IN THE ROYAL COURT OF GUERNSEY

ORDINARY DIVISION

Civil No. 1505/2010

IN RE THE TCHENGUIZ DISCRETIONARY TRUST ("the TDT")

J U D G M E N T

Before Patrick John Talbot, Esq., QC, Lieutenant Bailiff – sitting alone

***Oral hearing* 12 and 13 September 2017**

Judgment handed down: 18 January 2018

Advocate Jessica E Roland for the Former Trustees of the TDT

Advocate Nicholas J Robison for Rawlinson & Hunter Trustees S.A., a Swiss corporation, which was the sole trustee of the TDT between about 2 July 2010 and 5 September 2017 and a co-trustee of the TDT until about 3 October 2017

Advocate Elaine R Gray for the Joint Liquidators of four BVI Companies, creditors of the Former Trustees of the TDT

Advocate Paul Richardson for the protector of the TDT, Robert Tchenguiz, who is also joined as a party as an adult member of the class of Beneficiaries under the TDT

Advocate Christian Hay is the appointed representative of the minor, unascertained and unborn Beneficiaries under the TDT, including the two minor children of Robert Tchenguiz.

J U D G M E N T

of Lieutenant Bailiff Patrick John Talbot QC

18 January 2018

Introduction

1. This judgment relates to the costs issues in the costs and expenses applications of the Former Trustees, R&H and the present Protector. These issues were argued before me on 12 and 13 September 2017. However, the appointment of two new corporate trustees of the TDT on 5 September 2017, to take effect on a later date in October 2017, was not then brought to the court's attention.

2. The costs issues dealt with in this judgment relate to the applications and hearings which led to me delivering two judgments dated 27 November 2015 and 29 June 2017 on (i) the principles applicable to the costs and expenses incurred during the representation of the Former Trustees, R&H and the present Protector in these long-running trust administration proceedings, and (ii) the application of those principles in Guernsey 2.

3. In this judgment I shall use the same abbreviations as I used in the judgment which I handed down on 22 November 2017 on the costs issues of the remuneration applications of the Former Trustees, R&H and the present Protector.

General principles relating to costs in the Royal Court

4. In paragraphs 4 to 12 of my judgment dated 22 November 2017, I summarised the general principles relating to costs in this court. But, since matters may go further, I have decided that I should repeat them in this judgment. In those paragraphs I said:

> ***"General principles relating to costs in the Royal Court***
> *4. Rule 82 of the Rules of the Royal Court, 2007, (**the RCCR**), provides:*
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> "82. (1) *The Court may, in any action –*
>
> *(a) make such order as to the costs of the proceedings, or of any stage or application in the proceedings,*
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> *…*
>
> *as the Court thinks just.*"
>
> *5. As was made clear in the Court of Appeal of Guernsey in Hulme v Matheson Securities (Channel Islands) Limited (No. 2) (1997) 24 GLJ 75 in relation to rule 48 of the Royal Court Civil Rules 1989, the predecessor of Rules 82 and 83 of the RCCR, the discretion as to costs vested in judges of the Royal Court of Guernsey is*
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> *"… not to be fettered or circumscribed, and is a discretion to be exercised judicially in the light of the particular facts of each case." (per Southwell J.A., p. 81 A/B).*
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> *6. The Royal Court's wide discretion under rule 82 when awarding costs at the end of proceedings, or at the end of a contested application, was explained in the decision of Deputy Bailiff Collas in Shaham v Lloyds TSB Offshore Treasury Limited and Fooks [2007-08] GLR 323, at [6] to [12]. At [10] and [11], Deputy Bailiff Collas said that "the guiding principle" in the Royal Court was to be found in the judgment of Lord Woolf M.R. in A.E.I. Rediffusion Music Limited v Phonographic Performance Limited [1999] 1 WLR 1507, where Lord Woolf said as follows:*
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> *"When deciding on what is the appropriate order for costs to make it is always desirable and usually essential to consider the circumstances of the case as a whole.*
>
> *…*
>
> *I draw attention to the new Rules because, while they make clear that the general rule remains, that the successful party will normally be entitled to costs, they at the same time indicate the wide range of considerations which will result in the Court making different orders as to costs. From 26 April 1999 the "follow the event principle" will still play a significant role, but it will be a starting point from which a court can readily depart. This is also the position prior to the new Rules coming into force. The most significant change of emphasis of the new Rules is to require courts to*

be more ready to make separate orders which reflect the outcome of different issues. In doing this the new Rules are reflecting a change of practice which has already started. It is now clear that a too robust application of the "follow the event principle" encourages litigants to increase the costs of litigation, since it discourages litigants from being selective as to the points they take. If you recover all your costs as long as you win, you are encouraged to leave no stone unturned in your effort to do so."

7. *The further passages which I cite below are, in my view, consistent with Deputy Bailiff Collas' explanation of the Royal Court's discretion as to costs.*

8. *In her judgment in Jefcoate v Spread Trustee Company Limited (2014), 17 Nov 2014, unreported, Lieutenant Bailiff Hazel Marshall QC explained the modern practice of the Royal Court in awarding costs in this way:*

"4. Who is the "successful party" is not to be judged on technicality, but as a matter of common sense: BCCI v Ali (No 4) [1989] 149 NLJ 1734 at [7] per Lightman J. Therefore, a very small recovery out of a very large claim may produce the result that the "successful party" is sensibly seen as being the Defendant rather than the Plaintiff: see Fulham Leisure Holdings v Nicholson Graham [2000] EWHC 2428 (Ch).

...

6. On the other hand, it is recognised that even a successful party is unlikely to win on all points and that mere failure to win some issues is not, without more, a reason for penalising a party in costs (HLB Kidsons v Lloyds Underwriters [2008] 3 Costs LR 427)."

9. *The approach to costs following the event in this court was also explained by Deputy Bailiff Collas in Buckley v Ronez Limited [2009-10] GLR 120. At [18], he cited in support of his decision the observation of Sir Thomas Bingham M.R. in Roache v News Group Newspapers Ltd [1998] EMLR 161, at pp 168/9, (which was later discussed by Mr Justice Briggs in a case in the Chancery Division in England, Magical Marking Limited v Ware & Kay LLP [2013] 4 Costs LR 535, at [5] to [16], (where he helpfully cited and applied recent English cases,) as "a more nuanced approach" than merely, in a money-related claim, deciding which party at the end of the case has to pay the other and ordering the paying party to pay the receiving party's costs). Sir Thomas Bingham M.R. said:*

"The judge must look closely at the facts of [the] particular case before him and ask: who, as a matter of substance and reality, has won? Has the plaintiff won anything of value which he could not have won without fighting the action through to a finish? Has the defendant substantially denied the plaintiff the prize which the plaintiff fought the action to win?"

I also mention the decision of the Court of Appeal in England in Singapore Airlines Limited v Buck Consultants Limited [2012] Pens. L.R.1. At [67], [69], and [71], Lady Justice Arden said that the court must have regard to the substance as well as to the form of the proceedings.

10. *In Propinvest Group Limited (in administration) v Glenn Maud (unreported) (Guernsey Judgment 18/2014) Deputy Bailiff McMahon said as follows:*

"6. Both parties accept that the Court has a wide and unfettered discretion in relation to ordering costs. Rule 82 of the 2007 Rules simply provides that the Court may make such order as it thinks just. Further, it has also been acknowledged on behalf of the Plaintiff that the starting point is that the unsuccessful party will be ordered to pay the costs of the successful party (see, e.g., Shaham v Lloyds TSB Offshore Treasury Limited and Fooks [2007-08] GLR 323, in which it was also recognised that there needed to be appropriate flexibility to move away from that starting point, otherwise a winner-takes-it-all attitude could result in wastefulness and act as a disincentive to focus clearly on the most efficient way to seek success in the case). It is clear, therefore, that the Court retains a discretion to depart from that starting point in any case where that is appropriate."

11. *It is also now clear that the exercise of the Royal Court's discretion as to costs sometimes results in costs being ordered on an issue by issue basis rather than by applying the general rule that costs follow the event – see Shaham v Lloyds TSB Offshore Treasury Limited (supra), at [12]. But, generally, it is to be remembered that the basis of taxation should be the recoverable basis under the Royal Court (Costs and Fees) Rules, 2012, sometimes called the standard recoverable basis, unless the circumstances merit a full or partial taxation on an indemnity basis.*

12. *In the much-cited English High Court decision of Multiplex Constructions (UK) Limited v Cleveland Bridge UK Limited [2008] EWHC 2280 (TCC), Mr Justice Jackson conducted a helpful and full review of post-CPR English costs cases, which I consider is equally applicable in Guernsey, and said:*

"From this review of authority I derive the following … principles.

(i) In commercial litigation where each party has claims and asserts that a balance is owing in its own favour, the party which ends up receiving payment should generally be characterised as the overall winner of the entire action.

(ii) In considering how to exercise its discretion the court should take as its starting point the general rule that the successful party is entitled to an order for costs.

(iii) The judge must then consider what departures are required from that starting point, having regard to all the circumstances of the case.

(iv) Where the circumstances of the case require an issue-based costs order, that is what the judge should make. However, the judge should hesitate before doing so, because of the practical difficulties which this causes and because of the steer given by rule 44.3(7).

(v) In many cases the judge can and should reflect the relative success of the parties on different issues by making a proportionate costs order.

(vi) In considering the circumstances of the case the judge will have regard not only to any part 36 offers made but also to each party's approach to negotiations (insofar as admissible) and general conduct of the litigation.

…

(viii) In assessing a proportionate costs order the judge should consider what costs are referable to each issue and what costs are common to several issues. It will often be reasonable for the overall winner to recover not only the costs specific to the issues which he has won but also the common costs.""

Advocate Hay's costs of the remuneration applications

5. All the other parties, including the Joint Liquidators, agreed that the costs of Advocate Christian Hay, who was joined as a party in Guernsey 2 to represent the minor, unborn and unascertained beneficiaries of the TDT, of all parts of the costs and expenses applications should be raised and paid out of the assets of the TDT on an indemnity basis. I shall therefore make such an Order in favour of Advocate Hay in his representative capacity.

Application of the costs principles

6. In my judgment, it is clear that the costs of the Former Trustees, R&H and the present Protector of and incidental to the first part of the costs and expenses up to and including the delivery of my first judgment on 27 November 2015 should be paid out of the assets of the TDT on the basis of an indemnity. An Order made on this basis will reflect both the description by me in that judgment of the general principles applicable and the specific application of those principles to each of the Former Trustees, R&H and the present Protector. But, if and in so far as the assets of the TDT should not prove sufficient to meet those costs either in full or in part, the Former Trustees, R&H and the present Protector would have to meet any such shortfall themselves. There would, in my judgment, be no justification for me ordering that any such shortfall suffered by any of them should be met by any of the other parties or by the Joint Liquidators. I consider that it was necessary for me to deliver my first judgment in order to set out for the parties the applicable legal principles and that the entire parts of the costs and expenses applications up to and including the date of my first judgment comprised administrative, rather than contentious, proceedings and that such part of Guernsey 2 was necessary for the due and proper administration of the TDT.

7. In my view, the same applies to a reasonable period after the delivery of my first judgment so as to have allowed (i) each of the Former Trustees, R&H and the present Protector a sensible amount of time to prepare their respective claims for reimbursement of costs and expenses incurred by them in Guernsey 2 and (ii) the other parties, especially the Joint Liquidators and R&H, a sensible amount of time to decide whether or not to mount a challenge against any of the claims of the Former Trustees, R&H and the present Protector. I have concluded that

such a period expired on 26 April 2016, a date four weeks or so before 24 May 2016 when the challenges first came on for contested hearing. Doing the best I can to fix a date when the Joint Liquidators and R&H, supported by the present Protector, launched their adverse challenges on the costs claimed by some or all of the other parties, (upon which challenges I delivered judgment in my second judgment on 19 July 2017,) I have chosen 26 April 2016, the day before the Joint Liquidators, R&H and the present Protector filed written submissions in support of their various challenges to other parties' costs and expenses, and I consider that the nature of the costs and expenses applications in Guernsey 2 then changed from administrative proceedings related to the due and proper administration of the TDT to hostile or adverse proceedings brought by the challenging parties.

8. I have decided that different principles should be applied thereafter and that the usual principles as to costs of hostile or adverse proceedings, as described in paragraphs 4-12 of my judgment of 22 November 2017, should largely govern the orders which I make as to the costs of the second part of the costs and expenses applications, *i.e* from and after 27 April 2016.

9. I shall deal first with the costs of the costs and expenses successfully claimed for reimbursement by the Former Trustees. As is apparent from my second judgment of 19 July 2017, the Former Trustees successfully defended nearly the entirety of the challenges to their costs and expenses made by the Joint Liquidators, R&H and the present Protector. The sole area where their claim to reimbursement did not succeed related to part of their Non-Specific Application costs relating to the matters dealt with in exhibit BW1 to Mr Brian Williams' 1st affidavit sworn on behalf of the Former Trustees on 4 April 2016.

10. In my judgment, the Former Trustees were obviously the successful parties, that is to say the overall winners, and the general starting point is, therefore, that they are entitled to recover their costs of the challenges from the challenging parties, *i.e.* the Joint Liquidators, R&H and the present Protector. In his oral submissions on 13 September 2017, Advocate Robison, on behalf of R&H, in my view rightly, accepted that in making its challenges to the Former Trustees' claims R&H had exposed itself to the possibility of a hostile costs order being made against it in favour of the Former Trustees. In my judgment, the same also applies to the Joint Liquidators and the present Protector.

11. I shall next consider whether the circumstances of the case require me to depart in any way from that starting point. In doing so, I have taken into account whether it could be fairly said that the challenging parties had successfully kept the Former Trustees from such a substantial part of the sums claimed by them that, in the exercise of my discretion as to costs, I should make such a departure. At best, in my view, only a small departure might be justified. But, overall, the Former Trustees have been so successful that I have concluded that no departure should be made. I shall therefore allow the Former Trustees the entirety of their costs of the costs and expenses applications in Guernsey 2. The Joint Liquidators argued that over the length of the Former Trustees' costs and expenses applications the Former Trustees had unreasonably increased their costs by failing to adduce evidence in support of their claims promptly or sufficiently to enable the Court to decide the challenges made to those costs and expenses and that the Former Trustees should therefore be penalised by the Court to reflect such alleged unreasonable conduct of their claims and that the Former Trustees should only receive two-thirds of their costs, one-third of which should be paid by each of the Joint Liquidators, R&H and the present Protector, the unsuccessful challenging parties. But it is to be remembered that the burden of proof lay throughout on the challenging parties, and not on the Former Trustees, and that, in the end, the challenges were almost totally dismissed by me in my second judgment. For those reasons I have decided, in the exercise of my discretion as to costs, to make no reduction to the costs of the Former Trustees of their costs and expenses applications and to make an order that they should receive all their costs of these applications.

12. I shall next consider whether the Former Trustees' costs should be paid by the Joint Liquidators, R&H and the present Protector, each of whom maintained substantial challenges to the Former Trustees' claimed costs and expenses, jointly and severally or by each of them in different proportions reflecting the extent of their respective challenges to the amounts claimed by the Former Trustees. In her oral submissions on 12 and 13 September 2017 Advocate Roland argued that the opposition of R&H, supported by the present Protector, was less than that of the Joint Liquidators, reminding me, *inter alia*, that it was the Joint Liquidators alone who had sought the production of invoices by the Former Trustees to support their claims for reimbursement, and that I should therefore make an Order reflecting this and order (i) the Joint Liquidators to pay 80% of their costs and (ii) R&H and the present Protector to pay the remaining 20% jointly and severally.

13. In the exercise of my discretion as to costs, I have decided that I should make an order against the challenging parties in different proportions. In my view, since all of them maintained their challenges to the end, albeit in respect of a lesser part of the sums claimed than was the case when the challenges were first made, they should all be held substantially responsible for the payment of the Former Trustees' costs of successfully repelling the challenges to a very large extent indeed. Advocate Roland and Advocate Robison have persuaded me that the challenges of the Joint Liquidators to the costs and expenses of the Former Trustees were more extreme on their part than the challenges of R&H and the present Protector and that it is just and proportionate that I should reflect this in my order as to the costs of the Former Trustees by ordering the Joint Liquidators to pay a higher proportion of those costs. I appreciate that my decision depends to some extent on a degree of subjective evaluation on my part, but I am persuaded that such an approach is the correct one for me to take in all the circumstances. I have decided that I should order the joint Liquidators to pay 60% of the Former Trustees' costs of their costs and expenses applications and that R&H and the present Protector should jointly and severally pay the balance of 40% of those costs.

14. On behalf of the Former Trustees, Advocate Roland argued that I should make an order for costs against the Joint Liquidators, but not against R&H and the present Protector, on the indemnity basis on the basis that they had conducted their challenges unreasonably and beyond the norm to be expected in a case like this. In making this argument, she relied especially on what I had said in paragraphs 40 to 42 of my second judgment. But I have decided that it is not necessary or appropriate for me to do so. In reaching this decision, I have taken into account the helpful summary of Michael Jones QC, J.A., in the Jersey Court of Appeal in *Leeds v Weston and Levi* [2012] JCA 088, of the principles governing indemnity costs. The question which is to be addressed is: Is there something in the conduct of the action by one of the parties or the circumstances of the case which takes the case out of the norm in a way which justifies an order for indemnity costs, recognising that there will usually be some degree of unreasonableness? I also took into account that there is no need for the claiming party to show a lack of moral probity or conduct deserving of moral condemnation, or malicious or vexatious conduct before an indemnity costs order can be made, but there had to be some special or unusual feature justifying such an award such as culpability, abuse of process, deceit, unreasonable behaviour, abuse of court procedures or the submission of unnecessary evidence – see also the summary of the applicable principles in the Court of Appeal in *Guernsey 1*, 21 January 2015, judgment 4/205, *per* John Martin QC, J.A. at [15]. I was not persuaded that the conduct of their challenges by the Joint Liquidators justified or required an order against them on the indemnity basis, and I shall therefore order that each of the Joint Liquidators, R&H and the present Protector should pay their respective shares of the Former on the recoverable basis.

15. I shall also make an order that the Former Trustees are entitled to be reimbursed out of the assets of the TDT on an indemnity basis for any shortfall in recovery which they may endure in seeking execution of the orders flowing from this judgment for the payment of their costs

of their costs and expenses, and also for the difference between their recoverable costs and their full costs. At the close of her oral submissions on 13 September 2017, Advocate Roland had said that this approach was acceptable to her clients. See also paragraph 27-182 of *Lewin on Trusts*, 19th edition, for the applicable law relating to this issue.

16. Since the challenges were adversarial, or hostile, in nature it is, in my judgment, inappropriate for me to allow either the Joint Liquidators or R&H or the present Protector to recover any of their costs in making their challenges to the Former Trustees' costs and expenses out of the assets of the TDT. Whilst it might have been possible for me to have made such an order in favour of the challenging parties if their challenges had been wholly or substantially successful, in the instant case no such argument is available to them in light of the almost total success of the Former Trustees in defeating the challenges made to their claimed costs and expenses, and it would not, in my view, be just or appropriate for me to allow such recovery.

17. I turn now to the challenges of the Joint Liquidators to the costs and expenses respectively claimed by R&H and the present Protector. I am able to deal with these challenges together.

18. In this part of the applications, the Former Trustees maintained a neutral position whilst the present Protector supported R&H's position on its claims and R&H supported the present Protector's position on his claims.

19. I shall order that the Former Trustees may claim to be reimbursed for their costs and expenses of the applications made by R&H and the present Protector incurred both before and after 27 April 2016 on an indemnity basis out of the assets of the TDT. Since the Former Trustees decided to remain neutral on these applications, there never was a hostile application as between them and either R&H or the present Protector and so I am of the view that their costs of those applications should be dealt with as part of the administration of the TDT and that, as a matter of principle, they are reimbursable to them in the usual way in due course of administration of the trust.

20. I now turn to the costs of R&H and the present Protector of their own costs and expenses applications and their costs of supporting each other's applications. I have ruled that the applications became adversarial and hostile, rather than non-contentious and administrative, with effect from 27 April 2016.

21. As is the case with the Former Trustees' costs and expenses applications, R&H's application was very largely successful whilst the present Protector's application was entirely successful. Again, it was necessary for each of them to pursue the second part of the applications, *i.e.* from and after 27 April 2016, to the end in order to obtain the orders which I made in their favour in my second judgment.

22. R&H and the present Protector were, therefore, the overall winners and the general starting point is that they should be entitled to recover their costs of the challenges from the challenging parties, *i.e.* from the Joint Liquidators.

23. The question next arises whether or not the circumstances of the case require me to depart in any way from that starting point. There would be no justification, in my view, for me doing so in the case of the present Protector, who was wholly successful. Nor, in my judgment, would there be any such justification in the case of R&H, which recovered almost all its costs and expenses in my second judgment; R&H was almost entirely successful in its claims for reimbursement.

24. I shall therefore allow both R&H and the present Protector the entirety of their costs of their respective costs and expenses applications in Guernsey 2 and I shall order that these costs be

paid by the Joint Liquidators; but, in order to reflect the reality of the situation, I shall make no order as the costs of R&H and the present Protector of supporting the other against the challenges raised by the Joint Liquidators, (which costs I expect might, in any event, be minimal).

25. I have next considered whether R&H's and the present Protector's costs of their own applications and of supporting the other's application should be paid by the Joint Liquidators, who maintained substantial challenges to their claimed costs and expenses, on the recoverable basis or, as R&H and the present Protector contended, on an indemnity basis.

26. In his oral submissions on 13 September 2017, Advocate Robison contended that I should order payment by the Joint Liquidators on an indemnity basis. He argued that the Joint Liquidators were prepared to do anything they could in order to frustrate the process in the hope that the receiving parties would agree to accept something less than a full indemnity. Advocate Robison carefully took me through the course of the written submissions filed on behalf of the Joint Liquidators and described some of the contents as mischievous or as having the flavour of an unreasonable degree of hostility which was out of place in an application of this nature and he argued that some parts of the submissions amounted to an attempt to reargue what had been determined in favour of R&H in my first judgment. In summary, Mr Robison submitted that it all amounted to an unreasonable approach for the Joint Liquidators to have taken and that they had taken their challenges to an unreasonably hostile level. Advocate Richardson on behalf of the present Protector supported Mr Robison's submissions and also relied upon the total success of his client on his costs and expenses application as a further reason for me making an order for costs in his favour on an indemnity basis.

27. In her oral submissions on 13 September 2017, Advocate Gray on behalf of the Joint Liquidators described the circumstances of the costs and expenses applications in Guernsey 2, in my view accurately, as both unusual and extraordinary, but submitted that the challenges made on behalf of her clients did not come within the area where an order for indemnity costs should be made. I agree with this submission. In my judgment, the approach taken by the Joint Liquidators to maintain their challenges against R&H and the present Protector from and after 27 April 2016 was hostile in the sense of adversarial, but not unreasonably so. Nor do I consider that the challenges made by the Joint Liquidators can properly described as either relying upon evidence or analysis which had been unnecessarily submitted or an abuse of the process of the court. The fact that I have rejected the challenges almost entirely does not, as I see it, justify, in the circumstances of R&H's and the present Protector's applications, an order for indemnity costs.

28. In the exercise of my discretion as to costs, I have therefore decided that I should make orders for costs against the Joint Liquidators on the recoverable basis, and not on an indemnity basis. I was not persuaded that the conduct of their challenges by the Joint Liquidators justified or required an order against them on the indemnity basis, and I shall therefore order that the Joint Liquidators should pay the costs of R&H and the present Protector of their respective costs and expenses applications on the recoverable basis.

Priorities

29. As I have previously mentioned in oral argument and in several judgments during the course of Guernsey 2, Guernsey 2 is not the proper forum for arguments on matters of priority or set-off. Such matters will fall to be resolved either in Guernsey 1 or in separate proceedings brought after the results of the many appeals to the Privy Council in Guernsey 1 are known. It therefore follows that the orders made by me in Guernsey 2 should be expressed in terms reflecting that the orders are made without prejudice to the determination of all issues as to

the priority, if any, of the orders and judgments made in favour of the Former Trustees, R&H and the present Protector.

Leave to appeal applications

30. As I have confirmed in earlier hearings, I have extended time for appealing against all orders and judgments made by me in Guernsey 2 until after I have delivered this judgment. I shall therefore arrange for the delivery of this judgment to be listed at the same time as any applications in Guernsey 2 for leave to appeal to the Court of Appeal against any of my decisions for which leave may be required. On the date fixed for this judgment to be handed down by me in open court, 18 January 2018, the extension of time for appealing against any of my previous decisions in Guernsey 2 should be addressed by any Counsel whose client or clients should wish to seek leave to appeal against any order in Guernsey 2, including any order flowing from my decisions on the costs and expenses and remuneration applications. In any event, I draw the attention of the parties to the provisions of the Court of Appeal (Guernsey) Rules, 1969, to the time limits imposed on appellants by those Rules and to the current practice and procedure in the Royal Court for applications for leave to appeal.

31. If there should be any other outstanding applications in Guernsey 2, including applications relating to the form of Order in Guernsey 2, the parties should seek any directions which they may require on 18 January 2018.

Patrick Talbot QC
Lieutenant Bailiff

18 January 2018