

COURT OF APPEAL

172.

30th September, 1992

Before: J.M. Collins, Esq., Q.C., (President)
R.D. Harman, Esq., Q.C., and
E.A. Machin, Esq., Q.C.

Between:

Thomas Joseph Burke

Appellant

And:

Sogex International Limited

Respondent

Appeal from the Judgment of the Royal Court (Samedi Division) of 3rd November, 1987, whereby it was adjudged that (1) the plaintiff appellant's applications for an order striking out the respondent's answer and counterclaim, or in the alternative, for directions on the hearing of a preliminary point of law as to whether the respondent is entitled to raise a defence and counterclaim in an action brought on bills of exchange, be dismissed; (2) the sum of \$150,000 paid into Court by the respondent should remain in Court pending further Order of the Court; and (3) the costs of and incidental to the applications be costs in the cause.

Advocate A.P. Begg for the Appellant.
The Respondent was not represented
and did not appear.

JUDGMENT

THE PRESIDENT: This is the judgment of the Court. By an action commenced by an Order of Justice in April, 1987, Thomas Joseph Burke, the plaintiff in these proceedings, and appellant in this Court, sued on three cheques drawn on their bankers by the defendants, who are the respondents to this appeal.

This followed an application to have the defendants declared "en désastre", which proceedings were stayed on the payment into Court by the defendants of \$150,000, which payment was effected on the 26th January, 1987.

By the Order of Justice it is alleged that in May, 1987, a Mr. Hamzah, a director and part owner of the defendants, delivered to the plaintiff four post-dated cheques, each in the sum of \$50,000 drawn on the defendant's bankers, Chase Bank AG of Frankfurt, and that the first cheque having been honoured, the second was presented for payment on 15th August, 1986, and dishonoured on the ground that there were insufficient funds in the account. Thereafter it is alleged that the third and fourth cheques were likewise dishonoured. Further allegations relate to the efforts of the plaintiff to obtain payment.

An Answer was delivered by the defendants which accepted the issue and delivery of the cheques on their account, but went on to allege that the three cheques which were dishonoured were countermanded for good reason. We refer to the terms of the Answer in greater detail later in this judgment.

By his reply the plaintiff admitted writing the letter which was referred to in that Answer and to which we will refer in detail later, and otherwise put all matters in issue.

Thereafter the plaintiff applied to the Royal Court by summons under Rule 6/13 of the Royal Court Rules to strike out the defence and counterclaim; or in the alternative to give directions for a hearing on a preliminary point of law as to whether the defendant is entitled as a matter of law to raise a defence and counterclaim in an action brought on bills of exchange. The learned Commissioner dismissed the applications, holding that he had a discretion to permit the defence and counterclaim to enter and that it was right to exercise that discretion in favour of the defendants. Accordingly, he ordered that the summons itself be struck out so that the Answer and counterclaim could be entered on condition that the \$150,000 to which I have referred earlier remain in Court until further order.

On 26th May, 1988, the Bailiff, sitting as a Single Judge of this Court, granted leave to the plaintiff to appeal out of time. And argument having been raised, but not resolved as to his jurisdiction to grant such leave, leave was thereafter granted by the Full Court on 4th July, 1988. Thereafter the plaintiff was

ordered to lodge security of £1,000 in respect of the costs of the appeal.

When leave was given by the Full Court, Mr. Chadwick in giving judgment drew attention to an underlying question of law of considerable importance. He went on to say:

"That question is the extent to which the guidance given by the House of Lords in England in the case of Nova (Jersey) Knit Limited -v- Kammgarn Spinnerei (G.m.b.H) (1977) 2 All E.R. 463 applies in the somewhat different circumstances in this jurisdiction. And if the Commissioner were wrong in the view which he took on that matter, then the exercise of his discretion could well be said to have been flawed".

Mr. Chadwick continued:

"In those circumstances it seems to me that the second question which arises is whether there is a good reason to require the parties to go to trial on this point as on others, so that the question of law can be resolved first by the trial judge in the light of the evidence which he hears, and then, if the unsuccessful party desires it, by the Court of Appeal; or whether the point is one which is suitable for decision as a matter of principle on an application to strike out, and so can properly be dealt with by the Court of Appeal by way of appeal from the Commissioner".

Mr. Chadwick again continued:

"In considering that second question I have paid regard to the views expressed by the Bailiff in his judgment on the 26th May. He said that in important commercial matters it is essential for the Island to know from the Court of Appeal whether indeed the Royal Court was correct in the earlier case of Chestertons -v- Leisure Enterprises, (1984) Unreported J.J. 191, and whether the Commissioner was correct in following Chesterton in the instant case. On that basis he was satisfied that there were sufficiently important grounds to warrant the giving of leave at this stage".

Now it has been clear law in England for many years and indeed was already treated as supported by authority as long ago as 1855 that actions brought on bills of exchange stand in a special category.

The first authority to which we were referred was a decision of the Court of Exchequer in Warwick -v- Nairn (1855) 156 C.L.V. E.R. 648. Other later authorities which followed the same path are to be found referred to in the speech of Lord Wilberforce in Nova (Jersey) Knit Limited -v- Kammgarn Spinnerei (1977) 2 All

E.R. 463, to which I have already referred. I shall refer from now on in this judgment to this case as the Nova case.

In the course of his speech in the Nova case, Lord Wilberforce at p.469 said:

"I take it to be clear law that unliquidated cross-claims cannot be relied on by way of extinguishing set-off against a claim on a bill of exchange". (In that connection he referred to two cases one of which was Warwick -v- Nairn). "As between the immediate parties, a partial failure of consideration may be relied on as a pro tanto defence, but only when the amount involved is ascertained and liquidated".

In this connection Lord Wilberforce referred again to Warwick -v- Nairn and to three other cases of varying age.

He explained the basis for these legal principles later in his speech. His explanation is to be found at p.470 of the same report. He said:

"When one person buys goods from another, it is often, one would think generally, important for the seller to be sure of his price: he may (as indeed the appellants here have) bought the goods from someone else whom he has to pay. He may demand payment in cash; but if the buyer cannot provide this at once, he may agree to take bills of exchange payable at future dates. These are taken as equivalent to deferred instalments of cash. Unless they are to be treated as unconditionally payable instruments (as the Bills of Exchange Act 1882, s 3, says 'an unconditional order in writing'), which the seller can negotiate for cash, the seller might just as well give credit. And it is for this reason that English law (and German law appears to be no different) does not allow cross-claims, or defences, except such limited defences as those based on fraud, invalidity, or failure of consideration, to be made." He then referred to the case before them and to the decision of the Court of Appeal in that case, and he went on: "In my opinion, this is a straightforward case of an action on bills, to which no admissible defence has been put forward. I would hold that the judge was right, in the result, in refusing a stay and I would restore his order and allow the appeal. As I have said, we are not concerned in this appeal with the future course of this action, but I must demur to the view that a result similar to granting a stay under the Arbitration Act 1975 can be obtained by any procedural stay of another character. So to hold would seem quite counter to long accepted principles regarding claims on bills of exchange and would represent an undesirable change in the law".

The reference to the Arbitration Act 1975 arose from the fact that the defendants were seeking a stay of the action on the bills pending the hearing of an arbitration in Germany under a contract between the parties. We take it that the reference to a procedural stay of another character was intended to cover such matters as a stay of a judgment on a claim pending the determination of a counterclaim.

Lord Dilhorne's speech was short and included the following passage:

"Bearing in mind the intrinsic nature of a bill of exchange, 'an unconditional order', which the appellants were entitled to regard as a deferred instalment of cash, and the fact that cross-claims, unless based on fraud, invalidity or failure of consideration are not allowed, it appears to me that seldom, if ever, can it be right while denying the right to bring a cross-claim, to allow a cross-claim to operate as a bar to execution and to prevent the holder of a bill of exchange receiving the deferred instalment of cash which the parties agreed he should get".

At p.479 Lord Fraser expressed himself as in agreement with the speech of Lord Wilberforce so far as is material to this appeal.

Finally, Lord Russell of Killowen at p.479 in the same report expressed himself thus:

"It is in my opinion well established that a claim for unliquidated damages under a contract for sale is no defence to a claim under a bill of exchange accepted by the purchaser; nor is it available as set-off or counterclaim. This is a deep rooted concept of English commercial law. A vendor and purchaser who agree on payment by acceptance of bills of exchange do so not simply on the basis that credit is given to the purchaser so that the vendor must in due course sue for the price under the contract of sale. The bill is itself a contract separate from the contract of sale. Its purpose is not merely to serve as a negotiable instrument; it is also to avoid postponement of the purchaser's liability to the vendor himself, a postponement grounded on some allegation of failure in some respect by the vendor under the underlying contract, unless it be total or quantified partial failure of consideration".

The principles so expressed have, we find, been implanted in the Law of England for over one hundred years, and they have reached their most authoritative expression in the Nova case so far as affects transactions governed by English Law.

The first matter which we have to consider is whether those principles fall to be applied in Jersey by analogy to the Law of England. The application of the Law of England in this Island is, of course, by no means automatic. It must be carefully considered in all cases coming before this Court or any other Court. There are numerous instances in which such application has taken place, in the case, for example, of Criminal Law and more pertinently perhaps, in connection with Maritime Law and this Court itself has experience of applying English Law by analogy in connection with Arbitration Law.

We were referred, in connection with Maritime Law to the case of In Re: Intersub Limited (1985-86) JLR 202; and in connection with Criminal Law to the very recent decision of this Court in Foster -v- A.G. (20th January, 1992) Jersey Unreported C.of.A: p.p.16-23.

More immediately germane to the instant case, however, is C.S. Le Gros' "Traité du Droit Coutûmier de l'Ile de Jersey", where in the chapter entitled "De la Lettre de Change et du Billet à Ordre", at p.317 the author said this:

"Enfin, pour terminer, il convient de remarquer que nous suivons en général les dispositions de l'acte de parlement "The Bills of Exchange Act, 1882" en tant qu'elles ne sont point contraires au droit statutaire et à la jurisprudence de cette île".

In this context, it is perhaps pertinent to revert to the reference in Lord Wilberforce's speech in Nova, to the definition of a bill of exchange under the 1882 Act as "**an unconditional order in writing**", and the connection between that phrase and a part at least of his reasoning in reaching the conclusion which he did in the Nova case.

In the very recent legal textbook of Matthews and Nicolle: "The Jersey Law of Property", under the heading "Negotiable Instruments", the development of *pièces signées* including the *lettre de change*, which term includes a cheque, is described and is treated as having occurred somewhat in parallel with that which occurred in England, France and other mercantile nations. The learned authors say: "**As a result of these characteristics, negotiable instruments have played a very important rôle in the modern financial world, particularly by being used in place of cash**".

A recent example of the drawing together of the Law of Jersey with the Law of England in connection with bills of exchange and in particular with cheques is to be found in the enactment of Articles 1-4 of the Cheques (Jersey) Law, 1957 containing as they do identical provisions to those contained in an English Statute, the Cheques Act 1957. The Jersey Law to which we refer also

harmonises the meaning of expressions as between the Jersey Law itself and the Bills of Exchange Act of 1882.

In the course of the development of the law of bills of exchange in Jersey, there was passed the Loi (1813) concernant le paiement de Lettres de change. This Law is cited and quoted from by Mr. Crill, the Deputy Bailiff, as he then was, in Chestertons -v- Leisure Enterprises (1985-86) JLR 271, at 273. Article 1 of the Loi provides as follows:

"Toutes lettres de change dûment acceptées, et tous billets à ordre, seront payables le jour de leur échéance, y compris trois jours de grâce; et dans le case de refus ou de défaut de paiement de la part des débiteurs, il sera loisible aux personnes ayant droit de demander le paiement de telles lettres de change ou billets à ordres de faire saisir, par le moyen d'un Officier de Justice, les biens ou la personne de tels débiteurs, quoiqu'ils soient fondés en héritage et de procéder vers eux sommairement tant en vacance qu'en terme'."

The learned Deputy Bailiff continued as follows, he said:

"We are satisfied that the words "le jour de leur échéance" mean, in respect of the cheque, the day on which it is paid...."

We believe that it would be correct to take it that when the learned Deputy Bailiff used the word "paid", this is to be construed as a reference to the date on which the bill falls due.

Now, Chestertons -v- Leisure Enterprises (1985-86) JLR 271 was understood both by the author of the headnote to that case in the Jersey Law Reports and indeed by the learned Commissioner, in the case before us, as constituting a refusal, to a greater or lesser extent, of the invitation to follow the principles in the Nova case. We observe that the editor of the Jersey Law Reports in preparing a headnote described the effect of the decision as this: **Held: dismissing the summons and refusing to strike out the defendant's answer: That there was no rule that exceptional circumstances apart, no answer could be put in to an action on a dishonoured cheque, and therefore the Court would only strike out an answer if it disclosed no reasonable cause of action within the terms of the Royal Court Rules 1982 (as amended): Rule 6/13(a).**

As will become apparent in the judgment at present under appeal, the learned Commissioner contrasted what he described as the test used by the learned Deputy Bailiff in Chestertons -v- Leisure Enterprises with what he described as a narrower rule pronounced by the House of Lords in the Nova case.

The Chestertons action was one which had been brought by a firm of estate agents by which they claimed on a number of cheques

drawn by the defendants. We have, of course, seen the judgment in the Chestertons case, and we have also had the advantage of reading the pleadings.

The defendants raised a cross-claim alleging that the plaintiffs, when responding to those who answered to the advertisements for properties in various periodicals, placed there by the plaintiffs, and for which the cheques were payment, included not only details of the defendant's properties, but also of other properties for which no doubt Chestertons were agents. The pleadings in the action disclosed that the cross-claim was for an alleged loss of at least £35,000 being expressed in that way with the use of the words "at least", and no particulars were given. It was a claim for unliquidated damages.

By amendment, the Answer alleged a total failure of consideration and fraud, this being by way of addition to existing allegations, a failure of consideration without the use of the word 'total' and also allegations of dishonesty. While conduct of the type complained of would, if true, no doubt be improper, it may well be that these amendments were included for the purpose of strengthening the defendants' case against some summary remedy at the suit of the plaintiffs on the cheques.

We noticed that on the pleadings no allegation was made of the loss of any particular bargain or as to any specified customer diverted elsewhere.

The learned Deputy Bailiff quoted passages from the Supreme Court Practice (1976 Ed'n) and from authorities culminating in the Nova case.

Having summarised the arguments of the plaintiffs and the defendants in the Chestertons case respectively, he held that he was satisfied that there was an issue to be tried, and that there was a reasonable ground of defence.

In the instant case, the learned Commissioner at p.325 of his judgment (1987-88) JLR 316, line 17, said that: "***In the Chestertons case, the Court had no hesitation in looking at the law in England for guidance***".

In the passage to which I have already referred, he made it plain that he was considering that the learned Deputy Bailiff was taking a course and applying a test which was more favourable to the defendants than that adopted by the House of Lords in the Nova case.

The learned Commissioner said at p.334:

"In the Chestertons case, it would seem that the court looked at 0.14, took note of serious matters alleged in the proposed

answer, including an allegation of fraud, and having found that a reasonable ground of defence was disclosed, found that the justice of the case required that the defence should be allowed to stand. If that is the test, then clearly I would be able to exercise my discretion in favour of the defendant in the instant case".

We conclude that if the Chestertons case is to be construed as the learned Commissioner has construed it, so as to give the Court a wide power, or indeed, looking elsewhere in his judgment, discretion, to have regard to the justice of the case, in permitting a defence to stand to a claim on a cheque, the effect would be that the principle in the Nova case would be substantially undermined.

This Court is therefore faced with a choice between the application of the Nova principle and some such wider power as appears to have been favoured in the Chestertons case as construed by the learned Commissioner in the instant case, and indeed, as it stands on its own terms.

Our judgment, when faced with this choice, is that the interests of the financial and mercantile community in this Island would be best served by the application of the stricter approach adopted by the House of Lords in the Nova case. In particular we revert, without repetition, to the rationale of those strict principles, advanced by Lord Wilberforce at p.470 of the Report.

We do not find, and we have not had drawn to our attention, any significant difference in local conditions in Jersey, sufficient to justify any different approach. Indeed, the position of Jersey as a major financial centre only goes, in our view, to confirm the approach and result of the House of Lords in the Nova case.

We turn next to an application of the Nova principle to the facts in the instant case, and in particular to the pleadings. The learned Commissioner took the view that even on this basis the defendants were entitled to raise and persist in the defence expressed in their answer. He expressed himself as follows on p.334, line 21:

"However, even if I adopt the stricter test disclosed by the line of English authorities, it is my view that this is a case where I would be able to exercise a discretion. The defendant has argued that this is not a sale of goods which are alleged to be defective, as are so many cases, or a case of a possible referral to arbitration as in Nova Knit but a continuing and evolving relationship between the parties where it is impossible to apportion the payments between salary and fees and where the cheques would never have been issued had the defendants known of the letter to Korean Heavy

Industries. The points raised include not only an allegation of failure of consideration but also that the letter is evidence of an improper and fraudulent agreement. So far as the first point is concerned, the English authorities do not and cannot take into account the law of Jersey. It is my view that it would be wrong to attempt to deal with this point without hearing evidence. So far as the second point is concerned, this clearly falls within every exception and I have no hesitation in saying that the defence should enter and evidence should be heard".

Those words were prefaced by an expression by the learned Commissioner of the view that the Court has a discretion to decide whether the circumstances or reasons exist for permitting such a defence to stand; and it is that discretion, no doubt, to which he refers when he deals with the stricter test disclosed by the English authorities and his discretion in that respect.

With respect to the learned Commissioner we do not agree that the Court has a discretion to decide whether the circumstances or reasons for raising a defence to an action on a bill of exchange, admittedly delivered and dishonoured, exist. In our judgment the obligation of the Court is to decide on an objective view of the real substance of the pleadings and in particular of the defences raised on the pleadings whether the exceptions provided for in the Nova case exist, or whether they do not. If they do not exist then the plaintiff is entitled to judgment. If they do exist then there is room for the exercise of discretion, whether it be as to the entering of judgment or as to the ordering of a stay of that judgment, or indeed as to the making of no order.

Reverting to the passage in which the learned Commissioner purported to approach the matter along the lines of the stricter test disclosed by the line of English authorities, our judgment is, first that he was in error in determining that this was a matter of discretion for the reasons which we have just given. Furthermore, having looked with care at the pleadings in the present case, have concluded that the answer and counterclaim go nowhere near to establishing either an absence of consideration, as understood by English law, or any equivalent, for example, by way of the doctrine of 'cause' under French law in respect of the cheque sued on. Furthermore, that the allegation of fraud, while raised in the answer, is woefully unparticularised.

We would add that no effort has been made to particularise or quantify the damages claimed in the counterclaim so that the damages claimed are on any view unliquidated.

To this we would add that the answer and counterclaim were filed some five years' ago and in the meantime no effort has been made to particularise or proceed with it and indeed the respondents are not even here to argue this appeal.

Turning now to look at the answer and counterclaim in greater detail, by paragraph 1 it was alleged that *"the plaintiff, as an employee or former employee of the Defendant, held confidential information about the Defendant which would be of great value to the trading rivals of the Defendant"*.

By paragraph 2 it is alleged *"that it was an express (or implied term) of the payment of the cheques...."* (sued on) *"that the Plaintiff would not, either personally, or through the said companies, attempt to damage the Defendant's interests, or attempt to enrich himself to the detriment of the Defendant"*.

For our part we cannot see how there can, as a matter of legal analysis, be said to be an express or implied term of the payment of a cheque.

If some agreement antecedent to or collateral to the delivery of the cheque is intended to be relied upon, it is not alleged and being not alleged it is not and cannot be particularised.

There then follows the allegation in paragraph 4 that although the defendant countermanded the first of the three unpaid cheques on 15th August, 1986, it was countermanded for good reason. That reason purports to be alleged and particularised under paragraph 5 of the same pleading. It is there alleged that because of what is described as a continuing breach of duty on the part of the plaintiff and a failure of consideration, it was justified to have the payment on the cheques stopped.

It is to be observed that nowhere does the pleading identify the nature and extent of the consideration which it is alleged supported the cheques and therefore which is alleged to have failed. Further, it is not alleged that there was a total failure of consideration.

Somewhat strangely it is only in the particulars of the allegation of breach of duty and failure of consideration in paragraph 5 of the answer that we find any reference to fraud. Reference is made in paragraph (a) of the particulars to a letter of 3rd February, 1986, written by the plaintiff to a company called Korean Heavy Industries and Construction Co. Ltd. This is the letter to which we referred at the outset of this judgment in relation to the defendant's answer.

It is alleged in the particulars to paragraph 5 that this letter proved an improper and fraudulent agreement between the plaintiff and the president of the defendant's wholly owned American subsidiary, Envirogenics Systems Co.

This letter was, as it happens, exhibited to an affidavit by Mr. Hamzah, the director of the defendant company who signed and issued the cheques. This affidavit and letter were lodged in the

proceedings to declare the defendants "*en désastre*", to which we referred at the commencement of this judgment and thus happen to be before the Court.

This Court has read the letter carefully and concludes that it is a letter open to a number of different constructions and does not itself supply the want of proper particularity of an allegation of fraud apparent on the face of the pleading. The practice in this Island, as in England, requires full and proper particularity in the case of any allegation of fraud. We adopt the following words from a decision of the House of Lords in Wallingford -v- Mutual Society (1880) 5 A.C. 685 at 697:

"General allegations, however strong may be the words in which they are stated are insufficient to amount to an averment of fraud of which any court ought to take notice".

We lay stress upon the phrase "ought to take notice" in the context of this present appeal.

Paragraph (c) of the particulars goes on to allege, again in general terms, that the defendant became aware "*that the plaintiff while working for the defendant was colluding or attempting to collude with trade creditors of the defendant in order to cause the defendant financial harm and that he had deliberately mislaid or dishonestly removed original and critical documents from original files which were placed in his possession in a position of trust and this to the detriment of the defendant*".

It is sufficient if we say in connection with that particular that it is itself wholly wanting in particularity. It is therefore an allegation which we feel is to be disregarded in this present context.

Reverting to the judgment of the learned Commissioner at present under appeal, we do not, with respect, consider that the - and I use his words - "**continuing and evolving relationship between the parties**" to which he refers has any bearing whatsoever upon the application of the principles in the Nova case.

We also do not consider that any difficulty in apportioning payments between salaries and fees is relevant in the application of those principles on any view. Further, we do not consider that there is sufficient evidence that the cheques would never have been issued had the defendants known of the letter to Korean Heavy Industries and Construction Co. Ltd., for the reasons which we have already expressed; and in the absence of proper particulars in the pleading as to the nature of the improper and fraudulent agreement alleged.

The learned Commissioner we note has referred both in this passage and elsewhere in the judgment to the absence of the

doctrine of consideration from the Law of Jersey. Whether the test falls to be applied in other cases by reference to an application to the doctrine of consideration as understood by English Law; or whether the test falls to be applied by reference to "cause" it suffices for present purposes to observe that the defendants themselves chose to plead their case by reference to the law of consideration. And chose to do so without alleging or beginning to substantiate any total failure of the consideration such as they might have particularised had they done so.

We do not agree, with respect to the learned Commissioner, that this is a matter which must await evidence. In applying the Nova principles at this stage of the action, regard is to be had as we have stated, to the allegations raised on the pleadings. And if it be suggested that evidence must be awaited, it is to be observed that without amendment evidence could not go beyond the pleaded case.

In these circumstances and for the reasons which we have given we allow this appeal and we strike out the defendant's answer and counterclaim and set aside all such orders as were made by the learned Commissioner.

(Following further discussion with Counsel, the Court, in addition to ordering that the Respondent's Answer and Counterclaim be struck out:

- (1) ordered that the respondent pay to the appellant the sum of US\$150,000, pursuant to paragraph (f) of the appellant's Order of Justice (with no stay of execution);*
- (2) ordered the Judicial Greffier, forthwith, to pay out to the appellant the sum of US\$150,000, paid into Court by the respondent on 26th January, 1987, together with interest accrued thereon;*
- (3) ordered the Judicial Greffier, forthwith, to pay out to the appellant all sums paid into Court by the appellant by way of security for costs, together with interest accrued thereon;*
- (4) ordered the respondent to pay interest, at the rate of 10% simple, to the appellant on each of three US\$50,000 cheques, from the date upon which each cheque fell due to 26th January, 1987, being the date of the payment into Court of US\$150,000; and*
- (5) ordered the respondent to pay the costs of the appellant, of and incidental to these proceedings, both in this Court and in the Court below.)*

Authorities

Rules of the Supreme Court (1988 Ed'n):

- i) Section 14/3-4/2: "Judgment for the Plaintiff";
- ii) Section 14/3-4/14: "Action on dishonoured bill or cheque";
- iii) Section 14/3-4/15: "Leave to defend - conditional leave";
- iv) Section 14/3-4/17: "Bills of Exchange".

Rules of the Supreme Court (1993 Ed'n): Rule 18/12.

West & Ors. -v- Lazard Brothers and Company (Jersey) Ltd. (8th July, 1992) Jersey Unreported.

Royal Court Rules 1982 (as amended): Rule 6/13.

Chestertons -v- Leisure Enterprises (1985-86) JLR 271.

C.S. Le Gros: "Traité du Droit Coutûmier de l'Ile de Jersey" p.317.

Loi (1813) concernant le paiement de lettres de change.

Warwick -v- Nairn (1855) C.L.V. E.R. 648.

Nova (Jersey) Knit -v- Kammgarn Spinnerei (1977) 2 All E.R. 463.

Matthews & Nicolle: "The Jersey Law of Property (1991)", Chapter 5: "Negotiable Instruments".

Cheques (Jersey) Law 1957.

Cheques Act 1957.

D.B. Installations Limited -v- Vaut Mieux Limited (1987-88) JLR N-5.

Davest Investments Limited -v- Bryant (1982) JJ 213.

In Re: Intersub Limited (1985-86) JLR 202.

Ex P. Viscount Wimbourne (1983) JJ 17.

In Re: Malabry Investments Limited (1982) JJ 117.

A.G. -v- Makarios (1979) JJ 85.

Ruban -v- A.G. (1987-88) JLR 204 at p.216.

A.G. -v- Contractors Plant Services Limited (1967) JJ 785.
Romeril -v- Comptroller of Income Tax (1967) JJ 817.
Foster -v- A.G. (20th January, 1992) Jersey Unreported, C.of.A:
p.p. 16-23.
Dawnays Limited -v- F.G. Minter Limited (1971) 2 All E.R. 1389.
Bow, McLachlin & Co. -v- Ship Camosun (1909) A.C. 597.
Rahman -v- Chase Bank (C.I.) Ltd. & Ors. (1984) JJ 127.
Wallingford -v- Mutual Society (1880) 5 A.C. 685 at 697.
Arbitration Act 1975.