

NMLG

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

IN EQUITY

SUIT NO. E. 159/1993

BETWEEN     **ASTON'S BAKERY LIMITED**                     **PLAINTIFF/RESPONDENT**

A N D             **MONARCH INVESTMENT LIMITED**     **DEFENDANT/APPLICANT**

David Johnson and Emile Leiba instructed by Piper and Samuda for the Plaintiff/Respondent.

Ravil Golding instructed by Lyn-Cook Golding and Company for the Defendant/Applicant.

**Reasons for Judgment**

**Heard: 6<sup>th</sup> March, 2003**

**M. Cole-Smith, J. (Ag.)**

There was a stay of execution based on an agreement between the parties. It was not a stay where the Court exercising its discretion decided a stay was appropriate in the circumstances of this case. Because of the agreement the Plaintiff's attorneys took \$1.5M as part of the agreement. Consequently, I granted the stay as prayed.

The case of Flowers Foliage and Plants of Jamaica Limited et. al. vs. Jamaica Citizens Bank Limited S.C.C.A. 42/97 was cited to me and this is a most useful case in deciding the principle as to whether or not a stay should be granted.

Certainly the defendant is entitled to have his day in Court and the Order was granted in terms of paragraph 1 which is as follows:

'Execution of the judgment entered herein be further stayed until the determination of the Appeal herein.'

Costs to the Plaintiff/Respondent to be agreed or taxed.

Leave to appeal granted.