

ROYAL COURT

16th August, 1988

Before: The Bailiff and
Jurats Coutanche and Le Ruez

BETWEEN

Paul Sydney Shenkman and
Kathleen Brigid Dunne, his wife

PLAINTIFFS

AND

Peter Titterington and Tracey
Sharon Frances Shaw, his wife

DEFENDANTS

Representation by the plaintiffs alleging breaches
of interim injunctions extant in the above action.

At the hearing the defendants substantially
admitted the alleged breaches, subject to
mitigation

Advocate G.R. Boxall for the plaintiffs
Advocate A.P. Begg for the defendants

JUDGMENT

BAILIFF: It is a pity that neighbours cannot agree, but when building works are carried out it behoves those doing them to ensure that as far as possible their neighbours are not inconvenienced. When building work is carried out there is obviously a certain amount of noise, dirt and dust and coming and going and of course today it is almost impossible to get workmen who are

prepared to work without listening to Radio 1 or Radio 2. Be that as it may, those are just general observations. In this case there was clearly an Order of Justice which enjoined the defendants from doing certain work. They have agreed, through their counsel, that they did, in fact, do certain work and allowed their workmen to do certain things which were contrary to the orders of this Court contained in the Order of Justice. The allegations contained in the representation brought by the plaintiffs are in the main admitted, subject to a number of matters of mitigation which Mr Begg very fully and fairly set out for us. The fact remains that even if there had been a waiver of part of the injunctions on the 28th May, that waiver was withdrawn quite unequivocally on the 1st July and notice of the withdrawal was communicated that day, according to the employee of the firm then acting for the defendants, to the defendants themselves.

The complaints, which were subsequently brought to the notice of the Deputy Bailiff, relate to times after the notification of the withdrawal of the waiver of the injunctions had been brought to the attention of the defendants. The defendants were therefore on clear notice that the injunctions were there to be observed and fulfilled. This they were not, and we think that we must express the Court's displeasure at persons who are clearly given orders by this Court and no doubt for the best of reasons and no doubt thinking they are not doing it too badly, breach them. That's not the point, injunctions are there to be obeyed in full. If there is to be a variation of injunctions it either has to be by agreement with the person at whose behest the injunctions have been obtained, or the injunctions have to be altered by agreement of the Court after a hearing, or possibly in Chambers, but that is merely a procedural detail.

Therefore, to mark our displeasure we cannot agree that we should impose a small financial sanction; we are not going to impose a very large one, but it should be sufficiently substantial to mark the Court's displeasure at what we regard as a blatant disregard of this Court's orders. Mr Begg, your clients are fined £500 and will pay costs.

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