



## David Casement Q.C.

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Call 1992  
Silk 2008

### Personal

Also at Serle Court, Lincoln's Inn

Area of Law:

Chancery and Commercial Litigation

Call: 1992 Middle Temple

1997 King's Inns, Dublin

2007 Northern Ireland Bar

Education: MA (Oxon.) – St Hugh's College, Oxford

Inns of Court School of Law, London

Part-time judge – Recorder (Crown Court and County Court): 2005

ADR Accredited Mediator: 2006

Sport Dispute Resolution Panel of Arbitrators – Chairpersons List: 2009

### Practice

All aspects of Chancery and Commercial litigation are undertaken to provide an effective approach to litigation. In particular this includes:

Company law and insolvency;

Professional negligence (surveyors, accountants, lawyers);

Banking and all aspects of securities;

Commercial landlord and tenant;

Technology and construction disputes;

Entertainment, Media and Sports Law;

Contractual disputes including sale of goods, restraint of trade and confidentiality agreements.

## Examples of Recent Cases

In 2010 representing a large multi-national pursuing claims against a key employee for large scale civil fraud over a prolonged period and involving asset tracing in England and France.

*Davenham Trust v Homegold Limited and Costello* (2009) LTL 23 October 2009 – instructed by a second tier lender to enforce securities where the issues included analysis of the principal obligor clauses in a guarantee and whether the contractual increase in the interest following default was void as a penalty.

*CEP v Steni* (2009) LTL 15 October 2009 – instructed for the claimants in the respect of the alleged unlawful termination of an exclusive, international distribution agreement. The case raised issues as to the validity of default notices and the obligations under an “all reasonable endeavours clause”.

*Aqua Design & Play International Ltd Liquidation* (2005-2009) – instructed by the liquidator in a wrongful trading case against de facto and alleged shadow directors where the issues included the applicability of principles of causation and foreseeability in limiting recoverable losses.

*Shaw v API and others* – LTL 11 June 2008 – successfully defended a claim for alleged breach of confidentiality and fraud brought against members of a management-buy-out team. The case raised the important questions as to the quality of the information that was said to be confidential.

*Bracegirdle v All Facility Services Limited* (2008) – s994 shareholder’s petition, derivative claims and personal claims involving alleged breaches of fiduciary duties, shareholder agreements and statutory obligations. The case raised the issues concerning the “no conflict rule” and the diversion of corporate opportunities and assets.

*Pen Associates (Europe) Limited v Cardpoint Services Limited* (2008) – instructed to defend a member of Link (UK’s national cash interchange network) in respect of a claim for £7 million for breach of contract in the supply of connectivity to the Link network.

*Team Associate Limited v Micah Richards* (2007) – instructed by a premiership footballer to defend arbitration proceedings brought by a former agent.

*Stretford v The Football Association Limited* – Times 13 April 2007 – the claimant was the subject of disciplinary proceedings by The FA which were contended to be contrary to public policy and a breach of the immunity of a witness in legal proceedings as well as being wrong in law. The claimant contended that the appropriate venue for challenge was the court irrespective of the existence of an arbitration clause.

*Proform Sports Management Limited v Proactive Sports Management Limited* [2007] 1 All ER 542 – an important case concerning the voidability of Wayne Rooney’s contract of representation with an agent and the liability of a third party for inducing breach of a voidable contract. The case is a leading case on minors’ contracts.

*Baybut v Eccle Riggs Country Park Limited* – Times, 13 November 2006 – instructed to defend a class action brought by licensees of a caravan park alleging unlawful early termination of their licenses. The case raised important issues regarding the effect of the Unfair Terms in Consumer Contracts Regulations 1999 on implied terms.

*C plc v P (Attorney General and Home Secretary Intervening)* [2006] Ch 549 – instructed by P to defend claim to privilege against self-incrimination in the context of a search order in intellectual property proceedings. The case is a landmark decision in respect of the scope of the privilege against self-incrimination and the relationship between precedent under domestic law and the Human Rights Act.

*Green Corns Limited v (1) Claverley Group plc (2) Express & Star Limited* [2005] EMLR 31 – instructed by the claimant to obtain an injunction to restrain a newspaper for publishing private information including addresses. This is an important case on the breach of confidentiality and misuse of information and in particular the ultimate test between Article 8 and Article 10 ECHR.

*Fitzgerald v Robinson* (2005) – instructed by the executrix and beneficiary in a trust case involving fraud and asset tracing in the UK, Isle of Man and Cyprus against a trustee. The case included co-ordinated

actions in different jurisdictions against fiduciaries, banks and corporate service providers – search orders at a multiple premises – world freezing injunctions and examinations on affidavits.

*Robin Clayton Partnership bankruptcy* (2005) – instructed by the trustee in bankruptcy of three architects to set aside transactions defrauding creditors entered into 20 years prior to bankruptcy. The case involved tracing assets in UK, Saudi Arabia and Spain.

*Sterling Travel Insurance Liquidation* (2003) – instructed by the Liquidator in the alleged “smash and grab” fraud by the director committed just prior to liquidation. The case involved a world wide freezing injunction, asset tracing and numerous transaction avoidance proceedings.

*Pickfords Limited v Celestica Limited* (2003) LTL – instructed by the UK subsidiary of a large multi-national to defend a claim based upon what the Court of Appeal concluded was an erroneous analysis of the principles of counter-offer and revocation in contract.

*Union Music Limited v Russell Watson* [2003] 1 BCLC 453 – instructed by Union Music in respect of a claim against Russell Watson for breach of contract. The case raised an important question as to the power of a court to order an extraordinary general meeting of shareholders to consider a resolution where the majority of the board were opposed to such a meeting and resolution.

*Union Music Limited v Russell Watson* [2002] LTL – instructed by Union Music in respect of a claim against Russell Watson for breach of contract. The Court of Appeal considered the true nature of common election in respect of an application to strike out which depended upon an agreement that was said to be voidable.

*Larvin v Phoenix Office Supplies Limited* [2002] 2 BCLC 556 (company law dispute – unfair prejudice against majority shareholders).

*Reimbold v English, DJ Withers (Farms) Limited v Ambic Equipment Limited* [2002] 1 WLR 2409 (Court of Appeal – landmark decision on Article 6 ECHR and the extent of a judge's obligation to give reasons).