



Claim Form

In the High Court of Justice,
Queen's Bench Division

Fee Account no. PBA008715

Claim no. (The Post Office Group
Litigation) HQ17X02637

Issue date 24 July 2017

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Claimant(s) name(s) and address(es) including postcode

Kathryn Lois Aberdein and 323 others (please see attached Amended Schedule of Claimants)

SEAL

Defendant(s) name and address(es) including postcode

Post Office Limited (company number 02154540), whose registered office is at Finsbury Dials, 20 Finsbury Street, London, EC2Y 9AQ

Brief details of claim

The Claimants' claims are made pursuant to a Group Litigation Order -dated 21 March 2017 (the "GLO") made under CPR Part 19.11 for the purpose of the court managing the Post Office Group Litigation. This claim form ("the 2nd Claim Form") is issued pursuant to paragraph 12 of the GLO and is the second claim form issued to date within the Post Office Group Litigation, the first having been issued on 11 April 2016 (and Amended on 26 July 2017) ("the 1st Claim Form"). The 1st Claim Form comprised claims by 198 Claimants, and this 2nd Claim Form comprises a further 324 Claimants as listed on the attached schedule beginning from Claimant number 199 (sequential numbering from the 1st Claim Form).

The Claimants are a large group of people (and/or companies) appointed and/or engaged at various times under standard form contracts by the Defendant as Sub-Postmasters (or in some cases, as Crown Office employees) and/or to work in or operate Post Office branches, or acting in such or similar capacity, who have been subjected to unlawful treatment by the Defendant causing them significant financial losses (including loss of their business and property), bankruptcy, prosecutions, serving community or custodial sentences, distress and related ill-health, stigma and/or reputational damage.

The said standard form contracts were replete with power and discretion in the hands of the Defendant. In all the circumstances, they included an implied term of trust and confidence and/or were *relational* contracts imposing obligations of good faith on the Defendant (including duties of fair dealing and transparency, trust and confidence and co-operation). There were also implied terms, including obligations on the Defendant: not to act in an arbitrary, irrational or capricious manner in decision-making affecting the Claimants; to provide adequate training and support to the Claimants (particularly if and when it imposed new working practices or systems or required the provision of new services); properly to execute all transactions which the Claimants effected; properly to account for, record and explain all transactions and any alleged shortfalls which were attributed to the Claimants; and properly and fairly to investigate any such alleged shortfalls.

Further, by reason of the agency relationship between the Claimants and the Defendant and/or in all the circumstances (and having particular regard to the Defendant imposing and undertaking to provide the system by which transactions were effected, recorded and reconciled and the vulnerability of the Claimants to the exercise of power by the Defendant in this and other respects), the Defendant owed the Claimants a fiduciary duty properly to execute all transactions which the Claimants effected and properly to account for, record and explain all transactions and any alleged shortfalls which were attributed to the Claimants. Further or alternatively, the relationship amounted to an accounting relationship so as to give rise to such duties. The Defendant also owed the Claimants a duty of a care in tort in exercising its functions and powers within its relationship with the Claimants.

The claims herein arise following the Defendant's introduction of a new electronic point of sale system known as Horizon in or around 1999/2000 and changes (including new or changed services) introduced by the Defendant

thereafter. Horizon itself significantly changed how the Claimants were required and able to work in their branches and severely limited their ability to access, identify, obtain and reconcile transaction records and themselves investigate any alleged shortfalls. From the introduction of Horizon and throughout, the Defendant failed to provide adequate training and support to the Claimants. When financial, accounting and other alleged errors or failures arose, including or resulting in alleged shortfalls in branch accounts, the Defendant in purported exercise of its contractual and/or prosecutorial powers: did not investigate the existence and/or causes of the alleged shortfalls fairly, properly or at all; required Claimants to make good the alleged shortfalls; encouraged Claimants to sign-off cash balances without being able to satisfy themselves that they were accurate and/or exercised undue or unreasonable pressure or influence on Claimants to do so; excluded Claimants from their own branches; suspended and/or terminated their appointments and/or engagements and/or imposed undue and/or unreasonable pressure or influence upon Claimants to resign or otherwise end their contract with the Defendant; unfairly investigated the Claimants (including by preventing or impeding any or any reasonable access by the Claimants to relevant data, information and documents and/or excluding from consideration the known risk, if not likelihood, of errors in or related to the Horizon system and/or related matters set out herein); misrepresented to the Claimants the approach to and purpose of such investigations; prosecuted them for theft, false accounting and/or other criminal charges and took other measures against them including pursuing restraint orders against them (under s.41 of the Proceeds of Crime Act 2002); procured repayments and/or the settlement of claims by means of negligent misstatement and/or misrepresentation or deceit; unreasonably acted so as to prevent or inhibit Claimants from preserving, realising or recovering the value of their businesses including their capital investments and/or capital payment entitlements payable by the Defendant upon branch closures; and/or otherwise acted wholly unreasonably, oppressively and/or arbitrarily and, in any event, in breach of the Defendant's duties.

Throughout, the Defendant concealed material facts from the Claimants and thereby misled them about: the reliability of Horizon and the errors in, and generated by, Horizon; the problems encountered by other Sub-Postmasters in using Horizon (Claimants being informed that they were *the only one*); the ability of the Defendant (or its IT provider, ICL and later Fujitsu, on its behalf) remotely to access and make changes to transactions, data and/or branch accounts, without the knowledge of the Claimants; the approach to investigations and audits following identification of alleged shortfalls and the purpose for which the Defendant carried out the same; the basis upon which the Defendant chose to prosecute or refer Claimants for prosecution and/or to take related steps above; and/or the extent to which the Defendant had discharged its duties set out above in the exercise of all its aforesaid powers and discretions. Further or alternatively, the Defendant deliberately committed breach(es) of duty in circumstances in which the same was unlikely to be discovered for some time by the Claimants and thereby deliberately concealed the facts involved in that breach of duty.

By reason of the Defendant's said conduct, the Defendant is liable to the Claimants for: breach of express and/or implied contractual terms; breach of duties of care in tort; breach of fiduciary duty; unjust enrichment; harassment under the Protection from Harassment Act 1997; negligent misstatement; misrepresentation; deceit; ~~unlawful means conspiracy; malicious prosecution. misfeasance in public office;~~ By reason of the Defendant's conduct in relation to the prosecution or referral for prosecution of Claimants, the Defendant is liable for **breach of the Claimants' rights under Articles 6 and 8 ECHR and/or Article 1 of the First Protocol contrary to section 6(1) of the Human Rights Act 1998; and/or procuring a breach of their common law fair trial rights and/or rights under Article 6 and 8 ECHR and/or Article 1 of the First Protocol as aforesaid.**

The Claimants seek by way of relief:

- (1) Declaratory relief as to terms and/or nature of the legal relationship between the Claimants and the Defendant;
- (2) Damages for the unlawful acts set out above;
- (3) Aggravated and/or exemplary damages;
- (4) Restitution and/or payment of money had and received (in each case, including compound interest thereon);
- (5) Orders for the taking of accounts and payment of sums found due on the taking of such accounts;
- (6) Damages or other relief under Section 8 of the Human Rights Act 1998;
- (7) Rescission and/or damages and/or declaratory relief as to settlement agreements and/or any repayments of shortfalls and/or agreements to repay the same;
- (8) Further or other relief as the Court may think fit;
- (9) Interest;
- (10) Costs.

Value

The Claimants expect to recover more than £200,000

Amended by Freeths LLP (Solicitors for the Claimants) on 27 October 2017-08 November 2017, pursuant to paragraph 22 of the Court's Order dated 19 October 2017 the parties' agreement.

You must indicate your preferred County Court Hearing Centre for hearings here (*see notes for guidance*)

High Court, Queen's Bench Division — Royal Courts of Justice, Strand, London

Defendant's name
and address for
service including
postcode

**Post Office Limited c/o Bond
Dickinson LLP**

Oceana House
39-49 Commercial Road
Southampton
SO151GA

	£
Amount claimed	To be confirmed
Court fee	£10,000
Legal representative's costs	To be assessed
Total amount	To be assessed

Claim No.

HQ17X02637

Does, or will, your claim include any issues under the Human Rights Act 1998?

☒ Yes

☐ No

Particulars of Claim attached (Generic)

Statement of Truth

*(I believe)(The Claimant believes) that the facts stated in these particulars of claim are true.

* I am duly authorised by the claimant to sign this statement

Full name : JAMES HARTLEY

Name of claimant's legal representative's firm: FREETHS LLP

GRO

Position or office held: PARTNER

(if signing on behalf of firm or company)

Claimants' legal representative

**delete as appropriate*

Freeths LLP

1 Vine Street
London
W1J 0AH

Tel.

GRO

Fax.

Ref: JXH/VN/1684/2113618/1

Claimant's or claimant's legal representative's address to
which documents or payments should be sent if different
from overleaf including (if appropriate) details of DX, fax
or e-mail.