

AGREEMENT FOR SALE AND PURCHASE OF A BUSINESS

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

DATE: 19/7/2012 for S.N J.K.

VENDOR: Nyuk Yue & Nyuk Wan my.

PURCHASER: Jozsef Gabor Szekely & Samuel Raymond North and or Nominee

Address of Business premises: 16-24 Allen Street, Wellington Central

Description of Business (subclause 1.1(4)): Malaysian Restaurant

Name of Business: Satay Kampong

Tangible Assets: \$50,000

Intangible Assets: \$40,000

Stock in Trade: \$90,000

TOTAL PURCHASE PRICE: \$120,000

Deposit: \$15,000.00

50,000.00

30,000.00

2,000.00

82,000.00

15,000.00

plus GST, if any (clauses 12.0 and 13.0))

Deposit payment conditions:

See Clause 18.0

Possession Date (subclause 3.1): 3 sep. S.N J.K.

Possession Time (subclause 3.1):

GST Date (refer clauses 12.0 and 13.0):

Interest for late settlement: 14%

Maximum Percentage stock value adjustment (subclause 5.3): 20 %

Turnover Warranty (subclause 6.5):

\$ (excluding GST) covering the period from --- to ---

Vendor's assistance period (subclause 6.4(5)): Nil working days after possession

Vendor's restraint of trade (subclause 7.1): 1 year after the possession date within 1 Kilometres of the Premises

LEASE DETAILS

Landlord: See Clause 21.0

Commencement Date:

Present Rental: \$

Right(s) of Renewal (if any):

Rent Review Dates:

Date of Landlord's consent (subclause 8.2): 20 July 2012

Finance Condition

Lender: N/A

Amount required: \$ N/A

Finance Date (subclause 8.1): N/A

SALE BY:

Affiliated Business Consultants Limited
Level 3 Perpetual Trust House
111 Customhouse Quay
WELLINGTON
Manager: Richie Lowe
Salesperson: Benny Wang (021 158 5110)

Phone: 04 4991538

Fax: 04 4990434

Email: richiel@abcbusiness.co.nz

Licensed REAA 2008 MREINZ

It is agreed that the vendor sells and the purchaser purchases the business and takes an assignment of the lease of the premises (if any) on the terms set out above and in the general terms of sale and any further terms of sale and the schedules to this agreement.



COMPANIES

Form 3
Form version: June 2010

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faxed to 0508 266 736 (0508 CONSENT) or +64 9 913 4213.
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Consent of shareholder of proposed company

Section 12(1) Companies Act 1993

Name of proposed company

MUSE ON ALLEN LIMITED

Barcode (for office use)

50000402275

Proposed company number

3933441

Shareholder's full legal name

Jozsef Gabor SZEKELY

Shareholder's address

Unit 385, 233 Cuba Street
Te Aro
Wellington 6011
NZ

Number of shares held

70

I consent to act as shareholder of the above proposed company and to taking the number of shares specified.

Signature

IMPORTANT INFORMATION

Shareholders

- > A trust, whether expressed, implied or constructive, cannot be entered on the share register. Where, for example, shares are held by a family trust the name of the trustees must be entered individually as members of a share parcel.
- > Initials of the person's name are not allowed. The full legal name must be provided.
- > A postal address, private bag or DX number is not permitted for the shareholders address.
- > Only one person must complete this form. If the shares are held jointly with others then each shareholder must complete and sign their own form.
- > If the shareholder is a natural person, please give a residential address. If the shareholder is a body corporate, please give the address of its registered office or, if it does not have a registered office, the address of its principal place of business.
- > If this consent form has been signed by an agent, it must be accompanied by the instrument authorising the agent to sign it.

Completed by

Christopher PARKER (REGISTER A COMPANY)
Po Box 331083
Takapuna
Auckland 0740
NZEmail: certificates@registeracompany.co.nz

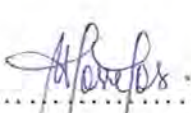
Phone: +64 800 726727

Fax: +64 800 726728

MUSE ON ALLEN PARTNERSHIP

	\$	%
Jozsef Szekely	65,000.00	63.2
Samuel North	10,000.00	9.7
Amabelle Torrejos	8,000.00	7.7
Malcolm & Debbie North	20,000.00	19.4

- Any partner wishing to sell must offer other partners first option on their shares.
- Further cash injection by partners will alter share %
- Any profit or losses will be paid for on % of partners

<u>NAME</u>	<u>SIGNED</u>	<u>DATE</u>
Jozsef Szekely		13/08/12
Samuel North		
Amabelle Torrejos		13/8/12
Malcolm & Debbie North		13/8/12 13-08-12



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Consent and certificate of director

Section 152 Companies Act 1993

Company name

MUSE ON ALLEN LIMITED

Barcode (for office use)

50000414607

Company number

3933441

Director's first name(s)

Debbie Vivien

Director's surname

NORTH

Director's residential
address

Unit 3, 35 Jessie Street
Te Aro
Wellington 6011
NZ

Date of appointment

27 July 2012

I consent to be a director of the above company and certify that I am not disqualified from being appointed or holding office as a director of a company.

Signature

DISQUALIFICATION DETAILS

Please ensure that you are not disqualified from being a director for this company before signing this consent form.

A person cannot be a director of a company if he or she is any of the following:

- under 18 years of age; or
- an undischarged bankrupt. Search the bankruptcy database online for free at www.insolvency.govt.nz; or
- prohibited from being a director or promoter of, or being concerned or taking part in the management of a company under any statutory provisions. This includes (but is not limited to) people who have been convicted of a crime involving dishonesty in the last five years or have been prohibited from managing a company by the Registrar of Companies. It also includes people who have been prohibited from being a director or promoter of, or being concerned or taking part in the management of, an overseas company under an order made, or notice given, under the law of a prescribed overseas jurisdiction (Australia) in accordance with section 151(2)(eb) of the Companies Act 1993; or
- subject to a property order under sections 30 or 31 of the Protection of Personal Property Rights Act 1988; or
- not eligible because of requirements contained in the company's constitution (if any).

A person who is not a natural person cannot be a director of a company.

For more information refer to sections 151 and 382 to 385 of the Companies Act 1993. View a copy of the Act online for free at www.legislation.govt.nz

Completed by

Debbie Vivien NORTH
Apt3
35 Jessie Street
Wellington 6011
NZ

Email: malc-debi@tra.co.nz

Phone: +64 94 3848112

Fax:



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Particulars Of Director

3933441 MUSE ON ALLEN LIMITED

Registration Date and Time	17 August 2012 14:59:02
Document Type	Particulars of Director
Presenter	Debbie Vivien NORTH
	Apt3
	35 Jessie Street
	Wellington 6011
	New Zealand

[New Director](#)

Debbie Vivien NORTH
Unit 3, 35 Jessie Street, Te Aro, Wellington, 6011, NZ
Date of Appointment: 27/07/2012

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Registered document

3933441 MUSE ON ALLEN LIMITED

Registration Date and Time	19 December 2012 16:40:49
Document Type	Particulars of Shareholding
Presenter	Samuel Raymond NORTH 385/233 Cuba Street Te Aro Wellington 6011 New Zealand

Share allocations

Amended Share Allocation

Previous:
70 Shares



Updated:
49 Shares

[Jozsef Gabor SZEKELY](#)

Unit 385, 233 Cuba Street, Te Aro, Wellington, 6011 , New Zealand

[Jozsef Gabor SZEKELY](#)

Unit 385, 233 Cuba Street, Te Aro, Wellington, 6011 , New Zealand

Amended Share Allocation

Previous:
30 Shares



Updated:
51 Shares

[Samuel Raymond NORTH](#)

Unit 385, 233 Cuba Street, Te Aro, Wellington, 6011 , New Zealand

[Samuel Raymond NORTH](#)

Unit 385, 233 Cuba Street, Te Aro, Wellington, 6011 , New Zealand

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COMPANIES ACT 1993

Form 9
Form version | June 2010

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Consent and certificate of director

Section 152 Companies Act 1993

Company name

MUSE ON ALLEN LIMITED

Barcode (for office use)

50000485541

Company number

3933441

Director's first name(s)

Malcolm Leslie

Director's surname

NORTH

Director's residential
address3/35 Jessie Street
Te Aro, Sol Apartments
Wellington 6011
NZ

Date of appointment

9 January 2013

I consent to be a director of the above company and certify that I am not disqualified from being appointed or holding office as a director of a company.

Signature

DISQUALIFICATION DETAILS

Please ensure that you are not disqualified from being a director for this company before signing this consent form.

A person cannot be a director of a company if he or she is any of the following:

- > under 18 years of age; or
- > an undischarged bankrupt. Search the bankruptcy database online for free at www.insolvency.govt.nz; or
- > prohibited from being a director or promoter of, or being concerned or taking part in the management of a company under any statutory provisions. This includes (but is not limited to) people who have been convicted of a crime involving dishonesty in the last five years or have been prohibited from managing a company by the Registrar of Companies. It also includes people who have been prohibited from being a director or promoter of, or being concerned or taking part in the management of, an overseas company under an order made, or notice given, under the law of a prescribed overseas jurisdiction (Australia) in accordance with section 151(2)(eb) of the Companies Act 1993; or
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- > not eligible because of requirements contained in the company's constitution (if any).

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For more information refer to sections 151 and 382 to 385 of the Companies Act 1993. View a copy of the Act online for free at www.legislation.govt.nz

Completed by

Samuel Raymond NORTH
385/233 Cuba Street
Te Aro
Wellington 6011
NZEmail: samuel_north@hotmail.com

Phone: +64 384 3031

Fax:



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Particulars Of Director

3933441 MUSE ON ALLEN LIMITED

Registration Date and Time	09 January 2013 14:10:13
Document Type	Particulars of Director
Presenter	Samuel Raymond NORTH
	385/233 Cuba Street
	Te Aro
	Wellington 6011
	New Zealand

[New Director](#)

Malcolm Leslie NORTH
3/35 Jessie Street, Te Aro, Sol Apartments, Wellington, 6011, NZ

Date of Appointment: 09/01/2013

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**SPECIAL MEETING TO DISCUSS REMOVAL OF DIRECTOR
JOZSEF GABOR SZEKELY ON MUSE ON ALLEN RESTAURANT AND BAR
HELD AT JESSIE STREET, WELLINGTON
AT 10.15PM ON 10 JANUARY 2013**

Present: Malcolm North, Debbie North, Samuel North – Directors Muse on Allen Restaurant and Bar

Agenda: Removal of Director Jozsef Gabor Szekely

Issues:

Mr Szekely threatened directors with defamation and slander accusations.

Mr Szekely threatening to lay an assault charge against Malcolm Leslie North after police had advised that there was no substance to Mr Szekely's complaint.

A lack of understanding of financial situation of business matters and putting directors, Malcolm Leslie North, Samuel Raymond North, Debbie Vivien North major shareholding at financial risk.

Implying directors are stealing money from restaurant.

Sharing confidential company information with a third party and without the permission of other directors.

Summary:

It was unanimously decided that Jozsef Gabor Szekely be removed immediately as a director from Companies Office to avoid further deterioration of the business.

Removed under section 135 Reckless trading (copy attached)

Removed under section 156 Removal of directors (copy attached)

Signed: Debbie Vivien North, Director 

Date: 10/1/2013



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Particulars Of Director

3933441 MUSE ON ALLEN LIMITED

Registration Date and Time	11 January 2013 12:48:36
Document Type	Particulars of Director
Presenter	Samuel Raymond NORTH
	385/233 Cuba Street
	Te Aro
	Wellington 6011
	New Zealand

[Ceased Director](#)

Jozsef Gabor SZEKELY
Unit 385, 233 Cuba Street, Te Aro, Wellington, 6011, NZ
Date ceased: 11/01/2013

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Registered document

3933441 MUSE ON ALLEN LIMITED

Registration Date and Time	24 February 2013 02:39:21
Document Type	Particulars of Shareholding
Presenter	Samuel Raymond NORTH 385/233 Cuba Street Te Aro Wellington 6011 New Zealand

Shareholders

Removed Shareholder

[Jozsef Gabor SZEKELY](#)

Unit 385, 233 Cuba Street, Te Aro, Wellington, 6011 , New Zealand

Share allocations

Amended Share Allocation

Previous:
49 Shares*Updated:*
[50 Shares](#)[Jozsef Gabor SZEKELY](#)

Unit 385, 233 Cuba Street, Te Aro, Wellington, 6011 , New Zealand

[Samuel Raymond NORTH](#)

Unit 385, 233 Cuba Street, Te Aro, Wellington, 6011 , New Zealand

Amended Share Allocation

Previous:
51 Shares*Updated:*
[50 Shares](#)[Samuel Raymond NORTH](#)

Unit 385, 233 Cuba Street, Te Aro, Wellington, 6011 , New Zealand

[Samuel Raymond NORTH](#)

Unit 385, 233 Cuba Street, Te Aro, Wellington, 6011 , New Zealand

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IN THE HIGH COURT OF NEW ZEALAND
WELLINGTON REGISTRY

CIV

Under s174 of the **COMPANIES ACT 1993**

In the matter of the Muse on Allen Restaurant

Between **JOZSEF GABOR SZEKELY**, of Wellington, Chef
Plaintiff

And **MUSE ON ALLEN LIMITED**, a duly incorporated company with its
registered office at 1a/30 Townsend Apartments, Te Aro,
Wellington, 6011
First Defendant

And **SAMUEL RAYMOND NORTH**, of Wellington, Chef
Second defendant

And **DEBBIE VIVIAN NORTH** of Wellington, Company Director
Third Defendant

And **MALCOLM LESLIE NORTH**, of Wellington
Fourth Defendant

STATEMENT OF CLAIM

29 November 2013

Duncan Cotterill
Solicitor acting: Aaron Sherriff / Nick
Laing
PO Box 10-376, Wellington

Phone +64 4 499 3280
Fax +64 4 499 3308
nick.laing@duncancotterill.com

NoC 19



1 dup
issued

The plaintiff, by its solicitor, says:-

Parties

- 1 The plaintiff resides in Wellington and is a chef.
- 2 The first defendant, Muse on Allen Limited (**Defendant Company**), is an incorporated company having its registered office at 1a/30 Townsend Apartments, Te Aro, Wellington, 6011, New Zealand. The Defendant Company carries on business trading as the Muse on Allen restaurant at 18/24 Allen St, Wellington.
- 3 The second defendant resides in Wellington and is a chef.
- 4 The third and fourth defendants reside in Wellington and are the second defendant's parents.

Background Facts

Overview

- 5 The plaintiff was the founding majority shareholder and one of two founding directors of the Defendant Company when the company was incorporated in July 2012.
- 6 The plaintiff is an experienced chef and, together with the second defendant, he designed the menu for the restaurant operated by the Defendant Company.
- 7 The plaintiff worked as the executive chef and also managed the day to day operations of the restaurant.
- 8 Over the course of two months between mid-December 2012 and mid-February 2013, the second, third and fourth defendants purported to reduce the plaintiff's shareholding, appoint another shareholder, and then remove the plaintiff as a director and shareholder, all without the plaintiff's knowledge or consent. The plaintiff was also excluded from the restaurant business operated by the Defendant Company.
- 9 The plaintiff says the second, third and fourth defendants have conducted the Defendant Company's affairs in a manner that is oppressive or unfairly discriminatory or unfairly prejudicial to him.

Incorporation of the Defendant Company

10 On 27 July 2012 the plaintiff and the second defendant incorporated the Defendant Company. On incorporation:-

10.1 100 ordinary shares were issued and allocated as follows:-

(a) Plaintiff: 70 shares; and

(b) Second defendant: 30 shares.

10.2 Two directors were appointed: the plaintiff and the second defendant.

11 At the same time, the plaintiff advanced \$65,000 to the Defendant Company. He also subsequently advanced further funds of approximately \$5,000 on a personal credit card during the period July to December 2012.

12 At the time of the Defendant Company's incorporation:-

12.1 No shareholders' agreement was entered into with the plaintiff; and

12.2 No constitution was adopted.

13 On 17 August 2013, the third defendant was appointed a director of the Defendant Company with effect from 27 July 2013. The third defendant is the second defendant's mother.

14 It was contemplated between the plaintiff and the second defendant that the third defendant would act as an alternate director for the second defendant in the operations of the Defendant Company. The plaintiff agreed to the appointment of the third defendant as a director of the Defendant Company on 17 August 2013 on this basis.

15 The Defendant Company entered into a lease agreement to lease the restaurant premises on 31 August 2012. The plaintiff and the second defendant both signed personal guarantees for the Defendant Company's obligations under the lease.

Transfer of the Plaintiff's Shares

16 On 19 December 2012:-

16.1 The second and third defendants decided to transfer shares held by the plaintiff in the Defendant Company to the second defendant.

- 16.2 The second defendant unilaterally amended the Companies Office records for the Defendant Company to record the transfer.
- 17 The plaintiff had no advance notice or knowledge of the share transfer.
- 18 The plaintiff did not consent to the share transfer.
- 19 The share transfer was not a valid transfer.
- 20 The transfer reduced the plaintiff's shareholding, and increased the second defendant's shareholding, in the Defendant Company as follows:-
- 20.1 Plaintiff - 49 shares; and
- 20.2 Second defendant – 51 shares.
- 21 As a result of the transfer, the plaintiff became a minority shareholder (to his detriment) and the second defendant became the majority shareholder.

Appointment of Fourth Defendant as a director

- 22 On 9 January 2013:-
- 22.1 The second and third defendants decided to appoint the fourth defendant as a director of the Defendant Company; and
- 22.2 The second defendant amended the Companies Office records for the Defendant Company to record the appointment. He also submitted the fourth defendant's director consent form.
- 23 The fourth defendant is the second defendant's father.
- 24 The plaintiff had no advance notice or knowledge of the appointment of the fourth defendant as a director.
- 25 The plaintiff did not consent to the appointment of the fourth defendant as a director.
- 26 The appointment of the fourth defendant as a director was not a valid appointment.

Removal of the Plaintiff as a Director

- 27 On 11 January 2013:-

- 27.1 The second, third and fourth defendants decided to remove the plaintiff as a director of the Defendant Company; and
- 27.2 The second defendant amended the Companies Office records for the Defendant Company to record the plaintiff ceasing to be a director.
- 28 The plaintiff had no advance notice or knowledge of his removal as a director.
- 29 The plaintiff did not consent to his removal as a director.
- 30 The removal of the plaintiff as a director was not a valid removal.
- 31 The plaintiff was also shut out and excluded from the Defendant Company from this time. In particular he was denied access to the restaurant premises including to work, and he was also denied access to his work email and his personal belongings at the premises.

Removal of the Plaintiff as a Shareholder

- 32 On or about 24 February 2013:-
- 32.1 The second defendant decided to remove the plaintiff as a shareholder of the Defendant Company; and
- 32.2 The second defendant amended the Companies Office records for the Defendant Company by:
- (a) Removing the plaintiff's shareholding; and
 - (b) Showing the second defendant as holding all 100 shares in the Defendant Company.
- 33 The plaintiff had no advance notice or knowledge of his removal as a shareholder.
- 34 The plaintiff did not consent to his removal as a shareholder.
- 35 The removal of the plaintiff as a shareholder was not a valid removal.

First Cause of Action: Oppressive, Unfairly Discriminatory or Unfairly Prejudicial Conduct

- 36 The plaintiff did not consent, by agreement or otherwise, to:-

- 36.1 The transfer of his shares on 19 December 2013 by the second and third defendants;
 - 36.2 The appointment of the fourth defendant as a director on 9 January 2013 by the second and third defendants;
 - 36.3 His removal as a director on 11 January 2013 by the second, third and fourth defendants; or
 - 36.4 His removal as a shareholder on 24 February 2013 by the second defendant.
- 37 Despite requests to do so, neither the second, third or fourth defendants have provided the plaintiff with documents recording their actions, including company or shareholder resolutions or director certificates.
- 38 The actions of the defendants:
- 38.1 Have adversely affected the plaintiff's interests and involvement in the Defendant Company;
 - 38.2 Were unilateral and unfair;
 - 38.3 Discriminated solely against the plaintiff;
 - 38.4 Departed from standards of fair dealing.
- 39 The affairs of the Defendant Company, and the actions of the Defendant Company, have been oppressive, unfairly discriminatory, or unfairly prejudicial to the plaintiff as a shareholder and director of the Defendant Company as a result of the defendants' acts.

Relief sought

- (a) A declaration that the actions of one, some or all the defendants have been oppressive, unfairly discriminatory, or unfairly prejudicial to the plaintiff;
- (b) An order requiring the plaintiff's shares in the Defendant Company be reinstated;
- (c) An order requiring one, some or all the defendants to acquire the shares originally held by the plaintiff in the Defendant Company at fair value;

- (d) An order requiring one, some or all the defendants to pay compensation to the plaintiff, in an amount to be quantified at or prior to trial, but including:-
- The value of the plaintiff's initial investment;
 - Loss of income;
 - Loss of opportunity; and/or
 - Damage to the plaintiff's reputation;
- (e) Setting aside the actions particularised at paragraphs 10 to 35 taken by the defendants;
- (f) Such alternative relief as the Court thinks fit;
- (g) Costs.

Second cause of action: Failure to comply with the Companies Act 1993

The plaintiff repeats paragraphs 1 to 39 above and says:-

Transfer of shares (s84 of the Act)

- 40 The Act allows for the transfer of shares in a company provided:-
- 40.1 a shareholder transferor delivers a signed form of transfer to the company;
- 40.2 the form of transfer is signed by the transferee; and
- 40.3 on receipt of the form of transfer, the company must forthwith enter the transferee as the holder of the shares in the company share register.
- 41 The plaintiff did not deliver a signed form of transfer to the Defendant Company to transfer 21 shares held in the Defendant Company to the second defendant.
- 42 Regardless of the plaintiff not delivering a signed form of transfer, or agreeing to the transfer of shares held, the second defendant transferred 21 of the plaintiff's shares to the second defendant on or about 19 December 2012.

- 43 On or about the same date, the plaintiff immediately called for a meeting to discuss the purported transfer.
- 44 The second, third and fourth defendants refused to attend the meeting or discuss the transfer.
- 45 The transfer of shares to the second defendant, and the subsequent recording of this transfer on the Companies Office register, was unlawful.

Appointment of fourth defendant as director (Schedule 3 of the Act)

- 46 The Act provides default rules for a company without a constitution to conduct meetings of the company's board of directors.
- 47 The Act requires at least two days' notice of a meeting of the board to be sent to every director of the company including notice of the date, time, place and the matters to be discussed (Schedule 3, (2)(2)).
- 48 The Act also provides that a meeting of the board may only be held where a number of the directors constituting a quorum (a majority of the directors) being assembled at the place, date, and time appointed for the meeting (Schedule 3, (3)(a) and (4)(1)). No business may be transacted at a meeting of directors if the quorum is not present ((Schedule 3, (4)(2)).
- 49 On or about 9 January 2013, the second and third defendant passed a resolution appointing the fourth defendant as a director of the Defendant Company.
- 50 No notice of a board meeting to discuss the appointment of the fourth defendant to the board of the Defendant Company was provided to the plaintiff.
- 51 The appointment of the fourth defendant as a director was unlawful in terms of the Act's requirements, and is accordingly invalid.

Removal of plaintiff as director (s156 of the Act)

- 52 The plaintiff repeats paragraphs 46 to 48 above.
- 53 The Act provides a director of a company may only be removed from office by ordinary resolution at a meeting called for the purpose of removing the director (s156(1)). A notice of meeting specifying the time and place of the meeting must be sent to every director of the company at least two days prior

to proposed meeting (Schedule 3, (2)(2)), and state the purpose of the meeting is the removal of the director (s156(2)).

54 On 11 January 2013 at around 5pm, the fourth defendant handed a letter to the plaintiff at the Defendant Company's premises.

55 The letter recorded minutes of a special meeting held the previous evening, where the removal of the plaintiff as a director of the Defendant Company was discussed and agreed in the absence of the plaintiff. The minutes recorded a resolution the plaintiff be removed as a director of the Defendant Company.

56 A copy of the minutes was pinned to the staff noticeboard by the fourth defendant.

57 The plaintiff enquired why he was not given notice of the meeting. The plaintiff was told by the fourth defendant his attendance at the meeting was neither necessary nor required.

58 The plaintiff was denied an opportunity to be heard at the proposed meeting.

59 The second, third and fourth defendants held the meeting, without the plaintiff, and summarily removed the plaintiff as a director.

60 Notice of the meeting, and any resolution passed at the meeting, did not comply with the Act's requirements, and accordingly the removal of the plaintiff as a director was unlawful.

Removal of plaintiff as shareholder

61 The plaintiff repeats paragraph 32 above.

62 The Act provides a company may only acquire its own shares (s58 of the Act) if expressly permitted by the company's constitution, and in accordance with the procedures set out in the Act.

63 Alternatively, the Act provides a procedure for a shareholder to require the company to purchase its shares (ss110 – 117 of the Act).

64 At no time did the Defendant Company resolve to purchase the plaintiff's shares.

65 At no time did the plaintiff require the Defendant Company to purchase the plaintiff's shares.

- 66 The plaintiff did not consent or agree to the transfer of the plaintiff's shares in the Defendant Company to the second defendant.
- 67 The summary transfer of the plaintiff's shares by the second defendant on or about 24 February 2013 is accordingly unlawful in terms of the Act.

Access to information

(a) Access to records (s178)

- 68 The Act requires shareholders of a company are provided access to records of the company.
- 69 The plaintiff has requested access to documents held by the Defendant Company, including resolutions, but those documents have not been provided.

(b) Treatment of dividends (s36)

- 70 The Act provides that each share in a company confers on a shareholder the right to an equal share in dividends authorised by the Board.
- 71 The plaintiff is unaware whether any dividends have been purportedly authorised from the Defendant Company since being shut out of its affairs.
- 72 The plaintiff is entitled to an equal share in any dividends authorised by the board in proportion to the plaintiff's shareholding in the Defendant Company.

(c) Remuneration and other benefits (s161)

- 73 The Act provides that the board of a company may authorise the payment of remuneration or other benefits by a company to a director of the company if the board is satisfied that to do so is fair to the company, and the director signs a certificate (including the grounds for that opinion) to that effect.
- 74 The plaintiff is concerned the second, third and fourth defendants have authorised remuneration, and other benefits, for themselves, in breach of the Act's requirement to resolve and certify those benefits are fair to the Defendant Company.
- 75 The plaintiff has not received copies of any resolutions or certificates to this effect.

(d) Minutes of meetings (s124, Schedule 3 (6))

- 76 The Act provides that the board must keep minutes of all proceedings at meetings of the board.
- 77 The plaintiff has not received minutes of the meetings of the board which may have taken place since the plaintiff was excluded from the Defendant Company.

(e) Annual report and financial statements (ss208 and 209)

- 78 The Act provides that the board of every company must prepare an annual report and financial statements and provide them to shareholders of the company.
- 79 The plaintiff has not received a copy of the Defendant Company's annual report.

Relief sought

- (a) A declaration that 70 of the shares in the Defendant Company are held by the plaintiff;
- (b) An order requiring the plaintiff's shares in the Defendant Company be reinstated;
- (c) An order requiring one, some or all the defendants to acquire the shares originally held by the plaintiff in the Defendant Company at fair value;
- (d) An order requiring one, some or all the defendants to pay compensation to the plaintiff, in an amount to be quantified at or prior to trial but including:-
- The value of the plaintiff's initial shareholder investment;
 - Loss of income; and/or
 - Loss of opportunity; and/or
 - Damage to the plaintiff's reputation; and/or
- (e) Setting aside the actions particularised at paragraphs 16 to 39 taken by the Defendant Company and the second, third and fourth defendants in breach of the Act;

- (f) Such alternative relief as the Court thinks fit;
- (g) Costs.

Third cause of action: Breach of fiduciary duty

The plaintiff repeats paragraphs 1 to 79 above and says:-

- 80 The second and third defendants owe fiduciary duties to shareholders in their capacity as directors of the Defendant Company.
- 81 These duties include the duty to supervise the share register by taking reasonable steps to ensure the Defendant Company's share register is properly kept and that share registers are properly entered (s90 of the Act).
- 82 To the extent the fourth defendant is a director of the Defendant Company, the fourth defendant also owes a duty to supervise the share register.
- 83 The second defendant transferred:-
 - 83.1 21 shares on or about 19 December 2012; and
 - 83.2 49 shares on or about 24 February 2013,to the second defendant in defiance of the plaintiff's legal rights as the owner of those shares.
- 84 The second, third and fourth defendants failed to meet their fiduciary duty to supervise the share register.
- 85 The second defendant accordingly holds those 70 shares in the Defendant Company on constructive trust for the plaintiff as beneficiary of that trust.
- 86 The second, third and fourth defendants are liable to account to the plaintiff for those shares, including:-
 - 86.1 The return of the shares to the plaintiff;
 - 86.2 Any profits made by the Defendant Company since 19 December 2012;
 - 86.3 Any dividends or other remuneration authorised by the Defendant Company and paid to shareholders;

- 86.4 Any remuneration or other expenses paid to the second, third and fourth defendants in their capacity as directors of the Defendant Company.

Relief sought

- (a) An account of profits, including:-
- Profits made by the Defendant Company since 19 December 2012;
 - Any dividends authorised by the Defendant Company and paid to other shareholders of the Defendant Company; and
 - Any remuneration or other expenses paid to the second, third and fourth defendants in their capacity as directors of the Defendant Company.
- (b) An inquiry into damages;
- (c) Interest pursuant to s87 of the Judicature Act 1908;
- (d) Costs.

This document is filed by Aaron Sherriff of Duncan Cotterill, solicitor for the plaintiff.

The address for service of the plaintiff is:

Duncan Cotterill
Level 2, Tower Building
50 Customhouse Quay
Wellington 6011

Documents for service on the plaintiff may be:

- Left at the address for service.
- Posted to the solicitor at PO Box 10376, The Terrace, Wellington 6143
- Transmitted to the solicitor by fax on +64 4 499 3308
- Emailed to the solicitor at WellingtonLitigation@duncancotterill.com

Please direct enquiries to:

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**In the High Court of New Zealand
Wellington Registry**

CIV-2013-485-9825

Between **JG Szekely**
Plaintiff

And **Muse on Allen Limited**
First defendant

And **SR North**
Second defendant

And **DV North**
Third defendant

And **ML North**
Fourth defendant

Statement of defence

Dated 27 January 2014

Next event date:

Judicial officer:

KENSINGTON SWAN

89 The Terrace
PO Box 10246
Wellington 6143

Ph +64 4 472 7877
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Solicitor: Hayden Wilson/Tim Cochrane
hayden.wilson@kensingtonswan.com/tim.cochrane@kensingtonswan.com

4454672.8

\$110

Case Manager <i>Kristen</i>
Next Event: <i>- / - /</i>
27 JAN 2014
THE HIGH COURT WELLINGTON

The defendants, by their solicitor, say in response to the Statement of Claim filed by the plaintiff dated 29 November 2013:

Parties

- 1 They admit paragraph 1.
- 2 They admit paragraph 2.
- 3 They admit paragraph 3.
- 4 They admit paragraph 4.

Background Facts

Overview

- 5 They admit paragraph 5.
- 6 In respect of paragraph 6, they admit the plaintiff worked as a chef and that the plaintiff and second defendant worked together to design the menu for the restaurant business of Muse on Allen Limited ('**Company**'), and further say:
 - a The assistance provided by the plaintiff to the second defendant in terms of the design of the menu was limited, and the menu has been changed by the second defendant multiple times since the plaintiff left the business.
 - b They otherwise deny paragraph 6.
- 7 In respect of paragraph 7, they admit that the plaintiff initially worked as a chef and managed the day-to-day operations at the restaurant, and further say:
 - a The plaintiff and second defendant initially agreed that the plaintiff would perform these roles at the restaurant and these were the plaintiff's roles from in or around August until December 2012.
 - b The financial performance of the restaurant business and, correspondingly, Muse on Allen Limited ('**Company**') was disastrous during August until December 2012.
 - c As a result of that financial performance, the first defendant was in danger of insolvency.

- d The plaintiff's performance of his roles directly contributed to this negative financial performance, including through the plaintiff's excessive ordering and lack of budget constraints.
- e The third and fourth plaintiffs provided significant capital injections to the business to ensure its survival, which totalled, at various times:
 - i \$20,000 as at 13 August 2012.
 - ii \$69,120 as at 29 October 2012.
 - iii \$79,197 as at 31 March 2013.
 - iv \$115,445.48 as at 27 June 2013.
- f The plaintiff and others agreed together in a written Shareholders' Agreement (**'Shareholders' Agreement'**) that the effect of the third and fourth defendants' providing such capital injections would be that:
 - i The third and fourth defendants would gain a commensurate interest in the Company pursuant to the Shareholders' Agreement
 - ii The corresponding shares in the Company would be diluted in amount/and or value accordingly.
 - iii Although these capital injections would affect the amount / value of the shares held by existing shareholders, including the plaintiff, it would not affect the operations of the restaurant business.
- g They otherwise deny paragraph 7.

8 In respect of paragraph 8 they:

- a Admit that the plaintiff's shareholding was reduced during December 2012 and mid-February 2013, and further say that the plaintiff's shareholding had earlier been reduced as a result of one or more capital injections by the third and fourth defendants.
- b Admit that Malcolm and Debbie North and Amabelle Torrejos were appointed as shareholders, but deny that this took place during December 2012 and mid-February 2013 and further say that this occurred on or around 13 August 2012.

- c Deny that all of the above actions referred to above at paragraph 8a to 8b were without the plaintiff's knowledge, repeat paragraph 7f, and further say that these actions were in accordance with the Shareholders' Agreement.
- d Admit that the plaintiff was removed as a director during this period, and further say:
 - i Leading up to and during this period, the plaintiff's relationship with the officers of the Company, including the second, third, and fourth defendants, was increasingly antagonistic, threatening, and hostile, including laying malicious and unfounded complaints to authorities.
 - ii Despite the plaintiff's behaviour leading up to and during this period the second, third, and fourth defendants initially attempted to continue to work with the plaintiff in relation to the restaurant and Company, and that these attempts were unsuccessful.
 - iii In response to the second, third, and fourth defendants' attempts to work with the plaintiff, in January 2013 the plaintiff walked out of the restaurant and announced he would not come back, without informing the second, third, or fourth defendants in advance of his decision.
 - iv Ultimately, the third defendant spoke to the Companies Office and, in reliance on that conversation, the second, third, and fourth defendants held a meeting of the directors of the Company, which resolved to formally remove the plaintiff as a director.
- e Deny that the plaintiff was removed as a shareholder, and further say:
 - i They rely on paragraph 7f above.
 - ii The current shareholders of the Company are those persons who have provided funds in accordance with the terms of the Shareholders' Agreement.
 - iii The Companies Office records stating otherwise are in error, and that the plaintiff remains a shareholder in the Company, although his shareholding has been diluted in accordance with the Shareholders' Agreement as discussed above at paragraph 7f.
- f Deny that the plaintiff was excluded from the Company and further say:
 - i The plaintiff abandoned the business.

ii The plaintiff was given opportunities collect his belongings but failed to do so.

iii The plaintiff retains a key to the restaurant business.

9 To the extent paragraph 9 contains matters of law, they are not required to plead to that paragraph. To the extent it contains allegations of fact, they have no knowledge of and therefore deny paragraph 9.

Incorporation of the Defendant Company

10 They admit paragraph 10.

11 In respect of paragraph 11, they:

- a Admit that the plaintiff provided \$65,000 to the business at the time of its incorporation.
- b Otherwise have insufficient knowledge of and therefore deny paragraph 11.

12 They admit paragraph 12, and further rely on the Shareholders Agreement as if pleaded in full.

13 They admit paragraph 13.

14 In respect of paragraph 14, they:

- a Admit that the second defendant contemplated that the third defendant would act as an alternate director in relation to the operations of the Defendant Company.
- b Deny that the second defendant contemplated the third defendant would act in this manner solely for the second defendant.
- c Otherwise have insufficient knowledge and therefore deny paragraph 14.

15 They admit paragraph 15.

Transfer of the Plaintiff's shares

16 In respect of paragraph 16, they:

- a Admit that the second defendant amended the Companies Office register to record a change of shares on or around 19 December 2012.

- b Otherwise deny paragraph 16 and rely on the terms of the Shareholders' Agreement as if pleaded in full.
- 17 They deny paragraph 17, and they rely on the terms of the Shareholders' Agreement as if pleaded in full.
- 18 They deny paragraph 18, and further rely on the terms of the Shareholders' Agreement as if pleaded in full.
- 19 They deny paragraph 19.
- 20 They admit paragraph 20.
- 21 In respect of paragraph 21, they admit that that the plaintiff became a minority shareholder as a result of the above transfer on or around 19 December 2012, and that the Companies Office register then recorded the plaintiff as holding 49 shares and the second defendant as holding 51 shares, but deny that this was to the plaintiff's detriment and further say that this was in accordance with the Shareholders' Agreement.

Appointment of fourth defendant as a director

- 22 In respect of paragraph 22, they admit that the fourth defendant was appointed as a director of the Company on or around 9 January 2013 and that the second defendant amended the Companies Office records to record this appointment, and further say:
 - a The fourth defendant was assisting with negotiations with the bank at that time, which required him to be an officer of the Company.
 - b The second and third defendants resolved to appoint the fourth defendant as a director in order to help to improve the Company's financial situation.
- 23 They admit paragraph 23.
- 24 They admit paragraph 24, and further say this was as a result of the plaintiff's behaviour referred to above at 8d.
- 25 They deny paragraph 25, and further say that the plaintiff acknowledged the appointment of the fourth defendant as a director by email on 12 January 2013.
- 26 They deny paragraph 26.

Removal of the plaintiff as a director

- 27 In respect of paragraph 27, they admit that the plaintiff was removed as a director and that the second defendant amended the Companies Office Register for the Company on or around 11 January 2013 to record this removal, and further say:
- a The plaintiff was removed following, and in reliance on, discussions by telephone with the Companies Office on or around that same date, as referred to at the response at paragraph 8d.
 - b The plaintiff was given verbal notice of the meeting.
 - c Following the meeting, the second, third, and fourth defendants posted a notice recording that the plaintiff had ceased being a director of the Company on the restaurant's noticeboard on or around 10 January 2013 and providing reasons for this removal.
- 28 They admit paragraph 28.
- 29 In respect of paragraph 29, they repeat the response given at paragraph 8d.
- 30 They deny paragraph 30.
- 31 In respect of paragraph 31, they repeat the response given at paragraph 8f and further say that the termination of the plaintiff's email address occurred after, and as a result of:
- a The abandonment of the business by the plaintiff.
 - b The receipt of threatening emails by the third defendant from the plaintiff.

Removal of the plaintiff as a shareholder

- 32 In respect of paragraph 32, they deny that the plaintiff was removed as a shareholder, although admit that the Companies Office register was amended by the second defendant on or around 24 February 2013 to show the second defendant as holding all 100 shares in the Defendant Company, and repeat the response given at paragraph 8e.
- 33 They deny paragraph 33, and:
- a Repeat the response given at paragraph 8e.

- b Further say that the plaintiff provided no forwarding details to the defendants following his abandonment of the restaurant and Company.

34 They deny paragraph 34, and:

- a Repeat the response given at paragraph 8e.
- b Rely on the terms of the Shareholders' Agreement as if pleaded in full.

35 They deny paragraph 35.

First cause of action: allegedly oppressive, unfairly discriminatory, or unfairly prejudicial conduct

36 They deny paragraph 36, and further say:

- a The plaintiff signed the Shareholders' Agreement and consented to the dilution of his shareholding in the Company, as discussed at paragraph 7f above.
- b The plaintiff acknowledged the appointment of the fourth defendant as a director on 9 January 2013.
- c The amendment of the Company's Office register on or around 24 February 2013 was an error, and the plaintiff remains a minority shareholder of the Company.
- d The plaintiff became increasingly aggressive, threatening, and hostile towards the second, third, and fourth defendants from late 2012 onwards, as discussed above at paragraph 8d.
- e In January 2013 the plaintiff failed or refused to communicate with the second, third, and fourth defendants altogether, and abandoned the Company.

37 They deny paragraph 37 and further say that the plaintiff has been provided with company information, including the Shareholders' Agreement and financial information.

38 They deny paragraph 38, and further say:

- a Any prejudice resulting to the plaintiff has been caused by his own actions, and resulted from his inability to work with the second, third, and fourth

defendants and his decision to abandon the restaurant, as discussed above at paragraph 8d.

- b The actions of the defendants were necessary, fair, and reasonable in all the circumstances in light of:
 - i The best interests of the Company, which required additional capital to be contributed and proper management to be exercised.
 - ii Initial and ongoing agreement between the plaintiff and the second, third, and fourth defendants as to how the Company would be financed and managed.
 - iii The plaintiff's subsequent detrimental, harmful, and prejudicial conduct both to the Company, as discussed at the response to paragraph 7d.
 - iv The plaintiff's refusal to comment with the second, third, and fourth defendants and decision to abandon the Company and restaurant.
- c It would therefore not be just or equitable to grant the plaintiff relief in light of the actions of the parties overall.

39 They deny paragraph 39, and further repeat the response to paragraph 38 above.

Second cause of action: supposed failure to company with the Companies Act 1993 ('Act')

Transfer of shares

40 They admit paragraph 40.

41 They admit paragraph 41.

42 They deny paragraph 42, and further say that this was in accordance with the Shareholders' Agreement agreed between the parties.

43 They admit paragraph 43, and further say that the second, third, and fourth defendants were unable to attend the meeting at the time originally scheduled by the plaintiff

44 They deny paragraph 44, and repeat paragraph 43 and further say that the plaintiff declined or failed to reschedule the meeting.

- 45 They deny that the transfer of shares and subsequent recording of it with the Companies' office was unlawful, and further say that it was in accordance with the Shareholders' Agreement.

Appointment of fourth defendant as director

- 46 They admit paragraph 46.
- 47 They admit paragraph 47.
- 48 They admit paragraph 48.
- 49 They admit paragraph 49, and further say that this was taken as a result of the plaintiff's behaviour referred to in paragraph 8c.
- 50 They admit paragraph 50, and further say that the second, third, and fourth defendants were acting in reliance on communications with the Companies Office as detailed at 8d above.
- 51 They deny paragraph 51, and further say:
- a The appointment of the fourth defendant as a director was in the best interests of the Company.
 - b The plaintiff accepted the involvement of the fourth defendant with the Company and acknowledged the appointment of the fourth defendant as a director, as discussed at paragraph 8d above.

Removal of plaintiff as director

- 52 They repeat their responses to paragraphs 46 to 48 above.
- 53 They admit paragraph 53.
- 54 They admit paragraph 54.
- 55 They admit paragraph 55, and further:
- a Repeat the response given at paragraph 8d above.
 - b Say that this action was in the best interests of the Company in light of the Company's financial situation, the plaintiff's mismanagement, and the plaintiff's inability to work with the second, third, and fourth defendants.

- 56 They admit paragraph 56, and further say that this action was taken following, and in reliance on, a conversation with the Companies Office by telephone, as detailed at paragraph 8d above.
- 57 They deny paragraph 57, and say that the plaintiff was given notice of this meeting, as detailed at paragraph 27b above.
- 58 They deny paragraph 58, and repeat their response at paragraph 54 above.
- 59 In respect of paragraph 59, they:
- a Admit that the second, third, and fourth defendants held a meeting without the plaintiff in attendance.
 - b Further say that the plaintiff was advised of, but failed to attend the meeting, as discussed at paragraph 8d above.
 - c Admit that the plaintiff's decision to abandon this office of director was formalised at that meeting.
 - d Otherwise deny paragraph 59.
- 60 In respect of paragraph 60, they:
- a Deny that any aspect of the meeting did not comply with the requirements of the Act.
 - b Further say that this meeting simply formalised the plaintiff's earlier decision to resign.
 - c Deny that any aspect of the meeting was unlawful.

Removal of plaintiff as shareholder

- 61 They repeat paragraph 32 above.
- 62 They admit paragraph 62.
- 63 They admit paragraph 63.
- 64 They admit paragraph 64, and further say that the operation of the Shareholders' Agreement provided a contractually agreed mechanism for dilution of shares in the Company, as discussed at paragraph 7f above.

65 They admit paragraph 65, and further say that the plaintiff's shares have been diluted as a result of the operation of the Shareholders' Agreement, as discussed at 7f and 8e above.

66 They deny paragraph 66, and say that:

a The plaintiff's shares have not been removed, and that the Companies Office register is in error, as discussed at paragraph 8e.

b They repeat their responses at paragraphs 64 and 65 above.

67 They deny paragraph 67, and repeat the responses given at paragraphs 65 and 65 above.

Access to information

Access to records

68 They admit paragraph 68.

69 They deny paragraph 69, and repeat paragraph 37 above.

Treatment of dividends

70 They admit paragraph 70.

71 In respect of paragraph 71, they say that there have been no dividends paid out.

72 In respect of paragraph 72, they:

a Repeat paragraph 65 above.

b Repeat paragraph 71.

Remuneration and other benefits

73 They admit paragraph 73.

74 In respect of paragraph 74, they say that no remuneration or other benefits have been paid out of the Company or authorised by the defendants to the shareholders in their capacity as shareholders.

75 They admit paragraph 75, and repeat paragraph 74 above.

Minutes of meetings

76 They admit paragraph 76.

77 They admit paragraph 77, and further say the plaintiff has received various Company documentation as discussed at paragraph 37 above.

Annual report and financial statements

78 They admit paragraph 78.

79 They deny paragraph 79, and repeat paragraph 37 above.

The defendants by their solicitor further say:

Affirmative defence—estoppel by agreement—second cause of action

- a Individuals involved with companies, including shareholders, are free to agree to deal with their own interests by contract as they think fit, and these agreements will have contractual force.
- b The plaintiff agreed with the defendants:
 - i That the individual shareholders' interests in the Company would be altered based on capital injections into the Company, under the Shareholders' Agreement.
 - ii That the fourth defendant could be involved in the Company, which included acknowledging the fourth defendant's appointment as a director.
 - iii That the operations, finances, and management of the Company generally could be carried out in the manner they were
 - iv Overall, to authorise the various actions alleged to be in breach of the Act described by the plaintiff 40 to 79 above.
- c Given these agreements, there have therefore been no breaches of the Act, and the plaintiff would be estopped from asserting any, in any event.

Third cause of action: alleged breach of fiduciary duty

80 They deny paragraph 80, and further say:

- a Directors do not ordinarily owe fiduciary duties to shareholders.

- b These particular facts are not sufficient to displace this ordinary rule, in light of the matters discussed above at paragraph 8, which indicate that the plaintiff did not at the material times vest confidence and trust in the second and third defendants.
- 81 They deny paragraph 81, and further:
 - a Repeat paragraph 80, and reiterate that no fiduciary duties were owed in these circumstances.
 - b Further say even if a fiduciary duty was recognised in these circumstances it would not extend to a general obligation to supervise the share register.
- 82 They deny paragraph 82, and repeat paragraphs 80 and 81 above.
- 83 In response to paragraph 83, they:
 - a Admit that the second defendant altered the Companies Office register to record a transfer of 21 shares on or about 19 December 2012, and repeat paragraph 8a above.
 - b Admit that the second defendant altered the Companies Office register to record a transfer of 49 shares on or about 24 February 2013, and repeat paragraph 8e above.
 - c Deny that these actions were in defiance of any legal rights of the plaintiff, and repeat paragraph 8 above.
- 84 They deny paragraph 84, and further say:
 - a They repeat paragraphs 80 and 81 above.
 - b They say that, even if a fiduciary duty to supervise the share register was owed (a point denied), the defendants' conduct did not breach this duty.
- 85 They deny paragraph 85, and repeat paragraphs 80 and 81 above, and further say that the shares are worthless.
- 86 In response to paragraph 86, they repeat paragraphs Repeat paragraphs 80, and 81, and 85 above, and further say that there have been no profits, dividends, or other remuneration made or paid out by the Company.

The defendants by their solicitor further say:

Affirmative defence—clean hands—first, second, and third causes of action

- a The Court has a discretion to deny relief to a plaintiff who has not come to the Court with clean hands, as part of assessing:
 - i Whether it is just and equitable to grant relief under the Act.
 - ii Whether the plaintiff is entitled to relief in any other relevant sense, including in a claim for oppression, breach of fiduciary duties, or breach of any other relevant common law or equitable maxim.
- b This discretion extends to an application for relief by a shareholder against a company and its office holders.
- c On balance, relief should be denied to the plaintiff in light of a comparison between the plaintiff's and defendants' conduct, described above, including that at paragraphs 7 and 8 in particular.

This document is filed by **Hayden James Patuiki Wilson / Tim Andrew Cochrane**, solicitor for the respondent, of the firm of Kensington Swan, Wellington. The address for service of the respondent is 89 The Terrace, Wellington.

Documents for service on the respondent may be left at that address for service, or may be—

- a Posted to the solicitor at c/- Kensington Swan, PO Box 10 246, Wellington;
- b Left for the solicitor at a document exchange for direction to c/- Kensington Swan, DX SP 26517, Wellington Central; or
- c Transmitted by facsimile to 04 472 2291, provided that they are clearly marked for the attention of the solicitor and that a confirmation copy is forthwith sent by ordinary post or document exchange; or
- d By email hayden.wilson@kensingtonswan.com **and** tim.cochrane@kensingtonswan.com/

IN THE HIGH COURT OF NEW ZEALAND
WELLINGTON REGISTRY

CIV 2013-485-9825

Under s174 of the **COMPANIES ACT 1993**

In the matter of the Muse on Allen Restaurant

Between **JOZSEF GABOR SZEKELY**, of Wellington, Chef
Plaintiff

And **MUSE ON ALLEN LIMITED**, a duly incorporated company with its
registered office at 1a/30 Townsend Apartments, Te Aro,
Wellington, 6011
First Defendant

And **SAMUEL RAYMOND NORTH**, of Wellington, Chef
Second defendant

And **DEBBIE VIVIAN NORTH** of Wellington, Company Director
Third Defendant

And **MALCOLM LESLIE NORTH**, of Wellington
Fourth Defendant

AMENDED STATEMENT OF CLAIM
13 October 2014

Duncan Cotterill
Solicitor acting: Aaron Sherriff / Nick
Laing
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\$110.00

Case Manager	Michaela
Next Event:	15 / 9 / 14
Last	
15 OCT 2014	
THE HIGH COURT WELLINGTON	

98

The plaintiff, by its solicitor, says:-

Parties

- 1 The plaintiff resides in Wellington and is a chef.
- 2 The first defendant, Muse on Allen Limited (**Defendant Company**), is an incorporated company having its registered office at 1a/30 Townsend Apartments, Te Aro, Wellington, 6011, New Zealand. The Defendant Company carries on business trading as the Muse on Allen restaurant at 18/24 Allen St, Wellington.
- 3 The second defendant resides in Wellington and is a chef.
- 4 The third and fourth defendants reside in Wellington and are the second defendant's parents.

Background Facts

Overview

- 5 The plaintiff was the founding majority shareholder and one of two founding directors of the Defendant Company when the company was incorporated in July 2012.
- 6 The plaintiff is an experienced chef and, together with the second defendant, he designed the menu for the restaurant operated by the Defendant Company.
- 7 The plaintiff worked as the executive chef and also managed the day to day operations of the restaurant.
- 8 Over the course of two months between mid-December 2012 and mid-February 2013, the second, third and fourth defendants purported to reduce the plaintiff's shareholding, appoint another shareholder, and then remove the plaintiff as a director and shareholder, all without the plaintiff's knowledge or consent. The plaintiff was also excluded from the restaurant business operated by the Defendant Company.
- 9 The plaintiff says the second, third and fourth defendants have conducted the Defendant Company's affairs in a manner that is oppressive or unfairly discriminatory or unfairly prejudicial to him.

Incorporation of the Defendant Company

10 On 27 July 2012 the plaintiff and the second defendant incorporated the Defendant Company. On incorporation:-

10.1 100 ordinary shares were issued and allocated as follows:-

(a) Plaintiff: 70 shares; and

(b) Second defendant: 30 shares.

10.2 The share capital of the defendant company was as follows:

Plaintiff	\$65,267.86
Second defendant	\$18,000
Third and fourth defendants (together)	\$19,600
Total	\$102,887.86

10.3 Two directors were appointed: the plaintiff and the second defendant.

11 The plaintiff also subsequently made a further capital investment to the defendant company of \$5,209.02 on a personal credit card during the period from July to December 2012.

12 In addition, none of the second, third or fourth defendants made any further capital investment in the company.

13 At the time of the Defendant Company's incorporation:-

13.1 No shareholders' agreement was entered into with the plaintiff; and

13.2 No constitution was adopted.

Appointment of alternate director

14 On 17 August 2013, the third defendant was appointed a director of the Defendant Company with effect from 27 July 2013. The third defendant is the second defendant's mother.

15 It was contemplated between the plaintiff and the second defendant that the third defendant would act as an alternate director for the second defendant in the operations of the Defendant Company. The plaintiff agreed to the

appointment of the third defendant as a director of the Defendant Company on 17 August 2013 on this basis.

- 16 The Defendant Company entered into a lease agreement to lease the restaurant premises on 31 August 2012. The plaintiff and the second defendant both signed personal guarantees for the Defendant Company's obligations under the lease.

Transfer of the Plaintiff's Shares

- 17 On 19 December 2012:-

17.1 The second and third defendants decided to transfer shares held by the plaintiff in the Defendant Company to the second defendant.

17.2 The second defendant unilaterally amended the Companies Office records for the Defendant Company to record the transfer.

- 18 The plaintiff had no advance notice or knowledge of the share transfer.

- 19 The plaintiff did not consent to the share transfer.

- 20 The share transfer was not a valid transfer.

- 21 The transfer reduced the plaintiff's shareholding, and increased the second defendant's shareholding, in the Defendant Company as follows:-

21.1 Plaintiff - 49 shares; and

21.2 Second defendant – 51 shares.

- 22 As a result of the transfer, the plaintiff became a minority shareholder (to his detriment) and the second defendant became the majority shareholder.

Appointment of Fourth Defendant as a director

- 23 On 9 January 2013:-

23.1 The second and third defendants decided to appoint the fourth defendant as a director of the Defendant Company; and

23.2 The second defendant amended the Companies Office records for the Defendant Company to record the appointment. He also submitted the fourth defendant's director consent form.

- 24 The fourth defendant is the second defendant's father.
- 25 The plaintiff had no advance notice or knowledge of the appointment of the fourth defendant as a director.
- 26 The plaintiff did not consent to the appointment of the fourth defendant as a director.
- 27 The appointment of the fourth defendant as a director was not a valid appointment.

Removal of the Plaintiff as a Director

- 28 On 11 January 2013:-
- 28.1 The second, third and fourth defendants decided to remove the plaintiff as a director of the Defendant Company; and
- 28.2 The second defendant amended the Companies Office records for the Defendant Company to record the plaintiff ceasing to be a director.
- 29 The plaintiff had no advance notice or knowledge of his removal as a director.
- 30 The plaintiff did not consent to his removal as a director.
- 31 The removal of the plaintiff as a director was not a valid removal.
- 32 The plaintiff was also shut out and excluded from the Defendant Company from this time. In particular he was denied access to the restaurant premises including to work, and he was also denied access to his work email and his personal belongings at the premises.

Removal of the Plaintiff as a Shareholder

- 33 On or about 24 February 2013:-
- 33.1 The second defendant decided to remove the plaintiff as a shareholder of the Defendant Company; and
- 33.2 The second defendant amended the Companies Office records for the Defendant Company by:
- (a) Removing the plaintiff's shareholding; and

- (b) Showing the second defendant as holding all 100 shares in the Defendant Company.

- 34 The plaintiff had no advance notice or knowledge of his removal as a shareholder.
- 35 The plaintiff did not consent to his removal as a shareholder.
- 36 The removal of the plaintiff as a shareholder was not a valid removal.

Financial management of the defendant company

- 37 The second, third and fourth defendants have conducted the management of the defendant company unfairly and/or prejudicially since the plaintiff's removal as a director, including the unconventional, irregular and/or unexplained use of company funds which are neither accounted for nor explained in the accounts and totalling \$22,224.15, including in particular:

37.1 An amount totalling \$7,000 loaned to Ross North;

37.2 Loans to GE totalling \$7,019.25; and

37.3 Various cash withdrawals and drawings.

Further particulars are set out in Schedule 1.

First Cause of Action: Oppressive, Unfairly Discriminatory or Unfairly Prejudicial Conduct

- 38 The plaintiff did not consent, by agreement or otherwise, to:-
- 38.1 The transfer of his shares on 19 December 2013 by the second and third defendants;
- 38.2 The appointment of the fourth defendant as a director on 9 January 2013 by the second and third defendants;
- 38.3 His removal as a director on 11 January 2013 by the second, third and fourth defendants;
- 38.4 His removal as a shareholder on 24 February 2013 by the second defendant; or

- 38.5 The unconventional, irregular and/or unexplained use of company funds which are neither accounted for nor explained in the accounts.
- 39 Despite requests to do so, neither the second, third or fourth defendants have provided the plaintiff with documents recording their actions, including company or shareholder resolutions or director certificates.
- 40 The actions of the defendants:
- 40.1 Have adversely affected the plaintiff's interests and involvement in the Defendant Company;
- 40.2 Were unilateral and unfair;
- 40.3 Discriminated solely against the plaintiff;
- 40.4 Departed from standards of fair dealing.
- 41 The affairs of the Defendant Company, and the actions of the Defendant Company, have been oppressive, unfairly discriminatory, or unfairly prejudicial to the plaintiff as a shareholder and director of the Defendant Company as a result of the defendants' acts.

Relief sought

- (a) A declaration that the actions of one, some or all the defendants have been oppressive, unfairly discriminatory, or unfairly prejudicial to the plaintiff;
- (b) An order requiring the plaintiff's shares in the Defendant Company be reinstated;
- (c) An order requiring one, some or all the defendants to acquire the shares originally held by the plaintiff in the Defendant Company at fair value;
- (d) An order requiring one, some or all the defendants to pay compensation to the plaintiff, in an amount to be quantified at or prior to trial, but including:-
- The value of the plaintiff's initial investment;
 - Loss of income;

- Loss of opportunity; and/or
 - Damage to the plaintiff's reputation;
- (e) Setting aside the actions particularised at paragraphs 10 to 36 taken by the defendants;
- (f) Such alternative relief as the Court thinks fit;
- (g) Costs.

Second cause of action: Failure to comply with the Companies Act 1993

The plaintiff repeats paragraphs 1 to 41 above and says:-

Transfer of shares (s84 of the Act)

- 42 The Act allows for the transfer of shares in a company provided:-
- 42.1 a shareholder transferor delivers a signed form of transfer to the company;
- 42.2 the form of transfer is signed by the transferee; and
- 42.3 on receipt of the form of transfer, the company must forthwith enter the transferee as the holder of the shares in the company share register.
- 43 The plaintiff did not deliver a signed form of transfer to the Defendant Company to transfer 21 shares held in the Defendant Company to the second defendant.
- 44 Regardless of the plaintiff not delivering a signed form of transfer, or agreeing to the transfer of shares held, the second defendant transferred 21 of the plaintiff's shares to the second defendant on or about 19 December 2012.
- 45 On or about the same date, the plaintiff immediately called for a meeting to discuss the purported transfer.
- 46 The second, third and fourth defendants refused to attend the meeting or discuss the transfer.
- 47 The transfer of shares to the second defendant, and the subsequent recording of this transfer on the Companies Office register, was unlawful.

Appointment of fourth defendant as director (Schedule 3 of the Act)

- 48 The Act provides default rules for a company without a constitution to conduct meetings of the company's board of directors.
- 49 The Act requires at least two days' notice of a meeting of the board to be sent to every director of the company including notice of the date, time, place and the matters to be discussed (Schedule 3, (2)(2)).
- 50 The Act also provides that a meeting of the board may only be held where a number of the directors constituting a quorum (a majority of the directors) being assembled at the place, date, and time appointed for the meeting (Schedule 3, (3)(a) and (4)(1)). No business may be transacted at a meeting of directors if the quorum is not present ((Schedule 3, (4)(2)).
- 51 On or about 9 January 2013, the second and third defendant passed a resolution appointing the fourth defendant as a director of the Defendant Company.
- 52 No notice of a board meeting to discuss the appointment of the fourth defendant to the board of the Defendant Company was provided to the plaintiff.
- 53 The appointment of the fourth defendant as a director was unlawful in terms of the Act's requirements, and is accordingly invalid.

Removal of plaintiff as director (s156 of the Act)

- 54 The plaintiff repeats paragraphs 48 to 50 above.
- 55 The Act provides a director of a company may only be removed from office by ordinary resolution at a meeting called for the purpose of removing the director (s156(1)). A notice of meeting specifying the time and place of the meeting must be sent to every director of the company at least two days prior to proposed meeting (Schedule 3, (2)(2)), and state the purpose of the meeting is the removal of the director (s156(2)).
- 56 On 11 January 2013 at around 5pm, the fourth defendant handed a letter to the plaintiff at the Defendant Company's premises.
- 57 The letter recorded minutes of a special meeting held the previous evening, where the removal of the plaintiff as a director of the Defendant Company was discussed and agreed in the absence of the plaintiff. The minutes

recorded a resolution the plaintiff be removed as a director of the Defendant Company.

58 A copy of the minutes was pinned to the staff noticeboard by the fourth defendant.

59 The plaintiff enquired why he was not given notice of the meeting. The plaintiff was told by the fourth defendant his attendance at the meeting was neither necessary nor required.

60 The plaintiff was denied an opportunity to be heard at the proposed meeting.

61 The second, third and fourth defendants held the meeting, without the plaintiff, and summarily removed the plaintiff as a director.

62 Notice of the meeting, and any resolution passed at the meeting, did not comply with the Act's requirements, and accordingly the removal of the plaintiff as a director was unlawful.

Removal of plaintiff as shareholder

63 The plaintiff repeats paragraph 33 above.

64 The Act provides a company may only acquire its own shares (s58 of the Act) if expressly permitted by the company's constitution, and in accordance with the procedures set out in the Act.

65 Alternatively, the Act provides a procedure for a shareholder to require the company to purchase its shares (ss110 – 117 of the Act).

66 At no time did the Defendant Company resolve to purchase the plaintiff's shares.

67 At no time did the plaintiff require the Defendant Company to purchase the plaintiff's shares.

68 The plaintiff did not consent or agree to the transfer of the plaintiff's shares in the Defendant Company to the second defendant.

69 The summary transfer of the plaintiff's shares by the second defendant on or about 24 February 2013 is accordingly unlawful in terms of the Act.

Access to information

(a) Access to records (s178)

- 70 The Act requires shareholders of a company are provided access to records of the company.
- 71 The plaintiff has requested access to documents held by the Defendant Company, including resolutions, but those documents have not been provided.

(b) Treatment of dividends (s36)

- 72 The Act provides that each share in a company confers on a shareholder the right to an equal share in dividends authorised by the Board.
- 73 The plaintiff is unaware whether any dividends have been purportedly authorised from the Defendant Company since being shut out of its affairs.
- 74 The plaintiff is entitled to an equal share in any dividends authorised by the board in proportion to the plaintiff's shareholding in the Defendant Company.

(c) Remuneration and other benefits (s161)

- 75 The Act provides that the board of a company may authorise the payment of remuneration or other benefits by a company to a director of the company if the board is satisfied that to do so is fair to the company, and the director signs a certificate (including the grounds for that opinion) to that effect.
- 76 The plaintiff is concerned the second, third and fourth defendants have authorised remuneration, and other benefits, for themselves, in breach of the Act's requirement to resolve and certify those benefits are fair to the Defendant Company.
- 77 The plaintiff has not received copies of any resolutions or certificates to this effect.

(d) Minutes of meetings (s124, Schedule 3 (6))

- 78 The Act provides that the board must keep minutes of all proceedings at meetings of the board.
- 79 The plaintiff has not received minutes of the meetings of the board which may have taken place since the plaintiff was excluded from the Defendant Company.

(e) Annual report and financial statements (ss208 and 209)

- 80 The Act provides that the board of every company must prepare an annual report and financial statements and provide them to shareholders of the company.
- 81 The plaintiff has not received a copy of the Defendant Company's annual report.

Relief sought

- (a) A declaration that 70 of the shares in the Defendant Company are held by the plaintiff;
- (b) An order requiring the plaintiff's shares in the Defendant Company be reinstated;
- (c) An order requiring one, some or all the defendants to acquire the shares originally held by the plaintiff in the Defendant Company at fair value;
- (d) An order requiring one, some or all the defendants to pay compensation to the plaintiff, in an amount to be quantified at or prior to trial but including:-
 - The value of the plaintiff's initial shareholder investment;
 - Loss of income; and/or
 - Loss of opportunity; and/or
 - Damage to the plaintiff's reputation; and/or
- (e) Setting aside the actions particularised at paragraphs 17 to 41 taken by the Defendant Company and the second, third and fourth defendants in breach of the Act;
- (f) Such alternative relief as the Court thinks fit;
- (g) Costs.

Third cause of action: Breach of fiduciary duty

The plaintiff repeats paragraphs 1 to 81 above and says:-

- 82 The second and third defendants owe fiduciary duties to shareholders in their capacity as directors of the Defendant Company.
- 83 These duties include the duty to supervise the share register by taking reasonable steps to ensure the Defendant Company's share register is properly kept and that share registers are properly entered (s90 of the Act).
- 84 To the extent the fourth defendant is a director of the Defendant Company, the fourth defendant also owes a duty to supervise the share register.
- 85 The second defendant transferred:-
- 85.1 21 shares on or about 19 December 2012; and
- 85.2 49 shares on or about 24 February 2013,
- to the second defendant in defiance of the plaintiff's legal rights as the owner of those shares.
- 86 The second, third and fourth defendants failed to meet their fiduciary duty to supervise the share register.
- 87 The second defendant accordingly holds those 70 shares in the Defendant Company on constructive trust for the plaintiff as beneficiary of that trust.
- 88 The second, third and fourth defendants are liable to account to the plaintiff for those shares, including:-
- 88.1 The return of the shares to the plaintiff;
- 88.2 Any profits made by the Defendant Company since 19 December 2012;
- 88.3 Any dividends or other remuneration authorised by the Defendant Company and paid to shareholders;
- 88.4 Any remuneration or other expenses paid to the second, third and fourth defendants in their capacity as directors of the Defendant Company.

Relief sought

- (a) An account of profits, including:-

- Profits made by the Defendant Company since 19 December 2012;
 - Any dividends authorised by the Defendant Company and paid to other shareholders of the Defendant Company; and
 - Any remuneration or other expenses paid to the second, third and fourth defendants in their capacity as directors of the Defendant Company.
- (b) An inquiry into damages;
- (c) Interest pursuant to s87 of the Judicature Act 1908;
- (d) Costs.

This document is filed by Aaron Sherriff of Duncan Cotterill, solicitor for the plaintiff.

The address for service of the plaintiff is:

Duncan Cotterill
Level 2, Tower Building
50 Customhouse Quay
Wellington 6011

Documents for service on the plaintiff may be:

- Left at the address for service.
- Posted to the solicitor at PO Box 10376, The Terrace, Wellington 6143
- Transmitted to the solicitor by fax on +64 4 499 3308
- Emailed to the solicitor at WellingtonLitigation@duncancotterill.com

Please direct enquiries to:

Aaron Sherriff / Nick Laing
Duncan Cotterill
Tel +64 4 499 3280
Fax +64 4 499 3308
Email nick.laing@duncancotterill.com

Schedule 1: Particulars of withdrawals and transactions

Date	Payer	Particulars	\$ Amount
25/02/2013		Public	\$190.50
Undated		Chow Tony	\$104.00
Undated		Capitol	\$277.00
Undated		Public	\$32.50
Undated		Public	\$16.00
17/03/2013		Samuel North - Rent	\$400.00
12/04/2013		Samuel North - Rent	\$450.00
17/07/2013		Sam - Credit Card - Global Plus	\$100.00
20/08/2013	M.D North	Repay	\$160.77
28/08/2013	Ross North	Loan	\$1,000.00
3/09/2013	M.D North	Repay GE	\$160.77
4/09/2013		Vodafone - Sam	\$226.67
4/09/2013		Global Plus Visa	\$500.00
4/09/2013	Ross North	Loan	\$1,000.00
5/09/2013		Vodafone	\$150.00
9/09/2013	Sam North	Rent	\$900.00
10/09/2013		Global Plus Visa	\$100.00
12/09/2013	Ross North	Loan	\$1,000.00
17/09/2013	M.D North	Repay GE	\$160.77
18/09/2013		Global Plus Visa	\$100.00
26/09/2013	Ross North	Loan	\$1,000.00
1/10/2013	M.D North	Repay GE	\$160.77
2/10/2013		Global Plus Visa	\$225.29
3/10/2013	Ross North	Loan	\$1,000.00
8/10/2013	Samuel North	Rent	\$900.00
8/10/2013			\$100.00
11/10/2013	Sam North	Drawings	\$100.00
15/10/2013	M.D North	Repay GE	\$160.77
29/10/2013	M.D North	Repay GE	\$160.77
4/10/2013		Steer and Beer	\$146.00
4/10/2013		Fast Cash	\$100.00
12/11/2013	M.D North	Repay GE	\$160.77
26/11/2013	Sam North	Drawings	\$100.00
26/11/2013	M.D North	Repay GE	\$160.77
29/11/2013	Sam North	Drawings	\$900.00
3/12/2013	Ross North	Loan	\$1,000.00
9/12/2013	Ross North	Loan	\$1,000.00
9/12/2013	Sam North	Drawings	\$900.00
10/12/2013	M.D North	Repay GE	\$160.77
13/12/2013	Sam North	Drawings	\$500.00

Date	Payer	Particulars	\$ Amount
18/12/2013	Sam North	Drawings	\$900.00
20/12/2013		Vodafone - Sam	\$126.21
24/12/2013	Sam North	Drawings	\$1,000.00
24/12/2013	M.D North	Repay GE	\$160.77
7/01/2014	M.D North	Repay GE	\$160.77
21/01/2014	M.D North	Repay GE	\$160.77
30/01/2014		Vodafone - Sam	\$151.41
30/01/2014		Skirt boards	\$285.00
4/02/2014	M.D North	Repay GE	\$160.77
18/02/2014	M.D North	Repay GE	\$160.77
4/03/2014	M.D North	Repay GE	\$160.77
10/03/2014		Vodafone - Sam	\$81.01
18/03/2014	M.D North	Repay GE	\$160.77
31/03/2014		Fast Cash - Cambridge Ho	\$120.00
1/04/2014	M.D North	Repay GE	\$160.77
7/04/2014		Vodafone - Sam	\$71.68
15/04/2014	M.D North	Repay GE	\$160.77
22/04/2014		Withdrawal Cambridge Ho	\$120.00
28/04/2014		Withdrawal Cambridge Ho	\$50.00
29/04/2014	M.D North	Repay GE	\$160.77
6/05/2014		Vodafone - Sam	\$96.78
13/05/2014	M.D North	Repay GE	\$160.77
27/05/2014	M.D North	Repay GE	\$160.77
10/06/2014	M.D North	Repay GE	\$160.77
11/06/2014		Vodafone - Sam	\$84.85
16/06/2014		Fast Cash - Cambridge Ho	\$100.00
24/06/2014	M.D North	Repay GE	\$160.77
30/06/2014		Fast Cash - Cambridge Ho	\$100.00
22/07/2014	M.D North	Repay GE	\$160.77
21/07/2014		Withdrawal	\$400.00
8/07/2014	M.D North	Repay GE	\$160.77
Total			\$22,224.15

**In the High Court of New Zealand
Wellington Registry**

CIV-2013-485-9825

Between **JG Szekely**
 Plaintiff

And **Muse on Allen Limited**
 First defendant

And **SR North**
 Second defendant

And **DV North**
 Third defendant

And **ML North**
 Fourth defendant

"DRAFT"

Amended Statement of Defence

Dated 17/12/2014

Next event date:

Judicial officer:

Malcolm North
Muse on Allen
16 Allen Street
Wellington
Phone: 04 384 1181



The defendants, by their solicitor, say in response to the Statement of Claim filed by the plaintiff dated 29 November 2013:

Parties

1. They admit paragraph 1.
2. They admit paragraph 2.
3. They admit paragraph 3.
4. They admit paragraph 4.

Background Facts

Overview

5. They admit paragraph 5.
6. In respect of paragraph 6, they admit the plaintiff worked as a chef and that the plaintiff and second defendant worked together to design the menu for the restaurant business of Muse on Allen Limited ('**Company**'), and further say:
 - a. The assistance provided by the plaintiff to the second defendant in terms of the design of the menu was limited, and the menu has been changed by the second defendant multiple times since the plaintiff left the business.
 - b. They otherwise deny paragraph 6.
7. In respect of paragraph 7, they admit that the plaintiff initially worked as a chef and managed the day-to-day operations at the restaurant and further say:
 - a. The plaintiff and second defendant initially agreed that the plaintiff would perform these roles at the restaurant and these were the plaintiff's roles from in or around August until December 2012.
 - b. The financial performance of the restaurant business, and correspondingly, Muse on Allen Limited ('**Company**') was disastrous during August until December 2012.
 - c. As a result of that financial performance, the first defendant was in danger of insolvency.
 - d. The plaintiff's performance of his roles directly contributed to this negative financial performance, including through the plaintiff's excessive ordering and lack of budget constraints.
 - e. The third and fourth plaintiffs provided significant capital injections to the business to ensure its survival, which totaled at various times:

- i. \$20,000 as at 13 August 2012.
 - ii. \$69,120 as at 29 October 2012.
 - iii. \$79,197 as at 31 March 2013.
 - iv. \$115,445.48 as at 27 June 2013.
 - f. The plaintiff and others agreed together in a written Shareholders' Agreement (**'Shareholders' Agreement'**) that the effect of the third and fourth defendants providing such capital injections would be that:
 - i. The third and fourth defendants would gain a commensurate interest in the Company pursuant to the Shareholders' Agreement
 - ii. The corresponding shares in the Company would be diluted in amount/and value accordingly
 - iii. Although these capital injections would affect the amount/value of the shares held by existing shareholders, including the plaintiff, it would not affect the operations of the restaurant business.
 - g. They otherwise deny paragraph 7.
8. In respect of paragraph 8 they:
- a. Admit that the plaintiff's shareholding was reduced during December 2012 and mid-February 2013, and further say that the plaintiff's shareholding had earlier been reduced as a result of one or more capital injections by the third and fourth defendants.
 - b. Admit that Malcolm and Debbie North and Amabelle Torrejos were appointed shareholders, but deny that this took place during December 2012 and mid-February 2013 and further say that this occurred on or around 13 August 2012.
 - c. Deny that all of the above actions referred to above at paragraph 8a to 8b were without the plaintiff's knowledge, repeat paragraph 7f, and further say that these actions were in accordance with the Shareholders' Agreement.
 - d. Admit that the plaintiff was removed as a director during this period, and further say:
 - i. Leading up to and during this period, the plaintiff's relationship with the officers of the Company, including the second, third and fourth defendants, was increasingly antagonistic, threatening, and hostile, including laying malicious and unfounded complaints to authorities.
 - ii. Despite the plaintiff's behaviour leading up to and during this period the second, third and fourth defendants initially attempted to continue to work with the plaintiff in relation to the restaurant and Company, and that these attempts were unsuccessful.

- iii. In response to the second, third and fourth defendants' attempts to work with the plaintiff, in January 2013, the plaintiff walked out of the restaurant and announced that he would not come back, without informing the second, third or fourth defendants in advance of his decision.
 - iv. Ultimately, the third defendant spoke to the Companies Office and, in reliance on that conversation, the second, third and fourth defendants held a meeting of the directors of the Company, which resolved to formally remove the plaintiff as a director.
- e. Deny that the plaintiff was removed as a shareholder, and further say:
- i. They rely on paragraph 7f above.
 - ii. The current shareholders of the Company are those persons who have provided funds in accordance with the terms of the Shareholders' Agreement.
 - iii. The Companies Office records stating otherwise are in error, and that the plaintiff remains a shareholder in the company, although his shareholding has been diluted in accordance with the Shareholders' Agreement as discussed at paragraph 7f.
- f. Deny that the plaintiff was excluded from the Company and further say:
- i. The plaintiff abandoned the business.
 - ii. The plaintiff was given opportunities to collect his belongings but failed to do so.
 - iii. The plaintiff retains a key to the restaurant business.

9. To the extent paragraph 9 contains matters of law, they are not required to plead to that paragraph. To the extent it contains allegations of fact, they have no knowledge of and therefore deny paragraph 9.

Incorporation of the Defendant Company

10. They admit paragraph 10.

11. In respect of paragraph 11, they:

- a. Admit that the plaintiff provided \$65,000 to the business at the time of its incorporation.
- b. Otherwise have insufficient knowledge of and therefore deny paragraph 11.

12. They deny paragraph 12, and further rely on the Shareholders' Agreement as if pleaded in full and refer clause 7e.

13. They admit paragraph 13.

14. In respect of paragraph 14, they:

- a. Admit that the second defendant contemplated that the third defendant would act as an alternate director in relation to the operations of the Defendant Company.
- b. Deny that the second defendant contemplated the third defendant would act in this manner solely for the second defendant.
- c. Otherwise have insufficient knowledge and therefore deny paragraph 14.

15. They admit paragraph 15.

16. They admit paragraph 16.

Transfer of the Plaintiff's shares

17. In respect of paragraph 17, they:

- a. Admit that the second defendant amended the Companies Office register to record a change of shares on or around 19 December 2012.
- b. Otherwise deny paragraph 16 and rely on the terms of the Shareholders' Agreement as if pleaded in full.

18. They deny paragraph 18, and they rely on the terms of the Shareholders' Agreement as if pleaded in full.

19. They deny paragraph 19, and further rely on the terms of the Shareholders' Agreement as if pleaded in full.

20. They deny paragraph 20.

21. They admit paragraph 21.

22. In respect of paragraph 22, they admit that the plaintiff became a minority shareholder as a result of the above transfer on or around 19 December 2012, and that the Companies Office register then recorded the plaintiff as holding 49 shares and the second defendant as holding 51 shares, but deny that this was to the plaintiff's detriment and further say that this was in accordance with the Shareholders' Agreement.

Appointment of fourth defendant as a director

23. In respect of paragraph 23, they admit that the fourth defendant was appointed as a director of the Company on or around 9 January 2013 and that the second defendant amended the Companies Office records to record this appointment, and further say:

- a. The fourth defendant was assisting with negotiations with the bank at that time, which required him to be an officer of the Company.
- b. The second and third defendants resolved to appoint the fourth defendant as a director in order to help to improve the Company's financial situation.

24. They admit paragraph 24.

25. They admit paragraph 25, and further say this was as a result of the plaintiff's behaviour referred to above at 8d.

26. They deny paragraph 26, and further say that the plaintiff acknowledged the appointment of the fourth defendant as a director by email on 12 January 2013.

27. They deny paragraph 27.

Removal of the plaintiff as a director

28. In respect of paragraph 28, they admit that the plaintiff was removed as a director and that the second defendant amended the Companies Office Register for the Company on or around 11 January 2013 to record this removal, and further say:

- a. The plaintiff was removed following, and in reliance on, discussions by telephone with the Companies Office on or around that same date, as referred to at the response at paragraph 8d.
- b. The plaintiff was given verbal notice of the meeting.
- c. Following the meeting, the second, third, and fourth defendants posted a notice recording that the plaintiff had ceased being a director of the Company on the restaurant's noticeboard on or around 10 January 2013 and providing reasons for this removal.

29. They deny paragraph 29.

30. In respect of paragraph 30, they repeat the response given at paragraph 8d.

31. They deny paragraph 31.

32. In respect of paragraph 32, they repeat the response given at paragraph 8f and further say that the termination of the plaintiff's email address occurred after, and as a result of:

- a. The abandonment of the business by the plaintiff
- b. The receipt of threatening emails by the third defendant from the plaintiff.

Removal of the plaintiff as a shareholder

33. In respect of paragraph 33, they deny that the plaintiff was removed as a shareholder, although admit that the Companies Officer register was amended by the second defendant on or around 23 February 2013 to show the second defendant as holding all 100 shares in the Defendant Company, and repeat the response given at paragraph 8e.

34. They deny paragraph 34, and:

- a. Repeat the response given at paragraph 8e.

- b. Further say that the plaintiff provided no forwarding details to the defendants following his abandonment of the restaurant and Company.

35. They deny paragraph 35, and:

- a. Repeat the response given at paragraph 8e.
- b. Rely on the terms of the Shareholders' Agreement as if pleaded in full.

36. They deny paragraph 36.

37. The plaintiff had at all times access to all banking transactions, the use of an Eft-pos Company Card and never questioned expenditure with the third defendant who was the other signatory to the Company's Bank Account.

- i. Personal loan from Ross North, fourth defendant's brother to ensure survival of business.
- ii. Repayment of \$15,000 loan to GE Money.
- iii. Drawings detailed in Schedule 1.

38. They deny paragraph 38 and further say:

- a. The plaintiff signed the Shareholders' Agreement and consented to the dilution of his shareholding in the Company, as discussed at paragraph 7f above.
- b. The plaintiff acknowledged the appointment of the fourth defendant as a director on 9 January 2013.
- c. The amendment of the Company's Office register on or around 24 February 2013 was an error, and the plaintiff remains a minority shareholder of the Company.
- d. The plaintiff became increasingly aggressive, threatening, and hostile towards the second, third and fourth defendants from late 2012 onwards, as discussed above at paragraph 8d.
- e. In January 2013 the plaintiff failed or refused to communicate with the second, third and fourth defendants altogether, and abandoned the Company.

39. They deny paragraph 39 and further say that the plaintiff has been provided with company information, including the Shareholders' Agreement and financial information.

40. They deny paragraph 40, and further say:

- a. Any prejudice resulting to the plaintiff has been caused by his own actions, and resulted from his inability to work with the second, third and fourth defendants and his decision to abandon the restaurant, as discussed above at paragraph 8d.
- b. The actions of the defendants were necessary, fair, and reasonable in all circumstances in light of:

- i. The best interests of the Company, which required additional capital to be contributed and proper management to be exercised.
 - ii. Initial and ongoing agreement between the plaintiff and the second, third and fourth defendants as to how the Company would be financed and managed.
 - iii. The plaintiff's subsequent detrimental, harmful, and prejudicial conduct both to the Company, as discussed at the response to paragraph 7d.
 - iv. The plaintiff's refusal to comment with the second, third and fourth defendants and decision to abandon the Company and restaurant.
- c. It would therefore not be just or equitable to grant the plaintiff relief in light of the actions of the parties overall.

41. They deny paragraph 41, and further repeat the responses to paragraph 40 above.

Second cause of action" supposed failure to comply with the Companies Act 1993 ('Act')

Transfer of shares

42. They admit paragraph 42.

43. They admit paragraph 43.

44. They deny paragraph 44, and further say that this was in accordance with the Shareholders' Agreement agreed between the parties.

45. They admit paragraph 45, and further say that the second, third, and fourth defendants were unable to attend the meet at the time originally scheduled by the plaintiff.

46. They deny paragraph 46, and repeat paragraph 45, and further say that the plaintiff declined or failed to reschedule the meeting.

47. They deny that the transfer of shares and subsequent recording of it with the Companies Office was unlawful, and further say that it was in accordance with the Shareholders' Agreement.

Appointment of fourth defendant as director

48. They admit paragraph 48.

49. They admit paragraph 49.

50. They admit paragraph 50.

51. They admit paragraph 51, and further say that this was taken as a result of the plaintiff's behaviour referred to in paragraph 8c.

52. They admit paragraph 52, and further say that the second, third and fourth defendants were acting in reliance on communications with the Companies Office as detailed at 8d above.

53. They deny paragraph 53, and further say:

- a. The appointment of the fourth defendant as a director was in the best interests of the Company.
- b. The plaintiff accepted the involvement of the fourth defendant with the Company and acknowledged the appointment of the fourth defendant as a director, as discussed at paragraph 8d above.

Removal of plaintiff as director

54. They repeat their response to paragraphs 48 to 50 above.

55. They admit paragraph 55.

56. They admit paragraph 56.

57. They admit paragraph 57, and further:

- a. Repeat the response given at paragraph 8d above.
- b. Say that this action was in the best interests of the Company in light of the Company's financial situation, the plaintiff's mismanagement, and the plaintiff's inability to work with the second, third, and fourth defendants.

58. They admit paragraph 58, and further say that this action was taken following, and in reliance on, a conversation with the Companies Office by telephone, as detailed in paragraph 8d above.

59. They deny paragraph 59, and say that the plaintiff was given notice of this meeting, as detailed at paragraph 28b above.

60. They deny paragraph 60, and repeat their response at paragraph 54 above.

61. In respect of paragraph 61, they:

- a. Admit that the second, third and fourth defendants held a meeting without the plaintiff in attendance.
- b. Further say that the plaintiff was advised of, but failed to attend the meeting, as discussed at paragraph 8d above.
- c. Admit that the plaintiff's decision to abandon this office of director was formalised at that meeting.
- d. Otherwise deny paragraph 61.

62. In respect of paragraph 62, they:

- a. Deny that any aspect of the meeting did not comply with the requirements of the Act.
- b. Further say that this meeting simply formalised the plaintiff's earlier decision to resign.
- c. Deny that any aspect of the meeting was unlawful.

Removal of plaintiff as shareholder

63. They repeat paragraph 33 above.

64. They admit paragraph 64.

65. They admit paragraph 65.

66. They admit paragraph 66, and further say that the operation of the Shareholders' Agreement provided a contractually agreed mechanism for dilution of shares in the Company, as discussed at paragraph 7f above.

67. They admit paragraph 67, and further say that the plaintiff's shares have been diluted as a result of the operation of the Shareholders' Agreement, as discussed at 7f, and 82 above.

68. They deny paragraph 68 and say that:

- a. The plaintiff's shares have not been removed, and that the Companies Office register is in error, as discussed in paragraph 8e.
- b. They repeat their responses at paragraphs 66 and 67 above.

69. They deny paragraph 69, and repeat the responses given at paragraphs 67 and 68 above.

Access to information

Access to records

70. They admit paragraph 70.

71. They deny paragraph 71, and repeat paragraph 38 above.

Treatment of dividends

72. They admit paragraph 72.

73. In respect of paragraph 73, they say that there have been no dividends paid out.

74. In respect of paragraph 75, they:

- a. Repeat paragraph 67 above.
- b. Repeat paragraph 73.

Remuneration and other benefits

75. They admit to paragraph 75.

76. In respect of paragraph 76, they say that no remuneration or other benefits have been paid out of the Company, or authorised by the defendants to the shareholders in their capacity as shareholders.

77. They admit paragraph 77, and repeat paragraph 76 above.

Minutes of meetings

78. They admit paragraph 78.

79. They admit paragraph 79, and further say the plaintiff has received various Company documentation as discussed at paragraph 39 above.

Annual report and financial statements

80. They admit paragraph 80.

81. They deny paragraph 81, and repeat paragraph 39 above.

The defendants by their solicitor further say:

Affirmative defence – estoppel by agreement – second cause of action

- a. Individuals involved with companies, including shareholders, are free to agree to deal with their own interests by contract as they think fit, and these agreements will have contractual force.
- b. The plaintiff agreed with the defendants:
 - i. That the individual shareholders' interests in the Company would be altered based on capital injections into the Company, under the Shareholders' Agreement.
 - ii. That the fourth defendant could be involved in the Company, which included acknowledging the fourth defendant's appointment as a director.
 - iii. That the operations, finances, and management of the Company generally could be carried out in the manner they were.
 - iv. Overall, to authorise the various actions alleged to be in breach of the Act described by the plaintiff 42 to 81 above.
- c. Given these agreements, there have therefore been no breaches of the Act, and the plaintiff would be estopped from asserting any, in any event.

Third cause of action: alleged breach of fiduciary duty

82. They deny paragraph 82, and further say:

- a. Directors to not ordinarily owe fiduciary duties to shareholders.
- b. These particular facts are not sufficient to displace this ordinary rule, in light of the matters discussed above at paragraph 8, which indicate that the plaintiff did not at the material times vest confidence and trust in the second and third defendants.

83. They deny paragraph 83, and further:

- a. Repeat paragraph 82 and reiterate that no fiduciary duties were owed in these circumstances.
- b. Further say even if a fiduciary duty was recognized in these circumstances it would not extend to a general obligation to supervise the share register.

84. They deny paragraph 84, and repeat paragraphs 82 and 83 above.

85. In response to paragraph 85, they:

- a. Admit that the second defendant altered the Companies Office register to record a transfer of 21 shares on or about 19 December 2012, and repeat paragraph 8a above.
- b. Admit that the second defendant altered the Companies Office register to record a transfer of 49 shares on or about 24 February 2013, and repeat paragraph 8e above.
- c. Deny that these actions were in defiance of any legal rights of the plaintiff, and repeat paragraph 8 above.

86. They deny paragraph 86, and further say:

- a. They repeat paragraphs 82 and 83 above.
- b. They say that, even if a fiduciary duty to supervise the share register was owed (a point denied), the defendants' conduct did not breach this duty.

87. They deny paragraph 87, and repeat paragraphs 82 and 83 above, and further say that the shares are worthless.

88. In response to paragraph 88, they repeat paragraphs 82, 83 and 87 above, and further say that there have been no profits, dividends or other remuneration made or paid out by the Company.

The defendants by their solicitor further say:

Affirmative defence – clean hands – first, second, and third causes of action

- a. The Court has a discretion to deny relief to a plaintiff who has not come to the court with clean hands, as part of assessing.
 - i. Whether it is just and equitable to grant relief under the Act.
 - ii. Whether the plaintiff is entitled to relief in any other relevant sense, including in a claim for oppression, breach of fiduciary duties, or breach of any other relevant common law or equitable maxim.
- b. This discretion extends to an application for relief by a shareholder against a company and its office holders.
- c. On balance, relief should be denied to the plaintiff in light of a comparison between the plaintiff's and defendants' conduct, described above, including that at paragraphs 7 and 8 in particular.

This document is filed by Malcolm Leslie North for the respondent.

Schedule 1: Particulars of withdrawals and transactions

Date	Payer	Particulars	\$ Amount	Reasons
05/02/2013		Public	\$190.50	Directors' lunch
Undated		Tony Chow	\$104.00	Staff training
Undated		Capitol	\$277.00	Staff training
Undated		Public	\$32.50	Directors' lunch
Undated		Public	\$16.00	Coffee with clients
07/03/2013		Samuel North – rent	\$400.00	In Lieu of Wages
02/04/2013		Samuel North – rent	\$450.00	In Lieu of Wages
07/07/2013		Sam – Credit Card – Global plus	\$100.00	Company Expense
20/08/2013	M D North	Repay	\$160.77	Repay loan GE Money
28/08/2013	Ross North	Loan	\$1,000.00	Re Ross North (\$7,000) loan
03/09/2013	M D North	Repay GE	\$160.77	Repay loan GE Money
04/09/2013		Vodafone – Sam	\$226.67	Owners phone a/c
04/09/2013		Global Plus Visa	\$500.00	Company expense
04/09/2013	Ross North	Loan	\$1,000.00	Re Ross North (\$7,000) loan
05/09/2013		Vodafone	\$150.00	Company Expense
09/09/2013	Sam North	Rent	\$900.00	In Lieu of Wages
10/09/2013		Global Plus Visa	\$100.00	Company Expense
12/09/2013	Ross North	Loan	\$1,000.00	Re Ross North (\$7,000) loan
17/09/2013	MD North	Repay GE	\$160.77	Repay GE Money
18/09/2013		Global Plus Visa	\$100.00	Company Expenses
26/09/2013	Ross North	Loan	\$1,000.00	Re Ross North (\$7,000) loan
01/10/2013	MD North	Repay GE	\$160.77	Repay GE Money
02/10/2013		Global Plus Visa	225.29	Company Expense
03/10/2013	Ross North	Loan	\$1,000.00	Re Ross North (\$7,000) loan
08/10/2013	Samuel North	Rent	\$900.00	In Lieu of Wages
08/10/2013			\$100.00	
11/10/2013	Sam North	Drawings	\$100.00	In Lieu of Wages
15/10/2013	MD North	Repay GE	\$160.77	Repay GE Money
29/10/2013	MD North	Repay GE	\$160.77	Repay GE Money
04/10/2013		Steer and Beer	\$146.00	Company Expense
04/10/2013		Fast Cash	\$100.00	Company Expense
12/11/2013	MD North	Repay GE	\$160.77	Repay GE Money
26/11/2013	Sam North	Drawings	\$100.00	In Lieu of Wages
26/11/2013	MD North	Repay GE	\$160.77	Repay GE Money
29/11/2013	Sam North	Drawings	\$900.00	Rent in Lieu of Wages
03/12/2013	Ross North	Loan	\$1,000.00	Re Ross North (\$7,000) loan
09/12/2013	Ross North	Loan	\$1,000.00	Re Ross North (\$7,000) loan
09/12/2013	Sam North	Drawings	\$900.00	Rent – In Lieu of Wages

Date	Payer	Particulars	\$ Amount	Reasons
10/12/2013	MD North	Repay GE	\$160.77	Repay GE Money
13/12/2013	Sam North	Drawings	\$500.00	In Lieu of Wages
18/12/2013	Sam North	Drawings	\$900.00	Rent in Lieu of Wages
20/12/2013		Vodafone – Sam	\$126.21	Mobile Phone/Owner
24/12/2013	Sam North	Drawings	\$1,000.00	In Lieu of Wages
24/12/2013	MD North	Repay GE	\$160.77	Repay GE Money
07/01/2014	MD North	Repay GE	\$160.77	Repay GE Money
21/01/2014	MD North	Repay GE	\$160.77	Repay GE Money
30/01/2014		Vodafone – Sam	\$151.41	Mobile Phone/Owner
30/01/2014		Skirt boards	\$285.00	Restaurant repairs
04/02/2014	MD North	Repay GE	\$160.77	Repay GE Money
18/02/2014	MD North	Repay GE	\$160.77	Repay GE Money
04/03/2013	MD North	Repay GE	\$160.77	Repay GE Money
10/03/2013		Vodafone – Sam	\$81.01	Mobile Phone/Owner
18/03/2014	MD North	Repay GE	\$160.77	Repay GE Money
31/03/2014		Fast Cash – Cambridge Ho	\$120.00	Cash for Vegetable Market
01/04/2014	MD North	Repay GE	\$160.77	Repay GE Money
07/04/2014		Vodafone – Sam	\$71.68	Mobile Phone/Owner
15/04/2014	MD North	Repay GE	\$160.77	Repay GE Money
22/04/2014		Withdrawal Cambridge Ho	\$120.00	Cash for Vegetable Market
28/04/2014		Withdrawal Cambridge Ho	\$50.00	Cash for Vegetable Market
29/04/2014	MD North	Repay GE	\$160.77	Repay GE Money
06/05/2014		Vodafone – Sam	\$96.78	Mobile Phone/Owner
13/05/2014	MD North	Repay GE	\$160.77	Repay GE Money
27/05/2014	MD North	Repay GE	\$160.77	Repay GE Money
10/06/2014	MD North	Repay GE	\$160.77	Repay GE Money
11/06/2014		Vodafone – Sam	\$84.85	Mobile Phone/Owner
16/06/2014		Fast Cash – Cambridge Ho	\$100.00	Cash for Vegetable Market
24/06/2014	MD North	Repay GE	\$160.77	Repay GE Money
30/06/2014		Fast Cash – Cambridge Ho	\$100.00	Cash for Vegetable Market
22/07/2014	MD North	Repay GE	\$160.77	Repay GE Money
21/07/2014		Withdrawal	\$400.00	Pay Electrician repairs
08/07/2014	MD North	Repay GE	\$160.77	Repay GE Money
Total			\$22,224.15	

In the District Court of New Zealand
Wellington Registry

CIV-2015-085-326

In the matter of
Between

of Muse on Allen Restaurant and Bar

Plaintiff

Muse On Allen Limited, a duly incorporated company
with its registered office at 16 Allen Street, Te Aro,
Wellington 6011

And

First Defendant

Jozsef Gabor SZEKELY
Apartment 9, 3 Kelvin Grove, Te Aro,
Wellington

Work Address: Bangalore Polo Club
63 Courtenay Place
Wellington

STATEMENT OF CLAIM

DATE: 19th JUNE 2015

Filed by: Malcolm North
C/- Muse Restaurant
16 Allen St, Wellington
Phone: 04 3841181
Malcolm@muserestaurant.co.nz
Phone: 027 2072720

PARTIES

1. The Plaintiff Muse On Allen Limited (Plaintiff Company), is an incorporated company having its registered off at 16 Allen Street, Wellington 6011 New Zealand. The plaintiff company carries on business trading as the Muse on Allen Restaurant and Bar at 16-18/24 Allen Street, Wellington.
2. The defendant resides in Wellington and is a chef

BACKGROUND FACTS

3. The defendant was the founding majority shareholder and one of two founding directors of the Defendant Company when the company was incorporated in July 2012.
4. The defendant is a chef and together with Samuel North opened a restaurant operated by the plaintiff company.
5. The defendant worked as a chef.
6. The plaintiff and the defendant entered into a partnership agreement "Partnership Agreement" signed by contributing partners on 13 August 2012.
7. Agreement as attached.
8. The defendant has failed to honour the agreement and pay the percentage losses experienced by the Company.

Financial returns 2012/2013	(Loss)	77,144
Financial returns 2013/2014	(Loss)	<u>49,675</u>

TOTAL LOSSES **\$126,819**

Application for relief

- a) The plaintiff to be reimbursed losses experienced during financial periods 2012/2013 and 2013/2014. Total losses \$126,819.00
Shareholding of plaintiff 63.2% = \$80,530.00.
- b) Damages for having to operate with insufficient capital.
- c) Costs

Date: 4-05-2015

Signature: [Handwritten Signature]




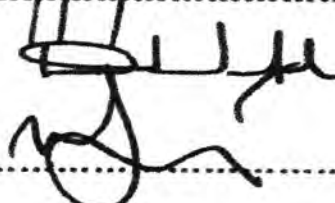
Surname printed: M. I. NORTH

This document is filed by the plaintiff in person.

MUSE ON ALLEN PARTNERSHIP

	\$	%
Jozsef Szekely	65,000.00	63.2
Samuel North	10,000.00	9.7
Amabelle Torrejos	8,000.00	7.7
Malcolm & Debbie North	20,000.00	19.4

- Any partner wishing to sell must offer other partners first option on their shares.
- Further cash injection by partners will alter share %
- Any profit or losses will be paid for on % of partners

<u>NAME</u>	<u>SIGNED</u>	<u>DATE</u>
Jozsef Szekely		13/08/12
Samuel North		
Amabelle Torrejos		13/8/12
Malcolm & Debbie North		13/8/12 13-08-12

In the District Court of New Zealand

Wellington Registry

CIV-2015-085-326

In the matter of

of Muse on Allen Restaurant and Bar

Between

Plaintiff

Muse On Allen Limited, a duly incorporated company
with its registered office at 16 Allen Street, Te Aro,
Wellington 6011

And

First Defendant

Jozsef Gabor SZEKELY
Apartment 9, 3 Kelvin Grove, Te Aro,
Wellington

Work Address: Bangalore Polo Club
63 Courtenay Place
Wellington

LIST OF DOCUMENTS

DATE: 19TH JUNE 2015

Filed by: Malcolm North
C/- Muse Restaurant
16 Allen St, Wellington
Phone: 04 3841181
Malcolm@muserestaurant.co.nz
Phone: 027 2072720

TO THE REGISTRAR OF THE DISTRICT COURT WELLINGTON

AND

TO JOZSEF GABOR SZEKELY FIRST DEFENDANT

THIS DOCUMENT LISTS AND DESCRIBES THE DOCUMENTS RELIED ON BY THE PLAINTIFF

ITEM NUMBER

1. Partnership Agreement

This details the formal arrangement between the plaintiff and the defendant.

2. Financial Returns 2012/2013

3. Financial Returns 2013/2014

Date: 5-05-2015

Signature Plaintiff: [Signature]

Position: MANAGER / DIRECTOR

Full Name and Address of Plaintiff:


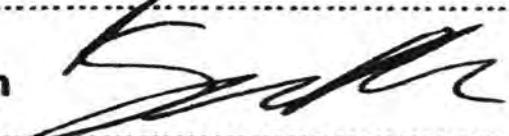
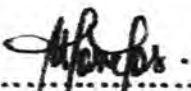
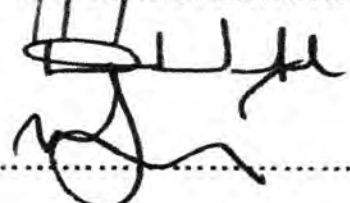
MALCOLM NORTH

16 AUBURN ST WELLINGTON

MUSE ON ALLEN PARTNERSHIP

	\$	%
Jozsef Szekeley	65,000.00	63.2
Samuel North	10,000.00	9.7
Amabelle Torrejos	8,000.00	7.7
Malcolm & Debbie North	20,000.00	19.4

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<u>NAME</u>	<u>SIGNED</u>	<u>DATE</u>
Jozsef Szekeley		13/08/12
Samuel North		
Amabelle Torrejos		13/8/12
Malcolm & Debbie North		13/8/12 13-08-12