

19th February, 1987

Before the Deputy Bailiff, assisted by Jurats Perrée and Orchard
In the matter of the "Dégrèvement" and "Remise de Biens" of James Barker.

(Hearing regarding the matter of costs left over from the 19th January, 1987, on which date a further "répit" of two months in the "remise de biens" was granted.)

DEPUTY BAILIFF: I think I should start by saying that when the application was made ex parte by the Jurats on Friday the 16th January, 1987, the Court fixed the following Monday, the 19th January, for the further hearing "en brièveté" and abridged time for all interested parties to be convened, and that was the word used by the Court. Now, it may be that in the event there was only time to telephone people and they were notified rather than convened. But it was the Court's intention that all interested parties would have the intention to be heard and therefore they were very properly before the Court.

We agree that the "Autorisés" are entitled to payment of their costs under Article 9 of the Law. In other words, that the costs of Mr. Benest should be paid under Article 9 and that the Jurats are responsible for ensuring that those are reasonable. In respect of the other parties, we apply the decisions in both "The Official Solicitor -v- Clore" and in "Ludlow -v- Jones". We find that in Jersey there are only two kinds of costs, namely taxed costs, and another kind by whatever named called, whether "non repétable" or "solicitor and client" or "reasonable" or "indemnity" or "full indemnity", and in every case they must be reasonable. We find that there were special reasons in this case for the grant of more than taxed costs, not least the failure of Mr. Barker to co-operate fully, with the consequent aggravation to the creditors. We order that all the parties who appeared shall receive their costs on an indemnity bases out of the assets in the "remise".

ADVOCATE BOXALL: And of this hearing too, Sir?

DEPUTY BAILIFF: And of this hearing too.

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