

JERSEY / JUDGMENT

Trico Limited v Buckingham 18-Sep-2019

[2019] JRC 180A (18 September 2019)

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judgment

the MASTER: 1. This judgment concerns an application for specific discovery brought by the plaintiff against the defendant in respect of the following:- (i) retention of a laptop by the defendant; (ii) details of any contact between the defendant and his former personal assistant in 2018, in particular any phone contact; (iii) the identity of users of two telephone numbers; and (iv) all documents relating to certain proceedings in England which shed light on whether or not the defendant had received payments in the sum of US\$13,333,334. 2. This judgment contains my reasons for ordering the defendant to file a further affidavit in respect of his laptop and other matters, for refusing discovery of details of further contact between the defendant and his former personal assistant in particular phone calls and for dismissing the application for disclosure of the identity of the owners of two telephone numbers. It also contains my decision in respect of the discovery sought in relation to certain proceedings in England. 3. The background to the present proceedings is set out paragraphs 2 to 7 and 9 to 10 in my judgment of 20 th August, 2019, Trico Ltd v Buckingham

[2019] JRC 162 . I also refer to my judgment in this matter dated 20 th August, 2019 where I permitted the defendant to make some (but not all) further amendments to his answer. At paragraph 22 of this judgment I stated as follows:- "22. The real thrust of the defendant's proposed amendments was that he wished to deny that the first version of the Advisory Agreement was executed at the meeting that the plaintiff claims took place on 13th February, 2014 at the defendant's house because the defendant denied that any such meeting had taken place. When either version of the Advisory Agreement was actually executed, if not executed at the defendant's house on 13th February, was not central to the dispute and therefore was a matter that the defendant simply wished not to admit. In light of the fact that where either version of the Advisory Agreement was executed, if not signed at the defendants' house on 13th February, was not relevant to whether or not the Side Letter was executed at the defendants' house, I therefore refused to allow paragraph 6.5 of the proposed re-amendment. The matters referred to in paragraph 6.5 were not relevant to the dispute between the parties." 4. This paragraph is pertinent to the second and third applications made by the plaintiff. 5. I now deal with each of the applications in turn. The

defendant's laptop 6. In his affidavit of discovery the defendant at paragraph 6 stated as follows:- "Once the Act of Court dated 13 August 2018 was issued by the Court and a date for discovery was set, my lawyers drafted a list of keywords which I was advised were relevant to this case. Some of those terms were broader and more general than others and as such were expected to present an increased risk that irrelevant documents might be returned by those searches. I began by searching my entire computer, including all email files at the addresses tony@cadoganplace.com , using what were considered to be the broadest search terms." 7. On 29 th May, 2019 I issued various directions including granting the plaintiff's application for a summons to provide documents to be issued against Heritage Oil Plc ("Heritage"). That summons included the telephone records of the defendant for the period 1 st to 14 th February, 2014 and the telephone billing records for his personal assistant (Ms Hollis) for the same period. 8. The summons led to a letter dated 18 th June, 2019 from Heritage which contained the follow statement:- "On ceasing to work for Heritage, both Mr Buckingham and Mr Atherton retained their laptops and other devices. Heritage no longer has access to those devices. Both Mr Buckingham and Mr Atherton were fully set up in their private residences to be able to print/scan documents etc. and would regularly do so." 9. Heritage's letter also confirmed that Heritage's systems retained copies of emails sent on Heritage email accounts including by the defendant. The systems did not retain copies of any documents created or saved on a device provided by Heritage to any director or employee. 10. This letter led the defendant in his eighth affidavit which was sworn on 15 th August, 2019, to state at paragraph 42 as follows:- "I confirm that since receipt of the Letter Before Action [ALRB9/Page 31 to 35] that (a) I have never destroyed any evidence relating to these proceedings, including for the avoidance of any doubt any laptop or other computer (in which respect I make further reference in section E below) and (b) I have never instructed any person (including Ms Hollis) to destroy any evidence relating to these proceedings (including the Heritage Diary)." 11. The eighth affidavit also stated at paragraph 64 as follows:- "64. As has been made clear in the letter from Dickinson Gleeson to Advocate Sharp dated 19 July 2019 at paragraph 11 (see [ALRB9/Page 311]), my position in respect of the Heritage Laptop is as follows:- 64.1. Whilst Heritage may have issued laptops to me in the past, I do not know what has happened to the Heritage Laptop - i.e. the last laptop that Heritage issued to me - or indeed any other laptop that was issued to me by Heritage. 64.2. I am unable to say (a) when the Heritage Laptop was issued to me or (b) when I last had the Heritage Laptop. 64.3. I have never taken any steps to destroy the Heritage Laptop or any documents which might have been stored on it, since receipt of the Letter Before Action. I add that I have no recollection of having had the Heritage Laptop since before I left Heritage. 64.4. Following receipt of the Letter Before Action and at various other points in the proceedings (including in order to discharge my discovery obligations) I have undertaken and caused to be undertaken searches of variously my physical records and my electronic records. I have also participated in and caused searches of my home (Portelet House) to be undertaken. I have also caused searches of Albion's offices to be undertaken. None of these searches have yielded the Heritage Laptop or any other laptops issued to me by

Heritage. 64.5. I use email as a method of communication on occasion, including by using my mobile phone. When I prepare a letter or other similar document I usually dictate it. This is because I am not good at typing. I therefore only used any laptops Heritage issued to me from time to time very sparingly. For example, on occasion I would use them to review PowerPoint documents and such like. If I used a laptop to send any email it would have been on a very infrequent basis. 64.6. For completeness, I reiterate the confirmation given at paragraph 42 above that I have not destroyed any evidence in relation to these proceedings or given any instructions to any other person to do so." 12. Following further correspondence between each of the parties and Heritage which it is not necessary to set out, on 16 th August, 2019, Bedell Cristin on behalf of Heritage wrote to Advocates Sharp and Dickinson particularly because the plaintiff sought to require Ms Hollis and a Mr Darron Millar to appear before the English High Court to produce documents and to be cross-examined. At my request Advocate Cadin also appeared for the relevant parts of the plaintiff's specific discovery application pertinent to information provided by Heritage. I invited him to attend in light of the matters referred to in his letter of 16 th August, 2019. 13. In his letter Advocate Cadin explained that Heritage outsourced its requirements to a company of which Mr Millar was the technical director. The letter also produced a schedule and supporting invoices indicating that the defendant had been provided with a number of electronic devices between 2006 and 2016. This included 6 laptops (between 2006 and 2009, two iPads brought in 2012 and 2013, installation of wireless technology at the defendants London property in January 2013, the provision of wireless equipment at the defendant's Jersey address in May 2014, the provision of a computer, laptop and printer for the defendant's Devon property in June 2014, printers and scanners provided to the defendant for use in Jersey in September 2014 and the installation of a new iMac computer in 2016). 14. At the hearing Advocate Dickinson indicated he had taken instructions from his client in respect of the information provided by Heritage. 15. The conclusion I reached was that a further affidavit was required. This was because the affidavit of discovery of the defendant and his eighth affidavit mainly focused on the last laptop the defendant retained whereas it was clear that the defendant had been provided with a number of devices by Heritage rather than one laptop only. Furthermore, the defendant also has the use of properties in London and Devon in addition to his home in Jersey. I observe in passing that his eighth affidavit appears to have been sworn at the Devon property. 16. The evidence from Heritage was also clear in that any laptops provided had not been returned to Heritage either while the defendant was a director or a consultant or following the defendant ceasing to have any involvement with Heritage. 17. The eighth affidavit of the defendant does not address the multiplicity of devices that Heritage says he received beyond referring to previous laptops. He does not refer to iPads at all. Nor does he explain what became of any devices provided by Heritage which he retained. It also appears that computers were installed at the various properties referred to above as they were later updated. I accept he states that his entire computer was searched including all email files at a personal email address used and he cannot recall what happened to the laptops. In my judgment however the description of the searches

carried out was not sufficiently detailed to extend to the information subsequently provided by Heritage about equipment supplied to the defendant. The information now received from Heritage justifies a more detailed explanation from the defendant about all laptops, iPads and computers he received from Heritage. To be fair Advocate Dickinson was prepared to provide an explanation during the hearing. My decision was that such information should be from the defendant and set out in a further affidavit. 18. In reaching this view, I accept that any email accounts and emails sent using the Heritage email account by the defendant will have been disclosed by Heritage under the terms of the order I issued. However, this disclosure does not discharge the defendant from providing further clarification in respect of the devices Heritage say were provided to him. It is not fanciful or improbable that other documents may exist on those devices in particular as Heritage only saves copies of emails on any devices issued not any other documents. The defendant should therefore do his best to explain what has become of devices he received from Heritage, which of these devices he retains, if he does not have these what he considers happened to them and which devices have been searched. It is only this lack of clarity that led to the need for a further affidavit. 19. In reaching my decision I also took into account that certain devices were only provided to the defendant after the alleged signing meeting took place on 13 th February, 2014. This does not mean however that such devices may not contain material that either predates the alleged signing meeting or is relevant to it. For this reason I ordered the defendant to provide a further affidavit within 21 days clarifying his position in respect of any devices provided by Heritage to the defendant and which devices were searched on his behalf in relation to discharge of his discovery obligations. Communications between the defendant and Ms Hollis 20. The background to this also is set out in Heritage's letter of 18 th June, 2019 which stated:- "Mr Buckingham's PA (Ms Hollis), kept a written diary of engagements during the relevant time, but she discarded the 2014 diary in 2018." 21. On 21 st June, 2019, Advocate Redgrave emailed Advocate Sharp reporting on a conversation with the author of Heritage's letter of 18 th June, 2019, Ms Elizabeth Holloway, Group Financial Comptroller. The second paragraph of the email stated:- As for the PA's diary, she told me (presumably on the basis of having spoken to Ms Hollis, who is still there) that it was discarded during an office move around late June 2018, as Heritage was moving to a smaller office because it had "slimmed down", and TB had left so there was no need to keep it. She said the discarding had nothing to do with the litigation. She said the diary did not record TB's every movement step by step, but only the occasional meeting or meal that Ms Hollis was aware of because she had booked it. She said they very rarely saw TB in the office. So there would not necessarily have been anything one way or another in the diary as to a meeting at his home on 13 Feb." 22. This email led to various exchanges between Heritage and the advocates for the parties. Ultimately, Bedell Cristin in their letter of 16 th August, 2019 at paragraphs 20 and 21 made the following statements:- "21. Notwithstanding the above, Heritage does not want to be obstructive. Ms Hollis is willing to confirm the following within an affidavit: General (1) Ms Hollis was Mr Buckingham's PA from July 1994 until he left Heritage. (2) Ms Hollis dealt primarily with Mr Buckingham's social engagements and

family and other personal matters. Ms Hollis was based in London whereas Mr Buckingham was based in Jersey. She was therefore not always aware of his daily movements or meetings. (3) As regards business matters, Mr Buckingham dealt with these primarily with the assistance of Paul Atherton. (4) Mr Buckingham became increasingly private about his affairs over the years that Ms Hollis worked as his PA. Mr Buckingham did not like people knowing his whereabouts or movements. Before Mr Buckingham began using the private jet/ helicopter, Ms Hollis was also in charge of his travel arrangements. Afterwards, however, he most often liaised directly with his driver and/or pilot to arrange his travel. Oftentimes when he visited London the only warning Ms Hollis had was a call from his driver or a text from Mr Buckingham or his partner Anna. Diaries (5) Ms Hollis kept written diaries of engagements from around 2011/2012 to 2018. Ms Hollis did not feel comfortable with Outlook diaries and preferred paper diaries. (6) The diaries in question were for her own use; they recorded work she undertook for Heritage separately from her role as Mr Buckingham's PA including area management tasks and fire assessments. As regards Mr Buckingham, the diaries recorded certain social events and logistical arrangements Ms Hollis would need to make in respect thereof, rather than anything related to his business dealings. They were for her sole use and were not relied on or used by Mr Buckingham in any way. Ms Hollis doubts that Mr Buckingham even knew the diaries existed at the time. (7) In around December 2017, a new CEO, Naeem-Atiq Sadiq, was employed by Heritage. Due to the breakdown of the relationship between the owners of Heritage at the time, the new CEO was very keen to "clean house" soon after he arrived to ensure there were no conflicting loyalties amongst the employees. (8) Starting at around the beginning of February 2018, all employees were interviewed personally by Mr Sadiq. At Ms Hollis' interview she was asked clearly how she felt about Mr Buckingham and whether her previous role as his PA would interfere with her future at Heritage. At that time, Ms Hollis made it clear that her loyalty was to Heritage. It was a no-brainer for her; she wanted to continue working for the company and with the people with whom she had worked for more than 20 years. (9) Following that meeting, she made the decision to clear away anything she still held for Mr Buckingham on the basis that she wished to start afresh with a clean slate.

- (10) At that point in time (to the best of her recollection), she had five written diaries. She saw no need to retain her own written diaries documenting her tasks as Mr Buckingham's PA given that he was no longer her boss (or even employed by Heritage). She arranged for these to be shredded at Heritage's office (as they contained personal and private information). (11) At around the same time, she collected a number of Mr Buckingham's personal possessions which had been kept in the London office (including social membership cards). Mr Buckingham's personal driver came to the office to collect these items. (12) Contrary to the misconceptions contained in the Letter of Request, Ms Hollis destroyed the diaries soon after the arrival of the new CEO. She cannot recall the exact date but confirms that it was during the first quarter of 2018 (i.e. between January and March 2018) rather than June 2018. Ms Hollis' recollection of events is that she disposed of the diaries before the driver collected

Mr Buckingham's possessions. (13) For the avoidance of doubt, Ms Hollis categorically denies that she disposed of the diaries at the instruction of Mr Buckingham (or anyone associated with him). On the contrary, her decision to do so was instigated by the arrival of the new CEO. (14) To the best of Ms Hollis' recollection, the last time she spoke to Mr Buckingham was in or around March 2018 regarding certain corporate memberships which he wished to retain. She also recollects some email correspondence she had with Mr Buckingham at around the same time on the same subject. Ms Hollis did not become aware of these proceedings until at least October 2018. Side Letter & 13 February 2014 meeting (15) Ms Hollis has no recollection of seeing or being party to any dealings with the Side Letter. (16) Ms Hollis has no recollection of speaking to Mr Buckingham on 13 February 2014; if any such call took place, she considers it would have been related to travel arrangements she was making for certain third parties (unrelated to these proceedings) whom Mr Buckingham wanted to meet in London. 22. We will procure a sworn affidavit to this effect from Ms Hollis as soon as practicable and will provide that affidavit to the parties for their further consideration." 23. Advocate Cadin confirmed at the hearing that the above extract remained Heritage's position. He also confirmed that Ms Hollis was still willing to answer questions as long as these could be agreed in advance and both parties were given the opportunity to attend. Neither his client nor Ms Hollis wanted to become embroiled in this dispute beyond answering questions on a single occasion. He also indicated that his client's costs of providing information and legal documents and an affidavit of Ms Hollis and any expense or costs in relation to Ms Hollis being questioned should be paid for by the requesting party i.e. the plaintiff. 24. Advocate Sharp placed much emphasis on the fact that there had been contact between Ms Hollis and the defendant after he had left Heritage which Ms Hollis admitted and the defendant did not deny and which he later admitted in his ninth affidavit (but not about diaries). He also emphasised the inconsistency between the account given by Ms Holloway to Advocate Redgrave and the account contained in Bedell Cristin's letter of 16th August, 2019 as to the dates upon which diaries were destroyed. By reference to when letters before action were sent and proceedings commenced, he argued that the dates of any contact could be significant and could lead to the Jurats at trial being invited to draw an inference that the defendant had deliberately arranged for the destruction of his diaries to conceal evidence about a meeting taking place on 13th February, 2014 as alleged by the plaintiff. Linked to any such inference was whether or not the defendant had destroyed his laptop. 25. In his eighth affidavit at paragraph 41 the defendant had deposed on oath that he had never instructed Ms Hollis to destroy any evidence including any diary confirming matters contained in Dickinson Gleeson's letter of 19th July, 2019 at paragraphs 6.1 and repeating them on the face of his eighth affidavit. As far as Ms Hollis' evidence is concerned, she has stated that destruction of the diaries was at her instigation consistent with the evidence of the defendant. She has further stated that the diaries were for her benefit and were not relied upon nor used by the defendant. The only potential inconsistency relates to when diaries were destroyed but the plaintiff through Advocate Sharp if he wishes has sufficient information to question Ms Hollis on the timing of the destruction. 26. In my judgment however, the difference between what Ms Holloway said to Advocate Redgrave and

Ms Hollis' recollection of when she destroyed diaries is not sufficient to go behind Mr Buckingham's affidavit and the affidavit to be provided by Ms Hollis. The plaintiff has sufficient understanding of what is said to have happened to test when diaries were destroyed and why on cross-examination. Any records of phone calls would at best disclose that Ms Hollis and the defendant spoke to each other; the fact of conversations taking place however is now admitted by both. The records of his calls will not disclose what was said. I am also not persuaded by the suggestion that a requirement for greater clarity on what became of various devices supplied by Heritage to the defendant could be linked to a destruction of diaries and a possible inference of dishonesty. Based on the information by the time of the hearing before me, the two issues were separate and the evidence did not justify any suggested inference of dishonesty. 27. Advocate Sharp suggested by analogy that this was equivalent to the evidence of conversations between co-conspirators in the case of *Warren v AG*. In my judgment the purpose of the records of a conversation between co-conspirators is very far removed from the reasons why diaries maintained by a PA for her own use were destroyed some four years after the events complained of in the context of the defendant at that stage having left Heritage and both Ms Hollis and the defendant denying any instruction to destroy any diary. 28. I also concluded that this request was not proportionate. There is significant other evidence about what led to the alleged signing meeting on 13 th February, 2014 as referred to in the summary judgment application (in the context of ordering the defendant to make a payment into court). Evidence can also be sought from the other alleged attendee at the meeting, namely Mr Atherton, both in terms of whether he has any further records or requiring him to attend to give evidence at any trial which orders as matters stand would be likely to be granted. This other evidence is much more likely to be significant in terms of what happened than events in 2018 in relation to diaries kept by Ms Hollis for her own use. 29. In addition, to require Mr Buckingham to produce phone records and then go through them redacting other calls which are not relevant, which he is entitled to do to preserve confidentiality, is also not proportionate. Any evidential value from such calls is likely to be limited as noted above and where there is other far more relevant evidence about whether a meeting took place on 13 th February, 2014 as alleged. 30. This part of the application by the plaintiff was therefore refused. Disclosure of telephone numbers 31. In relation to the two numbers identified in the summons, the defendant in his eighth affidavit deposed in respect of one number that he no longer knew who the number belonged to and, having tried to call the relevant number and received no response, could not identify the caller. There was no reason to go behind this part of the defendant's eighth affidavit. 32. In relation to the other number, the defendant in his affidavit indicated he knew the identity of the person he called but he deposed on oath that this person was not involved in the present dispute and therefore he did not wish to make disclosure of a confidential business relationship. Advocate Dickinson confirmed in court to me that he knew the identity of the other individual and he too was satisfied that the person's identity was not relevant to the present dispute. Given his duty as an advocate to satisfy himself that his client has met his discovery obligations, I accepted this assurance from Advocate Dickinson and accordingly dismissed this part of the plaintiff's summons.

The English proceedings 33. This part of the plaintiff's application related to proceedings in England commenced by Albion Energy Investments Limited, ("Albion"). It is not in dispute between the parties that the defendant is the beneficial owner of Albion and that in 2018 Albion sold its shareholding in Heritage for US\$100 million which has led to the plaintiff's claim for a fee of \$3 million being 3% of the sale price of shares sold by Albion. 34. The English proceedings, in summary, have arisen because the purchaser of Albion's shares in Heritage has not paid \$13,333,334. The defendant's position therefore is that, if he does not receive this sum, if any fee is due to the plaintiff (which is generally denied for reasons explored in previous judgments), then any fee due to the plaintiff should be reduced by US\$400,000 being 3% of the sum Albion says it has not received. 35. The present state of the proceedings in England according to Advocate Dickinson is that a jurisdiction challenge has been issued by the defendant. The plaintiff has also issued an application for summary judgment with both applications likely to be heard sometime next year. 36. Advocate Dickinson's position was that the only relevant documentation was a document which determined any disputes between Albion and the purchaser e.g. a judgment because it was only such a document which would determine whether the plaintiff was entitled to any further payment under the Side Letter, if such an entitlement existed. 37. He also expressed concern that the Royal Court should not make determination in respect of the same matters that are being resolved before the English courts in the proceedings commenced by Albion. He suggested that such an approach would be wholly disproportionate, a waste of Royal Court resources and would give rise to a risk of inconsistent judgments. 38. What Advocate Sharp requested were all documents which shed light on whether or not the defendant had already received payments in the sum of US\$13,333,334. The request had appeared to have been formulated in this way because the defence raised in the English proceedings appeared to be that the defendant had received this sum. 39. In my judgment there is force to the arguments advanced by Advocate Dickinson about any discovery being proportionate and that the Royal Court should not determine issues being litigated before the English Courts. Indeed, I would be surprised if the Royal Court went down such a route. 40. However, the issue of quantum in litigation proceedings in Jersey may arise sooner rather than later. There is a pending appeal before the Royal Court against part of the summary judgment application in relation to construction of the Side Letter. The plaintiff has also brought an application for summary judgment based on the defendant's signature on the Side Letter. If the plaintiff prevails on its summary judgment application and the defendant's appeal is unsuccessful, or if the present proceedings are to proceed to trial, the Royal Court will need to consider how it should approach the argument on quantum that has been raised by the defendant. In particular, the Royal Court may have to consider how to determine any questions of quantum before the English proceedings have been concluded. Yet the effect of the defendant's position is that the plaintiff should not know anything about the proceedings in England. 41. There is of course some information that the plaintiff can obtain directly from the English High Court. Under Rule 5.4(C) of the Civil Procedure Rules 2019 (Volume 1) the plaintiff can obtain as of right a copy of the statement of case and any order made in public. The plaintiff can also apply for any other documents filed if permitted to do so.

Whether the plaintiff's interest in the proceedings in England is sufficient for the English Court to grant permission is of course a matter for the English Court having regard to the potential relevance of the English proceedings to the fee claimed by the plaintiff in this action. Also the documents sought may not have been relied upon in court or may not have been filed with the High Court as part of any evidence filed by any party. Options available in England may not therefore assist the plaintiff to obtain information about the dispute relevant to the present proceedings in Jersey. 42. On the other hand, I agree with Advocate Dickinson that the order asked for by the plaintiff for discovery of any material disclosed in the English proceedings about what payments the defendant is said to have received is not a proportionate request. The request is likely to lead to a very significant discovery exercise. It is also only relevant to part of the quantum claimed and not the main issue in dispute in Jersey. I also agree that ultimately it will be for the English Court to determine whether any money is due to Albion or not and if money is not due the reasons why. At that stage the Royal Court will be able to consider the effect of any such decision on the quantum claimed, if the plaintiff is otherwise entitled to a fee. It is also therefore not necessary to order discovery as requested if the Royal Court will recognise the effect of any decision of the English High Court. 43. The difficulty however the plaintiff faces is that it knows very little about the present proceedings and the extent of the

issues.

In light of the forthcoming summary judgment application and at trial (if it occurs) the plaintiff is not in a position to making full submissions about how the Royal Court should approach quantum. Yet the outcome of the English proceedings is pertinent to the present proceedings because it affects what might otherwise be due to the plaintiff, if the plaintiff is otherwise successful. The plaintiff should therefore receive some information about the issues before the English Court so it can make informed submissions to the Royal Court in respect of how the Royal Court should deal with matters of quantum. 44. In respect of what this means in relation to discovery, I consider that the defendant should therefore disclose any correspondence between Albion and the defendant in the proceedings in England falling within the Practice Direction on Pre Action Conduct and Protocols (Civil Procedure Rules 2019 Edition Volume 1 page 2555). 45. Paragraph 6 of the Practice Direction at paragraph C1-004 provides as follows:- "Steps Before Issuing a Claim at Court 6. Where there is a relevant pre-action protocol, the parties should comply with that protocol before commencing proceedings. Where there is no relevant pre-action protocol, the parties should exchange correspondence and information to comply with the objectives in paragraph 3, bearing in mind that compliance should be proportionate. The steps will usually include - (a) the claimant writing to the defendant with concise details of the claim. The letter should include the basis on which the claim is made, a summary of the facts, what the claimant wants from the defendant, and if money, how the amount is calculated. (b) the defendant responding within a reasonable time - 14 days in a straight forward case and no more than 3 months in a very complex one. The reply should include confirmation as to whether the claim is accepted and, if it is not accepted, the reasons why, together with an explanation as to

which facts and parts of the claim are disputed and whether the defendant is making a counterclaim as well as providing details of any counterclaim; and (c) the parties disclosing key documents relevant to the issues in dispute." 46. The documents I consider the defendant should produce are those falling within paragraphs 6(a) and 6(b) of the Practice Direction. However it is not necessary for the defendant to produce key documents relevant to the issues in dispute referred to in paragraph 6(c). The orders I have made therefore only extend to requiring the defendant to disclose correspondence to identify issues in dispute between the parties in the English proceedings. 47. The discovery ordered should therefore give the plaintiff sufficient understanding of what the issues are in England to allow it to make informed submissions to the Royal Court at the appropriate time should any question arise of quantifying monies due. This may be following determination of the appeal and the plaintiff's further summary judgement application or at any trial. 48. The plaintiff's application on this aspect is therefore successful to the extent ordered but not otherwise. 49. The plaintiff also issued a summons on 9 th July, 2019 seeking the issue of a letter of request to the English High Court in order to require Ms Hollis and Mr Millar to produce documents and be questioned by Jersey Advocates. In view of the information provided by Heritage contained in its letter of 16 th August, 2019, I do not consider it necessary for any further examination of Mr Millar of any examination of Mr Millar to take place. As far as Ms Hollis was concerned she was willing to provide an affidavit (which has since occurred) and was willing to answer questions on a voluntary basis provided that this only occurred once and the scope of any questions to be put or issues to be explored could be set out in advance. On this basis the need for a letter of request fell away and accordingly, the summons is dismissed. This dismissal does not mean that the plaintiff cannot apply again for a letter of request to be issued if the voluntary arrangements do not work. Authorities Trico Ltd v Buckingham

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