THE EASTERN CARIBBEAN SUPREME COURT
IN THE COURT OF APPEAL

SAINT LUCIA

SLUHCVAP2025/0014

BETWEEN:

[1] JAMIE AND SUSANNAH LTD.
[2] PRIESTLEY DESIGNS LTD.

Applicants

and

SUGAR BEACH MANAGEMENT LIMITED

Respondent

Before:

The Hon. Mr. Trevor M. Ward	Justice of Appeal
The Hon. Mde. Esco L. Henry	Justice of Appeal
The Hon. Mde. Kimberly Cenac-Phulgence	Justice of Appeal

Appearances:

Mr. Garth Patterson SC with him Ms. Akeelia Richards for the Applicants
Ms. Renee St. Rose KC with her Ms. Shari-Ann Walker and Ms. Maquia Foster for the Respondent

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2026: June 15;
June 17.

Application for interim injunction – Jurisdiction of Court of Appeal to grant interim injunction pending appeal – Powers of a single judge – Rule 62.19(1)(a) of the Eastern Caribbean Supreme Court Civil Procedure Rules (Revised Edition) ('CPR') – Powers of the full court – CPR 62.24(1) – Whether conduct sought to be restrained bears directly on issues to be determined on appeal – American Cyanamid Principles – Serious issue to be tried – Adequacy of Damages – Financial losses – Lost rental income – Damage to marketability of investment properties – Whether losses readily quantifiable – Balance of convenience – Whether in all the circumstances it is just and convenient to grant an interim injunction pending the hearing and determination of the appeal

ORAL DECISION

[1] **WARD JA:** By amended notice of application filed on 31st March 2026, Jamie and Susannah Ltd. and Priestley Designs Ltd., ('the applicants'), who are the appellants in SLUHCVAP2025/0014, seek an interim injunction restraining Sugar Beach Management Limited, ('the respondent' or 'SBML') from removing, suspending, or otherwise excluding the applicants' villas from the rental pool of villas operated by the respondent, pending the hearing and determination of their appeal.

Background

[2] The relevant background to the present application can be briefly stated. The applicants are villa owners at Sugar Beach Resort, and the respondent is the management company at the Sugar Beach Resort. A dispute arose between them regarding who bears responsibility for the maintenance, repair and improvement of the villas, including capital works, such as roof repairs to the villas at the resort and the costs associated with such works; a question which turns on the interpretation of the Management and Rental Pool Agreements ('MARPAs') entered into by the parties. In a judgment dated 13th June 2025, the High Court held that, contrary to the applicants' contention, the respondent was not obligated under the MARPA to do so, and that the applicants were responsible for capital repairs as landlords under the Civil Code of Saint Lucia. The learned judge permanently restrained the respondent from unilaterally charging the applicants, or deducting from any rental returns due to them, any costs, expenses, or other sums incurred for capital works, repairs, or improvements. She further stated that any such works may be carried out at the respondent's discretion, subject to the applicants' prior authorisation and prior agreement on payment arrangements. The applicants appealed this decision on 21st July 2025.

[3] The applicants say that subsequent to the delivery of the judgment, the respondent has engaged in conduct, which, if not restrained, will cause the applicants to suffer immediate, irreparable harm in the form of lost rental income, potential damage to

the marketability of their villas, which are their investment properties, and a fundamental disruption to the contractual framework of the resort. In particular, the applicants point to three acts perpetrated by the respondent. First, the raising of invoices by the respondent on 22nd July 2025 demanding payment from the applicants for works undertaken on their villas between August 2021 and May 2025. Second, on 30th October 2025, the respondent issued a proforma invoice seeking authorisation to undertake roof replacement works to two villas and warning that failure to carry out the required works would result in the villas falling below the operating standard of SBML. Third, on 14th November 2025 the respondent stipulated in writing that if the applicants failed to authorise the carrying out of the proposed capital works their villas would be removed from the rental pool and any losses consequent upon that removal would be claimed against the applicants.

[4] The respondent refused the applicants' proposal, made on 12th December 2025, that the respondent carry out such costs at its own expense, subject to prior full disclosure of technical justification and detailed cost estimates, and prior written approval of the applicants. The applicants gave an undertaking to reimburse any sums so expended to carry out the works if the appeal failed entirely.

[5] These were the circumstances that led to the applicants filing the present application. Since the filing of the application, the respondent has removed some of the villas from the rental pool.

The Court of Appeal's Jurisdiction To Grant Interim Injunctions Pending Appeal

[6] The respondent raises a preliminary objection to the application, contending that this Court lacks jurisdiction to grant the injunction sought. This issue must be addressed first, because, if well founded, it would dispose of the application.

[7] The respondent submitted that the Court of Appeal's power to hear an injunction is ancillary and confined to preservation of the subject matter of the appeal and does

not extend to originating relief concerning what it termed 'post-judgment operational disputes that were never before the learned judge.' This view of the limited power of the Court of Appeal seems also to derive from the respondent's interpretation of CPR 62.19, the material part of which provides:

> "Powers of single judge of the court, master and Chief Registrar to make certain orders
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> 62.19 (1) A single judge of the court may make orders for –
>
> (a) an injunction restraining any party from disposing of or parting with possession of the subject matter of an appeal pending the determination of the appeal;"

[8] The respondent submitted that this rule limits appellate injunctions to preserving the subject matter of the appeal. It is further said that since the appeal is about the interpretation of the MARPA and not the temporary removal of villas from the pool, the Court's jurisdiction is not engaged. Reliance is also placed on the Belize Court of Appeal case of **Fresh Water Creek Farms Ltd v Silk Grass Farms Ltd**[1] for the proposition that where the alleged wrong arises after judgment and was not an issue determined by the trial court, the Court of Appeal lacks jurisdiction to entertain an originating application for injunctive relief. Any such dispute must be pursued, if at all, by substantive proceedings at first instance, says the respondent.

[9] The applicants submitted that the Court of Appeal has jurisdiction to grant the interim injunction sought by virtue of CPR 62.24, and further that the respondent's conduct in threatening to, and removing villas from the pool directly engage the subject matter of the appeal which centres on the interpretation of clause 5.5 of the MARPA as the Court of Appeal is being invited to review the learned judge's finding on repair obligations. This makes it ancillary to the exercise by the Court of Appeal of its appellate jurisdiction to grant interim injunctions. They rely on **Ocean Software Ltd v Kay and Others**[2] in support of their arguments. They distinguish **Fresh Water Creek Farms Ltd** on the basis that, in that case, the injunction application

[1] Civil Appeal No. 10 of 2023 (Court of Appeal Belize).
[2] [1992] 1 Q.B. 583.

concerned an alleged oral agreement made after the filing of the claim in the lower court, which was separate and distinct from the contract which was the subject of the appeal.

Analysis of the Jurisdiction Point

[10] The respondent's interpretation of CPR 62.19(1)(a) is irredeemably flawed. It is immediately apparent that this rule is concerned with the powers of a single judge, master and Chief Registrar. Their power to grant an injunction is limited to a situation where it is necessary to preserve the subject matter of the appeal pending its determination. That objective is effected by restraining a party from disposing of or parting possession with the subject property. The rule in no way seeks or purports to circumscribe the powers of the full court to grant an interim injunction pending the determination of an appeal. Indeed, it has no application to the full court at all, but governs only the powers of the single judge, a master and the Chief Registrar.

[11] The single judge's order dated 17th February 2026 referring the application for an injunction to the full court simply recognises that the scope of the injunction sought by the applicants exceeded his jurisdiction as a single judge because it was not concerned with preservation of the subject matter of the appeal.

[12] By contrast, the full court's jurisdiction is derived from CPR 62.24(1) which is concerned with the general powers of the Court of Appeal. This rule provides that in relation to an appeal, the Court of Appeal has all the powers and duties of the High Court. One such power which the High Court possesses is to grant interim injunctions pursuant to CPR 17.1(1)(b) and also by virtue of the Supreme Court Act Cap. 2.01 which provides that the High Court may grant an injunction in all cases where it appears to be just and convenient to do so. That power is also vested in the Court of Appeal by virtue of CPR 62.24(1) which provides that in relation to an appeal, the Court of Appeal has all the powers and duties of the High Court. The power is not expressed to be limited in the same way as the single judge's power to grant an injunction is limited by CPR 62.19(1)(a).

[13] The respondent's reliance on the Belize case does not avail. Not only is the case distinguishable on its facts as the applicants correctly submitted but the statutory provisions considered by the Belize Court of Appeal to determine whether it had jurisdiction to grant an interim injunction do not appear to be the same or similar or have the conjoint effect of our CPR 17.1(1)(b) and 62.24(1). Nor was that court concerned with the interpretation of a provision analogous to rule 62.19(1)(a). Its only value for present purposes lies in the proposition asserted that the exercise of the appellate court's power must be ancillary to the appeal and the issues arising therein. On that score, we agree with the applicants that there is a necessary and logical connection between the acts of the respondent sought to be restrained and the central issue on the appeal. If the Court of Appeal reverses the judge's conclusions that the applicants are responsible for the costs of capital expenditure on repairs, it would mean that the respondent never had a right to remove the applicants' villas from the pool because the respondent would have been responsible for any default in effecting repairs to the units.

[14] The Court is therefore satisfied that the full court undoubtedly has jurisdiction to grant an interim injunction pending the hearing and determination of an appeal in appropriate cases where the conduct sought to be restrained bears directly on the issues to be determined on the appeal. Whether this is a case where this Court should exercise its discretion to do so, falls to be considered next.

The Law

[15] The principles governing the grant of interim injunctive relief are well-established in this jurisdiction. Courts here have consistently adopted and applied the principles derived from the case of **American Cyanamid Co v Ethicon Ltd**[3]. The approach of the court is to consider: (i) whether there is a serious issue to be tried; (ii) whether damages would be an adequate remedy; and (iii) where the balance of convenience

[3] [1975] AC 396.

lies. Ultimately, the question is whether it is just and convenient to grant the injunction. See: **Villa Cornucopia Limited v Esther Developments Limited**[4].

Is there a Serious Issue to be Tried?

[16] The applicants argue that the appeal raises substantial questions regarding the interpretation of the MARPA, particularly the trial court's characterisation of the respondent as a 'tenant' (which they claim was never pleaded) and the internal inconsistency in the court's reasoning regarding responsibility for capital works, among others. At the hearing of the application, Ms. St. Rose KC for the respondent quite properly accepted that there was a serious issue to be tried.

Would Damages be an Adequate Remedy?

[17] The Court will not grant an interim injunction if damages would be an adequate remedy for the applicant if he is successful at trial. An interim injunction serves the purpose of protecting a party's rights until the court finally determines the dispute. The Court is enjoined to adopt the course that seems likely to cause the least irremediable prejudice to one party or the other. Pertinent factors for consideration in this regard is an assessment of whether damages would be an adequate remedy to compensate for any prejudice caused if the injunction is not granted or is granted; the likelihood of either party being able to satisfy such an award; and the likelihood that it might turn out that the injunction was wrongly granted: **National Commercial Bank Jamaica Ltd v Olint Corp. Ltd**[5]**.**

[18] The applicants contended that failure to grant an injunction would be prejudicial to them and would result in irreversible financial loss flowing from forfeited rental income and damage to the villas' marketability. They contend that an eventual damages award would be difficult to quantify and would not restore their position or business opportunity. They submitted that land is unique and when dealing with

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[4] BVIHCVAP2023/0001 (delivered 8th December 2023, unreported).
[5] [2009] UKPC 16.

land, damages would never be an adequate remedy. The respondent argues that any alleged prejudice is purely financial, quantifiable, and therefore compensable by damages if the applicants ultimately succeed.

[19] The Court finds that the harm asserted by the applicants is fundamentally financial. The potential losses anticipated, specifically, the cost of the structural repairs and the alleged loss of rental income during periods of suspension are readily quantifiable, even though not as a precise science. We agree with the respondent's submissions, that aid to the quantification of any losses, which include: the amount of revenue that would have been allocated to the applicants derived from revenue generated by villas still in the pool; historical data of revenue generated by the applicants' villas and historical data as to average occupation rates. Any perceived difficulty or challenges in quantifying such losses is not in itself a reason to grant an injunction, nor should the court considering the injunction application be unnecessarily concerned with the difficulty of quantifying losses at that stage because "the issue of quantification would not arise until the end of the trial when the parties' rights have been determined." :**Canadian Bank Note Company Ltd et al v Cage St. Lucia Ltd et al**[6]. At that stage, more fulsome evidence would be placed before the court of the applicants' losses. The financial nature of these losses makes damages an adequate remedy.

[20] Conversely, the respondent manages an internationally branded five-star resort. The respondent has produced evidence that villas with persistent structural defects cannot be safely offered for guest occupancy without significant operational and reputational risk to the resort. Granting the injunction would effectively compel the respondent to manage properties that it contends are unfit for use, exposing the resort to potential guest claims, safety incidents, and loss of goodwill. This harm to the respondent is not as readily compensable in damages and carries more weight in the Court's mind.

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[6] SLUHCVAP2023/0002 (delivered 5th October 2023, unreported).

[21] For these reasons, the Court finds that the applicants have failed to satisfy the second limb of the **American Cyanamid** principles and this is reason enough to refuse the application for an interim injunction.

[22] For completeness, had it been necessary to consider the balance of convenience, we would have held that this lies in favour of the respondents. The applicants asserted that the status quo which should be preserved is the historical practice of the respondent to effect and bear the costs of capital expenditure repairs and points to evidence which is said to prove this. The respondent disputes this assertion.

[23] In the Court's view it is not necessary at this stage to determine what happened historically; that is for the substantive appeal. What is relevant for the purposes of this application is that the judge's order has not been stayed, the single judge having previously refused the applicants' application to do so. That means that the terms of the judge's orders have effect. By that order, the judge, among other things, granted an injunction permanently restraining the respondent from unilaterally charging to the applicants and deducting from the rental return payable to them under MARPA, any fees, costs, expenses, or other sum incurred by the respondent in respect of capital work, repairs or improvements. The order further provided that any repairs or improvements which fall within the scope of the applicants' obligations as landlords may be borne by the respondent if it elects to undertake such repairs or improvements, provided that they obtain the applicants' authorisation to undertake such repairs and that there must be a clear and unequivocal agreement in relation to arrangements for payment prior to undertaking such repairs or improvements.

[24] The applicants put forward a proposal, as rehearsed above, which the respondents refused. The respondent cannot simply go about repairing the applicants' villas at their own cost pending the determination of the appeal because it would put them in breach of the judge's orders, there being no agreed 'payment arrangement' as

suggested by the applicants. On the other hand, if the applicants were to mitigate their potential losses by authorising the respondent to undertake the repairs to their villas at the applicants' cost, which they would recoup fully if they succeed on the appeal, neither party would be in breach of any term of the judge's order. Indeed, it would be consistent with the judge's conclusion that those costs are to be met by the applicants.

[25] In the Court's view, keeping villas with structural defects within the pool exposes the respondent to guest dissatisfaction, reputational damage, and safety liabilities. Removing such villas is an operational necessity to protect the resort's five-star status and is not inconsistent with the High Court Judgment. For these reasons we would have held that the balance of convenience clearly lies in favour of the respondent and provides another basis for refusing the application for an interim injunction.

[26] Overall, the Court is satisfied that it is not just and convenient to grant the interim injunction sought by the applicants. The application is accordingly refused. The applicants shall pay the respondent's costs of the application to be assessed by the Chief Registrar if not agreed within 21 days of today's date.

I concur.
Esco L. Henry
Justice of Appeal

I concur.
Kimberly Cenac-Phulgence
Justice of Appeal

By the Court

Chief Registrar