

IN THE BRENTFORD COUNTY COURT

Claim No BF102062

BETWEEN

Claimant
Company Name

Beauford Lloyd Sewell
(Centre for Business Excellence Ltd)

AND

Defendants

West London Training and Enterprise Council
MCB.RJO.RDW.012755.7

Date:

28-March-2003

IN THE BRENTFORD COUNTY COURT

Claim No BF102062
Claimant Beauford Lloyd Sewell
and Centre for Business Excellence Ltd
Defendants West London Training and Enterprise Council
MCB.RJO.RDW.012755.7

Date: 30/12/17

IN THE BRENTFORD COUNTY COURT

BETWEEN

Beauford Lloyd Sewell
and
West London Training and Enterprise Council
MCB.RJO.RDW.012755.7

Claim No BF102062
Claimant

Defendants

STATEMENT of CASE

HISTORICAL FACTS AND CURRENT EVENTS

By way of background information – the Claimant wishes to put before the court the following information;

- AT the relevant time, the Claimant had spent almost twenty five (25) years, (1970 to 1993), in the computer industry in the UK and Europe.
- The Claimant returned from Holland in **March 1993** with the sole intention of either finding employment or becoming self-employed.
- The Claimant was refused **Legal Aid** – on the grounds that he had insufficient evidence – this evidence was available from the (GOL), **Government Office for London** – GOL refused to provide the documents from which the evidence could have been obtained – on the grounds of the Data Protection Act.
- The documents was eventually obtained after the Claimant wrote to Mr Stephen Byers in 1999.
- between **(1995 and 2003)** the Claimant has had **(5) attempts** to deprive him of his business by **(2) - private firms** who were successfully repulsed by the Claimant and
- **(3) government sponsored - business support agencies** charged with providing assistance to the un-employed.
- The Claimants **first attempted** to become **self-employed** in **(1993/94)**, this effort has resulted in the **current proceedings**, –

The Claimant was subsequently, forced to attempt the development of a **new business** – however – before the Claimant could determine if the **New Project** was viable and therefore had any chance of success – it had to be **Market Tested**, this meant conducting **Pilot Projects**.

As a direct result of the piloting process, the Claimant's **second attempt** at becoming **self-employed** has again been successfully pillaged by a former employee of a government support agency – for whom the Claimant had previously conducted a workshop of his new project.

This firm has successfully presented the Claimants new project as his own, to a **government funding agency** and has subsequently received funding to promote the project - this firm operates under the Not-For-Profit banner they are not required to be registered with **The Charities Commission**.

The Results

As a direct result of the incidents listed above is that the Claimant has found it impossible to;

(a) find suitable employment

(b) gain employment in the areas of his expertise –

(c) become self-employed.

(d) the Claimant's current age of (62), has increased his difficulties and reduced his possibilities he has therefore been forced to exist on **Social Security Benefits** and has utilised such assistance received to retrain himself in various fields in the hope of one day either;

(d) becoming self-employed or

(e) finding employment

The Claimant has had to give up completing his MBA at the University of Greenwich for lack of funds.

=====

(1.0.0.0) THE STATEMENT OF CASE

The Claimant' statement of case is based on the "**Overriding Objective**" as laid down in the New Civil Procedure Rules (Part1, page1), the Claimant wishes to present his statement of case to the court – **based on the facts**, - these facts are fully supported both by witness statements and by documentary evidence and can be further substantiated by a **named search** of various governmental departments from (**1995 to the Present**) – these include the following,

- The Prime Minister – Mr Tony Blair
- The Department of Trade and Industry,
- The Department for Employment and Education,
- The Department for Social Services,
- The Government Office for London,

(1.0.0.1) In support of his claim against the Defendants - the Claimant wishes to put before the court documentary evidence relating to correspondence with various government ministers, MP's and MEP, since 1996.

(1.0.0.2) In support of his claim against the Defendants - the Claimant wishes to put before the court documentary evidence relating to the conduct of the affairs of West London Training and Enterprise Council in general and the actions and conduct of the Chief Executive **Dr Phil Blackburn** in particular.

(1.0.0.3) In support of his case – the Claimant also wishes to put before the court – the conduct of the Main Consultant to Dr Phil Blackburn – **Ms Meenu Vora**.

In presenting this documentary evidence relating to the affairs of West London Training and Enterprise Council – the Claimant wishes to demonstrate that the conduct of the Chief Executive was contrary to the rules and duties of directors in general and the Operating Rules of the (TEC) Training and Enterprise Council - in particular.

(1.0.0.4) In presenting this documentary evidence relating to the affairs of I.T. Skills Forum – Managing Director – Ms Meenu Vora, – the Main Consultant to Dr Phil Blackburn – the Claimant wishes to demonstrate that the conduct of the Managing Director of I.T. Skills Forum was contrary to the rules and duties of directors.

By presenting such documentary evidence - the Claimant wishes to demonstrate that the two named persons listed above were primarily responsible and accountable for their actions in the sequence of events which ensued.

(1.0.0.5) **THE CLAIMANT'S PROFILE AND BACKGROUND**

The Claimant wishes to lay before the court the following documents in support of his case;

(1.0.0.6) the Claimant's **Professional Profile** and education,
(*exhibit 1.0.0.5*) (*B. L. Sewell - Personal Profile*)

(1.0.0.6) the Claimant's **Integrated Multi-Media Business Support Centre - Proposal**
as developed in (1995) - (*exhibit 1.0.0.6*) – (*IMBSC Document*)

(1.0.0.7) Documentary evidence that establish the fact - that the Claimant's

Integrated Multi-Media Business Support Centre - Proposal

was in the possession of the Defendants at the material times,
(*exhibit 1.06.1* – *fax from Jeff Taylor to the Claimant dated 08-Dec-1995*)

(1.0.0.8) Documentary evidence relating to the Claimant's projected business as contained in his
Business and Marketing Plans, - developed in 1995,
(*exhibit 1.0.0.8* - *Business and Marketing Plans*)

(1.0.0.9) Documentary evidence which establishes the fact that during the relevant times the
Claimant had various correspondence in the form of letters relating to the Claimant's

"Integrated Multi-Media Business Training Centre"

project with the following government ministers, members of parliament and members
of the European Parliament;

- Mr Michael Bichard, (former Joint Permanent Secretary)
- Mr Richard Balfe, MEP
- Mr Robert Evans, MEP
- Ms Harriot Harmon, MP
- Mr Andrew Smith, (former Head of the Department for Education and
Employment)
- Mr Brian Glickman, then, Head of the Government Office for London
- et al
- The Government Office for London

(*exhibit 1.0.0.9* - *Letters to and from government departments*)

(1.0.1.0) Documentary evidence which shows that during the relevant times (**1995 – to 1996**) the Claimant had extensive **face-to-face discussions**, - **various correspondence** by **letter and fax** with the following **Senior Managers** of West London Training and Enterprise Council, namely;

- **Mr Jeff Taylor** - *Enterprise Link Manager* - (West London Business Link)
(*exhibit 1.0.1.0 – letter form Jeff St Paul*)
- **Mr John Murray** - *Business Development Director* - (West London Training and Enterprise Council)
- **Mr Jeff St Paul** – *General Manager* - West London Enterprise - (*dated 15-Jun-1995*)

AND

- **Mr Chris Dunn** - *Managing Director* – Enterprise Futures Ltd - (*dated 06-Apr-2001*)
An external Consulting Firm under contract to West London Training and Enterprise Council

(1.0.1.1) Documentary evidence in the form of “**Market Research**” reports conducted on behalf of the Claimant – and **other independent research papers** relating to the Claimant’s project – dated 1996.

- (*exhibit - 1.0.1.1a*) - (*the telemarketing bureau*)
(*exhibit 1.0.1.1b*) - (*The Henley Business Partnership*)

(1.0.1.2) **WITNESS STATEMENT**

(1.0.1.3) Documentary evidence in the form of **witness statements** – in support of the Claimant’s case against the Defendants, (*exhibit 1.0.1.3*)

(1.2.0.0) **TEC OPERATING MANUAL**

(1.2.0.1) Documentary evidence relating to the conduct of Training and Enterprise Council’s by the Secretary of State, Title, “**TEC Operating Manual**”, (*exhibit 1.2.0.1*)

(1.2.1.0) **PARTNERS IN REGENERATION**

(1.2.1.1) Documentary evidence relating to the purposes **to which** the (ESF) European Social Fund programme – Title- “**Partners in Regeneration**” (Sub-title) – The Challenge Fund, could be put, their objectives and benchmarks,

(*exhibit 1.2.1.1a - ref: Partners in Regeneration Document – dated March – 1996*)

(*exhibit 1.2.1.1b - ref - Partners in Regeneration Document –*

Bidding Timetable - ref: page 12)

(*exhibit 1.2.1.1c - ref: Bid No: 96/139/WLTEC – one page document*)

(1.2.1.2) Documentary evidence pertaining to the conduct of the Chief Executive of West London Training and Enterprise Council in his “**Bid Document**” to the Government Office for London, **(exhibit 1.2.1.2) ref: WLTEC – Bid Proforma Document**

(1.2.1.3) Documentary evidence relating to the **support for the project** as outlined by the Chief Executive and others **acting for - and in collaboration** with the Chief Executive of West London Training and enterprise Council, - **(exhibit - 1.2.1.3 - ref: various letters of support for the project)**

(1.3.0.0) **EXPERT FINANCIAL ASSESSMENT**

(1.3.0.1) Documentary **expert summary** evidence from the records supplied by **Companies House** relating to the conduct of the financial affairs of West London Training and Enterprise Council under the stewardship of the Chief Executive – Dr Phil Blackburn, - **(exhibit 1.3.0.1)**

(1.3.0.2) Documentary **expert summary** relating to the **financial affairs** of the “**Main Consultant**” as obtained from Companies House, - **(exhibit - 1.3.0.2)**

(1.3.0.3) Documentary evidence in the form of an **Expert Financial Assessment** of the financial relationship and business between – the Chief Executive of “**West London Training and Enterprise Council**, – Dr Phil Blackburn and the Managing Director **I. T. Skills Forum** , Ms Meenu Vora – as obtained from **Companies House**, **(exhibit - 1.3.0.3)**

(1.3.0.4) *The information relating to these persons is presented without prejudice to the legal rights of either person – however the information is presented as a method by which certain statements, correspondence, actions and the facts may be clarified and verified in accordance with the **Overriding Objective of Justice** as outlined in (CPR - 1.1).*

(1.4.0.0) THE PARTICULARS RELATING TO SPECIFIC EVENTS

(1.4.0.1) The Claimant first made contact with the Defendants on or about **(June-1995)** as a result of advertisements by the Defendants and other sources, and made clear his desire to start his own business and his intention to secure government assistance for his project,

(1.4.0.2) In **Dec – 1995**, as a direct result of continuing discussions between the Claimant and

Mr Jeff Taylor, in his capacity as **Enterprise Link Manager** for the Defendants, the Claimant presented Mr Jeff Taylor with a copy of his proposal

(exhibit 1.4.0.2)

for his comments with regards to its acceptability as a project suitable for government funding,

(1.4.0.3) As a direct result the discussions relating to this specific project - Mr Jeff Taylor – replied in a detailed fax – sent to the Claimant on **(08-Dec-1996)** - ***(exhibit 1.4.0.2)***

(1.4.0.4) Between the **(15-June-1995)** and **(05-June-1996)**, the Claimant had **weekly meetings** and discussions with the Defendants - who encouraged the Claimant both verbally and in writing to pursue his objective of starting his own business. ***(exhibit 1.4.0.4) - letters from WLTEC***

(1.4.0.5) Concurrently, the Claimant also had discussions with **Mr Jeff St Paul** – General Manger of the West London Enterprise Agency – the main service delivery agency of West London Training and Enterprise Agency. ***(exhibit 1.4.0.5) - letters from WLEA***

(1.4.0.6) The Claimant also had discussions with **Mr John Murray** – in his capacity of **Business Development Director** of West London Training and Enterprise Council – ***(corroborative exhibit 1.5.6) dated 06th April 2001***

(1.4.0.7) The Defendants finally **entered into a contract between the Defendants and the Claimant**

on

(06-March-1996),

the terms and conditions of the contract included the following pre-conditions; ***(exhibit 1.4.0.7) – letter from Jeff Taylor relating to handing over Business Plan***

(1.5.0.0) LAW OF CONTRACT

(1.5.0.1) The Claimant has relied on **The Law of Contract for England and Wales** in his submissions, vis-à-vis that the Defendants by way of various communications **in writing**, - **in person**, by **fax** and other means Intended to conclude a contract with the Claimant – and in effect did conclude such a contract.

(exhibit – 1.5.0.0) - LAW OF CONTRACT DOCUMENT FOR ENGLAND AND WALES

- section 1.1.1.2*** - ***intention to create legal relations***
- section 1.1.2*** - ***Commercial agreements***
- section 1.1.2.1*** - ***Continuance of offers***
- section 1.1.2.2*** - ***Communication of offers***
- section 1.1.3*** - ***Acceptance***
- section 1.1.5*** - ***Consideration***
- section 1.1.5.1*** - ***Performance of an existing duty***
- section 2.1*** - ***The incorporation of terms***
- section 2.2*** - ***Statement of the parties***
- section 2.5.2*** - ***The common law “rules”***
- section 3.2*** - ***The nature of misrepresentation***
- section 3.3.1*** - ***Fraudulent misrepresentation***
- section 5.1.1*** - ***Expectation of loss***
- section 5.1.2*** - ***Measure of damages***
- section 5.1.3*** - ***Time for assessment of loss***
- section 5.1.4*** - ***Reliance interest***
- section 5.1.5*** - ***Consequential losses***

(1.5.0.2) The Claimant wishes to put before the court – the fact that the Defendants demanded both verbally and in writing –

that before the Defendants could assist the Claimant,

the Claimant is required to hand over his **business and marketing plans** as a pre-condition to receiving the required assistance from the Defendants – the Claimant therefore regard these actions by the Defendants as proof of constituting acceptance by the Defendants under the Law of Contract.

(exhibit 1.3.0.2) -(letter from Jeff Taylor dated, 06-Jun-1996)
(letter from Jeff Taylor dated, 06-Mar-1996)
(letter from Sophie Hanaford dated, 23-May-1996)
(letter from Jeff Taylor dated, 5-Jun-1996)
(letter to Dr Phil Blackburn dated, July-1996)
(letter from Nicola Brentnall – PA to Dr Phil Blackburn – dated, 03-Sep-1996)
(letter from Dr Phil Blackburn dated, 16-Sep-1996)
(letter from Robert Kyle dated, 08-Oct-1996)

(1.5.0.3) Documentary evidence in the form of the West London Training and Enterprise Council main "**Bid Document**"
(exhibit 1.5.0.3) - ref: Main Bid Document

(1.5.0.4) Documentary evidence in the form of correspondence between the Chief Executive of West London Training and Enterprise Council – and third parties - letters of support on the **(06th and 07th June 1996)**
(exhibit 1.5.0.4) -

(1.5.0.5) Documentary evidence relating to SRB bid deadline and the last date on which bids must be submitted.
(exhibit 1.5.0.5 - Bid Timetable Document)

(1.5.0.6) The Relationship between the Defendants and third parties
(exhibit 1.5.0.6 - (West London Training and Enterprise Council – Management Structure)

(1.5.0.7) The Claimant wishes to put before the court – that in effect – under the **Law of Contract,** -
a commercial agreement was in place and therefore a contract under the law - did exist between the Defendants and the Claimant.
(exhibit 1.5.0.7 – (section 1.1.1.2 to 5.1.5)

- (1.5.0.8) The Claimant also wishes to put before the court the fact that – under the procedures outlined in the **TEC Operating Manual** –
- (exhibit 1.2.0)* from the Secretary of State – the Defendants did have a duty to assist the Claimant as part of their **Operating Objectives**, as laid down by the Secretary of State – TEC Operating Manual – *(exhibit 1.2.0) Section2, sub-section 100, sub-section (d), para. (I, ii, iii),*
- (1.5.0.9) The Defendants – stated categorically – in their **Bid Proposal and Bid Document** that the funds requested was meant specifically to address one of the **main issues** stipulated in:-
- (exhibit - 1.3.8a) - TEC Operating - Manual*
(exhibit - 1.3.8b) - Partners in Regeneration- Manual
- (i.e.) that of providing services to the un-employed and to assist those who wished to become **Self-Employment of Minority groups**,
- (exhibit 1.3.8a) the Bid Proforma*
(exhibit 1.3.8b) the Main Bid Document
- (1.5.1.0) The Defendants were well aware that the Claimant satisfied the condition of being un-employed for the relevant period of time and wished to start his own business and therefore was fully conscious of the implications of their actions,
- (1.5.1.1) The Claimant wishes to impress upon the court – that based on the evidence, the actions of the Defendants were deliberately designed **to deceive all concerned** in general and in particular **to deprive the Claimant of his business**, a task that they achieved – these acts by the Defendants are forbidden by various laws,
- (1.5.1.2) The Defendants as an agency – set by government to provides services for persons such as the Claimant – were well aware of their special responsibilities to the Claimant – as laid down in *(exhibit 1.4.1a and 1.4.1b)* and which they stated so categorically in their Bid Document to the Government Office for London, *(exhibit 1.4.1c and 1.4.1d)*
- (1.5.1.3) The Defendants – failed to comply with the own undertaking in; *(exhibit 1.4.2a - 1.4.2b – 1.4.2c and 1.4.2d)* with regards to the Claimant and were fully conscious of the consequences to the Claimant as a result of this failure on their part,
- (1.5.1.4) The Defendants were fully conscious of their actions at all times and equally conscious of the effect that their actions would have on the Claimant,

(1.6.0.0) THE SPECIFIC CONDITIONS OF THE CONTRACT ARE AS FOLLOWS:-

(1.6.0.1) The Claimant is required by the Defendants to join the Defendants **Business Start-up Program**,

(1.6.0.2) The Claimant is required to provide the Defendants with a copy of the Claimant's **Business Plans** - **Marketing Plans** and **other documents** relating to his intended business,

(1.6.0.3) The Claimant is required to have the sum of **£15,000** from his own funds which would be retained by the Claimant but earmarked as part of his business start-up costs, this sum was required as a pre-condition that would enable the Claimant to apply to join the **Government's Loan Guarantee Scheme**, from which the Claimant could expect to obtain a loan of **£30,000**.

(1.6.0.4) The terms and conditions as stipulated by the Defendants were that if the Claimant met the pre-conditions stated above, the Defendants agrees to provide the Claimant with all the necessary financial support, mentoring support and entrepreneurial training support, plus any other support required by the Claimant to **start and maintain his own business**.

(1.6.0.5) The Claimant as is customary - when dealing with government agencies in such matters, anticipated that the Defendants – being a government agency – setup to assist persons such as the Claimant - would observe the **Law of Contract**, - and the **Law of Copyright**,

(1.6.0.6) Equally the Claimant anticipated that he Defendants by their ensuing actions - were in acting accordance with their statutory duty **as an agent set up by Government** to provide such support to persons such as the Claimant.
(exhibit 1.5.6a, - TEC Operating Manual - para,)
(exhibit 1.5.6b, Partners in Regeneration - para,)

(1.6.0.7) The Defendants by contracting with the Claimant is equally subject to:-

(a), the **Law of Confidentiality**, vis-à-vis - not releasing to any third parties in part or in whole any details of the Claimant's business and marketing plans and/or business proposals, - or any other documents entrusted to the Defendants by the Claimant.

(b), and by not using the said documents in part or in whole for its own purposes.

(1.7.0.0) SUPPORTING EVIDENCE

- (1.7.0.1)** The Claimant's statement of case aims to show and demonstrate that:-
The document submitted by the Defendants as their "**Bid Document**" to the **Government Office for London** – was conceived by the Claimant and included Information provided by the Claimant to the Defendants in the Claimants – "**Proposal for an Integrated Business Support Centre**" - (*exhibit – 1.6.1*)
the Claimants - "**Business and Marketing Plans**" - (*exhibit – 1.6.1a*)
the Claimants – "**Research Information**" - (*exhibit - 1.6.1b*)
- (1.7.0.2)** The Claimant through his investigations - has discovered that the Chief Executive of West London Training and Enterprise Council – and others, namely the "**Main Consultant**" to the project, was actively involved and actively practiced wide scale deception in his acquisition of support for this project and in the presentation of documents to the Government Office for London,
- (1.7.0.3)** The Claimant can demonstrate that – the Chief Executive of West London Training and Enterprise Council – was actively involved and actively colluded with a third party (i.e.): the **Main Consultant, Ms Menu Vora**- to facilitate this deception, (*exhibit - 1.6.3*) – various letters of support for the project -
- (1.7.0.4)** The Claimant can demonstrate – that, the Chief Executive of West London Training and Enterprise Council – utilised the contents of documents supplied by the Claimant to the Defendants, in whole and in part, in his bid to the Government Office for London - an institution who subsequently awarded the defendants a contract in (3) phases - to the sum of **£1.76(m) million** pounds.
- (1.7.0.5)** By way of evidence of the actions of the Chief Executive of West London Training and Enterprise Council - The Claimant wishes to put before court – documents obtained from **Companies House** – these documents contain the facts that the third party acted as the **Main Consultant** to the project being envisaged by the Defendants, the documents presented - being the Annual Reports and Annual Returns of the "Third Party" mentioned previously, - (*exhibit - 1.7.0.5*) -

(1.7.0.6) By so doing, the Claimant also aim to demonstrate to the court that – (a) the third party was set up by the Defendants (b) the third party had no in-depth knowledge of the subject in question vis-à-vis the provision of **Information Technology Services** and (c) could not have provided the services for which it claims competence.

(1.7.0.7) That the Claimant’s current position – vis-à-vis unemployment, lack of means and dire financial status is not due to (1) poor judgement, (2) misfortune, (3) an accident – but is directly attributable to and a direct result of – the actions of the Defendants – vis-à-vis - the Chief Executive of West London Training and Enterprise Council.

(1.7.0.8) The Claimant also wishes to put before the court the facts that – although the Defendants are in **Members Voluntary Liquidation**, this was a policy decreed by the Government,

(a) the assets that resulted from the actions of the Defendants against the Claimant had previously been transferred to another company – (i.e.) **Business Link London West** before the liquidation came into effect.

(b) The assets transferred by the Defendants to the other company has served both to provide **employment** and **generate substantial revenues** since its inception in (1997) – to the present time.

(1.8.0.0) **THE CLAIMANT**

aims to show and demonstrate that:-

(1.8.0.1) The Defendants did not possess the required detailed knowledge that;

(a) would have allowed them to embark on such a project before contact with the Claimant –

(b) there is no evidence to show that the Defendants intended to embark on such a project before (**September 1996**) - after the Claimant had written a letter of complaint regarding the lack of agreed business start-up support that was promised by the Defendants to the Claimant.

(1.8.0.2) The **Main Consultant** to the project had no IT knowledge that would enable her to act as consultant or provide advise on such a project.

- (1.8.0.3) The **Main Consultant** made annual returns and annual accounts to Companies House between (1995 and 1998) that were highly questionable and as a direct result was advised by Companies House to cease trading in 1998,
- (1.8.0.4) The **Main Consultant** made dubious statements in support of the proposed project to the Government Office for London – in her pledge of £1,482(m) million pounds.
- (1.8.0.5) The Main Consultant acting with the knowledge and support of the Chief Executive – actively solicited support for this project by;
- (a) compiling a letter of support for the project,
 - (b) contacting others by phone requesting the required support,
 - (c) faxing the letter to these persons with the objective that
 - (d) they sign and fax the letter back to the Defendants or in some cases send the letter by post
 - (d) this was then presented by the Defendants as proof of support for the project by persons from the business and academic community.
- (exhibit - 1.8.0.5) - the contents and date of the letters of support)*
- (1.8.0.6) The Claimant wishes to draw attention to the fact that this process adopted by the **Main Consultant**, acting in consort with and behalf of the Defendants (i.e.) the Chief Executive Dr Phil Blackburn - was possible due to the nature of the position of West London Training and enterprise Council in general and the Chief Executive in particular.
- (1.8.0.7) The Claimant wishes to put forward the hypothesis that the parties from whom the **Main Consultant** and the Defendants obtained the letters of support for the project – were at no time aware of such a project - before the date on which the telephone call – requesting support for the project – was made.
- (1.8.0.8) The **Main Consultant** to the proposed project had inadequate IT knowledge that would qualify her to act as consultant or provide advise on such a project.
- (1.8.0.9) The relevant documents involved and the relevant dates during which these correspondence and communications took place between the **Main Consultant, the Defendants, the Chief Executive and others** - and the main supporters of the project are contained in
(exhibit – 1.8.0.9)

(1.9.0.0) THE DEFENDANTS MODUS OPERANDI

(1.9.0.1) At all material times the Defendants carried on business as a “Training and Enterprise Council”, an agency set up by Government, whose primary function was the provision of financial, training, and other business support functions to small firms, and/or Male and/or Female individuals such as the Claimant, who wished to start their own businesses. – **(exhibit - 1.9.0.1)**

(1.9.0.2) In reliance on and induced by the weekly meetings, discussions and representations offered by the Defendants the Claimant agreed to comply with all the of stipulated conditions and statements made by the Defendants by signing the documents presented by the Defendants, the Claimant also started proceedings to effect the sale of his house and to put its contents in storage, in order to comply with section 1c above, thereafter the Claimant was totally dependent on the actions of the Defendants who then proceeded to provide the Claimant with some – but not all of the support services under the agreed terms of the contract.

(1.9.0.3) Further or in the alternative, before, during and at the particular times of the contract, the Claimant made clear to the Defendants expressly in writing, verbally by telephone and by fax communications and in weekly meetings with the Defendants, his desire to start his own business and the sources of his funds, that would allow him, the Claimant to meet the conditions as set out by the Defendants in **(exhibit - 1.9.0.3)**

(1.9.0.4) Relates to the original proposal, developed by the Claimant **exhibit (1.06)**, and Communicated to the Defendants – in 1995) – the specific comments by Mr Jeff Taylor, Business Development Director of West London Training and enterprise Council – in a letter to the Claimant - dated (xx-xx-1995) - **exhibit – 1.9.0.4)**

(1.9.0.5) Relates to various correspondence between

The **Main Consultant** had no in-depth knowledge of **(I.T.) Information Technology** and as a direct result of this lack of knowledge, could not have provided the services alluded to in her correspondence with the Chief Executive of West London Training and Enterprise Council.

(exhibit - 1.9.0.5a), *IT Skills Forum Annual Reports and Annual Returns – (1996 – 1998) inclusive.*

(exhibit - 1.9.0.5b), *letter from the Main Consultant to Dr Phil Blackburn dated (20-Sep-1996).*

(2.0.0.0) THE MAIN CONSULTANT

- (2.0.0.1)** The Claimant wishes to draw the court's attention to the fact - that at no time between 1995 and 1998), in her statements to Companies House did the **Main Consultant** - in various reports to Companies House - inferred or indicated that the **Main Consultant** -
- (1)** had any specialist knowledge, or
 - (2)** provided IT knowledge based services to others for a fee to third parties –
 - (3)** or had previously – prior to the inception of her company IT Skills Forum - provided any such services to other companies.
- (2.0.0.2)** The Claimant stipulates that – unless such information was given or had somehow been acquired by the **Main Consultant** between - (July 1996 to September 1996), the information referred to in her correspondence with the Chief Executive, between the dates were fictitious.
- (2.0.0.3)** There is no evidence to suggest that the Main Consultant was in any way involved in such a project before those dates. – **exhibit - 1.9.3)**
- (2.0.0.4)** The amount of £1.482(m) pledged by the **Main Consultant** to the Chief Executive as part of the private sector support for the proposed project is wholly fictitious - - **exhibit (1.9.4), letter from the Main Consultant to Dr Phil Blackburn – dated (20-Sep-1996)**
- (2.0.0.5)** Relates to documents supplied by the **Main Consultant (I.T. SKILLS FORUM – Managing Director – Ms Meenu Vora)** to **Companies House** in her annual returns statement as Chief Executive of IT Skills Forum.
- (2.0.0.6)** The Annual Return statements includes the periods between the dates 1995 – 1998), the inception of the company IT Skills Forum and the forced closure of the firm IT Skills Forum by Companies House in 1998, these documents outline in detail the financial and business relationship between the Defendants and this **Main Consultant**.
- (2.0.0.7)** The consultant's Annual Returns to Companies House for 1995 - includes the statement by the **Main Consultant** - that the defendant had established the **Main Consultant's** consultancy practice by way of a **Goodwill** sum of £94,906 - plus other sums.
- (2.0.0.8)** The Annual Returns over the period (1995 to 1998) reports that the **Main Consultant** generated revenues of approximately £2.3(m) million pounds – these amounts were declared as revenues by the efforts of two **(2)** persons between the period (1995 to 1998) – **(exhibit 2.0.0.8) - IT Skills Forum - Annual Reports and Annual Returns - Summary)**

- (2.0.0.9) The Annual Returns states that in the final year of its existence – the **Main Consultant** generated revenues of £886,000 – stated as payments received from its provision of (IT) consultancy services to companies – in this final year the consultant also reported expenses totalling £886,000.
- (2.0.1.0) The **Main Consultant** – in a letter of support to Dr Phil Blackburn – then Chief executive of West London Training and Enterprise Council - in his bid for £1.76(m) million of ESF funds to start his project – pledged a sum of £1.43(m) million – this being a sum equivalent to the “Match Funding Equivalent” a statutory requirement by the funding bodies to come to a positive decision regarding all bids submitted.
- (2.0.1.1) Correspondence between the **Main Consultant** and the Chief Executive of West London Training and Enterprise Council –Dr Phil Blackburn – dated (1996) (**exhibit (2.0.1)**)
- (2.0.1.2) Correspondence between the **Main Consultant** and various third parties who were asked by the **Main Consultant** and members of West London Training and Enterprise Council to support the new project in writing, by fax and by the pledging of funds . – dated (xx - September - 1996) - (**exhibit 2.0.1.2**)
- (2.0.1.3) Correspondence between the Claimant and various **Management Personnel** employed by West London Training and Enterprise Council to provide start-up business advice and counselling to individuals - (dated 1995 to 1996) - **exhibit – 2.0.1.3**)
- (2.0.1.4) Correspondence between the Chief Executive of West London Training and Enterprise Council and the **Government Office for London**, – these correspondence relates to:-
- (1) declaration of interest by the Defendants,
 - (2) the proposal summary - with attendant comment from the recipient
 - (3) the bid document relating to the proposed new project to be set up by West London Training and enterprise Council dated (1996) (**exhibit - 2.0.1.4**)
- (2.0.1.5) Correspondence between the **Main Contractor** – **Mr John Kirkham** – Managing Director of Wave Technologies - and West London Training and Enterprise Council – dated (02-Sep-1996) - (**exhibit – 2.0.1.5**)
- (2.0.1.6) The Claimant wishes to draw the court's attention to the facts - that – the actions of deliberate non-co-operation and lack of information pursued since (1997) by the **GOVERNMENT OFFICE FOR LONDON** – is designed to be extremely generous, supportive, preferential and rewarding to the Defendants WEST LONDON TRAINING & ENTERPRISE COUNCIL Ltd – in general - and – **Dr Phil Blackburn** in particular
- While at the same time their actions is designed to be:-
- Extremely prejudicial, harmful and detrimental to the Claimant,

(2.0.1.7)

The Claimant also wishes to point out that – there appear to be a special relationship in existence between – on the one hand "THE GOVERNMENT OFFICE FOR LONDON" and on the other hand Dr Phil Blackburn and to this regard – the Claimant wishes to draw the court's attention to a handwritten comment on the pro-forma submitted by Dr Phil Blackburn to the **Government Office For London..**
(exhibit 2.0.1.7)

t

(3.0.0.0) CONCLUSION

(3.0.0.1) The Claimant concludes his Statement of Case by asking the court to look closely at all the relevant documentary evidence presented,

- correspondence between the Defendants and the Claimant,
- independent witness statements in support of the Claimant,
- correspondence between the Claimant and various government departments,
- correspondence between the Defendants and various Third Parties

The Claimant is of the view that he has established the **Necessary Proof** that;

- (a) he did possess such **Equity** - in the form of his "**Integrated Multi-Media Business Training Centre**" business proposal,
- (b) his business and marketing plans as outlined in his claim,
- (c) **prior** to his contacts with the Defendants, West London Training and Enterprise Council,
- (d) and that West London Training and Enterprise Council, did, contrary to various laws subsequently utilised such documents to secure funds to develop a similar project as outlined in the Claimant' documents for their benefit to the detriment of the Claimant.

(3.0.0.2) Based on the bona fide of the **Main Consultant** to **Dr Phil Blackburn, Ms Meenu Vora**, the fact that despite detailed reports to Companies House.

- No mention was ever made of her involvement in producing either research materials or general consultancy or any other consultancy involving the use of "**Multi-Media Training**" for Small to Medium Enterprises.
- The **Job Description** she gave herself while **Managing Director** of "**IT SKILLS FORUM**" as "**Desk Researcher**" equally does not contain any such references.
- The **Transfer of Assets** to the value of **£335,203** from **West London Training and Enterprise Council** to "**IT SKILLS FORUM**" is questionable.
(*Ref. : - IT SKILLS FORUM" 1996 Annual Reports*)
- Articles allegedly written by "**Ms Meenu Vora**" were equally spurious, none was based on any form of research, but based instead on comments made by other persons with whom she ha made contact.
- Despite prolonged and detailed search, the Claimant can find no evidence that Ms Meenu Vora had any IT skills that would merit the revenues generated over the lifetime of her company "**IT SKILL FORUM**"
(*Ref.: - IT SKILLS FORUM – 1996 to 1998 inclusive*)
- No mention is made of her skills as an **IT Consultant** in the **Annual Reports** and **Annual Returns** lodged with companies House over the relevant period

- The amount of revenues attributed to “**Members Subscriptions**” in these accounts and reports could not have been possible for the following reasons:-
- (a) “IT SKILLS FORUM” in its brief history - comprising of **two (2) persons** was incapable of producing anything of value that would be equivalent to the alleged subscription fee income.
- (b) There has never been, nor are there in existence a similar **forum** in the UK, which depends on financial subscriptions from members, with only two employees that is capable of generating an income of between **(£115,00 and £343,259)** per year.
- (c) The Claimant will not speculate on how “**IT SKILLS FORUM**” through an employee level that never exceeded two persons and who had no **saleable assets** could generate such large amounts over such a short time span **(1994 to 1998)**.

(3.0.0.3) The Claimant is of the view that;

- under the Law of Contract of England and Wales (1988), there was indeed a contract in existence – between the Defendants and the Claimant,
 - And that the Defendants did deliberately and with malice aforethought - violate such contract for their own benefit and the benefit of others,
 - That as a direct result of such unlawful acts, the Claimant has suffered catastrophe loss and deprivation of his business, livelihood and independent means of existence,
 - That
- (a) The Claimant is of the view that he has established the bona fide of his case under UK Law, namely, that he did have a contract with the Defendants:-

WEST LONDON TRAINING AND ENTERPRISE COUNCIL

and

- (b) Among the objectives of this contract were the performance of certain tasks, vis-à-vis, providing all the assistance required by the Claimant - that would allow him to set up his
- "Integrated Multi-Media Business Training Centre",**
- (c) The correspondence from **WEST LONDON TRAINING AND ENTERPRISE COUNCIL** verify the verbal assurances given at the time, that this was the main objective of such a contract.

(3.0.0.4)

GOVERNMENT INVOLVEMENT

The Claimant wishes to remind the court of the following additional facts which have a direct bearing on the events of this case, these are as follows:-

- The government established the policy - that they the government intended to provide assistance for individuals who wished to enter the labour market by becoming self-employed,
- The went on to implemented this policy by setting up Training and Enterprise Councils throughout the UK,
- These Training and Enterprise Councils were specifically charged with assisting un-employed individuals who wished to start their own businesses,
- The government removed access to Legal Aid – except in special circumstances – these special circumstances did not and does not include legal aid to pursue civil proceedings in the courts,
- The government had a direct responsibility for the Training and Enterprise Councils,
- The Claimant has approached various government departments – with the objective of obtaining a satisfactory solution to the problems arising as a direct result of the actions pursued by Dr Phil Blackburn – Chief Executive of West London Training and Enterprise Council and others under his direct control,
- Without exception – all such approaches have failed – with the result that the Claimant has suffered additional financial loss, needlessly for a prolonged period of time,
- The government is directly responsible for the Government Office for London,
- The government department concerned have failed or declined to take any action in the regards to complaints brought by the Claimant against government funded agencies or companies charged with providing services which is publicly funded,
- The Claimant is permanently exposed to these agencies, - since he does not have the means to exploit his creations and all attempts at obtaining support – result in being advised to make contact with these agencies,
- The Claimant has therefore found himself in a permanently revolving door – a (catch 22) situation – in which, only the passing of his life will remedy.

(3.0.0.5) GOVERNMENT OFFICE FOR LONDON

The Claimant wishes to put before the court the following - that the Government Office for London

- Failed to adequately supervise the activities of the Defendants,
- Failed to investigate the many and varied complaints against the Defendants by the Claimant,
- Has been and continue to be - deliberately obstructive and un-helpful in its various dealings with the Claimant's complaint,
- deliberately protected the interests of the Defendants to the detriment of the Claimant, by refusing to:
 - (a)** not fully co-operating with the Claimant, which resulted in the Claimant being unable to provide the required evidence against the Defendants in (1997, 1998) that at the material time would have resulted in the Claimant being able to prove his case to the Legal Aid Commission and therefore obtain legal aid.
 - (b)** not providing the required Bid Document which contains the material evidence
- Accepted SRB Bid Documents from the Defendants, namely Dr Phil Blackburn, without due and proper scrutiny or consideration of its contents in flagrant disregard to their own rules and regulations and to the detriment of the Claimant,
- The Claimant and his partner London College of Further Education - had previously submitted funding requirement proposal for his Integrated Multi-Media Business Centre proposals to the Government Office for London in (1996) and was un-successful.

(4.0.0.0) THE CLAIMANT'S - PARTICULARS OF LOSS

The Defendants by their actions;

(4.0.0.1) Are in **Breach of Contract**, having failed to **honour all of the terms and conditions of the contract as agreed** at the material times, namely to provide all required assistance to enable the Claimant to start his own business,

These action by the Defendants of using the Claimant's documents to obtaining public funds to set up a similar project in competition with the Claimant

The Defendants in the person of Dr Phil Blackburn was aware of the consequences of his actions and deliberately by his actions deliberately induced a Breach of Contract to the detriment of the Claimant.

The actions of the Defendants, namely Dr Phil Blackburn induced others in his employment to subscribe to this Breach of Contract, and to falsify statements made in support of his efforts vis-à-vis to secure £1.76m pounds sterling from the Government Office for London,

All subsequent actions by the Defendants were extremely prejudicial and resulted in an adverse and detrimental effect on the success of the Claimants business prospects

Ref.: Law of Contract

(4.0.0.2) Are in **Breach of Confidence**, under the accepted formula for breach of confidence set out in **(Coco v. Clarke)**, namely, whether the information that is, or is about to be, used or disclosed:

- a) is intrinsically confidential: e.g., a fresh idea or something that is not commonly known,
- b) has been communicated or acquired confidentially, i.e., where a reasonable recipient would know that confidentiality was intended or expected,
- c) is, or has been, used or disclosed by the confidant without authority to the detriment of the confider.

Ref.: Coco v AN Clark (Engineers) Ltd [1968] FSR 415; [1969] RPC 41

Ref.: (Lord Denning - MR 1967) -

The law on this subject does not depend on any implied contract. It depends on the broad principle of equity that he who received information in confidence shall not take unfair advantage of it.)

Ref.:- (Seager vs Copydex Limited 1967)

Ref.:-

- *Prince Albert v Strange [1849] 1 Mac & G 25*
- *Camelot Group plc v Centaur Communications Ltd [1998] EMLR 1*
- *Spencer v UK (Application No 28851 16/1/98) ECHR*
- *Saltman Engineering Co. Ltd v Campbell Engineering Co. Ltd (1948) 65 RPC 203*
- *There is no formal requirements as to what information may be considered to be confidential.*
- *The information may be oral, written, tangible, intangible, words, pictures, numbers or diagrams*

(.4.0.0.3) THE SPRINGBOARD PRINCIPLE

- *The person who has obtained information in confidence is not to be allowed to use it as a springboard for activities detrimental to the person who made the confidential information.*

(4.0.0.4) THE OBLIGATION OF CONFIDENCE

- *Information will be given in situations which impose an obligation of confidence where there is a relationship between the 2 parties which would lead a reasonable man to conclude that the information should be kept secret.*

(4.0.0.5) Are also in **Breach of Copyright** under the **Copyright, Designs and Patent Act (1988)**, by their actions of:

- a) passing on the contents of the Claimant's business plans and other documents, in part or in whole to third parties,
 - b) making use of such information as contained in the Claimant's Business Proposal, and Business and Marketing Plans for their benefit to the detriment of the Claimant,
- *(ref.: (CDP act of 1988), - under the section(s): -*
 - *(Moral Rights of Authors)*
 - *(Entrepreneurs and Authors)*
 - *(Market Power and Individual Works)*

(4.0.0.6) The Defendants by their actions of utilising the contents of the said documents, in part or in whole, provided to them by the Claimant in confidence, in their tender document to the Government Office for London to secure funds of £1.76m), are in breach of copyright,

- (4.0.0.7)** The Defendants by their actions of utilising in part or in whole the Claimant's business plans and other documents, in the building of a similar facility as described to them in confidence by the Claimant, are in breach of confidence,
- (4.0.0.8)** The Defendants by their actions and the induced actions of others under their control, relinquished and/or disregarded or was negligent in their duty of care to the Claimant, which as a direct result, contributed to the Claimant's losses,
- (4.0.0.9)** By the direct actions of the Defendants and as a direct consequence of the breaches of the terms and conditions set out by the Defendants and as laid out above, resulted in the Claimant:-
- (a)** suffering the total collapse of the Claimant's business,
 - (b)** suffering a total loss of income and forced on rely solely on social security for his survival,
 - (c)** has become destitute due to this loss,
- (4.0.1.3)** These losses have resulted in the Claimant suffering extreme deprivation due to a total loss of all visible means of support by way of employment and/or income,
- (4.0.1.4)** The Claimant being 60 years of age at the time the claim was first lodged with the courts, has suffered further losses due to the fact that employment opportunities for persons of such age range is minimal, the Claimant has become permanently unemployed and has remained in this position since 1997 through no fault of his own and despite various and continued efforts find employment.

(5.0.0.0) THE DEFENDANTS BY REASON AND BY FACT

By reason and fact that

(5.0.0.1) The Defendants position was that of an agency, created by Government, whose objective included the provision and support for persons who intended to become self-employed,

(5.0.0.2) The Defendants had stated both publicly and in writing that they provided such assistance to include "**Ethnic Minority**" persons who intended to become **Self-Employed**,

(5.0.0.3) this was Government policy and initiative,

(5.0.0.4) the Claimant had received full encouragement from the Defendants for his intended self-employment project for a period from the early part of (1995 to September-1996), a period of more than twelve months - prior to the acceptance of contract terms offered by the Defendants,

(5.0.0.5) At all **material times** the Defendants had made clear both verbally and in writing that they would provide the required support to the Claimant.

(5.0.0.6) The facts stated above resulted in the Claimant putting **great faith** in both in;

(a) the **verbal and the written promises and statements** of the Defendants and

(b) in the terms and conditions of the contract offered by the Defendants.

(5.0.0.7) The Claimant having taken all **reasonable precautions** to safeguard his business was un-inclined to consider the possibility that an agency set up by government to provide such services as deemed necessary to support the Claimant – would instead - have his business taken over by the Defendants and presented as their own creation – to the total detriment of the Claimant,

(5.0.0.8) **As direct result of the actions** of the Defendants the Claimant was not able to start or operate his business as intended under the conditions of the contract, this resulted in failure of the Claimant's business venture, the Claimant subsequently suffered total loss of his business, damage to his person and his well being, due to fact that he was evicted from both from his place of business and his home:-

(5.0.0.9) Failed to provide the level of support promised to the Claimant, which resulted in failure of the Claimants business project,

(5.0.1.0) Utilised the Claimant's business **proposal, business and marketing plans** and other documents which had been previously handed over to the Defendants in confidence - for their own use, contrary to the implied terms and **conditions of confidentiality, the law of copyright** and the **law of contract**.

(5.1.0.0) **RESTITUTION AND UNJUST ENRICHMENT**

(5.1.0.1) Restitution and he essential feature of this breach of law, distinguishes it from the other main branches.

Restitution is not concerned with damages, or compensation for breach of contract, or for torts, but with remedies for what, if not remedied, would constitute an unjust benefit or advantage to the defendant at the expense of the plaintiff.

Hence (to state the matter very broadly) an action for restitution is not primarily based on loss to the plaintiff but on benefit which is enjoyed by the defendant at the cost of the plaintiff, and which it is unjust for the defendant to retain.

(5.1.0.2) The law of **unjust enrichment** is the law of legally reversible enrichment.

A person who has been unjustly enriched at the expense of another is required to make restitution to the other.

Ref.: (s1) - Restatement of Unjust Enrichment

Ref;:(Lord Wright) -

(Restitution Past Present and Future -Cornish, Nolan, O'Sullivan, Virgo - 1988)

(5.2.0.0) **THEFT OF GOODS ACT 1978**

(5.2.0.1) The Claimant wishes to put to the court that under the (**Theft of Goods Act of 1998**), his goods, namely his business was illegally appropriated by the Defendants, this resulted in

"A person is guilty of theft if he dishonestly appropriates property belonging to another with the intention of permanently depriving the other of it"; and 'thief' and 'steal' shall be construed accordingly.

(ref.: Appropriation – Theft of Goods Act 1998)

(5.2.0.2) "Any assumption by a person of the rights of an owner amounts to an appropriation, and this includes, where he has come into property (innocently or not) without stealing it, any later assumption of a right to it by keeping or dealing with it as owner".

"the assumption by a person of any of the rights of an owner in property amounts to appropriation of the property" (***ref.: House of Lords***)

"The Theft Act -Three principles of interpretation" - [1974]

(ref.: - (Crim. LR 701, R. Brazier)

(5.3.0.0) NEGLIGENCE AND DUTY F CARE

(5.3.0.1) The Claimant wishes to put before the court the suggestion that the Defendants failed to exercise their "**Duty of Care**" responsibilities in their dealings with the Claimant, based on the nature of the relationship between the Defendants and the Claimant,

(5.3.0.2) The **Benchmark Test** for this assumption is as follows: -

- (1)** Is the careless infliction, by act or omission, of this kind harm on this type of plaintiff by this type of person recognised by law as remediable?.
- (2)** Was the defendants conduct in the given situation careless ?. I.e. did it fall short of the standard, and come within the scope, set by law?.
- (3)** Was it reasonably foreseeable that the defendant's carelessness would have inflicted on the plaintiff the kind of harm of which he complains ?.
- (4)** Was it the defendant's conduct that caused the plaintiff's damage ?. If the answers are in the affirmative, the defendant is liable in negligence.

Ref.: Letter from the defendant's chief executive - 10-September-1996

(5.4.0.0) ABUSE OF POWER

(5.4.0.1) The Claimant submit that the Defendants, namely, Dr Phil Blackburn in his position as Chief Executive of West London Training and Enterprise Council severely abused his power, his position and his influence, and furthermore he ignored the harm that his actions was likely to have on the Claimant, vis-à-vis absolute ruin through a total loss of his business and the benefits thereof.

(5.4.0.2) The Claimant further submit that, the Defendants, namely Dr Phil Blackburn in his position as Chief Executive of West London Training and Enterprise Council willfully and deliberately and with malice aforethought by his actions, and using his position deprived the Claimant, namely **Beauford Lloyd Sewell** of his rightful ownership of his business, thereby causing total financial collapse, loss of income and extreme hardship, the Claimant being subsequently forced to live on social security benefits for several years, due to lack of adequate means of support.

(5.4.0.3) The Claimant further submit that the Defendants, namely Dr Phil Blackburn in his capacity as Chief Executive of West London Training and Enterprise Council deceived the Claimant in his correspondence with the Claimant , vis-à-vis (the letter to B. L. Sewell, dated September 10th 1996), Dr Blackburn disregarded his responsibilities as a director of a publicly funded company, and has perpetrated acts which were illegal, further he has through his power, position and influence induced others to be a party to his illegal to;- **(a)** deprive the Claimant of his rightful business and **(b)** secure public funds,

(5.4.0.4) The Claimant submit that the Defendants, namely Dr Phil Blackburn knowingly:-

- a)** acquired the confidential information belonging to the Claimant
- b)** illegally used this confidential information for his own use
- c)** illegally allowed this confidential information to be passed to others

so that it could be used to secure **ESF of £1.76m** pounds sterling the detriment of the Claimant

(5.4.0.5) The claim by the Defendants that the Claimant's confidential documents had been losted further add weight to the Claimant's submission that he was deliberately deceived by the Defendants, in general and Dr Phil Blackburn in particular, acting in his capacity of Chief Executive and employer of the others involved in the deceit.

(5.4.0.5) The Claimant further submit that one of the **main parties** to these illegal acts – was the Main Consultant – Chief Executive of IT Skills Forum – **Ms Meenu Vora**, who, although willingly gave the impression that she was an independent company – was in fact set-up by Dr Phil Blackburn utilising public funds,

(5.4.0.6) The Main Consultant in her capacity of independent consultant was a party to the deceitful practices of Dr Phil Blackburn – in that she accepted the letters of would be supporters of the project, in the full knowledge that they had not seen any proposal relating to the project as was required under the terms of the "**Partners in Regeneration**" document, these letters were either dictated or faxed to the would be supporter – who then either faxed the letter to Ms Meenu Vora or other employees of the Defendants,

(6.0.0.0) VICARIOUS LIABILITY

(6.0.0.1) The Claimant submits that the Defendants have a Vicarious Liability to the Claimant as follows;-

- a) The system whereby the Employer is responsible for the torts of its employees, committed during the course of his or her employment)
- b) The principle of placing liability on the employer as well the individual tortfeasor is justified by the concept of loss distribution.

(Ref.:- Atiyah, Vicarious Liability in the Law of Tort, 1967)

(7.0.0.0) PROTECTION OF UNDISCLOSED INFORMATION

(7.0.0.1) TRIPS AGREEMENT

Infringement of Copyright and Moral Right - (CPDA 1988)

- *Ownership of original work*
- *Misappropriation*
- *Subconscious copying*
- *Indirect copying*
- *Substantial taking*

**(ref.: Article 39 Trade related aspect of Intellectual Property Rights
(A Negotiation History - Ross and Wasserman - 1986 - 1992)**

(7.0.0.2) In respect of **Breach of Copyright** – the Claimant is entitled the proceeds acquired by the Defendants – this being the sum total derived from the exploitation of the Claimant's Business Proposal and Business Plans by the Defendants to the detriment of the Claimant.

(7.0.0.3) In respect of **Intellectual Property Rights** are private rights, it includes a collection of rights and as such they enable the owner to obtain capital or income by:-

(7.0.0.4) Definition of Intellectual Property

is designed to encourage the publication or use of inventions, designs, and other (protected materials) by providing legal protection to enable the owner to control their publication.

(7.0.0.5) The owner has the right to:

- a)** Apply the protected materials him/her/self.
- b)** License his intellectual property rights in the protected materials to others, either exclusively or non-exclusively.
- c)** Assign the rights to others.

The Defendants by their actions denied to the Claimant full access to his intellectual property,

(8.0.0.0) WEST LONDON TRAINING AND ENTERPRISE COUNCIL

(8.0.0.1) falls under the description of **Special Government Department**, since they were established by the **Department of Trade and Industry** expressly to perform certain functions, Among the responsibilities were the specific responsibilities of assisting groups or individuals such as the Claimant - who wish to become self-employed,

(8.0.0.2) The Claimant there wishes to submit that

West London Training and Enterprise Council

have a "**Fiduciary Duty**" in its dealing with the Claimant,

(9.0.0.0) THE CLAIMANT loss & damages page 35 below

(9.0.0.1) The Claimant claims **(a)** financial compensation based on the fact that the Claimant had spent several years beginning in (1993) developing his proposal and business plans, prior to making contact with the Defendants,

(9.0.0.2) The profit forecast of his business venture had been certified as sound by his accountant with a profit forecast of £172,000 in 1997, being the first year of operations,

(9.0.0.3) Financial losses incurred as a direct result of the loss of the Claimants business, these losses materialised as a direct result of the Claimant satisfying the conditions set by the Defendants in section

(9.0.0.4) Financial compensation due to loss of income from his business from the date – **03-March-1997** to the present.

(9.0.0.5) The Claimant further seeks **Restitution** on account that:

- a)** the actions of the Defendants were not only deliberate but designed to cause maximum hardship and deprivation to the Claimant
- b)** despite prolonged and concerted efforts by the Claimant, the Defendants have not sought to compensate or remedy the huge losses and deprivation suffered by the Claimant
- c)** the lack of an effective remedy since (1997) constitute an unjust benefit or advantage to the Defendants at the expense of the Claimant
(ref;: Lord Wright) - (Restitution Past Present and Future -Cornish, Nolan, O'Sullivan, Virgo - 1988)

(10.0.0.0) PARTICULARS OF LOSS AND DAMAGE

(10.0.0.1) Loss of business generated income for five years 1997 – the present;-

- a) Financial loss of income estimated @ **£36,000 per year** - £252,000
- b) Consequential loss resulting from the loss of personal income for the same period estimated @ **£30,000 per year** - £210,000

(10.0.0.2) In respect of **Breach of Confidence** and **Breach of Trust** - the Claimant is entitled under the law to interest pursuant to **s69 of the County Court Act** at such rates and for such a period as the court considers satisfies the objective of justice.

- *it is not essential for confidential information to be in writing or other permanent form*
- *it is essential for the information to 'have at least some attractiveness to an end user and be capable of being realised as an actuality, in the sense of a finished product in the relevant medium. This does not preclude simple confidential information'. . . . vagueness and simplicity are not the same'.*
- *A trade or industry practice of treating an idea as confidential information was a significant part of the result in Fraser.*

(ref.: De Maudsley v Palumbo [1996] FSR 447)

(10.0.0.3) *Lord Greene MR said that it was information which was not common knowledge and which must have the necessary quality of confidence about it.*
(ref.: Lord Greene - (MR) Master of the Roles, Saltman v Campbell)

(10.0.0.4) Conditions for finding breach of confidence

- *the information has the necessary quality of confidence*
- *the information has been imparted in circumstances importing an obligation of confidence and*
- *there is an unauthorised use of the information to the detriment of the original communicator of the information.*

(10.0.0.5) Fiduciary Duty

The law on this subject does not depend on any implied contract. It depends on the broad principle of equity that he who received information in confidence shall not take unfair advantage of it.)

(ref.: (Lord Denning - MR - Seager vs Copydex Limited 1967)

AND THE CLAIMANT CLAIMS

- (1) Damages of £462,000
- (2) Proceeds derived by the Defendants since September 1997
- (3) Interest pursuant to section s69 of the County Court Act 1984.

Dated: 30/12/17

STATEMENT OF TRUTH

I believe that the information included in this Statement of Case are true.

Signed: *Beauford Lloyd Sewell*

The claimant represents himself and will accept service of the proceedings at the following address: -
B. L. Sewell, 16 Westdene Meadows, Cranleigh, Surrey GU6 8UJ.

To The Defendants

To the Court Manager