16 pages.

ROYAL COURT
(Samedi Division)

24th November, 1994 235.

Before: The Bailiff and
Jurat the Hon. J. A. G. Coutanche
Jurat G. H. Hamon

BETWEEN	The Jersey Civil Service Association and The 2/300 branch in Jersey of The Association Of Clericial, Techinical And Supervisory Staff	FIRS PLAINTIFF
	AND	
	Ian Philip Le Breton and Jennifer Diane Rolley (née Thelland), wife of Michael Andrew Holley	SECONI PLAINTIFF
AND	The Establishment Committee of The States of Jersey	DEFENDAN

Advocate M. H. Clapham for the Plaintiffs
Advocate S. C. Nicolle for the Defendant

JUDGMENT

THE BAILIFF: The States of Jersey is the employer of the Island's civil servants. It exercises control over them through the Establishment Committee. A Chief Executive Officer together with the States Personnel Department, formerly called Personnel and Management Services, act on behalf of the Committee and carry out its instructions. The Civil Service (Jersey) Law, 1948 set up a Civil Service Board and enabled the States to make Rules for the service.

In 1959, purporting to act under its powers conferred upon it by the Law, the States passed the Civil Service Administration (Negotiation and Arbitration (Jersey) Rules, 1959. Rule one is as follows:

> *"1. (1) A Civil Service Joint Council (herinafter referred to as "the Council") shall be constituted to deal in general with all questions affecting the civil service as a whole but not to be precluded from dealing with matters peculiar to the staff of any particular Department.*

(2) The Council shall consist of an Official Side and a Staff Side.

(3) The Official Side of the Council shall be appointed by the Civil Service Board and shall consist of not more than eight members who shall be persons of standing and who may or may not be members of the States :

Provided that at least four members of the Official Side shall be members of the Civil Service Board.

(4) The Staff Side of the Council shall be appointed by Asociations recognized by the States as representative of civil servants or of particular classes of civil servants and shall consist of not more than eight members who shall be persons of standing and who may or may not be civil servants.

(5) The Chairman of the Council shall be a member of the Official Side and the Vice-Chairman shall be a member of the Staff Side. Deputies for the Chairman and the Vice-Chairman shall likewise be members of the Official Side and the Staff Side respectively.

(6) Each side of the Council shall appoint a secretary or secretaries.

(7) Decisions of the Council shall be arrived at by agreement between the two sides, shall be signed by the Chairman and Vice-Chairman, and shall be reported to the Civil Service Board for such action as may be necessary in order to give effect to the agreement."

The other main rule concerned arbitration which is not germane to the present case. In 1963, the functions of the Civil Service Board were transferred to the Establishment Committee which, in 1973, was empowered by the Public Service (Jersey) Law, 1973 to make orders in relation to the civil service. In 1983 the Committee made Orders which repealed the 1959 Rules but replaced them in substantially the same terms. The 1959 Rules had set up the Civil Service Joint Council which was kept in place by the 1983 Orders. Although negotiations were carried out between the official and the staff sides of the Joint Council the contracts of each civil servant were concluded between the Committee and the indiviual civil servant. Thus whether the Rules and the subsequent Orders were *ultra vires*, as they probably were, in seeking to substitute the Joint Council for the Committee in negotiating terms, the eventual agreement was that between the Committee and each civil servant and it is to each agreement that the Court has to look in the first instance. Each civil servant would be offered a post by the Establishment Committee. Apart from one early contract the remaining offers carried the following

paragraph: *"The above conditions of service may be varied at any time by the Committee or the States."* Each civil servant was required to sign the following acceptance of the Establishment Committee's offer - *"I have received the original of this letter and accept the appointment on the terms and conditions of service including grade and rates of salary".* Advocate Clapham for the plaintiffs, submitted that the question of salary was a term of the contract and that, accordingly, by the use of the single word "conditions" in the clause empowering the Committee to vary them, the Committee did not include salaries. The Court finds no merit in this submission. The saving clause appears below all the terms and conditions and the Court cannot import an artificial or limited meaning to a clear reservation. Each of the first plaintiffs' offers contained the reservation clause and each of the two plaintiffs signed their acceptance in the terms set out above. In 1982 the Joint Council had agreed to a new pay structure which included arrangments to protect the salaries of some 300 civil servants. The details of that agreement are not important, but the principle was clear and was repeated in a circular sent to every civil servant. In 1987, Hay Management Consultants carried out a survey of the posts and salaries of civil servants. The staff side of the Council had agreed to this being done. On 28th March, 1988, the official side of the Joint Council, acting on instructions from the Committee, wrote to the staff side. The relevant paragraphs of that letter at this point are the following:- (This is the penultimate paragraph of page 2 referred to in the Staff Side's reply quoted below).

> *Proposals*
>
> *The results of the Survey indicate that the pay line for four Civil Service grades should move down and those of the other grades should move up. The Official Side accepts the logic of this and is prepared to make such adjustments with effect from 1 November 1987, with the proviso that the downward adjustments will not be retrospective.*
>
> *If the Staff Side is not inclined to adopt this logical application of the results of the Survey, the Official Side, for its part, would not be prepared to recommend an agreement which simply awarded the increases indicated, but postponed to some later date the reductions which are also indicated. This would be to give insufficient weight to the public interest. If, therefore, the Official Side is to agree to the immediate implementation in full of the indicated increases but not of the indicated decreases, it would have to be as part of a package containing some compensating benefits to the public. Apart from the 'costable' components of the private sector emolument package, to which it is proposed to make the public sector package equivalent, there are working practices and agreements which currently put public sector employees in a more favourable situation*

than their opposite numbers in the private sector. The objective of giving equivalent remuneration for equivalent jobs clearly involves the adjustment of any differences in these fields. The Committee will therefore look for :- ...

e) so far as is possible, th removal of protection for those officers in grades 11-15 by assimilating them into the proposed spinal column structure on the basis of the HAY score for their present post, or, if the relevant point would result in a reduction of salary, at the next higher point which would not result in a reduction of salary."

On 14th May the secretary of the staff side replied. The relevant parts of that letter read:-

"However, as the confirmatory letter referred to in my first paragraph was not forthcoming, the Staff Side has no alternative, in the best interests of the public service, but to accept the first option set out on the second page of your letter of 28th March 1988 as it stands, although this will mean leaving over to be resolved in subsequent pay rounds the matter of the anomalies which it feels will result.

The Staff Side therefore formally accepts the offer made in the penultimate paragraph of the second page of your letter of 28th March, based on the pay line referred to in the paragraph above for Grades 1 to 15 inclusive, with HAY point salaries for posts above that level, under the first of the two proposals set out in the document."

On the 25th July, 1988, the Chief Executive Officer of the Committee wrote to the staff side confirming the 1987 agreement but in effect abolishing the protected status of those remaining civil servants who had been covered by the 1982 agreement, the second plaintiffs being two of those affected although in a differing degree. There had been considerable negotiations between the Establishment Committee, through the official side of the Joint Council, and the Civil Servants through the Staff Side of the same Council, before the letter of acceptance of the 14th May, even to the extent of the Establishment Committee enquiring from the Crown Officers if it could withdraw its offer. It was advised that it could but the legal effect would be to release the civil servants from their agreement in 1987 to submit to the Hay Evaluation. On the 25th July, 1988, the Chief Executive Officer wrote to the Chairman of the Staff Side. The letter is interesting because it discloses how the Committee arrived at the decision that it would be fair to remove the protected status of certain civil servants. The two relevant paragraphs of that letter are as follows:-

"The implementation of the '87 agreement, in the form in which it was accepted, does raise a problem in relation to those officers who are currently protected on a personal grade because they are occupying a post for which the evaluated grade is lower. The object of the protection in these cases was to ensure that the individuals did not suffer personally because, for reasons beyond their control, the duties and responsibilities of their post had been reduced with a consequent reduction in its grading. It was accepted at the time that such staff be entitled to the normal annual pay increases.

It is clear that, if at any time there were a change in the grading structure, people on protected salaries would be slotted into the new salaries' structure at a point at which they did not suffer any financial loss. Indeed this was the principle which we had agreed in discussions when we were talking about the possibility of replacing grades 11-15 by a spinal column. In the event, we decided to retain the exisiting grades and the question arises as to whether the 1st November 1987 pay adjustment constitutes one of the usual annual pay increases or whether it is an abnormal adjustment to the pay scales. That the latter is the case is clearly beyond dispute. In such circumstances it would be totally unreasonable and wholly unacceptable to the employer to pay very substantial increases to protected post-holders when in some cases they can be placed into the correct grade for their post and still receive an increase in real terms in their present salary. On this basis people who are protected on grades 10-15 inclusive will be moved, with effect from 1st November 1987, to the maximum point of the next lower grade. In practice this will mean that those in the upper grades will still receive an increase in excess of £2,000 at November 1987 pay rates and those in grade 10 will receive something marginally in excess of £200. This clearly shows that the procedure to be adopted honours the principles for which protection was provided."

On the same day the Committee made the draft order implementing the HAY awards.

On the 8th August, letters were written to the protected civil servants, including the two first plaintiffs, removing their salary protection, but allowing for some increase on the 1st November, 1987, and a further 5.4% on the 1st June, 1988. On the 4th October, 1988, the Chief Executive Officer prepared a paper on the protected postholders. It covered not only the position of civil servants such as the first two plaintiffs, but also a small group which in fact had been reduced to two, according to the paper at the time it was written, who were protected because of departmental re-organisation. The narrative is as follows:-

Problem

1. *The Committee's policy to use the 1987 pay award to, so far as was possible, remove protection from postholders has been applied universally. It has come to light that such universal application of the policy may unfairly have been to the prejudice of a number of postholders.*

Background

2. *There are three groups of protected postholders:-*

   i) *In order to obtain Staff Side approval for the introduction of Hay job evaluation, the Establishment Committee agreed that no postholder would suffer financially if the salary for his post resulting from the HAY evaluation was less than that which he was currently receiving. Such postholders were protected on a 'point of grade' basis e.g. if somebody's post were evaluated and fell within the new HAY based grade 11 but their salary equated to the first increments of grade 12 of the new HAY based salary scale, then they would be protected on the first increment of the new grade 12. They would be entitled to benefit from normal annual pay awards but they would not be allowed to progress through the further increments of grade 12.*

   ii) *Since the original implementation of the HAY evaluation results and the HAY based salary structure a number of posts have been re-evaluated and as a result have been down-graded. In such cases it was agreed that the postholders would continue to be paid in accordance with their present grade, that they would be entitled to progress at that grade and that they would receive the benefit of normal annual pay awards.*

   iii) *A completely separate group are those who are protected because of departmental reorganisations. Where as the result of a departmental reorganisation a person's post disappeared, it was agreed that that person would be offered an alternative post either in the same department or in another department and that he would financially be no worse off*

than if his original post had continued to exist and he had continued to occupy it.

Discussion.

3. The distinction between the first two groups of postholders mentiond above and the third is that the first two were assured that their salaries would not be reduced if their post were downgraded whereas those in the third group were assured that, following the abolition of their post, they would be no worse off than if their posts had continued in existence and they had continued to occupy them.

4. When the Department came to implement the second phase of the 1987 pay agreement, which was related to the private sector survey, it took the view that to pay such increases to protected postholders falling in groups 1 and 2 above, would be to go beyond the purpose for which the protection was granted in the first place. The increases payable from the 1st November 1987 were not normal annual increases based upon the Cost of Living indeed, such Cost of Living related increases had already been paid with effect from 1st June 1987. Protected postholders were therefore put on to the correct grade for their post in all cases where this still provided an increase in salary from 1st November 1987. The Department applied the policy equally to all protected postholders and the question now arises as to whether this was fair and equitable to those postholders who fall within group 3 above.

5. This is a moral rather than a legal issue. The legal position is quite clear, the Establishment Committee and the States have the unilateral right to alter any Civil Servant's Terms and Conditions of employment. The moral issue is whether the Committee is prepared to honour commitments entered into by its predecessors. So far as the Department has been able to ascetain(sic) the situation only affects two Civil Servants.

Recommendation

6. The Department recommends that the Committee maintains the protection of postholders whose previous posts disappeared as the result of departmental reorganistion."

The plaintiffs say that the acceptance by their

offer related only to one paragraph in the letter of the 28th March, 1988, and that the condition of the removal of the protected posts in the paragraph cited above was not accepted. Be that as it may, it was the Committee which, in its letter of the 25th July, 1988, presumably for the reasons set out in paragraph 4 of the Chief Executive Officer's memorandum, removed the protective posts. Was it, therefore, entitled to do so?

The first plaintiffs now ask the Court to declare that the agreement relating to protected salaries is still in force. The second plaintiffs ask the Court to reinstate their "lost" salaries with arrears and interest. Although the Court found that the first plaintiffs had a sufficient interest to allow them to be joint plaintiffs that interest depends on whether the second plaintiffs can succeed. The Court has therefore to look at the contracts between the second plaintiffs, assuming that, apart from one contract, their contracts correspond to those for the rest of the civil service. The defendant committee relies on its entitlement to vary each contract with the individual employee and that would include a right to set aside the protected status of certain civil servants. A number of English cases were cited but neither counsel referred the Court to the relevant Jersey cases which are more in point. These latter cases establish the following principles:-

1. *La convention des parties fait la loi.*

2. The Court will enforce agreements provided "*elles ne contiennent rien de contraire aux lois et aux bonnes moeurs et qu'elles interviennent entre personnes capables de contracter.* - Wallis v. Taylor (1965) J.J. p.455.

3. The Court may not imply a term in a contract that is contradictory to the express terms of an agreement; even the implication of reasonable terms is beyond sound authority. Sibley (née Pavey) v. Berry (née du Feu) (7th July, 1987) Jersey Unreported. C of A.

4. The Court may set aside a contract on the grounds of public policy but must have high regard to the sanctity of contracts. Basden Hotels Ltd. v. Dormy Hotels Ltd., (1968) J.J. 911.

5. Words in an agreement are to be given their plain natural meaning in the context of a document as a whole and the evidence of one of the parties of a contrary intention is not admissible. Le Ruez v. Le Ruez (1980) J.J. 229.

Should the well established principles enumerated above be modified in the light of the decision of Johnstone v. Bloomsbury

Health Authority (1991) 2 ALLER 293 relied on by the plaintiffs? The Court prefers the minority judgment of Leggatt LJ who held as a matter of Law that reliance on an express term could not make an employer in breach on an implied term. In any case the facts in Johnstone (the 100 hour a week junior doctor) were quite different. Unlike the case of Rigby v. Ferodo Limited (1987) 1 RLR 516, the Establishment Committee's decision to end the protected salaries in the circumstances of the HAY "award" was not a repudiatory breach of contract. Again CCSU v. The Minister of State for the Civil Service (1984) 3 All.ER relates to the power of the (English) courts to review the decision of a Minister. This point is not in issue in the instant case. The remaining relevant paragraphs of the letter from the Chief Executive Officer of the 28th March, 1988 should now be quoted.

"The Official Side considers that such a package could be composed as follows:

Existing Grades 1-10 inclusive

i) Grades 1,2,7,8,9, and 10

the new maximum salary for these grades, from 1 November 1987, will be based upon the median salary derived from the Remuneration Survey at the middle HAY score for the grade concerned.

ii) Grades 3,4,5, and 6

There will be no reduction in the current maxima for these grades. They will be increased by the annual increase in the Cost of Living index on 1 June 1988 and 1 June 1989 and, at the end of 1989, a further Remuneration Survey of the private sector will be carried out to ascertain whether a discrepancy still exists.

Grades 11 - 15 inclusive

These are the main professional and managerial grades and the rigidity inseparable from a system of grades covering a range of 17.5% in job size is in danger of bringing the HAY evaluation system into disrepute. The Official Side therefore proposes that grades 11-15 be replaced by 25 spinal column points, each covering a small range of HAY points and each having a specific maximum salary attached to it. Incremental points will be established below each maximum salary point.

Grades AIII - AI inclusive

These are the top professional and managerial grades and suffer from the same rigidity inseparable from a system of grades covering a wide range of job sizes as do grades 11 - 15. However, instead of grades based upon spinal column points, the A grades will be replaced by single salary points specific to the HAY point scores for the jobs concerned. The Civil Service Joint Council Agreement which provides that the maximum salary of grade 15, will be replaced by a provision that the salary at 1312 HAY points shall be 45% above the maximum salary for spinal column point No.1.

The proposed new salary scales are set out in the tables in Annexe 1.

The proposed salaries for the A grades relate to the current evaluation results but the new salaries will be implemented on the basis of the results of the re-evaluation of the posts which will be completed within the next two to three weeks.

The salary adjustments indicated for grades 11 - 15 and the A grades are substantial, and they may be widely regarded by the public as excessive. The Committee is also conscious of the accusation frequently levelled against it, that it is in the lead of the increases of local salary levels beyond the Jersey Cost of Living index. The Committee therefore considers that it would be reasonable that, if the salary adjustments indicated for those above grade 10 are implemented in full, the arrangements proposed for the annual increases for grades 3,4,5 and 6 should be extended to cover the whole Service. This would have the obvious advantage that all members of the Service would be treated alike during this period. Moreover, if as the result of a further Remuneration Survey, further adjustments to the Public Service pay line were necessary from 1 January 1990, then it could be clearly demonstrated that this was the result of the private sector having failed to follow the target set by the public sector for pay increases.

1. *Acceptance by Staff Side that identifiable working practices and agreements which confer on public sector employees advantages or benefits not generally enjoyed by employees in the private sector should in principle be eliminated, though the employers recognise that in some cases a reduction in level or a phasing out will be more appropriate than immediate elimination. In particular the Official Side will look for :-*

a) an adjustment of shift payments by reduction to 10% of basic salary for rotating shift and 5% of basic salary for alternating shifts covering the period 6 a.m. to 10 p.m., seven days per week, appropriate rates being negotiated for alternating shift patterns spanning less than 16 hours and those not covering 7 days per week,

b) that standby rate be reduced to 10% of basic salary,

c) that no overtime be paid to officers in Grade 11 and above,

d) the abrogation of the Joint Council Agreement on advertising vacancies with a corresponding agreement on a committment to discuss the question of appointments, promotions and training transfers once proper appraisal systems are operated in all departments.

2. a recognition that the cost of any future increase in fringe benefits should be within the value of total package,

3. recognition that the agreement does not apply to Air Traffic Control Officers whose pay will need to be negotiated separately."

The Court does not feel able to accept the submission of the plaintiffs that upon a proper reading of these paragraphs the protected posts were to be maintained. The Establishment Committee had a duty to consider these posts in the context of the HAY recommendations and the way in which the Committee intended to implement them. The main argument of the plaintiffs based on the CCSU case is that they had a reasonable expectation of being consulted before the Establishment Committee withdrew their protected status. The removal of the protected status in the view of the Court was part of an overall pay agreement and it is clear that even if the Establishment Committee had consulted the plaintiffs and the latter had disagreed with the proposals, as they now do, the Establishment Committee would have maintained its decision. The House of Lords in the CCSU case also reiterated the three heads which govern judicial review of administrative action, they are:-

1. Illegality where the decision making authority has been guilty of an error of law, e.g. by purporting to excercise a power it does not possess.

2. Irrationality where the decision making authority has acted so unreasonably that no reasonable authority would have made the decision.

3. Procedural impropriety where the decision making authority has failed in its duty to act fairly.

These principles were considered by the Royal Court in its judgment in the J.N.W.W. -v- Rate Assessment Committees (16th June, 1994) Jersey Unreported. They correspond to those enumerated in Safe-guard Business Systems (C.I.) Limited trading as B. H. Rowland v. The Finance and Economics Committee (1981) JJ at pages 172 to 173 although expressed in slightly different terms. There the corresponding principle is that laid down by the Court in Le Masurier v. The Natural Beauties Committee (1958) 13 CR 139. It is ***"were the proceedings of the Committee in relation to the application a rejection of which gives rise to the present appeal in general sufficient and satisfactory".***

It can only be on ground 3 or the Le Masurier principle that the plaintiffs might succeed.

The Court finds that the Establishment Committee did not act unfairly, nor were the proceedings of the Committee, in general, insufficient or unsatisfactory. Indeed the Court was told by Mr. Robbins that had the Committee not withdrawn the protected status then those still in that category would have received a double benefit. In the view of the Court that cannot have been contemplated. Moreover, the Establishment Committee could not bind itself and its successors for ever. See Ayr Harbour Trustees v. Oswald 1883 VIII A.C. 623. Applying the principles of Judicial Review which the Court has outlined, it finds:-

1. The express power of the Establishment Committee to alter contracts with its employee civil servants is not limited as to notice of prior intention nor that such a power will not be exercised except after negotiations.

2. The wording of the express power is clear and the Court will not imply other terms except that it must be exercised reasonably and not capriciously.

3. Such a power is not contrary to law.

4. Having re-structured the posts and salaries of the civil service it was not contrary to public policy to remove the protected salaries of those civil servants who remained in that group.

5. Evidence as to the intention of the plaintiffs either in person or acting through the Civil Service Joint Council is inadmissible.

6. The Establishment Committee acted reasonably in terminating the protected salaries.

Both plaintiffs therefore fail in their actions.

Authorities

Civil Service (Jersey) Law, 1948.

Civil Service (Jersey) Law, 1953.

Transfer of Functions (Establishment Committee) (Jersey) Act, 1963.

Civil Service Administration (Negotiation and Arbitration) (Jersey) Rules, 1959.

Civil Service Administration (Negotiation and Arbitration) (Jersey) Rules, 1983.

Civil Service Administration (General)(Jersey) Rules, 1949.

Terms of Employment (Jersey) Regulations, 1992.

4 Halsbury 16 (reissue-1992): paras. 1 to 5, 19 to 26, 44 & 52 to 56.

4 Halsbury 8 (1974): paras. 1300 to 1303.

4 Halsbury 1 (1) (reissue-1989): paras. 163 to 165.

Chitty on Contract (26th Ed'n - 1989): volume 1 para. 901 to 928; volume 2 paras. 3851 to 3893, 3914 to 3932, 3953, 3984 to 3987 & 3994 to 3997.

Rideout "Principles of Labour Law" (5th Ed'n - 1989) pages 61 to 68, 91 to 96 & 284 to 287.

Bailey, Cross & Garner "Cases and Materials in Administrative Law" (1977): pp. 264 to 266 & 526 to 527.

R.S.C. (1995 Ed'n) Order 15, r.16 and commentary & pages 853 to 859.

Harvey on Industrial Relations and Employment Law (Issue 96, Sept. 1993) paras. 251 to 375 & 442 to 550.

Smith & Wood "Indutrial Law" (4th Ed'n - 1989): pp. 131 to 132 & 144 to 159.

R. -v- Civil Service Appeal Board, *ex parte* Bruce (1988) 3 All ER 686.

Doyle & others -v- Northumbria Probation Committee (1991) 4 All ER 294.

R. -v- Lord Chancellor's Department, *ex parte* Nangle (1992) 1 All ER 897.

National Coal Board -v- Galley (1958) 1 All ER 91.

Ford Motor Co. Ltd. -v- Amalgamated Union of Engineering & Foundry Workers & others (1969) 2 All ER 481 (QBD).

Morris -v- C H Bailey Ltd. (1969) 2 Lloyd's Rep. 215.

Joel & another -v- Cammell Laird (Ship Repairers) Ltd (1969) 4 ITR 206.

Nelson & Woolett -v- The Post Office (1978) 1 RLR 548.

Land & Milson -v- West Yorks MCC (1979) ICR 452.

Sagar -v- H. Ridehalgh & Son Ltd (1931) 1 Ch 310.

Howman & Son -v- Blyth (1983) ICR 416.

Duke -v- Reliance Systems (1982) 1 RLR 347.

Johnstone -v- Bloomsbury Health Authority (1991) 2 All ER 293.

Inland Revenue Commissioners -v- National Federation of Self-Employed and Small Businesses Ltd. (1981) 2 All ER 93 (HL).

The Post Office -v- Roberts (1980) 1 RLR 347.

Woods -v- WM Car Services (Peterborough) Ltd (1981) ICR 666 (EAT).

Woods -v- WM Car Services (Peterborough) Ltd (1982) ICR 693 (CA).

Bliss -v- SE Thames RHA (1987) ICR 700, (1985) 1 RLR 308.

Imperial Group Pension Trust Ltd & others -v- Imperial Tobacco Ltd & others (1991) 1 RLR 66.

Barnard & others -v- National Labour Dock Board and another (1953) 1 All ER 1113.

Attorney General -v- Giggles Limited (1985-86) JLR 179.

Craven -v- Island Development Committee (1970) JJ 1425.

Rigby -v- Ferodo Ltd (1987) 1 RLR 516.

Council of Civil Service Unions & others -v- Minister for the Civil Service (1984) (HL) 3 All ER 935.

Wallis -v- Taylor (1965) JJ 455.

Sibley -v- Berry (7th July 1987) Jersey Unreported C. of A.

Basden Hotels Ltd -v- Dormy Hotels Ltd (1968) JJ 911.

Le Ruez -v- Le Ruez (1980) JJ 229.

JNWW -v- Rate Assessment Committees (16th June 1994) Jersey Unreported.

Safeguard Business Systems trading as B.H. Rowland -v- Finance & Economics Committee (1981) JJ @ 172.

Ayr Harbour Trustees -v- Oswald (1883) VIII A.C. 623.

Birkdale District Electric Supply Company Ltd -v- Southport Corporation (1926) A.C. 355.

Rank Xerox -v- Churchill (1988) 1 RLR 380 EAT.

McLory & others -v- Post office (1992) 1 CR 758.

Cadoux -v- Central Regional Council (1986) 1 RLR 132.

Gascol Conversions -v- Mercer (1974) 1 CR 420.

White -v- Reflecting Road Studs Ltd (1991) 1 CR 733.