ENFORCEMENT OF FOREIGN JUDGMENTS IN ENGLAND

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Legal systems are generally limited territorially. However, over centuries, private international law has developed rules permitting judgments of one country to be recognised or enforced in other countries.

Whilst similar rules apply in all constituent parts of the United Kingdom, we deal below specifically with the rules for recognition and enforcement of judgments in England & Wales.

When does enforcement of a judgment become an issue?

A creditor who has a judgment from a foreign court may want to enforce the judgment in an English court. This may happen for example, where X has obtained judgment in France against a company registered in England, but the judgment remains unsatisfied and the debtor's assets are all located outside France. If there are assets in England, X will want to secure those assets towards satisfaction of the judgment. To do so, X would need to enforce the French judgment in England. Whilst as a matter of procedure, executing a judgment is the last stage in a dispute, it is crucial for a party to consider how and where it will recover any judgment from the other side before any legal proceedings are initiated. It is also commercially wise for parties to seek expert advice before signing a contract on which law will apply and if a dispute arises what courts will deal with the dispute.

In the case above, X should have considered whether it would have been more cost-effective, speedier and efficient to have brought proceedings in England, as opposed to France, given that the assets are located in England.

Procedure for registration of a foreign judgment

A foreign judgment is not automatically enforceable in England. Its registration is dependent on the English court being satisfied that particular conditions have been met.

The procedure for the registration of foreign judgments is that the judgment or certified copy, together with a translation into English of the original judgment if it is in a foreign language, is lodged with the High Court of Justice in England, together with an affidavit in support of the application for the judgment to be registered.

The application is made without notice (ex-parte) by lodging papers with the Master's Secretary's Department. The conditions of the applicable Act must be complied with (see 3.1 – 3.3 below). Assuming those conditions are met, an order will be given for the judgment to be registered. Notice is then given to the defendant that the judgment has been registered and that the defendant has 21 days in which to apply to set aside the registration. The Notice must be served personally on the defendant. If an application is made there will be a hearing before the Master in the Queen's Bench Division of the High Court.

It is important to keep in mind that the English rules of procedure apply when a party is seeking to enforce a foreign judgment.

How are foreign judgments enforced in England?

Foreign judgments may be enforced in the UK in one of three different ways, as follows: -

1. European Judgments - Judgments of foreign States signatories to the Judgments Regulation 2000 (which replaced the Brussels Convention on jurisdiction and the enforcement of judgments in civil and commercial matters of 1968 for all EU countries save for Denmark) and the Lugano Convention which applies to EFTA countries;
2. Judgments of Commonwealth States and States with which the UK has a bilateral Treaty; and
3. Judgments from courts of foreign States with which there is no treaty.

Once the judgment is registered, or declared enforceable, it is treated for the purposes of English law as equivalent to a High Court judgment.

Judgments of European Countries

Judgments of European countries can be registered by a fairly straightforward procedure. Notice of Registration is then served on the judgment debtor, who has the opportunity to apply to set aside the registration, but only on very limited grounds which are set out in Art. 27 of the Brussels Regulation.

The Civil Jurisdiction and Judgments Act 1982, as amended by the Civil Jurisdiction and Judgments Order 2001 (SI 2001 No. 3929) brings into effect in English law the treaties under which judgments of the signatory States of the relevant conventions will be enforced. The 10 States which joined the European Union on 1st May 2004 are parties to the Judgments Regulation.

Significantly, under the treaties not only final money judgments, but also injunctions, including interlocutory injunctions, will be enforced.

Under the Civil Jurisdiction and Judgments Act 1982 judgments of Courts of Member States of the EC may be registered by a procedure similar to that under the 1920 or 1933 Act. Article 31 of the Conventions States,

> "A judgment given in a Contracting State and enforceable in that State shall be enforced in another Contracting State when, on the application of any interested party, the order for its enforcement has been issued there."

Given that the Convention provides a uniform means of ascertaining jurisdiction, once time for applying to set aside registration has expired, the judgment can be enforced by the same means as an English judgment.

The Brussels Convention provides for the recognition and enforcement of a judgment from one Contracting State in other Contracting States.

Recognition of a foreign judgment given in a Contracting State *shall* be recognised in another Contracting State without any special procedure being required. The Convention expressly sets out circumstances in which the Court of a State in which recognition is sought *must not* be recognised.

These are set out in Article 27 of the Brussels Regulation as follows:

1. Recognition is contrary to public policy of the State in which recognition is sought.
2. Where the judgment was given in default of appearance, if the defendant was not duly served with the document which instituted the proceedings or an equivalent document in sufficient time to enable him to arrange for his defence.
3. If judgment is irreconcilable with a judgment given in a dispute between the same parties in the State in which recognition is sought.
4. If the Court of the State of origin, in order to arrive at its judgment, has decided a preliminary question concerning the status of legal capacity of natural persons, rights in property arising out of a matrimonial relationship, wills, succession in a way that conflicts with a rule of private international law in the State in which recognition is sought, unless the same result would have been reached by the application of the rules of private international law of the State.
5. If the judgment is irreconcilable with an earlier judgment given in a non-contracting State involving the same cause of action and between the same parties, provided that this latter judgment fulfils the conditions necessary for its recognition in the State addressed.[1]

The Convention provides that an application for enforcement may only be refused for one of the reasons specified in Art. 27 (see above) and Art. 28[2].

Judgments obtained in Commonwealth States or States with which the UK has a Bilateral Treaty

Under the Administration of Justice Act 1920 and subsequent legislation, judgments obtained in the Superior Courts in many parts of Her Majesty's Dominions outside the UK may be registered by a similar procedure to that applicable to European judgments.

This Act applies to various countries within the Commonwealth, such as New Zealand, Singapore and Zimbabwe. Under the Foreign Judgments (Reciprocal Enforcement) Act 1933, judgments obtained in the courts of specified foreign countries may also be registered in this country. The 1933 Act allows the judgments of higher courts in the countries with which the UK has entered into bilateral treaties to be enforced by registration. The States falling under this Act include Australia, Canada, Guernsey and India.

Registration of a judgment pursuant to the 1933 Act will be set aside if the court is satisfied:

1. The judgment is not a judgment to which the Act applies or was registered in contravention of the provisions of the Act; or

2. The courts of the Country of the original court had no jurisdiction (according to the English rules of private international law) in the circumstances of the case; or
3. The judgment debtor being the defendant in the proceedings in the original court did not, (notwithstanding that process may have been duly served on him in accordance with the law of the Country of the original court), receive notice of those proceedings in sufficient time to enable it to defend the proceedings and did not appear; or
4. The judgment was obtained by fraud; or
5. The enforcement of the judgment would be contrary to English public policy; or
6. The rights under the judgment are not vested in the person by whom the application for registration was made.

(see s.4 of the Foreign Judgments (Reciprocal Enforcement) Act 1933).

The judgment may be set aside if the registering court is satisfied that the matter in dispute in the proceedings in the Original Court had previously been the subject of a final and conclusive judgment by a court having jurisdiction in the matter.

Judgments obtained in the courts of a foreign State with which there is no treaty

Judgments of countries with whom there is no reciprocal enforcement treaty and which are not party to the Convention may be enforced by bringing an action on the judgment. There is, for example, no treaty between the United Kingdom and the United States of America.

The action to enforce the judgment is an action at common law. In contrast to the Brussels Convention, the common law rules are more restrictive.

The foreign judgment is the cause of action and an application can be made for summary judgment on the grounds that there is no defence to the action.

In order for a foreign judgment to be enforced the English courts must be satisfied that the foreign court had jurisdiction to render the judgment according to the English rules of private international law.

In a nutshell, the English courts' requirements for jurisdiction are that:-

1. The defendant in the enforcement proceedings in England was resident or, if a body corporate, had a place of business (or perhaps was present) in the country of the foreign court which gave judgment;
2. The defendant to the enforcement proceedings was the plaintiff or counterclaimed in the proceedings in the foreign court;
3. The defendant agreed to submit to the jurisdiction of the foreign court;The defendant submitted to the jurisdiction of the foreign court (by taking an active

step in the proceedings other than in relation to (i) property which had been seized or (ii) disputing the jurisdiction of the foreign court);

4. The foreign judgment is final and conclusive; The claim in the English proceedings is to enforce a judgment for a definite sum of money (this includes a final order for costs). This does not include taxes, fines or penalties (s1 (2) and s 11(1) of the Foreign Judgments (Reciprocal Enforcement) Act 1933);
5. The defendant was served with the process of the foreign court and judgment was not obtained by fraud or any cause of action which is contrary to the public policy of England.

In England, fraud is a ground for refusal of recognition or enforcement of a foreign judgment. This is different to the position in civil law countries, where fraud is not a reason for non-recognition. However, a foreign judgment may be refused recognition in civil law countries if it was procured by fraud on the grounds of public policy. The leading case on the foreign law enforcement judgment is *Jimmy Wayne Adams and others v. Cape Industries plc and Capasco Limited* [1990] 2 WLR 657. Steven Loble acted for the plaintiffs in that case which involved the common law enforcement of judgments obtained in Texas by 206 plaintiffs injured by asbestos. The judgments were obtained against the defendants in the United States District Court for the Eastern District of Texas Tyler Division and proceedings were brought in the High Court of Justice in London to enforce the judgments. The court declined to enforce the judgment for the following reasons:-

1. The defendants were not present in the country of the foreign court when the proceedings were commenced;
2. It would be contrary to natural justice/public policy to enforce the judgment on the grounds that there had been no proper judicial assessment of the damages.

The Court also found that the fact that the defendants, if they had been shown to be present in the United States, would have been present in Illinois and that the judgment was given in Texas would not prevent the judgment from being enforced. This was because the issue was before a Federal Court and a Federal Court is a court of the United States and not of the State in which it was sitting.

The appeal to the Court of Appeal was unsuccessful.

English Courts, will allow service out of the jurisdiction in certain circumstances. They would then expect foreign courts to enforce their judgments. The argument, based on reciprocity, is to the effect that English courts should enforce foreign judgments in analogous circumstances. This argument rests heavily on the doctrine of the comity of nations. This is an argument which perhaps should be made in an appropriate case in the House of Lords.

Enforcement of penal judgments

The English court will not entertain an action to enforce (either directly or indirectly) a penal or revenue law. This is essentially part of the conflict of law rule that penal laws will not be

enforced in an English court. The application of this rule to enforcement of foreign judgments by the English court has lead to confusing outcomes.

The foundation for this rule was explained by Lord Watson in *Huntington v. Attrill* [1893] AC 150,

> "The rule has its foundation in the well-recognised principle that crimes, including in that term all breaches of public law punishable by pecuniary mulct, or otherwise, at the instance of the State Government, or of some one representing the public, are local in this sense, that they are only cognizable and punishable in the country where they were committed."

In *USA v Inkley* [1988] 3 All ER 144, the US Government sought to enforce in England a default judgment obtained in Florida. In this case, a British subject, Mr Inkley, had been arrested in Florida on fraud charges and had been released on bail on the condition that he entered into an "appearance bond". He was given permission to leave the United States for 30 days but did not return. The United States obtained judgment in civil proceedings in the USA for the sum payable pursuant to the bond. A civil action was then commenced in England to enforce the American civil judgment. In England, the High Court gave judgment in favour of the United States but was reversed on appeal. The Court of Appeal held that notwithstanding the civil form of the enforcement proceedings, in substance the purpose of the civil action was the execution of the United States own penal laws. English courts therefore had no jurisdiction to hear the claim.

The English appeal court stated that:

> "... the whole purpose of the bond was to ensure, so far as it was possible, the presence of the executor of the bond to meet justice at the hands of the State in a criminal prosecution. The fact that the obligations under the bond were the subject matter of the declaratory judgment in a civil court does not affect, in our judgment, the basic characteristic of the right which that judgment itself enforced, namely the right of the State as the administrator of public law and justice to ensure the due observance of the criminal law or the exaction of pecuniary penalties if that course was frustrated. Notwithstanding its civil clothing, the purpose of the action initiated by the writ issued in this case was the due execution by the United State of America of a public law process aimed to ensure the attendance of persons accused of crime before the criminal courts." (*per* Purchas LJ, in *US v. Inkley* [1988] 3 WLR 302, at 312)

There would seem to be two questions at the back of the court's mind when dealing with an application to set aside the registration of the foreign judgment

1. Would its enforcement, directly or indirectly, involve the execution of the penal law of another State?
2. If so, then that right should not be enforced in England.

The enforcement of the civil judgment in *USA v Inkley* would not have forced Mr Inkley to return to the USA.

In "*The Law of Privilege*[3] the author refers in the Preface to a comment of Lord Steyn (a Law Lord – a judge of the highest appeal court in England and Wales) that "authors should more freely and trenchantly express criticism of precedents which they regard as wrongly decided".

Steven Loble acted for the United States of America in this case and is of the view that the case was wrongly decided.

In its judgment, the Court of Appeal stated,

> "Before parting with this matter we would like to draw attention to the fact that it is open to the parties in appropriate cases to ask for a court of three judges, notwithstanding that the appeal is one which under statute can be determined by two judges…. The present appeal, though technically an interlocutory appeal, raised legal questions of some international importance and nothing could be more final than the result at which the court has arrived. It was eminently a case which merited the attention of three judges."

The judgment of the Court of Appeal refers to the judgment of the Gatehouse J, which was being appealed, in the following terms,

> "After considering the authorities … and the standard text books… the judge came to the conclusion that the proceedings were civil proceedings and enforceable by action in the English courts, although he found the question a nicely balanced one."

The Court of Appeal concluded that "the general context and background against which the appearance bond was executed was criminal or penal".

Steven Loble considers that the context and background, whilst relevant, should not be determinative. If, as often happens, the bond had been provided by a third party, there would have been no question of the bond being of a criminal or penal nature. If the defendant had failed to appear, there would simply have been proceedings to collect a sum of money pursuant to the bond from the executor of the bond. In his opinion, the identity of the executor of the bond cannot be determinative of the nature of the bond.

There remains a real question as to whether a foreign civil judgment such as the one in *USA v Inkley*, should in fact be characterized by the English Court as "penal" in nature when it has no penal effect by itself.

Estoppel

An interesting question concerns whether a party who was successful in proceedings in a foreign State and awarded judgment for a sum of money, but considers it would have been awarded higher damages, in say England, is able to seek to issue fresh proceedings in England. That party would be estopped from doing so. The basis of this principle is that the English court recognises the validity of a foreign judgment in respect of a claim or cause of action as between the same parties. Similarly, if the party was unsuccessful in the foreign court and wanted to try again in England, the defendant would claim that the case is *res judicata*.

The doctrine of estoppel has important ramifications in globalised and transnational litigation.

From a public policy point of view, if a decision is decided in a foreign court, then it makes sense that it should not be generally reconsidered in the English court. However, what happens when the foreign court expresses its opinion on a matter which is not a crucial part of its reasoning process? This question was dealt with in *Desert Sun Loan Corp v Hill* [1996] 2 All ER 847, a controversial decision which, instead of clarifying matters has complicated them. In that case, Desert Sun Loan Corp, a US bank, had obtained judgments in Arizona against a limited partnership and against certain partners of the partnership including Hill. At the time the proceedings in the United States were issued, Hill lived in England and was no longer a partner. However, the attorneys in the United States for the partnership, accepted service of the US proceedings on behalf of Hill (on the basis that Hill had expressly authorized another partner, Mr G to instruct the US attorneys) as well as the partnership. Judgment was obtained against Hill who then applied to set aside the judgment on the basis that he had not authorised the US attorneys to accept service on his behalf. His application failed. Hill was a resident in England and the bank applied to enforce the judgment against him in England.

Whether or not Mr Hill had authorised Mr G to instruct the US attorneys to act on his behalf was a question of fact for the English court. The US Court found that Hill had done so. The Court had to then turn its mind to the question of issue estoppel in the English action – that is, that Hill could not reopen an issue of fact or law in England as the issue had been concluded in the foreign proceedings. This was a novel question: the court had to deal with whether there is "issue estoppel when the decision of the foreign court was interlocutory rather than final, whether the rights in question were procedural, not substantive" (per Evans J [1996] 2 All ER 847 at page 9).

The court decided that as the judgment of the US court rose out of an interlocutory or procedural ruling it was not "final" but provisional and therefore did not give rise to issue estoppel.

From a practical point of view, it is difficult to envisage a case where the English court would be willing to find that a decision by a foreign court on an interlocutory matter was "final" and "conclusive". Such an approach would effectively mean that the foreign court had the power to conclusively determine jurisdictional competence.

Ultimately, the matter went to trial and Desert Sun, represented by Steven Loble, was successful.

What can a defendant do to set aside a registered judgment?

There are a number of options available to a defendant wanting to set aside a foreign judgment against it which has been registered in England. Some matters the defendant should consider are:

1. Does the contract have a jurisdiction clause?
2. Did the foreign court have jurisdiction?
3. Are there any ways the defendant can prevent enforcement (e.g. was the defendant duly served)?
4. Was the judgment obtained by fraud?

It is important for defendants to get expert advice before taking any steps in England.

Key points for parties

- Enforcement of judgments can be complex where different countries and different systems are involved. It is crucial that parties obtain expert advice early to protect their position in the event of a dispute.
- The importance of parties preserving their positions is even more crucial now in an era of globalised and transnational litigation. Parties who do not maximise the use of foreign courts and laws do so at their peril.
- English law will look at the defendant's action in a non-contracting state when considering whether that foreign court was jurisdictionally competent. Defendants need to be very careful about what actions they take or refrain from taking and should seek advice before doing anything to ensure they do not unintentionally prejudice their position.
- Parties often include choice of law and choice of forum clauses in their contracts to give them certainty should a dispute arise. A party may consider that because there is a choice of forum clause in the contract that they have ensured litigation will take place in their preferred forum. This is not necessarily the case under of the Brussels Convention. It may well be that an arbitration agreement better suits the parties' interests. Additionally, even if litigation tasks place in the State referred to in the agreement, that litigation may simply lead to further litigation in another country if there are no assets in the jurisdiction to satisfy the judgment, and further proceedings have to be taken in another country to enforce the judgment.
- In our experience, enforcement is too often only considered after a foreign judgment has been obtained. Plaintiffs should carefully consider how the judgment sum will be satisfied before issuing proceedings and where the defendant's assets are located as this will save time and legal costs.
- It may be dangerous for a defendant to wait to be sued. A party who may ordinarily be the 'defendant' in proceedings in one country, can try to have the case dealt with in another country by bringing an action for a declaration or an anti-suit injunction. Whilst the English courts are reluctant to make negative declarations, this is a course of action a defendant may wish to consider and upon which he should obtain expert advice.

Hague Convention on the Enforcement of Choice of Court Agreements

The Hague Convention on the Choice of Court Agreements was concluded on 30th June 2005. Like the New York Convention on the Enforcement of Arbitral Awards 1958, it establishes rules for the enforcement of private party agreements regarding the forum for the resolution of disputes as well as rules for the enforcement of the decisions issued by the chosen forum. It has not yet been ratified by any State.

The Convention sets out the following basic rules:

1. The court chosen by the parties in an exclusive choice of court agreement has jurisdiction;
2. If an exclusive choice of court agreement exists, a court not chosen by the parties does not have jurisdiction, and must decline to hear the case;
3. A judgment resulting from jurisdiction exercised in accordance with an exclusive choice of court agreement must be recognised and enforced in the courts of other Contracting States (other countries that are parties to the Convention); and
4. A fourth optional provision allows States to declare that they will recognise and enforce judgments rendered by courts of other Contracting States designated in non-exclusive choice of court agreements.

If this does come into effect, it will allow for the recognition of judgments from exclusive choice of court agreements.

Judgments in Foreign Currency

If a judgment is for an amount in a foreign currency, the claim for enforcement can be in that foreign currency (Miliangos v George Frank (Textiles) Ltd [1976] A.C. 443). The foreign judgment will be registered in England in the foreign currency in which it was expressed or its sterling equivalent at the time of payment.

When it comes to enforcing the foreign judgment registered in England, the foreign currency needs to be converted into sterling based on the rate of exchange at the date of enforcement.

An alternative option: recovering monies due under foreign judgments through insolvency or bankruptcy

Enforcing a foreign judgment in England can be confusing because the basis and requirements for enforcement can be found in various legal sources (conventions, statutes, common law) depending on the State in which the judgment was obtained. To avoid wasting unnecessary costs and to ensure the enforcement process is done in accordance with the applicable law or to set aside the judgment it is important to get legal advice before entering into an agreement and issuing proceedings.

In England, an alternative way of recovering a foreign judgment sum against a losing party, in certain circumstances may be to serve a Statutory Demand on the losing party in England. Under the Insolvency Act 1986, a company is deemed under statute unable to pay its debts if it is served with a Statutory Demand and fails to pay its debts or challenge the Statutory Demand within 3 weeks of being served and an application to wind up the company can be made. The amount of alleged indebtedness must exceed £750. This option is a useful and powerful tool for foreign creditors.

Similarly, a foreign judgment against an individual debtor can be recovered by issuing bankruptcy proceedings against a debtor in London. The process is similar to that in relation to companies, with the first step being the service of a Statutory Demand on the individual.

Example

We were recently asked to advise in relation to enforcing a judgment obtained in a Brussels Regulation Country. Service had been effected and there was a nil return on the Hague Service form. The foreign court considered that service had been effected by serving the individual at his official address. However, service in this manner was not good service in England for the purposes of registering and enforcing the judgment. It was likely that if an application had been made to register the judgment, the debtor would have made an application to set aside the judgment pursuant to Art 27 of the Brussels Convention and would have been successful. We advised the client that bankruptcy was a speedier and less costly option open to the client than to register the judgment.

Knowing that the debtor had assets in the jurisdiction, we advised the creditor that the best option was for it to attempt to bankrupt the debtor, which we were successful in doing.

In matters involving transactions agreed and performed in different parts of the world, it is worth checking where a judgment would need to be enforced and what execution procedures are available with lawyers in the country in which the party is likely to have to enforce the judgment. Obtaining a judgment against a party which cannot be enforced either through the foreign court or in England renders the judgment meaningless.

A company may prefer to litigate in a particular State because it is based there. However, in cases in which the assets of the other party are located in a foreign state, it may be more effective to issue proceedings in that other State. The cost consequences of not doing so could be substantial, and there could be a significant delay in obtaining ultimate payment. Where a party has the negotiating power to obtain whatever jurisdiction clause it wants, it should consider having provision for jurisdiction in the courts of its own country, with the option to sue in any other courts which have jurisdiction (for example the courts of the country in which the defendant has its place of business[4]).

Summary

Jurisdiction and enforcement of foreign judgments is a three-dimensional puzzle.

When considering what jurisdiction to specify in a contract, regard should be had not just to the relative convenience of the parties, but also the likely obstacles to enforcement of any eventual judgment in the jurisdiction where the likely defendant is to be found or has his assets.

Thought should be given not just to registration or enforcement of judgments, but other means of obtaining payment, such as regulatory or insolvency proceedings.

Steven Loble

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[1] CPR 74.11.25

[2]Art. 28 of the Brussels Convention provides:

"Moreover, a judgment shall not be recognised if it conflicts with the provisions of Sections 3, 4 or 5 of Title II, or in a case provided for in Article 59. In its examination of the grounds of jurisdiction referred to in the foregoing paragraph, the court or authority applied to shall be bound by the findings of fact on which the court of the State of origin based its jurisdiction. Subject to the provisions of the first paragraph, the jurisdiction of the court of the State of origin may not be reviewed; the test of public policy referred to in point 1 of Article 27 may not be applied to the rules relating to jurisdiction."

[3] Bankim Thanki QC, Oxford 2006

[4] See, for example, Article 23 of the Brussels Regulation.

STEVEN LOBLE

Consultant, Dispute Resolution and Commercial Litigation

Steven has been in practice as a solicitor in London for 28 years.

Chambers' Global Directory 2012 states:

“Steven Loble offers a wide-ranging international dispute resolution practice. He speaks German, French and Italian, as well as *"offering extraordinary expertise in the intersection of US and UK law."* In addition, he is *"a hard-working and accessible individual, and as clients we are very happy with the results that he has achieved."”*

Steven is described in the 2010 edition of **Legal 500** as "*extremely knowledgeable and efficient."*

He has acted in over 50 reported cases and has wide experience of international and commercial litigation. He has been involved in a number of the leading cases on enforcing foreign judgments, obtaining evidence for foreign proceedings, privilege, interest rate swaps, legal costs, and financial disputes.

Many of Steven's clients are based outside the United Kingdom. With years of experience acting for foreign clients, he has substantial expertise in dealing with the issues which arise in cross-border litigation - choice of law, jurisdictional disputes, enforcement of judgments, obtaining evidence, dealing with questions of foreign law and sovereign immunity.

He frequently advises in relation to public and private international law and represents the government of a friendly foreign state in litigation in England on a regular basis.

Steven has expertise in the use of the latest technology, to manage cases with large numbers of documents both efficiently and cost-effectively.

Steven uses alternative dispute resolution where appropriate.

Recent work includes:

- advising Citigroup in obtaining vital evidence in England in connection with an $8 billion claim against it by Guy Hands' Terra Firma private equity group arising out its purchase of EMI music
- a case which clarified the rules on Part 36 offers to settle
- obtaining evidence in a number of cases brought against banks in the United States for facilitating terrorism by maintaining accounts for terrorist organisations
- advising a foreign regulator in relation to a case against an English company which is alleged to be in breach of the regulations of the foreign country
- acting for an investment bank in relation to the Lehman Brothers’ bankruptcy
- other credit-crunch related litigation.

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