**IN THE HIGH COURT OF JUSTICE CLAIM NO:**

**QUEEN’S BENCH DIVISION**

**B E T W E E N :**

**STUART PETTMAN**

Claimant

and

**REALTIME ANALYSIS & NEWS LIMITED**

First Defendant

and

**GEORGE BUSFIELD**

Second Defendant

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**Draft/PARTICULARS OF CLAIM**

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1. The Claimant is a shareholder in Live Squawk International Holdings Limited (“Live Squawk”). The First Defendant is a competitor of Live Squawk and the Second Defendant was, at the relevant time, a director of the First Defendant.
2. On or about September 2017 the Defendants became aware of a potential shareholders’ dispute in relation to the shares held by the Claimant and unfair prejudice caused to him by another shareholder of Live Squawk, Mr Harry Daniels. At all times the Defendants were aware that the Claimant could not fund Court proceedings in relation to that dispute.
3. The Defendants wished to use that dispute to attempt to prevent a further competitor, Mr Sonny Schneider, investing in the Live Squawk business and competing with the First Defendant.
4. To that end, the Defendants agreed to fund the unfair prejudice petition, supported by an injunction brought by the Claimant (the “Claim”). On 6 September 2017, the Defendants’ solicitors, Healys LLP, approached Keystone Law with a view to them acting for the Claimant in the Claim. Mr David Bailey of Healys told Keystone Law by telephone that the injunction and petition would be funded by the First Defendant, Realtime Analysis & News Limited.
5. By an email dated 7 September 2017, Mr Bailey emailed the Claimant stating:

“I am pleased to report that George [the Second Defendant] has confirmed that they [the First Defendant] will support you in your claim against Harry Daniels”.

1. The Second Defendant, as then director of the First Defendant, was authorised to bind the First Defendant to that promise. Alternatively, the Second Defendant warranted he was so authorised.
2. In consideration for that promise the Claimant brought an injunction and proceeded with an Unfair Prejudice Petition. The Defendants continued to promise to fund the litigation and dictated the conduct of the Claim, by way of example, the scope of the Claimant’s ability to settle the Claim in his Unfair Prejudice Petition was limited by the Defendants as they instructed him not to settle on the basis he sold his shares to Mr Daniels, but only on the basis that the Claimant bought Harry Daniel’s shares.
3. To date the total legal costs of the Claimant are £194,667.73, as set out in Schedule One. Despite the promise in writing dated 7 September 2017, and subsequent oral promises, the Defendants have not paid the Claimant’s legal costs or any part thereof.
4. As a result the First Defendant is indebted to the Claimant in the amount of £194,667.73.
5. Further, and/or in the alternative, if the Second Defendant was not authorised to bind the First Defendant to the promise, the Second Defendant is liable in damages to the Claimant in the amount of £194,667.73 for breach of his warranty of authority.

**AND** the Claimant claims:-

* + - 1. £194,667.73.
      2. Interest.
      3. Costs.

**CLAIM NO: X**

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**Draft/PARTICULARS OF CLAIM**

Keystone Law

48 Chancery Lane

London

WC2A 1JF

Solicitors for the Claimant

Ref: KJT