

COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law & Equity Division

2023/CLE/gen/00186

BETWEEN

STEVEN J. GREELEY JR.

(In his capacity as Executor of the Estates of Richard Rozner, II)

Claimant

AND

DEBORAH ROZNER BOND

**(In her personal capacity and as the Administrator of the
Estate of Richard Ronald Rozner Sr.)**

1st Defendant

AND

LISA ROZNER McCORD

2nd Defendant

AND

NATHAN McCORD

3rd Defendant

Before: Her Ladyship The Honourable Madam Acting Justice Cheryl Bazard
KC

Appearances: Ms. Erin Hill along with Ms. Floirida Collie for the Claimant
Ms. Monique Gomez holding brief for Ms. Constance McDonald KC
for the Second and Third Defendants

Hearing Date: 1 October 2025

Application for Striking Out — Rule 26.3(1) (b)(c) and (d) – Application to Amend the Amended Claim Form and Statement of Claim

RULING

BAZARD, (ACTING) J:

INTRODUCTION

[1.] This is a Ruling for two extant applications, the first is an Application to Strike Out the Statement of Case brought on behalf of Deborah Rozner Bond (First Defendant), Lisa Rozner Bond (Second Defendant) and Nathan McCord (Third Defendant) (“hereinafter referred as “the Defendants”), and the second is an Application for Re-Amendment of the Amended Statement of Claim brought by Steven Greeley Jr (“the Claimant”).

BACKGROUND

[2.] On 28 February 2023, Mr. Steven Greeley Jr (“the Claimant”) filed a Generally Endorsed Writ of Summons seeking the following relief:

- a. A declaration that the Claimant is the rightful owner of the unit;
- b. An Order invalidating the Deed of Assent and its removal from the Registry of Records;
- c. A forensic accounting of any and all earnings derived from the Unit by the Defendants since the death of Mr. Rozner Sr.;
- d. Damages to be assessed;
- e. Interests;
- f. Such further declarations or other relief as the Court shall deem fit; and
- g. Costs.

[3.] On 26 February 2024, the Claimant filed a Notice of Application for extension of time to serve the said Statement of Claim and for substituted service. The application was supported by the Affidavit of Demi Pindling. On 22 May 2024 the Honourable Madam Senior Justice Deborah Fraser (as she then was) granted the Order extending time to serve the said Writ by six months as well as an Order for substituted service.

[4.] On 20 February 2025, the Claimant filed a Notice of Application for extension of time to serve the Amended Standard Claim Form and Statement of Claim and for Substituted Service. On 18 March 2025 an Order by Registrar Deal granted permission to serve the Amended Standard Claim Form and Statement of Claim by substituted means, namely via email.

[5.] On 5 June 2025 the Second Affidavit of Floidira M. Collie was filed. At paragraphs 5 to 8, Ms. Collie aver that the 1st, 2nd and 3rd Defendants have not filed an acknowledgement of service or a Defence in the action.

[6.] On 24 July 2005, the Defendants filed a Notice of Application to Strike Out the Statement of Case pursuant to Part 26(3) of the Supreme Court Civil Procedure Rules 2022 (“CPR”) on the grounds that:

- a. There was failure to comply with Part 21 of the CPR;**
- b. The Statement of Claim does not disclose any reasonable ground for bringing a claim;**
- c. The Claimant has not produced any evidence of his entitlement to bringing a claim in The Bahamas;**

The Defendants seek to have the Statement of Claim dismissed with costs to the Defendants.

The Notice of Application was supported by the Affidavit of Lisa Rozner, the Second Defendant which was filed on 25 July 2025.

[8.] On 5 September 2025 the Claimant filed a Notice of Application seeking leave to amend the Amended Claim Form and Statement of Claim filed on 24 October 2024, and in opposition to the Notice of Application filed on behalf of the Second Defendant and Third Defendant on 24 July 2025 seeking to strike out the Statement of Claim pursuant to Rule 20.1(2). The Application was supported by the Affidavit of Floidira M. Collie filed on 5 September 2025.

[9.] On 26 September 2025 an Order was granted by Justice Lewis-Johnson, appointing Steven J. Greeley Jr. as *Administrator ad Collegendam bona* of the Estate of Richard Rozner II for the purposes of continuing Supreme Court Action 2023/CLE/gen/00186 and collecting, preserving and protecting the assets of the estate.

EVIDENCE

Defendants’ Evidence

[10.] The Defendants’ Notice of Application is supported by the Affidavit of Lisa Rozner McCord, filed on 25 July 2025. Ms. McCord states that she became aware of the Claimant’s claim on 18 January 2023 and avers that her late brother, Richard Rozner II, had no knowledge of the conveyance in question, which was purportedly executed by their parents. She maintains that Condominium Unit 212, the only Bahamian property owned by their father, Richard Rozner Sr., was never registered in her brother’s name. Ms. McCord further states that prior to his death on 1 January 2020, her brother left an unfunded trust in the United States and that there was no reference to any Bahamian property in relation to that trust.

[11.] Ms. McCord deposes that Richard Rozner Sr. died on 5 May 2012 leaving a Last Will and Testament, and that Letters of Administration in his estate were granted on 7 December 2020. She

notes that the Claimant, who resides outside of the jurisdiction, commenced these proceedings two years later.

[12.] Referring to the Last Will and Testament of Richard Rozner II, dated 24 May 2017, Ms. McCord states that the Will contains no reference to the subject condominium and, to her knowledge, has not been probated in Illinois or resealed in The Bahamas. She concludes that the Claimant has no standing or jurisdiction to bring this action and that the Statement of Claim should be struck out. Exhibited to the Affidavit are copies of the relevant conveyances, probate documents, wills, and related correspondence.

Claimant's Evidence

[13.] The Claimant's Application is supported by the Affidavit of Steven J. Greeley Jr., filed on 16 September 2025 (**"the Greeley Affidavit"**). Mr. Greeley states that he is a Partner in the law firm Franks Gerkin Pointz & Greeley P.C., and that he makes this Affidavit in support of the Claimant's Notice of Application to amend the Amended Claim Form and Statement of Claim, and in opposition to the Application of the 2nd and 3rd Defendants filed on 24 July 2025 seeking to strike out the claim.

[14.] Mr. Greeley deposes that Richard Rozner II (**"RR II"**) died on 1 January 2020, and that by his Last Will and Testament, he appointed "Terrance J. McKenna or the senior-most partner of Franks, Gerkin & McKenna P.C., or its successor" to act as Executor of his estate. By Order of the Circuit Court of the Twenty-Second Judicial Circuit, McHenry County, Illinois, filed on 15 December 2020, Mr. Greeley was appointed Administrator of the Estate of RR II and received Letters of Office authorising him to act in that capacity.

[15.] Mr. Greeley explains that the only outstanding issue in the Illinois probate proceedings concerns confirmation of RR II's ownership of Unit 212, Obera Beach Condominium, Freeport, Grand Bahama, and that the Illinois probate cannot be concluded until the present Bahamian proceedings are determined. He further states that an application to reseat the Letters of Office is pending before the Bahamian Probate Court, and that this action was properly commenced prior to completion of that process. The amendments sought, merely clarify his capacity as Administrator and provide additional particulars of the Claimant's case. He also notes that he has begun proceedings in The Bahamas to be appointed *Administrator ad colligenda bona*.

[16.] In response to paragraph 16 of the Second Defendant's Affidavit questioning the Claimant's identity, Mr. Greeley states that during a teleconference on 5 January 2021, he informed the Second Defendant of his appointment and advised that Unit 212 formed part of RR II's estate. He avers that the Second Defendant was fully aware of his identity, having previously communicated with him regarding a potential purchase of her interest in the lakefront property.

[17.] Mr. Greeley further states that by Indenture of Conveyance dated 20 February 1997, Richard Rozner Sr. purchased Unit 212, and by Deed of Gift dated 15 November 2007, he conveyed the Unit to himself, Mrs. Rozner, and RR II. Upon the deaths of Mr. Rozner Sr. on 15 May 2012 and Mrs. Rozner on 13 June 2015, RR II became the sole owner of the Unit. Following RR II's death, Mr. Greeley asserts that two improper and unlawful conveyances of the Unit were executed. He disputes the averments of the First Defendant at paragraphs 4, 10 and 15 of her Affidavit that RR II had no knowledge of the alleged conveyance, that no attorneys were aware of any Deed of Gift or advertisement of Letters of Administration, and that the Letters obtained in the Estate of Mr. Rozner Sr. were misconceived, as both the First and Second Defendants knew that Mr. Rozner Sr. had executed a valid Will disposing of his residual property.

[18.] Mr. Greeley concludes by averring that the matter raises serious issues to be tried. Exhibited to the Greeley Affidavit are copies of the Death Certificate of Richard Rozner II, Last Will and Testament of Richard Rozner II, Illinois Probate Form, Letters of Office appointing Mr. Greeley as Administrator, the Illinois Court Order, Originating Application for appointment as *Administrator ad colligenda bona*, Deed of Assent, relevant emails, and conveyances.

ISSUES:

[19.] **The issue for this Court's determination are:**

(i) Whether to Strike Out the Claimant's Standard Claim Form because it does not disclose any reasonable ground for bringing or defending a claim;

(ii) Whether to grant the Claimant leave to re-Amend the Amended Statement of Claim.

Defendants' Submissions

[20.] The Defendants' case is that there is no issue in dispute between the parties. In the Affidavit of the Second Defendant filed on 24 July 2025, it is averred that Rozner II never executed the Deed of Gift and had no idea of its existence. Further, Counsel submits that the Claimant is a volunteer and is not in a position to bring any action before this Court as the law is clear regarding the disposition of property. Counsel submits that the Claimant is coming to the proverbial table sixteen years later claiming fraud while the proper issue rests in the Deed of Gift which was not signed, stamped and recorded since 2007. Counsel referred the cases of **Dicey v Morris** and **Wood-groom v Fowler CLE/gen/309 of 2009**.

[21.] Counsel further argued that there is no indication that the Claimant was aware that the unit was solely owned by Rozner. Counsel referred to the cases of **Sugar Plantation Ltd v McIntosh CLE/gen/ 793 of 1994** and **Associated Leisure Ltd (Photographic Equipment Co. Ltd) and other v Associated Newspapers Ltd (1970) 21 B. 450** in support of the position that the allegation of fraud must be properly pleaded.

[22.] It is the contention of Counsel that the Claimant failed to provide evidence or sufficient particulars to support the allegations of fraud. She further contended that in contravention of the International Persons Land Holding Act Chapter 140, no approval was obtained for a non-Bahamian to acquire an interest in land and further that the Deed of Assent in question has not been duly stamped and recorded. Counsel submits that the Claimant has not disclosed any reasonable ground for bringing the action and the same should be dismissed.

Claimant's Submissions

[23.] Counsel for the Claimant submits that it is generally accepted that a party cannot seek to advance a case that is not expressly raised in his pleading and that the purpose of pleadings is to define issues for trial and prevent surprise attacks. Counsel further submits that the court's discretion to permit amendments is guided by **Rule 20.1(2) of CPR** and in exercise of that discretion the factors are set out in rule 20.1(3). Counsel cited the cases of **Glendon E. Rolle v Scotiabank (Bahamas) Limited [2022] 1 BHS J. No. 30**; **Rose and other v Creativivityetc Limited [2019] EWHC 1043 (CH)**; **Bahamas Telecommunications Company Ltd v Island Bell Limited**.

[24.] Counsel contends that the Claimant's proposed amendments do not introduce a new cause of action but rather clarify and further particularize the existing allegations regarding the fraudulent nature of the Deed of Assent and the 2022 Conveyance.

[25.] Counsel argues that the Defendants' application to strike out the claim is inconsistent with the common law position and the requirement of resealing is a condition precedent to a final judgment and not the institution of a proceeding. Further the authorities recognized that an executor may commence proceedings in order to protect the asset of the estate. Counsel referenced **Halsbury Laws of England** and **Henfield v Walkine [2014] 3 BHS J No 52** to support the position that an executor can begin proceedings before the Grant of Probate has been obtained once the grant is obtained prior to final judgment.

LAW

Striking Out

[26.] The power of the Court to Strike Out a Statement of Claim is provided for by **Rule 26.3 of CPR** which states as follows:

“(1) In addition to any other power under these Rules, the Court may strike out a statement of case or part of a statement of case if it appears to the Court that –

(a) there has been a failure to comply with a rule, practice direction, order or direction given by the Court in the proceedings;

(b) the statement of case or the part to be struck out does not disclose any reasonable ground for bringing or defending a claim;

(c) the statement of case or part to be struck out is frivolous, vexatious, scandalous, an abuse of the process of the Court or is likely to obstruct the just disposal of the proceedings;

(d) the statement of case or part to be struck out is prolix or does not comply with the requirements of Part 8 or 10.”

[27.] The test that should be applied by the court on an application to strike out when exercising its discretionary power was discussed by Charles J (as she then was) in **B. E. Holdings Limited v Lianji** (also known as Linda Piao-Evans or Lian Ji Piao-Evans) [2017] 1 BHS J. No. 28, where she reaffirmed that:

“[7] As a general rule, the court has the power to strike out a party’s case either on the application of a party or on its own initiative. Striking out is often described as a draconian step, as it usually means that either the whole or part of that party’s case is at an end. Therefore, it should be taken only in exceptional cases. The reason for proceeding cautiously has frequently been explained as that the exercise of this discretion deprives a party of his right to a trial and his ability to fortify his case through the process of disclosure and other procedures such as requests for further and better particulars.

[8] In **Walsh v Misseldine** [2000] CPLR 201, CA, Brooke LJ held that, when deciding whether or not to strike out, the court should concentrate on the intrinsic justice of the case in the light of the overriding objective, take into account all the relevant circumstances and make ‘a broad judgment after considering the available possibilities.’ The court must be persuaded either that a party is unable to prove the allegations made against the other party; or that the statement of claim is incurably bad; or that it discloses no reasonable ground for bringing or defending the claim; or that it had no real prospect of succeeding at trial.”

[28.] The power to strike out a statement of case is usually exercised where there is no reasonable cause of action. This reasoning was reinforced by the Bahamian Court of Appeal decision in **West Island Properties Limited v Sabre Investment Limited and others** SCCiv App No. 119 of 2010 at paragraph 15 and 16, where it was stated:

“15. In the case of **Drummond-Jackson v. British Medical Association** [1970] 1 W.L.R. 688, Lord Pearson determined that a cause of action was reasonable where it had some chance of success when considering the allegations contained in the pleadings alone. That is, beginning at page 695, he said the following:

“Over a long period of years it has been firmly established by many authorities that the power to strike out a statement of claim as disclosing no reasonable cause of action is a summary power which should be exercised only in plain and obvious cases.

...

In my opinion the traditional and hitherto accepted view – that the power should only be used in plain and obvious cases – is correct according to the intention of the rule for several reasons. First, there is in paragraph (1)(a) of the rule the expression “reasonable cause of

action,” to which Lindley M. R. called attention in *Hubbuck & Sons Ltd. V. Wilkinson, Heywood & Clark Ltd.* [1899] 1 Q.B. 86, pp. 90 – 91. No exact paraphrase can be given, but I think “reasonable cause of actions” means cause of action with some prospect of success, when (as required by paragraph (2) of the rule) only the allegations in the pleading are considered. If when those allegations are examined it is found that the alleged cause of action is certain to fail, the statement of claim should be struck out. In *Nagle v Feilden* [1966] 2 Q.B. 633 Danckwerts L.J. said, at p. 648:

‘The summary remedy which has been applied to this action is one which is only to be applied in plain and obvious cases when the action is one which cannot succeed or is in some way an abuse of the process of the court.’

Salmon L. J. said, at p. 651: ‘It is well settled that a statement of claim should not be struck out and the plaintiff driven from the judgment seat unless the case is unarguable.’ Secondly, subparagraph (a) in paragraph (1) of the rule takes some colour from its context in subparagraph (b) “scandalous, frivolous or vexatious,” subparagraph (c) “prejudice, embarrass or delay the fair trial of the action” and subparagraph (d) “otherwise an abuse of the process of the court.” The defect referred to in subparagraph (a) is a radical defect ranking with those referred to in the other subparagraphs. Thirdly, an application for the statement of claim to be struck out under this rule is made at a very early stage of the action when there is only the statement of claim without any other pleadings and without any evidence at all. The plaintiff should not be “driven from the judgment seat” at this very early stage unless it is quite plain that his alleged cause of action has no chance of success. The fourth reason is that the procedure, which is (if the action is in the Queen’s Bench Division) by application to the master and on appeal to the judge in chambers, with no further appeal as of right to the Court of Appeal, is not appropriate for other than plain and obvious cases.

...

That is the basis of rule and practice on which one has to approach the question when the plaintiff’s statement of claim in the present case discloses any reasonable cause of action. It is not permissible to anticipate the defence or defences — possibly some very strong ones — which the defendants may plead and be able to prove at the trial, nor anything which the plaintiff may plead in reply and seek to rely on at the trial.”

[29.] Whenever fraud is pleaded the Court of Appeal in *West Island Properties Limited (supra)* explains at paragraph 17:

“.... In the Common Law Courts no rule was more clearly settled that fraud must be distinctly alleged and as distinctly proved, and that it was not allowable to leave fraud to be inferred from the facts.”

In exercising its discretion to strike out a claim for being frivolous, vexatious and an abuse of power, the Court must be satisfied that there is no real prospect to defend the claim.

Amendment

[30.] **Rule 20.1 of the Supreme Court Civil Procedure Rules (the “CPR”) provides that:**

“20.1 Changes to statement of case.

- (1) A statement of case may be amended once, without the Court’s permission, at any time prior to the date fixed by the Court for the first case management conference.**
- (2) The Court may give permission to amend a statement of case at a case management conference or at any time on an application to the Court.**
- (3) When considering an application to amend a statement of case pursuant to paragraph (2), the factors to which the Court must have regard are –**
 - (a) how promptly the applicant has applied to the Court after becoming aware that the change was one which he wished to make;**
 - (b) the prejudice to the applicant if the application was refused;**
 - (c) the prejudice to the other parties if the changes were permitted;**
 - (d) whether any prejudice to any other party can be compensated by the payment of costs and or interest;**
 - (e) whether the trial date or any likely trial date can still be met if the application is granted; and**
 - (f) the administration of justice.**
- (4) A statement of case may not be amended without permission under this rule if the change is one to which any of the following applies –**
 - (a) Rule 19.4; or**
 - (b) Rule 20.2.**
- (5) An amended statement of case must include a certificate of truth under rule 3.8**

[31.] In my consideration of the two applications, the Court found the authorities cited by counsel for the Claimant instructive and helpful.

[32.] It is fundamental that pleadings should set out the nature of the case that is to be advanced by each party. In **Glendon E. Rolle v Scotiabank (Bahamas) Limited [2022] 1 BHS J. No. 30**, Charles J (as she then was) at paragraphs 39 and 40 discussed the requirement of pleadings:

“39. The starting point must always be pleadings. In *Loveridge and Loveridge v Healey* [2004] EWCA Civ. 173, Lord Phillips MR said at paragraph 23:

“*Mcphilemy v Times Newspapers Ltd* [1999] 3 ALL ER 775 Lord Woolf MR observed at 792-793:

‘Pleadings are still required to mark out the parameters of the case that is being advanced by each party. In particular they are still critical to identify the issues and the extent of the dispute between the parties. What is important is that the pleadings should make clear the general nature of the case of the pleader.’”

[Emphasis Added]

40 At paragraph 40 of the Judgement, Sir Michael went on to state:

“It is on the basis of pleadings that the parties decide what evidence they will need to place before the court and what preparations are necessary for trial.”

[33.] Turning next to the court’s discretion in granting amendments, useful guidance can be found in the reasoning of Eyre J in **Rose and Others v Creativityetc Limited [2019] EWHC 1043** where at paragraph 40, he states:

“[40.] At the early stages of proceedings the interest in allowing the real dispute between the parties to be determined and in allowing each party to put forward its best case is likely to predominate. That is because normally at that stage the prejudice to the other side; the waste of court time; and the adverse effect on other litigants are likely to be less than they later become and so they are unlikely to prevail. As a case progresses and later an amendment is proposed then those factors will normally acquire greater weight because as a case progresses the prejudice, waste, and adverse effect will normally become greater. Similarly, the later in the process and amendment is proposed then normally the less justified will be a party’s contention that it is unjust for that party to be prevented from raising the new matters. A party who delays in putting his or her full claim or defence forward runs the risk of being seen as the author of his or her own misfortune.”

[34.] The same principles were echoed by the Court of Appeal in **Bahamas Telecommunications Company Limited [2017] 1 BHS J. No 40** where it was observed at paragraph 34 that:

[34]...amendments should only be allowed if they can be done without injustice. In determining whether there is injustice, the court must consider the lateness of the application; the sufficiency of the reasons for the late application; whether a fair trial and the determination of the issues would be compromised by the granting of leave; and whether costs would compensate.”

Discussion and Analysis

[35.] In this case, Counsel for the Defendants contends that “under the guise of Amendment, the Claimant is filing an entirely new action against the Defendants”. Counsel relies heavily on the failure to stamp and record the Deed of Gift, and that there is no evidence to support the allegation of fraud. On that basis, the Defendants argue that the claim discloses no reasonable cause of action and should be struck out.

[36.] In opposition, Counsel for the Claimant submits that the strike out application is entirely misconceived. It is contended that the action is neither frivolous, vexatious, nor an abuse of process but is properly brought to preserve the asset of the Estate of Rozner II. The Claimant further argues that the proposed re-amendment merely clarifies his capacity as *Administrator ad colligenda bona* and should therefore be permitted.

[37.] The impugned documents include: (i) the Deed of Gift dated 15th November 2007 (between Richard Ronald Rozner Sr. and Mrs. June Rozner and Ronald Rozner Jr.; (ii) the Deed of Assent dated 14 October 2021 between Deborah Rozner Bond as Administrator of the Estate of

Richard Ronald Rozner Sr., and Deborah Rozner Bond and Lisa Rozner-McCord; (iii) the Conveyance dated 21st April, 2022 from Deborah Rozner Bond and Nathan Daniel McCord. The allegations of fraud concern the latter two instruments. On their face, these allegations raise issues of fact that warrant determination at trial and are not suitable for disposal at this stage.

[38.] Having examined the re-amended Amended Statement of Claim, the Court is satisfied that the Claimant has sufficiently and distinctly pleaded the allegations of fraud, which raise serious issues of fact which must be examined and determined at trial.

[39.] The Defendants further submit that the Claimant lacks standing, asserting that as a non-Bahamian he has no authority to hold or claim property in The Bahamas and that the Estate of Rozner II was never resealed in this jurisdiction. In support of this position, reliance was placed on sections 12(1), 12(2), 12(3), 17(1) and 26 of the Probate and Administration of Estates Act 2011.

[40.] It is well established that an executor or administrator derives authority from the will or grant, and that while probate or letters or administration prefect that authority, the representative may, upon appointment, continue proceedings to protect the estate's interests. The Court notes the recent appointment of the Claimant as *Administrator ad Colligenda bona* of the Estate of Richard Rozner II on 26th September 2025, which confers upon him the authority to preserve the estate's assets and to continue these proceedings.

[41.] In considering the Defendants' strike out application, the Court is mindful that the power to strike out under **Rule 26.1 CPR** is to be exercised only in plain and obvious cases. The test is whether the pleadings disclose no reasonable cause of action or are incurably bad. Having reviewed the pleadings and the evidence, the Court is satisfied that the Statement of Claim raises serious, live issues of fact that ought to be determined at trial. It would therefore not be appropriate to strike out the action at this preliminary stage.

[42.] Turning to the Claimant's application to re-amend the Amended Statement of Claim, the governing principles under **Rule 20.1 CPR** and the authorities of **Rose v Creativityetc Ltd [2019] EWHC 1043** and **BTC v BCPOU [2017] 1 BHS J. No. 40** are clear. The Court must consider promptness, prejudice, and the overall administration of justice and that amendments should generally be allowed where they assist in determining the real issues between the parties and do not cause injustice.

[43.] The Court notes that the Claimant's application was made promptly, just prior to his appointment as *Administrator ad colligenda bona*. The proposed amendments do not introduce a new cause of action but rather clarify the Claimant's representative capacity and provides context to the allegations already pleaded. The Defendants have identified no prejudice that cannot be compensated by costs, and the amendments will facilitate the proper determination of issues between the parties.

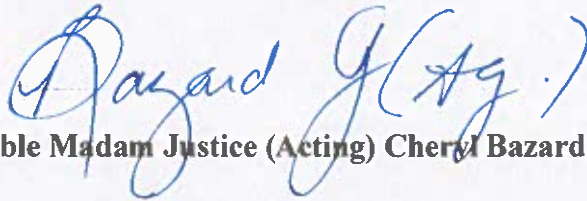
CONCLUSION

[44.] For the foregoing reasons, I find that the Claimant's proposed re-amendment does not create a new cause of action but merely refines and clarifies the existing pleadings. The Amended Statement of Claim, as re-amended, discloses a reasonable cause of action that should properly be tried. Accordingly, the strike out application fails.

[45.] It is hereby ordered that:

1. The Claimant's Notice of Application for Re-Amendment of the Amended Statement of Claim filed on 5th September 2025 is granted;
2. The Defendants' Notice of Application to strike out is dismissed.
3. Cost is granted to the Claimant on the basis that costs follow the event.
4. The matter shall proceed to case management.

Dated 25th day of November, 2025

A handwritten signature in blue ink, appearing to read "Bazard J (Ag.)", is written over the printed name of the judge.

The Honourable Madam Justice (Acting) Cheryl Bazard, KC