



[2025] JMCC Comm 1

**IN THE SUPREME COURT OF JUDICATURE OF JAMAICA**

**IN THE COMMERCIAL DIVISION**

**CLAIM NO. SU2024CD00354**

<b>BETWEEN</b>	<b>JOHN LEVY</b>	<b>1<sup>ST</sup> CLAIMANT</b>
	<b>COURTNEY WILKINSON</b>	<b>2<sup>ND</sup> CLAIMANT</b>
		<b>1<sup>ST</sup> DEFENDANT</b>
<b>AND</b>	<b>GERALD CHARLES CHAMBERS</b>	<b>2<sup>ND</sup> DEFENDANT</b>
	<b>GORDON SHIRLEY</b>	<b>3<sup>RD</sup> DEFENDANT</b>
	<b>TARIK FELIX</b>	<b>4<sup>TH</sup> DEFENDANT</b>
	<b>AMANDA EVANS</b>	<b>5<sup>TH</sup> DEFENDANT</b>
	<b>ERIC EVANS</b>	<b>6<sup>TH</sup> DEFENDANT</b>
	<b>WEST INDIES PETROLEUM (SAINT LUCIA) LIMITED</b>	<b>7<sup>TH</sup> DEFENDANT</b>
	<b>WEST INDIES PETROLEUM LIMITED</b>	<b>7<sup>TH</sup> DEFENDANT</b>

**Injunction - Application for interim injunctive relief – Application to strike out or stay claim and for disclosure – Whether consent judgment entered in St. Lucia dispositive of claim – Whether Defendants to be restrained from treating with company assets - Whether valuation done in St Lucia fair - Whether misrepresentation or fraud - Whether failure to answer valuer’s requisitions ground for complaint - Whether issues more appropriately litigated in St Lucia.**

Symone Mayhew KC, Lemar Neale and Ashley Mair for the 1<sup>st</sup> and 2<sup>nd</sup> Claimants instructed by Mayhew Law

Ransford Braham KC and Christina Thompson for the 1<sup>st</sup>, 4<sup>th</sup> and 5<sup>th</sup> Defendants instructed by Braham Legal

Seyon Hanson and Kayle Sturridge for the 2<sup>nd</sup> and 3<sup>rd</sup> Defendants instructed by Beecher Bravo Hanson & Associates

Georgia Gibson Henlin KC and Keisha Ann Spence for the 6<sup>th</sup> and 7<sup>th</sup> Defendants instructed by Henlin Gibson Henlin

Heard: 27<sup>th</sup> November, 3<sup>rd</sup> December 2024 and January 10, 2025

IN CHAMBERS BY ZOOM

**COR: BATTS J.**

[1] There were four applications listed for hearing before me:

- a. Notice of Application filed by the Claimants on the 30<sup>th</sup> September, 2024 for various forms of interim relief
- b. Notice of Application filed by the 2<sup>nd</sup> and 3<sup>rd</sup> Defendants on the 11<sup>th</sup> November, 2024 to strike out the claim
- c. Notice of Application filed by the 1<sup>st</sup>, 4<sup>th</sup> and 5<sup>th</sup> Defendants on the 13<sup>th</sup> November, 2024 to strike out or stay the claim.
- d. Further Amended Notice of Application by the 6<sup>th</sup> and 7<sup>th</sup> Defendants filed on the 25<sup>th</sup> November, 2024 to strike out or stay the claim.

It was the consensus of all concerned that the applications could conveniently be heard together given that the material and arguments, to resist the interim relief, would also be relied upon to support a stay or striking out of the action. In the circumstances I called upon the Defendants to go first with the Claimants to reply. There was no objection to this order of proceeding.

[2] It was agreed, the matter having been fixed for one day, that each Defendant would have one hour for oral submissions and the Claimant one and a half hours

to respond. Thirty minutes were allocated for any reply. As each party had filed written submissions the time allocated proved quite adequate. Let me at this stage express gratitude to all for the written and oral submissions as well as the professionalism displayed in the course of argument. Given the calibre of counsel appearing this was, of course, expected.

[3] The respective arguments were so well structured that it was with, shall I say, some regret that a ruling had to be made against one or the other. Nevertheless, having carefully reviewed the matter, I made the following orders:

1. The Claimants' application for interim relief is refused
2. The claim is stayed pending the outcome of the litigation in St. Lucia being Claim SLVHCOM2024/0059 filed on the 19<sup>th</sup> September, 2024 or further order of this court
3. Costs to the Defendants against the Claimants to be taxed if not agreed.

[4] My reasons for this decision will be stated as concisely as possible. Given the quantity of evidential material, save and insofar as is necessary to explain my reasons, I will not reproduce it in this judgment. It suffices to outline the factual situation which resulted in these applications. Nor will I be reproducing the detailed, and comprehensively supported, arguments made before me.

[5] The Claimants are former directors, but currently still shareholders, of the 7<sup>th</sup> Defendant. The 7<sup>th</sup> Defendant is a wholly owned subsidiary of the 6<sup>th</sup> Defendant which owns most of its shares. The other Defendants are directors of the 7<sup>th</sup> Defendant. The 4<sup>th</sup> and 5<sup>th</sup> Defendants were appointed to replace the Claimants on the board of directors. The 7<sup>th</sup> Defendant is incorporated in Jamaica. The

6<sup>th</sup> Defendant is incorporated in St. Lucia, does not trade or do business in Jamaica, and has no registered office here.

- [6] The parties or most of them, have been involved in litigation over many years. That includes proceedings in St. Lucia for the winding up of the 6<sup>th</sup> Defendant. In that Petition, being claim #S4UHCM2022/001, the parties by a consent order of the 8<sup>th</sup> March 2022 (see pages 364 and 389 of the Judges Bundle) agreed to a resolution of the issues. This involved the purchase of the Claimants' share in the 6<sup>th</sup> Defendant. The order provided for valuation of these shares and, in that regard, made specific reference to both the 6<sup>th</sup> and 7<sup>th</sup> Defendants. That Consent Order is central to the issue before me and I will set it out in full here, see pages 389 to 391 of the Judges Bundle:

*“Upon reading the Application for Interim Remedies and Application to Discharge the Injunction and the affidavits filed in support*

*AND UPON hearing Counsel for the parties*

*AND UPON the parties agreeing to the terms as set out below*

**IT IS HEREBY ORDERED BY CONSENT THAT:**

- 1. The Company, West Indies Petroleum Limited (“St. Lucia IBC”) and/or the individual shareholders jointly and severally agree to purchase the shares of John Levy and Courtney Wilkinson.*
- 2. An independent valuation of the company shall be carried out by Richard Peterkin of Grant Thornton St Lucia on the condition that a joint instruction letter be sent to the valuer within twenty-one (21) days of this agreement. In the event that the parties are unable to agree on the joint instruction letter to be sent to the valuer each party may send their own letter within seven days of their failure to agree.*
- 3. The valuer is at Liberty to undertake additional due diligence on the assets and the financials of the Company including its subsidiaries in undertaking its valuation.*
- 4. The valuation date shall be as of 8<sup>th</sup> March 2022.*

5. *The parties may put in written questions to the valuer regarding the valuation report within ten (10) days of receiving the report for clarification*
6. *On receipt of the valuation report the parties shall complete the transaction within ninety (90) days subject to any extension to be agreed by the parties and such extension shall not be unreasonably withheld.*
  - a. *On completion the purchasers shall pay the purchase price calculated by reference to the valuation price in exchange for share transfers and certificates in the following companies*
    - i. *West Indies Petroleum Limited ("WIPL")*
    - ii. *West Indies Petroleum Limited ("St Lucia IBC")*
7. *The ninety (90) days shall begin to run upon the final clarification being provided by the valuer of the shares in accordance with paragraph 6 above.*
8. *The injunction is discharged.*
9. *The petition is withdrawn.*
10. *The company shall bear all costs associated with the independent valuation.*
11. *Each party shall bear their own costs of these proceedings*
12. *The petitioners will file and serve this order."*

The Claimants are unhappy with the manner in which the valuation was conducted and the result of the valuation. By Claim SLUHCV2024, filed on the 19<sup>th</sup> September 2024 in St. Lucia, they applied to set the consent order aside, see page 392 of the Judge's Bundle. That claim is supported by Particulars of Claim, filed on the same date, see page 400 of Judge's Bundle. Also filed on that date was an application to stay execution of the consent order, page 410 Judge's Bundle. It is common ground that, although a decision is pending on whether there should be a stay of execution until the trial of that action, there is now in place a stay pending that decision.

[7] The claim before me, filed on the 19<sup>th</sup> September 2024 alleges that the business of the 7<sup>th</sup> Defendant has been conducted in a manner which is oppressive, unfairly prejudicial or in disregard of the Claimants' interest as minority shareholders. The Claimants seek to have the 1<sup>st</sup> to 4<sup>th</sup> Defendants removed as directors; the appointment of independent directors; and, alternatively, orders for the holding of a general meeting of shareholders; for the production of audited and unaudited financials for the periods 2022 to 2023; and of balance sheets and audited reports for that period. They seek to have a loan agreement between the company and the 1<sup>st</sup> to 3<sup>rd</sup> Defendants set aside and compensation awarded for their alleged misconduct. The particulars supporting this claim are to be found at page 644 of the Judges bundle.

[8] It is against this background that the Claimants seek interim relief as follows, page 1 Judges Bundle:

1. *"The time for service of this application be abridged.*
2. *An injunction to restrain, the 7th Defendant, whether by itself, its servants and/or agents or otherwise howsoever from removing dissipating, transferring and/or otherwise disposing of the assets and business of the 7<sup>th</sup> Defendant, except in the ordinary course of business, pending the termination of this matter.*
3. *An injunction to prevent the 6<sup>th</sup> and 7<sup>th</sup> Defendant, whether by itself its servants and our agents or otherwise howsoever from disposing of, mortgaging, assigning, charging or otherwise dealing with any of its shares and/or shares of its subsidiary companies pending the determination of this matter.*
4. *An injunction to restrain the Defendants, whether by themselves, their servants and/or agents, or otherwise, howsoever from implementing any changes to the capital structure of the 6<sup>th</sup> and*

*7<sup>th</sup> Defendant, and or the capital structure of any of its subsidiary companies pending the determination of this claim.*

- 5. An injunction to restrain the Defendants from incorporating any new company or corporate structure as a subsidiary of West Indies Petroleum St Lucia or West Indies Petroleum pending the determination of this matter and/or further order of this court.*
- 6. An injunction preventing the 1<sup>st</sup>- 7<sup>th</sup> Defendants on their own account, or in conjunction with others, and whether directly or indirectly, to establish, develop, carry on or assist in carrying on, be engaged, concerned, interested, or employed in, or provide technical commercial or professional advice to business enterprise or venture established in the year 2024 and engaged in supplying goods and services identical, similar or competitive with the business of the 7<sup>th</sup> Defendant in Jamaica.*
- 7. An order that the 7<sup>th</sup> Defendant do within fourteen (14) days of the service of this order upon them make and serve on the Claimants' Attorneys at law an affidavit disclosing all documents in relation to the asset purchase agreement for the Lime Tree Bay Refinery in St Croix.*
- 8. An order for the 1<sup>st</sup> - 7<sup>th</sup> Defendants to specifically disclose to the Claimant's Attorney-at-Law any and all documents, notes and/or records of any and all transactions between the 6<sup>th</sup> and/or 7<sup>th</sup> Defendants and the 1<sup>st</sup> - 5<sup>th</sup> Defendants to include loans, advances, payments for salary, expenses and benefits or otherwise since January 2021 up to the date of this order.*

9. *An order for the 1<sup>st</sup> -6<sup>th</sup> Defendants to disclose to the Claimants any and all resolution, minutes of meetings or recordings of meetings where the decision to incorporate WIP Energy Limited was taken.*
10. *An order for the appointment of two directors instead of and/or in addition to the 4<sup>th</sup> and 5<sup>th</sup> Defendants to be nominated by the Claimants and approved by the court.*
11. *An order that the 1<sup>st</sup> - 5<sup>th</sup> Defendants, acting as servants and/or agents of the 7<sup>th</sup> Defendant do within fourteen (14) days of the service of this order upon the 7<sup>th</sup> Defendant, serve the Claimants' Attorneys- at-Law copies of the audited and unaudited financials of the (sic) for the period 2022 -2023, balance sheets for the period 2022 - 2023 and auditors report for the period 2022 -2023 for West Indies Petroleum Limited.*
12. *Costs of this application be costs in the claim.*
13. *Such further and/or other relief as this Honourable Court deems fit.*

[9] The terms of the consent order, entered in St. Lucia, give rise to the question whether this application for relief is not more appropriately made there. The response of the Claimants' attorney to that enquiry is that the St. Lucian court has no jurisdiction over the 7<sup>th</sup> Defendant, which is incorporated in Jamaica and, which has neither assets nor business there. It is an answer with some resonance as one of the Defendants' grounds for seeking dismissal of the Claim is that, as against the 6<sup>th</sup> Defendant, this court has no jurisdiction because section 213A of the Companies Act applies only to companies registered in Jamaica, see paragraph 22 of the written submissions of the 6<sup>th</sup> and 7<sup>th</sup> Defendants filed on the 25<sup>th</sup> November 2024. The Claimants explain the joinder,



of the 6<sup>th</sup> Defendant, by the fact that it is a shareholder of the 7<sup>th</sup> Defendant. This reason I accept.

[10] The Claimants' counsel submitted further that the Defendants' conduct, since the entry of the consent judgment in St. Lucia, reflect bad faith and that along with their prior misconduct suffices to raise a reasonable suspicion that the Claimants' have been and/or are likely to be unfairly treated. They complain among other things of the Defendants failure and/or refusal to provide vital information which was requested by the valuer appointed in St. Lucia, see page 57 Judge's Bundle. They therefore also seek, in the application before me, to have those documents and that information disclosed.

[11] The Defendants for their part say this claim should be dismissed, stayed, and/or the court should decline jurisdiction, because these issues are already before the court in St. Lucia. A forum that was selected by the Claimants. Furthermore, the complaints, about non-disclosure and abuse, are raised in the claim which seeks to set aside the consent order. The Defendants also assert that the issues, pertaining to non-disclosure, were the subject of communication with the valuer who indicated that he was able to complete that process successfully without the information, see letter dated 9<sup>th</sup> July 2024, page 434 Judges Bundle, which I quote in its entirety:

1. *"We are writing in response to your recent letter dated July 3, 2024.*

*We have reviewed your comments and objections with respect to*

*Grant Thorton LLP's Comprehensive Valuation Report dated June*

*10 2024 (the "Report") and note the following*

a. **Scope limitations:** *While there were limitations due to nine (9) missing items per paragraph, 3.06 of the report we conducted a thorough examination of over 130 other documents listed in appendix A of our Report. This data encompassed critical financial statements, operational*

information, market analysis, and other relevant documents. It is our view that we undertook sufficient work to support our conclusions. While we believe our analysis is robust and supports our conclusions under the circumstances it is customary to acknowledge that our findings could potentially change with the availability of additional pertinent information.

b. **Lime Tree Bay Refinery:** Based on the information made available to us, it appears that WIP loaned US 21.86 million to Messrs. Shirley, Felix and Chambers ("The Director's Loan") so that they could acquire Lime Tree Bay Refinery through Port Hamilton Refining and Transportation LLLP. We outlined our understanding of the Lime Tree Bay Refinery purchase starting at paragraph 7.34 of the Report. While it is acknowledged that there is uncertainty regarding the ownership structure of Lime Tree Bay Refinery, it is not within our scope to make legal determination or findings of fact in this regard. Our analysis considers the Directors' Loan as a financial asset of WIP and it is included in the overall value of the Company.

c. **Interest on Directors Loan.** EBITDA (Earnings before interest, Taxes, Depreciation and Amortization) is a widely used financial metric that provides a measure of a company's operating performance before accounting for the effects of financing decisions and tax implications. The exclusion of interest from EBITDA is standard practice because it focuses specifically on earnings generated from the business's day-to-day activities. When we calculate maintainable EBITDA we're predicting

*how much the company can earn in the future from its normal business activities. Interest income from the loan isn't part of the business's day to day operations, so it's not included in this future performance estimate. While we don't include interest income in EBITDA we do account for it in the overall evaluation of the Company. We recognized the Directors Loan as an asset and included accrued notional interest income at the Valuation Date because it affects the overall value of the Company.*

*d. **Appraisal of WIPST Property.** In preparing our Report, we relied upon the appraisal prepared by Property Consultants Limited ("PCL"), which appraised the land and building assets owned by WIPST, (the "Port Esquivel Property") as at October 14, 2022. We did not rely on the (NAI) Jamaica Langford and Brown ("NAI") appraisal dated March 7<sup>th</sup>. 2023 which provides an appraisal of industrial land owned by Asphaltic Concrete Enterprise Limited and is located on Spanish Town Road in Kingston, Jamaica, (the "Kingston Property"). The decision to rely on the PCL appraisal was based on several key factors.*

*i. Valuation date: The PCL appraisal was conducted closer to the valuation date of March 8<sup>th</sup> 2022. This ensures that the appraised value reflects the market conditions and property values at that time.*

ii. *Subject property: The PCL appraisal pertained directly to the Port Esquivel property owned by WIP, whereas the NAI appraisal was for a different property altogether. Differences in location, port accessibility, usability, economic activities, regulatory and zoning issues existing infrastructure, among other factors, may contribute to different property values. We are not real estate appraisers and it is outside the scope of our engagement to assess whether the per acre value of the Kingston Property is applicable to the Port Esquivel Property.*

2. *The signed Management Representation Letter is being provided with this letter. We leave it to counsel to determine whether a copy of the letter should be given in the form of a statutory declaration by management.*

3. *After careful consideration of the information provided and items noted herein, we would like to affirm that the report issued is final. Furthermore, we wish to highlight that we based our valuation conclusions on the relevant data and information available free from any undue influence”.*

- [12] In this matter there has not been much dispute about the applicable tests to be applied. In the case of interim injunctive relief, a court ought to be satisfied that there is a serious issue to be tried and thereafter that damages will not be an adequate remedy. The court also needs to be satisfied that the person to be enjoined will be protected adequately by an undertaking as to damages. If the matter of damages and its adequacy is evenly balanced the Court will consider the so called balance of convenience or, as rephrased by Lord Hoffman, the overall justice of the case, see **National Commercial Bank Jamaica Limited v Olint Corpn Ltd [2009] 1 WLR 1405** applying **American Cyanamid Co. v Ethicon Ltd. [1975] AC 396**. Paragraph 1 of the Claimants' Notice of Application will, if granted, have the effect of a Mareva or, in its modern phrasing, a freezing order. In order to grant such an order I have to be satisfied, on a balance of probabilities, that there is a real likelihood of dissipation of assets, see paragraphs 8-11 of my judgment in **West Indies Petroleum Limited v Scanbox et al [2022] JMCC Comm 4** (18 Feb, 2022).
- [13] As regards the application to strike out the claim it is well established that, because it means the removal of a party from the seat of judgment without a trial, it should only be done in clear cases, see **Fair Trading Commission v Supreme Ventures Ltd. et al [2024] JMCC COMM 43** at page 11 and **S and T. Distributors et al v CIBC Jamaica Limited et al SCCA112/2004** (unreported 31<sup>st</sup> July 2007) at page 29.
- [14] A stay of proceedings may occur in a variety of circumstances. In this case the argument is that the same issues are already joined, or may conveniently be addressed, in another forum. In such circumstances it is appropriate, unless injustice is likely, for the court to decline jurisdiction. The main and obvious reason is that it can be potentially embarrassing for courts of coordinate jurisdiction to hear the same issue between the same parties and arrive at

differing results, see, ***West Indies Petroleum Limited v Courtney Wilkinson and John Levy [2023] JMCA Civ 2*** (unreported 20<sup>th</sup> January 2023) per G. Fraser JA at paragraphs 29-39, and her observation at paragraph 53.

***“I agree with the position of the learned judge that the prospect of two claims proceeding between the same parties in respect of the same subject matters is undesirable. The spectre of having different results for the two claims is abhorrent to the court.”***

- [15] Applying the above stated legal principles to the factual situation the fair result seems axiomatic. The Claimants selected St. Lucia as a forum to air their dispute. They then elected to settle the matter by way of consent order. This required that the petition to wind up the 6<sup>th</sup> Defendant be withdrawn. In return the Defendants to this action (or some of them) would purchase the Claimants' shares in the 6<sup>th</sup> Defendant. The process of valuing those shares expressly involved valuing also the shares in the 7<sup>th</sup> Defendant which shares were also to be acquired by the said Defendants. In effect therefore the Claimants, by virtue of the consent judgment, received relief possible pursuant to section 213A of our Companies Act with respect to the 6<sup>th</sup> and 7<sup>th</sup> Defendants.
- [16] The Claim before me, and in which these interlocutory orders are applied for, is brought because the Claimants are unhappy with the result of the valuation in St. Lucia. The Claimants are concerned that because certain disclosures were not made to the valuer their shares have been undervalued. They are also concerned because, since the entry into the consent order, the Defendants have taken loans from the companies and otherwise conducted the affairs of the company(s) to their detriment. They wish freezing and/or other injunctive orders to prevent the Defendants conducting the company's affairs to their exclusion and they wish disclosure of various documents including financial statements and reports. The Claimants argue that if their application in St Lucia, to set aside the consent order, succeeds the petition to wind up the 6<sup>th</sup> Defendant will be relisted

but there will be no relevant relief or protection available to them in St Lucia in relation to the 7<sup>th</sup> Defendant.

[17] I respectfully do not agree. The petition to wind up the 6<sup>th</sup> Defendant was commenced by the Claimants and correctly perceived to be a process by which their entire dispute might be resolved. This is so because the 7<sup>th</sup> Defendant is a wholly owned subsidiary of the 6<sup>th</sup> Defendant. Any assessment of the assets of the 6<sup>th</sup> Defendant necessarily, it seems to me, involves an assessment of the value of the 7<sup>th</sup> Defendant. Similarly, with any fraud or improper dealings in the 7<sup>th</sup> Defendant. The Claimants' elected to have the court in St. Lucia order remedies under their Companies Act. Although there is now a stay in place that order remains in existence until and unless the court in St. Lucia decides it is to be set aside. Therefore, it would be manifestly unjust to allow this claim to proceed until and unless the consent order is set aside. I therefore decline to exercise jurisdiction by way of interlocutory or other relief.

[18] Moreover, the valuation ordered is to be as at the 8<sup>th</sup> March, 2022. The Claimant's complaint in this claim relates mainly to things allegedly done by the Defendants, in relation to the 7<sup>th</sup> Defendant, after that date. If therefore, the court in St. Lucia refuses to set aside the consent order this claim becomes redundant. The Claimants will have been paid for their shares as at that date and be no longer interested in or entitled to anything thereafter. If it is set aside this court should then assess whether this claim should proceed having regard to the reasoning and issues remaining in the St Lucian litigation for example, whether the entirety of the order is set aside or, whatever findings are made in coming to the decision. I therefore decline to exercise jurisdiction by way of interlocutory or other relief.

[19] There is one matter, about which the Claimant complains in this action, which occurred prior to the 8<sup>th</sup> March, 2022. That is the purchase of the Lime Tree Bay refinery in St. Croix. The Claimants seek disclosure of all documents in relation to

that transaction because they say they were misled to believe the asset belonged to the 7<sup>th</sup> Defendant when in fact it did not. This assertion is also one made in support of the application to set aside the consent order. The allegation being that the consent order was obtained by fraud or misrepresentation, see pages 400, 407 and 422 of the Judge's Bundle. Therefore, the issue of who purchased the refinery, and how, is also before the St Lucian court. The 6<sup>th</sup> Defendant owns and controls the 7<sup>th</sup> Defendant and therefore, to the extent it is relevant to that litigation, disclosure orders ought to be obtainable there. Furthermore, the evidence, as seen in the valuer's report at paragraph 7.38 (page 67 Judges Bundle), suggests some clarity as to whether the company owns the refinery. The question, whether the Claimants were misled, will turn not on the asset purchase information as much as on the correspondence and communication at the time of entry into the consent judgment. That, and the consequence of any alleged misrepresentation, should also be a matter for the court in St. Lucia which is considering whether to set the consent judgment aside.

- [20] Finally, there is no evidence before me of actual or threatened dissipation of assets. The refinery, it seems, was acquired by the directors by way of a loan from the company. The directors' loans would be assets of the company and therefore fall to be valued when computing the value of the Claimants' share. I am loathe to make interim orders based upon "*fears*" or "*concerns*" in circumstances where on the face of it a formula for settlement, which involved divestment of any interest in the company after a certain date, has been arrived at. Fairness dictates that the interest and concerns of those who are purchasing, and who naturally wish to move on with their affairs, be balanced against the interest and concerns of those who have agreed to divest themselves of that interest. In this balancing exercise it is not entirely irrelevant to note that consent judgments, in the form of commercial agreements, are not easily set aside or varied, see **Causewell v Clacken SCCA No. 129/2002 (Unreported 18<sup>th</sup> February 2004)**.



[21] The orders stated at paragraph 3 of this judgment were made on the 3<sup>rd</sup> December 2024, and a promise made to put reasons in writing. The promise has been fulfilled. The Claimants applied for permission to appeal, which was not opposed, and permission was granted.

**David Batts**  
**Puisne Judge**

**10<sup>th</sup> January 2025.**