

**From:** Anthony de Garr Robinson [GRO]  
**To:** 'Amy Prime' [GRO], Owain Draper [GRO]  
**Cc:** Andrew Parsons [GRO], Elisa Lukas [GRO]  
**Subject:** RE: POL Defence [BD-4A.FID26896945]  
**Date:** Mon, 10 Jul 2017 18:40:07 +0000

**Importance:** High

**Inline-Images:** image001.jpg; image002.png; image003.png; image004.png

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Dear Amy, Elisa and Andy,

Thanks for your sterling work in getting the draft Defence to us as and when promised: it would not have been easy, I know.

I have a few queries about your drafting and would be greatly assisted by your answers, preferably during the first part of tomorrow morning, if that is at all possible.

My questions are:

Page 1 – yellow text: what further work/drafting are you considering doing re- bankrupt claimants and criminal conviction.

Para 29 – the distinct impression I get is that the claims asserted in the schedules of information are so badly formulated or include such flawed reasoning that it is not safe for us to say how many claimants we have of any sort, including temporary Sub-Postmasters, community Sub-Postmasters or any category of NTC Sub-Postmasters?

Para 31(3) – (a) would I be right in thinking that, on the claimant's case, the only claimants with claims relating to franchise companies are all guarantors of those companies? And (b) would I also be right in thinking that the only "pure" director claimant is a director of a Subpostmaster company and so is probably making a claim as an Assistant?

Para 43(4) – her, we say that any shortfall can be settled centrally, whereas in para 39(5) say that TCs can only be settled centrally if they are for £150 or more. Don't we have to be consistent in our approach and, if so, which approach should we adopt – should we mention the £150 requirement or not?

Para 60- the more I think about it, the more I think that the whole of para 60 other than the first two sentences ought to be deleted. I am loathe to mention the mediation because it gives them an excuse for whinging about Second Sight and, more fundamentally, what we seem to be saying in the subsequent sentences is that in the mediation all sorts of allegations about remote access were being made in all sorts of different ways, and not just the Bracknell basement way. This seems to give us no excuse for not having researched the problem properly before we said that remote alteration was not possible. Do you agree?

Para 62(5) – the extra text you have added at the end of the para does not fit with the denial that precedes it adds nothing. I wanted to say that we cannot conceive of a reason why a helpline operator would tell a Sub-Postmaster to submit a false branch trading statement. As you have changed the text, I infer that you think we cannot or should not say this. Is that right? If so, I will simply delete the second half of the para.

Para 115(1) – should we simply be admitting that we required guarantees for new companies?

Para 136 – why the additional reference to agency duties here? What duties are relevant to our demands for payment?

Para 146(6) – I do not understand this plea. Para 106.8 does not have two sentences. Please explain what you are trying to do here – what are you denying and in relation to what you are not denying what case are you putting forward?

Para 167 – why insert a reference to the estoppels and defences para (now para 185)? It seems a bit random to pick that para amongst all the others, what am I missing?

Best wishes,

Tony

sentence  
grateful if you ,

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**From:** Amy Prime [mailto: [REDACTED] GRO]  
**Sent:** 10 July 2017 08:14  
**To:** Owain Draper [REDACTED] GRO; Anthony de Garr Robinson [REDACTED] GRO  
**Cc:** Andrew Parsons [REDACTED] GRO; Elisa Lukas < [REDACTED] GRO >  
**Subject:** POL Defence [BD-4A.FID26896945]

Good morning Tony, Owain

Please find attached the draft defence (which incorporates the revisions circulated by Owain on 6 July) and a comparison to the defence which was circulated by Tony on 4 July 2017.

Deloitte will be providing their feedback on the Defence during the course of today and we are finalising the "admitted and averred" points and Supply of Goods and Services Act this morning.

If you need any further information or have any questions please let us know.

Kind regards

Amy

**Amy Prime**  
Solicitor  
Bond Dickinson LLP

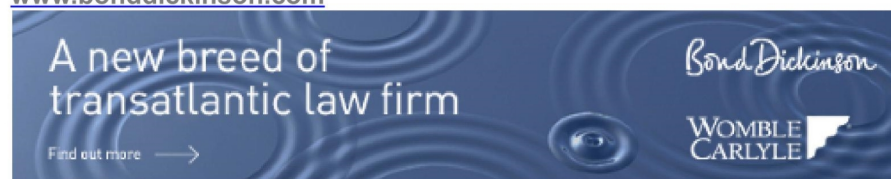
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