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ROYAL COURT
(Samedi Division) 75A.

18th April, 1996.

Before: P.R. Le Cras Esq., Lieutenant Bailiff,
Sitting alone.

In the matter of the Remise des Biens of
Super Seconds, Limited Gebhard Santer
and Jessie Elizabeth Santer (née Werrin)

and

In the matter of a Representation of
Jurat E.W. Herbert and Jurat M.A. Rumfitt,
Autorisés de Justice in the said Remise
des Biens.

Sparta Investments Limited, Party Convened.

Advocate R.J. Renouf for the Representors.
Advocate R.J.F. Pirie for the Super Seconds Limited
and for Mr & Mrs. Santer.
Advocate C.M.B. Thacker for the Party Convened.

JUDGMENT

LIEUTENANT BAILIFF: On 13th October, 1995, the Royal Court granted applications by Super Seconds Limited, and by Mr & Mrs. G. Santer for a *Remise de Biens*.

There are bonds registered against the property of the company in the sum of £770,000, and of these, bonds amounting to £210,000, have been guaranteed by Mr & Mrs. Santer against their own property, against which there is also secured a small mortgage. The larger indebtedness, that is, the £770,000, is due to Sparta Investments Limited, (Sparta).

At the time the *Remise* was granted, a considerable sum in outstanding interest was due to Sparta. However, at that time, this was not thought to be material as the valuations obtained were sufficiently high to clear all the debts.

Unfortunately, the valuations have proved to be optimistic and the proposed sale prices so much reduced that the problems raised by the unpaid interest have caused the autorisés to come to the Court to seek directions. The problem arises in this way.

Article 6 of the Loi (1839) sur les Remises de Biens reads as follows:-

> *"Si les biens remis entre les mains de la Justice ne sont pas suffisans pour acquitter toutes les dettes et redevances, les autorisés de Justice pourront, si les héritages sont suffisans pour acquitter les rentes et hypothèques, faire vendre lesdits biens-meubles et héritages, et, après le paiement intégral des dettes privilégiées, en partager le produit entre les autres créanciers.*

The autorisés advised the Court that in an application for *Remises de Biens* made by Shield Investments (Jersey) Limited (In re Shield Investments (Jersey) Limited & 11 others (4th October, 1991) Jersey Unreported; (1993) JLR. N.3), the Royal Court noted that it has no jurisdiction to grant a *Remise de Biens* unless it is satisfied that there will be a credit balance, however small, for distribution amongst the ordinary creditors of the debtor, after payment has been made to secure creditors.

In view of the reduced sum now likely to be realised on a sale, the question whether the interest, or any of it, on the bonds, is secured, has become an element of considerable, indeed vital, importance to the autorisés.

In terms, if the interest is secured, whether in full, or (see below) for three years only, the *Remise* must be abandoned. Whilst if it is unsecured the *Remise* may continue and the proposed property disposition continue.

The autorisés therefore asked for directions on two points:-

(a) whether amounts of unpaid interest due by the Company under the terms of the bonds referred to in paragraph 3 hereof are secured by the judicial hypothecs referred to in the said paragraph.

(b) whether interest payments due by the Company under the terms of the said bonds but arising after the grant of the remise de biens on 13th October, 1995, should rank for payment with other debts.

By agreement, issue (b) was left over, with, of course, liberty to apply, as a decision on issue (a) might dispose of the problem facing the autorisés.

Sparta, Super Seconds and Mr & Mrs. Santer were convened for the hearing.

Mr. Renouf, for the autorisés, put in the Representation and advised the Court that the *Remise* could only proceed provided the interest was unsecured. The autorisés, having convened Sparta, Super Seconds and Mr & Mrs. Santer, effectively placed themselves in the hands of the Court.

Mr. Pirie, for Super Seconds and Mr & Mrs. Santer, put their case in this way.

First, he accepted the well known remarks in Bradshaw -v- McCluskey (1976) JJ 335 at p.341:-

> *For a statute to alter the common or customary law its provisions must be clear and unambiguous. On page 116 of Maxwell on Interpretation of Statutes appears the following -*
>
> *"2. PRESUMPTION AGAINST CHANGES IN THE COMMON LAW.*
>
> *Few principles of statutory interpretation are applied as frequently as the presumption against alterations in the common law. It is presumed that the legislature does not intend to make any change in the existing law beyond that which is expressly stated in, or follows by necessary implication from, the language of the statute in question. It is thought to be in the highest degree improbable that Parliament would depart from the general system of law without expressing its intention with irresistible clearness and to give any such effect to general words merely because this would be their widest, usual, natural or literal meaning would be to place on them a construction other than that which Parliament must be supposed to have intended. If the arguments on a question of interpretation are 'fairly evenly balanced, the interpretation should be chosen which involves the least alteration of the existing law'".*
>
> *How much greater, therefore, is the argument when applied to the inference to be placed on the exclusion in a Law of any reference to that part of the common law said to be changed by that statute? In National Assistance Board v. Wilkinson [1952] 2 Q.B. 661 Devlin J., as he then was, said this -*
>
> > *"It is a well established principle of construction that a statute is not to be taken as effecting a fundamental alteration in the general law unless it uses words that point unmistakably in that direction."*
>
> *That case was approved by the House of Lords in Mixnam's Properties Ltd. v. Chertsey U.D.C. [1965] A.C. 735.*

His submission was that, in fact, the Loi (1880) sur la propriété foncière had indeed altered the previous customary law.

He based his argument first on the preamble to that law. Although not strictly speaking part of the law, it was clear that the law was designed to introduce changes in real property law and custom which were *"à plusieurs égards défectueuses"*.

Changes were *"expédient"* and changes there were.

In particular, the law set out a series of definitions designed to bring in a whole new régime. In part it brought forward the existing law, and in part it did away with numerous defects.

In his submission, changes may follow by necessary implication from the language of the statute (see Bradshaw). The language, and hence the construction of the statute must be construed, taking into account the totality of the statute.

Article 3 changed the whole system of guarantee. Article 4 saved the existing position of ships in general, and in his submission may in fact not have been strictly necessary under Bradshaw above. However, even if it were necessary, this merely continued an existing practice and it was noteworthy that it was a saving which was expressly inserted.

Even more to the point, Article 10 expressly reserved all rights of dower where not contrary to the provisions of the law. This was quite unnecessary given the principle propounded in Bradshaw, and in approaching the rest of the law the Court should, given these two instances, be very wary of assumptions concerning the pre-existing law. These two articles fit in well with the presumption that the whole law consciously and intentionally set out to create a new and comprehensive régime.

Article 12 defined how a hypothèque judiciaire was obtained, whilst Article 13 defined, and defined precisely, what the hypothec covered in order to obtain the preference provided by Article 2. The relevant words reading:-

> ***"...tous actes et jugements de la Cour Royale, rendus contradictoirement ou par défaut dans une action pour le paiement ou la reconnaissance d'une obligation compte ou autre dette, donneront à la personne qui les obtiendra, pour le montant qui sera définitivement reconnu lui être dû, une hypothèque judiciaire sur les biens-fonds de son débiteur..."***

That this limited the hypothèque to the sum for which judgment was obtained, was confirmed by Article 14, the relevant part reading:-

> ***"L'hypothèque judiciaire ne sera valable qu'autant que les actes ou jugement... contiendront l'énonciation d'une ou plusieurs sommes certaines: au delà desquelles la réclamation principale du créancier hypothécaire vers la personne assujettie à l'hypothèque ne pourra être portée..."***

Crucially, unlike the previous provisions cited, no saving was made in respect of the previous customary law. The provisions, therefore, had to be read on their own and limited the

preference solely to the sum defined in the articles, that is, in terms, the sum for which judgment was obtained, that is, the principal alone.

In his submission, the judgment in Cornish -v- Roche (1957) 250 Ex 401 supported this contention. It will be recalled that in that case, Mrs. Cornish registered as a charge a maintenance order for £2. 10s 0d per week ordered against her former husband.

On his death, his heir sued to have the registration struck off on the grounds that such an order did not fall within the terms of Articles 13 and 14 of the 1880 law.

The Court found *"Que l'énonciation audit jugement de ladite somme (payable) hebdomadairement ne constitue pas l'énonciation d'une somme certaine.*

In his submission this was on all fours with the present case. Put another way, future liability for interest must stand on the same footing as future payments made under a maintenance order.

Furthermore, this was in line with public policy, as anyone dealing with the debtor would be able to ascertain precisely what his position was by reference to the Public Registry. If it were not so, there would be little point in having a Public Registry, although in relation to this last point he quite properly conceded that not all information is ascertainable from a perusal of the Registry.

As to Article 101 of the 1880 law which provides in terms:-

"Un tenant après dégrèvement:

Ne seront tenus de payer que trois années d'arrérages de rente et d'intérêts de sommes hypothéquées portant intérêts'.

This, in his submission added strength to the argument.

The Article refers to discumberment (or *décrêt*) and has been brought forward from Article 33 of the Loi 1832 Sur les Décrêts, which in turn was based on an Order in Council in 1696 (v. infra).

Here, in a Remise, there is no renunciation, unlike a discumberment. The debtor does not hand over his title but merely the administration of his assets to the Autorisés who act effectively as trustees and have powers to sell under the 1839 law.

Given the terms of Articles 13 and 14 of the 1880 law, Article 101 of that law applies only to discumberments and not to *remises*, and in the latter case the interest is, indeed must be, unsecured.

Mr. Thacker, for Sparta, approached the problem from, as it were, the other end.

In his submission, arrears of interest are accessory to the principal debt and carry the same hypothec. To clear the hypothec both the interest and the costs must be paid.

In construing Article 13, he submitted that the Act gives a hypothec under the procedure there established, that is a reconnaissance established by a judgment of the Royal Court. There is hypothec for the amount "définitivement reconnu", which runs parallel to the procedure set out in the Code Civil.

Under Article 14 the principal sum is limited, so that the "somme certaine", is related to the"réclamation principale".

If the article had said, for example "au delà de la somme certaine, l'hypotheque ne pourra point porter", Mr. Pirie's submission would have to be right. However, no such words appear and the *hypothèque judiciaire* fits into a general scheme where, given its historical background, the hypothec must extend to interest and costs.

As to Article 101, this provides that the *tenant* is liable for only three years interest. Although it is in the section dealing with discumberment, there is no distinction drawn between the different types of hypothec. All carry three years arrears of interest.

It would seem, at best, illogical to say that if Article 101 provides for three years arrears of interest on a discumberment, even that should be denied in any other case, for example on a *Remise*.

The Loi (1839) Sur Les Remises des Biens at Article 6 (supra) leaves the position open.

As to the origin of Article 101, he agreed this was, in effect, carried forward from Article 33 of the 1832 law which, in turn, followed the provisions of Article 4 of Titre IX of Le Geyt's Privilèges, Loix et Coustumes de Jersey (Jersey, 1953) which provided (at pp.78-9):

> ***"Suivant l'Ordonnance du Conseil Privé de 1696 le 30 Avril, deux ans après l'enterinement qu'on en fit à Jersey le 4 Juillet ensuivant, le Tenant d'un heritage après Décret n'est point obligé de payer d'autres arrérages de rente que de cinq ans, & trois ans d'interests d'argent, à compter du Jour de la Cession de biens, sans esgard à aucunes procedures judiciaires de quelque nature qu'elles soient, & sans empescher les années escheues après la cession. Les garans ne sont point obligez d'en garantir d'avantage, encore faut-il pour cela qu'ils soient interpellez dans l'an et jour de la Cession de Biens".***

This did, indeed, follow the Order in Council of 1696, which appears in "Ordres du Conseil, enregistrés à Jersey", Vol 2: 1678-1724, at p.219. Article 2 of the Order reads:-

> *"Que ceux qui se déclareront Tenants aux heritages qui tomberont en decret apres deux ans prochains ensuyvants apres le Jour et date de L'Enterinem't de l'ordre qui en sera fait, et Ensuitte ne seront Oblidgés a payer d'avantage de cincq Annees d'Args des rentes deues sur leurs teneures av't le date de la renoncia'on et trois ans d'Interests d'Arg'ts prestés a L'interest Escheûs auparav't Lad'te renoncia'on quelques suitte ou procedeûres quil y ait, Ny soubs quelq autre cause, et pretexte que se puisse estre, et ne seront par Consequent les garands tenus, ny Oblidgês a d'Advantage qu'il s'en pourra ainsy repeter du ten't et seront a cett effect les garands Interpellés Iudicierem't dans an et jor de la renoncia'on*

This follows an interesting minute of the States for 19th February, 1694, appearing on p.219 of the same volume:-

> *Le Corps des Estats ayt cejourdhuy consideré quelques coustumes particulieres et quelques grands Abus, les vns contraires a nostre Ancienne pratique, et les autres que la Longue experience a fait trouver beaucoup prejudiciables au bien publicq, Ont creû a propos de tascher de trouver quelques remedes aud't Mal, et de couper Chemin a la Longueur des procés, et en mesme temps de restablir, aut't que faire se pourra l'Ancienne Coustume, Cest pourquoy On a dressé les six Articles Suyv'ts que l'on croit estre entrierem't Necessaires au bien du peuple, et Conforme a la constitution du pays; Mais come on ne peut pas en tirer le bien que l'on en attend, ny les Obseruer dans ce lieu, a moins qu'il ne plaise a sa trés Excellente Maj'té y donner son consentem't Royall, Hono'ble Homme Edouard de Carteret Esc'r Bailly de cette Isle, est requis par cette Assemblée de s'adresser a Sa Maj'té et a son trés Ho'ble Conseil privé, pour les supplier trés humblem't de voulloir bien donner lieu a L'Observa'on desd'ts six Art: dans cette Isle en les Accordants et ratifiants, pour Avoir force de loy a L'advenir.*
>
> *Signé en L'Orginal J. PIPON Greff'r*

He further pointed to Article 6 of Title XI of Le Geyt at p.83:-

> *"Qui transige du principal ou le reçoit est censé quitter interests & despens, s'il ne les reserve".*

Which he read as meaning that the person dealing in the principal was held liable for interest and costs.

It was, he submitted quite clear that the Order in Council of 1696 sought to remedy a number of abuses, and one of them was that

payment of too many years of rente or interest was oppressive, at any rate in the case of a décret.

That previously interest bore the same hypothec as the principal and was secured without limitation of term, was, in his view amply confirmed by the passage in Basnage:"Traité des Hipotéques 3e. Ed'n at folio 55:-

> ***"Il est sans doute que les arrerages des rentes constituées, ont la même hipotéque que le prinicpal lorsqu'ils sont dûs au créancier, & qu'ils marchent d'un pas égal; l'obligation pour le principal & les interêts naissant d'un même principe & d'une même cause,... & il a été jugé que les arrerages comme accessoires ont même, hipotéque que le principal de la rente..."***

Furthermore, at chapter XVII of Basnage (page 88), there were further passages, the first of which showed that the chapter dealt explicitly with the liberation of hypothecated property. At the foot of the page he pointed to a passage reading:-

> ***"Pour acquerir la liberation, il ne sufit pas d'ofrir, il faut paier actuellement. Que si le créancier refuse de recevoir son argent, il est permis pour s'acquiter de le consigner. Et il ne sufit pas d'ofrir ou de consigner le principal, il faut aussi paier tous les arrerages".***

In his view a solvent debtor must pay all the arrears for the debt to be cancelled, but against a third holder in a discumberment now only three years can be claimed. Any balance must be sought against the principal obligee.

He then turned to passages at chapter VI of Basnage's work. The first showed that the principle of a tacit hypothec formed part of Norman customary law.

The second, much in point in his submission, read:-

> ***"Enfin c'est une régle que l'hypotéque a son éfet non seulement pour le principal, mais aussi pour les intérêts légitimes, s'ils ont été stipulez par le contrat..., & même quoi qu'ils n'aient pas été stipulez, si toutefois ils en ont dû, le gage n'est point liberé qu'en paiant le principal & les interêts".***

He turned next to several passages in Pothier "Oeuvres" (1817 Ed'n) Tome II p.574 para 13:-

> ***"Les actes sous signature privée deviennent munis de l'autorité publique, et produisent hypothèque du jour de la reconnoissance qui en est faite pardevant notaire par le débiteur, ou du jour que la reconnoissance en est prononcés par le juge, soit contradictoirement, soit par défaut".***

The Bailiff, of course, as he remarked, has been described as *"le seul tabellion de l'Ile"*. At any rate this showed that a remarkably similar practice was current in the *Coutume d'Orléans.*

As to the effect of *"l'action hypothécaire"* he referred to two further passages at p.390 in the same work, para 45 and 46:-

> ***"L'effet de l'action hypothécaire est de faire condamner le possesseur contre qui elle est donnée, au délais de l'héritage hypothéqué"...***
>
> ***"Le possesseur, pour éviter le délais, doit payer le total de la dette, et tous les accessoires, c'est-à-dire, principal, intérêts et frais".***

Put another way, if the debtor wished to keep his property he had to pay the principal, interest, and costs in full.

That his reading of the passage in Basnage was correct, was, in his submission borne out by the passage in Dalloz's Répertoire de Législation Tome XXXVII, para 2389, which reads:-

> ***"Dans l'ancienne législation, la jurisprudence la plus générale au moins celle du parlement de Paris... Basnage, des Hyp... etait me tous les intérêts échus d'une créance, à quelque somme qu'ils puissent monter, devaient, comme accessoires, être colloqués au même rang que le capital... Le législateur moderne a bien laissé subsister le principe, que l'hypothèque attachée à la créance s'étendait, de plein droit, et sans stipulation expresse, à tous les intérêts que cette créance pouvait produire; mais il a voulu qu'il fût fait mention de ces intérêts dans l'inscription".***

As to how the practice had been carried forward in modern French law, he referred to a series of articles in Dalloz "Nouveau Répertoire de Droit: p.750 article 64.

> *164: "L'hypothèque judiciaire est celle qui résulte des jugements et actes judiciaires... Sous ce terme unique, la loi réunit deux catégories d'hypothèques dont les règles sone sensiblement différentes: celles qui s'attachent à un jugement de condamnation, à l'exécution d'une obligation, et celles qui découlent d'un jugement de reconnaissance ou de vérification d'acte sous seing privé - Toutefois, elles ont les mêmes caractères généraux".*

and p.759, Article 340:

> *340: "Le montant de la collocation est en général, fixé par l'inscription même, mais des difficultés peuvent se produire, notamment lorsque la créance garantie est une rente viagère ou lorsqu'elle est éventuelle ou conditionnelle - D'autre part, l'inscription garantit*

non seulement le principal de la créance, mais, sous certaines conditions, les intétêts qu'elle porte".

and p. 760, Articles 357-361:

357: "Aucune difficulté ne s'élève au cas ou les intérêts étaient échus au moment ou le créancier s'inscrit. Le créancier ne pourra les réclamer dans sa collocation que pour autant qu'ils seront énoncés dans l'inscription. S'ils n'étaient pas inscrits, le créancier ne pourrait les réclamer au rang du principal de la créance.

358: Pour les intérêts échus postérieurement à l'inscription, l'article 2151 du code civil permet au créancier hypothécaire d'être colloqué pour ses intérêts pour trois années au même rang que le principal. Mais pour obtenir cette collocation, le créancier doit faire connaitre dans son inscription que la créance est productrice d'intérêts. Le taux d'intérêt doit être indiqué, faute de quoi la créance est présumée porter intérêt au taux legal.

359: S'il y a plus de trois années échues, le créancier doit prendre une hypothèque particulière pour l'excédent et l'inscription ne donne alors rang qu'à sa date.

360: Les intérêts étant l'accessoire de la créance; le créancier n'a pas à se faire consentir une hypothèque spéciale pour sa créance d'intérêts. Suivant la jurisprudence la plus récente, les intérêts des intérêts, lorsqu'ils sont dus, s'ajoutent aux trois années d'intérêts venant au même rang que le principal.

361: L'article 2151 s'applique aussi bien aux intérêts des créances qu'aux arrérages des rentes.

These articles and the passage show a striking resemblance, as indeed one might expect, to the system in Jersey.

The system has been carried forward in the Code Civil, (74e. Ed'n) vide Articles 2151, 2166, 2167 and 2168.

Given the historical background, and the close connection with the system in France; and the situation where, under the *Ancienne Coutume* interest had carried the same hypothec as the principal, it would have required the very clearest words in the 1880 law to change such a long standing system.

There was, in his submission, no such language, and no change in the previous law. Cornish -v- Roche (supra) was of no assistance to the debtors. A future payment of £2. 10s 0d per week could not be a *"somme certaine"*. It could only become such

when it was *"issu"*. On its facts, the decision had to be correct, but was not on all fours and was irrelevant in the present case.

In coming to a decision, the Court must bear certain points in mind.

First, a *"remise"* is an indulgence granted to a debtor by the Court. The debtor must apply to the Court (see Article 1 of the 1839 law). The Court (Article 2) examines the application and *"donneront leur opinion s'il est utile d'accorder ladite remise"*.

Mr. Renouf suggested that a construction of *"utile"* might, in the circumstances, be "right and proper".

Second, and more importantly the question which the Court is today asked to decide, is limited.

It is accepted by all concerned that if the interest is secured with the principal, whether for a limited term of three years or for an unlimited term, the *Remise* must be abandoned. It can only proceed if Mr. Pirie's contention is correct, and it is unsecured.

Thus, the question the Court must answer is whether the interest has the same hypothec as the principal; and any view as to how much is secured, so long as it is three years or more, is therefore not necessary for a decision today.

It is abundantly clear, not least on the authority of Basnage, but confirmed in terms by the Order in Council of 1696 that arrears of interest had, by customary law, the same hypothec as the principal.

It is equally clear that, at least in the case of décret, this hypothec has been reduced, since 1698 to three years arrears of interest. This rule has been carried forward into Article 101 of the 1880 law.

There are, in the opinion of the Court, no words in Articles 13 or 14, or indeed in the other Articles cited by Mr. Pirie, any words, or indeed any implication whether necessary or otherwise, that the customary law had been altered by the terms of the 1880 law.

Indeed, any implication must be the other way round, and is evidenced not least by the limitation of term (in a discumberment), carried forward by Article 101 of that law.

Apart from these considerations which are sufficient by themselves, Mr. Pirie's conclusions would lead to some illogical and indeed unreasonable consequences. Among them may be numbered:-

a) It would be strange if a preferred creditor, having a hypothec, could lose preference in respect of interest

not yet due by virtue of another lender obtaining a preference over the interest payment by virtue of a registration subsequent to the first charge but anterior to the date on which interest was due.

b) If three years preference is payable on a discumberment but there is no preference on a Remise, it would place lenders in a state of uncertainty. The Court and the Autorisés would be in the intolerable position of having to decide whether to refuse the remise and permit the creditor to have his security for the three years, or whether simply to pay out the capital and require the holder of a hypothec to share in the interest as an ordinary unsecured creditor.

There is no question but that legitimate interest is secured and carries the same hypothec as the principal.

As to the period, it must be at least three years. It cannot be less. This last point suffices to give the Autorisés the directions they require.

As to whether, in the case of a *remise* (as against a discumberment where there is a renunciation) the period of preference is limited to 3 years, or whether, as Mr. Thacker submits it relates still to the whole amount of interest due, without any limitation of term, was not fully argued before the Court, and it is not proper therefore to make a finding beyond that which is made above, viz. that three years arrears at any rate, are secured.

The Court therefore leaves open a decision as to whether or not the period is limited to three years.

However, it may be helpful to observe that, in deciding this, careful consideration may have to be given to the precise extent of the ambit of the Order in Council of 1696.

In answer therefore to the question posed in (a) of the Representation of the Autorisés, the Court declares that the unpaid interest due by the company under the terms of the bonds referred to in the Representation are secured by the judicial hypothecs therein described for a period in any event of three years.

Authorities

Bradshaw -v- McCluskey (1976) JJ 335.

Loi (1880) sur la propriété foncière: Articles 12-14, 101.

Loi (1839) sur les Remises de Biens.

Le Geyt: Privilèges, Loiet Coustumes de l'Isle de Jersey (Jersey, 1953): Titre XI: pp.82-3; Titre IX: pp.78-9.

Basnage: Oeuvres (3e. Edition): Tome II: p.55-1 Traité des Hipotèques;
Chapitre VI
Chapitre XVII

Pothier: Oeuvres (1817 Ed'n): Tome II: pp.390,574.

Dalloz: Nouveau Répertoire de Droit: pp.750, 751, 759, 760.

Dalloz: Répertoire de Législation, de Doctrine, et de Jurisprudence. Tome XXXVII: p.787.

Dalloz: Code Civil (74e. Ed'n): Articles 2146 (p.995); 2148 (pp.996-7); 2151 (pp.998-9); 2166-8. (pp.1005-6).

Loi (1832) sur les Décrêts.

In re Shield Investments (Jersey) Limited & 11 Others (4th October, 1991) Jersey Unreported; (1993) JLR N.3.

Cornish -v- Roche (1957) 250 Ex 401.

Ordres du Conseil enregistrés à Jersey (Jersey, 1898): Vol 2 (1678-1724) pp. 219-220.