

THE EASTERN CARIBBEAN SUPREME COURT

IN THE HIGH COURT OF JUSTICE

SAINT LUCIA

CLAIM NUMBER SLUHCV 2003/670

BETWEEN:

KENNY D. ANTHONY

Claimant

AND

JOHN G. M. COMPTON

Defendant

Appearances:

Mr. Dexter Theodore for Claimant

Mr. Kenneth Monplaisir Q.C. and Ms. Charmaine Nathaniel for Defendant

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2005: March 10
March 18
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JUDGMENT

1. **SHANKS J:** This is an application under CPR69.4(1) for a determination as to whether certain words are capable of bearing the meaning attributed to them in the Claimant's statement of claim.
2. The parties are too well known in St. Lucia to require introduction. Mr. Compton wrote an article in May 2003 in the following terms:

"The Prime Minister's statement on this matter is both inadequate and in some respects inaccurate and it confirms the saying "Oh what a tangled web we weave, when first we practice to deceive.

In seeking the extricate himself of the tangled web of deception, the Prime Minister engaged us for two hours on I.P.I. repeated a night later, on HTS.

In 1997 the SLP Government headed by Dr. Kenny Anthony continued with Hyatt negotiations for management of a Hotel on the Pigeon Island Causeway. These negotiations had commenced under the U.W.P Government. As part of the deal agreed to by Kenny Anthony's Government, was the meeting of the cost over run on the construction of the hotel, even before the construction had started. This gave to the Rochamel Company the company involved in the construction a blank cheque drawn on the Treasury of St. Lucia.

This deal was kept secret until the bomb burst in the year 2000 after the hotel went into bankruptcy and was put up for sale....

This agreement which was never brought to the Parliament of St. Lucia is in gross violation of the Finance and Audit Act, and therefore does not worth the paper on which it is written. It is completely useless.

To validate it, the Prime Minister was forced to seek the approval of Parliament five years after the event. But even then he sought to continue his deception by hiding it in a Resolution for "Capital Works and incidental matters"...

Not only is this the secret agreement a gross violation of the laws of St. Lucia, but no attempt was made by the Kenny Anthony Government to protect the interest of the people of St. Lucia by having on site a professional person verifying any claim of cost over run...

So gross is the violation of the laws of this country, that Dr. Kenny Anthony, as a Minister of Finance can no longer be trusted with the finances of this country, therefore he must go and with him his band of looters, who have reduced this once proud and prosperous country to this pitiful state in which it now finds itself.

The well of deceit must end, The Government MUST GO. Accordingly to one of them in the 1997 Election, ENOUGH IS ENOUGH".

3. Mr. Anthony sues for libel. He says that the article bears the following meanings:

- (1) that the Claimant is, in relation to the Rochamel/Hyatt Hotel project, guilty of looting and or that he personally gained or stole and/or gave away money belonging to the taxpayers of St. Lucia contrary to law and has thereby committed serious criminal offences including the Common law offence of misbehaviour in public office
- (2) that the Claimant in relation to the Rochamel/Hyatt Hotel project violated the Finance (Administration) Act 1997, (No.3 of 1997)
- (3) that the Claimant in relation to the Rochamel/Hyatt Hotel project lied to and/or deceived the people of Saint Lucia /or sought to deceitfully cover up his illegal act or acts contrary to the Finance (Administration) Act 1997 (no. 3 of 1997)
- (4) that the Claimant, in relation to the Rochamel /Hyatt Hotel project, Acted unlawfully, deceitfully and/or dishonesty in the discharge of his Office as Prime Minister
- (5) that the Claimant is, for the reasons stated above, unfit to hold the Office of Prime Minister

4. I received helpful written submissions from the parties and a brief oral hearing was held. I accept that the approach that should guide the court is as set by the English Court of Appeal in *Gillick v BBC* (1996) EMLR 278 which is quoted in paragraph 12 of the Claimant's written submissions (as S. S. Alleyne J in *Gonsalves v Gibson* 405/2002). I am also guided by the law as to whether words are capable of bearing a particular defamatory meaning which is set out in the speech of Lord Morris in the Privy Council case of *Jones v Skelton* [1963] 1 WLR 1362 (which is quoted in at paragraph 16 of the written submissions) and in particular the test enunciated by Selbourne LC which Lord Morris quotes.
5. I have read and re-read the article. It seems to me clear that the words in it are capable of bearing the meanings set out in paragraph 6 (b)-(e) of the statement of claim (subject to clarification as to the Act of Parliament concerned). The question is whether they are capable of bearing the meaning set out in paragraph 6 (a) to the effect that Mr. Anthony was guilty in relation to the Rochamel/Hyatt Hotel Project of looting and/or stealing and/or giving away tax payers' money; in this context particular reliance is placed on the phrase in the penultimate paragraph which states: ".....he must go and with him his band of looters, who have reduced this once proud and prosperous country to this pitiful state in which it now finds itself."
6. The question I must ask myself is whether a reasonable man, reading the article as a whole (including those words), would have been likely to understand it to be accusing Mr. Anthony of looting and/or stealing and/or giving away tax payers' money in relation to the Rochamel/Hyatt Hotel Project. I do not believe that a reasonable man would have been likely to read the article that way. It is clear that the writer of the article is objecting to the terms of the deal made by the Government and the fact (he says) that they were deceitfully kept secret and not approved by Parliament. But the only suggestion that anything might have been appropriated by anyone is the use of the words "band of looters" to describe the members Mr. Anthony's Government. In my judgment, it is clear in the context and would have been clear to a reasonable reader that this is a general term

of abuse by the Leader of the Opposition against the members of the Government. Even if the words might be understood to be accusing the members of the Government of theft in some general way they cannot on their own be reasonably understood to be accusing Mr. Anthony personally of theft or giving away tax payers' money in relation to the Rochamel/Hyatt Hotel Project.

7. I therefore rule that paragraph 6(a) of the statement of claim does not set out a meaning which the article is reasonably capable of bearing. I will accordingly order that the sub-paragraph to be struck out of the statement of claim.

Murray Shanks
High Court Judge (Acting)