



On behalf of the Claimant  
Statement of  
Statement No: 1  
Made this 1st day of May 2009

**IN THE (XXXXXX) COUNTY COURT  
B E T W E E N:**

**CLAIM NO:**

**Lloyd Sewell**

**Claimant**

**And**

**Patricia Anne Mc Neil**

**Defendants**

**WITNESS STATEMENT**

**OF**

**Beauford Lloyd Sewell**

I, Beauford Lloyd Sewell Director of "Tendering for Contracts Training Ltd" . of: 23 Elmbridge Road, Cranleigh, Surrey, GU6 8NH.

The matters to which I refer to in the statement are known to me personally; inclusive with this statement is a bundle of documents I refer to within my statement.

1. "Tendering for Contracts Training Ltd" (Claimant) was introduced to the "Ms McNeil" (Defendant) by email correspondence from a third party "Mark Hayes-Green" who approached "Tendering for Contracts Training Ltd" (Claimant) with regard to its training programme – the third party intended to become a reseller of training programme.

**Exhibit: 1, 2, 3**

2. Negotiation took place prior to a contract being drawn up , “Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil Ltd” (Claimant ) spoke with Ms McNeil (Defendant ) by telephone and had other communications by email.

“Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil” (Claimant) discussed his project in detail and “Ms McNeil” (Defendant ) replied that she was an expert in such projects.

**Exhibit: 9, 12, 15**

3:“McNeil” (Defendant) subsequently sent detailed curriculum vitae to my “Lloyd Sewell of “Tendering for Contracts Training Ltd” (Claimant) and on this evidence further discussion took place between Claimant and Defendant. **“Exhibit 11”**

3: “Ms McNeil” (Defendant) subsequently sent “Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil Ltd” (Claimant) a proposal – outlining how the project would be completed , how long this process would take and what costs were involved for the whole project. **“Exhibit 5”**

4: "McNeil" ( Defendant's) proposal stipulated that she was extremely busy and that if "Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil" (Claimant) was serious about her doing his project and completing the project on time (3 months), then Claimant should pay up-front a deposit of 25% of the project costs.

**Exhibit: 6, 9**

5: "McNeil " (Defendant) proposal stipulated that at the end of the 1<sup>st</sup> phase of the project "McNeil " (Defendant) would complete certain aspects of the project and present these to "Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil" (Claimant) and on acceptance of the 1<sup>st</sup> phase as complete, Defendant would then proceed to the 2<sup>nd</sup> phase of the project. **Exhibit 5, 6**

6: On completion of the 2<sup>nd</sup> phase of the project, the project acceptance process would be repeated – "McNeil " (Defendant ) would then proceed with the 3<sup>rd</sup> stage – and finally after acceptance by "Tendering for Contracts Training Ltd" (Claimant) Defendant would proceed to the final stage.

**Exhibit: 5**

7: "McNeil's " (Defendant) fees with the exception of the initial deposit would be paid on the acceptance by "Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth

Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil" (Claimant ) of the relevant stages of the project.

**Exhibit: 6, 12**

8: "Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil" (Claimant) agreed to Mcneils (Defendant) proposal and sent a cheque by registered post to "Mcneil " (Defendant)

**Exhibit 1**

9: Acceptance of the contract and payment of 25% deposit was made on October 15<sup>th</sup> 2005 McNeil (Defendant) was paid £2875, 00 by cheque, cheque number 100005 "**Exhibit 1**" as the deposit for the project as stipulated in Defendant's contract document dated, 15-Oct-2005. "**Exhibit 5**"

10: "Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil" (Claimant) confirms that no part of the proposed project was ever completed by Defendant under the terms of the contract.

11: Having accepted payment from (Claimant) "Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil", and send a receipt by email, "**Exhibit 6, 7, 12**" Defendant subsequently informed

Claimant that she was going into hospital for an operation and at a later date, "McNeil" (Defendant) further informed Claimant that she was going to France for a holiday. "Exhibit ..."

12: " McNeil " (Defendant) also at about this time requested a meeting with her associate – this meeting took place at Edinburgh Airport "**Exhibit 4**"

McNeil (Defendant )introduced her associate as an expert and the person who would actually do the work – after "McNeil " ( Defendant ) had designed the project.

**Exhibit: 13**

13: "Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil" (Claimant) requested from Defendant's associate - details of his previous projects or similar work done with references, McNeil " (Defendant) replied that these would be put in the post.

**Exhibit: 13**

14: Subsequently "Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil" (Claimant) received a proposal from Defendant's associate with an attached fee of £12,250 for the project.

**Exhibit: 9**

15: "Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil" (Claimant) was dismayed by this proposal and requested clarification from "McNeil " (Defendant ) her response replied that she was only doing part of the project and that her associate was doing the other half.

**Exhibit: 9, 13**

16: When "Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil" (Claimant) demanded her associates provide suitable references before signing another contract - "Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil" (Claimant) was told that it would not be possible – since all the work done by her associate was done under conditions of "secrecy" and could not be disclosed to third parties.

**Exhibit: 9**

17: "Intellectual Property Theft 101 by : Dr Phil Blackburn : VJ Amin : Jeff Taylor: Ruth Brothwell : Debasish Sen : Richard Hall : Southampton EIC : Menu Vora: UK Government : Business Support Agencies : Federatrion of Small Business : Patricia Anne McNeil" (Claimant) refused to sign a new contract with Defendant's associate and "McNeil" (Defendant) subsequently sent "Tendering for Contracts Training Ltd" (Claimant) c a letter – terminating the contract – with immediate effect "**Exhibit 10**",

Request for return the 25% deposit was refused .

**STATEMENT OF TRUTH**

**I believe that the facts stated in this witness statement are true**

Signed  \_\_\_\_\_

**Full Name** Lloyd Sewell

**Dated:** 01/05/09