

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	Mrs Seema Misra
1.2.	Home address	<div style="border: 1px dashed black; padding: 10px; text-align: center;">GRO</div>
1.3.	Branch address	14 Station Approach, West Byfleet, Surrey, KT14 6NG (the "Branch")
1.4.	Subpostmaster (Yes / No, if No give details, e.g. Crown Office Employee, guarantor of Franchisee)	Subpostmaster/mistress
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 signed an Acknowledgement of Appointment on 29 June 2005. I have never been provided with a full copy of my contract with the Post Office.
1.6.	Start date of appointment/engagement	29 June 2005

1.7.	End date of appointment/engagement	1 April 2008
1.8.	Currently employed / engaged? (Yes/No)	No
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)	3
1.11.	Operated a retail business from same premises (Yes/No)	Retail outlet (Costcutter)
2.	Training and Support	
2.1.	Received initial training from Defendant re: Horizon when introduced in 1999/2000 (Yes/No)	Not applicable
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)	<p>Yes</p> <p>In March 2005 I attended a training course at one of the Post Office's call centres in Hampstead. The training lasted for 10 days and focused on how to carry out transactions. During the training we had our own terminal and the training mainly focussed on manually changing dates on stamps, up selling from recorded delivery to special delivery, DVLA services and general accounting for daily transactions. There was no training in relation to balancing, apart from they told me this has to be done and what to do with discrepancies. There was no mention of being able to settle centrally .</p> <p>I had two Post Office trainers visit me for the first two weeks. Mainly the trainers watched over my shoulder as I processed items. I was shown how to account for remittances in and out. Junaid was the trainer for the first week and Michael the second week but I do not recall their surnames. I was not shown how to use the suspense account nor was I</p>

	<p>shown what to do when errors occurred or when data had been incorrectly inputted into Horizon.</p> <p>During the first week of on-site training with Junaid we carried out a cash declaration and encountered a shortfall of £70 which I think was on the very first day of trading. I was very surprised to see this as Junaid had been watching every entry that I had made on Horizon. When I queried this with him, Junaid said <i>"it's never penny-to-penny from day-to-day, it will come out alright on Wednesday"</i>. He suggested that the discrepancy would work itself out as there were always fluctuations, either surpluses or shortfalls, that would balance each other out but in the meantime I would have to make it good. I remember going to the shop till and taking out £70 to pay into the post office. I never called the helpline about this since I thought as per Junaid's comments that it would sort itself out later. On the Wednesday balancing exercise I expected to see a surplus given what Junaid had said but there was none. He had said that these could take some time to come through, up to 6 months for National Savings corrections and error notices. Junaid advised me that shortfalls that appeared when balancing could be paid with cash but never tried to explain why these shortfalls may occur or how to try and rectify them. I was shocked that Junaid had not been able to rectify this shortfall on the day seeing as he was a Post Office trainer and not only that but he failed to investigate it further.</p> <p>On the second week of on-site training I was trained by Michael.</p> <p>For the duration of the week he watched over all of my transactions presumably with a view to train and correct any mistakes I might have made. On the Wednesday of that week, there was a shortfall of approximately £200 and neither I nor Michael had any idea how this had arisen. He told me that he did not know the root cause of the shortfall and he called the helpline.</p> <p>He spoke to the helpline member and followed the step-by-step instructions the member gave him. He imputed some information into Horizon and then took a</p>
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		<p>balance which showed that the shortfall had doubled to £400. We were both shocked. I also told him about the shortfall the week prior with Junaid and was very surprised to hear about it. He could not explain how the figure had doubled after he had followed the exact instructions given to him by the helpline and had no idea how the original shortfall had arisen.</p> <p>Michael repeated to me the advice that he had been given by the helpline which was <i>"make the till good now and you might get an error notice"</i>. Michael then left for the day and told me to call the helpline if I got an error notice. He seemed somewhat hesitant to leave me on this note because he knew that following the helpline's instructions had led to the shortfall doubling and I was now being told that I had to make good the shortfall out of my own pocket. Michael seemed quite concerned as he knew that it was wrong that I had to pay this through no fault of my own.</p>
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)	<div>No</div>
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)	<p>Pending access to any helpline call logs that Post Office may hold, my recollections are as follows:</p> <p>Yes</p> <p>Frequency of contact: 2-3 times per week</p> <p>Details:</p> <p>If I could not resolve the issue, which was nearly all the time, I would contact the helpline who would advise me to use the settle centrally function at the end of the trading period. I followed these instructions and did use the settle centrally function on numerous occasions.</p> <p>In fact I contacted the helpline regularly to ask for help on discrepancies, transaction corrections, cash declarations, balancing issues and faults with Horizon. . On a</p>

		<p>Wednesday in particular it was so difficult to get through to the helpline and I would be kept on hold for hours. I assumed that this was because so many other SPM's or post office staff would be calling for help on Wednesday's because this was the mandatory balancing day. I often stayed behind until past midnight long after the branch and shop had closed to try and ascertain the cause of discrepancies that I had.</p> <p>Often when I called the helpline about a discrepancy they would just tell me rollover the shortfall or don't trade. I would also call the helpline to ask for training on transactional errors but no proper training was offered to me on how to resolve a balancing error</p>
3.	Apparent or Alleged Shortfalls	
3.1.	<p>For each apparent or alleged shortfall attributed by the Defendant to the Claimant and in relation to which complaint is made, specify:</p> <p>(a) Amount(s):</p> <p>(b) Date(s):</p> <p>(c) Paid by the Claimant to the Defendant? (Yes/No, and dates of payment).</p> <p>(d) How did the Claimant treat the above amounts in the accounts and why?</p>	<p>Pending access to full transaction and account records from Horizon, I am only able to give details as follows:</p> <p>Shortfall 1:</p> <p>(a) £77,643.87</p> <p>(b) April 2008</p> <p>(c) Yes</p> <p>(d) I signed off the accounts which covered up the losses. I did this as I had been told by the Post Office that if I made good the losses, that they would be rectified in due course. I was continually paying for losses from the profits made on the retail business.</p>
4.	Audit and Investigation	
4.1.	<p>Did the Defendant conduct one or more audits of the branch prior to termination? (Yes/No, and if yes give date and brief details)</p>	<p>Yes</p> <p>Dates: 14 October 2005</p> <p>14 January 2008</p> <p>Details:</p> <p>14 October 2005</p>

	<p>On 14 October 2005, Alan Stuart, Post Office auditor, attended my branch unannounced with two other auditors. After they had carried out the audit they told me that there was a shortfall of £3,541.24. I asked them how this had been calculated and the auditors told me that I would have to speak to Post Office directly and contact my local Area Manager. I remember that they told me that they could offer no help whatsoever and that I would have to make good the loss.</p> <p>The auditors also gave me a warning that if I were to incur any further shortfalls of £500 or more then Post Office would take the branch away from me. I was shocked and upset to hear this as I had no explanation of how the shortfalls were arising and felt that I had no control over the discrepancies as I was never told how they had arise or why. They made me feel so inadequate. They told me to speak to Elaine Ridge. I did so and she said that she would come and see me. When she did she said <i>"I don't why you are having these problems, you are the only one, we have so many crown offices but it is just your post office"</i>. This made me feel even more inadequate as I believed her.</p> <p>1 January 2009</p> <p>At around 8:30am on 14 January 2008 three Post Office auditors being Keith Noverre, Sue Le May and Chris Stevens, attended my branch unannounced. Keith Noverre had been with Alan Stuart as a trainee at the first audit. I was not present for the audit and my husband told the auditors that I was visiting relatives in Luton that day.</p> <p>The auditors made my husband stay for the audit but also insisted that I must attend as I was SPM. The auditors were aggressive to my husband, they even asked why he was there and he said that he ran the shop. I arrived to the branch at around 10.45am.</p> <p>The auditors were at the branch all day and closed the post office for the entire day. In the suspense account there was an amount held in cash in pouches of £27,000 and an amount held in currency pouches with rem slips dated 9 January 2008 enclosed but</p>
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	<p>there was no cash. I explained that I was hoping to get the cash from family that day to be able to send the £27,000 back to the cash centre.</p> <p>Having now seen the audit report, I was not provided with a copy at the time, it states that the purpose of the audit was to verify financial assets due to Post Office and confirm compliance with a range of Business processes, procedures and regulatory requirements.</p> <p>The auditors told me to rollover as I would normally do as the office was in the previous trading period. The auditors told me that there was a shortfall of £80,000.</p> <p>Whilst I was being interviewed, the interim Subpostmaster who had been appointed undertook his own audit and he uncovered a surplus of £2,000.</p> <p>The audit report that I have now seen, having not been previously provided with a copy, states that the shortfall was £77,643.87 which was made up as follows:</p> <table><tr><td>£37,882.27 (-)</td><td>identified as difference in cash figures</td></tr><tr><td>£3,173.60 (-)</td><td>identified as a difference in stock figures</td></tr><tr><td>£2,891.25 (-)</td><td>identified as difference in cheque figures</td></tr><tr><td>£264.45 (+)</td><td>identified as a difference in foreign currency figures</td></tr><tr><td>£27,000 (-)</td><td>cash in pouches</td></tr><tr><td>£3,930.07 (-)</td><td>currency in pouches</td></tr><tr><td>£3,034.03 (-)</td><td>outstanding debt</td></tr></table> <p>At around 2pm, investigators Adrian Morris, John Longman and Lisa Allen arrived at the branch and they interviewed me and recorded the interview. They asked me if I wanted to be accompanied at the interview but as I knew I had not taken the money myself I said no. We went upstairs to the empty space above the shop for the interview. We never did make that space into a flat because we didn't get planning permission.</p>	£37,882.27 (-)	identified as difference in cash figures	£3,173.60 (-)	identified as a difference in stock figures	£2,891.25 (-)	identified as difference in cheque figures	£264.45 (+)	identified as a difference in foreign currency figures	£27,000 (-)	cash in pouches	£3,930.07 (-)	currency in pouches	£3,034.03 (-)	outstanding debt
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		<p>They asked me if I had stolen £89,000 from the post office. I said no. They asked me if I had ever stolen any money from the post office and I responded that I had not taken a single penny. I said that everything that I had done, I had done to save my business.</p> <p>They asked if they could search my home and I said that they could. They went through all of my drawers and cupboards but never told me what they were looking for. We were living in rented accommodation across the road from the shop at that time so we had gone across for the search together. Our home was so minimal as we had no money to decorate, we even had our mattresses on the floor, no actual beds.</p>
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)	<p>Yes – a Case Review Report was completed on 30 April 2015.</p> <p>With regards me being told by the trainer in the first 2 weeks of training that a voucher would be issued for the discrepancy, Second Sight state <i>“We consider that the fact that the trainer told the Applicant that a ‘voucher’ would be issued, suggests that he considered at the time that grounds may have existed for Post Office to agree to write off that loss, even though the circumstances of the loss do not appear to have been recorded at the time”</i> (para 4.5);</p> <p>In relation to my request for training, Second Sight state <i>“Between the end of her training, and an Audit taking place on 14 October 2005, branch staff telephoned the NBSC helpline to request assistance with balancing on 31 occasions, so it would appear that the Applicant was struggling with her new role and the staff were unable to help her”</i>. (para 4.6);</p> <p>In relation to my complaints about the helpline, Second Sight state <i>“Also, there seems to have been little or nothing by way of emailed instructions or other communications, spelling out the steps that needed to be taken, following those calls, to avoid the recurrence of mistakes and to</i></p>

		<p><i>ensure that the branch's books were properly corrected" (para 4.8);</i></p> <p><i>In relation to training, Second Sight state "We believe that it is incumbent upon Post Office to ensure that Subpostmasters are entirely suitable and fully trained for the role, given the considerable financial responsibilities that the Subpostmasters contract places upon them and the considerable investment that most of them, like this Applicant, have made" (para 4.11);</i></p> <p><i>With regards the shortfall of £3,184.53 that was discovered at the first audit, Second Sight state "From the documents that have been provided to us, we can find nothing to suggest that any steps were taken to identify the cause of the shortfall that had been identified by this Audit, nor were the Audit findings discussed with the Applicant in order to avoid a repetition of the mistakes that had given rise to the disclosed shortfall" (para 4.21);</i></p> <p><i>In respect of me reporting staff thefts to POL, Second Sight state "we find ourselves unable to agree entirely with the conclusion that the Applicant failed to notify Post Office of her suspicions that staff were stealing from the branch, as Post Office's own records document her concerns in calls to the Helpline on a number of occasions, starting from the very beginning of her tenure. Indeed the October 2005 audit was instigated by Post Office for that very reason." (para 4.24)</i></p>
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)	<p>Yes</p> <p>Details:</p> <p>I was suspended for 4 months.</p>
5.2.	<p>If the Claimant was suspended:</p> <p>(a) Was the branch closed by the Defendant? (Yes/No, and if yes</p>	<p>(a) No</p> <p>(b) 01/01/2009</p>

	<p>give date)</p> <p>(b) Was a temporary Subpostmaster appointed by the Defendant? (Yes/No, and if yes give date)</p> <p>(c) Was the Claimant prevented from accessing records within the branch? (Yes/No, and if yes give date and brief details)</p>	<p>(c) wasn't allow to take anything</p> <p>The investigators advised me after the interview that they were going to precautionary suspend me and that a temporary SPM, Vipin Varsani, would be taking over the branch which I agreed. They would not allow me back into the Branch.</p> <p>Later during the investigation process the amount Post Office claimed I owed changed to £74,000 and then rose again to £78,000 for reasons unknown to me.</p>
5.3.	How did the Claimant's appointment end? (Terminated by Defendant / Resigned)	On 1 April 2008 my appointment was summarily terminated by way of letter with effect from 14 January 2008.
5.4.	<p>If the Claimant's appointment was terminated by Defendant, was this for a reason related to alleged shortfalls? (Yes/No)</p> <p>Was that reason stated by Post Office? (Yes/No)</p>	<p>Yes</p> <p>Yes</p>
5.5.	Did the Defendant give notice? (Yes/No, and if yes, state period of notice)	No
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)?	<p>Yes</p> <p>Details:</p> <p>After I received the letter terminating my role as SPM, I spoke with Nipi Singh, the NFSP representative. He told me that it would not look good to future employers have I had been terminated and that I should resign instead. I followed his advice.</p> <p>I sent a letter dated 7 April 2008 to Elaine Ridge tendering my resignation with immediate effect</p>
5.7.	Did the Defendant prevent or impede sale or transfer of the Claimant's	Yes:

	business? (Yes/No, and if yes give date and brief details)	Dates and brief details: We eventually sold the shop and post office on 3 March 2010 for around £65,000 when actually it was worth at least £300,000 by then but the value had depreciated so much by what had happened and we were desperate to sell. We actually still owe Natwest £1,000 on the mortgage as the proceeds did not redeem the mortgage in full.
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)	Yes/No: Yes Details: Post Office was also chasing payment of the shortfall but they were corresponding directly with our solicitors. Shortly after I was released Post Office obtained a confiscation order in relation to our flat in London. This was the 3 double bedroom flat that we had purchased in 2000 which had a balcony, 2 bathrooms. It was sold for about £100,000 and we still owe the mortgage provider £1,000. Post Office would have received no money from that sale so I do not know why they bothered to take it from us and sell it. The property was sold at auction and it would have sold for more if left to the open market. The terms of the confiscation are that if we receive any significant money such as a windfall for 6 years from the date of the order this too will be confiscated.
6.2.	If yes, what was outcome of proceedings? (Settled, Judgment for Claimant, Judgment for Defendant, currently stayed) Please give date and brief details.	Outcome: Confiscation Order in favour of the Post Office Details: See above.
6.3.	Did the Defendant pursue any criminal proceedings against the Claimant?	Yes/No: Yes Post Office commenced criminal proceedings

	(Yes/No)	<p>against me for 1 count of theft and 6 counts of false accounting. I instructed a local criminal solicitor that I had found through the local Citizens Advice Bureau called David Castle at Castle & Co Solicitors.</p> <p>The initial case was heard at Woking Magistrates Court on 19 December 2008 at which I pleaded guilty to the 6 counts of false accounting and not guilty to the single charge of theft of £74,609.84.</p> <p>The trial was listed for 29 May 2009. However, on 28 May 2009</p> <p>The proceedings were adjourned to June 2009 but we had made disclosure requests of the Post Office that they had not complied with and the trial ended up getting adjourned again and again until 11 October 2010 when it finally commenced.</p> <p>We went into court I was handed down a unanimous guilty verdict.</p> <p>I was so shocked. In fact there was total shock around the entire court room. We just couldn't believe that the jury could have found me guilty when there was no evidence that I had stolen the money. We were absolutely devastated.</p> <p>On 11 November 2010, my eldest son's 10th birthday, I attended Guildford Crown Court for sentencing. The Judge sentenced me to 15 months imprisonment. I was told that I would have to serve 7 ½ months.</p> <p>I had had pains in my stomach all that day but they got worse, I began crying uncontrollably and I had a short black out. The ushers walked me out to the side corridor but I couldn't even walk because of the sharp pains in my stomach so they were holding me up. They took me to the cells where I met with Issy and Keith my barrister who told me that I could be out in 3 ½ months. They gave me water but I was in so much pain in my stomach that they called an ambulance.</p>
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		<p>I was taken by ambulance to the Royal Surrey hospital. I was put into a bed and the Doctors checked the baby and thought there might be a problem with it. GRO</p> <p>GRO There were 3 or 4 Post Office officers supervising me and I had to be handcuffed to even go to the toilet. I spent one night in hospital and the next day the pains had calmed down a bit and I could walk again.</p> <p>The Post Office told me that they were taking me to Bronzefield Prison and that they had to handcuff me to take me. I begged them not to, I said that I was pregnant and pleaded with them not to put the handcuffs back on. They said they had to. I asked them to put my jacket over my hands so that no-one could see the handcuffs when I left the hospital as I was so embarrassed and ashamed.</p> <p>My application to be released with a tag was approved and after just under 4 months in prison I was released on 7 March 2011 when I was 6 months pregnant.</p>
6.4.	<p>If yes, specify (with dates):</p> <p>(a) charges (Theft, False Accounting, and any other charges);</p> <p>(b) outcome (guilty after contested trial, acquitted after contested trial, guilty plea, not pursued).</p>	<p>(a) 1 count of theft and 6 counts of false accounting.</p> <p>(b) guilty on all counts</p>
6.5.	Has any conviction been referred to the Criminal Case Review Commission or is the subject of any appeal? (Yes/No)	Referred to CCRC
7.	Nature of claims pursued	
<p><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></p>		
7.1.	Contract, tort & fiduciary duty	Yes

(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	Yes
(ix)	Termination	Yes
(x)	Pressure to resign	Yes
(xi)	Impeding sale / transfer	No
(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, subject to the outcome of the CCRC.
7.5.	Unjust Enrichment	Yes
8.	Nature of claims for loss	

8.1.	Repayment of alleged shortfalls (Yes/No and amount)	<p>Circa £180,000 to £190,000 plus all sums found to be repayable following disclosure and upon investigation by the court.</p> <p>Plus all sums found to be repayable following disclosure and upon investigation by the court.</p>
8.2.	Loss of investment (Yes/No, and approximate value, subject to expert evidence)	<p>Yes, I lost value in the business. We paid £180,000 for the Branch and the Costcutter. Whilst the business was worth at least £300,000 when it was sold the business in March 2010, we were only able to obtain £65,000 due to the amount it had depreciated</p>
8.3.	Loss of earnings during suspension (approximate value and brief details)	<p>Yes – 4 months x £3,300 = £26,666</p>
8.4.	Loss of earnings for failure to give notice (approximate value)	<p>No</p>
8.5.	Loss of earnings post termination (period claimed and approximate value) [If not already dealt with at 8.2 above]	<p>Yes – I would have worked for a further 21 years until retirement age. My annual income was c£60,000 which equates to £1,200,000</p>
8.6.	Stigma and/or reputational damage (Yes/No and brief details)	<p>Yes – having a criminal record</p>
8.7.	Personal Injury (Yes/No and brief details, subject to expert evidence)	<p>Other losses such as damage to reputation, stress, inconvenience to be assessed.</p>
8.8.	Losses related to bankruptcy/other insolvency procedures (Yes/No and brief details)	<p>No</p>
8.9.	Losses related to prosecution (Yes/No and brief details)	<p>Loss of property value in London – estimate that this property would have been worth around £600,000 when it was confiscated but it was sold for only £100,000.</p> <p>Inability to buy a property - £57,600 paid on rent since suspension</p> <p>My husband's business, surrey cars also</p>

		suffered as during my imprisonment I was unable to take bookings and deal with the administration of the business which I had historically done.
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** *SEEMA MISHRA*

Date: **GRO** *16th JUNE 2017*

Ref: JG/2114176/1