

28th April, 1986

J.P.S. Properties Limited

-v-

David Cole Investments Limited

DEPUTY BAILIFF: "L'entrée principale" means the main entrance to the demised building. The bureau on the first floor is as much part of the building as that on the ground floor. The Court is satisfied that the main entrance is that which is numbered as the front door, contains the letter-box, gives access to the hallway and thus to both floors of the building. At the time that the contract was made - which is the relevant time - that door, by usage, was intended to be the main door.

"Pilier en briques" - a term which should never have been used, but perhaps the narrow space between door and window was, in the conveyancer's mind, a column or "pilier". The Court has no doubt that what the parties intended was that the "pilier" would apply to the narrow strip of wall immediately to the west of the principle entrance. It does not apply to the curved wall or facade which is to the west of the second entrance serving the ground floor only of the property. The Court is wholly satisfied that the parties never intended that brass plates should be affixed to two parts of the facade of the building. The word "seulement" in the relevant clause emphasises that restriction. We are satisfied that in reaching our decision, we have applied the law as explained to us by both Counsel, but we shall give our reasons more fully at a later date. Because the parties have not asked us to do so, we refrain from making an Order in the terms of paragraphs 1 and 2 of the Order of Justice, which we would have been prepared to make, and the question of costs is left over.