In the Royal Court of the Island of Guernsey

The 14th day of April, 2000 before Andrew Christopher King Day, Esquire, Deputy Bailiff.

IN THE MATTER OF

CLAIRE KUEN BROWN Plaintiff

and

ORION TRUST LIMITED Defendant

THE COURT, having considered the attached applications for leave to serve notification and having heard Advocate M.G.A. Dunster, Counsel for the defendant GRANTED the applications in the written judgment attached hereto.

With regard to the said judgment granting leave to defend THE COURT, further ORDERED that the date of the taxation of the historical costs, by which is meant those costs incurred prior to the filing of the said application, is to be as agreed between the said parties or failing which shall be the subject of a further application to THE COURT, by either party.

Her Majesty's Deputy Greffier.

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IN THE ROYAL COURT OF GUERNSEY

ORDINARY DIVISION

BETWEEN: **CLAIRE KUEN HUI BROWN** **Plaintiff**

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and

ORION TRUST LIMITED **Defendant**

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Judgment of the Deputy Bailiff

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At the end of March, 1999, the Plaintiff instituted proceedings against the Defendant ("the substantive proceedings"). The Cause, which is Appendix A, was placed on the pleading list on the 9th April. In essence the Plaintiff alleges that the Defendant, the present Trustee of a settlement known as the Penang Trust, is in breach of its fiduciary duties to the beneficiaries of the Trust, of whom the Plaintiff is one. She accordingly seeks the removal of the

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Defendant as the Trustee, and the appointment of a new Trustee, the Richmond Trustee Company Limited ("the proposed new Trustee"). It should be noted that the address of the proposed new Trustee is the same as that of the Plaintiff.

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Subsequent to the inscription of the Cause, the Defendant filed four applications.

The Applications

i) Firstly, there is what I shall refer to as the Beddoe application, which is Appendix B. In simple terms, the Defendant seeks general permission to defend the substantive proceedings until discovery and inspection of documents have been completed. More specifically the Defendant seeks permission to institute proceedings for a declaration that the Penang Trust is void as being a sham and/or is void for illegality; and finally the Defendant seeks to be indemnified on a full indemnity basis out of the assets of the Trust in respect of this application and the proceedings which will follow, up to and including discovery, if granted.

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ii) The second application by the Defendant, Appendix C1, seeks leave to serve notification of the substantive proceedings and the Beddoe application on a Mr. Trevor Brown, a Miss Amanda Jane Brown and a Madam Cheah Gim Siew who are all resident out of the jurisdiction and all of whom, the Defendant alleges, have an interest in the Penang Trust. From the paperwork, this seems to be the case. Madam Siew is apparently resident in Malaysia, the purported settlor of the Trust and the mother of the Plaintiff; Mr. Brown and Miss Brown are, respectively, the Plaintiff's husband and daughter, and have the same English address. I shall refer to them collectively as the Brown family.

iii) The third and fourth applications are Appendix C2, and Appendix C3. Both applications seek leave to serve similar notifications on the U.K. Inland Revenue and approaching 30 other parties or persons, respectively, it being contended by the Defendant that if, firstly, the Penang Trust is indeed a sham, and, secondly, the moneys in the Trust are the proceeds of crime (tax evasion) then all of these parties may have an interest of some kind in the Trust property.

Preliminary interlocutory hearings

There followed a number of interlocutory hearings to determine how the preliminary matters should proceed, at all of which hearings Advocate Merrien, representing the Plaintiff and in due course, Mr. Brown, was present. In the result, permission was given to the Defendant to serve notice out of the jurisdiction on Mr. Brown, Miss Brown and Miss Siew, as well as on the Plaintiff herself. This service was then effected in each case.

The C2 and C3 applications were adjourned sine die, awaiting the result of the Beddoe application itself, because if that application were not to be granted then the proposed notifications on the other parties would be otiose.

The Beddoe application

I firstly had to decide was whether I should determine the Beddoe application, or whether it should be determined by the Ordinary Court comprising Jurats and myself. I came to the conclusion that, in the particular circumstances of this case, it was appropriate that I alone should make the determination. I came to that conclusion after I had considered the authorities, to which I will soon refer, which well illustrate the nature and hearing of such an application, including the point, certainly on the facts of this case, that I did not have to reach any definitive view on the facts. The issues are a mixture of law and procedure. I am not,

A however, saying that in other cases, depending on their facts, it would necessarily be right for me to sit alone without Jurats.

The next matter which had to be addressed was how the Beddoe application was to proceed, and which parties were to be allowed to be present. In that regard, I have been greatly
B assisted by the Supreme Court Practice 1999 (the "White Book") and specifically by paragraph 85/2/2, (I acknowledge that in many instances the White Book has been superseded by the new Civil Procedure Rules, but as far as I am aware, not in respect of what used to be Order 85). Since the case of In re Beddoe, Downes v. Cottom (1893 1 Ch 547)
C (from which the name of a Beddoe application originates), the Chancery Division of the High Court in England and Wales has developed and refined the way in which it deals with such applications. English jurisprudence is of course of persuasive, not binding, authority, but it seems to me that it would be wise in this jurisdiction to follow the general principles
D which have been laid down by the Chancery Division, though in due course it may arise from time to time that variations may be necessary, as justice may require.

As already indicated, I have been very much guided by the White Book, at 85/2/2 and the cases there referred to. For general guidance on procedure I have been referred to a number
E of cases all of which are helpful.

In re Moritz (dec'd) (1990) CH 251, the headnote records:-

> *"The executor of a will took out an originating summons, to which all the residuary*
> F *beneficiaries under the will were defendants, asking the Court for directions whether they should take certain proceedings against two of the beneficiaries. The proposed Defendants were supplied with copies of the affidavits filed on the originating summons but not with copies of the exhibits thereto. On an application by those*
> G *Defendants for an order on the executors' solicitors to supply them with copies of certain exhibits:-*
>
> > *Held, that where a Trustee found himself compelled to ask for directions whether or not proceedings should be taken against a beneficiary, while it*
> > H *was proper and indeed necessary to join the parties against whom the proposed relief was sought, it was not the practice in the Chancery Division that those parties should be present in chambers when the matter was debated, and they should not be furnished with the evidence upon which the*
> > I *Court was asked to act."*

A Wynn-Parry J. stated (at p. 254) –

"Speaking for myself, so far as I know, it has been the practice of this Court, without exception, over a great many years, that where, in such a case as this, application is made by a Trustee, ex necessis where there are disputes, for directions from the
B *Court as to whether or not proceedings should be brought against the Defendants, those Defendants are not entitled to be heard on that application. The Court acts upon such evidence as is placed before it and it expresses itself one way or the other."*

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Wynn-Parry J. continues (at p. 255) –

"As I understand it, the practice in this Division is that where a trustee finds that it is compelled to ask for the directions of the Court as to whether or not certain
D *proceedings should be taken, while it is proper and indeed necessary to join the parties against whom the proposed relief is sought, those parties should not be present in Chambers when the matter is debated; and they should not be furnished with the evidence upon which the Court is asked to act. The Court in those*
E *circumstances is appealed to by the Trustee to say "Aye," or "No," in view of the circumstances put before it, should the action proceed, and, if so, how far? Very frequently, the leave to proceed is limited, for instance, up to discovery, but it would seem to me to be a quite unjustified inroad upon what I conceive to be a very useful practice if I were to allow this application and to allow the two Defendants not*
F *merely to be present at the beginning of the proceedings when the originating summons is heard, but to remain there throughout those proceedings and to have all the evidence on which the Trustees are asking the Court for its directions. I know of no precedent for it, and, in my view, it is completely against the established*
G *practice."*

In re Eaton (1964) 1WLR 1269, the headnote records-

"When a Trustee asks for directions whether proceedings should be taken against a
H *beneficiary, the general rule of practice is, as stated in the Annual Practice, 1964, p. 1998, that that beneficiary, although joined as a Defendant to the action to the summons, should not be present in Chambers when the matter is debated and should not be furnished with the evidence upon which the Court is asked to act, but the*

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Court will adapt the practice so far as is practicable in order to do justice in the particular circumstances of the case."

In this case, the statement of practice of Wynn-Parry J. in re Moritz, and the decision itself were strongly attacked by counsel. Wilberforce J. rejected these arguments, and (at p. 1270) had this to say:-

"...I am satisfied... that re Moritz correctly reflects the practice and correctly states the view which is followed in this division and, moreover, that this practice is correct. Re Moritz does, however, do no more than to state a general rule, and it seems to me that the Court in dealing with these matters, acting, as it does, essentially in an administrative capacity, should, and does, endeavour to adjust its actions to the circumstances of the individual case with a view to doing justice as far as possible to all the parties."

Re Evans (dec'd) (1986) 1WLR 101, CA, is authority for the proposition that where the dispute is in the nature of a family dispute, the beneficiaries being all ascertained and of full age, then the proper course is that the family parties should be left to fight the claim,if they so wish, but at their expense, rather than the claim being brought at the expense of the estate or Trust fund. By way of general guidance Nourse L.J. (at p. 106 H) had this to say:-

"...However, there are three important points which must be made at this stage (important points as far as the facts of that particular case were concerned). *First and foremost, every application of this kind depends on its own facts and is essentially a matter for the discretion of judge or master who hears it. The application is heard in chambers and the claimant is excluded from any consideration of the merits of the action which are discussed before the Court in much the same way as they would have earlier been discussed with counsel in his chambers. Being entirely domestic to the estate or Trust concerned, the application is often conducted in a comparatively informal manner. The Court will frequently accept material on instructions and without formal proof. It would be quite natural for the Court to act on a view of the matter which was not fully expressed in a judgment delivered in open court."*
(Nourse L.J. then continued by referring to the other two matters which were important in his view in that case).

A Finally, I would make reference to the case of Midland Bank Trust Co. Ltd. v. Green (1978) 3 AER p.555 where, at p. 563 H, Oliver J. quotes from part of the judgment of Templeman J., referring to the nature of a Beddoe application, as follows:–

B *"Of course, it is necessary for defendants to open their hearts to the judge and tell him exactly what the action looks like. The judge is acting in some respects as though he were the advisor and trustee giving guidance. The application is invariably held in Chambers, and nothing is published because of the jurisdiction of the judge to look after the estate, and because any information made public would be available to the*

C *plaintiff in the action, and might well be prejudicial to the defence and the estate which the judge is there to protect. Over the whole of such an application there is an aura of confidentiality, which is preserved by hearing everything in Chambers."*

D I would add that, whilst finalising this judgment, the case X v. A has been reported in (2000) 1AER p. 490. It seems to me to be a case which provides further assistance in this area.

E Guided by the authorities, I concluded, and so ordered, that the Defendant's Beddoe application should be made ex parte. However, I also ordered that the Plaintiff and each of the Brown family should be provided with a copy of Mr. Chick's affidavit of the 3rd September, 1999, (Mr. Chick being a director of the Defendant), such affidavit being an edited version of an earlier one, and without its documentary attachments. They were then

F to be afforded the opportunity of submitting any written statement that any of them wished the Court to take into consideration when dealing with the application. In the event, Mr. Brown submitted statements, but none of the other parties wished to do so.

G I should make it clear that the Defendant, properly, maintained a neutral stance in their proceedings and has been concerned to inform the Court of both the strengths and the weaknesses of its arguments and its concerns regarding the Penang Trust.

Clearly it is incumbent upon me, in considering the application, to seek to do justice between the parties. But in the context of this case, the description of "the parties" is not

H limited merely to this Plaintiff and this Defendant in the substantive action; it must include all those who may potentially have an interest. Self-evidently, the whole purpose of this application is to determine whether in fact there are those, in addition to the Brown family, who may have a potential interest, directly or indirectly in the funds represented by the

I Penang Trust.

A I, of course, have had the benefit of the additional sworn evidence of Mr. Chick and the full documentation relating to that evidence, the latter including advice from leading Counsel in London on certain central issues, as well as from local advocates. I have also considered the three statements (with attached documentation) made by Mr. Brown in response to Mr. Chick's affidavit of the 3rd September, 1999. Further, Mr. Chick swore a further affidavit in
B response to Mr. Brown's statement, this affidavit being sworn on the 9th December, 1999, and to which Mr. Brown has made a further written response (again with attached documentation). I have taken into account all of this material.

C Two further matters have caused me anxious cogitation. Firstly, in reviewing the information with which I have been presented, as further explained by Advocates Dunster and Ashton for the Defendant, what test should I apply in reaching my conclusion whether or not to grant the application? A good arguable case? A "prima facie" case? Or less?
D Should I state which test I thought appropriate?

Secondly, to what extent should I state the reasons which have led me to my conclusion on the application?

E In grappling with these matters, I have borne in mind two considerations.

a) The authorities to which I have referred above,and not least the "aura of confidentiality" to which Templeman J. referred in the quotation from Oliver J. in Midland Bank, indicate that the less I say, the better. The other party, or parties,
F should not, at this stage of the proceedings, be informed to any significant extent of the arguments and/or concerns of the Beddoe applicant, and in particular of the supporting evidence. If it was required of a judge who had granted a Beddoe application to deliver in open court a fully reasoned judgment as to why he had
G come to such conclusion, inevitably those arguments and/or concerns, and the supporting evidence, would immediately become public knowledge. This is not the stage at which this should happen, although inevitably such information will in due course become known by way of the pleadings, discovery, etc. It is also significant that the authorities are clear that the judge involved in the Beddoe
H application must not be involved in the trial of the substantive proceedings.

b) This principle must have even greater merit in this jurisdiction. If I make the Order, the Jurats will, or at least may, in due course, have to hear the case
I between this Plaintiff and this Defendant. My Order today will be a matter of

public record. If, therefore, I were to state that, for example, I considered that the Defendant had a good arguable case (or applying any other test for that matter) with regard to a number of specifically stated concerns which the Defendant has raised, then the claim could arise in due course that the Jurats, in some way, had been prejudiced, one way or the other, by my remarks; or at least that perception might legitimately arise.

In those circumstances, therefore, and in contrast to the general principle that explanations should be given, I will limit my comments to the following. I must act as though I were an adviser to the Trustee of the Penang Trust (see Midland Bank). It is self-evident, from my original reference to the simple terms of the Beddoe application (at p. 1H above), that the Plaintiff and the Brown family already know in general terms the concerns of the Defendant, namely that the original settlement is not as it would seem to be, and that the original funds do not derive from the purported settlor, and that both the original and subsequent funds may be tainted by impropriety. Accordingly, at least until discovery and inspection, in order to preserve the potential interests of third parties and, moreover, to protect the position of the Defendant, I am satisfied that an Order should be made in the terms of the Defendant's Beddoe application. For clarification, I would add that as far as the full indemnity costs are concerned, they are allowed from the date the Beddoe application was originally filed down to the completion of discovery and inspection. To what extent these costs include those incurred prior to the filing date, as being necessary to the formulation of the application, are, or may be, a matter for taxation.

The "service out of the jurisdiction" applications

Having come to that conclusion, I must now address the question of whether notification should be served on the potential constructive beneficiaries and the Inland Revenue (as requested in the applications at Appendix C2 and C3).

As a preliminary to addressing this next issue, I have to consider whether the Plaintiff or Mr. Trevor Brown, should be entitled to make representations. I have come to the conclusion that they should not. To do so would, I believe, involve the serious likelihood of debate ensuing in respect of the essential matters involved in the substantive proceedings themselves, inevitably including a trial of those issues, with evidence, etc. That is a course which should be avoided as far as these interlocutory proceedings are concerned, particularly bearing in mind my duty to protect the "estate", namely that the funds in the Penang Trust

A are not used unnecessarily. It is a course of action which has been deliberately avoided with regard to the Beddoe application; the same logic, in my view, applies to the "service out of the jurisdiction" applications.

In view of my conclusions with regard to the Beddoe application, it must, I think, follow that
B I am satisfied that the potential beneficiaries and the Inland Revenue should be notified both of the action by the Plaintiff against the Defendant, and of the result of the Beddoe application. In reaching such conclusion, I am also satisfied, in accordance with Rule 7 of the Royal Court Civil Rules, 1989, that the matters in dispute between the Plaintiff and
C Defendant are properly justiciable before the Royal Court, and that it is proper that the potential beneficiaries and the Inland Revenue should be so served.

However, the actual terms of any such Order I think could properly form the basis of any argument which the Plaintiff and/or Mr. Brown might wish to advance – I have in mind
D particularly the provisions of Rule 7(3)(b), relating to the requirement than any Order should state the minimum period which must elapse between the date of service and the date upon which the matter may be pursued, in both of which the Plaintiff and Mr. Brown may have a legitimate interest. The precise terms of such Orders will, therefore, be adjourned to a
E further "inter partes" interlocutory hearing.

Payment of Indemnity Costs

At that further hearing, I would also wish to discuss with Counsel the question as to how and
F when the Defendant's indemnity costs should be provided, to the extent that I have today ordered that they be met out of the Trust's assets.

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Sergeant

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FH&CO
AMM acting

AT THE INSTANCE of **CLAIRE KUEN HUI BROWN** of 23 Burlington Avenue, Kew, Surrey and whose address for service is care of Advocates F Haskins & Co, College Chambers, 3 St James Street, St Peter Port, Guernsey **("the Plaintiff")**

SUMMONS

ORION TRUST LIMITED whose registered office is situate at Richmond House, Anne's Place, St Peter Port, Guernsey **("the Defendant"), TO APPEAR** before the Bailiff or his Deputy and the Jurats of the Royal Court on Friday the 9th day of April 1999 at 9.30 am **TO SEE** the Court make the following **ORDERS** pursuant to the provisions of Article 63 (1)(a)(ii) of the Trusts (Guernsey) Law, 1989 in the following circumstances:

1. Orion Trust Limited is the present trustee of a settlement constituted by a deed of settlement made by the said Orion Trust Limited and Cheah Gim Siew, as settlor, dated 20th October 1995 and known as the Penang Trust ("the Trust").

2. The Plaintiff's mother, Cheah Gim Siew was the settlor of the assets comprised in the Trust.

3. The Plaintiff and her daughter Amanda Jane Brown are beneficiaries as defined in the Second Schedule of the Trust and named in the letter of wishes undated executed by the settlor concerning the Trust.

4. It has come to the attention of the Plaintiff that the Defendant is in breach of its fiduciary duties to the beneficiaries in its failure to manage the assets of the Trust for the benefit of the said beneficiaries or at all.

5. Despite correspondence throughout October 1998 the Defendant has refused to act in accordance with the requirement to consider and conscientiously exercise the discretion laid down in the Trust. The Defendant has continually refused to grant any loan or financial assistance to the Plaintiff and her husband despite a previous practice of doing so. The Defendant has further failed to act in the best interests of the beneficiaries.

6. As at the date of this summons the Defendant has refused to act in accordance with such requirement.

7. It remains the wish of the Plaintiff that the Defendant be removed as trustee of the Trust it being no longer fit to act in such capacity.

ORDER:

(1) **THAT** the Defendant be removed from the position of trustee of the Trust and that The Richmond Trustee Company Limited of 23 Burlington Avenue, Kew, Surrey be appointed as Trustee in its place.

(2) **THAT** the Defendant within 5 working days from the date of this order deliver to Richmond Trustee Company Limited of 23 Burlington Avenue, Kew, Surrey, all the assets of the Scheme together with a statement of account of the Scheme up to the date of transfer and all other records deeds and documents pertaining to the Scheme and the Defendants' trusteeship thereof;

(3) Such further order as in the circumstances may appear to the Court to be just; and

(4) The Defendant pay the costs hereof.

This 30th day of March 1999

Advocate

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CL (MGAD)
06.08.99

IN THE ROYAL COURT OF GUERNSEY

ORDINARY DIVISION

ROLE DES CAUSES A PLAIDER

BETWEEN: **CLAIRE KUEN HUI BROWN** **Plaintiff**

and

ORION TRUST LIMITED **Defendant**

The Defendant, whose address for service is at 7 New Street in the parish of Saint Peter Port in the Island of Guernsey

APPLIES TO THE COURT

Pursuant to Section 62 and/or Section 64 and/or Section 65 and/or all other enabling and relevant provisions of the Trusts (Guernsey) Law, 1989, as amended and/or the common law **FOR** the following orders:-

1. **THAT** the Defendant as purported trustee be at liberty to institute proceedings for a declaration ("the declaration") that the settlement constituted be Deed of Settlement dated 20 October 1995 and known as the Penang Trust ("the trust") is void as being a sham and/or is void for illegality.

2. **THAT** the Defendant be indemnified on a full indemnity basis out of the assets of the Trust in respect of all costs properly incurred by it in connection with seeking the Declaration.

3. **THAT** if the said application for the Declaration is rejected the Defendant be granted the orders set out in clauses 4 to 7 inclusive below.

4. **THAT** the Defendant as Trustee be at liberty to defend the Cause issued by the Plaintiff a copy of which said Cause being annexed hereto as Schedule 1.

5. **THAT** the Defendant be at liberty to continue to defend the said Cause until discovery and inspection of documents in the said Cause has been completed.

6. **THAT** the Defendant be indemnified on a full indemnity basis out of assets of the Trust in respect of all costs properly incurred by it in connection with defence of the said Cause.

7. **THAT** the Defendant do not take any steps in defence of the said Cause after the completion of discovery and inspection of documents without the leave of the Court.

8. **THAT** the Defendant be at liberty to bring such application for directions concerning its future involvement with the Trust as are appropriate.

9. **THAT** the Defendant be indemnified on a full indemnity basis out of the assets of the Trust in respect of all costs properly incurred by it in connection with the said application, or applications, for directions.

10. **THAT** the Court make such further order, or orders, as are appropriate.

11. **THAT** the Defendant be indemnified on a full indemnity basis of the assets of the trust in respect of all costs of this application.

12. **THAT** the parties be at liberty to apply.

The whole in accordance with the attached affidavit of Alan Michael Chick dated 4 August 1999.

Dated this 4th day of August 1999

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Advocate for the Defendant

CL (MGAD)
09.07.99

IN THE ROYAL COURT OF GUERNSEY

ORDINARY DIVISION

ROLE DES CAUSES A PLAIDER

BETWEEN: **CLAIRE KUEN HUI BROWN** **Plaintiff**

and

ORION TRUST LIMITED **Defendant**

ORION TRUST LIMITED whose address for service is at 7 New Street in the parish of Saint Peter Port in the Island of Guernsey

APPLIES TO THE COURT

pursuant to the provisions of Rule 7 of the Royal Court Civil Rules, 1989, for leave to serve a Notification in the form annexed hereto on firstly Mr Trevor John Brown, secondly Miss Amanda Jane Brown and thirdly Madam Cheah Gim Siew by way of registered post to 23 Burlington Avenue, Kew, Surrey, TW9 4DF in the country of England in respect of Mr Brown and Miss Brown and by way of process server to 18A Brown Road, 10350 Penang in the country of Malaysia in respect of Madam Siew. Service of such Notification to be effected on or before Friday, 16 July 1999 in respect of Mr Brown and Miss Brown and Friday, 23 July 1999 in respect of Madam Siew returnable in all cases before the Chambers sitting of the Royal Court at 9.30 am on Friday, 6 August 1999.

In support of this application there is produced herewith the affidavit of Mark Gideon Andrew Dunster sworn on the 7th day of July 1999.

Dated this 7th day of July 1999

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Advocate

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CL (MGAD)
09.07.99

IN THE ROYAL COURT OF GUERNSEY

ORDINARY DIVISION

ROLE DES CAUSES A PLAIDER

BETWEEN: **CLAIRE KUEN HUI BROWN** **Plaintiff**

and

ORION TRUST LIMITED **Defendant**

ORION TRUST LIMITED whose address for service is at 7 New Street in the parish of Saint Peter Port in the Island of Guernsey

APPLIES TO THE COURT

pursuant to the provisions of Rule 7 of the Royal Court Civil Rules, 1989, for leave to serve a Notification in the form annexed hereto on the Solicitors Office of the Inland Revenue by way of registered post to Somerset House, The Strand in the City of London. Service of such Notification to be effected on or before Friday, 16 July 1999 returnable before the Chambers sitting of the Royal Court at 9.30 am on Friday, 6 August 1999.

In support of this application there is produced herewith the affidavit of Mark Gideon Andrew Dunster sworn on the 7th day of July 1999.

Dated this 7th day of July 1999

.....
Advocate

CL (MGAD)
09.07.99

IN THE ROYAL COURT OF GUERNSEY

ORDINARY DIVISION

ROLE DES CAUSES A PLAIDER

BETWEEN: **CLAIRE KUEN HUI BROWN** **Plaintiff**

and

ORION TRUST LIMITED **Defendant**

ORION TRUST LIMITED whose address for service is at 7 New Street in the parish of Saint Peter Port in the Island of Guernsey

APPLIES TO THE COURT

pursuant to the provisions of Rule 7 of the Royal Court Civil Rules, 1989, for leave to serve a Notification in the form annexed hereto on the individuals named in the document annexed hereto as Schedule 1 by way of registered post to their usual residential addresses as outlined on the aforementioned Schedule 1. Service of such Notification to be effected on or before Friday, 16 July 1999 returnable before the Chambers sitting of the Royal Court at 9.30 am on Friday, 6 August 1999.

In support of this application there is produced herewith the affidavit of Mark Gideon Andrew Dunster sworn on the 7th day of July 1999.

Dated this 7th day of July 1999

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Advocate