

JERSEY / JUDGMENT

Booth -v- Collas Crill [2017]

JRC 038 (06 March 2017)

[2017] JRC 038

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judgment

the master:

Introduction

1. This judgment represents my decision in respect of what costs order I should make in relation to a strike out application brought by the defendant and in relation to allowing the plaintiff to amend his order of justice.

Background

2. The background to the present proceedings is set out in the judgment of the Royal Court in proceedings between the plaintiff in the present action and the Viscount reported at Booth-v-Viscount

[2016] JRC 086 . While those proceedings concerned whether or not the Court should intervene in the Viscount's conduct of the plaintiff's *désastre* , one of the issues concerned the present claim which was summarised by the Royal Court at paragraphs 11 to 18 as follows:- "(i) Claim against Collas Crill 11. This is an action commenced by order of justice dated 2nd July, 2015. The order of justice was issued by the Representor acting personally. In broad outline the claim concerns the following. 12. In September 2009, the Representor and his late wife entered into an agreement to purchase a 50% shareholding in a company called Bravura Investments Limited ("Bravura") from a Mr Eric Evans. Bravura owned certain property in Cornwall. The consideration for the purchase was a cash sum of £250,000 together with an acceptance of a further potential liability for £52,000 said to be owed by Bravura to the relevant local authority in Cornwall. In return for this, it was agreed that Bravura would pay £1m to Mr Booth and his late wife on or before 6th July, 2011. According to the valuation provided by Mr Evans to the Representor, the property in Cornwall was valued at £4.5m with a mortgage of £3m, leaving an equity of £1.5m. The Representor took out a second mortgage on his home in order to fund this acquisition. 13. The sum of £1m was not paid in July 2011. The Representor's late wife was very ill at the time and, according to the Representor, he instructed Collas Crill to 'protect the

investment in Bravura'. As a consequence of not receiving the £1m, the Representor had to repay the second mortgage and replace it with a larger loan from Investec Bank (Channel Islands) Limited ("Investec"). 14. It transpired subsequently that the Representor had never been registered as a 50% shareholder in Bravura. It further emerged that Mr Evans had failed to procure the sale by Bravura of any of the properties in Cornwall and that the mortgage company had seized the properties under a receivership following Bravura's non-payment of the mortgage. 15. The Representor has been declared en désastre on his own application. He had been unable to repay the loan owed to Investec. 16. The Representor asserts that Collas Crill were negligent and did not protect his investment in Bravura. In particular, he asserts that they did not establish that he had not been registered as a shareholder. It was asserted on his behalf during the hearing before us that, had he been informed of this, he would have been able to take steps to be registered, which would then have enabled him to deal with the mortgage company in England and avoid a receivership. 17. There are other allegations in the order of justice but in essence, the Representor attributes his present dire financial position to the negligence of Collas Crill and seeks damages. 18. Collas Crill deny any negligence or breach of duty. Various pleadings have been exchanged and Collas Crill have applied to strike out the claim. This was due to be heard on 24th September, 2015, but has been adjourned in the light of the désastre and the Viscount's decision." 3. The Royal Court concluded that the Viscount had reached a reasonable decision not to proceed with three claims brought by the plaintiff including the present proceedings. 4. The Royal Court also found that the Viscount could not assign claims during litigation and, even if she could, her decision not to do so in this case was reasonable. 5. The latter two conclusions were challenged by the plaintiff in the Court of Appeal. For reasons set out in its judgment dated 24 th November, 2016 reported at Booth-v-Viscount

[2016] JCA 218 , the plaintiff's appeal was successful. 6. Following on from the Court of Appeal's decision, the Viscount by a notice dated 30 th November, 2016, assigned the three claims back to the plaintiff on certain terms. 7. Subsequent to the present claim being assigned to the plaintiff by the Viscount, the defendant re-fixed a date for its strike out application referred to in paragraph 18 of the Royal Court judgment set out above. Chronology 8. I also set out the following chronology both before and after the proceedings challenging the Viscount's decision. 9. The order of justice in the present proceedings was signed by the Deputy Bailiff on 2 nd July, 2015. 10. On 23 rd July, 2015, Mourant Ozannes representing the defendant wrote to the plaintiff and stated as follows:- "Our client is due to file an Answer by 31 July 2015 but in our view it will not be possible to provide a meaningful response to the Order of Justice as currently pleaded. As matters stand, we consider that the Order of Justice discloses no reasonable cause of action and that the claims, to the extent any are discernible, are entirely without merit and are frivolous and/or vexatious. In any event, the Order of Justice contains serious and fundamental deficiencies which we draw to your attention at this stage as a courtesy on the basis that you are acting as a litigant in person. By way of general example: 1. the basis for and ambit of any allegedly

applicable duties has not been adequately pleaded. There has been no identification of any terms of engagement or retainer of Collas Crill nor particularisation of the scope of any services to be provided thereunder; 2. the Order of Justice alleges that you gave certain instructions to my client but no particulars have been pleaded in respect of such alleged instructions, including dates and times and the content thereof; 3. there has been no clear identification of which terms of any engagement or retainer or which duties are alleged to have been breached. No facts have been pleaded in order to show how those terms or duties may have been breached, including as to how any instructions alleged to have been given were not complied with; 4. there has been no explanation of how any alleged breaches of duty are supposed to have caused you loss and damage i.e. how the two are legally and factually connected; 5. your alleged losses have been neither quantified nor adequately identified and the basis on which loss and damage is claimed is unclear; and 6. the pleading contains extraneous and irrelevant material to which my client should not have to plead. In the circumstances, we suggest that you should withdraw the proceedings before significant costs are incurred by both sides. In the event that you persist with your action, we would invite you to amend your pleading so that your claims may be properly understood and pleaded to by my client. We would be willing to allow you a period of 21 days from the date of this letter in which to file and serve an Amended Order of Justice on the basis that our client have a corresponding period of 21 days from the date of service of the Amended Order of Justice in which to file and serve its Answer in response. Should you be unwilling to amend your Order of Justice, without prejudice to our client's position more generally, we are instructed to issue a Summons applying for orders for the striking-out of your claim, and to apply for a commensurate extension of time for filing and service of the Answer so as to avoid the incurring of unnecessary costs in having to plead to the existing Order of Justice, which cannot possibly, in our view, provide a basis upon which this claim can be sustained. We note that your recent application for a remise de biens was refused from which we infer that your liabilities exceed your assets and that you are an impecunious Plaintiff. As such, our client lacks confidence in your ability to meet its costs in these proceedings and also reserves the right to apply for security for costs pursuant to Rule 4/1(4) of the Royal Court Rules 2004." 11. The plaintiff replied by an email on 29 th July, 2015, refusing to amend his claim. 12. On 30 th July, 2015, the defendant arranged to issue a summons seeking:- (i) to strike out the order of justice; (ii) security for costs; and (iii) an extension of time for filing of an answer until the first two applications were determined. 13. I abridged time for the application for an extension of time to allow this to be heard before me on 5 th August, 2016 at 2.30pm. 14. On 5th August, 2015, I ordered the defendant to a file request for further and better particulars of the plaintiff's order of justice by 13 th August, 2015. I also ordered the plaintiff to answer those requests he was prepared to answer and further to indicate which requests he was not prepared to answer and the reasons why by 28 th August, 2015. 15. I further extended time for the filing of an answer to 25 th September, 2015, and re-fixed the defendant's strike out application for 24 th September, 2015. 16. The order requiring the defendant to draft further and better particulars was made to try to bring clarity to the plaintiff's case in light of the concerns

that the defendant was expressing. 17. On 13 th August, 2015, Mourant Ozannes wrote to the plaintiff enclosing their request for further and better particulars and stated as follows:- "As you know, it is our client's position that the Order of Justice discloses no reasonable cause of action and contains serious fundamental deficiencies. The manner in which you have drafted the Order of Justice means that there is no easy, short or succinct way of seeking Further and Better Particulars and, therefore, the Request is unavoidably both lengthy and extensive. Even if the Request is answered in full, we doubt that it will provide a coherently framed claim or provide a suitable agenda for trial and we anticipate that the Order of Justice will be amenable to being struck out. In the circumstances, if, having considered the Request, you are still minded to pursue your claim, we invite you once again to provide us with an amended draft Order of Justice properly explaining your claims. We will then consider this with our client. If you wish to do this, please inform us of your intention within the next 7 days so that the Court can be approached about the orderly management of this litigation. We would envisage that any such draft Order of Justice should be provided to us no later than 5pm on 28 August 2015. If you do not wish to avail yourself of this offer then we remind you of paragraph 2 of the Act of Court which requires that you must provide your answers to the Request by 5pm on 28 August 2015 and, to the extent that you are not prepared to answer any questions, the reasons why. We are conscious that you are a litigant in person, as indeed no doubt was the Court when it made the Act of Court. If you feel you cannot answer all of the requests in the time ordered by the Court then it seems to us that as a matter of priority you must answer those questions which relate to the scope of all retainers which you assert are relevant to your claim and to explain, properly, the manner in which you allege the retainers were breached and how such breaches are causative of loss. You will also need to give priority to the same issues in relation to any tortious claims you wish to pursue." 18. The request for further and better particulars contained 138 numbered paragraphs and ran to 25 pages. 19. The plaintiff provided his response on 27 th August, 2015. 20. On 28 th August, 2015, Mourant Ozannes wrote to the plaintiff as follows:- "Thank you for your response to our Request for Further and Better Particulars of your Order of Justice (RFBP), which we received by email yesterday afternoon and by hard copy this morning. Regrettably, your response does not adequately address our RFBP, nor, therefore, the deficiencies in your pleaded claim. Given the current state of your pleaded case and the tight timetable that has been set for our client's strike-out application and the filing of evidence in support, our client feels that, as matters stand, it has little choice but to continue with its strike-out application to be heard on 24 September. That said, without prejudice to our client's view (which we share) that there is no merit in your claims, our client is willing in principle to try and assist you to address the deficiencies in your pleading (including as now contained in your response to our client's RFBP) by setting out in detail what we say are the ongoing issues with it. On the present timetable, however, it will not be possible for our client to wait for your response before progressing its strike-out application and preparing the evidence in support - it needs to get on with that work immediately. If you are prepared to agree to an adjournment of the hearing date for our client's strike-out application, along

with consequential extensions for the dates for the filing of our client's evidence and Answer (and assuming the Master concurs), then we will put our preparations on hold and, instead, turn our attention to providing you with a detailed explanation of the deficiencies in your response to our client's RFBP and why your pleaded case remains inadequate. If you agree to our proposal, we will write to you by 11 September, but we will of course endeavour to write to you sooner if possible. If you are not prepared to agree to extending the timetable as proposed above (or the Master is not happy to do so), then we will have no choice but to progress our strike-out application on the basis of your pleaded claim as it stands, in order to be able to serve and file our evidence by 11 September. Upon receipt of our evidence, you will, of course, have another opportunity to reconsider whether you wish to further amend your pleaded case (or discontinue your claim). However, by that stage, given the work that we will have had to carry out in progressing our client's strike-out application, it is likely that any agreement by our client to adjourn its strike-out application would be on terms as to costs. Our client has no desire to incur unnecessary costs in this matter and if we can assist the orderly resolution of this dispute by helping you to understand why it is we say that your case as presently pleaded does not allow for that, then that would be our client's preference (and, we believe, the Master's). As such, we hope that you will agree to the proposal set out in the fourth paragraph of this letter. Unfortunately, if you are not prepared to proceed in that way, our client will have no option but to proceed with its strike-out application. As I am sure will already be clear from what is set out above, our client will not be filing an Answer at this stage. The Master recognised in his email of 6 August that, if our strike-out application proceeds, even if it is unsuccessful the current deadline for filing and serving the Answer will need to be extended. We hope, of course, that you will in fact agree to extend time for our Answer as part of our proposal to progress matters in a way that we hope will assist you and the Court. We look forward to hearing from you in early course and, in the meantime, all our client's rights, whether in respect of costs or otherwise, are reserved." 21. The plaintiff replied by an email dated 2 nd September, 2015, as follows:- "It also seems to me that your intention has always been to 'strike out', as, in para 6 of your email to Mrs Harries (the Master), dated 6th August, 2015, you clearly state your likely intention to proceed with a 'strike out' action, the implication being that this would be done irrespective of what information you had received. Accordingly, it is my intention that you, and your clients, are seeking to play interlocutory games." 22. Advocate Lincoln responded later that same day to the plaintiff indicating in reply that his client had no choice but to press ahead with the preparation of the evidence in support of its strike out application and rejecting that the suggestion that the defendant was playing interlocutory games. 23. The hearing on 24 th September, 2015 did not proceed because shortly before the hearing Advocate Sharp was appointed on legal aid to represent the plaintiff. 24. On 16 th October, 2015, the plaintiff was declared en désastre with the result that all the proceedings the plaintiff had brought vested in the Viscount. The Viscount then decided that she did not wish to pursue these claims which led to the litigation referred to above. 25. Following the judgment of the Court of Appeal a date for the strike out application was therefore re-fixed. Initially the

application was to be heard in March but due to a clash in Advocate Sharp's diary, the hearing was brought forward to 14 th February, 2017. 26. Skeleton arguments were provided by both parties on Wednesday, 8 th February, 2017. Attached to the plaintiff's skeleton argument was a draft amended order of justice completely reformulating the plaintiff's claim. 27. In light of the draft amended order of justice, the defendant, shortly after the exchange of skeleton arguments, agreed to the order of justice being amended and did not proceed with its strike out application. 28. The parties could not however agree on what cost order should be made which has led to the present judgment. The amended order of justice 29. I have set out above Sir Michael Birt's summary of the plaintiff's case as originally drafted. 30. The draft amended order of justice, in addition to alleging that the defendant failed to take adequate or reasonable steps to ascertain the true identity of the shareholders of Bravura, also asserts that the defendant failed to advise the plaintiff on claims he could have brought against Mr Evans. In particular, the plaintiff alleges that the advice given by the defendant in July 2013 was provided two years too late and the plaintiff should have been provided with this advice by no later than October 2011. 31. The plaintiff therefore claims loss of an opportunity to recover both the sums he originally provided to Mr Evans and/or Bravura of £250,000 and to recover the sum of £1 million pounds in damages and all direct consequential losses he says he has suffered. 32. The draft amended order of justice did not seek to recover certain losses pleaded in the order of justice and further did not pursue certain heads of claim as follows:- (i) Damages in respect of the purchase and sale of two properties known as the Cottage and Twychen, certain borrowings secured on another property known as Beaumont Hill House, the purchase of Beaumont Hill House and related finance arrangements and the costs of certain other borrowings; (ii) The criticisms of the defendant for acting against the plaintiff in certain proceedings brought by Investec Bank; and (iii) Claims based on misrepresentation and unjust enrichment. 33. In my judgment, Advocate Sharp firstly was right to reformulate the claim in the way he did and not to pursue the matters that his client has now abandoned. Equally Advocate Lincoln in my judgment was also right to not continue with the strike out application and to agree to the order of justice being completely re-written and the plaintiff effectively starting again by Advocate Sharp drafting a new document albeit described as an amended order of justice. The parties' contentions 34. Advocate Lincoln for the defendant contended as follows:- (i) The plaintiff's decision to re-plead its case in its entirety was a concession that his client had succeeded in its original argument. (ii) It was never clear from the previous order of justice what it is said the defendant should have done. The claim had now been reformulated with a different focus. In essence it was now a loss of a chance claim, based on a failure to advise. (iii) The plaintiff's position only became clear on receipt of his skeleton. Up to that point in time the defendant had to continue preparing its strike out application and to deal with the claim as originally formulated. (iv) The plaintiff had further insisted throughout that he was not going to amend his claim which meant that the defendant had no choice but to proceed with the strike out application. (v) Advocate Sharp on behalf of the plaintiff could have notified the defendant earlier of his intention to

amend. (vi) The extent of the further and better particulars was justified because there were seven or eight possible claims alluded to in the order of justice and the defendant wanted clarity on what claims were being brought and what was being claimed. (vii) The defendant tried to engage with the plaintiff both before and after receipt of the plaintiff's answers to the further and better particulars as set out in Mourant / Ozannes' letters of 13th and 28th August, 2015. (viii) The application was also successful because parts of the claims had been abandoned as set out at paragraph 32 of this

judgment.

(ix) The costs incurred were either of and incidental to the strike out application, or costs thrown away as a result of the plaintiff effectively starting again. In either case the plaintiff was entitled to its costs. 35. Advocate Sharp in response drew a distinction between attempts to clarify the quality of a party's case and the steps taken to challenge the merits of the plaintiff's claim. He argued that throughout the defendant was attempting to have the plaintiff's claim struck out. The whole rationale for the preparation of the affidavit of Mr Harben filed in support of the strike out application was that the plaintiff's claim was scandalous, furthermore vexatious, would prejudice, embarrass or delay a fair trial, or was otherwise an abuse of process. Yet, the defendant had folded on the merits on receipt of the amended order of justice. This was significant because the essence of what is now contained in the amended order of justice was found in the plaintiff's answers to the further and better particulars which were given on 28th August, 2015. The allegation that the defendant should have checked if the plaintiff had been registered as a shareholder was set out in a number of places in the requests for further and better particulars, in particular in response to requests 41 and 42. Despite this the defendant chose to go ahead with its strike out application. 36. Advocate Sharp was also critical of the extent of requests of further and better particulars. Although particulars were ordered to provide clarity, the number of requests could only have had the opposite effect and were unfair on a litigant in person. No clear pleading was ever going to come out of that many requests. 37. The remainder of the amended order of justice flowed from the key failure of the defendant to check whether the plaintiff was a registered shareholder and to advise accordingly. 38. The amendment could not have been produced earlier because Advocate Sharp had to obtain the plaintiff's agreement to the amendment and there was limited time between the period of him being instructed after the Court of Appeal hearing and the date ultimately fixed for the hearing which was brought forward at Advocate Sharp's request. 39. Advocate Lincoln in reply argued that it was not possible to construe the application in the way suggested by Advocate Sharp. The affidavit of Mr Harben and the application to strike out arose directly from the way the case had been pleaded. 40. The reason for withdrawing the strike out application was because, on receipt of the amended order of justice which was much more limited in scope and focused, the defendant accepted that the plaintiff had met the required threshold to avoid its claim being struck out at this stage. 41. Whether there might be an application to strike out at a later date on receipt of evidence was a matter for another day and Advocate Lincoln expressly reserved his position as to whether or not he might bring such an application on behalf of the defendant. Decision 42. Ultimately a decision

on costs, as is well known, is a matter of discretion. In particular, while the guidance that costs should follow the event is a useful starting point, it is a mistake to over strain whether one party is the winner and one the loser where the complexity or the circumstances of the dispute do not regularly lend themselves to analysis in such terms (see *Volaw Trust & Ors v Controller of Taxes*

[2013] 2 JLR 203 at paragraph 8). 43. From the perspective of the defendant it has been partially successful because parts of the losses previously claimed by the plaintiff and certain possible heads of claim have been abandoned as summarised at paragraph 32 above. 44. The defendant was also entitled to review the order of justice originally drafted, was entitled to consider a strike out application and in part has been successful in limiting the plaintiff's claim. Had the plaintiff's claim been formulated as it is now presented these costs would have not incurred. 45. In addition the plaintiff was insistent that his claim as originally drafted should not be struck out at all. 46. However, the essence of the allegation, which the defendant has now accepted should not be struck out, was found in the plaintiff's answers to the requests for further and better particulars. Yet the defendant still proceeded with the entirety of its strike out application. In particular, after receipt of the answers to the request, Maurant/Ozanne's letter of 28 th August, 2015, set out at paragraph 19 above did not recognise that that the plaintiff's claim was arguable; rather it proposed an adjournment so it could further explain to the plaintiff why his claim was deficient. It is not surprising that the plaintiff rejected this offer. This approach led to the position that, while the plaintiff refused to amend his claim, the defendant was equally insistent on pursuing matters to a strike out application despite the essence of the claim now advanced being made clear. In my judgment this part of the claim would always have survived the strike out application being advanced. 47. To the extent that the defendant complains that the answers to the further and better particulars were not clear, this is of its own making. While I appreciate why the defendant wanted to understand the plaintiff's criticisms and what loss followed as a result, the request for further and better particulars comprising 138 separate paragraphs went too far, was entirely inappropriate for an order of justice of 9 pages in length and was unfair on a litigant in person. 48. In my judgment a majority of the requests, had the matter been determined by the Court, would have been refused as either being matters known to the defendant themselves or as matters of evidence. The defendant could have put its requests much more plainly and simply. 49. Furthermore the defendant, once it received the answers to the particulars, could also have recognised what was at the heart of the plaintiff's claim and could have focused its criticisms on those parts of the order of justice which the plaintiff ultimately abandoned. Yet, it did not do so and maintained an application to strike out the whole claim. 50. I have also reached the view that the defendant, in presenting its application in the way it did, has also not taken a proportionate approach. In relation to its skeleton argument and bundle, a number of authorities provided were not necessary. I consider around one third of the cases provided were not required and were duplicative. There was also a section of over 100 pages containing correspondence whereas I was only referred to the communications I have set out in this judgment. Inserting the rest of the correspondence

was simply not necessary and contrary to Practice Direction RC13/01 concerning the production and content of bundles and the guidance at paragraph 8. 51. The defendant's advisers both in relation to the preparation of the request for further and better particulars and the bundles have not therefore taken a proportionate approach (see *Pearce v Treasurer of the States*

[2016] JRC 101). 52. What therefore is the just order to reflect that both parties in part have been successful but that criticisms can be made against both parties in respect of part of their conduct of this case. This also means that neither party can be regarded as the outright winner. Both parties have been successful in part and have failed in part. The defendant in part has also not acted in a proportionate manner. 53. Starting with the plaintiff, given that the plaintiff has withdrawn the order of justice in its original form and has effectively started again, I consider the plaintiff should bear all his costs of drafting the original order of justice. 54. Furthermore, up to and including 27 th August, 2015, the plaintiff should bear his own costs of dealing with the defendant's requests to understand the plaintiff's claim. While the plaintiff has had to incur the costs of preparing responses to the requests for further and better particulars where at least half of the requests, had the matter been determined by the Court, would not have been granted, half of the requests were justified and arose out of the way the original order of justice had been drafted. Accordingly these two factors cancel each other out. No order for costs is therefore made in relation to the request for further and better particulars. 55. After 27 th August, 2015, however the position changed because the essence of the plaintiff's case was set out in the answers to the further and better particulars the plaintiff provided to the defendant. The essence of that case is now found in the amended order of justice and accordingly, to that extent the plaintiff has successfully resisted the defendant's strike out application which sought to strike out the plaintiff's claim in its entirety. Accordingly, from 28 th August, 2015, the plaintiff should recover 50% of its costs incurred in responding to the defendant's strike out application up until the point the defendant indicated shortly after 8 th February, 2017, that it agreed to the proposed amendments. The remainder of the plaintiff's costs for this period are for the plaintiff's own account. 56. The above order does not however apply to any costs incurred in preparing the amended order of justice or advising on the same. Such costs are costs in the cause. 57. The effect of these orders, as far as the plaintiff is concerned means:- (i) he cannot recover costs incurred in preparing the order of justice that has now been abandoned or in relation to the further and better particulars of that order of justice; (ii) whether he recovers his costs in preparing an amended order of justice will depend on the ultimate outcome of the litigation; and (iii) he recovers 50% of his costs in respect of the strike out application because the plaintiff was partially successful in resisting an application that his claim be struck out in its entirety. 58. Turning now to the defendant, firstly the defendant, whatever the outcome of the litigation should bear itself 50% of the costs of preparing the bundle for the present application and its skeleton argument. This is because the bundle was not produced in a proportionate manner as I have set out above. 59. Secondly, the defendant was entitled to consider the

original order of justice. As the original order of justice has been abandoned, it should recover the costs of considering the order of justice and advising on the same up to and including receipt of the answer to the further and better particulars on 27 th August, 2015. 60. However the defendant should bear its own costs of drafting the requests for further and better particulars. This is because only half the requests were justified and therefore, while some requests were justified, the defendant also put the plaintiff to expense that was not necessary. Again, as with the plaintiff, these factors cancel each other out leading to no order for costs in relation to drafting further and better particulars. 61. After 27 th August, 2015, the defendant should recover 50% of its remaining costs (after deduction of the costs disallowed by paragraph 58 above) until its agreement to consent to the plaintiff starting again by the production of the draft amended order of justice. This is to reflect that the defendant's strike out was partially successful and that it was therefore incurring costs, a proportion of which were justified, until receipt of the amended order of justice. I should make it clear however that I am satisfied that Advocate Sharp could not have produced the draft amendment earlier than he did. Nevertheless until he did costs were being incurred. 62. In relation to the costs of producing an answer, as no answer has been produced to date, the costs order in respect of production of an answer will also be costs in the cause. 63. Any amount agreed or assessed as being due under the costs orders I have made will be set off against each other leaving a net balance due from one party to the other. It is only this net balance that may be enforced if it is possible to do so. Authorities Booth-v-Viscount

[2016] JRC 086 . Booth-v-Viscount

[2016] JCA 218 . Volaw Trust & Ors v Controller of Taxes

[2013] 2 JLR 203 . Pearce v Treasurer of the States

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