

IN THE HIGH COURT OF JUSTICE**Claim No. HQ16XO1238****QUEEN'S BENCH DIVISION****THE POST OFFICE GROUP LITIGATION****BETWEEN:****ALAN BATES & OTHERS****Claimants****- and -****POST OFFICE LIMITED****Defendant**

SCHEDULE OF INFORMATION

1.	Claimant & Branch Details	
1.1.	Name	Mr David Charles Blakey (see Gillian Blakey)
1.2.	Home address	GRO
1.3.	Branch address	GRO (FAD code.: 2023113)
1.4.	Subpostmaster (Yes / No, if No give details, e.g. Crown Office Employee, guarantor of Franchisee)	No. I assisted my wife who was Subpostmistress of the branch.

1.5.	Date and form of any contract entered into with Post Office	Pending access to any contractual documents and records that Post Office may hold, my recollections are as follows: I did not enter into a contract with Post Office.
1.6.	Start date of appointment/engagement	Not applicable.
1.7.	End date of appointment/engagement	Not applicable.
1.8.	Currently employed / engaged? (Yes/No)	Yes.
1.9.	Lived in linked residential premises? (Yes/No)	No.
1.10.	Employed assistants? (Yes/No, and if yes identify number as at date of termination of appointment)	Yes. 4 assistants (one worked in the shop only).
1.11.	Operated a retail business from same premises (Yes/No)	Yes. A small shop.
2.	Training and Support	
2.1.	Received initial training from Defendant re: Horizon when introduced in 1999/2000 (Yes/No)	Yes. Pending access to any training records that Post Office may hold, my recollections are as follows: Horizon was introduced to the branch in February 2000. Prior to it being installed, I attended a one day training course held by Post Office with my wife. A trainer from Post Office also attended the branch for 1 week (5 working days) following the installation of Horizon. When I was not at work I attended the branch and the trainer showed me how to use Horizon. I thought the training provided by Post Office was inadequate. It was clear that the trainer lacked the knowledge and understanding to

		demonstrate how to use Horizon. Rob McLachlen, a Retail Line Manager, also attended the branch some 3 weeks after Horizon had been installed to assist me and my wife with the balancing process. We could not get the branch to balance. Mr McLachlen did not really help. It was clear that he also did not know what he was doing and we resorted to using the manual provided by Post Office. Mr McLachlen left the branch around 10pm but My wife and I remained there until 11pm trying to achieve a balance.
2.2.	Received initial training from Defendant re: Horizon when took up position? (Yes/No, and if yes give date and brief details of any training said to have been inadequate or inappropriate)	Not applicable.
2.3.	Received any further training from Defendant re: Horizon? (Yes/No, and if yes give date and brief details of any training said to have been inadequate or inappropriate)	I received no further training from Post Office.
2.4.	Contacted Helpline to seek advice re: Horizon and/or alleged shortfalls? (Yes/No, and if yes give approximate date and brief details of any advice and responses said to have been inadequate or inappropriate)	Pending access to any helpline call logs that Post Office may hold, my recollections are as follows: No. I did not contact the Helpline regarding Horizon and/or alleged shortfalls.
3.	Apparent or Alleged Shortfalls	
3.1.	For each apparent or alleged shortfall attributed by the Defendant to the Claimant and in relation to which complaint is made, specify: (a) Amount(s): (b) Date(s): (c) Paid by the Claimant to the	Pending access to full transaction and account records from Horizon, I am only able to give approximate figures, although I do have a clear recollection of payments having been made by me. <u>Shortfalls under £100</u> I regularly paid small amounts of money into

	Defendant? (Yes/No, and dates of payment). (d) How did the Claimant treat the above amounts in the accounts and why?	the branch to make good apparent shortfalls whilst my wife was Subpostmistress. I cannot recall the specific dates and amounts but I would estimate that I paid around £2,000. <u>Shortfalls over £100</u> Again, I cannot recall specific dates or amounts when apparent shortfalls arose. I do recall that the first large shortfall was for the sum of £5,000. This occurred after completing the balance procedure. I always helped my wife complete the procedure. My wife usually counted the motor vehicle licences of which there were around 800 and I would undertake the rest of the process. When Horizon showed there to be a shortfall of £5,000 I assumed that this was an error and thought that it would eventually return via an error notice. I therefore altered the figures on Horizon to make the branch balance as I could not afford to make good a loss of that size. The missing sum did not return and more shortfalls began to occur. If the shortfalls were over £100 I did alter the figures which I input into Horizon to achieve a perfect balance. I genuinely thought that the system would eventually correct the errors and in the meantime, the branch could continue to trade. I did not tell my wife about the shortfalls as I did not want her to worry or affect her health.
4.	Audit and Investigation	
4.1.	Did the Defendant conduct one or more audits of the branch prior to termination? (Yes/No, and if yes give date and brief details)	I can vividly remember the audits (and/or investigations) taking place, however, in relation to specific dates, I will require access to Post Office's audit records. In the meantime, I can give approximate details as follows: 2 audits took place before Horizon was introduced at the branch. I was not present

	when these audits took place. The third audit took place on 13 May 2004. I was not at the branch when the auditors arrived but my wife called me and mentioned that an audit was taking place. I therefore attended the branch to tell the auditors that Horizon was showing a discrepancy of around £63,000. My wife did not know about the discrepancy and was in total shock. The auditors asked me what I had "done with the money". I was shocked by this. I had not taken any money from the branch. However, I could not explain the apparent shortfalls. The auditors found a shortfall of £64,435.24 to which a further net amount of £931.22 was added in respect of further transactions. Two investigators arrived at the branch. I recall that I was taken into a room where the investigators had set up a tape recorder. I was questioned under caution. The interview was like an interrogation. I was asked over and over where the money was. I told the investigators repeatedly that I had not taken any money. The investigators also asked me when the shortfalls had started. I told the investigators that I didn't know, but the investigators persisted. I therefore told them that it had happened over a period of 3 months, just to provide them with an answer. However, it was obvious from the cash accounts that the shortfall had accrued over a much longer period. In the end, we agreed on 1 year but I do think it was a longer period than this. During the interview, I also gave the investigators permission to review my financial information. To my knowledge, Post Office never did this. I provided a statement to the investigators admitting that I had covered up the alleged
--	--

		shortfall from the Post Office and my wife. The investigators then questioned my wife, even though it was clear that she knew nothing about the shortfalls and she was suspended by Post Office.
4.2.	Was there an investigation carried out by the Defendant relating to alleged shortfalls? (Yes/No, and if yes give date and brief details of any investigation(s) in relation to which the Claimant raises a complaint)	No. I have seen no evidence of any adequate investigation. I did give consent to the investigators to access my financial information including all of my personnel bank accounts. However, I believe that Post Office did not do this. At a subsequent court hearing Post Office's legal representative asked the judge for permission to access my financial information. I explained to the judge that I had already consented to this. Post Office could not explain to the judge why they had not already looked at this before bringing charges against me.
5.	Suspension and Termination	
5.1.	Was the Claimant suspended for a reason related to alleged shortfalls? (Yes/No, and if yes give date and brief details of any suspensions in relation which the Claimant raises a complaint)	Not applicable.
5.2.	If the Claimant was suspended: (a) Was the branch closed by the Defendant? (Yes/No, and if yes give date) (b) Was a temporary Subpostmaster appointed by the Defendant? (Yes/No, and if yes give date) (c) Was the Claimant prevented from accessing records within the branch? (Yes/No, and if yes give date and brief details)	Not applicable.
5.3.	How did the Claimant's appointment end? (Terminated by Defendant /	Not applicable.

	Resigned)	
5.4.	If the Claimant's appointment was terminated by Defendant, was this for a reason related to alleged shortfalls? (Yes/No) Was that reason stated by Post Office? (Yes/No)	Not applicable.
5.5.	Did the Defendant give notice? (Yes/No, and if yes, state period of notice)	Not applicable.
5.6.	If the Claimant resigned, was this under pressure from Defendant for a reason related to alleged shortfalls (Yes/No, and if yes give date and brief details)?	Not applicable.
5.7.	Did the Defendant prevent or impede sale or transfer of the Claimant's business? (Yes/No, and if yes give date and brief details)	Yes. Following the termination of my wife's appointment, Post Office gave us just 3 months to sell the business. We initially advertised the business for sale for the sum of £120,000. This would allow us to discharge our loans. However, with little interest from buyers and the time constraints put on us by Post Office, we were forced to reduce the sale price to £80,000. A couple of offers were made but they fell through. I do suspect that Post Office had something to do with this. We subsequently received an offer of £60,000 which was significantly less than what the business was worth. However, we were in a desperate situation and therefore, agreed to accept £65,000. The sale subsequently fell through as Post Office, without our knowledge and/or consent, offered to sell the licence to the branch to our buyer. Therefore, she did not need to buy the business from us. Eventually the Post Office gave the licence to the temporary Subpostmaster, Tony Beety. We were informed about this on 11

		November 2004 by the then Retail Line Manager, Jayne Kaye. Following Post Office's suggestion, My wife and I had allowed Mr Beety to run the retail business whilst he was temporary Subpostmaster. He paid us rent for this in the sum of around £600. I did ask Mr Beety to buy the business and he said that he wouldn't take the branch even if it was given to him. Nonetheless, he did take the licence from Post Office. I suspect that he already had an agreement in place with Post Office when I approached him. Mr Beety did purchase the retail stock from us at cost price for a few hundred pounds.
6.	Civil and Criminal Proceedings	
6.1.	Did the Defendant pursue recovery of any alleged shortfalls by civil proceedings? (Yes/No, and if yes give date and brief details)	No. Post Office did threaten legal action against my wife if she did not pay the alleged shortfall which was in the region of £65,000. Given our financial circumstances, my wife and I had no choice but to file for bankruptcy on 28 February 2006.
6.2.	If yes, what was the outcome of the proceedings? (Settled, Judgment for Claimant, Judgment for Defendant, currently stayed) Please give date and brief details.	Not applicable.
6.3.	Did the Defendant pursue any criminal proceedings against the Claimant? (Yes/No)	Yes.
6.4.	If yes, specify (with dates): (a) charges (Theft, False Accounting, and any other charges); (b) outcome (guilty after contested trial, acquitted after contested trial, guilty plea, not pursued).	(a) I was charged with six counts of False Accounting and Theft in or around late 2004. (b) I pleaded guilty to False Accounting but not Theft. At a preliminary hearing the Judge told Post Office that it had failed to produce any evidence whatsoever to

		prove that I had committed Theft. He gave them until 28 January 2005 to either provide evidence or alter the charges against me. Post Office subsequently amended the charges but asked that the Theft charge lie on file. I was sentenced to 9 months imprisonment which was suspended for 2 years. In addition, I was ordered to pay costs in the sum of £1,000 which I was to pay in monthly instalments of £50.
6.5.	Has any conviction been referred to the Criminal Case Review Commission or is the subject of any appeal? (Yes/No)	No.
7.	Nature of claims pursued	
<i>In this section, indicate whether the Claimant relies on generic Particulars of Claim in respect of the types of claim identified (in each case, Yes/No).</i>		
7.1.	Contract, tort & fiduciary duty	
(i)	Training	Yes.
(ii)	Support	Yes.
(iii)	Availability of transactional information	Yes.
(iv)	Execution / reconciling transactions	Yes.
(v)	Inappropriate attribution of alleged shortfalls	Yes.
(vi)	Demands for payment	Yes
(vii)	Investigation	Yes.
(viii)	Suspension	No

(ix)	Termination	No
(x)	Pressure to resign	No
(xi)	Impeding sale / transfer	Yes.
(xii)	Concealment	Yes.
(xiii)	Breaches of overarching duties	Yes.
7.2.	Harassment	Yes.
7.3.	Deceit	Yes, as I was led to believe that I had no alternative but to pay the shortfalls.
7.4.	Malicious Prosecution	Yes.
7.5.	Unjust Enrichment	Yes.
8.	Nature of claims for loss	
8.1.	Repayment of alleged shortfalls (Yes/No and amount)	I regularly put in cash from my own monies to make Horizon balance. I estimate that I paid approximately £2,000 to make good apparent shortfalls. Plus all sums found to be repayable following disclosure and upon investigation by the court.
8.2.	Loss of investment (Yes/No, and approximate value, subject to expert evidence)	Yes. My wife and I lost the value of the business (Post Office and retail shop) but I am unable to quantify this without expert valuation evidence. We paid £130,000 for the business. We agreed to sell the business for £65,000 but the sale fell through. Post Office gave the licence to run the post office to the temporary Subpostmaster. We therefore were left with no business to sell.

8.3.	Loss of earnings during suspension (approximate value and brief details)	Not applicable.
8.4.	Loss of earnings for failure to give notice (approximate value)	Not applicable.
8.5.	Loss of earnings post termination (period claimed and approximate value) [If not already dealt with at 8.2 above]	See 8.2 above.
8.6.	Stigma and/or reputational damage (Yes/No and brief details)	Yes. The local media ran a story about me. As a result, I was dismissed from my job as an engineer.
8.7.	Personal Injury (Yes/No and brief details, subject to expert evidence)	No.
8.8.	Losses related to bankruptcy/other insolvency procedures (Yes/No and brief details)	Yes. £320 in respect of the bankruptcy costs. We also lost our house and assets. I had purchased a car on lease purchase. The outstanding loan was in the region of £18,000 but the car was sold for £3,000. I was left liable to pay the outstanding finance which was included within the bankruptcy.
8.9.	Losses related to prosecution (Yes/No and brief details)	Yes. Due to the pending court case, I was dismissed from my job as an engineer. I earned around £25,000 per year. I could not find alternative employment especially with my criminal conviction. I was therefore forced to retrain as a plumber earning around £15,000 per year. I paid around £2,000 to attend a plumbing course. I am now employed as an operations manager and earn around £32,000 per year.
8.10.	Any other loss not covered above (identify category and provide, brief details and amount).	Any further losses found to have been suffered following disclosure and expert quantum evidence.

The information provided in this Schedule is true to the best of the Claimant's knowledge and belief on the basis of the information presently available to the Claimant. However, the information is provided prior to disclosure by the Defendant, prior to any expert evidence, and figures provided in relation to loss are approximations only.

I believe that the facts stated in this Schedule are true.

Signed:

GRO

Mr David Charles Blakey

Date: 02 September 2017

Freeths Reference: CS/2128851/1