Law Report Q2 | 2026

This report highlights key proposals introduced in the States Assembly, legislation that has been recently passed, and important decisions made by courts and tribunals in Q2 2026.

The law reports from 2025 can be found here.



This report is written by BCR Law Advocate Ashley Quenault.

Ashley is an Advocate of the Royal Court. He qualified in 2023 following several years as an English Solicitor. With a broad legal practice, he provides both contentious and non-contentious legal advice across a range of sectors.

Ashley offers practical, solutions-driven guidance on a wide variety of legal matters. He is dedicated to offering clear, strategic and commercially sound advice, ensuring his clients receive the best possible outcomes.

For more information about Ashley please click here.

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Legislation enacted

Companies (Jersey) Amendment No.2 Law 202-

This was mentioned in our First Quarter Briefing (a copy of which can be accessed here). It came into force on 19th June 2026.

Royal Court Judgements of Interest

State House Trust Company Limited v Friend Media Technology Systems Limited [2026] JRC 134

Keywords: *Unfair Prejudice; Quasi-Partnership; Reverse Summary Judgment; Companies (Jersey) Law 1991; shareholder dispute; entire agreement clause; no partnership clause; summary judgment*

In this case, the Royal Court refused an application for reverse summary judgment in a high-value unfair prejudice dispute arising from a private equity investment. The defendants sought to strike out the plaintiff's claim that the company operated as a quasi-partnership, arguing that the parties' detailed Investment Agreement (which contained an entire agreement, no partnership and no oral variation clauses) precluded any such equitable overlay.

The Court held that the issue of whether a quasi-partnership or 'partnership understanding' existed could not be determined summarily. The contractual provisions were not unequivocal, and there was a substantial factual dispute, including post agreement conduct requiring trial. This decision reinforces that unfair prejudice claims in Jersey remain highly fact sensitive and that quasi-partnership arguments, despite detailed commercial documentation, may survive to trial.

A copy of the judgment can be accessed here and our detailed analysis here.

Pearce v Halksworth [2026] JRC 107

Keywords: *Caveat; duty of full and frank disclosure; ex parte application; interim proprietary relief; droit de discussion; droit de division; personal guarantee*

In this case, the Court considered an application to discharge a caveat over Jersey immovable property granted in support of an alleged personal guarantee. The Court found that, although the applicant had established a good arguable case as a creditor, there had been a failure in the original ex parte application to disclose potential legal defences available to the respondent, including the droit de discussion and droit de division under Jersey's customary law.

Applying established principles on full and frank disclosure, the Court discharged the caveat, but exercised its discretion to immediately reimpose it, holding that the non-disclosure was innocent, non-decisive, and would not have altered the original decision to grant relief. The decision provides important guidance on the duty of disclosure in ex parte applications, the nature of arguable defences in guarantee disputes, and the Court's flexible approach to interim proprietary protections.

A copy of the judgment can be accessed here and our detailed analysis of the case can be found here.



Employment Tribunal Judgements of Interest

Dasca v St Brelades Bay Hotel Properties Limited [2025] TRE 224

Keywords: *unlawful deductions from wages; Employment (Jersey) Law 2003; employee consent; meal deductions; acquiescence*

In this case, the Employment Tribunal held that an employer's long running deductions from an employee's wages for meals were unlawful under Article 48 of the Employment (Jersey) Law 2003. Despite the employee's awareness of the deductions and the employer's argument that the employee had acquiesced and received value in return, the Tribunal found that no valid written authorisation existed which is a strict statutory requirement for deductions to be made from wages.

The Tribunal rejected arguments based on implied consent and post-hoc justification, emphasising that wage deductions in Jersey require prior written contractual or actual authority and cannot be validated retrospectively by conduct, emails or later handbook provisions. The case is a clear reminder for employers that informal practices or operational convenience cannot override statutory wage protection obligations, particularly in hospitality and similar sectors where deductions are common.

A copy of the judgment can be found *here* and a copy of our detailed analysis can be found here.



Pereira v Alves Trading Limited (trading as Atlantico) [2025] TRE 198

Keywords: *Unlawful wage deduction; sick leave; holiday pay; authorised absence; unauthorised absence*

In this case, the Tribunal considered claims for accrued holiday pay alongside an employer counterclaim seeking to recover alleged business losses arising from the employee's absence. The Tribunal held that the employee's sickness absence was properly notified and medically certified and therefore authorised. The Tribunal rejected the employer's attempt to characterise the absence as unauthorised and to recover consequential losses.

The decision also reinforces the strict statutory approach under Article 48 of the Employment (Jersey) Law 2003: deductions from wages or recovery of losses require clear, specific written authority. General contractual provisions and operational inconvenience are insufficient. The Tribunal awarded accrued holiday pay in full and dismissed the counterclaim, underlining that employers cannot use wage mechanisms to recoup business disruption absent express contractual entitlement.

A copy of the judgment can be accessed here and our observations can be found here.



Marcia Rubina Ferreira Fernandes Cova v Trust Cleaning Services Limited [2026] TRE 28

In this case, the Jersey Employment and Discrimination Tribunal found that the employer breached Articles 3 and 63A of the Employment (Jersey) Law 2003 by failing to provide the claimant with written terms of employment and written reasons for dismissal. The Tribunal held that merely preparing and retaining a contract in an office drawer did not amount to providing it to the employee, and awarded compensation of one week's pay (£600) for that breach. Although the employer also failed to provide written reasons for dismissal, no compensation was awarded because the claimant had been informed of the reason verbally, had not requested written reasons, and had not demonstrated any loss or disadvantage arising from the omission.

The case provides useful guidance on what constitutes delivery of written terms of employment and identifies factors relevant to assessing compensation for the relatively new statutory requirement to provide written reasons for dismissal.

A copy of the judgment can be accessed here and our observations can be found here.



Agnieszka Tarnawska v Smile 2012 Limited T/A Smile Dental Clinic [2025] TRE 158

In this case, the Jersey Employment and Discrimination Tribunal dismissed claims for disability discrimination, unpaid wages, constructive unfair dismissal and notice pay, but awarded the claimant £2,574, equivalent to three weeks' pay, for the respondent's failure to provide written terms of employment within the four-week period required by Article 3 of the Employment (Jersey) Law 2003.

The Tribunal found that although the claimant was disabled for the purposes of the Discrimination (Jersey) Law 2013, she had not established that the clinic's air-conditioning arrangements placed her at a substantial disadvantage, nor that the adjustment sought was reasonable in the circumstances. The Tribunal also rejected claims relating to unpaid lay-off periods and constructive dismissal, concluding that the incidents relied upon, whether individually or collectively, did not amount to a repudiatory breach of contract.

A copy of the judgment can be accessed here and our observations can be found here.

