





5 In the Order of Justice and in the affidavit supporting it,  
 it is alleged that that figure should have been reduced by £15,000  
 which itself should have been repaid to the security account of  
 Mr. Leech, who is a venture capitalist and who assisted the  
 plaintiff to acquire 50% of the shares in the company running  
 "Norma Jeans". This is the amount remaining outstanding at the  
 time the Order was taken out. That was not correct. Secondly, in  
 the undertaking - apart from the usual undertaking for damages -  
 10 was a statement that the plaintiff would continue "*to manage the  
 affairs of the business of the company with all due care and  
 diligence*". At that time - the time that that application was  
 made - he had removed a large number of the responsible and  
 experienced staff from "Norma Jeans" and installed them at his own  
 premises, which he was running for himself, called "Rossignol";  
 15 and it is quite clear to me that had that information been  
 available to me and had the financial implications of the  
 allegations also been disclosed to me, contrary to what was  
 alleged, I would not have signed the injunction *ex parte*. I would  
 have required an *inter partes* hearing and I might well have put  
 20 the plaintiff to proof of his ability to meet such damages as  
 might have been awarded should the issue go against him in the  
 substantive hearing.

25 Under the circumstances and in view of the blatant failures  
 and behaviour of the plaintiff in this matter, the Court is  
 unanimously of the opinion that the whole of the injunction should  
 be discharged with costs.

Authorities

Garden Cottage Foods Ltd -v- Milk Marketing Board (1983) 2 All  
ER 770.

Channel Islands & International Law Trust & Ors -v- Scarborough  
& Ors (7th September, 1989) Jersey Unreported.

Cerqueira -v- Bilbao International Bank (Jersey) Limited & Anor  
(1981) JJ 141.