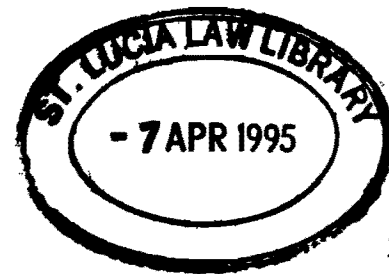


SAINT LUCIA

IN THE HIGH COURT OF JUSTICE
(CIVIL)
A.D. 1994



Suit No. 845 of 1994

BETWEEN:

ANTHONY HENRY

Plaintiff

and

PETER JOSEPH

Defendant

APPEARANCES:

Mr. M. Foster for the Plaintiff
Defendant Served. Does not appear

1994: December 7 and 14.

JUDGMENT

MATTHEW J.

The Plaintiff filed a statement of claim against the Defendant on November 9, 1994 asking for a return of a certain vehicle, damages from breach of contract, interest and costs.

On the same day he filed a summons for interlocutory injunction asking for an order inter alia that the Defendant be ordered to surrender Mazda Pick-up Licence No. TA 9925 to the Plaintiff.

HENRY, ANTHONY
PETER JOSEPH

The summons was supported by affidavit of the Applicant who stated that in or around August 1993 he entered into an oral agreement with the Defendant concerning the vehicle 9925 and that under the terms of the agreement he was to pay the Defendant a deposit of \$9,000; that he was to pay monthly instalments of \$949.00 to the Bank of Nova Scotia; that he was to pay the Defendant's monthly house rent of approximately \$200 a month; that he had to pay the yearly insurance payments of the said vehicle; and he had to service the vehicle once a year.

The Plaintiff further alleged that he was to have complete possession of the vehicle as long as he complied with the terms and that when the payments to the Bank were completed the Respondent would sign over ownership of the vehicle to him.

The Plaintiff alleged that after he had made the 13th payment of the monthly instalments the Defendant seized the said vehicle from his home after demanding \$6,000 from him.

The Plaintiff did not give an undertaking for damages as is required by an Applicant for interlocutory injunction. I have already so ruled in matters where this said Counsel for the Plaintiff has appeared.

I notice too that the writ of summons on the file has not been indorsed in accordance with the Rules of Court.

An affidavit of Patrick George, Special Constable stated that on Saturday December 3, 1994 he served the Defendant with the writ of summons as well as a copy of the interlocutory summons and supporting affidavit. The Defendant has not appeared.

It seems to me that the Plaintiff has an interest to protect and damages may not be a sufficient remedy.

1. Subject to paragraph 2 of this order the Defendant Peter Joseph is ordered to deliver to the Plaintiff Mazda Pick-up Van Registration No. TA 9925 forthwith.
2. The Plaintiff must file a document in Court properly stamped with a proper undertaking as to damages within 5 days failing which the injunction shall cease to take effect.
3. The Plaintiff must also comply with the Rules of Court and make the appropriate indorsement on the writ of summons within 14 days and in default the writ of summons shall be struck off.
4. Costs in this matter to be reserved.

A.N.J. MATTHEW
Puisne Judge