



Auktorisoidun kääntäjän tutkinto 11.11.2023

Kielet ja käännössuunta

englannista suomeen

Aihepiiri (aukt2)

laki ja hallinto

Käännöstehtävä

Käännettävä teksti on seuraavalla sivulla. Teksti on

Judgement by the High Court of Justice

Lähde: Baldwins (Ashby) Ltd v Maidstone [2011] EWHC B12 (Mercantile) (03 June 2011)
(bailii.org)

Käännöksen käyttötarkoitus:

Käännöstä käytetään vahingonkorvauskanteen käsittelyssä

Käännettävä teksti on lyhennetty alkuperäisestä tutkintoa varten, eikä siitä tehtyä käännöstä merkitä otteittaiseksi käännökseksi

Laadi käännös Suomen kääntäjien ja tulkkien liiton auktorisoidun kääntäjän ohjeiden mukaisesti. Nimeä käännös ja kirjoita vahvistuslauseke.

Huom! Älä kuitenkaan kirjoita käännökseen omaa nimeäsi, sillä käännös arvioidaan anonyymisti.

Käännettävän tekstin pituus 2006 merkkiä.

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION
BIRMINGHAM DISTRICT REGISTRY
MERCANTILE COURT

Introduction

1. This claim arises out of a bitter battle between firms of accountants over clients in Leicestershire. It began with an injunction being sought arising out of the sale of the Defendant's substantial practice to Claimant, his employment by them and his subsequent move with some of his clients to a rival firm called Charnwoods whose managing partner was Mr Barnett. The bona fides and truthfulness of all concerned has, regrettably, been called into question and this judgment will have to resolve that in determining the claim for damages.

2. The claim is for damages for breach of covenant of the share sale agreement dated 14th September 2007 whereby the Defendant sold his accountancy business in Ashby de la Zouch in Leicestershire to the Claimants for approximately £1m. The Claimant alleges that the Defendant breached a 3 year covenant in the agreement protecting the goodwill in the company by 'canvassing, soliciting or endeavouring to entice away' his former clients from them to a firm called Charnwoods in Loughborough where he commenced employment on 2nd November 2009. It identifies 7 such clients.

3. The Defendant accepts that a few of his former clients followed him to Charnwoods, where he legitimately commenced practising, but strenuously denies that he 'canvassed, solicited or enticed' them away. He, and indeed they, contend that it was their own independent decisions to move their custom for the various reasons given by them in their witness evidence, as summarised in the Defendant's Closing notes which have duly been taken into account as part of the following judicial forensic analysis of the evidence. /--/

CONCLUSION

135. Taking the above findings both separately and compendiously, it is my judgment that the Defendant acted in breach of clause 10.1.2 of the contract and that the Claimant has proved losses in accordance with the schedule served: a total of £31,875.