

TOBATAIBURI Ltd and OTHERS -v- ULUFA'ALU and OTHERS

High Court of Solomon Islands  
(Registrar Chetwynd)  
Case No 02191  
Hearing 8/8/01  
Judgment 8/8/01

Mr Ashley for 2<sup>nd</sup> Plaintiff  
Defendant In Person  
Mr Radclyffe for 2<sup>nd</sup> Garnishee

Registrar Chetwynd:- This is an application by the 2<sup>nd</sup> and 3<sup>rd</sup> Plaintiff's, Mr and Mrs Hunuehu, for garnishee orders against the Accountant General and the ANZ Bank Ltd. This follows from a judgment given by Ward CJ on 16<sup>th</sup> September 1991. According to the affidavit by the 2<sup>nd</sup> and 3<sup>rd</sup> Plaintiffs dated 13<sup>th</sup> July 2001 and filed on the 18<sup>th</sup> July 2001 the amount of the judgment was SB\$73,850.53.

The affidavit goes on to say that the Garnishee (it doesn't say which Garnishee) may be holding onto moneys to be paid to the Judgment creditor. The application today is for the 1<sup>st</sup> and 2<sup>nd</sup> Garnishee to show cause why any money they are holding on but which is for the credit of Mr Ulufa'alu should not instead be paid to the Judgment Creditors.

Mr Radclyffe for the 2<sup>nd</sup> Garnishee, ANZ Bank Ltd, says quite simply that the order for ANZ bank Ltd to pay whatever it has to the credit of Mr Ulufa'alu to the Judgment Creditors should not be made. He says so because of the Limitation Act [Cap 18] which says:-

- 6. (1) No action shall be brought upon any judgment after the expiration of six years from the date on which the judgment became enforceable.*

In my view the date on which the judgment became enforceable was on or about 16<sup>th</sup> September 1991. There is no suggestion in the judgment of Ward CJ that enforcement should be delayed. The Judgment Creditors are therefore too late to enforce the judgement some 10 years on.

I refuse to make an order attaching any money in the hands of the Garnishee's to the credit of the Judgment Debtor.

I make no order as to costs.

  
R.D. Chetwynd  
Registrar