IN THE ROYAL COURT OF GUERNSEY

ORDINARY DIVISION

Civil No. 1923

IN THE MATTER OF THE TRUST

BETWEEN:

(1) ARTEMIS TRUSTEES LIMITED

(2) ARTEMIS CORPORATE SERVICES LIMITED

Applicants

And

(1) MARTIN JOHN SANDLE

(2) RODNEY GRAY DENTON (DECEASED)

Respondents

Before: Lieutenant Bailiff Master Peter Haworth

Hearing date of: 10th August 2017

JUDGMENT handed down: 11th August 2017

Representation:

Counsel for the Applicants: Advocate J A Tee

The First and Second Respondents did not appear

Introduction

1. On the 2nd June 2017, I handed down judgment in relation to the Respondent's application for remuneration and expenses pursuant to their claim for costs and fees from the assets of the Trust, dated 24th December 2015 ("the Fee Claim").

2. At paragraph 118 I gave permission for either party to advise the Court by 4.00 pm on the 10th July 2017, if my provisional determination of items in the Fee Claim was disputed. An Act of Court dated the 2nd June 2017, records that direction. On the 4th July 2017 I amended the Act of Court to confirm that were my provisional determination not accepted, the party so disputing it, should set out brief reasons why. I also listed a hearing to determine any outstanding issues relating to my provisional determination in the Fee Claim for the 10th and 11th August. The Act of Court of the 4th July 2017 stated the purpose of the hearing was to:

    (a) Hear any objections (either orally or in writing) to the provisional assessment of the items assessed on the 30th May 2017.

    (b) Assess two remaining items, namely invoices 04280 and 05264 on the basis of the representations already made in the Scott Schedule, the documents before the Court and any further oral or written submissions from the parties.

    (c) Determine any outstanding issues regarding the costs of the claim.

3. On the 12th July 2017, the Applicants applied for the following Orders:

    (1) The Respondents shall pay to the Trust the net sum determined by the Court in determination of the Fee Claim, including in such account all costs orders made in the proceedings to date.

    (2) Any amount in excess of £1,000,000 that is held pursuant to the Escrow Arrangements as contemplated by Schedule 4 to the 25th May Order be released therefrom and shall be paid to or at the direction of the Applicants pursuant to Item 3 of that Schedule.

    (3) The Respondents shall pay the Applicants' costs of and occasioned by the Fee Claim on an indemnity basis or such other basis as the Court deems fit.

    (4) The Respondents shall not be entitled to an indemnity from the assets of the Trust in respect of their costs of the Fee Claim including any such costs as are payable to the Applicants.

    (5) Such other Order as the Court see fit.

The Adjournment:

4. On the 9th August 2017, the First Respondent e-mailed the Court with an application for an adjournment of the hearing listed for the 10th and 11th August. In his e-mail, the First Respondent stated:

    "*As you are aware, I have been suffering from stress and exhaustion and have submitted and have submitted medical opinion to that effect from my doctor, this condition has prevented me from preparing for the hearing because I found myself often unable to concentrate – I could not "think straight".*

    On or about the 21st July 2017 I damaged my back whilst lifting a heavy object and have since been prescribed pain killers; the pain was such that the dosage had to be increased and the consequence was that, again, I was not able to "think straight". Because there was no real improvement my doctor in Luxembourg issued his opinion that I was not sufficiently fit and capable to attend court and arranged for an urgent X-ray – the results of the X-ray showed that I have fractured my spine and it needs time to recover. Copies of his opinion and the X-ray report are attached.

Clearly it is not possible to know the time required for the recovery but it is anticipated to be six weeks, I should then need some time to complete the drafting of my responses to the preliminary judgment, which I dispute on a variety of grounds, perhaps a further period of time would be appropriate."

5. Attached to the e-mail was a medical certificate from Dr Vincent Meyers dated the 8th August 2017 which stated the following:

> "*Mr Sandle Martin born on the 4th March 1946.*
>
> *This is to certify that the patient suffers from a compression fracture of 3rd lumber vertebrae after, as he says, lifting a heavy weight.*
>
> *His medical condition and administrated treatment, are restraining his usual intellectual abilities and causing an exhaustion and so will not be able to attend a court process, until 31st August 2017."*

A copy of a radiologist report dated the 3rd August 2017 was attached to the medical certificate.

6. The first question I therefore have to decide is whether to adjourn the proceedings to allow for the attendance of the First Respondent.

7. This is not the first time that the First Respondent has sought an adjournment of the Fee Claim and I refer to paragraphs 83-85 of my judgment of the 2nd June 2017. At or about the beginning of July 2017, a further statement of 'fitness for work' from Social Security was received by the Court from the First Respondent. This showed that on the 21st June 2017, a doctor at the Bosmere Medical Practice in Havant, Hampshire had assessed the First Respondent and stated that he was suffering from "*Severe stress reaction – symptoms have not resolved. I am keeping under review"*. The doctor signed him off as being 'not fit for work' to the 24th July 2017.

8. On the 10th July 2017, the First Respondent e-mailed the Court with reference to the directions dated the 4th July 2017, confirming that the provisional assessment was disputed. Within that e-mail he set out brief reasons as follows:

> *"1. The Overriding Objective of the Court as set out in The Royal Court Civil Rules, 2007 has not been achieved and the case has not been dealt with justly;*
>
> *2. The Respondents were denied legal representation at the expense of the trust fund and as a consequence and to their disadvantage, have been compelled, through lack of funds, to appear as Litigants in Person;*
>
> *3. Insufficient attention has been paid to the fact that the Respondents although they have always desperately wished to resign were unable to resign as Trustees without loss of 'reasonable security';*
>
> *4. The insistence of LB Marshall that the liens obtained by the Respondents at the time the Trust was subject to the Law of England were non-possessory, was contrary to advice received from the late St John Robilliard, and has greatly affected the case to the disadvantage of the Respondents;*
>
> *5. The failure of the Court to adequately consider the guidance and consequences of 'Lewins' in connection with the liens which attach "to each of the trustees*

separately" at the time the Applicants were appointed has had a detrimental effect upon the Respondents;

6. *The Court has not been even-handed between the Trustees and has paid insufficient attention to the shortcomings of the Applicants, including:*

    Failure to ensure the Trust had sufficient liquidity at the time of their appointment to ensure their independence;

    Their attempt to terminate the appointments of the Respondents without reasonable security;

    An incorrect decision to state there was no need for 'reasonable security', without the benefit of independent tax advice;

    Failure to accept the Respondents continued in office pending 'reasonable security';

    Failure to co-operate with their co-trustees;

    Failure to take any steps to preserve the value of the assets of the Trust in the light of the contingent liability of over €27M;

    Failure to act in a way which would facilitate the Respondents release by joining with them in arranging 'reasonable security';

    Failure to prioritise the interests of the creditors as against the interests of the beneficiaries in what was an insolvent trust;

    Failure to examine the affairs of the Trust ad to 'properly make an allegation';

    Failure to make a 'Beddoe' application or request directions from the Court;

    Failure to request any reporting of the actions of their co-trustees in connection with the administration of any of the entities owned by the Trust;

    Failure to acknowledge that much of the correspondence and consequent advice has resulted from the actions of their legal advisors and other circumstances of which they were well aware.

7. *The Court does not appear to have fully understood the consequences of the Overarching Agreement and its impact on 'reasonable security';*

8. *Neither does it seem to have accepted that the failure to complete the Pledge Agreement denies the Respondents <u>any</u> security;*

9. *There appears to be a confusion between the remuneration of the First Respondent and the fees of his firms, which by their nature, are expenses, not remuneration;*

10. *Similarly, the distinction between efforts to agree the amount of the fees due payable by the Trust, which is part of 'reasonable security', have not been distinguished from the pursuit of the 'fees claim';*

11. The decision to disallow supporting evidence is entirely contrary to the Overriding Objective and has resulted in great injustice;

12. The conclusion that the liabilities of the Respondents are for their personal benefit ignores the personal responsibilities of individual trustees which are anyway a claim on the Trust Fund – it was always the case that as a 'quid pro quo' for accepting the onerous duties of acting personally as Trustees, the Trustees were to be protected by the Trust Instrument to the greatest extent possible, from personal cost or expense."

9. On the 10th August 2017 at 09:17 an e-mail was received at Court from the First Respondent which stated:

> "*I am attaching my first very draft response to the preliminary judgment of LB Haworth; whilst it needs much more work and collating with transcripts and other evidence, I am hoping that it will be regarded as better than nothing at this time. Despite some help, it has been a slow process because I cannot work whilst in pain and then, when I am not in pain, the pain killers affect my ability to reason and concentrate; this ability was already compromised by my state of mind whilst diagnosed as stressed and exhausted."*

10. The e-mail went on to set out various matters of dispute in relation to my judgment of the 2nd June 2017. Attached to the e-mail was a document headed "Comments on the Preliminary Judgment dated the 2nd June 2017" which runs to some 14 pages. The e-mail refers to this attachment as "document 1.8.17.docx". The attachment addresses itself in detail to specific paragraphs of the judgment of the 2nd June 2017 and why the First Respondent does not accept my findings. I will return to this document and to the earlier e-mail of 10th July 2017 later.

11. In relation to the First Respondent's application for an adjournment of the proceedings on the 10th and 11th August 2017, I am satisfied that based on his current medical condition, the First Respondent is unable to *"attend a court process until the 31st August 2017"* to advance oral submissions in relation to the outstanding issues in the Fee Claim. However, I am far from satisfied that the First Respondent is unable to deal with matters on the basis of written submissions. In my judgment, based on the documentary evidence of the e-mail of the 10th July 2017 and the attachment to the e-mail of the 10th August 2017, the First Respondent is in a position to provide the Court with written submissions in connection with the issues remaining in dispute.

12. The overriding objective of the Royal Court Civil Rules 2007 states:

> "1. (1) The overriding objective of these Rules is to enable the Court to deal with cases justly.
>
> (2) Dealing with cases justly includes, so far as is practicable -
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> (a) ensuring that the parties are on an equal footing,
>
> (b) saving expense,
>
> (c) dealing with the case in ways which are proportionate –
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> (i) to the amount of money involved,
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> (ii) to the importance of the case,

(iii) to the complexity of the issues, and

(iv) to the financial position of each party,

(d) ensuring that it is dealt with expeditiously and fairly, and

(e) allotting to it an appropriate share of the Court's resources, while taking into account the need to allot resources to other cases.

(3) The Court must seek to give effect to the overriding objective when it –

(a) exercises any power given to it by these Rules, or

(b) interprets any rule."

13. Furthermore, Rule 50 (2) of the Royal Court Civil Rules, 2007 states:

"(2) The Court may –

…

(j) deal with any matter in the absence of any party,

(k) hold a hearing …

(l) deal with the matter on written representations submitted by the parties instead of by oral representations,"

14. The Fee Claim commenced as long ago as the 24th December 2015. Applying the overriding objective and Rule 50(2)(j) and (l), in the circumstances of this case, it is in my judgment disproportionate to require the attendance of the First Respondent at a time when he is medically unfit to attend Court. It seems to me that to determine the outstanding issues relating to this long-running claim by way of written submissions is a proportionate approach and means that the outstanding issues in this case can be dealt with expeditiously and fairly whilst allotting an appropriate share of the Court's resources. That being the case, I dismiss the First Respondent's application for an adjournment of the oral hearing listed for the 10th and 11th August 2017 and will proceed to determine the outstanding issues between the parties on the basis of written submissions only, in accordance with the Act of Court which accompanies this judgment.

Provisional Conclusions in relation to outstanding items

15. At paragraph 86 of my judgment of the 2nd June 2017, I concluded that a provisional determination of the remaining items in the Scott Schedule which formed the basis of the Fee Claim would be a proportionate and reasonable approach to take. My provisional assessment was based on the Applicants' and Respondent's responses contained within the Scott Schedule, together with the available documentation contained in the folders and document lodged by the First Respondent and permitted by the Court.

16. My provisional conclusions in relation to the outstanding items are set out at paragraphs 88 – 117 of the judgment. The Applicants have accepted my provisional determination and are content that I make those conclusions final. The First Respondent, for the reasons set out in his e-mails of the 10th July and 10th August 2017, together with the detailed response document attached thereto, does not. I treat both these documents as objections in writing by

the First Respondent to the Provisional Assessment of the items I assessed on the 30th May 2017 pursuant to paragraph 3(a) of the Act of Court dated 4th July 2017.

17. Based on the written submissions I make the following findings:

(1) In relation to the objections contained in the e-mail of the 12th July 2017, these total twelve in number. In my judgment they amount to over-arching complaints in relation to the totality of the judgment and do not condescend to individual and specific objections to particular items, the subject of the Provisional Determination. They may be reasons why the First Respondent chooses to appeal my decision on the basis of the way in which the proceedings were conducted, but to my mind and upon review of the items I provisionally assessed in May 2017, they are not grounds for me to change my decision.

(2) So far as the e-mail of the 10th August 2017 is concerned, the First Respondent appears to have misread the provisions of my judgment. At paragraph 118 of the judgment I stated:

> *"118. In relation to the items considered by me during the hearing on the 16th – 19th May 2017, this judgment is final (subject to any appeal). In relation to the items that I have determined on a provisional basis, I give permission for either party to advise the Court by 4.00 pm on the 10th July 2017 if my provisional determination is not accepted. In that eventuality I will direct that a further hearing take place in relation to the disputed issues."*

The e-mail of the 10th August 2017 and indeed a substantial part of the attachment thereto relates specifically to the issues which I determined at the oral hearing in May. At that hearing I heard lengthy and detailed submissions from the Applicants and from the First Respondent. Furthermore, I considered a substantial body of documents filed by both parties and reached the conclusions fully set out in the judgment dated the 2nd June. That judgment makes it clear that my determination in relation to those issues is final, subject to appeal and I have no intention of revisiting that conclusion.

(3) Specific objections from the First Respondent are set out in the attachment of the e-mail of 10th August 2017 as follows:

"***Item 72 – Mourant Ozannes***

Para.91. I find the decision perplexing, because M SA did not exist at this time, efforts were however underway to try to find 'reasonable security' in order that 'the transaction' might move forward in accordance with the wishes and demands of the Applicants and their client.

Para 92. For the various reasons already set out herein this decision is unsafe.

Item 67 – Dixon Wilson

Para. 98. For the various reasons already set out herein this decision is unsafe.

Item 74 – Dixon Wilson

Para. 100. For the various reasons already set out herein this decision is unsafe.

Item 81 – Mourant Ozannes

Paras 101-103. The invoice actually runs from the 21.12.2011 till 3.1.2012; it deals with the aftermath of the 'Overarching Agreement', 'T restructuring', 'the transaction', the 'Deed of Exclusion', 'Instrument of Waiver', the 'side letter', the sale of ICCH, and generally reviewing that all the documentation was complete and correct whilst at the same time dealing with communications from the Applicants advisors – this had been an extremely intensive period of action by all concerned and it was mostly concerned with ensuring the transaction was completed as was 'fully supported' by the Applicants. Had all of the supporting evidence been allowed, perhaps there would have been a different, more accurate assessment. The MO files would also have shed more light on this period which seems to have been total mis-judged.

Item 82 – Mourant Ozannes

Paras 104-106. For the various reasons already set out herein this decision is unsafe. Additionally, the invoices were sent to the Applicants at the time of issue and, as a consequence, they had the ability and even obligation, to examine them at that time – we are over 5 years on and the precedent set by Pullan v Wilson would seem to mean that their decision not to do so means the Court is unable to assess them at all.

Expenses Unpaid

Item 4 – 34 Mourant Ozannes

Paras 107-112. These fees are not 'remuneration' as indicated by the draft judgment but the cost of legal advice which the Trust Instrument and 'Lewins' 21-043 authorise as recoverable from the Trust Fund; the previous comments re Pullan v Wilson also apply. Much effort has been directed to obtaining 'reasonable security' which remained elusive because the essential 'Pledge Agreement' was incomplete; these efforts are entirely consistent with the ongoing need to establish 'reasonable security'.

Item 37-38 Mourant Ozannes

Para. 115. It should be clear from the correspondence that the majority of these fees arose in relation to questions of the Applicants and as such they should be prepared to pay for them;

Para. 116. These comments appear to confuse different aspects of the Fee Claim; as was pointed out by LB Marshall it consist of separate elements: firstly, it is a necessary part of the Trustees duties to establish the quantum of the claim because, without it, it is not possible to know the extent of 'reasonable security'; secondly, the steps to obtain recovery may be personal, but as stated previously MO have habitually invoiced me separately in respect of those charges.

Para. 117. As regards the final invoice for £15,000, I dispute the sum (as I do other MO fees) because of that firm's failures, which have led to these

proceedings and a great deal of expense; in my view if anything is deemed due to be paid, it is payable by the Trust Fund in its entirety.

Conclusion

The provisional determination is not accepted."

18. Dealing with each of these objections in turn, my findings are:

- **Paragraph 91** - the First Respondent's finds my decision perplexing because *M SA* did not exist at the time. Nonetheless, the First Respondent accepts that efforts were underway at that time to obtain "reasonable security" to allow "the transaction" to move forward. I have again reviewed the documents in support of this invoice and find nothing in the First Respondent's objection to change my view that in relation to the 8th September 2011 invoice, the amount to be allowed in respect of this claim is £1,250.

- **Paragraphs 92, 98 and 100** – the First Respondent's objection in relation to these items is vague, referring to reasons already set out without identifying the particular reasons to which he refers in the first 12 pages of the attachment to the e-mail of 10th August 2017. The First Respondent's objections are generalized and amount to a general attack on both my judgment and that of Lieutenant Bailiff Marshall in her earlier judgments in this case. I have carried out a full review of the documentation in relation to the 19th September 2011 invoice (paragraph 92), the invoice of the 18th January 2013 (paragraph 98) and the invoice of the 12th March 2014 (paragraph 100) and have concluded that my provisional determination in relation to those three items remains unchanged.

- **Paragraphs 101-103** – the thrust of the First Respondent's objection to my provisional assessment is that this was a period of intense activity when the trustees were dealing with the aftermath of the "overarching agreement" and other important transactions. The First Respondent's objection is that had I allowed all his supporting evidence to be considered, there would have been a different and more accurate assessment. The issue of the documentation which I allowed the First Respondent to adduce has been canvassed in the Fee Claim on a number of occasions and I do not intend in this judgment to rehearse my earlier decisions in this regard. I am satisfied that carrying out a thorough review of the documentation in support of this invoice that the conclusions I reached in paragraph 103 of my judgment was correct and that a considerable amount of the work claimed was not properly chargeable to the Trust by virtue of paragraph 2 of Schedule 1 to the Order of 16th June 2016, permitting paid remuneration only with the consent, approval or authority of the Applicants.

- **Paragraphs 104-106** – the First Respondent's objection to my provisional determination is that the invoices in question had been sent to the Applicants at the time of issue and as a consequence they had the ability to examine them at that time. Consequently, pursuant to dicta in Pullan v Wilson, I was precluded from assessing the two invoices in question. I am far from satisfied with the First Respondent's objection. The First Respondent's objections are vague and refer to various reasons already set out 'herein'. Furthermore, the reference to Pullan v Wilson is also vague and the authority has not been provided. Looking at these two invoices, which are dated the 26th January 2012 and 24th February 2012, even if, as the First Respondent suggests, they were sent to the Applicants at the time of issue, these proceedings in relation to the Fee Claim, commenced on the 24th December 2015, some 3 years and 11 months after the first invoice. The argument that I am in some way precluded from assessing these two invoices was not raised by the First Respondent in his

submissions in the Scott Schedule and I am not prepared to allow him to raise a new objection at this stage. Reviewing the documentation in support of these two invoices and bearing in mind the provisions of the Order of the 16th June 2016, I am satisfied that I have allowed a reasonable amount of work to be recoverable in relation to both these invoices.

- **Paragraphs 107-112** – in this case the First Respondent objects these fees are not "remuneration" but the cost of legal advice which the Trust instrument authorized as recoverable from the Trust funds. He objects on the basis that much of the Respondents effort had been directed to obtaining "reasonable security" which had remained elusive because the essential "pledge agreement" was incomplete. The invoice in question comprised 29 separate accounts for work carried out by MO during the period 26th March 2012 to 28th August 2014. The amount claimed is £132,793.87. The First Respondent objection is that this work was entirely consistent with the ongoing need to establish "reasonable security". I reviewed a significant number of the documents when I originally carried out my provisional assessment and have reviewed again a sample of the documents on receipt of the First Respondent's objection. I have concluded that my findings in paragraph 110 of the judgment were entirely correct and am reinforced in that view by my conclusions in paragraph 111 of the judgment I accept that I applied a broad-brush approach to this period, rather than to deal with each individual invoice. Having reconsidered the documentation in the light of the First Respondent's objection, I increase the total allowed in paragraph 112 from £8,200 to £12,000.

- **Paragraph 115** – the First Respondent's objection is that the majority of these fees arose in relation to questions from the Applicants which they should be prepared to pay for. This is a completely different argument from those advanced by the First Respondent in the Scott Schedule and which forms the basis of my conclusions in paragraph 115 of the judgment. I am not prepared to allow the First Respondent to advance additional and new argument at this stage of the proceedings.

- **Paragraphs 116 – 117** – it is clear from the objection that the First Respondent lays the blame for these fees on the failure of MO itself, for the reasons which he appears to advance in the response to these items in the Scott Schedule. That being the case, I fail to see how in any circumstances the Trust fund is liable for the failure of MO to provide proper advice. In the circumstances, I am satisfied that the conclusions I reached and set out in paragraphs 113-117 of the judgment in connection with these fees is, if anything, generous.

19. For those reasons, save for the increase in the item at paragraph 112 of the judgment, I confirm my conclusions in relation to the provisional determination set out in the judgment of 2nd June 2017.

Outstanding Invoices 04280 and 05264

20. Following the handing down of my judgment on the 2nd June 2017, some confusion arose with regard to two invoices contained within Item 72 of the Scott Schedule. Firstly, there was confusion regarding invoices 04280 and 04780 which at the oral hearing in May, Advocate Tee for the Applicants confirmed was a typographical error and that these invoices had been transposed. I dealt with invoice 04280 in the sum of £3,177 and made a determination in relation to that invoice which is set out in paragraph 77 of my judgment.

21. I have reviewed a transcript of an extract from the proceedings of the 19th May 2016. In respect of invoice 04280, it would appear I reached no final determination. In relation to invoice 05264, paragraphs 78-80 of my judgment of the 2nd June 2017, make the position

clear. This matter was held over to the adjourned hearing in May 2017 for a determination once the First Respondent had produced an extract of the transcript of Lieutenant Bailiff Marshall's judgment of May 2016 to support his submission for "reasonable security". No such copy of the transcript was produced at the adjourned hearing in the absence of the First Respondent and accordingly a final determination in relation to invoice 05264 was not carried out.

22. Consequently my findings in relation to these two invoices are as follows:

- Invoice 04780 – This is an invoice relating to the professional services of Mourant Ozannes during the period 19th October to 17th November 2011 in the sum of £3,490. The summary contained on the reverse of the invoice shows that a total of 8.9 hours was billed by Mourant Ozannes during this period, principally by St John Robilliard, at a rate of £410 per hour and Tim Crook at a rate of £310 per hour. In their submissions, the Applicants dispute the entire invoice on the basis that no breakdown of work was provided, therefore it is impossible to determine what work was undertaken. The First Respondent in his submissions refers to point A which was set out in paragraph 90 of my judgment of the 2nd June. On a review of the documents lodged by the First Respondent in connection with this invoice, I have concluded that during this period, St John Robilliard, acting on behalf of the Respondents, was in discussions and correspondence with MacFarlanes for the new trustees relating to the issue of "reasonable security". There is clear evidence of discussions between St John Robilliard and the First Respondent concerning that issue. Consequently, despite the fact the time summary does not condescend to detailed particulars of the work carried out, in my judgment it is clear that a substantial part of this invoice was in relation to advice and correspondence relating to the issue of the Respondent's claim "for reasonable security". That being the case and using a broad-brush approach to this invoice, I allow the sum of £3,000.

- Invoice 05264 – This is an invoice from Mourant Ozannes in the sum of £10,864. It relates to a period of charge from the 17th November 2011 to the 14th December 2011. Attached to the invoice is a detailed narrative of work carried out on a daily basis, principally by St John Robilliard who accumulated 29.7 hours at a cost of £12,136 during this period. Tim Crook and Matthew Guthrie were also involved, albeit for a short period of time namely one hour. The total billed for this period by Mourant Ozannes was £12,316 but discounted by £1,492 to a total of £10,824 for their professional services together with a disbursement of £40 for courier charges. I heard oral argument in relation to this invoice on the 19th May 2017, which I dealt with at paragraphs 78-80 of my judgment of 2nd June 2017. Matters were left for the First Respondent to provide a copy of the transcript of the hearing before Lieutenant Bailiff Marshall which his submission allowed him to claim these costs in full. I have not been provided with a copy of the relevant transcript from the hearing before Lieutenant Bailiff Marshall and accordingly I propose to deal with this invoice on the basis of the submission contained within the Scott Schedule and a review of the documentation lodged by the First Respondent in support of this invoice.

  In my judgment, a considerable amount of the work carried out in this period by St John Robilliard clearly relates to expenses incurred in relation to the Respondent's positions as either shareholders, pledgees of shares and/or members of the Supervisory Board of *M SA*. Consequently, these charges are not properly chargeable to the Trust. However, during this period, there is clearly work done on behalf of the Respondents in connection with their claim for reasonable security. Applying broad-brush principles on a detailed review of the documentation during this period, I have formed the view that the amount of work chargeable to the Trust is £4,000 which in broad terms represents 10 hours of work carried out by St John Robilliard.

Outstanding Applications

23. I shall determine any remaining applications in relation to the Fee Claim on the basis of written submissions. Attached to this judgment is an Act of Court setting out a timetable to dispose of the remaining issues in the Fee Claim and I give the parties liberty to apply for such further Orders or directions as may be necessary to dispose of this matter.

Lieutenant Bailiff Master Peter Haworth

Dated this 11th August 2017