Neutral Citation No. (2002) NICh 3

Franchise agreements – post termination restraints – validity – reasonableness of period and area of restraints – impact of community law – Competition Act 1998

Judgment: approved by the Court for handing down
(subject to editorial corrections)

Ref:	GIRC3566
Delivered:	14.01.2002

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND

CHANCERY DIVISION

2001 No 2268

BETWEEN

VENDO PLC

Plaintiff;

and

MERVYN ADAMS

Defendant.

GIRVAN J

JUDGMENT

INTRODUCTION

In the amended Writ of Summons in this action brought by Vendo Plc ("Vendo") against Mervyn Adams ("the defendant") Vendo seeks an injunction effectively to prevent the defendant from engaging in any business in competition with Vendo in two geographical areas and from soliciting or canvassing or dealing with or endeavouring to entice away from the plaintiff any customers. It also claims damages for loss suffered by Vendo in relation to alleged breaches of agreements dated 10 November 1995 and 29 September

2000. These two agreements constituted so called franchise agreements containing competition restrictions on the defendant in the event of their termination. The parties agreed that the question of Vendo's entitlement , if any, to injunctive relief should be determined at this stage of the proceedings with the issue of damages, should it arise, being dealt with at a later date.

Mr Lavery QC appeared with Mr Mulqueen on behalf of Vendo. Mr Orr QC appeared with Mr Drennan on behalf of the defendant.

THE VENDO SYSTEM

Vendo originally provided a truck washing service to large commercial vehicle fleet operators employing staff directly to do that work. In the late 1980s it decided to move from the direct provision of such services to the operation of a franchise business. As a franchisor it enters into franchise agreements with franchisees who take on responsibility for the provision of the vehicle washing services in specified geographical areas. Vendo provides centralised functions in relation to the franchise network including the identification of customers, the building up of a database identifying customers and potential customers, marketing, advertising and the provision of a centralised system of accountancy, together with the provision of materials such as detergents and assistance with the acquisition of cleaning equipment and vehicles. The franchisor provides franchisees with training, technical and quality control manuals.

The company built up a very extensive network of franchises throughout Great Britain each franchisee operating within a specified territory and each franchisee entering into a standard form franchise agreement.

Vendo decided to extend its franchise operation to Northern Ireland and after advertising in the local press it identified and recruited a Mr Johnston as the first franchisee. He spent time at Vendo's headquarters in Wembley receiving training and Vendo provided him with assistance in Northern Ireland in setting up the franchise. Mr Johnston entered into a franchise agreement on 10 November 1995 ("the Lisburn franchise agreement") in relation to an extensive geographical area around Lisburn and beyond being located in postal code areas BT14 and 15, BT17, BT25–29, BT36 and 38 and BT60–71. He paid Vendo the sum of £11,500 for the franchise. Vendo provided him with a database of potential customers with addresses and contact numbers identified by Vendo after researches carried out by it. The number of potential customers was some 500.

Customers are obtained through Vendo's head office which does the negotiations with the customers and sends out confirmatory correspondence. The franchisee would then be asked to contact the customer. Vendo uses a standard rate of charging for the cleaning services. Each week the franchisee makes a return of information by letter or fax to Vendo's head office which then invoices the customers. The customers make payment to "PVC Vendo". Although this is a trade name the invoice identifies the relevant franchisee and the franchisee receives all the funds he has generated less Vendo's administration fees. Vendo pays the franchisee on the basis of sums invoiced even if not yet received from customers and thus bears the risk of bad debt. Vendo's deductions amount in total to 20% of the franchisee's generated income. Materials are ordered from Vendo and invoiced to the franchisee who receives two months credit. Alternatively the cost may by agreement be deducted from payments made to the franchisee. The franchisee is tied to the franchisor for the materials and thus Vendo can generate further profit from the franchisee from the materials supplied.

THE FRANCHISE AGREEMENTS

In consideration of the payment of the initial franchise fee of £11,500, the accountancy services fees and management services fees and subject to the obligations on the part of the franchisee set out in the agreement the franchisor granted the franchisee the right to use Vendo's services trademark, trade name, copyright and designs and the right to carry on the franchise business within the specified territory for the term of five years in accordance with Vendo's "method" as defined in the agreement. The franchisee had a right of renewal. Under the agreement the franchisor undertook various obligations set out in clauses 6 and 7. These included a guarantee that the franchisee would have a minimum take of £100 per week during the first 3 months, an obligation on the part of the franchisor to assist the franchisee with the business launch by telephoning and/or visiting 500 or so prospective customers on behalf of the franchisee and an obligation as far as possible to negotiate and obtain from suppliers at competitive rates appropriate supplies.

Clause 8 set out the obligations of the franchisee. Clause 11 set out the provisions relating to termination.

The relevant provisions which have arisen in the context of the present application are to be found in clause 11 relating to the consequences of termination. On the expiry or other termination of the agreement the franchisee undertook to immediately cease carrying on the business, to procure the transfer of the telephone numbers of the business to such person as the franchisor directed or to discontinue use of such telephone numbers should the franchisor so direct, to destroy all stationary used in the business, to return all publicity promotion and advertising material and to return all originals and copies of all documents and information in any form containing or covering in any way part of the intellectual property. Clause 11.3 provided:

> "11.3.1 For a period of 18 months after expiry or termination of this agreement howsoever caused the franchisee covenants and undertakes not to engage directly or indirectly in any capacity in any business venture in competition with the business or likely to damage the goodwill of the business in the territory.
>
> 11.3.2 For the period of 18 months after expiry or termination of this agreement howsoever caused the franchisee covenants and undertakes not to solicit canvas or deal with or endeavour to entice away from the business or the franchisor any current customers or customers who have been customers of the business within 2 years of the date of the

expiry or termination of this agreement.

11.3.3 For a period of 9 months after the expiry or termination of this agreement howsoever caused the franchisee undertakes not to employ any employees who were employed in the business by the franchisee or by the franchisor or any other representative of the franchisor at the date of the expiry or termination of this agreement."

Under clause 3.6 of the agreement the franchise was to expire on 10 November 2000.

From 20 July 2000 onwards for a period the defendant appeared to indicate a desire to renew the franchise agreement for the Lisburn area for a further five years. As it turned out there was no renewal effected and in consequence the franchise in respect of the Lisburn area came to an end having run its course and not having been renewed.

The Lisburn agreement was assigned to the defendant on 21 April 1997 and it is not in dispute that as a result of the assignment of the franchise agreement the defendant became bound by the terms of the franchise agreement including the provisions of clause 11.

The defendant entered into a franchise agreement in respect of the Belfast area being the area being defined by postcode districts BT1-13, BT16, BT18-24, BT30-31 and BT33-35. This agreement was entered into on 29 September 2000. That agreement was subject to the same terms and conditions as applied in relation to the Lisburn franchise. The initial franchise fee in the case of the Belfast agreement was £9,500.

On 10 April 2001 the defendant's legal representatives wrote a letter setting out a number of alleged complaints in relation to the franchise agreements for example that the franchisor was charging excessive prices for the detergents provided on foot of the arrangements and that parts and equipment were being priced by the franchisor at a price considerably above what would have been available in the open market in Northern Ireland. The defendant seeks to rely on the various complaints set out in the letter of 10 April 2001 representing grounds establishing that the plaintiff had repudiated the agreements and the defendant initially sought to argue that as a consequence the defendant was entitled to treat himself as no longer bound by the terms of the franchise agreements including the restraintive trade provisions.

For the purposes of the present proceedings the parties have agreed that the Belfast agreement should be treated as terminated as from 10 April 2001. It is further agreed that if the restraint of trade provisions are reasonable the defendant will abide by the restrictions for the 18 months from 10 April 2001 in relation to the Belfast territory. In the case of the Lisburn agreement the 18 months would run from the date upon which the Lisburn branch's agreement came to an end by effluxion of time.

THE VALIDITY OF THE RELEVANT PROVISIONS

When this matter initially came before the court on an application for an interlocutory injunction in respect of the Lisburn area the court declined to grant an injunction to the plaintiff for the reasons set out in the judgment of the court in which it was indicated that the question whether the appearance of restraint was excessive was a question of mixed fact and law and that at that stage the balance of convenience did not favour the granting of an interlocutory injunction on the basis that the defendant kept a full and accurate account of all income received and outgoings spent in the period between the interlocutory hearing and the trial of the action and provided the defendant gave full discovery to the plaintiff on request of all documents and details relating to his income and outgoings in respect of the business, that discovery obligation applying from the date upon which the franchise agreement expired to date and on a continuing basis until trial.

On the hearing of the present application Mr Lavery QC on behalf of Vendo argued that Vendo's operation constitutes a specialist business in the transport sector commanding a substantial reputation. It is the only truck cleaning company which operates on a nationwide basis through a national network of franchises. A restrictive covenant in a franchise agreement is closer to a restrictive covenant affecting the sale of property and goodwill than to an agreement between employer and employee. Any covenant contained in such a franchise agreement needs to satisfy a far less stringent test of reasonableness than is required in an employer/employee case. There is potential for the franchisee to take unfair advantage of the considerable involvement made by the franchisor by way of training providing equipment and product, marketing, funding, accounting facilities and access to a very significant customer base. The franchisor cannot realistically re-let the franchise to a successor while the defendant is trading competitively. The defendant with his knowledge of the plaintiff's pricing structure and client base would allow him to undercut an incoming franchisee and take advantage of his personal contact and relationship with previous customers. Failure to be able to enforce a reasonable restrictive clause would effectively make the running of any franchise business impossible as franchisees could simply withdraw and not renew their agreement and the defendant would not be able to find a franchisee to come in and take over. The goodwill, which is that of the franchisor built up in the relevant territory, is a potentially valuable asset in the hands of the franchisee so long as he is there he can benefit from it but it must be returned to the plaintiff at the end of the franchise. By operating a competitive business in the territory, Mr Lavery further contended that while courts have been willing to uphold non-solicitation clauses such a clause on its own would be impossible to police thus the plaintiff could not rely on the non-solicitation clause standing alone.

Mr Orr QC on behalf of the defendant contended that the 18 month period contained in the relevant clauses was too long a period for a restraint imposed on an outgoing franchisee. He referred in particular to Commission Regulation (EEC) No 4087-88 which introduced a block exemption for franchising agreements under the former Article 85 and now Article 81 of the EEC treaty and which appeared to indicate that the maximum reasonable period for a restraint in respect of an outgoing franchisee would be 12 months. A franchisee may be held to that obligation after termination of the agreement for a reasonable period which would not exceed 12 months in the territory where he has operated as a franchisee. He referred to the recommendations contained in the Encyclopaedia of Forms and Precedents in respect of standard form franchise agreements suggesting that 12 months would be the appropriate maximum period for restraint having regard to the European Regulations. He contended that the period of restraint (18 months) was disproportionately long having regard to the length of the franchise agreements (5 years initially) and he pointed to the fact that the premiums paid for the franchise agreements were small. He pointed to the undisputed averment in paragraph 7 of the defendant's affidavit of 11 September 2001:

> "I do not have any written or oral contracts with my customers nor did I have so when I traded at PVC Vendo (Lisburn). I carry out the works on the customers vehicles on a regular basis, which period varies from customer to customer, who are then invoiced by myself, and previously the plaintiff, in respect of each piece of work carried out. There is nothing to prevent a customer deciding that he no longer requires my service or taking up the service of a competitor."

THE AUTHORITIES

Before turning to consider the particular position of restraints and franchise agreements it is to be noted that the law has adopted a somewhat different attitude to restraints contained in contracts between vendor and purchasers of businesses and goodwill on the one hand and contracts between employers and employees on the other. Leading authorities in this field are Nordenfelt v Maxim Nordenfelt Guns & Ammunition Co Ltd [1894] AC 535, Herbert Morris v Saxelby [1916] 1 AC 688 and Deacons v Bridges [1984] 2 All ER 19. These authorities establish that the courts are more willing to uphold and enforce restraints in contracts relating to the sale of a business with a covenant on the part of the vendor against competition as a purchaser would otherwise not get what he has contracted to buy. In the case of employment contracts a restraint is an embargo on the energy, activities and labour of a citizen and the public interest coincides with his own in preventing him on the one hand from being deprived of the opportunity of earning his living and in preventing the public on the other of being deprived of the work and services of a useful member of society.

There is a limited number of decided cases relating to restraints of trade provisions in franchise agreements. The first reported case on which the issue arose is Budget Rent a Car v Marmos Slough Ltd [1977] Sol. Jo. In that case the plaintiffs operated a worldwide car hire franchise business through local companies who provided the capital, premises and cars and paid the plaintiffs 10% of the gross takings and £400 for advertising, instructions and other services. There was a restraint provision precluding the defendant from engaging in such a business for 180 days after termination. Refusing an interlocutory injunction Lord Denning MR said that a franchise agreement was very different from an agreement by the owner of a business. The Court of Appeal held that there was a serious question to be tried and the balance of convenience was against the granting of an interlocutory injunction.

In Prontoprint Plc v London Litho Ltd [1987] FSR 315 the plaintiffs operated a franchise system in connection with a well known trademark Prontoprint which provided a facility for high speed printing and copying. After termination there was a restraint for 3 years within a radius of ½ mile of the relevant premises and within a radius of 3 miles from any premises in the UK in which the services or anything similar thereto was carried on by any other licensee. The court concluded that the restriction was over a very small area, leaving the defendants free to operate in what was a large trading area in a number of other centres adjacent to the area where the defendant operated the franchise. No point was taken about the question of the period of time in that case. In the context of that franchise agreement Whitford J concluded that while the circumstances of the case differed from those involving the sale of property which were closer to that situation than to the situation as between an employer and an ex-employee.

In Kall-Kwik Printing (UK) Ltd v Rush [1996] FSR 114 the plaintiff operated a franchise system for printing and copying services under which the plaintiff gave training and assistance to the franchisees and licensed them to the use the name Kall-Kwik. The defendant was the plaintiff's franchisee of premises in Southend-on-Sea under a 1983 franchise agreement. In 1995 the plaintiff discovered the defendant had set up a parallel business in competition under the name Print Centre and was actively diverting customers from the franchise business to the parallel business. The defendant having realised that the plaintiff had discovered what was going on terminated the agreement and closed the franchised premises without giving the required six months notice. The plaintiff sought to rely on a restraint of trade provision which prevented the defendant from competing for two years within a 10 mile radius of the site of the franchise premises. The defendant argued that the period and the area of the restraint was too wide. Judge Cooke sitting as a Judge of the Chancery Division observed that one way of looking at a franchise agreement was that it was form of lease of goodwill for a term of years with an obligation as it were to re-transfer the goodwill to the franchise or at the end of the term. To that extent the obligation was more akin to a goodwill case than to an employer-employee case. The court held that the plaintiff's business was the business of granting franchises. The interest to be protected was the interest in respect of that particular franchise business against unfair competition. The court considered two years was not an unreasonable period in which to allow a new franchisee in effect a clear run to provide the necessary and appropriate break from the previous activity. In that case the franchise also contained a covenant on the part of the franchisee not to interfere with, solicit or entice any of the customers or former customers of the business with the intent that they or any of them cease to patronise the business of the franchisor or direct their customers elsewhere. In relation to that covenant the court expressed the view that that was a covenant which left on its own as a method of protecting the plaintiff's interest ran into real practical problems. To police that in any real sense except by purely incidental discovery seemed to the court to be virtually impossible. The judge could see why other methods of restraint were needed.

In an earlier case of Kall-Kwik Printing (UK) Limited v Bell (1994) FSR 684 the relevant restraint was for the period of eighteen months and the area of restraint was a 1,700 metre radius of the relevant franchise premises. Harman J in an interlocutory application held the restraint valid.

In Dyno-Rod Plc v Reeve (1998) FSR 148 the plaintiff ran a drainage service business organised on a franchise basis the first defendant was a franchisee. The plaintiff discovered that he and his wife had been covertly operating a parallel business in breach of a restrictive covenant in the franchise agreement. There was a restraint covenant providing that for one year following termination the defendant should not have any involvement in any business in competition or conflict with the plaintiff's business within the former franchise territory. Neuberger J accepted the analysis in Kall-Kwik Printing (UK) Limited v Rushe (1998) FSR 114 that a franchise agreement could best be seen as a lease of the franchisor's good will and was closer to the vendor-purchaser type of case than to the employer-employee type. Any covenant in it needed to satisfy a far less stringent test of reasonableness than was required in an employer-employee case. In that case the period an area of restraint was considered to be reasonable.

THE EUROPEAN AND COMPETITION ACT DIMENSIONS

Since Mr Orr called in aid the provisions of Commission Regulation (EEC) No 4087-88 of 13 November 1998 it is necessary to consider the context of the Regulations and their current status. It is also necessary to consider the impact of the Competition Act 1998.

In Pronuptia de Paris GmbH v Pronuptia de Paris Mirgard Schillgalis (1986) CMLR 414 the European Court of Justice had to rule on questions of community law effecting franchise agreements. The opinion of Advocate General Van Themaat provides an illuminating insight into the nature, history and development of franchising arrangements. The court heard a system of franchise agreements relating to the distribution of goods which allowed the franchisor to derive financial benefit from a set of business methods and a reputation of business name does not of itself interfere with competition. The compatibility of such a franchise agreement with Article 85(1) of the Treaty (now renumbered Article 81) could not be assessed in the abstract but depended on the provisions contained within the agreement in its overall context. The court stated:

> "The franchisor must be able to communicate his know-how to the franchisees and provide them with the necessary assistance in order to enable them to apply his methods, without running the risk that that know-how and assistance might benefit competitors even indirectly. It follows that provisions which are essential in order to avoid that risk do not constitute restrictions and competition for the purposes of Article 85(1). That is also true of a clause prohibiting the franchisee during the period of validity of the contract and for a reasonable period after the expiry, from

> opening a shop of the same or of similar nature in an area where he may compete with a member of the network."

The court thus ruled that reasonable restraints are perfectly legitimate and not of themselves anti-competitive for the purposes of Article 81.

The Pronuptia decision on Article 81 is not directly relevant in the present case because Article 81 is dealing with matters affecting inter-state trade. The impugned provisions must have an "influence direct or indirect actual or potential on the pattern of trade between Member States such as might prejudice the aim of a single market in all the Member States" (Remie v Commission Case 42-84). The impact of the Vendo franchising set up on inter-state trade must be minimal. The only aspect of the plaintiff's business which may effect inter-state trade is its requirement that franchisees acquire materials through Vendo. However a criterion for the application of Article 81(1) is that the agreement must have an "appreciable" effect on competition (see Buguelin Import v GL Import Export (1971) ECR 949). The Commission considers that agreements between small and medium sized undertakings are rarely capable of appreciably affecting trade between Member States or of appreciably restricting competition within the meaning of Article 81(1). Small and medium sized undertakings are defined as undertakings with a turnover of up to £27m and 250 employees. Vendo's turnover is such that it is well within that category. It follows that Article 81 is not engaged in this case. Regulation 4087-88 was a block exemption applied to franchise agreements falling within Article 81 and specified restrictions which may not be included in franchise agreements if these are to benefit from the block exemption granted by the Regulation. Under Article 1 it was declared that Article 85(1) (now Article 81) of the Treaty should not apply to franchise agreements to which two undertakings are parties including one or more of the restrictions listed in Article 2. Article 3 also provides that Article 1 applies notwithstanding the presence of an obligation not to engage directly or indirectly in any similar business in a territory where it would be in competition with a member of the franchised network including the franchisor for a reasonable period which may not exceed one year in the territory where he has exploited the franchise. That Regulation was due to expire on 31 December 1991. The current EU Regulation is Commission Regulation 2790-1999. It covers "vertical agreements" as defined by Article 2 thereof and this would include a franchise agreement. It contained similar provisions in relation to the post-termination restraints permissible in relation to vertical agreement. It continued the provisions of Regulation 4087-88 until 31 May 2000.

It is not necessary to expatiate on these community provisions since the relevant franchise agreements do not infringe Article 81 and thus no question of any need for exemption under a block exemption arises.

Mr Orr QC relied on the provisions in the Regulations as showing that if a maximum period of twelve months is appropriate in relation to franchises falling within the block exemptions then twelve months is the maximum reasonable period in other similar agreements not falling strictly within the exemption or Article 81. However what is deemed to be reasonable in an agreement potentially falling within Article 81 because it has the undesirable potential to affect inter-state trade is not determinative of what is reasonable in a contract which has no impact on inter-state trade. That falls to be determined in the application of ordinary domestic law principles.

Nor does the Competition Act 1998 assist the defendant in this regard. Section 2 applies in the domestic context provisions similar to Article 81 of the Treaty. Section 60(1) provides that the purpose of that section is to ensure that so far as is possible, having regard to any relevant differences between the provisions concerned, questions arising under Part I (including section 2) in relation to competition within the United Kingdom are dealt with in a manner which is consistent with the treatment of corresponding questions arising in community law in relation to competition within the Community. Section 60(2) provides that the court must act with a view to securing consistency between the principles applied to domestic and to community competition issues.

Even if the Vendo franchise network agreements taken together could be said to appreciably effect trade within the United Kingdom (which seems to be very doubtful in view of the turnover) there is a block exemption under the Competition Act, namely the Competition Act 1998 (Land and Vertical Agreements Exclusion) Order 2000 which provides that the Chapter 1 prohibitions in Part 1 of the 1998 Act do not apply to an agreement to the extent that it is a vertical agreement. A franchise agreement falls within the definition of a vertical agreement and in the result there is nothing in the Competition Act which impliedly imports into domestic law a twelve-month maximum on post-termination restraints in a franchise agreement.

DETERMINATION OF THE ISSUES

The reasonableness of the post-termination restraints contained in these franchise agreements must be viewed in the overall context of the agreements, the nature of the business and the nature of the relationship between the franchisor and the franchisee and regard must be had to both the duration and the area of the restraint. Clause 13.3.1 prohibits competition for 18 months in the defined territory. Clause 13.3.2 is more specific and prohibits for 18 months the soliciting of or dealing with customers or past customers of the business.

In each of the agreements the territory is an extensive area covering individually large economically active and populated areas in Northern Ireland. Within each territory there is a very large pool of potential customers (identified as concerns having three or more commercial vehicles). Under the agreements the franchisee is carrying on a vehicle washing business on a relatively small scale and he could not possibly serve the whole of the pool of potential customers within the area. Clearly the franchisor has a legitimate interest to protect and will want to be able to find a successor franchisee who will be able to run a commercially successful franchise business (thereby maximising the profit of the franchisor). The very extensive area covered by the defined territory in each case provides a sufficient pool for any incoming franchisee to run a prosperous franchise even with fair competition from a previous franchisee. This case differs from the case of a franchisee operating from a fixed set of premises set in a particular narrow location and serving a passing and fluctuating customer base localised in that area served by those premises. The franchisee in the present case has to travel round servicing a number of customers which by the nature of the business must be a limited number at any one time. To prevent the franchisee carrying on vehicle washing services within the franchised territory would deprive the defendant effectively of earning a livelihood in a field where he has acquired an expertise. In this connection this type of service franchise arrangement differs somewhat from franchise agreements relating to the supply of goods.

Even if one could divorce the question of the period of restraint from the area of the restraint the period of 18 months in my view goes beyond what is a reasonable period particularly if Clause 11.3.2 can be meaningfully enforced. The first question is how long the franchisor reasonably requires to be protected in order to be able to bring in a franchisee who will be able to utilise the goodwill of the franchise business to enable the franchisee to develop the franchise for the economic benefit of the franchisee and franchisor. Having regard to the nature of the business and the area to be protected in my view eighteen months would be excessive. Accordingly I do not consider that Clause 11.3.1 can be enforced by injunction.

Clause 11.3.2 gives rise to different issues. The existing customer base represents a valuable asset to Vendo and represents the core of the franchisor's goodwill to be passed on to an incoming successor franchisee. Vendo as the franchisor would have great difficulties in finding a willing franchisee prepared to take over a franchise when the outgoing franchisee is taking the existing customers with him or threatening to do so. The franchisor's goodwill would have little value to the incoming franchisee. A clause such as 11.3.2 represents a legitimate provision provided that the period of restraint is reasonable. Such a clause is also a meaningful and enforceable clause. Although Judge Cooke in Kall-Kwik v Rushe had doubts about the capacity of a plaintiff to enforce an non-solicitation clause, the covenant in that case did not include a restraint on *dealing* with existing or past customers. Here a breach of clause could be easily established in the case of the defendant dealing with a customer. In relation to the period of restraint it is necessary to bear in mind that it may take the plaintiff some months to find an incoming franchisee. Eighteen months does not appear to me to be an excessive or unreasonable period in all the circumstances nor is it unreasonable to extend the restraint to customers who have been customers within two years of the date of the expiry or termination of the agreement having regard to the nature of this business.

In the result I will grant an injunction to give effect to the provisions of clause 11.3.2. I will hear counsel on the question of costs.

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CHANCERY DIVISION

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Plaintiff;

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Defendant.

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