COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law & Equity Division

2012/CLE/GEN/FP0044

BETWEEN

CORAL BEACH MANAGEMENT COMPANY LIMITED
Plaintiff

AND

TYRONE LIVINGSTONE ANDERSON
1st Defendant
AND
MARIE CAROLINE ANDERSON
2nd Defendant

BEFORE:	The Honourable Mrs Justice Estelle G. Gray Evans
For the plaintiff:	Mr R. Dawson Malone
For the defendant:	Mr R. Rawle Maynard
Hearing dates:	1 May 2014

JUDGMENT
(Recusal)

Gray Evans, J.

The Application

1. This is an application on behalf of the defendants for me to recuse myself "from hearing further matters involving these parties because of my previous association with a company called Barefoot Postman Limited", a former owner of the property, the subject of this action.

Background

2. Because of the circumstances in which this application arose, it is, I believe, prudent to set out a bit of background.

3. Sometime in 1971, several units, including 2714 and 2716, in the Coral Beach Apartment Hotel situate at Lots 31 Coral Road and 32 Sea Fan Lane, Lucayan Beach West Subdivision, Freeport, Grand Bahama ("the Condominium"), along with the respective balconies, terraces, patios and other areas assigned thereto were purchased by Andrew Kalman from Coral Beach Limited.

4. In 1985, Mr Kalman conveyed his interest in the aforesaid Units, their respective balconies, terraces, patios and other areas assigned thereto to a company called Barefoot Postman Limited, who, on 25 September 1985, was also party to a deed of settlement compromise and release along with Carl A. Wicklund, Michael Lipstock, Sydney Ratner and Coral Beach Management Company Limited in relation to an action No. 687 of 1984 by Messrs Wicklund, Lipstock and Ratner against Mr Kalman.

5. In or about 2006, Barefoot Postman Limited agreed to sell units 2714 and 2716 to the defendants. Bya conveyance dated 28 February 2006, Barefoot Postman Limited conveyed Unit 2716, together with its unit entitlement to the defendants.

6. The defendants entered into possession of both units in or about May 2006, at which time, Barefoot Postman Limited apparently stopped paying "additional maintenance fees" with respect to the balconies, terraces, patios and other areas assigned to Unit 2716 as well as all maintenance fees with respect to Unit 2714.

Supreme Court Action No. 2008/CLE/GEN/FP00288

7. On 8 December 2008, the defendants commenced Supreme Court Action No. 2008/CLE/GEN/FP00288 ("the defendants' 2008 action") against Barefoot Postman Limited and DuPuch and Turnquest & Co., seeking, inter alia, a declaration that the defendants were entitled to a conveyance of Units 2714 and 2716 Coral Beach Condominium; an order that Barefoot Postman Limited execute a conveyance of the said units in favour of the defendants and pay any or all outstanding condominium maintenance fees and assessments.

8. Except for appearances being entered on behalf of Barefoot Postman Limited and DuPuch& Turnquest & Co. on 24 December 2008, no further steps have been taken in that action.

The deed of rectification and confirmation

9. By a deed of rectification and confirmation dated 18 May 2009 between Barefoot Postman Limited and the defendants, Barefoot Postman Limited, as vendor, granted conveyed and confirmed unto the defendants as purchasers, "firstly all those the units [2714 and 2716] together with the respective unit entitlement [0.322] of the units in the common property of the condominium declared to be an appurtenance thereto....TO HOLD the same unto and to the use of the purchasers in fee simple as joint tenants..."

10. As indicated, the conveyances of Units 2714 and 2716 from Andrew Kalman to Barefoot Postman Limited specifically conveyed the balconies terraces and patios assigned to the said units together with the appurtenances thereunto belonging and together with the unit entitlement.

11. However, the plaintiff contends that neither the 2006 conveyance nor the 2009 deed of rectification and confirmation in favour of the defendants specifically conveyed the balconies, terraces and patios assigned to the Units, therefore, title to those areas remains vested in Barefoot Postman Limited. The plaintiff contends further, that although the plaintiff's approval was sought and obtained with respect to the sale of Unit 2716, no such approval was sought or obtained with respect to Unit 2714 as required by the Condominium Byelaws. Further, that the maintenance and assessment fees with respect to Unit 2714, the balconies, terraces and patios assigned thereto as well as the additional maintenance fees with respect to the balconies, terraces and patios assigned to Unit 2716, fell into arrears as a result of non-payment.

Supreme Court Action No. 2010/CLE/GEN/FP00266

12. On 10 November 2010, the plaintiff commenced Supreme Court Action No. 2010/CLE/GEN/FP00266 ("the plaintiff's 2010 action"), seeking, inter alia, the following declarations and relief:

(a) A declaration that title to the balconies, terraces and patios assigned to Unit 2716 remains vested in the 1st Defendant.

(b) A declaration that the purported sale of Unit 2714 by Barefoot to the defendants by way of the 2006 Conveyance as purportedly amended by the 2009 Deed of Rectification is void on the basis that:

1. Barefoot Postman Limited failed to comply with Regulation 6.4 of the Byelaws; and that

2. No approval was granted by the plaintiff to Barefoot Postman Limited as required by Regulation 6.5 of the Byelaws.

(c) A declaration that title to the balconies, terraces and patios assigned to Unit 2714 remains vested in the 1st Defendant.

(d) The aggregate sum of $4,119.26 made up as shown hereunder, against Barefoot Postman Limited together with interest pursuant to the Civil Procedure (Award of Interest) Act, 1992.

Ordinary Maintenance Fees from February 2010 to October 2010 at $235.94 per month	$2,123.46
Special assessments levied on 1st June, 2009 1st February, 2010 and 1st June, 2010	$1,658.30
Power charges for the period 1st July, 2007 to 1st October, 2007	$ 337.50
TOTAL	$4,119.26

13. In its statement of claim, the plaintiff alleged that from May 2006 to December 2009 it had "erroneously" accepted payments from the defendants in respect of Unit 2714; that upon realizing its error, by letter dated 7 December 2009, the plaintiff wrote to the defendants indicating that the payments had been accepted in error as the plaintiff did not recognize the defendants' occupation and purported ownership of Unit 2714; that, accordingly, from or about

February 2010 the plaintiff ceased accepting payments from the defendants on account of Unit 2714.

14. The plaintiff alleged further that despite several demands of Barefoot Postman Limited, there for, the company had refused and or neglected to pay to the plaintiff the outstanding sums owed with respect to maintenance and assessment fees levied against Unit 2714.

15. Although an appearance was entered on 24 November 2010 on behalf of Barefoot Postman Limited in the plaintiff's 2010 action, no defence was filed on its behalf nor did it participate any further therein.

16. Moreover, although they also entered an appearance in the plaintiff's 2010 action as well as filed a summons seeking leave to have the firm of DuPuch & Turnquest & Company joined as a defendant thereto, the defendants applied to have themselves struck out as parties to that 2010 action on the ground that no reasonable cause of action against them had been disclosed therein.

17. In a written decision delivered on 11 May 2012, this Court found that although no cause of action was made against them in the statement of claim, the defendants had an interest in the outcome of the plaintiff's 2010 action and that the reason for joining them as parties thereto was to give them an opportunity to be heard with respect to that interest. However, this Court concluded that if, as they had done, the defendants chose not to participate in the proceedings, there was no alternative but to accede to their application. The plaintiff's 2010 action as against the second and third defendants therein, that is, the defendants herein, was, in the circumstances, struck out as disclosing no cause of action against them.

18. In light of the action being struck out as against the defendants, and upon being satisfied that Barefoot Postman Limited had been duly served with notice of the proceedings, this Court proceeded to hear the plaintiff's application and granted the following relief:

(1) A declaration that title to the balconies, terraces and patios assigned to Unit 2714 remains vested in Barefoot Postman Limited.

(2) A declaration that title to the balconies, terraces and patios assigned to Unit 2716 remains vested in Barefoot Postman Limited.

(3) A declaration that the plaintiff is entitled to hold Barefoot Postman Limited as the owner of Unit 2714 notwithstanding the purported sale thereof to the defendants, the defendants having failed to obtain the approval of the plaintiff for the said sale.

(4) Leave to the plaintiff to enter judgment against Barefoot Postman Limited for the sum of $4,119.26 being arrears of maintenance with respect to Unit 2714 together with interest.

The present action

19. The present action was commenced by the plaintiff on 14 December 2012 by a specially indorsed writ of summons in which the plaintiff seeks possession of Unit 2714 to enable it to seal off the interconnecting door or doorway between Units 2714 and 2716 Coral Beach Condominium and to enable the plaintiff to sell Unit 2714 with vacant possession pursuant to its statutory power of sale under the Law of Property Conveyancing (Condominium) Act, and costs.

20. Appearance was entered on behalf of the defendants on 29 January 2013. No defence was filed and on 18 February 2013 the plaintiff filed a summons seeking summary judgment. That summons was supported by the affidavit of Leslie E. Kincaid, filed on 8 Mach 2013.

21. On 19 February 2013 counsel for the defendants filed a summons seeking an order pursuant to Rules of the Supreme Court ("RSC") Order 18 rule 19 and the inherent jurisdiction

of the Court that the action be struck out against the defendants. Then on 16 April 2013 an ex parte summons for interlocutory injunction was filed on behalf of the defendants whereby the defendants sought an order that the plaintiff be restrained from disconnecting, interrupting or switching off the electrical supply to the defendant's condominium unit at Coral Beach Hotel until the trial of the action or further order.

22. There is no indication on the file that hearing dates were sought or obtained for either of the aforesaid summonses filed on the defendants' behalf.

23. However, the plaintiff's summons for summary judgment was set for hearing on 29 October 2013. Notice thereof was provided to the defendants on 4 April 2013. Evidence of service of such notice was contained in the affidavit of Bavardo Forbes, filed on 11 April 2013,

24. By letter dated 28 October 2013, received on the morning of 29 October 2013, counsel for the defendants wrote to the Clerk of the Court, informing him that he, Mr Maynard, was unable to attend Court for the scheduled hearing for the following reasons:

> "I have to attend a dentist urgently to obtain treatment which I expect would render me unable to perform my duty in court; also, I have to render assistance, to the extent that I am able to do so, in making arrangements for the funeral of a person who has been like a family member."

25. In that letter, counsel for the defendants also requested an adjournment and suggested that the plaintiff's summons could be combined and dealt with at the hearing of another fixture involving the same parties in Supreme Court Action No. 2010/COM/COM/FP0002 ("the defendants' 2010 action),which was scheduled for 18 November 2013.

26. There is no indication on the face of that letter that it was copied to counsel for the plaintiff, who, when he appeared for the hearing at the scheduled time on 29 October 2013, objected to the adjournment. However, in light of the reasons proffered by counsel for the defendants in his said letter, I granted the adjournment, not to 18 November 2013, but to 3:30 p.m. on 7 November 2013, a date on which I was aware that counsel for the defendant was scheduled to appear before me on another matter.

27. Counsel for the plaintiff undertook to notify counsel for the defendant of the adjourned date and by a notice filed 29 October 2013, it appears he did so. Service of the aforesaid notice, along with the order granting the adjournment, upon counsel for the defendants, was effected on 29 October 2013 and evidenced by an affidavit of service by Bouvardo Forbes filed herein on 4 November 2013.

28. Although counsel for the defendants appeared on the other matter scheduled for the morning of 7 November 2013, he did not appear on the hearing of the plaintiff's said summons previously scheduled to be heard on 29 October 2013, and adjourned to the afternoon of 7 November 2013.

29. After being satisfied that notice of the adjourned hearing had been duly served on the chambers of counsel for the defendants, I heard the plaintiff's application for summary judgment in the absence of the defendants and their counsel. However, I reserved my decision in the matter.

30. On 17 November 2013 when the parties appeared for the commencement of the trial in the defendant's 2010 action, I inquired of Mr Maynard why he had not appeared on 7 November 2013 at the hearing of the plaintiff's summary judgment application in the present action. He indicated that he was not aware of the same. However, in light Mr Forbes' evidence of delivery of the notice of adjourned hearing to his office and acceptance thereof by one of his employees,

Romeika Powell, Mr Maynard did not dispute that the notice had in fact been served on his office.

31. I informed Mr Maynard that I had heard the plaintiff's application for summary judgment in his absence and was in the process of writing my decision thereon.

32. Mr Maynard then informed the Court that he had been instructed to make an application that I recuse myself from further proceedings in the defendant's 2010 action because I had been a director of Barefoot Postman Limited while I was employed with the firm of Callenders & Co., the plaintiff's current counsel.

33. I indicated to Mr Maynard that I had no recollection of having been a director of Barefoot Postman Limited, but I would await his application.

34. The trial of the defendants' 2010 action, which was set for 17 November 2013, was, therefore, adjourned to permit Mr Maynard to make the recusal application on behalf of the defendants.

35. I confess that, having informed Mr Maynard that the plaintiff's summary judgment application in the present action had been heard in the defendants' absence but that a decision had not yet been made, I expected an application on behalf of the defendants either for a re-hearing of that application or a stay of my decision pending the result of the foreshadowed recusal application.

36. After not hearing any further from counsel for the defendants, in early March 2014, I requested the file to begin writing my decision on the summary judgment application, at which time I noticed that the defendants had filed a summons on 13 February 2014in the following terms:

> "that the Honourable Justice Mrs Estelle Gray Evans recuse herself from the further proceeding in this matter and any question relating to purchase of Units 2714 and 2716 Coral Beach Apartment Hotel from Barefoot Postman Limited having regard to her Ladyship relationship to that company and the firm of Callenders & Co. in 1985; and for directions providing for the transfer of this case to another judge."

37. In addition to the summons, the defendants had also filed a counterclaim, although they had not filed a defence to the plaintiff's claim.

38. After determining from my clerk that no date had been sought or obtained for the hearing of the defendants' proposed recusal application, and in light of the pending decision on the plaintiff's summary judgment application, on 10 March 2014, I called the parties in and scheduled the recusal application for 1 May 2014.

39. By a notice filed 23 April 2014 counsel for the defendants gave notice of the defendants' intention to rely on the supplemental affidavit filed in the defendants' 2010 action, and although the notice stated that a copy of the affidavit was annexed thereto, it was not.

40. However, there is on the file of the present action a supplemental affidavit of Tyrone Livingstone Anderson, the first defendant, filed on 11 November 2013, prior to the aforesaid summons. There is no indication in that affidavit as to its purpose but exhibited thereto is a photocopy of an annual statement for Barefoot Postman Limited dated 16 December 1985 which shows, inter alia, me, Estelle G. Gray Evans, as the owner of one share in, and the secretary and a director of, that company. At the date of that statement, I was a legal secretary with the firm of Callenders & Co., who, at the time provided registered office facilities for Barefoot Postman Limited.

41. Also exhibited to that affidavit is a copy of the aforesaid deed of settlement compromise and release which was signed by Mario Donato as president and countersigned/witnessed by Estelle G. Gray Evans.

42. Although there is nothing in the affidavit of the first defendant to say so, as I understand Mr Maynard's submissions, it is on the basis of those two documents that he makes this recusal application on behalf of the defendants.

The recusal application

43. Mr Maynard began his application by assuring the Court that "there was no allegation of bias or any wrong doing on the part of the judge"; that this matter was "concerned exclusively with the relationship between the parties in 1985." Further, that although he had no doubt that this Court was quite capable of being objective in any matter, "because Callenders was involved in the matter, apart from the fact that both [myself] and Mr [Frederick] Smith were shareholders and directors, [there was] the perception, no allegations, that there could be bias because [I] had already participated in a decision which [I]may have to revisit; not may have to, which [I am] going to [revisit] and make decisions on." That relationship, Mr Maynard said, was "too close not to bring to the judge's attention...Apart from the fact that you, my Lady, were an officer who made decisions in 1985 relating to matters which are now before you, I would request...I have not sought to embarrass this court to bring skeleton arguments. My submission is based upon the information which you are now aware of, I would ask you to recuse yourself."

44. Counsel for the defendants provided to the Court copies of two cases: Neymour and the Attorney General, No. 574 of 2002and a case from the Constitutional Court of South Africa, The President of the Republic of South Africa and Others v South African Rugby Football Union and Others, Case CCT 16/98. Further, during the course of his application, Mr Maynard also mentioned the "Pinochet case" but did not provide a copy thereof. In any event, little assistance was provided as to how those authorities applied to the particular facts of this case and as has so often been observed, most cases turn on their particular facts.

45. Counsel for the plaintiff opposes the application and submits that neither the defendants' summons nor the evidence in support thereof contains any facts, evidence or allegations which show a real likelihood of prejudice to the defendants as a result of the aforesaid alleged relationship. Moreover, he points out that Barefoot Postman Limited is not a party to this action. In his submission, therefore, the defendants' application should be dismissed as an abuse of the process of the court.

46. I am aware that if I accede to the defendant's application to recuse myself, my decision in that regard is not appealable, while a refusal to accede, is appealable, and very likely will be appealed.

47. I have, therefore, given much consideration to this decision and in the end I have decided not to accede to the defendants' application for the reasons set out hereunder.

48. As indicated, the defendants do not allege actual bias on my part. What is alleged, as I understand it, is "perceived bias"; that is, that there is a perception that my former relationship with Barefoot Postman Limited and Callenders & Co. in or about 1985 will prevent me from rendering an unbiased decision in matters relating to the present parties and Units 2714 and 2716 Coral Beach Condominium.

The law on recusal/bias

49. The test for determining whether there is perceived bias was formulated by Lord Phillips MR in Re Medicaments and Related Classes of Goods (2) [2001] I WLR; re-stated in Porter v Magill [2002] 2 WLR 37 at 83H-84A; affirmed in the Privy Council case of George Meerabux v

The Attorney General of Belize, Privy Council Appeal No. 9 of 2003; and cited with approval in number of local cases, including: Stubbs v. Attorney General [2009] 3 BHS J No. 135;2009 No. 95; Conticorp S.A. and others v The Central Bank of Ecuador et al and others [2009] 3 BHS J No. 126; SCCiv. App. No. 60 of 2009; Bryan Knowles v Regina No. 46 of 2009; Rami Weissfisch v Amir Weissfisch et al No. 53 of 2009.

50. In Magill v Porter, Lord Hope, at paragraph 103,re-stated the test as follows:

> "The question is whether the fair-minded and informed observer, having considered the facts, would conclude that there was a real possibility that the tribunal was biased."

51. In the George Meerabux case the Privy Council said:

> "The issue of apparent bias having been raised, it is nevertheless right that it should be thoroughly and carefully tested. Now that law on this issue has been settled, the appropriate way of doing this in a case such as this, where there is no suggestion that there was a personal or pecuniary interest, is to apply the *Porter v Magill* test. The question is what the fair-minded and informed observer would think." [underline added].

52. Then in the Conticorp S.A. case the Court of Appeal (Dame Sawyer, P, Longley, J.A. and Blackman, J.A.) noted that:

> "the word bias when used in connection with judicial proceedings means that the tribunal hearing the matter had either actual bias - in the sense that the tribunal had a personal interest in the outcome of the matter - or perceived bias - in the sense that bearing in mind all of the circumstances which have a bearing on the suggestion that the tribunal was biased, an objective and fair-minded and informed observer would conclude that there was a real possibility or a real danger (which means the same thing) that the tribunal was biased - see Lord Phillips of Worth Matravers MR in the case of In re Medicaments and Related Classes of Goods (No. 2) [2001] 1 WLR 700 at page 726 to 727". [underline added]

53. As I understand the authorities and the relevant principles, in applying the aforesaid test, the Court is required firstly to ascertain all of the circumstances which have a bearing on the allegation of apparent or perceived bias and then ask whether those circumstances would lead a fair minded and informed observer to conclude that there was a real possibility that the Court was biased. Flaherty v National Greyhound Racing Club Ltd. [2005] EWCA Civ 1117 at para 27.

54. Over the years, several characteristics have been attributed to the "fair-minded and informed observer". He/she:

(1) is objective and is not to be confused with the complainant, so that "any assumptions that the complainer makes are not to be attributed to the observer unless they can be justified objectively": Helow v Secretary of State for the Home Department [2008] 1 WLR 2416.

(2) is not a member of the judiciary, nor a member of the legal profession: Gilles v Secretary of State for Work and Pensions [2006] 1 WLP 781.

(3) is "neither complacent nor unduly sensitive or suspicious when he examines the facts that he can look at": Johnson v Johnson (2000) 201 CLR 488, 509, para 53;

(4) is "the sort of person who always reserves judgment on every point until he/she has fully seen and understood both sides of the argument"; Helow v Secretary for the Home Department supra.

(5) knows that fairness requires that a judge must be, and must be seen to be, unbiased; knows that judges, like anybody else, have their weaknesses; will not shrink from the conclusion, if it can be justified objectively, that things they have

said or done or associations that they have formed may make it difficult for judges to judge the case before them impartially." Helow v Secretary for the Home Department supra.

(6) is also aware of the "legal traditions and culture of this jurisdiction": Taylor v Lawrence [2003] QB 528, per Lord Woolf CJ.

(7) must be taken to know that judges are trained to have an open mind: El Farargy v El Farargy [2007] EWCA Civ 1149; and must not only be aware of the traditions of judicial integrity and of the judicial oath, but must "give it great weight": Robertson v HM Advocate 2007 SLT 1153.

55. In the case of The President of the Republic of South Africa and others v South African Rugby Football Union and Others, even though these observations were directed to the reasonable suspicion test, their Lordships' opinion expressed at para 48 is instructive:

> "... the correct approach to this application for the recusal of members of this Court is objective and the onus of establishing it rests upon the applicant. The question is whether a reasonable, objective and informed person would on the correct facts reasonably apprehend that the judge has not or will not bring an impartial mind to bear on the adjudication of the case, that is, a mind open to persuasion by the evidence and the submissions of counsel.[underline added].

56. So, what are the correct facts which have a bearing on the allegation of apparent or perceived bias in this case, of which the fair-minded and informed observer would be aware?

57. In my judgment, they include the following:

(1) The relationship, such as it was, existed approximately 29 years ago. There is no evidence that it continued beyond 1985. It may have but, frankly, I do not know.

(2) At the time, I was not a lawyer, but a legal secretary in the firm of Callenders & Co., who, like many law firms in The Bahamas, provided registered office facilities, which sometimes included the provision of nominee shareholders, officers and directors for companies incorporated under the Companies Act.

(3) Barefoot Postman Limited was one such company.

(4) Except for providing the aforesaid service/facility as an employee of Callenders & Co., to my knowledge, I have had no involvement with Barefoot Postman Limited.

(5) I do not now nor ever have had any financial interest in Barefoot Postman Limited.

(6) I have no personal, familial or financial interest in the outcome of the cases involving the parties hereto. Indeed, no such interest is alleged.

(7) I have not been employed with Callenders & Co., since December 1994.

(8) The transaction involving the sale and purchase of Units 2714 and 2716 between Barefoot Postman Limited and the defendants occurred in 2006, some 21 years after the 1985 date of the aforesaid annual statement and deed of settlement compromise and release.

(9) I was not in any way involved with the aforesaid transaction involving Barefoot Postman Limited and the defendants.

(10) The only action where Barefoot Postman Limited was named as a party has already been determined by me. That decision has not been set aside nor appealed and the defendants who had an opportunity to participate in that action declined to do so.

(11) The present action is a claim by the Condominium Association for possession of Unit 2714 aforesaid and the defendants' 2010 action is an action by the defendants against the plaintiff for relief from oppression of minority pursuant to section 285 of the Companies Act.

58. I am aware that on an application such as this the issue is not whether or not I believe that I am capable of impartiality when determining the issues in this case, but rather from the perspective of the reasonable person, the hypothetical informed observer, whether I can be.

59. I am also mindful of the observation of Mason, J in the High Court of Australia in the case of In Re JRL ex parte CJL (1986) 161 CLR 342 at 352, cited with approval in the case of the President of the Republic of South Africa and Others v South African Rugby Football Union and Others supra, that, although it is important that justice must be seen to be done, it is equally important that judicial officers discharge their duty to sit and do not, by acceding too readily to suggestions of appearance of bias, encourage parties to believe that by seeking the disqualification of a judge, they will have their case tried by someone thought to be more likely to decide the case in their favour."

60. In my judgment, the fair-minded, fully informed observer having the relevant facts, aware of the judicial oath and the presumption of impartiality, would come to the conclusion that it was unreasonable to suspect bias, real, apparent or perceived, on my part in hearing matters involving the present parties on the basis of my former relationship with Barefoot Postman Limited, which, on the evidence relied on by the defendants, occurred approximately 29 years ago, and more than 21 years before the transaction involving Barefoot Postman Limited and the defendants.

61. Moreover, I have already heard the plaintiff's summary judgment application and there is no application by the defendant for a re-hearing thereof or for a stay of my decision therein.

62. The only other action between the parties is the defendants' 2010 action which is an action to remedy oppression, nothing whatsoever to do with Barefoot Postman Limited.

63. In the result, and on what is presently before me, I decline to recuse myself from hearing matters involving the parties hereto on the ground of perceived bias as contended by the defendants.

64. I will now proceed to consider the plaintiff's application for summary judgment which will be delivered separately.

DELIVERED this 30th day of May A.D. 2014

Estelle G. Gray Evans,
Justice