

AMENDED PARTICULARS OF CLAIM BY ORDER OF MASTER FONTAINE DATED

IN THE SCARBOROUGH COUNTY COURT

CLAIM NO :

BETWEEN

SSZ00651

POST OFFICE LIMITED

Claimant

and

MR LEE CASTLETON

Defendant



AMENDED STATEMENT OF CLAIM

1. From about the 18 July 2003 and 23 March 2004, the Defendant held the office of subpostmaster and in that capacity acted as the Claimant's agent in the conduct of his business, in the premises known as Marine Drive Branch, 14 South Marine Drive, Bridlington, YO15 3DB.
2. The Defendant held that office under a contract for services in the terms of the Claimant's standard subpostmasters contract.
3. The express terms of his contract for services included those contained in the standard subpostmasters contract together with the terms contained in the documents referred to in a written Acknowledgement of Appointment, namely:-
 - (a) the personal declaration signed by the Defendant
 - (b) the rules in the Claimant's Book of Rules
 - (c) the instructions contained in the Postal Instructions issued from time to time to the Defendant.
4. In particular, the contract contained express terms that:-
 - (a) the Defendant was strictly responsible for the safe custody of cash, stock of all kinds and other property of the Claimant, whether held by himself or by his assistants and was obliged to keep them in a place of security (see section 12, paragraph 5 of the standard subpostmasters contract)
 - (b) the Defendant was responsible for maintaining a standard of security sufficient to enable him to meet such obligations for the safekeeping of the Claimant's cash and stock placed in his care (see section 12, paragraph 6 of the standard subpostmasters contract)

- (c) the Defendant was responsible for, and obliged to make good without delay, all losses caused through his own negligence, carelessness or error, and also losses of any kind caused by his assistants (see section 12, paragraph 12 and section 15, paragraph 2 of the standard subpostmasters contract)
- (d) the Defendant's financial responsibility (for example, to make good losses) did not cease when he relinquished his appointment and he remains obliged to make good any losses incurred during his term of office which subsequently came to light (see section 12, paragraph 13 of the standard subpostmasters contract).
5. Pursuant to his contract and his position as the Claimant's agent, the Defendant whether by himself or his employees or agents, dealt with financial transactions between the Claimant and its customers and was obliged to keep true and accurate records of all such transactions and to account to the Claimant for all monies the subject of such transactions and to deliver up to the Claimant the proper balance from time to time resulting from such transactions.
6. Between about the 18 July 2003 and 25 March 2004 net losses amounting to the sum of £27,115.83 occurred at the said sub post office. The said net figure is made up of the following individual items:-

Date of Error	Type of Error	Charges	Allowances
25/3/04	Final cash account balance	25,758.75	
Other Errors			
17/3/04	Automated products	1,256.08	
24/3/04	Nat. Lottery game sales	176.00	
24/3/04	Lottery prize payments		75.80
Net Total		25,858.95 £27,191.63	-£75.80
Total		25,858.95 £27,115.83	

7. Such loss, and the Defendant's failure to account for it, could not have occurred without the Defendant's negligence, carelessness or error and/or the action or inaction of the Defendant's assistants.
8. Pursuant to the terms set out in Paragraph 3 and/or the duty set out in Paragraph 4 above, the Defendant is liable to pay to the Claimant the sum of £27,115.83 which remains due and owing.

9. Further, and alternatively, by failing to make good the amount of such loss, the Defendant is in breach of contract and liable to the Claimant for an equivalent sum in damages.
10. The Claimant is also entitled, pursuant to Section 69 of the County Court Act 1984, to interest on the sum claimed at the rate of 8% per annum from 18th January 2005 to the date hereof £754.38 and continuing at the daily rate of £5.94 to the date of Judgment or sooner payment.

AND THE CLAIMANT CLAIMS:

- (1) ^{25,858.85}
~~£27,115.88~~;
- (2) damages;
- (3) interest on ^{25,858.85}~~£27,115.88~~ at 8% from 18th January 2005, being ^{720.01}~~£754.38~~ to the date hereof and continuing interest at a daily rate at ^{5.69}~~£5.94~~ pursuant to Section 69 of the County Court Act 1984.

Statement of Truth

The Claimant believes that the facts stated in this Statement of Case are true.

I am duly authorised by the Claimant to sign this statement.

Full Name: MARTIN BRYAN LLOYD

Signed **GRO** Position or office held: MANAGER

Dated this 25th May 2005

Bond Pearce LLP
Ballard House
West Hoe Road
Plymouth
PL1 3AE

Ref : LRB1/348035.134

SECURITY OF CASH, STAMPS ETC.

5. The Subpostmaster is held strictly responsible for the safe custody of cash, stock of all kinds and other Post Office Counters Ltd property, papers and documents, whether held by himself or by his Assistants, and should keep them in a place of security, especially at night.
6. The Subpostmaster is responsible for maintaining a standard of security sufficient to enable him to meet the obligations laid on him by paragraph 5 for the safe keeping of Post Office Counters Ltd cash and stock placed in his care. If any circumstances arise which lead him to doubt whether he can do so he should immediately consult the Regional General Manager.
7. In deciding the standard of security which it would be reasonable to require under paragraph 6 Post Office Counters Ltd will have regard to (a) the circumstances in which the Subpostmaster was appointed, and in particular the standard of security then accepted; (b) the length of time since his appointment; and (c) any particular circumstances affecting the sub-office which appear to be relevant.
8. All vouchers for payments e.g. Postal Orders, Allowance Dockets etc., should be placed in a suitable receptacle (cardboard box or strong envelope), labelled "Paid Vouchers" and at the close of business kept separately from cash and stock in another secure place, such as a locked drawer or cupboard.
9. The Subpostmaster must be careful to keep his stocks of all kinds in such a manner that they remain in good condition. The stocks must be protected against damp and dust.
10. Datestamps used for authenticating documents (e.g. Postal Orders) or stamping correspondence must be kept in a position on the counter where they are out of reach of members of the public. When not needed for work they must be locked away.
11. Precautions should be taken to guard against the risk of fire.

LOSSES

12. The Subpostmaster is responsible for all losses caused through his own negligence, carelessness or error, and also for losses of all kinds caused by his Assistants. Deficiencies due to such losses must be made good without delay.
13. The financial responsibility of the Subpostmaster does not cease when he relinquishes his appointment and he will be required to make good any losses incurred during his term of office which may subsequently come to light.

GAINS

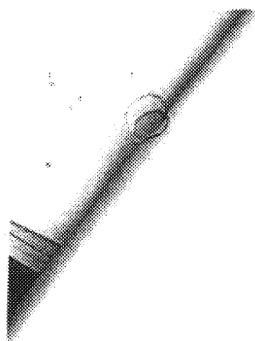
14. Surpluses may be withdrawn provided that any subsequent charge up to the amount withdrawn is made good immediately.

THEFT OR BURGLARY

15. If a theft or burglary is committed or attempted at a sub-office, whether or not official cash or stock is stolen, the facts must be reported at once to the Police and to the Regional General Manager by the person who first makes the discovery.

MISSING OR STOLEN STOCK

16. If a Subpostmaster considers that any stock items have been accidentally lost, or stolen he should make a report, in accordance with Appendix 1, as quickly as possible to the Regional General Manager.



The Subpostmaster's Contract



"an essential part of everyday life" www.postoffice.co.uk

Acknowledgement of Appointment

I accept The Appointment as Subpostmaster at:

MARINE DRIVE POST OFFICE

and agree to be bound by the terms of my contract,
and by the rules contained in the book of rules and
the instructions contained in those postal
instructions issued to me.

Date

18-07-03

Signature of Subpostmaster

GRO

Date

18/07/03

Signature of Witness

GRO

GRO

Post Office Ltd
Registered in England and Wales number: 2154540
Registered Office: 80-86 Old Street
London EC1V 9NN

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UK and other countries.

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Former Subpostmasters Accounts

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STATEMENT OF OUTSTANDING DEBT

As at: 04/01/2005 10:01

LEE CASTLETON

MARINE DRIVE

Code: 213 337

Appointed: 19/07/2003

Account closed: 25/03/2004

Reason Left: Suspension

Reg Papers:

<u>Error Date</u>	<u>Error Type</u>	<u>Charges</u>	<u>Allowances</u>
25/03/2004	Final Cash A/c balance	25,758.75	

OTHER ERRORS

17/03/2004	AUTOMATED PRODUCTS	1,256.88	
24/03/2004	NAT. LOTTERY GAME SALES	176.00	
24/03/2004	LOTTERY PRIZE PAYMENTS		75.80

Actual Balance Outstanding

<u>Due To SPMR</u>	<u>Due From SPMR</u>
	27,115.83

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- and -

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Defendant

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