



**RESEARCH PAPER**

**Property in Peril due to Legal Actions against Property**

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**ABSTRACT**

The legal actions directly or indirectly against property include Interlocutory injunctions, Attachments (of property) before Judgment, Mareva injunctions and Actions in *rem*. Such actions though stand apart in their nature and procedures yet have some similarities. Mareva injunction not being very common in Pakistani jurisdictions has not been discussed in this article and will be dealt with in a separate article. Restraining orders by courts of competent jurisdictions against properties and commercial activities have significant consequences in trade and commerce. Such orders include interlocutory injunctions, attachments before judgment and arrest of *res* under an action *in rem* in Admiralty jurisdiction. In such cases property in question is affected and consequently the owner of such property may suffer adversely with considerable impact on commercial and trading activities. In this article an endeavor has been made to compare the three modes of restraining property by a court and differentiate between them. Reading the three approaches together may help in learning about the origin and object of these actions. Restraints on use of property found wrongful or without reasonable justification after a considerable time on conclusion of the matter before court have no effective mechanism for redress or remedy. Such issue will be taken in forthcoming articles.

**Introduction**

An interlocutory injunction may be granted ex-parte on application by a plaintiff at the beginning of proceedings for the purpose to maintain the status quo. It is conditioned to the plaintiff seeking such relief satisfies the court that he or she will suffer irreparable harm in case the injunction applied is not immediately granted. Plaintiff undertakes and in some cases the court may require the applicant to provide security against wrongful act of the plaintiff to

protect the defendant from injury if the injunction is found to be granted maliciously or on wrongful grounds. The court at its earliest decides after hearing the defendant whether to continue the injunction already granted or vacate it. It is also termed preliminary injunction or temporary restraining order.

The Civil Procedural law provides for attachment of property during pendency of a suit. In such a case the owner of the property attached is restrained from disposing it of or any other condition which court may impose.

Whereas, in exercising Admiralty jurisdiction in an action in rem the maritime res may be arrested till security against the claim is furnished or the case concludes otherwise. In such cases the maritime property which may be a ship, cargo or freight is restrained from leaving the jurisdiction of the court and further dealing with it for example sale purchase or transfer of property. Consequently if security against the claim is not furnished, court may sell the property by auction and disburse the proceeds accordingly to satisfy the claims.

## Literature Review

### Interlocutory Injunction

In *Chesapeake and Ohio Railway Co. v. Ball* (1953), McRuer C.J.H.C. is of the views that:

An interlocutory injunction is granted on a judicial discretion but such discretion needs to be exercised based on judicial principles. The court dealing with this matter at length explains the necessity of doing considering its subsequent effects. The parties should not be restrained by interlocutory injunctions unless it is unavoidable due to likeliness of irreparable loss or damage which may be caused to the plaintiff seeking such relief. The possibility of plaintiff's succeeding in the matter must also be taken into account while granting such reliefs. The court emphasizes further that such relief must necessarily be granted on equitable grounds with defendant. McRuer C.J.H.C. places it in this way that if a fair prima facie case is made before the court and there appear to be irreparable losses occurring to the plaintiff if such injunction is not granted, it should be granted, but while deciding so the defendant's interests must be given same considerations and no prejudice be made to him.

In *American Cyanamid Co. v Ethicon Ltd.*, the decision of the House of Lords is undoubtedly considered a leading case on laws of interlocutory reliefs and injunctions. Generally three basic requirements must be established for obtaining an interlocutory injunction:

### Grant of Injunction- Necessary Conditions

- i. A prima facie case to satisfaction of the court.

- ii. It must obviously be established that damages in lieu of injunction will not be an adequate remedy (*London & Blackwall Rly v Cross*, 1886).
- iii. It must be urgent in nature or the injunction must be essential and appropriate in the conditions stated and must be in the interest of justice (Civil Procedure Code 1908 Rule, 25.2(2) (b)).
- iv. It must be based on principles of equity and meeting requirements of conscionability (*Leather Cloth Co. Ltd v American Leather Co. Ltd*, 1863).

Prior to guidelines provided by *American Cyanamid*, (*Supra*), the courts in granting interim injunction were primarily interested in the fact whether a prima facie case existed on the merits and then would go into the merits of the case in details to some extent. This practice invited and encouraged filing of detailed written statements and evidences in the form of extensive affidavits including large exhibits in their support. It ultimately resulted in prolonged interim hearings of injunction applications. Lord Diplock in this regard was of the view that; at such preliminary stage of litigation, it was not the function of court to consider and resolve conflicts of evidence on affidavits as the contentions and claims of either party ultimately depend on such affidavits needing evidence; or to decide complex questions of law which need detailed arguments and mature deliberations.

In considering a grant of injunction the court necessarily requires to please itself that a grave question exists before the court sought to be tried on merits. The court at this stage is required to get into the merits of the case and investigations to a limited degree. The claimant must satisfy the court regarding cause of action showing substance and sufficient weight with reality in his case on merits. However, the probability of the claimant to win the case finally is not of significance (*Mothercare Ltd v Robson Books Ltd*, 1979). In *B2net Ltd v HM treasury* (2010), in consideration of a weak case held that it does not mean that there exists no serious issue to be tried. The court further held however that, if it lacks in merit regarding substance in cause of action, the application would not entitle to get past the first stage of the *American Cyanamid* guidelines (*APCOA Parking (UK) Ltd v Westminster City Council*, 2010).

### **Issue of Injunction- General Approach**

The House of Lords in *American Cyanamid Co. v Ethicon Ltd*, *.Supra*, agreeing with the court of first instance, allowed the claimants an interlocutory injunction preventing the defendants from carrying out their purported marketing plans. Lord Diplock clarified in his speech in the House of Lords, the general approach to interlocutory injunctions. The said speech was later endorsed by the Court of Appeal in *Dyrlund A/S v Turberville Smith Ltd* (1998). Lord Diplock in his speech pointed out that general practice in granting injunction was to require the claimant to undertake against any losses incurring to the defendant in case of his failing to substantiate his case at the full trial. This approach balances the generosity to the grant of interlocutory injunctions. The main significance was placed merely to

demonstrate that a serious question was sought to be tried and that balance of convenience appears in favor of the claimant.

### **Balance of Convenience**

The principle of balance of convenience between the parties is mostly applied while deciding the fate of an application seeking injunction. Lord Diplock considering this principle is of the view that:

Listing all the matters which need to be taken into consideration would be unwise when deciding the balance of convenience. He however, suggests that attached relevancy to them be considered alone. In case other factors appear to be balanced in even, as a counsel of prudence, take such measures which are calculated to preserve a status quo.

However, in *Cayne v Global Natural Resources Plc.*(1984) the court held and explained further in this regard that it is not simply the balance of convenience which needs only to be weighed, but it must include in consideration the risk of occurring injustice in consequence to one side or the other. It is often an exercise in determining whether granting or refusing an injunction would cause irremediable harm and its extent. The issue was also discussed in details in *National Commercial Bank Jamaica Ltd v Olint Corporation Ltd* (2009) whereas bank customer appealed against refusal of an order requiring the bank not to close the accounts of the customer after he had been accused of fraud. In this case there was no evidence on record suggesting that the account had been used illegally. The court held that in the absence of an express agreement in contrary or requirement under law a contract of banking services is terminable upon a notice. A box-ticking approach was held not appropriate and not found in order for making request for mandatory injunctions.

In *American Cyanamid Co. v Ethicon Ltd, Supra*, claimants sought interim injunction to restrain defendants from marketing surgical suture. It was alleged to be in breach of patent. The Plaintiffs had recently patented and marketed their surgical suture and they were in process of expansion of their business in the market. In response the defendants' allegation was that their product at that time had not been introduced. They asserted that their product did not infringe the patent of claimants; they alleged further that the patent in question was not valid. The Court observed that if injunction is granted, no factories or businesses in existence would close (as restraint was sought on marketing but not its manufacture), but on other hand if injunction is refused the claimants may fail to expand their market effectively losing benefits of their patent. Thus balance found in claimants' side.

In respect of factors to be taken into consideration for balance of convenience, Lord Diplock, is of the view that there may be many factors to be taken into account in particular circumstances of an individual matter.

## **Attachment (of Property) Before Judgment**

### **At Any Stage of the Proceedings**

The law of Civil Procedures provides for attachment of suit property belonging to the defendant at any stage of the suit. It includes at the time of filing of a suit. Seeking attachment of property at the beginning of proceedings, plaintiff files an application supported by affidavit. In such a case, the Court on its satisfaction may pass ex-parte order restraining the property in the form of a temporary injunction. The defendant thereby is restrained from disposing of or removing his specified assets from the local jurisdiction of the court. The defendant will then be heard and fate of injunction decided accordingly. If attachment is sought during pendency of a suit, the defendant will be given chance to defend it and the Court decides on merit of the case. Decisions are mainly taken on affidavits submitted by the parties. It was held in *Sports World vs. Latees Fabrics* (1995) and *Jamal Shah vs. Azad Government of State of Jammu & Kashmir* (1991) that an application for attachment before judgment must be made with affidavit. In case pleas in affidavit remain uncontended the content of affidavits stand proved.

The object of an attachment before judgment is for preventing any attempt on part of defendant to avoid or defeat the realization of the decree which may pass against him (*Cosmopolitan Trading Corporation v. Engineering Sales Corporation*, 2001).

It was held in *Sk. Sahid v. Tehera Husna* (2001) that provisions of Order XXXVIII, rule 5, is intended for the protection of the person whose property is required to be attached before judgment, i.e. a defense to the defendant against the attachment if such orders are passed against him denying any opportunity for preventing the attachment by security. An offer of security in lieu of attachment will result in release of the property from attachment.

The courts have observed the provisions of law accordingly and laid down certain requirements to be complied satisfying the court in order to granting applications for attachment of property before judgment. The applicant needs to demonstrate that the defendant was about to dispose of or remove the assets from jurisdiction of the court with intent to hinder or delay the performance of any decree which may pass against him. It was held that the rule applies limiting to cases where the defendant is about to remove or dispose of the subject property from jurisdiction of the court. Therefore, it becomes necessary for applying the rule effectively to demonstrate that the defendant has acted, or is about to act with the intent to impede or delay the execution of a decree which is probable to pass against him. There must be enough evidence that the defendant is about to dispose of the entire property or a part

There of and that such disposal is for the purpose to obstruct or delay the decree probably passing against him”

### **Obstruct or Delay-Intent**

With regard to the requirement 'with the intent to obstruct or delay' execution of any decree the court observed that there was no hard and fast rule which can be laid down for determining the 'intent' instead it would chiefly depend upon facts and circumstances attached to the case. In some cases only removal of some assets or proposed or attempted removal of them may amount to 'intent to obstruct or delay', in other cases something more may be required to conclude the same. The court unambiguously regards an order of attachment before judgment as restraining the owner to deal with his property freely at his desire. Such order is preventive and not punitive in its construction. Benefit of doubt must go to the defendant. An order of attachment without showing necessary intent with sufficient clarity about relevant facts would be regarded as inappropriate.

### **Attachment before Judgment- Purpose**

The purpose of Order XXXVIII, rule 5, is neither to guarantee assets available for effective satisfaction of claims for a plaintiff succeeding in his claims nor it is the responsibility of the court to do so rather it is restraining a defendant from abusing the legal process by avoiding a judgment or making himself judgment-proof.

### **Action in Rem under Admiralty Jurisdiction**

Admiralty jurisdiction of High Court in the United Kingdom may be invoked by two modes namely; actions *in personam* and *in rem* actions under the senior (previously Supreme) Court Act 1981. Admiralty actions in United Kingdom and its Commonwealth jurisdictions are mainly brought against the defendants *in personam*, i.e. against an individual or a body corporate and action *in rem* follows the suit. Such actions may involve tort or resulting from contracts between the parties.

High Courts (High Court of Sindh at Karachi and High Court of Baluchistan at Quetta) in Pakistan have respective Admiralty jurisdiction to hear and adjudge cases under Admiralty Jurisdiction of High Courts Ordinance, 1980. The mode of exercise of Admiralty jurisdiction in an action *in rem* against a maritime property is provided in section-4 of the Admiralty Jurisdiction of High Courts Ordinance, 1980, herein referred as Ordinance of 1980 which is similar to s-21 of the Senior (Supreme) Courts Act 1981 (U.K.). Ordinance of 1980, provides two modes of invoking Admiralty jurisdiction namely, action *in personam* and action *in rem*.

Admiralty jurisdiction *in personam* may be invoked in all cases listed under article 3(2) of the Ordinance of 1980 similar to s-20 of the Senior (Supreme) Courts

Act 1981 (U.K.). Such jurisdiction may be exercised by an Admiralty writ (suit) instituted in respective High Court having jurisdiction.

Jurisdiction *in rem* however can be exercised only in selected cases listed in the Ordinance of 1980 including; possession or ownership claim of a ship or document(s) of title or documents necessary for operation or navigation of the ship; any query between the co-owners concerning possession, employment or earnings of the ship; mortgage or any charge on the ship (maritime lien); any claim for damage done by a ship; salvage; and forfeiture or condemnation of a ship or cargo as a Naval Prize, seizure, Admiralty droits etc.

In an action *in rem*, against a ship, cargo or freight, the respective maritime res can be arrested and kept restrained till the owner or any other person having interest in the property obtains its release by placement of a bond or a bank guarantee or such other security which may be required under the relevant law either acceptable to the plaintiff or to the satisfaction of the court. If no such arrangements are made, the property remains under arrest till conclusion of the matter by the court. However, owner or any other person interested in the property fearing arrest of a maritime property may avoid the arrest of the property filing a Caveat in the Admiralty Registry undertaking to provide bank guarantee in lieu of arrest.

Actions *in rem* are available for two categories of maritime claims. The oldest category is where a **maritime lien** exists and attached to the maritime res despite the owner not being liable. It is said to be a unique aspect of the Admiralty Jurisdiction originally founded on the concept of maritime liens. Such an action was available in law and enforceable against maritime res arrested on the idea that the said maritime lien attached to the property from the moment of its creation as a claim. That is the origin of the action named and becoming popular as an action *in rem* (Halsbury's Laws). In beginning, the right to enforce a maritime lien in this manner was limited to action against ships causing damage, or where a maritime lien existed, and it continued with the maritime property, even if it was in the hands of an innocent purchaser for consideration (The Ripon City, 1892). The concept later extended to meet the demands of the maritime trade and for administration of justice to other statutory maritime claims. Other maritime res were included, for example, cargo and freight became subject of actions *in rem*. An action *in rem* originally was designed to compel the owner of the res to appear in the court and answer the claim. It is entirely different action than maritime attachment, also named *quasi in rem* action. The maritime attachment or *quasi in rem* action proceedings based upon a person and his property available in jurisdiction of the court by arresting the person and/or his property. The common law courts strongly condemned the proceedings to arrest the person making them outdated. Consequently, the power to arrest limited to and remained enforceable to the property in question (Sheppard, 2007).

### **Action in Rem- Dominant Feature of Admiralty Jurisdiction**

Action *in rem* is termed 'the dominant feature of Admiralty jurisdiction' which provides the manner of legal action very common and convenient resort to and which is popularly preferred by in maritime matters (Thomas, 1980). It traces its origin and ideas from ancient practices and customs of the maritime metropolises and ports. Gorell Barnes J. called it, an 'ancient right'. It has many advantages on ordinary legal actions including an action in personam. In such proceedings, the owner or other party interested in the *res* is forced to appear and defend the claim let the *res* alone to answer it. Sir Robert Phillimore called it, "one of the special advantageous incidents to the jurisdiction of the Court of Admiralty" (The City of Mecca, 1879). Chiefly, an action *in rem* is focused on thing, i.e. maritime *res* itself which is usually a ship, though its owner may be enjoined in the proceedings as well. The action is also available against other maritime properties say cargo, freight etc. (Wallace v Proceeds of the ship Otago, 1981). In the said proceedings, proceeds from sale of a ship were the subject matter of the action *in rem*.

### **Strong and Effective Remedy**

Action *in rem* is termed as special action in a court having Admiralty jurisdiction and is regarded as distinct action (Comandate Marine Corp v Pan Australia Shipping Pty Ltd, 2006). In *Baltic Shipping Co. Ltd. v. Pegasus Lines SA* (1996), McKay J. the writ *in rem* and arrest of maritime *res* in its consequence as a strong and effective remedy for a person claiming under a maritime claim which is not available in ordinary proceedings. Obtaining a judgment by a plaintiff in his favor may not be cumbersome but its execution in ordinary proceedings may be especially where no security is available for executing a decree passed by a court. But it is entirely different under proceedings *in rem*, no such difficulty arises to the extent of the value of the *res*. In *The Cap Bon* (1967), the Court observed that commencement of proceeding (*in rem*) empowering issuance of warrant of arrest of maritime *res* was to provide security for the plaintiff in respect of any judgment that may be obtained from the court.

### **Admiralty Jurisdiction-Action *in Rem* and Action *in Personam* (Pakistan)**

The action *in rem* and action *in personam* are distinct actions. Action *in rem* is a proceeding against ship (or other maritime property), whereas action *in personam* is a proceeding *intra parties* (Yukong Ltd. South Korea Co. v. M.T. Eastern Navigation, 2001). The Admiralty jurisdiction is exercisable in both i. e. *in rem* as well as *in personam* actions (Ahmed Investment Ltd. v. Sunrise IV, 1980).

An action under Admiralty jurisdiction is generally initiated by Admiralty suit against maritime *res* which is normally a ship as prime defendant and thereafter registered owners and other parties may be included in the array of the defendants. Such practice may appear as combining or clubbing the two actions i.e. *in rem* and *in personam* but in fact it is not so. Regardless of including the owners



and/or other parties as defendants in the suit, the nature of action remains unchanged as action *in rem*. The

Parties to the suit other than the res itself remain at liberty to contest the proceedings or leave the res to answer the claims.

### **Service of Writ on Board**

The service of writ in an action *in rem* is made on board ship to its master or the officer in-charge, in case master is not available. The service of warrants of arrest on board does not depend upon receiving of the warrants of arrest on board by the master or officer in-charge. In cases of its non-receipt or refusal to receive on board it is pasted on board at its entrance and on master's room. Such pasting on board amounts to service 'held-good'. It is also conveyed and served on to ship's local agent and the concerned authorities responsible for movement of the ship (or other property) making its leaving the jurisdiction practically impossible. This procedure strengthens and supports the "Theory of Personification" of ship.

### **Conclusion**

All the three modes of actions against property result in restraining use of property in question. In case of an interlocutory injunction when granted, court may generally passes orders maintaining status quo of the property and its affairs till the matter may be heard in detail. Such orders are obtained from a court of competent jurisdiction ex-parte in circumstances meeting the requirements for grant of such injunctions as discussed above. The Plaintiff, although undertakes to indemnify the defendant against any losses or damages resulting from such injunction if it later proves malafide or wrongful. A plaintiff seeking interlocutory injunction may be asked to provide security against losses or damages for wrongful actions but such practice is very rare. In any case, if plaintiff's plea is dismissed and court finds injunction wrongful, plaintiff may not be entitled for compensation for losses and/or damages at that instant but has to file new proceedings for such compensations and prove his case. This practice, though on one side provides immediate remedy and relief to one party seeking justice but on other hand the property suffers irreparable losses and damages limiting the available benefits from the property. Due to period of stagnation, property in question may lack in maintenance resulting in devaluation. Losses of benefits from property which are available otherwise badly affect the society in general and the owner in particular without gain to anyone.

Similarly, attachment of property before judgment restrains the use of property to some extent for example removing it from jurisdiction of the court, transfer of property under sale/purchase or gift. At times use of property is so limited that benefits available with the property may not be obtainable fully due to attachment by court. Generally, it lacks in developments and maintenance resulting in deterioration and loss in its value and utility. The properties restrained

in this respect suffer considerably without benefits otherwise available to the society and its owners.

However, the consequences of action in rem against maritime res, especially a ship being arrested in this respect are remarkable. Considerable evidence is available that in a number of jurisdictions including Pakistan ships have been arrested in exercise of Admiralty jurisdiction in actions in rem. Such orders are obtained ex-parte without presence of or hearing the other party. Once a ship is arrested by the orders of court, it cannot leave the jurisdiction to continue her commercial commitments already fixed.

It is evident from records that at times ships have been arrested and exorbitant amounts in the form of bank guarantees have been demanded for her release from arrest. It is also a fact on record that various arrest applications either remain pending for a considerable period of time while the maritime res remains in restraints from use or an extortionate amount of money in the form of bank guarantee remains in frozen state till the arrest application is decided. In addition to freezing of funds equivalent to amount of bank guarantee, service charges on regular basis for maintaining bank guarantees are also incurred. Consequently bank guarantees procured as security against arrest of maritime res for considerable amounts remain pending without being used for constructive uses. It adversely affects business activities in commerce and trading. Some jurisdictions worldwide are notorious in this respect where ships may be arrested even on unsound grounds and heavy bank guarantees procured.

Ship owners in response, especially well reputed shipping companies avoid from calling such jurisdictions or otherwise raise their freight rates accordingly in view of the high risks of ships' arrests. Such untoward incidents result in ship owners losing interest in the ship by abandonment under heavy costs of bank guarantees, expensive litigation and indefinite pendency of suits including decisions on arrest applications. Nationals of such jurisdictions are the ultimate victims who have to bear the costs in terms of financial burdens resulting from freight hikes and reluctance of carriers to conveying goods to such jurisdictions.

In recent years Britain and its Commonwealth countries including Australia, South Africa, and Singapore have made necessary amendments in their legislations to counter such difficulties.

### **Recommendations**

- a. Laws restraining property should be studied thoroughly by a committee formed for the purpose of saving property from getting into the perils by suggesting reforms and amendments in the relevant laws

- b. Plaintiff demanding restraining of property should be made to provide sufficient security likewise against wrongful restraint of property.
- c. In an action in rem, arrest application to be necessarily heard at the earliest and decided in a predetermined time-frame.
- d. Admiralty matters generally and matters pertaining to arresting maritime res should be heard by courts well versed and fully competent in the subject.
- e. Undue formalities in legal process to be curtailed for recovery of compensation against wrongful restraints of property including maritime property and question of wrongful restraining of property to be dealt with in the same proceedings.

**References**

- American Cyanamid Co. v Ethicon Ltd.* (1975) AC 396, [1975] 1 All E.R. 504, at p. 409
- APCOA Parking (UK) Ltd v Westminster City Council* (2010), EWHC 943 (QB), LTL
- Baltic Shipping Co. Ltd. v. Pegasus Lines SA* (1996) 3 NZLR 641, p. 650
- B2net Ltd v HM treasury* (2010), EWHC 51 (Q.B.) 128 Con LR 53
- Cayne v Global Natural Resources Plc* (1984) 1 All E.R. 225
- Chesapeake and Ohio Railway Co. v. Ball* (1953), Can L II 102 (ON SC), [1953] O.R. 843, at pp. 854-55
- Civil Procedure Code (1908) Rule, 25.2(2) (b)-(Pakistan)
- Comandate Marine Corp v Pan Australia Shipping Pty Ltd* (2006) 157 FCR 45
- Cosmopolitan Trading Corporation v. Engineering Sales Corporation*, AIR 2001 Raj 331
- Dyrlund A/S v Turberville Smith Ltd* (1998) FSR 774
- Halsbury's Laws*, vol. 1, Para 305
- Jamal Shah vs. Azad Government of State of Jammu & Kashmir (1991) MLD 1243
- London & Blackwall Rly v Cross* (1886), 31 Ch D 354, Lindley LJ at 369
- Leather Cloth Co. Ltd v American Leather Co. Ltd* (1863), 4 De G J & Sm 137, aff'd I 1 HL Cas 523
- Mothercare Ltd v Robson Books Ltd* (1979), FSR 466 per Megarry C-V at p. 474
- National Commercial Bank Jamaica Ltd v Olint Corporation Ltd* (2009) UKPC 16, [2009] 1 WLR 1405 at 17-18
- Sheppard, M.,(2007). *A.Modern Maritime Law and Risk Management*
- Sk. Sahid v. TeheraHusna*, AIR 2001 Ori, 6
- Sports World vs. Latees Fabrics (1995) MLD 1707
- The City of Mecca* (1879) 5 PD 28, at 34
- The Cap Bon* (1967) 1 Lloyd's Rep 543 p. 547
- The Ripon City* [1892] P 226, p. 241-42

Thomas, D. (1980). *Maritime Liens*, 1980, 37

*Wallace v Proceeds of the ship Otago* (1981) 2 NZLR 740 at 752

*Yukong Ltd. South Korea Co. v. M.T. Eastern Navigation*, PLD 2001 SC 57