility of all centrally generated transactions to their Branch ledgers in that accounting period. **Central transactions require Sub-postmaster approval to be processed, except for Balancing Transaction postings. This appears to be an exceptional process, performed only by Fujitsu,** and asserted by them to have only been used once (in 2010) between 2008 and the time of their assertion in this area (15 May 2014). Usage pre 2008 is currently not known.”*

138. I don’t know why there is a reference to 2008 in Deloitte’s report (this would only make sense to me if it was a reference to 2010) but otherwise what they

said in this paragraph was consistent with what Fujitsu had told POL on 17 April 2014 (see above).

139. My lawyers have also shown me an email exchange of 3 March 2015 [POL00312743] between Mr Williams and Mr Parsons about the witness statement that I had given in the case of R v Wylie. Mr Williams asked Mr Parsons if my statement was consistent with POL's statements about remote access. Mr Parsons replied as follows:

"Not quite — we say that transactions entered by SPMRs cannot be edited but we don't go on to say that FJ can input new transactions in exceptional circumstances. This information would therefore be entirely new news to SS."

140. Clearly I do not have the whole picture of what POL told Second Sight about substantive remote access in 2014 and 2015, but looking at this email in isolation, I don't understand what Mr Parsons was suggesting. That Fujitsu could inject transactions and data into live data was clearly understood by POL and its lawyers (including Mr Parsons himself). Both Fujitsu and Deloitte had told POL that in 2014. Both Fujitsu and Deloitte had explained to POL in 2014 that these injections did not require SPM approval.

The Deloitte Review

Rule 9(2) Request questions 206, 208 and 209

141. The Inquiry has asked me questions about the Deloitte Review, which I understand was named Project Bramble. I retired from Fujitsu in early 2015 and I understand that POL appointed Deloitte at some point in 2017. I had no involvement in their appointment, but I came out of retirement for a couple of days to assist with the Deloitte Review given my historic knowledge of Horizon.

142. The Inquiry has asked me to describe the assistance I gave to Fujitsu, POL and/or Deloitte in respect of Project Bramble. Based on the documents I have seen, I believe that my assistance was limited to preparing and discussing a draft paper called 'Database Security in Horizon Online'. I understand that this paper went through a number of versions which various people had input into. I understood that the issues addressed in this paper were only one area covered by Project Bramble. I don't recall having any involvement in the other areas Deloitte was asked to cover in Project Bramble.
143. At the outset, I should clarify that my paper was not about the type of substantive remote access I have described above. It was not about the injection of transactions or data in good faith in order to correct errors which, if left uncorrected, would give a misleading view of branch accounts. My paper considered the hypothetical possibility of *malicious* access by a user (in particular so-called "Super Users" with privileged access) if they were determined to inject incorrect information. The focus of the paper was whether and how such a user might manipulate or tamper with live data in the small window between (a) the data being input by the end user, and (b) the data being committed to the audit server.
144. Looking at the email at [FUJ00194700], I believe it was Andy Thomas from Fujitsu who briefed me and explained to me the topics that this paper was to cover. Andy was a senior designer for Horizon Online particularly on the BAL (which was the Data Centre component that the counter communicated with and was responsible for writing to the BRDB). I understood that I was being asked to prepare this paper in order to respond to questions Deloitte had asked POL about the possibility of malicious access to Horizon data.
145. I will now set out, as best I can, how the paper (and my involvement in it) evolved:
- a. I believe the first draft of this paper was dated 9 March 2017, marked as "version 0.1" [FUJ00087230]. The paper is called 'Database Security in Horizon Online'. Section 2 considered malicious access in Horizon

Online and section 3 went on to consider malicious access in Legacy Horizon. There is a lot of technical detail in the paper and it asks some questions in relation to areas I felt needed to be covered by others still working at Fujitsu. The main view I reached, as set out in section 1, was that it would be almost impossible in practical terms for someone at Fujitsu, if determined to act maliciously, to tamper with the data before it was committed to the audit server. I formed this view following a number of discussions with people still working at Fujitsu. I recall speaking to Alan Holmes and Torstein Godeseth in particular. I understood that they shared my view.

- b. I believe that the second draft of this paper was dated 14 March 2017, marked as "version 0.2" [FUJ00087231]. I recall producing this second draft having gone into Fujitsu's office that day to speak to Jason Muir and Torstein Godeseth about my first draft. The second draft incorporates their responses (and those of others) to the questions I had posed in my first draft and reflects their general feedback. The main view remained unchanged, but there are, for example, new sentences on pages 2 and 4, explaining that super users do not have access to audit data and that elements of super user activities were audited. It also contains a new section 4 explaining the SPM's perspective.
- c. I believe that the third draft of this paper was dated 22 March 2017, also confusingly marked as "version 0.2" [FUJ00087232]. I believe this third draft was produced by others (probably Torstein Godeseth and/or Pete Newsome) without my involvement. I don't recall seeing it at the time and have seen no emails suggesting I did. Again, the main view remained unchanged, but I can see that someone added an expanded introductory paragraph which references the questions raised by Deloitte and that section 4 was amended.
- d. My lawyers have shown me an email dated 28 March 2017 from Jonny Gribben (who I understood to be a lawyer at Womble Bond Dickinson) to Rodric Williams, which includes a draft email Jonny suggested should

be sent to Chris Jay (Senior Counsel at Fujitsu), setting out questions WBD had about my paper [POL00023442]. I don't have a specific memory of seeing these questions, but I may have done because I remember going into Fujitsu's offices towards the end of March 2017 to speak to Torstein Godeseth about POL's feedback on the paper.

- e. I believe that the fourth draft of my paper was dated 7 April 2017, marked as "version 1.0" [FUJ00087234]. I believe this fourth draft was produced by others (including Torstein Godeseth) without my involvement, although some of the changes may well have been based on the conversation I had had with Torstein at Fujitsu's offices in late March 2017. I don't recall seeing this draft at the time and have seen no emails suggesting I did.
- f. I attended a conference call with representatives of Deloitte, POL and Fujitsu on 11 May 2017, the agenda for which is set out in an email from Lewis Keating of Deloitte at [FUJ00170288]. I don't recall seeing this email at the time (I am not copied into it) but I do have a vague memory of the call itself and some of the discussion addressing Deloitte's questions.

146. After this call on 11 May 2017, I don't believe I had any further involvement in the work in Project Bramble. I haven't seen any emails suggesting that I commented on any drafts of the Project Bramble report that Deloitte produced for POL. My lawyers have shown me a draft of this report dated 1 September 2017 [POL00030068]. Page 62 onwards sets out a record of the conference call on 11 May 2017, including Fujitsu's answers to Deloitte's questions. I have looked at these answers and they seem to be accurate.

147. The Rule 9(2) Request has asked me to explain the sentence in my paper at section 3.1 which says that "*Node ID: [...] Counter Node Ids where between 1 and 31, and Correspondence Server Node Ids where between 32 and 63*". This sentence is making the point that, where Fujitsu injected data at the correspondence server in Legacy Horizon, the injected message would bear

a Node ID of 32 or higher. This would show to anyone examining the counter reports or audit data that Fujitsu had injected the data remotely, to distinguish it from data inserted by an end user at the counter. Subsequently, at section 3.3, I noted that if a malicious super user wished to interfere with the branch data, they would have to inject messages either at the correspondence server or the counter.

148. The Inquiry has asked me to consider paragraphs 316 to 321 of the Horizon Issues judgment [POL00112816] and has asked me whether relevant Fujitsu employees could insert transaction data into the message store without the entry showing a node ID of 32 or above. It was only in the preparations for the civil proceedings in 2018-2019 that I came to have a clearer understanding about remote access at the counter which is relevant to this question. I address this below.

149. The Inquiry has asked me to explain whether the following sentence in my paper was accurate: *“An Audit Application [...] read every record that was visible to the Correspondence Server [...] and wrote a text copy of that data to a text file”*. I confirm that this sentence was and remains accurate. I designed that particular agent (the audit application) back in the late 1990s.

150. Finally, the Inquiry has asked me to explain the difference between (a) the process for a person replacing the entire message log in Horizon Online, and (b) the process for a person at Fujitsu inserting transactions into the BRDB. I’m afraid I don’t understand this question but would be willing to try to answer it if the Inquiry could explain the information it wants.

Reconciliation

Rule 9(2) Request question 210

151. The Inquiry has asked me some questions about a paper I wrote dated 9 August 2016 concerning reconciliation controls, which is at [FUJ00086810]. I

recall that, just over a year after I retired from Fujitsu, I was asked to assist POL with questions they had received from their auditors about mismatches between the figures for cash holdings on their finance systems (POL SAP) and the figures for the equivalent cash holdings on Horizon.

152. I recall having an initial meeting in London and then two trips to Chesterfield to look at the data. I realised that the main cause of the mismatches were transactions that were taking place 'out of hours' (i.e. between 7pm and midnight), which were not picked up by POL SAP until the next day, whereas they were picked up by Horizon contemporaneously. I produced my paper to explore what could be done to improve the reconciliation of cash holdings between POL SAP and Horizon. After I produced my paper, Pete Jobson took over the work I had started and I had no further involvement in it (I understood that Fujitsu had only asked me to assist in the first place because Pete was on leave or very busy in July/August 2016).

153. The Inquiry has referred me to page 2 of my paper, which reads:

"If the values don't match then this will require investigation by POL. I'm concerned about introducing a further level of reconciliation and any implications that may [put] on Fujitsu to investigate them. I suspect that there are differences in some branches going back to operational issues in the very early days of POLSAP and its predecessors. There has [not been an] attempt at full reconciliation since the initial levels were loaded back in 2004".

154. The Inquiry has asked me to explain why full reconciliation had not been attempted since 2004 and why I was concerned about the implications.

155. In 2004, Project Impact introduced a change by which the opening cash levels (and the daily cash movements) for each branch were posted to POL SAP. My concern was that if POL SAP had missed a branch's daily cash movements, the figures as viewed by POL SAP and Horizon might not match. After examining the figures, I quickly found that POL was not comparing like

with like, because the POL SAP postings were ignoring 'out of hours' cash movements, whereas Horizon took them into account. I assume (but cannot be certain) that this was remedied by reconfiguring the report produced by Horice from Horizon data to ignore these 'out of hours' cash movements (like POL SAP did). Once this reconfiguration was done, most (if not all) of the mismatches between POL SAP and Horizon fell away.

156. These mismatches did not have any effect on branch accounts because these were always calculated every 24 hours at midnight using data held in BRDB, i.e. they were not subject to end of day variations between 7pm and midnight.

The Group Litigation

157. The Inquiry has asked me a number of questions about the Group Litigation (GLO proceedings) brought by Mr Alan Bates and others against POL in 2018-2019. I have found it difficult to respond to some of these questions. Trying to reconstruct what happened with particular documents in the GLO proceedings (including all of the track changes and comments made by numerous people on different draft versions of them) is painstaking and extremely time-consuming. I have tried therefore in this statement to focus upon what I think are the main issues that the Inquiry is interested in as they relate to me.

158. At the time of writing there are some gaps in the disclosure which mean I don't have the full picture in front of me. I have not been able to piece together some of the work that I did or understand whether and how it came to be used in the GLO proceedings. There are details I have not been able to address. I am aware that my lawyers wrote to the Inquiry to alert them to some of these gaps in terms of what was on the Inquiry's database and that the Inquiry has uploaded further documents to the database in response. I understand though that the Inquiry wishes to press ahead with obtaining statements whilst disclosure is ongoing. I am not criticising the Inquiry for this. I am setting it out to explain the approach I have taken and why I might need to add to this part of my statement in the future.

159. In terms of that approach, I have tried to focus on what I think are the significant issues that the Inquiry would want me to address and to do my best to provide answers about these issues but without trying to reconstruct all of the email exchanges about them. Before turning to the Inquiry's questions, I have highlighted what I think are some overarching points.
160. First, when I assisted POL with the GLO proceedings, I wasn't aware of what Mr Clarke had said about me in his advice of 15 July 2013 or POL's criticisms of my role in its prosecutions. I retired in early 2015. It was in late 2020, well after the GLO proceedings had concluded, that I learned of what Mr Clarke had advised about me. As I have said above, if anyone did speak to me (at the time of the GLO proceedings) about my evidence in the criminal proceedings, it was wholly unclear to me that it was because I had been subject to the criticisms set out in Mr Clarke's advice.
161. I do not understand why POL did not make these criticisms clear to me. They appear to have kept this background from me whilst continuing to rely upon me to provide information in the GLO proceedings. Had I known about these criticisms in 2018-2019, I would have been surprised as I did not think I had done anything wrong, and would have wanted to know more. I would also have questioned why POL sought to rely on my input if they considered me to be unreliable. I would have wanted to understand in more detail what had gone wrong.
162. Second, it was POL's decision not to call me as a witness in the GLO proceedings. I didn't know that this was because of the Clarke advice or the criticisms of me. I understood (because I was told) that POL did not want the litigation to get side-tracked into a re-hearing of certain prosecutions, especially Mrs Misra's case, if I gave evidence. Had POL asked me to give evidence (and not told me about the Clarke advice), I would have done so.
163. Third, I was one of a number of Fujitsu employees (in my case I was the only *former* employee) who assisted POL with technical input into the expert and witness evidence. As I will explain, we generally provided this input

collaboratively as a team. On a number of issues, others within this Fujitsu team gave more input than me because they knew more about those issues than I did.

164. Fourth, I had no influence over POL's legal strategy. I did not 'sign off' on any expert reports or witness statements. I did not review legal pleadings before they were submitted or anything like that. Generally, I had little direct interaction with POL's lawyers. Whether and how they took any technical information from me or others on board was a matter for them. It never occurred to me to question their strategy or whether they were acting professionally. I took that as a given. I did not attend any of the court hearings.
165. Fifth, my concern throughout the GLO proceedings was ensuring that the information I provided was accurate and, where available, supported by the data I had reviewed. That included information which I knew might be unhelpful to POL (or indeed Fujitsu). I give some examples of this later in this statement.
166. Sixth, I made hundreds of comments (as did my colleagues), and produced very many notes, over a number of months throughout the GLO proceedings. These were written without knowing what POL's legal strategy was. Many were written under considerable time pressure. Some were written before my technical understanding of particular issues developed. Some were informal and shorthand in nature because the intended audience was my former colleagues in Fujitsu. Equally, they would comment on the same documents or provide additional information or answer queries raised in comments. I would ask the Inquiry to bear this context in mind when they have singled out particular comments I made (from a vast number of other comments) and asked for my explanation of them but in isolation.
167. Seventh, and finally, I have read the Horizon Issues Judgment of Mr Justice Fraser together with its Technical Appendix. I have reflected on the Judge's findings and criticisms. Some of those criticisms were directed at me. I had no opportunity to respond to these criticisms at the time of the GLO proceedings

because POL did not call me as witness (and I had no idea prior to the Judgment being handed down that I might be singled out for any criticism). I have responded to those criticisms taking them in the order in which they appear in the Horizon Issues Judgment and Technical Appendix.

168. At paragraph 229(1) of the Horizon Issues Judgment, the Judge criticised the explanation I had given to Helen Rose in 2012 (in respect of the Horizon-generated reversals at Lepton branch experienced by Mr Armstrong) that *“the system had behaved as it should”*. I think that the fuller picture I provided to Second Sight several months later (as described in paragraphs 34 to 48 of this statement) gives more detail as to why Horizon Online has acted as designed (including the information which the system generated to indicate that the transaction had not gone through). That was also Second Sight’s conclusion (albeit they criticised the timing of the receipts). Any system needs to have a process for dealing with transactions that are not successfully processed and therefore unable to be committed to the Data Centre.

169. At paragraph 229(2) of the Horizon Issues Judgment, the Judge criticised me for the statement, in relation to the Horizon-generated reversal at Lepton branch, that *“I do not see the scenario occurring regularly and creating large losses.”* In fact that statement was made by Helen Rose (in her report to Angela van den Bogerd). The Judge seems to have made an error in attributing it to me.

170. At paragraphs 315-317 of the Horizon Issues judgment, the Judge stated that Torstein Godeseth:

“[...] had given information in his first witness statement, namely that in Legacy Horizon, any transactions injected by SSC would have used the computer server address as the counter position which would be a number greater than 32, so it would be clear that a transaction had been injected in this way by someone other than the SPM. This is important because it would be consistent with the case originally advanced by the Post Office that any such injections would be entirely visible as having

been done externally (i.e. not within the branch) due to the counter number used. However, this important information was simply incorrect, and was corrected both by Mr Godeseth and Mr Parker in subsequent statements before they were called, and as a direct result of Mr Roll's evidence. The information that was incorrect, and therefore had to be corrected, had come directly from Mr Jenkins. This shows that Mr Jenkins did, in at least one very important respect, give Mr Godeseth directly incorrect information about the visibility of injected transactions, which not only could have an effect on branch accounts, and whether this would show (or rather, not show) that the impact on those accounts had come from injections made outside the branch."

171. I had (in a comment on his draft first statement) inadvertently given incorrect information to Mr Godeseth. At the time, however, I thought this information was correct. I gave this incorrect information on 21 September 2018, when I commented that any transactions or data remotely inserted by the SSC into Legacy Horizon had been done at the correspondence server (rather than the counter) and would therefore have generated a Node ID of 32 or higher [FUJ00159545].
172. Between giving this information to Mr Godeseth on 21 September 2018 and 13 October 2018, I learned that I was wrong. At some point in these 3-4 weeks, having read the first statement of Richard Roll, I spoke to former colleagues in the SSC (such as John Simpkins) about what Mr Roll had said in his statement. I was informed that there were very rare occasions when the SSC had injected transactions or data directly at the counter in Legacy Horizon (and therefore that the possibility of the use of a node less than 32 arose). As I will explain, I corrected my misunderstanding in a note dated 13 October 2018 [FUJ00181504]. This was a genuine error on my part. It is apparent that others at Fujitsu had also genuinely misunderstood the position (including Mr Godeseth himself). As I will explain, on realising my mistake (and having taken steps to check what Mr Roll's was saying), I made it clear that POL should correct it so that the court was not misled.

173. At paragraph 417 of the Horizon Issues Judgment, the Judge criticised an email I sent on 8 March 2010 to Professor Charles MacLachlan (in the course of the prosecution of Mrs Seema Misra) about the Callendar Square bug. The Judge said that:

“This email does not provide anywhere near the same degree of information about the Callendar Square bug as was available at the time of the Horizon Issues trial, or as recorded in the PEAKs above. There has obviously been further investigation at Fujitsu into this specific issue since then, as made clear by Mr Godeseth’s evidence about the information coming from Mr Lenton and Ms Anne Chambers. The email does not use the term “software bug”. It does not refer to the fact that it is accepted by Fujitsu, following an investigation, that the admitted bug had affected at least 30 branches. Nor does it refer to the fact that the Callendar Square bug caused mismatches at 19 of those 30 branches.”

174. As I explained at paragraph 429 of my third witness statement to the Inquiry [WITN00460300], my email of 8 March 2010 was based on information I had obtained initially from Anne Chambers. The Inquiry will recall that Anne had forwarded an email to me about the Callendar Square bug because I didn’t know about it at the time. I checked with Anne that what I said in the email to Professor McLachlan was correct. That email was not intended to be a comprehensive account of the bug. I gave more detailed written and oral evidence about the bug in connection with Mrs Misra’s case throughout 2010. As the Inquiry is aware, I provided Professor McLachlan with the relevant PEAK when I met him at court. I was cross-examined at Mrs Misra’s trial about it. I assume that the Judge did not have any of this documentation available to him.

175. At paragraph 510 of the Horizon Issues Judgment, the Judge seems to have been critical of how closely I was involved in the GLO proceedings, including in this instance by correcting Mr Godeseth’s evidence that there were 62 (not 60) branches affected by the Receipts and Payments Mismatch bug. When I reviewed Mr Godeseth’s draft second statement, he had written that this bug

had affected “*approximately 60*” branches. This was accurate because of the word “*approximately*” so I did not correct him. In the signed version of this statement dated 16 November 2018 [FUJ00082234], however, the word “*approximately*” was missing (at paragraph 42), giving the misleading impression that 60 was the definitive number of affected branches. I only spotted this change when reading Mr Godeseth’s second statement after it had been served. I brought the error to his attention before he gave oral evidence as I knew (and had always known) that the precise number was in fact 62.

176. At paragraph 513(4) of the Horizon Issues Judgment, the Judge criticised POL (and perhaps by implication me) for the reason they had given for not calling me as a witness, finding that it was “*not a valid reason*”. I did not know what reasons POL had given the court for not calling me as a witness.

177. At paragraph 880 of the Horizon Issues Judgment, the Judge criticised POL and Dr Robert Worden, the expert witness relied upon by POL (and again, perhaps by implication me) for the fact that Dr Worden had not mentioned me in the section of his expert report listing the “sources of information” he had consulted: “*The involvement of Mr Jenkins in this explanation in his report was simply hidden.*” It was not my decision what sources of information Dr Worden listed in his report. I would have assumed that Dr Worden was being guided by POL’s lawyers in this respect. I had given technical information to Dr Worden (via POL’s lawyers) so I am unable to explain why he did not list me as one of his sources of information if he was obliged to do that.

178. At paragraph 159 of the Technical Appendix, the Judge criticised me for a written note I had drafted in 2013 about the Suspense Account bug, stating that:

“It is somewhat disingenuous, in my judgment, for Mr Jenkins in this note effectively to blame others (which appear to include SPMs and the Post Office), rather than Fujitsu, for this problem not becoming known about until some years later.”

179. My paper did not intend to “*blame*” anyone for the Suspense Account bug, least of all the SPMs. The reality, however, was that POL had delayed in informing Fujitsu about the bug. I accept that Fujitsu also bore responsibility for failing to detect the bug sooner, but if Fujitsu had been alerted at the time POL became aware of it, then steps could have been taken to remedy the problem sooner.

General

Rule 9(2) Request questions 211 - 213

180. The Rule 9(2) Request asks me when I first heard about the GLO proceedings. I am struggling to recall when I actually became aware of the GLO proceedings as distinct from other matters such as the Mediation Scheme and Project Bramble. However, I don’t think I had a significant level of involvement in the GLO proceedings prior to May or June 2018. I recall being told by Pete Newsome that I might be asked to work on a more regular/scheduled basis. This correlates with an email I have seen dated 13 June 2018 at [FUJ00222893], in which Steve Evans asked Pete Newsome (and others) whether I should be “*called in*” to assist with responding to requests for information from Jason Coyne. I think that led to my contributing to a document entitled “Response to Information Requests from Jason Coyne” [FUJ00087274].

181. The Rule 9(2) Request asks me to explain (in overview terms) the nature and extent of the assistance I gave to POL in relation to the GLO proceedings, and the information to which I was given access to provide this assistance. In summary, I worked collaboratively with (then) current employees of Fujitsu, in particular John Simpkins, Steve Parker and Torstein Godeseth (as well as others on occasion such as Alan Holmes, Mark Wright and Gareth Seemungal) to provide technical information to POL and its lawyers, Womble Bond Dickinson (WBD). We gave this technical information in relation to those

parts of the expert and witness evidence which WBD asked us to assist with. In general terms that information could be divided as follows:

- a. Commenting on witness statements and expert reports (such as Charles McLachlan, Ian Henderson, Richard Roll and Jason Coyne) served by the claimants.
- b. Producing analysis of data (raw audit data, ARQ extracts, PEAKs, KELs and filtered NT event logs) relevant to the witness statements of SPMs served by the claimants.
- c. Commenting on the expert report of Dr Robert Worden (the expert instructed by POL).
- d. Preparing a technical analysis of the BEDs identified by the claimants' expert Jason Coyne and POL's expert Dr Robert Worden.
- e. Responding to ad hoc questions from POL's lawyers about discrete technical issues.

182. It would have been impossible for one person in Fujitsu to have been solely responsible for providing all of this input given its scale and the various types of technical expertise required.

183. I had also expected to provide a witness statement in the proceedings (an updated, general statement providing an overview of Horizon) but I was told that I did not need to finalise this.

184. The Rule 9(2) Request asks me to explain how I was remunerated for this assistance. I retired from Fujitsu at the end of February 2015 but was retained by them on a consultancy basis until August 2022. I was paid a quarterly retainer fee from March 2015 to September 2018 of £500 (i.e. £2,000 per year), which increased to £550 from October 2018 to August 2022. I was also paid a daily rate of £589 (approximately £80 per hour) for specific work which

stayed the same throughout this whole period. I issued invoices to Fujitsu at the end of a week when I had carried out work for them. I was not paid any special rate for my work on the GLO proceedings and it was treated like any of my other consultancy work for Fujitsu.

185. The Rule 9(2) Request asks me how often I had meetings with POL's representatives to provide my assistance. The vast majority of my communications on the GLO proceedings were with Fujitsu employees who I was working with to provide our technical input. Correspondence with POL's representatives was generally as a group, through Pete Newsome, Matthew Lenton or Dave Ibbett, who I understand were coordinating Fujitsu's assistance. We would sometimes have in-person meetings but would largely correspond by email or on conference calls. Approximately once or twice a month I would attend a conference call (by telephone and never or very rarely in person as far as I can recall) with POL's lawyers to respond to queries which had emerged during their work. The principal POL representative who liaised with us was Jonny Gribben at WBD.

186. The Rule 9(2) Request asks me what my view was of POL's strategy in responding to the allegations of BEDs raised in the GLO proceedings. I don't think that I had any visibility of POL's overall strategy nor what WBD was trying to achieve through their requests of Fujitsu. All I understood was that I should provide technical information, alongside others, to the best of my knowledge and ability, in response to the documents and questions sent to us by WBD. Where I could not answer questions, I tried to assist WBD by directing them to the most appropriate person or department within Fujitsu. I am not aware of having received any submissions or pleadings or anything like that prior to them being served at court. I vaguely remember being provided with a copy of POL's final opening and closing submissions after they had been served on the court and the claimants.

187. I saw my role as providing technical information to WBD about the matters they sought my assistance with. I took this task seriously and I was concerned to provide accurate information, guided by the data where it was available,

regardless of whether that information might be helpful or unhelpful to POL. As a result of this work, I became aware of information (including about the impact of certain BEDs and the nature of substantive remote access in Legacy Horizon) which I hadn't previously known or been engaged with. I passed what I learnt to Fujitsu and POL's lawyers. Once I had done this, I assumed that POL's lawyers would have incorporated it into POL's evidence or disclosed it to the claimants and the court as they saw fit.

188. I was not involved in any strategic decisions taken about witnesses. I have seen an email [POL00042057] in which lawyers from POL and WBD discussed strategy in relation to the nine witness statements recently served by the claimants. In relation to the witness statement of Professor McLachlan, there is a suggestion in an email from Andrew Parsons of WBD that they were considering an application to strike out his evidence because he was "*close to re-opening points from Misra*" and because he was purporting to be an "*additional expert*". These were not the sort of discussions that I, and insofar as I know, my colleagues in Fujitsu were involved in. I hadn't seen this sort of correspondence until I was shown it by my lawyers in preparation for this Inquiry.

189. The Rule 9(2) Request has asked me to describe any contact I had with SPMs during the GLO proceedings and refers to the email chain at [FUJ00159667]. This email chain has nothing to do with me. I am not on LinkedIn and was never contacted by Freeths (the lawyers for the claimants). As the email chain states, there was another individual named Gareth Jenkins ("*infrastructure Gareth*") within Fujitsu who was an architect based within the London office (see email signature on the first email within the chain). He also worked on the Post Office Account. I have never had any contact with SPMs. If I had been so contacted, I would have approached it in the same way that the other Gareth Jenkins did in this email chain, and referred it to the Fujitsu legal team for guidance.

Horizon Issues

Rule 9(2) Request Question 214

190. The Inquiry has asked me to comment on what was discussed at a meeting with POL which took place in August 2018, and why I was asked to comment on a paper outlining certain 'Horizon Issues'.
191. I think that this meeting was held at Fujitsu's Bracknell office on 28 August 2018 and was a conference/Skype call with Jonny Gribben of WBD rather than a meeting in person but I cannot be absolutely sure. Beyond recalling that a meeting took place, I cannot remember much of what was discussed.
192. I have reviewed [FUJ00159300] (the meeting invitation), [FUJ00159312] (a covering email of 28 August 2018 from Dave Ibbett attaching the 'Horizon Issues' paper) and [FUJ00159313] (the attachment to the email).
193. I assume I was asked to comment on the 'Horizon Issues' paper because I had a good knowledge of both iterations of Horizon. I could speak with authority about the technical areas within my experience and knew who was best placed to deal with issues I could not. However, with the scale of a system like Horizon, it would have been impossible for one person to have visibility of everything that arose over two decades, including every BED. That is why it took a team of people from across Fujitsu to provide the answers required by POL. I think that I would have provided comments on the paper as preliminary thoughts for the purposes of internal discussion at the meeting on 28 August 2018.
194. The note contains the following comment by me: *"When bugs were found that affected the accounts, then the scope and impact of those was followed through. The sort of losses related to the bugs was generally small, while the losses made by the claimants was generally much larger"* [FUJ00159313].

The Inquiry has asked me to explain the basis on which I made the comment (and others the Inquiry says are “*like it*”), when I was not familiar with all of the KELs referred to in the note. In general terms, my understanding at the time was that the losses caused by BEDs which I was aware of were significantly smaller on average than the amounts being claimed by the SPMs. Clearly this was at an early stage and my colleagues and I went on to do further work and analysis touching upon the issues set out in this paper.

Assistance with expert evidence

Rule 9(2) Request questions 215 - 216

Dr Worden (question 215)

195. I have been asked to consider documents relating to Dr Worden’s reports and to comment on the nature and extent of my advice or assistance to him. Dr Worden was an expert instructed by POL in the GLO proceedings. To the best of my recollection I did not meet Dr Worden in person nor did we send any emails to each other. I can see that a conference call invite for 9 May 2018 was sent to me by Lucy Bremner on 8 May 2018 and Dr Worden is included as an invitee [POL00133591]. I have no recollection of this call at all. If it took place, I don’t think I would have understood at that stage that it was in connection with the GLO proceedings.

196. My feedback on Dr Worden’s draft reports was fed into the Fujitsu group, with Torstein Godeseth and me taking the lead. Generally we would receive a draft of his report from WBD and one of us would make the first tranche of comments. Then the other would review the annotated report and would add further comments. I don’t believe there was any particular strategy for this; it was simply a matter of who had availability to conduct a first review. I recall one occasion when we had a very tight deadline set by WBD and Torstein and

I sat down together to discuss our thoughts. This was not my preferred way of working. I liked to sit with the report myself and commit my comments to writing for others to consider.

197. I think I was provided with a draft of Dr Worden's 'Foundation Report' [FUJ00081969] and his 'Quantitative Approaches to Horizon Bugs' report' [FUJ00081968] in early July 2018. I see from the emails that Torstein sent a copy of Dr Worden's draft reports with his and my comments back to WBD on 13 July 2018 [FUJ00081967].

198. At paragraph 28 of his draft Foundation Report, Dr Worden stated that he invited comments from Fujitsu *"to correct any misunderstandings about Horizon, to point us towards documents which may help to improve our material, and to point out any other aspects of Horizon or the ways in which they have developed and support it, which may help the court form an accurate impression and reach the correct decision"* [FUJ00179022]. I tried to follow that indication and my comments were aimed at technical clarifications, as well as suggestions for further work. For example, at paragraph 37, Dr Worden had mistakenly claimed that Horizon Online had involved a complete replacement of branch hardware, which was technically incorrect. That change only happened with the later version of Horizon Online (HNG-A). The Inquiry has not asked me about any particular comments I made on the draft Foundation Report but I am happy to respond to any if that would be helpful.

199. I was provided with the draft of Dr Worden's first report (version 68) [FUJ00083981] on or around 26 November 2018. Torstein and I provided comments shortly after that [FUJ00223931]. Again, the Inquiry has not asked me about any particular comments I made but I am happy to respond to any if that would be helpful.

200. I did not see it as my role to strengthen Dr Worden's draft report or only point out positive things about Horizon. Rather, it was to assist with his having accurate technical information. Whether Dr Worden took account of my comments was a matter for him.

201. At paragraph 529 of his draft report, for example, Dr Worden states that *“This is consistent with the position that prior to July 2017 Reference Data could be changed without any formal consideration as to what the impact might be.”* This corresponds to the comments box, where I said *“I don’t believe this to be true. Ref data was always validated by both POL / ATOS and Fujitsu before being released”* [FUJ00083961]. Torstein then provided a possible explanation in his comments. Dr Worden maintained his position in the final report. This is an example of the type of dialogue my colleagues and I had about some of the points raised but also indicates that Dr Worden was independent of us and that it was a matter for him what information he accepted.

202. At paragraph 907, Dr Worden stated that *“Any anomaly reported by an SPM which had the potential to affect branch accounts would, with fairly high probability, result in a KEL and an investigation by Fujitsu.”* Given what I knew by that time about the experience of SPMs, and having explored more KELs and PEAKs than I had previously been aware of, I was not comfortable with the impression given by Dr Worden that there would probably have been an investigation in all such cases. My corresponding comment was that:

“This may be harder to prove. Some of the WSs I have read show that SPMRs have phoned NBSC and not really been helped (and in some cases the advice made things worse). Also in some of these cases there is no record of the call being passed to Fujitsu. The common theme [sic] seems to be “I was told by the Help desk that it was my problem”. Not sure how you can counter that argument, but I would expect the prosecution to raise that point. NB I’m not saying that these weren’t the fault of the SPMR, but I think it does show that not everything was investigated” [FUJ00083961].

203. I made this comment because the impression I had formed at the time was that the NBSC had given positively unhelpful or misleading advice to a number

of the claimants who had provided witness statements in the GLO proceedings. I recall being concerned that many of the problems experienced in the branch may have been caused or exacerbated by this advice. This was not something I had really considered prior to the GLO proceedings. Having listened to some of the evidence given in this Inquiry, the concerns I began to have in 2018-2019 about the competency of the NBSC have only increased.

204. At paragraph 957, Dr Worden produced a table of sample KELs which he considered showed problems affecting branch accounts. In my comments, I suggested a further KEL which needed to be added (acha621P) as "*The impact was fairly obvious, but could cause a significant impact on accounts if the SPMR wasn't careful*" [FUJ00083961]. I was suggesting that this KEL be added so that Dr Worden could provide the court with a more accurate or complete picture of problems that could have affected branch accounts.
205. At paragraph 1397, I felt it was important to correct a misconception on the part of Dr Worden which related to changes made to transaction data. In my comments I referred to there being a case (which I thought was that of Ms Dar, one of the SPM claimants whose witness statement I had reviewed) where errors had been made by a POL employee when setting up the branch. This had caused discrepancies for which the SPM had been charged. I passed information about this issue to Fujitsu, but I am not aware whether it was ever disclosed (either to POL or WBD or by POL to the Court).
206. I also provided comments on the Appendix to Dr Worden's draft report between 30 November 2018 and 2 December 2018 [FUJ00082226]. Again, I saw my role as providing technical information and correcting Dr Worden in an objective way.
207. For example, in his analysis of acha621P on page 67, Dr Worden had stated that "*this is a case where Horizon allowed a user to make an error remming in cash.*" I felt that this characterisation of the problem was unfair on the branch user and failed to acknowledge that a BED had caused the problem. I therefore commented [FUJ00082226]: "*NO. There was a bug in Horizon that*

resulted in the rem process being accidentally [sic] repeated. This is the Dalmellington issue which has been discussed elsewhere at length.”

208. The Inquiry has asked me to comment on what I thought generally about Dr Worden’s methodology. I recall being interested in Dr Worden’s approach when I read his reports. I was impressed with his ‘quantitative approach’. I felt that it correlated with my overall conclusion; that although Horizon did have BEDs that had affected branch accounts, these BEDs could not explain the quantum of losses experienced by the claimants.
209. The Inquiry has also asked me to comment on whether I thought that Dr Worden approached his task as an expert witness appropriately. I do not feel able to comment on this. In the drafts I looked at, he seemed to take some of Fujitsu’s feedback on board, but equally he appeared to disregard other comments. From this I concluded that he was exercising an objective judgement, but I was not involved in his processes nor in helping him to draft his reports. Once I had sent my comments back to Fujitsu I had no input into or influence over how they were ultimately used.
210. I note that Mr Justice Fraser, in the Horizon Issues Judgment, was critical of Dr Worden as an expert and found that he relied “*heavily*” on me as a source of information. I do not think this is accurate or fair to either Dr Worden or me. I provided feedback on his draft reports where it was asked for, but (a) it was typically in response to work already conducted by Dr Worden which pre-dated any invitation for my input, and (b) I was one of a number of people who gave feedback. I had no hand in determining how Dr Worden should carry out his work, nor in designing his methodology. As I have explained earlier in this statement, I gave no thought to whether or not Dr Worden would name me in his report as a source of information. I certainly would have had no objection to being named. I did not consider my input needed to be hidden in any way.

Jason Coyne (question 216)

211. I have been asked to comment on the nature and extent of work carried out in assisting POL to respond to the evidence of Jason Coyne. I read and commented on his first and second reports, as did others at Fujitsu. I do not recall receiving his third report. Most of my work concerning Mr Coyne's reports was in the analysis of BEDs identified by him. The initial analysis was conducted in November 2018 and the result of it appears in the appendix to Steve Parker's second witness statement. The further (more detailed) work was ongoing from November to February 2019, to complete the "22 bugs" papers which were provided to POL.
212. I have been asked whether Mr Coyne's report (in the singular) made me change my opinions in respect of the robustness and integrity of the Horizon IT system. I don't know which of his reports the Inquiry is referring to, but in terms of the two I reviewed, I can say that whilst I respected Mr Coyne's expertise and engaged with the detail of both reports I read, they contained factual analysis and conclusions I disagreed with. I remained confident, having read them, that Horizon overall (whilst obviously not infallible) was robust. In general terms, any comments I provided on Mr Coyne's reports reflected those points which I felt were incorrect, or which I didn't have enough information about, or which I considered required further examination. I did not comment on any assertions or opinion which I agreed with as it would have served little to no purpose.
213. As identified by the Inquiry, some of my comments on Mr Coyne's reports demonstrate my confidence that Fujitsu's support services could identify and rectify BEDs and their symptoms. This was based upon my experience of how Fujitsu historically identified and managed the impact of BEDs within the system. As the Inquiry is aware, I have reflected upon this, having read far more material in the course of the Inquiry and noted in paragraph 82 of my second witness statement to the Inquiry [WITN00460200] that it reflected poorly on Fujitsu that it took so long for the Callendar Square bug to be fixed.
214. I have been asked about my comments on Mr Coyne's first report [POL00029050]. These comments were reflective of an initial and relatively

quick, high-level review. I think they were somewhat different from my comments on Dr Worden's draft report for the simple reason that I knew I was not providing feedback to Mr Coyne. As a result, my comments were a bit more informal in tone, intended for consideration by others within Fujitsu, particularly John Simpkins of the SSC, and potentially for WBD to take into account. Many of my comments would have been aimed at flagging to others within the team with more specialist knowledge that they would need to confirm whether the problem identified by Mr Coyne had been fixed, or to suggest that they needed to do some further digging into a point. In many cases I would make a quick comment on a KEL, and John Simpkins would then expand on it as part of his analysis of the underlying PEAKs.

215. The Inquiry has asked me to address certain specific comments that I made on Mr Coyne's first report, which I take in turn below [FUJ00183797]:

- a. I have been asked about the following comment which I made on paragraph 3.6: *"Clearly publishing unresolved defects is asking people to exploit them and so not a good idea. Publishing resolved defects may be taken as implying that the system has issues and reduce confidence in it."* This was in response to Mr Coyne's conclusion that *"there do not appear to be notifications issued either by Horizon or by Fujitsu or Post Office where known bugs and defects have been discovered. The exception may be in relation to the Suspense account issue where Post Office say that Subpostmasters were notified, although how they were notified has not been disclosed."* As a general point, it was not my decision as to what was notified to SPMs and my comment was prefaced that this was really *"POL's responsibility"*. My comment was about publication *generally* to the POL estate rather than notifying the existence of relevant BEDs to *specific affected* SPMs. I could see that publishing a list of live vulnerabilities in the system could be open to exploitation, and publication of a list of historic issues might be capable of reducing confidence without us being able to put the issues in context or explaining why technically it should not undermine confidence.

- b. My comment *"If it had affected the accounts, we would have done something about it"* appears on paragraph 5.22. This was in response to Mr Coyne's analysis of KEL acha1717T, which he had included in a list of KELs documenting *"varying forms of cash declaration discrepancies."* I was therefore checking to see whether these KELs demonstrated any impact on branch accounts and had found that most did not. The first (KEL acha1233J) simply affected administrative cash planning. The second (KEL acha1717T) looked similar and I therefore said *"Not sure about this one. (I don't specifically remember it). However, again it sounds like an issue that affects just cash planning and not the accounts. If it had affected the accounts, we would have done something about it."* My indication that this KEL was outside my knowledge clearly prompted John Simpkins to also review and add his thoughts on the KEL [FUJ00183797]. My comment reflected my general understanding that where Fujitsu identified an issue that affected branch accounts, it took this very seriously and took action.
- c. At paragraph 5.56, I respond to Mr Coyne's analysis of KEL CObeng1123Q and the unexplained gains caused by suspected system memory issues. I state *"Old Horizon, so clearly not an issue now."* I cannot recall exactly what I was getting at by this comment, but I made a similar comment on paragraph 3.8 and it may have been the case that, at this stage, I was simply making an observation (for the benefit of WBD) that this issue was irrelevant to Horizon Online (i.e. not an issue which could affect the current system in place).
- d. My phrasing of *"presumably resolved"* appears on paragraph 5.92. This refers to failed recovery scripts, which I think was an issue arising after I had retired. For that reason I could not say from personal knowledge whether they were resolved or not (hence *"presumably"*). All I could say, looking at the issue, is that I would have expected them to be resolved and that they were the sort of issue which would have been. The problem was rooted in the fact that POL had decided to exploit Horizon's scripting facilities for increasingly complex transactions towards the end of my

time at Fujitsu. However, they did not have the systems experience to consider all relevant failure points and to construct suitable recovery scripts should a failure occur. I was aware of this happening in 2015, and I spent time in my last few months checking their recovery scripts and pointing out flaws in them. I do not know if anybody picked up this work after I retired.

- e. At paragraph 5.103, I made the comment “*WE ned to kill this one!*” What I meant by this is that we needed, as a matter of great importance, to correct the general statement made by Mr Coyne that “*the apparent ability prior to July 2017 to alter Reference Data without any formal consideration as to the impact of this change could have had a potentially very significant effect upon Horizon’s reliability and robustness.*” This was, in my view, factually wrong as far as Fujitsu was concerned and undeservedly damaging, which is why my comment was emphatic. I thought that it needed to be urgently corrected (via Fujitsu’s evidence) in order that the court was not misled. I note that John Simpkins agreed with me [FUJ00183797]. There was a joint POL/Fujitsu team (the Reference Data Team) whose entire working lives were dedicated to testing reference data before it ever went live. This included the creation of testing rigs which were future dated (I think by around 10 weeks) and ran according to the new reference data to check its ability to cope in the live environment. I believe the POL members of that team relocated from Farnborough to Bracknell in the mid-2000s so that they could communicate more closely. I think that the head of that team was Andy Corbert. I also recall that the whole team at some point moved floors to be closer to the SSC. I note that, at paragraph 54 of the Judge’s Technical Appendix, he agreed that Mr Coyne was likely “*reading too much*” into the document he had reviewed from July 2017 which was informing that conclusion.
- f. At paragraph 5.112 and 5.113, I make the following comments, which I think reflect my general position both then and now:

[5.112] "We have never said [the software is bug-free nor its accounts free from errors.] What we are saying is that when errors occur we detect them and can fix them and so they don't result in SPMRs losing large amounts of money (which is what some are alleging)."

216. My overarching point in these paragraphs is as expressed above. Generally, BEDs (to my knowledge) caused losses which were comparatively smaller than the large amounts claimed by the claimants. Bugs causing a small loss could have gone undetected, but I would have expected significant losses of the order being claimed to have been picked up. There were a number of ways in which a bug causing a large loss could come to light. From my experience, Fujitsu was alerted to such bugs through its own alerts and surveillance, or because an SPM reported issues which were then investigated or because POL identified and raised the bugs as an issue.

Assistance with Fujitsu evidence

Rule 9(2) Request questions 217-228

217. The Inquiry has asked me to consider some emails and attachments which all relate to my assistance in the preparation of witness evidence submitted by Torstein Godeseth and Stephen Parker.

218. I provided comments on drafts of their statements which had already been prepared, I assumed by WBD. I had no hand in the drafting process itself. Principally I would communicate with Torstein, Steve and others via email, and via my comments in track changes/comments boxes on the drafts. I was one of a number of Fujitsu people who commented on their statements.

219. I have been asked by the Inquiry why I was not the person selected to give evidence. To begin with, I thought I was going to be a witness but I was told

by POL's lawyers that I wouldn't be because they did not want the Fujitsu evidence to become side-tracked into discussions about the prosecution of SPMs given my historic involvement. I took that explanation at face value.

220. I have been asked by the Inquiry whether I told POL or Fujitsu that I would exercise the privilege against self-incrimination if called to give evidence in the GLO proceedings. I didn't tell POL or Fujitsu that I would exercise the right to self-incrimination if called as a witness. If I had been called, I would have been quite prepared to give evidence to the best of my ability. During the GLO proceedings I did not have independent legal advice. I did not know what the privilege against self-incrimination was.

Torstein Godeseth (questions 221-223)

221. I have been asked by the Inquiry to consider some emails concerning my assistance with the preparation of Torstein Godeseth's witness statements in the GLO proceedings. As noted above, most of my assistance was via comments included in drafts of his statements I emailed to him. I did not have a huge amount of in-person communication with Torstein at this time. I was working on an ad hoc basis, and I think he had reduced his working time to three days per week. In addition, around the time of the submission of his first witness statement, I think he was away in Japan for three or four weeks.

222. I was provided with a copy of Torstein's first draft statement on 20 September 2018 via email from Matthew Lenton addressed to me, Alan Holmes and Gareth Seemungal [FUJ00179314]. All three of us were asked to review it and "*provide any feedback / clarifications.*" There were questions built into the text of the draft. In this email Matthew Lenton asked if comments could be fed back by 24 September 2018.

223. It appears that on 21 September 2018 at 10.45am, Pete Newsome emailed Alan Holmes, Gareth Seemungal and me to say that WBD wanted a response that day [FUJ00179462]. At 12.51pm I emailed to say that I had just got in but

would look at it after lunch. I do recall that we were under some pressure from WBD to get our feedback over to them. I provided comments on a version which Alan Holmes and Gareth Seemungal had already fed into [FUJ00179474]. I was chased for my comments by Pete Newsome at 2.15pm [FUJ00179503]. I sent an annotated copy (with everyone's comments incorporated) at 4.30pm [FUJ00179517]. There were a couple of outstanding questions for Gareth Seemungal to address, and he sent a further version with his comments at 5.18pm that day [FUJ00179541]. This was not a draft that we spent a significant amount of time commenting on.

224. I have reviewed the draft statement and my comments [FUJ00159545]. My comments were aimed at ensuring Torstein's technical statements were accurate and clear, or indicating who in Fujitsu might be able to help further in clarifying certain points.

225. In relation to what Torstein said about remote access at paragraph 9.2.1, there are three comments which formed a discussion [FUJ00159545]:

"Was it not possible to inject stuff into old Horizon by adding said stuff into the Central correspondence servers which would then replicate it down to the branch. Did the SSC used to use this as a mechanism to correct problems?"

"Yes, that is correct. What do we need to say about that?"

"Again any transactions injected by SSC with Old Horizon would have used the CS address as the counter position which would be a number > 32 and so easily identifiable in any audit."

226. This discussion demonstrates the common understanding we had in 2018 on Fujitsu's side that substantive remote access was done in Legacy Horizon by inserting data at the correspondence server which was then replicated to the counter. As I have set out above, that is what I thought, at that time, was correct.

227. I realised subsequently (in the 3-4 weeks following these comments) that our understanding was wrong. Unfortunately, Torstein signed his first witness statement before I realised we were in error. As I recall, Torstein's statement was finalised and signed in a hurry because he left for his holiday to Japan on 27 September 2018.
228. My comment on draft paragraph 9.2.1 was reflected (not verbatim) in Torstein's signed statement at paragraph 58.10 [FUJ00083840], where he stated: *"In Legacy Horizon, any transaction injected by SSC would have used the computer server address as the counter position would be a number greater than 32, so it would be clear that the transaction had been inserted in this way."* Looking at this paragraph now, I think Torstein's wording was looser than mine: the SPM would be able to identify it as having been inserted at the correspondence server either from their counter transaction reports or from ARQ data. It was only for counter-inserted transactions that it would be necessary to look at the raw audit data.
229. As I say, my understanding of this issue changed shortly after Torstein signed his first statement, prompted by reading Richard Roll's witness statement (sent to us on 1 October 2018) and discussing with people in the SSC such as John Simpkins. I subsequently corrected the position in my note dated 13 October 2018 [FUJ00181504], in which I highlighted paragraph 58.10 of Torstein's signed statement and said:

"It would appear that this is incorrect. I have come to understand that in some circumstances the SSC needed to inject data at the counter. I am not clear as to exactly why this was necessary (other than for EOD Markers – which are not transactional data), and it is likely that any transactions that were injected would have been done at the CSs. Perhaps SSC can clarify this point as it is important in relation to Richard Roll's witness statement."

230. I reiterated this point in my comments on 15 October 2018 on a WBD memo which was drafted to form the basis of Steve Parker's statement [FUJ00160194].
231. Then, later in October 2018, I reiterated the point again when commenting on a draft of Torstein's second witness statement. I asked whether Torstein's statement needed to cover injections of transactions or data at the counter or whether it should be done by Steve Parker.
232. These confirmations throughout October 2018 that inaccurate information had been given to Torstein and included in his first statement appeared to have been understood by WBD. I note that the error was ultimately corrected via Steve Parker's witness evidence (see below). I assume that the decision that it should be corrected by Steve rather than Torstein, and the manner in which it should be corrected, was taken by WBD. It was not taken by me. I was not particularly concerned how it should be corrected, only that it should be corrected. I cannot comment on why there seems to have been a delay in bringing this information to the attention of the court. My main concern was that Fujitsu provided information which was technically accurate.
233. The Inquiry has asked me about the same issue when it arose in a series of questions from WBD to me by email on 16 November 2018 (see [FUJ00160648] and [POL00105560]). I was asked about User IDs, and specifically whether it could be affected by interrupted transactions. In my response, which reflected my updated understanding, I provided a possible "further scenario" that:

"On Old Horizon if SSC were to insert a transaction at the counter (which although possible, was very rare), then this would have been associated with the User ID of whoever was logged on at that counter. If nobody was logged on then the User ID would be missing. Such transactions should be clearly identified in the audit trail as having been inserted by the SSC" [FUJ00160648].

234. Whilst I didn't have exact numbers to hand, my understanding from the SSC was that instances in Legacy Horizon of injections at the counter and injections at the correspondence server were both very rare, although the former was (relatively speaking) much rarer than the latter.
235. I have been asked by the Inquiry whether Torstein accurately recorded which information within his statements was given to him by me. As I have explained, my comments were provided in marked up drafts (along with those of others) and so it should be relatively easy to track each comment I made and whether it was reflected in the final signed versions. Generally speaking, I think Torstein accurately recorded the information I gave him but this was not always the case. We had very limited time to go through things in tandem, and clearly there were others involved in the provision of information, which may have led to confusion as to who was the original source of information and the circumstances in which it came to be corrected. I don't know whether, for example, Torstein knew that I had corrected the point about remote access after he had submitted his statement.
236. Again, I saw it as my role to provide technical clarifications to Torstein if I thought something in his draft witness statements was incorrect. For example, when reviewing his first draft statement, Torstein had written that the Dalmellington bug had only affected four branches. I clarified that there were more than four branches and pointed him to my paper on "Duplicate Rems" to assist. Torstein corrected this mistake and correctly attributed information about the Dalmellington bug to me in his signed first witness statement at paragraphs 55-61 [POL00029051].
237. The Inquiry has asked me specifically about paragraph 13.1 of Torstein's second witness statement [FUJ00082234] and whether I believed it to be true that the Callendar Square bug was "*discovered when the Subpostmaster at the Callendar Square branch reported that he could see a transfer on some terminal but not on another and asked for this to be investigated.*" I can see that Torstein has attributed this information to me. Taken in isolation, it was my understanding at that time (based on the PEAKs and Anne Chambers'

entries in them) that the SPM at Falkirk branch had reported the problem and asked for it to be investigated in 2005. I have since reviewed the relevant PEAKs again (see [FUJ00083654] and [FUJ00083663]) and this remains my understanding.

238. I also believe that, when commenting on Torstein's draft second statement, WBD (and/or Torstein) were operating under a misunderstanding that the Callendar Square bug had only affected a single branch (Falkirk). I corrected that mistake in my comments and pointed out that the SSC had compiled a spreadsheet which listed all of the affected branches they had identified. I said this because I wanted to ensure that WBD and Torstein were aware of this spreadsheet and could use it to give accurate information to the Court about the true impact of the bug in terms of the number of branches affected, whether it has caused discrepancies in those branches and the different ways in it had manifested itself (even if this information was adverse to POL). I assume my comment was not taken into account by WBD or Torstein because I can see that, whilst the spreadsheet was disclosed by POL in the GLO proceedings on 27 February 2019 (paragraph 418 of the Horizon Issues Judgment), the Judge was critical of Torstein for the fact that his written evidence did not refer to the information contained within it (paragraph 425 of the Horizon Issues Judgment). This is unfortunate since, had Torstein amended his written evidence to reflect my comment and refer to Anne's spreadsheet, this criticism might have been avoided.

Stephen Parker (questions 224-228)

239. The Inquiry has asked me to consider the three statements of Stephen Parker and identify which parts (if any) I contributed to. Based on the documents I have reviewed, I believe that I 'contributed' primarily to the first statement's Appendices alongside others who assisted in clarifying technical points. Any input I had into the main body of the statement was minimal, and I think this was predominantly Steve's own work.

240. I have been asked by the Inquiry about my input (if any) into what Steve Parker said about remote access (in Legacy Horizon) at paragraph 22 of his first statement dated 16 November 2018 [POL00030141]. Paragraph 22 reads as follows:

“It is correct that “remote access” described above could have been carried out without the permission of a Subpostmaster. However, any additional transactions inserted remotely would be identifiable as such from the transaction logs that are available to Subpostmasters from Horizon.”

241. The first sentence is correct, i.e. the SSC could inject transactions or data into the message store without the SPM's permission. However, the second sentence is incorrect, because if that injection occurred at the counter (not the correspondence server), it would not have been identifiable from the transaction logs as having been injected remotely (although it would be identifiable from the complete audit data). I am unclear why that error was not picked up. As explained above, I had raised this issue on a number of occasions throughout October 2018 and WBD were clearly aware of it.

242. The Inquiry has asked me how, in relation to the KELs table appended to Steve's first statement, I was briefed in regard to providing input into it, and how I satisfied myself that the information I provided was fair and accurate. My recollection is that this KELs table involved a huge amount of analysis work from a number of people. I believe it arose as a result of instruction from WBD to begin analysing KELs referred to in Dr Worden and Mr Coyne's reports. From [FUJ00183347], it appears we had a call with WBD to discuss the priority of ongoing/upcoming work streams, and that analysis work appears at points (2) and (3) of four. Those four work streams became the subject of a daily conference call to discuss progress (see Dave Ibbett's email in [FUJ00183347]). I believe the SSC had a first pass through the relevant KELs, and Torstein and myself were provided with their comments on 2 November 2018 by Steve Parker [FUJ00183274]. I believe that the Fujitsu team would send back the KEL analysis to WBD on an ongoing basis, and Jonny Gribben

and his team created the KELs table (and the first draft of Steve's statement to which it became appended). Given the number of people working on this across different specialisms, and the amount of analysis work which was involved, I was satisfied that the output of work was as accurate as it could be. I was satisfied that the analysis I conducted was correct to the best of my knowledge, and the operation of the team meant that we did check each other's work when needed.

243. I have also been asked by the Inquiry about my input into the section entitled "Transaction Injection into Old Horizon" in Steve Parker's second statement [FUJ00161730], and whether and when I was aware of the matters stated in it.
244. Reading this part of Steve's signed second statement in isolation, the main point it is making is that the SSC could inject data at the counter (in addition to the correspondence server) in Legacy Horizon. He sets out the detail that I would have expected the SSC to provide about this. I think my input was limited to pointing out where errors had been made in the previous evidence and had subsequently come to light from the SSC.
245. I have been asked by the Inquiry about my input (if any) into Steve Parker's third witness statement [FUJ00083839]. I do not recall being provided with a draft of this statement in advance to provide comments on. However, I have seen some email correspondence [FUJ00190021] following service of Steve Parker's second statement in which issues covered by his third statement are discussed. I am involved in some of those discussions.
246. In an email dated 29 January 2019 [FUJ00161724] (presumably before service of Steve's second statement), Jonny Gribben asks about the "GIRO bank theory" at paragraph 35. Steve responds by saying "*you'll need someone like Gareth to give you a definitive answer, it was his idea after all. **I think the answer** is that Giro bank is ALSO an AP transaction (like bill payments)...*"

247. I was unavailable after 4pm on 29 January 2019 to provide a direct response, but I did speak to Pete Newsome about the matter. Looking back at the email correspondence, I do not think my answer about this was conveyed properly and so was not incorporated adequately into the second draft of Steve's statement. Nothing in the email at [FUJ00161744] represents the answer I had or would have given. I disagree with the answer quoted in Jonny Gribben's email at 5:04pm. The answer in my own words can be found in an email dated 30 January 2019 at 7:22am [FUJ00161750] from me to Jonny Gribben. I clarify that GIRO bank transactions are not AP, but standard EPOSS transactions, which is something that POL should definitely have known. To that extent, I believe that paragraph 23 of Steve Parker's third statement was informed (at least partly) by me. Otherwise I cannot see (and do not recall) that I had any further comments to make on Steve Parker's third statement. Looking at it now, my view is that much of it would have been outside my direct knowledge.
248. I have been asked by the Inquiry to consider the emails at [FUJ00162527] involving questions from Jonny Gribben (dated 6 February 2019) connected to errors in paragraph 35 of Steve Parker's second witness statement. I think the email chain accurately sets out the position and my involvement in it (i.e. that paragraph 35 was incorrect and I had provided corrective comments after the statement had been submitted).
249. On receipt of Jonny Gribben's detailed email, I circulated my draft comments in response internally at Fujitsu first (at 7:44am on Thursday 7 February 2019) so that others could provide their comments and we could send a consolidated response back to Jonny rather than piecemeal. There was subsequently a discussion between me, Steve Parker, Pete Newsome and Dave Ibbett about some points of technical clarification. This discussion was aimed at making sure we sent accurate and complete information back to Jonny in response to his questions. I informed Jonny at 4:26pm on 7 February 2019 that I had sent my comments to others in Fujitsu [FUJ00191538].
250. In relation to a couple of points, I said that I would need to check the relevant documentation, which Matthew Lenton then sent to me at 10:42 on 8 February

2019 (see [FUJ00087710]). My review of those documents allowed me to conclude the following on Saturday 9 February 2019 at 11:27:

- “1. All AP transactions in Old Horizon were digitally signed at the counter and so cannot be spoofed by SSC.*
- 2. All Banking Transactions are digitally signed at the counter and so cannot be spoofed by SSC*
- 3. (NB all transactions are digitally signed in HNG-X so spoofing can't happen.*

That means that the only transactions that could be possibly be injected by SSC to benefit them (as opposed to re-injecting copies of missing transactions that have been recovered) are EPOSS transactions, which means Giro Deposits and Manual Banking Deposits.”

251. Dave Ibbett extracted my short three point email and sent it to Jonny at 9:57am on Monday 11 February 2019, copying me. In response, at 10:11am, I attached my full and complete response from the previous Wednesday [FUJ00162078]. I note that Matthew Lenton also forwarded the full email chain including both responses, at 10:08 [FUJ00087710]. Our emails must have crossed.

252. I have been asked by the Inquiry to what extent I was involved in the work to correct Steve Parker's second statement. I am invited to consider [FUJ00163881]. I note that I am included in this email chain, up until the final email where I appear to have been excluded from the distribution list. On reviewing this chain now, I can see that it was principally an issue concerning the SSC's processes. Jonny Gribben was also seeking information about Richard Roll's activities whilst in the SSC. This would not have been an issue which I could assist with and I did not respond.

Closing reflections

Rule 9(2) Question 229

253. I think that I would like to reflect here my concern that I was asked to become involved in the GLO proceedings but without understanding the background to the Clarke advice and the criticisms which were made of me. At the time of writing this statement, I don't know much about why that decision was made. I would like to understand more about it before I comment further or explain how I feel about the way that I learnt of the criticisms which had been made of me. However, I do feel concerned by the fact that, in 2013, POL effectively blamed me for how it had conducted prosecutions, and then kept that from me for so long whilst continuing to rely on me.

254. The GLO proceedings were the first experience that I have had of civil proceedings. I do not know how well run they were compared to other such proceedings. I am starting (because of this Inquiry) to understand more about the approach which was taken to me during the preparation for the GLO proceedings. I am starting to see that I was exposed by this approach but I had no real idea about that at the time. I did not know that my absence would be regarded as so significant or that there would be the emphasis that there was on me as source of information. Clearly I did provide information to some of POL's witnesses. However, in some cases, the information I provided was not picked up and errors were not corrected as quickly as they should have been. I regret that this happened.

255. The GLO proceedings led to the Judge referring Anne Chambers and me to the DPP on 14 January 2020 [POL00112842]. I had absolutely no idea that this referral was being contemplated. It came as a shock to me when I learned about it. When making this referral, it seems that Mr Justice Fraser did not have access to my evidence in POL's prosecutions. For example, he said that I had not disclosed my knowledge of the Callendar Square bug to the court in

Mrs Misra's case. My witness statements and the transcript of my oral evidence show that I did. Seeing these problems in the referral letter again left me feeling very concerned that I had not been able to speak for myself.

256. When I was first interviewed by the police in June 2021, I made it clear that nobody had told me (and that I did not know) about expert duties or disclosure obligations when POL asked me to give evidence. I feel badly let down by POL and left exposed by how I was used by them in criminal proceedings. The personal consequences for me, however, are irrelevant compared to the terrible consequences for those who have been wrongly convicted and imprisoned.

Statement of truth

I believe the content of this witness statement to be true.

Signed

GRO

Dated

29/04/2024

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94	FUJ00086810	Reconciliation Controls Document	POINQ0092981F
95	FUJ00159521	Alan Btes & Others and Post Office Limited @Witness Statement of Torstein Olav Godeseth	POINQ0165698F
96	FUJ00181504	Comments on TOG's Witness Statement 27.09.2018 by Gareth Jenkins	POINQ0187221F
97	FUJ00082234	Witness statement of Torstein Olav Godseth (signed)	POINQ0088405F
98	FUJ00222893	Email chain from Steve Evans to Pete Jobson, Steve Bansal and Pete Newsome cc: others re: Information Requests from Jason Coyne	POINQ0228626F
99	FUJ00087274	GIJ Response to Information Requests from Jason Coyne	POINQ0093445F
100	POL00042057	Email from Rodric Williams to Andrew Parsons re PO Group Litigation	POL-0038539
101	FUJ00159667	Email from Chris Jay to Pete Newsome, Stewart Garry cc'ing	POINQ0165845F

No.	URN	Document description	Control number
		Jay Christopher and others re: RE: Post Master Lawyers	
102	FUJ00159300	Email from Dave Ibbett to Pete Newsome, Gareth Jenkins and Jonathon Gribben and others@Re: WBD Bracknell meeting 28th August 2018	POINQ0165477F
103	FUJ00159312	Email from Dave Ibbett to Johnathon Gribben @Re: gjj.Horizon Issues document dated 17 August 2018.docx	POINQ0165489F
104	FUJ00159313	The Post Office Group Litigation @Alan Bates and Post Office Limited@CLAIMANTS' PROVISIONAL/OUTLINE DOCUMENT IN RELATION TO THE HORIZON ISSUES	POINQ0165490F
105	POL00133591	Email from Chris Emery To Jonathan Gribben, Lucy Bremner, CC'ing Robert Worden - Re: Post Office: Receipts and Payment Mismatch	POL-0138044
106	FUJ00081969	Charteris Foundation Report for Alan Bates and others v POL - Dr Robert Worden and Chris Emery (Definitive version 31 May 2018 Table of Contents)	POINQ0088140F
107	FUJ00081968	Quantitative Approaches to Horizon Bugs	POINQ0088139F
108	FUJ00081967	Email from Jonathan Gribben to Pete Newsome and others re: Update following 5 June June CMC	POINQ0088138F

No.	URN	Document description	Control number
109	FUJ00179022	Foundation Report - Alan Bates and others v Post Office Limited - DR Robert Worden and Chris Emery	POINQ0184733F
110	FUJ00083981	Subpostmasters v Post Office Limited - Expert Report of Dr Robert Worden.(draft 68)	POINQ0090152F
111	FUJ00223931	Charteris Foundation Report - Alan Bates and others v Post Office Limited Dr Robert Worden and Chris Emery	POINQ0229664F
112	FUJ00083961	Subpostmasters v Post Office Limited - Expert Report of Dr Robert Worden (Draft 68 with hidden comments)	POINQ0090132F
113	FUJ00082226	Expert Report of Dr Robert Worden Appendices. Draft 44	POINQ0088397F
114	POL00029050	Expert Report of Jason Coyne (Bates & Others v POL	POL-0025532
115	FUJ00183797	Expert Report of Jason Coyne - Alan Bates and Others v POL	POINQ0189514F
116	FUJ00179314	Email from Matthew Lenton to Alan Holmes, Gareth Seemungal, Gareth Jenkins and others re Horizon Issues Trial - Witness Statement of Torstein Godeseth	POINQ0185026F
117	FUJ00179462	Email from Pete Newsome to Gareth Jenkins, Alan Holmes, Lenton Matthews and others with	POINQ0185174F

No.	URN	Document description	Control number
		Dave Ibbett cc'd in re Horizon issues trial- witness statements	
118	FUJ00179474	Email from Gareth Seemungal to Gareth Jenkins, Pete Newsome, Alan Holmes and others RE: Horizon Issues Trial- Witness statement	POINQ0185186F
119	FUJ00179503	Email chain from Pete Newsome to Gareth Jenkins RE: Horizons Issues Trial- Witness statement [WBDUK-AC.FID27032497]	POINQ0185215F
120	FUJ00179517	Email from Gareth Jenkins to Gareth Seemungal, Pete Newsome, Alan Holmes and others - RE: Horizons Issues Trial- Witness Statement	POINQ0185229F
121	FUJ00179541	Email from Gareth Seemungal to Gareth Jenkins, Pete Newsome, Alan Holmes and others RE: Horizon issues trial- witness statement	POINQ0185253F
122	FUJ00159545	Alan bates & others v Post Office Limited - @Draft Witness Statement of Torstein Olav Godeseth	POINQ0165722F
123	FUJ00160194	Womble Bond Dickinson - Response to Richard Roll (To be turned into a statement by Steve Parker)	POINQ0166372F
124	FUJ00160648	Email from Gareth Jenkins to Andrew Parsons, Johnathan Gribben Cc Dave Ibbett & Others	POINQ0166826F

No.	URN	Document description	Control number
		RE Post Office Group Litigations: Some points to check please	
125	POL00105560	Email from Gareth Jenkins to Jonathan Gribben re Post Office Group Litigation: Some points to check please.	POL-0105127
126	POL00029051	First Witness statement of Torstein Olav Godeseth (Bates & Others v POL)	POL-0025533
127	FUJ00083654	Peak Incident Management System - Call reference PC0126042 - FAD160868 - SU cash amounts vary on counters.	POINQ0089825F
128	FUJ00083663	Peak Incident Management System@Call Reference: PC0126376	POINQ0089834F
129	POL00030141	Witness Statement of Stephen Paul Parker	POL-0026623
130	FUJ00183347	Email from Dave Ibbett @to Matthew Lenton, Pete Newsome cc Gareth Jenkins, SP Parker, Lucy Bremner @RE: Stage 2 review of Coyne's Report	POINQ0189064F
131	FUJ00183274	Email from Steve Parker to Gareth Jenkins and Torstein Godeseth CC Dave Ibbett and Pete Newsome RE: Initial answers to Stage 2 review of Coyne's Report	POINQ0188991F
132	FUJ00161730	Second Statement of Stephen Paul Parker	POINQ0167908F

No.	URN	Document description	Control number
133	FUJ00083839	Third Witness Statement of Stephen Paul Parker	POINQ0090010F
134	FUJ00190021	Email from SP Parker to Gareth Jenkins RE: SP Second Witness Statement: Possible examples to use - effective software fixes [WBDUK-AC.FID27032497]	POINQ0195738F
135	FUJ00161724	Email chain from Steve Parker to Jonathan Gribben, copying Matthew Lenton, Dave Ibbett and others. RE: SP Second Witness Statement: Possible examples to use - effective software fixes [WBDUK-AC.FID27032497]	POINQ0167902F
136	FUJ00161744	Email Pete Newsome to Christopher Jay, Legal.Defence and Jonathan Gribben cc Andrew Parsons, Dave Ibbett and Gareth Jenkins re SP Second Witness Statement: Possible examples to use - effective software fixes	POINQ0167922F
137	FUJ00161750	Email from Gareth Jenkins to Pete Newson, Jonathan Gribben, Christopher Jay and Legal.Defence cc Andrew Parsons, Dave Ibbett, Lucy Bremner and S Parker re SP Second Witness Statement: Possible examples to use - effective software fixes	POINQ0167928F
138	FUJ00162527	Email Jonathan Gribben to Matthew Lenton, cc others re Remote access – urgent	POINQ0168705F
139	FUJ00191538	Email chain including Chris Jay (FUJ); Legal Defence Team	POINQ0197255F

No.	URN	Document description	Control number
		(FUJ); Pete Newsome (FUJ) & Others Re: Injecting transactions	
140	FUJ00087710	Email from Matthew Lenton cc: Gareth Jenkins, Dave Ibbett, Pete Newsome, to Jonathan Gribben, Lucy Bremner, Andrew Parsons and others re: RE: Injecting transactions – urgent	POINQ0093881F
141	FUJ00162078	Email from Gareth Jenkins to Dave Ibbett, Jonathan Gribben, Pete Newsome & Others, CC-Andrew Parsons, Lucy Bremner, SP Parker & Others RE: Injecting transactions - urgent [WBDUK-AC.FID27032497]	POINQ0168256F
142	FUJ00163881	Email Steve Parker to Jonathan Gribben cc Dave Ibbett, Matthew Lenton, Pete Newsome re FW Further counter injection analysis	POINQ0170059F
143	POL00112842	Letter to Mr Max Hill QC from The Hon Mr Justice Fraser, re Bates and Others v POL	POL-0110256