

8th July, 1987

Before the Deputy Bailiff, assisted by Jurats Myles and Orchard.

The representation of Beverley Joan Houquez.

Judgment

DEPUTY BAILIFF: Stand up Knight. Quite apart from the relations of the parties inter se (or between each other), there is the question of the position as between the defendant (Knight) and the Court. In the Act of the Court of the 27th February, 1987, I read: "Now this day, the defendant having appeared and having admitted and apologised to the Court for the said breaches of the said injunctions, upon hearing the plaintiff and the defendant through the intermediary of their advocates, and upon the defendant personally undertaking henceforth to abide by the terms of the said injunctions, the Court condemned the defendant to pay the costs of the representation on a full indemnity basis."

In other words, the Court did nothing further because of the personal undertaking which was given to the Court by Knight to abide by the terms of the injunctions. Therefore, even if there was any reason for regarding himself as encouraged by the plaintiff (Houquez), and I don't think he had a reason but if he had had one, he well knew still that he was bound by his undertaking to this Court unless he returned the Court to have it changed in any way. There is in this case a gross contempt of the Court itself and we cannot allow that to go unpunished. Therefore Knight, for your contempt of Court, you are sentenced to 15 days imprisonment.

For the future, we hope that when you have served your sentence, you will

voluntarily undergo supervision by a Probation Officer - we hope for a period of six months - but we cannot make an Order to that effect so it is a matter for you. However, let it be absolutely clear in your mind that the injunction prevents you from speaking a single word to Miss Houguez, even if you think you have been encouraged to do so, and that if you come back for a further breach you can expect a longer sentence than the one imposed today.

As far as Miss Houguez is concerned, the Court must state its strong disapproval of the failure to make full and frank disclosure of the incident in March. Her conduct has been in some ways very foolish, probably caused by weakness. There can be no excuse for any apparent encouragement. It is her duty also to obey the injunction and to speak not a word to Knight whatever the circumstances. However we are satisfied that the two letters of the 16th April and the 5th May, 1987, after the March incident, made the position absolutely clear to Knight and we note that all the incidents complained of in the representation occurred after the two letters, when Knight should have been in no doubt at all. Therefore, we order that the defendant will pay the plaintiff's costs on a full indemnity basis.