



Neutral Citation Number: [2019] EWHC 259 (QB)

Case No: HQ14X01432

IN THE HIGH COURT OF JUSTICE
UPPER TRIBUNAL

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 14/02/2019

Before :

MR JUSTICE JULIAN KNOWLES

Between :

AAA
- and -
A CHIEF CONSTABLE

Claimant

Defendant

The Claimant appeared in person
Mr W (instructed by Force Solicitor) for the Defendant

Hearing dates: 22-25 October 2018

OPEN JUDGMENT

The Honourable Mr Justice Julian Knowles :

Introduction

1. This is my open judgment which is for publication. For reasons which will become apparent an order has been made protecting the identity of the parties and others and the trial was heard *in camera*. There is also a closed judgment that is confidential to the parties which cannot be published.
2. This is a contractual claim for damages by AAA against the Chief Constable. The background is as follows. For a short time in 2XXX AAA was a confidential human intelligence source ('CHIS') for the Chief Constable's police force ('the Force'). In April of year 2XXX AAA entered the Force's witness protection program ('WPP') because of real and genuine threats to his life from known criminals. He remains in the WPP. He claims damages from the Chief Constable for what he says has been the failure by the Chief Constable to pay him what was agreed between them under alleged contractual arrangements, and for other losses.

Hearing in private

3. Following submissions, at the outset of the hearing I ordered that the trial should be heard in private pursuant to CPR r 39(3). I said that I would keep the matter under review and would sit in open court if I was able to do so for any part of the trial. In the event, because of the subject matter of the trial, that was not possible. I said I would give reasons in my judgment for sitting in private, and this I now do.
4. On behalf of the Chief Constable Mr W submitted that the trial should be heard in private. He said that it was common ground between the parties that AAA remains at risk of serious harm from a man who I will refer to as X. As Foskett J recorded following a directions hearing on 11 April 2016:

"It is common ground between the parties to the case that any revelation of the details of the case or of the identity of the individuals concerned in it could have grave implications for the safety of those individuals, including the Claimant."

5. X is a well-known criminal in XXX of England and is the person in relation to whom AAA was a CHIS. The Chief Constable believes that X and his associates are capable of inflicting serious harm or death on X, and indeed part of the evidence at the trial was of an *Osman* warning which the Force gave to AAA in 2XXX because of the risk posed by X. That is the reason why AAA remains in the Force's WPP in 2018.
6. Mr W submitted that if the case were to be heard in open court then the press would be likely to report it. He said if that occurred there could be a number of extremely serious consequences. He said that even if the press only reported, for example, that a former CHIS who went into hiding in 2XXX following threats from a notorious criminal was suing the Chief Constable in the High Court in a five day hearing, then X would readily be able to identify AAA as the Claimant and would know where he could be found during that five day period. Because AAA is in the WPP, the Chief Constable owes him a duty of care in relation to his safety. The Chief Constable's position is that if the trial were reported even in a limited way he would not sanction AAA's continued

attendance at the trial because he would be at risk. Nor would he sanction his officers' attendance (to whom he also owes a duty of care) because they would also be at risk. Further, for them even to be seen in the vicinity of the court would jeopardise their continued deployment as officers involved with CHISs. Also, if AAA's identity were compromised in any way then the Chief Constable would likely insist on AAA assuming a new identity which would be disruptive and damaging for him. In all likelihood, it would require AAA to be relocated and a new set of police officer handlers to be appointed.

7. Whilst accepting that the deployment of CHISs, the use of undercover officers, and the workings of WPPs are all matters of public interest, Mr W said that the subject matter of this claim did not go beyond a private law contractual claim for damages and that there was nothing specific about this case which engages the public interest. Mr W accepted the principle of open justice and accepted that derogations from it have to be strictly justified. However, he said that the unusual facts of this case, and the very real risks to AAA and to the Force's officers, justified sitting in private. A witness statement from Mr XXX, a Force Solicitor, explains that screens would not provide sufficient protection because individuals could be readily identified from their voices. Mr W said that open justice could be served by the production of a suitably sanitised judgment that could be published.
8. This litigation has something of a history, and at earlier points AAA agreed that the trial would have to take place in private. However, before me he said that he had changed his mind and that he wanted a trial in open court. He said he wanted the public to know how he had been treated by the Chief Constable. He also said that at an earlier criminal trial in which he was a defendant (and was tried under his real name) his role as an informer had been revealed in open court. I expressed surprise at that submission, and Mr W was able to show by reference to Mr XXX's statement that whilst AAA's status as a CHIS had featured in the criminal trial, the court sat *in camera* whilst that evidence was given, or was referred to in submissions. Nothing had been said in public about AAA being a CHIS, and AAA's identity or status as a CHIS had not been compromised by the criminal trial.
9. I also heard submissions from Mr Sam Tobin of the Press Association, on behalf of the press. He submitted that because this case involved a claim for damages which would be paid out of public funds, there was a legitimate public interest in the claim which meant that the trial should be heard in public.
10. I begin by reminding myself that the openness of judicial proceedings is a constitutional principle long recognised by the common law: *R (Guardian News and Media Ltd) v. City of Westminster Magistrates' Court (Article 19 intervening); Guardian News and Media Ltd v. Government of the United States of America* [2013] QB 618. It is also a fundamental principle enshrined in Article 6(1) of the European Convention on Human Rights, which protects individuals from secret justice administered without public control and constitutes a means of preserving confidence in the courts. Making the administration of justice transparent helps to achieve the aim of Article 6(1), namely a fair trial, the guarantee of which is one of the most fundamental principles of a democratic society: *Stefanelli v San Marino* (2001) 33 EHRR 16. Given that open justice is fundamental to the rule of law and to democratic accountability, it must only be departed from where a very clear case is made out that to do so is strictly necessary for justice to be done: *Re Guardian News and Media Ltd* [2016] 1 Cr App R 33.

11. CPR r 39.2(1) provides that the general rule is that a hearing is to be in public. CPR r 39.3 provides that a hearing or any part of it may be in private if:
- “(a) publicity would defeat the object of the hearing;
 - (b) it involves matters relating to national security;
 - (c) it involves confidential information (including information relating to personal financial matters) and publicity would damage that confidentiality;
 - (d) a private hearing is necessary to protect the interests of any child or protected party;
 - (e) it is a hearing of an application made without notice and it would be unjust to any respondent for there to be a public hearing;
 - (f) it involves uncontentious matters arising in the administration of trusts or in the administration of a deceased person’s estate; or
 - (g) the court considers this to be necessary, in the interests of justice.”
12. Having scrutinised them closely and applied the ‘strict necessity’ test, I was wholly satisfied for the reasons advanced by Mr W on behalf of the Chief Constable that it was necessary in order not to defeat the object of the hearing, and that it was necessary in the interests of justice, for the trial to be heard in private. It would have been impossible to have held the trial in public because that would have resulted in neither AAA nor the Chief Constable’s officers being able to give evidence, as I have explained. That would have defeated the ends of justice. Also, as a public authority, I have duties under the Human Rights Act 1998 and Article 2 of the Convention, and I was satisfied on the evidence that there would be real risks to the life of AAA and the Chief Constable’s officers had this trial been held in public.
13. It was for these reasons that I ordered that the trial should be held in private. As I have said, I kept the matter under constant review during the hearing but, in the event, it was not possible to hold any of the trial in open court because of the nature of the evidence. I have ensured that the principle of open justice is maintained as far as it can be by producing this open judgment.
14. Although a decision whether to sit in private is always fact sensitive, I note that the course I decided to take in this case (ie, a trial in private with a closed judgment and a sanitised open judgment) was the course commended by the Court of Appeal in *An Informer v A Chief Constable* [2013] QB 579, [2], which was a contractual and tortious claim for damages by an informer against a Chief Constable:
- “The informer’s claim for damages against the police was dismissed by Wyn Williams J after a trial of issues of liability for breach of contract, negligence and misfeasance in public

office. The appeal is against the dismissal of his claims for breach of contract and negligence but not against the dismissal of his claim for misfeasance in public office. The trial was conducted entirely in private, and the judge's reserved judgment of 145 paragraphs has not been published. The appeal was also conducted in private, because it was apparent that it would inevitably involve reference to matters which could not be referred to publicly without risk to the appellant, and it would not have been practical to try to divide the hearing into parts. It is understandable that there has not been any published version of the judgment since it is under appeal. However, as a general principle it is highly undesirable for there not to be a published judgment, with sensitive details omitted as may be necessary. Open justice is one of the characteristics of the rule of law. In this case there is the added ingredient of a novel question of law to be decided, which is not a private matter. Since there is no appeal against any finding of fact by the judge in his full and detailed judgment, it will be sufficient for present purposes to provide a summary of the facts which omits all reference to times and places or to the true identities of the people concerned.”

The pleaded cases

15. It was common ground between the parties that AAA acted as a CHIS in 2XXX, and that in April 2XXX he entered the Force's WPP as a result of intelligence showing that there was a real threat to his life. This resulted in him having to assume a new identity and be relocated to a different part of the country. It is right to record that Mr W emphasised on behalf of the Chief Constable that although his position was that AAA's claim should fail as a matter of law, the Chief Constable was sympathetic to the position that AAA is now in. Mr W said that the Chief Constable wanted expressly to acknowledge that AAA had paid a heavy price for his involvement with X.

The Claimant's case

16. AAA represented himself before me. He suffers from a number of mental health issues and other medical conditions, and the subject matter of the trial was, on occasion, obviously difficult for him. Nonetheless, he conducted himself before me courteously and with restraint and I am extremely grateful to him for the manner in which he presented his case, despite the difficulties he faced.

(i) Particulars of Claim, September 2XXX

17. The Claim Form in this case was issued in March 2XXX. The Particulars of Claim were served in September 2XXX. At that stage, AAA was represented by a firm of solicitors and the statement of truth was signed by his solicitor. Hence, by CPR PD 22, [3.8]:

“3.8 Where a legal representative has signed a statement of truth, his signature will be taken by the court as his statement:

(1) that the client on whose behalf he has signed had authorised him to do so,

(2) that before signing he had explained to the client that in signing the statement of truth he would be confirming the client's belief that the facts stated in the document were true, and

(3) that before signing he had informed the client of the possible consequences to the client if it should subsequently appear that the client did not have an honest belief in the truth of those facts (see rule 32.14).”

18. AAA's case as pleaded in the PoC can be summarised as follows. It was alleged that the officers concerned were acting under the Chief Constable's direction and control in the performance, or purported performance, of their police functions with authority to enter into contracts on his behalf.
19. In or about October 2XXX, AAA agreed with the Chief Constable that in return for co-operating with the police for the purposes of a criminal investigation in respect of serious organised crime that he would be placed in the Force's witness WPP. If necessary, AAA would give evidence.
20. This agreement followed negotiations between the Force and AAA over several months beforehand in which the Chief Constable through his officers made it very clear that they very much wanted, and needed, AAA's assistance.
21. In particular, as part of these discussions the following specific terms were incorporated as terms of the contract;
 - a. That while AAA would not benefit financially from entering into the WPP, he would be placed as closely as possible into the position he would have been in had he not have entered into the contract and been placed in the WPP.
 - b. That the Chief Constable would use his best endeavours to obtain employment for AAA.
 - c. Further, it was specifically known by the Chief Constable that AAA owned a specified property in a part of England, and the Chief Constable agreed to meet the mortgage payments on that property whilst AAA was in the WPP.
22. Up until the time when AAA could return to work, the following detailed provisions were agreed between the parties as part of (a) in the paragraph above:
 - a. The Chief Constable would pay for AAA's rental accommodation and utility bills for that accommodation.
 - b. The Chief Constable would pay £608 per month to AAA by way of subsistence payments.
 - c. The Chief Constable would provide a vehicle for AAA and ensure that it was fully insured and maintained.

- d. The Chief Constable would provide the costs of psychological counselling and for the costs of travel to these appointments.
 - e. The Chief Constable would provide financial assistance for welfare visits between AAA and his family.
23. On or about the 25 October 2XXX, the Chief Constable drafted a Memorandum of Understanding for AAA to sign. He was not provided with any independent legal advice before being asked to sign. Further, at the time of being asked to sign, AAA was under a disability in that he was suffering from psychological injury caused by an accident which he was involved in December 2XXXX.
24. The PoC then said that, for the avoidance of any doubt, nothing within the Memorandum of Understanding altered the case as set out on behalf of AAA in the PoC.
25. The PoC pleaded that in breach of the said contract, on or about 1 July 2XXX, the Chief Constable unilaterally changed the basis upon which he made payments to AAA from that which is set out in [21(a)] above, to a position that caused AAA to be paid at the level of state benefits.
26. Further, in breach of the said contract AAA alleged that:
- a. The Chief Constable failed to use his best endeavours to assist AAA to obtain employment.
 - b. The Chief Constable failed to make the payments on AAA's property causing it to be repossessed.
27. Also, the PoC pleaded that at all material times the Chief Constable was fully aware of AAA's vulnerable nature and the distress he would suffer should the Chief Constable carry out his side of the agreement.
28. The PoC claimed the following particulars of damage (which were qualified by the statement that AAA had just been released from inpatient psychiatric treatment and so might need to be amended):
- a. The average monthly payment during the time the Chief Constable met his obligations was approximately £1775. This figure is based upon the time period from 13 April 2XXX to 14 August 2XXX.
 - b. After 1 July 2XXX the payments received by AAA amounted to £372 with the Chief Constable paying £86.66 and the remainder coming from state benefits.
 - c. For the 14 months from the date of the losses arising (July 2XXX) and the date of the PoC (September 2XXX) the rate of loss was £1403 per month, amounting to £19 642.
 - d. Loss of equity of £50 000 in AAA's property.
29. AAA also sought unquantified damages for psychiatric injury.

30. AAA sought various forms of relief including specific performance; damages; and interest.
31. Following service of the PoC the Chief Constable sought further information pursuant to CPR Part 18, which AAA provided. A Defence was served by the Chief Constable in October 2XXX which I will deal with later in this judgment.

(ii) Amended Particulars of Claim, October 2XXX

32. About two years after the original claim AAA served Amended PoC. These were settled by experienced counsel and were again verified by a statement of truth from AAA's solicitor (the same person who signed the PoC). AAA's case in this document was markedly different in material respects from that set out in the PoC and can be summarised as follows.
33. In Spring 2XXX two of the Chief Constable's officers, one of them called D, arrived at AAA's home and told him that his life was in danger because X was threatening to murder him. The police officers wanted X to assist them in prosecuting X in respect of a number of criminal offences. AAA refused but they left a phone number for him to ring if he changed his mind.
34. Shortly afterwards, D and the other officer again visited AAA and tried to persuade him to help them, telling him that he was about to be murdered by X. AAA again told them he would not assist.
35. Sometime after an incident occurred which caused AAA to believe X had tried to kill him. Shortly after AAA phoned the police on the number he had been given and D arranged a meeting to introduce him to officers from the Force's Dedicated Source Unit.
36. That meeting took place shortly afterwards at a public house near AAA's home where D introduced AAA to two officers from the Dedicated Source Unit who handled CHISs and who were known as A and J.
37. A few days after this, a further meeting took place between AAA, A and J. At that meeting AAA was introduced to an officer called N, who was the Chief Constable's CHIS Controller. N discussed with AAA the options available to him, namely disappearing from the area where he lived, making a witness statement against X and his whole criminal enterprise, and reporting as an informant. AAA said he did not want to make a witness statement and would not be a witness against X, but said that he would agree to report as an informant on condition that:
 - a. He was fully protected and would be looked after if his position was compromised, and that he would not be worse off as a result.
 - b. The Chief Constable bugged his house and garden (as a form of safety monitoring).
 - c. His name would never appear on a piece of paper or computer.
38. N, on behalf of the Chief Constable, told AAA that if he agreed to act as an informant and not tell anyone, including his wife or any other police officer, that he was doing so, which AAA agreed to do, then:

- a. The Chief Constable would place surveillance equipment throughout his house and garden and ensure his name did not appear anywhere.
 - b. If AAA's position were compromised in any way, he and his next of kin would be moved from the area where they lived and given new identities, ie, moved into the WPP.
 - c. While AAA would not benefit financially from entering into the WPP, he would be placed as closely as possible into the position he would have been in had he not have entered into the agreement and been placed in the WPP.
 - d. The Chief Constable would use his best endeavours to obtain employment for AAA.
 - e. The Chief Constable would meet the mortgage payments on the property owned by AAA, whilst AAA was in the WPP.
39. AAA agreed to act as an informant on those terms.
40. The Amended PoC then went on to aver that up until the time of this agreement, and as was known by the Chief Constable, AAA had had a very consistent work record and had never been in receipt of state benefits.
41. In the weeks following the meeting, numerous meetings took place between AAA, A and J, and on some occasions N (including one meeting at a specified place) at which AAA disclosed information to the police about X and his criminal associates. AAA also spoke to A or J on the telephone on numerous occasions. AAA was formally registered as a CHIS in or about the middle of 2XXX. The pleading said that AAA was unable to give further details of these meetings and phone conversations until after the Chief Constable had provided full disclosure.
42. About one month later AAA received a phone call from an associate of X. Information and instructions were passed by this associate to AAA. AAA immediately reported this information to A and/or J, who told him they would contact N to find out what the position was. A short time afterwards AAA was arrested by police officers and his house was searched.
43. The Amended PoC averred that by reason of the matters set out in [42] above, and the fact that:
- a. the officers carrying out the operation into the criminal activities of X and his associates had learnt that AAA was an informant;
 - b. AAA's position was gravely compromised and in early 2XXX he and his next of kin were forced to leave their home, move to a different area and join the Force's WPP.
44. Pursuant to and in performance of the pleaded agreement, at a meeting between AAA and Sergeant W, one of the Chief Constable's officers, at or about the end of April 2XXX, Sergeant W told AAA, and AAA agreed, that up until the time when AAA could return to work:

- a. The Chief Constable would pay for AAA's rental accommodation and utility bills for that accommodation.
 - b. The Chief Constable would pay £608 per month to AAA by way of subsistence payments.
 - c. The Chief Constable would provide a vehicle for AAA and ensure that it was fully insured and maintained.
 - d. The Chief Constable would provide the costs of psychological counselling and for the costs of travel to these appointments.
 - e. The Chief Constable would provide financial assistance for welfare visits between AAA and his family.
45. Pursuant to this agreement with Sergeant W, the Chief Constable commenced making these payments to AAA in or about April 2XXX.
46. On or about the 25 October 2XXX, the Defendant drafted a Memorandum of Understanding for AAA to sign. AAA was not provided with any independent legal advice before being asked to sign. Further at the said time of being asked to sign, AAA was acting under a disability in that he was suffering from psychological injuries as a result of an accident in 2XXX.
47. The Amended PoC averred that nothing within the Memorandum of Understanding altered the case as set out on behalf of AAA in the Amended PoC.
48. In breach of the said contract, on or about July 2XXX, the Chief Constable unilaterally changed the basis upon which he made payments to AAA from that which is set out in [38] and [44] above, to a position that caused AAA to be paid monies at the level of state benefits.
49. Further, in breach of contract, the Chief Constable failed to use his best endeavours to assist AAA to obtain employment.
50. Further, in breach of contract, the Chief Constable failed to make any payments on the property, causing the property to be repossessed.
51. Further, at all material times the Chief Constable was fully aware of AAA's vulnerable status and the distress that he would suffer should the Chief Constable not carry out his side of the agreement.
52. The Provisional Particulars of Loss pleaded in the Amended PoC were as follows. At the time of drafting the Amended PoC AAA had just been released from psychiatric inpatient treatment. Further time to provide the Particulars had not been agreed and AAA reserved the right to update the following figures in due course:
- a. The average monthly payment during the time the Chief Constable met his obligations was approximately £1775. This figure is based upon the time period from 13 April 2XXX to 14 August 2XXX.

- b. After July 2XXX the payments received by AAA amounted to approximately £372, with the Chief Constable making a payment of £86.66 per month and causing state benefits to pay the remainder of the monthly sum.
 - c. The monthly loss is therefore £1403.
 - d. For the 40 months between the date of losses arising and the date of this document the Amended PoC the total loss which is ongoing at the rate of £1403 per month £56120
 - e. Loss of equity in the property limited to £50000.
53. AAA also sought unquantified damages for emotional distress.
54. Given the differences between the AAA's case as pleaded in the PoC and the Amended PoC, and given that he was now unrepresented, I asked AAA at the outset of the trial which version of the PoC he wished me to take as setting out his case, and he replied that the Amended PoC set out his case. In fact, when AAA came to give evidence his case developed and changed further, as I shall describe later in this judgment.
55. In February 2XXX AAA served a schedule of loss claiming lost earnings of £65 000 *per annum* since 2XXX.
56. In April 2XXX AAA applied to re-amend his Particulars of Claim *inter alia* to add a claim for misfeasance in public office based on the allegation that the Chief Constable's officers leaked his status as a CHIS to X. Around that time a two- week trial window was vacated upon AAA's solicitors withdrawing from case. According to documents that are in the bundles, that was because in their view the merits of the claim no longer justified the grant of public funding. Of course, that is a matter which I have left entirely out of account in drafting this judgment. I have evaluated the evidence and submissions for myself in reaching my conclusion.
57. In September 2XXX AAA was refused leave to re-amend his Particulars of Claim by Jeremy Baker J. In January 2018 I also refused AAA leave to re-amend the Particulars of Claim.

The Chief Constable's case

(i) Defence, December 2XXX

58. The Chief Constable's Defence (settled by Mr W) that was served in response to the PoC in December 2XXX can be summarised as follows.
59. AAA's claim as summarised at [19] – [29] above was denied. The Chief Constable's pleaded alternative version of what passed between AAA and his officers was as follows.
60. In about spring 2XXX AAA approached police officers. He explained that he was an associate of X. He stated that he and X had fallen out, that he was frightened of X and wished to provide the police with intelligence into X's illegal activities. Following further discussions the officers accepted this offer of assistance and AAA became a registered CHIS in June 2XXX. It was emphasised to AAA that by becoming a CHIS

he did not acquire any immunity in respect of his own criminal activities. He was given general assurances that the police would have regard to his personal safety and welfare and would protect, as far as practicable, his identity.

61. In the period immediately following this arrangement AAA supplied some useful information into the criminal activities of X.
62. In mid 2XXX a police investigation (I interpolate, by different officers from the Force to those involved in handling AAA as a CHIS) led to the arrest of X, AAA and various associates in relation to criminal offences. As a consequence, AAA was deregistered as a CHIS in August 2XXX on the advice of the Crown Prosecution Service.
63. In spring 2XXX AAA reported to the police that he had been accused by X of being an informant and that a threat had been made upon his life. AAA made a witness statement in respect of these matters and it was agreed that consideration would be given to him being placed in the WPP, and support, protection and assistance was provided by police officers on a temporary emergency basis.
64. Further investigations and negotiations were carried out, and in October 2XXX it was agreed that AAA would be placed in the WPP. A written agreement (entitled 'Memorandum of Understanding' ('MoU')) was entered into dated 25 October 2XXX and signed by AAA and DC W on behalf of the Chief Constable. The redacted MoU is as follows:

“MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CHIEF CONSTABLE OF

[.....]

AND

[.....]

I [.....] hereby acknowledge the following.
I have been informed that until now the protection provided to me has been on a non-statutory basis.

The circumstances of my case have been considered and I have now been granted protected status under the provisions of:
SECTION 82(1) OF THE SERIOUS ORGANISED CRIME
AND POLICE ACT 2005.

I acknowledge that I have been advised that having been granted protected status I will be subject to other provisions within the Act, which could render me liable for disclosing information relating to the provision of my protected status. These provisions have been explained to me, which I fully understand and accept.

This document is a Memorandum of Understanding and contains the entire agreement between myself and [.....] Police in relation to my acceptance and participation within the [.....] Witness Protection Scheme.

GENERAL CONDITIONS

I agree to comply with both the criminal and civil law and fully understand that if I commit any offence the normal procedure of law will apply.

I will continue to co-operate with the Police and give evidence if necessary for which I am a witness.

I agree that I will never tell anyone that I have been given protection or assistance. I will not knowingly reveal to any person, including family and friends, any information, which could lead to the disclosure of my new address or reveal any information about the way in which the Witness Protection Scheme operates or about any member of staff who is or has been involved in the scheme.

I understand that I will not gain any financial advantage or reward by being included in the Witness Protection Scheme and that I will endeavour to support myself and arrange my financial and legal affairs so as to minimise the need for financial assistance from the Unit.

[.....]

1. [.....] Police will assist you, by providing temporary accommodation away from the Force area and will meet all rental and utility costs for that accommodation.
2. A subsistence payment of £20.00 per day will be made to you, together with an additional £20 per week for the provision of a mobile telephone top up card
3. Your private and personal mail will be redirected. Your Liaison Officers will collect your mail and with your consent will open any mail and assist you dealing with any matters arising You will be made fully aware of any correspondence addressed to you.
4. [.....] Police will provide you with a vehicle for your personal use and ensure the vehicle is fully insured and maintained. You will be given a fuel allowance of £20 per week.

5. [.....] Police will provide as previously discussed, psychological counselling on a regular basis and meet all costs in relation to this agreed counselling together with travelling costs to and from appointments.
6. [.....] Police will purchase and provide household goods for your property, but will not be responsible for loss, damage or destruction of these goods, however caused. Replacement of any such items will be your sole responsibility.
7. [.....] Police will provide assistance in ensuring you are able to meet all medical appointments necessary in the on-going treatment for your injuries sustained in an accident
8. [.....] Police will as discussed offer support and financial assistance for you to have welfare visits with your children. These visits will be subject to operational availability of your Liaison Officers and the implementation of the necessary safety and security arrangements.

This is not an exhaustive list, however all the above arrangements will continue until the outcome of the investigation for which you are involved is known.

At this time your position will be reviewed.

If you wish to get divorced, married or co-habit you MUST inform your Liaison Officers.

You MUST NOT at any time return to the area from which you left (.....) or any other area considered to be unsafe by yourself or your Liaison Officers unless arrangements have been made for your safety and security.

The Witness Protection programme (sic) will provide you with support. The level of support will be reviewed and is subject to the threat against you.

Financial support will be reviewed on a regular basis and provided only when justifiable, reasonable and proportionate to your individual circumstances.

I shall not knowingly act in a manner which will put my safety or the safety of my family at risk, or act in such a way whereby it becomes impossible for [.....] Police to provide reasonable safeguards for my safety.

I shall not knowingly act in any manner, which puts the safety of any Police Officer at risk.

I understand that if I behave in such a way, which puts me or my family or any Police Officer at risk, or where there is evidence of abuse of the scheme or where there is failure to fulfil an obligation, consideration will be given to excluding me from the scheme. I further understand that, prior to exclusion, I will be informed personally, if practicable, and in writing that this course of action is being considered and I will be afforded the opportunity of making representations as to why I should remain on the scheme. The decision to exclude me must be approved by the Assistant Chief Constable, Operational Policing, who may delegate this responsibility to the Director of Intelligence.

Signed: [AAA] Dated 25 Oct 2XXX

Witness: PC [.....] Dated 25 Oct 2XXX”

65. The Defence then averred that at all material times the Chief Constable fully complied with the terms of the MoU and voluntarily provided additional assistance.
66. During the course of this agreement AAA was prosecuted for offences committed with X. AAA offered to give evidence against X. AAA was convicted following trial of various offences. In late 2XXX AAA was sentenced to a period of imprisonment in respect of his involvement in the offences. X was convicted at a separate hearing and sentenced to a period of imprisonment.
67. Following further discussions and negotiations, in 2XXX (whilst AAA was in custody) he agreed with the Chief Constable amendments to the October 2XXX MoU, and these were set out in a document of that date which was signed by AAA and DC W on behalf of the Chief Constable.
68. This MoU contained a number of clauses (eg, in relation to non-disclosure and the consequences for AAA were he to breach the agreement) that were identical to those in the October 2XXX MoU, however the November version was updated to reflect the fact that AAA had been convicted. For present purposes, the following clauses are relevant:
 - a. The MoU stated that AAA understood that he will not gain any financial advantage or reward by being included in the Witness Protection Scheme and that he would endeavour to support himself and arrange his financial and legal affairs so as to minimise the need for financial assistance from the Unit.
 - b. Following his release (the earliest date of which was in 2XXX, although he could be eligible for Home Detention Curfew (HDC) at any time after 2XXX, he would be provided with suitable furnished accommodation in his temporary relocation area. Whilst on HDC (if granted) AAA would be known by his birth name, which was the name he was convicted in.

- c. AAA's initial utility bills would be met by the Force, and thereafter would be his responsibility.
 - d. The Force would provide AAA with a weekly payment equivalent to his state benefits entitlement. This entitlement would cease at the end of his HDC, at which point he would be eligible to claim benefits in his new given identity.
 - e. During his HDC the Police would provide him with £10 per week to assist with mobile phone costs.
 - f. At the conclusion of his HDC AAA would be assisted to return to his previous relocation area or another suitable area.
69. Again, the Chief Constable averred that he complied with the terms of the later MoU.
70. The Chief Constable specifically denied that at any time any officer agreed, whether as part of a contract or otherwise, that AAA would be placed as closely as possible into the position he would have been in had he not acted as a CHIS, or that the police would use their best endeavours to obtain employment for him or that his mortgage payments would be met.
71. The Defence went on to plead that whilst causation of AAA's alleged injury and losses were denied, and without assuming any burden in respect of the same, the Chief Constable's case was that, in so far as AAA were to establish any diminution in his post-2XXX earnings, the causes of the same were his bankruptcy, his own criminal actions, his accident and the effects thereof upon his mental health, his conviction for offences of dishonesty and his prison sentence. The Defence pleaded that none these were the responsibility of the Chief Constable's officers, still less was it their contractual duty to indemnify AAA in respect of the inevitable consequences thereof.
72. The Chief Constable also pleaded that at the time of his initial involvement with the police, AAA was maintaining a lifestyle beyond his legitimate means of support and was subsequently convicted of various offences of dishonesty. It would be contrary to public policy for the police to be found to have accepted a contractual obligation to maintain AAA in a criminal lifestyle. Further, any term to the effect that the police would place him in the position he was before they became involved with him would be void for uncertainty as he had no documented source of legitimate income and during his detailed discussions with DC W he disclosed that he had no documented income.
73. The Chief Constable therefore denied the claim.

(ii) Amended Defence, January 2XXX

74. Following the service of the Amended Particulars of Claim by AAA, in January 2XXX the Chief Constable served an Amended Defence (again settled by Mr W). This can be summarised as follows.
75. AAA's claim in the Amended PoC as summarised at [33] – [53] above was denied.
76. The Chief Constable maintained the defence as set out at [60] - [71], subject to the following:

- a. It was no longer maintained that AAA had offered to give evidence against X.
 - b. The matters set out in [33] and [36] were admitted, save that the police officers did not want, or expect, AAA to assist in prosecuting X, but rather were seeking information from him about the activities of X and other local criminals. The Amended Defence said that, save that it was admitted that on the occasions referred to in [33] DXXX and another officer visited AAA and gave him an *Osman* warning, [34] was denied. The allegation referred to in [35] was not admitted, but the subsequent phone call was admitted.
 - c. The account in [37] of the meeting was admitted, but sub-paragraphs [37(a)-(c)] were denied.
 - d. AAA's account as set out at [38] was denied. AAA was adamant that he did not want to receive any financial inducement or reward for agreeing to provide information. The Amended Defence stated that it might have been the case that equipment was installed at AAA's house because of previous incident, and that AAA may have been given general and non-specific assurances that the Chief Constable would endeavour to provide assistance to AAA if his status as an informant became known.
77. Save as was set out subsequently in the Amended Defence, AAA's claim as set out above in [38] was denied in its entirety. AAA was adamant that he did not want to receive any financial inducement or reward for agreeing to provide information. It may be that because of the incidents referred to, local crime preventions officers installed an alarm and/or a CCTV camera at AAA's home. At some stage general and non-specific assurances were given to the effect that the Chief Constable would endeavour to provide assistance to AAA if his status as an informant became known.
78. Paragraph 41 above was admitted.
79. The first two sentences of [42] were not admitted. The third and fourth sentences of this paragraph were admitted. The balance of this paragraph was not admitted, however it was denied that the CS gas spray was supplied to AAA by the Chief Constable's officers.
80. Paragraph 43 was denied and the Chief Constable specifically denied that any police officer was in the pay of and/or leaking information to X. AAA's arrest investigation for dishonesty offences caused him to be deregistered as a CHIS. AAA subsequently reported that X had threatened to kill him unless he paid a specified sum of money within one day and it was this threat which led AAA to approach the officers and to him joining the WPP. No member of AAA's family entered the WPP.
81. Accordingly, for these reasons, the Chief Constable denied the claim as set out in the Amended PoC.

The evidence

The Claimant's evidence

82. As I have said, AAA represented himself before me. He opened his case at some length and I permitted him to adopt this opening as part of his evidence in chief.
83. After a brave and honourable career in the Armed Forces, in 1XXX AAA was discharged and went to work in an industry. His mother had had a career in the same industry.
84. He became financially involved with X. He said that he knew X had been in prison but he described him as a 'gentleman'. He was forced by threats to work for X for a number of years against his will.
85. When he was able to extricate himself from X he set up a number of successful businesses.
86. Turning to AAA's involvement with the Force, AAA said that in 2XXX there was a knock at his door. There were two plain clothes officers there. He told them to go away and that he could not be seen with the police and shut the door. The same two officers came back a couple of weeks later and said, 'We have to inform you that you are going to be seriously tortured or murdered by X'. They gave AAA a phone number and told him to ring it if he felt threatened.
87. There was then the incident when he thought X had tried to kill him. He called the police and told them that he now accepted that he was at risk. He said that the police did not investigate this incident.
88. AAA said that he was interested in talking to the police and answering questions. He said that he would supply information on his terms, or under his conditions, which were:
 - a. He and his family would be protected;
 - b. If he was ever compromised, he would be taken into the WPP and moved out of the country;
 - c. He did not want any money, but he wanted a job that would keep him in the same financial position that he had been in;
 - d. The properties he owned would be replaced;
 - e. Three cars which he owned on finance would be replaced.
89. There was then a meeting with a police officer whom AAA described as the Head of Intelligence, or 'the Boss'. This man was N, the Force's CHIS Controller, who gave evidence before me which I will deal with later. AAA said that N said to him, 'We want you in the deep end'. He warned AAA that he could be tortured and killed. AAA said he would agree provided they met his conditions, to which N agreed. AAA said he wanted his house bugged, and listening devices were installed at his house.

90. N and the other officers present said to AAA that if he was arrested, he was not to say that he was a CHIS.
91. From about mid 2XXX AAA started to supply information to the police. He was told they wanted X off the streets. He told the police about money X had hidden. X was then arrested in 2XXX.
92. The police asked about weapons. AAA said that he could point out people who kept them for him.
93. AAA said that in mid 2XXX he got a phone call from an associate of X. As a result of what he was told AAA then rang his handlers.
94. AAA was arrested the next day and later released.
95. An undercover officer came to his house. He said AAA could no longer contact them. They refused to take calls after that.
96. AAA said that by spring in the following year he was stressed and frightened. He phoned a Police Station. A sergeant answered the phone. AAA said that he said that if the Force did not put him into the WPP he was going to tell his MP. Indeed, he said that he got to his MP's office and was then placed in the WPP. They said to AAA that he would not be going home. He and his wife were put in a safe house. She soon left however and returned to her home town. In due course the Claimant's wife broke off contact with him.
97. AAA said that he was promised in 2XXX by a Sergeant W that his NVQs would be put in his new name. That never happened. It was also promised in 2012/13.
98. Mr C (the head of CHIS) told AAA in 2XXX that he would find his NVQ. A few days later Sergeant B told him that he could not find it.
99. They gave AAA £20 a day for food. That happened for five years. Then one day in 2XXX AAA was told that there was no more money. The police applied for Income Support unknown to him, and he said that he lost his Service pension. AAA said that this combination of circumstances drove him to the brink of suicide. He climbed to top of a well-known bridge but, fortunately, was talked down.
100. AAA said that an officer had told him at the meeting that the arrangement would be like for like. But, he said, 'They put me on income support. It was not like for like.'
101. AAA said that he did sign the October 2XXX MoU but that he lacked capacity. That was because of the accident in 2XXX in which he suffered injuries which in turn caused other physical and psychological problems for him.
102. He said that there had been times when he had had enough. He described himself as having been stripped of his family and pension. He said, referring to memory problems, that he would forget about having turned the cooker on and he had had fires. He concluded by saying, 'It hurts. The defendants have stopped my money and left me on Income Support and Salvation Army. I was better off in prison.'

103. That was AAA's case as outlined in his opening. He was then sworn for the purposes of giving evidence. He adopted his opening and his witness statement as part of his evidence.
104. His witness statement is dated 12 [] 2XXX. Much of it mirrors what AAA told me about his dealings with X and the threats made to him. I will set out verbatim the paragraphs which contain what he said were the contractual terms between him and the Chief Constable. After describing initial meetings with handlers, AAA said that:

“23. A few days later [the handlers] contacted me and arranged another meeting in an area of Britain. When I got there I was unhappy with the location and [drove on to another location]. J[] and A[] (*sic*) arrived there first, I did a double back to make sure I was not being followed and then joined them. They then called in their boss. N[], who had travelled separately. He suggested I had three options: I could just leave the area, provide information or make a witness statement about X. I did not want to make a statement or give evidence against X but I said I would provide the police with information, as long as they agreed to certain conditions. The officers had said if I helped them with decent information as a Civilian Human Intelligence Source they had ‘a pot of gold’ for me. They said they would give me a new name so my real name would never come up. I would be in witness protection. Whatever happened, I would keep my standard of living, being given like for like so that although I would be no better off, I would be no worse off either. They said I would be on the same sort of wages, because if they could not find me something like [I had been doing before]. I said I didn't want a penny more than I already had but I wanted protection and my car tracked and my house bugged and, if I was compromised, I would expect the like for like arrangement they were offering.

24. N agreed to bug my house and garden, to make sure my name did not appear anywhere within police files or documents, and he said that if X found out that I was working for them, the police would move me and my family out of danger and would give us new identities. He also said that if my helping them became known I would not lose out because they would do their best to find me a job and they would make sure I had the same lifestyle as I had before – ‘like for like’. I believe this was about the end of May or the beginning of June 2XXX.

25. Shortly afterwards, after my wife had gone to work, two vans arrived and the police spent the day rigging the house with bugs. They put cameras in the house and garden.

26. Another meeting was arranged with N, J[] and A[] at [a location]. To ensure that the meeting did not look suspicious I suggested that J[] should book accommodation there for a

couple of nights, which he did. I also suggested a cover story which was that they were interested in [a particular activity].

28. The following day J[] arrived at the location. I believe he stayed two nights and that A[] may have stayed there one night. N[] arrived on the second day. We had a meeting in J[]'s accommodation after both he and I had checked it ourselves. I was given a mobile phone to use and the conditions we had agreed at the previous meeting were confirmed. Also at that meeting N[] produced a document which he said recorded my agreement to become a CHIS. I asked for a copy of the document which included some legal-type bits I could not follow, but this was refused. I was told that my protection and agreement between us were absolutely confidential and I must under no circumstances ever mention it to anyone. The [Defendant] now claim[s] to have lost the document.”

105. Later in his statement AAA detailed what he said had been the Chief Constable's breaches of contract. He said that the police had failed to honour their 'like for like' promise, but instead had merely given him £200 a week to live on plus other expenses (at least to begin with). He said they failed to find him a job as they had promised, and they failed to secure the transfer into his new identity of his NVQ qualifications. He said he signed the MoU in October 2XXX but that his mental state was poor and he had no legal advice about it.
106. After AAA's release from prison in 2XXX he said a new officer called G who had taken over from Sergeant W told him that he had to apply for income support and that the police would pay him the difference between that and £20 per day. He said he refused and that because he had never been on benefits before going into WPP, he would never 'go on the dole'. He said he wanted to work. He said the police stopped his food allowance, took his car away and stopped his petrol allowance. He said that he later agreed to go on income support in return for a promise that the police would arrange for him to move to Australia but that nothing was done about this. He said that his payments reduced to £13.90 a week and that his psychological problems returned again as a consequence. He was later sectioned and detained in a psychiatric hospital.

107. At [71] AAA said:

“71. At the time we were taken into Witness Protection things were going well financially for [my wife] and me, despite the injuries I had suffered in the accident and despite my bankruptcy in 2XXX. I had started my business and was running the shop which had done very well in 2XXX. [My wife] was working[in a good job]. We had our own house which was in [my wife's] name and we had also bought a three bedroom town house to rent out for a pension, and a two bedroom flat as another investment. We also had [cars and other valuable items]. We had invested everything we had. We were also running the up-market shop. All the properties were mortgaged, and the cars on hire purchase, but I was paying the mortgages and we were doing

well. All that was destroyed when we were forced into Witness Protection.”

108. His statement concluded as follows:

“72. My financial position has improved a bit recently thanks to my now receiving Personal Independence Payments (‘PIPs’) from the Department of Work and Pensions. My monthly income is £1190.96, made up of £576.76 in income support, £285.00 War Disablement Pension and £329.20 PIP. My basic monthly outgoings are £34 for gas, £32 for water and sewage, £67 for electricity, £50 for telephone and broadband, £12.12 for a TV licence, £26 for Netflix and £25.99 for a gym. Because I am unable to cook for myself I pay £10 per day to an elderly neighbour who very kindly provides me with 2 meals per day. Unfortunately I have debts of about £3000 as a result of money I have had to borrow in the past to survive and I have to repay about £52 per month in respect of them. There is no way in which I pay off the £3000.

73. I do now have a car, fitted out for disabled drivers, provided by an Army Charity that my daughter contacted. The charity pays for the tax and maintenance. Unfortunately the car has a very poor mileage per gallon. However the Charity will change the car every 3 years and I hope to get one with a better mpg in a year or so.

74. The only money [.....] Police give me is £42 per month for my mobile phone so that they can keep in contact with me. I feel totally betrayed by them. I helped the police at their request and they promised to protect me and to give me a like for like so that I could live a life no better and no worse than the one I was forced to leave. Their betrayal lost me my wife and family and my mental health and I am left to live on benefits. I just wanted like for like, as they had promised, and to work. The very sad thing is that if they had helped me find work, which they had said they would do, then I would never have sunk to the utter humiliation of struggling to find the money for food and the misery of my present existence.”

109. He was then cross-examined by Mr W for the Chief Constable. Mr W began by saying to AAA, ‘On behalf of the Chief Constable I accept you are a shadow of your former self and that you have paid a heavy price for involvement with X.’
110. Mr W then said to the Claimant that he had been a willing participant in X’s activities. AAA replied that he had always operated under duress and had not been 100% willing.
111. Next, Mr W put to AAA that he had been convicted by the jury of being a participant (and by necessary implication a willing participant) in X’s activities. AAA agreed he

- had been convicted after a six-week trial but claimed that he had not been properly represented by his solicitor. He said that it had been him who told the police where the money was.
112. Mr W then made clear to AAA that the Chief Constable challenged his statement that X wanted to kill him because he had been outed as a CHIS. It was put to him that the attempt on his life had been *before* he had been accepted as a CHIS. AAA said that was not correct and that he was working for the Force when there was the attempt to kill him. He said that he had had discussions and a meeting with DXXX, who told him that there was a threat.
113. Mr W asked AAA whether he agreed that he was de-registered as a CHIS without police protection in August 2XXX. He put to him that had X known he was a police informer, he would be a dead man. AAA agreed that X was a very dangerous man capable of violence.
114. Mr W then said it was the Chief Constable's case that AAA had received what he was entitled to under the MOU signed in October 2XXX. AAA said that he disagreed. He said there had been a main written contract which had been lost. He said that contract was one he signed with N and two officers were present in 2XXX. He said, 'An MOU means nothing.'
115. Mr W then put to him that he had pleaded in 2XXX (in the PoC) and in 2XXX (in the Amended PoC) that the police honoured their side of the agreement. He replied that he had never been given a copy of the MOU and had never had a chance to take it to a lawyer.
116. Mr W said to AAA that the Chief Constable's case was that 'it is fantasy that you were earning £65000 in mid 2XXX and spring 2XXX'. AAA said that he did, and that he had a catering business. He said J and A worked for him and that they came to the catering business.
117. Mr W said that he accepted that AAA had a catering business, but disputed he was making £65000. AAA maintained that he did. He said he kept records of how much he had made and how much he had spent. He said that when he was arrested the police had taken his documents, but he got them back. He said that of the £65 000 per annum, £20 000 one source, £10 000 from the catering business and £35 000 from another source.
118. AAA went on to say that he was a very different man now than he was in 2XXX. It was put to him that his CHIS form in 2XXX recorded him as 'robust, confident' and that he had been in the armed forces. He replied that he was suffering mentally because of X, but that physically he was robust. Again it was put to him that he worked willingly with X. He replied that he had been 'a slave' and that he hoped he could get free.
119. In relation to the start of his dealings with X in 2XXX, AAA said that a police officer to whom he was close said that although X had in the past been convicted of [a serious offence], since he came out, the police had 'got nothing on him.' AAA therefore said that he thought he could [go into business with him].

120. At his criminal trial his defence had been one of duress. Mr W then put to AAA various documents which he said showed that he had not been acting under duress. AAA reiterated that he had only ever followed X's orders and that he had had no choice but to do so. He said that if he had not, he would not 'be standing here today'.
121. He agreed that he had declared an income of £6400 in 2XXX/2XXX and he said that he did not know if he paid any tax for other years.
122. It was put to him that he was paid money out of criminality. He said that he had been paid from criminal proceeds, X having been convicted of [offences of dishonesty].
123. He said that he could not produce a tax return for his business because the police had taken his documents.
124. AAA discussed with N what was going to happen before he gave any information as a CHIS. He said he asked for safety for him and his family; welfare; and work; private schooling for his step-daughter; He also wanted three properties on mortgage like he had. He said he also asked for surveillance equipment to be installed, and it was.
125. AAA said that his case was that there was a written document that was typed containing the demands he had made and they had agreed to at [a meeting]. He said that was brought to him for him to sign by N in the presence of two witnesses. He said that he and N signed it in the presence of A and J as witnesses.
126. He was shown a document which was a blank unsigned 'Terms and Conditions' form for a CHIS. Clause 4 of that document stated that, 'Your handlers are not authorised to make any assurances as to a reward (cash or otherwise) for information provided.' AAA said he could not remember anything about this document but added that in any event it was not his contract. It was put to him that he had expressly said that he did not want a reward. He said, no, that N had said that the police had 'a pot of gold' and that if AAA 'nailed' X the money would arrive. He said that he said to N, that he should look him in the eye and that if X was going to kill him, he would refuse the 'pot of gold'.
127. AAA was shown an extract from the transcript of his criminal trial where it had been put to a police officer on his behalf that he had signed a 'Terms and Conditions' document containing the clause that I have set out. He said that he accepted that that had indeed been put on his behalf, but he said that he had no memory of doing so. He said the contract that he maintained he had signed with N remained binding even though clause 4 was inconsistent with N being able to make the promises that AAA claimed he made.
128. AAA also gave evidence that in mid 2XXX he told his handlers that he knew [a fact from an associate of X about the police which turned out to be true]. He denied the suggestion that he had been told that he had no immunity from prosecution despite being a CHIS.
129. He said that from July 2XXX – April 2XXX he was living at different addresses and was in contact with the police. He said he was begging for help. He thought he had been compromised because X knew that he was going to be arrested.

130. He said that until the accident in late 2XXX he was living openly in his home area but had various security protections. In spring 2XXX he entered protective custody because X said if he did not pay him, he would be killed.
131. In relation to the October MoU it was put to AAA that an officer, S, took him through it line by line before he signed it. AAA replied that he remembered S very well and had an excellent recall of her. He said that she had tricked him into signing for the dole and did not remember the MoU.
132. He was shown a document ('Domestic/Financial Pro forma') prepared by S in Spring 2XXX when he was referred to the WPU. I will return to this document when I deal with S's evidence, but it recorded AAA as having told her that he was unemployed. He said he could not work, but had two businesses, and a catering business. He maintained that he was not unemployed. He was also shown another entry where he recorded his job title as 'Nil'. He maintained that he did tell S that he had another income from the business and catering business.
133. He was also shown his witness statement from the civil claim arising out of his accident in late 2XXX, injuring AAA. The Chief Constable accepted that there had been such an accident and that AAA had been injured in it. At [64] of that statement (which was dated August 2XXX) AAA said, 'I have been unable to work since the date of the accident and simply feel unable to do so.'
134. The statement of JJJ, the Claimant's relative, was admitted by agreement. I need not refer to this further for the purposes of resolving the issues on this claim.

The Chief Constable's evidence

135. The Chief Constable relied upon hearsay statements from a number of officers, and several officers gave evidence before me.
136. The Chief Constable's first witness was N. He adopted his witness statement as his evidence in chief. Until his retirement in 2XXX N was Controller of the Force's Dedicated Source Unit (DSU), responsible for handling CHISs. N also described how he was told by CHIS handlers J and A that they had met with a source. He said that the meeting was to assess AAA's suitability as a CHIS. N said he could not recall details of what was discussed. There was a subsequent meeting in a specified place. In mid 2XXX AAA signed a Form FIB 1C 'Terms and Conditions'. I referred to this form earlier. It stated inter alia that handlers had no authority to offer rewards, whether in cash or otherwise. He said that AAA understood the contents of the form. Further documents were completed later confirming that AAA understood his role and the terms and conditions under which he was operating. AAA was initially authorised for 12 months from Mid 2XXX until mid 2XXX. However following his arrest, and because he was arrested for offences relating to the same criminal investigation into X on whom he was reporting, following advice from the CPS, AAA was de-registered as a CHIS on or around a date in 2XXX and he was no longer to report intelligence to the Force. From that point, N said the only contact was in relation to the police's duty of care to him. AAA was told on a date in 2XXX that he had been deregistered.
137. As to AAA's case as set out at [37] above, N said that:

- a. As to surveillance equipment, some was installed by local officers following an incident.
 - b. He would have informed AAA that they would do all that was reasonably practicable to protect his identity.
 - c. He did not tell him that if his identity was compromised he would be given a new identity and moved away. N said that the DSU had no power to offer this. He did not provide any assurances about witness protection and there is nothing in the notes to suggest that anyone else did so.
 - d. He did not tell AAA that if he went into WPP he would be put into the same position he would have been in had he not entered into the CHIS agreement. Neither he nor the handlers had the authority to make such a promise and there is nothing in the notes suggesting that such a promise was made. Moreover, N said at [25(e)] that at the time AAA went into the WPP he was bankrupt with no income.
 - e. For the same reasons, N also said that he did not tell AAA that the Force would use its best endeavours to obtain employment or pay his mortgage. He had no power to do so. He said that he did not recall discussing money with AAA but accepted that he said at the criminal trial that he had said to AAA that the Force would pay reasonable expenses, and that some money might be available (in the region of £X - £X) by way of payment for information. This sum would be calculated according to a matrix system and would depend upon whether it led to arrests, convictions, etc. N said the payment would have to be signed off by Source Management, who is an officer of Superintendent rank or above.
 - f. N denied AAA's allegation that his status as a CHIS was leaked to X by an officer. AAA did not go into WPP because he had been compromised but because (as the contemporaneous documents showed) he been threatened before becoming a CHIS (as well as after).
138. He was then cross-examined by AAA, who began by stating that he regarded N as a 'professional officer'.
139. N said he met AAA. He said that the primary purpose of the meeting was to make an assessment of AAA as a potential CHIS. There had been a meeting with handlers prior to that, and then AAA asked to meet him. He said some notes were taken, and Mr W clarified they had been entered onto a computer but were now lost. N said they would have discussed a number of issues including safeguards; he could not remember the specifics but the decision was taken to use AAA as a CHIS. That then led to a subsequent meeting at [another location].
140. N said he had no knowledge beforehand that AAA was going to be arrested.
141. N denied the suggestion put to him by AAA that he had said he had a list of 'unconditional conditions'. He said that if AAA had said that then he would not have been signed up as a CHIS.

142. N said that he did not promise that AAA and his family would be relocated. He said the DSU do not have the funding, influence or power to make that promise. Such decisions are made by a different department and authorised at a senior level in the force, ie, Assistant Chief Constable. N said the only thing he could offer was to maintain the confidentiality of AAA's true identity. In cross-examination he reiterated that he could not have promised to put AAA in the same financial position as before and that in any event AAA had told them he was bankrupt and without any means. N also denied offering to pay private school fees. He also said that the DSU has no mandate or remit to offer mortgage payments.
143. AAA then put his case to N that there had been a contract containing the terms that he had specified at the meeting. He said that it had been signed by N and himself in the presence of J and A and/or A at a [different location] and that N had taken his copy. AAA said that he had got concerned and said that he was risking his life. He said that N had told him that it would not get lost.
144. N's answer was that the document which was signed was the standard form Terms and Conditions for a CHIS (to which I have already referred). He agreed that A and J had been present, and a third handler also. N said that he read through this document in the presence of AAA and that they both signed it, and one of the handlers would also have signed it. He said that the document that was signed was a standard pro forma identical to the blank one on the bundles before me. He said that the original is kept securely and never disclosed.
145. N said that AAA was not compromised by a corrupt police officer. That would, he said, have been a 'seismic' event.
146. N said that following his arrest AAA was deregistered as a CHIS on a date in 2XXX. He was told not to make contact unless his safety was at risk. The police kept the mobile line open. AAA maintained contact and continued to supply information untasked.
147. The next officer to give evidence was S ('S'). She adopted her witness statements as her evidence in chief. The salient parts of those statements are as follows.
148. Between January 1XXX and 2XXX S was posted in the Force's Witness Protection Unit (WPU), now known as the United Kingdom Protected Persons Service. S was involved with AAA between 2XXX and 2XXX. Her role involved minimising the physical risk to AAA taking adequate safeguards to ensure his safety. He was provided with support in relation to his relocation and subsequent resettlement. His welfare needs were also met, which included addressing his medical requirements and arranging family welfare visits. AAA was also provided with financial assistance.
149. S described how AAA and family were taken into the WPP in 2XXX following threats to his life. They were moved to temporary accommodation outside the Force's area. In the event, AAA's family moved back to their home address. As a consequence, AAA's address was compromised, and he had to be moved to temporary accommodation in a different area.

150. As part of the assessment of AAA's suitability for being granted protected status, a document known as a Domestic/Financial Pro forma was completed. I referred to this document earlier. AAA confirmed his personal and financial antecedents, as follows:
- a. AAA stated that he was unemployed and the only income he received was from his services pension, which was in region of £200 per month. S established that this was a War Disablement Pension, which is a State Benefit.
 - b. AAA stated that he was paying the mortgage for the house his mother was living in, which had a mortgage of £50,000.
 - c. AAA said that he had an NVQ , a D32 NVQ to train trainers and an NVQ from the services for HGV driving, although the licence had lapsed. S made enquiries with City and Guilds to ascertain whether this information was accurate and it was established that the AAA had, in fact, achieved only one unit towards an NVQ Level course. AAA said that he had been declared bankrupt on a date in 2XXX and, as one year had passed, he was then a discharged bankrupt.
 - d. He said that he had been in an accident in 2XXX, suffering several injuries He stated that he was under the care of various consultants and was taking medication.
151. S produced this document as an exhibit.
152. In 2XXX, as part of the same assessment process, the WPU undertook a credit reference search on AAA. This confirmed that a bankruptcy order had been made in 2XXX and that AAA had one outstanding County Court Judgment.
153. On a date in 2XXX AAA moved to long term temporary accommodation in the area of his choosing.
154. AAA received payments from the Force. These are contained in documents produced by S.
155. Later in 2XXX AAA was granted Protected Status and signed an MoU which outlined the support the Force would extend to him and the conditions that he must comply with whilst on the scheme. I set out the terms of the MoU earlier in this judgment.
156. I shall quote [18] of S's witness statement verbatim:
- “18. I went through the contents of the MOU with the Claimant line by line to make sure he understood it. I told him that if he had any issues or queries then or at a later date, he should raise them with me or WPU staff, and this would be addressed. If I had known or had any suspicions that the Claimant had mental health issues, that he was unstable or that he did not understand anything I said. As an experienced officer within the WPU I would not have gone ahead and asked the Claimant to sign the MOU if this were the case.” (*sic*)
157. In her witness statement at [20] S explained that the purpose of the MoU was to record what assistance the WPU would provide for AAA and what his responsibilities were.

The MoU could be varied as circumstances changed. Its purpose was to record both parties' understanding and therefore avoid any misunderstandings between the police and AAA. S said that if AAA had chosen to seek legal advice from a solicitor then the Force would have facilitated this but he did not do so.

158. S said that she did not ever say that the Force would meet AAA's mortgage payments, nor is there any evidence she has seen that any other officer did so. Also, neither the Financial Pro Forma nor the MoU contained any such promise. S added that any such payment would have to be made by a senior officer, and recorded in writing, and that this did not occur.

159. Paragraphs 22 – 25 of S's statement were as follows:

“22. When completing the Claimant's Personal and Financial Proforma ... the Claimant disclosed that [a Council] had a charge on this property [ie, the one his mother lived in] and that this was as a result of non-payment of business rates.

23. When I visited the Claimant in 2XXX the Claimant advised me that he would not continue to make any payments in relation to the mortgage on his mother's property until the outcome of a civil court case was known. The Claimant informed me that this was to take place later this year.

24. The Contact Report dated 2XXX ... records that, on visiting the Claimant. I showed him a letter from a Money Lending company dated 2XXX regarding outstanding mortgage arrears of £1137.87 in relation to his mother's property. The Claimant advised that he would contact the company and request the demand for arrears be put on hold until after the Court case. I recorded this information at the bottom of the letter.

25. The Contact Report dated 2XXX ... records that on visiting the Claimant, I showed him a further letter from the company dated 2XXX... which informed him that they had issued a summons for possession of the property. The Claimant requested that the letter be held on file until he could decide which course of action he would take.”

160. S said that in 2XXX when AAA was in prison she and another WPU visited him in prison in order for him to sign a further MoU. Again, I have set out the relevant parts of this earlier in this judgment. S said that she went through this document with AAA line by line, and he signed it.

161. In her second statement S said at [28]-[29]:

“28. At paragraph 47 of the Claimant's statement he says, ‘*We were taken there [a location] by Sgt W and an officer called S. They [made various promises which they did not fulfil].*’

29. I do not recall transporting the Claimant and his family to that location due to the passage of time but I can state that under no circumstances would the Claimant or his partner have been promised, or led to believe that they would have their lifestyles and property replicated.”

162. AAA then cross-examined S. He began by saying to her that, ‘I think you were the most professional witness protection officer I know.’
163. S confirmed that she first met AAA in 2XXX when he was taken to a hotel in a secure location by the Crime Team. She confirmed that she would have been given a brief reason leading up to him being taken to a secure location. S confirmed that it was a very stressful situation and that AAA and his family were clearly stressed about the situation they were in.
164. S stated that AAA had an ongoing claim for income support and Disability Living Allowance. He needed a sick note for this. He asked to see his own GP and so was transported to his GP in his home locale and obtained a sick note. However, in the event he refused to proceed with his claim and so a cheque he received was sent back to the DWP and his claim was cancelled.
165. The Chief Constable’s third live witness was YY. Until his retirement in April 2XXX he was a Senior Officer in the Chief Constable’s Force. Upon his promotion to that rank in 2XXX he had responsibility for a number of the Force’s departments concerned with covert policing and other specialist matters. He adopted his witness statement as his evidence in chief. The relevant parts of that are as follows.
166. In 2XXX he was appointed Senior Investigating Officer in a criminal investigation into an organised crime group headed by X. The crimes under investigation were various offences reflecting organised crime. It was known that X was heavily reliant on AAA and AAA was suspected of involvement in X’s criminality.
167. YY said that he had been aware that there was a CHIS giving information about X. He did not know the person’s identity because such information is not shared with investigating officers. After AAA’s arrest he asked to speak to YY and at that point YY guessed that AAA was probably the source but did not know for sure until 2XXX when he was informed that AAA wanted to volunteer his account to the police.
168. YY then addressed the interview under caution with AAA and events in 2XXX which led to AAA entering the WPP. In summary, these were that in Spring 2XXX AAA met with X. X accused AAA of telling the police the location of a sum of money that had been seized by the police and threatened to kill him if he did not repay it.
169. The investigation into X’s organised crime group related to offences of dishonesty. Investigations showed that AAA was heavily involved in the criminal enterprise. As a consequence, on a date in 2XXX AAA was charged with offences of dishonesty. X was charged with related offences.
170. In due course X pleaded guilty, and on 2XXX was sentenced to a term of imprisonment.
171. In 2XXX AAA was convicted after a trial and sentenced to a term of imprisonment.

172. At the end of his statement YY said that there was never any question of AAA giving evidence against X, other than potentially in relation an earlier specific offence. The information which AAA gave to the police about X was already known to them.
173. For the purposes of this claim it is unnecessary to set out details of YY's cross-examination by AAA.
174. The Chief Constable's final witness was G, the officer referred to by AAA as G[]. He adopted his witness statement as his evidence in chief. G took over management of the WPU in November 2XXX and the team involved with AAA's welfare as a protected person. He said that the WPU does not seek out clients but has persons in need of protection referred to it. Having stated that AAA was placed in emergency temporary accommodation after being referred to the WPU in 2XXX, G said at [9]-[18] of his statement:

"9. In my experience, the next stage in the process would be discussions between clients and WPU officers to better understand the personal circumstances of the client and their family and to allow for a bespoke plan to be developed.

"There are two aspects to this assessment, the first and most immediate is to deal with the current risk faced by the client and the second more considered aspect, is to assess the suitability for long term protection arrangements which ultimately leads to a recommendation to the Designated Protection Provider (DPP), as to suitability for long term protection arrangements. The function of the DPP was delegated by the Chief Constable to an officer of Superintendent Rank who would ultimately approve any application.

10. I understand that a Domestic/Financial pro-forma ... was completed. This is a similar form to that used today. This is used to gather his assertions in relation to the client's financial situation, which does not itself imply any express action but allows informed judgments to be made. The rationale (*sic*) for any such judgments are not known to me and I cannot comment further.

11. Following the assessment a recommendation is put before the DPP who will consider and grant the application and in this case, granted the application.

12. The practicalities of delivering the protection arrangements fall to the WPU. The relationship between the WPU and the client is one of consent, and in order to manage expectations and provide clarity clients may be asked on occasions to read and sign to acknowledge Memorandums of Understanding, these may cover a multitude of issues but are commonly used to ensure that the expectations of the client and Unit are clearly recorded.

13. It will also contain the conditions the protected person is expected to comply with for their own safety. The conditions will be discussed with the protected person and WPU staff will ensure that they are understood before the Claimant signs the MOU.

14. The financial assistance offered to a protected person will differ depending on the individual circumstances and requirements of the protection arrangements. Each case depends on its own individual facts. For example, the WPU may pay for accommodation for the protected person, welfare visits and private counselling. I am aware that in this case, a vehicle had been provided. Whilst in my experience it is not common practice, I am unaware of the exact rationale (*sic*) of this decision and cannot comment further.

15. Any financial support offered or provided to a protected person would have to be documented for audit and transparency.

16. The WPU may also assist the protected person to attend medical appointments, court hearings, etc. If requested, or considered necessary, the WPU officer could facilitate legal advice for the protected person.

17. I have been informed that it is alleged at paragraph 4(3) of the Amended Particulars of Claim that the Claimant was informed by the Defendant's CHIS Controller that whilst he would not benefit financially from entering the WPS, he would be placed as closely as possible into the position he would have been in had he not entered into the agreement and been placed into the WPS.

18. Whilst I cannot comment on what the CHIS Controller said to the Claimant, he would not have authority to offer the Claimant anything whilst on the WPS."

175. G was then cross-examined by AAA. G said that he and AAA had met many times, to which AAA said he did not remember meeting him.
176. G said he remembered some discussions about putting AAA's qualifications into his new name, but said his primary concern was welfare. He said the police made diligent enquiries to find those qualifications in an attempt to give them back to AAA in his current identity however it proved problematic. He said the police offered additional training in other fields.
177. G said that he could not recall the specifics of AAA's financial arrangements. AAA was one of my responsibilities. He was a legacy case. There was a considerable history. I assessed his arrangements. He was being provided with finance that was higher than I might have expected so I asked for it to be looked into. G said it is impossible to

provide like for like. That term creates undue expectations. Replicating their life elsewhere is an impossibility.

178. AAA put to him that in 2XXX the police removed his allowance and his car. G replied that he did not think that AAA was claiming his full entitlement to benefits. He said he could not fill the forms in and did not want to claim benefits but wanted the police to pay. The money he was getting was unusual. It was this additional money which the claimant was being paid, when there were benefits that he could be accessing. G said that he proposed reducing payments but increasing AAA's benefits in order to reach a long-term solution. He said that he did not believe that payments were stopped in 2XXX but there may have been reductions. He said that he did not believe that AAA required a car. Overall, G said that he tried to devise a long-term solution and provided continuous support. He made his decisions based on the evidence that he had and he stood by decisions he made.

Findings of fact and conclusions of law

179. Like the Chief Constable, I accept that AAA has paid a heavy price for his involvement with X. He has been in the WPP for many years now because of the genuine threat to his life which exists from X and his associates. There have obviously been times when he has found life very difficult. I also accept that becoming a CHIS was a considerable act of self-sacrifice by him, albeit he only performed this role for a few weeks. However, his claim against the Chief Constable fails for the following reasons.
180. AAA's claim is for breach of contract. That means that he must plead and then prove the terms of the contract relied upon; prove that those terms were breached; and prove that the breach caused him damage. I accept the Chief Constable's submissions that AAA has failed to establish any of these elements of his claim.
181. I turn to the first issue, namely the terms of the contract. One fundamental difficulty standing in AAA's way is that his case has repeatedly changed as to what he said was the contract said to have been breached by the Chief Constable. Earlier in the judgment I set out AAA's case as pleaded first in the Particulars of Claim, and then in the Amended Particulars of Claim. They are completely different. For example, in the Particulars of Claim it was alleged that the contract had been concluded in 2XXX when AAA was formally accepted into the WPP. In the Amended Particulars of Claim it was asserted that the contract was concluded between AAA and N when he became a CHIS in 2XXX. AAA's final case emerged in cross-examination and is that there was a written contract, drafted and prepared by N, and signed by both N on behalf of the Chief Constable and AAA in the presence of other officers. The supposed terms were that in order to achieve the parties' general intention that, in the event that AAA and his family had to go into WPP, they would not be worse off than they were at that point in time:
- a. The Chief Constable would purchase three houses in an unspecified part of England and obtain comparable mortgages on the same to those in which the Claimant and/or his wife then owned;
 - b. The Chief Constable would obtain three comparable vehicles for AAA to those which he then had on HP agreements;

- c. The Chief Constable would pay AAA's step-daughters' private school fees;
 - d. The Chief Constable would obtain suitable employment for AAA failing which the Chief Constable would pay him what he would have earned in such employments or what he was then earning.
182. I reject AAA's case that there was any such a contract. I am sure that there was not. That is for the following reasons.
183. Firstly, N denied there ever was such an agreement. I accept his evidence. He was quite specific that if AAA had presented a list of conditions or demands in 2XXX then he would not have been signed up as a CHIS. One can readily understand why that would have been so. It is also inconsistent with N's evidence that the financial rewards available to CHISs are comparatively modest and are based upon a matrix and correlate to the usefulness of the information which they have supplied.
184. Second, I accept G's evidence that N would have had no authority to make such promises.
185. Third, it is inherently unlikely that anyone on behalf of the Chief Constable would have agreed such terms, involving as they would the expenditure of very significant sums of money. It is equally inherently unlikely that the police would have promised to obtain employment for AAA when such a matter was not in their gift, especially having regard to the criminality that AAA was suspected of. I do not regard it as possible, or even probable, that before AAA had even agreed to become a CHIS and been approved there would have been detailed discussions of the financial support which AAA and his family would receive in the event of him going into WPP (an eventuality which might never come to pass), still less that the Chief Constable would have entered into a binding agreement before AAA had supplied any information whatsoever.
186. Fourth, if there had been such an agreement it would have been pleaded at the outset. None, or virtually none, of the alleged terms are reflected in the pleadings. In his first attempt at pleading he alleged the agreement had been made in about 2XXX and with members of the WPP over many months. Yet he now purports to have a vivid memory of the critical conversations with N to the extent of re-enacting in court key moments in the exchanges.
187. Fifth, such an agreement is inconsistent with the documents which AAA agreed that he signed, including the CHIS Terms and Conditions and the October 2XXX MoU. It is these documents which formed the basis of the relationship between the Chief Constable and AAA. It is not necessary for me to determine whether they amounted to legally enforceable contracts. I am satisfied that AAA signed these documents; I am satisfied that he understood them; and I am satisfied that the police acted in accordance with them. The clause in the MoU which provided that that financial support would be reviewed from time to time is entirely consistent with G's evidence that that is indeed what happened. In short, I accept the evidence of S on this point. She explained the MoU to AAA, and AAA signed the document because he agreed to its terms, which included him undertaking to arrange his affairs to as to minimise the financial burden on the WPU, and the Chief Constable having the right under the MoU to review from time to time as required the level of financial support provided to AAA. I reject out of hand AAA's suggestion that S somehow tricked him. I am entirely certain that she

did not. Again, if this were true, AAA would not have paid S the fulsome compliment he paid her at the beginning of his cross-examination of her.

188. Sixth, AAA's case must by implication be that N reneged on the agreement he signed. If AAA were correct then, again, I find it inconceivable that AAA would have described N in the favourable terms that he did at the start of his cross-examination of him.
189. Overall, I did not find AAA to be a credible or reliable witness, and save where his evidence is corroborated by contemporaneous documentation, or agreed by the Chief Constable, I decline to rely upon it. I have already referred to the changing and inconsistent cases which AAA has pleaded or otherwise presented during this litigation. There are other difficulties as well. Thus, for example, his evidence about what he was earning prior to going into the WPP is completely at odds with what he told S when she was carrying out her assessment of him prior to him going into the WPP. AAA frankly admitted that over the last 13 years or so he has suffered from a number of psychological problems and mental illness, and that he been sectioned under the Mental Health Act 1983. I have every sympathy for him, however these matters provide a further reason why I am unable to rely upon his account of events save to the extent that it is independently corroborated or accepted by the Chief Constable to be true.
190. I therefore reject AAA's primary case that a written contract was concluded between him and N on behalf of the Chief Constable 2XXX at about the time he became a CHIS.
191. Returning to the Amended PoC, the Claimant alleges that the agreement with N (which, as there pleaded, was an oral and not a written agreement) was subsequently varied in or about 2XXX, by Sergeant W, so that the Chief Constable became under an enforceable contractual obligation to pay to the Claimant, until such time as he could get work (ie potentially for the rest of his life):
 - a. His accommodation and utility bills;
 - b. £608 pcm (ie £20 a day);
 - c. Would provide him with a vehicle and insure it;
 - d. Costs of counselling;
 - e. Cost of welfare visits.
192. There is no evidence to support this claim and I reject it. It is inconsistent with the October 2XXX MoU and also inconsistent with the way in which financial matters were dealt with in the WPU. As S and G explained, there is a process which has to be gone through for each person who is referred to the WPU which involves assessing their needs over a period of time and also obtaining evidence about their assets. I do not regard it as possible or even probable that such promises would have been made right at the outset of that process. It would have made the whole of S's task of assessing AAA's needs, about which she gave evidence, redundant. The Chief Constable accepts that during this time there would have been some discussions about what support AAA would receive when he was first accepted onto the WPP. He told S that he was unemployed. Although he denied he was, I reject his evidence. It was bound to take many months to establish a new identity for him. Until a new identity could be

established, he had to be supported. But I agree with the Chief Constable that it is inherently unlikely that a detailed contract setting out what he would receive for evermore would be agreed at such an early stage. The priority was his welfare and that of the family members who were going to join him on the WPP, and an assessment of his potential needs and of his own assets.

193. In fact, as I have said, the police did provide some of these benefits to AAA. For example, they did provide him with subsistence payments; a vehicle (although that was later removed, as G explained); and they did pay for counselling. But all of these were provided either on an *ad hoc* basis pending his formal assessment and, once that had been done, pursuant to the October 2XXX MoU which gave the Chief Constable the power to review payments and benefits on an ongoing basis. They were not provided pursuant to a binding contract as alleged by AAA.
194. There are many other difficulties standing in AAA's way in showing that even if Sergeant W genuinely did promise in 2XXX what is pleaded in the Amended PoC (which I reject), that it created an enforceable contract.
195. As the Chief Constable points out, AAA provided no consideration - certainly, no consideration is pleaded. Also, in 2006 AAA had been arrested and his criminality with X was under active investigation. Against that background, it would have been extraordinary if an officer in the WPU intended in 2XXX to create legal relations on behalf of the Chief Constable so as to fix the level of support for AAA for an unlimited period. As Mr W observed in his written closing submissions, to take an extreme, but not impossible example, for all the Chief Constable knew at that time, AAA might have been implicated in a murder (although, I make clear, he was not). However, X was certainly believed by the police to have been a murderer.
196. For all of these reasons, AAA's claim fails. There was never any binding contract between him and the Chief Constable as pleaded, or as alleged in his evidence. The relationship between him and the Chief Constable was governed by the CHIS Terms and Conditions whilst he was a CHIS for a brief period in 2XXX. Thereafter, when he was referred to the WPU in 2XXX following the threats from X, he was provided with *ad hoc* support whilst the assessment process for the WPP was undertaken. Once that had been completed, in October 2XXX he knowingly and voluntarily signed an MoU by which the Chief Constable undertook to provide some financial support but which he was entitled to review and amend on an ongoing basis. By that MoU AAA promised to minimise the financial burden on the WPU. There were later MoUs (some of which, I accept, AAA did not sign) which provided additional or extra duties and responsibilities. The Chief Constable acted in accordance with the terms of the MoUs in relation to the support provided to AAA and so even if they amounted to a legally enforceable contract (a matter I need not decide) there was no breach by the Chief Constable. I readily understand that AAA was unhappy at some of the things which the Chief Constable through his officers did (such as removing his car, and encouraging him to apply for social security benefits) but in so doing the Chief Constable was simply acting in accordance with the documents which AAA had signed which gave him the right to do as he did.
197. This makes it unnecessary to consider other matters which were ventilated during the hearing, such as what earnings AAA had when he went into the WPP. Suffice it to

say that AAA would have faced a number of problems in establishing that he was earning anything like the amount he claimed in evidence.

Conclusion

198. This claim accordingly fails and is dismissed.