

ROYAL COURT

18th March, 1987

National Westminster Bank

-v-

Silver Chalice Production

Before The Bailiff, assisted by Jurats Blampied and Baker.

**The Bailiff:** Now let us see, we went to judgment and paragraph 60 of the Order of Justice. We note the two accounts, which have been mentioned to us, the figures mentioned £18,984.74 pence, pounds and 62,356.36 cents and dollars with accruing interest on both accounts. We order the defendants to pay the moneys to the plaintiff upon condition the plaintiff shall then pay Bearings Nominees Limited, 50% of their capital interest received by it. We order that the costs will be paid to the plaintiff on a full indemnity basis

It is understood and agreed between Bearings and the plaintiff that if there is any event which prevents the bank from paying the funds within twenty-one days for any reason, judgment will be set aside without prejudice to the plaintiffs and Bearings and Mr. Perchard - Bearings Nominees and Perchard with regard to the original proceedings that is the interpleader and the agreement between the National Westminster Bank and Bearings in that case there will a reciprocal arrangements agreement to appear within 48 hours notice on either side. And pending the enforcement of the moneys or the receiving of the monies the representation will be adjourned 'sine die' on 48 hours notice by both parties. We order also that the injunctions in respect of the original Order of Justice be lifted upon payment of all the monies by the parties cited (indistinct) and their legal representatives, but until the moneys are paid the injunction should remain.