

# BNP Paribas Jersey Trust Corporation Ltd v Camilla de Bourbon des Deux Siciles

<b>Jurisdiction:</b>	Jersey
<b>Judge:</b>	J. A. Clyde-Smith O.B.E., Jurats Blampied, Ramsden
<b>Judgment Date:</b>	22 December 2020
<b>Neutral Citation:</b>	[2020] JRC 267
<b>Date:</b>	22 December 2020
<b>Court:</b>	Royal Court

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## Text

[2020] JRC 267

ROYAL COURT

(Samedi)

Before:

J. A. Clyde-Smith O.B.E., Commissioner, and Jurats Blampied and Ramsden

Between  
BNP Paribas Jersey Trust Corporation Limited  
Representor  
and  
Camilla de Bourbon des Deux Siciles  
Respondent

**Advocate W. A. F. Redgrave for the Representor.**

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**Advocate O. A. Blakeley for the Respondent.****Authorities**

*BNP Paribas Jersey Trust Corporation v de Bourbon des Deux Siciles* [\[2019\] JRC 199](#).

*Crociani v Crociani* [\[2017\] JRC 146](#).

*BNP Paribas v Crociani* [\[2018\] JCA 136A](#).

*Caversham Trustees Limited v S Patel and 7 Others* [\[2007\] JRC 215](#).

Law of Contempt, by Borrie and Lowe, 4<sup>th</sup> Edition.

Contempt by Arlidge, Eady & Smith 5<sup>th</sup> Edition 2017.

*Revenue and Customs Commissioners v Malde* [2019] EWHC 3254 (Ch).

*Absolute Living Developments Ltd (in Liquidation) v DS7 Ltd* [\[2018\] EWHC 1717 \(Ch\)](#).

*Aspinall's Club Ltd v Lim* [2019] EWHC 2379 (QB).

*Taylor Made Golf Company Inc v Rata & Rata* [\[1996\] FSR 528](#).

*Actial Farmaceutica Lda v De Simone* [\[2015\] EWHC 2831 \(Ch\)](#).

*R v Patel (Kalpesh)* [2017] 5 WLUK 647 and [\[2017\] EWCA Crim 820](#)

Trust — Sanctions hearing

**JUDGMENT – SANCTIONS HEARING****THE COMMISSIONER:**

- 1 The Court sat on 12<sup>th</sup> and 13<sup>th</sup> November 2020 to consider the sanction to be imposed upon the Respondent for the contempt found by the Court on 7<sup>th</sup> October 2019 ( *BNP Paribas Jersey Trust Corporation v de Bourbon des Deux Siciles* [\[2019\] JRC 199](#)) (“the Contempt Judgment”) and the extent to which she had purged that contempt. In all of its judgments to date, the Court has referred to the Respondent as “Camilla” and for consistency, we will continue to do so.
- 2 The full background is set out in the Court's Substantive Judgment of 11<sup>th</sup> September 2017 – *Crociani v Crociani* [\[2017\] JRC 146](#) (“the Substantive Judgment”) and the Contempt Judgment but for ease of reading we would summarise the key dates and events as follows:

(i) At the heart of the matter is the appointment made out of the Grand Trust by its trustees, namely Madame Edoardo Crociani, the Representor (“BNP”) and Mr Paul Foortse, on 9<sup>th</sup> February 2010 of all of its assets, bar a certain promissory note, comprising a portfolio of investments valued at over US\$100 million and eight valuable artworks, (together with some receivables) with an overall value of some US\$132 million and this to the Fortunate Trust and through its revocation ultimately to Madame Crociani, who indemnified BNP in respect of both transactions.

(ii) Breach of trust proceedings were issued in Jersey by Cristiana Crociani (“Cristiana”) and others on 18<sup>th</sup> January 2013 against Madame Crociani, BNP, Mr Foortse and Appleby Mauritius (as the new trustee of the Grand Trust). The defendants had the same legal representation funded by Madame Crociani and mounted a jurisdiction challenge that went all the way to the Privy Council. Camilla was latter added as a defendant and aligned herself with Madame Crociani.

(iii) In May 2015 BNP chose to be separately represented. In a telephone call on 12<sup>th</sup> May 2015 between representatives of BNP on the one hand and Madame Crociani, Camilla and Virgilio Ranalli (from her family office) on the other, BNP first gave notice that it would be relying on the indemnities given by Madame Crociani.

(iv) On 6<sup>th</sup> July 2015, BNP put Madame Crociani on notice in writing that it would be relying upon the indemnities given by her in respect of any amounts that BNP was required to pay in the ongoing litigation. In October 2015 BNP filed its own answer in which it claimed an indemnity from Madame Crociani.

(v) On 4<sup>th</sup> August 2016 (five months before the trial) the Court granted BNP a world-wide freezing order against Madame Crociani in support of its indemnity claim which was confirmed by the Court on 25<sup>th</sup> November 2016. The order listed 29 valuable artworks (“the Artworks”) that belonged to Madame Crociani (eight of which had derived from the Grand Trust) and she was also ordered to disclose to BNP the location and nature of her assets, which she has failed or neglected to do.

(vi) Both Camilla and Madame Crociani withdrew from the substantive proceedings shortly before they commenced, in what the Court described as deliberate decisions, which placed the burden of defending the proceedings upon BNP, Mr Foortse and Appleby Mauritius (paragraph 45 of the Substantive Judgment).

(vii) The main trial took place between January and April 2017. The Substantive Judgment was handed down on 11<sup>th</sup> September 2017, when the Court held *inter alia* that the 2010 appointment was made in breach of trust and Madame Crociani and BNP (Mr Foortse being exonerated) were ordered jointly and severally to reconstitute the whole of the trust fund. Madame Crociani and BNP were also held to be jointly and severally liable to pay compensation to Cristiana in respective of certain shares in a company called Crica Investments Limited. Madame Crociani was ordered to indemnify BNP under the two contractual indemnities she had given BNP and out of the inherent jurisdiction of the Court (“the Indemnity Judgment”).

(viii) On the 11<sup>th</sup> September 2017 the Court also issued a post judgment world-wide freezing order against Madame Crociani in support of the Indemnity Judgment and made a further order requiring Camilla (and others) to disclose information to BNP about the assets which they believed were owned beneficially by Madame Crociani or from which she was able to benefit or which were directly or indirectly under her control.

(ix) The Substantive Judgment was upheld by the Court of Appeal in its judgment of 25<sup>th</sup> July 2018 ( *BNP Paribas v Crociani* [\[2018\] JCA 136A](#)) save that of the two funds within the Grand Trust, it held that BNP was not obliged to reinstate Camilla's fund. While Camilla was denied permission to appeal that decision, her children, (who were not party to either the Substantive Judgment or the Court of Appeal proceedings) have been granted leave to intervene and appeal.

(x) BNP has paid out some US\$115 million in compensating Cristiana's fund excluding costs. It has attempted to enforce the Indemnity Judgment against Madame Crociani, but to date she has failed or neglected to say where the assets she received are located or to pay anything under the Indemnity Judgment.

(xi) In response to the disclosure order against her and during the course of lengthy correspondence, Camilla provided four affidavits dated 14<sup>th</sup> November 2017, 7<sup>th</sup> December 2017, 26<sup>th</sup> January 2018 and 15<sup>th</sup> February 2018, which it is fair to say provided nothing material about the assets of Madame Crociani which was not already in the public domain or known to BNP. In the third of those affidavits, she said that she simply did not have any knowledge of her mother's assets other than those disclosed. She added that because of her mother's involvement with the litigation, her mother had withdrawn from any discussion with Camilla regarding assets.

(xii) In early 2018, BNP became aware of seven paintings listed in the world-wide freezing order stored in an art storage facility called Museo Vault in Miami in the name of the Apollo Trust the trustee of which was United Trust (Anguilla) Limited and one of whose directors was Curacao based Mr Gregory Elias, who was known to have close links with Madame Crociani. The Apollo Trust appeared to be for the benefit of Camilla and/or her daughters. Four of the paintings were formerly held by the Grand Trust. All seven paintings are the subject of a freezing injunction in proceedings which are being contested by the Apollo Trust.

(xiii) Through discovery orders obtained from Huntington T Block (the art insurers) in the United States and from the Museo Vault in Miami, BNP obtained information about the movement of the Artworks between 2012, when BNP ceased to have knowledge of their whereabouts, and 2016, which demonstrated that Camilla was actively involved in managing the Artworks and in the movement of numerous paintings from Singapore to Switzerland in November 2016.

(xiv) BNP therefore applied for a further disclosure order against Camilla, which was granted on 14<sup>th</sup> December 2018 ("the December 2018 Disclosure Order") and it is this order which Camilla has been found to be in contempt. It required her to disclose,

in particular, all her knowledge and belief about the movement and location of the Artworks from July 2015 (the date when BNP first gave notice in writing to Madame Crociani that it would be relying on her indemnities) and of the portfolio.

(xv) Having agreed an extension for compliance to 25<sup>th</sup> January 2019, Camilla did not comply with the December 2018 Disclosure Order, purportedly on grounds of privilege/confidentiality under Monaco law, where she resides, and these contempt proceedings were therefore commenced against her by BNP in March 2019.

(xvi) Shortly afterwards, BNP, again through its own efforts, located and attached ten paintings listed in the world-wide freezing order that were being stored in Geneva, apparently on behalf of Camilla. In August 2019, again through its own efforts, BNP attached a further painting listed in the world-wide freezing order (this time a Grand Trust painting) that was stored in the same facility, apparently on behalf of Madame Crociani. Camilla had not mentioned any of these paintings in her affidavits.

(xvii) The proceedings in Geneva revealed the existence of another trust, the Nettuno Trust, of which another company in the United Trust group is trustee, namely United International Trust B.V. The Nettuno Trust and Camilla are contesting the attachment. From the evidence filed in those proceedings, it seemed that Camilla was the settlor, protector and beneficiary, together with her daughters, of the Nettuno Trust, although she was excluded as a beneficiary on 22<sup>nd</sup> March 2017 before the Substantive Judgment was handed down.

(xviii) Camilla filed a fifth affidavit on 19<sup>th</sup> June 2019 in response to the December 2018 Disclosure Order, stating that apart from her mother indicating that she wished Camilla to be the protector of the Apollo Trust, her mother did not share any information with her about the assets of this trust. As for the paintings traced to the storage facility in Geneva, she said these had been purchased by her from Madame Crociani either directly or indirectly through a wholly owned company before the 4<sup>th</sup> August 2016 world-wide freezing order against Madame Crociani had been imposed. She listed each painting and the date of payment.

(xix) The Contempt hearing took place on the 3<sup>rd</sup> and 4<sup>th</sup> September 2020 and on the second day Camilla filed a sixth affidavit which her then counsel candidly accepted did not take the issue of disclosure by Camilla much further forward.

(xx) In the Contempt Judgment, the Court analysed the disclosure that Camilla had made in the context of the findings of the Court in the substantive proceedings as to the close relationship between her and her mother and the way they worked together (paragraph 54). We will not repeat the analysis contained within that judgment, but at paragraph 59, the Court went through all of the orders contained within the December 2018 Disclosure Order (in which Madame Crociani is the third defendant and Camilla the fifth defendant) in this way:

***“59 Standing back, we take each of the orders in turn to see what in fact has been disclosed by Camilla:-***

***“1. (a) The fifth defendant’s involvement in any movement of the 29 artworks listed at paragraph 1(3)(a) of the WWFO (“the artworks”) from 8th July 2015 to the present including their movement from Singapore in November 2016.”***

***Camilla has disclosed nothing in relation to this order, save for the one movement in November 2016 of artworks from Singapore to Zurich discovered by BNP Jersey.*** Even then, she minimised her involvement to one of acting as a translator when the discovered documentation shows a far greater role .

***“(b) Full details of any such transfers, including in each case where each of the artworks was moved to, and the reason for any such transfer.”***

***Camilla has not given any details even of the transfer she accepts she had some involvement in and has given no reasons for that transfer .***

***“(c) To the extent not already covered, everything the fifth defendant knows or believes about the location of all the artworks from 6<sup>th</sup> July 2015 to the present.”***

***Camilla has only given the location of artworks which BNP Jersey, through its own efforts, has already located and attached.*** According to Lynne Gregory's third affidavit, there are still another 11 artworks which have not been located, including what we understand to be the most famous and valuable work owned by Mme Crociani, namely the Hina Maruru by Gauguin. It stretches credulity that Camilla does not at least have a belief as to where this painting is currently located .

***“(d) Full details of all third parties (including but not limited to art experts, valuation agents, insurers, shipping and transport companies, storage facilities and freeports) which have had any involvement with the artworks from 6<sup>th</sup> July 2015 including in each case relevant individuals, contact details and a description of their involvement with the artworks.”***

***No details at all have been given of third parties involved in the artworks from 6<sup>th</sup> July 2015 to date.*** At the very least Camilla must know who currently insures the artworks she says she and the Nettuno Trust have acquired from Mme Crociani and who may well have some involvement in the



remaining 11 artworks which have not been located .

***“(e) In relation to the proceeds of the Grand Trust investment portfolio, everything the fifth defendant knows or believes about its location from 6<sup>th</sup> July 2015 to the present.”***

***No information has been disclosed as to the location of this substantial investment portfolio, and again, it stretches credulity that Camilla does not at least have a belief as to where these assets are currently located .***

***“2.... inform the third defendant's advocate in writing of her knowledge of transfers of any assets held by or on behalf of the first defendant made since 6th July 2015 by the first defendant ... to the fifth defendant ...”***

***No disclosure of transfers of assets has been made, save to the extent that artworks were found and attached by BNP Jersey in Miami and Switzerland.”***

(xxi) The Court went on to find at paragraph 60:

***“We find proved beyond reasonable doubt that through her fifth and sixth affidavits Camilla has not complied fully with the December 2018 Disclosure Order and is therefore in contempt of Court.*** The breach is serious. Given the context and background as shown by previous court findings, it is clear in particular, and we have no doubt, that she has been closely involved with the artworks from the 6<sup>th</sup> July 2015, but has only disclosed information in response to artworks located and attached by BNP Jersey through its own efforts.”

(xxii) The Court found that Camilla was in contempt by failing to pay two relatively small costs orders and for failing to provide any of the disclosure ordered from 25<sup>th</sup> January 2019 to the 19<sup>th</sup> June 2019 and that she remained in contempt notwithstanding her fifth and sixth affidavits.

(xxiii) On 25<sup>th</sup> February 2020, the Court agreed to the suggestion of Advocate Redgrave on behalf of BNP that we should follow the route of coercion rather than punishment at that stage. The Court accordingly gave Camilla 49 days, the period requested by Advocate Blakeley, to comply with the December 2018 Disclosure Order. That compliance was to be verified by affidavit. In its unpublished judgment of that date (“the February 2020 Judgment”) the Court said this at paragraph 3 – 7:

***“3. The matter will therefore be adjourned for a date to be fixed, to take place as soon as possible, after the expiration of 49 days before the court as currently constituted in order for the court to ascertain***

***the extent to which Camilla has then complied with the December disclosure order.*** Relevant to that consideration will be the extent to which she has provided the following categories of documents:-

***(i) Documents evidencing transfers of funds to or from any accounts owned legally or beneficially by Madam Crociani after the 6<sup>th</sup> July, 2015;***

***(ii) Documents relating to or evidencing Camilla's knowledge or belief as to the whereabouts during the period of time from the 6<sup>th</sup> July 2015, of any artworks owned legally or beneficially by Madam Crociani at any point during that period including, for the avoidance of doubt, all artworks listed in the world wide freezing and disclosure order made against Madam Crociani dated the 11<sup>th</sup> September 2017;***

***(iii) Documents relating to or evidencing any knowledge or belief Camilla may have of any bank or wealth manager or other financial institution which holds or manages or may hold or manage any part of the proceeds of the investment portfolio formerly held in the Grand Trust; and finally***

***(iv) Camilla setting out her belief as to the whereabouts of any of the former assets of the Grand Trust including all the artworks and the proceeds of the investment portfolio of the Grand Trust even if she has no specific documents evidencing this .***

***4. Camilla needs to be aware that the Court considers the contempt of the December disclosure order which continues to be very serious. BNP has had to shoulder the entirety of the joint and several judgment against it and Madam Crociani to the extent of paying out, as we understand it, over £100 million, and to date they have received nothing by way of contribution from Madam Crociani under the indemnity ordered by the Court, despite no doubt costly litigation in a number of jurisdictions .***

***5. As the court made clear in its judgment of 7<sup>th</sup> October 2019, it has no doubt that Camilla has relevant information about her mother's assets, the artwork and the investment portfolio which should and can be disclosed. Advocate Blakeley confirmed to us that in our agreeing to this further time in order to allow Camilla to comply, it is Camilla's intention to give the information the Court believes she has .***

***6. The court expects Camila to attend the next hearing and potentially to be cross examined, if leave for cross examination is applied for and given, and she needs to be aware that if she has not complied substantially with the December disclosure order within the 49 days***



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***now allowed then she may face a fine or imprisonment .***

***7. In terms of a fine, she needs to know that in view of the serious nature of her contempt the court will be thinking, if that contempt continues, in terms of a fine in the millions bearing in mind our understanding of her means.”***

(xxiv) On the 25<sup>th</sup> February 2020 the Court also made further disclosure orders against Camilla (“the February 2020 Disclosure Orders”).

(xxv) On 11<sup>th</sup> May 2020, Camilla provided a seventh affidavit later sworn on 1<sup>st</sup> July 2020.

(xxvi) On 28<sup>th</sup> September 2020, the Court granted BNP leave to cross examine Camilla as to whether she had now through her seventh affidavit complied with the December 2018 Disclosure Order and if not, with a view to securing compliance. The Court held at paragraph 22 of its unpublished judgment of that date, that the burden would be upon BNP to prove that the seventh affidavit did not comply with the December 2018 Disclosure Order to be proved to the civil standard.

(xxvii) Finally, in February this year, in proceedings in Curacao, Camilla was found jointly and severally liable with Madame Crociani for the damage BNP suffered in relation to certain “*hiding*” actions which included the purported transfer from Madame Crociani to Camilla of ten paintings which were subject to the Court’s world-wide freezing and disclosure order against Madame Crociani and amendments to the lease arrangements for the apartments in Monaco and Paris. In Switzerland, the Court of Appeal of Geneva has upheld BNP’s attachment over the same ten paintings and ruled on a *prima facie* basis that Madame Crociani is still the owner of these paintings, not Camilla and the Nettuno Trust.

### **Seventh affidavit**

- 3 A note of caution is required in considering the seventh affidavit as it addresses Camilla's compliance both with the December 2018 Disclosure Order and the more forensically targeted February 2020 Disclosure Order. There has been no finding of contempt in respect of the February 2020 Disclosure Order and we are not concerned in these proceedings with whether she has complied with it, but clearly, we will take what she discloses in that respect into account to the extent that it may purge her contempt of the December 2018 Disclosure Order or part of it.
- 4 The seventh affidavit, comprising 22 paragraphs, deals between paragraphs 6 to 13 and paragraph 22 with paintings listed in the world-wide freezing order, 11 of which ownership was claimed either by Camilla or by the Nettuno Trust. In each case, she said they were acquired by her or a company she owned from her mother before the imposition of the world-wide freezing order on 4<sup>th</sup> August 2016. Of these 11 paintings (one of which was a replica), she said 8 had been shipped from Singapore to Geneva and she gave the same

explanation for each. Taking the first painting as an example, she said this:

*“(v) Because my mother ceased to have ownership of this article during November 2016, I had a discussion with my mother about moving this painting along with other paintings (set out herein) from Singapore to Geneva. The storage facility in Geneva is Rodolphe Haller SA, Route des Jeunes 4bis, CH-1211 Geneve 26. This is a storage location which had been used by my mother to store paintings and other items for many years.*

*“(vi) My mother made arrangements to have the painting (along with other paintings set out herein) shipped from Singapore to Geneva. My understanding is the painting left Singapore on 25<sup>th</sup> November 2016 and arrived in Geneva on 14<sup>th</sup> December 2016. On route between Singapore and Geneva the painting was stored for a short time in Zurich. I believe this was because the company that was carrying out/arranging the transport from Singapore to Geneva was based in Zurich and had a storage facility there. The company that was responsible for the transportation was Mobel Transport AG whose head office is Gaswerkareal, CH-8019 Zurich. My understanding is this company has multiple storage facilities/locations in Zurich and I am not able to specify in which one this painting was stored. When it arrived in Geneva it was stored at Rodolphe Haller SA, Route des Jeunes 4bis, Ch-1211 Geneve 26. This is a storage location which had been used by my mother to store paintings and other items for many years.*

*“(vii) On 26<sup>th</sup> November 2016 my mother was involved in a telephone call to Huntington T Block insurance and spoke with Mrs Jackson. This company I believe has offices at 1120 20<sup>th</sup> Street, Northwest, Washington, DC, 20036. It may have other addresses in addition to this one where I believe Mrs Jackson works/worked. I was also party to the telephone call because my mother had asked me to assist in translating. I remember having been called by my mother while she was having the telephone conversation to assist her. She wanted to explain to Mrs Jackson the paintings would remain in a tax-neutral regime and although being moved would remain in “port franc” and she did not know the technical word in English for port franc. This was basically my intervention in the call, explaining that they would remain in a free-port status warehouse. I honestly do not remember which paintings were spoken about during that telephone call nor as a matter of fact do I remember that any specific painting was named. I only remember that talk was about paintings which were stored in Singapore generally and that this definitely involved this painting.*

*“(viii) I cannot help with detailing when the painting was transferred or how or about the insurance or the payment”.*

- 5 Three of the paintings she had acquired from her mother were already in Geneva, and as for the remaining paintings, she said they had either been attached in Miami or she was unaware of their whereabouts.

- 6 As to why the transfers of the artworks she purchased were made in November 2016, she simply gives reasons in paragraph 8 as to why she liked each of them, but does not explain why they were transferred from Singapore in November 2016.
- 7 In response to the requirement to provide details of all third parties involved in the Artworks from 6<sup>th</sup> July 2015, she provided a list of 14 persons or companies comprising the various advisers/entities involved in those artworks she purchased and in the Nettuno Trust. The list did not include the insurers of those artworks she had purchased or the names of any art experts or valuers. In the few cases where a description of their involvement was given, it was limited to the artworks she had purchased.
- 8 She deposed that she had no information relating to the proceeds of the Grand Trust portfolio and referred to an exchange of letters between her mother and herself contained in the 1171 page exhibit which we consider below. Thus, in the part of her affidavit which addresses her compliance with the December 2018 Disclosure Order she only make one reference to the documents contained in the exhibit.
- 9 Her affidavit then continued between paragraphs 14 to 19 with her compliance with the February 2020 Disclosure Order. At paragraph 20 she says she has attached documentation that might not be required under either disclosure order to show her willingness and also to show how badly she had been treated in the years of litigation. At paragraph 21 she says she had attached documents relating to the criminal complaint she had made against BNP in Monaco.

## **The Exhibit**

- 10 Turning to the exhibit, Camilla explained in paragraph 5 of her affidavit that the documents contained within it were not set out in categories or organised in a logical manner. She said this had been difficult for her and her advisers, especially in light of the COVID 19 pandemic, and she had been advised that she was not under any duty or obligation to sort/organise the documents. Given that there had been delay in providing her affidavit, she considered it better to provide what she could as soon as she could rather than arrange the material.
- 11 It is fair to say that the exhibit is hard to follow. It is not arranged in any order and does not have an index. The first half largely comprises copy e-mails, often without their attachments, mainly from and to Mr Ranalli and we accept that communications between Camilla and Mr Ranalli, Mr Elias and Mr Maxime Gorra were ordered to be disclosed under the February 2020 Disclosure Order. There are some 400 e-mails, mainly in Italian and some in French, for which no translation is provided. The exhibit appears broadly to comprise the following categories of documents:

- (i) Documents relating to public relations, e.g. magazine and newspaper articles, crib sheets for interviews with journalists, e-mails about employing a ghost writer to write a book sympathetic to Madame Crociani.
- (ii) Some documents about the structure of the Croci Group and the sale of Vitrociset SpA and the settlement of the litigation with Appleby Mauritius over the promissory note.
- (iii) Information about the paintings BNP has already located and attached in Switzerland.
- (iv) Copies of filings made by Camilla in proceedings in which BNP is a party and copies of filings made by BNP itself in associated proceedings, and
- (v) A brief exchange of handwritten letters between Camilla and her mother.

12 We noted in this respect and Camilla confirmed that there are no e-mails from her own e-mail account. Emails to or from Mr Ranalli were taken from his email account. It is right to record that BNP were directed to provide a schedule of the missing attachments and pages, and these were provided by Camilla prior to the hearing.

13 In the exhibit is a copy of a handwritten letter in Italian from Camilla to her mother dated 23<sup>rd</sup> March 2020 and we were provided with this translation:

*“As you can imagine it is quite painful for me to have to write you these lines after all that has happened to our family following the Jersey case.*

*However, as I have had the opportunity to explain over the phone in the now sporadic occasions in which we manage to talk to each other, BNP is now, in an absurd and profoundly unfair manner raging directly against me, already in fact penalized by the fact that while Cristiana has had her trust reconstituted I (and Carolina to Chiara) have been totally dispossessed of all rights!*

*Consequently therefore they consider me also financially responsible!!! And in Jersey they asked and obtained that I was placed in ‘contempt of court’ because, despite my six affidavits, I would not have provided information relating to your assets, information moreover that I DO NOT HAVE!*

*It is for this reason that I am in the absurd position of once again having to ask you to provide me with information relating to the assets originally held in the Grand Trust and in the Fortunate Trust and then arrived to you following the revocation of the latter.*

*I hope for your help, with great affection.*

*Camilla.”*

- 14 Madame Crociani responded on 1<sup>st</sup> April 2020 and we have been provided with this translation:

*"I hereby respond to your desperate letter, but I am more desperate than you because they destroyed my family and my life.*

*That said, as you well know and well write, the wealth of which you ask information about is a wealth I was able to create for the three of us through years of tireless commitment, before the reckless action of your sister, which followed the wrong advice from the bank that led to the transfer of the trust.*

*I do not have any intention to give out any information at all to anybody in connection to this matter and this notwithstanding the fact that BNP uses this despicable and cowardly manipulation manoeuvre.*

*It is a matter of principle to safeguard the sacred right to privacy, the more so towards BNP which is clearly the sole real responsible for this damned and totally useless restructuring of the trusts and that hurt so much our family, because, as we discovered and beyond the promises they fobbed us off with, the only goal for BNP was to earn behind our backs reducing to a minimum their risk.*

*And for this reason and with regret I can only repeat with a clear NO to your request for information*

*For this matter there is the criminal complaint which I hope will finally do justice."*

- 15 We agree with Advocate Redgrave that this exchange is patently artificial and contrived.

### **Cross examination of Camilla**

- 16 Camilla attended the hearing and was cross examined by Advocate Redgrave. She was given leave first to make a statement to the Court. She said the big family break-up, as she described it, started in 2010, when Cristiana, encouraged by her husband Nicolas, became greedy for money and started proceedings in Curacao over Croci NV, then the ultimate holding company in the Croci Group, in an unsuccessful attempt to deprive Madame Crociani of her wealth. Camilla said that under the influence of her husband, Cristiana became a different person, a weak person, and he took over.
- 17 Madame Crociani is now 80 and although still strong and independent, was heartbroken and sad. Camilla saw little of her mother now, as her mother spends time in an apartment in Rome, and indeed she had met her mother once in the past year. Her mother, she said, blamed her for Cristiana's actions, describing her two daughters as "alligators". Madame Crociani decided in 2011 to sell everything, including the company Vitrociset (owned within the Croci group) and the paintings. With partners, Camilla had purchased the Croci BV

(and with it the Croci group) from Croci NV (her mother's company) in December 2011 and rather than allow the paintings to be sold, had agreed to buy some of them in 2012, but could not raise the funds to actually complete the purchases until 2015/16.

- 18 Having settled the proceedings brought by Appleby Mauritius over the promissory note due by Croci BV for €21 million, she said there is little money now left within the Croci Group. BNP were trying to ruin her, and she is having to fund lawyers in multiple jurisdictions. She said she had spent €35 million on legal fees and was now herself the subject of a world-wide freezing order. She said it was BNP that transferred the paintings to Singapore in the first place and she had never been involved in transferring paintings before.
- 19 Vitrociset has now been sold (we understand for €42 million) but she said she had made no money on the transaction. The Croci Group was left with “ *some houses*”. BNP knew where it had transferred the proceeds of the Grand Trust portfolio on the instructions of Madame Crociani and should follow it, but she, Camilla, did not know where it had gone.
- 20 Camilla apologised for not attending the main trial, which she said was out of fear and lack of courage and the emotional strain of being in the same courtroom as Cristiana, although she later indicated that she had been advised not to attend the trial.
- 21 Turning to the cross examination, Camilla was asked whether she expected to inherit from her mother. She said she did not know, but questioned whether she could, in view of BNP being a major creditor of her mother. She said that under Italian law, she will be entitled to one half of her mother's estate.
- 22 She could not answer why she had not paid the two costs orders following the issuing of the representation alleging contempt, but denied she only complied with orders when it suited her. She would pay a fine if ordered. She said that the seventh affidavit did fully comply with her obligations under the December 2018 Disclosure Order
- 23 Whilst she and Cristiana had shared bank accounts with their mother “ *for technical reasons*”, their mother never told them about her wealth. It was her mother who instructed the lawyers and Camilla's task was to provide her with moral support and to keep up her spirits.
- 24 Camilla had been going to Mauritius for Christmas for many years and would invite her mother to join her, but she was not involved in the arrangements for the move of the Grand Trust to Mauritius, other than to be present at meetings and to translate for her mother.
- 25 She accepted that her mother owned jewellery and that she had made no reference to this in her affidavits. She passed this off as *de minimis*, asking whether she should have mentioned shoes and socks as well?



- 26 Camilla maintained, initially, that her mother had no interest in the Croci Group which Camilla had acquired and of which she said she was the ultimate beneficial owner, but she then volunteered the existence of non-voting shares belonging to her mother. She was shown the affidavit of Brandon O'Neil of Allen & Overy, sworn on 14<sup>th</sup> October 2019 in support of BNP, who with the benefit of documents disclosed in the various proceedings and those available from public sources, such as company registries, showed that Madame Crociani did have a substantial interest through non-voting preference shares in the Stichting which is shown as ultimately owning the Croci Group of companies. Camilla said, using her words, that she was the Stichting and then that her mother's non-voting shares were in her mother's own company Croci NV or in her mother's group of companies.
- 27 Camilla accepted that Mr Elias of the United Trust Company in Curacao, who she described as “*the king of Curacao*” and who had acted for her mother for years, also acted for her. She said she did not know who paid the fees for the Apollo Trust, which was her mother's. She was reminded of what she said in paragraph 9 of her fifth affidavit and paragraph 38 of her sixth affidavit to the effect that she knew nothing about the Apollo Trust save that she was the protector, and was then shown the following documents:
- (i) The Apollo Trust deed, of which United Trust (Anguilla) Limited is trustee and her mother settlor, which showed that Camilla and her issue were the only beneficiaries with Madame Crociani as the ultimate default beneficiary. Camilla was also the protector with power to appoint or remove trustees and whose consent as protector was required for the addition or exclusion of beneficiaries.
  - (ii) An e-mail of 15<sup>th</sup> December 2016 from Mr Elias to Mr Ranalli attaching a draft protector's resolution dated 31<sup>st</sup> December 2015 to be signed by Madame Crociani as protector, by which Madame Crociani ceased to be a beneficiary, leaving Camilla “*as the only beneficiary*”. This was clearly an error, as Madame Crociani was not protector and it would seem a subsequent resolution in the same terms was then signed by Camilla as protector, again dated 31<sup>st</sup> December 2015, but which by necessary implication could only have been signed by her after 15<sup>th</sup> December 2016. These dates are significant in the context of the transfer of paintings from Singapore having taken place on 25<sup>th</sup> November 2016.
  - (iii) A second deed described as being “*effective as of June 1<sup>st</sup>, 2017*” executed by Camilla as protector, by which her husband was appointed a beneficiary and her daughters excluded.
  - (iv) An e-mail from Mr Elias to Mr Ranalli of 25<sup>th</sup> October 2017, which had attached to it a draft deed by which Camilla consented as protector to her exclusion as a beneficiary and her daughters' appointment as beneficiaries (although they would seem to have been beneficiaries in any event as her issue) and this “*as per the wishes of the Princess of 8<sup>th</sup> May 2017*”. The reference to the Princess can only have been a reference to Camilla. She had earlier explained that Mr Ranalli ran her family

office in Monaco which was the base for her affairs, and who she remunerated. From 2015, he had worked solely for her. Her mother had also used the services of the family office. Camilla was then shown a copy of the same deed, signed by her, dated “as of May 9<sup>th</sup> 2017” but which by necessary implication must have been executed after 25<sup>th</sup> October 2017. The Substantive Judgment had, of course, been issued that September.

(v) A document dated 16<sup>th</sup> January 2018, by which Mr Gorra was appointed protector of the Apollo Trust, the same person who she says in her seventh affidavit drafted the various contracts of sale of the paintings purchased by her and by her company and who had been appointed as guardian *ad litem* to represent her children in their application to intervene in and appeal the judgment of the Court of Appeal to the Privy Council.

- 28 Camilla had no explanation for the apparent backdating of some of these documents, by which we mean that they appear to have been signed well after the date on which they were expressed as being effective, placing the blame on her professional advisors. Notwithstanding the above, she maintained that she knew nothing about this trust, other than the fact that she was protector, and that she had not helped her mother to conceal assets. She said: “*the least I knew the better I was off*”.
- 29 Camilla was reminded of the evidence of Diane Jackson of the Huntington T Block Insurance Agency as to her involvement in the phone call of 26<sup>th</sup> November 2016 and of the internal e-mail sent by Diane Jackson on 26<sup>th</sup> November 2016 saying that she had received an urgent request from Madame Crociani to call the day before and stating that “they”, being Camilla and her mother, did not want to disclose to where the paintings were going. Diane Jackson felt they were trying to sell the works or move them so Cristiana would not know where they are. Camilla maintained that her involvement was limited, as per her seventh affidavit, to explaining the meaning of the word “*port franc*”.
- 30 As to the movement of the works of art from Singapore, which was apparently a new and better facility and probably the reason for the paintings being sent there in the first place, she said she wanted her paintings nearer to her, as they would be in Geneva, but she had no idea why the other paintings sent in the same shipment went on to Miami. She agreed that the policy with Huntington T Block had been cancelled on 22<sup>nd</sup> December 2016 by an e-mail although it is not clear who sent it. Her paintings were thereafter insured through Rodolphe Haller in Geneva and in the exhibit to her seventh affidavit are insurance certificates showing that the insurance broker was a German firm called Oskar Schunck GmbH & Co. KG.
- 31 Camilla did not agree initially that in the asset exchange agreement that she and Cristiana signed on 7<sup>th</sup> April 2010 in which artworks were placed into their respective funds (see paragraph 393–395 of the Substantive Judgment), she received the greater value, but on being shown the schedule attached to that agreement, accepted that her fund was

designated to receive paintings valued for insurance purposes at US\$122 million and Cristiana US\$21 million. Those paintings designated for her fund included the Hina Maruru by Paul Gauguin, which was given an insurance value of US\$65,550,000. She said she had grown up with these paintings and was attached to some of them and agreed she would have been interested in where they were stored and their condition. However, she maintained that she had no information or belief as to where the Gauguin was now located.

- 32 . Within the exhibit to her seventh affidavit was an e-mail from Mr Ranalli to her of 13<sup>th</sup> September 2016 of what appears to be a draft of a letter to be sent to Christian Aegerter of Rodolphe Halle SA, the art storage company in Geneva, asking for three of the paintings she had “*recently acquired*” to be collected in Singapore and shipped to Geneva and this six weeks or so after the world-wide freezing order had first been imposed upon Madame Crociani, which seems to show Camilla's involvement in the shipment of paintings well ahead of the November 2016 shipment. Camilla dismissed this as a draft that was never sent.
- 33 . Camilla confirmed that she was the settlor of the Nettuno Trust and that as she put it, Mr Elias was trustee. Camilla and her children were named as the beneficiaries and she is the protector. She has the same powers as protector as she has with the Apollo Trust – indeed the two trust deeds appear almost identical, save for the identity of the settlor and the particular company within the United International Trust Group as trustee. The Nettuno Trust is also expressed as being revocable. The ultimate default beneficiary of the Nettuno Trust, as with the Apollo Trust, is Madame Crociani.
- 34 Camilla was shown an e-mail from Mr Elias to Mr Ranalli of 1<sup>st</sup> December 2016 attaching an Assignment of Assets Agreement with the message “*Sorry Mr Elias, it is not perfect, I guess the best solution is to have you sign the attached original please. Excuse me for the inconvenience!*” The attached schedule lists six paintings by Renoir, Marini, Campigli, de Chirico, Dufy and Picasso. She was then shown another very similar agreement signed by her by which she assigns the same six paintings (and two others) to the Nettuno Trust, which is dated “*with effect as of July 20<sup>th</sup> 2016 ....*”. This was, of course, before the imposition of the world-wide freezing order on the 4<sup>th</sup> August 2016. The implication is that it can only have been signed by Camilla in December 2016, well after the imposition of that order and after the transfer of the paintings from Singapore. She said she found this documentation confusing and that her professional advisors were not doing a good job.
- 35 . An issue had arisen in relation to a painting by Leger, namely La Racine Jaune, a former asset of the Grand Trust, and whether Camilla, and through her the Nettuno Trust, had acquired the original or a replica. In the exhibit to Camilla's seventh affidavit at page 910 is an e-mail from Mr Aegerter of Rodolphe Haller SA, attaching an inventory showing this painting as being held in that facility for Centennial Management NB, a company administered by United Trust on behalf of Madame Crociani. Advocate Redgrave explored with Camilla how she was able to obtain from Rodolphe Haller information about another of its clients, namely Madame Crociani, and whether Camilla may have access to other

information in relation to Madame Crociani's assets. Camilla said that she had asked Mr Elias for this information in order to defend criminal proceedings against her in Switzerland (the nature of which was not explained) and that she did not ask for any other information about her mother's assets.

- 36 . Advocate Redgrave pointed out to Camilla how the prices she paid her mother for the paintings were considerably lower than their stated insurance value. By way of example, she acquired a Picasso, La Colline de la Californie, for US\$1.2 million when it was insured for US\$4 million. She said that the market and insurance values of a painting were not the same and a private transaction avoided auction house fees. When asked by the Court how she and her mother arrived at the prices paid for each painting (she paid a total of some US\$13.9 million for all eleven paintings) she said that her mother was very knowledgeable in the subject, which she followed on a weekly if not monthly basis, with close contacts at Sotheby's. Camilla said she also had some knowledge in this field, and she believed they arrived at the right price. It follows that neither took advice on these substantial transactions.

### **BNP's case**

- 37 Advocate Redgrave submitted that Camilla's seventh affidavit did not purge the finding of contempt. It was in reality brief and uninformative, repeating what had been said before. Her account of the movement of the art from Singapore in November 2016 remained unconvincing. She was not telling the Court all she knew in relation to the eleven works of art that BNP had been unable to track down, in particular, the Gauguin, which appears to have disappeared from the insurance listings produced by Huntington T. Block in or around 2015.
- 38 Advocate Redgrave described the exhibit of the seventh affidavit as comprising a “*dump of Mr Ranalli's e-mails*” that were not referenced to her affidavit. Some of what she had said in her opening statement was blatantly untrue, namely that her mother had blamed her for Cristiana's actions. All the evidence went the other way.
- 39 There had been no reference to her mother's jewellery, which was likely to be of some considerable value or of her mother's interest in the Croci Group through the non-voting shares, the existence of which she had raised in evidence and then sought to discount in an unsatisfactory way. There is no reference to her mother having non-voting shares in any of her affidavits. Advocate Redgrave went through each of the December 2018 Disclosure Orders and submitted that BNP were no further forward. Whilst in relation to order 1(d) she had produced a list of persons or entities, they were all already known to BNP, and whilst she had included insurance certificates in the exhibit to her seventh affidavit, these were in relation to paintings which she claimed were hers and which had already been attached.
- 40 Advocate Redgrave said her evidence was generally unsatisfactory – she did not answer questions directly, attacked BNP and deflected questions on the basis that others could

answer. The use of the same adviser as her mother, namely Mr Elias in Curacao, the apparent back-dating of documents, her implausible denial of knowledge of the assets of the Apollo Trust all showed, he said, that she was deeply involved in assisting her mother hide assets from BNP.

### Camilla's case

- 41 Advocate Blakeley said that in order to keep focus, the Court should remember that Camilla had already been found guilty of contempt. The Court had adjourned the sanctions hearing to give Camilla an opportunity to purge her contempt, in order (he assumed) to lessen the severity of the sanction that would have been imposed. In the February 2020 Judgment, the Court had set out the benchmarks against which Camilla's purging would be measured and Camilla had filed a seventh affidavit for the purpose of purging her contempt. We interpose to observe that Camilla's seventh affidavit was filed for two purposes namely to respond to the February 2020 Disclosure Order, as well as, using her own words, "*to re-visit*" the December 2018 Disclosure Order.
- 42 BNP had submitted on numerous occasions that the information provided in the seventh affidavit did not contain anything or much that BNP did not know previously but that submission was irrelevant. The extent of the contempt or the purging of it is not and could not be measured against how much information Camilla provides which was known or not known previously by BNP. That is not the measure and never has been.
- 43 The Court had found that she had information or beliefs which went beyond that which she had disclosed, which on the basis of the finding in contempt could not be changed. Camilla maintains that she does not have that knowledge or belief.
- 44 Her compliance had to be measured against the provision of documents referred to in paragraphs 3(i), (ii) and (iii) of the February 2020 Judgment and Advocate Blakeley conceded that she had produced no documents under paragraphs 3(i) and 3(iii). The production of these documents must, he said, be predicated on the basis of it being established by BNP that Camilla had such documents, as it would be grossly unjust to sanction her for failing to produce documents she did not possess.
- 45 Advocate Blakeley agreed that the exhibit to the seventh affidavit was not well set out and Camilla had apologised for the inconvenience caused. In her defence, he said that since BNP had concluded that the exhibit was woefully inadequate and did not assist it at all, there was little point in Camilla incurring time and money in organising it. Such an exercise would be a total waste of time. Camilla did not want the Court to perceive her as dismissive, but this submission was true.
- 46 Furthermore, he said, Camilla was required to disclose documents in her possession but most definitely not translate them. This was a perfect example of BNP trying to portray



Camilla as being non-compliant and unhelpful, but her failure to provide translations could not be used as a basis to establish non-compliance. He accepted that there were missing documents in the exhibit. BNP had provided a schedule and those had now been supplied.

- 47 In so far as the documents contained in the exhibit were irrelevant, and not strictly required under the disclosure orders, such a criticism could not be used as a basis for submitting she had failed to purge her contempt. BNP had submitted that she had provided these documents in order to pad out the affidavit, but even if that was the case, it would not take the issue of whether she has or has not purged her contempt any further. That submission by BNP was, necessarily, as irrelevant as it considered the documentation.
- 48 It became clear during the hearing that Madame Crociani was occupying an apartment in Rome, owned by one of the companies within the Croci Group, for which she was paying no rent, but that, he said, was as a matter for the directors of the company concerned.
- 49 Advocate Blakeley did not speak Italian and was therefore unable to assist the Court as to what the many documents in Italian said, or their possible relevance other than that these were e-mails in Camilla's possession. BNP had applied for some of the documentation filed in these proceedings by Camilla to be used in proceedings in other jurisdictions, which he said would be bizarre if such documents were not useful. In reply Advocate Redgrave said that this was in relation to one document that was not relevant to the issue of contempt.
- 50 These were serious proceedings and the allegations against Camilla needed to be put directly. He said it was never put to her directly that she had withheld documents or that she had been involved in the backdating of documents. It was true that she had made no reference in her affidavits to her mother's jewellery or to the possible existence of non-voting shares in the Croci group, but in the grand scheme of things, this was of little import.
- 51 Ultimately, the Court could not change its mind over its finding in the contempt judgment as to her knowledge and beliefs and if she continues to maintain that she does not have that knowledge or belief, then, using his wording "*she is stuck*".
- 52 Her position was that she had now fully complied with the December 2018 Disclosure Order.

## Decision

- 53 As Advocate Blakeley correctly says, Camilla has been found to be in contempt of the December 2018 Disclosure Order, a finding upheld by the Court of Appeal. In essence, the Court found that:



(i) Her involvement in the Artworks extended beyond the one movement of artworks in November 2016 and assisting as translator in her mother's call with Diane Jackson. Her knowledge of the location of the Artworks extended beyond those attached by BNP in Geneva, which she said she had purchased from her mother, and the seven artworks found and attached by BNP in Miami purportedly belonging to the Apollo Trust.

(ii) Camilla did have at least a belief as to where the remaining artworks were located, including in particular the Gauguin, which had been insured for US\$66.5 million.

(iii) Camilla did at the least have a belief as to where the portfolio transferred out of the Grand Trust ultimately to her mother was now located.

54 By the February 2020 Judgment, the Court allowed Camilla time in which to purge her contempt and Advocate Blakeley confirmed to us that in our agreeing to this further time in order to allow Camilla to comply, it was Camilla's intention to give the information the Court believes she has.

55 By way of overview of her seventh affidavit, Camilla has maintained her position as to the extent of her knowledge and belief and it follows that she has not given the Court the information the Court believes she has.

56 We agree with Advocate Redgrave that the picture painted by Camilla in her opening statement when giving evidence that she was caught in the middle of a battle between her mother and Cristiana, who had become greedy for money, and that her mother blamed Camilla for Cristiana's actions, went against all of the evidence in the substantive proceedings. The Court has referred to extracts from the Substantive Judgment previously, but it is helpful to be reminded of the Court's findings as to just how closely Camilla and her mother worked:

(i) Camilla was closer to her mother than Cristiana as they shared the same social interests (paragraph 838).

(ii) Camilla appears to have lobbied her mother for a greater share of the family wealth commensurate with her status as a princess (paragraph 838).

(iii) The way the artworks were apportioned disproportionately between Camilla and Cristiana shortly before the 2010 appointment gave the first indication that Madame Crociani preferred Camilla (paragraphs 393–394 and 846).

(iv) By late 2010, Camilla had persuaded her mother that she should have the whole of the Croci Group, which owned the jewel in the Crown, Vitrociset, and many prestigious family properties, by the creation of the aptly named Princess Trust (paragraph 846).

(v) It was Camilla who engaged the lawyer Christophe Kosman to advise both

Madame Crociani and her (paragraph 410) and he came up with the “Mozart Trust proposals” under which the bulk of the family wealth was to be put into a trust for Camilla and her children (paragraph 415).

(vi) Camilla attended the meeting with Mr Kosman and Madame Crociani on 13<sup>th</sup> May 2011 at which his proposals were discussed (paragraph 426).

(vii) Camilla played a leading role in the secretly taped meeting with Madame Crociani and advisers on 14<sup>th</sup> June 2011 (paragraph 431).

(viii) It was for both Madame Crociani and Camilla that Mr Foortse prepared a draft letter addressing their wish to have the promissory note in the Grand Trust “*disappear*” (paragraph 438).

(ix) It was with Madame Crociani and Camilla that Mr Le Cornu of BNP met on 14<sup>th</sup> September 2011 when Madame Crociani made reference to a possible sale programme of the artwork to make it harder for Cristiana to get at (paragraph 441).

(x) In December 2011, Camilla (possibly with another investor) acquired Croci BV from Croci NV (owned by Madame Crociani) for €44.9 million through her company, Allimac Limited (her name backwards) (paragraph 444).

(xi) Madame Crociani and Camilla were on holiday together in Mauritius in January 2012 when Madame Crociani telephoned Mr Le Cornu of BNP asking for Appleby Mauritius to be appointed as sole trustee of the Grand Trust (paragraph 446).

(xii) It was Camilla who telephoned Mr Foortse when he was away in Australia and New Zealand asking for assistance in preparing a reply to the letter received by Madame Crociani from Cristiana's lawyer (paragraph 449).

(xiii) Camilla attended the first meeting between Madame Crociani and Mr Noel of Appleby Mauritius in January 2012. The next meeting involved the establishment of a new trust by Camilla and a file note refers to “*the clients*” wishing to wipe out all traces of the source of funds (paragraph 468). There were also discussions about the creation of a trust by Madame Crociani for the benefit of Camilla.

(xiv) Camilla attended the meeting with Madame Crociani and Mr Noel on 18<sup>th</sup> January 2012 to discuss the move of the Grand Trust to Mauritius and to discuss the promissory note (paragraph 468).

(xv) Camilla attended the meeting between Madame Crociani and Mr Le Cornu on 21<sup>st</sup> May 2012 to discuss the letter from Bedell Cristin, acting for Cristiana, asking for a large amount of information (paragraph 487).

(xvi) Camilla came with Madame Crociani and Mr Ranalli to Jersey on 13<sup>th</sup> July 2012 for meetings with BNP and Carey Olsen (paragraph 490).

(xvii) Camilla attended the conference with Mr Nicholas Le Poidevin QC on 19<sup>th</sup> July

2012 (paragraph 492) and the conference with Mr Brian Green QC on 26<sup>th</sup> July 2012 (paragraph 497).

(xviii) Camilla attended a second conference with Mr Green on 27<sup>th</sup> July 2012 (paragraph 501) and the meeting on 1<sup>st</sup> August 2012 between the former and current trustees of the Grand Trust to establish the Agate Trust of which Camilla was one of the two beneficiaries (paragraph 412). She also attended the meeting on 2<sup>nd</sup> August 2012 when the Agate Trust was executed (paragraph 529).

(xix) Madame Crociani and Camilla set about placing impediments in the way of Cristiana through the appointment of Appleby Mauritius in January 2012 (paragraph 850).

(xx) Having lost the forum challenge, Madame Crociani and Camilla were then instrumental in procuring, through Mr Noel and Appleby Mauritius the amendment of the promissory note postponing the repayment date, the appointment of GFin as trustee and the assignment of the promissory note to it, away from the jurisdiction of the Court, and the amendment of the Grand Trust deed giving GFin a platform to issue proceedings in Mauritius (paragraph 853).

(xxi) Camilla and Madame Crociani both withdrew from the substantive proceedings shortly before the trial began.

57 In an affidavit dated 25<sup>th</sup> April 2019 Kim Deveney of BNP deposes that in the phone call on the 12<sup>th</sup> May 2015 Madame Crociani and Camilla acted angrily when told that BNP would be relying on the indemnities given by Madame Crociani. Kim Deveney also states that during this call, Camilla spoke at length on the approach to the Jersey proceedings to be taken by her, Madame Crociani and BNP.

58 In the exhibit to the seventh Affidavit of Camilla there is an e-mail of 11<sup>th</sup> September 2017 (when the draft of the Substantive Judgment would have been issued) from Mr John Jaakke of Trusted Advisers BV, who appear to have been appointed directors of certain Croci Group companies in 2017, to Camilla, Mr Ranalli and Madame Crociani enclosing an agenda of a meeting the next day. This would indicate the ongoing involvement of Madame Crociani with Camilla and in the affairs of the Croci Group well after its apparent sale to Camilla in December 2011, the agenda items including the “*status re sale of Cisel*”, the “*status of judgment and proceedings in Jersey*” and “*strategy and tactics re repayment promissory note*”. The agenda also includes information on the indebtedness of the Croci Group which appears to be almost entirely inter-group, save for the debt under the promissory note and a debt apparently due to Croci International NV which according to the affidavit of Mr O'Neil, is owned by Madame Crociani. Camilla makes no reference in her affidavits to such a company belonging to her mother.

59 Throughout this time, Camilla and Madame Crociani shared the same apartment in Monaco. As we understand the evidence of Camilla, they still share the same apartment,

although she is now the tenant. She says Madame Crociani spends little time there, residing for the most part rent free in an apartment in Rome, which it transpires during Camilla's evidence is owned by one of the companies within the Croci Group acquired by Camilla in December 2011.

- 60 Documentary evidence discovered by BNP shows that Madame Crociani and Camilla, as the latter admits, use the same adviser in Curacao, namely Mr Elias, through whom the Nettuno Trust of which Camilla was the settlor was established on 20<sup>th</sup> June 2015 and the very similar Apollo Trust, of which Madame Crociani was the settlor on 31<sup>st</sup> December 2015. The evidence of Kim Deveney of BNP is that it was on 12<sup>th</sup> May 2015 that Madame Crociani and Camilla were put on notice that BNP would be relying on the indemnities.
- 61 Camilla's assertion that she knew nothing about the Apollo Trust and its assets other than that she had been made protector at her mother's request simply does not stand up to any scrutiny in that the documentation discovered shows that:
- (i) She was the protector with extensive powers.
  - (ii) She was the only named beneficiary.
  - (iii) She exercised her powers as protector to consent to her removal as a beneficiary and the appointment of her daughters and then to consent to the addition of her husband and the removal of her daughters.
  - (iv) Mr Gorra who acted as guardian *ad litem* for her two daughters in the appeal to the Privy Council was made protector on 16<sup>th</sup> January 2018 (as we understand the document we have seen).
- 62 We remind ourselves that Camilla would have been aged 44 in 2015 and was clearly a sophisticated businesswoman in that she had acquired Croci BV (with others) for €44.9 million in 2011 and was in the course of purchasing works of art from her mother in sums which totalled some US\$13.9 million. She would not be exercising the powers she did as protector without knowing what was in this trust.
- 63 Camilla had no explanation for the apparent backdating of the documents that were put to her in cross examination other than to blame her advisors. It would seem that these documents were intended to give the appearance that they took effect before key moments in the proceedings and they are indicative of Camilla's close involvement with her mother in respect of the Artworks.
- 64 Camilla was dismissive of her failure to disclose her knowledge of her mother's jewellery, its value and location. However, her obligation under the December 2018 Disclosure Order is not the subject of a *de minimis* exception and in any event having regard to her mother's

lifestyle it is very likely that her jewellery will be of significant value. In relation to the Croci Group, she raised in evidence her mother's ownership of non-voting shares, but having done so, her explanation of it was unsatisfactory. The interest of Madame Crociani in the Group through the ownership of non-voting shares in the Stichting, the ultimate owning entity, is consistent with the information and structure plan so clearly put together by Mr O'Neil in his affidavit of 14<sup>th</sup> October 2019. We were given no reason by Camilla to doubt the accuracy of that plan, but whatever view one may take of the value of that shareholding, it is an asset of Madame Crociani, of which Camilla clearly has knowledge, and which she has not disclosed in any of her affidavits.

- 65 Camilla asserts that all of her purchases of artwork from her mother took place between 21<sup>st</sup> July 2015 and 12<sup>th</sup> July 2016, the last purchase taking place shortly before the world-wide freezing order was imposed on Madame Crociani on 4<sup>th</sup> August 2016, purchases which BNP do not accept as genuine. That order was confirmed by the Royal Court at a hearing at which Madame Crociani was represented on 25<sup>th</sup> November 2016, the day Madame Crociani left a message for Diane Jackson of Huntington T Block to call her urgently over the insurance of the artwork being shipped from Singapore (where BNP knew it was located).
- 66 In our view, the internal e-mail of Diane Jackson of 26<sup>th</sup> November 2016 and indeed, her deposition, are to be preferred to the evidence of Camilla, in that:
- (i) Both Camilla and Madame Crociani were involved in the call. According to Diane Jackson's evidence, Camilla had the better English and Madame Crociani was in the background.
  - (ii) It was urgent.
  - (iii) Neither of them wanted to say where the artworks were going.
  - (iv) They gave the impression to Diane Jackson that they were removing the artworks to prevent Cristiana knowing where they were.
- 67 The urgency was, of course, that the world-wide freezing order had been confirmed the day before. The draft e-mail to Mr Aegerter sent by Mr Ranalli to Camilla for approval on 13<sup>th</sup> September 2016, as Advocate Redgrave submitted, indicated that consideration was being given by Camilla to transferring artworks well before November 2016. It is manifest that Camilla knows much more about the movement of this artwork and the reasons for it than she is disclosing.
- 68 We do not accept Advocate Blakeley's complaint that issues were not put to Camilla directly in cross examination. All of the documents which appear to have been entered into well after their apparent date were put to her for an explanation and she could not provide any. Nor do we accept that it was not for Camilla to organise the documents in the exhibit in

a manner which made the exhibit comprehensible or to provide translations. Whilst her obligation to provide documents to BNP might not extend to translating them, she had been given an opportunity by the Court to purge her contempt of its orders and you do not do that by providing the Court with a mass of disorganised documentation without explanation as to its import and relevance and with much of it in a language which the Court does not understand.

69 Before going through the December 2018 Disclosure Order again, we refer to paragraph 3 of the February 2020 Judgment, which has to be seen in the context of the Court's finding under the Contempt Judgment that Camilla did have more information or beliefs than she had disclosed.

70 We accept that we are concerned with the extent to which information known to Camilla has not been disclosed and not the extent to which information she has disclosed is known to BNP. We also accept that BNP cannot prove that Camilla possesses documents other than those that have been disclosed, but the purging of her contempt was to be measured by the production by her of documents relating to those matters specified in paragraphs 3(i), (ii) and (3iii). Thus, for example in relation to paragraph 3(iii), production of a document relating to or evidencing her knowledge or belief she may have of any financial institution managing the proceeds of the Grand Trust portfolio would be relevant to the purging of her contempt. As it is, she has produced no documents under paragraphs 3(i) and 3(iii) and the documents produced under paragraph 3(ii) relate only to the Artworks held in Singapore, eleven of which found their way to Geneva and seven of which found their way to Miami, and all of which were located and attached by BNP through its own efforts.

71 Camilla's purging of her contempt was also to be measured by paragraph 3(iv), by her setting out the beliefs she had as to the whereabouts of the former assets of the Grand Trust, beliefs which the Court had no doubt she held. Camilla has maintained that she has no such beliefs, and therefore by all these measures, it is clear that she has not purged her contempt.

72 Reverting finally to the December 2018 Disclosure Order and commenting on each part in turn:

**“ORDERED THAT:**

***[Camilla] shall within fourteen working days of service hereof, or such longer period as [BNP] may agree, inform [BNPs] Advocate in writing of her knowledge of assets held on behalf of [Madame Crociani] since the 6<sup>th</sup> July 2015, including, but not limited to the following:-***

***(a) [Camilla's] involvement in any movement of the 29 Artworks listed at paragraph 1(3)(a) of the WWFO (“the Artworks”) from the 6<sup>th</sup> July 2015, to the present including their movement from Singapore in November 2016.”***



There is no change here from the position under the Contempt Judgment. Camilla's disclosure remains limited to the one transfer of artworks from Singapore in November 2016, in which she has minimised her involvement to the translation of one phrase, namely *port franc* in a call she says was made by her mother when it is clear that she had a far greater role.

***“(b) Full details of any such transfers, including in each case where each of the Artworks was moved to, and the reason for any such transfer.”***

She has now given some details of the transfer of the artworks in November 2016, namely the identity of the shipper. She has provided no details of the transfer of the seven artworks that continued on (we assume) to Miami. We have no doubt that through her interest in the Apollo Trust which claims to own the seven artworks attached in Miami she knows how those seven paintings came to be there and to be held by a trust in which she was the protector and only named beneficiary. No credible reason has been given by Camilla for the transfer of any of these artworks and we have no doubt that it was motivated by the confirmation of the world-wide freezing order on 25<sup>th</sup> November 2016 and the desire to prevent Cristiana knowing of their whereabouts.

***“(c) To the extent not already covered, everything [Camilla] knows or believes about the location of all the Artworks from the 6<sup>th</sup> July to the present.”***

There is no change here from the position under the Contempt Judgment. We have no doubt that Camilla knows or at least has a belief where the eleven artworks not so far accounted for are located and in particular, the Hina Maruru by Gauguin. Camilla has shed no light on this valuable painting's mysterious disappearance from the insurance listings produced by Huntington T Block in or around 2015, the painting being given an insurance value of US\$66,550,000.

***“(d) Full details of all third parties (including but not limited to art experts, valuation agents, insurers, shipping and transport companies, storage facilities and freeports) which have had any involvement with the Artworks from the 6<sup>th</sup> July 2015, including in each case relevant individuals, contact details and a description of their involvement with the Artworks; and”***

She has now provided a list of third parties involved but only in the artworks attached in Geneva. Although she does not name the insurer of these artworks in the list, in the exhibit to her seventh affidavit are copies of insurance certificates identifying the broker. No art experts or valuation agents are named.

***“(e) In relation to the proceeds of the Grand Trust investment portfolio, everything [Camilla] knows or believes about its location from the 6<sup>th</sup> July 2015 to the present.”***

There is no change here from the position under the Contempt Judgment. We have no doubt that she does know or at least has a belief where this very substantial portfolio, or its

proceeds, is now located.

**“(2) ... inform [BNP's] advocate in writing of her knowledge of transfers of any assets held by or on behalf [Madame Crociani] made since 6th July 2015 by [Madame Crociani] ... to [Camilla] ...”**

There is no change here from the position under the Contempt Judgment. No disclosure of transfers by Madame Crociani to Camilla have been disclosed.

- 73 We conclude that BNP has discharged the burden upon it to prove to the civil standard, namely on the balance of probabilities, that by her seventh affidavit and her evidence before this Court, Camilla has not purged the contempt found by the Court under the Contempt Judgment. We will go further, namely that BNP has discharged that burden to the criminal standard, namely beyond all reasonable doubt. We therefore turn to the issue of the sanction to be imposed.

## Sanction

- 74 As the Court said in *Caversham Trustees Limited v S Patel and 7 Others* [\[2007\] JRC 215](#) at paragraph 31, there are no statutory limits under Jersey law as to the penalties that may be imposed for contempt and the Court's remedies therefore range from a reprimand to a fine or ultimately to imprisonment. Another power available to the Court is the imposition of a punitive costs order (i.e., that the contemnor pays all of the costs of the other party as between solicitor and client). Working from Note 60 of the Jersey Law Reports, it was held in *Caversham* that:

**“(1) The first respondent would be fined £30,000 and a punitive costs order would be made against him for his deliberate contempt of the court order.**

Although the contempt was serious, i.e. the deliberate removal of the security given to the representor under the order, a custodial sentence would be disproportionate since the contempt had been fully purged (the proceeds of the sale of the property had been paid back into the jurisdiction); this was not a case of a repeated breach by a person who had clearly been warned as to the consequences of defying an order; the first respondent had returned voluntarily to Jersey, he had admitted and apologized for the contempt (albeit during evidence); and no fraud had been perpetrated against the assets of third parties as he was the ultimate beneficial owner of the property ( *RAC Motoring Servs. Ltd. v RAC (Publishing) Ltd.*, [1988] R.P.C. 321, **distinguished**; *Channel Islands & Intl. Law Trust Co. Ltd v Scarborough*, [1989 JLR 308](#), **distinguished**; *Phillips v Symes (No 3)* [\[2005\] EWCA Civ. 533](#), **distinguished**; *Lexi Holdings Plc v Luqman* [\[2007\] EWHC 1508 \(Ch\)](#), **distinguished**). In the circumstances, a fine and punitive costs order would be appropriate to mark the court's displeasure. There was no statutory limit under Jersey law to the penalties that could be imposed for a contempt of court. When assessing the appropriate penalty aggravating factors would include the seriousness of the breach, repeated breaches and a lack of remorse, whereas mitigating factors would

include a contemnor's previous good character, the fact that he was under pressure and genuine remorse. A custodial sentence would be passed for a blatant and aggravated contempt, particularly if committed by a person who had clearly been warned as to the possible consequences of defying an order. (Lowe & Sufrin, *Law of Contempt*, 3<sup>rd</sup> ed., at 629 (1996)).

***(2) Although the first respondent was a wealthy man, a fine of £30,000 in addition to a punitive costs order (i.e. that he indemnify the representor for all its costs incurred in recovering its security) was appropriate as this case concerned an individual rather than a public company or trade union and did not involve a public challenge to the authority of the court.***

Depending on the circumstances of a particular case, the court may make no order for costs at all or it may make a punitive order. An award of costs on any basis may itself amount to a substantial sanction and may be taken into account in determining the amount of a fine. In determining the amount of a fine the court would also take into account damage done to the public interest in the enforceability of court orders in addition to the seriousness of the contempt. Regard would also be had to the contemnor's means and mitigating factors such as remorse (*Law of Contempt*, op. cit., at 637; 640; 642)."

- 75 Having regard to the full judgment of *Caversham* at paragraph 38, it is clear that the punitive costs order itself constituted a substantial sanction, in that the costs were estimated at £278,000. We note that the Court heard evidence as to the contemnor's means, which indicated that he was worth some £5 million. Apart from costs, no other loss had been incurred by Caversham as a result of the contempt.
- 76 BNP's concern in this matter is to ensure compliance on the part of Camilla with the December 2018 Disclosure Order, so that it can enforce its Indemnity Judgment against the assets of Madame Crociani, but this is not just a private matter in that her contempt raises a matter of public interest, as explained in this passage from the 4<sup>th</sup> edition of *Law of Contempt*, by Borrie and Lowe at paragraph 6.3:

***"However, the underlying object of this aspect of contempt law is to protect the public interest, namely, that every court must have the means of enforcing its own orders.*** In this respect such proceedings act as the guardian of public interest and enforce the supremacy of the law. As one Canadian judge put it:-

***'To allow court orders to be disobeyed would be to tread the road toward anarchy.*** If orders of the court can be treated with disrespect, the whole administration of justice is brought into scorn .... if the remedies that the courts grant to correct ... wrongs can be ignored, then there will be nothing left for each person but to take the law into his own hands. Loss of respect for the courts will quickly result in the destruction of our society.'

***And as Cameron JA in a recent South African decision said:***

***‘In the hands of a private party, the application for committal for contempt is a peculiar amalgam, for it is a civil proceeding that invokes a criminal sanction or its threat. And while the litigant seeking enforcement has a manifest private interest in securing compliance, the court grants enforcement also because of the broader public interest in obedience to its orders, since disregard sullies the authority of the courts and detracts from the rule of law.’***

***Further, in Videotron Ltée v Industries Microtec Produits Electroniques Inc, the majority of the Supreme Court of Canada held that the penalty for contempt of court, even when used to enforce a purely private order, inevitably involves an element of public law, because respect for the role and authority of the courts, one of the foundations of the rule of law, is always at issue.”***

77 As to the amount of a fine, paragraph 6.60 of *Law of Contempt* gives this commentary:

***“In assessing the amount of the fine, it has been held that account must be made of the damage done to the public interest in addition to the seriousness of the contempt. As Megaw P said in Re Agreement of Mileage Conference Group of Tyre Manufacturer's Conference Ltd.***

***‘where the injunction or undertaking is given in litigation between the registrar [of Restrictive Trading Agreements], as representing the public interest, and an individual or a company, the court, in imposing a financial penalty, may take into account, in addition to other factors, the injury to the public interest which must be deemed to be involved in the breach.’***

***In this regard the length and nature of defiance will be taken into account .***

***Another factor is the means of the contemnor since any fine has to bear some relation to the individual's, company's or trade union's assets.***

Accordingly, evidence ought ideally to be given of the contemnor's assets. In this regard note might also be taken of whether the company named in the motion is a subsidiary company of a larger holding company or part of a large group of companies. In this regard where the contemnor is likely to be unable to pay the fine the court will be reluctant to impose a custodial sentence instead .

***Mitigating factors include contrition and, in the case of companies or trade unions, the existence of corporate compliance procedures .***

***In cases involving large companies and trade unions where there is a considerable public interest in enforcing such judgments or orders, breaches of orders, undertakings etc. have been treated very seriously. As Buckley J said in the Matter of Agreements Relating to the Supply of Ready Mixed Concrete:***

***'Fines should not be regarded as token gestures by the public or by those whose primary task is to maximise turnover and profit.'***

***In that case record fines totalling in excess of \$6.5 million were imposed on a number of companies found to be operating restrictive trading agreements in blatant disregard of rulings by the Restrictive Practices Court.*** The highest individual fines in that case were in the case of Pioneer Mixconcrete, £2,225,000 and in the case of Tarmac, £1,500,000 .

***These fines, as the court was well aware, were considerably in excess of previous levels and it may be that they in part reflect the peculiarity of the enforcement process under the Restrictive Trade Practices legislation, namely that it relies solely upon the contempt power.*** Nevertheless, not inconsiderable fines have been imposed upon trade unions, ranging in recent times from £525,000 to £4,000 .

***Of course, the level of fines imposed upon individuals is much lower than that imposed on companies or on unions, and, in the case of labour injunction cases fines have ranged from £10,000 to £350, the latter being imposed on Mr Geraghty, secretary of the Fleet Street Press Bench of the EETPU (Electrical, Electronic, Telecommunications and Plumbing Union) for his much publicised contempt."***

78 The Court was also referred to this passage from Contempt by *Arlidge, Eady & Smith* 5<sup>th</sup> Edition 2017 at paragraph 14–118:

***"14–118 It has long been established that the courts may impose fines for criminal contempt, either with or without sentences of imprisonment.*** At one time, it was not the practice to impose a fine in civil courts because the object of punishing contempt in such circumstances was regarded at least in part as coercive. It is now recognised that a contemnor may be fined for a breach of a court order, at least where committed in contumacious circumstances. As with any other fine, the means of the contemnor will need to be taken into account. Where there is a reluctance to provide the necessary information, it may be appropriate for the court to make a realistic estimate. The means of each contemnor must be considered individually and fines should not be imposed on a joint and several basis. There is no limit upon the amount of a fine which a superior court can impose. In *Att Gen v Harkins and Liddle* ***breaches of court orders made in Venables and Thompson v News Group Newspapers Ltd were said to be so serious that a financial penalty would have been 'wholly inappropriate to the gravity of the offending'.*** The court imposed a sentence of nine months imprisonment, suspended for 15 months."

79 Advocate Redgrave was asked to carry out some further research into fines imposed for contempt in other jurisdictions and he informed us that whilst they are predominantly in the



context of criminal contempts involving imprisonment, he had identified a number of English cases involving breaches of civil orders where fines were imposed in circumstances that could be said to be broadly comparable to the case before us. He observed that they largely involved relatively short breaches that had been rectified, the breaches were not always prejudicial, and the defendants do not appear to have been exceptionally wealthy, although few of the cases touch in detail upon the contemnor's means. It would also appear following the observation in *Contempt* above that when a contempt of court violation is regarded as particularly serious, punishment tends to switch from a fine to a custodial sentence, which he said may explain why the fines in the examples are not particularly high.

- 80 The case of *Revenue and Customs Commissioners v Malde* [2019] EWHC 3254 (Ch) involved breaches of a freezing injunction and a disclosure order. The court found that it was likely that the threat of prison had taught the defendant a salutary lesson, and his admissions suggested that there was no serious risk of him re-offending. Given that he was a first-time offender who had acted recklessly rather than deliberately, a custodial sentence would be disproportionate. The only alternative was a fine. The defendant had submitted that a fine of less than £10,000 would be appropriate, but that was unrealistic: such a sum would not reflect the seriousness of the breaches, would not bring home the court's strong disapproval of its orders not being complied with, and would not be in line with comparable cases. Given that the defendant had assets of over £9 million and the breaches all involved sums that were considerably more than £10,000 a four-figure fine would merely be a slap on the wrist. A fine of £100,000 was appropriate.
- 81 The case of *Absolute Living Developments Ltd (in Liquidation) v DS7 Ltd* [2018] EWHC 1717 (Ch) concerned a failure to comply with a freezing order. The court noted that imprisonment was always a last resort. A substantial fine was appropriate here because: (i) there was no on-going breach; (ii) the breaches, whilst serious, fell short of being contumelious, although they were more than technical; (iii) the breaches did not prejudice the claimant, and (iv) there was some evidence regarding the defendant's health. The defendant, whose means were not addressed in the case, was ordered to pay the sum of £100,000.
- 82 In *Aspinall's Club Ltd v Lim* [2019] EWHC 2379 (QB) an individual was in contempt of court after he breached three disclosure requirements in a freezing injunction and dealt with his assets without the court's permission. There was no discussion of the defendant's means although he was described as a successful businessman and was in breach of a freezing order to the value of £2.5 million. However, the custody threshold was not passed. A £100,000 fine was imposed, parts of which could be lifted if he remedied the breaches by a specified date.
- 83 *Taylor Made Golf Company Inc v Rata & Rata* [1996] FSR 528 involved non-compliance with an Anton Pillar order – the fine was set at £75,000 to reflect the seriousness of the breach. Laddie J noted that imprisonment would be likely should further breaches occur. Quoting from his judgment:



**“During the course of this application it seemed to me that the penny was beginning to drop as far as these defendants were concerned.** I think that they probably now realise the threat of imprisonment is real and that if they breach a court order in the future they probably can expect no mercy. For the moment, it is therefore not necessary for me to impose any custodial sentence but, on the other hand, the breach here was so serious that it must be reflected in a significant financial penalty on the partnership .

**I have this difficulty when coming to decide the size of any penalty, that the defendants have failed to produce any details of their business.** I have no bank statements and no partnership accounts. All I have is their own evidence that they are in a substantial way of business as set out in Mr Raymond Rata's affidavit. I also know, as I have indicated already, that they have 42 shops and sell large numbers of heads and shafts. Mr Raymond Rata said to me, towards the end of this hearing, that they are in the process of selling two of those for the purpose of raising some funds so as to meet the costs which they anticipate they may have to pay to the plaintiffs who have been successful on this application .

**It is therefore difficult for me to see precisely where the upper limit should be of a suitable fine to impose upon the defendants.** Nevertheless, it seems to me that this is a case where the seriousness of the contempt is such that it would be appropriate for me to order the defendants to pay a fine of £75,000.”

84 In *Actial Farmaceutica Lda v De Simone* [\[2015\] EWHC 2831 \(Ch\)](#) the defendant was fined €50,000 for his persistent, continued and contumacious failure to comply with a court order over a two-month period. Factors taken into account in arriving at that penalty included his attempts to renegotiate the terms of the order with the other side despite being in breach, his arrogant insistence that matters should be dealt with in his way or not at all, and the deliberate and persistent nature of his non-compliance. He seemed to consider that the order was something that he could disregard if he was dissatisfied with it. There was no suggestion that the defendant was particularly wealthy.

85 Although *R v Patel (Kalpesh)* [\[2017\] 5 WLUK 647](#) and [\[2017\] EWCA Crim 820](#) was a criminal case, it gives a useful insight into how the court viewed the proportionality of the fine. It involved a wealthy businessman who was found to have wilfully failed to comply with certain court orders (in force before and throughout a criminal trial in which the defendant was accused but acquitted of fraud and money laundering) to disclose details of his assets to the Crown. In dismissing the defendant's appeal against the length of committal for contempt, the Court of Appeal found that the fine, which it said might be regarded as high by some standards, was not so when put into context of the defendant's wealth (the fine was 1/60<sup>th</sup> of his asserted net worth, or 1/600<sup>th</sup> if the true figure was the one he gave the jury at trial). The fine imposed was £330,000 together with 12 months' imprisonment.

86 The case before us is one in which a custodial sentence would, in our view, be justified in view of the seriousness of the contempt, but BNP have made it clear that, whilst it was always a matter for the Court, it did not press for this contempt to be sanctioned by a custodial sentence, its concern being to obtain information about the assets of Madame Crociani so that it can enforce the Indemnity Judgment. The Court had given Camilla notice that it had in mind the imposition of a substantial fine, not a custodial sentence, and she came into the jurisdiction to attend the hearing in that knowledge. The submissions of the parties were made on that basis and fairness dictates, therefore, that her contempt be sanctioned by a fine not by a custodial sentence.

87 In that context we draw from the above the following propositions:

- (i) That there is no principle that a contempt committed in contumacious circumstances must always be sanctioned by imprisonment. The sanction to be imposed is a matter for the Court in the circumstances of the particular case and such a contempt can be met with a fine.
- (ii) That there is no limit on the extent of a fine that the Court can impose.
- (iii) That the amount of the fine must reflect the seriousness of the contempt and must bring home to the contemnor the Court's strong disapproval of orders not being complied with.
- (iv) That the level of fines in the cases to which we have been referred are in no way binding upon this Court and do not establish any kind of range within which such fines should be placed. There is no guideline case in this respect, nor could there be given the very varied circumstances in which contempt proceedings take place.
- (v) That the means of the contemnor must be taken into account and when information on that has not been forthcoming, the Court may make a realistic estimate. The reference in *Law of Contempt* to fines on individuals being less than those imposed upon companies is in the ordinary case reflective of the difference in their respective means.

88 As the Court said in the Contempt Judgment at paragraph 60, we regard Camilla's contempt as serious. Whilst BNP had been found liable for a breach of trust, jointly and severally with Madame Crociani and Mr Footse, all of the assets estimated at some US\$132 million that were the subject of that breach of trust have been transferred ultimately to Madame Crociani, so that she alone has benefited from this breach. Her counterclaims against BNP in the substantive action were dismissed (paragraph 47 of the Substantive Judgment) and she was ordered to indemnify BNP for the amount it would have to pay out under the judgment, Mr Footse having been exonerated. BNP has to date paid out some US\$115 million in compensation and more in costs, whilst Madame Crociani continues to enjoy the benefit of the assets wrongfully received by her, assisted in our view by Camilla.

- 89 Although BNP's efforts to enforce against the assets of Madame Crociani continue, they have led to date to its finding of the artworks in both Miami and Switzerland in proceedings which are being resisted by Camilla, the Nettuno Trust and the Apollo Trust. BNP attributes this directly to the actions of Madame Crociani and Camilla to conceal the former's assets.
- 90 As the Court found in the Contempt Judgment, Camilla did not make any disclosure at all under the December 2018 Disclosure Order from 25<sup>th</sup> January 2019 to 19<sup>th</sup> June 2019. Thereafter the fifth and sixth affidavits (the latter being filed during the proceedings) did not discharge her obligations for the reasons set out in the Contempt Judgment. In the February 2020 Judgment, she was given a further 49 days in which to comply with the December 2018 Disclosure Order, and we have found that by her seventh affidavit she has not done so. She has been in contempt therefore for the best part of two years. She has not purged her contempt and in our view, is deliberately withholding information from BNP about the assets of her mother.
- 91 In the February 2020 Judgment at paragraph 7, the Court warned Camilla that if the contempt continued, it was thinking in terms of a fine of millions, bearing in mind the Court's understanding of her means. Despite that express warning, she filed no evidence about her means. In response to a question from the Court, she said that she was not in a position to pay a substantial fine of this kind. She said the fight had cost her every penny. She had lawyers to pay all over the world and was now herself subject to a world-wide freezing order. Her paintings in Switzerland had been attached and could not be sold. There was no revenue within the Croci Group following the sale of Vitrociset and it was now “*all debts*”. She was living off her husband.
- 92 We do not accept this response in the light of the information before the Court:
- (i) In terms of the Croci Group, the Court said this at paragraph 398 of the Substantive Judgment:
- “398 Croci NV owned all of the numerous prestigious family properties, the yacht, and the jewel in the crown, Ciset.*** The cash generating potential of Ciset and its subsidiary Vitrociset is illustrated by the fact that between 2004 and 2007 Vitrociset generated dividends of some €108 million, which were used inter alia to acquire an additional apartment in Rome, a villa in Cortina, a villa in Rome, a villa in Circeo, land and a hotel in Sardinia and an additional apartment in Monaco.”
- Camilla described the properties held in the Croci group as “*some houses*” but it seems clear that they are prestigious properties.
- (ii) In December 2011, Camilla (possibly with another investor who we understand from Camilla's evidence she has since bought out) acquired Croci BV, and the group of companies beneath it, from Croci NV (owned by Madame Crociani) for €44.9 million. That is confirmed in that the proceeds came to BNP on 20<sup>th</sup> December 2011

and were soon dispersed away (paragraph 444 of the Substantive Judgment). Only a person of very substantial means could be involved in the funding of such an acquisition.

(iii) In 2015 and 2016, Camilla says she purchased artworks from her mother for a total of some US\$13.9 million. It is only a person of very substantial means that can afford to expend such sums on artwork.

(iv) Vitrociset was sold in February 2019 for €42 million, although we accept that €21 million was paid to Appleby Mauritius in order to settle the claim over the promissory note.

(v) She tells us that she runs a family office in Monaco, employing Mr Ranalli, to look after her affairs and has spent €35 million on legal fees. Again, only a person of very substantial wealth would fund a family office and could expend such sums on legal fees.

(vi) She is now the tenant of the apartment in Monaco, which provides accommodation for her and her family and Madame Crociani at the cost of €410,000 per annum. We note from the translation of the Curacao judgment of 17<sup>th</sup> February 2020 that the Court said this at paragraph 4.28:

***“... Only several weeks after the WWFDO, Madame and Camilla made new arrangements concerning the lease of the apartments in Monaco and Paris. The result of these arrangements was undisputedly that one would no longer assume the household effects of the apartments to be (co)-owned by Madame. On balance, BNP's recovery position has consequently deteriorated. This does not alter the fact that BNP can attempt in court to prove that the household effects are owned by Madame. A weaker evidence position (consequently with a greater evidence risk) is also a form of prejudice. It is irrelevant whether or not these actions have led to loss for BNP. Important is in this case that Camilla apparently did not see a reason for reticence in the judgments of September 11, 2017, which in the Court's opinion demonstrates that Camilla also was aware of Madame's true intentions earlier.”***

(vii) According to an article in the Curacao Chronicle of 19<sup>th</sup> November 2019, she has established a charitable foundation to support projects in Curacao that improve the environment, holding a press conference to make the plans of the foundation public.

(viii) Judging by her media posts, she lives a lavish lifestyle and travels extensively.

(ix) She has recently featured prominently in the BBC documentary “*Inside Monaco: Playground of the Super Rich*”.

about Camilla's inability to pay a substantial fine. If she wished to seriously assert her lack of means, then it was incumbent upon her to file an affidavit of means upon which she could have been cross-examined. She has not done so, knowing since February 2020 what the Court had in mind.

94 The Court found in the substantive proceedings that Camilla had benefited to some extent from the funds appointed out of the Grand trust (paragraph 687 of the Substantive Judgment). We observe that Madame Crociani not only received the portfolio from the Grand Trust comprising some US\$100 million (and artwork), but according to the evidence of Camilla, she has since received:

(i) The sale proceeds of the Croci Group of €44.9 million, and

(ii) The sale proceeds of the paintings purchased by Camilla of some US\$13.9 million.

95 In addition, she would still appear to be holding the remaining eleven paintings which have not been accounted for including the Gauguin.

96 Although Camilla, to the best of our knowledge, is a person of good character in the sense that she has no convictions, in our view, this is a flagrant contempt on her part involving repeated breaches of the December 2018 Disclosure Order from January 2019 for which she shows no remorse. Furthermore, she has been fully warned of the consequences.

97 In our view, Camilla is a person of substantial wealth who is openly defying the orders of this Court and there is a strong public interest in upholding respect for the role and authority of the Court. Any fine imposed for a flagrant contempt of court of this kind must be meaningful and for a person of the wealth of Camilla, to be meaningful it must be substantial.

98 In our view, the appropriate sanction for this contempt is a fine in the sum of £2 million, together with a punitive costs order namely an order that she indemnify BNP for all of its costs of and incidental to these contempt proceedings from after the 25<sup>th</sup> February 2020 hearing to date (costs orders for the 25<sup>th</sup> February 2020 and earlier hearings having already been made). We will allow two months for the fine to be paid and in default of payment Camilla will serve a term of imprisonment of twelve months.