

SAINT VINCENT AND THE GRENADINES

IN THE HIGH COURT OF JUSTICE

SVG HAD 2001/0001

BETWEEN

**ALSTON PENNISTON
GEORGE OSBORNE
HAYDOC DOMINIC
ANSELM GORDON**

Claimants

V

**THE M.V. MS. TINI OF THE PORT
OF ST. EUSTATIUS, N.A. AND
OWNERS AND PARTIES IN THE
M.V. MS. TINI**

Defendants

APPEARANCES:

Mr. J. Bayliss Frederick for Claimants/Respondents

Mr. Richard Williams for Caveator

2002, November 25

RULING

BRUCE-LYLE J: Having regard to the arguments put forward by Learned Counsel Mr. Richard Williams purporting to act for the Intended Caveator CCYY Ltd, in support of his application for this Court to set aside an order it made on 15th November 2002 in favour of the claimants in this suit, I rule as follows:

- [1] A party by filing a notice called a praeceipe for a caveat signed by himself or his solicitor, undertaking to enter an appearance in any action which may be commenced against the property described in the notice and undertake to give bail in such action in a sum not

exceeding an amount stated in the notice or to pay such sum into Court; may cause a caveat against the issue of a warrant for the arrest of such property to be entered in the Admiralty Registry in a book kept there and called the Caveat book. A caveat remains valid for six months unless withdrawn – per Haslbury's Laws of England, 4th Edition, Para. 371 – Entry of caveat (caveat against arrest).

- [2] The entry of a caveat does not prevent a warrant being taken out for the arrest of the property mentioned in the notice, but where any property which is protected by a caveat is arrested, the party who caused the entry of the caveat may by motion apply to the Courts for the discharge of the warrant, and unless the party procuring the arrest shows to the satisfaction of the Court good and sufficient reason for having taken out the warrant, the Court may discharge the warrant and order the payment of damages for loss suffered as a result of the arrest – per para. 372 Halsbury's Laws of England, 4th Edition.
- [3] In the suit before hand a caveat was filed by way of a praeceipe by Learned Counsel Mr. Richard Williams dated the 4th of December 2001 against the release of the M.V. Miss Tini and also against payment out of Court of the proceeds of sale as the intending Caveator, CCYY Ltd, claimed to have an interest to the extent of approximately \$22,510.21 USD or its E.C. equivalent of \$61,157.98 in the M.V. Miss Tini in respect of balance of money due and owing for repairs to the said ship effected at the caveator's shipyard.
- [4] I hold from the foregoing that that caveat has long expired beyond the six months' time limit for its existence. No further renewal of the caveat has been effected by Learned Counsel Mr. Richard Williams. Further, subsequent proceedings in this matter has resulted in various orders by the Court towards the sale of the property M.V. Miss Tini on application by Counsel Mr. Bayliss Frederick for the Claimants, without any intervention by Counsel Mr. Richard Williams in accordance with Part 70 of CPR 2000.
- [5] Learned Counsel Mr. Williams purports to argue on the basis of the existence of this caveat filed on 4th December 2001. His application has no merit as the caveat has expired

and is of no effect. He has further not complied with Part 70 of CPR 2000 which would have clothed him with authority to intervene in this matter.

- [6] I therefore rule that the application from the Learned Counsel Mr. Richard Williams has to fail and the order made by the Court on 15th November 2002 is to stand. There will be no order as to costs.

/s/ Frederick Bruce-Lyle

25.11.2002