**APPROVED** **[2023] IEHC 416**

**THE HIGH COURT**

**Record No.: 2023/2546 P**

**Between:**

**STEPHEN MAHON**

**Plaintiff**

**-AND-**

**YERONGA LIMITED, TRINITY HOMES LIMITED, PROJECT TRINITY HOMES LIMITED, PROJECT TRINITY HOMES 2 LIMITED, PIERRE MARC LECOMPTE and GOREY HILL DEVELOPMENT LIMITED**

**Defendants**

**EX TEMPORE JUDGMENT of Mr. Justice Rory Mulcahy delivered on the 14th day of July 2023**

## Introduction

1. This is the Plaintiff's application for an injunction to restrain the Defendants from dealing in any way with the proceeds of sale of a property known as Trinity Haus, Quarry Lands, Dunboyne, Co. Meath ("**the Property**") which was sold by the first Defendant.

2. More accurately, the Plaintiff seeks to restrain the first Defendant from dealing with any proceeds of sale over and above the portion of the proceeds to which he accepts the first Defendant is entitled. For reasons I will explain later, the Plaintiff calculates this sum as being in or about €96,000.

NO REDACTION REQUIRED

3. The sale of the property and the Plaintiff's interest in it arose in the following circumstances. The Plaintiff had been director of the first and second Defendants, the first Defendant being a wholly owned subsidiary of the second. Those two companies were engaged in property development, in particular social and affordable housing on behalf of local authorities.

4. The third and fourth Defendants were investors in the company. They were special purpose vehicles (SPVs) incorporated for the purpose of allowing wealthy foreign nationals to make investments in the State pursuant to the Immigrant Investor Programme (IIP). The IIP provided a pathway for non-EEA nationals to secure an immigration permission in the State on the basis of certain long-term investments within the State, the investments were required to be made in community facilities, including social housing. The IIP closed in February 2023.

5. For completeness, the fifth Defendant is a director of the third and fourth Defendant and seems to have been involved in facilitating the investment by the foreign investors. The sixth Defendant is, like the first Defendant, a wholly owned subsidiary of the second Defendant.

6. The first and second Defendant ("**the Companies**") ran in to financial difficulties and, as a consequence, entered a joint examinership process, which was successful. By Order of the Circuit Court dated 18 February 2022, that Court confirmed the proposed scheme of arrangement prepared by the joint examiners. On foot of that scheme of arrangement, the secured creditors of those companies, being the third and fourth Defendants and certain of the investors therein, became the sole shareholders in the first and second Defendant. They converted €3 million of their secured debt in the companies to equity and invested further sums of money at favourable rates.

7. The Plaintiff's shareholding in the companies was extinguished and he was required to resign as a director and employee.

8. The Companies maintained claims against the Plaintiff, including in relation to an acknowledged breach of s. 117 of the Companies Act 2014. Likewise, the Plaintiff

maintained claims against the Defendants regarding the repayment of director's loans and the manner in which outstanding loans had been called in.

9. Following what were described by both parties as "fraught" negotiations, during which both parties were legally represented, the parties executed a settlement agreement ("**the Settlement Agreement**") dated 11 February 2022.

10. The key term of the Settlement Agreement, for present purposes, relates to the sale of the Property.

11. The Property was owned, and apparently paid for, by the first Defendant, but it is not disputed that the Plaintiff had lived in it with his family since 2016. By the Settlement Agreement, the parties agreed as follows:

> "2. Sale of Property
>
> a. In consideration of the various provisions of this settlement agreement and obligations on the part of SM, Yeronga agrees to place the Property on the market for sale, on the advice of Sherry Fitzgerald Sherry Estate Agents of Fingal House, Main St, Grange End, Dunshaughlin, Co. Meath and to sell the Property for the best reasonably achievable open market price. In this regard, Yeronga shall be bound by the reasonable considered advices of said estate agents.
> b. Under no circumstances shall the property be sold at a price of less than €500,000 (five hundred thousand euros).
> c. Yeronga's solicitors shall have carriage of sale of the property.
> d. Subject to Yeronga retaining the first €200,000 (two hundred thousand euros) of the net sales proceeds, the balance of net sales proceeds shall be paid to SM. this payment shall take place no later than 14 days after completion ("the long stop date).
> e. SM shall be responsible for any tax or related obligations arising from the payment to him of the aforementioned portion of the net sales proceeds.

12. The Settlement Agreement also provided that the Plaintiff could remain in occupation of the property at a rent of €1000 per month, he was required to cooperate in the sale of the property and in no way to obstruct the delivery of vacant possession.

13. It appears that in late 2022 a sale of the property had been agreed at a price in the region of €810,000. However, a fire which occurred at the property in December 2022 caused this sale to fall through.

14. In March 2023, the Plaintiff was advised by the Defendants' auctioneers that the sale of the property had completed. The Plaintiff subsequently discovered through his solicitors' investigation of the property price register that the sale price for the property was €500,000. Following correspondence between the Plaintiff's solicitors and solicitors for the Defendants, the Plaintiff also learned that the Defendants had received a payment on foot of an insurance policy in light of the fire in the property. It emerged during the course of the exchange of affidavits in this application that the sum paid, net of costs, was €231,399.

15. It is the sale proceeds together with the proceeds of the insurance claim which are the subject matter of this application.

16. Before addressing the exchanges between solicitors immediately preceding this injunction application it is necessary to refer to an Order made in family law proceedings between the Plaintiff and his estranged wife.

17. It appears that the Plaintiff's wife obtained an Order restraining the first defendant's solicitors, Clark Hill, from in any way disposing of, transferring out of the jurisdiction or otherwise dealing with any monies in respect of the disposal of the property ("**the Family Law Order**"). I will return to the significance of that Order below.

18. On 17 May 2023, the solicitors for the Plaintiff wrote to the solicitors for the Defendants noting the sale of the property, and the fact that they had not been advised of same. They also raised queries in relation to the insurance payment which had been made in respect of the damage to the property caused by the fire. Further, they noted the

existence of the Family Law Order. The letter sought confirmation that all money is derived from the sale of the property, including the insurance proceeds, had been retained on trust by the Defendants on behalf of the Plaintiff. Injunction proceedings were threatened.

19. The Defendants' solicitors replied by letter dated 19 May 2023 in which they confirmed the sale price of the property but did not say anything about the proceeds of the insurance claim and said that the threat of an injunction was baseless in circumstances where the Family Law Order remained in place. The letter did not refer to the Defendants' efforts to have the Family Law Order varied.

20. The Plaintiff's solicitors replied the same day raising further queries in relation to the proceeds of the insurance claim and again threatened injunction proceedings to prevent any monies being dissipated.

21. The Defendants' solicitors replied on 22 May 2023 stating that the insurance proceeds had not been addressed in circumstances where they were not the subject of the Settlement Agreement. It was also suggested for the first time that the Plaintiff had breached the Settlement Agreement in a number of respects, including by a failure to vacate the property when called on to do so, but also in respect of his activities when in control of the companies. The Defendants' solicitors elaborated on these alleged breaches by further letter dated 24 May 2023.

22. The Plaintiff's solicitors replied on 25 May 2023 denying all wrongdoing. The letter noted that the Defendants had applied to vary the Family Law Order made and advised they were finalising their injunction proceedings.

23. The Plaintiff issued the within proceedings on 30 May 2023 and sought and obtained an interim injunction on an *ex parte* basis, restraining the Defendants from removing disposing or otherwise transferring out of the jurisdiction or otherwise dealing with the insurance proceeds described above.

24. In this interlocutory application, the Plaintiff seeks a continuation of that injunction and an injunction in similar terms restraining the Defendants from dealing with a portion of the proceeds of sale.

25. In this regard, the Plaintiff accepts that the Defendants are entitled to €200,000 from the proceeds of sale. However, it emerged in the exchange of affidavits that the Defendants had already spent some €103,397.10 of the proceeds of the insurance claim prior to being notified of the interim injunction. As a consequence, the Plaintiff now seeks to restrain the Defendant from dealing with all but €96,602.90 of the proceeds of sale.

**Principles**

26. In this application, the Plaintiff says that he is seeking either a proprietary injunction or a *Mareva* injunction.

27. The principles concerning the grant of an injunction are well understood and have recently been stated in **Merck, Sharp & Dohme Corporation v Clonmel Healthcare Limited [2019] IESC 65, [2020] 2 IR 1**, where the Supreme Court set out a series of steps which might be of assistance in deciding whether an injunction should be granted:

> *"(1) First, the court should consider whether, if the plaintiff succeeded at the trial, a permanent injunction might be granted. If not, then it is extremely unlikely that an interlocutory injunction seeking the same relief upon ending the trial could be granted;*
>
> *(2) The court should then consider if it has been established that there is a fair question to be tried, which may also involve a consideration of whether the case will probably go to trial. In many cases, the straightforward application of the* American Cyanimid *and* Campus Oil *approach will yield the correct outcome. However, the qualification of that approach should be kept in mind. Even then, if the claim is of a nature that could be tried, the court, in considering the balance of convenience or balance of justice, should do so with an awareness that cases may not go to trial, and that the presence or absence of an injunction may be a significant tactical benefit;*
>
> *(3) If there is a fair issue to be tried (and it probably will be tried), the court should consider how best the matter should be arranged pending the trial, which involves a consideration of the balance of convenience and the balance of justice;*
>
> *(4) The most important element in that balance is, in most cases, the question of adequacy of damages;*

*(5) In commercial cases where breach of contract is claimed, courts should be robustly sceptical of a claim that damages are not an adequate remedy;*

*(6) Nevertheless, difficulty in assessing damages may be a factor which can be taken account of and lead to the grant of an interlocutory injunction, particularly where the difficulty in calculation and assessment makes it more likely that any damages awarded will not be a precise and perfect remedy. In such cases, it may be just and convenient to grant an interlocutory injunction, even though damages are an available remedy at trial.*

*(7) While the adequacy of damages is the most important component of any assessment of the balance of convenience or balance of justice, a number of other factors may come into play and may properly be considered and weighed in the balance in considering how matters are to be held most fairly pending a trial, and recognising the possibility that there may be no trial;*

*(8) While a structured approach facilitates analysis and, if necessary, review, any application should be approached with a recognition of the essential flexibility of the remedy and the fundamental objective in seeking to minimise injustice, in circumstances where the legal rights of the parties have yet to be determined."*

28. Different considerations apply, however, in respect of a so-called *Mareva* injunction. A *Mareva* injunction is an ancillary order sought in aid of the relief in the proceedings. Typically, it involves seeking an order freezing assets to prevent them being dissipated in advance of the issues in proceedings being determined. The purpose of a *Mareva* injunction is described by Kirwan in Injunctions: Law & Practice (3rd ed., 2020) at 8.04:

*"A summary which has repeatedly commended itself to the English courts was set out by Chadwick P., sitting as a judge of the Court of Appeal in the Cayman Islands, in* Algosaibi v Saad Investments Company Ltd. *Identifying the basis upon which a court exercises the* Mareva *jurisdiction, he explained that:*

*'It is to ensure that the effective enforcement of its judgment (when obtained) is not frustrated by the dissipation of assets which would be available to the claimant in satisfaction of that judgment. It is trite law that the jurisdiction is not exercised in order to provide the claimant with a security for his claim which he may otherwise have. But, as it seems to me, it is equally plain, as a matter of principle, that the jurisdiction is not exercised in order to give the claimant recourse to assets which would not otherwise be available to satisfy the judgment which he may obtain. The court needs to be satisfied of two matters*

> *before granting Mareva relief. First, that there is good reason to suppose that the assets in relation to which a freezing order is imposed would become available to satisfy the judgment which the claimant seeks; and, second, that there is good reason to suppose that, absent such relief, there is a real risk that those assets will be dissipated or otherwise put beyond the reach of the claimant.'"*

29. Therefore, in addition to showing an arguable case, an applicant for a *Mareva* injunction must show the existence of assets which can be made the subject of the injunction and evidence of an intention to dissipate those assets for the purpose of preventing the Plaintiff recovering damages (see **O'Mahony v Horgan [1995] 2 IR 411**).

30. As the Plaintiff points out, unlike the case of an 'ordinary' injunction, the adequacy of damages as a remedy is no answer to a claim for a *Mareva* injunction since the premise of granting such relief is that, if not granted, insufficient assets will remain available to satisfy any award of damages.

**Fair issue to be tried/arguable case**

31. Although not seriously disputed by the Defendants, it is clear in my view that the Plaintiff has established a fair issue to be tried or an arguable case. He has a *prima facie* entitlement to a portion of the proceeds of sale, subject to any defence or right of set off the Defendants may have arising out of their own claim for breach of the Settlement Agreement.

32. In addition, it seems to me that he has raised a fair issue regarding his interest in the proceeds of the insurance claim.

33. It is worth considering what seems to have actually occurred here. Just prior to the fire which damaged the Property, there was an agreed sale price of €810,000. This is the Plaintiff's figure but does not seem to be disputed. Had that sale completed, the Plaintiff would have been entitled to €610,000 minus certain costs and the Defendants' entitlement would have been €200,000. However, following the fire, the Defendants collected on the policy of insurance, receiving approximately €240,000 and sold the property for €500,000. As a consequence, the Plaintiff's entitlement – leaving aside all other issues – is, on the Defendants' case, now only €300,000 whereas the Defendants have received €440,000.

34. Since the Defendant acknowledges that they retained the insurance proceeds, it seems clear – although this was never expressly acknowledged by them – that they sold the house without applying the insurance proceeds to repair the house, which one might readily suppose was the cause of the greatly reduced sale price for the house.

35. Put otherwise, by retaining the insurance proceeds for their own benefit, the Defendants have extracted €240,000 from the value of the Property which, but for the fire, would have gone to the Plaintiff.

36. It may be, as the Defendants claim, that this is simply the consequence of how the Settlement Agreement was drafted, but it seems to me that the Plaintiff has identified a fair issue to be tried as to whether the insurance funds are held in trust for him or that this constitutes unjust enrichment by the Defendants, or, perhaps more straightforwardly, that the sale by the Defendants of the Property without applying the insurance funds to repair it first was a breach by the Defendants of their contractual obligation to sell the Property at the best reasonably achievable open market price.

37. In any event, the first requirement for the grant of an injunction is clearly met.

**Balance of Justice**

38. *Per* **Merck, Sharp & Dohme Corporation**, the Court is required to consider the adequacy of damages as an element, albeit the most important element, of the balance of convenience or balance of justice.

39. The Plaintiff argues that damages are not an adequate remedy because of his proprietary interest in the sums claimed in circumstances where they are the proceeds of his family home. Leaving aside that there is a dispute regarding whether the Property was his family home, it does not seem to me that this creates a proprietary claim in the monies the subject of this application, although I acknowledge that if some portion of the sums are found to have been held on trust for the Plaintiff, this might amount to a proprietary claim. I note, for completeness, that there is no claim for breach of trust in the Plaintiff's plenary summons.

40. Even if there were such a claim, damages would remain an adequate remedy. All that the Plaintiff seeks in these proceedings is the payment of money. It is self-evident, therefore, that damages are an adequate remedy – it is the very remedy being sought. The Plaintiff's real complaint is that the Defendants will not be a 'mark' for damages in the event that he is successful in these proceedings, *i.e.* he wants security for his claim. However, unless the Plaintiff is able to engage the exceptional jurisdiction represented by the *Mareva* injunction, an injunction does not lie to protect even the most meritorious of plaintiffs in this way.

41. Has, therefore, the Plaintiff established that there is a risk of the Defendants dissipating their assets for the purpose of avoiding any judgment? The Plaintiff correctly argues that there will rarely be direct evidence of such an intention and so it may be inferred from all the circumstances. The very point was made by Clarke J (as he then was) in **Hughes v. Hitachi Koki Imaging Solutions Europe [2006] IEHC 233** at paragraph 3.6:

> *"[…] While all of the above cases were concerned with circumstances where the court was invited to infer from the nature of the contended for cause of action that there was a real risk that assets might be placed beyond the jurisdiction of the court, those cases are, in my view, nonetheless examples of a more general consideration. […] it will rarely be possible to produce direct evidence of the intention of a defendant against whom a mareva injunction is sought. The "requisite intention" will, therefore, in most cases, have to be established by inference from other facts. It will, therefore, in some cases be appropriate to infer the intention of the defendant concerned from what can be established about the way he has, or intends to, deal with his assets."*

42. In this regard, the Plaintiff relies on a number of factors including the alleged unconscionable conduct of the Defendants, the fact that the first Defendant – the owner of the Property and therefore, presumably, the funds – has no other valuable assets in the State, that it is owned, ultimately, by foreign investors whose only object is to recover their investment and that some of the monies have already been dissipated.

43. As regards the Defendants' alleged unconscionable conduct, the Plaintiff points to the sale of the property at an undervalue and the retention of the insurance proceeds, the failure to advise him about the sale or to answer queries about the insurance claim. He

also argues that the belated claims of alleged breaches of the Settlement Agreement, made only after injunction proceedings were threatened by him, illustrates bad faith. He also points to the Defendants' repeated attempts to have the Family Law Order varied as evidencing an urgent requirement for the funds, suggestive of dissipation.

44. There may be some merit to his criticism of the Defendants' failure to advise him of the circumstances surrounding the sale of the Property and failure to answer queries about the insurance proceeds, and the timing of the Defendants' complaints in relation to the Plaintiff's alleged breach of the Settlement Agreement is perhaps surprising. Be that as it may, in my view, this falls far short of the type of unconscionable conduct which might justify an inference that the Defendants intend to dissipate their assets for the purpose of avoiding a judgment.

45. Similarly, the fact the Companies are ultimately owned and controlled by foreign investors is not sufficient for the grant of a *Mareva* injunction even if, as the Plaintiff argues, the particular investment scheme under which they originally invested, the IIP, is no longer operating.

46. Nor do the Defendants' actions in relation to the Family Law Order give rise to such an inference. Their attempts to vary the freezing order made in the family law proceedings merely evidences an urgent desire to access the funds, no doubt with the intention of using them. That is not sufficient to warrant a *Mareva* injunction. The Court must be able to infer that the intention is to use them other than in the ordinary course of business, in order to avoid a judgment. I do not think such an inference can be drawn in this case.

47. Central to the Plaintiff's argument regarding the need for a *Mareva* injunction is his contention that the proceeds of sale from the Property (including the insurance proceeds) are the only asset which the first Defendant has in the jurisdiction and that its only function was to hold that asset. On the evidence available at the interlocutory stage, this is clearly incorrect. The first Defendant is also the owner of a development site, Berryfields, Ferns, Co. Wexford, a fact which, although known to the Plaintiff, was not disclosed at the application for the *ex parte* injunction. The first Defendant constructed 45 units on the site, possibly some time ago and planning permission is in place to develop 19 more. A valuation report exhibited by the Defendants, dated 9 September

2022, places a value on the site of €570,000. The Plaintiff now claims that the site has a nil value and seeks to explain his failure to disclose it by reason of his valuation. However, it is clear that this is an asset, owned by the first Defendant which is not capable of ready dissipation and which I cannot, on the basis of the Defendants' evidence, accept has no value for the purpose of determining this interlocutory application.

48. The other matters identified by the Plaintiff, such as inter-company loans between the Defendants, are matters which clearly formed a feature of the business dealings of the Defendants as a group of companies prior to any issue of the Plaintiff's claim in these proceedings arising. The fact that some of the first Defendant's money from the insurance proceeds seems to have been used for the benefit of other Defendant does not therefore evidence an intention to dissipate. The Defendants point out, correctly in my view, that the very fact that the insurance proceeds had not all been dissipated by the time of the interim injunction on 30 May 2023, notwithstanding that the threat of an injunction had been flagged in correspondence dated 17 May 2023 tends to suggest that there is no intention to dissipate the assets for the purpose of avoiding any judgment made in favour of the Plaintiff.

49. In all the circumstances, the Plaintiff has not satisfied the requirements for obtaining a *Mareva* injunction.

50. In circumstances where I have concluded that the Plaintiff is not entitled to a *Mareva* injunction, it remains to consider whether, notwithstanding my conclusion that damages are an adequate remedy, the balance of convenience, favours granting the injunction. I am satisfied that it does not. As noted in **Merck, Sharp & Dohme Corporation**, the adequacy of damages is the most important factor in weighing the balance of justice. Where damages will be an adequate remedy if a Plaintiff is successful at a substantive hearing, it would require something weighty in order to justify the grant of an injunction pending trial. In this regard, I am satisfied that there are no such weighty factors.

51. Firstly, the Plaintiff seeks to contrast his impecunious position compared with that of the Defendants. The grant of the Orders sought would not address his current financial difficulties – it would merely freeze the assets pending a decision at a full hearing.

52. Secondly, having regard to that very impecuniosity, the Plaintiff's undertaking in damages must be considered of limited value. It does not seem to me, however, that an impecunious Plaintiff should be shut out from protection altogether, however, this is not a factor upon which I would place significant weight had the grant of an injunction otherwise been merited. As Allen J put it in **Sammon v Tyrell and Everyday Finance DAC [2021] IEHC 6** (at paragraph 60), when considering whether to grant a *Mareva* injunction, *"I would have taken a lot of persuading to deprive the plaintiffs of their effective right of access to the court by reason of their straightened circumstances."*

53. Thirdly, the Plaintiff argues that the Defendants are obtaining a 'windfall' benefit since they could never have hoped to have access to more than €200,000 from the proceeds of the sale of the Property but now have access to all of it pending trial. This, of course, disregards the Defendants asserted counterclaim in respect of which they have already issued proceedings. Although the timing of the claim may give rise to some scepticism, and at least some elements of the claim seem to re-agitate matters which were settled as part of the Settlement Agreement, the Defendants have raised fair issues to be tried, none of which can be resolved at an interlocutory hearing. The Defendants have given evidence that the freezing order is causing interference with their business and until it is determined whether the Defendants have any right to some or all of the proceeds of sale, freezing those sums is certainly capable of causing them harm pending trial whilst affording no benefit to the Plaintiff until the trial is complete.

54. Fourthly, the Plaintiff argues that if the freezing order is not granted, he will be in a foot race with the Defendants to obtain judgment before they dispose of all their assets and leave the jurisdiction. The Court can provide some assistance to the Plaintiff in that race by fixing directions to facilitate an early hearing. This application can be renewed in the event that evidence of a risk of dissipation of assets does become available.

55. In all the circumstances, the balance of convenience lies against granting the injunction and I will therefore vacate the interim Order made on 30 May 2023 and will hear the parties regarding whether they wish me to give directions pending trial.

56. Before concluding, I wish to address two matters. The first is the Defendants' argument that the application should have been refused by reason of the Plaintiff's material non-

disclosure when making his application for an injunction on *ex parte* basis. It has not been necessary for me to reach a view on that argument, but it raises an issue of some importance, the requirement for a party making an *ex parte* application to make full and frank disclosure to the Court of all relevant matters.

57. The Defendants contended there were three instances of failure to comply with the obligation of full and frank disclosure. The first was the failure to specify that the Family Law Order froze a portion of the assets over which the Plaintiff had no claim. I cannot see that this was a relevant consideration at all. The scope of the Family Law Order was not the subject of these proceedings and the Plaintiff made clear in these proceedings that he did not dispute that the Defendants had an entitlement to the first €200,000 of the proceeds of sale.

58. The second alleged instance of failure to comply with the obligation of full and frank disclosure relates to a statutory family home declaration sworn by the Plaintiff in 2018 in order to facilitate the Defendants securing development funding, in circumstances where the Plaintiff placed some emphasis on the fact that the Property was his family home. I do think that the Plaintiff should have brought this to the Court's attention. This is perhaps explicable by the lapse of time since that declaration and the fact that it seems clear that the Property *was* his family home in the colloquial sense, *i.e.* it was where his family had been living prior to the events the subject of these proceedings, albeit he may not have been able to make that same claim for the purposes of the Family Home Protection Act 1976.

59. The third alleged instance of failure to comply with the obligation of full and frank disclosure and, what is less explicable, is the Plaintiff's failure to disclose the fact that the first Defendant did own other assets in the State. In fact, he expressly averred that there were no such assets. His subsequent explanation, when this omission came to light, was that he believed this asset had nil value is difficult to credit and not, in any event, an answer. In circumstances where the Plaintiff was relying on the absence of any assets other than the proceeds of sale of the Property to obtain the freezing orders sought, the existence of this real asset, irrespective of what the Plaintiff believed was its true value, was clearly material and the Plaintiff's failure to disclose it was in breach of "the golden rule" regarding *ex parte* applications which requires disclosure of all

matters relevant to the exercise of the court's discretion (see **Bambrick v Cobley [2005] IEHC 43, [2006] ILRM 81**).

60. The final issue on which I wish to comment is the Family Law Order. I wish to make clear that there is nothing in this judgment which should be interpreted as interfering with the Circuit Court's jurisdiction in determining how to deal with the Order made in the family law proceedings. The considerations which determined that it was appropriate to grant that Order are no doubt very different considerations than those which applied to this application. Nor should anything in this Court's judgment be interpreted as determining the scope of the Family Law Order and, in particular, in determining whether or not the restriction on dealing with *"any monies in respect of the disposal of the property at Trinity Haus*" includes a restriction on dealing with the insurance proceeds which the Plaintiff claims in these proceedings.