

ROYAL COURT
(Samedi Division)

30,

19th February, 1997

Before: Sir Philip Bailhache, Bailiff, and
Jurats de Veulle and Jones

Between: Beech Limited Plaintiff

And: The States of Jersey,
The Greffier of the States,
The Attorney General Defendants

Representation of the Plaintiff.

Mr. J. Barker, a Director, on behalf of the
Plaintiff Company.
Advocate P. Matthews for the Defendants.

JUDGMENT

5 THE BAILIFF: The Court has been sitting to consider a Representation
by Beech Limited which requests the Court to direct the Deputy
Bailiff to sign an Order of Justice in a action between Beech
Limited and the States of Jersey, the Greffier of the States and
HM Attorney General.

10 The Representation recites that the Representor was informed
on 3rd February, 1997, that the Deputy Bailiff had refused to sign
the Order of Justice and that no reason had been given for that
refusal. The Representation goes on to complain that, although
the Deputy Bailiff had a discretion in the matter, he exercised it
for the wrong reasons. These statements are irreconcilable and
the Court has considered whether it should adjourn the hearing of
15 the Representation in order to enable the Deputy Bailiff to
furnish an explanation as to why he exercised his discretion in
the way in which he did.

20 We think that the preferable course of action is ourselves to
consider *de novo* whether an injunction should be imposed pursuant
to the Order of Justice.

Having heard the arguments *inter partes* we are in a better position to determine the issue than was the Deputy Bailiff, considering the matter *ex parte* on the papers.

5 We therefore dismiss the Representation and we turn to consider the submissions made on the Order of Justice.

10 The Crown Advocate described the Order of Justice as virtually unintelligible. We agree that it is very difficult to understand the precise nature of the complaints. We understood Mr. Barker, a Director of Beech Limited who represented the company, to complain that there was an inaccuracy in a report submitted to the States on 8th November, 1994. The provision complained of stated, in terms, that an agreement had been reached
15 with the owners of Highbury House after protracted negotiations. The Crown Advocate conceded that that statement was indeed inaccurate in that, although agreement on many terms had been reached, the agreement had not been perfected.

20 Mr. Barker also complained about the compulsory purchase proceedings themselves and about the negotiations which led up to the vesting order made on 3rd May, 1996, and about the subsequent negotiations on quantum.

25 We think it is sufficient to say that none of these matters, if they do give rise to any justifiable cause for legal complaint, could not be dealt with by an award of damages in due course. We accept the submission of Mr. Matthews that there are no grounds for granting an injunction in the terms sought by Beech Limited
30 and we accordingly refuse to do so.

APPLICATION BY REPRESENTOR FOR LEAVE TO APPEAL

35 Mr. Barker, leave to appeal is refused; you will need to pursue that with a Single Judge of the Court of Appeal, if you think fit to do so.

Authorities

In re Woolley (2nd December, 1991) Jersey Unreported; (1991) JLR
N.11.

Walters & 28 Ors. -v- Bingham (1985-86) JLR 439 @ 465 11.13-24.

Glendale Hotel Holding Ltd, Eves & Ors. -v- Tourism Committee
(1991) JLR N.11.