

THE HIGH COURT

[2018/7326 P]

BETWEEN

ANNA MAGRETA GREFFRATH

AND

BARBARA JOYCE HUNER, BILLY RAY RICKER, CHRISTOPHER JAMES KERSHNER, DALE RAY HANSON, DAVID ALLAN FLETCHER, DAVID WILLIAM SLOAN, DEBRA QUILLEN VAUGHN, ED RUSK, ELAINE MAE HOFFMAN, EVA SHEARER, GARY ROBERT NEUMANN, GARY DON VOGT, JAMES STEPHEN CREWS, JANE BENEDICT FLADER, JOSEPH W HOLMES, KEITH GRANT NORTON, KELLY SUE CARTER, MARY VERONICA SPERRY, MICHAEL RICHARD KUHN, MICHAEL THOMAS MAYENSCHNEIN, MIKYUNG GINA HONG, MUSA MAH'D ALI SHAHIN, OSWALD L JOHN, RICHARD ALFRED REESE, SCOTT R AIMERS, STEPHEN J RICCI, STEPHEN E SALLINGER, TAN GUEK MENG, THOMAS DEY EPPLER, TIMOTHY RAY KLOOS, TONY WONG, WALTER ALEXANDER FYLER, WILLIAM ADAMS, AND WILLIAM THOMAS POWERS.

PLAINTIFFS

AND

GREYMOUNTAIN MANAGEMENT LTD. (IN LIQUIDATION)

AND

RYAN COATES, LIAM GRAINGER, DAVID CARTU, AND JONATHAN CARTU

DEFENDANTS

JUDGMENT of Mr. Justice Brian O'Moore delivered on the 12th day of June, 2020.

1. Anna Magreta Greffrath, the First Plaintiff, wanted to supplement her pension when she retired as a civil servant in KwaZulu-Natal, South Africa in May 2016. While reading the news online, she clicked on a pop-up claiming that comedian Trevor Noah had made his fortune by trading with binary options.
2. In July 2016, Ms. Greffrath received an unsolicited call from a Roy Williams, who said that he wanted to introduce her to binary option trading. Mr. Williams explained that he was working as a broker for Edgedale Finance, the trade name for Greymountain Management ("Greymountain", the first Defendant).
3. That month, Ms. Greffrath paid \$25,000 US dollars in total to Greymountain. After withdrawing \$10,000 USD from Greymountain (and thereby being reassured about the legitimacy of Greymountain), Ms. Greffrath deposited further amounts with Greymountain.
4. In November, Ms. Greffrath requested two withdrawals from Edgedale Finance, totalling \$25,000 USD. Peculiarly, she was told by Mr. Williams that for withdrawals to be approved Ms. Greffrath would first have to pay a \$65,000 USD insurance fee. Ms. Greffrath never heard from Mr. Williams again.
5. In January 2017, Ms. Greffrath was contacted by a Mr. Mikhail Semyonov who explained that he had replaced Mr. Williams (who in turn had been fired because of his treatment of Ms. Greffrath). She was told by this latest broker that she could withdraw her funds from Edgedale Finance if she paid a commission fee of \$75,000 USD; the funds in Ms. Greffrath's account with Edgedale were described as standing at about 350,000 USD. Ms. Greffrath sent 9,900 USD (all that she could afford) to Edgedale in order to release her money. She never heard from Mr. Semyonov again. She did not get her money. Emails to

the finance and compliance departments of Edgedale Finance gave Ms. Greffrath no satisfaction. Eventually she came to the view that she had been defrauded, and she now sues Greymountain and the other defendants ("the Cartu defendants") for compensation.

6. Mr. Keith Norton, the Seventeenth Plaintiff, is also retired. He lives in Derby Dale, West Yorkshire, in England. In November 2015 he responded to an online advertisement which led him ultimately to the website of an outfit called Bloombex. Soon after reaching the Bloombex website, Mr. Norton got an unsolicited call from a Mr. Sean Everett, a financial coordinator with Bloombex. Mr. Norton then deposited £10,000 GBP with Bloombex through Greymountain. Other deposits followed. All deposits were processed through Greymountain. All investments were in binary options trading.
7. In December 2015, Mr. Norton was called by a Mr. Ben Fishman, who said that he would be handling Mr. Norton's account with Bloombex. Mr. Norton was encouraged (he says pressured) into making further deposits which he proceeded to do; all these further deposits were processed through Greymountain.
8. In March 2016, Mr. Norton received a withdrawal of £1,000 GBP; this reassured him, and made him confident that any additional deposits into his Bloombex account could be withdrawn.
9. In April 2016, Mr. Norton contacted Mr. Fishman to discuss future prospects with Bloombex. Mr. Norton appears to have become concerned that his investments with Bloombex were not performing well. Notwithstanding this concern, Mr. Norton was persuaded to deposit a further £10,000 GBP with Bloombex.
10. In June 2016, Mr. Norton contacted Mr. Fishman to withdraw all funds from his account. For the next six months, Mr. Norton was in contact with Mr. Fishman by means of emails and phone calls; all of these went unanswered.
11. In January 2017, Mr. Norton was telephoned by a Mr. Alex Brown, who told him that Mr. Fishman had "gone". Mr. Norton accepted an offer of help from Mr. Brown; however, when Mr. Norton refused to deposit more money with Bloombex, Mr. Brown disappeared from the scene.
12. In March 2017, a Mr. Ben Michael contacted Mr. Norton with reassurance that Mr. Norton's account could be recovered without the making of any further deposits, but this came to nothing.
13. Finally, in August 2017 and after many attempts to retrieve his money, Mr. Norton received an email from the Bloombex Information Team that his account had been closed due to inactivity. Mr. Norton had lost all his initial investments.
14. Like Ms. Greffrath, Mr. Norton now alleges fraud and sues for compensation.
15. Mr. Scott Aimers, the Twenty Sixth Plaintiff, is a semi-retired farmer living in Orion, Ontario, Canada. In January 2016 he came across an advertisement online for an App

called "Million Dollar Months". The advertisement claimed that anyone using the App would make \$1,000,000 in less than 30 days; the App was an automated trading robot which, it was suggested, had 100% accuracy.

16. Having responded to the advertisement, Mr. Aimers received an email from a Mr. Brad Davis. Mr. Davis informed Mr. Aimers that he had got one of the last spots available. Mr. Aimers researched the binary options trading advertised with the App, decided to sign up to the promotion, but struggled to do so online. While trying to register for "Million Dollar Months", Mr. Aimers was connected to a company called Big Options. He made some small investments through that website. He was then telephoned, apparently on an unsolicited basis, by a Mr. Kevin White of Big Options. Mr. Aimers, on foot of this contact, invested \$10,000 in Big Options.
17. On the same day as he was contacted by Kevin White, Mr. Aimers received a call from a Mr. Michael Orlov who said that he worked in the VIP division of Big Options. Mr. Aimers was reluctant to deal with Mr. Orlov, as he had just begun dealing with Mr. White of the same company, but these reservations were overcome by Mr. Orlov; Mr. Orlov said that he would not tell Mr. White, and that he would allow Mr. Aimers to invest larger sums with Big Options than Mr. White would permit.
18. The following day, Mr. Aimers invested \$3,000 with Edgedale Finance (which Mr. Orlov told Mr. Aimers was the higher division of Big Options). This investment, made on the advice of Mr. Orlov, promptly showed a trade profit of \$2,380. Emboldened by this, Mr. Aimers proceeded to invest \$4,680 with Edgedale Finance; unlike the previous payments to Big Options, these payments were made through Greymountain.
19. On the 16th of February 2016, Mr. Orlov informed Mr. Aimers of an upcoming investment opportunity called "Big Gold Trade". Mr. Aimers decided to invest, and paid in a further \$8,000 so that his account stood at just over \$20,000; the Edgedale Credit Card Verification Form signed by Mr. Aimers for the purpose of this deposit referred to the payor's trading account with Greymountain.
20. While Mr. Aimers had decided to put \$20,000 into the "Big Gold Trade" investment, he wanted to be repaid the monies over that amount which he understood stood to his credit in his account. When he tried to withdraw this surplus, on the 19th of February 2016, Mr. Aimers received no reply from anyone he contacted in Edgedale Finance. On the 1st of March 2016, Mr. Orlov emailed Mr. Aimers to say that the \$20,000 were lost as the trade in question had gone wrong, but that the funds were 100% insured.
21. However, on the 14th of March Mr. Orlov was in touch again; in a phone call, he told Mr. Aimers that the \$20,000 in his account could not be withdrawn as they were insurance monies. The same day, the CEO of Edgedale called Mr. Aimers to tell him of an investment opportunity which could help. However, to avail of this opportunity a fresh \$5,000 would have to be invested, which Mr. Aimers refused to do.

22. On the 4th of April 2016, Mr. Orlov emailed Mr. Aimers to say that he would make an aggressive trade to maximise profits; by the time Mr. Aimers replied to say that this investment should not be made, Mr. Orlov had done so and lost \$15,000.
23. By May 2016, all the monies invested by Mr. Aimers with Edgedale had been lost. Of the \$15,680 paid by Mr. Aimers to or through Greymountain, nothing was left.
24. Mr. Aimers, like Ms. Greffrath and Mr. Norton, claims that he has been defrauded and seeks compensation in these proceedings. Thirty two other Plaintiffs also sue for damages, alleging fraud, in this action. They are from the United States, the United Arab Emirates and Singapore. Other associated reliefs are also sought by the Plaintiffs on the on writ.
25. The current application seeks two broad reliefs. The first is to compel the Plaintiffs to provide proper replies to particulars to the second to fifth Defendants (the Cartu Defendants). The second is to stay or strike out the proceedings on the grounds that they involve separate claims on the part of each of the 35 Plaintiffs. The motion before me is brought by the Cartu Defendants against the Plaintiffs; Greymountain, now in liquidation, has played no part in the motion and merely awaits its determination.
26. As Counsel for the Cartu Defendants accepted in argument, there is an illogicality about directing the Plaintiffs to provide further replies to particulars in respect of claims which have been stayed or, even more plainly, claims which have been struck out. For that reason alone, I think it best to decide the question of whether to halt these proceedings in their current form before I decide on the question of particulars. In any event, the fundamental issue on this application is whether or not these proceedings are correctly constituted and that is the issue which I will now address.
27. The parties agree on the applicable law on this basic issue, but there is a very important difference between them as to what the relevant rule means.
28. The relevant rule is Order 15 Rule 1(1):-

"All persons may be joined in one action as plaintiffs in whom any right to relief in respect of or arising out of the same transaction or series of transactions is alleged to exist, whether jointly, severally, or in the alternative, where, if such persons brought separate actions, any common question of law or fact would arise; provided that if, upon the application of any defendant, it shall appear that such joinder may embarrass or delay the trial of the proceeding, the Court may order separate trials or make such order as may be expedient."
29. Mr. Fanning, for the Cartu Defendants, says that the rule requires the claims of the Plaintiffs to clear two fences:-
 1. The claims must arise from 'the same transaction or series of transactions'; and
 2. The claims must involve a common question of law and fact.

30. This analysis was not seriously disputed by Mr. Dowling for the Plaintiffs. Indeed, the need for the plaintiffs to clear the first hurdle was expressly accepted by Mr. Dowling in these terms:-

"The matter for you today, Judge, as correctly identified by Mr. Fanning, whether it's permissible for all of these 35 Plaintiffs to be joined in the same writ and in order for it to be permissible, Judge, I have to satisfied the Court that the claims arise out of the same transaction or series of transactions."

31. The consensus ends there. Mr. Fanning submits that the phrase "the same" governs both the transaction referred to in the Rule and the series of transactions mentioned in the Rule. Mr. Dowling submits that the series of transactions giving rise to the claim of each plaintiff need not be the same series of transactions but that, if they need to be the same, the series of transactions giving rise to the claim of each plaintiff in fact meet that test. Needless to say, Mr. Fanning disagrees that the Rule, as he construes it, is satisfied.
32. The position of the Plaintiffs on this topic is best seen from this passage of the transcript of the hearing:-

MR. JUSTICE O'MOORE: Yes. Well, Mr. Dowling, these are all different transactions.

MR. MARCUS DOWLING: Well, Judge --

MR. JUSTICE O'MOORE: Even using the language of the Statement of Claim, "*a series of unlawful acts*" at the start of paragraph 8, at 8(a) "*a series of websites promoting investments*", at (b) "*the Plaintiffs each invested in binary options*", at (c) "*in each case the Plaintiffs made payments to Greymountain.*" They are all different transactions, aren't they?

MR. MARCUS DOWLING: Well, sorry, they are different transactions, Judge, but the loss was caused by Greymountain paying the money to unknown entities abroad. So Greymountain took the money and it paid money on to the third parties.

MR. JUSTICE O'MOORE: But they are different transactions as well, aren't they?

MR. MARCUS DOWLING: Well, no, they're a series of transactions, Judge.

MR. JUSTICE O'MOORE: All right, they are.

MR. MARCUS DOWLING: Sorry, in other words they're a transaction, I suppose they're a series of transactions and they're transactions that have identical features. So all of the characteristics of the transactions are the same.

MR. JUSTICE O'MOORE: Well, just on that point then, a *series* of transactions; so is the claim that the plaintiffs make in these proceedings in respect of the same series of transactions?

MR. MARCUS DOWLING: Yes, Judge, in the sense that from time to time – so money was paid to Greymountain – and we’ve seen the important detail which is that the money was comingled – so money was paid to Greymountain and then Greymountain paid the money on to third parties.

MR. JUSTICE O’MOORE: Well, just help me, if you just leave the Statement of Claim aside for one moment, if you go to the rule, I just want to know what you say about the phraseology of the Rule. If you just have that, Mr. Dowling?

MR. MARCUS DOWLING: Yes, Judge.

MR. JUSTICE O’MOORE: “*All persons may be joined in one action as plaintiffs in whom any right to relief in respect of or arising out of the same transaction – that’s fairly plain – “or series of transactions.”*”

Is that the same series of transactions, does the phrase “the same” govern both transaction and series of transactions?

MR. MARCUS DOWLING: Well, I have to say, Judge, the rule is kind of slightly tortuous, but I read that as being it’s either the same transactions or a series of transactions.”

33. Having addressed me on *Reddy & Ors. v. Dublin Corporation* [1941] IR 255, Mr. Dowling elaborated on his argument as follows:-

“MR. MARCUS DOWLING: [...] So if, for example, the plaintiffs in Reddy and Others has all entered into their contracts on the same day because there’d been a competition in Dublin Corporation for ten new general operatives and these were the ten people who’d succeeded in the competition and they’d all been given contracts on the same day, that wouldn’t be the same transaction, but in my respectful submission that would be a *series* of transactions.

MR. JUSTICE O’MOORE: All right. Applying that definition then to --

MR. MARCUS DOWLING: To Houlihan, yes, Judge.

MR. JUSTICE O’MOORE: No, applying that definition to your case, how do you make out that the series of transactions as defined by the rule is established here?

MR. MARCUS DOWLING: Yes, Judge, so the series of transactions is the scam or the scheme whereby money that is paid to Greymountain as part of the fraudulent scheme and is paid to the supposed merchants and is then lost. So the series of transactions is, if you like, the theft of the money.

So if one takes, for example, this analogy, Judge: If you have safe deposit boxes in a bank and each person’s got their individual amount of money in the safe deposit box and then the bank is broken into, all of the contents of all the safe deposit

boxes are taken and the getaway car is driven by, by analogy, Mr. Fanning's client, in my respectful submission the loss would arise out of a series of transactions or a series of thefts.

But they are connected, Judge, in a way that the contracts in Reddy and the investments in Plunkett -v- Houlihan are *not* connected. Because in each case they're doing exactly the same thing. If you look at the description that Mr. Cartu gives of what happened, 'we take the money' – it's all completely generic, it's got nothing to do with the individual investment experience – 'we collect money, we deduct commissions, there is a rolling reserve in the acquiring bank, there's a rolling reserve with the merchant and then we pay the money over to the merchant'. That's what the case is based upon, it's based upon the fraud, it's not based upon the individual investment decisions. And the loss is said to arise from the fraud, which is the taking of the money and its payment to the third parties. So in my respectful submission, Judge, that's series of transactions in the way that the transactions in Reddy and Houlihan are not.

So I think the analogy of Plunkett -v- Houlihan, Judge, is very strong in that regard as well. In that case again there was a group of transactions, if you like, but they weren't a series. I think that's the difference between them, they had more commonality – well, sorry, they had a commonality because they were the same counterparties on one side. But the court found 'No, they are too different to be regarded as a series'. That's the import of the court's finding. [...]"

34. I will firstly decide the meaning of Order 15, rule 1(1). I will then go on to consider the dispute as to the application of the Rule to these proceedings.
35. The only sensible construction of the Rule is that the claim of the plaintiffs must be in respect of or arise out of the same transaction or the same series of transactions. The alternative reading is that, if multiple plaintiffs are to sue on the same writ, they must show that the claims arise from the same transaction; however, if the claims arise from a series of transactions, then multiple plaintiffs can all sue on the same writ even if the series of transactions are not only different but wildly dissimilar. That construction would be a surreal one. However, it is the construction which arises if the phrase "the same" does not govern the "series of transactions" provision in the Rule. The Rule does not refer to similar transactions or a similar series of transactions; it refers to transactions which are "the same". There is no doubt that, where one transaction gives rise to claims, multiple plaintiffs can sue on the same writ only where their claims flow from this one transaction ("the same transaction"). No reason has been suggested to me, and none occurs to me, as to why a different situation would arise where the claims arise from a series of transactions. As a matter of logic, and a matter of language, the Rule requires that multiple plaintiffs suing on the one writ make claims that all arise from the same series of transactions.
36. I will now consider the argument that the Plaintiffs here are suing upon the same series of transactions.

37. In a way, the beginning and end of this argument is the concession by Mr. Dowling that these are "different transactions". However, Mr. Dowling did refine the argument to make the case that the transactions were essentially the same.
38. This restated submission was put in a number of ways. At page 103 of the transcript, Mr. Dowling submitted:-
- "The transaction or series of transactions that we say is what this case is about are these transactions, the transaction whereby the Defendants passed on money to the fraudsters, which has proved irrecoverable."
39. I have already set out the submission at page 136 of the transcript, in response to my question as to whether these claims all arise from the same series of transactions, to the effect that money was paid to Greymountain, the money was then comingled, and then paid on by Greymountain to third parties.
40. I have also set out the contention, at page 139, that the series of transactions are the same because they are, in effect, "the theft of the money". At page 140 it is submitted that the series of transactions are the same as "in each case they're doing exactly the same thing."
41. The significant difference between the same transactions and similar transactions is one which I have already identified. On this question of the application of the Rule, the Plaintiffs make the simple but significant error of treating the Rule as though it allows multiple claimants to sue on the same writ where they make the complaint that they have been subject to a similar fraud.
42. It is argued that the "series of transactions" are made up of all the occasions on which the defendants "passed on money to the fraudsters". However, no individual plaintiff complains that he or she is entitled to damages because of the theft by the alleged fraudsters of the money of any other plaintiff: Ms. Greffrath cannot claim that she is entitled to compensation because Mr Norton's money is stolen as well as her own. The similarity between Ms. Greffrath's case and Mr. Norton's case may provide some assistance in proving that Ms. Greffrath was defrauded, but the theft of Mr. Norton's money is not a transaction (or one of a series of transactions) which gives rise to Ms. Greffrath's right to obtain compensation for any wrong done to her. To put it simply, Ms. Greffrath's claim is not in respect of or arising from a series of transactions made up of the theft of money from other Plaintiffs and from her; she would have had exactly the same claim if no such other frauds had occurred and her claim does not arise from the commission of such frauds. In referring to "frauds" or "theft", I am obviously making no finding on whether or not the allegations of fraud or theft made in these proceedings will ultimately be established.
43. At the start of this judgment, I set out the main facts (as they appear in the witness statements) which Ms. Greffrath, Mr. Norton and Mr. Aimers assert support their claim. In doing so, I am in no way expressing a view one way or the other on the likelihood that

these facts will be established in evidence; I am however taking the witness statements as setting out the accounts most favourable to these plaintiffs. I have selected the witness statements at random. I am also conscious of the peculiar fact that these witness statements (although put forward by the Plaintiffs) ultimately were not relied upon "substantively" in resisting the motion; it was accepted by Mr. Dowling that Mr. Fanning could utilise the witness statements in advancing his case.

44. The witness statements were exhibited in the affidavit of Greg Glynn, the solicitor for the Plaintiffs, sworn on the 2nd of December 2019. Mr. Glynn swore as follows:-

"Based upon the detailed instructions received by this firm, we are satisfied that the Plaintiffs have a very strong case that Greymountain and the persons who controlled it knowingly played a key role in the binary options fraud perpetrated on the Plaintiffs. Further, it is untrue that the allegations made are highly diverse or different. Quite the opposite is the case. The only substantive difference between the various allegations is the name of the spurious entity with which the Plaintiffs dealt. In fact, in the case of at least one of those spurious entities a Plaintiff was informed that it an Greymountain were one and the same. In that regard I beg to refer to a book of witness statements from a sample of the Plaintiffs upon which pinned together and marked with the letters 'GG2' I have signed my name prior to the swearing hereof. Those witness statements show that the Plaintiffs were each defrauded in an extremely similar manner using the methods described in the statement of claim and the replies to particulars. Each of those Plaintiffs made payments to Greymountain."

I take two things from this. Firstly, Mr. Glynn aligns the witness statements with the pleaded case. I have therefore relied on the witness statements for this analysis, as they provide more detail than do the pleadings of the case each Plaintiff will make. Secondly, it is notable that Mr. Glynn refers to each Plaintiff being "defrauded in an extremely similar manner". I think this is accurate, as far as the witness statements go, but it is different from saying that the claim of each Plaintiff arises from *the same* series of transactions.

45. In *Plunkett v. Houlihan* [2004] 3 I.R. 603, Peart J.'s conclusion (at paragraph fourteen) included:-

"The fact that advice of a similar nature may have been given which resulted in each plaintiff making a decision to invest in certain companies and the same misrepresentations are alleged, does not in my view mean that the cause of action arises from the same transaction or series of transactions. It is not akin to the example given by McCarthy J. in *Duffy v. News Group Newspapers Limited* [1992] 2 I.R. 369, to which I have referred earlier where he mentioned the issue of negligent driving of a particular vehicle being common to a number of plaintiffs."

I respectfully agree with this analysis. Even a very high level of similarity between the events giving rise to individual claims does not in itself mean that the claims are in respect of or arise from the same series of transactions.

46. If one looks at the three witness statements, it is very clear that the individual plaintiffs do not rely upon the same series of transactions in making their claim.
47. Ms. Greffrath relies upon specific discussions and emails in July and September 2016 with Roy Williams on foot of which she deposited specific monies with Edgedale Finance; she then sues on foot of specific interactions with Mikhail Semyonov in January 2017, which led Ms. Greffrath to advance further monies to Edgedale.
48. Mr. Norton seeks to establish fraud, and losses flowing from fraud, by referring to very precise interactions or transactions with Mr. Sean Everett (in November 2015), Mr. Ben Fishman (between December 2015 and January 2017), Mr. Alex Brown (in January 2017) and Mr. Ben Michael (in March 2017). Mr. Norton was dealing not with Edgedale Finance, but with Bloombex; his payments were, however, being processed through Greymountain.
49. Mr. Aimers claim of fraud is based on defined transactions involving Mr. Brad Davis, Mr. Kevin White and Mr. Michael Orlov (within a few days of each other in January 2016). He then also relies on further interaction with Mr. Orlov between February and May 2016, as well as contact with the unnamed CEO of Edgedale on the 14th of March 2016.
50. I am conscious of the claim made that the people dealing with these plaintiffs may have been using aliases, and it remains to be seen if that is the case. However, my decision is not based on whether these plaintiffs were dealing with a large number of different people or with one very accomplished impersonator. The basic fact of the claims made by these plaintiffs is that they arise from entirely discrete transactions. None of the individual transactions which, for example, Ms. Greffrath says constitute fraud play any part whatsoever in the narrative of Mr. Norton. It follows that Ms. Greffrath is not making a claim for fraud arising from the same series of transactions which Mr. Norton relies upon; equally, Mr. Aimers claim for damages neither arises from nor is in respect of the same series of transactions which have caused harm or loss to either Ms. Greffrath or Mr. Norton.
51. I therefore find that the claims of the Plaintiffs in these proceedings do not fall within Order 15, rule 1(1). In coming to this conclusion, I have also considered the extensive references by Mr. Dowling to the Petition to wind up Greymountain and the evidence in that application, the report of the liquidator of Greymountain, and the evidence in the application to admit these proceedings to the Commercial Court. These parts of the oral submissions go more to suggesting that a fraud occurred, and what form that fraud took, than to addressing the scope and application of the rule.
52. I have also considered the comments of Haughton J. in admitting this action into the Commercial Court. I do not believe that Haughton J. was either deciding or seeking to

influence any application of the sort which I have now decided with the benefit of both written submissions and extensive oral argument.

53. I will hear argument on the form of the Order which I should make, given my decision on the main issue arising from the motion brought by the Cartu Defendants.