

IN THE SCARBOROUGH COUNTY COURT

CLAIM NO :

BETWEEN

58Z00651

POST OFFICE LIMITED

Claimant

and

MR LEE CASTLETON



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 £27115.83 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	1,256.88	
24/3/04	Nat. Lottery game sales	176.00	
24/3/04	Lottery prize payments		75.80
Net Total		£27191.63	-£75.80
Total		£27115.83	

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 £27115.83 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) £27115.83;
- (2) damages;
- (3) interest on £27115.83 at 8% from 18th January 2005, being £754.38 to the date hereof and continuing interest at a daily rate at £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 LLOOD

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

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LEE CASTLETON

Defendant

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Tel : **GRO**