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18th September, 1986.

BETWEEN	Abbott Industries Inc.	PLAINTIFF
AND	David Warner	FIRST DEFENDANT
AND	Renraw Investments Limited	SECOND DEFENDANT
AND	Barclaytrust International Limited	PARTY CITED (discharged)

Advocate T.A. Dorey for Plaintiff

Advocate P. de C. Mourant for First Defendant

Advocate J.G. White for Second Defendant

DEPUTY BAILIFF: The defendants seek a discharge of the injunctions, and effectively a dismissal of the action on the ground that no substantive cause of action is alleged, and that an injunction cannot stand alone, but must be linked to substantive relief. We are satisfied that in order to obtain an interim injunction the plaintiff has to allege a clear and unequivocal substantive claim to the monies sought to be injuncted. Unlike many of the cases cited to us, the question raised here is not a jurisdictional one, because this Court has jurisdiction where the first defendant was served in Jersey, and the second defendant is a Jersey registered company. The only question is whether the action can proceed where the only claim is for an interim injunction and there is no substantive claim. We are satisfied, on the authorities submitted to us, that a "Mareva" type injunction, as this is, is completely ancillary to a claim. An injunction can be granted only in support of a legal or equitable right pursued within the jurisdiction of this Court. In *Siskina and Others -v- Distos Compania Naviera S.A.* (1977) 3 All E.R. 803 which is of considerable persuasive authority, Lord Diplock at page 824 said this:

"A right to obtain an interlocutory injunction is not a cause of action. It cannot stand on its own. It is dependant on there being a pre-existing cause of action against the defendant arising out of an invasion, actual or threatened, by him of a legal or equitable right of the plaintiff for the enforcement of which the defendant is amenable to the jurisdiction of the Court. The right to obtain an interlocutory injunction is merely ancillary and incidental to the pre-existing cause of action. It is granted to preserve the status quo pending the ascertainment by the Court of the rights of the parties

and the grant to the plaintiff of the relief to which his cause of action entitles him, which may or may not include a final injunction".

In this action, the injunction is not sought pending an action in this Court. At the hearing on Friday last, Mr. Dorey claimed that the present action was ancillary to an existing cause of action in the New York Court. When yesterday it became clear, on the authorities, that there must be an existing cause of action in Jersey, he shifted ground and claimed that the protection of the plaintiff's alleged proprietary interest in the monies in question is itself a substantive cause of action. We cannot accept that argument. The injunction is the protection. But the injunction cannot itself be the substantive cause of action. This Court has a broad discretionary jurisdiction to grant injunctions, but there must be limits, and we accept that there is one overriding requirement; the applicant must have a cause of action in law entitling him to substantive relief. An injunction is not a cause of action (like a tort or breach of contract) but a remedy (like damages). The authorities are well summarized in chapter 2, paragraph 1, of *The Mareva Injunction and Associated Orders* by D.G. Powles, and I quote:-

"The power of the Court to grant an injunction is subject, first, to the plaintiff pursuing a substantive claim for damages or some other remedy, unless the injunction is intended to be the final remedy, and secondly, that the action must lie within the territorial jurisdiction of the Court".

In the present case the injunction is not intended to be the final remedy, since it is an interim injunction, until the termination of the New York proceedings and further order of this Court.

It must follow that it is intended to seek to enforce any favourable New York Court judgment in this Court, and demand repayment of the injuncted monies. However, the plaintiff is not pursuing a substantive claim in the present action. The plaintiff was given the opportunity to amend its action, and declined to do so. We believe the Court has the power to order an amendment to be made of its own motion. The Court however, very rarely exercises this power. It is not the duty of the Court to force upon the parties amendments for which they do not ask. In those circumstances we must lift the interim injunctions and because they are the sole "raison d'etre" of the action, we dismiss the Order of Justice. The plaintiff will pay the taxed costs of the first and second defendants.

ADVOCATE DOREY: Sir, I would like, under Rule 15 of the Court of Appeal (Civil)(Jersey) Rules, to apply for a stay of execution, pending appeal. And I would ask that ...(indistinct)... until forty-eight hours after we receive the Greffier's transcript of(indistinct)....

There then followed general discussion relating to the application by Advocate Dorey under Rule 15 of the Court of Appeal (Civil)(Jersey) Rules, 1964.

DEPUTY BAILIFF: We grant a stay of execution pending appeal for forty-eight hours (in the sense of two working days) after receipt of the transcript of this morning's decision from the Judicial Greffier. We accept the offer to pay five-thousand dollars into Court, as part security for costs of the first and second defendants jointly and severally. We note that an undertaking as to damages was given to the Bailiff on signature of the Order of Justice. We place that undertaking, repeated this morning, on the record, but we make no order for that undertaking to be secured.