

JERSEY / JUDGMENT

Pickersgill v Young [2021]

JRC 264 (15 October 2021)

[2021] JRC 264

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judgment

the master:

Introduction

1. This judgment contains my decision in relation to the second defendant's summons seeking:
- (a) to strike out the plaintiff's order of justice on the grounds that it may prejudice, embarrass or delay the fair trial of the action and/or that it is otherwise an abuse of process of the court; and (b) in the alternative to strike out the claim on the basis that it is prescribed. 2. It is convenient to deal with the prescription issues first and then to deal with the abuse of process argument.

Background

3. The plaintiff's claim is for damages for personal injury following the plaintiff being diagnosed with a stroke on 24 th April 2016. It is averred by the plaintiff that the stroke was caused by uncontrolled hypertension and that opportunities to diagnose this hypertension and therefore avoid the stroke were missed by inter alia the second defendant prior to 2016. There are also overlapping allegations against the third and first defendant about failures to diagnose or treat. 4. In summary the events forming part of the plaintiff's claim began on 16 th October 2007 when an Ear Nose and Throat Physician saw the plaintiff and wrote to the second defendant recommending that the plaintiff be given a cardiovascular work up, which should have included a blood pressure check. The plaintiff's case is that this recommendation was never acted upon although the second defendant (and the first defendant) are alleged to have seen the plaintiff on subsequent occasions. 5. On 18 th October 2012, the plaintiff was referred by the second defendant to the third defendant. The third defendant wrote to the second defendant on 7 th November 2012 stating that a neurological episode that had occurred in 2012 affecting the plaintiff should be treated as a stroke. However, neither the second defendant nor the third defendant put in place an annual review following the third defendant's letter. The plaintiff also claims that he was still not undergoing appropriate blood pressure monitoring. 6. This sequence of events since

2007 led to the following allegations against the second defendant:- "iv. Failing to consider that microembolus causing unilateral sensorineural hearing loss constituted a stroke, and therefore failing to prescribe an anti-platelet (e.g. Aspirin) and a statin and to undertake blood pressure monitoring;

- v. Failing to heed the correspondence by the ENT consultant recommending a cardiovascular workup following the presumed microembolus in 2007; vi. Failing to perform a cardiovascular workup in 2007, as recommended by the ENT consultant, which would have included a blood pressure check, further to the presumed microembolus in September 2007; vii. Failing to institute annual blood pressure monitoring, as a minimum, following the Plaintiff's presumed microembolus in September 2007; viii. Failing to subsequently identify that the Plaintiff had not undergone a cardiovascular workup, nor appropriate blood pressure monitoring from 2007 onwards; ix. Failing to instigate an annual stroke review, including blood pressure monitoring, following the Plaintiff's stroke in 2012;
- x. Failing to subsequently identify that an annual stroke review, including blood pressure monitoring, had not been undertaken from 2012 onwards; xi. Failing to diagnose and treat the Plaintiff's elevated blood pressure; xii. Failing to exercise proper care and skill in performance of his contractual obligations." 7. The above alleged failings led to the allegation "had the plaintiff's elevated blood pressure being identified from 2007 onwards it is averred it could have been controlled with anti-hypertensive therapy, and the plaintiff's stroke diagnosed on 24th April 2016 would have been avoided". 8. Damages are claimed as a result for pain and suffering, loss of earnings and additional care required. 9. The order of justice also pleads that at all material times the second defendant was indemnified in his practice as a general practitioner by the Medical Protection Society ("MPS"). 10. In relation to the second defendant, it is also right to record that he passed away on 15 th April 2020. The second defendant's answer therefore pleads that it is an abuse of process to bring claims against the second defendant's estate given that direct witness testimony cannot be obtained from him. 11. The second defendant further pleads at paragraph 21 of his answer that anyone wishing to claim against the estate of a deceased person must do so within a year and a day of a deceased's death or at the latest a year and a day from the date of the issue of a grant of probate. The order of justice was served on 9 th July 2021 which was therefore more than a year and a day after the second defendant had died. A grant of probate was issued on 14 th May 2020 in favour of the second defendant's widow as executrix. 12. The second defendant's answer further averred that any claims in contract or tort were prescribed on the basis of the claims being against the Estate. 13. In relation to the substantive allegations set out in the order of justice these were not admitted because the second defendant's position is that a more detailed response to the order of justice could not be provided without sight of the plaintiff's medical records if the present application was not successful. The claim in contract 14. The second defendant criticised the order of justice as lacking sufficient particularity as to whether there was any contract between the plaintiff and the second defendant. However, the second defendant in its answer admits that the plaintiff consulted the second defendant. As this is a strike out application, it is right to proceed on

the assumption that the plaintiff did pay the second defendant for services provided by the second defendant as a general practitioner and accordingly a contract existed between them. 15. As the law stands the limitation for claims for breaches of contract is ten years, which period of time commences to run from the date of any breach, (subject to the observations of Southwell J. A. in *Boyd v Pickersgill & Le Cornu*

[1999] JLR 284 that the Court of Appeal might apply a reasonable discoverability test). That change however has not yet occurred and therefore I am bound by the current state of Jersey law, namely that time starts to run for the purposes of claims in contract from the date of breach. 16. In this case, unless any prescription period is suspended by the doctrine of *empêchement* or is affected by the late Dr Young's passing, any claims in contract that relate to matters that took place before 10 th July 2011 are otherwise prescribed. This means that the allegations in respect of events after this date are not prescribed. The plaintiff is therefore free to contend against the second defendant insofar as he claims loss and damage due to a failure to act in the manner pleaded in the order of justice as set out above after 10 th July 2011, then he can pursue such claims. This will need the plaintiff to identify and plead when the plaintiff saw the second defendant after 11 th July 2011 if I allow his claims to continue. 17. The second defendant's arguments therefore require me firstly to consider whether the regrettable demise of the late Dr Young curtails the limitation period for claims in contract against his estate. 18. Advocate Corbel argued in respect of the limitation period of year and a day referred to in *Robertson & Anor v Lazard Trustee Company (C. I.) Limited*

[1994] JLR 103 , that this period also applied to claims against an estate other than claims in tort. I do not agree for the following reasons. 19. Firstly, the decision in *Robertson* is clearly in respect of claims by heirs against the estate of a deceased person, not third-party claimants. Paragraph 2 of the Headnote to *Robertson* states as follows: - "(2) Since there was in Jersey an established prescription period of a year and a day which applied to

(a) actions to set aside wills of movable property or to have them reduced *ad legitimum modum* ; (b) actions regarding wills of immovable property (by the *Loi*

(1851) *sur les testaments d'immeubles* , art. 15); and

(c) actions to set aside *inter vivos* gifts of immovable property on the ground that they were in effect testamentary, it would be contrary to public policy to allow such challenges to *inter vivos* gifts of movable property to continue to be made for a longer period and the year-and-a-day limitation would therefore be applied to the present case. There could, however, be exceptions to this period, e.g. if gifts or wills were made in times of war, or if the plaintiffs had been legitimately ignorant of their right of action. However, there were no such special circumstances in the present case and the plaintiffs' action was therefore prescribed, having been brought more than a year and a day from the time when they first knew of the existence of the settlement (page 111. line 30

- page 112, line 37)." 20. I am confirmed in this conclusion by the Customary Law Amendment (Jersey) Law 1948 (the "1948 Law"). Article 1(1) of the 1948 Law provides as follows: - "(1) Subject to the provisions of this Article, on the death of any person after 19th June 1948 all causes of action subsisting against or vested in the person shall survive against, or, as the case may be, for the benefit of the person's estate: Provided that this paragraph shall not apply to causes of action for defamation or seduction or for inducing one spouse to leave or remain apart from the other or to any claim against any person for damages on the ground of the adultery of that person with the or wife of the claimant." 21. Article 1(4) also provides as follows: - "(4) No proceedings shall be maintainable in respect of a cause of action in tort which by virtue of this Article has survived against the estate of a deceased person, unless either -
 - (a) proceedings against the deceased person in respect of that cause of action were pending at the date of the deceased person's death; or (b) proceedings are taken in respect of that cause of action not later than 6 months after the deceased person's personal representative took out representation." 22. In other words, while the 1948 Law imposes a time limit for claims in tort which have to be commenced within six months after a deceased person takes out representation, this is the only relevant qualification to Article 1(1). Article 1(1) otherwise makes it clear that any other causes of action survive against a person's estate. This must include actions for breach of contract. 23. Advocate Corbel argued that, if the claims against an estate were not limited to a year and a day, this could cause practical difficulties for executors or administrators because they could not distribute an estate. In considering this argument she conceded (rightly my view) that claims by an estate continued and any limitation period applicable to such claims were not altered by the death of an individual. She asked however rhetorically, what was the point of estates advertising for claims if those claims could still be brought long after an estate had been distributed? 24. In my judgment, there are three answers to this question. The first is that, if claims are advertised and an estate is distributed, a creditor who does not respond, and who later seeks to bring a claim within time against an estate, runs the risk of not being able to enforce any valid claim because by the time the claim is brought assets have been dissipated and spent. Heirs or residuary legatees receiving assets where a claimant had not responded to an advert would have strong grounds for relying on a change of position defence if they were no longer in possession of assets received from an estate. Secondly, while there may be arguments based on a public policy of concluding the administration of assets sooner rather than later, the fact that a different limitation period might be preferable does not allow me to override the clear language of Article 1(1) of the 1948 Law. That is a matter for the States of Jersey as the legislative assembly. Thirdly, in this case there is no prejudice to the estate because the estate is insured with the MPS and there is no evidence before me that any claim made affects the late Dr Young's heirs. 25. For these reasons I therefore reject the second defendant's argument that the applicable limitation period for a claim in contract against a deceased person is a year and a day from the date of death or the issue of any grant of probate. 26. I deal with the question of empêchement after I have dealt with the claims in

tort which I address next. Claims in Tort 27. The first argument raised by Advocate Corbel was that the date the plaintiff suffered damage was when his hypertension was first diagnosed in March 2016. This mattered because if any valid extensions of time had been granted (see below) they were only granted more than three years after the plaintiff suffered damage. Therefore, the plaintiff's claims in tort were already prescribed by the time any extensions of time were purportedly granted. Any such extensions of time could not therefore take effect. 28. I was not persuaded by this argument. The plaintiff's complaint, as noted above, is that, had he been correctly treated, he would not have suffered a stroke in April 2016 as the stroke would have been avoided. The damages claimed are therefore the pain and suffering due to the plaintiff suffering a stroke, coupled with the additional care required, and the loss of earnings claimed. 29. This means that any limitation period would ordinarily expire on 20 th April 2019 as the plaintiff appears to have started to suffer a stroke on 21 st April 2016. The first extension of time, if validly granted, was granted on 17 th April 2019 and so was within 3 years of st April 2016. This first argument therefore fails. 30. However, the claims in tort are affected by Article 1(4) of the 1948 Law referred to above because the second defendant passed away in April 2020 with a grant of probate being issued on 14 th May 2020. Any new proceedings in tort therefore had to be commenced because they were not already in existence within six months of the grant of probate being taken out. Unless therefore the six-month period of time referred to in Article 1(4) was lawfully extended by agreement, the relevant expiry date for the purposes of any claim in tort was 13 th November 2020 and proceedings were not commenced until after this date. 31. It is therefore necessary to consider whether or not any extensions of time were granted on behalf of the second defendant in respect of claims in tort. This part of the judgment also applies to any claims in contract, if I am wrong on the conclusions I have already reached. 32. In respect of this argument, it is common ground between the parties that the late Dr Young's indemnifier was the MPS. 33. On 20 th March 2019 Viberts acting for the plaintiff wrote to Mourants (in Guernsey), who were acting for the MPS, seeking to extend prescription. 34. On 12 th April 2019 Viberts wrote to Mourants : - "I refer to Chantal's below email and would like to confirm whether the MPS have confirmed cover for Dr Young, pursuant to my email of 20 March 2019, if an extension to prescription cannot be agreed with Dr Young and/or his MDU, i will potentially have to issue proceedings against him..." 35. Mourants replied the same day stating: - "We have now received an answer from the claims handler. They have found a Dr M J Young in Jersey who is now retired. His reference is 51808, but they are not sure if this is the correct Dr Young. Are you able to provide us with any more details to help them identify him? I will then be able to chase this up for you as a matter of urgency on Monday." 36. Viberts replied at 19:34 the same day: - "I believe this is the correct M J Young. I have looked through my client's GP records, and the entries refer to Dr M J Young which accords with their reference. His surgery was 41 David Place and he practiced alongside Drs Ellis and Overton. I am aware that Dr Young is also retired, and I cannot find any other Dr Youngs in Jersey, so I am pretty confident the MPS have identified the correct GP. Kindly confirm whether they would be willing to extend prescription accordingly." 37. On 13 th April 2019 Katherine Raison of Mourant replied by email stating: -

"On that basis, I confirm that our client is willing to extend the prescription period on behalf of Dr Young by six months on the basis that the Plaintiff refrain from issuing proceedings until we have had the chance to consider and review his evidence." 38. There was then further correspondence between Mourant and Viberts culminating in an email of 17 th April 2019 from Katherine Raison which stated: - "Further to our discussion yesterday, we have now received instructions from MPS. They agree that if they are instructed to act on behalf of Dr Young and/or Dr Gibson and have full authority to make case management decisions, they will not object on behalf of Dr Young or Dr Gibson to the prescription period being extended to 21 October 2019." (underlining added) 39. All subsequent extensions of time were made on the same basis. 40. In May 2021 MPS appointed Ingram Advocates to represent the second defendant. 41. In an affidavit dated 24 th September 2021 filed by Alison Clarke an English Solicitor employed by MPS at paragraph 4, Ms Clarke deposed as follows: - "4. I was allocated the case of the late Dr Young on or about May 2021. I was made aware that the case was closely linked to the cases of two other medical professionals in Jersey, also indemnified by MPS. As I understood it, it had become necessary for the assistance of MPS to be engaged on behalf of the Estate of the late Dr Young and also Dr Gibson (both of whom the Plaintiff was alleging negligence in relation to). I was aware that Mourant in Guernsey were instructed in relation to the case against Dr Ellis, but that Mourant had advised that they would not be able to act on behalf of the Estate of the late Dr Young, nor Dr Gibson (as they would be conflicted). Very little information was provided because there was an 'information barrier' put in place but I was provided this limited information referred to commence the instruction of separate legal representation." 42. Accordingly, the second defendant firstly argued that prescription had not been extended because Mourants had not been instructed or could not have acted on the part of the estate of the second defendant because of a conflict or a potential for conflict between the second defendant and the other defendants. 43. The conclusion I have reached however was that Mourants by their email of 17 th April 2019 made it clear that they were acting on behalf of the MPS and that if the MPS were instructed to act on behalf of the second defendant that the MPS would not object on behalf of the second defendant to the prescription period extended. While therefore there may be an information barrier in place within the MPS (which is understandable) and while Mourants could not provide substantive representation to all of the defendants because of the potential for conflict, (which is also understandable), the second defendant's insurers, MPS, through Mourant made a representation that MPS would not object, on behalf of the second defendant if MPS was instructed, to prescription being extended. This was in effect a conditional extension of time. 44. It is clear from the affidavit of Alison Clarke that MPS are now instructed for the second defendant and therefore the conditional extension of time set out in the email of 17 th April 2019 has been fulfilled. In my judgment MPS cannot now resile from that agreement to extend time. The fact that Mourants were not retained by the second defendant is irrelevant to what Mourant said on behalf of MPS. Authority was given by the second defendant's insurers to extend time if MPS were instructed by the second defendant (through his estate) which has since happened. Accordingly, the claim in tort is not prescribed. 45. During the cause of oral

argument this argument was refined to contend that after the death of the second defendant only his estate could have agreed to extensions of time, and as the estate did not agree to the extension of time then any extensions of time granted by MPS were not valid. Advocate Ingram (who acts for the third defendant) recognised that this argument was unpalatable but argued that it was correct in law. On the facts of this case, I disagree. In effect MPS, in granting the extensions, was acting as the agent of the executor. The executor also seeks to rely on the benefit of the insurance arrangements between the second defendant and MPS which insurance cover the executor has invoked the benefit because it is clear that MPS have instructed Ingram Advocates. Neither the executor nor MPS can have it both ways. The executor cannot on the one hand claim the benefit of an indemnity from MPS and yet argue that MPS had no authority to extend time. Nor can MPS rescind from the clear words of the email they sent having now been instructed to act. 46. This conclusion does not mean that in future cases where claims are made against a deceased person's estate, that in addition to any extension granted by insurers, an extension should not also be sought from the executor (or administrator if no executor is appointed). Empêchement 47. In respect of the contractual claim against the second defendant, I have to consider that for matters arising prior to 10 th July 2011, whether the doctrine of empêchement de fait summarised in *Maynard v The Public Services Committee*

[1995] JLR 65 and *Boyd v Pickersgill & Le Cornu* applies in the present case. I also need to consider whether the doctrine applies in tort if I am wrong in my conclusion that the date of damage was 21 st April 2016 and therefore that the plaintiff suffered damage in March 2016 with the result that his claim was time-barred in tort before any extensions were granted. 48. For claims in contract, whether the plaintiff did not suffer any injury until March or April 2016 does not matter. Either way he was unaware of any injury until March at the earliest and therefore clearly was under a practical impossibility from bringing any claim in contract. The relevant limitation period for claims of breach of contract is therefore clearly suspended until March 2016 and accordingly the proceedings were brought in time because they were issued within ten years of the date when the plaintiff ceased to be under a practicable impossibility to commence proceedings. 49. In respect of tort the position is more complicated. Advocate Corbel argued that once the plaintiff suffered injury in March 2016 that time started to run because at that stage any empêchement de fait ceased to have effect because the plaintiff had suffered injury i.e. hypertension although the stroke did not occur until later. 50. The plaintiff's position was that until an expert produced a report dated 16 th August 2018 when that expert identified that the general practitioner care of the second defendant had been below a reasonable standard, the plaintiff was not in a position to bring proceedings. This led Advocate Hall to state at paragraph 5 of her skeleton as follows: - "5. This was the first time the Plaintiff became aware of the Second Defendant's potentially negligent treatment of him, as he was of course unaware that his blood pressure should have been monitored by both the First and Second Defendants before this date. Accordingly, 16 August 2018 is the effective date of the Plaintiff's knowledge of the negligence which now forms the subject matter of this

case. Clearly, an *empêchement de fait* will operate before this date as the Plaintiff could not possibly be deemed to have had knowledge of the First and Second Defendants' negligence before receiving the expert knowledge required to determine there had been a negligent act." 51. During the course of oral argument Advocate Hall amplified that the advice from the expert had been sought in respect of the first defendant not the second defendant. This illustrated that the plaintiff did not have the requisite of degree of awareness that the second defendant had failed to act as now alleged. 52. The conclusion I have reached is that there is a difference between cases where the ignorance is about injury suffered and cases where ignorance is about a breach of duty. In *Maynard* the problem the plaintiff faced in that case was that he did not know he was suffering any injury until long after the relevant limitation period had expired. By contrast in *Boyd* the question was whether Mrs Boyd was under a practical impossibility of bringing proceedings because she was still being advised. In my judgment, the plaintiff (who somewhat ironically was one of the defendants in *Boyd*) is in the same position. The fact that he was aware of hypertension from March 2016 and that he suffered a stroke from April 2016 is not the question in this case. The question in this case is whether he was under a practical impossibility of appreciating that there had been a failure to advise by the late Dr Young. 53. It should also be remembered that in *Boyd* the majority of the Court of Appeal were at pains to express that the epithet *practicably impossibility* softened rather than hardened the test. For individuals who have received medical treatment and are unwell, the threshold of suffering injury allowing time to start running, in my judgment is one that does not reflect the correct application of the principles of *empêchement* in failure to advise cases. Where the suffering of a serious medical condition might lead a person to take the advice on their previous treatment, unless and until someone says that the treatment fell below an unacceptable standard, time should not start to run for the purposes of such claims. It is only at such a stage does a plaintiff have knowledge of the facts to plead a claim as distinct from knowledge of a remedy (See Sumption J. A.'s observations in *Boyd* at page 295 lines 34-45). 54. This conclusion can be tested this way. There is now in place a Practice Direction RC 17/05 expecting parties to send pre-action correspondence. Legal advisers continue to be under an obligation only to plead cases which can be justified. A plaintiff who has started proceedings without expert evidence and without having evidence to support an assertion that certain treatment fell below an acceptable standard would run the risk of being severely criticised. The flipside of that position is that why should time run against a plaintiff in failure to advise cases, unless and until they receive advice that someone's conduct has fallen below an acceptable standard? There may be exceptions to this approach if a plaintiff can be shown to have deliberately shut his/her eyes or delayed unnecessarily, but that does not arise in this case. In reaching this conclusion I can see that the approach I have taken may come perilously close to a reasonable discoverability test. However, the alternative argument would lead to unjust results. Strike out application 55. This part of the application can be dealt with relatively briefly. 56. Firstly, I only have the power to strike out matters for breaches of the Royal Court Rules and not under the court's inherent jurisdiction (See

Viera v Kordas & Anor

[2013] JRC 251 . The Second Defendant's summons, however, seeks a strike out under Rule 6/13(1). 57. In the present case no breach of any rules has occurred because the second defendant has immediately raised the issue of prescription and therefore no progress of this case following the issue of proceedings can occur until the second defendant's summons is resolved. 58. Advocate Corbel however sought to advance two further arguments. The first was that given how long had elapsed since the second defendant first treated the plaintiff, this period of delay meant it was an abuse of process to allow the proceedings to continue. This was particularly so where a trial court would not hear any evidence from the second defendant. 59. Advocate Corbel secondly argued, even if she was wrong on the relevance of background delay, the second defendant's estate would suffer prejudice because the second defendant could not give evidence which made these proceedings an abuse of process (under Rule 6/13(1)). 60. However, it is clear that where a court is asked to strike out proceedings on the basis of inappropriate or inordinate delay, the court looks at the date proceedings are issued not from when the cause of action might have arisen. This is clear from *B v M-R*

[2007] JRC 199 ; *Lescroel v Le Vesconte*

[2007] JLR 273 and *Ybanez & Anor v BBVA Privanza (Jersey) Limited*

[2007] JRC 131 . Any delay prior the issue of proceedings is background only. This is most clearly expressed in *Cito Jersey Limited v Bank of Ireland (Jersey) Limited*

[2005] JRC 097 at paragraph 14 which provides as follows: - "14. The fact remains, however, that notwithstanding the various judicial and official encouragements to litigants to proceed with due expedition the Plaintiffs did not communicate with the Defendant, nor with the Court, for three years between October 2001 and October 2004. This procedural inactivity is to be set against the background of an unexplained delay of at least seven years in instituting proceedings." 61. Sir Philip Bailhache continued at paragraph 15 as follows: - "Three years of procedural inactivity against a background of the Institution of proceedings nine years after the cause of action arose, amount in our judgment to an abuse of the process of the Court. The Appeal is accordingly dismissed." 62. In *Garfield-Bennett v Phillips* unreported judgment 2002/214 in a postscript Sir Michael Birt stated: - "It is one thing to be slow in bringing an action but nevertheless bring it within a limitation period laid down by law; it is another to start an action at an earlier stage and then so disregard the requirement to progress matters expeditiously as to lead the Court to strike out the action. Why should it not be an abuse of process to try and start again in such circumstances?" 63. The statement was approved by Sir Philip Bailhache in *Ybanez* . 64. The present case is very far removed from the situations in *Citco* and *Ybanez* . There has been no delay where the plaintiff has sat on his hands and has not brought a claim that could otherwise have been issued. Once his proceedings were issued, the question of prescription was immediately raised, and so no unjustified delay can be said to have

occurred following service of the Order of Justice. The first of Advocate Corbel's arguments cannot therefore succeed. 65. In relation to the complaint that the second defendant cannot call evidence, while this will cause difficulty for the second defendant, the plaintiff's medical records are available (in electronic form which will assist) and experts in the field of general practice will be able to review those notes to evaluate whether or not any consultations between the plaintiff and the late Dr Young were of a reasonable standard. The second defendant's advisers will also be able to cross-examine the plaintiff by reference to those records. 66. I also do not know what attempts were made to contact the late Dr Young before he passed away, even though by that stage notification of the claim had been made the MPS. The MPS could have chosen to obtain evidence or a statement from the late Dr Young if he was able to give to assist in that regard but appear to have chosen not to do so. While the second defendant, or more accurately MPS, may suffer prejudice because for the lack of any oral testimony on behalf of the second defendant, this does not equate to an abuse of process. There is a distinction between one party having difficulty in proving their case and the scenario where it would be an abuse of the court's procedures for a trial to proceed. The conclusion I have reached is that this claim at presently pleaded is not in that latter territory. 67. This conclusion does not mean that greater clarity is not required from the plaintiff as to when the plaintiff saw the second defendant. Early discovery of the plaintiff's medical records to the second defendant and to MPS (who do not have access to the same) would also seem sensible. I wish to deal with these matters on the handing down of this judgment. 68. For all these reasons the second defendant's application is refused. Authorities *Boyd v Pickersgill & Le Cornu*

[1999] JLR 284 . *Robertson & Anor v Lazard Trustee Company (C. I.) Limited*

[1994] JLR 103 . Customary Law Amendment (Jersey) Law 1948. *Maynard v The Public Services Committee*

[1995] JLR 65 . Practice Direction RC 17/05. *Viera v Kordas & Anor*

[2013] JRC 251 . *B v M-R*

[2007] JRC 199 . *Lescroel v Le Vesconte*

[2007] JLR 273 . *Ybanez & Anor v BBVA Privanza (Jersey) Limited*

[2007] JRC 131 . *Cito Jersey Limited v Bank of Ireland (Jersey) Limited*

[2005] JRC 097 . *Garfield-Bennett v Phillips* unreported judgment 2002/214. Page Last Updated: 27 Oct 2021 BAILII: [Copyright Policy](#) | [Disclaimers](#) | [Privacy Policy](#) | [Feedback](#) | [Donate to BAILII](#)

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