

JERSEY / JUDGMENT

Larsen Limited v Taylor

Source: jerseylaw.je · Research copy typeset by Esheria. Not court-issued or certified.

Civil procedure - discovery [2026]JRC215 Royal Court (Samedi) 18 August 2026 Before : M. J. Thompson, Esq., Commissioner sitting alone Between Larsen Limited Plaintiff And Stuart James Taylor First Defendant Geraldine Taylor Second Defendant Advocate F. J. Littler for the Plaintiff. Advocate N. H. MacDonald for the Defendants.

judgment

the COMMISSIONER:

Introduction

1. This judgment concerns a complaint by the Defendants that the Plaintiff had failed to discharge its discovery obligations. As I was satisfied that the Plaintiff had not discharged its discovery obligations, I made various orders to compel the Plaintiff to do so, as well as imposing costs penalties. As part of my decision, I was also not prepared to approve a consent order filed on the morning of the hearings as this order did not address the concerns I had about the Plaintiff's discovery This judgment explains my reasons for making these orders.

Background

2. This is a case with which I am familiar, having dealt with an application for security for costs made by the Defendants dated 10 February 2026, reported at Larsen Limited v Taylor [2026] JRC 052 ("the Security for Costs Judgment"). 3. The background to the dispute between the parties was set out at paragraphs 2 to 20, of the Security for Costs Judgment which I adopt for the purposes of this judgment. I have referred to these paragraphs because they, in summary, determine what are the relevant issues in dispute between the parties. As is well known, it is what is in issue between the parties by reference to their respective pleadings that determines what discovery should be provided. Events subsequent to the Security for Costs Judgment 4. On 6 February 2026, at a hearing where I gave my decision in respect of the application for security for costs, I also issued further directions to progress this action to trial, including discovery, and exchange of factual and expert evidence. In respect of discovery, I made the following orders: "4. pursuant to Rule 6/17(2) of the Royal Court Rules 2004, discovery shall be limited to the categories set out in the Schedule of Limited Discovery, a copy of which is attached hereto at Schedule 1;

5. by 5.00 p.m. on 21 March 2026, the parties shall provide the discovery set out in the Schedule of Limited Discovery;..” 5. The Schedule of Limited Discovery referred to at paragraph 4 required discovery of the following documents: “a) Documents referred to in pleadings but not applications for payment made where there is no dispute.
- b) Documents relevant to the issue of rectification.
 - c) All documents relating to the notice of intention to suspend dated 15 August 2023.
 - d) Documents relating to the pay less notices issued by the Defendants in respect of valuations 27 and 28.
 - e) Documents concerning the termination of the contract by the Defendants.
 - f) Documents evidencing the additional costs claimed by the Plaintiff.
 - g) All documents relating to the alleged defects.
 - h) Any material relating to the alleged abandonment of the works by the Plaintiff and/or failing to proceed regularly and diligently with the works and/or the material reduction of the Plaintiff's labour and sub-contractors on site, relevant to the Defendants' decision to terminate as pleaded in paragraphs 17.15 and 30-32 of the Defendants' Answer and Counterclaim.
 - i) Any material relating to (non)payment of sub-contractors and their refusal to complete works for the Plaintiff insofar as it is relevant to the Defendants' decision to terminate the contract.
 - j) Any material relating to the payment of sub-contractors directly by the Defendants.
 - k) Any material relating to the amounts charged by contractors and sub-contractors contracted to remedy and/or complete the works that the Plaintiff was obliged to carry out under the contract.
 - l) Any material relating to payments made by the Defendants to contractors and sub-contractors contracted to remedy and/or complete the works that the Plaintiff was obliged to carry out under the contract.” 6. The schedule was ultimately produced by consent following discussions with the Court at the hearing on 6 February. 7. The Defendants provided their main discovery affidavit on 20 March 2026 and disclosed 2,944 documents. The affidavit of discovery was provided by Michael Warren Gradidge, a senior associate employed at Appleby who act for the Defendants. His affidavit contained a detailed explanation of how data had been collected from the Defendants and other relevant parties and how those documents had been reviewed for relevance. 8. On 5 May 2026, the Defendants filed a second discovery affidavit. This affidavit explained how these additional documents came to be identified as they had not been disclosed in the original affidavit. The second affidavit also exhibited a list of those additional documents. 9. On 23 March 2026, Mr Gradidge chased Voisins for copies of their discovery. Mr Dexter Flynn, an English solicitor, replied,

stating the Plaintiff's failure was his fault due to personal circumstances and asked for an indulgence until Monday 30 March 2026. The indulgence was granted. However, no discovery was provided on 30 March 2026.

10. Accordingly, Mr Gradidge further chased Mr Flynn and stated that if discovery was not provided by 8 April 2026 then Appleby would consider making an application to Court.
11. On 10 April 2026, Advocate Littler replied stating "We will revert to you today on this matter". However, no reply was received.
12. On 1 May 2026, Appleby issued its summons.
13. On 1 May 2026, Advocate Littler emailed Mr Gradidge and stated the following: "By way of update, my client has today (prior to your email) provided me with its complete set of discovery documents. It will be completing the list of documents over the weekend (to annotate the list to show which paragraph of the discovery schedule each item falls under). We will therefore be in a position to produce the sworn affidavit early next week."
14. The Defendants provided its second affidavit of discovery referred to at paragraph 8 above on 5 May 2026.
15. On 11 May 2026, Advocate Littler purported to send the Plaintiff's affidavit of discovery, sworn by Mr Robinson. The same email also attached a zip file of the various lists which made up the lists of documents which contained hyperlinks to each document.
16. In error, the affidavit sent with this email only contained every other page because it had been incorrectly scanned. A full copy of Mr Robinson's affidavit was ultimately provided on 25 June 2026. The provision of the complete affidavit led to an email from Appleby dated 15 May 2026, which included the following concerns: "Second, the manner in which you have provided the documents requires a member of our team to download each document via hyperlinks contained in 19 different PDF files. In one particular PDF file, there are 77 pages worth of hyperlinks. We did not agree to the provision of documents in this format and it is not acceptable nor proportionate for our clients to have to incur unnecessary time and costs to extract these documents when you could have reasonably provided it by other means. The current approach is plainly contrary to the overriding objective. Finally, the documents provided at Schedule 1 of your client's affidavit are not in a suitable format which allows the parties to refer to the documents contained therein with any mutual understanding. The documents are not numerically listed, nor do you provide any alternative means of identification, such as reference numbers. Please rectify such matters immediately and ensure your client's discovery is compliant with the Practice Direction on Discovery and Practice Direction RC 17/08 on Discovery of Documents held in an Electronic Form. We look forward to hearing from you on or before 22 May 2026."
17. In Mr Gradidge's second affidavit in support of this application, at paragraph 17, he made the following complaint about Mr Robinson's affidavit: "17. In contrast, the method that the Plaintiff has chosen to discover would require my colleagues and I as the Defendants'

advocates having to invest dozens of hours downloading and organizing all of the Plaintiff's discovered documents before they can be Ingested into the Defendants' eDiscovery platform for review. That is an extremely inefficient way to discover documents and will add dozens of hours to the time it will take to review the Plaintiff's discovery, The Defendants' advocates started the process, but it became apparent that completing it was going to be extremely and unduly time-consuming

- taking days that could be saved if such downloading could be avoided - so it was terminated on the basis that it is manifestly disproportionate to download each document one at a time.”
18. On 30 June 2026, Advocate Littler for the Plaintiff sent an email to advisers at Appleby, with a link to access a site hosted by Procure which it described as the Plaintiffs online project management system.
 19. On 2 July 2026, Mr Gradidge responded to Advocate Littler with his concerns about accessing this system as follows: “Dear Francis, I have been able to access the documents on your clients Procure platform. There is a folder titled "Emails", In that folder are several hundred folders titled "[number] EMAIL ATTACHMENTS" each of which contain documents of various types. Below those folders are several hundred documents that appear to be emails titled "A [Number] EMAILS BETWEEN [Name] & [Name] [Date].pdf". How do the first set of folders relate to the emails? Are they supposed to correlate such that "55 EMAIL ATTACHMENTS" contains the attachments to "A 055 EMAILS BETWEEN [Name] & [Name] [Date]? If that the case, there is no email number 055 to which "55 EMAIL ATTACHMENTS" relates. If that is not how it is supposed to work, how are we supposed to know what emails the email attachments are attachments to? Please note, this is not a comprehensive response to your attempt to rectify the defects in your discovery. Once you have responded to the above query, we will furnish our further comments in detail.”
 20. On 9 July 2026, the Defendants’ ongoing concerns were set out in an eight-page letter to Voisin Law which made the following points:
 - (a) The vast majority of the Defendants’ discovered documents were made available to the Plaintiff within the appropriate timeframe.
 - (b) The Plaintiff’s failure to provide discovery had severely derailed the timetable set out in the Act of Court of 6 February 2026 referred to above.
 - (c) The reliance on the second affidavit of the Defendants as a justification for the Plaintiff not complying with its discovery obligations had no merit whatsoever.
 - (d) The form of list of documents was not in accordance with the specification of the proforma list attached to Practice Direction Royal Court 17/07, as required by paragraph 13 of that affidavit.

- (e) The documents in the list of documents were not in date order, were not numbered consecutively and were not described concisely, as required by paragraph 14 of RC 17/07.
 - (f) Where certain documents had been discovered in bundles, the documents within bundles were not numbered, the nature of the documents within a bundle were not concisely defined and the date range of the documents within each bundle was not stated. This was supported by the submission that the observation of Voisins that “some of the documents were individually numbered” and “many of the documents state the date of the document” was not good enough and was not in accordance with practice in this jurisdiction.
 - (g) The affidavit did not describe the extent of the searches carried out to locate documents, as required by paragraph 19 of RC 17/07.
 - (h) The form in which discovery was produced failed to comply with Practice Direction RC 17/08, in particular paragraphs 4(a), (c), (e), (g), (h) and (i). (i) He also complained about breaches of paragraphs 22 and 23 of RC 17/08. (j) He further complained about the provision of documents by way of the Procure platform.
 - (k) To the extent that the Plaintiff had suggested that it could not access the Defendants’ documents, the same letter made the point that if the Plaintiff had used an e-discovery platform, files could have been downloaded into the platform without difficulty and could be reviewed easily and efficiently, together with search functionality.
21. This led to the submission that the way in which the Plaintiff had purported to provide discovery was not in a proportionate or cost effective manner
22. These criticisms were repeated in the Defendants’ Skeleton Argument, leading to the following conclusion: “(a) The form of the list of documents is not in accordance with the specimen list attached to RC17/07 as Appendix 1 (as required by paragraph 13 of RC17/07);
- (b) The documents in the list of documents:
 - (i) are not in date order; (ii) are not numbered consecutively; and are not described concisely (as required by paragraph 14 of RC17/07);
 - (c) While the documents are discovered in bundles:
 - (i) the documents within each bundle are not numbered; (ii) the nature of the documents within a bundle are not concisely defined; and (iii) the date range of the documents within each bundle is not stated (as required by paragraph 15 of RC17/07);
 - (d) The affidavit verifying the list of documents does not include a statement setting out the extent of the search that has been carried out to locate documents (as required by paragraph 19 of RC17/07);”
23. On 3 August 2026, Advocate Littler replied to Mr Gradidge’s letter of 9 July 2026 disputing the same. The email included the following: “Without prejudice to that position, I firmly believe it is disproportionate to proceed with a directions hearing on this matter. Therefore, in the

spirit of the overriding objective, my client will edit the headings of the documents in Procore where necessary so that each document is consecutively numbered and dated and is in date order within the respective sub-categories and, if possible, will upload the emails in native rather than PDF format.” The Plaintiff’s position

24. The Plaintiff’s position was set out in its Skeleton Argument filed for the present hearing, where it made the following points: (i) It was entitled to provide inspection through the Procure platform because this was the platform that was used for the development and was therefore a platform with which the Defendants would be familiar. (ii) The Plaintiff maintained its criticism that the Defendant itself had failed its affidavit late because of the filing of the second affidavit. (iii) In relation to the Plaintiff’s lists of documents, it submitted that paragraph 14 of Practice Direction RC17/07 that normally documents should be listed individually, justified the submission that the emails were, for the most part, in date order. (iv) It also contended that the provision of documents through bundles was compliant with paragraph 15 of RC 17/07.
25. Advocate Littler’s position was that the Plaintiff’s Affidavit (at Exhibit sheet “BR1” - page 3 of the document) did set out the extent of the searches that had been carried out; she was therefore justified in endorsing the Affidavit that she was satisfied that the Plaintiff’s discovery obligations had been met.
26. In relation to both Practice Directions, the Plaintiff contended that their purpose was to provide guidance and that the Plaintiff’s list had been approached in a logical manner.
27. The email also complained about difficulties in inspecting the Defendants’ discovery.
Discussion and decision
28. Although I was not addressed specifically on this point, it is right to set out that discovery is an important, if not key, part of the process of resolving disputes. Written documentation (in whatever form) is often an accurate source of what has happened, rather than subsequent recollection by witnesses which may be imperfect due to the passage of time and also runs the risk of being tainted by subsequent events. Where issues ultimately depend on oral recollection, the documentary trail also sets the background to any key conversations or discussions that have taken place that have not been documented.
29. This is why in 2017 two Practice Directions were produced, setting out the obligations of the parties. While it is accepted that both Practice Directions provide guidance only, given the importance of discovery, where parties choose not to follow that guidance and adopt a different approach, it is important that the approach they have taken is made clear and explained in their affidavit of discovery.

30. It is also right to add that discovery has become a battleground. There are numerous recent judgments of the Royal Court, including before myself as Master and issued by Master Cadin, dealing with discovery issues. Ultimately, if discovery obligations are not discharged properly, they can lead to a claim being struck out (see *Sheyko v Consolidated Minerals* [2021] JRC 267).
31. In this case, I was also faced with the allegation that a Court order had not been complied with. I summarised the approach to be taken to such an application in another discovery case (*Haddad v GB Trustees* [2018] JRC 227 at paragraph 85), where I stated as follows: “85. Where a party breaches a court order, I considered in *Newman v De Lima* [2018] JRC 155 and *Powell v Chambers & Anor* [2018] JRC 169 what approach I should take, In summary I have to consider :-
- (i) Was the breach serious or significant; (ii) Was there good reason for the breach; (iii) What approach I should take in relation to any breach of any order and whether I should grant relief from sanction.”
32. The approach I took in *Newman v De Lima* [2018] JRC 155 was also approved in *Sheyko* at paragraphs 97 to 108.
33. In the present case, the Plaintiff was in breach of the order of 6 February 2026 by not providing an affidavit by 21 March 2026 as required. No explanation was ever offered to explain why the order had not been complied with or why the responses promised by Mr Flynn in March 2026 and Advocate Littler in April 2026 were not forthcoming. This was unacceptable conduct on the part of Voisins.
34. This breach was also serious and significant. This reflects the approach taken in *Powell v Chambers* [2018] JRC 169, referred to in *Haddad* at paragraphs 69 to 71, where I stated as follows: “69. Applying this test to the present case, I have no doubt that the breach of paragraph 1 of the order of 25th April, 2018 was serious and significant. Firstly, discovery is a serious obligation. Documentation in most cases forms a key part of the evidence before a trial Court. It is often the material by which the Court tests oral evidence or assertions or submissions be made by one party or the other.
70. Secondly, documentation is necessary because it allows parties to prepare their witness statements and their evidence to address any evidence raised in documentary form. Without documents any party is not in a position to address any evidence arising from the documents or appropriate obtain expert evidence on the issue raised by the relevant document or documents.
71. Thirdly, the discovery in this case to be provided was not insignificant. It was the discovery relied upon in support of the first plaintiff's claim for economic loss and in particular in respect of the first plaintiff's schedule of loss dated 24th February, 2017.”

35. Nor was I persuaded there was any good reason for the breach. Indeed, no reason has been advanced by the Plaintiff as to why discovery was not provided until 11 May and a full copy of the affidavit only provided on 25 June.
36. The only reason advanced to justify this was that the Defendants did not provide discovery until 5 May because that was when the Defendants provided their second affidavit. As the Defendants put it, this argument is without merit. I would go further and describe it as hopeless. The Defendants provided over 2,900 documents within the timeframe. They provided a further 38 documents. This is approximately 1.3% of the documents already provided. They also explained how these documents came to be discovered and why they had not been discovered earlier. Quite clearly the Defendants had provided their discovery; the fact that in reviewing documents in preparing the case, they realised that there were a few additional documents to disclose, does not mean that the Defendants were in breach of the order of 31 March. This point did not assist the Plaintiff at all.
37. The Plaintiff's next position is that an affidavit has now been provided, albeit late, which means that the Plaintiff has discharged its discovery obligations.
38. I was not satisfied this was the case for the following reasons:
- (a) While the affidavit lists what was searched, as this is electronic discovery, it failed to describe what processes were applied to ensure that relevant documents had been listed were produced. This is required by practice direction 17/08 paragraph 22. By contrast, the affidavits filed by the Defendants can only be described as exemplary and is exactly what is contemplated by the Practice Directions. Anyone reading those affidavits knows exactly what processes were followed. The same cannot be said at all in relation to the Plaintiff's affidavit. Although Advocate Littler at the oral hearing suggested that List of Documents when listing emails referred to the relevant paragraph of the Schedule to the Act of court of 6th February, this was not clear on the face of the affidavit or the exhibited list. In addition, the other categories in the Plaintiff's list did not appear on the face of the list to contain any such linkage.
 - (b) The list of documents in relation to emails is not chronological. A cursory review of the email section of the affidavit makes that plain. For Advocate Littler to contend that emails, for the most part, were in date order does not stand up to scrutiny at all. Putting documents for the most part in date order is not acceptable. A list should be in chronological order unless that would be seriously misleading or disproportionate.
 - (c) The WhatsApp messages are not listed individually and are not described. These should have been listed individually.
 - (d) Likewise, the bundles of photographs disclosed should have been listed and described individually.

- (e) The list of documents also separated emails from their attachments. Many attachments are also not dated. It would therefore be a difficult, if not an impossible, task for the Defendants and their advisers to work out which attachments related to which emails.
 - (f) A number of other documents are also not dated and are not described accurately and should also have formed part of a chronological list.
39. A chronological bundle is hugely important because it helps tell the story and also helps ensure compliance with discovery orders.
40. In relation to the use of bundles, I also agree with the Defendants for the reasons they gave that the bundles used needed to be justified. The fact that the parties when the construction project was taking place may have had documents in bundles, is not sufficient to justify using bundles for the Court's discovery process. The two things are very different. The main approach should be the creation of a chronological bundle, unless there are documents of the same nature (see Practice Direction 17/07 paragraph 15) which it is more efficient from the perspective of case management and the overriding objective to list such documents separately.
41. In addition, in this case, it was not clear to me on reading the affidavit that the documents had been reviewed for relevance. Neither affidavit explains how documents were reviewed. Looking at the list, notwithstanding the order made for limited discovery, there are documents disclosed which it is difficult to understand why they are relevant. By way of example, there is a log for architect's instructions where all the instructions are disclosed. There does not appear to have been any analysis as to whether all of the instructions are relevant to the issues in dispute. A similar issue exists in relation to all drawings, manpower returns and pay less notices, MCVs, progress reports, valuations and programme.
42. Although Advocate Littler informed me orally that Mr Robinson was aware that discovery had been limited and he had reviewed documents accordingly, this meant that Voisins had not reviewed the list for relevance. As Officers of the Court, with ultimate responsibility for the discovery process, they should have done.
43. These failings also lead to the conclusion that I do not understand how Advocate Littler could have endorsed the affidavit in the way she did, that she was satisfied that the Plaintiff had discharged its discovery obligations. It is quite clear from a review of the list that the discovery obligations had not been satisfied. It also appears that the question of relevance was left to the Plaintiff to determine without any review by Voisins. Yet ultimately it is for the advocate to advise and guide on ensuring that only relevant documents are included. It is not appropriate to dump everything in the lap of the opposing party (and ultimately the Court when it comes to trial) which is what seems to have occurred here. Advocate Littler should have realised on reading the list of documents that it did not comply with the relevant Practice Directions and was not in an appropriate form. What gave the game away in this regard is her offer to edit the headings of documents in Procore where necessary, so that each document was consecutively numbered and dated. This in itself was an admission

that the list of documents did not comply with the Court's requirements. Advocate Littler should have realised this before endorsing the affidavit of discovery. To be fair to Advocate Littler, she accepted these criticisms in Court and apologised. While the apology was accepted, it should not have come to this.

44. The offer to put the documents on Procore for inspection was therefore wholly inadequate. This proposal still does not provide the Defendants with their entitlement to a list properly put together. It also amounts to an admission that a chronological list had not been provided. The approach of the two parties could not be further apart. The Defendants are entitled to a list. They are also entitled to expect adherence to the Practice Directions and, if those are departed from, with an appropriate explanation as to exactly why. This should include why any such departure is proportionate and meets the overriding objective. This is why I was not prepared to approve the Consent order which simply reflected the offer made.
45. Returning to the third stage of the test in *Newman v De Lima*, while the Plaintiff has not provided an affidavit of discovery to discharge its discovery obligations properly, this does not mean that a fair trial should not take place. There are clearly relevant documents which exist. This is also a building dispute where much will turn on documentary evidence and expert review of that documentation. At this stage, it would not therefore be appropriate (and to be fair to the Defendants, they did not ask for this) to prevent this matter from going to trial.
46. What the Defendants did ask for was the following: "1. The Plaintiff shall no later than 1 month after the date of this order provide discovery to the Defendants in accordance with RC 17/08 by:
- (a) Using appropriate technology to ensure that the disclosure is carried out efficiently and effectively;
 - (b) Discovering electronic documents in their original format;
 - (c) Providing the documents to the Defendants in such a way as to give the Defendants the ability to search, review and display the documents efficiently;
 - (d) Disclosing the electronic documents in a single, continuous table or spreadsheet, each separate column containing exclusively one of the following types of discovery data :- (i) discovery list number (sequential); (ii) date; (iii) document type e.g. letter, email, spreadsheet; (iv) description of document (if not clear from its title); (v) author/sender and organisation where relevant; (vi) recipient and organisation where relevant; and (vii) discovery list number of any parent or covering document.
 - (e) Disclosing the electronic documents in their Original Format, in a manner which preserves Metadata relating to the date of creation of each document.
 - (f) Providing the emails in the Plaintiff's discovery together with all family documents."

47. In view of the concerns set out in this judgment, as is permitted by the overriding objective, I granted this order (apart from giving the Plaintiff and Advocate Littler a little more time to comply). I also made other further orders to ensure compliance as follows:-
- (a) I ordered expressly that the Plaintiff was only to list relevant documents and to remove any irrelevant material.
 - (b) I made this order a final order. In other words, the Plaintiff would not be allowed any more time. The Plaintiff's approach has already meant that exchange of witness statements and expert evidence has not happened as contemplated by the Act of Court of 6 February. By this stage, the case should have been ready for a review of whether it was ready for trial and for trial dates to be fixed. The parties are nowhere near that because of the Plaintiff's approach to discovery.
 - (c) I further made it clear that if the Plaintiff did not meet its discovery obligations as required, then it was open to the Defendants to apply to strike out the Order of Justice and the Reply and Answer to Counterclaim.
 - (d) the affidavit of discovery to be provided should be sworn by Advocate Littler, not the Plaintiff. This was to ensure that the obligation to provide discovery was discharged properly.
 - (e) For the same reason, I ordered expressly that the discovery process was to be conducted by Advocate Littler and / or under her supervision.
48. I also made orders in relation to inspection. While I agree with the Plaintiff that the Plaintiff cannot be required to retain an e-discovery provider, in my experience, it is the norm in cases of this kind where documents are mainly created electronically for inspection to be provided through an appropriate e-discovery platform. This is distinct from an e-discovery provider. In my judgment, it is entirely consistent, where a case is mainly based on electronic documents, for such documents to be provided through an e-discovery platform so that they can be reviewed by both parties. The existence of these platforms is not new and they have been in place for a number of years. Procore is not such a product. It is a product for construction projects; not provision of e-discovery. Again, I accepted the Defendants' criticism of the approach taken of using Procore as set out at paragraphs 16, 17 and in particular paragraph 20 above. In addition, the complaints the Plaintiff advanced about the Defendants' discovery would also be addressed by use of such a platform.
49. Finally, in relation to costs, while I accepted that the case could proceed to trial, behaviour of this sort and non-compliance with discovery should attract sanction (see Haddad, Sheyko and Powell v Chambers as examples). In this case, I concluded that the appropriate sanction was for the work carried out by the Plaintiff to date to attempt to provide discovery, including its legal costs, should be borne by the Plaintiff personally and should not form part of any claim for costs, should the Plaintiff be successful at trial.

50. Secondly, I acceded to the Defendants' suggestion that the Plaintiff should pay the Defendants' costs on an indemnity basis. The conduct described in this judgment and the serious failings with the Plaintiff's discovery justify an order being made on an indemnity basis to express the Court's displeasure. Whether these costs are for the Plaintiff or Voisins is a matter for the Plaintiff and Voisins to work out between them. This is because I am not privy to what advice may have been given by Voisins about discovery and therefore cannot reach any conclusion as to who is ultimately responsible for the failings set out in this judgment. What is clear to me, however, is that these failings are serious and the Defendants should not be out of pocket any more than is necessary for having to raise these failings to ensure the Plaintiff's and Voisin's compliance with the discovery process.
51. Finally, I set a new timetable for the exchange of factual and expert evidence which had been ordered on 6 February to try to progress this case to a trial absent settlement in the interim. Authorities *Larsen Limited v Taylor* [2026] JRC 052. *Sheyko v Consolidated Minerals* [2021] JRC 267. *Haddad v GB Trustees* [2018] JRC 227. *Newman v De Lima* [2018] JRC 155. *Powell v Chambers* [2018] JRC 169

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.jerseylaw.je/judgments/unreported/Pages/%5B2026%5DJRC215.aspx>

CASE PAGE <https://chat.esheria.ai/case-law/jersey/larsen-limited-v-taylor-2026>

Prepared on 22 October 2026 · Esheria