

JERSEY / JUDGMENT

Bateman v Angel Fish Limited

[2018] JRC 177 (25 September 2018)

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judgment

the deputy bailiff: 1. This is an application by Ivan Anthony Bateman ("the Representor") for a declaration (contained in the prayer of the Representation) that certain contractual restrictions ("the restrictions") to which his property Bentcliffe House, La Rue du Crocquet, St Brelade ("Bentcliffe") is subject have for their effect:- "B1. That no future building on the western terrace can exceed the height of the houses and buildings as such existed in 1908;

2. That no building can be erected on the terrace to the East of and co-extensive with, the buildings existing on the Western Terrace;
3. That the height of the exterior walls of any building erected on the Southern part of the Western Terrace may not exceed a height of 10 feet above ground level; and
4. That the height of the roof of any building erected on the Southern part of the Western Terrace may not exceed a height of 22 feet above ground level." 2. The Representor also seeks a declaration that the development of Bentcliffe, in accordance with a certain scheme in respect of which the Minister for Planning and Environment gave approval in August 2011 ("the Scheme"), is permissible in the light of the restrictions. Minor amendments were approved by the Planning Department on 15 th November, 2013. 3. Angel Fish Limited ("the Respondent"); a Jersey registered company, is the owner of a site which until 2014 was the location of a property known as Hotel La Tour, La Rue du Crocquet, St Aubin, St Brelade ("Hotel La Tour") which claims the benefit of the restrictions. 4. Bentcliffe is located approximately halfway up the hillside overlooking St Aubin's Bay to the east of La Rue du Crocquet. It currently comprises a five bedroomed house together with a greenhouse and a garage and various gardens and terraces which face out towards St Aubin's Bay. It is the intention of the Representor to develop Bentcliffe for his personal use. 5. The site owned by the Respondent on which Hotel La Tour previously stood is situated to the west of La Rue du Crocquet higher up the hillside. It also faces approximately east out towards St Aubin's Bay and in part overlooks Bentcliffe. The Respondent is currently developing the Hotel La Tour site into residential apartments and town houses. 6. A dispute exists between the Representor and the Respondent as to the ambit of the restrictions. 7. The common root in the title of the Representor and the Respondent to their respective properties is to be found

in a contract passed before Court on 21 st March, 1908 ("the 1908 contract") in which Mr John William Dart sold Bentcliffe to the Venerable Archdeacon Walter Heard. It was described in the following terms: "...une certaine maison connue sous le nom de 'Bentcliffe' avec les édifices, la terre, la cour et les jardins qui en dépendent, le mur et relief du Sud et la mitoyenneté du mur du Nord joignant par le Nord partie à la propriété due Rev. John Le Brun, partie à celle de Dlle Kate Emmeline Large ayant droit par le Testament d'Immeubles de feu Mons. Edward Brine Le Brun son marie, et par le Sud à celle de Mons. James Green et Mme. [] **Denton sa femme, ayant droit du Rev Philip Hortonse Le []** et bordant par le Ouest sur le chemin public appelé "High Street" et par l'Est sur la Grande route appelé "Victoria Road"..." which has been translated as: "a certain house known under the name of 'Bentcliffe', with its buildings, land, courtyard and the gardens, the wall and relief to the South and the party-ownership of the wall to the North, partly with the property of the Rev. John Le Brun, partly with that of Mrs. Kate Emmeline Large who has right by the Will of Immovable Estate of the late Mr. Edward Brine Le Brun, her husband, and by the South with that of Mr. James Green and Mrs. [] **Denton, his wife, having right by Rev. Philip Hortonse Le []** and bordering by the West the public road called "High Street" and by the East the Grande Route called "Victoria Road"..." The spaces above reflect somewhat illegible sections of the manuscript contract. The missing words are not material. Mr Dart was the Respondent's predecessor in title. Archdeacon Heard was the Representor's predecessor. 8. The restrictions are expressed in the following terms in the 1908 contract:- "Etant stipulé que la maison et les autres édifices érigés sue la terrasse formant la partie Ouest de la propriété presentement baillée et vendue ainsi que les murs de l'Est et de l'Ouest au pourportant desdits édifices ne pourront jamais être haussées au delà de leur hauteur actuelle, qu'aucun autre édifice ne pourra être érigé sur ladite terrasse à l'Est et au pourportant des édifices actuellement existant et que les murs extérieurs de tout édifice qui pourra par la suite être érigé sur la partie Sud de ladite terrasse ne devront excéder une hauteur de dix pieds au dessus du niveau du terrain, la toiture cependant pouvant être portée jusqu'à une hauteur de vingt-deux pieds au dessus dudit terrain." 9. The Representor acquired Bentcliffe by contract passed before Court on 4 th December 2009 ("the 2009 contract"). Some reference was made to the restrictions within the 2009 contract in the following terms:- "IT BEING ACKNOWLEDGED by the Purchaser as follows:- THAT the house and the other buildings constructed on the terrace and forming part of the Property as well as the walls of the east and of the west, co-extensive with the buildings may not be increased in height. THAT no other building may be constructed on the terrace and co-extensive with the existing buildings. ..." The 2009 contract also stipulated that:- "THE Purchaser was bound to conform to all the clauses, conditions and restrictions to which the Vendor was subject for and on account of the Property..." 10. Although we include reference to the 2009 contract for completeness, it does not appear to us to assist in interpreting the ambit of the provisions in the 1908 contract which are those, it is common ground, that are to be considered exclusively in identifying the restrictions. In any event, the Respondent was not a party to the 2009 contract. 11. It appears from the 1908 contract that the vendor retained the property to the west of La Rue du Crocquet and above Bentcliffe whilst selling off Bentcliffe

subject to the restrictions stipulated above. In terms of the restrictions contained within the 1908 contract, the Hotel La Tour may be considered the fonds dominant and Bentcliffe as the fonds servant . 12. The Representor's case is that the Scheme would, if implemented, conform to the restrictions. On the other hand, the Respondent's case is that the Scheme would infringe the restrictions. Accordingly, the Representor seeks the declaratory relief set out above. 13. A preliminary point arises in that the Respondent argues that the Court either cannot or should not grant declaratory relief in this case. The law on declaratory relief 14. The jurisdiction of the Court to grant declaratory relief was most recently considered in *SWM Limited -v- Jersey Financial Services Commission and Attorney General*

[2016] (1) JLR 65 in which the Court, at paragraphs 9 - 11 inclusive, said this:- "Jurisdiction to make the declaration sought

9. The first Jersey case to examine the extent of the court's jurisdiction to make declaratory judgments is *In re Curatorship of X* (2) in which the court examined English authorities on declaratory judgments as well as looking at the Scottish equivalent and, in referring to the Scottish approach, said this (2002 JLR 259 , at para 18): "We think that the broad and flexible approach ... is preferable to the more structured and technical approach which appears to hold sway in England, which is based partly upon historical considerations which have no application in Jersey. The principles of Scottish law ... offer a sensible and convenient approach to the question of when the court should agree to give declaratory relief and we hold that they represent the correct approach under Jersey law."
10. The Court then went on to say (*ibid*): "We do not think that the court in *Jersey Hotels* ... was purporting to hold definitively that the distinction between future and hypothetical rights went to the jurisdiction of the Royal Court to grant declaratory judgment but, if it did so hold, we respectfully disagree. In our judgment, the court should not become embroiled in a technical consideration of whether a matter can be categorised as a future or hypothetical right. The court should adopt a broader approach and consider whether there is a live practical question with practical consequences when deciding whether to exercise its discretion to grant declaratory relief..."
11. In *Zamir & Woolf, The Declaratory Judgment*, 4 th ed., para 1 - 12 (2011), the learned authors state: "Situations often arise in which a person finds himself uncertain as to his rights and duties. He is then confronted with a dilemma; whether to avoid any activity, the legality of which is doubtful, or to act on his own interpretation of the law and, in consequence, be exposed to the risk of incurring penalties or damages or of administrative interference with his interests. In the absence of the declaratory judgment, he could not obtain any legal relief in that situation; being unable to seek the aid of the court until his rights were actually infringed or at least, until he was threatened with imminent danger or serious injury ... now, however, he may be rescued by declaratory proceedings. With the development of declaratory relief the range of interest susceptible of legal protection has been greatly widened..." 15. In the earlier case (cited with approval in *SWM*) , In the matter of the *Curatorship of X*

- [2002] JLR 259 , the Court said:- "16. The position in England is to be contrasted with that in Scotland. It is clear from Chapter 8 of Zamir & Woolf, which was written by Lord Clyde, that Scottish law has not been bedevilled by the reluctance to utilise the declaratory judgment shown by English judges (op. cit., para 8.01, at 260 (1993)): "The process of declarator, whereby rights may be declared and fixed even in cases where they are not capable of immediate enforcement, has for a long time been recognised as a very valuable process. Lord Jeffrey regarded it as 'the triumph and pride of our judicial system' and its advantages won the admiration and envy of Lord Brougham. It is a process 'deeply rooted in the law of Scotland and in the practice of its Supreme Court.'"
17. A great merit of the action of declarator in Scotland is said to be its elasticity; the scope of its availability is potentially very wide. In particular, the Scottish courts do not appear to have become involved in technical considerations of whether a right is future or hypothetical. They have adopted a much broader approach. That approach is conveniently summarised by Lord Clyde as follows (op. cit., para 8.06, at 272): "It has been observed that it is the function of the courts to decide only live, practical questions and they have no concern with hypothetical, premature or academic questions, nor do they exist to advise litigants as to the policy which they should adopt in the ordering of their affairs. 'The Courts are neither a debating club nor an advisory bureau.' Hypothetical questions will not be entertained. The action 'cannot be used for the mere purpose of declaring legal propositions where no practical question or dispute lies beneath.' It is a matter of the circumstances of each particular case whether there is or is not a live practical question. There must be a sufficient degree of reality and immediacy before a declarator will be granted. If the declarator will have a practical bearing upon the resolution of an actual dispute it will be competent. It is sufficient for the competency of a declarator that there be an actual consequence either pecuniary or in facto praestando. This need not be an immediate practicality: a real possibility of the critical eventuality emerging may be sufficient.'" 16. It appears to us that there is a live practical question with real consequences for both the Representor and the Respondent and in our view such a question is amenable to a declaratory judgment. That does not necessarily end the question, however, as to ask the Court to make a declaration that the Scheme does not infringe the restrictions to which Bentcliffe is subject is to ask it not only to declare what the meaning of the restrictions are as such but then to conduct a comparison between the technical drawings and information contained within the Scheme documentation that has been provided to us, as against those restrictions. We do not think in this case that such is appropriate nor, on the evidence before us, that we are in a position to do so. Accordingly we restrict our decision to a declaration as to the ambit of the restrictions. We are not in a position to declare that the Scheme does or does not infringe them. Interpretation of the contract 17. We must, accordingly, consider the contractual position and what the restrictions mean in this context. 18. The principles applicable to the construction of any document were confirmed by the Royal Court and the Court of Appeal in the Parish of St Helier -v- Minister for Infrastructure

[2017] JCA 027 citing the Jersey Court of Appeal in Trilogy Management -v- YT Charitable Foundation (International) Limited

[2012] JCA 152 and La Petite Croatie Ltd-v- Ledo

[2009] JCA 221 . In the Parish of St Helier (Court of Appeal) the Court said, at paragraph 12:- "12. The Royal Court set out extensively the principles applicable to the construction of documents, primarily by reference to the decision of this Court in Trilogy Management -v- YT Charitable Foundation (International) Ltd

[2012] JCA 152 and La Petite Croatie Ltd -v- Ledo

[2009] JCA 221 . Those principles, which are well-known, may be stated as follows:- (1) the aim is to establish the presumed intention of the makers of the document from the words used; (2) the words must be construed against the background of the surrounding circumstances or matrix of facts existing at the time of execution of the document; (3) the circumstances relevant and admissible for this purpose are those that must be taken to have been known to the makers of all parties to the document at the time, and include anything which would have affected the way in which the language of the document would have been understood by a reasonable man; (4) evidence of subjective intention, drafts, negotiations and other matters extrinsic to the document in question is inadmissible as an aid to construction, but may be admitted to resolve a latent ambiguity (that is to say, an ambiguity that only becomes apparent when otherwise clear words are related to the surrounding circumstances); (5) evidence of events subsequent to the making of the document is inadmissible as an aid to construing the original meaning of the document; (6) words must be read in the context of the document as a whole; (7) words should so far as possible be given their ordinary meaning; and if the language is unambiguous the Court must apply it unless the result is commercially absurd; (8) if the words used are ambiguous, in the sense of being capable of more than one construction, the court should adopt the construction that appears most likely to give effect to the commercial purpose of the agreement and to be consistent with business common sense; but there is a correlation between the degree of ambiguity and the persuasiveness of a common sense construction, so that the greater the ambiguity the more likely it is that the court will adopt a construction based on business common sense, and vice versa." 19. In La Petite Croatie Ltd -v- R P Ledo and A K Ledo

[2009] JLR 116 the Court also said this at paragraphs 35

- 38:- "35. As Mr Falle explained, servitudes are not to be found in the customary law, as they are an import from the civil law. Domat, who wrote on the civil law, has often been cited as authority in the Royal Court and defines servitude as follows (1 Loix Civiles, titre XII, sect. I, paras I - IX, at 123 - 125 (1703 ed.)): "I La servitude est un droit qui assujettit un fonds à quelque service, pour l'usage d'un autre fonds, qui appartient à un autre maître; comme par exemple, le droit qu'à le propriétaire d'un heritage de passer par le fonds do son voisin, pour aller au sien. II Toute servitude donne à celui à qui elle est dûë un droit qu'il n'auroit pas

naturellement; & elle diminuë la liberté de l'usage de fonds asservi, assujettissant le maître de cet héritage à ce qu'il doit ou souffrir, ou faire, ou ne pas faire, pour laisser l'usage de la servitude. Ainsi celui de qui le fonds est sujet à un droit de passage, doit souffrir l'incommodité de ce passage; Ainsi, celui dont le mur doit porter le bâtiment clevé au dessus, est obligé de refaire ce mur, s'il en est besoin; Ainsi tous ceux qui doivent quelque servitude, ne peuvent rien faire qui en trouble l'usage... IX Comme les servitudes dérogent à liberté naturelle à chacun d'user de son bien, elles sont restraints à ce qui se trouve précisément nécessaire pour l'usage de ceux à qui elles sont dûës; & on en diminué, autant qu'il se peut, l'incommodité. Ainsi, celui qui a un droit de passage dans le fonds d'un autre, sans que le titre marque le lieu où il pourra passer, n'aura pas la liberté de choisir son passage où il lui plaira; mais il lui sera donné par l'endroit le moins incommode au propriétaire du fonds asservi, & non, par exemple, à travers d'un plant ou d'un bâtiment. Mais si le titre de la servitude ou la possession règlent le passage; quoique par un endroit incommode au propriétaire du fonds asservi, il faut s'y tenir."

36. We agree with Mr Falle that there can be derived from the above a principle that not only must there be a clear fonds dominant and fonds servient, but also that the terms of the burden on the land must be precise. Translating the first sentence of para IX: "As servitudes derogate from the natural liberty of each to use his own property they are confined to that which is precisely necessary for the use of those whom they are due."

37. There is a presumption in favour of the freedom of land, as made clear in the following extract from the judgment of Southwell, J. A. in *Colesberg Hotel (1972) Ltd -v- Alton Hotel Ltd* (5)

[2003] JLR 176 , at para 3:- "One main feature of the Jersey law of servitudes is that there is a presumption in favour of the freedom of land from excessive burdens of servitudes. Where servitudes derive their titre from a contract or deed, the effect of this presumption is that in interpreting the words of the contract or deed, in so far as there is any ambiguity, the ambiguous words are to be interpreted in favour of the freedom of the servient tenement."

38. Thus, in order for the plaintiff to succeed, it must be able to define with precision: (a) the fonds dominant; (b) the fonds servient; and (c) the terms of the burden. Following Pothier's sixth rule and *Colesberg* , any ambiguity must be construed in favour of the fonds servient. There is no issue in this case as to the fonds dominant (No. 2) or as to the terms of the burden. The issue relates to the fonds servient. What is the precise extent of the land which is burdened and, specifically, does it include the cottage?" The position of the parties 20. The Representor placed before us a substantial amount of historical information relating to Bentcliffe and its development. Primarily this comprised the product of both his own researches into the position set out in an affidavit, and a supporting affidavit from Mr Charles Tyler of the 16 th February, 2016. Mr Tyler was the previous owner of Bentcliffe and had been so for a number of years and was able to speak authoritatively of the developments of Bentcliffe which had been in his family's ownership since 1947 when his grandfather had

bought the property. The Court was shown a number of photographs, plans and other documents relating to the affidavits. 21. Of particular interest was a report prepared by Mr Stuart Fell in January 2016. Mr Fell is an architect and is a Jersey building historian. From his interesting report it is clear that Bentcliffe was once substantially larger than it is today and was indeed larger when it was sold in 1908. Mr Fell has provided a series of three dimensional drawings and we have found that a useful means of understanding both the development of Bentcliffe and, more importantly, the position which existed in 1908. 22. The Respondent has not tendered evidence and has not challenged the contents of Mr Fell's report. In the circumstances we take his drawing of Bentcliffe entitled 'Phase 4' on the balance of probabilities, to be the appropriate reflection of the layout, extent and buildings of Bentcliffe as they were at the time of the 1908 contract. 23. Although there have been some developments since 1908 the shape of the main building in Bentcliffe is identifiable in the present day. 24. In short, the drawing shows that Bentcliffe comprised buildings and land and was approximately the shape of an elongated rectangle running north to south. The northern area, covering somewhat less than a third of the rectangle, was built on. These buildings comprised a northern gable at the northern boundary, and a southern gable at the southern end of the built up area. Between the gables at the beginning of the roof level was a flat roof filling in the space in between the gables. To the south of the built up area, being the remainder of the terrace, was an area of land referred to in the drawing as the terrace. The property was walled to the west by a wall of varying height, and to the east in part by a wall leading down to a smaller lower terrace. 25. Since 1908 parts of the terrace have been sold and other buildings built upon them. In the various three dimensional drawings produced by Mr Fell for the period after the 1908 contract it does not appear that any of the properties on either the built up area or, subsequently built on the terrace, exceeded in height 22 feet. 26. The restrictions set out in French in the 1908 contract appear to us to encompass the following essential provisions:- (i) The house and other buildings already existing on the terrace forming the western part of Bentcliffe as well as the walls to the east and the west coextensive with those buildings may never be increased in height above their current height; (ii) No other building may be erected on the said terrace to the east and coextensive with the buildings currently existing; (iii) That the exterior walls of all buildings which might in the future be built on the southern part of the terrace must not exceed a height of 10 feet above the level of the earth and the roof may be built up to a height of 22 feet above said level of the earth. 27. As we have already said, on the basis of the evidence provided to us, the buildings that have been created since 1908 on those parts of the terrace that have been sold off have not exceeded 22 feet. Specifically the property 'Le Cercle', situate now immediately to the south of Bentcliffe on land that once formed part of the terrace, has a roof height that is some 22 feet above the level of the earth. 28. It is also the case that the height restrictions contained within the 1908 contract appear to have been based on the actual height of the buildings which existed on the Bentcliffe site at the time. 29. It appears likely to us that the purpose of the restrictions was to preserve for the Hotel La Tour site, then retained by the vendor when Bentcliffe was sold, the views across St Aubin's Bay whilst at the same time not unduly restricting, to the detriment of its value, the ability of

the purchaser of Bentcliffe to build upon and develop that property. 30. The Respondent's case is that the only proper interpretation of the restrictions, given that they were designed to ensure that the view of the Hotel La Tour was protected, is that it is not possible to exceed the outline of the existing buildings and any further building to the south of the western part of the terrace is restricted to exterior walls of no more than 10 feet above ground level and a ridge line of any roof supported on the walls of no more than 22 feet above ground level. It is accordingly the case that the Respondent argues that no part of the building may exceed the height that then, in 1908, existed. 31. The buildings on the northern part of Bentcliffe had, as far as we can see, been built to the heights specified in the restrictions applicable to the southern part of the terrace. Both the north and the south gable have a ridge height of 22 feet and the walls of the building built between the eaves of the southern side of the north gable and the northern side of the south gable, a flat roof structure, is at a height of 10 feet. 32. In part, the point at issue between the Representor and the Respondent is whether or not it is permissible in effect to fill in the space between the ridgelines between the north and south gables by another roof with ridges to a height of 22 feet. The Representor maintains that it is possible, the Respondent, relying as it does on preserving the profile of the buildings at Bentcliffe, claims that it is not. 33. There is no doubt, having viewed the various plans, photographs and drawings, that what the Representor proposes will have some impact on the view available to the Hotel La Tour. It is difficult to assess precisely what this effect will be as the Hotel La Tour has, of course, been demolished, and although the Court visited the site and was able to view Bentcliffe from the scaffolding erected in the course of the development on the Hotel La Tour site it is, of course, not easy to assess precisely what the difference may be. 34. However, it seems to us that what we must do is to interpret the 1908 contract on the assumption that the words as drafted represent the agreed and negotiated position between the then contracting parties. To seek to explore in too great a detail what might be the intention of the parties (other than revealed in the clear words of the clause) would risk stretching or doing violence to the express terms of the contract and would be an exercise fraught with uncertainty. We have not been shown contemporaneous documentation which touches upon the motives of the contracting parties at all or the result that they sought to produce. It seems to us that the minimum restriction on Bentcliffe that is consonant with the express wording in the clause must be the construction that the document bears. 35. It is clear that when drafting the restrictions the draftsman had in mind that any walls on the southern part of the terrace would be no higher than 10 feet and the roof should be no higher than 22 feet above the level of the ground. There is no specification otherwise as to the size of any development on the terrace nor indeed whether the roof ridge would run from east to west as the ridges of the gable do in the existing building or from north to south which would have created a solid obstruction to any part of the view from the Hotel La Tour to a level of 22 feet. The supplemental submissions 36. At the end of the argument before us we wished for clarification from the parties as to whether the reference to 'Pieds' within the 1908 contract should be taken as 'Pieds à Perche' or 'Pieds de Roi'. Furthermore we asked for further submissions on the meaning 'toiture' within the 1908 contract. 37. We are indebted to a counsel for their research on these questions. The initial

submission on behalf of the Respondent during the course of the hearing before us was that there was presumption in favour of measurements being in *pieds perche*. The supplemental submissions before us, however, do not suggest any such presumption and it appears clear that both *Pieds à Perche* and *Pieds de Roi* were used as measurements at the relevant period. 38. Of course the position is now provided for within the Rules of Court and the Practice Direction issued with regard to the use of English in contracts passed before the Royal Court (Practice Direction RC 06/01) which, at paragraph 3(e) provides:- "All linear measurements described in a contract will be deemed to be in imperial feet and inches unless otherwise stated." 39. In his work entitled 'Table Facilitant les Calculs Necessities dans L'Arpentage et Partage d'Heritages' by Alfred Messervy (1888) the author states that the law makes a distinction between measurements of area of land and the surface of land being measured in *Pieds à Perche* and masonry or brickwork in *Pieds de Roi*. Given that that the restrictions where measurements are given seem to be consonant with the height of the buildings existing on Bentcliffe in 1908, which were 22 feet (*pieds de roi*) to the ridge level in the gables, we conclude that the measurements in the contract should be construed as references to *Pied de Roi* or imperial feet. 40. As to the meaning of *toiture* we have seen a number of definitions helpfully provided from French dictionaries. For our purposes we take the definition from Le Dictionnaire de l'Académie française, Huitième Édition T2 [1932] which describes *toiture* as:- "Ensemble de ce qui compose le toit d'une maison, d'un bâtiment. Les couvreurs et les charpentiers travaillent, font des réparations à la toiture." 41. Accordingly we take the word *toiture* in the restrictions to refer to the whole of the roof and not merely the height of the ridge. The conclusions of the Court 42. In our judgment the provision in the 1908 contract was intended in part to secure that there was no enlargement of the buildings already built on Bentcliffe. We think that the wording of the contract achieved that purpose. Quite simply, it is not possible without infringing the provisions of the contract, to heighten either the house or the other buildings (as well as the walls to the east and to the west and coextensive with them) above the height which existed in 1908. This restriction extends to heightening the central portion of the house to the height of the adjacent ridgelines as that is in effect in our view taking the buildings above their existing height. In other words, the restrictions provide that the buildings cannot be increased in height and a heightening of the roof currently between the north and south gable would do so. 43. Accordingly we are not able to make the declaration sought at B1 of the Prayer of the Representation set out in paragraph 1 hereof as we are not satisfied that it reflects the restrictions set out above. We think that it is correct to make the declarations contained at paragraphs B3 and B4 which seem to us to be covered by the express wording. 44. For the reasons already set out we do not make a declaration in the terms of paragraph C of the Prayer of the Representation which relates to the Scheme. 45. We leave over the question of costs for subsequent argument. *Authorities SWM Limited -v- Jersey Financial Services Commission and Attorney General*

[2016] (1) JLR 65. In the matter of the Curatorship of X

[2002] JLR 259 . Parish of St Helier -v- Minister for Infrastructure

[2017] JCA 027 . Trilogy Management -v- YT Charitable Foundation (International) Limited

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