

THE EASTERN CARIBBEAN SUPREME COURT  
IN THE COURT OF APPEAL

SAINT CHRISTOPHER AND NEVIS

NEVHCVAP2025/0009

BETWEEN:

RAMSBURY PROPERTIES LIMITED

Appellant

and

OCEAN VIEW CONSTRUCTION LIMITED

Respondent

**Before:**

The Hon. Mde. Esco L. Henry

Justice of Appeal

The Hon. Mde. Kimberly Cenac-Phulgence

Justice of Appeal

The Hon. Mr. Gerard St. C. Farara

Justice of Appeal [Ag.]

**Appearances:**

Ms. Angela Cozier for the Appellant

Ms. Leonara Walwyn for the Respondent

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2026: April 22;

June 29.

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*Interlocutory appeal – Civil Procedure – Rules 26.9 and 30.3 of the Civil Procedure Rules (Revised Edition) 2023 – Enforcement – Judgment Summons – Procedural Irregularities – Discretion of the Court to regularise defects – Whether Judgment Summons invalidated by errors – Affidavit Evidence as to information and belief – Whether affidavit inadmissible by reason that the affiant is not a director, officer or employee of the judgment creditor company – Committal Proceedings – Absence of Penal Notice – Validity of Committal Order – Essential prerequisites*

The Appellant Ramsbury Properties Ltd ('Ramsbury') leased premises to Ocean View Construction Ltd ('Ocean View') for accommodation of construction workers. Ocean View vacated the premises soon after taking possession, alleging breaches of the lease by Ramsbury. Ramsbury sued for breach of the lease and Ocean View counterclaimed for the return of its deposit of US\$56,000.00. The High Court dismissed Ramsbury's claim and

entered judgment for Ocean View on the counterclaim, ordering repayment of the deposit and awarding prescribed costs. The Court of Appeal and the Judicial Committee of the Privy Council upheld the decision and affirmed the orders.

Following the Privy Council's dismissal of Ramsbury's appeal in December 2024, Ocean View filed a judgment summons with supporting affidavit on 3<sup>rd</sup> April 2025 to enforce the judgment debt. The judgment summons and affidavit contained several errors, including incorrect calculations of the principal debt, accrued interest, daily interest rate, fees and the total amount claimed.

At the hearing on 30<sup>th</sup> April 2025 the judge identified the errors, recalculated the figures, directed Ocean View to file an amended judgment summons to rectify the errors and made orders directing Ramsbury to pay the judgment debt by instalments in accordance with its oral proposal, file affidavit evidence of its financial position and adjourned the hearing for further consideration. The order purported to invoke the committal provisions of CPR 52.5 in the event of non-compliance with the order to make the instalment payments.

Being dissatisfied with the 30<sup>th</sup> April 2025 Order, Ramsbury appealed. Its main contentions were that the judgment summons and supporting affidavit were fatally defective due to the errors they contained and, in the case of the affidavit, it violated CPR 30.3 in that the affiant was not connected to Ocean View and did not attend the hearing for cross-examination; the judge lacked jurisdiction to make the orders before the amended judgment summons was filed and served and the orders were plainly wrong, the judge having erred in principle in making them.

Ramsbury's Notice of Appeal contained three grounds. On Ocean View's application to strike out the appeal (which was heard the same day as the appeal) the court struck out aspects of the grounds of appeal. The remaining grounds disclose four issues for the court's consideration: (i) Whether the supporting affidavit was inadmissible because the deponent was a legal clerk rather than a representative of Ocean View, she was not available for cross-examination and the affidavit contravened CPR 30.3; (ii) Whether the errors in the judgment summons and affidavit rendered the judgment summons invalid and incapable of supporting enforcement proceedings; (iii) Whether the judge had jurisdiction to entertain the judgment summons and made the orders notwithstanding the defects and the direction to file an amended judgment summons; and (iv) Whether the judge properly exercised his discretion in making the orders.

**Held:** Allowing the appeal in part limited to setting aside paragraph 8 of the order, containing the committal order and affirming the remaining orders and ordering that the respondent shall have three-quarters of its costs and the appellant shall have one-quarter of its costs in the appeal to be assessed within 21 days if not agreed, that:

1. Procedural errors or failures to comply with the CPR do not invalidate proceedings unless the rules expressly so provide: CPR 26.9. The court is empowered to regularise procedural defects and make orders to put things right where doing so accords with the overriding objective and causes no prejudice. The errors in the judgment summons concerned miscalculations of accrued interest, fees and totals.

The judgment summons nonetheless substantially complied with CPR 52.3 because it correctly identified the judgment debt, the date of judgment and the principal sum ordered to be paid. The defects were procedural and capable of correction. The judge was entitled to direct the filing of an amended judgment summons as a remedial case-management measure. Ramsbury suffered no prejudice because it had notice of the proceedings and the corrections reduced rather than increased the sums claimed.

**Rule 26.9 of the Civil Procedure Rule (Revised Edition) 2023** applied; **Phillips and another v Symes and others** [2008] 2 All ER 537 applied; **Colliers International Property Consultants v Colliers Jordan Lee Jafaar Sdn Bhd.** [2008] EWHC 1524 (Comm) considered.

2. There is no rule of procedure requiring that an affidavit on behalf of a company be sworn by a director, officer or employee. CPR 30.3 permits affidavits on interlocutory applications to contain matters of information and belief provided that the source is identified. The legal clerk, Ms. Liburd, who swore the affidavit, explained that she managed the litigation file and derived information from the case file. Her affidavit complied with CPR 30.3. The fact that she was not a company officer did not render the affidavit a nullity. Ramsbury failed to demonstrate that cross-examination would have affected the material issues, which were matters of record and mathematical calculation. The judge independently reviewed the figures and did not rely on the erroneous statements contained in the affidavit.

**Rule 30.3 of the Civil Procedure Rule (Revised Edition) 2023** applied.

3. The judgment summons remained a valid originating process notwithstanding the procedural errors. CPR 52.3 confers broad powers on the court hearing a judgment summons, including: powers to receive evidence of means, adjourn the proceedings and order payment of the judgment debt by instalments. The judge did not lose jurisdiction by directing that an amended judgment summons be filed. The orders were made on the judgment summons already before the court, not on the yet-to-be-filed amended judgment summons. Accordingly, the judge was entitled to proceed with the hearing and make enforcement and case-management orders.

**Rule 52.3 of the Civil Procedure Rule (Revised Edition) 2023** applied.

4. The transcript demonstrated that Ramsbury participated fully in the hearing, was afforded an opportunity to challenge the calculations, provide instructions to its legal practitioner and ultimately proposed the instalment payments that were incorporated into the order. The judge merely formalised an arrangement agreed between the parties. No error of principle or improper exercise of discretion occurred.
5. In purporting to invoke the committal provisions under CPR 52.5 in the event of non-compliance, the judge erred. CPR 53.4 mandates compliance with specific procedural safeguards, including service of an appropriate order endorsed with a penal notice on the relevant officer of a corporate judgment debtor. Those

prerequisites had not been satisfied on 30<sup>th</sup> April 2025 before the learned judge made the order. The inclusion of paragraph 8 was therefore legally erroneous and plainly wrong. That paragraph of the order must therefore be set aside.

**Rules 52.5 and 53.4 of the Civil Procedure Rule (Revised Edition) 2023** applied.

6. The effect of the Privy Council's dismissal of the appellant's appeal was that the judgment of Redhead J became final and binding on the parties. Where a judgment debt together with accrued interest and costs remains outstanding and unpaid, the underlying finding is enforceable and certain, and the appellant's dynamic contentions to the contrary lack merit.

## **JUDGMENT**

### **Background**

[1] **HENRY JA:** At issue in this interlocutory appeal is whether the court can entertain and dispose of a judgment summons that contains errors on its face that are repeated in the supporting affidavit and direct that an amended judgment summons containing the corrections be filed subsequently. The judgment summons that is the subject of this appeal arose out of a claim by Ramsbury Properties Ltd. ('Ramsbury') against Ocean View Construction Ltd ('Ocean View') for breach of a lease. A counterclaim was made for the refund of the deposit. The first instance court's judgment dismissing the claim and entering judgment on the counterclaim were upheld by the Court of Appeal and the Privy Council.

[2] The underlying factual matrix is not disputed. The appellant, Ramsbury and the respondent, Ocean View, entered into a lease agreement dated 18<sup>th</sup> June 2009. Under that lease, Ramsbury agreed to lease approximately 8,000 square feet of space at Pinneys Industrial Estate, Nevis to Ocean View for the purpose of providing sleeping accommodation only, for 250 of its Mexican workers who were employed in the reconstruction of the nearby Four Seasons Hotel.

- [3] The lease was for a term of seven months, beginning 20<sup>th</sup> June 2009 at a monthly rent of US\$56,000.00 or XCD152,146.00<sup>1</sup>.
- [4] Ocean View took possession of the premises on or about 20<sup>th</sup> June 2009 but vacated them on 17<sup>th</sup> July 2009, alleging that Ramsbury had breached the terms of the lease, by among other things forbidding the workers from eating or hanging laundry on the premises and failing to provide adequate cooling equipment. Ramsbury filed a claim on 29<sup>th</sup> July 2009 for breach of contract, seeking specific performance and damages in the amount of US\$280,000.00 for breach of contract. In its defence and counterclaim Ocean View sought the refund of the deposit of US\$56,000.00 paid to Ramsbury under the lease.
- [5] On 3<sup>rd</sup> October 2011, Redhead J dismissed Ramsbury's claims and delivered judgment in favour of Ocean View on the counterclaim<sup>2</sup>. Redhead J found that Ramsbury had repudiated the fundamental terms of the lease agreement. He made the following orders:
- (1) The claimant is therefore not entitled to the orders it seeks.
  - (2) The defendant is entitled to the refund of US\$56,000.00 which it paid the claimant company as a deposit.
  - (3) Costs to the defendant company on a prescribed costs basis.
- [6] Ramsbury appealed the decision of Redhead J to this Court. The Court of Appeal dismissed Ramsbury's appeal and ordered costs to be paid to the respondent<sup>3</sup>.
- [7] Ramsbury sought and was granted leave to appeal to the Judicial Committee of the Privy Council. The appeal before the Judicial Committee of the Privy Council was heard on 11<sup>th</sup> November 2024. On 17<sup>th</sup> December 2024, the Privy Council delivered

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<sup>1</sup> The customary exchange rate of 2.7169 was accepted by the parties and is therefore adopted in this judgment.

<sup>2</sup> Decision of Redhead J dated 3<sup>rd</sup> October 2011 at pg. 11 of the Record of Appeal.

<sup>3</sup> Affidavit of Sandra Liburd in support of Judgment Summons at pgs. 8 – 9 of the Amended Record of Appeal.

its decision<sup>4</sup> dismissing Ramsbury’s appeal. The effect of the Privy Council’s dismissal was that the judgment of Redhead J became final and binding on the parties. The judgment debt together with accrued interest and costs remained outstanding and unpaid in the intervening period.

[8] Following the Privy Council’s decision, Ocean View, as judgment creditor, sought to enforce the orders made by Redhead J. On 3<sup>rd</sup> April 2025, Ocean View filed a judgment summons (‘the judgment summons’)<sup>5</sup> for payment of the judgment sum of USD\$56,000.00 and prescribed costs. Paragraph 1 of the Judgment Summons stated:

‘To the Judgment Debtor/Claimant:

1. On the **3<sup>rd</sup> day of October 2011** the High Court, Redhead, J. presiding issued a judgment in favour of the Defendant wherein **the Claimant was ordered to return the amount of \$56,000 USD to the Defendant. The Judgment Debtor/Claimant was ordered to pay costs on a prescribed basis.**’ (Emphasis supplied)

[9] The debt and associated charges and fees were particularised on the second page of the judgment summons as being a total amount of US\$127,790.73 or XCD345,312.78, comprising the principal of US\$108,928.81, accrued interest calculated at US\$181.54 per day from 17<sup>th</sup> December 2024 of US\$17,790.92, court fees of US\$22.00 and legal practitioner’s costs of US\$500.00. The supporting affidavit of Sandra Liburd sworn to on 24<sup>th</sup> March 2025 repeated those figures.<sup>6</sup> In the affidavit, Ms. Liburd described herself as “a legal clerk in the chambers of WalwynLaw” (Ocean View’s legal practitioners). She stated that she had “personal knowledge of the matter” and “have worked on the file”.<sup>7</sup>

[10] The judgment summons came on for hearing before the learned judge on 30<sup>th</sup> April 2025.

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<sup>4</sup> [2024] UKPC 40; pgs. 13 – 31 of the Hearing Bundle re: Notice of Application to strike out the appeal.

<sup>5</sup> Pgs. 3-5 of the Amended Record of Interlocutory Appeal.

<sup>6</sup> At paragraphs 6 and 7 of the affidavit.

<sup>7</sup> At paragraph 2 of the affidavit.

[11] Ramsbury opposed the judgment summons on the grounds that it was not properly before the court because the evidence on affidavit upon which it was grounded could not be relied upon for the following reasons:

- (1) The affiant did not appear before the court to be cross-examined on her evidence on affidavit if necessary; and
- (2) The evidence on affidavit was erroneous.

[12] At the end of the hearing, the learned judge made the following orders<sup>8</sup>:

- (1) The parties are to file and exchange their skeletal arguments and authorities on which cost regime applies no later than the 14th day of May (sic) 2025.
- (2) The judgment creditor is ordered to file and serve an amended Judgment Summons on or before the 1<sup>st</sup> day of May 2025.
- (3) The Judgment Debtor to pay the Judgment Creditor into the Chambers of WalwynLaw the sum of Three Thousand Dollars (\$3,000.00) United States Currency before the close of business on Friday the 2<sup>nd</sup> day of May 2025.
- (4) The Judgment Debtor to pay into the Chambers of WalwynLaw the sum of Seven Thousand Dollars (\$7,000.00) United States Currency no later than the close of business on the 30<sup>th</sup> day of May 2025.
- (5) The remaining balance owing by the Judgment Debtor to the Judgment Creditor exclusive of cost is to be paid by the Judgment Debtor into the chambers of WalwynLaw on or before the 29<sup>h</sup> (sic) day of July 2025.
- (6) The Judgment Debtor is ordered to file and serve its audited financial statements and/or affidavit detailing its true financial position on or before the 15<sup>th</sup> day of July 2025.
- (7) The amended Judgment Summons is fixed for further hearing on the 30<sup>th</sup> day of July 2025 in person.

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<sup>8</sup> Copy of the perfected order exhibited as 'SL2' to the affidavit of Sandra Liburd filed on 5<sup>th</sup> February 2026 in support of the Application to strike out the appeal – pgs. 7-9 of E- Bundle for hearing of Application filed on 13<sup>th</sup> April 2026 ('E-Bundle'). See exhibit at pgs. 33 – 35 of the E-Bundle.

(8) Should the Judgment Debtor fail to comply with Orders 3, 4, 5 and 6, the provisions of CPR 52.5(c) 2 and/or 3 will take effect.

[13] Significantly, the judge prefaced his orders with three recitals including the following:

**AND UPON** this court being satisfied that no court of superior jurisdiction has set aside the order for payment of Fifty-Six Thousand Dollars (\$56,000.0 (sic) United States Currency at paragraph 89 of the said judgment:

**AND UPON** this court being satisfied that there is a point to be resolved on the appropriate prescribed cost regime that applies, it is hereby Ordered and Directed as follows:’

[14] Ocean View filed an amended judgment summons on 30<sup>th</sup> April 2025<sup>9</sup>. Paragraph 1 of the judgment summons remained unchanged. On the second page, the revised total amount was particularised as \$194,354.26. The principal sum sought in the particulars was changed to US\$56,000.00 or XCD152,146.40. The court fees, legal practitioner’s costs and accrued interest were likewise respectively amended to \$80.00, \$4000.00 and \$38,027.86. The daily rate payable with effect from October 2009 was stated to be \$7.67. The sum of \$100.00 in respect of personal service on the judgment debtor was included.

[15] Being dissatisfied with the judge’s order, Ramsbury filed an application for leave to appeal on 2<sup>nd</sup> May 2025, together with an application for a stay of execution. On 24<sup>th</sup> June 2025, Ward JA granted leave to appeal as well as a stay of execution of the judge’s order pending the hearing and determination of the appeal.

[16] Ramsbury filed its notice of appeal on 16<sup>th</sup> July 2025 and advanced the following grounds of appeal:

(1) The learned judge erred in law and did not take into account the fact that the judgment summons filed on the 3<sup>rd</sup> April 2025, upon which he gave his order of the 30<sup>th</sup> April 2025, was irregular for a number of reasons, including that no affidavit evidence was presented by one of

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<sup>9</sup> At pgs. 47 – 49 of the E-Hearing Bundle filed on 13<sup>th</sup> April 2026 re: Application to Strike out the appeal.

Ocean View's representatives; the errors in calculation of the amounts owed resulted in uncertainty as to the quantum and nature of what was being enforced; the judge ordered the filing of an amended judgment summons and made an order on the defective judgment summons; Sandra Liburd was not present for cross-examination; her affidavit contravenes CPR rule 30.3 and contained blatantly wrong, scandalous and oppressive statements (including an incorrect date as to the Privy Council decision) and should not have been taken into account; the judgment summons was woefully misconceived as costs were confused and conflated with damages even though no order had been made as to damages; in violation of CPR rule 52.4 the amended judgment summons was never filed and served; and the judge erred by making the orders to enforce the irregular judgment summons or on an unfiled and unserved amended judgment summons.

- (2) The finding made by Redhead J in 2011 that 'the defendant company was entitled to a refund of its deposit' was not in fact an order of the court because it lacked certainty.
- (3) If the Court of Appeal does not set aside the order of the learned judge dated 30<sup>th</sup> April 2025, the applicant will be forced to pay amounts which were given on a whim and with no stated basis, and which, in any case, may be nullified if, as the applicant contends, the finding of the court made by Redhead J in 2011 was not in fact an order of the court because it lacked certainty.

[17] On 5<sup>th</sup> February 2026, Ocean View filed an application to strike out the appeal. The strike out application was heard before the full court on the same day as the appeal - 22<sup>nd</sup> April 2026. The Court made the following orders on the strike out application:

- (1) The notice of application filed on 5<sup>th</sup> February 2026 to strike out the interlocutory appeal filed on 16<sup>th</sup> July 2025 is dismissed with respect to ground of appeal 1.

- (2) The notice of application filed on 5<sup>th</sup> February 2026 to strike out the interlocutory appeal filed on 16<sup>th</sup> July 2025 is granted with respect to ground of appeal 2 and the second part of ground of appeal 3, inclusive of the words “in any case, may be nullified if, as the Applicant contends, the finding of the Court made by Redhead J in 2011 was not in fact an Order of the Court because it lacked certainty”.
- (3) Ground of appeal 2 and the second part of ground of appeal 3, inclusive of the words set out in paragraph 2 of this order, are struck out.
- (4) The application to discharge the stay of execution is dismissed.
- (5) No order as to costs.

[18]

**Issues**

Based on the foregoing, the live issues for determination by this Court on the interlocutory appeal are as follows:

- (1) Whether Sandra Liburd’s affidavit was rendered inadmissible for non-compliance with CPR 30.3, her absence from court for cross-examination and/or by reason that she was not a representative of Ocean View.
- (2) Whether the judgment summons filed on 3<sup>rd</sup> April 2025 was irregular for any of the reasons alleged, was therefore not properly before the court and invalidated the proceedings.
- (3) Whether the learned judge had jurisdiction to make the orders that he did on the judgment summons and whether he did so on the basis of an amended judgment summons to be filed and served a day later on May 1<sup>st</sup> 2025.
- (4) Whether the judge erred in law and exercised his discretion improperly in making the orders on 30<sup>th</sup> April 2025.

## Parties' Submissions

### Ramsbury's Submissions

[19] Ramsbury submitted that the Judgment Summons and supporting affidavit were irregular on several counts. Firstly, the affidavit evidence supporting the summons was made by a person who had no relationship with Ocean View and was merely its solicitor's clerk. Further, she was not made available for cross-examination. Ramsbury contended that the affidavit testimony contravenes **CPR 30.3** and therefore the Court should not have considered it. **Blue Lagoon Management Ltd. v Petrodel Investment Advisers Nevis Ltd et al**<sup>10</sup> was cited as authority for this proposition. Additionally, it was argued that Ms. Liburd's averments and the particulars on the judgment summons were so erroneous that the judge had to intervene and attempt to make corrections and order that an amended judgment summons be filed. Ramsbury reasoned that the judge erred in making that order because Ramsbury was not given adequate notice and further it was contrary to the **Civil Procedure Rules Revised Edition 2023 ('CPR')**.

[20] Ramsbury argued further that the date of the Privy Council hearing was incorrectly stated in paragraph 5 of the affidavit while paragraphs 6 and 7 contained blatantly wrong statements that are scandalous and oppressive, in that the daily rate of interest and the total sum outstanding were not correct and therefore there was no proper quantification of the sums sought to be enforced and no indication that the 30<sup>th</sup> April 2025 order complied with the interest rate prescribed in the **Judgments Act**<sup>11</sup>. It was submitted that the rationale for the filing of an amended judgment summons was that the original summons was procedurally irregular and therefore not properly before the court. Ramsbury contended additionally that by reason of the defects in the judgment summons it could not be relied on and therefore must be disregarded or set aside.

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<sup>10</sup> NEVHCV2021/0030 (delivered on 2<sup>nd</sup> June 2021, unreported).

<sup>11</sup> Cap. 3.14 of the Laws of Saint Christopher and Nevis.

[21] Ramsbury submitted that pursuant to **CPR 52.4** service of a judgment summons must be effected personally not less than seven days before the hearing date and the judgment creditor is required to file an affidavit of service at least three days before the hearing. In the circumstances of this case, effectively, the orders made by the judge were purportedly in relation to the yet-to-be-filed and served amended judgment summons and not in relation to the defective judgment summons. As a consequence, the judge thereby erred in law in making the orders in that no sufficient notice of the amended judgment summons was given before the orders for payment were made. They were therefore not validly made and constitute an improper exercise of discretion by the judge in the absence of cogent evidence, a stated basis for so doing and inadequate notice. Ramsbury cited **Jenkinson v Robertson**<sup>12</sup> and **Re O (Care Proceedings)**<sup>13</sup> in support. It was further submitted that Ramsbury was not given an opportunity to be examined as to its means to pay the debt. Therefore, there was no legitimate basis on which the judge could have decided to include in the order a threat of imprisonment directed at its director.

[22] Ramsbury argued further that costs were conflated with damages even though no order was made for damages. The transcript disclosed that this point was not taken before the learned judge. It is therefore disregarded.

#### **Ocean View's Submissions**

[23] Ocean View countered that Ramsbury's criticisms of Ms. Liburd's affidavit evidence are unfounded because **CPR rule 30.3(1) – (2)** authorises the inclusion of details obtained by an affiant through information and belief, provided that the source is identified. It was submitted that Ms. Liburd drew on her clerical management of and familiarity with the case file over several years and disclosed in her affidavit her role with the same and the basis of her knowledge. Therefore, her affidavit evidence complied with the requirements of CPR rules 30.3(1) and (2). It was argued that

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<sup>12</sup> [2022] EWHC 791 (QB).

<sup>13</sup> [2024] EWCA Civ 696.

Ramsbury's reliance on **Blue Lagoon** is misplaced. Reliance was placed on **Lall v Attorney General of Grenada**<sup>14</sup>.

[24] Ocean View accepted that there were errors in Ms. Liburd's affidavit. It was submitted that notwithstanding those defects CPR rule 26.9 renders them immaterial absent prejudice to Ramsbury. It contended that 'minor clerical misstatements' (e.g. interest calculation) were corrected by the learned judge. It contended that instead of causing prejudice to Ramsbury the judge's re-calculation of the interest ensured fairness. Furthermore, by directing that an amended judgment summons be filed, the judge thereby took steps to regularise the summons, pursuant to his case management powers under CPR rule 26.9.

[25] It was submitted further that Ramsbury had notice of the judgment summons and participated in the proceedings. Ocean View reasoned that Ramsbury therefore suffered no prejudice when the court determined the judgment summons on the strength of the information outlined in it and the supporting affidavit. Additionally, Ocean View argued that Ramsbury proposed instalment payments during the hearing and offered exact sums in circumstances where the judge was entitled to embody the offers in an enforceable order. This gave practical effect to the parties' position in furtherance of the overriding objective. It contended that Ramsbury could not rely on the procedures adopted at the hearing and later challenge them, as this would have the effect of approbating and reprobating, a practice criticised by the Caribbean Court of Justice in **Attorney General v Veda Doyle**.<sup>15</sup>

[26] It was submitted further that the court in the exercise of its case management powers<sup>16</sup> may make an order for purposes of case management and in furtherance

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<sup>14</sup> Note – The *Lall v Attorney General of Grenada* case cited by the respondent was not supplied to the Court as required, and despite exhaustive research, official citations or transcripts could not be located. The Court is therefore unable to rely upon the assertions extracted from it.

<sup>15</sup> Note – The *Attorney General v Veda Doyle* case cited by the respondent was not supplied to the Court as required, and despite exhaustive research, official citations or transcripts could not be located. The Court is therefore unable to rely upon the assertions extracted from it.

<sup>16</sup> Pursuant to CPR rule 26.1(2)(w).

of the overriding objective, the sole caveat being to ensure that no prejudice is caused to the party adversely affected. **Shillingford v Attorney General of Dominica**<sup>17</sup> was cited in support.

[27] As to service of the judgment summons, Ocean View acknowledged that CPR rule 52.4 mandates service at least seven days before the hearing, adding that the purpose is to ensure notice and fairness as emphasised in **Re O (Care Proceedings)**. It was submitted that this purpose was satisfied by the service of the judgment summons on Ramsbury before the hearing. No prejudice ensued where the judgment debtor appeared at the hearing with counsel and participated fully in the proceedings.

### **Discussion**

[28] It is a matter of record that the amended judgment summons was not before the learned judge when he made the orders being appealed against. It was therefore not permissible for him to contemplate the filing of the amended judgment summons in determining the judgment summons and the making of the 30<sup>th</sup> April Order. For this reason, the only originating process that could conceivably be under consideration on that date was the judgment summons filed on 3<sup>rd</sup> April 2025. That is the only judgment summons that is relevant for purposes of this appeal.

[29] The orders that are the subject of this appeal relate to case management<sup>18</sup> and enforcement of a debt. They were therefore made in exercise of a judicial discretion. It is well-established that an appellate court seldom interferes with a lower court's exercise of discretion. It may do so only if satisfied that the judge erred in principle by failing to take into account relevant factors or by having regard to irrelevant matters as a result of which he or she made a decision that is plainly outside the

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<sup>17</sup> Note – The Shillingford v Attorney General of Dominica case cited by the respondent was not supplied to the Court as required, and despite exhaustive research, official citations or transcripts could not be located. The Court is therefore unable to rely upon the assertions extracted from it.

<sup>18</sup> Namely filing of the amended judgment summons, disclosure of the audited financial statements and affidavits of means and for a further hearing.

ambit of reasonable discretion: **Michael Dufour et al v Helenair Corporation Ltd et al.**<sup>19</sup> Those principles are borne firmly in mind in considering the issues in this appeal.

[30] The first and second issues deal with complaints about irregularities in the judgment summons and supporting affidavit. They engage similar legal principles and are appropriately addressed together.

### **Are the Judgment Summons and Affidavit Invalidated by the Alleged Irregularities?**

[31] It is settled law that non-compliance with procedural rules does not automatically invalidate civil proceedings. In fact, proceedings are only rendered invalid by procedural irregularities if so provided by a rule of court, practice direction ('PD'), court order or direction. This principle has been codified in CPR rule 26.9 (2) which states:

'(2) An error of procedure or failure to comply with a rule, practice direction, court order or direction does not invalidate any step taken in the proceedings, unless a rule, practice direction, court order or direction so provides.'

[32] A judge is empowered by sub-rules (3) and (4) respectively to regularise a procedural error on or without an application by a litigant. Those sub-rules provide:

'(3) If there has been an error of procedure or failure to comply with a rule, practice direction, court order or direction, the court may make an order to put matters right.'

(4) The court may make such an order to put matters right on or without an application by a party.'

[33] In the exercise of the discretion to correct procedural irregularities, the judge is required to give effect to the overriding objective of the **CPR**.<sup>20</sup> He must act judicially and consider what, if any, prejudice or advantage would be occasioned to a party by his decision. It is now accepted as the modern practice that the interest of justice

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<sup>19</sup> Saint Lucia Civil Appeal No. 4 of 1995 (delivered 12<sup>th</sup> February 1996, unreported).

<sup>20</sup> See CPR rule 1.2.

favours permitting a defaulting party to rectify a procedural error where the other party would not be thereby prejudiced. In appropriate cases, any prejudice may be counter-balanced by a costs order or other relief. See: **Colliers International Property Consultants v Colliers Jordan Lee Jafaar Sdn Bhd**.<sup>21</sup> in which the corresponding English CPR provision CPR 3.10 was considered and the decision in **Phillips and another v Symes and others**<sup>22</sup> applied. In the latter case, the House of Lords opined that rule 3.10 may be invoked to regularise service of the claim form out of the jurisdiction on the respondents although, contrary to CPR 7.5, the English language version of the claim form was inadvertently omitted from the package of documents sent to the Swiss authorities for service out under the Hague Convention. The court was of the view that two questions had to be considered. In those circumstances, the first was whether the court was empowered by the provision to decide that the service without the English claim form was sufficient for purposes of CPR 6.9<sup>23</sup> and secondly, should the court exercise that power?<sup>24</sup>

[34] For comparison, the English CPR rule 3.10 provides:

‘Where there has been an error of procedure such as a failure to comply with a rule or practice direction-

- (a) The error does not invalidate any step taken in the proceedings unless the court so orders; and
- (b) The court may make an order to remedy the error...’

[35] In the case at the appeal bar, it is not disputed that judgment was entered against Oceanview for the principal sum of US\$56,000.00 which yields on conversion, the Eastern Caribbean Currency equivalent of \$152,146.40 with interest payable at the daily rate of \$7.67 based on the statutory rate of 5% prescribed by the **Judgments Act**<sup>25</sup>. There is also common ground that the judgment summons and Ms. Liburd’s supporting affidavit contained errors in relation to the principal amount owed, the accrued interest, the daily rate of interest payable, the court fees, legal practitioner’s

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<sup>21</sup> [2008] EWHC 1524 (Comm) where the default was a failure to serve complete copies of exhibits with the witness statements.

<sup>22</sup> [2008] 2 All ER 537.

<sup>23</sup> Stipulating the service requirements.

<sup>24</sup> At paragraph 30 of the judgment.

<sup>25</sup> Section 7, Cap. 3.14 of the Laws of Saint Christopher and Nevis.

fees and the total sum of the judgment debt and an omission in respect of service fees. It is likewise indisputable that the judgment summons contained the date of the judgment in the High Court and the amount directed to be paid on that date.

[36] The transcript reveals that at the hearing in the High Court, Ramsbury's legal practitioner inquired about how the US\$108,928.81 was calculated<sup>26</sup> whereupon a series of exchanges took place between the learned judge and both counsel, during which it was accepted that the judgment ordered the payment of US\$56,000.00. Early in the hearing the Eastern Caribbean Currency equivalent of USD56,000.00 was calculated along with the applicable daily rate of interest. At that juncture, the judge said to counsel for the appellant:

'... I am doing the math now, you are going to file an amended judgment summons, in any event, for the correct figure I'm simply doing the math to make sure we understand where we are.:'<sup>27</sup>

He continued later in the exchange:

'I am subject to your correction on that and we've only gone through this exercise so that the other side is not caught unaware by whatever figure you decide to put in your amended judgment.'<sup>28</sup>

He later added:

'So, order two (2) is that you're going to file an Amended Judgment Summons on or before May 6, I would say, 2025 because my math is at variance with the math on your Judgment Summons. And that, it seems to me, deals with part of Mrs. Cozier's concern about what some sum should apply. Mrs. Cozier, any additional submission?  
MRS ANGELA COZIER: Yes.'<sup>29</sup>

[37] The following exchange then took place between the judge and learned counsel Mrs. Cozier:

'THE COURT: 6th of May for filing of the Amended Judgment Summons, filing and service.  
What else you want to say about the validity of the judgment sums? Because I've done, dare I say, some of the work for you.'

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<sup>26</sup> Pgs. 32 – 33 of the transcript of trial proceedings in the High Court in Ramsbury Properties Ltd v Oceanview Construction Ltd before Thompson J (30<sup>th</sup> April 2025) ('the transcript').

<sup>27</sup> Pg. 41 of the transcript, lines 3-6.

<sup>28</sup> Pg. 42 of the transcript, lines 15 – 18.

<sup>29</sup> Pg. 43 of the transcript, lines 2 – 7.

MRS ANGELA COZIER: Yes, you have, sir.

THE COURT: Right.

MRS ANGELA COZIER: The other issue that I have is that the court fees on sums is in U.S., which I find somewhat surprising as it would've been filed in this court.<sup>30</sup>

...

'MRS ANGELA COZIER: So basically, sir, just the court fees on summons should have been in E.C. because this is the sum in E.C. that you provided, sir.'<sup>31</sup>

...

'MRS ANGELA COZIER: Also, the legal practitioners costs on summons is also in E.C.'<sup>32</sup>

...

'MRS ANGELA COZIER: So, My Lord, then, I believe the Court would've dealt with the daily rate and the total.

THE COURT: Yes.

MRS COZIER Yes. So, I have nothing further to say on that.'<sup>33</sup>

[38] Throughout the foregoing exchange and after, the transcript reveals that Ramsbury's legal practitioner did not object to the learned judge's indication that he intended to direct Ocean View to file an amended judgment summons. The court then engaged counsel on the question of forthcoming payment(s) to satisfy the judgment debt. Learned counsel persisted in raising the issue of errors on the judgment summons in the following terms:

'MRS ANGELA COZIER: What is before the Court is a judgment letter summons that is clearly erroneous. I would venture to say, My Lord, that once the corrected –'<sup>34</sup>

'MRS ANGELA COZIER: This is an incorrect judgment Summons, sir.'<sup>35</sup>

'MRS ANGELA COZIER: My Lord, um, I believe it would be wise in all of the circumstances to have the amended judgment summons filed and respond to that.'<sup>36</sup>

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<sup>30</sup> Pg. 43 of the transcript, lines 8 – 16.

<sup>31</sup> Pg. 47 of the transcript, line 17 – pg. 48, lines 1-2.

<sup>32</sup> Pg. 48 of the transcript, lines 5-6.

<sup>33</sup> Pg. 48 of the transcript, lines 9-14.

<sup>34</sup> Pg. 51 of the transcript, lines 3-6.

<sup>35</sup> Pg. 52 of the transcript, lines 13-14.

<sup>36</sup> Pg. 53 of the transcript, lines 8-10.

[39] Additionally, Ramsbury's legal practitioner indicated that there were concerns about Ms. Liburd supplying the supporting affidavit. The transcript contains the following exchange:

'MRS ANGELA COZIER: My Lord. There are significant difficulties with this judgment summons. Significant. And I did –

THE COURT: Well, you raised them with me and we've gone through them. What other difficulties, save for what we've mentioned?

MRS ANGELA COZIER: It's not properly before the court, simply because the affiant supporting this judgment summons is a legal clerk in the Chambers of the attorney for the judgment debtor.

THE COURT: But, Mrs. Cozier –

MRS ANGELA COZIER: The Court of Appeal has made that clear.

THE COURT: Mrs. Cozier, that's procedural.

MRS ANGELA COZIER: Correct.<sup>137</sup>

[40] The learned judge pointed out to learned counsel that the figure as calculated in court is substantially less than the figure on the judgment summons. She agreed. Thereafter, the exchange between learned counsel and the judge focussed largely on what, if any, payment would be forthcoming from Ramsbury in satisfaction of the judgment debt.

[41] Ramsbury's principal legal contention about the judgment summons is that once the judge acknowledged the errors in the figures entered on the judgment summons, it could not found coercive enforcement orders unless corrected. Essentially, Ramsbury maintained that the filing and service of the amended judgment summons was a jurisdictional prerequisite that could not be cured by CPR rule 26.9.

[42] For its part, Ocean View countered that Ramsbury had full notice of the proceedings inclusive of the correct amount of the judgment debt, that it participated fully in the hearing and suffered no prejudice. Further, that the learned judge corrected all of the apparent errors having reviewed the calculations.

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<sup>37</sup> Pg. 57 of the transcript, lines 1-15.

[43] Applying the learning in **Phillips and another v Symes and others**, it is clear that the two fundamental questions that arise for consideration are whether the court was empowered by CPR 26.9 to make an order to regularise the errors in the judgment summons; and if so, whether it should make such an order. In deciding those questions, it is imperative to ascertain what procedure is prescribed for a judgment summons.

[44] CPR 52.3(1) stipulates that a judgment summons must be in Form 21 and contain the date and details of the judgment or order requiring payment of the debt and the amount of interest claimed to the date of application and the daily rate thereafter. It states:

'52.3 (1) An application to commit a judgment debtor for failing to pay all or part of the judgment debt must be made by way of judgment summons in Form 21 and must state —

- (a) any payment that has been made by the judgment debtor;
- (b) the date and details of the judgment or order requiring payment of the debt; and
- (c) the amount of interest claimed to the date of the application and the daily rate thereafter.'

These stipulations are matters of procedure and are therefore amenable to remedial orders under CPR rule 26.9.

[45] The judgment summons filed on 3<sup>rd</sup> April 2025 was in Form 21, indicated that no payments had been made by Ramsbury, set out the date of the judgment requiring payment of the debt and included the amount of the debt. It incorrectly stated the amount of accrued interest and the daily rate of interest. It therefore satisfied the requirements specified in rule 52.3(1) except as regards the particularisation of accrued interest and daily interest rate. Notably, those details were capable of calculation by reference to the original judgment debt of US\$56,000.00 and the statutory interest rate of 5% per annum. The associated charges and fees were also erroneous but were not expressly mandated under the rule and were fixed charges for service of the judgment summons and legal practitioner's fees. Accordingly, the judgment summons substantially complied with the dictates of CPR rule 52.3(1).

[46] Apart from the errors in the figures entered in the particulars section of the judgment summons, Ramsbury identified no other concerns with it. To his credit, the judge recognised that the particulars had to be amended. There was nothing procedurally improper with him highlighting those errors and noting that amendments were required. His direction that an amended judgment summons be filed was nothing more than a remedial case management step. The judge was alive to the fact that the proposed corrections would serve no prejudice to Ramsbury because not only had it been served with the judgment summons, but the corrections would also in each case effect a decrease (as opposed to an increase) in the amounts claimed, in line with the judgment of the Privy Council and echoed in Ramsbury's representations at the hearing. In those circumstances, no complaint of lack of notice can realistically be sustained. I am satisfied that on the uncontested factual matrix, Ramsbury was afforded adequate notice of the particulars stipulated in rule 52.3(1).

[47] Furthermore, in light of **CPR rule 26.9** and the application of a similar rule in **Colliers International Property Consultants v Colliers Jordan Lee Jafaar Sdn Bhd.** and **Phillips and another v Symes and others** the errors identified by Ramsbury and accepted by Ocean View and the judge constituted procedural defects which did not invalidate the judgment summons or the proceedings. The judgment summons having been served on Ramsbury was properly before the court, albeit erroneous in some respects. It follows that the court was empowered to regularise the judgment summons by directing that an amended judgment summons be filed.

[48] The transcript demonstrates that the judge appreciated and considered that Ramsbury's complaints regarding the judgment summons engaged rules of procedure. He had regard to the interest of justice and whether any prejudice would be occasioned to Ramsbury by proceeding with the hearing on the basis of the irregular judgment summons. He afforded Ramsbury fulsome opportunity to highlight any concerns with the content of the judgment summons and Ramsbury participated fully in the process. Having taken this approach, in my opinion the judge was entitled to exercise his discretion in making an order to regularise the judgment

summons by directing that an amended judgment summons be filed subsequently. No prejudice was thereby caused to Ramsbury.

[49] The affidavit was impugned on a similar basis as the judgment summons and also by reason that Ms. Liburd was not an officer of the Company and was not present for cross-examination. As regards the contents of affidavits, the general rule is that an affiant may assert only facts that he or she is able to prove from his/her own knowledge: **CPR rule 30.3(1)**. An affiant may also assert matters of information and belief if permitted to do so by the rules of court. He may also include such matters where the affidavit is to be used in any interlocutory application, but only if he indicates which statements are made from his personal knowledge and which are matters of information and belief and he must include the source of all matters of information and belief: **CPR rule 30.3(2)**.

[50] No special requirement or stipulation is set out in the **CPR** as to the persons who may supply affidavit testimony on behalf of a company or other corporate body. Furthermore, there is no prohibition against a person who is not a director, officer or employee of a company providing an affidavit on a company's behalf. In addition, Ramsbury has advanced no legal authority supporting such a position. **CPR rule 30.3** makes clear that with respect to averments of information and belief, what matters is that an affiant discloses the source of such information and belief. Ms. Liburd supplied those specifics in her affidavit.

[51] Ramsbury did not identify any part of the affidavit that was scandalous or oppressive. I am satisfied that it contained no such statements. It is not clear how cross-examination of Ms. Liburd could have changed the critical conclusions that the judgment debt was for US\$56,000.00 with interest at the statutory rate from judgment until payment, or the amount of accrued interest, daily interest rate and associated charges which respectively flow from mathematical calculation or statutory prescription.

[52] Although Ms. Liburd was not an officer or employee of Ocean View, she was also not a stranger to the proceedings. She was intimately knowledgeable about the case having managed the case file at WalwynLaw over an extended period and she complied with rule 30.3 by asserting that she extracted the information from the litigation records. In this regard, Ms. Liburd's affidavit is not rendered a nullity due to the fact that she was not an officer or employee of the company. No procedural irregularity arose by reason that she supplied the supporting affidavit. More significantly, the transcript reveals that the judge did not simply accept the affidavit at face value, but independently examined the figures and the calculations, ultimately directing rectification of the judgment summons without objection by Ramsbury's legal practitioner. It is obvious from the record that the learned judge did not rely on any incorrect statements in Ms. Liburd's affidavit (whether in relation to the incorrect figures or the date of the Privy Council judgment) in making the orders. His decision was not informed by those inaccuracies, therefore no injustice flowed from admission of the affidavit that warrants invalidating the affidavit and deeming it a nullity. It is pellucid that the judge was mindful that the judgment summons was irregular and had regard to all the incidents of irregularity outlined by Ramsbury. He therefore did not err by ignoring those factors. He gave each of them appropriate consideration and weight in arriving at his decision. I would accordingly dismiss ground of appeal 2. I turn next to the jurisdiction and discretion issues vis-à-vis the 30<sup>th</sup> April 2025 orders.

### **Jurisdiction and Discretion**

[53] The third and fourth issues are related and concern the judge's jurisdiction to make the impugned orders and the propriety of his exercise of that discretion. The jurisdiction issue is a short one. Ramsbury's submission that the judge lost jurisdiction by directing that amendments be made to the judgment summons and that it was not amended before the orders were made, ignores the fact that the judgment summons was not invalidated by the errors on its face.

[54] The court's powers on hearing a judgment summons are outlined in CPR 52.2. At such a hearing, the court may receive evidence as to the debtor's means and if satisfied that all statutory requirements have been met, it may among other things make an order for payment of the judgment debt wholly or by instalments, by a specified date. The material parts of rule 52.2 provide:

**'Hearing of judgment summons**

52.5 At the hearing of the judgment summons, the court **may** –

(b) if satisfied that all reasonable efforts have been made to serve the judgment debtor and the –

(a) ...; or

(b) summons has come to the knowledge of the judgment debtor,

proceed in the absence of the judgment debtor as if the judgment debtor had been personally served;

(c) receive evidence as to the means of the debtor in any manner that it thinks fit; and

(d) if satisfied that all statutory requirements have been met –

(a) adjourn the hearing of the summons to a fixed date;

(b) commit the judgment debtor for such fixed term as is permitted by law;

(c) suspend such committal upon payment of the judgment debt on such dates and by such instalments as the court may order;

(d) dismiss the judgment summons; or

(e) **make an order for payment of the judgment debt by a particular date or by specified instalments and adjourn the hearing of the judgment summons to a date to be fixed on the application of the judgment creditor.**' (Emphasis supplied)

[55] CPR 52.5 confers broad powers on the court regarding disposal of a judgment summons. A judge may proceed to conduct a hearing once he is satisfied that the judgment debtor has been served with the judgment summons, that all statutory requirements have been satisfied (i.e. that the judgment summons is in the prescribed form and contains the prescribed details). CPR 52.5 (c) (v) authorises the making of a judgment debt by instalment of the kind made by the learned judge in this case. In the premises, Ramsbury's contention that the judge lacked jurisdiction to entertain the judgment summons on 3<sup>rd</sup> April 2025 because it contained errors, lacks merit. Likewise, its submission that the payment orders were

grounded in the amended judgment summons that was yet to be filed is unmeritorious.

[56] The fourth issue follows seamlessly from the jurisdiction point. The transcript sheds light on the learned judge's reasoning for making the payment orders. After engaging with learned counsel Mrs. Cozier regarding the errors on the summons, the judge stated:

'THE COURT: Pause. The amended -- if you accept that at the bare minimum, 94,033 USD is outstanding, then it seems to me the only narrow question is when can that payment be effective? Because, Mrs. Cozier, on any judgment summons the entity, that is the judgment debtor, whether an individual or a corporation has to say, these are our assets, this is what we have. And as such, this is how we will deal with this. If you refuse to disclose your assets or say anything about how you're going to deal with the debt, then that leads to an inference that you willfully (sic) refusing. So, tell me some more about the entity and how it will in fact transmit payment.'<sup>38</sup>

[57] Following further exchanges between the judge and learned counsel Mrs. Cozier the matter was stood down for a few minutes to allow her to take further instructions from her client. On resumption of the hearing, learned counsel offered \$10,000.00 within one month. In a further exchange with the court learned counsel offered \$3,000.00 by Friday, \$7,000.00 within the month and the balance of the debt within 90 days. Her offer as recorded in the transcript was:

'MRS. ANGELA COZIER: ... subject, of course, to the filing and service of the amended writ or the amended judgment summons, I have spoken to counsel on the other side, and the counsel has graciously agreed to accept a payment of 10,000 EC within three months - within one month' I'm sorry, within 30 days.'<sup>39</sup> and

'MRS ANGELA COZIER: So, My Lord, I would respectfully suggest \$3,000 by Friday,

THE COURT: Right? And then 7K by when?

MRS ANGELA COZIER: Within the month and, of course, the payment of the entire judgment debt within the 90 days.'<sup>40</sup>

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<sup>38</sup> Pg. 54 of the transcript, lines 2-11.

<sup>39</sup> Pg. 66 of the transcript, lines 7-13.

<sup>40</sup> Pg. 75 of the transcript, lines 10-15.

[58] The foregoing extracts from the transcript demonstrate that the judge made the orders after being notified by Ramsbury's legal practitioner that Ocean View and Ramsbury had agreed to the referenced payments at the stated intervals conditioned on the filing of an amended judgment summons. I am satisfied from the transcript that Ramsbury was afforded a reasonable opportunity to appreciate how much was owed on the judgment debt, to obtain legal advice before making the offer to Ocean View and that the offer was unequivocal and resulted in a consensual outcome between the parties. Essentially, the judge by the court order merely formalised the terms of the agreement made between them at paragraphs in 3, 4 and 5. By doing so, he exercised his discretion to make the order in terms of the agreement arrived at between the parties. He was entitled to do so. Ramsbury's belated protestations cannot undo this agreement or the order. The learned judge committed no error in principle and did not thereby make a plainly wrong decision.

[59] Similarly, the orders at paragraphs 1, 2, 4 and 7<sup>41</sup> were permissible pursuant to rule 52.5 and are therefore within the court's jurisdiction. Ramsbury took no exception to those orders. Suffice it to say that the learned judge was entitled to make those orders as part of his case management function. He committed no error in law in so doing.

[60] The orders were made on a validly issued judgment summons in the course of enforcement proceedings that were commenced by the issuance of the summons and were scheduled to continue at a further hearing of the amended judgment summons. This signifies that the learned judge did not by the 30<sup>th</sup> April 2025 orders purport to determine all issues that arose on the judgment summons.

[61] However, that is not the end of the matter. The judge purported by paragraph 8 of the order to invoke rule 52.5(c) 2 and 3<sup>42</sup> if Ramsbury did not comply with paragraphs 3, 4, 5 and 6 of the order. Rule 52.5(c) (ii) and (iii) respectively empower

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<sup>41</sup> For the filing of skeleton submissions and amended judgment summons, Ramsbury's audited financial statements and affidavit of means and adjourning the hearing.

<sup>42</sup> Presumably sub-paragraphs (ii) and (iii) intended. The order is so interpreted.

the court to a) commit a judgment debtor to prison for a fixed period in event of non-compliance with an order mandating payment of a judgment debt; and b) suspend such committal on condition that certain sums be paid.

[62] The court's powers of committal for non-compliance with an order are outlined in Part 53 of the CPR. Rule 53.4 forbids the court from making a committal order against an officer of a body corporate unless a copy of the order directing the judgment debtor to do a particular act within a specific time is served on the officer within sufficient time to afford the officer adequate opportunity to comply before the deadline; and only if the order is endorsed with the penal notice prescribed by the rule. Clearly, paragraph 8 of the 30<sup>th</sup> April 2025 order did not fulfil the prerequisites in CPR rule 53.4. It follows that the learned judge did not have regard to CPR rule 53.4 when he included that paragraph in the order. He thereby erred in law and made a blatantly wrong decision. Accordingly, paragraph 8 of the 30<sup>th</sup> April 2025 order cannot stand and must be set aside. The third ground of appeal succeeds to that extent.

[63] In summary, Ramsbury has failed to demonstrate that the judge erred in principle, exceeded his jurisdiction, misapplied the CPR or exercised his discretion improperly except in relation to paragraph 8 of the 30<sup>th</sup> April 2025 order. As a consequence, the stay granted on 24<sup>th</sup> June 2025 ought to be discharged.

### **Costs**

[64] The respondent has largely prevailed on this appeal and is entitled to a representative portion of its costs. The appellant's success in respect of the committal order also attracts a proportion of the costs. In the circumstances, I would award the respondent three-fourths of its costs to be assessed within 21 days by a judge of the High Court, if not agreed. By the same token, the appellant would have one-quarter of its costs to be assessed if not agreed.

### **Disposition**

[65] For the foregoing reasons, I would make the following orders:

- (1) The appeal is dismissed except in relation to paragraph 8 of the 30<sup>th</sup> April 2025 order.
- (2) The orders of the judge in the 30<sup>th</sup> April 2025 order, save and except the order at paragraph 8, are affirmed. The order at paragraph 8 of the 30<sup>th</sup> April 2025 order is set aside.
- (3) The stay of execution granted by a single judge dated 24<sup>th</sup> June 2025 is discharged.
- (4) The respondent shall have three-quarters of its costs to be assessed by a High Court judge within 21 days, if not agreed. The appellant shall have one-quarter of its costs to be assessed by a High Court judge within 21 days, if not agreed.

[66] The court is grateful to counsel for their submissions.

I concur.  
**Kimberly Cenac-Phulgence**  
Justice of Appeal

I concur.  
**Gerard St. C. Farara**  
Justice of Appeal [Ag.]

**By the Court**

**Chief Registrar**