

MARTIN BUDWORTH

Year of call: 1999

Clerked by: Harry Young Paul Clarke

AREAS OF EXPERTISE:

Banking & Finance Dispute Resolution Employment Sport



Dispute Resolution

Martin has regular instructions in most areas including banking, shareholder and partner disputes, business sale warranties, directors' duties and disqualification, confidential information, passing off, insurance and commercial torts. A significant element of contentious work involves urgent interim relief applications, delivery-up orders, freezing injunctions and search and seizure orders.

Significant reported cases

FCFM v Ken Downing & The Astbury Group

Injunction restraining calling in a £7.5m bridging loan financing a multi-million golf course and hotel development. Application centred around international royalties' agreements given as security (applicant Mr Downing being the former lead guitarist with the band Judas Priest). Opposing Counsel Patrick Goodall QC, Fountain Court.

<https://www.thetimes.co.uk/article/kk-downing-s-astbury-golf-dream-ends-as-a-shot-in-the-dark-ntlslsnjv>

Broomhead v Royal Bank of Scotland

£15m banking claim where Claimant alleges that the bank reneged on a promise to maintain his facility, causing catastrophic business losses.

Fons HF v (1) Pillar Securitisation SARL (2) Bracken Investments Ltd

Acting for Icelandic liquidator in £14m claim for alleged misappropriation of shares in Hamleys toy stores taken as security for debt after the collapse of the Icelandic banks.

Bendalls v Exova

International Court of Arbitration dispute arising from defective testing on an installation at a nuclear facility in the USA.

Harewood International v Unique Forwarding

Dispute between importer and freight forwarder re: products being shipped from China. Issue of unlawful lien being exercised. 10 day High Court trial

Seaga Intl v (1) Apollo VS Ltd (2) Rawding

22 day trial on a claim for an account based on an unravelling of 5 year commercial distribution agreement together with claim against a director on a personal guarantee.

Lucas Fettes v Centric & ors

Mercantile Court trial on breach of fiduciary duty / conspiracy re solicitation of clients to competitor. £800k claim.

Lazo Properties v Finestone Properties

Competing claims to title of valuable development site. The Chief Land Registrar joined the proceedings as intervener on his own initiative because of the importance of the case.

Yong Lian Yinshua Hao Cai Ltd & anr v Print Chem & ors

Large intellectual property case re theft of secret chemical formulations

RCP v Stockport MBC

Representing local authority in large-scale litigation over commercial operation and status of occupation of three prime site car parks

Other reported cases:

James Andrew Robinson v P.E. Jones (Contractors) Ltd. [2011] 3 WLR 815 : [2011]BLR 206 : 134 Con LR 26 : [2011] 1 EGLR 111 : (2011) 27 Const LJ 145 : [2011]CILL 2972 : [2011] 4 EG 100 (CS) : [2012] QB 44

A seminal, law-textbook Court of Appeal case on crossover liability in contract/tort. Where one party to a contract owed the other a contractual duty of care, there was no automatic assumption of an identical duty of care in tort. Whether or not the doctrine of assumption of responsibility could be applied to building contracts so as to give rise to tortious liability for pure economic loss arising from a latent defect depended on the relationship and dealings between the parties; a contractual clause that expressly excluded tortious liability satisfied the requirement of reasonableness under the Unfair Contract Terms Act 1977

ASE PLC & anor v Kendrick & ors [2014] EWHC 2171 (QB)(Lewis J)

An interim injunction preventing an employee from competing for six months with his former employer, a company in the automotive industry, was granted where that employee had held significant responsibility for nurturing and fostering clients, which was vital information in the industry. An injunction sought by a partnership related to that company to enforce a non-solicitation clause in respect of another employee was refused where it sought to restrict soliciting of the company's clients, whereas the partnership contract was limited to those of the partnership's.

Gavin Edmondson Solicitors Ltd v Haven Insurance Co Ltd. [2014] EWHC 3062 (QB)

An insurer had not acted unlawfully when making settlement offers directly to claimants in low-value personal injury claims arising from road traffic accidents, notwithstanding conditional fee agreements entered into by the claimants with a firm of solicitors.

Anthony McGill v Sports & Entertainment Media Group & 8 ors [2014] EWHC 3000 (QB) QBD (Merc) (Manchester) (Judge Waksman QC)

Claim brought by a football agent excluded from a transfer at the last minute.

Mark Cooper v Bank of Scotland PLC [2013] EWHC 4645 (Ch)

Relief from sanctions application in a high value banking claim.

Dennis Hobson v Patrick Magee (T/A Team Magee) [2012] EWCA Civ 116 CA (Civ Div) (Longmore LJ, Davis LJ, Sir David Keene)

A judge's overall conclusions, in an action concerning a failed joint venture for the arrangement of boxing matches, were properly open to him on the evidence. In particular, he was entitled to conclude that one of the parties had contracted as a principal.

Tinseltime Ltd v (1) Eryl Roberts (2) M & JT Davies (3) Denbighshire County Council (4) Welsh Assembly [2011] EWHC 1199 (TCC)

An employer was not liable in nuisance or negligence for damage caused to a neighbouring company's machinery by dust resulting from a sub-contractor's cutting of concrete blocks since that activity could not be regarded as exceptionally dangerous whatever precautions were taken.

Keith Harrison v Link Financial Ltd [2011] ECC 26 QBD (Merc) (Judge Chambers QC)

The court cancelled a borrower's debts after it found that the creditors had not only breached the Consumer Credit Act 1974 by not providing him with a copy of the terms and conditions and by giving him too short a deadline under a default notice, but had also harassed him over the debt.

R (on the application of Debt Free Direct Ltd) v Advertising Standards Authority Ltd[2007] EWHC 1337 (Admin) QBD (Admin) (Sullivan J) [2007] ACD 82

A without notice injunction granted to prevent publication of an adjudication that a television advertisement was misleading was discharged as it was inappropriate to restrain a public body from publishing its adjudication, and an application for judicial review of the adjudication was refused as there was an alternative effective remedy of internal review.

George Lavelle v Tracy Lavelle & ors [2004] EWCA Civ 223 CA (Civ Div) (Lord Phillips of Worth Matravers MR, May LJ, Jonathan Parker LJ) [2004] 2 FCR 418

Trial judge was correct to find that the evidence clearly showed no intention by the respondent to transfer property to the appellants by way of gift.

Barry Martin Parker v Laurence Stephen Snyder & ors [2003] EWCA Civ 488

Where a draft amended statement of case disclosed viable causes of action and was not so lacking in particularity as to be an abuse of process, the Court of Appeal reversed the judge's decision refusing permission to amend and striking out the claim.

Profile

Martin is a busy senior junior who has progressed to dealing with substantial pieces of litigation (often appearing alone against Queen's Counsel). Martin has been ranked consistently in the directories as a leading practitioner year on year since 2006. He served on the Attorney General's Panel of Counsel for five years. He carries a broad practice as detailed below. His established background in both commercial litigation and employment law makes him well suited to issues in the sports law field and he is nationally recognised for considerable experience in all aspects of sports law litigation and is ranked in Band 1 for the Regions by Chambers and Partners UK. He also sits as an arbitrator in sports disputes, appointed by Sport Resolutions. He has appeared in more than 30 reported / published cases.

"all that Mr Budworth has so ably submitted" Etherton MR in *Clearway v Miles Smith* [2016]EWCACiv1258

"I recognise the force of the contrary submissions put by Mr Budworth" Lewis J in *ASE plc v Kendrick* [2014]EWHC2171

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Areas of expertise

Banking & Finance

Dispute Resolution

Employment

Sport

Memberships

Inner Temple

British Association for Sport and the Law

Northern Circuit Commercial Bar Association

Appointments

Arbitrator for Sport Resolutions and the Football League

Qualifications

LLB (Dunelm)

Recommendations

Chambers UK 2019

"He is excellent with clients, impressive at cutting through issues to get to the key points and unflappable in court." "He is a go-to junior for sports matters in the North West - he's vastly experienced in the field, well liked by clients and quick at getting to the nub of the issue."

"He is astute, approachable and understands the sports industry" "Experienced, no-nonsense, pragmatic and a very client-focused adviser."

"Very knowledgeable and very commercial. He gives concise, targeted advice."

Legal 500 2019

"He is unfazed by challenges in cases."

"He gives good tactical and strategic advice to clients."

Chambers UK 2018

"He is very calm, good with clients and gets to the nub of cases very quickly." "He is very impressive in court and gives clear, pragmatic advice."

"First class and very commercial." "He made everything digestible, his advocacy was second to none and I think he pitched it perfectly."

Legal 500 2018

"A very bright innovative thinker."

"He is very client-friendly."

Chambers UK 2017

"He's technically bright, extremely pragmatic and excellent both on paper and in court." "He gets to the point very quickly and doesn't beat about the bush." "Good on his feet and calm under pressure."

"A real star and a sports nut who gets some great results for players."

Legal 500 2017

"A very bright and innovative thinker, who has the ability to be a real street fighter when required."

"Pragmatic and great on his feet."

