



Neutral Citation Number: [2026] EWHC 911 (KB)

Case No: KB-2023-004194

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 20th April 2026

Before:

SARAH CLARKE KC SITTING AS A DEPUTY JUDGE OF THE HIGH COURT

Between:

MR MITCHELL WINEHOUSE
(suing as the personal representative of Amy Jade Winehouse (deceased))

Claimant

- and -

(1) MS NAOMI PARRY
(2) MS CATRIONA GOURLAY

Defendants

Mr Henry Legge KC and Ms Emilia Carslaw (for the Claimant)

Instructed by Russells

Ms Beth Grossman (for the 1st Defendant)

Instructed by Patron Law

Mr Ted Loveday (for the 2nd Defendant)

Instructed by Lee & Thompson LLP

Hearing dates: 8 – 12 December 2025 and 27 January 2026

APPROVED JUDGMENT

The judgment was handed down by release to The National Archives on 20 April 2026 at 10am.

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A. INTRODUCTION AND OVERVIEW

1. This case concerns 141 items of property (the “Disputed Items” or “Items”) which were sold at Julien’s Auctions (“Julien’s Auctions”) in Los Angeles on 6 and 7 November 2021 (“the 2021 auction” or “auction”) and 19 to 23 May 2023 (“the 2023 auction” / together “the auctions”). 56 of these items were sold by the first defendant (“Ms Parry”) achieving a gross sale price of \$878,000 and 85 items were sold by the second defendant (“Ms Gourlay”) achieving a gross sale price of \$344,000. The Disputed Items relate to the life and career of Amy Winehouse (“Amy”), the internationally famous singer/songwriter and one of the most iconic and talented music artists of all time. Both defendants were longstanding and extremely close friends of Amy’s over many years, from the days before she achieved global fame, until the day that Amy tragically died on 23 July 2011.
2. As is well documented, Amy experienced serious difficulties during her life, including battling addictions to Class A drugs and alcohol, as a result of which, her health inevitably deteriorated. Despite this, Amy’s tragic death at the age of only 27 years was sudden and unexpected. She died alone at her home in Camden Square and a Coroner’s inquest subsequently concluded that her death was caused by alcohol poisoning. Amy died intestate, meaning that under intestacy rules, her Estate passed to her parents – the claimant (“Mr Winehouse”) and Janis Winehouse (“Janis Winehouse”). The claimant is the personal representative of Amy’s Estate, having been granted letters of administration on 23 March 2012, by which title to all property belonging to Amy at the time of her death passed to the claimant as administrator of the Estate of Amy Winehouse (“the Estate”).
3. In short summary, the claimant’s case is that:
 - i) The Disputed Items did not belong to the defendants but instead belonged to the Estate (and therefore to him and Janis Winehouse). The defendants were therefore not entitled to sell the Disputed Items and that by doing so in the 2021 and 2023 auctions, the defendants committed the tort of conversion and are therefore liable to the Estate in damages. In short summary, for the purposes of this case, a tortious conversion is the deliberate dealing with the Disputed Items

in a manner inconsistent with Amy's / the Estate's right such that Amy / the Estate was deprived of the use and possession of the Item. The claimant's case is that he did not know that the defendants were selling the Disputed Items in the 2021 auction and that this was deliberately concealed from him by both defendants.

ii) As against Ms Parry only, the claimant alleges (additionally or alternatively), that in respect of the 2021 auction, she proffered advice to the claimant and acted as an intermediary between the Estate and Julien's Auctions in circumstances giving rise to a fiduciary relationship. The claimant alleges that Ms Parry's actions whilst in that role pursued her own financial interests rather than acting with undivided loyalty to the claimant in circumstances where she did not have the claimant's informed consent to so act. As a result, she was in breach of fiduciary duties owed to him/the Estate and she is therefore liable for an account of the profits made by her in breach of these alleged fiduciary duties.

4. The defendants' case is that they were entitled to sell the Disputed Items at the auctions. Their case is that:

i) The Disputed Items were either (1) always owned by them and not by Amy (In the Schedule of Disputed Items – "Category A - Allegedly Owned Items"); or (2) gifted to them by Amy prior to her death, or abandoned by her; ("Category B - Allegedly Gifted Items"); or (3) (in respect of a small number of items), that neither Amy nor the Estate had possession nor an immediate right to possession of those items and therefore no entitlement to sue in respect of them ("Category C - Miscellaneous Items").

ii) In the alternative, the defendants say that their obtaining and subsequent dealings with the Disputed Items amount to tortious conversion which for the most part, occurred many years before Amy's death, and at the latest, shortly after her death. Therefore, by virtue of section 3(1) of the Limitation Act 1980 ("Limitation Act"), the claimant's claim in conversion became time barred six years after they obtained the Disputed Item in question and at the latest on 30 October 2017 (which is 6 years prior to the issuing of this claim on in October 2023). The

defendants say that the effect of this is that the Estate's title is extinguished after that time pursuant to section 3(2) of the Limitation Act.

iii) In respect of the allegation of breach of fiduciary duty, Ms Parry (1) denies that a fiduciary relationship existed; (2) denies that she owed any fiduciary duties to the claimant; and (3) denies that she acted in breach of any fiduciary obligations owed to the claimant.

5. To this, the claimant responds:

i) The circumstances of the defendants' obtaining and dealing with the Disputed Items, prior to the 2021 auction falls short of the requirements for conversion in tort and therefore do not amount to conversions at all. That being so, sections 3(1) and (2) of the Limitation Act do not apply. If that is wrong, then the claimant alleges that from the time when they came into possession of the Disputed Items up to and including, the 2021 auction, the defendants deliberately concealed from the claimant that they were claiming ownership of the Disputed Items and that they were intending to auction those Items. This entitles him to rely on s.32(2)(b) and (2) of the Limitation Act which provides that if there has been deliberate concealment, then the limitation period does not begin to run until the claimant has discovered the concealment or could with reasonable diligence have discovered it.

6. Both defendants deny deliberate concealment in respect of the 2021 auction or at any other time and assert that the claimant was aware that they were intending to sell items from their own collections in the 2021 auction and / or could have discovered with reasonable diligence that they were claiming ownership of the Disputed Items many years prior to, and at the time of, the 2021 auction.

The pleadings and progress of the trial

7. This claim was issued on 30 October 2023. The pleadings in this case are extensive, extending to 193 pages in total and consisting of original pleadings, extensively amended pleadings, and Requests for Further Information and Responses thereto. Despite this, the allegation of breach of fiduciary duty against Ms Parry did not emerge until 15 August 2025 when the claimant filed a heavily amended

Particulars of Claim. It is notable that this significant amendment was made only months before trial and nearly 2 years after the claim was issued. Ordinarily, the defendants, (in particular Ms Parry,) would have had a well-founded objection to such a late and significant amendment, however due to the defendants' limited financial resources and their desire to keep the trial date (fixed for 8 December 2025), they made a pragmatic decision to consent to this very late amendment. This however necessitated an extensively amended Defence and Reply. Regrettably, the effect of all this was that the extensive pleadings only served to widen the factual and legal issues between the parties.

8. Very shortly before trial, the claimant abandoned his claim to some Disputed Items. In Ms Parry's case these were five sketches done by Amy for Ms Parry and also a Tour book. In Ms Gourlay's case these were a birthday card from her to Amy, a collection of concert passes, a polaroid of Ms Gourlay and Amy, a polka dot scarf and two bandeau tops. The only explanation for this late change of position came from Mr Winehouse in evidence, when he said that he had only read the schedule of Disputed Items for the first time in November 2025 and saw that it included Items where it was "*blindingly obvious*" that they were gifts from Amy. He also admitted that he failed to apply any "*critical thought*" to many of the Items which he was claiming in this case. If that is right, then it is troubling that the claimant brought a claim without bothering to check the Items he was claiming for until very shortly before trial. This in my view is relevant to my assessment of his credibility and reliability as a witness.
9. For items such as the sketches, it is obvious that these were drawn by Amy for Ms Parry and in Ms Gourlay's case that the birthday card to Amy was from her. In evidence Ms Gourlay said that the birthday card had in fact been returned to her by the claimant several years after Amy's death. This was not contradicted by the claimant. Less obvious however is why two bandeau tops were withdrawn in respect of Ms Gourlay whilst 4 others remain part of the Disputed Items in this case. As I am not required to make any findings in respect of these two bandeau tops that have been withdrawn, I will not do so. In any event it is important not to speculate about matters upon which no evidence has been given. I observe however that in respect of these items, the claimant no longer disputes that the withdrawn items in respect of Ms Gourlay were owned by her as she claimed, including the two bandeau tops which Ms Gourlay claimed she bought from a vintage clothing shop called Rokit when

she was working there. Rokit is where Ms Gourlay claims she bought the other four bandeau tops that do form part of the Disputed Items in this case and where she in fact claims she bought all the Category A – Allegedly Owned Items. In Ms Parry’s case, the claimant no longer disputes that the tour book was gifted to her by Amy nor that the sketches were gifted to her by Amy.

10. This case was given a four-day time estimate inclusive of one day of judicial pre-reading. This time estimate was totally unrealistic, but fortunately all parties and I were able to sit for two extra days so that the oral witness evidence was completed between 8 to 12 December 2025. Oral closing submissions therefore had to wait until 27 January 2026 when all parties and I were available.
11. I acknowledge the hard work, care and skill which was deployed by all counsel over the course of the trial both in written submissions and in the preparation and presentation of their respective cases. I also pay particular tribute to the way in which during the trial, (despite the extensive pleaded issues and the parties’ factual differences), counsel worked hard to complete their questioning of witnesses within the time available and provided succinct and focussed written and oral closing submissions. In addition, at my request counsel provided an agreed Schedule of Disputed Items setting out the parties’ respective final positions in respect of each Disputed Item, a Composite List of Issues and a Reading List of Authorities which identified the key authorities and legal texts. I have described all this in some detail because it demonstrates that even in a case that involves significant factual and legal disputes, trial bundles extending to some 8,000 pages and a very tight timetable, the court has been materially assisted by counsels’ active and constructive engagement. Counsels’ conduct in helping the court to further the overriding objective has been exemplary.
12. I do not intend any disrespect to any of the parties or counsel if I do not address every single point which has been made to me, but I have taken them all into account and what follows is my assessment of the issues and findings of fact which are important to the disposal of this claim.

B. THE ISSUES TO BE DETERMINED

13. I have distilled the issues to be determined to the following in respect of each defendant and each Disputed Item. In considering these issues I have borne in mind that I must consider each defendant separately and make findings in respect of each of them which reflect their case and the different roles they had in various events. This is particularly the case in respect of Ms Gourlay, who as Mr Loveday submitted, had a much more limited role than Ms Parry:

1. Possession / Immediate right to possession of Disputed Items:

- i. Category A – Allegedly Owned Items – has the claimant proved that these Items belonged to Amy and not to the defendants?
 - ii. Category B – Allegedly Gifted Items – have the defendants proved that valid gifts in law were made to them by Amy? If not, did Amy abandon them (in cases where that is alleged)?
 - iii. Category C - Miscellaneous Items – have the defendants proved that they acquired possession of these items in circumstances where the claimant has no immediate right to possession?
2. In respect of any Disputed Item in the defendants’ possession to which Amy/the claimant had an immediate right of possession when either defendant obtained it:
- i. Were there any acts of conversion by the defendants and if so – what acts and when?
 - ii. In respect of any act of conversion prior to 30 Oct 2017:
 - a. Does s.32(1)(b) of the Limitation Act apply to postpone or revive the claimant’s cause of action?
 - i. Did either defendant deliberately conceal any fact relevant to the cause of action – if “yes” – what and when?
 - ii. Did either defendant have any duty to the claimant? If so, what duty?
 - iii. Did either defendant deliberately commit a breach of duty in circumstances where it was unlikely to be discovered for some time?
 - iv. Could the claimant have discovered with reasonable diligence - the deliberate concealment of the relevant fact / breach of duty?

3. In respect of Ms Parry only:

- i. Did a fiduciary relationship exist between Ms Parry and the claimant in respect of the 2021 auction?
 - ii. If “yes”, what fiduciary duties did Ms Parry owe to the claimant?
 - iii. Did Ms Parry breach any fiduciary duties?
4. Depending on my findings in respect of the above issues, what remedies are owed to the claimant (if any)?

C. APPROACH TO THE EVIDENCE

14. Many of the most important events with which this case is concerned took place a long time ago. For example, the circumstances in which the defendants came to possess the Disputed Items all occurred

prior to, or shortly after Amy's death on 23 July 2011 (therefore at least 14 ½ years ago and often significantly longer than that given that both had been close friends with Amy for many years). The events that led up to the 2021 auction similarly involved evidence from July 2011 up to November 2021 (therefore 4 to 14 ½ years prior to the trial).

15. In Gestmin SPGS v Credit Suisse (UK) Ltd [2013] EWHC 3560 (Comm) ("*Gestmin*") at [15]-[22], Leggatt J explained at some length that when a witness is recalling events that happened a long time ago (or even several years ago), psychological research has demonstrated that the human memory is fallible which can lead to unreliable evidence. This is compounded by the fact that "the nature of litigation is such that witnesses often have a stake in a particular version of events" (*Gestmin* at [19]). This led the learned judge to conclude at [22]:

22. In the light of these considerations, the best approach for a judge to adopt in the trial of a commercial case is, in my view, to place little if any reliance at all on witnesses' recollections of what was said in meetings and conversations, and to base factual findings on inferences drawn from the documentary evidence and known or probable facts. This does not mean that oral testimony serves no useful purpose – though its utility is often disproportionate to its length. But its value lies largely, as I see it, in the opportunity which cross-examination affords to subject the documentary record to critical scrutiny and to gauge the personality, motivations and working practices of a witness, rather than in testimony of what the witness recalls of particular conversations and events. Above all, it is important to avoid the fallacy of supposing that, because a witness has confidence in his or her recollection and is honest, evidence based on that recollection provides any reliable guide to the truth.

16. This is often cited not just in commercial cases, but in many courts and tribunals, in support of submissions that witness evidence should be largely disregarded as the basis for factual findings in favour of reliance on inferences drawn from documentary evidence, as well as known or probable facts. However, this overreliance on *Gestmin* was roundly deprecated by the Court of Appeal in Kogan v Martin and others [2019] EWCA Civ 1645 ("*Kogan*") in which the judge at first instance had relied, "only on the documentary and agreed evidence" [103] and because he had, "expressly declined to have regard to the witness evidence which he had heard" this left the Court of Appeal, "without the benefit of what we consider to be essential findings of primary fact." [104].

17. The Court of Appeal in *Kogan* summarised the correct approach to be taken to the assessment of evidence at [88]-[89]:

88. We think that there is real substance in this ground of appeal. We start by recalling that the judge read Leggatt J's statements in *Gestmin v Credit Suisse* and *Blue v Ashley* as an "admonition" against placing any reliance at all on the recollections of witnesses. We consider that to have been a serious error in the present case for a number of reasons. First, as has very recently been noted by HHJ Gore QC in *CBX v North West Anglia NHS Trust* [2019] 7 WLUK 57, *Gestmin* is not to be taken as laying down any general principle for the assessment of evidence. It is one of a line of distinguished judicial observations that emphasise the fallibility of human memory and the need to assess witness evidence in its proper place alongside contemporaneous documentary evidence and evidence upon which undoubted or probable reliance can be placed. Earlier statements of this kind are discussed by Lord Bingham in his well-known essay *The Judge as Juror: The Judicial Determination of Factual Issues* (from *The Business of Judging*, Oxford 2000). But a proper awareness of the fallibility of memory does not relieve judges of the task of making findings of fact based upon all of the evidence. Heuristics or mental short cuts are no substitute for this essential judicial function. In particular, where a party's sworn evidence is disbelieved, the court must say why that is; it cannot simply ignore the evidence.

89. Secondly, the judge in the present case did not remark that the observations in *Gestmin* were expressly addressed to commercial cases. For a paradigm example of such a case, in which a careful examination of the abundant documentation ought to have been at the heart of an inquiry into commercial fraud, see *Simetra Global Assets Ltd & Anor v Ikon Finance Ltd & Ors* [2019] EWCA Civ 1413 and the apposite remarks of Males LJ at paras. 48-49. Here, by contrast, the two parties were private individuals living together for much of the relevant time. That fact made it inherently improbable that details of all their interactions over the creation of the screenplay would be fully recorded in documents. Ms Kogan's case was that they were bouncing ideas off each other at speed, whereas Mr Martin regarded their interactions as his use of Ms Kogan as a sounding board. Which of these was, objectively, a correct description of their interaction was not likely to be resolved by documents alone, but was a fundamental issue which required to be resolved.

18. The Court of Appeal's warnings in *Kogan* are particularly apposite in this case. *Kogan* was a case about whether a screenplay was the product of joint authorship and if so, the nature and extent of each party's contribution. The heart of the dispute involved evidence from the claimant and the first defendant who were creative people and were cohabiting at the relevant time. As is inevitably the case when two people are cohabiting and in a close relationship, many of their interactions were discussions which were not documented – formally or otherwise (see *Kogan* at [89] above).

19. Similar issues arise in this case. It is accepted fact that Amy's friendship with both defendants was extremely close and each of them lived with her for periods of time. They were young women in their twenties during this time, who socialised and hung out together, and who shared similar interests in clothes and fashion. For these young women, the lending, swapping and gifting of possessions, including clothes, shoes, accessories and makeup was a natural part of, and an extension of, their close relationship. It is not surprising therefore that there is no documentary evidence of (for example), Amy gifting an item to either defendant, or receipts to show who bought which item, and frankly it would be more surprising if there were, particularly given that each of the three led rather chaotic and disorganised lives during this time. The factual findings in relation to this aspect of the case therefore turn principally on my assessment of the credibility, reliability and motives of the defendants who are the only people who can give direct evidence of the circumstances in which they came to obtain the Disputed Items, given that Amy cannot. That does not mean that this is the only evidence relevant to this issue because the evidence of the defendants must be considered in the context of all the available evidence in the case, including evidence of other witnesses where relevant, and in particular any objective reliable evidence and known or probable facts, including documentary evidence where it exists, that either corroborates or undermines the defendants' accounts.
20. In respect of other important factual issues, such as the events that led to the 2021 auction, the evidence is more mixed in that there is more contemporaneous documentation, particularly in the 2018-2021 period, including emails and text messages which are plainly important, but in addition there were also important conversations and meetings involving the parties and their witnesses which were not recorded or documented either formally or informally. When making factual findings in respect of this 'mixed evidence' part of the case, I have followed the approach taken by Jacobs J in G.I. Globalinvestment Ltd (and others) v XY ERS UK Ltd (and others) [2025] EWHC 740 (Comm) ("*Globalinvestment*"). This was a case in which the claimants alleged that they were the victims of a substantial fraud perpetrated by the defendants. The case involved acute conflicts of evidence between the claimant and defendant witnesses about what the claimants were told during various meetings and discussions. The learned judge at [87]-[92] reviewed the relevant case law:

- i) Starting with Armagas Ltd v Mundogas SA (The Ocean Frost) (“*Armagas*”) [1985] 1 Lloyd's Rep 1 in which Goff LJ emphasised the importance of testing witness evidence by reference to objective facts, documentary evidence and paying particular regard to their motives and to the overall probabilities.
- ii) The learned Judge explained that *Armagas* was cited with approval in several subsequent cases including Simetra Global Assets Ltd v Ikon Finance Ltd [2019] EWCA Civ 1413 (“*Simetra*”), in which Males LJ at [48] endorsed the importance in a commercial case of “contemporaneous documents as a means of getting at the truth” and placed particular emphasis on, “a party's internal documents including emails and instant messaging. Those tend to be the documents where a witness's guard is down and their true thoughts are plain to see....Although this cannot be regarded as a rule of law, those documents are generally regarded as far more reliable than the oral evidence of witnesses, still less their demeanour while giving evidence.”
- iii) The learned judge also referenced more recent ‘mixed evidence’ cases including Mohammed v Daji [2024] EWCA Civ 1247(Court of Appeal) in which Newey LJ said at [45]:

Judges have for many years remarked on the vulnerabilities of evidence as to what witnesses remember. Popplewell LJ recently discussed human memory and how witnesses can come to give mistaken evidence in his 2023 COMBAR lecture, Judging Truth from Memory: The Science. In Gestmin SGPS SA v Credit Suisse (UK) Ltd [2013] EWHC 3560 (Comm), [2020] 1 CLC, at paragraph 22, Leggatt J went so far as to suggest that “the best approach for a judge to adopt in the trial of a commercial case is... to place little if any reliance at all on witnesses' recollections of what was said in meetings and conversations, and to base factual findings on inferences drawn from the documentary evidence and known or probable facts”. However, Popplewell LJ explained in his lecture that he did not himself wholly agree with this remark and in Natwest Markets plc v Bilta (UK) Ltd [2021] EWCA Civ 680 the Court of Appeal pointed out at paragraph 50 that “it is important to bear in mind that there may be situations in which the approach advocated in *Gestmin* will not be open to a judge, or, even if it is, will be of limited assistance”. In Kogan v Martin [2019] EWCA Civ 1645, [2020] FSR 3, the Court of Appeal said at paragraph 88 that “a proper awareness of the fallibility of memory does not relieve judges of the task of making findings of fact based upon all of the evidence”.

21. Having reviewed the authorities, Jacobs J concluded at [92] that, “although the decisions recognise the fallibility of human memory, it does not follow that the testimony of witnesses is somehow to be sidelined” and at [93]:

93. My approach is therefore to consider the objective evidence and in particular the documentary evidence, as well as the inherent probabilities, and to test the accounts of the witnesses against those matters. Even though this is a commercial case with a substantial number of documents, the oral evidence of witnesses remains important, not least because: (i) there were a very large number of meetings between the Claimants and XY over a number of years, and these clearly involved substantial discussions between the parties; and (ii) the Claimants' conspiracy case is substantially based upon inferences to be drawn from certain events and documents, and oral evidence from witnesses may put those events and documents into context.

22. I consider that Jacobs J's approach as described in *Globalinvestment* at [93] is the appropriate way to make factual findings in a 'mixed evidence' case such as this, with two caveats:

- i) *Globalinvestment* was a commercial case (as indeed were *Armagas* and *Simetra*) in which it is to be expected that, commensurate with arm's length commercial dealings, the contemporaneous documents were of a more detailed and formal nature than would be expected or found in a case such as this, where the parties are known to each other and where (at the relevant time) the defendants had a close and informal relationship with the claimant and the family member witnesses. Therefore, the contemporaneous documentation in this case should be considered with due regard to that informal context.
- ii) Due to the same close and informal relationship, the parties spoke on the telephone and socialised together, such as meeting for dinner. Both sides agree that relevant matters relating to the events leading up to the 2021 auction were spoken about in these circumstances, although there is disagreement about what was said and when. For understandable reasons, there is an absence of documentation recording these discussions and therefore this is not a case where (for example) a contemporaneous meeting minute or telephone note exists that can be used against which to test the account of a witness as to what was said at a particular meeting or during a particular telephone call.

D. ASSESSMENT OF THE WITNESSES

Claimant witnesses

Mr Winehouse

23. Mr Winehouse is clearly a strong character but also someone who has suffered a great tragedy in the loss of his daughter. Since Amy's death he has worked hard to keep her memory alive including through the charitable entity (the Amy Winehouse Foundation ("AWF")) which supports and informs young people through a variety of projects. It is also the case that Amy's Estate including in particular the royalties from 'Back to Black' has made Mr Winehouse personally extremely wealthy. Mr Winehouse is therefore understandably sensitive about anyone who he perceives as exploiting Amy's memory particularly for financial gain, and he is keen to promote the AWF, but also in my judgment, he is equally sensitive about ensuring that the family continue to benefit financially. One example of this is that when Mr Winehouse first started to consider participating in what became the 2021 auction, he initially said that all the proceeds from selling the Estate's items at the auction would go to the AWF. However, by the time the 2021 auction took place, he had changed his mind and decided that only 30% of the proceeds would go to the AWF with the remaining 70% going to the Estate.
24. The evidence shows that in addition to Mr Winehouse's many good qualities, he likes to dominate people and situations and expects people to do what he wants. As an example, Ms Parry in particular (and to some extent Ms Gourlay) did a huge amount of work for the Estate and the AWF in promoting Amy's legacy for many years, for which she received virtually no financial benefit, and yet from the communications between them, Mr Winehouse appeared to regard her as his employee and expected her to serve him and the family. He is also prone to aggressive reactions to perceived wrongs (his emails to Darren Julien ("Mr Julien") after the 2021 auction are an example of this). A further example is how quickly he moved to instructing his solicitors to bombard the defendants with aggressive letters and the threat of litigation within days of the 2021 auction, (a firm which he described to Mr Julien as, "the finest and most aggressive attorneys in London"). Other examples are his threat made to a Sunday Times journalist that he had reported the defendants to the police when in fact all he had done was have an off the record conversation with the friend of someone who was a former police officer, and his accusation in the press that the defendants had stolen items from the Estate's lockup, which was also hinted at in the pleadings, but formally withdrawn by his counsel at trial.

25. In addition, although the evidence shows that Mr Winehouse likes to be in control (for example, dealing directly with Mr Julien regarding the 2021 auction and asking him not to send the Estate's inventory to Ms Parry), he is not particularly interested in fine detail, and he tended to rely on others such as Ms Cody and his wife Jane Winehouse for that. Other examples of this are that he brought this claim without bothering to check until shortly before trial, that he had a valid claim in respect of the Items he was claiming for, and not knowing what items were in the lockup that stored Amy's belongings after her death. Another example is the checking of the auction catalogue and inventories which Jane Winehouse took the lead on, although he was clearly involved and did pay attention (for example he picked up on the personal notes from Amy to the defendants in the auction catalogue). As he himself admitted in evidence, his memory is poor, as is his ability to accurately recall dates, times, conversations and events, both at the time, but also many years after they happened. Numerous examples of this are obvious from my summary of the evidence in this judgment. As a result, in many respects I found him to be an unreliable witness except where his evidence was corroborated.

Jane Winehouse

26. Jane Winehouse is the wife of Mr Winehouse and is clearly loyal to him and the Winehouse family. She is an intelligent person who has a background in business and is a trustee of the AWF. Mr Winehouse clearly relied on her to pay attention to the detail of things that he was not particularly interested in, and it is clear from the evidence in this case that she did that. Given this, there were significant parts of her evidence that I did not find reliable, particularly her evidence regarding the contents of the Design Museum inventory spreadsheet and her knowledge of the defendants' Items in the 2021 auction, which is inconsistent with the documents and with the level of competence and attention to detail that would be expected of her. I have therefore approached her evidence with considerable caution and tested it thoroughly against other evidence in the case.

Margaret Cody

27. Margaret Cody ("Ms Cody") is the accountant for the Estate and the AWF and was Amy's accountant before she died. As such, Ms Cody has had a longstanding business relationship with Mr Winehouse

in particular. Ms Cody clearly also dealt regularly with Jane Winehouse. She is experienced at paying attention to detail and she gave the impression in evidence of being a careful and thoughtful person. However, like Jane Winehouse, significant aspects of her evidence did not appear to be consistent with these characteristics, for example her evidence that Ms Parry did not pay for items herself that she had in her own styling kit (which it turned out was based on flawed reasons); also her evidence regarding what arrangements were (or were not) made between Amy and Ms Parry particularly regarding the Final Tour dresses – when in fact the only real basis for her evidence on these topics was the invoices that were submitted to her by Ms Parry which contained limited information. I also found Ms Cody’s evidence regarding her review of the Design Museum inventory spreadsheet and her lack of knowledge of the defendants’ participation in the auction to be inconsistent with the contemporaneous documents and her attempts in evidence to maintain and explain her position were unconvincing. I have therefore also approached her evidence with considerable caution and tested it thoroughly, particularly where it conflicts with other evidence.

Alex Winehouse

28. Alex Winehouse is Mr Winehouse’s son (and Amy’s brother). Although he used to do some work for the AWF, he is now retired and it is clear that the Estate supports him financially. Alex Winehouse’s evidence was limited, and I formed the view that he could remember very little of the events he gave evidence about. I therefore found his evidence to be of limited assistance, particularly on the key issues in this case.

Riva Winehouse

29. Riva Winehouse is the ex-wife of Alex Winehouse. She gave evidence regarding her relationship with the defendants, her knowledge of Disputed Items in Ms Parry’s possession; Ms Parry’s proposal in 2012 to exhibit Amy’s Final Tour dresses; Ms Parry’s pitching of the idea of an auction of Amy’s belongings, her discovery / knowledge of the 2021 auction and her knowledge of items in the lockup. The view I have formed of Riva Winehouse is that she found it difficult to remember events from a long time ago, and that she found the process of giving evidence and recalling events difficult even

when questions were asked in a short, simple way. Her recollection of events was poor, and she struggled to remember details. Whilst I make due allowance for the significant lapse of time and the effect of hindsight, it is clear that some of her evidence must be wrong (for example claiming to have seen certain Disputed Items in the lockup which cannot have been there because they had in fact been in Ms Parry's possession for many years). I have therefore approached her evidence with considerable caution unless corroborated by other evidence.

Defendants' witnesses

Mr Parry

30. Ms Parry gave extensive evidence via her witness statement and also via oral evidence in court about her relationship with Amy from when they first met to her death and thereafter and also about how the Disputed Items came to be in her possession, the exhibitions and the auctions and her dealings with the claimant and other members of the Winehouse family and others.
31. Ms Parry went to art college after leaving school and then started a fashion degree which she did not complete in favour of working as a stylist. She has been supporting herself since she was a teenager and she is plainly a hard worker, but she is not well educated or sophisticated. I found Ms Parry to be a very nervous witness who was distressed and anxious. This is unsurprising given the accusations made against her, the stress of these proceedings which have overshadowed her life for many years and have inevitably caused damage to her reputation and professional prospects, as well as financial ruin and damage to her health. As a result, she wanted to make sure that she said everything she felt needed to be said in response to questions from the claimant's counsel, at times volunteering more information than was strictly necessary or going off the topic of the question in order to make her point. The claimant characterised Ms Parry as misleading, deceptive and unreliable, however having observed her carefully over the day or so of her evidence and having tested her evidence against the other evidence in the case, I do not consider that her evidence style in court was motivated by evasiveness or untruthfulness or a wish to avoid answering the questions asked of her. In fact, she did answer all questions asked and was keen to do so but wanted to make sure that in doing so, she included all the information that she regarded as relevant. At times she was argumentative and emotional, but

again I do not find that this was in an attempt to avoid answering questions but was a genuine reaction to her situation and the stress of these proceedings.

32. It is inevitable given the passage of time and the multiple events that took place over many years, that Ms Parry's evidence was not always consistent and on some matters, (such as how she described a particular Item which was then fed into the 2021 auction catalogue and whether or not she saw the draft auction press release), her evidence was inconsistent with the contemporaneous documents. As with all witnesses in this case, I have approached Ms Parry's evidence by testing it against the other evidence as well as inherent probabilities, and having done so, I conclude that Ms Parry's material evidence overall was credible and truthful.

Ms Gourlay

33. Ms Gourlay also gave extensive evidence via her witness statement and also via oral evidence in court about her relationship with Amy from when they first met to her death and thereafter, and also about how the Disputed Items came to be in her possession, the exhibitions and the auctions and her dealings with the claimant and other members of the Winehouse family and others.
34. It is apparent from the evidence that Ms Gourlay is not a sophisticated person, she has undertaken mainly low-level jobs (such as working in Rokit – a vintage clothing store) and has struggled financially. It is inevitable that such a person would be scared by the process of giving evidence and she was at times very emotional both during the trial and when giving evidence. As with Ms Parry, I do not find this surprising given the accusations being made against her and the years of stressful litigation, her dire financial situation and her fragile health. Ms Gourlay (like Ms Parry) was anxious to ensure that she said what she felt she needed to say in response to cross-examination questions. She did not avoid answering questions but sometimes volunteered additional information which she felt was important but was not always directly relevant to the question asked. An example of this was when she volunteered in evidence for the first time, that perhaps she offered the birthday card (Disputed Item 107) to Amy and she refused to accept it but then accepted that she could not remember doing so. I do not find that this was in an attempt to mislead or to avoid answering questions but was

instead due to her concern to say what she felt needed to be said in her defence. The claimant submitted that Ms Gourlay is an unreliable witness. As with Ms Parry, some aspects of Ms Gourlay's evidence were inconsistent with other evidence (for example her denial that she and Ms Parry decided to send Riva Winehouse the Estate's Design Museum inventory, which is contradicted by the text messages between her and Ms Parry), however I find that overall, her evidence was truthful and reliable when tested against other evidence and inherent probabilities.

Mr Julien

35. Mr Julien is the Co-Founder and Executive Director of Julien's Auctions ("Julien's Auctions" or "Julien's") – the auction house which held both the 2021 and 2023 auctions. Julien's was founded in 2004 and is based in Los Angeles, USA. Julien's specialises in entertainment memorabilia and holds high profile auctions including in the film, music and arts markets. Mr Julien has considerable experience of holding auctions of items of memorabilia relating to a number of high-profile celebrities in the music industry including John Lennon, Ringo Starr, Lady Gaga, Cher, Michael Jackson, U2, Jimi Hendrix, Barbra Streisand, Elvis Presley and Frank Sinatra (amongst others).
36. Mr Julien described his relationship with the defendants and the claimant and how the Disputed Items came to be sold in the auctions together with other items from Amy's Estate. He also gave evidence of his dealings with the defendants and the claimant in respect of the auctions and their respective items and his view of Mr Winehouse's state of knowledge in respect of the sale by the defendants of the Disputed Items.
37. The claimant submits that Mr Julien's evidence was plainly partisan, self-interested and unreliable. It is inevitable in my view, that Mr Julien wished to defend himself and his company from the claimant's accusations (which are made against him personally in that the claimant alleges that Mr Julien colluded with Ms Parry to conceal from Mr Winehouse that the defendants were selling the Disputed Items in the 2021 auction). However, I do not consider that this led Mr Julien into the territory for which the claimant contends. On the whole, I found Mr Julien's evidence to be reliable, particularly when tested against other evidence and the inherent improbability that a man of Mr Julien's experience and

reputation in a business built on trust, in which he is routinely dealing with high profile celebrities and their families, would risk his reputation by assisting the defendants in a “cover up” when he had no particular loyalty to them, and they were in status terms, unimportant to him. Although Julien’s Auctions made over \$1 million from the 2021 auction, I accept his evidence that this was not a particularly large sum for his business given the field in which it operates. I also found Mr Julien’s description of Mr Winehouse’s character to be consistent with the other evidence in the case.

Ruth Butah

38. Ruth Butah (“Ms Butah”) worked for Dolce and Gabbana S.r.l. (“D&G”) as a PR and Celebrities Manager during the time that Ms Parry worked as Amy’s stylist. Ms Butah gave evidence about the way in which designers lend or gift items to celebrities, the relationship with the stylist and three of the Disputed Items. She knows Ms Parry professionally and D&G lent and gifted items to Amy through Ms Parry. The claimant submits that Ms Butah is very friendly with Ms Parry and that her evidence is therefore partisan and unreliable. However, while she and Ms Parry have a friendly relationship, this is on the basis of a largely arm’s length professional relationship in which they catch up occasionally and see each other rarely. I also note that in many respects her evidence was unchallenged apart from in a couple of areas which I deal with below. On the whole, her evidence assisted the court in understanding the history of three Disputed Items and the wider context.

Witnesses who were not called at trial

39. Two witnesses – Sadie Frost (“Ms Frost”) and Kelly Osborne (“Ms Osborne”) provided witness statements for Ms Gourlay and were willing to give evidence at trial. A third witness – Jennifer Dale (“Ms Dale”) provided a witness statement for Ms Parry and was similarly willing to give evidence. However, at trial, the claimant’s counsel Mr Legge KC confirmed that the claimant did not challenge the evidence given by these witnesses and therefore they did not need to be called. I therefore made an order under the Civil Procedure Rules (“CPR”) 32.5(1) that their witness statements would stand as their evidence and be admissible as primary evidence. I therefore accept the evidence of these

witnesses in their entirety, and I have dealt with their evidence where it arises in the next section of this judgment.

E. SUMMARY OF THE FACTS AND FACTUAL FINDINGS

40. This section is a narrative of events including my factual findings where relevant. Where I refer expressly to a particular witness' evidence, I accept it as accurate unless I indicate to the contrary. Where I have set out particular facts or matters without attribution to a witness or other source, that is because they are not controversial or are agreed by all parties. I have focussed on the factual findings that are relevant and necessary in order to determine the issues that are necessary to determine this case, rather than on the substantial amount of detail in the witness statements and documentary exhibits that is of limited (or no) significance to those issues.

Early 2000's to 23 July 2011

How Amy and the defendants met and the nature of their friendship

41. There is no dispute that both defendants were close friends of Amy's for many years prior to her death. Amy met Ms Gourlay in 2002 when she was approximately 19 years old and Ms Gourlay was 20 years old. Amy signed with Island Records in 2002 and released her debut album, ('Frank') in 2003, which achieved commercial success in the UK and critical acclaim for her mature and original songwriting and strong, jazz inspired vocals. On the back of 'Frank's success, Amy bought her first home – a flat in Jeffrey's Place in Camden, North London – an area she loved and where she lived and socialised until her death in 2011. Ms Gourlay lived with Amy at Jeffrey's Place from 2004-2005 and during the periods when they were not living together, they saw each other regularly and spent a lot of time together. Between 2007 to 2008, Amy and Ms Gourlay lived in flats in the same gated complex in Hackney Wick and used to go between each other's homes all the time.

42. Amy met Ms Parry in 2005 (when she was 22 years old and Ms Parry was 19 years old) and the two quickly bonded over shared interests including fashion and style. At that time, Ms Parry had been studying at Camberwell College and was about to go to university to study womenswear at the London College of Fashion. Amy introduced Ms Parry to Ms Gourlay and the three immediately became firm

friends. At that time, Ms Gourlay was working at 'Rokit' which was a well-known vintage and retro clothing shop in Camden Town where she worked between 2003 to 2007. The three women spent a good deal of their free time together hanging out in Camden Town at Amy's favourite pubs and venues. Ms Parry describes Amy's gregarious and generous character saying that she had time for, and knew everyone, regardless of who they were.

43. In October 2006, Amy released her second album, 'Back to Black'. This album was (and still is) phenomenally successful, becoming one of the best-selling albums of all time, winning her five Grammy Awards in 2008 and propelling her to global fame. At this time, Ms Parry had left the London College of Fashion early to focus on her styling career and was starting to work as a junior assistant fashion stylist on editorial shoots and was trying to build her own list of clients. After the release of the second single from 'Back to Black', and while Amy was promoting the album, she asked Ms Parry to become her stylist. Ms Parry said that this came as a surprise to her because the two had never discussed it. Her appointment as Amy's stylist had to be approved by Amy's manager Raye Cosbert ("Mr Cosbert") at Metropolis Management Agency ("Metropolis") and also by her record label.
44. Ms Parry initially worked as Amy's stylist on the 'Back to Black' music video as well as promotional shots, television appearances and award ceremonies. Ms Parry was instrumental in working with Amy to develop the unique look for which she is remembered and remained Amy's stylist until her death. During this time, Amy and Ms Parry remained close friends and companions. Between 2008 to 2010, Ms Parry lived at Amy's flat in Jeffrey's Place. By then, Amy was married to Blake Fielder-Civil and was living round the corner in Prowse Place, but she had kept the Jeffrey's Place flat which was empty. In 2008 Ms Parry left an abusive relationship with an ex-boyfriend and had nowhere to live. Amy immediately insisted that she move into Jeffrey's Place and never asked for or expected her to pay rent. Mr Winehouse confirmed this when he gave evidence. Ms Parry also lived with Amy for several months in 2011 at Amy's house in Camden Square.
45. There is no dispute that Amy was loyal to her friends despite her celebrity, and that both Ms Gourlay and Ms Parry returned that loyalty and were devoted and trusted friends to Amy throughout her life. They both clearly did what they could to help and support Amy through her bad times. The closeness

of their friendship is shown in photographs of the defendants out and about with Amy and in cards, notes and drawings done by Amy for the defendants. In their witness statements and in evidence, both defendants spoke warmly and with obvious love and affection for Amy and I find that they both had genuine friendships with Amy which had nothing to do with her fame, but were instead built on longstanding shared history, interests and companionship with her.

46. Amy's parents Mr Winehouse and Janis Winehouse both knew the defendants during this time. As part of the evidence in this case, I was provided with the books written about Amy after her death, by each of her parents. Janis Winehouse in her book 'Loving Amy, A Mother's Story', described Ms Parry as, "one of Amy's sensible friends". Mr Winehouse agreed with this.
47. Mr Winehouse's evidence was that the defendants, "were close with Amy and I got to know them over time. I thought they were a positive influence on Amy; they were good to her when she was going through some difficult times and I trusted them." He confirmed that both defendants were long term friends of Amy's and that both were loving and caring towards her throughout that friendship. In his book 'Amy My Daughter' published in 2012, he movingly described the eulogy that he gave at the funeral service for Amy held in the prayer hall at the Jewish Cemetery in North London in which he said that, "Amy's friends were life long and deep" and he named several of these including Ms Parry and Ms Gourlay. In recognition of Amy's close relationship with her friends, her parents had the names of her closest friends engraved on her headstone. Ms Parry and Ms Gourlay are two of these.
48. In his witness statement, Mr Winehouse said "when Amy passed away, Naomi and Catriona were there for us. They sat with Amy's body and helped dress her and prepare her for cremation. It was really the most wonderful thing for them to have done and I will always thank them for that." In an article in The Times dated 13 September 2024 (part of the evidence at trial), Mr Winehouse is quoted as saying, "We were very close to them and loved them both....When Amy died I was amazed by what they did for her. I'll never forget them. It just shows the love they had for Amy and the fact that at that time they wanted to be part of her final journey. And for that I'll always be grateful to them. I always regarded them as friends."

Amy's character and well-known generosity

49. All witnesses agreed that Amy was a warm, spontaneous, open-hearted, generous person. Despite the wealth that came with her global success, she was not materialistic and nor was she particularly interested in possessions or impressed by designer labels. Amy was known to be extremely generous to her friends, many of whom (as she knew), had a lot less money than she did and were struggling financially and she was also generous to those she barely knew or were total strangers. She gave away her possessions freely including expensive items and was someone who tired of clothing and belongings frequently and liked to keep her style evolving, unique and fresh. I accept also that Amy had far more clothes and accessories given to her by designers than she could ever need or wear. I also accept the defendants' general point that clothing and accessories are not immutable. They become liable to degrade if not worn and cared for and therefore keeping large amounts of unworn and unwanted such items would make little sense. In addition, Amy's bust size increased significantly following surgery in October 2009, so her clothing size also changed to accommodate this, meaning that many pre-surgery tops and dresses were unwearable.
50. Mr Winehouse gave several examples of Amy's extreme generosity in his book 'Amy My Daughter' (which were all confirmed by him in evidence):
- i) When Amy got her first advance on her album 'Frank', she rented a flat with a friend but refused to let her friend pay any rent. Janis Winehouse corroborates this in her book saying, "if there's one thing Amy was, it was generous to her friends, and Juliette lived there rent-free."
 - ii) He and Amy knew that they needed to put a financial safeguard in place to stop her "frittering the money away" because she was "generous to a fault". They therefore put in place other signatories on her bank account, one of whom was the family's accountant Ms Cody.
 - iii) When it was time to put the credits together for her album 'Frank', "her generosity was evident again". Amy named and allocated large percentages to a number of people who had only made

small contributions to the album, “I swear, if she’d had her way she would have given away more than 100% on a number of songs”.

- iv) During a concert in Birmingham in 2007, Mr Winehouse found Amy in her dressing room, giving a £20,000 watch to her friend’s mother.
- v) In 2008, Amy took under her wing, a 13 year old singer called Dionne Bromfield (“Ms Bromfield”). Amy had met Ms Bromfield on her 11th birthday, had recognised her talent instantly and wanted to help her. Amy paid £13,000 for Ms Bromfield to have studio time and later, Amy set up her own record label – Lioness Records just to sign her. Mr Winehouse also confirmed in evidence that Amy gave Ms Bromfield a guitar.
- vi) In 2009, Amy spent several months in St Lucia and Mr Winehouse flew out to see her taking \$8000 in cash of Amy’s money with him. As soon as he arrived, Amy took him straight to meet a local man she called George who she said needed their help. George was very unwell and in agony from a hernia rupture. His family could not afford to pay for medical care. Amy helped George to his feet and told him they were going to get him to a hospital straight away. He had to be carried to the car and was driven to hospital. Amy made sure that George got the best possible treatment and instructed the doctor that he was not to be let out of the hospital until he was completely better and said she would be footing the bill. The bill was \$5000 which Mr Winehouse paid in cash.
- vii) After leaving George at the hospital, Amy took her father to see a man at the beach who rented horses out to tourists. Amy had discovered that the local St Lucian children who regularly played on the beach could not afford to rent the horses. She therefore rented all his horses all day, seven days a week for a month and let the local children ride them for free. Amy told the owner that her father would pay when he arrived. The bill was \$3000.
- viii) One night when Amy was in a pub, she was introduced to a fan who was a wheelchair user. Amy got chatting to her and during the conversation she asked her if she was finding it tough to get by. Amy later told her father, “I knew she was, so I ended up giving her all the money I

had on me. It was nearly £100, she didn't want to take it, but I told her she'd got to. I insisted. That left me with nothing to pay my bar bill.”

- ix) Shortly after Amy died, Mr Winehouse went out to the fans who were holding a vigil outside her house in Camden Place and handed out items of Amy's clothing, jewellery and trinkets to the fans saying, “This is what Amy would have wanted – for her fans to have her clothes.”

51. Mr Winehouse during his evidence at trial:

- i) Confirmed a story that ran in the Independent on 8 March 2011 that Amy decided to have a mass clear out after moving house and donated £20,000 worth of designer clothes by Alexander McQueen and Luella Bartley to a North London charity shop. She turned up in a people carrier with the clothes in bin liners, “top designer gear... all in tip top condition.” According to the Independent, Amy told the charity shop that she would return with more unwanted designer clothes in the future.
- ii) Confirmed that Amy “would have given anything to anyone.”
- iii) Confirmed that Amy's long standing friend Tyler James (“Mr James”) lived with her on and off for many years. He didn't pay any rent and Amy covered his living expenses. Amy also lent him £50,000 which he never paid back. He said that Amy knew that there was no real prospect of Mr James ever being in a position to pay her back.

52. Ms Frost is an actor, director, producer and fashion designer. She first met Amy in around 2002-2003, during the filming of a TV show called "What Sadie Did Next". She later also became friendly with Amy's “very close friends” Ms Parry and Ms Gourlay. In 2008, Amy gave her an expensive dress designed by Fendi. Ms Frost states that she thinks that Amy did this because she felt bad about not returning various items that Ms Frost had lent her over time. Ms Frost said, “At the time I knew that Amy was known for her generosity and that she had given valuable items of clothing and jewellery to her friends including Naomi Parry and Catriona Gourlay.” As I indicated (supra), I accept this evidence completely on the basis that it is agreed by both sides.

53. Ms Osborne is an actor, TV presenter, singer and fashion designer. She met Ms Gourlay in 2005 at a pub in Camden and they quickly became close friends and spent a lot of time together during the Summer of 2005. Ms Gourlay was living with Amy at the time and so Ms Osborne also became good friends with Amy. She also met Ms Parry through Amy and Ms Gourlay. Ms Osborne states that during the time she knew Amy, she was aware that Amy gifted items of clothing and accessories to both Ms Parry and Ms Gourlay. Amy also gifted items to Ms Osborne giving an example of being given a Jojo and Malou designer dress which was clearly a gift and Amy did not expect it to be returned. Ms Osborne also gifted items to Amy including a pair of Gina shoes which Ms Osborne later saw exhibited at the Grammy Museum in Los Angeles in 2020, which she attended to support Ms Gourlay and Ms Parry and in Amy's memory. These shoes were later sold by Amy's Estate at the 2021 auction. Ms Osborne states that in her experience "it is common for close female friends to gift items of clothing and accessories to each other. As someone who is in the public eye, I get sent a large number of items from designers that I will give away to friends and family if I have no use for them, or donate them to charity, and I know that Amy did the same." As with Ms Frost, I accept this evidence unreservedly.

Lending and gifting between Amy and the defendants

54. The evidence given about Amy at trial by both the claimant and the defendants corroborated the above summary. Amy was spontaneous, generous and deeply loving to her friends. She gave away her possessions freely including expensive items. She shared extensively with her close friends including the defendants, and she regularly gave, received, lent and swapped clothing and other items with her friends including the defendants. I accept this evidence and it is consistent with the nature of close friendship between young creative women, particularly when living together, that they would gift, lend and swap items between them.

55. It is agreed that both defendants didn't have much money during their friendships with Amy. Ms Gourlay worked in retail and Ms Parry worked as a stylist – and there is evidence that she lived (as she described it) – from "invoice to invoice" and due to her youth and inexperience, she did not

consider financial planning – such as tax bills. No-one has suggested however that either defendant ever took advantage of Amy’s wealth or her good nature during their friendship and I accept that whilst Amy was able to be more generous to the defendants than they could be to her, they would reciprocate with smaller, more inexpensive items when they could and would also lend her items of their own for her to wear. This is entirely consistent with what everyone says about the defendants and about Amy.

56. It is also significant that as is usually the way with young women in their twenties who are focussed on living their own lives, socialising, partying and forging their careers, Amy’s parents were not involved in most aspects of her life, in particular her day-to-day interactions with her friends and the things they got up to. Mr Winehouse confirmed this in evidence and also confirmed that as is normal for a young woman in her twenties, there would have been things that Amy chose not to tell him. Mr Winehouse accepted that he would not necessarily know one way or the other whether the defendants had loaned items to Amy but he had no reason to doubt it, nor did he have any reason to doubt that Amy would have gifted some items to the defendants.

57. Mr Winehouse also accepted that he could not define which of the Disputed Items the defendants had been gifted by Amy and which had not. He accepted that if Amy gave her friends gifts that she did not regard as being of any consequence, then she would have no particular reason to tell him that she was gifting them. Amy also might not have wanted to tell him because she did not want him to be cross with her – as he was when she gave away the £20,000 gold watch. He agreed that this sort of behaviour was characteristic of Amy. He was unable to give any estimate of the maximum number of gifts that he would expect Amy to have given the defendants over the many years that they knew her, nor could he give a maximum financial value. He said, “You know, I assume, as they were so close, that Amy would have given them some things, but 150 items, I just cannot believe it.”

58. This is consistent with Mr Winehouse’s witness statement (dated 13 October 2025) in which he states, “I’m bringing this claim because I feel I owe a duty to Amy and my family to establish whether Naomi and Catriona sold Amy’s possessions at auction that didn’t belong to them.” This shows that even at that stage of the proceedings, Mr Winehouse could not confidently assert that Disputed Items sold at the 2021 and 2023 auctions by the defendants “didn’t belong to them.” He also says in respect of the

Disputed Items (at §§61 and 62 of his witness statement), “I can’t comment on a lot of what Naomi and Catriona say in relation to each of the Disputed Items ... because I wasn’t present at the time of the alleged gifts/purchases. Amy was a very generous person and I’m sure she did give Naomi and Catriona some of the stuff they auctioned but not all 150 or however many items they say were gifted to them. I don’t remember ever seeing Amy give her things to Naomi or Catriona, or any of them saying that Amy had given them a load of her belongings.”

59. These paragraphs were put to Mr Winehouse by Ms Grossman (counsel for Ms Parry) in cross-examination and he accepted that these paragraphs reflected his evidence. Ms Grossman then pointed out to him that both defendants’ cases were that a large number of the Disputed Items were items that the defendants had always owned but had been lent to Amy. He accepted therefore that the number of Items that the defendants assert were gifted to them by Amy was much lower than the total number of Disputed Items. Mr Winehouse also volunteered that, “I am sure there were times when Amy gifted them items.”
60. In fact, Ms Parry’s case is that only 29 of her Disputed Items were gifted to her by Amy. This was over 6 years of close friendship. In Ms Gourlay’s case, she asserts that 60 Disputed Items were gifted over 9 years of close friendship. It is apparent that a number of these Items, particularly in Ms Gourlay’s case, appear to be inexpensive (such as books, makeup, some items of jewellery, some accessories and some clothes).
61. Mr Winehouse’s son Alex Winehouse (Amy’s brother) said that while he knew the defendants as being friends of Amy’s, he had no knowledge of Amy giving her belongings to the defendants and therefore could not give any evidence about this. Mr Winehouse’s wife Jane Winehouse also gave evidence, and she agreed that Amy was a very generous person and that Amy would not have wanted the defendants to be financially insecure.
62. The position therefore is that the claimant concedes that some of the Disputed Items were probably gifted to the defendants by Amy but he was unable to quantify how many or which. When he said at trial that he did not believe that Amy would have gifted her friends 150 items, it seems that even at

that stage, he had not appreciated that the items that the defendants claim were gifts are significantly less than that, and in many instances, obviously low value items. Neither he, nor his witnesses could provide any direct evidence at all about how Amy and the defendants gifted and loaned items to each other, apart from to confirm the matters I have summarised above regarding Amy's extremely generous nature and her longstanding, close friendship with both defendants.

63. Both the defendants and Amy were into fashion and style, and their taste and styles were similar as is apparent from the photographs of them which are in evidence, where they are often seen wearing similar clothing and accessories. These young women were not businesspeople conducting commercial transactions, they were close friends - and for significant periods of time they were living together or lived nearby - therefore it is unsurprising that they did not keep receipts or formal documents to evidence the lending and gifting of clothing and other items. In fact, it would be more surprising if they had. These young women knew and understood each other very well over a long period of time. They had been through a lot together, undoubtedly looked after each other and had each other's best interests at heart. No one suggests otherwise. In a relationship as close as theirs, it would be surprising if any particular formalities such as written documents or deeds, or formal words and gestures were used such as might be expected in an arm's length context or between older, more worldly people. From all the evidence I have heard about these background matters (none of which was really disputed), I consider that it is consistent with the intensely close relationship that Amy had with each defendant, and their young age, that when she gifted them items, no formality would have been involved. A gift from Amy was often spontaneous and generous and it may have involved few words or at times an unspoken understanding between them, born of longstanding and repeated habit, experience and trust, so that each would know what the other meant and that the item was a gift.

64. It is also important to remember that both defendants were not only extremely close to Amy, but also that they had each become good friends with Amy prior to her achieving global fame. Ms Gourlay in particular met Amy in 2002 before the release of her first album, when both were fairly impecunious.

Ms Gourlay – Category A – Allegedly Owned Items

65. Ms Gourlay worked at a vintage and retro clothing shop called Rokit between 2003 and 2007. Ms Gourlay's evidence was that she would regularly buy items from Rokit using her staff discount and bring them back to the flat that she and Amy shared in Jeffrey's Place where she would lend these items to Amy for her to use, wear and enjoy. They both had similar taste in clothes (as is evident from the photographs of them in the trial bundles). Although Amy started to earn good money following the release of her first album in 2003, she was yet to achieve the major celebrity that came with the release of her second album 'Back to Black' in 2006. It is also notable that Amy throughout her life, remained living in Camden Town the part of London she loved, which is known for its vintage clothes shops and as a hub for young fashion, music and art. It is clear from the photographs of Amy that I have been provided with, that during this period and indeed even after 'Back to Black', her eclectic style included vintage and obviously inexpensive items.
66. I accept therefore that Rokit was the kind of vintage shop that suited Amy's style, and that Ms Gourlay's job there meant that she had first access to any items that she liked and thought that Amy would also like. I accept that these items did not have (and were not expected to have) any great monetary value or legacy value at the time that Ms Gourlay bought them. These items were already vintage and so were items of some age that had been used and worn by others prior to Ms Gourlay buying them. I accept that Ms Gourlay would have bought and lent Amy many items from Rokit and that between them, they would also have gifted, lent and swapped many items of clothing and accessories from other shops and markets throughout their friendship. By way of example, Ms Gourlay identified a pair of sunglasses that were sold by the Estate in the 2021 auction which she had gifted to Amy. Ms Gourlay's unchallenged evidence was that she and Amy had a similar shoe size and that they were often a similar clothing size.
67. The Schedule of Disputed Items lists 25 items in Ms Gourlay's Category A – Allegedly Owned Items, all of which Ms Gourlay says she bought from Rokit and then lent to Amy. It is obvious that each of these are inexpensive items such as bandeau tops, scarves, belts, vintage gloves, bags and several bowling shirts all of which are the sorts of items that would be expected to be found in a shop such as Rokit and all of which are consistent with Amy's and Ms Gourlay's style. I do not find it surprising or

particularly significant that several of the Category A - Disputed Items are similar (but not identical). The items reflect Ms Gourlay's style as much as Amy's and therefore the purchasing by Ms Gourlay of similar inexpensive items that reflect that style, particularly when using her staff discount, would not be out of character.

68. It is also relevant that while a number of these Category A - Disputed Items have similar descriptions, an examination of the pictures of these items shows that they are different colours and styles (for example the bowling shirts, adidas shorts, bandeau tops and scarves). Disputed Items 142 and 143 are two vintage handbags which the claimant asserts are identical. In cross-examination, Ms Gourlay said that she got both these bags from the Rokit warehouse and said that she and Amy "used to dress nearly identically for quite some time [...] I would have sourced those probably from the warehouse actually for the both of us." The claimant says that this statement proves that where there are multiple similar items, then Amy must have been the owner of one and it is implausible that both items belonged to Ms Gourlay. In fact, it can be seen from the photographs in the 2021 auction catalogue that these items are certainly similar, but they are not identical as the shade of velvet on each is different as is the jewel beading.
69. I accept therefore that as with the other items, Ms Gourlay bought both these bags from Rokit, no doubt at the time thinking that both she and Amy could use them when they went out as they liked to dress in a similar way – and so that she could lend one of the bags to Amy to do so. Ms Gourlay's statement that she sourced these bags "for the both of us" is just as consistent with her having bought the bags to lend one to Amy as she claims. She was not cross-examined on this.
70. As Amy started to achieve some success with her album 'Frank' in 2003, her finances improved but her friendship with Ms Gourlay, who was still working at Rokit remained strong. I accept that Ms Gourlay would have continued to source inexpensive, vintage and retro items from Rokit using her staff discount, and that she would have continued to lend items to Amy who it is apparent from the photographs, still favoured such items despite her increasing wealth and fame. Similarly, given their similar styles, and their continued close friendship, I accept that they continued to lend, swap and gift items of clothing, make up, accessories and other items to each other. Both defendants pointed out

that some items that were sold by the Estate in the 2021 auction included items that they had gifted to Amy.

71. In several of the photographs in the court bundles, Ms Gourlay is shown wearing Disputed Items. For example, Disputed Item 78 (silk paisley scarf) appears in a photograph taken in 2005. Disputed Item 102 is a woven belt which Ms Gourlay is wearing together with Disputed Item 69 (Tropical bandeau top) in a photograph taken in April 2009; Disputed Item 126 is a vintage bowling shirt which Ms Gourlay is wearing in a photograph taken in August 2009. Disputed Item 145 is a wicker handbag which Ms Gourlay is carrying in a photograph taken in February 2011 (after it was lent to Amy who was photographed with it in 2010), Ms Gourlay is photographed in May 2012 wearing Disputed Item 127 (a white vintage bowling shirt) and Disputed Item 156 (a striped bandeau top). This supports my conclusion that even after Amy became wealthy and famous, she continued to wear inexpensive, vintage items and would borrow such items from her friends and then return them.
72. It is notable that all bar one of these photographs were taken after Ms Gourlay stopped working at Rokit in 2007. This in my view provides further support for Ms Gourlay's case that she bought and owned these items all along, and at one time lent these items to Amy who then returned them after which they remained in Ms Gourlay's possession.
73. As I have said (supra), Mr Winehouse withdrew his case in respect of some Disputed Items shortly before trial. Whilst I make no findings in respect of the withdrawn items, it is relevant to note that the withdrawn items included Disputed Item 79 (polka dot scarf) which Ms Gourlay said she purchased from Rokit and lent to Amy to wear at a Bacardi B live show in Clapham and a show in Cardiff. Ms Gourlay was photographed wearing the scarf including in or before November 2013, August 2014, February 2018 and November 2018; and Disputed Items 92 and 93 (bandeau tops). Ms Gourlay said she bought this from Rokit and she was photographed wearing Disputed Item 93 on or before November 2010. There is therefore no obvious evidential difference between these items which the claimant has now abandoned and the other items in Category A.

74. The claimant submitted that it is untenable for Ms Gourlay to claim ownership of all these items because there is no evidence that all these items came from Rokit, she has produced no receipts or proof of purchase, and it is implausible that every item used by Amy was a loan from Ms Gourlay rather than a gift. For the reasons I have given, I do accept that Ms Gourlay obtained these items from Rokit, and I do not find the lack of a receipt for these inexpensive items, particularly so many years after the event, at all surprising or inconsistent with the behaviour of a young woman such as Ms Gourlay. Category A contains only 25 items – which over the many years of their friendship, is a very small number of items to lend to a best friend. The fact that some of the items are of a similar type is also consistent with their similar styles and consistent with Ms Gourlay buying items which she then lent to Amy on the basis of their similar taste and style and so that they could, if they felt like it on a particular day, dress in a similar way when they went out.
75. The claimant also pointed to the fact that the 2023 auction catalogue described Disputed Item 156 as “owned by Amy Winehouse”. Ms Gourlay said that this was an error as the catalogue should have said “worn by”. I do not consider that this error undermines Ms Gourlay’s case on this Item. The catalogue entries appear to have been drafted by an employee of Julien’s Auctions. I have not seen any evidence that Ms Gourlay was provided with the draft or final catalogue. Any information provided by the defendants to Julien’s Auctions to inform the descriptions used, will in most cases be well over a decade after the events in question (and in respect of this item some 14-18 years) and it is inevitable that there will be some inaccuracies. The auction catalogues are only a small part of the overall evidential picture, and I do not regard them as being particularly reliable. This is an example of why I have approached my findings of fact on the basis of the entirety of the evidence, rather than focussing on one particular aspect. The effect of this litigation is that both defendants have had to scrutinise every single Disputed Item in detail and go back to such things as Instagram photographs to reconstruct the detail of what the position actually was in respect of each Disputed Item – when at the time the defendants acquired many of these items, it would not have been a matter of great consequence, but just part and parcel of their day to day relationship with Amy. This conclusion is supported by the fact that the evidence in respect of Disputed Item 156 is that it was only in the course

of preparing for this litigation, that Ms Gourlay found a photograph of her wearing it that was taken in May 2012.

76. I have considered each of Ms Gourlay's Category A – Allegedly Owned Items individually but I do not see any basis for forming a different view in respect of any Disputed Item in this category that I have not specifically referenced. In my view, the strong evidence on the Disputed Items that I have specifically referred to, is capable of supporting Ms Gourlay's evidence on the other Disputed Items given that her case is the same in respect of them all.
77. Lastly, I note that in the pleadings, the claimant did not put forward any positive alternative case for how Ms Gourlay acquired these Items other than a bare assertion in the Amended Particulars of Claim that Amy acquired all Disputed Items during her lifetime. In the Amended Reply the claimant simply put Ms Gourlay to proof in respect of these Category A Items. In the claimant's response to the Request for Further Information, he stated that he does not know how Ms Gourlay acquired possession of her Disputed Items and again put her to proof. In so doing, the claimant does not appear to recognise that the burden of proof in respect of the Category A – Allegedly Owned Items is on him to show that they were once owned by Amy. Regardless of where the burden of proof lies, I am satisfied that Ms Gourlay was the owner of all 25 Category A Disputed Items.

Allegedly Gifted Items (general points)

78. As I have already explained, after the release of 'Back to Black' in October 2006, Amy started to be given many free gifts of clothing, accessories and other items from designer brands who wanted to be associated with her. The evidence is consistent that this was a common situation for celebrities and it is also corroborated by the unchallenged evidence of Ms Osborne and also the evidence of Ms Butah. I also accept that as Amy's fame increased, the number of free items she was given similarly increased, meaning that she had far more items that she could ever wear, use or store. Inevitably she would have been given items that were not to her taste which she never wore or used, or items which she wore or used once or twice before deciding that she no longer wanted them. An example of this is her turning

up unannounced at a charity shop with bin liners full of unworn designer dresses after a mass clear out when she was moving house. The claimant did not challenge the generality of any of this evidence.

79. At the same time, Amy's financial wealth also dramatically increased meaning that she was in a position to buy what she wanted (sometimes expensive items, sometimes not). It is entirely consistent with the evidence I have summarised above, that Amy would give items away (including both inexpensive and more expensive items) to her close friends, in particular Ms Gourlay and Ms Parry given the increasing financial gap between them and particularly when she disliked an item or no longer had a use for it.
80. It is also relevant that no one expected Amy to die when she did – despite her well-known addiction battles. Therefore, an item of clothing (or other item) gifted by Amy to her friends – even an expensive item, did not have at the time, (and would not have been expected to have) the legacy and scarcity value that might come with being associated with a celebrity after her tragic and untimely death. In addition, clothing and accessories often deteriorate with age, particularly if they are not looked after, and they often go out of fashion, which is another reason why Amy would give away items.
81. Both defendants said that sometimes they took items that Amy had given them to a consignment store called Bang Bang which would sell second hand items. Ms Parry said she did not recall this ever coming up for discussion with Amy, but she did not think that Amy would have had a problem with it because she had an abundance of stuff and they were two of her closest friends so it would not have been an issue. She described a time when Amy was given a number of Mulberry bags which she gave away to loads of people including Ms Parry and Ms Gourlay. Ms Parry gave hers to her sister.
82. Ms Parry said that Amy was given a lot of unsolicited items as gifts from designers that she did not want, or had no need for, or were not to her style or taste. Amy's style was very specific, so it was common for her not to want these items and to give them away. Ms Parry cited a time when Givenchy sent a load of stuff to Amy including a heavily embellished leather jacket that would have been worth thousands of pounds which Amy gave away because she didn't like it. Ms Parry said that she knew this jacket was not Amy's style.

83. It was also undisputed evidence that Amy gave a D&G dress that she wore in the ‘F-ck Me Pumps’ promotional video to her friend, the singer Thorunn Magnúsdóttir. Mr Magnúsdóttir eventually sold the item through Julien’s Auctions in 2023 as an “Amy Winehouse item”, achieving a hammer price of \$25,000.
84. Lastly, given the extensive and largely unchallenged evidence of the close and trusted friendship between Amy and the defendants, I do not consider it plausible that either of them would have taken advantage of Amy or her generosity or behave in an underhand way by removing items of Amy’s that she had not given them. Consistent with that, I consider that if there was any doubt about whether an item was a gift or a loan, then the defendants would simply have asked Amy for confirmation of whether they could keep the item, rather than just taking it for themselves.
85. The claimant submitted that the defendants cannot prove in respect of any of the Disputed Items, that Amy made a gift of that Item that was valid in law. I will deal with the law and whether the legal requirements have been met in Sections F and G. This section concerns my findings of fact.

Ms Gourlay – Category B – Allegedly Gifted Items

86. The claimant’s case in respect of all Items in Category B is that Ms Gourlay’s evidence of how she was gifted these items is not credible and fails to prove the legal requirements of a valid gift (ie: intention to gift and delivery), particularly where Items were allegedly gifted at a time when Amy and Ms Gourlay were living together. The claimant says that most of the items in this category, simply ended up in Ms Gourlay’s possession after Amy’s death and that she has retrospectively characterised them as gifts.
87. Ms Gourlay said that most of the Category B – Allegedly Gifted Items were gifted to her by Amy, in 2003 to 2004 when they were living together, or in 2007 to 2008 when the two were close neighbours. Ms Gourlay’s evidence was that Amy was always clear with her, that any items she gave Ms Gourlay were gifts rather than loans and that Amy never asked for any item to be returned, nor did Amy suggest that an item she had gifted still belonged to her.

88. Examples of this are Disputed Item 64 ('Frank' album cover and audition boots) and Disputed Item 66 (Adidas stage worn dress). Ms Gourlay's evidence was that Amy gifted her these items in 2004 before an event at Koko (a club in Camden that they liked to go to) and that Amy had spilled nail varnish on the boots and was not going to wear them again. A photograph dated 30 July 2007 shows Ms Gourlay wearing both items which corroborates Ms Gourlay's account, because if Amy had simply loaned the items to her, then it is unlikely that Miss Gourlay would have been wearing them 3 years later.

89. I have been provided with other photographs which show Ms Gourlay wearing some of the Category B - Disputed Items that she says were gifted to her by Amy. These include:

- i) Disputed Item 63 (Vintage Portrait Enid Collins Handbag) - Ms Gourlay said this was gifted to her by Amy in 2003 and was photographed in March 2009 on a shelf above Ms Gourlay's bed.
- ii) Disputed Item 85 (red D&G handbag) - Ms Gourlay said this was gifted to Amy by D&G and that Amy then gifted it to her. Amy's Instagram post from 2008 is a picture of Amy with her arm around Ms Gourlay who is carrying this handbag. Amy's caption reads, "I have been doing better now and that's because of my friends." There is another photo on Amy's Instagram from March 2008 of Amy and Ms Gourlay holding hands in which Ms Gourlay is carrying the same red D&G bag and another photo from September 2009 shows Ms Gourlay carrying the same bag.
- iii) Ms Gourlay said that Disputed Item 86 (Matthew Williamson embellished dress) was gifted to Amy by the designer and Amy subsequently gifted it to her in or around 2009; and Disputed Item 99 (Jonathan Kelsey platform heels) were also gifted to Amy by the designer and were then gifted to her by Amy in or around 2008. There is a photograph in evidence which shows Ms Gourlay wearing both these items in May 2009.
- iv) Disputed Item 105 (stage worn top) - Ms Gourlay said this was gifted to her in approximately 2008 after Amy had worn it onstage. There is an Instagram photograph taken in July 2010, of

Ms Gourlay and Amy with their arms round each other. Ms Gourlay is wearing this top in the photograph.

- v) Disputed Item 108 (Arrogant Cat belt) which Ms Gourlay said was gifted to her by Amy in approximately 2008. There are photographs of Ms Gourlay wearing the belt in March 2009 and August 2013.
 - vi) Disputed Item 113 (Fendi dress and capelet) - Ms Gourlay said this was gifted to Amy by Fendi together with Disputed item 110 (Fendi necklace). Ms Gourlay says that Amy gifted these items to her along with Disputed Items 111 and 112 (Fendi scarves). There is a photograph of Ms Gourlay wearing the Fendi dress in March 2008 and carrying Disputed Item 85 (D&G handbag).
 - vii) Disputed Item 138 (black heart shaped sunglasses) – there is a photograph dated August 2010 of Amy and Ms Gourlay in which Amy is wearing these glasses. Ms Gourlay says that these glasses were gifted to her by Amy in 2010 and that the pink glasses she is wearing were gifted by her to Amy and were then sold by the Estate in the 2010 auction.
 - viii) Disputed Items 146 and 147 (Armani dresses) - Ms Gourlay says that these were gifted to Amy by Armani and that Amy then gifted both to her in approximately 2008. There is a photograph of Ms Gourley with both dresses taken in approximately June 2009.
90. In cross-examination, Ms Gourlay was asked about a limited number of other Disputed Items as follows:
91. Disputed Item 141 (BamBam earrings) - Ms Gourlay's evidence was that these were gifted to Amy in approximately 2010. Ms Gourlay was photographed wearing the earrings in or before August 2011. The claimant put to Ms Gourlay that these earrings were designed by Amy and that therefore Amy would not have wanted to give them away. Ms Gourlay said that the earrings were designed by Patricia Field – a jewellery designer. The earring style itself was already designed, and the customer simply chose what word they wanted across the middle of the hoop earring. She was referred to a text

exchange between her and Ms Parry on 7 November 2021 which was the second day of the 2021 auction:

Naomi Parry: Does the description of the Bam Bam earrings say ‘Custom’ designed by Amy?

Catriona Gourlay: Nope

Naomi Parry: Do you mind if I tell him to say it?

Catriona Gourlay: Jewellery hasn’t been going for much

92. It was put to Ms Gourlay that this exchange showed that these earrings were designed by Amy. As Ms Gourlay pointed out, in fact this exchange supports her evidence – that the earrings were customised by Amy specifying her choice of word. Ms Gourlay said that Amy had two pairs of BamBam earrings and she gave one to Ms Gourlay. She said that in the text exchange, she and Ms Parry were talking about the fact that jewellery was not selling at particularly high prices in the 2021 auction and that perhaps this was due to the descriptions in the catalogue.
93. It is notable that in the 2021 auction catalogue these earrings are referred to as, “designed by Patricia Field... worn by Amy Winehouse on multiple occasions”. I have dealt with the 2021 auction catalogue entries (supra) and this provides further evidence that Ms Gourlay did not have much input into the descriptions. If Ms Gourlay had informed the description of this item, then I consider that this entry would have been likely to have explained that Amy also customised the earrings by choosing the word inside, which would of course have potentially made them more valuable.
94. Ms Gourlay was also asked about Item 155 (a pair of well-worn ballet slippers). Ms Gourlay’s evidence was that these, together with two other pairs were gifted to her by Amy in circa 2009. It was put to her by Mr Legge KC that these were the ballet slippers worn by Amy when she was famously photographed by the press in the early hours of 23 August 2007, with her husband Blake Fielder-Civil leaving the Sanderson Hotel where they were staying, after an argument which ended up in a physical fight in which both sustained injuries and Amy was photographed wearing bloodstained ballet slippers. Ms Gourlay said that this was “absolutely not the case”. She became distressed and said, “why does anyone think I would do something like that to the person I love the most?”

95. It was put to her that Amy's family had asked for this Item to be withdrawn from the 2021 auction because they thought these were the bloodstained ballet slippers from that night. Ms Gourley said that she was not aware of this. There is an email exchange between Ms Gourlay, Mr Julien and Ms Parry on 18 November 2021 (after the 2021 auction), in which Ms Gourlay asked Mr Julien what had happened to one of her lots of ballet slippers. Mr Julien replied that he remembered that the Winehouse family had asked for them to be removed from the auction. It is clear that this was the first Ms Gourlay knew of this as she responds, "So they weren't sold? I never asked for them to be pulled but as long as they are accounted for and still in your possession I can retrieve them from you." Ms Parry then replies to all "was it the blood stained ones"? There is no reply to this from anyone, so it is not clear whether Ms Gourlay read it and if she did, she did not respond.
96. Ms Gourlay said that she was at the Sanderson Hotel with Amy and Blake that night, but she left before their argument, and there was no reason why Amy would have given her an item as revolting as that. She said that it is well known that Amy routinely wore ballet pumps including when out in London. Ms Parry who was Amy's stylist, corroborated this and said that ballet pumps used to be ordered for Amy from Freed (a specialist dancewear shop) and she always had to have spare pairs available for Amy to wear and to swop with old ones that had become too dirty. Consistent with this, Ms Gourlay said that Amy used to carry spare pairs of ballet shoes with her because these shoes were not meant to be worn outside and they very quickly became stained and "revolting" after one or two wears. Amy would also keep spare pairs with her and at the end of a night out, they would take off their heels and Amy would give out ballet pumps in varying states to her friends to wear home. All Amy's close friends would therefore have pairs of ballet pumps given to them by Amy in various conditions. Amy also had a stack of ballet pumps in the bottom of her wardrobe, and she gave all her friends several pairs of these. Ms Gourlay said she kept them because she wore them on and off and she therefore had three pairs of messed up ballet pumps which she kept in her flat which was in a chaotic state (two pairs are Disputed Items 154 and 155 which were sold in the 2023 auction).

97. I was shown a photograph of Amy and Ms Gourlay walking along the street together in which both are wearing identical ballet pumps that are heavily stained and in poor condition. This supports Ms Gourlay's evidence that she also wore ballet pumps provided to her by Amy.
98. I consider that the issue of whether Disputed Item 155 was or was not, the pair of ballet pumps that Amy was wearing on 23 August 2007, is not a matter on which I can make any findings, given that there is no evidence before me to prove that these were the ballet slippers worn that night, nor that the marks on them were bloodstains. Both are therefore speculation. The fact that Ms Parry asked whether the ballet shoes that had been removed from the auction were the "blood stained ones" is not sufficient to make any such finding. In written closing submissions, Mr Legge KC submitted that this email exchange meant that Ms Gourlay must have known when she later sold this item in the 2023 auction, that the family had identified them as bloodstained and did not want them to be sold. I do not consider that such a conclusion follows from this very limited exchange and even if it does, Ms Gourlay was clear in her own mind that these were not blood stained and were not the ballet slippers that Amy wore that night.
99. Ms Gourlay said that when Amy died, she put anything that she associated with Amy into a trunk which she kept at her mother's house and that her mother had told her that stuff "might not feel important to you now but it might be important to you later on." It was put to her that she had not been gifted the ballet pumps (Disputed Items 154 and 155) but had simply picked them up and they therefore belonged to Amy— she denied this.
100. The claimant also submits that given that on Ms Gourlay's own evidence, "the shared accommodation with Amy was chaotic, with "things everywhere", that Amy kept vast numbers of ballet pumps and the inherent improbability of Amy gifting ballet pumps in such poor condition, the far more likely explanation is that these belonged to Amy and were in their shared accommodation but simply ended up in Ms Gourley's possession." Unfortunately, this is not an accurate quotation of what Ms Gourley said. As I have set out above, she said that Amy would routinely give ballet shoes to her friends, either ones she kept at home or spare pairs that she had with her when they went out. Furthermore, she did not say that she picked up the ballet pumps (Disputed Items 154 and 155) when vacating

accommodation that she shared with Amy. What she actually said, was that after Amy died, she collected together all the Amy related things that she had in her own accommodation including the ballet pumps, put everything in a trunk and stored it with her mother. When Amy died in July 2011, Ms Gourlay was not living with her, so she was plainly referring to items that she had with her at that time – in her own accommodation. This is also clear from Ms Gourlay’s witness statement in which she said that when Amy died in 2011, she had in her possession a large collection of items of clothing and accessories that Amy had gifted to her over the years, or which she had lent to Amy and Amy had worn before returning to her. I find therefore that the claimant’s hypothesis is simply that. It is not based on any sufficient or safe evidence and I reject it.

101. I prefer Ms Gourlay’s evidence. It is probable that she was given these items by Amy to wear and that this was a regular thing for Amy to do with her friends. It is also consistent with other evidence including that Amy wore ballet pumps a great deal, which were all identical and were bought from the same specialist dance shop (indeed there are many photographs of her wearing ballet pumps out in London). These ballet pumps were not designed to be worn as outdoor shoes and quickly became stained and tattered after a couple of wears, this is why she always had spare new pairs to wear. These pumps were also small enough to be carried in a handbag and handed out to her friends at the end of a night out or kept in a cupboard at her house and given by Amy to friends as comfortable, flat shoes to wear when they went out. Ms Gourlay was photographed with Amy when both were wearing stained and tattered ballet pumps which corroborates her evidence that Amy gave her ballet pumps to wear. Given the condition Amy’s used ballet pumps were in, I find it unlikely that Amy would have wanted or expected these to be returned to her. Instead, the evidence is consistent with her giving these ballet pumps away to her friends as essentially disposable items which she did not expect or want to be returned. This would also be consistent with the evidence regarding Amy’s character and her relationships with her friends.

Ms Gourlay - other Category B – Allegedly Gifted Items

102. Ms Gourlay was not cross-examined about the other Category B – Disputed Items. Given how tight the trial timetable was, all counsel had to be economical with the time available, and it is inevitable

that cross-examination of the claimant and the defendants was not going to cover everything. Mr Loveday accepts that the obligation to cross-examine witnesses is a flexible one, not to be applied rigidly and that the overriding consideration is a fair trial (see TUI v Griffiths (“*Tui*”) [2025] A.C. 374; [2023] UKSC 48 at [70(vii)]). He submits however that Ms Gourlay should have been challenged on any material point that the claimant submits should not be accepted (see *Tui* at [70(i)]), particularly given that Mr Winehouse has advanced no positive case in his pleadings. I agree with Mr Loveday that the overriding consideration is fairness to all parties. Given that the claimant’s general case in respect of all Category B items has been clearly stated, and has been put to Ms Gourlay in respect of the specific Items on which she was cross-examined, I intend to approach the remaining Items on the same basis – by testing Ms Gourlay’s evidence against the other evidence in the case and against the claimant’s general case. This in my view is a fair approach in the circumstances.

Disputed Items allegedly gifted when Amy and Ms Gourlay were living together at Jeffrey’s Place (Disputed Items 61, 62, 65, 80, 90 and 91)

103. Ms Gourlay’s case is that Amy gifted her these items when they were living together at Jeffrey’s Place between 2003-2005. Ms Gourlay relies on the general context of their friendship and character that I have already described in detail (*supra*). Within that context, it was clear to Mr Gourlay when Amy was gifting an Item for her to keep. Amy never took back anything she gave and nor did Amy ever suggest that any of these gifted Items belonged to her. Ms Gourlay was photographed wearing other Disputed Items given to her when she was living at Jeffrey’s Place (Disputed Items 63, 64 and 66 (*supra*)) which I have found were given to her by Amy.
104. The fact that Amy and Ms Gourlay were living together means that there was greater opportunity for gifts to be made by Amy – particularly of items that she no longer wanted or had been given but did not want to keep. The obvious person to give these items to is the person who was living with her at the time. Ms Gourlay had her own bedroom at Jeffrey’s Place where she kept her things, and when she moved out, she took all her things with her including the Disputed Items. If Amy had ever regarded the Items that Ms Gourlay had as being loans, she could easily have requested their return given that they were living together in a relatively small flat, and equally for the same reason, it would have been

easy to see what items Ms Gourlay had. Applying the same analysis as with the particular Disputed Items that Ms Gourlay was cross-examined on, leads me to the same conclusion which is that Amy gave these Items to Ms Gourlay to keep.

Ms Gourlay - remaining Category B – Allegedly Gifted Items

105. Ms Gourlay's case is that these items were all gifted to her by Amy between 2007 to 2010. Most of these items are small and of low value. In respect of some items, Ms Gourlay is able to give some detail of the gift:

- i) Disputed Item 72 - Jack Daniels Playing cards – Gifted in 2007 after Amy was given them at an event at the Hawley Arms in Camden – which was their favourite pub, where they went all the time.
- ii) Disputed Item 76 – Playboy Watch – gifted in 2008. Amy bought it at an airport but didn't wear it so gave it to Ms Gourlay.
- iii) Item 88 – Polka dot handbag – gifted in 2008. Inside it were Disputed Items 128-132, 134 – (makeup items), 137 – Givenchy perfume; 140 - hair clips.
- iv) Disputed Item 89 – Long sleeve top – gifted in 2009 with Item 155 (Polka dot halter dress) which Amy had customised to wear as a skirt.
- v) Disputed Item 97 – Black platform heels - gifted in 2007 – for Ms Gourlay to wear to the Olsen twins' dinner at Harvey Nicholls. Amy wore these shoes at the beginning of the evening and then swapped them with the shoes that Ms Gourlay was wearing (which were brown sequin). Ms Gourlay retained the black shoes, and Amy retained the brown shoes. The brown shoes were later sold by the Estate at the 2021 auction.
- vi) Disputed Item 114 - Fendi dress – gifted in 2008 for Ms Gourlay to wear to work after she stayed over at Amy's flat at Prowse Place.

- vii) Disputed Items 98 and 100 – Jonathan Kelsey platform heels – gifted in 2008 and 2007 after Amy had been gifted them by the designer.
 - viii) Disputed Item 109 – Fendi cuff bracelet – gifted 2010 after Amy was gifted this Item by the designer. This was one of a number of Fendi items that this designer appears to have given to Amy over the years.
 - ix) Disputed Item 121 – pair of sheer bras - gifted in 2007 after Amy received them from a designer at an event.
 - x) Disputed Items 133, 135 and 136 - Laura Mercier products – gifted in 2008 after being gifted to Amy.
 - xi) Disputed Items 148-151 – earrings – gifted in 2008 after being gifted to Amy.
 - xii) Disputed Item 139 – Heart shaped sunglasses – gifted in 2010 – these are similar to the sunglasses that Ms Parry and Amy are wearing in the photograph of Disputed Item 138 (supra).
106. The remaining items were gifted in 2007 (Disputed Item 144); 2008 (Disputed Items 87, 94, 95, 106, 119-120); 2009 (Disputed Items 75 and 152).
107. From the above, it is apparent that there are comparatively few gifted items over a period of 3 years, most of which were low value items of little consequence. I can see no reason to distinguish these Items from the other Items I have already dealt with. When set in context, these gifts appear to me to be consistent with the pattern and conduct of the relationship between them. I am satisfied therefore that Ms Gourlay acquired these items as gifts from Amy. I will deal with the law later in this judgment.

Ms Gourlay – Category C – Miscellaneous Items

108. Ms Gourlay was cross-examined about Disputed Item 107 which is a birthday card to Amy signed by Mark Ronson (“Mr Ronson”) (who had produced Amy’s album ‘Back to Black’) and the singer Adele. Ms Gourlay’s case is that this card was given to her at a birthday party that was organised for Amy in 2008, but which Amy did not want to attend and therefore didn’t go to. The card was given to her to

pass onto Amy, but she went straight into work the next day and she did not see it again until she left her job in 2014 when she found the card in the bottom of a drawer in her desk. When she found the card, she had totally forgotten that she had ever had it. She said that Amy came to her office constantly so it is possible that she subsequently came and got other things from her office that were given to Ms Gourlay at the birthday party and discarded this birthday card – because to her Adele was just a regular friend who she had known since she was young, so a birthday card from Adele would have been nothing special.

109. I note that in the schedule of Disputed Items which accompanied the Defence served in these proceedings on behalf of both defendants, it states in respect of this item, “Birthday card given by the senders to [Ms Gourlay] in 2008 at Amy’s birthday event which Amy did not attend. [Ms Gourlay] forgot about the card thereafter and it was never delivered to Amy.” Exactly the same narrative is repeated in the amended schedule of Disputed Items which was subsequently served with Ms Gourlay’s Response to the Claimant’s Request for Further Information. Given that the card was found by Ms Gourlay in the bottom of a drawer in her desk, it is likely that the original explanation she gave is correct. That is not to say that I find that Ms Gourley was being untruthful in her evidence to the court. She simply offered an alternative explanation as a possibility but very fairly said that she had no recollection of this and could not now say that that is what happened.
110. Disputed Item 96 is a dress that Ms Gourlay says was gifted to Amy by Harvey Nicholls to wear to a dinner hosted by the Olsen Twins in October 2007, which Ms Gourlay also attended. After the dinner, she and Amy were allowed free rein in Harvey Nicholls to choose whatever they wanted. Amy gifted the dress she wore at the dinner to Ms Parry in around 2011. Ms Parry never wore it but kept it in her styling kit for use in her work. After Amy died, Ms Parry gave it to Ms Gourlay because she thought that Ms Gourlay might like it as a memento of that memorable evening. Ms Parry corroborated this and said that she could “vaguely but not exactly” remember how she came to be gifted this dress. She said that Amy gave her the dress in 2011 when they were living together in Camden Square. Amy did not ever say that she wanted the dress back. Ms Parry took the dress with her when she moved out. Ms Parry confirmed that she never wore it, and Amy did not ever ask for it back after she moved out

of Camden Square. After Amy died Ms Parry said that she thought that Ms Gourlay might want the dress, “because it was an event that she went to with Amy and it would have more sentimental value to her”. Ms Parry said that she was not going to use the dress in her styling kit anymore, so she gave it to Ms Gourlay.

111. This Item was later exhibited at the Grammy Exhibition with a sign underneath it that said, ““Courtesy of Catriona Gourlay”. This sign was open to the public at this public exhibition.
112. The claimant submits that the evidence from the defendants is insufficient to prove a gift in law from Amy to Ms Parry and then from Ms Parry to Ms Gourlay. The claimant submits that Ms Parry’s evidence is vague on how she came to be gifted the dress.
113. I will deal with the issue of law later. However, I accept the evidence of the defendants in respect of this dress. It is consistent with Ms Parry’s close friendship with Amy and with Amy’s generous and spontaneous nature that she would give away a dress that she had not worn in four years to one of her closest friends. The fact that Ms Parry took the dress with her when she moved out of Camden Square is further evidence that Amy did not want to keep the dress and had given it to Ms Parry given my finding that neither of the defendants would have taken away items of Amy’s if there was any doubt about whether she had gifted it to them, without checking with her first. I also accept the evidence of Ms Parry that she may well have kept this dress in her styling kit until Amy died. It was a striking gold lame design, and I accept that as a stylist, this is the sort of item she probably did keep in her styling kit to be used in her work. Given how close Ms Parry and Ms Gourley were, I also accept that it is consistent with their relationship that Ms Parry would have gifted this dress to Ms Gourlay as a memory of Amy at a time when they were both grieving deeply for the loss of their friend.

Ms Parry – Amy’s friend and stylist

114. Ms Parry had a dual relationship with Amy in that they were close friends, but also, within a year or so of meeting, Amy asked Ms Parry to become her stylist. Ms Parry initially worked on the ‘Back to Black’ music video as well as promotional shots, television appearances and awards ceremonies. Amy quickly became her main client although she did work for other clients usually for one-off jobs. In the

first nine months that Ms Parry worked with Amy they were developing the look for which Amy became well known. Ms Parry said that Amy had a fantastic eye for style but also wanted her guidance and expertise (particularly on designer labels). Amy had strong views about what she wore and likes and dislikes, but she didn't care whether an item was branded, designer or high street. If she was given an item by a designer that she didn't like she would simply give it away.

115. As Amy's stylist, Ms Parry's job was to provide visual looks for Amy and keep her style evolving and fresh. This included obtaining outfits from fashion houses and maintaining and developing relationships with them as well as buying items for Amy, putting outfits together, helping her dress, and also designing the Final Tour dresses (to which I shall return).

Ms Parry – Category A – Allegedly Owned Items

Styling wardrobe items / discarded items

116. In putting Amy's look together, Ms Parry was not always obtaining items from fashion houses or buying them off the rail, she was also using her own creative skills and expertise and items from her own styling wardrobe to make the look come together and also items of her own clothing that she would lend to Amy. Given that Ms Parry was a close friend of Amy's as well as her stylist, it was inevitable in my view, that their professional and personal relationship overlapped and interlinked.

117. Ms Parry's evidence was that it is normal industry practice for a stylist to keep their own personal archive or styling wardrobe of items that they have bought themselves, or that have been gifted to them, whether by an artist or a fashion house. This is an important part of a stylist's kit which is used for editorial shoots or events, or to dress other clients, as well as being a personal record of their work. Ms Parry would lend Amy items from her styling kit, and she also lent Amy items of her own that Amy liked. Ms Parry also worked for other clients during the time she worked for Amy, so she needed a styling kit for those clients too.

118. One example of this was the Karen Millen dress (Disputed Item 11) which Ms Parry's mother had bought her as a birthday gift. Amy said she really liked the dress and wanted to wear it – which she did for a live performance at the Hammersmith Apollo on 24 November 2007. Amy returned the dress

to Ms Parry after the show as it had been a gift to Ms Parry from her mother. This was confirmed in the unchallenged witness statement from Ms Parry's mother (Mrs Dale) in which she said that she bought this dress from House of Fraser, Bristol in 2005 as a birthday present for Ms Parry. Mrs Dale said that apparently Amy liked it and wore the dress onstage before returning it to Ms Parry. Given that this evidence is unchallenged, I accept it, and it follows therefore that I accept Ms Parry's evidence that she was the owner of this dress and that she lent it to Amy who then returned it.

119. Ms Parry was paid for her services as Amy's stylist by submitting invoices to Amy's company Cherry Westfield Ltd ("Cherry Westfield") or her touring company (C.W. Touring Ltd – "CW Touring") via Amy's accountant Ms Cody. Ms Parry said that she was not very good with money and did tend to live from invoice to invoice particularly in the early period, but she said that as a stylist she still had to have a styling wardrobe of things like underwear, shapewear, accessories, basics, makeup and other items. This was particularly important with Amy because she tended to be quite chaotic, and this meant that Ms Parry was often only told a couple of days before that she needed to style Amy for a show or a shoot. Amy also would change her mind at the last minute about what she was wearing. This meant that Ms Parry often used items from her styling wardrobe as well as her own personal items. Ms Parry said that most items in her styling wardrobe were not expensive, although some were items that she had obtained from designers or had been given to her by Amy. These items were in Ms Parry's styling wardrobe, and therefore she did not invoice Amy's company for them. She lent them to Amy to wear and they were then returned. As Amy became more famous, designers would send items as gifts to Amy that had not been requested.

120. Of the Disputed Items that Ms Parry says were owned by her and lent to Amy, most were not of any great value in themselves - for example Disputed Item 14 (Grammy Awards black tube top) which Ms Parry said she bought from H&M for £2.99 as part of the "basics" in her styling wardrobe; Disputed Item 26 (Calvin Klein scarf) which Ms Parry acquired in around 2008 which may have been a free gift when she purchased another item and which she lent to Amy for a photo shoot and then returned; Disputed Items 36-38 (earrings) bought cheaply by Ms Parry from a market and kept as part of her styling wardrobe; Disputed Items 57-58 (Mac lipstick and Rimmel eyeliner) were low value and Ms

Parry kept these in her styling wardrobe. They were described in the 2023 auction catalogue as “owned and used by Amy Winehouse.” Ms Parry frankly accepted that she was unsure whether she had bought them or someone else, or Amy did. However, Ms Parry did maintain a supply of makeup for Amy’s use and swapped out products which Amy had discarded for new products. Amy knew and understood that Ms Parry retained or disposed of discarded makeup products.

121. I heard evidence from Ms Cody who is the Winehouse family’s and the Estate’s accountant and was Amy’s accountant prior to her death. She was involved in the preparation of accounts, personal finances, tax affairs, bank account management for Amy and the corporate entities that supported her commercial activities. She was responsible for paying Ms Parry’s invoices once they were approved by the management company who would usually set a styling budget. She said that Ms Parry’s invoices were paid promptly, and Ms Parry always seemed to be keen for that to happen. Ms Cody said that if Ms Parry used her own money to buy something for Amy, then she would submit a receipt and be reimbursed. Ms Parry also had a company credit card from 2009 which she was allowed to use to buy items for Amy.
122. Ms Parry was unsure whether she had ever in fact had a company credit card. The limited emails on this issue are equivocal. As of September 2009, an email shows that Ms Parry was borrowing a company credit card if needed, however it appears that Ms Parry probably did have a company credit card by late 2009. In any event, a number of items that Ms Parry bought were from markets and the like which would have been unlikely to accept credit card payment back in 2009.
123. Ms Cody said in her witness statement that she considered it “highly unlikely” that Ms Parry would buy items for Amy without being reimbursed, or that Ms Parry maintained her own styling kit that contained items that she had bought and then lent to Amy. However, in evidence it became apparent that she based this opinion on two factors: (1) that she was not aware that Ms Parry had any other clients – which is not a matter that she could know, given that Ms Cody’s only role was as Amy’s accountant. Ms Cody accepted in cross-examination that her opinion was based only on the invoices that she saw. She also said that in fact she did not in fact know whether Ms Parry had other clients. (2) Her impression of Ms Parry was that she seemed to survive from invoice to invoice to fund living

expenses and would regularly chase up payments for submitted invoices – as to which, in cross-examination she accepted that she was not in fact in any position to know whether or not Ms Parry had a styling wardrobe and that she could not in fact dispute that Ms Parry bought items that she did not invoice for and which she kept in her own styling kit. Ms Parry, “was not important to me personally and I had no first-hand knowledge of what she was doing.” I therefore do not consider that Ms Cody’s evidence provides any real assistance on any of these issues as the basis for her opinion is fundamentally flawed.

124. The claimant accepts that Ms Parry may well have maintained a styling wardrobe but alleges that the Disputed Items which Ms Parry says were part of this (Disputed Items 7, 14, 26, 33, 35, 36, 37, 38 and 59) were paid for by Amy through her companies and were therefore Amy’s property. The claimant submits that the only evidence regarding payment is Ms Parry’s word and given that she was not financially well-off at the time, it is unlikely that she would have paid for items with her own money and not sought reimbursement. The documents indicate that Ms Parry did submit receipts for small purchases she had made with her own money (for example an email on 28 July 2009 from Ms Parry to Ms Cody in which she refers to “a few receipts...amounting to £186 which I paid so these I have added onto the invoice as expenses.”) In particular, the claimant says that even though Ms Parry said in evidence that she “absolutely bought ballet pumps for Amy” it is implausible that Ms Parry would have paid with her own money for disposable items such as ballet pumps (Disputed Items 35 and 59) which were a staple of Amy’s wardrobe and were purchased for her regularly. In evidence, Ms Parry described a “swop out” system in which she swapped out dirty ballet pumps for new ones.

125. On behalf of Ms Parry, it was submitted that these were low value, disposable items which Amy discarded after use, “[Amy] would get rid of the dirty ones that she had been wearing and they would usually end up either in a bin, left in a dressing room or go into my suitcase. I would just shove everything in there.” She said that once Amy had discarded items such as ballet shoes and makeup, Ms Parry might still have a use for them as part of her styling wardrobe. Ms Parry said that she later found these ballet shoes in her suitcase archive that she kept at her mother’s house. Ms Parry said that there is a photograph of her wearing this pair or a very similar pair with Amy in Brazil in 2011 so it is

clear that Ms Parry also wore ballet shoes herself. Ms Parry was asked about an email in 2007 from a member of Amy's management team "Naomi, Amy has asked me to let you know that she would like to get some more ballet pumps please." Ms Parry pointed out that she would not have had a company credit card by then, and the ballet pumps could therefore have been bought by her, used by Amy at a show and then discarded by her in favour of a fresh pair, because she no longer had any use for the old ones.

126. The claimant further submits that it is not credible that Ms Parry would have paid for, and kept in her styling wardrobe, items that had been specifically purchased for Amy. For example, the Mini Freed ballet pumps (Disputed Item 7). It was put to her that in January 2011 she and Amy travelled to Brazil together for a concert tour and that Ms Parry was given a budget for this tour, and she sent invoices to Ms Cody for items she bought for the tour. It was put to her that Disputed Item 7 was purchased for the Brazil tour and that she was reimbursed for these. Ms Parry said that these were miniature ballet pumps that she saw somewhere and she bought them with her own money thinking that Amy might find them funny and maybe wear in her hair. She did not invoice Amy's tour company (CW Touring) for these.
127. As regards the three pairs of earrings (Disputed Items 36-38), Ms Parry's updated schedule attached to her Request for Further Information Response refers to these as having been "purchased for Amy to wear and part of the wardrobe she maintained for Amy's use, never worn by Amy". As regards the leopard print Deadly Dames dress (Disputed Item 33), Ms Parry said that this dress belonged to her, and Amy borrowed it on her Brazil tour. The claimant submits that this dress is similar to another Deadly Dames dress that was owned by the Estate, which Amy also wore on the Brazil tour. Ms Parry said that both dresses came from the same place, but she denied that she bought them at the same time using CW Touring money.
128. The claimant has provided emails between Ms Parry and Ms Cody regarding submitting invoices for payment of work done for Amy which included items purchased for her by Ms Parry for which she was reimbursed. Ms Parry does not dispute that this did happen. What she says however, is that it did not happen all the time, and that particularly for lower value items and basics, she would use her own

money and not ask for reimbursement. These items formed part of her styling wardrobe, which she used not just for Amy but for other clients too. The fact that Ms Parry also lent her own personal items to Amy is directly corroborated by Mrs Dale's unchallenged evidence regarding Disputed Item 11 (Karen Millen dress) as I have said, and this corroborates Ms Parry's evidence that she also lent Amy the Deadly Dames dress (Disputed Item 33) and that lending Amy her own items including dresses, was part of the way she operated as Amy's stylist – because as well as Ms Parry being Amy's stylist, they were also close friends who were used to lending and giving each other clothes and other items. The fact that Amy also wore a similar Deadly Dames dress on the Brazil tour does not detract from this conclusion. Ms Parry and Amy's taste and styles were similar – that is no doubt one of the reasons why Amy engaged her as her personal stylist. The claimant has produced no invoice or receipt to show that Ms Parry bought these dresses at the same time, or that she used company funds or was reimbursed for these. I accept Ms Parry's evidence in respect of this Item

129. The claimant criticises Ms Parry for not having any receipts or documents to prove that she purchased these items. However, the emails and invoices provided by the claimant show that Ms Parry supplied invoices and receipts to Ms Cody as proof of payment if she wanted reimbursement. It is therefore the claimant via his accountant Ms Cody that should have possession of these receipts. It is notable that the claimant has not provided a single receipt or invoice that relates specifically to any of these items. I find that as a stylist who worked principally for Amy but also for other clients, Ms Parry would need to have a styling wardrobe (the claimant accepts this) and this would be made up largely of items that she bought that she thought Amy might want to use, or basic items that might be needed particularly given that Amy was quite chaotic and last minute. I accept Ms Parry's evidence that she would purchase items herself for her styling wardrobe and that she would use her own money, particularly if the items were cheap or basic items. This applies particularly to Disputed Items 7, 14, 26 and 36-38.
130. As regards the ballet pumps (Disputed Items 35), I accept Ms Parry's evidence that these were essentially disposable items which Amy discarded after a couple of wears, having been swapped out for new ones by Ms Parry and that she would keep ballet pumps in her styling wardrobe, both new and used ones that Amy had discarded which Ms Parry might use herself or which she just swept up into

her suitcase at the end of an event. Although Ms Parry cannot recall whether she actually paid for these particular ballet pumps with her own money, the claimant cannot prove that she did not, given that he has produced no invoice or receipt that proves that these ballet pumps were paid for by Amy's company. The claimant accepts that the burden is on him to establish that in respect of the Category A items, the Estate owned the item in question / had an immediate right to possession of the Item. I therefore find that that burden has not been discharged. In addition, in respect of Disputed Item 59 (ballet pumps) I accept Ms Parry's evidence that Amy routinely discarded ballet pumps after use and they were essentially disposable items. Once she had disposed of an item by leaving them in a bin, or in a dressing room, in favour of a fresh pair, she had no interest in what happened to them thereafter. The same analysis applies to Disputed Items 57 and 58 (makeup).

Ms Parry – Category B – Allegedly Gifted Item

Items gifted by designers – “Protocol items” (Disputed Items 4, 5, 13, 15, 24, 31 and 32)

131. As Amy became more famous, designers and fashion houses wanted to be associated with her and wanted Amy to wear their clothing and accessories. They would therefore loan items to Amy in the hope that she would be photographed wearing them.
132. Ms Parry described how loans and gifts from fashion houses worked. Sometimes she would have to sign a loan agreement in her own name, and she would be responsible for returning the items within a given timeframe. Other times, an item would be loaned through her without a signed loan agreement but there would be instructions about returning it or the designer would contact her within a couple of weeks to ask for its return. Often this would be because Amy hadn't worn it, so the outfit could then be sent to another celebrity, but this would depend on the relationship that Ms Parry had with the fashion house. Ms Parry said that she had a good relationship with D&G. It was Ms Parry's responsibility to look after and return any item that was borrowed. If there was no written agreement, instruction or subsequent request to return an item within a month, then this meant that the fashion house intended the item to be kept as a gift. Ms Parry would therefore ask Amy if she wanted to keep

the item. If Amy said no, then the arrangement and understanding between them was that Ms Parry could keep the item.

133. Ms Parry explained that it was normal industry practice for a stylist to be sent lots of items, as fashion houses were keen to get an artist to wear their items in the hope that they would be photographed by the press, which would provide the fashion house with valuable advertising and marketing. The route to an artist was through their stylist. The fashion house would therefore 'woo' the stylist by giving them items in the hope that the artist would wear them. Many items are therefore given to stylists that are never used by the artist at all. If an item has been photographed with one artist, it is less likely that another artist will want to be seen with it themselves. Artists will often only wear or use an item once because they consider it bad publicity to wear it again, or because they want to keep their style evolving and current.
134. As Amy's fame grew, particularly after the release of 'Back to Black', so did the number of items she and Ms Parry received as gifts. Fashion houses regularly sent items to Ms Parry that they thought Amy might like, without those items having been sought or requested by Amy or Ms Parry. Some items were sent as a gift for Amy or as a gift for Ms Parry as the stylist (as the designers wanted to stay in with the stylist as a route to their client). Any items that were sent as gifts for Amy would be shown to her by Ms Parry, who would ask Amy whether she wanted to keep it.
135. Ms Parry said that she and Amy agreed between them from when this first started to happen in 2007, that if Amy didn't want to keep the item, and if she didn't want to give it to another friend, colleague or family member, then Ms Parry could keep the item, which would then become part of Ms Parry's styling wardrobe or she would wear the item herself. This practice was referred to in the trial as the "protocol". The protocol also included items that Amy had been gifted by a designer that she then wore at a show or event. Afterwards Ms Parry would ask Amy whether she wanted to keep the item. If she did not, then the protocol that she and Amy had was that Ms Parry could keep the item for herself, for her own use, or as part of her styling wardrobe. Ms Parry said that from her knowledge of the stylist business, and her work with Amy and other clients, this was common practice and that she then had an absolute discretion as to what to do with the item.

136. Ms Parry said that where an item was loaned by a designer or fashion house and its return not requested, then the protocol was that unless Amy said that she wanted to keep the item, Ms Parry was entitled to treat the item as hers to retain, either personally (for her own use or in her styling wardrobe). Sometimes, in the future, a client may decide to wear one of these items for an event and would then return the item to the stylist after use.
137. Ms Parry said that occasionally Amy loaned items to her friends, but she generally did not loan an item if she liked it and was still using it. If she did loan an item, she would expressly ask for it back or just take it. Amy was however very generous in giving away items that she had become bored with or did not consider that she would use again.
138. The claimant does not dispute the general description of how items came to be lent or gifted to celebrities by designers via the celebrity's stylist, but submits that this 'protocol' regarding the gifting of items by Amy to Ms Parry is implausible, not supported by extrinsic evidence, and even if it did indeed exist, it is insufficient to amount to evidence of a gift in law. I will address the law later in this judgment, but I do not accept the submission that the 'protocol' itself was implausible and nor do I accept that there is no extrinsic evidence to support it. In my view the 'protocol' needs to be set in the context of everything that is known about Amy's character, her casual attitude to possessions in particular clothing and accessories, and her relationship with a very close and trusted friend who everyone accepts was a true and loyal friend to Amy. For the reasons I have explained (supra), given the fact that Ms Parry was not only an extremely close friend, but was also Amy's stylist, it is inevitable that they developed ways of communicating and working together that was built on a shared understanding that reflected their intensely close, personal and professional relationship. I consider that this context provides extrinsic evidence of the existence of this 'protocol' and when set in this context, it is more probable than not that it is consistent with their relationship and with Amy's character and behaviour.
139. It is also relevant that given the close professional and personal relationship between Amy and Ms Parry, this meant that Ms Parry probably spent a great deal of time with Amy and the two spent a lot of time discussing and planning outfits for Amy. Ms Parry's role as stylist meant that she was directly

involved in sourcing items for Amy and also receiving items from designers – whether loans or gifts. It follows that if Amy was minded to give away an item, Ms Parry was likely to have been the person closest to her in terms of their physical proximity, the large amount of time they spent together, their shared interest in fashion and style and their close friendship. I do not therefore find it surprising that Ms Parry would have been the recipient of a number of gifts of items from Amy including items which were originally gifts from designers. It follows that I accept Ms Parry's evidence regarding the various 'protocol' Items unless I indicate otherwise.

Disputed Item 4 (Moschino heart bag)

140. Ms Parry dressed Amy for the Brit Awards in February 2007 where she was nominated for several awards. Designer brands want to dress celebrities who are nominated for awards, so Ms Parry borrowed three outfits, one from Preen, shoes and a red heart shaped bag (Disputed Item 4 – Moschino heart bag) both from Moschino and two dresses from Armani. Amy wore the Preen dress (which was later sold by the Estate at the 2021 auction) and carried the heart shaped bag. It was put to Ms Parry by the claimant that in her book entitled 'Beyond Black' she wrote, "The Brits 2007 fell on Valentine's Day and when Moschino sent over this unbelievably kitsch heart bag Amy got really excited and we built the outfit around it. To me this was the moment that she really found her signature style. It was the most comfortable I had seen her."
141. Following the Awards, Ms Parry returned all these items to their respective press offices. Later that year in 2007, Amy performed at the Music of Black Origin ("MOBO") Awards and was nominated for four awards winning 'Best UK Female Artist'. Ms Parry borrowed dresses from Luella Bartley and Moschino for Amy to wear. Moschino couriered the dresses to Amy's dressing room at the O2 Arena, and in addition, they included the same red heart shaped bag that she had carried at the Brit Awards (Disputed Item 4). It was accompanied by a note which said words to the effect of 'keep it as a gift'. Ms Parry was very excited about this as it was the first time they had received a gift from a designer and it showed that Amy was becoming a major star. However, when Ms Parry told Amy, she just looked at the bag, was dismissive and said, "I will not wear that again, you can have it." It was put to Ms Parry by the claimant that it was unlikely that Amy would have rejected the bag if she had been so

excited to receive it at the Brit Awards. Ms Parry said that she recalled being shocked by that and she remembers Amy saying this clearly because for Ms Parry, this was a really big moment. She said that Amy's rejection of the bag could have been because at the time of the Brit Awards, she was with a boyfriend called Alex Clare, but by the time of the MOBO Awards she was back with Blake Fielder-Civil. Ms Parry was delighted to have the bag, and it became part of her personal archive and styling wardrobe.

142. The claimant put to her that the 2021 auction catalogue said that the red heart bag was custom made for Amy and that "[Ms Parry] noted that [it] was designed for [Amy] by Moschino". She said that Julien's Auctions may have taken what she said and elaborated a bit. She knew that this was likely going to be one of the most valuable items in the 2021 auction. In her book 'Beyond Black', Ms Parry referred to this bag as a "limited edition" which Ms Parry said meant that it was most likely one of a limited number, or it could mean a one off, but it was not made just for Amy. The book does not say that the bag was designed for Amy. The claimant also pointed to a text from Ms Parry to Mr Julien in July 2021, in which she said, "...just so you know that heart bag is one of kind and in the papers they say it was made for her which I'm not entirely sure is true but Moschino have never complained!". The claimant submits that it is not credible that Ms Parry did not check the entry for this Item when she thought that it was likely going to be the most valuable Item in her collection. From the evidence, Ms Parry was sent a draft of the 2021 auction catalogue in August 2021 and the final version in September 2021. She certainly checked the items that were in the catalogue, but it is not clear how much involvement she actually had in the wording used, or how much attention she actually paid to this, as the catalogue was drafted by a member of Julien's Auction staff.

143. Ms Parry said that after Amy said that she could have the bag, she kept it in her house and Amy used to come round and see the bag hanging on the back of her bed. Amy never asked for the bag to be returned to her or queried why she had it – which she would have done if she had not gifted it to her. Ms Parry denied that she had just kept the bag and denied that Amy had not gifted it to her.

144. Ms Parry's evidence regarding the bag being returned to Moschino after the Brit Awards in 2007 and then sent again as a gift to Amy's dressing room at the MOBO Awards later that year was not

challenged by the claimant. This evidence makes it more likely that this bag was not designed specifically for Amy because if it was, then it is more likely that Moschino would have gifted the bag to Amy when they first sent it to her. It also accords with what Ms Parry said in her book 'Beyond Black' (in which she did not say that it was made for Amy) and what she told Mr Julien by text (that she was not entirely sure it was true that the bag was made for Amy). As I have said (supra), I place little reliance on the auction catalogue descriptions. That this entry says what it does is in my view likely to be explicable by the fact that open source research would have resulted in press articles which referred to the bag as having been made for Amy, and additionally, if Ms Parry was consulted about this description in the catalogue, she is likely to have said the same as she said to Mr Julien.

145. The claimant submits that given how much Amy liked the bag when she used it at the Brit Awards, it is unlikely that she would have rejected it outright when it was sent back to her a few months later. However, this sort of behaviour is consistent with all the evidence about Amy that I have summarised (supra) in particular her extreme and spontaneous generosity, how she would tire of clothing and accessories and give them away, and how she liked to keep her style unique, fresh and evolving. I also accept Ms Parry's unchallenged evidence that an artist will often only wear or use an item once. I consider that this would be particularly relevant with an item as striking as this bag – when Amy had been extensively photographed carrying it at the Brit Awards – it would be very obvious if she was seen carrying it again – and this is consistent with the words that Ms Parry says Amy used when she gave her the bag. The claimant also submits that there is no clear evidence of words of gift, but given that Ms Parry and Amy were together in Amy's dressing room at the time, I accept Ms Parry's evidence that Amy gave her the bag and that when she did so she would have told her that she could have it.

Dolce and Gabbana (Disputed Items 7, 13 and 6)

146. Ms Butah was a witness called on behalf of Ms Parry. She said that she was employed between January 2008 and June 2014 by D&G as a PR and Celebrities Manager and dealt with celebrity endorsements. She gave evidence about how product placement with celebrities worked and what the expectation was regarding whether items placed were provided as gifts or alternatively items were loaned and needed to be returned.

147. Ms Butah corroborated what Ms Parry said about how and why designers would lend or gift items to celebrities. She said that D&G always operated through the stylist and never with the celebrity directly. If D&G did not stipulate one way or the other whether an item was a gift or a loan, then if D&G wanted the item returned, she would contact the celebrity's representative or stylist within a couple of weeks of providing the item to request its return. It would be the responsibility of the stylist to ensure that the item was returned. If there was no request for the return of an item, then it was up to the celebrity or their stylist / representative to decide what to do with it. In effect, Ms Butah's evidence was that in these circumstances the item was to be regarded as a gift to the celebrity. If the celebrity did not want the gift, then it would stay with the stylist who as far as the designer was concerned, may use it for his or her own purposes, other clients and / or as part of their styling wardrobe.
148. As regards popular artists such as Amy, the common practice was for the celebrity and the stylist to "keep the clothing when they liked it, to keep them in good faith and maintain a good working relationship."
149. Ms Butah gave evidence about three of the Disputed Items:
- i) Disputed Item 7: Gold floral leaf cocktail dress which D&G which was sent to Amy through Ms Parry, for her to wear at her concert in Blackpool on 20 November 2007. D&G did not request the return of this item. Ms Butah specifically recalled this dress because D&G was keen to work with younger artists in order to promote its brand to a younger market. Amy was one of the artists that she identified as being someone that D&G should be associated with. In November 2007, Amy was performing live at the Empress Ballroom in Blackpool, and she saw an opportunity for a strong celebrity endorsement for D&G. She arranged through Ms Parry to deliver the dress as a gift to Amy with a view to her wearing the dress. Amy did in fact wear the dress and was photographed in it. D&G gifted the dress to Amy so did not request its return.
 - ii) Disputed Item 13: Black leopard skin skirt – D&G sent this to Amy through Ms Parry, for her to wear at the Brit Awards on 20 February 2008. It was not stipulated whether this item was a

gift or a loan, but no request was subsequently made by D&G for the return of this item, therefore it was for Amy or Ms Parry to decide what to do with it.

iii) Disputed Item 6: Black split dress – this was one of two dresses provided to Amy through Ms Parry for her to wear to the wedding of her agent and friend Nick Shymansky. These dresses were loaned by D&G, but no return date was given for them. As Amy died the day before Mr Shymansky’s wedding, D&G did not request the return of these dresses, therefore it was for Ms Parry to decide what to do with them. This item is listed as a Category C – Miscellaneous Item and I will return to it later in this judgment.

150. In cross-examination by the claimant, Ms Butah said that she was very friendly with Ms Parry and had known her for many years, but it is clear from the way she described their relationship that what she really meant was that their relationship was based more on working in the same industry, “when you work in communications or public relations...you kind of dip in and out with people. You we check in routinely, like, every year, every two years just to see where you are all at in case our paths may cross...I just intermittently touch base with her.” Ms Parry’s evidence was that Ms Butah was a work colleague and that they had never socialised together or gone out for a drink or dinner, they have only ever talked about work.

151. It was put to Ms Butah that her evidence regarding the Gold floral leaf cocktail dress (Disputed Item 7) could not be correct because the 20 November 2007 Blackpool concert was prior to Ms Butah starting work at D&G, according to her LinkedIn profile. It was put to her that she and Ms Parry had discussed what she should say in court and that her witness statement is the product of that. Ms Butah denied this and said that in fact she was working for D&G in November 2007 as she was headhunted by D&G towards the end of 2007, so she has made an error about her start date. I do not find that Ms Butah was intending to deliberately mislead, nor that she and Ms Parry have colluded about the contents of her witness statement. I accept what both Ms Butah and Ms Parry said about the nature of their relationship as both were in my view broadly consistent. I do not consider that that is because they have colluded. When that suggestion was put to Ms Butah her visible and spontaneous, physical recoil, was in my assessment due to genuine shock and her strong denial entirely genuine.

152. As to the issue of her start date at D&G, I find that she plainly had a genuine recollection of the Gold floral leaf dress and was able to give a large amount of detail about it and the circumstances in which it was lent to Amy, including convincing evidence about why this dress was particularly memorable for her, given that she was newly employed by D&G and was actively looking for opportunities to get D&G items worn by younger celebrities of which Amy was one of her main targets. I have considered the fact that her clear and detailed recollection of this item is at least potentially at odds with the relevant time periods for when she said she started work at D&G in her witness statement. But given that I accept Ms Butah's evidence regarding this dress, it follows that I accept that Ms Butah has for some reason got her dates wrong as to when she left her previous job and started at D&G. I consider that Ms Butah was hampered by the lengthy lapse of time between the events in question and the making of her witness statement (as all the witnesses were to some extent). I accept therefore that whatever the reasons are for the inconsistency in start dates, they are born of innocent error. It follows that I do not therefore accept the claimant's submission that Ms Butah's evidence is critically undermined by this error.

153. Ms Parry's evidence regarding the D&G Disputed Items was as follows:

154. Disputed Item 7 (D&G gold leaf dress), was gifted to her by Amy on 20 November 2007 after Amy's show at the Empress Ballroom in Blackpool. After her performance, Amy took the dress off and told Ms Parry that she would not wear it again (although Ms Parry could not remember verbatim what was said). Ms Parry therefore packed the dress away with her own possessions and kept it – in accordance with the 'protocol'. Amy never asked about the dress or requested its return. Ms Parry denied that if Amy said she was not wearing something again, then Ms Parry was simply keeping it for her. If Amy did not want something, then she gave it to Ms Parry.

155. Ms Parry was able to give a graphic and detailed description of what happened that night, and it was clear to me that this night was a memorable one for several reasons. Ms Parry said that just before Amy went on stage, she decided that she did not like the dress and asked Ms Parry to cut the bottom off. Ms Parry did so, and it is plain from the photographs of that concert, that the dress is extremely short on Amy, and this also explains why the bottom of the dress had become frayed by the time it was

sold at the 2021 auction. Ms Parry said that after the concert Amy could not wait to get out of the dress. This makes it more probable that Amy did not like the dress and did not want to keep it after the show, and therefore more probable than not that she gifted it to Ms Parry.

156. Ms Parry agreed that Amy was drinking or taking drugs during this show and that the tour was cancelled on 26 November (6 days after this show). The claimant submits that this means that no reliance could properly be placed by Ms Parry on Amy making a gift of the dress, or on the words she used when she was in that state, and therefore the evidence is insufficient to amount to a valid gift in law. I will deal with the legal requirements of a gift later in this judgment.

157. Ms Parry's response was that Amy's state at this time did not mean that she did not know what she was doing or was not capable of deciding to give away a dress to her friend that she didn't like. I accept Ms Parry's evidence about this. Ms Parry said that she knew Amy very well, she had seen her in good times and bad, sober, drunk and on drugs. Ms Parry had got to know Amy's different states of intoxication or the effects of drug taking on her. She knew the difference between Amy being so under the influence of drink or drugs that she didn't know what she was doing, and when she was still functioning mentally and physically. On this night, Amy was able to perform the show and remember the words to her songs, it just wasn't the greatest performance. This is corroborated by the video footage and reviews of the concert. Ms Parry felt that her ability to gauge when Amy was able to engage and make decisions such as giving away items, as opposed to when she was not in a fit state to do so was "pretty excellent". Ms Parry gave examples of the difference. She described an occasion where she had felt really worried by Amy's state and had called Mr Winehouse who came over. On another occasion – at the Belgrade Final Tour show, she had begged Amy's management not to put Amy on stage because she was "absolutely out of her mind drunk" but her management said that she had to go on. Ms Parry was devastated by this because that show was a disaster and she was terribly worried about what was happening to her close friend.

158. Ms Parry was asked in cross-examination what would have happened if Amy had later changed her mind and asked to wear the dress again. Ms Parry said, "she was my friend, if she changed her mind, of course I would, but she did not." She was asked whether she could have refused to let Amy wear

the dress again to which Ms Parry replied that she did not know how to answer that because it is hypothetical and this situation never actually arose. Doing the best she could, she offered that in that situation she and Amy would have likely had a discussion, Amy would have borrowed the dress from her and given it back afterwards. Ms Parry was asked whether it was her understanding of the relationship with Amy that she could sell things gifted to her by Amy. Ms Parry said that Amy did give her some items which Ms Parry then sold because Amy had an overflow of items that had been gifted to her “she was a very big celebrity at one point and everybody was throwing stuff at her. She had way too much for one person, so she would give stuff to all of us and we would all go and occasionally sell stuff.”

159. It was put to her that as regards the D&G gold leaf dress, it was not part of her understanding with Amy that she could sell the dress. Ms Parry said, “it would have been weird if I had gone and sold it at the time and marketed it as Amy's dress at the time, but again if I own the dress then I can do what I want with it and I do not think Amy would have had a problem with it if we had spoken about it...but we did not because that never arose because of course I am not going to sell it.” I take the view that what Ms Parry was being asked to do was to speculate about situations that had never actually happened. I accept that from everything that is known about Amy (supra), when she made a decision that she didn't like, or want an item anymore, then it is consistent with her character that she would give that item away to a friend and having done so, she would move on and not be likely to change her mind. I accept that it is more probable than not that Amy did make a decision on the night of the concert that she didn't like this dress, which was why she made Ms Parry cut the bottom off it just before she went on stage. It follows that I also accept Ms Parry's evidence that Amy gifted the dress to Ms Parry after the concert in accordance with the 'protocol' that they had developed which was a shared understanding between them born of their intensely close professional and personal relationship. The same analysis applies to the other 'protocol' Items which I deal with below, and it follows that I accept Ms Parry's evidence about these Items unless I indicate otherwise.

160. Disputed Item 13: Black leopard skin skirt – Ms Parry's evidence was that D&G sent this to Amy through Ms Parry, for her to wear at the Brit Awards on 20 February 2008, together with a tartan

bustier top. Ms Parry returned the tartan top to D&G and said that it was subsequently sold by someone else at Julien's Auctions on a later date. Amy removed the skirt after the Awards show and gave it to Ms Parry. D&G did not ask for the skirt to be returned so she retained it in accordance with the 'protocol' that in these circumstances, unless Amy said she wanted to keep in the item, Ms Parry was entitled to regard it as a gift from Amy.

*Other 'protocol' items
(Disputed Items 12, 15, 16, 17, 24, 31,32)*

161. Disputed Item 12 (Blender dress): Ms Parry said that this dress had been gifted by a designer for a photo shoot for Blender Magazine in 2007. Amy was on drugs during the shoot and Ms Parry said that she could barely keep her eyes open and it took three attempts to get the shots. After the shoot, Amy took the dress off and handed it to Ms Parry. Ms Parry said that she did not ask Amy at the time whether she wanted to keep the dress because of the state Amy was in at the time. Instead, she asked Amy a few days later when she was in a better state whether she wanted to keep the dress. Amy said that she wouldn't wear the dress again and that Ms Parry could keep it. Ms Parry said that probably the reason Amy did not want to keep the dress was because the photo shoot was, "horrendous". I note that this is a further example of Ms Parry being in a position to know when Amy was in a fit state to make rational decisions (including making gifts) and when she was not.
162. Disputed Item 15 (Grammy Awards skirt): Ms Parry's case is that the skirt was loaned to Amy by a designer and that she dressed Amy in the skirt for the Grammy Awards show in February 2008 with a top (Disputed Item 14) that was owned by her and was part of her styling wardrobe. Amy had an outfit change during the show and therefore took both items off. Ms Parry put both items in her suitcase in which she transported loaned items and her own styling closet to and from the show. The designer did not subsequently ask for the return of the skirt, and it was therefore a gift from the designer. Amy however said that she would not wear it again and therefore Ms Parry kept it in accordance with the 'protocol'.
163. Disputed Items 16 and 17 (Fendi bracelet and Fendi bag): Ms Parry's case on these items was that in 2008 she went to the Fendi store with Alex Foden (Amy's hairstylist). They selected items for Amy

on her behalf and Fendi gave these items to Amy for free. Later she and Amy went through these items and Amy said that she did not want some of them including these Disputed Items. Ms Parry cannot recall precisely what was said, but she asked whether she could keep these and Amy agreed.

164. Disputed Item 24 (Shell purse): Ms Parry's case is that this was an item that was loaned to Amy by a designer which was unwanted and unused by Amy. In October/November 2009, after Ms Parry returned from a trip to the USA, she went to Amy's house to collect items that had been loaned to Amy including this. The designer did not subsequently ask for the return of this item and Amy did not say that she wanted to keep it, therefore in accordance with the 'protocol', Ms Parry kept the item as a gift.
165. Disputed items 31 and 32 (Giorgio Armani handbag / Emporio Armani handbag): Ms Parry's case is that Amy gifted both handbags to her in 2008 in Amy's house in Prowse Place. Amy had been sent a number of gifts from Armani, and they went through them together. Amy said that she "hated" these two handbags and that Ms Parry could have them.
166. In cross-examination, it was put to Ms Parry that the 2021 auction catalogue entry for Disputed Item 32 says, "Naomi Parry was photographed carrying the purse for Amy Winehouse while catching a flight in Rio de Janeiro to Recife, Brazil, to continue her concert tour through Brazil in 2011" and that in an email to Julien's Auctions, Fashion and Costume Specialist in June 2021, Ms Parry said that this bag was given to Amy by Armani "at the same [time] as the large one in my collection. There is a picture of me carrying it for her with us linking arms in Brazil". It was put to Ms Parry that these statements must mean that Disputed Item 32 was Amy's bag and Ms Parry was simply carrying it for her. Ms Parry said that she thinks she said that for provenance purposes, accepting that she knew that this item would be more valuable in the auction if it had more of an association with Amy, than a bag that had been gifted to her, but she had rejected and never used. She reiterated that in fact, Amy hated both bags when they were sent as gifts. There are no photographs of Amy ever using the bag and Ms Parry used it all the time. She said, "I had that bag for ages".
167. I consider that the fact that Ms Parry was photographed carrying the bag herself is more indicative of the bag being hers as otherwise there is no reason why Amy would not be carrying it herself if she was

using it as her handbag at that time. I accept Ms Parry's explanation that she probably exaggerated what she said about the bag's connection with Amy to Julien's Auctions for the reasons she gave. Given Ms Parry's impecuniosity at that time, it makes sense that having made the difficult decision to sell her collection of items, she would want them to sell well in the auction. I don't regard this as indicative of wider unreliability or misleading evidence on her part more generally, particularly given that it is just a small part of a much bigger evidential picture.

168. I also accept Ms Parry's evidence in respect of the other Disputed Items above. I find that her explanations as to how she came to be in possession of these items is consistent with her relationship with Amy and consistent with everything that is known and agreed about Amy.

Period when Ms Parry lived at Jeffrey's Place 2008 – 2010
Fred Perry collaboration

169. Ms Parry moved into Amy's vacant flat in Jeffrey's Place in 2008 at Amy's suggestion, after she had to leave an abusive relationship. Consistent with her generosity to her friends, Amy did not allow her to pay any rent.

170. By this time, Amy had married Blake Fielder-Civil in May 2007 and was battling drug and alcohol addiction. Her husband had been sent to prison in 2008. Ms Parry said that she checked up on Amy regularly and gave her food and company. Their friendship became even closer as a result, but Ms Parry understandably found it hard to see Amy struggling with her addictions.

171. During this time, Ms Parry pitched a proposal to Amy for a collaboration with the clothing brand Fred Perry – she said partly as a way to take the pressure off Amy to create music by giving her another creative outlet, and also no doubt to try to distract her from her self-destructive addictions. Ms Parry said that Fred Perry had a reputation for being slightly alternative and retro, which suited Amy's style, and she had previously borrowed items from Fred Perry for Amy, so had a good working relationship with them. Both Amy and Fred Perry were enthusiastic about the idea. Ms Parry's evidence was that it had been intended that she would receive some financial benefit from this collaboration, but in the event, she was cut out by Amy's management. The collaboration turned out to be very successful.

Items allegedly gifted while Ms Parry lived at Jeffrey's Place

Fred Perry items (Disputed Items 25, 27 – 30)

172. Ms Parry's case is that these items were all gifted to her by Amy in or around 2009 while she was living at Jeffrey's Place. As I have summarised (supra), Ms Parry had played a significant role in organising the very successful collaboration between Amy and Fred Perry. Fred Perry gave Amy multiple versions of each piece from the collections she had worked on with them. Amy gifted Ms Parry a number of these items to show her thanks for Ms Parry's role in conceiving the idea for the collaboration and making it happen, because it would likely not have taken place without Ms Parry's involvement. I accept Ms Parry's evidence about this. It is well known that the Fred Perry collaboration was extremely successful and no one disputes the important part that Ms Parry played in making it happen, nor that she was unremunerated for it.
173. Disputed Item 1 (Red Roberts radio): Ms Parry's case is that this item was gifted to her by Amy while Ms Parry was living in Jeffrey's Place. She and Amy realised that the radio was broken and Ms Parry said she would keep it for decorative purposes. It is indeed a striking design, and no one challenged Ms Parry's evidence that it was broken. I therefore accept Ms Parry's evidence about this Item.
174. Disputed Item 2 (Amy's desk): Ms Parry's case is that this desk originally belonged to Amy who had left it at Jeffrey's Place when she moved out. While Ms Parry lived at Jeffrey's Place, she used this desk a lot so shortly before Ms Parry moved out in late 2010, she asked Amy if she needed it. Amy said she did not and that Ms Parry could have it if she wished. Given that by this time, Amy had another property in which she lived which was fully furnished, there is no reason why she would have wished to keep an old desk for which she had little use but which her close friend used all the time. I therefore accept Ms Parry's evidence about this.
175. Disputed Item 8 (David La Chappelle Book): This book was given to Amy by David La Chappelle. It is signed by the author to "Blake and Amy". Ms Parry's case is that Amy gave this book to Ms Parry while she was living at Jeffrey's Place after Phil Griffin (a friend of Amy's and a music video director and photographer who had worked with Amy a lot) was upset that Amy was doing a music video with

David La Chappelle. Amy described the shooting of the video in negative terms (which Ms Parry could no longer precisely recall) and she therefore decided that she didn't want the book. Amy knew that Ms Parry was a fan of David La Chappelle so Ms Parry asked if she could have the book, to which Amy agreed. The 'back story' that Ms Parry was able to give about this book and the circumstances of the gift make sense and I accept her evidence about this Item.

176. Disputed Item 44 (Barbie book): Ms Parry's case is that this book was gifted to her by Amy while she was living at Jeffrey's Place. Ms Parry was telling Amy about her love of Barbies, so Amy gave her the book. Ms Parry moved out of Jeffrey's Place in 2010 and took all her possessions with her, including the Disputed Items that Amy had given to her.

177. Ms Parry was not asked about these items in cross-examination. The claimant's submission in respect of these items is that Ms Parry's evidence is insufficient to prove a valid gift in law. I will return to that submission later in this judgment. However, I accept Ms Parry's evidence as regards how she came to be given these items by Amy. It is entirely in keeping with the evidence of the nature of their close friendship and Amy's character. None of these items are of high value or importance and in the case of the Fred Perry items, these were a small number of the many items that Amy had been given by Fred Perry and given Ms Parry's involvement in the collaboration, there was good reason why Amy would have given her these items.

Other Disputed Items

178. Disputed Item 9 (black lace top): Ms Parry's case is that she cannot recall the date of the gift, but Amy permitted her to take this Item and wear it and never asked for its return. Ms Parry believes that she wore this top while out with Amy.

179. Disputed Item 18 (leopard bustier): Ms Parry's case is that this item was gifted to her by Amy in or around 2011. She had forgotten that it had ever been an item of Amy's until she found it amongst the items, she stored at her mother's house after Amy's death.

180. Disputed Item 20 (pink lace bra): Ms Parry's case is that this was gifted to her by Amy in or around early 2011. She cannot now recall further details about this Item. She relies on the nature of their relationship and Amy's general attitude to giving items away to her friends.
181. Disputed Item 22 (Awards bustier): Ms Parry's evidence is that this was bought by Amy herself in around 2009, and she gave it to Ms Parry in 2011, but she could not remember exactly when. Ms Parry recalls Amy saying that it no longer fitted her bust, so she could have it. It is known that Amy did have breast enlargement surgery in 2009.
182. Riva Winehouse said in her witness statement that although she could not be certain, she had a memory of touching and folding this Item in the lockup when going through items to decide what to send to the Jewish Museum. She said that it is a distinctive Item, and she remembers that Amy wore it to Alex Winehouse's 30th birthday party, "that went terribly which is why it sticks in my mind". In cross-examination she said that she was not mistaken about this. In fact, she is mistaken about this, because Ms Parry did not have access to the lockup until after she had consigned this item to Julien's Auctions.
183. The claimant does not necessarily dispute Ms Parry's evidence but says that it is insufficient to amount to a gift in law. I accept Ms Parry's evidence about this item as it is consistent with her relationship with Amy and Amy's attitude to gifting items to her friends.
184. Disputed Item 59 (ballet slippers): Ms Parry's case is that she found these in her suitcase containing Amy related items that she kept at her mother's house after Amy's death. Amy went through many pairs of ballet pumps and discarded them after use. Ms Parry points to a photograph of her wearing either this pair or a very similar pair with Amy in Brazil in 2011.
185. The claimant's submission on these items is that Ms Parry's evidence is inadequate to prove a gift in law. I will return to that issue later in the judgment. Ms Parry's evidence was not tested in cross-examination, however I accept her evidence that each of these items were given to her by Amy as these gifts are entirely in keeping with the evidence of the nature of their close friendship and Amy's character. These are not high value items or items that were likely to be of any particular importance

and Amy was just as likely to give away insignificant items to her friends as the big gestures of generosity for which she was well known.

Items allegedly gifted to Ms Parry while she was living with Amy in Camden Square 2011

186. Ms Parry said that after they returned from Brazil, she moved in with Amy to Camden Square. Unfortunately, Amy's sobriety did not last, and she was in a bad way. Periods of sobriety were then followed by relapses of binge drinking and despair. Ms Parry did her best to take care of Amy, cooking her healthy food and writing her reassuring letters. Ms Parry recounted in evidence, and I accept, that there came a point when she realised that her caretaking of Amy was in fact enabling her addictions, so she reluctantly decided that she needed to move out. She did so, moving to a house round the corner but continued to visit her regularly to check up on her, cook for her and generally look after her. During this time, Amy gave her several Items. I accept her evidence about these Items for the same reasons that I accept her evidence about the other gifted Items I have dealt with so far.

187. Disputed Item 3 (Hermes scarf): Ms Parry's case is that Amy gave her this scarf while she was living at Camden Square in or around January to May 2011. As is well known from press photographs, Amy wore a lot of headscarves and Ms Parry's case is that Amy frequently gave these away to her girlfriends. Ms Parry put the scarf in her bedroom at Amy's house and took it with her when she moved out.

188. Disputed item 19 (lace robe): Ms Parry's case is that this robe was gifted to her by Amy while she was living at Camden Square. Ms Parry did not have a dressing gown, so Amy gave her this one and said that she had a lot of them. Ms Parry took this as meaning that she could keep it because that was Amy's attitude to gifting items to her friends and because she never asked for it back or took it back even though presumably Ms Parry wore it virtually every day while she was living with Amy. Ms Parry took this item with her when she moved out.

189. In Riva Winehouse's witness statement, she said that she remembered Amy wearing a lace robe exactly like this one before she died, "I can't say I'm 100% certain but I'm pretty sure I saw this one in Amy's house when going through her stuff after she died." However, in cross-examination Riva Winehouse

accepted that she could be thinking about another lace robe. I find that Riva Winehouse was mistaken about this, and I accept Ms Parry's evidence about how she came to be in possession of this item.

190. Disputed Item 21 (Miu Miu bag): Ms Parry's case is that this bag was given to her by Amy while they were living together in Camden Square. Ms Parry originally borrowed the bag from Amy and ended up using it every day. She cannot recall the exact conversation, but Amy never requested the item be returned and Amy ended up giving it to her. She cannot remember exactly what words Amy used but Ms Parry used the bag all the time after that to the point where it was falling apart. She took the bag with her when she moved out.
191. In Riva Winehouse's witness statement, she said that there was a bin full of Amy's handbags in the lockup. She said that she was "sure this is one of the handbags I saw in the lockup". In cross-examination it was suggested to her that she must be mistaken to which she said "I do not believe so. I cannot be 100% sure. I believe I saw it in the lockup."
192. Ms Parry said that Riva Winehouse could not have seen this bag in the lockup as she had it in her house and has photographs of it. I agree that Riva Winehouse is indeed mistaken given that no one disputes that Ms Parry did not have access to the lockup until after she had consigned her Items (including this bag to auction.)
193. The claimant does not necessarily dispute Ms Parry's evidence but submits that it is inadequate to prove a gift in law. I accept Ms Parry's evidence as with the other Disputed Items in this category as it is consistent with the nature of her and Amy's relationship and Amy's attitude to giving away possessions to her friends.
194. Disputed Item 34 (Pink Gingham Brazil Dress): Ms Parry's case is that this item was gifted to her by Amy at the Camden Square house. Ms Parry was sketching some designs for the dresses she was designing for Amy's Final Tour while she was living with Amy and had a bottle of ink open. She was using this dress as a basis for her designs and as she was packing the dress to take to the dressmaker, the bottle of ink was spilled over the dress. When the dress was returned from the dressmaker, Ms Parry told Amy what had happened and asked her if she could keep the dress. The dress was

unwearable due to the large stain on the front. Amy would not wear it again and she agreed that Ms Parry could keep it. Ms Parry therefore kept it and took it with her when she moved out. It is obvious from the picture of this dress that is a pale pink colour and has a very large and very obvious, dark coloured ink stain on the front. The dress is unwearable due to this, and I accept entirely that Amy would not wear this dress again for that reason. I also accept that it had some value and ongoing use to Ms Parry given that she was using the style and shape of the dress as the basis for her own dress designs. I therefore consider it probable that Ms Parry did want to keep it and would therefore have asked Amy if she could keep it. In the circumstances I accept that Amy agreed that Ms Parry could keep it and therefore gave her the dress.

195. The claimant again submits that Ms Parry's evidence regarding these items is insufficient to prove a valid gift in law and that lending of these items is a more likely explanation given that she and Amy were living together. I will deal with the issue of law later. However, on the facts, for the same reasons as I have given (supra) I accept Ms Parry's evidence on these Disputed Items which was not specifically challenged in cross-examination.
196. Item 39 (D&G cardigan): Ms Parry's evidence was that this item was gifted to her by Amy when she was living in Camden Square. Amy did not wear the item anymore and she said that Ms Parry could have it. Ms Parry took the cardigan back to her room and wore it frequently thereafter.
197. Riva Winehouse said in her witness statement that this was one of Amy's favourite cardigans and she wore it all the time right up to her death. After Amy died, Ms Parry came to her and said something like, "'Do you think it's alright if I take this because it smells likes Amy and makes me feel like I'm close to her?'. I said that I thought it would probably be ok. I realise it wasn't really my place to say that Naomi could take it but, when she asked me, it was this big sentimental statement. She may have cried when she said it. I just thought she would hold onto the cardigan, and never wash it, and have it as a memory of Amy. I didn't think she would sell it.'" In cross examination she said that she "did not entirely agree" that Amy gave the cardigan to Ms Parry before she died, because she did not think Amy was in a fit state to be "conscious" at that time. However, she then accepted that Amy had periods of sobriety in 2011.

198. Ms Parry said in cross-examination that Amy wore the cardigan a lot for a period of time, but then got bored of it. She was asked how she could be sure that this was a gift and not a loan? She said that Amy gave it to her “she said I could have it” and she wore it around the house the whole time. Ms Parry said that she then took it with her when she moved out, and Amy never asked for it back.
199. Ms Parry said that Riva Winehouse is wrong. She said that when they met in Pizza Express in October 2018 (dealt with below), Riva Winehouse asked her whether she still had this cardigan “that Amy gave to you” and whether she was going to sell it. Ms Parry said that she replied that she was not sure but probably, because she was worried about it getting destroyed. She said, “Riva knows full well that Amy gave me that cardigan. A lot of what Riva said in her statement was not accurate.” I regret to say that I agree with Ms Parry on this. Given my findings that Riva Winehouse is mistaken about all the other items she gave evidence about, I am unable to accept her evidence about this item. I do not accept the claimant’s submission that Riva Winehouse’s evidence should be accepted for the reasons I have already given. Instead, I accept Ms Parry’s evidence. I will return to the issue of whether this evidence is sufficient to prove a valid gift in law later.

***The Final Tour dresses
(Disputed Items 45-56 and 60)***

200. By January 2011, Amy was now battling serious alcohol addiction, and she was due to do a concert tour in Brazil, so her management had flown her out to Brazil a week early to ‘dry her out’ before the tour began, which Ms Parry said, “seemed to work”. Ms Parry’s evidence was that during this tour, Amy told her that she wanted to upgrade her band’s stage outfits. She asked Ms Parry to organise a design of coral pink suits with black frilly shirts. Ms Parry felt that this was a sign that Amy was looking to the future and wanted to encourage this. She therefore suggested designing some striking and vibrant bespoke dresses for Amy to wear that would match the band’s new suits.
201. Ms Parry’s evidence was that it was agreed that she would design the dresses if Amy paid for the costs of putting them together and that she and Amy agreed that the dresses would belong to Ms Parry for her personal archive given that she was the designer. They even discussed using the dresses to launch a brand – with Ms Parry as designer and Amy as muse.

202. After they returned home to Camden Square, preparations got underway for what have become known as ‘the Final Tour’. This was a planned six European venues summer tour which started in Belgrade in June 2011. Ms Parry described begging Amy’s management not to make Amy do this tour due to the state of her health at this time. Nevertheless, the tour went ahead, and Amy went onstage in Belgrade, clearly under the influence of drugs and / or alcohol. The performance was cut short and the remainder of the tour was then cancelled.
203. With only eight weeks to go before the Final Tour start date, Amy decided that she wanted to go ahead with new costumes for the band and the eleven tour dresses designed and made for her that she and Ms Parry had talked about in Brazil. It is not disputed that she asked Ms Parry to design and create the tour dresses for her and arrange the new suits for the band. Ms Parry did so. Given the short timescale, Ms Parry had to work quickly to ensure that the dresses were made in time for the tour. To do it all, she engaged a young designer called Omar Khan (“Mr Khan”) to assist her with the process. I accept that the evidence I have seen shows that the part he played in this process was to assist Ms Parry.
204. Ms Parry’s evidence was that because she was designing the final tour dresses herself (instead of simply acquiring or obtaining dresses for Amy from designers and then styling the overall look), as well as prepping Amy’s outfits for the tour, the designing of the final tour dresses was a significant, time consuming and important task. The evidence I have seen corroborates this as the email traffic between Ms Parry, Omar Khan and others who were involved in the design process shows how busy they were, and how many steps had to be undertaken to create these unique and bespoke Final Tour dresses.
205. Amy wanted a particular look, and a particular style of dress and Ms Parry had to work very hard in a short timescale to deliver what she wanted. Ms Parry said that she and Amy discussed the design of the dresses and Amy told her (as she had when they spoke about it in Brazil) that Ms Parry could keep the dresses after Amy had worn them on the tour, because she had designed them. In evidence, Ms Parry said that part of the reason for this agreement was that when Ms Parry conceived and helped to

arrange Amy's collaboration with Fred Perry, it had been intended that she would receive some financial benefit from it but was cut out by Amy's management.

206. Ms Parry's evidence was that due to this agreement, she did not invoice for her time and work on the designing of the dresses. The invoices that Ms Parry submitted to Ms Cody and were provided in evidence in my view support this, in that they specify other tasks in respect of creation of the dresses but do not specify any charge for the actual design.
207. As I have said, the timing was tight and Mr Cosbert's personal assistant Petra Smith ("Ms Smith") sent Ms Parry an email on 6 May 2011 confirming the commission, with the tour due to begin in mid-June. Due to the time constraints, and other pressures due to Amy's health, Ms Parry asked Mr Khan to assist her as I have said. He helped source the manufacturing team for the dresses and acted as go-between and assisted Ms. Parry including on design tasks, but the designer of the dresses was Ms Parry.
208. As I have already described (*supra*), Ms Parry based the dress designs on Disputed Item 34 - a pink gingham dress that Amy had previously worn in Brazil that she had found very comfortable and felt good in. Using this dress as a basis, she worked up designs for each dress based on bamboos, flamingos and other brightly coloured designs.
209. Amy's mother Janis Winehouse in her book 'Loving Amy' described Ms Parry sketching out patterns on the living room floor of Amy's house and how they ended up with a total of 12 dresses printed with Miami kitsch designs such as palm trees, pineapples, flamingos, butterflies and ocean waves that matched a painting that Amy had replicated in her childhood bedroom. She says that Ms Parry designed a clever lycra petticoat slip stitched into the dresses so that the material appeared smooth around Amy's body and disguised the favourite underwear that Amy wanted to wear underneath.
210. The claimant's case is that Amy's touring company paid for the final tour dresses and that therefore Amy / the Estate have title to them. Ms Parry denies this on the basis that she retained ownership of the dresses as she had agreed with Amy. In support of this she points to the fact that the invoices that

she submitted in respect of her work on these dresses do not contain any invoicing for her work on the designing of the dresses.

211. Riva Winehouse said in her witness statement that she remembered the Final Tour dresses being at Amy's house in Camden at some point before she died – she thinks this was before the Final Tour started. Riva Winehouse says in her statement, “I do remember a conversation with Naomi before Amy died where she told me that she designed the dresses and that they belonged to her. Naomi also said that she was worried that Mitch might dispute that they were hers”. Riva Winehouse said that, “she made it out to me that because she designed them, that meant they belonged to her. At the time, I believed her but I didn't know how things worked in terms of ownership. I just took Naomi at face value. I didn't tell Mitch that Naomi was saying she owned the dresses.” As I have explained (supra), I treat Riva Winehouse's evidence with great caution as in my assessment her memory of events is not reliable. If, however, this conversation did take place, then it provides contemporaneous support for Ms Parry's case. My assessment of this evidence is that there probably was a conversation along these lines, but that it probably took place at some point after Amy's death because otherwise there would have been no reason for Ms Parry to express concern about Mr Winehouse disputing her ownership of the dresses. Ms Parry did not refer to this conversation in her evidence, and therefore on balance, I do not think this evidence carries much weight.

212. As I have said, the first concert on the Final Tour was planned for 18 June 2011 in Belgrade. Ms Parry recalls that Amy was drinking heavily at the time, and it was difficult to get her dressed in the 'bamboo dress' which was one of the dresses Ms Parry had designed and difficult to make her look presentable. Ms Parry begged Amy's management not to put her on the stage. As is a matter of public record, the concert was a disaster. Amy was very drunk, forgot the words to her songs and was unable to sing. Ms Parry said, “it was the most horrific thing I have ever had to witness, her going on stage, her being walked on stage, it was cancelled because she was not well enough to go on that tour and I told her management that she should not be going on that tour because she was too unwell.”

213. Ms Parry said that afterwards, Amy was in such a state that she did not seem to realise how badly the concert had gone. They boarded a jet to Istanbul for the next leg of the tour and Amy was still wearing

the bamboo dress. Ms Parry told her to take it off or she would damage it. Amy did so and handed it back to Ms Parry. Ms Parry said that the dresses were designed so that each dress would only be worn once – for one show. So, when Amy took the dress off after the Belgrade tour and handed it to Ms Parry, she was returning it to her as per their agreement as Amy would not have been wearing it again.

214. By the next morning the tour was cancelled, and Ms Parry was flown home with the band. She said that she cried all the way home because she was terrified that Amy was going to die. No one disputes that Ms Parry was devastated and deeply concerned for her close friend.

215. When Ms Parry got back to London, she took all the Final Tour dresses back to her house and stored them there. She hoped that Amy might wear them in the future as from a personal and professional perspective, the value of her work as designer of the dresses was dependent upon Amy wearing them, but she didn't think she would because the tour had been such a disaster. She says that she therefore asked Amy if she would like to keep the dresses at her house, but she said "no", and that Ms Parry should keep the dresses at her home as they belonged to her. Ms Parry's evidence was that, "There was never any doubt for either of us that these dresses, designed by me, belonged to me."

216. Ms Parry visited Amy several times at Camden Place after their return to London. On one visit Amy told her that she was going to the wedding of her friend and former agent Nick Shymansky on 24 July 2011 and she asked Ms Parry to style her outfit for the wedding. Ms Parry went to Amy's house on 23 July to get some ideas for outfits. She took three of the Final Tour dresses and two dresses she had borrowed from D&G, one of which she later sold in the 2021 auction (Disputed Item 6).

217. Ms Parry said that when she arrived at the Camden Place house, Amy was passed out on her bed so Ms Parry laid out the outfits on the sofa in her living room with a choice of shoes and accessories and left a note telling Amy that she could mix and match the items as she thought best. Ms Parry said that Amy telephoned her when she woke up and they had a brief chat while Ms Parry was at a music festival. Ms Parry said that Amy seemed drunk and wasn't coherent or making a lot of sense. This was the last time that Ms Parry spoke to Amy, and she understandably feels haunted by that. Amy died alone the next day.

The first few days following Amy's death

218. As I have explained (supra), no one expected Amy to die when she did. Her death came as a terrible shock to her family, friends and fans, all of whom were devastated by her death. I accept entirely that both defendants were in shock and grieving for their friend as of course were Amy's family.
219. The house in which Amy died – Camden Square, was initially secured by police. Following this, on Friday 29 July 2011, the family were able to enter and to remove some of Amy's personal things for safekeeping. Mr Winehouse went outside and handed out personal items of Amy's including items of clothing and ballet shoes, to fans saying that it was what Amy would have wanted. Ms Gourlay and Ms Parry were two of Amy's friends who accompanied the family to the house. Ms Gourlay said that she and Ms Parry were shocked at how many of Amy's possessions were being taken by family members. Mr Winehouse asked Ms Gourlay if she wanted to have anything, but she refused and told him that she already had plenty of things that Amy had given her.
220. Amy's funeral took place on 26 July 2011. All her friends were there. Ms Parry was asked to pick a dress for Amy to be cremated in. She therefore spoke to D&G who kindly agreed to provide a dress. Mr Winehouse asked Ms Parry, Ms Gourlay and another friend to dress Amy's body, but Ms Parry could not bear to do it. Ms Gourlay did though and she says that she made sure that she did Amy's hair and makeup the way she would have wanted it.
221. Mr Winehouse said "When Amy passed away, Naomi and Catriona were there for us. They sat with Amy's body and helped dress her and prepare her for cremation. It was really the most wonderful thing for them to have done, and I will always thank them for that."
222. Ms Parry said that Mr Winehouse was very kind to her and Amy's other friends at the funeral. He made sure that her friends could say a personal goodbye to Amy at her home. He also said that they could all take a memento of Amy from her house provided he approved it first. Ms Parry could not go into the living room where the dresses she had chosen for Amy to wear for the wedding were still laid out on the sofa, because it was too upsetting. She and Ms Gourlay went to Amy's bedroom and broke down in tears. Ms Parry said that she wanted one item which was a bottle of Amy's favourite

perfume and she asked Mr Winehouse if she could take a pair of Amy's Freed ballet pumps which he agreed to. Mr Winehouse agreed with this in his evidence. Ms Parry recalls that other people had been taking items from the house.

Ms Parry's removal of the Final Tour dresses

223. A couple of days later, Ms Parry asked Amy's management if she could go to the Camden Square house to collect the dresses that were still laid out on the sofa. Her management gave her permission to do this. One of Amy's minders was in the house and they let her in. The minders were staying in the house to make sure that items weren't removed without permission and to guard the house generally because there were fans and people camped outside. She collected the five dresses and then left. That was the last time she visited Amy's house. Mr Winehouse accepted in evidence that Ms Parry must have been given permission to enter the house, or security would not have let her in.

224. There is a subsequent email chain dated 19 March 2014 (nearly three years after Amy died) in which Mr Cosbert (Amy's manager from Metropolis) asked Ms Cody, cc'd to Mr Winehouse "I need to check that all the dresses that were for Amy's last tour were paid for in full by Amy's touring company". Ms Cody replied that she could not confirm that but to her knowledge there were no unpaid bills and asked, "is there an issue?". Mr Cosbert replied, "There were some dresses that were specifically designed for the shows", Ms Cody replied "Who designed / provided them and I can look for an invoice" Mr Cosbert replied "There [sic] designed by Herself and chap called Omar. They bought the material and got the dresses made. So the invoice should be from Naomi". Mr Winehouse was cc'd on all the emails, although in evidence, Mr Winehouse said that he had no memory of this email exchange. I find that this email exchange proves that Metropolis (Mr Cosbert) was aware that Ms Parry had designed and arranged for the manufacture of the Final Tour dresses and that given that Mr Winehouse was cc'd on it, he must have been involved in this request of Ms Cody being made. He must therefore have also known that Ms Parry designed and arranged the dresses. Mr Winehouse said in evidence that he was sure that Amy's management must also have known this in 2011. Ms Cody said that she remembered this email exchange, but it came, "completely out of the blue. I didn't know why Raye was asking or

why it had come up”. She said she just assumed that Ms Parry or one of the other people involved in making the dresses had said that they were still owed money for them.

225. Mr Winehouse accepted that Amy’s management must have given Ms Parry permission to enter the house and collect the dresses. Mr Winehouse said that before giving permission, the management company would have referred the matter to him or his wife Jane Winehouse and one of them would have had to have given permission for Ms Parry to enter the house and remove the dresses, although he could not himself remember the conversation. He confirmed that he and Jane Winehouse as well as Alex and Riva Winehouse would have had had authority to give permission to Ms Parry to collect the dresses. He said however that giving Ms Parry permission to remove the dresses from the Camden Square house did not mean that he or the Estate were gifting the dresses to her or conferring any right of ownership on her.

226. Mr Winehouse said that Amy never mentioned to him about giving the Final Tour dresses away to Ms Parry or saying that they belonged to her. He said that he did not believe that Amy would have given the dresses to Ms Parry or agreed that they belonged to her. They were brand new dresses which were custom made for Amy and paid for by her touring company, nor did he know of an arrangement whereby Ms Parry did not invoice for the design of the tour dresses because her retention of ownership had been agreed with Amy. He agreed that Ms Parry’s role as Amy’s stylist was to be responsible for the overall creative concept about what Amy wore – in consultation with Amy. He had no knowledge of Amy and Ms Parry’s discussion in Brazil about the creative concept for the final tour – “But I have no reason to doubt it”. He also said he had no knowledge, but no reason to doubt, that Ms Parry was responsible for the creative concept of the final tour dresses. Alex and Jane Winehouse both confirmed in evidence that they knew nothing about any agreement between Amy and Ms Parry regarding the Final Tour dresses.

227. Mr Winehouse accepted that although he himself had no memory of the email exchange between Ms Cody and Mr Cosbert in March 2014 on which he was cc’d this must have come about because he (Mr Winehouse) knew that the Final Tour dresses were in Ms Parry’s possession at that time and he wanted to know if he could get them back from her. Mr Winehouse could not remember if he did in fact ask

Ms Parry to give the Final Tour dresses back in 2014, but he had not seen any documents to suggest that he did and nor did he ask anyone else to get the Final Tour dresses back for him either in 2014 or between then and 2021. He denied however that this inaction was because he knew that Ms Parry owned the dresses.

228. Ms Cody said that clothing would not be expected to have any material value after a tour had ended as it would often be worn out. In addition, clothes that have been seen so widely on tour could not be worn again for professional appearances. They would therefore be treated as a deductible expense of the CW Touring. This in my view supports what Ms Parry in particular, said about Amy giving away clothing that she had worn on stage or had been photographed in by the press, because she would not wear it again.
229. Ms Cody said that the Final Tour dresses were written off as a production cost by CW Touring (Amy's touring company) and when she prepared the 2011 accounts she would have believed that all clothes which had been purchased for Amy to use on her tours were owned by Amy/the Estate (rather than being assets of Amy's companies CW Touring or Cherry Westfield) and that is how they would have been dealt with from an accountancy perspective.
230. Ms Cody said that her knowledge of Ms Parry's work as a stylist derived from invoices she saw at the time, some 15-20 years ago. When Ms Parry first started working for Amy, Mr Cosbert told her that Ms Parry's invoices were all authorised by Metropolis. Provided the invoices were approved, what work Ms Parry had actually done was not her business.
231. Ms Cody said that she had never heard of an arrangement between Amy and Ms Parry that Ms Parry would have ownership of the Final Tour dresses. She said that for the Final Tour, she received the usual invoices from Ms Parry described as "tour prep" and Ms Parry never said that she wasn't charging a design fee. Ms Parry was working with a team of suppliers to design the dresses, and she sent Ms Cody all the suppliers' invoices as well as her own. Ms Cody said that she would fully expect to have been told if there was such an agreement between Amy and Ms Parry because it would have been different to anything that had been done before and would have made a difference from an

accounting perspective. Ms Cody said that based on her experience of working with Ms Parry, she thought that Ms Parry would have wanted to make sure that such an agreement was in writing, at least by email. Ms Cody said that the dresses cost thousands of pounds to make – all paid for by CW Touring, so it would have been important for her to know if Ms Parry owned the dresses. She also said she would have expected Mr Cosbert to tell her about such an agreement as they were a small, collaborative team. Ms Cody said that at the time, she trusted Ms Parry and trusted that she was “part of the Winehouse team”.

232. Ms Cody said that she was not aware that the dresses were designed at short notice before the Final Tour, but she was aware that Amy was unwell and in rehab for some of that time. She agreed that this meant that the period before the Final Tour was difficult and uncertain and Mr Cosbert would have had a number of other things to deal with. She agreed that no one was expecting Amy to die when she did, so Mr Cosbert may not have seen any particular urgency in making Ms Cody aware of this matter and Amy and Ms Parry might have also thought that it was something that could be raised after the Final Tour. She agreed that Amy and Ms Parry were young at the time and they were friends so operated informally, Ms Parry had every reason to trust Amy and Mr Cosbert and this was the first time that Ms Parry was doing a project like this, but equally Ms Parry was running her own business, and she might have expected Ms Parry to send her a one-line email to tell her about the agreement that she would own the Final Tour dresses. She accepted though that this view was formed with the benefit of hindsight and “with my business head on”. She then went on to say that in her view “designing something and having credit for it and doing a collaboration with somebody is an important thing and I think any reasonable person would just want to document it” but she could not say that the agreement between Amy and Ms Parry that Ms Parry would own the dresses did not exist, “because I have no knowledge of it”.

233. Ms Parry said that she and Amy did not have a contract, “I was 24, I think I had just turned 25, I was not thinking about that. Also, it was eight weeks before the tour, I was completely manic.” She said that she did not tell anybody about the arrangement “who would I tell?” She said that she assumed that Amy had told “her manager or somebody” about their arrangement but she was not privy to Amy’s

conversations with her management and her team. She said “why was I able to take the dresses away? Everybody seemed to know these dresses were mine” and also said, “It would be easy to assume she must have told her manager or somebody about it because....I was able to take the dresses away and the dresses remained in my possession, the whole time.”

234. Ms Parry also said in cross-examination, “Why would I have told Margaret Cody? She was Amy's accountant. And I also - we had eight weeks before the tour. There was so much going on. Amy was really unwell. I was trying to prep for this really long festival tour. I was living in a house with Amy. She was a complete mess. It was so stressful. I was not thinking about all of these things. I was also -- This was the first time I had designed a collection. I was 25 years old. It was a bit chaotic. It was reflective of my environment, and I wish it had been more official, but it was not.”

235. There are a series of emails between Ms Parry and Omar Khan in May 2011 in which they discussed design and print ideas and also between Ms Parry and Ms Smith and Mr Cosbert (Metropolis) in which Ms Parry set out clearly what had to be done to design and manufacture the Final Tour dresses in the six weeks available. She also attached the Schedule of work and the design brief. This email referred to Mr Khan's invoice as “an invoice for the designer” and another where she refers to Mr Khan as “the designer alongside myself and Jo who will be putting the individual dresses together”. Ms Parry reiterated in evidence that Mr Khan was her design assistant due to the time pressures she was under and the sheer amount of work to be done and Jo was the dressmaker. She also refers in this email to the Final Tour dresses costing “around £1000 each which will cover design, manufacturing, print work and materials.” Petra Smith forwarded this email onto Ms Cody telling her, “Dresses are being made for Amy at around £1,000 a go, Naomi will be providing a breakdown of this. This has been approved by Raye and Amy. I have asked that any invoices come through myself and Raye first for approval. I take it they will be made out to CW Touring Ltd?” This provides further evidence that Amy's management knew about the design and manufacture of the Final Tour dresses.

236. The “Amy Winehouse Summer Tour 2011 Design Bible and Schedule of Works Design brief” the first draft of which was done by Mr Khan and sent to Ms Parry for her approval, and which she then attached to her email to Mr Cosbert and Ms Smith, describes in detail what the brief was for the Final Tour

dresses and the work that needed to be done. Although in one place in this document it states “Naomi and Omar will design and have custom made” digital print fabrics and would then undertake all the work necessary to complete the dresses, in my view it is clear that it is Ms Parry who is in charge of this project and that it is Ms Parry and Amy who have come up with the unique and striking creative concept, as only Ms Parry would have the knowledge and insight into the background to the designs. It is clear from this that Ms Parry was intimately involved in every detail of how to turn Amy’s ideas of concepts and themes into designs for the fabric and the shape and style of the Final Tour dresses. Her name appears first next to virtually every task. Mr Khan also appears next to most tasks (after Ms Parry’s name), but I do not consider that this document supports the claimant’s suggestion that in fact Mr Khan was the designer rather than Ms Parry or that he was working as Ms Parry’s co-designer. In my view this document supports Ms Parry’s case that she and Amy had conceived the idea for the Final Tour dresses, and she was in charge of every aspect of making them a reality.

237. Emails between Ms Parry and Mr Khan support this. For example, there are a series of emails between them in May 2011 where they are discussing and exchanging ideas about fabric designs for the dresses. It is clear from these that whilst Mr Khan came up with ideas, he was always asking Ms Parry for her view on these and deferring to her and that she is directing him on the design concept. Ms Parry’s responses are to provide detailed critique and suggestions for improvements. In addition, in her evidence to the court, Ms Parry described in detail and convincingly, the creative process involved in designing and manufacturing the Final Tour dresses, from the original concept, her decision to base the designs on a dress that Amy already owned and loved, the inclusion of panels and inner linings, and directions to Mr Khan, the print designer, and dressmaker.

238. This was undoubtedly a huge job and totally different to anything that Ms Parry had done for Amy before. I note that no other design bible type document exists in the evidence for any other dresses that Amy wore on other tours. These dresses were different because they were being custom made and designed specifically for Amy by Ms Parry who was intimately involved in every aspect of the process from conception to completion.

239. None of Ms Parry's invoices that the claimant has disclosed that she presented for payment in respect of the Final Tour dresses, refer to any fee for her work on design of the dresses. Invoices for Mr Khan and others involved in the creation of the Final Tour dresses were also paid. An email from Ms Parry to Ms Smith dated 24 May 2011 said, "invoice for all the prep work I have done over the past few months attached. The fee for the printers is someone in the region of 1300 bearing in mind this is including the fabric for each dress as well. We are well within budget at the moment but just let me know the easiest way to do this as they only accept credit/debit card payments over the phone. There will also be a fee for the fad pad designer that incorporated our designs onto printable files as well as Joe, the dressmakers, first invoice." Ms Parry said, "I am talking about two different things here. The first sentence, I am talking about the prep work for the tour. That is the invoice. Then I go on to talk about the dresses. It is separate." Ms Parry explained in evidence that 'prep work' is an expression that means preparing for a tour or a particular event, it does not mean designing work. I accept Ms Parry's evidence about this. It is corroborated by the fact that attached to this email is a single invoice "invoice 71 tour prep.doc". It is also corroborated by the fact that many of Ms Parry's invoices which are in evidence refer to "prep day" or "prep work" for Amy which are plainly references to styling her for a particular event or tour and not to designing the clothing that she wore.

240. It was put to Ms Parry in cross-examination that in pre-trial correspondence, her solicitor, in a letter dated 6 December 2021, had initially stated on her behalf that all items sold by Ms Parry at the 2021 and 2023 auctions were gifts to her from Amy (which included the Final Tour dresses). Ms Parry said that at the time she was not thinking about every piece in her collection individually. She also said that at this time she was being accused by Mr Winehouse and his solicitors of having stolen the Items she sold in the 2021 auction (including the Final Tour dresses) from the lockup in which property from Amy's various homes was stored after her death. She was therefore being accused of being a thief. Ms Parry said that she was talking about her collection as a whole and that "I had my guard up, I was really angry, I was really upset, I was really hurt. Mitch had gone to the auction house and told them that I had stolen from his storage facility, with no evidence." She had never been in a legal situation like this before and she received three letters from Mr Winehouse's solicitor in quick succession.

241. The claimant referred to the pleadings to make the point that Ms Parry's Defence (December 2023) did not mention the agreement between her and Amy. The schedule to the Defence stated, "These dresses were designed and made by [Ms Parry] and her team as a collection and were lent to Amy to wear during what was her final tour. The dresses were returned to [Ms Parry] thereafter with Amy's knowledge and agreement after the tour was cancelled. Items 48, 51 and 53 were in Amy's possession at the time of her death, having been lent again by D1 to Amy as potential outfits for Amy to wear to a wedding. D1 collected these three items shortly after Amy's death, with the agreement of Amy's management." A RFI asked for "full particulars of the alleged agreement" to which the Response (February 2024) was, "the meaning of this request is wholly unclear. The Defence does not refer to any alleged agreements between Amy and the First Defendant pursuant to which it is alleged that these dresses belonged at all times to the First Defendant. The position in relation these items is sufficiently pleaded in Schedule 1 to the Defence" (meaning the Schedule I have referred to supra). It was not until September 2024 that the agreement relied on by Ms Parry first emerged in the pleadings (in a Schedule to a further RFI Response).
242. Ms Parry said that she was asked by the court to give more detail and therefore she did so. She said that she felt really annoyed and she did not think that the claimant's request for further information was genuine – he was just, "looking for ways to try and take our collections off us."
243. It is clear from the correspondence that the claimant's solicitor was indeed accusing the defendants of having stolen their Items from the lockup. This is a grave accusation which had the real likelihood of causing distress and anxiety to the defendants as well as damage to their professional and personal reputations. It is for this reason that such a claim should never be advanced in civil litigation without clear evidence. As to this, it is notable that the Particulars of Claim did not plead any allegations of theft or dishonesty. Instead, it contains only an oblique reference to the claimant permitting the defendant, "to access the storage unit where Amy's personal belongings were kept and entrusted her to handle and take possession of those belongings."
244. The claimant explicitly accepted at trial that the accusation of theft was not being pursued – in effect it had been retracted. The evidence at trial in fact makes it clear that none of the Disputed Items sold

by the defendants at both auctions could have come from the lockup because both had consigned their items to Julien's Auctions prior to them being given access by the claimant to the lockup for the first time. In my view, the serious and damaging allegation of theft set the tone for the conduct of this litigation and caused both defendants to become defensive and therefore guarded in their response to it as reflected in the pleadings. Although it may be said that the detail of Ms Parry's agreement with Amy regarding the Final Tour dresses was not pleaded until September 2024, the information that she had provided prior to that date did include significant relevant matters including (1) that Ms Parry had designed and made the dresses as a collection; (2) the dresses were lent to Amy (which is consistent with her explanation that she and Amy had agreed that she would retain ownership of the dresses); and (3) the dresses were returned to Ms Parry with Amy's knowledge and agreement (which is consistent with Ms Parry's evidence that Amy told her to keep the dresses at her home as they were hers and because their agreement was that she would retain ownership of the dresses). I do not therefore consider that the pleading issues relied on by the claimant undermine Ms Parry's account.

245. The claimant submits that the only evidence of the agreement that Ms Parry relies on is her own word and that this is insufficient in terms of reliability and strength of evidence to prove the alleged agreement. In terms of direct evidence that is true (apart from the limited evidence of Riva Winehouse upon which I place little weight), Ms Parry accepts that there is no written record of the agreement, and she cannot recall whether she told anyone herself. However, when all the circumstantial evidence is examined collectively, I find that it leads to the conclusion that such an agreement did exist between Ms Parry and Amy and that Ms Parry was the owner of these dresses as a result of that agreement:

- i) There was a legitimate background to the agreement in that no one disputes that Ms Parry had conceived the idea of a collaboration between Amy and Fred Perry which had been very successful. Nor does anyone dispute that it had been intended that Ms Parry should receive a financial benefit from this collaboration which did not happen.
- ii) Ms Parry worked as Amy's stylist and therefore it makes sense that she and Amy would have discussed upgrading the band's suits and that she would have suggested also upgrading Amy's look for the Final Tour. In fact, Ms Parry would be the obvious person for Amy to discuss this

with, to exchange ideas and come up with a design concept and make the dresses a reality. Mr Winehouse said in evidence that he had no reason to doubt that these discussions between Amy and Ms Parry did take place.

- iii) No one disputes that Amy only made the final decision to go ahead with this project some 6 weeks before the Final Tour start date. This was an incredibly tight timetable for such a big job and Ms Parry was also looking after Amy in many respects due to her state of health at that time. She therefore had to engage Mr Khan as her assistant as well as a team of other professionals to make the fabric and the dresses, but it is clear that she was the designer of the dresses and the overall creative concept and execution.
- iv) It is clear that the design of these dresses from conception to completion was a significant and time-consuming job, yet Ms Parry's invoices submitted during this period do not record any sum charged for design of the dresses. Instead, the invoices contain only references to 'prep' work and other items – which are consistent with the invoices she submitted for previous stylist work she had done for Amy and preparation work for shows and tours – none of which had ever included work as a designer. It is very unlikely in my view, that Ms Parry would have carried out this huge design task particularly under significant time pressure, and not charge for it at all.
- v) The fact that Disputed Item 34 (pink gingham dress) was used as the basis for the design of the dresses supports that it was Ms Parry who was in charge of design because as Amy's stylist, she would have known that this was a dress that Amy liked and felt comfortable in. The large ink stain on this Disputed Item corroborates Ms Parry's evidence (and also Janis Winehouse's account in her book) that this dress was used as the basis for the design shape of the dresses and that Ms Parry caused this stain when she spilt ink on the dress that she had been using for sketching the designs. Ms Parry also designed secret panels and slips in the dresses which gave them a smooth silhouette and enabled Amy to wear her favourite underwear underneath. Again – only Ms Parry would have known about the need for this sort of detail.

- vi) After the Belgrade concert, no one disputes that Ms Parry took the dresses to her home which is consistent with an agreement that the dresses belonged to her. It is also consistent with Ms Parry's evidence that Amy told her to keep the dresses at her home because they belonged to her.
- vii) The fact that Ms Parry took three of the dresses to Amy's house as possible outfits for her to wear to Mr Shymansky's wedding is consistent with Ms Parry's wish for Amy to be seen wearing the dresses as this would enhance her professional reputation as a designer and stylist.
- viii) Ms Parry was given permission by Amy's management to go to Amy's house after the funeral to collect the dresses. Mr Winehouse confirmed that permission for this would have had to have been given by him or Jane Winehouse. I find that Ms Parry would not have been given permission to take these dresses by Mr Winehouse or Jane Winehouse or Amy's management unless they were satisfied that she was entitled to do so because they belonged to her. It is relevant that at this time the Winehouse family were very concerned about items being removed from Amy's house without permission and that is why they had posted security guards there. Thereafter, the family knew that Ms Parry had the dresses in her possession.
- ix) The 2014 email exchange between Mr Cosbert and Ms Cody cc'd to Mr Winehouse in which Mr Cosbert asks whether all the invoices for the dresses were paid in full and says that the dresses were designed by Ms Parry and Mr Khan and that they also got the dresses made shows that Mr Cosbert knew about Ms Parry's role. Mr Winehouse had no memory of these emails, but he did accept that he knew at that time that the Final Tour dresses were in Ms Parry's possession and that he wanted to know if he could get them back from her. He also accepted that there are no documents or other evidence to suggest that he did ask Ms Parry to give the dresses back either in 2014 or at any time prior to the 2021 Auction. I find that if Mr Winehouse in 2014 had considered that he had any basis for asking for, or requiring, Ms Parry to give the dresses to him, then he would have pursued this and there would be evidence to show this. The fact that he did not, supports Ms Parry's case that he knew (or had been told by Mr Cosbert) about the agreement between her and Amy that meant that the dresses belonged to her.

- x) Ms Cody accepted that her evidence that she would have expected someone, including Ms Parry to tell her about the agreement was based on hindsight and that her knowledge of the work that Ms Parry did for Amy came almost exclusively from Ms Parry's invoices that were submitted to Ms Cody for payment. The invoices she received from Ms Parry for the Final Tour were the usual invoices for prep work and nothing for a design fee. Ms Cody trusted Ms Parry at the time and considered her part of the Winehouse team.
- xi) The fact that the dresses were designed at short notice, at a time when Amy was in poor health and when everyone was busy with arrangements for the Final Tour, helps to explain why no one told Ms Cody about the agreement. Ms Cody also accepted that no one was expecting Amy to die when she did, so there would not have been any particular urgency in making Ms Cody aware of this matter at the time. Ms Cody accepted that she could not say that the agreement did not exist because she had no knowledge of it.
- xii) Although given where Ms Parry now is, it clearly would have been better if she had recorded her agreement with Amy in writing, the fact that she did not do so is entirely consistent with she and Amy being young women, very close friends and that they both led fairly disorganised lives, in which paperwork did not feature much, if at all. Consistent with this, there are no other written agreements or contracts between them which evidence Ms Parry's work for Amy as her stylist.

Disputed Item 6 (D&G Split dress)

246. As stated, (supra), Ms Butah's evidence was that this was one of two dresses that D&G loaned through Ms Parry for her to wear to the wedding of Mr Shymansky. D&G did not stipulate a return date for the dresses and after Amy's death, no request for return was made. Ms Butah's view was that it was therefore for Ms Parry to decide what to do with the dress. No one has disputed Ms Butah's evidence that if the designer has not stipulated whether an item was a gift or a loan, then if D&G wanted the item returned, she would contact the stylist within a couple of weeks to ask for its return.

247. This dress was therefore one of the five dresses that Ms Parry collected from Amy's house after her funeral. Ms Parry's evidence is that she asked for and obtained permission from Amy's management to do this. No one disputes this. When Ms Parry made this request, Amy's management would have sought and obtained permission from either Mr Winehouse or Jane Winehouse before giving Ms Parry permission. They were both well aware of the five dresses laid out on Amy's sofa as they were in out of the house in the days after Amy died. In effect therefore, Amy's Estate gave Ms Parry permission to remove this dress from the house. There is no evidence that any request was ever made by Mr Winehouse or the Estate for this dress to be returned.

The period after Amy's death

248. Mr Winehouse understandably found it too traumatic to go through Amy's possessions. He therefore arranged for her management team to take care of this. Her management arranged for Amy's possessions to be taken to, and kept in, lock ups. Ms Smith was responsible for this. A week after Amy's funeral she made an inventory of items that were cleared from Camden Square and also cleared the attic at Jeffrey's Place. These items also went into a lockup storage facility. Ms Smith also took photographs of Amy's clothes which she put on a compact disc which she gave to Alex Winehouse. An email exchange between Ms Smith and Jane Winehouse in February 2015 shows that Ms Smith told Jane Winehouse that she thought that she downloaded the clothes pictures onto her Mac and may still have them. She offered to send these to Jane Winehouse who agreed that she would like these. There is no evidence that this happened, and I was told at trial that these pictures have been lost and that Alex Winehouse no longer has the disc.

249. Mr Winehouse did not go to the lockup where Amy's clothes were stored because he found it too difficult to do so. He accepts that he did not know what was in it. He is therefore unable to give any evidence of the contents of the lockup and therefore whether any of the Disputed Items were (or were not) contained in the lockup at any point after Amy's death.

250. Both defendants remained very close to the Winehouse family after Amy's death. Mr Winehouse confirms that in the years afterwards the relationship was very good. The defendants and Mr

Winehouse would go out for dinner, and they would attend family events or events for the AWF. Mr Winehouse described the defendants as, “like two extended members of the family.” Jane Winehouse said that Ms Parry was more likely to contact Mr Winehouse than her. She said that after Amy died, she and Mr Winehouse felt they had a close relationship with the defendants. “It was very positive, they were trusted and we treated them like family.” She said that she had more involvement with Ms Parry because of the various exhibitions that were put on “we’d known her for years and I thought she was good at what she did and could represent Amy’s style in an authentic way that outsiders couldn’t.”

251. Both defendants were also very much involved in helping the Winehouse family and the AWF with various projects in Amy’s memory. All agreed that both defendants gave up many days and hours entirely free of charge to these projects and worked tirelessly and willingly for the family to help keep Amy’s memory and legacy alive.

252. I accept both defendants’ evidence that they found the years after Amy’s death very hard. They had both lost their best friend who was like a sister to them. Ms Parry said that she was badly affected by the experience of dealing with Amy’s addictions to drugs and alcohol in the last few months of her life, and the trauma caused by these experiences and Amy’s sudden death. Ms Parry said that her mental health suffered and she developed other health conditions which were made worse by stress. Her career as a stylist suffered a major setback due to these and she had severe financial problems in the years after Amy’s death because of these issues.

253. Ms Parry said that despite this, she felt a responsibility to Amy to ensure that she was remembered for her talent and her personality rather than the negative press, the addictions and her tragic early death. She therefore worked unpaid for many hours, over many years, on various projects – including exhibitions, mentoring young people through the AWF to help them get work in the music industry, helping to produce a radio show for Absolute Radio on the work of the AWF and promoting brand collaborations (including with Illamasqua and Fred Perry).

254. Ms Parry said that she was also intent on developing a project which preserved and reclaimed Amy’s legacy and eventually she settled on her book ‘Beyond Black’ which she published in 2021 (a

proportion of the profits from which were donated by her to the AWF) and subsequently an exhibition at the Design Museum in London (also in 2021).

255. Ms Gourlay said, (and I accept), that she and Ms Parry stayed loyal to the Winehouse family despite the negative press that Mr Winehouse received about his relationship with Amy. Mr Winehouse had been unhappy with the way he was portrayed in the 2015 documentary 'Amy' (directed by Asif Kapadia) and he wanted to tell his side of the story. Ms Gourlay therefore agreed to be interviewed for two BBC Two documentaries, 'A Life in Ten Pictures' and 'Reclaiming Amy' which were filmed in 2020 and 2021 respectively. Ms Gourlay described it as a painful process being interviewed about her relationship with Amy and particularly being asked to speak on camera about how she had prepared Amy's body for her funeral, but she did this because she wanted to help Mr Winehouse and the rest of the family. I accept that Ms Parry and Ms Gourlay remained loyal to Mr Winehouse and the family even though it appears that Mr Winehouse had fallen out with many of Amy's other friends over the years. Ms Osborne also gave unchallenged evidence that the defendants have made huge efforts to preserve Amy's legacy.

2011-2014

The Final Tour dresses continued

256. In 2012, Ms Parry lived in New York for a short period. She took the Final Tour dresses with her and had an idea that they could be photographed and run in an article for the anniversary of Amy's death. Her then boyfriend, Samuel Liebert, was an artist and photographer. He photographed the dresses and Ms Parry approached the New York Times ("NYT") which ran an article (which was mostly the photographs, with a short amount of text which stated that she was the designer of the dresses). Ms Parry also promoted the AWF in the article. She emailed Mr Winehouse and Alex Winehouse on 26 June 2012 informing them that the article would be run on 8 July 2012 and suggested that afterwards, prints from the NYT and any article in the UK could be auctioned with all proceeds going to the AWF. In Mr Winehouse's witness statement, he said that he did not remember anything about this.

257. It is clear that Ms Parry was in possession of these dresses at this time, and that Mr Winehouse and Alex Winehouse knew this. In cross-examination, Mr Winehouse said that he did not know where the dresses were at this time – “they could have been with Naomi, they could have been in the lockup and Naomi going into the lock up to take them out to do the spread. I have no idea.” although he then contradicted himself and said that the dresses were with Ms Parry. Ms Parry said that she kept the family informed about what she was doing with the dresses out of respect, but it was clear that she was the one making decisions about what to do with the dresses and the family knew this.
258. Between 3 and 13 July 2012 there was an exchange of emails between Ms Parry and Alex Winehouse in which Ms Parry was actively discussing an exhibition to follow on from the photography piece in the NYT and the Sunday Times. It is clear from this email exchange that Alex Winehouse had been speaking to Mr Winehouse about it. It appears that Mr Winehouse wanted the dresses to be displayed alongside some fan art to which Ms Parry said, “I really don’t want the dresses to be tied to the art at all... I would prefer to exhibit somewhere else than do that and have your Dad do his thing.” On 13 July 2012 Ms Parry emailed Mr Winehouse, cc’d to Mr Cosbert, Alex and Riva Winehouse and others regarding the exhibition and a documentary saying, “I was wondering if we could schedule in a date for you all to meet the team my end. We now have the full briefs for both the exhibition and documentary and it will give you all an opportunity to ask any questions that you may want answering. I know you are all really busy so we can completely work our schedules around all of yours.” Mr Winehouse replied that he was very busy and “maybe we can meet once the project has been commissioned”.
259. Riva Winehouse said in her witness statement that she didn’t remember these emails. She said, “I knew Naomi had designed the dresses so it made sense to me that she was interested in doing an exhibition about them but I don’t really remember much about this.”
260. Ms Parry said that that she had a conversation with Riva Winehouse in July 2012 where it was made clear to Ms Parry that she could decide whether to exhibit the dresses and Ms Parry repeated this in an email to Alex Winehouse on 13 July 2012. She said that Alex Winehouse did not say anything about this. In this email, Ms Parry told him (referring to exhibiting the Final Tour dresses alongside the

photographs), “Riva has said that if I decide not to exhibit at the same time then this is something the foundation will not want to be part of.” Alex Winehouse replied that, “whatever you decide you will have the support of both me and Riva in getting it up.” In evidence, Alex Winehouse agreed that he never said to Ms Parry, “these are not your dresses.” He denied however that he knew that Ms Parry considered the dresses to be hers and that he and the family were fine with this until the dresses sold for a lot of money. In evidence, Riva Winehouse accepted that she and Ms Parry did have a conversation about her exhibiting the dresses, but she did not recall this conversation.

261. In 2011-2014, Ms Parry was working on an idea for an exhibition, called ‘It’s My Party’, which was intended to be a 3-day event documenting Amy’s life. She had been in contact with the Winehouse family about this, in particular Alex and Riva Winehouse. The Final Tour dresses were going to be the foundation of the exhibition. This ultimately didn’t happen because Alex and Riva Winehouse arranged an exhibition instead at the Jewish Museum in Camden which didn’t involve the Final Tour dresses.

262. In an email dated 4 October 2011 from Ms Parry to Mr Winehouse, Jane Winehouse and Mr Cosbert, Ms Parry said, “Here is a link to Alex's website and also some images of Cassie beadle attached as well as a couple of the dresses. The flamingo dress is the one Amy and I designed together. You can see a few of the other dresses underneath. I am just loading up some of the images i took on the digital the other day and they really don't represent the final images as I am rubbish with a camera! I would send some of Sam's but they are being developed at the moment.” This email had an attachment showing a photograph of some of the Final Tour dresses and the red heart shaped Moschino bag. Mr Winehouse said that he had no idea whether he saw this email or opened the attachments at the time. He accepted that it was clear that Ms Parry had the dresses in her possession at this time and the red bag. “This was only a few months after Amy died, so I was still in the depths of grief. If I did see the photo with the dresses and the bag at the time, I wouldn’t have thought that that meant Naomi was claiming she owned them.” However, there is no evidence that anyone responded to this email, even Jane Winehouse which Mr Winehouse said was, “very surprising”.

263. In an email dated 3 April 2014, from Ms Parry to Mr Winehouse, Mr Cosbert, Alex and Riva Winehouse and others, Ms Parry outlined her proposals for the exhibition which would be curated by her and Cassie Beadle from Guts for Garters , “along with the help of Riva and Alex if they are still interested in doing so?” The attachment to this email explained the exhibition proposal and referred to, “Naomi Parry, curator of the exhibition and Winehouse’s friend and stylist, will provide exclusive access to Winehouse’s personal wardrobe and accompanying costumes for the singer, backing singers and band she designed for Winehouse’s last international tour.....Not only will the exhibition celebrate the singer’s style at the height of her fame, it will provide an insight into the relationship between Winehouse and Parry as they worked closely together to develop what has become Winehouse’s enduring style and has firmly cemented her as one of the world’s biggest style icons” (emphasis added).
264. At around this time an English film-maker Asif Kapadia was making a documentary about Amy. The defendants decided not to take part which they heard from a third party that Mr Winehouse was upset about. On 24 April 2014 Ms Parry sent Mr Winehouse, Mr Cosbert and Alex and Riva Winehouse an exhibition proposal that would coincide with the documentary. Mr Winehouse replied to Mr Cosbert, “Raye. I feel that Naomi has gone ahead with this with little or no consultation with you or I. We were all supposed to have a meeting which didn't happen. Also, Naomi does not want to contribute to our documentary. She acts as though the dresses belong to her as well. Mitch.” Mr Cosbert therefore suggested a “sit-down and see how this is all going to work”. In fact, it is clear from the various email exchanges that there was extensive consultation by Ms Parry with Mr Winehouse and other family members.
265. Mr Winehouse in cross-examination said “we knew that she had them or they were in the lockup because we did not know what was in the lockup; everything was covered with plastic sheeting. But we knew that she had control over them, so to speak, and clearly we thought that Naomi was acting as though the dresses belonged to her.” He said that he did not know what happened after that in terms of the email chain.
266. Although he said that he had no idea where the dresses were, he accepted that there were several emails that showed that he knew that the dresses were in Ms Parry’s possession and he accepted that he did

not ask her where the dresses were. He said that everyone was struggling after Amy died and he felt it was not “opportune” to talk to Ms Parry about that. He did not feel that the dresses were in any danger, “there was no prospect of having an auction any time in the near future, so I felt the dresses being with Naomi were secure”. He accepted that he was speaking to Ms Parry a lot during this time and even though he said he was talking to other people about it, he never spoke to Ms Parry herself, he said he “really [did] not know why”.

267. Ms Parry said in cross-examination that Mr Winehouse never at any point asked for the Final Tour dresses back or questioned her ownership of them until after they had sold for high prices in the 2021 auction.

268. Mr Winehouse took no action in respect of his concerns, including doing the most obvious thing which would have been to speak to Ms Parry. If Mr Winehouse had really been concerned, I consider that he would have spoken to Ms Parry and asked her to return the dresses. He did not do so.

269. It is notable too that this email exchange took place just over a month after the 19 March 2014 email exchange between Mr Cosbert and Ms Cody (cc'd to Mr Winehouse) (supra) which Mr Winehouse said must have come about because he wanted to know if he could get the Final Tour dresses back from Ms Parry. This undermines his evidence that at this time he did not think that Ms Parry was claiming ownership of the Final Tour dresses. He accepted that there was no evidence at all that he or anyone else ever did try to get the dresses back. Whatever concerns Mr Winehouse might have had at this time (and I can make no findings about that given that Mr Winehouse has no memory of this at all), the fact that he took no action at all in respect of Ms Parry can only mean that he was satisfied that Ms Parry was entitled to have the dresses in her possession because she owned them and that was why she was “acting as though the dresses belong to her”.

270. Ms Frost’s undisputed evidence is that she and Ms Parry had lunch with Mr Winehouse at Lemonia restaurant on 30 November 2018. Ms Parry had previously told Ms Frost about her idea for an exhibition featuring eleven of the Final Tour dresses, “which Naomi owned and which Naomi had originally designed for Amy to wear on tour”. During the lunch Ms Parry and Mr Winehouse spoke

about Ms Parry's idea for this exhibition and Mr Winehouse, "did not dispute that Naomi owned the dresses or suggest that Amy's Estate owned the dresses."

271. Mr Winehouse said that he did not remember this meeting or what he said about the Final Tour dresses. If he did say this, it was not because he believed the dresses were Ms Parry's. Ms Parry would be the person he would ask if he needed to find any of Amy's outfits. "I didn't know she was claiming she owned the dresses until after the auction took place". Ms Parry recalls that she gave Mr Winehouse a hard copy of the Julien's auction proposal at this meeting and that he asked her if she still had the Final Tour dresses to which she replied, "yes of course".

272. Given that Ms Frost's evidence is agreed by all parties including the claimant, I accept that Ms Parry told her prior to this lunch that she owned and designed the Final Tour dresses. Although Ms Frost does not say that ownership of the dresses was discussed at this lunch, she does provide further confirmation that Mr Winehouse did not dispute Ms Parry's ownership of the dresses and nor did he suggest that the Estate owned them. This is consistent with the other evidence on this topic and the conclusion I have drawn is that Mr Winehouse knew that Ms Parry owned the dresses which by then had been in her possession for over 7 years. The fact that Ms Parry gave Mr Winehouse the auction proposal at this lunch also shows that by this time the prospect of an auction was under discussion between them.

Discussions about an auction

2014 – Mr Julien approached Mr Winehouse regarding a possible auction

273. Mr Julien first emailed Mr Winehouse on 19 February 2014 introducing himself and Julien's Auctions and asking to talk to him about conducting, "a world class exhibition and auction of items from Amy's life and career. We could do a portion or all the proceeds to benefit The Amy Winehouse Foundation." He said, "we have sold some of Amy's items in the past that were gifted or loaned at record prices". Mr Winehouse said he was aware at this time that items of Amy's were being sold "all over the place" as "there were things being sold that had been removed from Amy's house which we did not know about and it is still going on today."

274. Mr Julien asked to meet with Mr Winehouse to discuss further in the next couple of weeks when he was in London. He said, “we generally do exhibitions of a celebrities [sic] items in major museums around the world so it could be something that we get the fans involved in honoring her life and career.” Mr Julien and Mr Winehouse did meet on 12 March 2014, and Mr Julien sent him catalogues from other similar auctions, “I am very excited about the possibility Mitch and it would be an honor to be involved with you and Amy’s Foundation.” He followed up by email on 13 and 19 March 2014 and offered to meet again to discuss further. At that time Mr Winehouse was not ready to sell Amy’s belongings so the discussion did not progress.

2015 – Mr Julien contacts Ms Parry about a possible auction

275. In October 2015, Mr Julien contacted Ms Parry about a potential auction, and they had lunch, but she wasn’t ready to sell her items at that time. In December 2016, Ms Parry told Mr Julien that she was considering auctioning some of her items as she was very short of money and asked for market valuations of various items. He advised her that it would be better financially to sell items as part of a larger auction of her collection. They kept in touch occasionally in 2017 and 2018.

2018 – discussions about an auction continued

276. After a fire next door to her mother’s house, Ms Parry became very concerned about the safety of her items which were being stored there. She was also worried about the items degrading because they were not being stored properly and she could not afford to store them properly or insure them. On 30 August 2018, Ms Parry told Mr Julien that she was ready to auction items of Amy’s property and that she “may be able to encourage” Mr Winehouse to sell items too.

277. In October 2018, Ms Parry met Alex and Riva Winehouse met Ms Parry in a restaurant in Islington, and she told them that she had items of Amy’s that she wanted to sell and asked them if they had items they wanted to sell too. Riva Winehouse described being very uncomfortable at this conversation because she felt that Ms Parry was talking, “like a salesperson” which she found bizarre because they were against selling Amy’s things for financial benefit. Riva Winehouse said that she didn’t want to be rude, so she humoured Ms Parry and tried to make it seem like she was more open to the idea than

she actually was. However, after leaving she said to Alex Winehouse, “We’re definitely not doing that” and that both of them were against it from the start.

278. Riva Winehouse said that she never told Mr Winehouse about this conversation because it never occurred to her that Ms Parry would try to sell any of Amy’s possessions without telling Mr Winehouse. She agreed that she thought that Ms Parry was trustworthy but after this conversation the trust diminished somewhat. I find that Riva Winehouse’s clear and detailed recollection of this meeting and her reaction to it, is at odds with her unreliable memory that colours much of the rest of her evidence. It is also inconceivable that if she and Alex Winehouse had felt as concerned and uncomfortable as she says that they would not have told Mr Winehouse about this. If they had any concerns about Ms Parry possessing items of Amy’s and intending to sell them, then this is something that they would surely have told Mr Winehouse about.

279. Riva Winehouse said that after this meeting, she and Alex Winehouse were sent some sample auction catalogues and had a few meetings with the Julien’s Auctions, but they were never serious about going ahead with it. Again, if they were having meetings with Julien’s Auctions then I would expect them to have told Mr Winehouse about this.

280. Alex Winehouse said that he also remembered this meeting in a restaurant but “my memory of the meeting is not very good. I can't remember the date or precise details of what was said.” He said that he did not really pay attention to what Ms Parry was saying but she talked about wanting to do her own exhibition about Amy and an auction “but I don’t remember much more than that.” He did not remember Ms Parry going into specifics about what items would be sold and who would benefit from the sale, nor whether she said whether Ms Gourlay would also be part of the exhibition and auction. He also said that he was very against selling Amy’s belongings because he thought it was in bad taste. He didn’t remember telling Mr Winehouse that Ms Parry was planning to sell items at auction, “back then, it wouldn't have occurred to me that Naomi was trying to pull the wool over my dad's eyes. He was speaking to Naomi about the exhibitions and the auction and I just stayed out of it because I wasn't interested. If I'd told him that Naomi had stuff of Amy's that she was planning to sell, I'm sure he would have asked her about it because he'd want to know exactly what she had.” This is a telling

statement, because it demonstrates that Mr Winehouse was exactly the type of person who would have asked searching questions of Ms Parry if he had had any concerns about items of Amy's in her possession. It also proves my point that if Riva Winehouse had these concerns, then she would have raised them with Mr Winehouse because this is something that they would have known he would be interested in.

281. In October 2018, Ms Parry approached Mr Winehouse with a proposal to organise a series of exhibitions followed by an auction. Mr Winehouse cannot remember the specific meeting or what was said exactly (although he does not deny that this meeting took place). He does remember Ms Parry talking to him about an idea for an exhibition at the Grammy Museum which he liked. He could not remember specifically what Ms Parry said to him about an auction, but he thinks she had mentioned this a few times over the years before that.

282. Ms Parry said in evidence that that she told Mr Winehouse that she had been approached by Mr Julien about the possibility of selling items in her archive. She said that Mr Winehouse was fully aware that the Final Tour dresses formed part of her archive and this had come up in the concept of a Betsey Johnson collaboration she had emailed him about that month. She said that Mr Winehouse was not sure about the auction but was interested in the Grammy Museum exhibition.

283. Mr Winehouse's recollection was that he still felt very unsure about an auction because it felt too soon and he was worried about how it would look in the press because he had been criticised before for auctioning a dress even though the proceeds went to charity. Despite not being able to remember what Ms Parry said about the auction, he purported to remember specifically that he was definitely not told that Ms Parry had already decided to sell her collection nor that she proposed to him that the Estate's items could be sold too. Mr Winehouse said that if he had been told this he would have said "straightaway, "What items do you have that you are planning on selling?"". Mr Winehouse also purported to remember clearly that all the discussions he and Ms Parry had were about the Estate doing an auction and there was never mention of other sellers, despite not being able to remember anything about what he was told.

284. On 5 November 2018, Ms Parry sent Mr Winehouse the Grammy Museum's wish list. "Please understand this is NOT for auction and purely for exhibition purposes."
285. On 28 November 2018, Ms Parry received an auction proposal from Mr Julien which he asked her to review. Ms Parry replied saying she thought it was "great" and "Mitch is up for it but not until next year so we have the time to prepare properly". Mr Julien said that he would send two hard copies of the proposal to her so she could give one to Mr Winehouse. The proposal referred to "Property from the Life and Career of Amy Winehouse in a single owner, individually marketed sale in 2019, in a location mutually agreed upon by all parties." Mr Winehouse could not remember if he saw this but if he did – it would have suggested to him that this was a "single owner sale" (meaning that he would have thought that the Estate was "the single owner"). This is surprising given that at this time, Mr Winehouse was still unsure about auctioning any items.
286. Mr Julien explained in evidence that usually if an auction was just an Estate sale, it would say, "Property from the Estate of", but when there are multiple consignors, they usually say, "Property From the Life and Career" because it would not be accurate to say it is all Estate property. Mr Julien said that items associated with a celebrity that had not necessarily been owned or used by them could be auctioned (it is notable in this regard that the Estate auctioned some Camden street signs that had been signed by fans after her death, which Camden Council had given the family as gifts. These sold for \$40,000 at auction of which the Estate kept 70% of the net proceeds of sale). He said however that, "usually provenance means everything" but it is a grey area, but they trust that the items were owned by, borrowed, or associated with, that celebrity.
287. Mr Julien said that usually sales have multiple consignors but the term "single owner sale" would be used in the auction industry where the items being auctioned were all associated with the same celebrity. He said that this is why the auction proposal used this term (what I understood him to be saying was that the celebrity was the "single owner"). It was put to him that Mr Winehouse thought that the proposal was that the Estate would be the only seller and that is what he understood by these words. Mr Julien said this was not correct because he and Mr Winehouse had had many conversations which included that the defendants were also consigning items to the auction.

288. At the meeting between Ms Parry, Ms Frost and Mr Winehouse at the LeMonia restaurant on 30 November 2018, Ms Parry gave Mr Winehouse a copy of the Julien's Auction proposal.

Events in 2019-2020

289. In January – February 2019, Ms Parry was in contact with Mr Julien about auctioning her items and he sent her both “conservative” estimates for these and a total estimate range. Ms Parry signed a consignment agreement with Julien's Auctions in February 2019, and her items were shipped to Los Angeles. Ms Parry's evidence was that she was planning to auction her items whether or not Mr Winehouse or anyone else did. She also knew that it would be unpredictable how much her items would actually sell for. On 9 February 2019, Ms Parry had a text exchange with Mr Julien in which Mr Julien said that he hoped he could “finalise things with [Mr Winehouse] soon.” Ms Parry replied, “He just needs reassurance. I know it's right for everyone. It must be hard to part with your child's stuff but I also think he is concerned with the backlash of doing so. But as my partner said, they are cultural pieces and it is integral that they are maintained to keep her legacy alive.”

290. Ms Parry was in financial difficulty at this time and Mr Julien told her that he could give her an advance against the sale proceeds of her collection. Ms Parry did this on several occasions thereafter – receiving advances of £90,000 in total. Ms Gourlay also received an advance in or around January 2021.

291. Mr Winehouse said that Ms Parry was keen for him to speak to Mr Julien and encouraged him to do so saying that he was the best person to do an auction and that it was better to do it in Los Angeles than in the UK. After Ms Parry put him back in contact with Mr Julien, “he was very positive about Amy and how much money an auction could raise for the Estate and the Foundation.”

292. Mr Winehouse said, “My memory of the chronology of events leading up to the auction in November 2021. I'm terrible with dates and I can't always remember the exact order of things or what was said at specific meetings. But I do know for certain that I was never told before the auction that Naomi and Catriona were claiming that they owned a load of Amy's belongings that were due to be auctioned. That's not something I would forget.”

293. Ms Parry said that in April 2019, she emailed Mr Winehouse again about the auction and exhibition and to arrange a meeting with Mr Julien. Mr Winehouse replied, “auction what?” She replied, “the auction we spoke about last year when I popped into AWF headquarters We talked about memorabilia and things that may not have any sentimental value to you but will do for someone else and could raise funds and awareness for the foundation via a world tour. The Grammy Exhibition is separate though - anything included in that does not need to be part of the auction tour, but again this is to raise awareness for the foundation.” She told him that Mr Julien was organising the Grammy Museum exhibition with his contacts there and suggested a meeting with him on 6 or 7 May 2019. This email proves Mr Winehouse’s point about his memory being poor because there clearly had been discussions about an auction before this and he had been given a copy of the auction proposal.
294. In April-May 2019, Ms Parry introduced Ms Gourlay to Mr Julien because she had said she wanted to exhibit her items and sell her items at auction too. Ms Gourlay said that this was not an easy decision for her, but she needed money, it was painful living with so many reminders of Amy, and she was concerned about keeping her items safe and properly preserved.
295. On 2 August 2019, Ms Gourlay sent Mr Julien a Dropbox link to her catalogue of items which contained photographs of the Disputed Items (which proves she had them in her possession at this time). On 22 August 2019, Mr Julien replied giving conservative estimates on her items.
296. On 13 August 2019, Mr Julien emailed Ms Parry asking “Any updates with Mitch? The museums are asking as they both said the end of August is the deadline. Grammys are mostly concerned as they want to replace it with something else if Mitch is not getting involved.” Ms Parry replied, “Hey, Mitch agreed ages ago to the exhibitions it’s the auction he hasn’t agreed to.” Mr Julien replied, “Ok. But we have to announce the auction before the exhibitions so hopefully he will get onboard. If not it’s his loss as it won’t ever do as well as it will with all this marketing. But we can promote your collection for exhibition and auction.” Ms Parry then says, “Unfortunately, with Mitch being tricky and stubborn he is only likely to get on board with the auction if he feels he's missing out which will probably be well after it is announced.” Mr Julien says, “Well we've created the perfect storm on the marketing.

It's a pity if Mitch doesn't get involved in the auction but it's ok as we will still make your items go crazy.”

297. Ms Parry said that the Grammy Museum exhibition and also an exhibition in Chile at the Museo de la Moda were part of a strategy suggested by Mr Julien to promote and enhance the sale value of the items which Ms Parry (and later Ms Gourlay) were planning to auction. Mr Winehouse said that he did not remember the details or the chronology of the different exhibitions “because they have all kind of blurred into one in my memory.” He said that he was “broadly aware of what was happening with the exhibitions and would have been copied on emails and dealt with some things directly or got Jane to help me, but in terms of organising and curating everything to do with the items that were going to be exhibited, we left that to Naomi”.
298. Mr Winehouse said that because a lot of what the museums wanted for the exhibitions were things to do with Amy’s fashion that he had no idea about, Ms Parry “volunteered to be the person to go through the lock up and select items and curate the exhibitions for us. She took responsibility for all of that and was our main point of contact with the museums.” He said that he had no concerns about Ms Parry doing this, “I trusted her and she was the best person to do it because she was Amy’s stylist so would have had a much better idea of what was relevant for the exhibitions than me.”
299. Ms Parry was not paid for all this work on the exhibitions. Mr Winehouse said he thought that Ms Parry was keen to do it because it was prestigious to be involved with the Grammy Museum and she could use it to promote herself as a stylist. It is clear that Ms Parry did a lot of work on these exhibitions and also helping the Estate with the 2021 auction and she was not paid for any of it, nor was there any written agreement or contract between her and the Estate regarding her role.
300. Mr Winehouse said that he did not remember the timeline of conversations about whether to go ahead with an auction, but he thought these got more serious in late 2019 or 2020. He said Ms Parry brought it up a few times, but he was still unsure, however Ms Parry was very encouraging and persuasive and talked about how it would be a great way to raise money for the AWF.

301. Mr Winehouse could not remember when Ms Parry first went to the lockup to look for items for the exhibitions. He went a few times but basically left it up to her and Ms Gourlay. He gave instructions to the storage company that the defendants could have access whenever they wanted. The only other people who had access were the immediate family.
302. Ms Parry emailed Mr Winehouse cc'd to Ms Gourlay on 15 August 2019, Subject: Exhibition – Progress report. The email asked, “Would it be possible for us to have a look in the lock up for any other dresses and accessories to add to this?” Mr Winehouse said he did not remember the email.
303. Ms Parry said that on 24 August 2019 she, Ms Gourlay and Mr Winehouse met in a restaurant to discuss the Grammy Museum exhibition. They arranged to go to the lockup together. This happened on 28 or 29 August 2019. The defendants’ case is that this was their first visit to the lockup. Mr Winehouse said that they had been before but always with him. Given Mr Winehouse’s poor memory, I prefer the defendants’ evidence on this. Either way, the defendants would have had no opportunity to take items from the lockup on any previous occasion given that Mr Winehouse says they were always accompanied by him. By the time of the visit in August 2019, Ms Parry had shipped her Disputed Items to Los Angeles and Ms Gourlay had sent Mr Julien photographs of her Disputed Items which proves that they were in her possession. The short point is that there is no evidence at all to justify the claimant’s accusation after the 2021 auction, that the defendants stole the Disputed Items from the lockup.
304. Mr Winehouse said that after this first visit, he gave instructions that the defendants could have access to the lockup without him being present. The defendants said that they went to the pub afterwards and Mr Winehouse got upset at Amy’s items staying in storage. The defendants said that they told Mr Winehouse that they were planning to auction their Items, and he said he wanted to take part. Mr Winehouse could not remember this but said, “they certainly did not tell me about the fact that they were planning an auction.” He was asked how he could be clear about this if he didn’t even remember going to the pub and he said, “Because if they had brought up the fact they were going to engage in an auction with Darren Julien, then I would have known about it because at that time...We were still

some way away from me deciding that I wanted to do an auction at all.” Ms Parry says that on 3 September 2019 she spoke to Mr Winehouse about putting him in touch with Mr Julien.

305. On 14 October 2019, Ms Parry emailed Mr Julien, cc’ing Mr Winehouse, ‘Hey Mitch, Meet Darren who runs Julien's Auctions. You expressed interest in selling some of the less sentimental things that were just gathering dust in the lock up and Darren is the man to help you do that should you decide to proceed. Darren, I'll let you take it from here.’ On the same day she emailed Mr Winehouse confirming that the Grammy Museum wanted to run the exhibition from 17 January to 13 April 2020 and would need to collect the items in November. She asked Mr Winehouse if, “I/we could get in to the lockup again to document the rest of the items that they missed last time.” Mr Winehouse replied saying he had 2 weeks before he went away on 29 October. Ms Parry said she was around next week and had just spoken to Ms Gourlay to see if she could get time off work to come too.

306. The above emails show that at the very least, sometime prior to 14 October 2019, Ms Parry and Mr Winehouse had had a discussion in which Mr Winehouse had expressed an interest in selling items at auction and she had put him in direct contact with Mr Julien. There is no reply from Mr Winehouse contradicting this email.

307. Moreover, it is clear that before 19 October 2019, Mr Winehouse must have expressed a willingness to participate in an auction because on that day, Mr Julien emailed Mr Winehouse (cc’d to Ms Parry) saying that the Grammy was very excited to be working with him and Ms Parry, “It will run for a couple of months and during that time you, me and Naomi will meet in January to talk about the auction and the items you want to include. It will be important that we announce the auction this fall and include all the exhibitions but our plan is to call it “Property From The Life and Career of Amy Winehouse” benefiting the Amy Winehouse Foundation. And we will indicate in the press release that not all the items on display will be sold and that an inventory won’t be available until later in 2020. We look forward to working with you and in the meantime anything you need let me know.”

308. Mr Julien’s evidence was that after Ms Parry introduced him to by Mr Winehouse, they had two meetings in London and Mr Winehouse took him to the lockup to see some of the Estate’s collection.

309. On 24 October 2019, Ms Parry emailed the Grammy Museum cc'd to Mr Julien "all went well with Mitch. He is happy with the brief as is Catriona so please continue. I went through more of her accessories yesterday and found her shoes, her makeup and hair styling stuff which is exciting."
310. On 27 October 2019 Mr Julien emailed Ms Parry saying that he wanted to announce the auction by the end of November and asking her to work with his press officer to approve the press release by the end of November. It appears that the press officer and Ms Parry spoke by phone on or about 5 November 2019. Ms Parry could not recall what was discussed but pointed out that there are no emails showing that she was ever sent the draft or final press release.
311. On or around 8 November 2019, Ms Gourley arranged with Julien's Auctions for some of her Items to be collected and shipped to Los Angeles.
312. On 27 November 2019, Ms Parry emailed Mr Winehouse cc'd to Rita George ("Ms George") from the Grammy Museum putting them in direct contact as contracts for the loans of the Estate's items for the exhibition needed to be exchanged.
313. Mr Winehouse spoke to a member of the Grammy's staff (Ms George) on 3 / 4 December. In a text exchange between by Mr Julien to Ms Parry after this conversation, Mr Julien told Ms Parry "Mitch seems confused about things a little....also he told Rita he does not want you to see the contract. And he said he doesn't want anything that Julien's has to be part of the exhibition. Will you tell him its your items?" Ms Parry replied "He doesn't even know that you guys have anything? I'm confused as to what he meant by that. Was this from Rita?" Mr Julien replied that Mr Winehouse had asked Ms George where Julien's Auctions had got items from, and Ms George told him that the items had come from the defendants to which Mr Winehouse said he didn't know that. Ms Julien told Ms Parry, "I think he's just confused". Ms Parry replied, "I think it's just a misunderstanding" and that she would speak to him tomorrow. Mr Julien said that when he "spoke to Mitch he was fine as well. It might have been late for him and he wasn't thinking straight...Maybe remind him tomorrow that they won't display anything that is not approved and of course it's items that only come from you, Cat or Mitch. As far as the auction we won't include anything in it either that's not approved and you three will

review everything in advance”. In cross-examination, Mr Julien said that in his experience Mr Winehouse was prone to changing his mind and also forgetting that he had been told things. I consider that these texts between Mr Julien and Ms Parry provide contemporaneous evidence that Mr Winehouse was told that Items had come from the defendants. I do not find that this text exchange is evidence of collusion between Ms Parry and Mr Julien to deceive Mr Winehouse. If that were the case, I would have expected the texts to reflect that, rather than the genuine surprise that each displays in the texts, given that text messaging is a private method of communication,

314. In cross-examination, Mr Winehouse said that it was likely that he did have a conversation with Ms George but “I do not know what the subject matter would be, six years later”. He went on to say, “I had no communication from Rita George or from the girls at that stage that they owned any items”. Given that Mr Winehouse has no memory of this conversation it is hard to understand how he can be clear about what he was or was not told and I prefer the contemporaneous evidence provided by Ms Parry and Mr Julien’s texts. It seems that the information from Ms George that Julien’s Auctions had Items that had come from the defendants did not cause Mr Winehouse to raise any concerns or enquiries, which one might have expected him to do if he genuinely had no idea that the defendants were claiming ownership of items or planning to sell them. In addition, I note Ms Parry’s surprise and confusion that Mr Winehouse was claiming he did not know that Julien’s Auctions had any Items from her and Ms Gourlay. Given that at this time the only items that Julien’s Auctions had, came from the defendants, I find that the reason Ms Parry is expressing confusion is because as far as she was concerned, Mr Winehouse already knew by then that the defendants had consigned Items to the auction.

315. Further texts between Ms Parry and Mr Julien suggest that Ms Parry did speak to Mr Winehouse. Mr Julien said, “a little tense but you saved the day. Fortunately Mitch trusts you as he would not let this happen if it were not for you being involved.” Ms Parry replied, “Well, I think he does to a degree. If this all goes smoothly and benefits the foundation as I believe it will then I think he will trust me to do whatever. He’s bloody forgetful though as I have made him aware of all goings on at every stage but anyone would think I hadn’t!” Mr Julien agreed, “Oh he’s so forgetful. He’s asked me about selling

her gym equipment five times the past years and never remembers that I've talked to him before.” This text exchange is further corroboration of Mr Julien and Ms Parry considering that they have made Mr Winehouse aware of these matters and it also provides further evidence of how forgetful Mr Winehouse is. I do not consider that the claimant's criticism of Ms Parry on this is well founded. It was suggested to her that she had in effect played on Mr Winehouse's forgetfulness and had taken advantage of it to achieve her own end of selling her Items in the auction. Instead, I consider that the evidence shows that Mr Winehouse must have been (and indeed was) aware that the defendants were selling Items in the auction but has easily and quickly forgotten what he knew at the time.

316. The Estate's inventory of items in the Grammy Exhibition was emailed to Mr Winehouse and Jane Winehouse by Ms Parry on 13 December 2019. It did not include the Final Tour dresses or the other items exhibited by the defendants. Mr Winehouse said that he would have read the inventory at the time and he could have raised questions about it if he had had any concerns.
317. Ms Gourlay said that there was a meeting with Ms Parry and Mr Winehouse in December 2019 at a restaurant for dinner at which Ms Gourlay made it clear to Mr Winehouse that she was selling some Items of her own and he gave his blessing. Mr Winehouse denied this. Emails between Ms Parry and Mr Julien on 16 December 2019 refer to her meeting with Mr Winehouse that day, “I've explained about the auction and that it needs to be announced before the Grammy exhibition, he seemed fine with that.”
318. Jane Winehouse confirmed her husband's account that there was never any discussion with the defendants about them doing an auction and that she and Mr Winehouse thought the auction was for the Estate's items only. She thought the defendants wanted to be involved with the exhibitions because they wanted to be involved with “anything Amy related” and Ms Parry wanted to promote herself as a stylist.
319. The Grammy Exhibition press release was approved by the AWF as confirmed by Jane Winehouse by email dated 17 December 2019 cc'd to Mr Winehouse “Please find attached an edited version of the press release, approved by both Mitch and the Foundation”. This draft did not mention an auction.

320. The press release referred to exhibits including the Final Tour dresses and the red heart shaped Moschino bag and a further line was added on 19 December stating, “Many of the items on display will be auctioned to benefit the Amy Winehouse Foundation, which will take place at Julien’s Auctions in Beverly Hills November 6 -7, 2021.” Given that Jane Winehouse and Mr Winehouse (according to Mr Winehouse) had read the Grammy Museum inventory of the Estate’s items that was sent to them only 4 days before, I consider that they would have been likely to notice that such striking items as the red Moschino bag and the Final Tour dresses were referred to in the press release, but were not in the Estate’s inventory. If, as Mr Winehouse and Jane Winehouse both claim – they knew nothing about the defendants putting Items in the auction, or the exhibition, this obvious discrepancy between the inventory and the press release ought to have given rise to immediate questions, concerns and demands for explanations. It did not.

321. On 19 December 2019, Jane Winehouse emailed Mr Winehouse specifically to check that he was happy about the “Julien auction announcement...which has been added to the PR release?” Mr Winehouse replied, “I’m glad you brought that up. The only time an Amy dress was sold, the family were slaughtered on social media. Amy had donated a dress to a charity to be auctioned. It wasn’t even our dress. So I will contact Darren and see if we can get a more detailed explanation as why dresses will be auctioned,” Mr Winehouse did email Mr Julien on 19 December about this and asked him to include that the dresses belong to the family and also to add that the auction proceeds would go to the AWF. Mr Julien agreed. Mr Winehouse replied asking him when he was putting the press release out and reminding him that they hadn’t agreed the contract yet. Mr Julien replied that the Grammy Museum would be announcing the exhibition in a few hours, “and they are mentioning the auction with the associated press. It will be a positive story. It’s important that it goes out right after their press release. Yes I know we have not finalized the contract yet but its ok as we can do that in the weeks to come or when I’m in London early next year. The press is focusing on the Grammy exhibition and touring of highlights.” Mr Winehouse replied “ok”. Mr Julien forwarded this email to Ms Parry as an “FYI”. She replied, “That’s really great! He’s very nervous of the potential for bad press as he is constantly abused by the media. I really want to help him change public perception of him as I think it’s unfair.”

322. The Julien's press release came out on 19 December 2019. It included the line that "all proceeds from the auction will benefit The Amy Winehouse Foundation." However, the photographs accompanying the press release were of Items consigned by Ms Parry including the red heart bag and the Final Tour dresses – because at that time Julien's Auctions did not have anything from the Estate. The press release also contained reserve prices for these items – which in the case of the red heart bag and the Final Tour dresses were very high. Again, this prompted no questions from Mr Winehouse or Jane Winehouse both of whom reviewed the press release. They would have known that these Items did not form part of the Estate's inventory of items for the Grammy museum and also that the Final Tour dresses were in the possession of Ms Parry. Again, this obvious and important discrepancy did not prompt any questions or concerns from them, particularly given that the high reserve prices in the press release made it clear how valuable these Items potentially were. This is hard to reconcile with the evidence of both Mr Winehouse and Jane Winehouse that they did not know that the defendants were putting Items in the auction. The better explanation is that they did know.
323. Mr Julien said that he had a conversation with Mr Winehouse in which he told Mr Winehouse that, "the majority of the best stuff is what Naomi has, so that is the stuff we are going to market." The claimant submits that Mr Julien's references to conversations with Mr Winehouse are simply self-serving and not accurate. However, I consider that the chronology shows that Mr Julien did have just such a conversation with Mr Winehouse around this time as that would be consistent with neither Mr Winehouse nor Jane Winehouse raising any concerns.
324. As regards the statement in the press release that all auction proceeds would benefit the AWF, Mr Julien said that Mr Winehouse later changed his mind and decided that only 30% of the proceeds would go to the AWF. Mr Julien denied that this statement in the press release that "all proceeds" would benefit the AWF would have led Mr Winehouse to infer that he was the only seller in the auction. Mr Julien said that he and Mr Winehouse had had many conversations about the defendants also having Items in the auction and that Mr Julien told Mr Winehouse that it was up to him whether the Estate's proceeds would go to the AWF but that Mr Winehouse would need to talk to the defendants. He also said that this was why the auction was titled "Property from the life and career of

Amy Winehouse” rather than “Property from the Estate” – because there were other consignors in the auction.

325. Ms Parry was sent the Grammy Museum Press release via text from Mr Julien on 19 December 2019 which said that “many of the items on display would be auctioned to benefit the Amy Winehouse Foundation.”

326. Mr Julien told Ms Parry by text on 19 December 2019 that the auction press release would be going out “in about an hour...I just made a change to the press release that Mitch wanted which was about every penny from the estate goes to the foundation and helping under privileged youth” (emphasis added). Mr Julien did not text her a copy of the press release. The reference to “the estate” clearly conveys to a reader that it is the Estate’s items that would benefit the AWF. I consider that so far as Ms Parry was concerned, this accurately conveyed the position and I am not surprised that she did not pick up or comment on it. Ms Parry replied, “ok cool.... just got the sweetest text from Mitch which is extremely rare so he must be happy.” Mr Julien said that there was bound to be some negative reaction to the auction to which Ms Parry replied, “I know. I’m prepared for that anyway. I know that if it wasn’t right to do it wouldn’t feel right which is why it’s taken so many years for me to get on board” to which Mr Julien replies, “Yes and you have good instincts. Plus nothing great is ever easy. In the end you will have done right by Amy and the family.” At 5pm on 19 December Ms Parry texted Mr Winehouse, “Hey Mitch, I heard the press release went out. Exciting!”. Mr Winehouse replied “Yes. It’s good. Naomi, you’ve done a great job. Amy would be proud of you.” Ms Parry replied “That means the world to me. I’m really glad you are happy and I hope that this raises the awareness and funding the foundation deserves. Amy would be really proud of you too.” It is likely that this is a reference to the Grammy Museum press release as Mr Winehouse’s reference to Ms Parry having “done a great job” must relate to all the hard work she had done in putting the exhibition together. It is notable that Mr Winehouse does not ask Ms Parry any questions about why the red heart bag and the Final Tour dresses were being exhibited.

327. On 20 December 2019 Mr Julien texted Ms Parry asking “How’s it going? Everything ok?” He told her that so far, the press had all been positive, to which she replied, “Yep all good. Catriona posted

about it all on her Instagram and it's been well received." On the same day, there was an exchange of emails between Alex and Riva Winehouse, Ms Parry and Mr Winehouse regarding Alex and Riva's concerns about security of items at the Chile Museo de la Moda exhibition which was planned to take place after the Grammy Museum.

328. Also on 20 December 2019, Mr Winehouse sent an email to Ms Parry copied to Alex Winehouse in which he thanked Ms Parry for "a great job you have done putting the Grammy exhibition together at such short notice." He said however, that he was unhappy with the Julien's press release and felt "that Julians have jumped the gun as usual...we have not agreed to auction anything yet. If we do, it will be no more than 4/5 outfits that Amy might have worn just once. None of her personal stuff. With your help, Alex and Riva can decide the outfits to be auctioned." This shows that Mr Winehouse had read the Julien's press release. Again, it is notable that he did not raise any questions or concerns with Ms Parry about why the red heart bag and Final Tour dresses were being auctioned, nor why Julien's Auctions had these Items when the Estate had not sent any items to them at that point.
329. Ms Parry forwarded this email to Ms Gourlay as "FYI (between you and me)." She replied to Mr Winehouse's email saying (amongst other things), "I thought the press release was great and has been really well received. And as you know, you are not obligated to selling anything you don't want to. You could literally sell a few t-shirts if you should wish. It's totally up to you, no pressure at all it's just they needed confirmation on dates from you so that you can get the most press from the upcoming shows."
330. Ms Parry said that she was not sure that she saw the auction press release. Mr Julien did not send it to her in their text exchange and there are no emails in evidence in which it was sent to her. However, she would have been able to read it on Julien's website, and it is clear from the texts on 20 December 2019 that she has some awareness that the press release had gone out. It is not clear what Ms Gourlay posted on her Instagram, but Ms Parry clearly had some awareness of that, and it appears from her email to Mr Winehouse (supra) that she may well have read the auction press release. However, if she did, she clearly did not pick up on the discrepancy between what Mr Julien had told her in his text on 19 December and what the press release now said about all proceeds of sale going to the AWF. Ms

Parry said that she did not at the time think much of Mr Winehouse's reference to the Estate auctioning only 4/5 items, but it fitted with her understanding that Mr Winehouse knew that she and Ms Gourlay were auctioning items too because Mr Julien had told them that auctions normally had large numbers of items. This also fits with the auction proposal that Mr Winehouse had seen and is consistent with the fact that Mr Winehouse did not even at this stage raise any concerns with Ms Parry about the Julien's press release containing pictures of items including the red heart bag and Final Tour dresses with large reserves against them.

331. Ms Parry clearly did do a lot of work helping Mr Winehouse in organising the Grammy exhibition and with arrangements for the other exhibitions in Chile and also at the Design Museum in London as well as with the 2021 auction. As I have said, she was not paid by Mr Winehouse for this work which must have taken up a lot of her time. The claimant submits that she did this purely for her own ends to ensure that the auction took place and that the Estate participated and to ensure that she and Mr Julien were able to deceive the claimant by deliberately hiding hers and Ms Gourlay's participation in the 2021 auction. I do not accept this. This is simply not consistent with everything that is known about Ms Parry's character, her devotion to Amy and how kind she was to the family after Amy's death for so many years. These projects were not the only projects that she had spent a lot of time working on pro bono for the Estate and the AWF in order to promote Amy's legacy. Giving up her time generously, and in particular, helping Mr Winehouse, was part of her character and the way in which their relationship had always worked.

332. In his witness statement, Mr Winehouse said that he got upset about the Julien's press release because it "felt pre-emptive because we were only in discussions about a potential auction. It seemed like Julien's were trying to rush us into agreeing to an auction. I hadn't even signed the contract." This however cannot be correct given that he was fully aware from his emails with Mr Julien that this press release would be going out. This is another example of Mr Winehouse's very poor memory of events both at the time and subsequently.

333. On 20 December 2019, Ms Parry sent Riva Winehouse the Estate's inventory for the Grammy Museum. Ms Parry said that this was because Riva and Alex Winehouse had asked for the items that

Mr Winehouse was putting into the exhibition because they were concerned about this impacting on their Jewish Museum exhibition. Ms Parry said that she therefore did not think it was relevant to include hers and Ms Gourlay's exhibition inventories too. It was put to her that prior to this she had a text exchange with Ms Gourlay telling her that "Riva is asking for the inventory". Ms Gourlay asked "why" to which Ms Parry replied:

NP - "No idea. Mitch has just demanded I send it to her."

CG - "But what's it got to do with Riva?"

NP - "No idea. She wants to see it though".

CG - "She's going to get involved. I knew it. Grab grab grab. She'll start saying she wants stuff next."

NP - "Yep. And I reckon she'll kick up a stink about our collections."

CG - "I think so too. Ugh. But what right has she got to any of this? And why is Mitch engaging with it?"

NP - "She doesn't. Because she is probably harassing him."

CG - "Wish I hadn't put that pillowcase in now. Bet she asks for it. She's so grabby and it is not her place. Can't she just be grateful she's got a totally free life?"

NP - "I just think it is really interesting that is all the partners of the Winehouses that are chiming in."

CG - "Jane is actually being lovely now. We've had a couple of calls. Riva REALLY pisses me off"

NP - "Yeah she is, I think she just needed to know what was what for foundation reasons. Both Mitch and Jane were really happy?"

CG - "She wouldn't know what any of her stuff is anyway?! It's all 'Frank' era pretty much (My stuff). The estate has all of the well known pieces."

NP - "She [Riva] knows what mine is though".

CG - "True. I'd just be keen to see what she thinks her input would be given the content of the exhibition as she didn't know us during that time? I dunno. I guess just keeping everyone happy is important too."

NP - "I agree. And I will fight this. Mitch won't want her involved. It will be about the sale of the stuff."

CG - "I've had enough of them not realising what she is to us. We went through hell as well. No support, no thanks, nada. Anyhow, let's just see I guess. Gives her something to do I suppose (wink emoji)."

NP - "I know. It's really upsetting."

CG - "Hang on. Can't she just see the estates inventory? The other stuff isn't anyone's business other than ours?"

NP - "I'll just send it to her."

334. Miss Parry then sent Ms Gourlay a screenshot of a text exchange between herself and Mr Julien in which she said, "There are just a lot of people who weren't particularly interested in being around when she was alive that will no doubt want a piece of the action and I am anxiously waiting for when they make themselves known. Also, I know the significance of my collection. I own some very culturally important pieces and I'm slightly nervous that certain family members might be posed [sic] off at me selling them. Should I be concerned?" Mr Julien replied, "Oh no. You shouldn't be

concerned at all. If Mitch is selling items they can't get upset. Plus they can't stake ownership of them. They can't ever get them away from you. The only possible way is if they had a police report from the time she was alive that those items were stolen lol. And we know that's not the case. Plus unless Mitch tells them, no one will know what your items are or what the [screenshot ends]". This unguarded text exchange between Ms Parry and Mr Julien provides further evidence that as far as they were concerned, Mr Winehouse knew that the defendants would be auctioning Items. Ms Parry screenshotted Mr Julien's message and sent it to Ms Gourlay who replied, "Wicked! This will actually be useful because he will be wanting us to be kept happy."

335. Ms Parry was asked why she thought Riva Winehouse would "kick up a stink...". She said that maybe there was, "some stuff in our collections that she would not have wanted us to sell." Ms Parry said that when she had a meeting with Alex and Riva Winehouse, Riva Winehouse had asked her if she was going to sell the D&G cardigan (Disputed Item 39) so she was probably concerned that Riva Winehouse would start to demand some of her collection.
336. It is clear that Ms Parry's concern is about Riva Winehouse and not Mr Winehouse. Mr Julien's statement that, "unless Mitch tells them, no one will know what your items are" is contemporaneous support that both Mr Julien and Ms Parry considered that Mr Winehouse knew about the defendants' items.
337. Ms Gourlay said that Amy had not wanted Riva Winehouse in her house when she was alive as Amy felt that she was getting very involved in things that she ought not to be involved in as far as Amy was concerned. Ms Gourlay was concerned that Riva Winehouse was the kind of person that would interfere and cause problems – which in the event she did by pulling items from the exhibitions at the last minute. She pointed out that she and Ms Parry both agreed that Mr Winehouse would also not want Riva Winehouse involved.
338. It was put to Ms Gourlay in cross-examination that Ms Parry's text exchange with Mr Julien was making sure that no information about their Items got to Mr Winehouse. Ms Gourlay denied this. I do not consider that what was put to Ms Gourlay is a plausible interpretation of this text exchange for

the reasons I have already given. It completely ignores the fact that it is clear from this text that it is family members other than Mr Winehouse that Ms Parry was concerned about. It also ignores the important statement “unless Mitch tells them, no one will know what your items are.”

339. On 21 December 2019, Alex Winehouse emailed Ms Parry, cc'd to Mr Winehouse, saying that he was not happy with the auction and stating that the Jewish Museum wished to retain some of the items that were currently earmarked for the Grammy Museum. He also raised security concerns about the Chile exhibition. Later that day, Mr Winehouse wrote to Alex Winehouse to emphasise that the Grammy Museum were “BORROWING dresses” and “After Chile, everything comes back here anyway. Nothing is auctioned until we decide which 4/5 outfits we can live without. Auction dates are around November 2021. The rest of the dresses (approx. 40 outfits) will go back into storage, where they will remain for the next 100 years!” This demonstrates that it was Mr Winehouse who was very much in control and who was making the decisions. It also looks as if he is not giving Alex Winehouse the full picture because he did not want Alex or Riva Winehouse to get involved (just as Ms Parry predicted).

Events in 2020

340. On 5 January 2020 Ms Parry emailed Mr Winehouse cc'd to Mr Julien saying that the Museo de la Moda in Santiago wanted to host an exhibition of the items that will go on sale in the auction. “This is only the items that are being sold and not the awards or other artifacts, just to reiterate. I think it will be a good opportunity to do almost a preview to Jorge who is one of Julien's Auctions' biggest buyers as well. I know you are not so keen to pop over given the current circumstances but perhaps you might like to make a little appearance towards the end of the show? It would be lovely for the fans and a good opportunity for you to meet Jorge who is apparently extremely accommodating.” Mr Winehouse replied “Hi Naomi. I'm happy to go to Chile whenever it's safe to go. March may be too soon. I'm still not sure what items are going into auction.” This indicates that although Mr Winehouse had not then decided what of the Estate's items were going into the auction, he was plainly intending on participating in it otherwise there would have been no purpose in him going all the way to Chile to meet one of Julien's Auctions biggest buyers. It also supports the defendants' case that they were not

concealing their involvement from him. If they were, then it would have been very risky for Mr Winehouse to go to the Chile exhibition where he would have seen the defendants' items on display.

341. The Grammy Exhibition opened on 17 January 2020, and was due to run to 13 April 2020, before being sent to the Museo de la Moda in Chile. Ms Parry and Ms Gourlay flew out to the launch in Los Angeles. The Grammy Museum paid for their hotel and travel. Janis Winehouse and her husband also attended. Mr Winehouse did not attend – he could have gone but he did not want to. At the Grammy exhibition, each exhibit had a placard which stated from whose collection the item had come (ie: Ms Parry, Ms Gourlay or the Estate). This was a public declaration of ownership seen by thousands of attendees at the auction including Amy's mother (the other beneficiary of her Estate), who raised no issues about it. If the defendants were determined to keep their ownership of these Items a secret from Mr Winehouse, then this seems a bizarre way to go about it, particularly given that he could easily have gone to the exhibition himself at any point and the defendants had no control over whether he did or not. I find that if Ms Parry and Ms Gourlay had indeed been engaged in a joint conspiracy as the claimant alleges, they would never have allowed the Grammy Museum to publicly declare their ownership in this way. The fact that they were happy for the Grammy Museum to do this strongly supports the defendants' case and undermines the claimant's.

342. On 5 March 2020, Mr Winehouse had lunch with Mr Julien and Ms Parry to discuss the 2021 auction and whether the Estate was going to participate. Mr Julien's evidence was that he told Mr Winehouse that Ms Gourlay was selling a large number of items, and that the auction would proceed with or without the Estate's involvement. Mr Winehouse denied this. Mr Julien also denied that the 2021 auction was "pitched" to Mr Winehouse as a sale of Amy's items for the purposes of benefitting Amy's Estate and the AWF. Mr Julien said that there was no mention of the AWF at this meeting and he made it clear to Mr Winehouse that the defendants were selling their collections for their own benefit. Following the meeting, Mr Winehouse finally decided to sell some of the Estate's items. He signed a consignment agreement on 23 April 2021 and shipped some items to Los Angeles. An email after this lunch from Mr Julien to Mr Winehouse corroborates that Mr Winehouse made the final decision to participate in the auction at this lunch. Mr Julien said, "It really means a lot to us that you're working

with us. We are excited about the journey ahead and promise to do right by you, Amy and her legacy.” It was put to Mr Julien in cross-examination that there was no mention in this email of participation by the defendants in the auction and that this was because this was not discussed. Mr Julien denied this. I accept Mr Julien’s evidence as it is consistent with the overall picture I have set out (supra) and because there is no reason for Mr Julien to have mentioned the defendants’ Items in this email – which was focussed solely on the Estate having now agreed to participate.

343. On 19 March 2020, the Grammy exhibition had to be shut temporarily due to the Covid-19 pandemic. The Grammy Museum therefore asked Mr Julien if the exhibition could stay with them a bit longer. Mr Winehouse said he that had no objection and it made sense, but he would leave the decision to the defendants. Mr Julien texted Mr Parry to tell her this. She replied, “Yeah, Cat and I have put a lot in to gain his trust with this. He now knows we have their best interests at heart and extremely protective over the Winehouse name.”

The Design Museum exhibition

344. In April 2020, Ms Parry was introduced to the Design Museum in London regarding the possibility of it holding an exhibition of Amy’s items. On 8 June 2020, Ms Parry emailed Mr Winehouse and Jane Winehouse updating them that she was now in talks with both the Design Museum and also the V&A. She said, “I told both venues about our agreement that you were happy for me to do these exhibitions with the support and cooperation of the family, but they’ve asked if I can get this in writing. Is that ok? I think they just need to see something official in order for them to move things forward.”

345. On 12 June 2020, Jane Winehouse emailed Ms Cody, cc’d to Mr Winehouse suggesting that the Estate should be a partner in any exhibitions, “and should not merely hand this over to Naomi. I felt that there may be some financial benefit from exhibitions that could benefit the Estate/AWF. I have no idea whether this is the case or not. We haven’t yet replied to Naomi’s e-mail. Subsequently, Naomi has spoken to Daniel at MDR [the Estate’s brand agency] about it and he has said we would have to licence it. Naomi has phoned Mitch and is concerned about their involvement in a project which she feels is her own.” A meeting took place on 26 June on Zoom to discuss it, attended by Mr Winehouse, Jane

Winehouse and the defendants. Afterwards, the defendants exchanged text messages in which they expressed upset that MDR and Riva and Alex Winehouse “were pulling the strings.”

346. In June 2020, the Winehouse family and advisors decided that they did not want the exhibition going to Chile due to lockdown restrictions. Mr Winehouse emailed Ms Parry to tell her this and said that he had spoken to Mr Julien who agreed. Ms Parry replied that she also agreed.
347. On 24 August 2020, a meeting took place between Mr Winehouse, Janis Winehouse and her husband and Mr Julien. Ms Parry was not present. Mr Julien told Ms Parry by text afterwards that Mr Winehouse and Janis Winehouse were now on board with selling a large number of Amy’s items. On 19 September 2020 he told Ms Parry that “it wouldn’t have happened” without her.
348. Over the next few months, the defendants visited the lockup several times to help select items for the 2021 auction and Ms Parry arranged with the shippers to collect and ship the Estate’s items to Los Angeles. During one of these visits (September 2020), Ms Parry discovered that a box that they had put together of important items had been raided and items had gone. She told Ms Gourlay, who said that she needed to tell Mr Winehouse and check with Janis. She expressed concern that their collections should be kept separate – which given the context, I consider was due to concern that their Items would otherwise go missing and not (as the claimant suggested), because they did not want Mr Winehouse to know about their Items.
349. A text exchange between Ms Parry and Ms Gourlay on 6 November 2020 referred to another visit to the lockup. Ms Parry said, “I figured as we are auctioning our stuff we need to be as helpful as possible.” Ms Parry said that she thought that Mr Winehouse was, “feeling very anxious about the auction and he only really trusts us. Plus, he could totally prevent this from happening so probably best we help.” Ms Gourlay replied, “Yeah I mean we should help. Otherwise we would only be able to do a private sale, right? Do they need to give permission?” Ms Parry replied, “No, but it would be bigger with the family on board and we don’t really want to burn our bridges with them if we can help it.” Ms Parry agreed that she knew that the 2021 auction would be more successful if the Estate was involved. I accept this, given that that was what Mr Julien had consistently told her, including in emails

and texts. Given that both defendants had made the difficult decision to auction their Items, it is only to be expected that they wanted the 2021 auction to be a success, particularly given that they were both in financial difficulty at this time. I do not accept that the defendants were manipulating Mr Winehouse to achieve this outcome, whilst keeping secret from him their own participation. This text exchange is equally consistent with Mr Winehouse being aware of their participation, because otherwise there would be no reason for Ms Gourlay to ask whether they would need permission from Mr Winehouse to auction their Items in a private sale if they were intending to keep their participation a secret.

350. Mr Winehouse in my judgment is not the sort of man who can be easily manipulated or persuaded to do things he does not want to do. This is evident from the time it took for him to decide to commit to the auction of a large number of the Estate's items. The evidence shows that he was perfectly comfortable questioning things, expressing disagreement, and refusing to do things he did not want to do. Ms Parry clearly did provide Mr Winehouse with reassurance and empathy about the difficult decision to part with his daughter's items and provided a lot of help to the Estate in terms of selecting items for the exhibitions and the 2021 auction and helping with practical arrangements. This is consistent with Mr Julien's text that the Estate's participation would not have happened without her, but I do not accept that Ms Parry was acting as Mr Winehouse's intermediary. During all this time, Mr Winehouse had direct communication with Mr Julien that did not involve the defendants and Ms Parry knew this. It was after one such meeting on 20 August 2020, that Mr Winehouse agreed to auction a large number of the Estate's items.

351. If Ms Parry had been appointed by Mr Winehouse as his intermediary in this matter, then he would have left it all to her. He clearly did not. I find that Mr Winehouse made his own decision to participate in the 2021 auction having weighed up the pros and cons. Thereafter, although Ms Parry continued to help out Mr Winehouse and the Estate a great deal with the exhibitions and the arrangements for the 2021 auction, Mr Winehouse maintained his direct communication with Julien's Auctions in which Ms Parry was not involved. Ms Parry did not ever see the Estate's 2021 auction consignment agreement (and Mr Winehouse did not want her to see it). All the help that she gave him was unpaid and was never formalised in any kind of written agreement – not even an email. None of this is

consistent with a concerted strategy of deception, nor with any kind of formal intermediary or agency relationship.

352. In addition, given that the defendants knew about Mr Winehouse's direct communication with Julien's Auctions it would have been a risky (and foolhardy) strategy in these circumstances for them to plan an auction in which they were also selling Items, and attempt to keep it secret from Mr Winehouse and the family given the very high chance that Mr Winehouse or Jane Winehouse would be informed of this directly by Julien's Auctions staff during their direct dealings with them.
353. Ms Parry and Mr Winehouse visited the lockup on 23 November 2020, and the following day Ms Parry texted him to ask if she could have Amy's Christmas decorations but "didn't want to ask you personally as I've got a mic on and didn't want you to feel like you couldn't say no." Mr Winehouse responded "Of course, go ahead." The fact that Ms Parry asked permission to have something as innocuous as Christmas decorations supports Ms Parry's case that she is not the type of person to deceive Mr Winehouse or take advantage of him or the trust that he and the Estate placed in her.
354. On 26 November 2020, Ms Gourlay had a text exchange about the estimates for her Items with her sister in which she said, "I reckon the family will go bananas but there's not much they can do to stop it now I don't think". Her sister replied, "No, I don't think they can. But you will have to stand firm. Also low estimates will give them less financial incentive to stop it as well. If you see what I mean." In cross-examination, it was put to Ms Gourlay that this was evidence that she was trying to conceal her participation in the 2021 auction from the Winehouse family. Ms Gourlay denied this. She said that what she was worried about was the estimates for her items. Looking round the courtroom, she said, "Look where we are now. I was concerned that, you know, if we made a certain amount of money, that would be acceptable. This is exactly why we are where we are." Given my findings that the defendants did not conceal their participation in the 2021 auction from the claimant, I consider that this explanation fits with her previously expressed concern about some members of the Winehouse family being "grabby" and with items going missing from the lockup.

Events in 2021

355. On 2 April 2021, Mr Julien emailed Mr Winehouse cc'd to Ms Parry saying that he was coming to London and that he needed to have all property for the 2021 auction by the end of May as "we are just about finished cataloguing and photographing what we have now. The catalogue is going to be amazing. I want to make sure you have time over the summer to review the catalogue spreads and make sure you're ok with layouts, descriptions etc. Mr Winehouse replied that he and Ms Parry would meet him "We can also go to the lock up and see what else we can put in the auction."
356. On 14 April 2021, Mr Winehouse signed the contract with Julien's Auctions. Mr Julien emailed Ms Parry "OMG Mitch signed the contract. I love you Naomi". She replied, "Yeah, we spoke yesterday. No problem! It's all happening!"
357. On 10 May 2021, Mr Julien emailed Ms Parry that he was a little concerned about how Mr Winehouse would react to the estimates on his items and asked Ms Parry to help with explaining them. Ms Parry agreed and said that she thought that Mr Winehouse would be "ok as long as it was all explained". Mr Julien said, "I'm sure he will be fine. He does trust us now (thanks to you) and we won't let him down."
358. In June 2021, Ms Parry texted to Mr Julien, "he's too lazy to go through all his things" (referring to Mr Winehouse). Ms Parry said in evidence that Ms Cody and Jane Winehouse did a lot of the legwork for him and then reported back to him so "I think he could be lazy with things, but he had paid others to pick up where he let go, basically."
359. On or around 2 July 2021, Ms Gourlay entered into a further consignment agreement with Julien's Auctions to consign additional items to the auction. Ms Parry did the same on or around 21 July 2021.

The Design Museum exhibition object list and the 2021 auction catalogue and inventory

360. Preparations for the Design Museum exhibition in London were underway in 2021. Ms Parry did a great deal of the work organising this although Mr Winehouse and Jane Winehouse were also involved. The idea was that after the 2021 auction, the items would be exhibited at the Design Museum before being sent to the buyers. The Design Museum included (and was always intended to include) Ms Parry and Ms Gourlay's Items as well as the Estate's.

361. On 6 August 2021, a link to the Design Museum object list (a spreadsheet) was emailed to Ms Cody and others. Ms Cody forwarded it to Jane Winehouse. Jane Winehouse replied complaining about the format of the list and making other comments including “The list they have provided is read-only, so we’re unable to add our comments. We also have no permissions to download or print it. We really need to go through the list with Naomi to understand where all these items are. We can approve things in principle, but we can’t agree to release them to the DM if we don’t know whether they are in our possession.”
362. On 9 August 2021, Ms Cody forwarded this email to Ms Parry asking her to liaise with the Design Museum about the list. On 9 August 2021 Ms Parry replied, “I apologise for this, I did ask them to just give you a list of items that you own and not everything they want to exhibit as I thought it might be confusing. In the last three columns it states who the lender is and where the item is located.” She thereby draws specific attention to this lender column, and its contents. This would clearly have been of great interest to Jane Winehouse given her role as a trustee of the AWF and also as a direct beneficiary of the Estate (through her husband Mr Winehouse). This would have been a very risky thing for Ms Parry to have done if she was actively concealing the Items that the defendants possessed.
363. On 17 August 2021, Jane Winehouse emailed Mr Julien cc’d to Ms Cody and Mr Winehouse (but not Ms Parry), approving the draft advertisement for the auction subject to a few matters. Importantly, her email contained the following, “If you wish to make reference to the donation from the Estate to the charity (in a press release or statement for example), we would require you to please use the following wording only: ‘We are pleased to confirm that the sellers will donate 30% of their net proceeds raised through the sale of lots [XXXX to XXXX] to the Amy Winehouse Foundation.’” If Mr Winehouse and Jane Winehouse believed that all the items in the auction belonged to the Estate, then there would have been no need for Jane Winehouse’s draft wording to include [XXXX to XXXX] which is clearly intended to specify which of the lots being sold this referred to. Mr Julien replied agreeing to this request.
364. On 17th August 2021, Mr Julien sent Mr Winehouse a link to the first draft of the 2021 auction catalogue (a few days before, he had asked Ms Parry if he should send this to Mr Winehouse). It did

not say who the items in the catalogue were owned by. Mr Julien said in cross-examination that it would not be usual to do this in a single owner sale, it was not because anything was being hidden from the Estate. It was put to him that it would have been impossible for the Winehouse family to work out from this catalogue whether it was the Estate which owned the items. Mr Julien said that he assumed they had the auction inventory so they could have compared the inventory to the catalogue.

365. It was also suggested to Ms Parry that the reason that the catalogue did not say who the items were owned by was that they did not want people to realise that not all items were owned by the Estate. I consider that it would be risky to deliberately have the auction catalogue not refer to who owned what items in an attempt to hide the defendants' Items. Mr Winehouse or Jane Winehouse could easily have worked this out from comparing their auction inventory to the auction catalogue and it would also have needed not just Mr Julien but also his employees to be part of the conspiracy. I do not find this plausible and nor is it consistent with the evidence. Whilst Mr Julien is a businessman and was of course keen for the Estate to participate in the 2021 auction because a bigger auction would likely be more successful, the evidence does not support the assertion that he and the defendants were engaged in a conspiracy of this sort. In fact, as I have said, I find that the evidence is that Mr Winehouse knew this all along.

366. Mr Winehouse said that he had a lot of meetings with the defendants between August 2019 and August 2021, but they never told him that they were planning to auction Items themselves. If he had been told this he would have asked them, "exactly what they had and how they claimed to own the items and tried to put a stop to the exhibitions and the auction immediately." For the reasons (supra and below) I do not find this plausible.

367. Mr Winehouse also said that they relied on Ms Parry to choose the Estate's items from the lockup for the 2021 auction because she knew about Amy's style and the clothes she had worn, and they trusted her to handle everything for them including choosing and cataloguing the Estate's items for Julien's Auctions. He therefore didn't pay close attention to the Estate's items going into the auction as he relied on Ms Parry to guide them.

368. Mr Winehouse said that he also did not pay close attention to the auction inventories because he trusted Julien's Auctions and Ms Parry to do a good job and let him know if something wasn't right. Therefore, he never went through the lists in detail or checked the items individually himself - there were hundreds of items, and he thought everything belonged to the Estate. He didn't realise the inventories he was sent didn't include the defendants' Items and he was never sent inventories of the defendants' Items before the auction. The auction inventory signed by Mr Winehouse does not include the defendants' Items.
369. Mr Winehouse said that when he saw the draft 2021 auction catalogue, he thought that everything in it was being sold by the Estate and it did not say that the defendants were claiming ownership of any Items. He did remember that one Item they asked to be taken out of the 2021 auction were some ballet shoes which he said had Amy's blood on them (Disputed Item 155). He claimed that these were the ballet shoes that Amy was wearing when she had a fight with her husband and they were photographed in the street. He said that no one told him or Jane Winehouse that Ms Gourlay was claiming she owned these. He thought that the defendants were just putting in a few notes and photographs and if he had been told they had other Items in the 2021 auction he would have stopped the auction and asked them what the items were and how they came by them. He would not have let the 2021 auction proceed.
370. For the reasons already given (and those set out below), I do not find this plausible. Mr Winehouse would have taken an interest in what items were being auctioned because apart from anything else he would have taken a keen interest in the likely financial benefit from their sale. He had previously been given estimates for the Estate's items by Mr Julien, and I am sure that he would have paid close attention to these. A brief look at the Estate's auction inventory would have shown that key items such as the Final Tour dresses, and the red heart bag were not there, yet they featured in the auction catalogue. This alone would have caused Mr Winehouse to raise serious concerns due to the high reserves on these Items, and he would have wanted to know why they did not appear on the Estate's auction inventory, which would then inevitably have led to who owned them. I find that the reason no such concerns were raised was because Mr Winehouse did know that the defendants were also auctioning their Items.

371. On 20 August 2021, Ms Parry emailed Mr Winehouse and Jane Winehouse:

I have been through the catalogue now and there are a few things that I noticed that you may not want in there.

I felt a little uncomfortable about the 'self help' books but you may not. Also, the family portraits feel a little strange and I think Janis will want the drawing Amy did of her.

Finally, I think you need to see what is written on the handwritten notes so you can decide if you want them back as I know you are understandably nervous about releasing any of those. I will let Darren know that there is a note in there that I wrote to her, not the other way around too. Is there anything else you weren't happy with?

372. Mr Winehouse replied, “Confidentially, Why is Cat giving personal notes and pics of her abs Amy?”

Ms Parry replied, “I think, like myself, she is parting with a few things. Her house was full of her Mother's things and some Amy bits and I think she was nervous that they'd get stolen and also not great for the soul to be surrounded by them I suppose. I haven't actually seen them so I'm not sure how personal they are, are any of them a concern?”

373. It is notable that Mr Winehouse’s reply to Ms Parry’s first email does not make any comment about the fact that Ms Gourlay was selling any Items at all. If this was genuinely the first that he and Jane Winehouse knew of this, then I would have expected both of them to have immediately raised concerns and demanded to know what Items were being sold. Likewise, Ms Parry’s email in reply that she was also parting with “a few things” did not elicit any concern or demands for explanations.

374. Mr Winehouse said in cross-examination that this was because he and Jane thought that all the defendants’ Items were being sold to benefit the AWF. It was put to him that his email makes no mention of that and that neither defendant had ever said that to him. He agreed. I find therefore that there was no sensible basis for him to have made that assumption. However, he then went on to say that in May 2021, when Mr Julien had explained to them what a ‘single-seller auction’ was, he was told by Mr Julien that there were a number of items, “he wanted to add in that were not ours, specifically the notes from Catriona and the blue guitar that belonged to Dionne. And he said would I mind or would we mind if we put those into our auction. And I said, "Well, we do not mind about Cat" and that is when I said, "It is a bit strange that she wants to put personal things in there"; okay? But I said, "I do not want the blue guitar from Dionne going into that auction" and he said, "I quite understand" and it did not go in. So we were led to believe that we were the single sellers.”

375. This is not evidence that Mr Winehouse has ever given before. It is not in his witness statement and it is totally inconsistent with his case that he had never been told that the defendants planned to auction Items before this. Mr Winehouse was asked by Mr Julien in August 2021 whether Dionne Bromfield could put her guitar in the 2021 auction which Mr Winehouse refused. However, there was no discussion in that email exchange about the defendants' Items. Nevertheless, Mr Winehouse maintained in cross-examination that, "we did not want Dionne putting her guitar in the auction, but we were allowing Catriona to put in a few things that we were happy for her to put into the auction." I reject this evidence. This new evidence is also inconsistent with Mr Winehouse's own case – which was that he was never told at any point until Ms Parry's 20 August 2021 email, that the defendants had Items in the auction. I find that Mr Winehouse has raised this new evidence in order to provide an explanation for why he did not raise any concern in August 2021 about Ms Parry's revelation that she and Ms Gourlay had Items in the auction. Whether he is confused, mistaken or has persuaded himself on the basis of a false memory does not matter, the point is that this is further evidence of Mr Winehouse's general unreliability. I find that instead, Mr Winehouse did not raise any concern because he had known for a long time that both defendants were also participating in the auction and he had no concerns about it.

376. Jane Winehouse said that Mr Winehouse had asked her to help with reviewing the lists of items to be included in the 2021 auction and the auction catalogue and whether they wanted anything removed. Her aim was to make sure that inappropriate items were removed, "I wasn't looking at things and thinking about ownership – I thought everything belonged to the Estate and had come from the lock up."

377. Jane Winehouse said that she had also identified the personal notes to Ms Gourlay in the auction catalogue and had flagged them to Mr Winehouse. She also maintained that this was the first she had heard of the defendants' selling items in the 2021 auction (which also contradicts Mr Winehouse's evidence – because Mr Winehouse would certainly have discussed with her his previous conversation with Mr Julien on this topic – if that conversation had taken place).

378. It is notable that Jane Winehouse also does not reply to Ms Parry's email. Instead, Jane Winehouse said that she rang Ms Parry pointing out the personal notes from Amy to Ms Gourlay and Ms Parry that she thought must have got in amongst the Estate's items by mistake and that she thought they would want them back. She said that in that call, Ms Parry told her that she and Catriona had included a few items of their own in the auction "I am pretty confident that "a few items" is how Naomi described them to me, although I am not certain." Jane Winehouse said that she remembered asking Ms Parry why they would part with them and that Ms Parry said something along the lines that it was hard having the memories around them. Jane Winehouse said that she told Ms Parry that this was really generous of her and Ms Gourlay and thanked her. She said that she assumed that they were donating those items so that the AWF would receive some money. Jane Winehouse said, "We only talked about the items that I specifically brought to her attention. There was no mention of dresses or anything like that" and she did not call Ms Gourlay separately about this.
379. In cross-examination it was put to her that if this was correct, then she would have asked precisely what Items the defendants were putting in the 2021 auction. Jane Winehouse said that she took what Ms Parry said to mean just the personal notes that she had identified. Jane Winehouse said that neither she nor Mr Winehouse had any idea that there were a lot more Items including clothing or that they were planning to sell Items for themselves. She was asked why she assumed that the defendants were selling items to benefit the AWF, and she conceded that this was not discussed during the call. She said that afterwards, she and Mr Winehouse had a conversation in which they agreed that they would give the defendants the part of the proceeds of sale of these items that would not go to the AWF.
380. It was put to Jane Winehouse that this phone call did not happen and that the reason she did not ask precisely what Items the defendants were selling in the above email chain was because she and Mr Winehouse already knew about their participation in the 2021 auction and what items they were selling. She refuted this.
381. The claimant's case is that Ms Parry's use of the words "a few things" was a deliberate and disingenuous choice of language intended to downplay the Items the defendants were selling. I do not accept this. In my view, Ms Parry's use of language is important. She says, "I think like myself, she

is parting with a few things”. If this was the first time that the Winehouses knew about this, then one might expect her to have introduced the issue differently. “[L]ike myself” suggests that Ms Parry thought that Mr Winehouse already knew that she was putting Items into the 2021 auction. Ms Parry denied that her use of the term “a few things” was a deliberate attempt to downplay. She made the point that apart from Amy’s old desk, the Items she sold fitted into a large bag and many of Ms Gourlay’s Items were small and would likewise have fitted into a large holdall. It is notable that Mr Winehouse never replied suggesting any surprise that they were selling Items or asking what they were selling. It would have been a risky strategy in my view, to deliberately downplay the number of Items that the defendants were selling or the type of Items, given that at around this time (as Ms Parry knew), the Grammy Museum inventory spreadsheet was being sent to Janis Winehouse and Mr Winehouse which contained the defendants’ names in the lender column against a number of Items including some that were obviously significant such as the Final Tour dresses and the red Moschino heart handbag.

382. Jane Winehouse is a competent and experienced businesswoman who clearly has good attention to detail and was the managing trustee of the AWF. Given the financial benefit of the 2021 auction to the Estate and the AWF, I am confident that Jane Winehouse would have raised concerns, questions and demands for explanations if this was the first that she knew of the defendants having Items in the auction. I prefer Ms Parry’s evidence that this conversation with Jane Winehouse did not happen because in my view, Jane Winehouse would have asked for specifics as to what Items the defendants were selling and would not have left the matter vague and on the basis of “a few notes”.

383. Mr Julien emailed the final Estate’s auction inventory to Mr Winehouse on 25 August 2021 with the items removed that he and Jane Winehouse had requested. Jane Winehouse replied the same day cc’d to Mr Winehouse, “Thank you for sending across the revised draft. We have noticed that just one of the items that we requested to have removed has been missed and is still in the catalogue. Please can you remove this item.” This puts Jane Winehouse’s eye for detail beyond doubt. It is inconceivable in my view that she would not have noticed the obvious significant differences between the items in the 2021 auction catalogue and the items in the Estate’s inventory if she had genuinely not known the extent of the Items that the defendants had put into the auction. I find that the reason she raised no

concerns about this is because she and Mr Winehouse were aware of these matters. It is also notable that the Winehouses dealt directly with Mr Julien about the inventory and the auction catalogue and not through Ms Parry. This corroborates Mr Julien's evidence that he dealt directly with Mr Winehouse and took instructions from him and not Ms Parry. This underlines the point about how unrealistic and risky it would have been for Mr Julien and the defendants to have conspired to keep this information secret from Mr Winehouse and Jane Winehouse, but at the same time for Mr Julien to provide them with the very documents which demonstrate the true position and would have led to awkward questions being asked.

384. On 2 September 2021, the Design Museum sent Ms Parry and Ms Cody "a link to an Excel spreadsheet that contains all the objects in the exhibition for your approval." The spreadsheet was emailed to Jane Winehouse who sent the list onto Mr Winehouse. The email set out what all the columns in the spreadsheet were including (emphasis added):

- Column H identifies 'Lenders'. There are a variety of lenders with whom we will be signing loan agreements. We have only named the lender when it pertains to object from the Winehouse family or is being sold at Julien's (including items belonging to Naomi and Catriona)

385. In Column H - Ms Parry is designated as the "lender" (ie: the owner) of the Final Tour dresses and the Moschino red heart bag amongst other things (including Disputed Items 4, 5, 7, 11, 12, 24, 26, 34, 39, 45, and 46) and Ms Gourlay is similarly listed next to other items (including Disputed Items 64, 66, 96, 100, 108, 110, 138, 139, 141 and 142 or 143.)

386. Ms Parry had been sent a draft of this list the day before and had been asked by the Design Museum to check the list, in particular the "column H ownership column". Ms Parry replied confirming that she had done so. There is no doubt therefore that Ms Parry knew that this spreadsheet identified her and Ms Gourlay as owners of a number of Items in the list.

387. Jane Winehouse and Ms Cody reviewed the spreadsheet on 9 September 2021. Both of them accept that they are meticulous people who pay attention to detail and who are very experienced at reviewing

spreadsheets of information and spotting issues. Jane Winehouse was also the trustee of the AWF as I have said, so would have had a particularly keen interest in the ownership of items.

388. That day, Jane Winehouse emailed Ms Cody and Ms Parry cc'd to Mr Winehouse, Subject: "Design Museum Objects list and our comments spreadsheet and attaching these" (emphasis added).

Hi Margaret and Naomi,

I have spent much of today going through the attached objects list dated 01/09/21. I had gone through this process before with Mitch with an earlier draft, however some items previously listed have been removed and some added, so I have gone through it afresh. I have marked with an 'A' the items which we would in principle approve for display, however I am unable to confirm who owns or who is in possession of most of them. I have made additional comments against some of the items, in particular those that I am unable to read, due to the low resolution of the attached images. I have set out my list in 'DM' numerical order. Unfortunately the objects lists have been very confusing to follow because the DM numbers are not listed in numerical order and the order has changed from one version to the next. It would be preferable for the DM to redraft the list of objects with the items listed in numerical order.

Naomi, I understand that you know the whereabouts of each object. I also understand that you and/ or the Design Museum will be taking responsibility for the sourcing and gathering of all the items. Is that correct? This is not something that we (the Estate/family) will be able to take responsibility for within the agreement.

389. It was put to Jane Winehouse that given her understanding from what Ms Parry had apparently told her, she would plainly have been looking at the lender column. She denied this – but I do not find that plausible. The column is unmissable and very revealing. Moreover, Ms Parry would have known this given that she too received the same schedule and was copied into Jane Winehouse's emails about it.

The following examples demonstrate this:

The spreadsheet columns are clearly named. Column H "Lender Name"; Column I "Julien's Auction?". There is a picture of each item in Column A.

Ms Parry's name is in Column H as "Lender" ("Naomi Parry / Julien's) and "yes" has been entered in Column I to indicate that the item is to be sold by Julien's Auctions in respect of the following Disputed Items:

p.4 – Red heart Moschino bag (Disputed Item 4)

p.6 – Bamboo dress Belgrade 2011 (Disputed Item 46)

p.18 – Floral bustier worn to Q awards; Black leather belt worn to Q awards; custom leather and cotton jacket embroidered "Amy"; gold dress worn on European tour 2007 (Disputed Item 7); mockup of tour dress; Palm dress from tour wardrobe 2011 (Disputed Item 47)

p.19 - Pink and white gingham halterneck dress worn to first comeback gig in Rio, Brazil on 9/1/11 (Disputed Item 34)

NP – Dress worn on 2007 tour (Disputed Item 11)

p.22 One pair of ballet pumps (Disputed Items 35 or 59?); gold heart earrings (Disputed Item 37); head scarf worn for AJW X Fred Perry collection shoot

p.23 White shell handbag (Disputed Item 24)

Ms Gourlay's name similarly appears in Column H as Lender ("Catriona Gourlay / Julien's Auctions") with a corresponding "yes" in Column I in respect of the following Disputed Items:

p.16 – Pair of gold leather boots worn for the 'Frank' album cover (Disputed Item 64)

p.19 – Metallic dress worn to Harvey Nicholls event in 2007 (Disputed Item 96)

p.22 - Gold woven belt (Disputed Item 102); heart shaped sunglasses pink with black polka dots (Disputed Item 139); heart shaped sunglasses black with white polka dots; Bam Bam earrings (Disputed Item 141); Fendi necklace (Disputed Item 110)

p.23 - Pink metallic heels designed in honour of Amy worn regularly; gold leather and deep pink velvet clutch and simulated jewel embellishments – contains after show pass, bus pass, misc receipts (Disputed Item 142 or 143)

390. Jane Winehouse has plainly reviewed every item in this schedule because she has annotated each row in an extra column. Most items are marked with 'A' which in her covering email she explains are items, "we would in principle approve for display".

391. Most of the items are marked 'A' – including all the Disputed Items above that clearly state that the defendants are the lenders and that the Item will be sold at the 2021 auction, save for the ballet shoes on p.23 (Disputed Item 35 or 59) – for which her annotation is "Julien Auction lot 865560 relates to a pair of miniature ballet pumps is this the correct item?" The miniature ballet pumps that she refers to are Ms Parry's Disputed Item 7. This shows that she has cross referred the items in this list to the items in the auction catalogue, but she raised no comment or concern that Ms Parry is listed as the lender of this item.

392. Other comments show that she has plainly read the lender column:

DM34 – Belongs to Dionne Broomfield

DM64 – Jukebox owned by Mitch and Janis, located at AWF offices

DM105 – dress was sold at auction 2012 – no longer owned by Estate

D124 – Jane Winehouse to loan

393. Jane Winehouse said in cross-examination that she didn't pay attention to the lender column or the auction column; and she didn't check the lender name. She said that if she had seen the defendants' names in the lender column she doesn't think she would have queried it because they were helping out with the various exhibitions and taking care of items. It never entered her mind that the defendants were claiming ownership of any of the Items on the list and planning to sell them at auction.
394. This simply cannot be right as the above shows. Mr Winehouse (according to her email) has reviewed an earlier draft of this spreadsheet with her, and he is cc'd on her email above. This totally undermines her evidence and the evidence of Mr Winehouse that they did not know that the defendants had other Items in the 2021 auction apart from a few handwritten notes and that they did not know that the defendants were auctioning Items such as dresses. It is notable that included in the spreadsheet are some of the most significant items in the 2021 auction (the red heart bag and the Final Tour dresses are examples). It is inconceivable that Jane Winehouse and Mr Winehouse would not have raised serious questions about this spreadsheet if they genuinely did not know that the defendants were the owners of these Items and were planning to auction them, particularly given Jane Winehouse's role as trustee of the AWF. The fact that she and Mr Winehouse raised no questions or alarm about it is telling and totally undermines the claimant's case. This evidence strongly supports the defendants' case.
395. Jane Winehouse accepted in cross-examination that she was in independent contact with people from the Design Museum, the Grammy Museum and Julien's Auctions who Ms Parry was also talking to about her Items – and to whom she had sent inventories of her Items - which were then listed on the spreadsheet in the lender column. So, at any time, any one of these people could have spoken to Jane Winehouse about the defendants putting their own Items in the auction. Jane Winehouse accepted that she did not email the Design Museum about the 'lender column' and items being listed as owned by other people including the defendants. She said, "no because it was an exhibition not an auction". For the same reasons as above, I reject this evidence.
396. Ms Cody also sent an email about the same spreadsheet on 9 September 2021 to Jane Winehouse and Ms Parry cc'd to Benjamin Thomas (the AWF's lawyer) raising queries about certain items. In cross-examination she said that she thought it was Mr Thomas who reviewed the spreadsheet and she was

just raising his queries, however it was pointed out to her that Mr Thomas responded to her email four minutes later saying, “We will also need to feed back on a couple of other points to the Design Museum. Where items are being sold at auction, the lender should simply be Julien’s, not e.g. ‘Mitch/Julien’s, some items do not show any lender at all.” Ms Cody continued to deny that she had reviewed the spreadsheet herself.

397. In her witness statement she referred to having reviewed earlier drafts of the spreadsheet as well as this one. She said in respect of this spreadsheet that she didn’t remember seeing references to the defendants as lenders in respect of some Items, “I may have done but, if I did, I don’t think it would have particularly registered with me at the time. I wasn’t looking at things from the perspective of ownership of items to be sold at the auction...I think I knew there were some notes and personal items from Naomi and Catriona and I also knew they’d been helping locate and source items for the family so I don’t think the reference to Naomi and Catriona as “lenders” of some items would have particularly stuck out to me.” Her witness statement also says, “In hindsight, I do feel embarrassed that I didn’t spot it at the time and query why Naomi and Catriona were referred to as “lenders” of certain items and what that meant for the auction. However, it just didn’t occur to me. As far as I was concerned, “lender” could equally as well have meant the person arranging/facilitating the delivery of the item to the Design Museum since there were items being sourced from various different people and locations. I trusted Naomi and believed she was part of our “Winehouse team” and would not have expected any duplicity from her. There was so much going on at the time and I had no inkling that Naomi and Catriona were planning to sell items at the auction and claim them as their own (as I explain below).”

398. In cross examination she agreed that “lender” means the person who owns an item - lends an item to someone - and then it is returned. The lender remains the owner. She tried to maintain that her explanation was a plausible meaning of the word “lender” but I do not find this convincing as it seems to me that this strains the interpretation of this simple word beyond anything sensible. At the very least, it ought to have caused Ms Cody to raise serious questions about the ownership of these Items.

399. Ms Cody also agreed that she is a person who is interested in precision and getting things right. She is used to looking at long and complicated spreadsheets and looking at things in minute detail. Despite this she was not focussed on the lender column even though she agreed that it was perfectly legible (and indeed is perfectly legible in A4 in the trial bundle). “It is perfectly obvious when I look at this printout now. I absolutely know that I did not see that then. If that makes me incompetent, so be it.” She said that what she found frustrating was” the number of gaps”. She was asked about the fact that all the ‘gaps’ were in fact in the ‘Lender Name’ and the ‘Julien’s Auction?’ columns. If she was concerned about gaps, then she must have been concerned about the gaps in these columns. She agreed this must be correct and that she did in fact see the Lender column “to the extent that I looked at the first few pages and saw gaps” and the Julien’s Auction column also had a lot of gaps. It was put to her that if she clearly remembers being concerned about gaps – and the only gaps in the columns are in the ‘Lender’ column and the ‘Julien’s Auction?’ column, it must follow that she did look at those columns at the time? She replied “Yes, it must. Yes, that is quite correct.” She then agreed that she was aware from these columns that there were people who were lending items to the exhibition who were not the family or the AWF. She said, “yes I knew that. Separate to looking at this spreadsheet I knew that there were lots of lenders.”

400. It follows from the above, that I reject Ms Cody’s evidence. I find that she did review this spreadsheet and that she plainly did see the ‘Lender’ and ‘Julien’s Auction?’ columns and therefore she would have seen the Items marked with the defendants’ names and also that these Items were being sold at the 2021 auction. If she had not known this before, she would also then have checked what Items these were, and would have realised that they were significant Items that were likely to be valuable at auction and which were much more significant than ‘notes and a few personal items.’ She would then have raised the alarm and demanded explanations. All of this would be totally consistent with her role as the family’s and the AWF’s accountant. I find that the reason none of this happened is because Ms Cody must have known (having probably been informed by the Winehouse family) of the nature and extent of the Items that the defendants were selling in the auction.

401. Lastly, I observe that in the claimant's lengthy (67 page) opening note for this trial, and in the claimant's closing submissions, none of this evidence is even mentioned let alone addressed. This in itself is telling.

'Beyond Black'

402. Ms Parry's book 'Beyond Black' was published on 14 September 2021. Ms Parry made sure that Mr Winehouse saw a copy before it was published. He was very happy and called her to say so. He attended the book launch as did Jane Winehouse and Amy's mother Janis and her husband Richard. Miss Parry voluntarily donated 20% of the royalties to the AWF. This book raised significant funds for the AWF. As Ms Parry described in the Preface - this was a book dedicated to Amy's "enormous achievements, ensuring the person that I knew wasn't lost in the myth." The book "showcased Amy's archive of clothing and memorabilia using styled and dressed sets, using many of Amy's things, to encapsulate different aspects of her character, taste, interests and inspiration, and to evoke the memories I have of her."

403. Mr Julian also attended this book launch. He said that he and Mr Winehouse discussed the 2021 auction, and Mr Winehouse again told him that he did not mind the defendants selling their Items.

404. Some of the Disputed Items are featured in the book including the heart shaped bag (Disputed Item 4) and the Karen Millen dress (Disputed Item 11). It would have been clear to the Winehouse family therefore that these Items were in Ms Parry's possession at the time it was photographed for this book (ie: prior to 2021).

The 2021 Auction – 6-7 November 2021

405. Ms Parry and Ms Gourlay were hoping to attend the 2021 auction with Mr Winehouse in person – they had all planned to attend together to help promote the auction. Mr Julien helped with visas, but Mr Winehouse was unable to obtain his. In the end none of them could go due to Covid restrictions. Ms Parry had mixed emotions – sad to see her collection go even though it was no longer practical for her to keep it. However overall, she felt that the entire project – the exhibitions culminating in the auction

were about “memorialising Amy and maintaining her legacy. I also believed – and still very much believe that Amy would have wanted me and Catriona to be financially secure.”

406. Mr Winehouse said that in the final days leading up to the 2021 auction he was in regular communication with Mr Julien. He agreed that he had planned to go to the auction in person with the defendants, but he was unable to get a visa so he watched some of it online instead. The fact that the defendants knew that Mr Winehouse planned to attend the 2021 auction in person makes it even more unlikely that they had kept secret from him the nature and extent of their items in the auction. They would have known how likely it was that he would quickly discover this information, probably before the auction even started, and he would then have inevitably taken steps to prevent this.

407. The 2021 auction did very well overall, with many items selling far in excess of their estimates. Some of Ms Parry’s Items did very well achieving hammer prices well in excess of their reserves. However, two thirds of the total gross sale price (\$878,000) was made up of three items – Disputed Item 46 – Final Tour Bamboo dress (\$243,200), Disputed Item 4 - Moschino red heart bag (\$204,800), Disputed Item 12 – D&G gold leaf dress (\$150,000). Some of Ms Parry’s Items did not reach their reserves and were later sold in the 2023 auction.

408. Ms Gourlay’s Items sold less well. (achieving a gross hammer price of approximately \$344,000). Her top selling Items were Disputed Item 64 – Frank boots \$19,200, Disputed Item 66 – Adidas stage worn dress (\$62,500), Disputed Item 152 (Stage worn hoop earrings \$18,750). She also later sold the Items that did not reach their reserve prices in the 2023 auction.

409. During the 2021 auction, Mr Winehouse and Mr Julien exchanged text messages about progress and the prices for particular items. On 7 November 2021, Mr Winehouse asked about “the Belgrade dress” (Disputed Item 46). Mr Julien said in cross-examination that all the way prior to the 2021 auction there was no misunderstanding that Ms Parry owned that dress, “because it went for so much, our assumption is that Mitch, again selective memory, just thought it was his or - and we do not know, you never know what he is thinking.” Mr Julien also said that Mr Winehouse had asked him prior to the 2021 auction how much he thought the defendants were going to make and he explained to Mr

Winehouse that they had the best Items in the sale, “because I was trying to get him to consign some of the better pieces that he withdrew, because we said they were worth a lot of money.”

410. After Disputed Item 46 sold, Mr Julien said in a text to Ms Parry, “I think Mitch thinks he owns that dress.” Mr Julien said that he was, “flabbergasted that Mitch would think that he owns it after all the dialogue. But, yes, it occurred to me when I was texting with Naomi that Mitch thinks he owns that dress....You never can predict what Mitch is thinking.”

411. In the same text exchange, Mr Julien said:

Mr Julien: Naomi I had to tell him he didn't own the heart purse. He asked me if I was sure. I reminded him that all the iconic items he had pulled.

Ms Parry: Ah, eek....How was he?

Mr Julien: It's why I told you before, you're items are going to do the best because he pulled all items that he thought were worth money

Mr Julien: He called me today and thanked me but it's going to be a problem as he doesn't really understand that most of the major items were yours.

Ms Parry: Yeah, I have no doubt it will cause problems.

412. Later on 7 November 2021 the defendants exchanged texts about the auction and Ms Gourlay expressed sadness that she had, “given away all our sentimental stuff I should have kept” and that she felt like she had let Amy down:

Catriona Gourlay: On the plus side I dealt with Mitch last night

Naomi Parry: She is so damn proud of you, as am I

Naomi Parry: Why, what happened?

Catriona Gourlay: He called after the heart purse sold

Naomi Parry: Furious?

Catriona Gourlay: He seems really happy

Naomi Parry: Oh ok... did he know that that was mine?

Catriona Gourlay: I didn't say anything and cried down the phone at him instead

Catriona Gourlay: LOL

Naomi Parry: Oh

Naomi Parry: Shit

Catriona Gourlay: Don't worry they've done so well out of this

Catriona Gourlay: You've made the foundation so much money with all the projects

Naomi Parry: Oh I know... I'm not worried I just don't want the wrath of Mitch! I spoke to him too and he seemed over the moon

413. In cross-examination it was suggested to Ms Gourlay that this text exchange showed that she and Ms Parry were continuing to take advantage of the fact that Mr Winehouse was mistaken about who owned this Item. Ms Gourlay denied this and said that she cried on the phone to Mr Winehouse because she

is an emotional person and she was really upset, felt conflicted about selling Items connected with her close friend and was genuinely in “absolute floods of tears”. She said, “of course we were worried that he was going to, you know, kick off, and, you know, this is where we are, we were bang on the money in terms of what was going to happen” but she said that Mr Winehouse did know about their participation and items in the auction “but sometimes he remembers things and sometimes he doesn’t”. For the reasons I have already given, I agree that Mr Winehouse was aware of these things, and also that this is a fair characterisation of Mr Winehouse’s fallible memory and poor recall of events.

414. After the 2021 auction, Mr Winehouse asked Mr Julien how much money it had made. On 10 November 2021, Mr Julien texted him that he would have the total for him the next day. On 13 November 2021, Mr Julien informed him by text, “net to you is \$1.4m”. Mr Winehouse replied, “I have to say we are very disappointed with this figure. Had we known, we wouldn't have done it. I'm not saying anything underhand was done but this is beyond belief.” Mr Julien said that Mr Winehouse had thought he would make more money than this.

415. It was put to Mr Julien in cross-examination that he and Ms Parry had acted as a “tag team” to persuade Mr Winehouse to take part in the 2021 auction. Mr Julien said no – that they were both trying to work together to get Mr Winehouse to participate in the auction, but it was not anything underhand at all. It was put to him that Julien’s Auctions had made \$1.2million in buyer and seller commission from the 2021 auction, which he agreed. In re-examination he said that a bigger auction is always going to be more exciting, so obviously the more items that are in the auction for sale, the better the sale prices are likely to be, and this was also why they did the marketing and exhibition touring first – to raise awareness. Mr Julien said that he had told Mr Winehouse that the sale of the defendants’ Items would still do well without the Estate, but everyone would benefit if they worked together. If the Estate had sold items without the defendants’ Items, then the Estate would not have done as well particularly because Mr Winehouse “only gave us par or sub-par items”, because he pulled items that Mr Julien told him were valuable, “I don’t think he had a lot of confidence in the auction”. Mr Julien said that some items that Mr Winehouse wanted to pull from the auction, he was told were owned by the defendants, so he only pulled the items that he owned. Mr Julien said that he did have an agreement

with Mr Winehouse that they would not sell anything that he had an issue with. He gave as examples - Dionne Bromfield's guitar and some ballet pumps belonging to Ms Gourlay.

416. Mr Winehouse said that it was only after the auction when they were discussing the proceeds that he found that not everything had been sold by the Estate. He had been keeping a tally and was expecting approximately \$2.4m. Instead, Mr Julien told him that the Estate's net total was \$1.4m. Mr Julien said, "Naomi's items sold better than yours." Mr Winehouse said he was taken aback and had no idea what Mr Julien was talking about, "when I found out there were more than 150 items [sold at auction by the defendants], I was flabbergasted and in shock". It was put to him that what had annoyed him was that the defendants' Items had sold for a lot of money, which he denied.

417. On 14 November 2021 there was an exchange of emails between Mr Winehouse and Mr Julien. Of relevance:

Mr Winehouse:

You say that Naomi's lots were more iconic than ours.

I was under the impression that all lots in the auction belonged to us. You asked me if I would allow Dionne to put Amy's guitar in auction. I said no.

I don't recall you asking me if Naomi could put items in auction.

The ownership of all of the Naomi articles is debatable. We will now carry out a forensic audit regarding those items.

The point is, if we are not sure regarding those items, you definitely don't know.

So items have been auctioned without you being totally sure who owns them.

So the first thing I would ask is that you send me a list of all "Naomi" items and what they sold for.

I would appreciate it if you don't mention this to Naomi.

418. The email exchange continued that day.

Mr Julien:

I'm caught off guard by your emails as we have had many conversations about Naomi and Catriona having items to put in. Even they had conversations with you about it. When you proofed the spreads and approved them you brought to my attention a couple of items that they own that you did not know if you wanted us to sell and I even confirmed with you that they were the consignors. We have lots of communication about this.

Mr Winehouse:

So why wasn't this discussed beforehand as we had discussed Dionne's guitar?

You made a point of asking me about the guitar but no discussions around "Naomi's" dresses.

I understand it is not an auction house's responsibility to ascertain ownership. But under the circumstances this should have been discussed.

Mr Winehouse:

I am just embarrassed that once again those closest to Amy have tried to exploit her and we haven't picked it up until it's too late.

Jane and I don't recall conversations with Naomi or Catriona apart from drawings and some notes.

We thought that the proceeds of the notes etc would be donated to AWF.

We have the list of 800 odd items that we were sent for approval. We are going to check that list.

I think you perceive this as an attack on you.

My only complaint is that obviously conversations we're had with Naomi without our knowledge.

Once again I ask you not to mention any of this to Naomi.

Mr Julien:

I know we talked about it and Naomi talked about it in our first meeting. I thought you, Naomi and Catriona were always so close. I don't take it as an attack as I'm just disappointed as I wanted you to be happy. I think overall for Amy's legacy and that we did everything first class it was a good thing. I won't say anything but you should talk to Naomi about it as I don't think she will realize you're upset about it.

419. In evidence, Mr Julien said that he didn't think Ms Parry would realise Mr Winehouse was upset because, "we were flabbergasted that he claimed that he did not know after the auction, because we had so many conversations. That is why Naomi and I had to communicate a lot prior, because one day Mitch would say something, the next day it would be a different story, but Mitch knew all along that these items were consigned by Naomi and Catriona." He said, "I think we were all shocked I think Naomi was taken aback. I know she was taken aback when I spoke about it. That Mitch did not think that she owned those items. After the auction we had all these conversations, so no, that was not a lie."
420. It was put to Mr Julien that he and the defendants were conspiring to keep their participation in the 2021 auction a secret from Mr Winehouse. Mr Julien said, "we were not conspiring against Mitch. If I was conspiring against clients, I would not work with the A List celebrities I work with. I am very straightforward. We were very straightforward with Mitch all along. I do not buy that you are trying to make out like I was conspiring something negative about Mitch....if I have a reputation of conspiring, I would not be in business. I work with some of the biggest celebrities in the world. It is

not their nature. It is not, Naomi and Catriona, it's not in their nature. That is why Amy was so close to them.”

421. Mr Julien said that by the time of the 2023 auction, his relationship with Mr Winehouse had fallen apart because of the accusations he was making so he was not really in contact with Mr Winehouse, “we wanted to move on and move past this. When you have a difficult consignor, you just want to move on and not work with them again and that is where we were with Mitch.” Mr Julien said he had no difficulty with auctioning the defendants’ remaining items in the 2023 auction and the same with Dionne Bromfield’s guitar.

422. Also on 14 November 2021, Ms Parry texted her mother, “Well, he thought it was all his because he didn't know what he had.” In evidence she said that Mr Winehouse did not know what he had in the lockup and didn't know what certain items were relating to Amy. She said, “he wouldn't have batted an eyelid had they just gone for a few grand. Just shocking greed.” I do not need to speculate on whether this was the reason for Mr Winehouse’s change of position after the 2021 auction, but suffice it to say that for the reasons already given, I reject the claimant’s case that the defendants conspired with Mr Julien to keep their Items and their participation in the 2021 auction a secret from Mr Winehouse.

Dionne Bromfield’s guitar

423. For completeness I will deal briefly with Dionne Bromfield. Ms Parry introduced her to Mr Julien in April 2021 because she wanted to sell a dress and the guitar that Amy had given her. Ms Parry asked Mr Julien by text not to tell Mr Winehouse that she had made this introduction “as I don't think he is much of a fan of hers and he might kick up a fuss.” On 8 August, Ms Bromfield and Ms Parry had a text exchange in which Ms Bromfield told Ms Parry that she had spoken to Mr Julien, that she was selling the guitar in the 2021 auction and that Mr Julien had not mentioned this to Mr Winehouse. Ms Bromfield said that Mr Winehouse had been threatening her to try and get the guitar off her so that he could sell it. Ms Parry said that she had told Mr Julien that she and Mr Julien could deal with it if the time comes, “but that I have your back on it. There’s nothing Mitch can do as you say. I will speak to

him nearer the auction or when he gets the catalogue as I don't want him to have too much time on his hands to do anything. I'm pretty much selling everything bar two items that hold a lot of sentimental value to me. I can't afford to insure it let alone store it!" As I have said, Mr Julien did speak to Mr Winehouse about Ms Bromfield and he refused permission. Ms Bromfield ultimately sold both her items in the 2023 auction. Ms Parry said that Mr Winehouse did not want Ms Bromfield benefitting financially because he had a personal vendetta against her. It is notable that Ms Parry's statement that she would "speak to him nearer the auction or when he gets the catalogue" is consistent with her understanding that the differences between the Estate's auction inventory and the items in the catalogue would be obvious to him and Jane Winehouse.

424. On 14 November 2021, Ms Parry had a text exchange with Ms Bromfield in which Ms Parry said that Mr Winehouse did not know that the guitar was going to be sold in the forthcoming 2023 auction nor that it was going to the Design Museum exhibition. I note that Ms Parry is not quite right about this, because the guitar was listed on the Design Museum spreadsheet that Jane Winehouse reviewed (and Mr Winehouse had also reviewed an earlier version) and she had commented specifically on the guitar. The text exchange also said (referring to Ms Parry's items):

Naomi Parry: I don't think he thought they were worth as much. I fucking dressed her fgs!

Dionne Bromfield: He must have been kicking himself when he saw the price

Dionne Bromfield: Wish i saw his face

Naomi Parry: He thought he owned it

Naomi Parry: I don't see how though. That heart bag had never been in his possession. Amy wore it to the brits and I returned it. Then Moschino gave it to her at the mobos but she said she didn't want it and did i. So it's never even been at her house let alone the lock up.

Further events after the auction

425. Mr Winehouse texted Mr Julien on 15 November 2021, "we have serious issues concerning ownership of the items that Naomi put in the auction. The red Moschino bag was in our lock up for 10 years. In your catalogue it states that this bag was designed for Amy. The Belgrade dress was one of 13 dresses that were made in summer 2010 and our company have invoices and proof of payment. We can't figure out how Naomi can claim to own the bag and the dresses....it's not about us wanting more money. All of that money will go to Amy's foundation." Mr Winehouse said that this would be

disputed by the Estate and asked Mr Julien not to pay out any money until the matter was resolved. In a later text on 1 December 2021 when Mr Julien asked for wire instructions, Mr Winehouse said “we are still trying to get a court order to stop any payment from yourselves to Naomi and Catriona. This has been one of the worst experiences in our lives and the family feel totally betrayed.” He also said that “the press are all over this.” Mr Julien replied “...Naomi and Catriona sent us their inventories years ago and they have not changed. It’s been over five years so I think its going to be hard to say they stole anything. Plus I really don’t think they have it in them to be thieves...”

426. Mr Winehouse said to Mr Julien that the AWF had planned to build a school in St Lucia using money from the 2021 auction, but this would not now be possible. He repeated this claim in his witness statement. In cross-examination however, he admitted that in fact what was planned was just the addition of a music room which was going to cost £28,000. He was asked why they could not afford this given that the Estate received \$1.4m net from the auction. Mr Winehouse said, “we did something else”. He accepted that nothing had prevented them from spending £28,000 on the school in St Lucia but denied that he had exaggerated the position to Mr Julien and the court in order to emotionally manipulate. I find that this was a deliberate exaggeration, and there is no sensible other reason for it to have been made. The proceeds of the 2021 auction easily covered this relatively modest expenditure on a music room.

427. Mr Winehouse also told the Design Museum that he didn’t want Ms Parry involved in the exhibition that took place after the 2021 auction. Ms Parry said that she called Mr Winehouse and asked what was going on and told him this was pure greed. He offered her \$250,000 in exchange for the rest of the money she had made to make this all go away. She told him she would rather set the money on fire than give him a penny.

428. After the 2021 auction, Mr Winehouse said that Ms Parry called him and it was an unpleasant conversation in which she accused him of being greedy, “she was upset that he had given instructions that she was not to go to the Design Museum exhibition and asked me to reconsider given that she had curated the whole thing”. He did not speak to Ms Gourlay at all. He cannot remember why, despite the fact that they had previously been so close.

429. He said “of course the money was part of it but it was also a matter of principle because of what Naomi and Catriona had done. I didn’t believe Amy would have given them all that stuff and I felt betrayed because they’d misled me so that they could auction Amy’s stuff without me knowing they were claiming it was theirs. My first thought was that they’d taken things from the lock up because I couldn’t think of how else they could’ve got their hands on so many of Amy’s belongings. I was shocked and couldn’t work out what had happened or how they’d kept everything secret from me. It was sickening.”
430. Mr Winehouse said that he went to the police about the case but was told that it was a civil matter. At this time, he thought the defendants had stolen the items from the lockup. In cross-examination however he said that “he spoke to a policeman off the record about it” he then clarified, “I spoke to somebody who was an ex-policeman about whether or not we had a case and he said, "Well, now that you have started legal proceedings, you have got to wait till the end of that."” He then said that he had not in fact spoken to the ex-police officer himself – a mutual friend spoke to him, it was an informal conversation, and no official report was made. A Sunday Times article quoted him as saying that he “went to the police about the case” - it was put to him that this was a lie, to which he said, “if you want to put it like that. I did not do it deliberately.” He said that he was not now accusing the defendants of theft and there was no basis to do so. I do not see how telling a newspaper journalist that he had gone to the police when he knew he had not, can be anything other than deliberate and when coupled with his accusation that the defendants had stolen the Items from the lockup, was plainly intended to damage the defendants’ reputations and probably also to put pressure on them to give him the proceeds of sale of their Items.

Ms Parry - fiduciary duty allegation

431. It was put to Ms Parry in cross-examination that she owed a fiduciary duty to Mr Winehouse in that:
- i) She was instrumental in persuading the claimant to auction the Estate's items with Mr. Julien - Ms Parry disagreed and said she reassured him she did not persuade him. The claimant knew that she was also selling items in the auction.

- ii) She undertook substantially all of the cataloguing and selection of items which were to be sold by the Estate at the 2021 Auction - Ms Parry said “absolutely not”.
- iii) She advised the claimant on the estimates provided by Julien's and whether any reserves should be placed on any of the items which were to be sold by the Estate at the 2021 Auction - Ms Parry said that she told Mr Winehouse to trust Mr Julien on reserves. She did not advise Mr Winehouse about reserves and she is not an auction expert.
- iv) She advised the claimant on the items which he might wish to consider removing from the 2021 Auction - Ms Parry said that he asked her as somebody that knew Amy and as a friend, so she helped him with that.
- v) She had a unique knowledge of the items in the Estate's immediate possession, i.e. primarily in the lock up, so that all the parties involved in the 2021 auction and the various exhibitions deferred to your knowledge of the items and relied on her - Ms Parry said that she had a unique knowledge of the items she knew about in terms of her work as Amy's stylist, she did not have a unique knowledge of the Estate's storage facility. She said that it was the museums who asked her for information on the items, although she had had little to do with the Museo de la Moda in Chile.
- vi) She was the immediate point of contact between the Estate and third parties when access to the lock up was required for cataloguing, shipping and other matters related to the 2021 Auction and the exhibitions - Ms Parry said the Estate had been in direct contact with all of the parties so she was not the immediate contact. She did help out the Estate.
- vii) She acted as the claimant's intermediary for the purposes of addressing his concerns regarding the safety of the items due to be exhibited and insurance of them - Ms Parry said, “absolutely not. I had nothing to do with that. He dealt directly with Chile Museo de la Moda, Grammy Museum about the safety of things. I had nothing to do with that, nothing to do with their contracts.”

- viii) Her role acting for the Estate enabled her to control the inventories of items which passed to the claimant for the exhibitions and the 2021 Auction in such a way that the claimant would not realise the defendants were claiming to own the Disputed Items. Ms Parry said “nonsense”, she helped to curate the Grammy Museum and Design Museum exhibitions, but she did not have control of these or the inventories.
- ix) The claimant's trust in her and his confidence that she was acting in the best interests of the Estate meant that he did not feel the need to scrutinise the 2021 Auction items closely, as he was reliant on her to advise him on that - Ms Parry said she did not have a role with the Estate and nor did she work for the Estate. Mr Winehouse is the father, “of one of my closest friends of all time and that is as far as the relationship went, I just helped him. He was not my employer, he was not my client, never has been. I have never been paid by him for work. ... Yes, I disagree with that.”
- x) The claimant did not feel the need to investigate closely whether the 2021 Auction was indeed the single seller sale which he understood it to be - Ms Parry said that if Mr Winehouse was confused with something, he did not make it clear to her or Mr Julien.
- xi) Lastly the claimant put to Ms Parry that Mr Winehouse and the family trusted her to act in the best interests of the Estate in relation to the 2021 auction, rather than for her own personal gain and that she knew that. Ms Parry disagreed.
- xii) For the reasons I have given (supra), I do not accept that the above is an accurate characterisation of Ms Parry's role.

F. RELEVANT LAW

432. I set out below what I consider to be the applicable legal principles that apply to the issues in this case.

Possession / immediate right to possession

433. In order for the claimant to bring a claim in conversion, he must first establish that the Estate had possession or an immediate right to possession of the Disputed Items. It is not necessary to prove

ownership and indeed even an owner may not sue unless he either possesses or has an immediate right to possess (see Clerk and Lindsell on Torts 24th Ed (“Clerk and Lindsell”) §16-43).

434. Case law often refers to ‘ownership’ as being coterminous with possession / an immediate right to possession, (see eg: Marfani & Co Ltd v Midland Bank Ltd (“Marfani”) [1968] 1W.L.R. 956, at [970]–[971]; Iran v Barakat Galleries Ltd [2007] EWCA Civ 1374; [2009] Q.B 22 at [88]-[89] and; Kuwait Airways Corp v Iraqi Airways Co (Nos 4 and 5) (“Kuwaiti Airways”)[2002] UKHL 19; [2002] 2AC 883 at [39]). Ownership however is neither necessary nor sufficient (Civil Fraud: Law, Practice and Procedure §8-021 citing Bute (Marquess) v Barclays Bank LD [1955] 1 Q.B. 202, at [211]). These are cases in which the claimant was both the owner of the property and had possession or an immediate right to possession of it. This is also such a case, in that the claimant asserts that at the time of the alleged conversions at the 2021 and 2023 auctions, the Estate was the owner of the Disputed Items and also had an immediate right to possession of them.

Whether the claimant has title to sue in respect of any Disputed Items owned by Amy’s companies

435. On behalf of Ms Parry, Ms Grossman submitted that where payment for any Disputed Item was made by one of Amy’s companies (Cherry Westfield or C.W. Touring) then this meant that the Disputed Item was owned by that company and not by Amy and therefore the Estate had no claim on that Item. I can take this shortly. Ms Cody explained that any items purchased by these companies were treated as owned by Amy. In any event, after Amy’s death these companies were wound up and in accordance with the Articles of Association, the assets of the companies were paid to the shareholders who were Mr Winehouse and Janis Winehouse. Therefore, any Disputed Items that were the property of either company became the property of the claimant / the Estate and therefore the claimant is entitled to sue.

Applicable burden of proof

436. The claimant accepts that the burden of proof is on him to establish an immediate right to possession of each Disputed Item at the time of the auctions. What this means in the context of this case is as follows:

- i) Where the defendants allege that a Disputed Item was always owned by them, and not by Amy (Category A – Allegedly Owned Items) it is for the claimant to prove otherwise on the balance of probabilities. This is essentially a question of fact rather than law.
- ii) Where the defendants allege that a Disputed Item was a gift to them from Amy (Category B – Allegedly Gifted Items), then:
 - a) It is implicit that the defendants accept that prior to the alleged gift, the Disputed Item was owned by Amy and therefore she had possession or an immediate right to possession of it.
 - b) The defendants must therefore prove on the balance of probabilities that there was a valid gift to them in law. Otherwise, the Estate would retain ownership of the Disputed Item and would therefore have had an immediate right to possession at the time of the auctions (Robot Arenas v Waterfield (“*Robot Arenas*”) [2010] EWHC 115 at [88]; Thomas v Times Book Co Ltd (“*Thomas*”) [1966] 1 WLR 911 at page 915).
 - c) The same analysis applies where Ms Parry alleges that Disputed Items 35, 57 and 58 were abandoned by Amy (see *Robot Arenas* at [88]).

The law of gifts

437. In Halsbury’s Laws of England (Gifts) (“Halsbury’s”), Vol 52 (2020), Professor Virgo at [201] authoritatively provides the following definition of a gift in law which applies to common law gifts of chattels (ie: items of property such as are in issue in this case):

A gift made between living persons (*inter vivos*) may be defined shortly as the transfer of property from one person to another gratuitously while the donor is alive and not in expectation of death. It is an act whereby something is voluntarily transferred from the true owner in possession to another person with the full intention that the thing shall not return to the donor....a gift is effective when the donor intends to make it a gift and the recipient takes the thing given and keeps it, knowing that he has done so.

438. The above definition can be distilled into two equally essential requirements for a valid gift of property, both of which must be proved: (1) intention by the donor to make a gift of the item to the donee; and (2) delivery of the item to the donee (see *Thomas* at page 915).

439. Although these requirements are usually set out in that order, in fact as I explain below, case law establishes that delivery does not need to be made at the same time as the gift and in fact delivery before or after is just as effective. I therefore propose to deal with the issue of delivery first.

Delivery

440. There are several ways that a gift may be made. Halsbury's at [202] describes these as:

- (1) by deed or other instrument in writing;
- (2) by delivery in cases where the subject of the gift admits of delivery; or
- (3) by declaration of trust, which is the equitable equivalent of a gift.

441. In this case, it is common ground that there are no deeds, instruments in writing, or declarations of trust from Amy to the defendants gifting the various Category B – Allegedly Gifted Items to them. There are no written documents or notes evidencing the gifts at all. That does not however mean that there can be no valid gift in law because as the summary in Halsbury's clearly demonstrates, a gift may be made by delivery – whether or not any paperwork exists in respect of it. Halsbury's at [202] says, “there cannot be a gift without a giving and a taking, these being the two reciprocal acts which constitute a gift.”

442. This is amply demonstrated by the leading case of Cochrane v Moore (“*Cochrane*”) (1890) 25 Q.B.D. 57 - a Court of Appeal case which concerned whether a valid gift of furniture could be made simply by a donor uttering words of gift to the donee, or whether actual delivery of the furniture was also required. The leading judgment was given by Fry LJ in which he conducted a full review of the relevant law stretching back to the 13th century, leading to his conclusion that delivery was a necessary requirement of a valid gift. Lord Esher MR concurred, and set out his own analysis of the ‘fundamental propositions of law’ required to establish a valid gift at common law concluding that (pages 75-76):

Upon long consideration, I have come to the conclusion that actual delivery in the case of a " gift" is more than evidence of the existence of the proposition of law which constitutes a gift, and I have come to the conclusion that it is a part of the proposition itself. It is one of the facts which constitute the proposition that a gift has been made. It is not a piece of evidence to prove the existence of the proposition; it is a necessary part of the proposition, and, as such, is one of the facts to be proved by evidence. The proposition is not—that the one party has agreed or promised to give, and that the other party has agreed or promised to accept. In that case, it is not doubted but that the

ownership is not changed until a subsequent actual delivery. The proposition before the Court on a question of gift or not is—that the one gave and the other accepted.

The giving and taking are the two contemporaneous reciprocal acts which constitute a " gift." They are a necessary part of the proposition that there has been a " gift." They are not evidence to prove that there has been a gift, but facts to be proved to constitute the proposition that there has been a gift. That being so, the necessity of their existence cannot be altered unless by Act of Parliament.

443. The above does not however mean that physical, contemporaneous delivery is required. Halsbury's at §238 explains that "constructive delivery" is sufficient:

Actual manual delivery by the donor to the donee of a chattel is not essential to complete the gift of it although an oral gift without some act of delivery will not affect the ownership of the thing purported to be given. It is sufficient if the donee is put by the donor in possession of the chattel, or if the donee obtains possession with the donor's consent. Where chattels cannot be actually delivered owing to their bulk, they can be constructively delivered, for example by the delivery of the key of a warehouse in which they are stored, or by delivery of part as representing the whole, for instance a chair for all the furniture.

The delivery need not be made at the time of the gift, delivery first and gift afterwards being as effectual as gift first and delivery afterwards. Where the donor's chattel is already in the possession of another, although not for the purpose of an intended gift, an effectual oral gift of it to that other person may be made without any further delivery to him. A gift to one for a third person's use is a sufficient delivery to vest the property in the third person.

444. Examples from some of the leading cases help to illustrate the above:

445. Re Cole (a bankrupt), ex p Trustee of Property of Bankrupt v Cole ("*Re Cole*") [1964] Ch 175, [1963]

3 All ER 433, was a case in which a wife claimed that her husband bought and furnished a new home and then when he brought her to it for the first time and showed her around, he told her "It's all yours". They then lived together in the house as their matrimonial for some 15 years until the husband was made bankrupt and the Trustee in Bankruptcy claimed the contents of the house. The Court of Appeal held that there had been no valid gift of the house contents because there had been no delivery. The court:

- i) Endorsed the line of authorities which established that the delivery of possession may be prior to, contemporaneous with, or subsequent to, the words of gift (Harman LJ at pages 183-190).

ii) Held that in the case of prior delivery, “it may not be necessary that the delivery should have been made by the donor: a pre-existing possession of the donee, however it arose, may be sufficient. In Re Stoneham, Stoneham v. Stoneham (“*Re Stoneham*”) [1919] 1 Ch. 149 at page 154] P. O. Lawrence J. said: "From a common-sense point of view it seems to me strange that articles already in the possession of an intended donee could not be effectually given by word of mouth without first removing them from the possession of the-intended donee and then handing them back to him."” (Pearson LJ at page 191)

iii) In the context of considering what was necessary to constitute delivery from husband to wife, Pearson LJ endorsed the guidance in the judgment of Lord Esher in Bashall v Bashall [[1894] 11 T.L.R. 152, 153] which stated, “In an action by the wife it was necessary for her to show that the husband had done that which amounted to delivery. If the facts proved were equally consistent with the idea that he intended to deliver the thing to the wife so as to be her property, and with the idea that he intended to keep it as his own property, then the wife failed to make out her case.” Pearson LJ went on to state that, “He [Lord Esher] thought there was no sufficient "evidence of delivery here, and the appeal must therefore be allowed.”” The effect of this is that an act to constitute delivery must be one which in itself shows an intention of the donor to transfer the chattel to the donee. If the act in itself is equivocal—consistent equally with an intention of the husband to transfer the chattels to his wife or with an intention on his part to retain possession but give to her the use and enjoyment of the chattels as his wife—the act does not constitute delivery” (page 192). Although this was a husband and wife case, it seems to me that the essence of this is equally applicable in circumstances where gifts are made between close friends who are living together.

446. Winter v Winter (1861) 4 LT 639 was a case in which a barge was given by the donor to his employee (the donee). The donee had previously been in possession of the barge as the donor’s employee, so he simply kept possession of it after the gift was made. The court held that there was a valid gift of the barge to the donee.

447. In *Re Stoneham* (a case which involved a gift of chattels which were kept in a house owned by the donor, in which the donee lived permanently (at the donor's request and invitation) and to which the donor visited from time to time). The gift was made orally during one of these visits. At page 154 of the judgment, P.O. Lawrence J held, "Nor can I see any reason in principle why the rule should not apply to a case where chattels have been delivered to the donee before the gift as bailee or in any other capacity, so long as they are actually in his possession at the time of the gift to the knowledge of the donor."

448. *Thomas* is particularly relevant to the issues to be decided in the present case. In *Thomas*, the donor was the author Dylan Thomas who had lost the original manuscript of his play 'Under Milk Wood'. The donee (Mr Cleverdon) was a producer of a broadcast production of the play and had had three stencilled copies of the manuscript prepared, which he handed to Dylan Thomas at the London air terminal just before the author's departure abroad. Dylan Thomas told Cleverdon that if he could find the manuscript, he could keep it, and he suggested a number of public houses in Soho where he might have lost it, or that he might have lost it in a taxi. A few days later, the defendant found the manuscript in one of the public houses. Dylan Thomas died in 1953, and the defendant kept the manuscript until 1961 when he sold it. The purchaser then sold it on to the defendant and all three men subsequently became defendants in a civil action brought by Dylan Thomas' widow, alleging that there had been no valid gift of the manuscript to Cleverdon. Plowman J was the trial judge and his judgment makes a number of points that are particularly relevant to the present case, both in terms of the law on the necessary ingredients for proving a valid gift and also his interpretation of what constitutes valid delivery, which imports a degree of flexibility in terms of the timing and circumstances in which delivery of a gift may take place:

- i) In order to establish a gift, the donee must prove two things (1) the intention of making a gift; and (2) a delivery of the subject-matter of the gift (page 915).
- ii) He rejected the claimant's submission that Dylan Thomas did not succeed in giving effect to his intention to gift because there was no delivery of the manuscript to Cleverdon at the time the words of gift were made. The learned judge found that the fact that Cleverdon subsequently

got possession of the manuscript from the Soho public house where Dylan Thomas had left it, was sufficient delivery to perfect a gift to Cleverdon. Plowman J regarded this as, “the common sense view of the matter”, and concluded that “when Cleverdon got possession of the manuscript with the consent of Dylan Thomas, the gift was perfected” (page 919).

Intention to make a gift

449. Applying the description used by Lord Esher MR in *Cochrane* (at pages 75-76) (*supra*), the intention to make a gift is the other ‘proposition of law’ which is necessary for a valid gift. As such it is a proposition of law that must be proved to the requisite standard. This is achieved by way of evidence which proves the facts necessary to establish the intention. As Lord Esher stated, “The moment those facts are proved the proposition of law is proved, to which the legal tribunal will give effect. Although no Court can properly alter such a fundamental proposition, the amount or nature of the evidence which will satisfy a Court of the existence of such a proposition, as applicable to a particular case, may vary, and has varied, at different epochs.”
450. When this analysis is applied, it is apparent that the evidence which proves the facts, which in turn prove the two necessary propositions of law (intention and delivery) are often intertwined. This can be seen in the case law cited above.
451. The relevance of this to the present case, is that some considerable time was taken up in closing submissions with Mr Legge KC attempting to persuade me that words of gift (whether oral or written) are a necessary ingredient of a valid gift at common law and that the absence of these mean that the gift must fail. His argument as it was developed, did not go so far as to assert that words of gift are a necessary proposition of law in themselves, but instead that they are a necessary requirement of proof of an intention to gift, without which the required proposition of law (an intention to gift) could not be proved because (as he put it) “under English law there have to be words of gift for a gift to be effective”.
452. In support of this submission, he relied on *Kilpin v Ratley* (“*Kilpin*”) [1892] 1 QB 582 at 584 which he said is “always cited for the proposition that words of gift are required.” In *Kilpin*, a father owned furniture in possession of his daughter’s (the claimant’s) husband, which was kept in their matrimonial

home. When the father and claimant were in a room with the furniture, the father verbally gave his daughter the furniture by words of present gift, and he then left her alone in the room. There was no manual delivery of the furniture to her and after this, the furniture remained in the matrimonial home where she and her husband continued to reside. The issue on appeal was not whether there had been a gift of furniture to the claimant, but whether that gift had been perfected by valid delivery.

453. Mr Legge KC submitted that the judgment of Hawkins J in *Kilpin* (at page 584), in which (referring to previous case law) he stated, “The expressions in the judgments in Irons v. Smallpiece [2 B. & A. 551] and Shoiver v Pilck [4 Ex. 478; 19 L. J. (Ex.) 113] shew that what the learned judges in those cases had in their minds was the necessity for words of present gift and for a transfer of possession. What the Court said in the latter case was, that by the words " I will give you," that is to say, " I will upon some future day give you," no property passed. But it is a totally different thing when a person says, "I give you now" and then leaves the donee in possession of the thing.” Mr Legge KC submitted that this demonstrates that words of gift are a necessary requirement. In fact, in my view it does the opposite. Those cases referred to by Hawkins J concerned the issue of whether there had been valid delivery, and as part of that, whether words of future intention to gift were sufficient evidence of both intention to gift and of delivery. This is demonstrated by the follow-on passage of Hawkins J’s judgment, “There are two cases which abundantly support our decision in this case. One is *Winter v. Winter* [4 L. T. (N.S.) 639] which has been referred to by my learned brother. In that case there was no actual delivery of the possession of the barge to the donee upon the gift; but the donee, having been previously in possession of the barge as servant of the donor, kept possession of it afterwards and worked it as his own. I cannot see any substantial distinction between that case and this.” The Court of Appeal therefore held that the two necessary propositions of law (intention to gift and delivery) were established, and the gift was valid in law.

454. What is apparent, is that the Court of Appeal in *Kilpin* simply regarded the words of gift as being evidence of an intention to gift and of valid delivery, rather than words of gift being a necessity in themselves. I am fortified in this view by Professor Virgo in Halsbury’s §237 which deals with the

“Necessity for delivery” and states, “To constitute delivery, the act must be such, or be accompanied by such words, as to be unequivocal” (emphasis added).

455. Mr Legge KC also relied on references to “gifts by parol” (meaning oral gifts) in cases such as *Cochrane* and *Re Cole* (supra) (see *Re Cole* (Harman LJ) at page 187, citing *Cochrane* (Bowen LJ) at pages 72-73) which Mr Legge KC submitted meant that if a gift was not made by deed then the only other way that it can be made is by words. Again, for the same reasons, I do not accept this. It is clear from these cases (in which the issue was whether valid delivery had been proved), that the words “by parol” are descriptive words describing how the intention to gift was conveyed in those cases, rather than importing a necessary requirement that an intention to gift must be conveyed by parol in the absence of a deed.

456. Both defence counsel submitted, applying a similar analysis to the one I have set out above, that words of gift are not required. What matters is whether the court is satisfied that both intention to gift and delivery have been proved, in respect of which, words of gift are one of the means of proof (but not the only means). They submitted that the cases relied on by Mr Legge KC focus on the issue of the need for valid delivery and whether that was proved on the facts of those cases, and do not assist his submission that words of gift are required.

457. In addition, both counsel relied on Day v Harris and Others [2013] EWCA Civ 191; [2014] Ch. 211 (“*Day*”), in which the Court of Appeal dealt with a case concerning a deceased composer who, many years before his death, had sent two chests containing a majority of his manuscripts and compositions to his daughter’s house and a postcard to his son reading, “All the books, pictures, sculptures etc are for you and Katherine to share and keep, or sell if you like!” It was common ground that the gift was unexpected and unsolicited and that the only evidence in support of an intention to gift was the words on the postcard, which the claimant said were ambiguous. After his death, the claimant (the deceased’s former carer and companion) asserted a right of ownership over the manuscripts which by then the daughter had provided to the Royal College of Music. The issue was whether a valid gift in law of these manuscripts had been made by the deceased to his two children. The Court of Appeal held that

there was a valid gift because an intention to gift and delivery had both been proved. Both counsel in the present case relied particularly on the following paragraphs of the judgment of Lloyd LJ:

67. A chattel may be given by one of three methods: a deed of gift, a declaration of trust or delivery. If there is a deed or a declaration of trust, whatever issues of interpretation may arise, there will be some words, probably relatively formal, from which the intention of the party or parties can be found. With delivery, something is needed to show the basis of the delivery to be a gift, but this may be relatively informal, as in *In re Cole, A Bankrupt* [1964] Ch 175 (though in that case the Court of Appeal disagreed with Cross J and held that there had been no delivery).

69. We were shown passages from *Palmer on Bailment*, 3rd ed (2009), in support of submissions as to the legal test for the effect of a delivery of chattels otherwise than pursuant to an agreement. The point is made at para 3-011 that:

“the nature and terms of an agreement are not to be determined by the subjective intention of a single party. Rather, they depend on what each party was reasonably entitled to infer from the conduct or attitude of the other.”

Correspondingly, if the governing intention is that of a single party, the deliverer of the goods, the issue depends on the intention of that party, and again not his subjective intention but rather his intention objectively ascertained from his words and conduct. At para 3-013 the authors go on to discuss in terms the issue “Gift or loan”. The text tells us that the recipient, making a case for a gift, must prove an intention in the deliverer to make a gift, an intention of the recipient to accept the gift, and delivery. The intention may be proved by conduct as well as by words.

71. We were also shown *Dewar v Dewar* [1975] 1 WLR 1532, a decision of Goff J about whether a payment of £500 by their mother to one of two brothers who were the litigants was to be treated as a gift or as a loan. The evidence showed that the mother always intended it to be a gift, that the son wanted to receive it as a loan, but that he did not refuse to take it at all. The judge considered submissions about the need for the recipient to accept the thing as a gift, and therefore as to the relevance of the intention of the recipient as well as that of the payer or deliverer. He concluded that acceptance by the recipient of the thing given was necessary, but no more than that. The recipient can refuse to take it, or if it arrives without prior arrangement he can reject it or send it back when he becomes aware of it. But otherwise his intention is not relevant. The case was complicated by pleading points, and it is rather far from the facts of the present case, but it is consistent with the view that I have formed that, on facts such as those of the present case, the only intention that matters is that of Sir Malcolm. Given the fact of delivery and the absence of rejection by Miss Arnold after delivery, if Sir Malcolm’s intention (objectively assessed) was to make a gift of the contents, then ownership passed by way of gift on delivery.

72. On that basis, if the subsequent conduct to which I have referred is of any relevance at all on this issue, it is not that it shows what the intention of Miss Arnold or Mr Arnold was, but that it might cast light on what her father’s intention should be taken to have been. It has a separate relevance to the argument based on estoppel.

458. Defence counsel submitted that these paragraphs are a correct statement of the law, which is that where a gift is made by delivery (as opposed to deed or trust) then only “something” is needed to show the

basis of delivery to be a gift but this may be “relatively informal” (*Day* at [67]). That “something” does not need to be words and may be conduct (*Day* at [69]), examples of which were given at [70] taken from the non-exhaustive examples in Palmer on Bailment 3rd Edition (“Palmer”), §3-014. It is the intention of the donor, objectively ascertained on the basis of all the evidence that matters at [72].

459. On behalf of Ms Parry, Ms Grossman also relied on Pennington v Waine (“*Pennington*”) [2002] EWCA Civ 227 [2002] 1 WLR 2075 which was about whether an intention to transfer shares in a company where although the share transfer form had been signed, the form had not been delivered to the company, could nevertheless amount to a valid gift in law. The issue in that case was whether there had been delivery. Ms Grossman submitted that this case permits “benevolent construction to words of gift” see [60]; it also permits a gift where there is some defect in the formalities, but it would be “unconscionable” for the donor to recall the gift, see [66].” In my view, *Pennington* was a case that was decided on its own facts. This is clear from Arden LJ’s comments at [69] (emphasis added):

I have not in general found the cases cited by Counsel on gifts of property other than securities of great assistance as securities are usually required to be transferred in a particular way. Nor have I in general found the cases which they have cited on gifts by deed helpful because, where deeds are effective to transfer property, actual delivery of the deed is often unnecessary (see e.g. *Re Way's Trusts*, above, which concerned the equitable assignment of a reversionary interest in annuities). Nothing in this judgment is intended to detract from the requirement that a donor should comply with any formalities required by the law to be complied with by him or her, such as, in the case of a gift of shares, the completion of an instrument of transfer or, in the case of a gift of land, the requirements of section 2 of the Law Reform (Miscellaneous Provisions) Act 1989 or, in the case of a gift of a chattel, delivery of the chattel. That is one of the points made by Maitland in the passage which I have quoted above and the authorities such as *Milroy v Lord* justify his proposition.

460. Mr Legge KC submitted that *Day* does not support the proposition that it is possible to make a gift by delivery without words of gift; that much of the above cited paragraphs are simply quotes from submissions made to the court in that case, which included reference to extracts from Palmer and that Lloyd LJ was not approving these submissions and does not do so elsewhere in the judgment. Lastly, he submitted that this was not a case in which the court found a valid gift by delivery in the absence of words of gift because the court did in fact find that the words of the postcard provided the necessary evidence of an intention to gift (see *Day* at [73-[100]).

461. I agree with Mr Legge KC's last point to the extent that the postcard was indeed the principal evidential basis for the conclusion of a valid gift in *Day*, but it was not the only basis (see *Day* [99] which referred to other surrounding circumstances). Otherwise, I do not agree that Lloyd LJ was simply summarising the submissions of counsel (without adopting them). When these paragraphs are read as a whole, it is clear that they are links in a chain which lead to Lloyd LJ's conclusion that the court was required to make an objective assessment of the donor's intention to make a gift, and that this may be undertaken on the basis of all relevant evidence. Should there be any need, *Day* at [67] puts this beyond doubt as it is plainly a statement of Lloyd LJ's view that in a 'delivery' type gift, "something is needed to show the basis of delivery to be a gift, but this may be relatively informal." Although he goes on to give *Re Cole* as an example (a case in which (*supra*) there was evidence of words of gift), if Lloyd LJ intended to restrict "something" to words alone, he would have said so.
462. Lastly, I am fortified in this view by the way in which part of the claimant's own case has been argued in respect of the Items gifted by D&G to Amy (Disputed Items 5, 6 and 13 (*supra*)). It is notable that the claimant does not dispute that D&G did not use any words of gift to Amy (whether written or oral). However, the claimant's own case is that these were valid gifts in law from D&G to Amy and that the onus was therefore on Ms Parry to prove that Amy made a valid gift of these items to her.
463. In conclusion, I find that words of gift are neither required nor necessary provided that the court concludes that the available evidence proves the required propositions of law - namely an intention to gift plus delivery. However, what the case law does show is that invariably in cases involving an alleged gift at common law, some words of gift are usually present and if so, they form an important part of the overall evidence which point towards or against whether the two propositions of law have been proved. I also accept Mr Legge KC's submission that the evidence to prove intention to gift and delivery must be sufficiently strong to discharge the burden and standard of proof and must prove each unequivocally. A mere fact of a change of possession of a Disputed Item does not on its own prove a gift if the evidence is equivocal.
464. The purpose of Mr Legge KC's submissions on the need for words of gift was to undermine the defendants' case on the Category B - Allegedly Gifted Items, by asserting that the defendants' evidence

of the circumstances and arrangements of gifting that operated between the defendants and Amy, in particular that the defendants were unable to state in respect of a number of items, any specific words of gifts spoken by Amy – meant that the defendants could not establish valid gifts in law of those Items. The defendants’ evidence, he said, “goes outside the requirements of an ancient system of law” and “the law does not cater for the fluid arrangements between young girls”. In those statements, he is no doubt fortified by the fact that the vast majority of the cases he relied on date back at least one hundred years and are in many respects a product of their time, in which relations between people, including married couples, were defined by greater boundaries and formality than they are today. However, one of the advantages of the common law is that it is a living system, which means that (subject to certain constraints) it is capable of evolving to reflect social, economic and cultural developments and norms. This was a point made by Lord Esher MR in *Cochrane* at page 75 (supra), that whereas the fundamental propositions of law to prove a valid gift cannot be altered, “the amount or nature of the evidence which will satisfy a Court of the existence of such a proposition, as applicable to a particular case, may vary, and has varied, at different epochs.” I therefore reject Mr Legge KC’s submission. The law is perfectly capable of catering to the arrangements between Amy and the defendants, provided that, having approached the case with suspicion, I am nevertheless satisfied that the evidence of those arrangements, taken as a whole, proves both intention to gift and delivery to the required standard.

Deceased donors

465. Where the donor is deceased, the court should approach evidence of the donor’s intention with suspicion since the donor (Amy) is not here to give evidence (see *Thomas* at page 915).
466. Although in some cases, Judges have stated that the court cannot act on the unsupported testimony of a person in his (or her) own favour, there is in fact no hard-edged rule that corroboration is required or necessary for a finding of a valid gift. Of course, if corroborative evidence is present, then that may assist the donee in establishing their case. Corroborative evidence comes in unlimited forms, including evidence from other persons, attendant circumstances and / or context, established or admitted facts, the existence of a pattern of behaviour, the personalities or characters of the donor and donee, the

nature of their relationship to one another and documentary evidence (including digital evidence such as emails, texts and Instagram). Professor Virgo in Halsbury's at §216 summarises an extensive number of cited cases as follows, "It [the evidence of the donee] must be examined with scrupulous care, even with suspicion, but if it brings conviction to the tribunal which has to try the case that conviction will be acted on".

467. An example of this is found in the judgment of Plowman J in *Thomas* (at pages 915-916):

Let me first of all say something about the question whether the defendants have succeeded in establishing the necessary intention. It is said, first of all, and accepted by both sides, that in considering whether the defendants have discharged the onus of proof which is on them, I must approach the claim made by the defendants that there was a gift with suspicion. Reference was made in this connection to the decision of the Court of Appeal in *In re Garnett* [[1885] 31 Ch.D. 1 CA] where Brett M.R. said this

Another point was taken. It was said that this release cannot be questioned because the person to whom it was given is dead, and also that it cannot be questioned unless those who object and state certain facts are corroborated, and it is said that that was a doctrine of the Court of Chancery. I do not assent to this argument; there is no such law. Are we to be told that a person whom everybody on earth would believe, who is produced as a witness before the judge, who gives his evidence in such a way that anybody would be perfectly senseless who did not believe him, whose evidence the judge, in fact, believes to be absolutely true, is, according to a doctrine of the court of equity, not to be believed by the judge because he is not corroborated? The proposition seems unreasonable the moment it is stated. There is no such law. The law is that when an attempt is made to charge a dead person in a matter, in which if he were alive he might have answered the charge, the evidence ought to be looked at with great care; the evidence ought to be thoroughly sifted, and the mind of any judge who hears it ought to be, first of all, in a state of suspicion; but if in the end the truthfulness of the witnesses is made perfectly clear and apparent, and the tribunal which has to act on their evidence believes them, the suggested doctrine becomes absurd. And what is ridiculous and absurd never is, to my mind, to be adopted either in law or in equity.

468. Plowman J's judgment in *Thomas* provides other relevant examples of the way in which this index of suspicion may operate depending on the particular factual circumstances of the case, and the judge's assessment of the witnesses and the evidence. The way in which he has approached his evaluative findings accords with my summary of the state of the law in the "Approach to evidence" section of this judgment (*supra*):

- i) The weighing up of probabilities in assessing the affirmative evidence given [by or on behalf of the donee] must not be conducted through the prism of hindsight (page 917).

ii) Two matters which the Judge in *Thomas* found to be relevant considerations and which resonate with this case are:

a) The significance of the donor making the alleged gift of property which only became valuable after their death (page 917):

At the time the alleged gift was made, that is to say, in October, 1953, Dylan Thomas was a comparatively young man; he was 39 years old, and he was still alive. "Under Milk Wood" had not then been performed in England. It had its first performance on the B.B.C. in January, 1954. It had not been published in England. It is quite true, as Mr. Sparrow said, that Dylan Thomas was recognised as a considerable poet, but he was recognised as such by a comparatively small number of people. It was only after the B.B.C. performance of "Under Milk Wood" that Dylan Thomas's name became known to the public at large. Although I do not think the question of the value of the manuscript has really very much to do with this case, it was only after the death of Dylan Thomas that this manuscript, with which I am concerned, became really valuable.

b) The donor's personal relationship with the donee and the personal characteristics of the donor (page 917):

There is another matter which seems to me to be relevant. Obviously, Dylan Thomas was very relieved to have these B.B.C. manuscripts. He had even hinted that having lost his own manuscript there might not be any point in his going to America and now it was all right. He was clearly relieved. Cleverdon was not a stranger to him who had suddenly come on the scene. They had been working together for the past six or seven years, and for myself I see no inherent improbability at all in the story which the defendants put forward in this case through the mouth of Cleverdon.

iii) Plowman J's assessment of the credibility and veracity of Cleverdon as a witness (page 918),
"Any question of probability or improbability fades into the background and disappears once I find myself forced to the conclusion that Cleverdon was telling the truth and that I ought to accept his evidence. Having seen him and listened carefully, and having approached this matter in, I hope, a proper state of suspicion, I find myself, in the end, forced to the conclusion that Cleverdon was speaking the truth, and I accept his evidence."

Abandonment

469. The legal requirements for abandonment of chattels comprise two elements: (1) an intention to abandon; and (2) some physical act of relinquishment. Clear evidence of both elements is required (see *Robot Arenas Ltd* at [14]).

470. Abandonment must be final and complete and requires a settled intention. This may be proved by reference to a course of action demonstrating the gradual formation of such intention. In *Robot Arenas*, the Deputy High Court Judge adopted the following passages of Palmer on Bailment (3rd edn) which explain the meaning of abandonment in §26-012 and 26-030:

26-012

The notion of abandonment may apply in two different senses to objects found by a non-owner: one colloquial and one juristic. In the first sense, a loser may abandon the search for a lost object, whether by reason of other claims on his time, or a belief that the place where the object has been lost is one where others are likely to find it and return it. The loser in that position does not resign any proprietary or possessory claims to the chattel, and when the chattel is found the ordinary rules apply: the law recognises the paramount claim of the owner and, subject to that, normally awards the goods to the person first in possession. The second and more important is that of a divesting abandonment, where the finder comes upon a chattel that the owner has previously left or cast away with the intention of divesting himself not only of possession but also of ownership."

26-030

Despite some surviving doubt, the better opinion appears to be that divesting abandonment is a defence to conversion provided that a party entitled to do so has renounced possession and the immediate right to possession of the chattels in question. Clear evidence both of intention to abandon and of some physical act of relinquishment will be required and, given the element of strict liability in conversion as contrasted with the need for mens rea in crime, it would seem that a mere reasonable belief that abandonment had taken place would not suffice as a defence. ..."

Relevance of Trust law

471. This relates to Miss Gourlay's Disputed Item 107 (Category C – Miscellaneous Items) – the birthday card to Amy given to Miss Gourlay by Mr Ronson and Adele. The claimant submits that Ms Gourlay took the card from the senders on the basis that she would deliver it to Amy but never did and therefore there was an effective transfer of the card to Ms Gourlay to hold for Amy as a trust. The basis for this submission appears to be that Ms Gourlay represented herself as someone who was able to convey the card to Amy and therefore should be held to her representation as a trustee. Mr Loveday on behalf of Ms Gourlay submits that this allegation is inadequately pleaded. It was not pleaded in the Particulars

of Claim, nor the Amended Particulars of Claim. The only reference appears in §8.8.3(b) of the Amended Reply which baldly states, "... Further or in the alternative, the Second Defendant now holds the proceeds of sale of the card on trust for Amy's estate...". No attempt was made to set out the particularity of this allegation nor the legal basis for it. Mr Loveday in his written submissions made the point that this is embarrassingly pleaded and devoid of the appropriate detail that would be needed to establish the existence of a trust, or a breach of trust. He further submits that there is no allegation of a trust over the card—only over the proceeds of sale—and there is no explanation of how such a trust could have come into existence if there was no trust over the card. He referred to CPR Practice Direction 16 at §8.2 which is mandatory and requires that details of an alleged breach of trust must be specifically set out in the Particulars of Claim where the claimant wishes to rely on these in support of the claim.

472. Mr Legge KC's one line response to this was as terse and devoid of detail as the two lines in the claimant's Reply, simply stating, "the transfer was an effective transfer to D2 to hold for Amy: as a trust.....D2 represented herself to be someone who was able to convey the card to Amy and should be held to her representation: whets [sic] as trustee, trustee de son tort or agent de son tort does not really matter. The Estate is now entitled to restitution of the proceeds" The footnote to this added little, "trite law but see eg *Lewin* 3-001. D2's pleading points at D2Skel§67.3 are misconceived. The estate does not need to allege a breach of trust, merely ownership of the proceeds of the card." That is the extent of the claimant's explanation of his case on this issue, and it is wholly inadequate and inherently inconsistent. It is plain from the claimant's written closing submissions that he alleges that there was a trust. It follows from the underlying facts, and the assertion that "D2 should be held to her representation" - that the claimant is alleging a breach of trust as the basis for Ms Gourlay having no right to possession of the card, and therefore it appears that the claimant is relying on the trust as a basis for saying that he is entitled to ownership of the proceeds of sale of the card. It is an artificial construct for the claimant to attempt to get around this by (a) trying to divorce the claimant's alleged entitlement to the proceeds of sale of the card from (b) the breach of trust that (on his case) must have given rise to this entitlement.

473. It follows that the claimant's pleadings are materially deficient and the subsequent paucity of detail and casual, passing references to "trustee, trustee de son tort or agent de son tort does not really matter" are vague and unhelpful to the defendant and the court, and do not come close to complying with the requirements of CPR PD 18, §8.2 nor the underlying purpose of this paragraph which is to further the overriding objective (CPR §1.1) a significant part of which is to ensure fairness and justice. Given all these matters, I do not consider that it would be either fair or just to permit the claimant to put his case on such an unsatisfactory basis and I do not intend therefore to give his case on this Disputed Item any further consideration.

The tort of conversion

474. The claimant's case is based on the sales of the Disputed Items in the 2021 and 2023 auctions being conversions. In Kuwait Airways Corp v Iraqi Airways Co (Nos 4 & 5) [2002] UKHL 19; [2002] 2 A.C. 883 ("*Kuwaiti Air*"), the House of Lords accepted the definition of conversion in Clerk & Lindsell at §16-07 as accurately summarising the tort of conversion, "Conversion is an act of deliberate dealing with a chattel in a manner inconsistent with another's right whereby that other is deprived of the use and possession of it."

475. In *Kuwaiti Air*, Lord Nicholls summarised the essential principles of conversion at [39]-[42]:

39...I need not repeat the journey through the textbooks and authorities on which your Lordships were taken. Conversion of goods can occur in so many different circumstances that framing a precise definition of universal application is well nigh impossible. In general, the basic features of the tort are threefold. First, the defendant's conduct was inconsistent with the rights of the owner (or other person entitled to possession). Second, the conduct was deliberate, not accidental. Third, the conduct was so extensive an encroachment on the rights of the owner as to exclude him from use and possession of the goods. The contrast is with lesser acts of interference. If these cause damage they may give rise to claims for trespass or in negligence, but they do not constitute conversion.

40. The judicially approved description of the tort in Clerk & Lindsell encapsulates, in different language, these basic ingredients. The flaw in IAC's argument lies in its failure to appreciate what is meant in this context by "depriving" the owner of possession. This is not to be understood as meaning that the wrongdoer must himself actually take the goods from the possession of the owner. This will often be the case, but not always. It is not so in a case of successive conversions. For the purposes of this tort an owner is equally deprived of possession when he is excluded from possession, or possession is withheld from him by the wrongdoer.

41. Whether the owner is excluded from possession may sometimes depend upon whether the wrongdoer exercised dominion over the goods. Then the intention with which acts were done may be material. The ferryman who turned the plaintiff's horses off the Birkenhead to Liverpool ferry was guilty of conversion if he intended to exercise dominion over them, but not otherwise: see *Fouldes v Willoughby* (1841) 8 M & W 540.

42. Similarly, mere unauthorised retention of another's goods is not conversion of them. Mere possession of another's goods without title is not necessarily inconsistent with the rights of the owner. To constitute conversion detention must be adverse to the owner, excluding him from the goods. It must be accompanied by an intention to keep the goods. Whether the existence of this intention can properly be inferred depends on the circumstances of the case. A demand and refusal to deliver up the goods are the usual way of proving an intention to keep goods adverse to the owner, but this is not the only way.

476. At [77]-[82], Lord Nicholls considered the purpose to be achieved by the tort of conversion:

77. I turn therefore to consider the purpose sought to be achieved by the tort of conversion. Conversion is the principal means whereby English law protects the ownership of goods. Misappropriation of another's goods constitutes conversion. Committing this tort gives rise to an obligation to pay damages. Payment of damages may have proprietary consequences. Payment of damages assessed on the footing that the plaintiff is being compensated for the whole of his interest in the goods extinguishes his title: see section 5 of the Torts (Interference with Goods) Act 1977. Further, when the defendant is in possession of the plaintiff's goods the remedies available to the plaintiff include a court order that the goods be delivered up: see section 3.

78. Consistently with its purpose of providing a remedy for the misappropriation of goods, liability is strict. As Diplock LJ said in *Marfani & Co Ltd v Midland Bank Ltd* [1968] 1 WLR 956, 970-971, one's duty to one's neighbour is to refrain from doing any voluntary act in relation to his goods which is a usurpation of his property or possessory rights in them. Whether the defendant still has the goods or their proceeds matters not. Nor does it matter whether the defendant was a thief or acted in the genuine and reasonable belief the goods were his. Baron Cleasby's aphorism, uttered in 1872 in *Fowler v Hollins* LR 7 QB 616, 639, still represents the law: "persons deal with the property in chattels or exercise acts of ownership over them at their peril." This, he observed, was regarded as a salutary rule for the protection of property.

79. Some aspects of this rule have attracted criticism. Vindication of a plaintiff's proprietary interests requires that, in general, all those who convert his goods should be accountable for benefits they receive. They must make restitution to the extent they are unjustly enriched. The goods are his, and he is entitled to reclaim them and any benefits others have derived from them. Liability in this regard should be strict subject to defences available to restitutionary claims such as change of position: see *Lipkin Gorman v Karpnale Ltd* [1991] 2 AC 548. Additionally, those who act dishonestly should be liable to make good any losses caused by their wrongful conduct. Whether those who act innocently should also be liable to make good the plaintiff's losses is a different matter. A radical reappraisal of the tort of conversion along these lines was not pursued on these appeals. So I shall say nothing more about it.

80. The existing principle of strict liability as described above is deeply ingrained in the common law. It has survived at least since the days of Lord Mansfield in *Cooper v Chitty* (1784) 1 Burr 20. The hardship it may cause to those who deal innocently with a person in possession of goods has long been recognised. Blackburn J noted this in the leading case of *Fowler v Hollins* (1875) LR 7 HL 757, 764. The hardship arises especially for innocent persons who no longer have the goods. There has been some statutory amelioration of the principle, in the Factors Acts and elsewhere, but in general the principle endures.

81. Consistently with this principle, every person through whose hands goods pass in a series of conversions is himself guilty of conversion and liable to the owner for the loss caused by his misappropriation of the owner's goods. His liability is not diminished by reason, for instance, of his having acquired the goods from a thief as distinct from the owner himself. In such a case, it may be said, looking at the successive conversions overall, the owner is no worse off as a result of the acts of the person who acquired the goods from the thief. Such a person has not "caused" the owner any additional loss.

82. In one sense this is undoubtedly correct. The owner had already lost his goods. But that is really nothing to the point for the purposes of assessing damages for conversion. By definition, each person in a series of conversions wrongfully excludes the owner from possession of his goods. This is the basis on which each is liable to the owner. That is the nature of the tort of conversion. The wrongful acts of a previous possessor do not therefore diminish the plaintiff's claim in respect of the wrongful acts of a later possessor. Nor, for a different reason, is it anything to the point that, absent the defendant's conversion, someone else would wrongfully have converted the goods. The likelihood that, had the defendant not wronged the plaintiff, somebody would have done so is no reason for diminishing the defendant's liability and responsibility for the loss he brought upon the plaintiff.

477. The basis of the claimant's claim in conversion is that:

- i) Amy was the owner of the Disputed Items at the time of her death and therefore had an immediate right to possession of them. The Estate / claimant then inherited these rights upon the grant of Letters of Administration.
- ii) The defendants converted the Disputed Items by selling them in the 2021 and 2023 auctions.

478. The defendants' primary case is that they were the owners of the Disputed Items either because they were always owned by them (Category A) or were validly gifted to them by Amy (Category B) or were entitled to possession of the Category C (Miscellaneous items). However, the defendants' alternative case in the event that (1) their primary case fails in respect of any Disputed Item; and (2) I find that a defendant converted any Disputed Item in 2021 or 2023 - is that I should then find (3) that there was a prior conversion of that Item. This is on the basis that the Item was acquired and / or

retained in a manner inconsistent with Amy's (and later the Estate's) rights as owner and was dealt with deliberately in that manner by the defendants exercising sole and exclusive dominion over the Item since at least 2011 (and in respect of many Items – much earlier), by taking and / or keeping the Items, depriving Amy / the Estate of the use and possession of them and by making use of the Items as their own, including wearing them, removing them, storing them at different premises (see §26.3 of the Amended Defence; §11 of Ms Parry's Amended RFI Response and §12 of Miss Gourlay's Amended RFI Response). If so, then (4) the claimant's claim is time barred by virtue of s.3 of the Limitation Act 1980 ("Limitation Act").

479. The claimant's claim in conversion is as I have said, based solely on the sale of the Disputed Items by the defendants at the 2021 and 2023 auctions. In fact, the claimant specifically disclaims any allegation of conversion in respect of any Disputed Items prior to the 2021 auction in respect of either defendant. The claimant positively asserts that no conversions took place by either defendant prior to that date and that any action by either of the defendants in respect of any Disputed Items prior to their sale in the auctions amounted to conversion, or if it did amount to conversion, then this was explicable as an action effected with the actual or implied consent of Amy or the Estate (see §8.7 and §8.8 of the Amended Reply).

480. The defendants do not dispute that sale at auction is, "so extensive an encroachment on the rights of the owner as to exclude him from use and possession of the goods" as to qualify as a conversion (see *Kuwaiti Air* at [39]; Clerk & Lindsell at 16-08(ii) and (iv) and 16-22 (conversion by sale)). However, it is also clear from the passages of *Kuwaiti Air* cited (supra) that conversion is far wider than this and whilst a mere unauthorised retention of goods is insufficient, it is equally not necessary to establish that the goods were wrongfully taken from the owner because exclusion from, or withholding of, possession is sufficient provided there is an intention to keep the goods.

481. The Law of Personal Property (3rd edn) §33-018 confirms that "The word conversion itself misleadingly suggests a transformation of the goods, but the tort is committed in numerous cases where no such transformation takes place. To simplify the various decisions holding in favour of liability, liability in conversion may arise in respect of what is done to goods and what is done with goods. The

former category includes various types of use, destruction, loss, detention and damage. The latter category includes various dealings with and transactions concerning goods, such as pledge and sale and the various actions, such as making and receiving delivery, associated with them.” The same paragraph also states, “it is important to bear in mind that there must always be a denial of the claimant’s title, by the defendant either asserting his own or that of a third party, if there is to be liability in conversion”, however this does not mean that a refusal to deliver up the goods is a requirement (see *Kuwaiti Air* at [42] supra). The Law of Personal Property (3rd edn) §33-020 provides some examples of conversion:

33-020 Unauthorised use

A defendant’s unauthorised use and dealings with goods will not necessarily amount to conversion. It will depend upon a combination of the intention to assert dominion and the degree of use, measured according to the extent of use or the depreciating effect it has on the goods. For minor cases of unauthorised use, there will commonly be liability in trespass with liability assessed according to a reasonable hire charge. It should, however, be a conversion for the defendant to take a van for a joyride, for this is an uncompromising assertion of title. The removal of aircraft, albeit with a permanent intention to deprive, was treated as conversion in *Kuwait Airways Corp v Iraqi Airways Corp* (Nos 4 and 5). There was, however, a notable difference of opinion in *Penfolds Wines Pty Ltd v Elliott* whether the use of wine bottles by filling them with unauthorised wine was a conversion of them. Latham CJ considered it was, since the user acted by way of trade under a claim of right, whereas Dixon J thought not, on the ground that there was no interference with the claimant’s right to immediate possession of the bottles. Latham CJ, it is submitted, was correct on this issue. By way of contrast, the taking of action for the preservation of goods will not be treated as an act of use giving rise to liability in conversion.

482. For an example of when unauthorised use and dealings with goods amounts to conversion, footnote 158 of §33-020 of the Law of Personal Property, cites a case from the New South Wales Supreme Court - CAN 116 746 859 v Lunapas Pty Ltd [2017] NSWSC 1583 at [111]:

But although a demand is one way of establishing conversion when goods are in the possession of the defendant, it is not the only way. The mere detention or the mere handling of a plaintiff’s goods will not necessarily amount to conversion by a defendant. But once the degree of use amounts to employing the goods as if they were owned, then a conversion is established. That point can be reached without any subjective intention to convert the goods. Such a conversion could be demonstrated, for example, by wearing the plaintiff’s jewellery (*Petre v Heneage* (1701) 12 Mod Rep 519; 88 ER 1491) or locking up the plaintiff’s tools or stock, so the plaintiff cannot use them, without lawful excuse (*Upton & Anor v TVW Enterprises* (1985) ATPR 40-611 (“Upton”).

483. Petre v Heneage (“*Petre*”) was a case heard in the King’s Bench Division in which the Chief Justice held that, “the wearing of a pearl is a conversion” (note that the correct name for this case is Lord Petre v Heneage. An alternative citation for this case is given in Westlaw as [1701] 1 Lord Raymond 728; 91 E.R. 1386).
484. For the example of taking a van for a joyride, footnote 160 cites Aitken Agencies Ltd v Richardson [1967] N.Z.L.R. 65 (a New Zealand case) in which driving the plaintiff’s van away for the purpose of going for a joyride constituted conversion because even if the defendant intends to return the chattel after he has used it, there was still the intention of exercising dominion over the van, even though only temporarily. *Petre* is also cited in support of the same proposition (this time with the correct citation reference).
485. Whilst the conduct must be deliberate, this does not import any requirement for fraud or dishonesty or even knowledge of wrongdoing, as conversion can be committed even by a person acting in the genuine and reasonable belief that the goods were his/hers (see *Kuwaiti Air* at [79] supra and see also [43] in which Lord Nicholls found the elements of conversion to have been made out even though, “IAC believed the aircraft were now its property, just as much as the other aircraft in its fleet”.) While a genuine belief in entitlement is no defence in the absence of actual authority or the owner’s consent, it appears that if the owner does consent to the act there is no conversion even if the act is done with a wrongful intent (see A Khan Design v Evanta Motor Co (“*A Khan Design*”) [2017] EWHC 126 (Ch) at [28]-[38] and Clerk and Lindsell §16-07).
486. The claimant must of course prove an immediate right to possession of a Disputed Item (supra) before he can raise and prove a claim in conversion. Therefore, whether conversion is a live issue in respect of any Disputed Item depends on my findings in respect of the various Disputed Items.

Limitation – s.3 of the Limitation Act 1980

487. This issue only arises if I decide that the defendants converted any of the Disputed Items prior to 30 October 2017. This is due to section 3 of the Limitation Act which states:

s.3. Time limit in case of successive conversions and extinction of title of owner of converted goods.

(1) Where any cause of action in respect of the conversion of a chattel has accrued to any person and, before he recovers possession of the chattel, a further conversion takes place, no action shall be brought in respect of the further conversion after the expiration of six years from the accrual of the cause of action in respect of the original conversion.

(2) Where any such cause of action has accrued to any person and the period prescribed for bringing that action has expired and he has not during that period recovered possession of the chattel, the title of that person to the chattel shall be extinguished.

488. What this means is that a claim for conversion is statute barred if the conversion occurred more than 6 years prior to the issuing of the claim. In this case, the relevant date for s.3 purposes is 30 October 2017.

Deliberate concealment – s.32 of the Limitation Act

489. Section 32 of the Limitation Act provides for postponement of a limitation period in particular circumstances. So far as relevant it states:

s.32 Postponement of limitation period in case of fraud, concealment or mistake.

Subject to subsections (3), (4A) and (4B) below, where in the case of any action for which a period of limitation is prescribed by this Act, either—

(a)...

(b) any fact relevant to the plaintiff's right of action has been deliberately concealed from him by the defendant; or

(c)...

the period of limitation shall not begin to run until the plaintiff has discovered the fraud, concealment or mistake (as the case may be) or could with reasonable diligence have discovered it.

References in this subsection to the defendant include references to the defendant's agent and to any person through whom the defendant claims and his agent.

(2) For the purposes of subsection (1) above, deliberate commission of a breach of duty in circumstances in which it is unlikely to be discovered for some time amounts to deliberate concealment of the facts involved in that breach of duty.

490. In Canada Square Operations v Potter [2023] UKSC 41; [2024] A.C. 679 (“*Canada Square*”), the Supreme Court set out the essential principles in respect of s.32(1)(b) and (2) (see headnote and [96]; [105]-[109]; [153]):

- i) Concealment connotes keeping a fact secret, whether by taking active steps to hide it or by failing to disclose it.
- ii) s.32(1)(b) does not require that the concealment (whether active or by way of non-disclosure) was in breach of either a legal duty or a duty arising from a combination of utility and morality.
- iii) The fact that was concealed has to be relevant to the right of action asserted by the claimant in the proceedings before the court, in that it was a fact without which the claimant’s cause of action was incomplete, but it was not necessary that the defendant knew that the fact was relevant to the right of action or was reckless as to that possibility.
- iv) A fact was concealed deliberately within section 32(1)(b) if the defendant intended the result of the concealment, it being insufficient that the defendant was reckless as to the possibility of the fact being concealed. At [105] “it is sufficient, and accords with the purpose of section 32, that the defendant deliberately ensures that the claimant does not know about the facts in question and therefore cannot bring proceedings within the ordinary time limit.”
- v) Section 32(1)(b) therefore requires (i) a fact relevant to the claimant’s right of action, (ii) the concealment of that fact from the claimant by the defendant, either by a positive act of concealment or by a withholding of the relevant information; and (iii) an intention on the part of the defendant to conceal the fact or facts in question (at [109]).
- vi) Likewise, there was a deliberate commission of a breach of duty within section 32(2) if the defendant intended to commit, or knew that he was committing, a breach of duty, it being insufficient that the defendant was reckless as to the possibility that what he was doing was a breach of duty (at [153]).

491. In Sheldon v RHM Outhwaite (Underwriting Agencies) Ltd ("*Sheldon*") (1996) A.C. 102; (1995) 2 W.L.R. 570; (1995) 2 All E.R. 558, HL, the House of Lords held that s.32(1)(b) operates to postpone the running of time for the purposes of limitation in every case where there was deliberate concealment by the defendant of facts relevant to the claimant's cause of action and that this was regardless of whether the deliberate concealment was contemporaneous with, or subsequent to the accrual of the cause of action. In the case of subsequent concealment, even where the limitation period has expired, time did not begin to run for limitation purposes until the concealment was or should have been discovered. See Lord Keith of Kinkel at [140]-[141]:

The terms of paragraph (b), however, are wide enough to cover both the case where the concealment is contemporaneous with the accrual of the cause of action and the case where it occurs at some later time. So it would be natural to expect both cases to be covered by the enactment, and in my opinion they are. ... The introduction of a time limit commencing at the discovery or imputed discovery of the concealment necessarily involves that time cannot be treated as having started to run from accrual of the cause of action.

Lord Browne-Wilkinson (at p.142D-F):

My Lords, were it not for the acute division of judicial opinion on the matter, I would have little doubt that on its true construction section 32(1)(b) operates to postpone the running of time in every case where there is deliberate concealment by the defendant whether such concealment was contemporaneous with or subsequent to the accrual of the cause of action. Literally construed, section 32(1)(b) applies to any concealment of relevant facts: there is no express provision limiting the time at which such concealment must take place. As my noble and learned friend, Lord Nicholls, points out, there is no common-sense reason why Parliament should have wished to distinguish between cases where the concealment takes place at the time of the commission of the wrong and concealment at a later date. In both cases the mischief aimed at would be the same, viz., to ensure that the Act does not operate to bar the claim of a plaintiff whose ignorance of the relevant facts is due to the improper actions of the defendant. If, as I believe, subsequent concealment falls within the literal meaning of section 32(1)(b), the Act spells out the consequences with equal clarity: time does not begin to run until the concealment is or should be discovered.

He explained the consequences of this construction as follows:

For myself, I do not find it absurd that the effect of section 32(1) is to afford to the plaintiff a full six-year period of limitation from the date of the discovery of the concealment. In such a case, the plaintiff must have been ignorant of the relevant facts during the period preceding the concealment: if he knew of them, no subsequent act of the defendant can have concealed them from him. If the defendant then deliberately takes a step to conceal the relevant facts (a step which is by ordinary standards morally unconscionable if not necessarily legally fraudulent) it does not seem to me absurd that a plaintiff who has been prevented by the dishonourable conduct of the defendant from learning of the facts on the basis of which to found his action should be afforded the

full six-year period from the date of the discovery of such concealment to bring his action. Certainly, that consequence is far less bizarre than the result of the construction favoured by the majority of the Court of Appeal [1994] 3 W.L.R. 999 under which a plaintiff's right of action can become time-barred before he even becomes aware of the relevant facts, his ignorance being due to the deliberate concealment of such facts by the defendant.

492. Lord Nicholls of Birkenhead agreed with the views expressed by Lord Keith of Kinkel and Lord Browne-Wilkinson. He held (at [152]) that this construction of section 32(1)(b) meant that:

...the limitation clock will only start ticking when the plaintiff discovers the concealment or could with reasonable diligence have done so. In the case of subsequent concealment the clock is turned back to zero. It is turned back to zero even if the defendant had already acquired a limitation defence before the concealment took place.

493. In RG Securities (No 2) v Allianz Global Corporate & Specialty SE ("*RG Securities*") [2020] EWHC 1646 (TCC), Fraser J (as he then was) at [37], held that the above conclusions of the House of Lords in *Sheldon* were part of the ratio of the decision and he was therefore bound by them:

I consider I am bound by the decision in that case, and that the effect of deliberate concealment and section 32(1)(b) Limitation Act 1980 is that the applicable limitation period runs from when the concealment is discovered. Part I of the Limitation Act with its different dates for the commencement of a limitation period does not apply; section 32 in Part II of the Act does.

494. He therefore held at [39]:

Accordingly, in so far as Maskell may have deliberately concealed from the Claimant facts relevant to its cause of action, time does not begin to run for limitation purposes until the Claimant discovered such concealment by reason of section 32(1)(b) of the Limitation Act and the construction of that section selected as the correct one by the majority of the House of Lords in *Sheldon*. The Supreme Court is free to depart from its own earlier decisions, and those of the House of Lords. Unless and until they do, however, the analysis above is sufficient for the purposes of this application. I consider myself bound by the ratio of that decision as I have explained.

495. It was submitted on behalf of the defendants that the cases of *Sheldon* and *RG Securities* can be distinguished from the present case because of s.3(2) of the Limitation Act (*supra*). They rely on the fact that this section states that where a limitation period has expired then, "the title of that person to

the chattel shall be extinguished”. They submitted that RG Securities concerned procedural time-bars on bringing claims, whereas s.3(2) LA extinguishes the claimant’s title altogether.” They argued that the effect of this is that once triggered, the underlying property rights cease to exist reflecting a deliberate decision by Parliament to treat conversion claims differently to ordinary tort or contract claims.

496. In support of this submission, the defendants relied on Metropolitan Police v Meekey (“*Meekey*”) [2021] Q.B. 773 at [8] (Swift J):

Section 3(2) of the 1980 Act is, at least in the context of that Act, a somewhat unusual provision. Rather than simply providing a defendant with a defence to a claim (see and compare, for example, the effect of sections 2 and 5 of the 1980 Act), section 3(2) goes further: where goods have been converted, and the period of limitation has expired, the owner’s title to the goods is removed.”

497. Although this is an interesting argument, in my view it cannot succeed for the following reasons:

- i) Part I of the Limitation Act (which encompasses sections 1 – 27D) is headed “Part 1 Ordinary Time Limits for Different Classes of Action”.
- ii) Section 1 is headed “Time limits under Part I subject to extension or exclusion under Part II”. Section 1 then defines “ordinary time limits” as being the time limits given in Part I:
 - a) This Part of this Act gives the ordinary time limits for bringing actions of the various classes mentioned in the following provisions of this Part.
 - b) The ordinary time limits given in this Part of this Act are subject to extension or exclusion in accordance with the provisions of Part II of this Act.
- iii) S.3(1) of the Limitation Act therefore gives the “ordinary time limit” for bringing a claim in conversion.
- iv) Part II of the Limitation Act (which encompasses s.28 – 33B) is headed “Extension or Exclusion of Ordinary Time Limits”. S.32 provides for “postponement of limitation period in case of fraud, concealment or mistake” and applies to, “any action for which a period of

limitation is prescribed by this Act”. This must include the limitation period given in s.3(1) as otherwise Parliament would have included a provision in the LA excluding a time limit triggered by s.3(1) from the application of s.32. It is notable that Parliament has provided that s.32(1) should not apply to specific limitation periods referred to in s.32(4A), (4B) and (5), but has not done so in respect of s.3(1).

- v) Therefore, on ordinary statutory construction principles, s.32 does apply to the s.3(1) limitation period.
- vi) S.3(2) must therefore be applicable to a situation in which the six-year limitation period prescribed in s.3(1) has expired and there has been no deliberate concealment. This also accords with common sense and the statutory purpose of s.32 which is to prevent those who have deliberately concealed a relevant fact from benefitting unfairly from that misconduct when, due to their deliberate concealment, the limitation period has expired.
- vii) *Meekey* was not a case in which any issue of deliberate concealment arose and therefore the application of s.32 was neither raised nor determined.
- viii) I am therefore bound by *Sheldon*, just as Fraser J was in *RG Securities*.
- ix) Lastly, I note for completeness that this interpretation of the law accords with Clerk & Lindsell (see §§30-30 – 30-31).

s.32(1) – Reasonable diligence

498. Under s.32(1), time starts to run for limitation purposes from the date when the claimant could have discovered the deliberate concealment with reasonable diligence.

499. In Franked Investment Income Group Litigation (Test Claimants) v Revenue & Customs Commissioners (“*Franked Investment Income Group*”), [2020] UKSC 47; [2022] A.C. 1, the Supreme Court considered the meaning of “reasonable diligence” for the purposes of s.32(1) in the context of when a claimant could with reasonable diligence have discovered a mistake (s.32(1)(c)). The

discussion was expressly broad enough to include the other aspects of s.32(1) (including deliberate concealment (s.32(1)(b))). The Supreme Court interpreted ‘reasonable diligence’ as meaning that time began to run when the claimant had realised, or could with reasonable diligence have realised, that it had a “worthwhile claim”. This was described as consistent with the operation of limitation periods under the 1980 Act as a whole. There did not need to be any certainty about the success of the claim, and the test would be satisfied where the claimant had sufficient confidence to justify embarking on actions preliminary to the issue of the claim form (see Clerk and Lindsell at §30-23).

500. The issue of ‘reasonable diligence’ was also considered by the Court of Appeal in Paragon Finance Plc v DB Thakerar & Co [1999] 1 All E.R. 400 CA. The well-known dictum of Millett LJ (at p.418) is invariably cited:

The question is not whether the plaintiffs should have discovered the fraud sooner, but whether they could with reasonable diligence have done so. The burden of proof is on them. They must establish that they could not have discovered the fraud without exceptional measures which they could not reasonably have been expected to take. In this context the length of the applicable limitation period is irrelevant. In the course of argument May LJ observed that reasonable diligence must be measured against some standard, but that the six-year limitation period did not provide the relevant standard. He suggested that the test was how a person carrying on a business of the relevant kind would act if he had adequate but not unlimited staff and resources and were motivated by a reasonable but not excessive sense of urgency. I respectfully agree.

Breach of fiduciary duty

501. This is alleged only against Ms Parry. It was as I have said, a very late amendment to the claim made on 15 August 2025 when the claim was issued on 24 October 2023. The part of the claim alleges that Ms Parry acted as an intermediary between the estate and Mr Julien in relation to the sale of the Estate’s items at the 2021 Auction and proffered advice to the Claimant in relation to the sale. The claimant alleges that the relationship between the claimant and Ms Parry in relation to her actions on behalf of the Estate in connection with the sale was one of trust and confidence, she was aware that she had a duty to act honestly, loyally and in a disinterested manner and had assumed that responsibility, she was therefore subject to fiduciary duties not to profit from her position and to act in good faith. These

duties obliged Ms Parry to disclose to the claimant that she was planning to sell Items in the 2021 auction and that she would benefit financially from this and also from the participation of the Estate in the auction. Ms Parry did not disclose these matters to the claimant and took steps to conceal them. She did not therefore receive any informed consent from the claimant and acted in breach of duty.

502. Ms Parry's position is that she denies that she acted as an intermediary in a manner that would give rise to any fiduciary duties or relationship of trust and confidence. She also denies that she assumed any responsibility to act and advise disinterestedly in respect of the auction. She was not therefore subject to fiduciary duties. She did in any event make appropriate disclosure about her participation in the auction.

503. The leading case on fiduciary duty is Hopcraft and another v Close Brothers Ltd ("*Hopcraft*") [2025] UKSC 33; [2025] 3 W.L.R in which five judges of the Supreme Court handed down a judgment which set out the circumstances in which fiduciary duties arise. The headnote summarises the relevant factors:

Held, allowing the appeals, (1) that fiduciary duties arose where a person consciously assumed (or undertook) responsibility to act exclusively on behalf of another in relation to the management of the property or affairs of the other, in circumstances where he or she knew or ought to appreciate that this carried with it the expectation that he or she would act with single-minded loyalty (meaning an attitude of altruism) to that other in that regard; that such an undertaking or assumption of responsibility could arise where the fiduciary had expressly undertaken to exclude his or her own interests and those of third parties in the conduct of the other's affairs, or where the objectively assessed circumstances (particularly arising out of the acts of the fiduciary) made it appropriate for equity to treat the parties as if such an undertaking had been given; that neither the existence of a relationship of trust and confidence, nor the existence of a relationship in which one party was in a position of power over another who was dependent on him, was sufficient to give rise to a fiduciary duty, each being the consequence rather than the cause of a fiduciary relationship; and that, when considering whether a party to a commercial relationship had undertaken to act exclusively on behalf of the other party, it was necessary to consider with care the terms of any contract between the parties or unilateral undertaking, the wider transaction, and the commercial context of the relationship between the parties (post, paras 90—91, 96—101, 104, 106, 108—110)..

G. CONCLUSIONS ON THE ISSUES TO BE DETERMINED

504. In light of my factual findings and the relevant law, I set out below my conclusions on the issues to be determined. I have summarised my findings in Appendix 1 to this Judgment.

1. Possession / Immediate right to possession of Disputed Items:

- i) Category A – Allegedly Owned Items – has the claimant proved that these Items belonged to Amy and not to the defendants?**

Ms Gourlay – Category A – Allegedly Owned Items

505. In respect of Ms Gourlay, for the reasons given in Section E, I find that she owned the Disputed Items listed in her Category A. The claim in respect of these Items is therefore dismissed.

Ms Parry – Category A – Allegedly Owned Items

506. In respect of Ms Parry, for the reasons given in Section E, I have found that she owned the Disputed Items listed in her Category A, save for Items 57 (Mac lipstick); 58 (Rimmel eyeliner) (where I find that Ms Parry's evidence of ownership was equivocal) and 35 (Pink ballet pumps). In respect of these Items, I find that they were abandoned by Amy and therefore the claimant had no ownership or an immediate right to possession of these Items. Applying *Robot Arenas*:

- i) Amy physically relinquished these Items by discarding them (leaving or casting away) after use in circumstances of divesting abandonment which demonstrate an intention to divest of possession and ownership.
- ii) Given the type of Items (cheap, used make up products) and used ballet pumps which had been defaced and degraded by outdoor wear and swapped out for a new pair – these were exactly the sort of Items that would be discarded in favour of new products (and Amy routinely did so).
- iii) Ms Parry as Amy's stylist had an intimate knowledge of Amy's habits and practices in respect of style items and therefore was well placed to know when Amy had permanently discarded Items.
- iv) Discarding of these sorts of Items was entirely consistent with the undisputed evidence of Amy's character and her non-materialistic and unattached attitude to possessions.

507. I have also found that Ms Parry was the owner of Disputed Item 60 (Origami dress) – one of the Final Tour dresses, which appears in her Category C – Miscellaneous Items.

508. I therefore dismiss the claim against Ms Parry in respect of all Disputed Items in her Category A and Item 60 in her Category C.

ii. Category B – Allegedly Gifted Items – have the defendants proved that valid gifts in law were made to them by Amy?

509. I have considered the evidence of intention to gift from a starting point of suspicion, because Amy is dead and therefore cannot speak for herself (*Thomas* at pages 915-917 and Halsbury's §216 (supra)). I have therefore considered all the evidence with care but have concluded that both legal requirements for a valid gift are satisfied - (1) an intention by Amy to make a gift of an Item; and (2) valid delivery of the Item to the defendant - in respect of all Disputed Items in Category B in respect of both defendants.

510. As regards delivery, the case law and Halsbury's cited (supra) makes it clear that actual manual delivery of the Item is not required. It is sufficient if the defendant was put in possession of the Item by Amy or if the defendant obtained possession with Amy's consent. Delivery does not need to be made at the time of the gift. Delivery first and gift afterwards is just as sufficient as gift first and delivery afterwards. If the defendant was already in possession of the Item (although not for the purpose of an intended gift), an effective gift to the defendant can be made without any further delivery to her. The act which constitutes delivery must be one which in itself shows Amy's intention to gift, it must not be equivocal.

511. As regards intention to gift:

- i) This must be objectively ascertained from the words and conduct of the donor. Subsequent conduct of the donor and donee is relevant in so far as it sheds light on the donor's intention.
- ii) The intention to gift must be proved unequivocally.

- iii) No written documents (receipts, deeds, contracts or more informal documentation such as notes, emails etc) are required, but if any written documents exist then they form an important part of the overall evidential picture.
- iv) The amount or nature of the evidence which will satisfy a court of the existence of intention to gift will vary as applicable to a particular case and to the epoch in which the gift is alleged to have been made. There is no substance to Mr Legge KC's submission that the law does not cater for fluid arrangements between young girls – the common law is perfectly capable of doing so, provided that I am satisfied that those arrangements taken as a whole, prove both intention to gift and delivery.

512. In respect of each Disputed Item in Category B for each defendant, delivery was effected either by Amy physically giving the Item to the defendant, or by the defendant already being in possession of the Item when the gift was made.

513. As regards intention to gift, the following background evidence provides important contextual evidence of an intention by Amy to gift Items to the defendants:

- i) The evidence is undisputed that both defendants met and became very close friends to Amy before she was famous and remained very close friends with her afterwards. Amy valued their friendship a great deal. The defendants were true friends to Amy who went above and beyond to support her and look after her through her good times and bad. Neither ever took advantage of Amy or traded on her fame or their association with her. They were regarded by the claimant and his family as being trustworthy and reliable. They were as generous to Amy as they could be, despite the disparity in their financial situations as her fame grew.
- ii) Both defendants and Amy had very similar fashion styles, interests and social lives. They were also similar clothing and shoe sizes.
- iii) They were all young women in their twenties who spent a lot of time together and went out together a lot. They led rather disorganised, chaotic lives and it is not surprising that they did

not keep receipts of items purchased or documents to evidence gifts made and received. In the circumstances it would have been more surprising if they had.

- iv) Everyone who knew Amy has spoken about her kindness and extraordinary generosity towards her friends and also those she barely knew. This generosity eclipsed most people's and particularly involved gifts of clothing, fashion accessories and other style items to her close friends. She was spontaneous and liked to keep her style fresh and new by refreshing her look regularly and wearing and accessorising new items. If she had worn an item once on stage or out in public, she tended not to wear it again (as is common with celebrities). Amy was just as likely to wear, use and give away small or inexpensive items as she was designer items. As her fame grew, she was given many items by designers, many unsolicited. She had more items than she could ever wear, use or store. A lot of these items she either did not want because they were not her style, or she already had too many, or she had worn in public and therefore did not want to wear again, or she had simply grown tired of. She therefore routinely gave items away to friends and family (and others).
- v) After 2009, Amy's bust size increased following surgery meaning that a lot of her old tops and underwear no longer fitted her.
- vi) No one expected Amy to die when she did and therefore items that she gave away were not expected to have any scarcity value at that time. Given that clothing and accessories are not immutable and are liable to degrade if not looked after, or go out of fashion, it was not expected that the items Amy gave away were, or would be likely to have been, of any great value or importance in the long term. These items were in every sense diminishing assets.
- vii) From everything that is known about Amy, when she made a decision that she no longer liked or wanted an item, it is consistent with her character that she would give that item away to a friend and having done so, would move on and not be likely to change her mind.
- viii) Sometimes when Amy made a gift, she would use words consistent with an intention to gift – which the defendants have referred to in their evidence (see my findings in Section F supra).

At other times, the intention to gift was clear from the nature of the relationship that the defendants had with Amy and established practices that had developed between them (for example the 'protocol' that existed between Amy and Ms Parry (see Section F supra)).

- ix) The above is consistent with the intensely close relationship that Amy had with each defendant, and their young age, such that when she gifted them items, no formality would have been involved. A gift from Amy was often spontaneous and generous and it may have involved few words or at times an unspoken understanding between her and the defendants, born of longstanding and repeated habit, experience and trust, so that each would know what the other meant and that the item was a gift.
- x) Given the extensive and largely unchallenged evidence of the close and trusted friendship between Amy and the defendants, it is not plausible that either of them would have taken advantage of Amy or her generosity or behaved in an underhand way by removing items of Amy's that she had not given them. Consistent with that, I consider that if there was any doubt about whether an item was a gift or a loan, then the defendants would simply have asked Amy for confirmation of whether they could keep the item, rather than just taking it for themselves. Even when each defendant and Amy lived together, the defendant always had their own bedrooms where they could store items that were theirs or that she had gifted them and thereby keep them separate from Amy's property. When leaving a shared property, it would not be difficult therefore for the defendant to pack up the items in her own room without sweeping up items of Amy's. Having tested the evidence of the defendants extensively against the other evidence in the case (as shown in Section E (supra)) I conclude that they are credible and truthful and that I can therefore accept their evidence even when there is no other direct evidence to corroborate it (such as their conversations with Amy and the circumstances in which she gifted Items to them).
- xi) There is corroboration for this background evidence from Mr Winehouse and the Winehouse family as well as the unchallenged evidence of Ms Frost and Ms Osborne.

xii) The claimant does not dispute the large number of items that Amy received from designers and he admitted that he had no reason to doubt that Amy made gifts to the defendants of clothing and other items (which he admitted would have included some of the Disputed Items). He was unable to say how many because he had no personal knowledge of Amy's life with her friends, nor the gifts she made, and no idea what items of Amy's went into the lockup storage facility after she died.

514. Against this background, I turn to the position in respect of each defendant:

Ms Parry – Category B – Allegedly Gifted Items

515. Ms Parry had the dual role of being Amy's close friend and also her stylist. She was probably the friend that Amy spent most time with and who fully understood Amy's attitude to style and fashion and who shared her taste and style. She was therefore the nearest and most obvious person for Amy to gift unwanted Items to.

516. After Amy's death, Ms Parry exhibited Items at the Grammy Museum with cards next to these Items stating that they were from the "collection of Naomi Parry" and then promised some of her Items to the Design Museum so that they appeared in their inventory spreadsheet with her name as 'Lender' and that the Item was to be auctioned. She also spoke to Riva and Alex Winehouse and Mr Winehouse about her intention to put her Items in the 2021 auction. This is consistent with Ms Parry's knowledge that these Items were intentionally gifted to her by Amy and therefore corroborates that intention by Amy to gift.

517. As I have found in Section E (supra), the 'protocol' between Amy and Ms Parry regarding items that Amy no longer wanted is consistent with all the evidence summarised above that is known about Amy and her relationship with Ms Parry. It is inevitable that they developed ways of working together and communicating based on a shared understanding that reflected their intensely close and intertwined professional and personal relationship. The protocol is entirely consistent with this.

518. In respect of some Disputed Items, Ms Parry recalled specific words spoken by Amy and the circumstances - which clearly demonstrate an intention by Amy to make a gift of the Item. Examples of this are:

- i) Disputed Item 4 – Moschino heart bag – Ms Parry gave extensive evidence of the circumstances of the gift and the specific words Amy used. (This bag was photographed in October 2011 by Ms Parry’s boyfriend and the picture was sent by email to Mr Winehouse, Jane Winehouse and Mr Cosbert; it also appeared in the 2021 draft auction catalogue, the Grammy Museum exhibition and the Design Museum inventory spreadsheet with Ms Parry’s name listed as lender and that the Item would be sold at the 2021 auction. These subsequent actions by Ms Parry are clear indications that she owned the Item and are consistent with Amy having gifted the Item to her.)
- ii) Disputed Item 7 (D&G gold leaf dress) – Ms Parry gave extensive and detailed evidence of the circumstances of the gift including that just before Amy went onstage, she decided that she did not like the dress and got Ms Parry to cut the hem off (it subsequently frayed). Afterwards she couldn’t wait to take it off, she gave it to Ms Parry and told her she would not wear it again, so Ms Parry kept it as a gift in accordance with the protocol.
- iii) Disputed Item 12 – Blender dress – Ms Parry asked Amy a few days after the photoshoot if Amy wanted to keep the dress. Amy said that she wouldn’t wear the dress again and that Ms Parry could keep it.
- iv) Disputed Items 16 and 17 – Fendi bracelet and bag – Amy did not want these and told Ms Parry she could keep them.
- v) Disputed Items 31 and 32 – Giorgio Armani handbag / Emporio Armani handbag – both gifts from the designer. Amy said she hated both and that Ms Parry could keep them.

519. In respect of other Disputed Items that were part of the protocol – Ms Parry’s explanations as to how she came to be gifted those items is consistent with the pattern of gifting between them and with everything that is known about Amy and their relationship.

520. In respect of Disputed Items gifted when she lived at Amy's flat in Jeffrey's Place, I find that Ms Parry's evidence provides for words of gift and clear intention to gift given all the surrounding contextual evidence:

- i) Disputed Items 25, 27-30 (Fred Perry Items) – There was no dispute that Amy was given multiple items from the collaboration that Ms Parry arranged. Ms Parry's evidence that Amy gifted these Items to her to show her thanks for making it happen is credible, plausible and consistent with the extrinsic evidence.
- ii) Disputed Items 1, 2, 8 and 44 (Red Roberts radio, desk, David la Chappelle book and Barbie book) – Ms Parry gave detailed evidence that Amy said she could have these Items and the circumstances in which this occurred.

521. Other Items – the evidence is also consistent with an intention to gift, particularly when contextualised by the extrinsic evidence:

- i) Disputed Item 22 (Awards bustier) – Ms Parry's evidence was that it no longer fitted Amy and so Amy told her she could have it. This is consistent with the fact that Amy had had surgery in 2009.
- ii) Disputed Items 9, 18, 20 (black lace top, leopard bustier, pink lace bra, ballet slippers) – Ms Parry has provided as much evidence as she can on the circumstances of Amy's gifting of these items. I consider that this evidence needs to be seen in the context of the other evidence of gifting and the surrounding context which taken together corroborates Ms Parry's evidence that these Items were gifted by Amy as she says.

522. Items gifted at Camden Square (Disputed Items 3, 19, 21, 34, 39): Ms Parry provided explanations for the gifts and in respect of many items – details of the circumstances and words of gift used. I do not find it plausible that Ms Parry would have simply picked up and removed items of Amy's without her permission when she moved out of Camden Square, this is totally inconsistent with everything that is known (and undisputed) about Ms Parry's devotion to Amy. The more plausible explanation is that

Amy made it clear to Ms Parry that these Items were gifts - whether by words, actions or their shared understanding born of years of close friendship.

Ms Gourlay – Category B – Allegedly Gifted Items

523. In Ms Gourlay’s case, I also find that both requirements for a valid gift in law are satisfied – (1) intention by Amy to gift these Items to her; and (2) evidence of delivery of those Items.
524. Many of Ms Gourlay’s Items were gifted to her a very long time ago (mainly in 2003-2004 or 2007-2008) and it is not surprising that she does not remember the specific words of gift used by Amy or much detail of the surrounding circumstances. It would be more surprising frankly if she did. However as with Ms Parry, Ms Gourlay’s evidence must be measured against the significant extrinsic evidence which leads to the conclusion that both legal requirements are met.
525. Of particular relevance was their shared understanding born of a long and close relationship and my finding that Ms Gourlay would not betray her friend by taking Items from Amy that she had not specifically given her. Other important corroborative evidence is that Ms Gourlay was photographed wearing a number of the gifted Items. This contextualises Ms Gourlay’s evidence that Amy was always clear with her, that any items she gave Ms Gourlay were gifts rather than loans and that Amy never asked for any item to be returned, nor did Amy suggest that an item she had gifted still belonged to her. I find Ms Gourlay’s evidence credible and consistent with the other evidence on this topic.
526. After Amy’s death, Ms Gourlay exhibited her Items at the Grammy Museum with cards next to these Items stating that they were from the “collection of Catriona Gourlay” and then promised some of her Items to the Design Museum so that they appeared in their inventory spreadsheet with her name as ‘Lender’ and that the Item was to be auctioned. She also spoke to Mr Winehouse about her intention to auction her Items in the 2021 auction. These actions are consistent with Ms Gourlay’s knowledge that these Items were intentionally gifted to her by Amy and therefore corroborates the intention by Amy to gift.

527. The Disputed Items in which Ms Gourlay was photographed (Items 64, 66, 63, 85, 86, 105, 108, 110, 113, 138, 141, 146, 147) support her case that Amy intended to gift these Items to her. In respect of a number of these Items, Ms Gourlay was able to provide detail of the circumstances of the gift.
528. The other Disputed Item on which Ms Gourlay was cross-examined, (155 – ballet pumps), I have dealt with extensively in Section F (supra). Ms Gourlay has provided detailed evidence supporting an intention by Amy to gift these Items to her, which I accept and which I find is sufficient to prove the legal requirement of an intention to gift particularly when set in the context of the surrounding evidence.
529. In respect of the remaining gifted Items – those gifted whilst she and Amy were living together in Jeffrey’s Place (Disputed Items 61, 62, 80, 90 and 91) – I accept Ms Gourlay’s evidence of the circumstances of these gifts and I do not find that the fact that they were living together undermines this. The fact that Amy and Ms Gourlay were living together means that there was greater opportunity for gifts to be made by Amy – particularly of items that she no longer wanted or had been given but did not want to keep. The obvious person to give these items to is the person who was living with her at the time. Ms Gourlay had her own bedroom at Jeffrey’s Place where she kept her things, and when she moved out, she took all her things with her including the Disputed Items. If Amy regarded the Items that Ms Gourlay had as being loans, she could easily have requested their return given that they were living together in a relatively small flat, and equally for the same reason, it would have been easy to see what items Ms Gourlay had. Applying the same analysis as with the particular Disputed Items that Ms Gourlay was cross-examined on, leads me to the same conclusion that Amy gave these Items to Ms Gourlay to keep.
530. In respect of the other Disputed Items (72, 76, 88, 128-132, 134, 137, 140, 89, 97, 114, 98, 100, 109, 121, 133, 135, 136, 139, 148-151), Ms Gourlay has given convincing evidence of an intention by Amy to gift these Items to her and the particular circumstances in so far as she can, given the significant lapse of time. The circumstances of these gifts are corroborated by the similarity to the circumstances of other gifts made to her, the nature of the items (mainly small items of little value) and the other extrinsic evidence of Amy’s character and their relationship.

531. The remaining Items (144, 87, 94, 95, 106, 119, 120, 75 and 152) - I also find are consistent with the other types of Items gifted to Ms Gourlay by Amy and are corroborated by similar circumstances of other gifts and the other extrinsic evidence.

iii. Category C - Miscellaneous Items – have the defendants proved that they acquired possession of these items in circumstances where the claimant has no immediate right to possession?

Ms Parry – Category C - Miscellaneous Item (Disputed Item 6)

532. In respect of Ms Parry, the only remaining Item to be considered is Disputed Item 6 (D&G split dress). The factual circumstances in which Ms Parry came to be in possession of this dress are set out in Section F (supra). Ms Parry clearly had permission to remove this dress from Camden Square after Amy died. It is entirely understandable why she did this. D&G had lent the dress to Amy through her as the stylist, and she was therefore responsible for its care and return. She needed the dress to be in her possession to fulfil that responsibility. In the event, no return was requested and therefore in accordance with the protocol between her and Amy, it is understandable that Ms Parry kept the dress and regarded it as hers to keep.

533. Unfortunately given that this occurred after Amy's death, she was not able to give consent to the gift and neither was the claimant or the Estate asked for permission to keep the dress as a gift. I do not find that this was because Ms Parry did not want the Estate to know that she had the dress, instead I am sure that it simply did not occur to her that this dress was in any different category to the other 'protocol' items. The fact that Amy's management had given permission for her to take the dress from the house and Mr Winehouse's evidence that this must have been approved by him or Jane Winehouse, does not provide evidence of intention to gift this particular dress to Ms Parry and it is clear that they were not aware of the circumstances relating to that particular dress at that time in any event. Therefore, in light of these findings, I am unable to conclude that there was an intention to gift this dress to Ms Parry by either Amy or the Estate.

Ms Gourlay – Category C – Miscellaneous Items

534. In respect of Disputed Item 96 (Event worn dress – Harvey Nicholls metallic dress) I find that Amy made a valid gift in law of this dress to Ms Parry and that Ms Parry then made a valid gift to Ms Gourlay. Ms Parry was given the dress in 2011 (four years after Amy had worn it at the 2007 Harvey Nicholls event so it is hardly surprising that she would give away a dress that she had not worn in four years). Ms Parry kept it in her styling kit (which is again unsurprising given its unusual gold lame material and style). The circumstances of the gift are set out in Section E (supra) and are consistent with the extrinsic evidence of the way in which Amy gifted other items to the defendants, the relationship between them, my finding that Ms Parry would not have taken any item from Camden Square without being sure that she intended the item to be a gift. They are also consistent with the close relationship between Ms Parry and Ms Gourlay that Ms Parry would give the dress to her close friend as a memory of Amy at a time when both were grieving for her.

535. In respect of Item 107 (Birthday card), I have set out my findings in Section E “Trusts” (supra). For the reasons given therein I find that the claimant’s failure to properly plead his case and comply with the mandatory procedural rules and practice direction leads to the conclusion that the claimant has failed to prove any entitlement to ownership or an immediate right to possession of this item. His claim is therefore dismissed.

Remaining issues

2. In respect of any Disputed Item in the defendants’ possession to which Amy/the claimant had an immediate right of possession when either defendant obtained it:

i. Were there any acts of conversion by the defendants and if so – what acts and when?

536. In light of my conclusions above, the only Item in respect of which the claimant / the Estate has established an immediate right of possession is Ms Parry’s Category C – Disputed Item 6 (D&G Split dress).

537. Ms Parry’s alternative case on this Item is that when she removed it from Camden Square after Amy’s death, this constituted a conversion of the Item. Additionally, or alternatively, keeping the dress

thereafter, dealing with it as her own property and exercising dominion over it, also constitutes conversion.

538. The issue therefore is whether Ms Parry's conduct amounts to deliberate dealing with the dress in a manner inconsistent with the claimant's / the Estate's rights so that they are deprived of the use and possession of it (see *Kuwaiti Air*, approving Clerk and Lindsell §16.07-16.08 supra). There is no doubt that Ms Parry's conduct in taking the dress from Camden Square and thereafter keeping it as her own property, deprived the claimant / the Estate of the use and possession of the dress. Addressing the essential principles of conversion set out by Lord Nicholls in *Kuwaiti Air* at [39]-[42] and supra:

- i) Liability in conversion is strict and applies even though Ms Parry acted in the genuine and reasonable belief that she was entitled to remove the dress and thereafter to keep it as the owner.
- ii) In so doing, Ms Parry's conduct both in removing the dress and then retaining it was deliberate and not accidental.
- iii) The evidence is that Ms Parry had permission from Amy's management to remove the five dresses that were laid out on the sofa in the Camden Square house. Mr Winehouse accepted that that permission would only have been given by him or an immediate member of the Winehouse family. That being so, the act of removing the dress cannot amount to conversion on the authorities, because conversion requires dealing with a chattel in a manner inconsistent with another's rights, therefore if the owner consents to the act, there is no conversion (see Clerk and Lindsell at §16.07 (approved in *Kuwaiti Air*) and *A. Khan Design* (supra).
- iv) Thereafter Ms Parry retained the dress. Unauthorised retention of goods in itself is not conversion, and mere possession is not necessarily inconsistent with owner's rights. Whether what was done amounts to conversion depends on whether the retention of the goods had the effect of excluding the owner from possession of it, whether the person's conduct was inconsistent with the rights of the owner and was so extensive an encroachment on the rights of the owner so as to exclude him from use and possession. This may sometimes depend on whether the owner exercised dominion over the goods (for example wearing an item of

jewellery, locking up tools or stock, or taking a van for a joyride – see Law of Personal Property 33-020 and cases cited (supra). As was made clear in *Kuwaiti Air* whether conversion can be inferred is based on the particular circumstances of the case. A demand and refusal to deliver up the goods are the usual way of proving an intention to keep goods adverse to the owner, but this is not the only way.

- v) Applying the above principles to Ms Parry, once the dress was in Ms Parry's possession, she exercised sole and exclusive dominion over it thereafter as if she was the owner. Over the course of ten years, she used the dress by wearing it, she kept it with her other clothes and personal items, stored the dress in her own premises and moved it with her when she moved house and then after some years stored it in her mother's house. Her method of storage was inconsistent with preserving the dress in the condition in which she acquired it because the dress was simply kept in a cupboard or suitcase which would not have protected it from damage or deterioration. She deliberately kept and dealt with the dress in a way which in every meaningful sense, excluded the claimant / the Estate from possession the dress and excluded them from any right of use or enjoyment of it.
- vi) I find therefore that Ms Parry converted Disputed Item 6 (D&G split dress) and that that conversion occurred prior to 30 October 2017.
- vii) In respect of the other Disputed Items as regards Ms Parry and Ms Gourlay, given my findings in respect of these, the issue of conversion does not arise. However, if I had not found that their respective Category A items were owned by them (but instead by Amy), and if I had not found that their respective Category B items (and Ms Gourlay's Category C Disputed Item 96) were valid gifts in law, then whether conversion is established in respect of any of these Items either at the time they were obtained or thereafter would depend on my factual findings. As such this exercise is rather speculative. However, applying the same analysis that I have applied to Disputed Item 6 (supra) would be likely to lead to similar conclusions in respect of a large number, if not all Category A and B items and Ms Gourlay's Category C Disputed Item 96.

viii) As regards Ms Gourlay's Category C – Disputed Item 107 (the birthday card), if I had found that Amy had an immediate right to possession of the card, then I would have been likely to find that Ms Gourlay converted the card by keeping it, not delivering it to her, not informing her of it and exercising sole and exclusive dominion over it.

ii. In respect of any act of conversion prior to 30 Oct 2017:

a. Does s.32(1)(b) of the Limitation Act apply to postpone or revive the claimant's cause of action?

- i. Did either defendant deliberately conceal any fact relevant to the cause of action – if “yes” – what and when?**
- ii. Did either defendant have any duty to the claimant? If so, what duty?**
- iii. Did either defendant deliberately commit a breach of duty in circumstances where it was unlikely to be discovered for some time?**
- iv. Could the claimant have discovered with reasonable diligence - the deliberate concealment of the relevant fact / breach of duty?**

539. In respect of Ms Parry's Disputed Item 6, the limitation period of six years applies by virtue of section 3(1) of the Limitation Act as it occurred prior to 30 October 2017. The claimant cannot sue in respect of it unless he shows that s.32(2)(b) of the Limitation Act applies – ie: he must show that any right relevant to his cause of action has been deliberately concealed from him by the defendant. If he can, then the limitation period will not begin to run until the claimant has discovered the concealment or could with reasonable diligence have discovered it and if the six year limitation period has expired then s.32(2) operates to revive it (see Section F supra and authorities cited – *Canada Square* (headnote and [96]; [105]-[109]; [153], *Sheldon* and *RG Securities* at [37] and [39], *Franked Investment Income Group*).

540. Given my factual findings, I do not consider that Ms Parry deliberately concealed from the claimant that she was in possession of any of her Items connected with Amy, including Disputed Item 6. In addition, and for completeness, I find that the claimant could have discovered with reasonable diligence that Ms Parry was in possession of, and was claiming ownership of, Disputed Item 6. I set out some examples below, which support my primary finding that the claimant did know that the defendants were in possession of, and claiming ownership of, Items that related to Amy and that they

were intending to sell these Items in the 2021 auction. In respect of each matter, I consider that even if the claimant did not know specifically about Ms Parry's possession of Disputed Item 6, he was on notice that she was in possession of, and claiming ownership of, a number of other significant Items. Reasonable diligence would have led him to ask Ms Parry further questions about precisely what Items she had and obtain a full list of these or make a request to view all her Items himself. Additionally, or in the alternative, a simple enquiry with Mr Julien or a staff member at Julien's Auctions would have resulted in the claimant being provided with information as to which Items were being sold by the defendants in the 2021 auction (which would have included Disputed Item 6):

- i) The claimant was sent an email from Ms Parry in 2011 that demonstrated that Ms Parry had possession and control of the Final Tour dresses and the red Moschino bag (Disputed Item 4).
- ii) In April 2014, Ms Parry emailed Mr Winehouse about an exhibition proposal which referred to Ms Parry providing, "exclusive access to Winehouse's personal wardrobe and accompanying costume she designed for Winehouse's last international tour". This prompted no questions from him.
- iii) In March 2014, Mr Winehouse asked Mr Cosbert to find out whether Amy's tour company had paid for the Final Tour dresses. He admitted that his purpose in doing so was to see if he could get the Final Tour dresses back from Ms Parry. There is no evidence that the claimant ever did try to get the dresses back or make any enquiries with Ms Parry. This can only mean that he was satisfied that the Final Tour dresses belonged to her.
- iv) In April 2014, Mr Winehouse emailed Mr Cosbert saying, "she acts as though the dresses belong to her as well." He did not follow up by questioning Ms Parry about this.
- v) By August 2019 at the very latest, both defendants told Mr Winehouse that they were planning to auction their Items. He did not question them or require a list of the Items they were planning to sell.

- vi) In December 2019, Mr Winehouse spoke to a member of Julien's Auctions staff who told him that they had got items from the defendants. It is notable that Mr Winehouse did not raise any concerns or inquiries in respect of this information.
- vii) Both the defendants and Mr Julien had conversations with Mr Winehouse about the fact that they were selling Items in the auction. Again, he did not raise any concerns or enquiries about precisely what Items they were planning to sell.
- viii) In December 2019, Mr Winehouse and Jane Winehouse received and read the Grammy Museum press release which contained pictures of the Final Tour dresses and red heart shaped Moschino bag.
- ix) Also in December 2019, the 2021 auction press release contained pictures of the Final Tour dresses and red Moschino bag with high reserve prices. By this time Mr Winehouse and Jane Winehouse had the inventory of the Estate's items to be exhibited at the Grammy Museum and it would have been a simple and obvious exercise to compare these, realise that the two did not correlate and then ask further questions. He did not do so.
- x) The Grammy Museum exhibition Items each had a placard on public display stating that Disputed Items in the auction were "from the collection of [the defendants]". Although Mr Winehouse did not go to the exhibition, Janis Winehouse (the other beneficiary of Amy's Estate) did and it is to be expected that if there were any concerns about this, this would have got back to Mr Winehouse.
- xi) Mr Winehouse was in direct communication with Mr Julien and Julien's auctions and could at any time have required to be provided with a list of the Items that the defendants were consigning. He did not do so.
- xii) The email on 17 August 2021 from Jane Winehouse to Mr Julien, cc'd to Mr Winehouse asks that any mention of a donation by the Estate to the AWF should use particular wording which included, "the sellers will donate 30% of the proceeds raised through the sale of lots [XXXX

to XXXX].” This demonstrates that Mr Winehouse and Jane Winehouse knew that there were other lots in the auction which were not owned by the Estate.

- xiii) In August 2021, Mr Winehouse was sent the first draft of the 2021 auction catalogue which contained the defendants’ Items as well as the Estate’s. Given that Mr Winehouse and Jane Winehouse had the auction inventory of the Estate’s items which he also received in August 2021, it would have been a simple exercise to compare these two documents, which would have then revealed precisely what Items the defendants were auctioning (including Disputed Item 6) and if this was genuinely a shock and surprise to Mr Winehouse, he would have raised concerns and demanded explanations. No concerns were raised.
- xiv) In August 2021, Ms Parry told Mr Winehouse that she and Ms Gourlay were “parting with a few things’ in the 2021 auction. Mr Winehouse made no comment about this nor demanded any explanation. He provided a new, and implausible explanation for this for the first time in evidence at trial.
- xv) My findings in respect of the Design Museum inventory spreadsheet which was provided to Jane Winehouse, Mr Winehouse and Ms Cody provided clear evidence that the defendants were claiming ownership of a number of significant Items which they were intending to sell in the 2021 auction. These Items were of a totally different character to “a few notes” and yet when Jane Winehouse and Ms Cody reviewed it (Mr Winehouse had reviewed an earlier draft with Jane Winehouse), no concerns were raised or questions asked. Had Jane Winehouse or Ms Cody had any concerns about this, they would obviously have raised these immediately with Mr Winehouse. They did not do so and nor did Mr Winehouse raise any concerns regarding the draft he received.
- xvi) Mr Winehouse saw a copy of Ms Parry’s book ‘Beyond Black’ before it was published in September 2021. This book featured some of the Disputed Items.

541. Given all the above, I find that neither Ms Parry nor Ms Gourlay deliberately concealed any of their Disputed Items from the claimant and even if I am wrong about that, Mr Winehouse could have discovered what Disputed Items the defendants had with reasonable diligence.

542. For completeness, for the same reasons I find that s.32(2) also does not apply because neither defendant deliberately committed a breach of duty in circumstances in which it was unlikely to be discovered for some time, and therefore they did not deliberately conceal the facts involved in any breach of duty.

543. I therefore find that in respect of Disputed Item 6 - s.32(2) does not apply and therefore by virtue of s.3(1) of the Limitation Act, the claimant's claim is time barred.

544. For completeness, if it was necessary to consider this issue in respect of the other Disputed Items sold by each defendant at auction, I would have reached the same conclusion for the same reasons.

3. In respect of Ms Parry only:

i. Did a fiduciary relationship exist between Ms Parry and the claimant in respect of the 2021 auction?

ii. If "yes", what fiduciary duties did Ms Parry owe to the claimant?

iii. Did Ms Parry breach any fiduciary duties?

545. I have dealt with my factual findings in respect of this issue in Section F (supra). The leading case on fiduciary duty is *Hopcraft* (Supreme Court). Given my factual findings, it is not necessary to cite any part of that case other than the headnote.

546. Miss Parry did not consciously assume or undertake responsibility to act exclusively on behalf of the claimant with respect to the 2021 auction and the Estate's items in that auction. At best, she performed a liaison role and helped out a great deal in respect of the Estate's items and helped with practical arrangements for the 2021 auction and the exhibitions. She also provided Mr Winehouse with reassurance and empathy around the difficult decision of selling his daughter's items.

547. At all times, Mr Winehouse had his own independent line of communication with Mr Julien and the Julien's Auctions staff which did not involve Ms Parry at all, and he was emailed documents such as the 2021 auction press release, the Estate's inventory, the 2021 auction catalogue, and the Grammy

Museum inventory. He asked Julien's Auctions not to allow Ms Parry to see the Estate's auction contract.

548. Ms Parry was not paid by the claimant for any of the help she gave and there was no formal or written arrangement or agreement that she had any agency or intermediary role. Nor did Ms Parry assume such a role. Ms Parry did not undertake to the claimant that she would exclude her own interests or the interests of Ms Gourlay and there is nothing to indicate that Ms Parry should be treated as if such an undertaking had been given. I have found on the evidence that Ms Parry and Ms Gourley did not conceal from the claimant that they were also auctioning Items in the 2021 auction. This demonstrates that Ms Parry never assumed any fiduciary relationship or duties and moreover the claimant would have known that.

Conclusion

549. This claim against both defendants is dismissed. The parties are to agree an order reflecting this judgment.

APPENDIX 1**SUMMARY OF TRIAL JUDGE'S CONCLUSIONS ON EACH DISPUTED ITEM****Category A: D1 (Ms Parry) Allegedly Owned Items**

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendants
7	Mini Freed Ballet Pumps	Owned by Ms Parry	Judgment for defendant (Ms Parry)
11	Karen Millen Dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)
14	Grammy Awards Worn Black Tube Top	Owned by Ms Parry	Judgment for defendant (Ms Parry)
26	Calvin Klein Scarf	Owned by Ms Parry	Judgment for defendant (Ms Parry)
33	Brazil Dress Leopard Print	Owned by Ms Parry	Judgment for defendant (Ms Parry)
35	Pink Ballet Pumps	Abandoned by Amy, therefore claimant has no ownership nor immediate right to possession	Judgment for defendant (Ms Parry)
36	Heart Earrings	Owned by Ms Parry	Judgment for defendant (Ms Parry)
37	Heart Earrings	Owned by Ms Parry	Judgment for defendant (Ms Parry)
38	Chunky Earrings	Owned by Ms Parry	Judgment for defendant (Ms Parry)
45	Tour Fit Dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)
46	Bamboo Tour Dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)
47	Palm Tree Dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)
48	Flamingo Dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)
49	Fish Bones Dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)
50	Snake Skin Dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)
51	Butterfly Dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)
52	"Parry Keet" Dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)
53	Waves Dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)
54	Pineapple Dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)
55	"Itsy bitsy Camden" 2011 European Tour dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)
56	Chains Dress	Owned by Ms Parry	Judgment for defendant (Ms Parry)

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendants
57	Pink Mac Lipstick Styling kit	Abandoned by Amy, therefore claimant has no ownership nor immediate right to possession	Judgment for defendant (Ms Parry)
58	Rimmel Black Eyeliner Styling kit	Abandoned by Amy, therefore claimant has no ownership nor immediate right to possession	Judgment for defendant (Ms Parry)

Category B: D1 (Ms Parry) Allegedly Gifted Items

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendants
1	Red Roberts Radio	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
2	Amy's Desk	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
3	Hermes Scarf	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
4	Red Heart Bag	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
5	D&G Gold Dress	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
8	David LaChapelle Book	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
9	Black Lace Top	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
12	Blender Dress	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
13	D&G Leopard Print Skirt	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
15	Grammy Awards Skirt	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
16	Fendi Bracelet	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
17	Fendi Bag As above	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
18	Leopard Bustier	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
19	Lace Robe	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
20	Pink Lace Bra	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
21	Miu Miu Bag	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
22	Q Awards Bustier	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
24	Shell Purse	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
25	Fred Perry Strappy Dress	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
27	Fred Perry Knitted Top		
28	Fred Perry Check Top		
29	Fred Perry Monogram Jacket		
30	Fred Perry Knitted Dress		
31	Giorgio Armani Handbag with note	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
32	Emporio Armani Handbag	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
34	Pink Gingham Brazil Dress	Gifted to Ms Parry	Judgment for defendant (Ms Parry)

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendants
39	D&G Cardigan	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
44	Barbie Book	Gifted to Ms Parry	Judgment for defendant (Ms Parry)
59	Ballet Slippers	Gifted to Ms Parry	Judgment for defendant (Ms Parry)

Category C – D1 (Ms Parry) Miscellaneous Items

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendants
6	D&G Split Dress	Amy / claimant were owners with immediate right to possession. Item subsequently converted by Ms Parry prior to 30 October 2017.	Judgment for defendant (Ms Parry)
60	"The Origami(Y)" 2011 European Tour Dress		Judgment for defendant (Ms Parry)

Category A: D2 (Ms Gourlay) Allegedly Owned Items

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendants
67	Bandeau Top	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
68	Bandeau Top	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
69	Tropical Bandeau Top	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
70	Striped Bandeau Top	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
71	Striped Bandeau Top	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
77	Cotton Paisley Scarf	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
78	Silk Paisley Scarf	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
81	Suspenders	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
83	Vintage Satin Glove	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
84	Mitten	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
102	Woven Belt And Press Clippings	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
103	Metal Belt	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
116	Negligee	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
117	Negligee	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendants
118	Sheer Combing Jacket	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
122	Embellished Bra	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
123	Vintage Satin Gym Shorts	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
124	Adidas Shorts	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
125	Vintage Bowling Shirt	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
126	Vintage Bowling Shirt	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
127	Vintage Bowling Shirt	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
142	Vintage Clutch	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
143	Vintage Clutch	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
145	Wicker Handbag and Book	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)
156	Striped Bandeau top	Owned by Ms Gourlay	Judgment for defendant (Ms Gourlay)

Category B: D2 (Miss Gourlay) Allegedly Gifted Items

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendants
61	Amy Winehouse Animal Print Leggings	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
62	Pucci Dress	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
63	Vintage Portrait Enid Collins Handbag	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
64	Frank Album Cover and Audition Boots and Magazine	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
65	Leather Heels	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
66	Adidas Stage Worn Dress	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
72	Jack Daniel's Playing Cards	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
75	Mitten Heart	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
76	Playboy Watch	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
80	Pop Art Scarf	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
85	D&G Handbag	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
86	Matthew Williamson Embellished Dress	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
87	"Blake's Lioness" Tank Top	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
88	Polka Dot Handbag	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendants
89	Long Sleeve Top	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
90	Tote Bag And DVD	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
91	Checked Shirt	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
94	Tank Top	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
95	T Shirt and Tear Sheet	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
97	Black Platform Heels (Jonathan Kelsey)	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
98	Platform Heels (Jonathan Kelsey)	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
99	Platform Heels (Jonathan Kelsey)	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
100	Shocking Pink Platform Heels (Jonathan Kelsey)	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
105	Stage Worn Top	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
106	Ben Sherman Jacket	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
108	Arrogant Cat Belt	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
109	Fendi Cuff Bracelet	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
110	Fendi Necklace	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
111	Silk Fendi Scarf	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendants
112	Fendi Scarf	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
113	Fendi Dress and Capelet	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
114	Fendi Dress	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
115	Polka Dot Halter Dress	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
119	Black Lace Bra	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
120	Polka Dot Bra	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
121	Pair Of Sheer Bras	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
128	Mascara	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
129	Makeup	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
130	Chanel No. 5 Body Powder	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
131	Cherry Lip Pencil	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
132	Mac Lipstick	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
133	Laura Mercier Body Wash	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
134	Laura Mercier Tinted Moisturizer	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
135	Laura Mercier Chocolate Truffle Souffle Body Creme	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendants
136	Laura Mercier Chocolate Truffle Souffle Body Creme	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
137	Givenchy Hot Couture Eau De Parfum	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
138	Heart Shaped Sunglasses - black spots	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
139	Heart Shaped Sunglasses - pink	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
140	Hair Clips	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
141	Bambam Earrings	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
144	Handbag	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
146	Armani Dress	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
147	Armani Dress	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
148	Earring	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
149	Hoop Earrings	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
150	Glitter Hoop Earrings	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
151	Glitter Hoop Earrings	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
152	Stage Worn Hoop Earrings and DVD	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)
154	Ballet slippers	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendants
155	Ballet slippers	Gifted to Ms Gourlay	Judgment for defendant (Ms Gourlay)

Category C: D2 (Ms Gourlay) Miscellaneous Items

Item	Description	Trial Judge's Conclusion	Judgment for claimant / defendant
96	Event Worn Dress (Harvey Nichols metallic dress)	Gift to Ms Parry and then onward gift from Ms Parry to Ms Gourlay	Judgment for defendant
107	Birthday Card from Mark Ronson and Adele	Claimant has failed to prove possession or immediate right to possession and breach of trust was not properly or adequately pleaded	Judgment for defendant