

ROYAL COURT
(Samedi Division)

24th June, 1997 121

Before: Sir Peter Crill, KBE, Commissioner, and
Jurats Le Ruez and Quérée

Between: Hambros Bank (Jersey) Ltd Plaintiff
And: David Eves Defendant

Application by the Defendant for an Order lifting the Interim Injunction set out in the Plaintiff's Order of Justice brought before the Court on 27th September, 1997, preventing the Defendant *inter alia* from contacting the Plaintiff in any way other than through its legal advisers and from entering or remaining outside the Plaintiff's premises or acting in any way to impede the orderly conduct of the Plaintiff's business.

Advocate T.J. Le Cocq for the Plaintiff.
The Defendant on his own behalf.

JUDGMENT

5 THE COMMISSIONER: When the Court sat we were proposing to deal with a summons, issued by the defendant, asking that the injunction imposed by the Court preventing him from doing a number of things in relation to Hambros Bank (Jersey) Ltd should be lifted. However, in the course of a short argument, Mr. Eves asked for an adjournment of that matter. It was explained to Mr. Eves that if the question of lifting the summons were adjourned, then the injunction would remain.

10 Mr. Eves then addressed the Court and in the course of his address asked if the summons could be adjourned but that some of the terms of the injunction be varied. The Court agreed that he could make that application and abridge the time within which he would normally have, to give notice to the plaintiff of his
15 application for a variation.

The immediate interim injunction is in the following terms:

20 a) "...whether by himself, his servants, or agents, in any manner whatsoever from telephoning, contacting or in any way communicating with the Plaintiff, its servants or

agents other than in writing through the Plaintiff's legal advisers Messrs. Ogier & Le Masurier; and

5 b) restraining the Defendant from attending at or entering in the Bank or remaining outside the Bank or acting in any manner which might impede or injure the orderly conduct of the Plaintiff's business at the Bank or at any other place of business which the Plaintiff may use from time to time within the jurisdiction."

10 The three matters Mr. Eves asked us to deal with are these. First of all, we are asked to remove the words "his servants or agents" and to remove the words "Messrs. Ogier & Le Masurier" because, he said, the Bank's previous advisers Messrs. Le Gallais & Luce may have some information that he would like to obtain from them. Mr. Le Cocq agreed that the words "Messrs. Ogier & Le Masurier" could be removed and we so order.

20 On the second point, as regards "his servants or agents", Mr. Eves made the point that he might casually meet an employee of the Bank with whom he might wish to talk. Mr. Le Cocq pointed out that it is impossible to say whether, if such a person were stopped, something concerning the Bank's business may or may not be discussed, and it would also be very difficult to monitor. He did offer this suggestion, namely that if Mr. Eves were to inform him who it was he wished to see and speak to, that person would be asked by the Bank if they were prepared to see Mr. Eves and, if they were, then Mr. Eves would be informed.

30 The third matter which Mr. Eves wanted altered involved the words "or remaining outside the Bank". He pointed out that if he were to go to the Post Office and crossed in front of the Bank that could be interpreted as a breach. We think that the word "loitering" is probably a better description than "remaining".

35 He also wanted the words "or at any other place of business which the Plaintiff may use from time to time within the jurisdiction" removed. As an example of why he wanted that removed, he said that sometime ago he had been at the "Grand Hotel", sitting in the public area waiting for somebody to talk to, when he was approached by a member of the Bank's staff and told to leave, because Hambros had objected to his presence, as they were holding a presentation/seminar in the hotel. The Court can well understand the problems of that sort, but it is to be noted that in paragraph (b) the words "or at any other place of business which the Plaintiff may use from time to time within the jurisdiction" are qualified by the earlier words preventing Mr. Eves from acting "in any manner which might impede or injure the orderly conduct of the Plaintiff's business at the Bank or at any other place of business". The mere presence of Mr. Eves somewhere outside the Bank's premises - (I am not talking of his being in 50 the street, but at other premises in which the bank is holding a

5 seminar or presentation) - would not, in itself, be a breach of the injunction. That would arise only if he took some action which might impede or injure the orderly conduct of that seminar/presentation. It follows that we see no reason why these words should be removed from the injunction.

10 Accordingly, the only alterations that we are prepared to make to the injunction are that the words "*Messrs Ogier & Le Masurier*" be removed from paragraph (a), and the word "loitering" be substituted for the word "*remaining*" in paragraph (b).

There will be no order for costs.

No Authorities.