

IN THE HIGH COURT OF JUSTICE

CLAIM NO: _____

CHANCERY DIVISION

BRISTOL DISTRICT REGISTRY

BETWEEN

MARY SUE OFTEN

Claimant

And

MICHAEL NEVERPAY

Defendant

PARTICULARS OF CLAIM

1. The Claimant is an experienced ... expert, having provided ... services since 1999, in particular with ... firms.
2. The Claimant is a German National who came to the UK in ... because of When she came to the UK she was working for a company called
3. During the summer of the Claimant met the Defendant and struck up a friendship.
4. The Claimant mentioned to the Defendant that she was unhappy working with ... and the Defendant suggested that she should set up her own company and transfer the clients who she was working for to her new company. The Defendant offered that he could set up a company for the Claimant. He said he would make a charge for the work he did setting the company up and looking after its affairs. The Claimant and the Defendant discussed what the Defendant's charges would be and he mentioned a charge of
5. The Claimant accepted the Defendant's offer and accordingly it was agreed that the Defendant would set up a new company for the Claimant which would be the Claimant's company, of which she would be the only fee earner or income generator and to which she would be bringing her clients. The Claimant also agreed that the Defendant could make a charge for his services in setting up the Company and looking after its affairs, but no set

amount was agreed. The Claimant agrees the Defendant is entitled to be paid a reasonable charge for his services.

6. It was expressly agreed by the parties that:
 - (1) The Company was to be the Claimant's company;
 - (2) In the first instance the Defendant would be the sole director but that the Claimant could become or appoint a director whenever she wished;
7. Further, by reason of the matters aforesaid, it was understood between the parties that the beneficial ownership of the Company was to always vest in the Claimant. Accordingly, the same was an express or in the alternative an implied term of the agreement and it was a further implied term that the Defendant would not do anything adverse to that interest.
8. Pursuant to the agreement:
 - (1) The Defendant acquired the company ...; and
 - (2) The Defendant was appointed director of the Company on
9. The Defendant subscribed for and was allotted the share capital of the Company.
10. Further, pursuant to the agreement in reliance thereon and to the Claimant's detriment:
 - (1) The Claimant commenced working for the Company and provided her skills and experience as ... consultant. She was employed by the Company from
 - (2) The Claimant transferred her existing business connections to the Company by arranging that clients of hers became clients of the Company and further that she served her clients through and as employee of the Company;
 - (3) The Claimant agreed that the Company could invoice such clients for services which had been/were being provided by her and made arrangements that such clients as had monies outstanding for services provided by her paid the Company;
 - (4) The Claimant was remunerated by the Company for a sum considerably below that which represented the value of her services or for which she could have charged. The Claimant was paid £.... per month before deductions, together with an agreement that she be reimbursed for expenses.
11. By reason of the matters aforesaid the Defendant held and holds the shares in the Company upon constructive trust or in the alternative resulting trust for the Claimant. Further or in the alternative the Defendant is estopped from denying that the Claimant is the beneficial owner

of the shares and that he holds them for her benefit. In the alternative, in causing the shares to be allotted to himself the Defendant acted in breach of the aforesaid agreement.

12. The Defendant has acted in breach of trust and/or the aforesaid agreement:

[weitere Ausführungen]

13. By reason of the matters set out in paragraph 14 the Claimant has suffered loss and damage.

The best particulars the Claimant is presently able to give is the potential loss of business caused by the matters set out in paragraph 14(3) and (4).

14. The Claimant claims interest pursuant to section 35A of the Senior Court Act 1981 on such sum as may be found due to her at such rate as the Court thinks fit.

AND THE CLAIMANT CLAIMS

1. A declaration that the Defendant holds the shares in company number 12345 "Make Very Much Money Limited" upon trust absolutely for the Claimant;
2. An order that the Defendant do transfer the shares in the said company to the Claimant;
3. Damages for breach of trust and/or contract;
4. Costs;
5. The aforesaid interest.
6. Further or other relief.

Lucky Luke (Barrister)

STATEMENT OF TRUTH

I believe the facts in this Particulars of Claim are true.

Signed

Name Mary Sue OFTEN

Date

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ANNEX A