

Commonwealth of The Bahamas

In the Supreme Court

Common Law and Equity Division

Claim No. 2024/CLE/Gen/01069

IN THE MATTER of Indenture of Mortgage dated 17th day of August, A.D., 2006 made between Antonio Stanley Albury and Lisa Albury and Scotiabank (Bahamas) Limited.

AND IN THE MATTER of Indenture of Further Charge dated the 26th day of March, A.D., 2008 made between Antonio Stanley Albury and Lisa Albury and Scotiabank (Bahamas) Limited.

AND IN THE MATTER of the Conveyancing and Law of Property Act, Chapter 138 of the Statute Laws of the Bahamas.

AND IN THE MATTER of Part 62, Section I of the Civil Procedure Rules 2022.

B E T W E E N

SCOTIABANK (BAHAMAS) LIMITED

Claimant

AND

ANTONIO STANLEY ALBURY

First Defendant

AND

LISA ALBURY

Second Defendant

Before: Her Ladyship The Honourable Madam Justice Cheryl Bazard KC

Appearances: Ms. Nerissa Greene and Kyle Strachan for the Claimant
Mr. Osman Johnson for the First and Second Defendants

Hearing Dates: 24 November 2025

RULING

BAZARD, J:

[1.] The Court has to consider two extant Applications made by Antonio Stanley Albury (“**the First Defendant**”) and Lisa Albury (“**the Second Defendant**”) (hereinafter referred to as “**the Defendants**”) against Scotiabank (Bahamas) Limited (“**the Claimant**”) seeking to set aside the Fixed Date Claim and an Order directing that these proceedings be transferred to the Northern Region.

Background

[2.] On 22 November 2024, the Claimant filed a Fixed Date Claim against the Defendants, with the Statement of Claim included therein. The Claimant seeks the following:

“(a) An Order (sic) Vacant Possession of the Mortgaged Property being ALL THAT pieces parcels or lots of land being Lot Numbered Forty (40) and Forty-two (42) being a portion of Tract “B-88” called and known as “THE JOHN SWEETING TRACT” situate near the settlement of Marsh Harbour on the Island of Great Abaco one of the Islands in the Commonwealth of The Bahamas.

(b) That the Mortgagor deliver up possession of the Mortgaged Property to the Mortgagee within 28 days of the Order,

(c) An Order that the Claimant is entitled to exercise its power of sale on the Mortgaged Property;

(d) Judgement (sic) for the outstanding sum of \$393,821.98 due and owing under the Mortgage dated 17th day of August, A.D. 2006 and Further Charge dated the 28th day of March, A.D., 2008 respectively, which represents (sic):-

a. the principal sum of \$184,553.12, Accrued Interest in the sum of \$49,614.90, Late Fees in the sum of \$1,160.00, Total Life/HCP premium due in the sum of \$534.40 and additional Interest Charges in the sum of \$7,584.00 under loan numbered 1679308BS;

b. the principal sum of \$53,803.11, Add on Charges in the sum of \$36,930.81; Accrued Interest in the sum of \$19,105.47, Interest on Add-On Charges in the sum of \$25,568.49 and Late Fees in the sum of \$1,460.00 and additional Interest Charges in the sum of \$8,037.00 under loan numbered 1679929BS

(e) Interest at the rate of 6.25% per centum per annum on the outstanding principal sum of \$184, 553.12 from August 6, 2024 to the date of payment or Judgment and thereafter at the statutory rate pursuant to the Civil Procedure (Award of Interest) Act from the date of judgment until payment;

(f) Interest at the rate of 7.75% per centum per annum on the outstanding principal sum of \$53, 803.11 from August 6, 2024 to the date of payment or Judgment and thereafter at the statutory rate pursuant to the Civil Procedure (Award of Interest) Act from the date of judgment until payment.

(g) Such further or other reliefs as the court deems just; and

(h) Costs

[3.] An affidavit of Chante Hanna (“the Hanna Affidavit”) was filed on the 27th November, 2025 in support of the claim which exhibited the recorded mortgage, demand letters dated 27 January, 2021, 18 February, 2021 and printouts of the loan balances.

[4.] On the 10th February, 2025, the Claimant filed the Affidavit of WPC 3900 Lataya Rolle that averred that on 14 January, 2025, WPC 3900 Rolle served the 1st Defendant with “...a true copy of the Fixed Date Claim... and a true copy of the Affidavit of Chante Hanna filed on the 27th November, 2024.

[5.] In fact, the service of the Fixed Date Claim form on the 1st and 2nd Defendants is supported by the Affidavit of Nakia Mitchell, Legal Assistant in the law firm of Ayse Rengin Dengizer Johnson & Co., filed on 27 January, 2025 where she avers at paragraph 2 ‘THAT, I am duly authorized to swear this Affidavit in support of the **First and Second Defendant’s application to set aside service of....the claimant’s Fixed Date Claim.**’ [Emphasis added]. At paragraph 4, she continues:- “THAT, on or about January 14th 2025 the law firm received an email from the First Defendant with a scanned copy of the fixed date claim form attached and a note from the First Defendant indicating that the Affidavit would be forwarded to us. The law firm subsequently received an email from the First Defendant on January 27th 2025, advising us that the only documents he was served with on January 14th 2025 were the Fixed Date Claim and Affidavit in Support.” The emails were exhibited to the said Affidavit.

[6.] The Claimants filed an Affidavit of Service on 10 February 2025 in which the Affiant stated at paragraph 3 that she served the Second Defendant on 14 January 2025 with a Fixed Date Claim filed on the 22nd November, 2024 and the Affidavit of Chante Hanna filed on the 22nd November, A.D., 2024.

[7.] On 18th February 2025 the Claimant filed an Affidavit of Service in which the Affiant stated at para. 3 that she served the First Defendant on 22 January 2025 “...the said Acknowledgement of Service form. Exhibited to the Affidavit as LR1 is a copy of the said form duly signed.

[8.] The Defendants filed an Acknowledgement of Service on 15 January 2025.

[9.] On 27 January 2025 the Defendants filed a Notice of Application and Affidavit in Support pursuant to parts 1.1(1) and 1.1(2), 9.7(6)(b) and 26.3(1)(a) of the Supreme Court Civil Procedure Rules 2022 (“CPR”) and in accordance with the overriding objectives of the CPR and/or in the exercise of the inherent jurisdiction of the Court for:

(a) An Order pursuant to Part 9.7(6)(b) of the Supreme Court Civil Procedure Rules 2022, setting aside service of the Claimant’s Fixed Date Claim and Statement of Claim filed herein on November 22nd 2024, and (sic) on the basis of irregular service not being in compliance with requirements under Part 8.14 of the Civil Procedure Rules 2022;

(b) An Order pursuant to Part 9.7(6)(c) and/or Part 26.3(1)(a) of the Supreme Court Civil Procedure Rules 2022, striking out the Claimant’s Fixed Date Claim and Statement of Claim filed herein on November 22nd 2024, and (sic) on the basis of irregular service not being in compliance with requirements under Part 8.14 of the Civil Procedure Rules, 2022, and the failure of the Claimant to execute the statement of truth personally and/or its Attorney’s failure to state reasons why it was impractical for the Claimant and/or its one of its

representatives to execute the statement personally, contrary to Part 3.8(2) and (4)(a) and (b) of the CPR 2022.

(c) Additionally and/or alternatively, an Order pursuant to Rule 1, with specific reference to 1.1(1) and 1.1(2) of the CPR setting aside service of the Claimant's Fixed Date Claim form and Statement of Claim filed herein on November 22nd 2024, and on the basis of irregular service not being in compliance with requirements under Part 8.14 of the Civil Procedure Rules 2022 and pursuant to the overriding objectives of the Supreme Court Civil Procedure Rules 2022. [Emphasis added]

[10.] The Defendant's second Notice of Application was filed on 7 October 2025 pursuant to Parts 8.3(2), (4)(a), (5) and (6) and 26.1(2)(r) of the Supreme Court Civil Procedure Rules 2022 ("CPR 2022"). The Notice of Application is supported by the Affidavit of Nakia Mitchell filed on 27 January 2025 and 7 October 2025. The Defendants seek the following relief:

"1.1 The proceedings relate to a mortgage facility concerning land that is situate in the Northern Region and with reference to Part 8.3(2) of the CPR 2022, the current proceedings should have been commenced by the Claimant at the Court office in Grand Bahama and not New Providence.

1.2 The record in these proceedings reflects that the cause of action arose and the Defendants both reside and carry on business in the Northern Region and under the provisions of Part 8.3(4)(a) of the CPR 2022, the action should have been commenced by the Claimant at the court office in Grand Bahama and not New Providence.

1.3 The provisions of Part 8.3(5) and Part 26.1(2) CPR 2022 entitle the Defendants to submit the present notice of application without notice and seek an Order that the proceedings be transferred to the Northern Region in light of what is provided for under Parts 8.3(2) and 8.3(4)(a) of the CPR 2022.

2. Additionally, and/or alternatively, an Order pursuant to Rule 1, with specific reference to 1.1(1) and 1.1(2) of the Civil Procedure Rules 2022, directing that the whole of these proceedings be transferred to the Northern Region"

[11.] The Claimant has admitted that the G10 form was not served with the Fixed Date Claim Form. Further, the Claimant opposed the Defendants' application for change of venue subject to CPR Rules 8.3(2) and 8.3(5).

Issues:

[12.] The issues to be determined are:

1. Whether the Court is to strike the Fixed Date Claim and Statement of Claim on basis of that the G10 form was not served along with it; and

2. Whether the Court should accede to the Defendant's application and transfer these proceedings to the Northern Region as they are presently in the incorrect jurisdiction for determination.

3. Have the Defendants taken any action or waived their right to a change of jurisdiction by the taking of fresh steps.

Defendant's Submissions on Issue 1

[13.] The Defendants contend that the Claimant has provided no justification for filing the claim in New Providence and that the chosen venue is inconvenient, oppressive, and unduly burdensome, as it requires them to travel to another region to defend proceedings concerning their homes. They argue that the interests of justice and the efficient administration of justice, as reflected in the CPR, strongly favor a transfer of venue. Further, they submit that **Part 8.14 of the CPR** imposes a mandatory obligation on the Claimant to serve the Acknowledgment of Service (Form G8) together with the Fixed Date Claim Form, and that the Claimant's failure to comply with this fundamental requirement compromises the fairness of the proceedings and calls into question the Court's jurisdiction.

Claimant's submissions on Issue 1

[14.] The Claimant submits that the First Defendant was duly served with the Fixed Date Claim Form and the Acknowledgment of Service, both of which were signed, and that any objection to service or venue was thereby waived by acceptance. Further, by filing an Acknowledgment of Service on 15 January 2025, the Defendants entered an unconditional appearance and waived any right to challenge the proceedings being heard in the Supreme Court in New Providence.

Claimant's submission on Issue 2

[15.] Relying on **Part 8 of the CPR 2022**, the Claimant further submits that even if there were any procedural error or irregularity concerning venue or jurisdiction, the Court retains a discretion to cure such defects. The Claimant emphasizes that the deadline for filing a Part 11 application to challenge jurisdiction expired without any application being made. It was only thereafter, on the eve of the deadline for filing the defence, that Defence counsel raised the issue by email, followed by the filing of a Notice of Application challenging jurisdiction. Accordingly, the Claimant contends that the jurisdictional challenge was made out of time and should be dismissed.

Claimant's submission on Issue 3

[16.] In particular, the Defendants' filed Notices of Application on 27 January 2025, appeared through counsel at the hearing on 4 June 2025, requested hearing dates, and engaged in written correspondence with the Court confirming those dates. Each of these steps, the Claimant argues, amounts to a "fresh step" in the proceedings and operates as a waiver of any right to object on the basis of non-compliance with **Part 8.3 of the CPR 2022**.

Law & Discussion

[17.] **Part 8.3 of the CPR 2022**, provides the procedure for the start of proceedings:

"(1) This rule identifies the court office at which a claim form may be issued.

(2) Where proceedings relate to land in the Northern Region, they shall be commenced in the court office of Grand Bahama.

(3) In all other cases relating to land, the court proceedings shall be commenced in the court office in New Providence.

(4) In the case of any proceedings where –

(a) either the cause of action arose or the defendant resides or carries on business in the Northern Region, they shall be commenced in the court office in Grand Bahama; or

(b) the cause of action arose or the defendant resides or carries on business in any place outside the Northern Region, they shall be commenced in the court office in New Providence.

(5) In any case the court can, either on its own motion or on an application without notice supported by an affidavit, order that the proceedings are to be commenced in or transferred to any court office which it deems appropriate.

(6) in the case of an application under paragraph (4) above, the affidavit shall set out the grounds of the application and all circumstances relevant thereto.” [Emphasis Added]

[18.] It is not disputed that the mortgaged property is situate in Marsh Harbour, Great Abaco, which forms part of the Northern Region. I accept that, at the time of commencement, the proceedings related to land within the meaning of **Part 8.3(2) of the CPR 2022** and that the Defendants reside and carry on business in the Northern Region within the meaning of **Part 8.3(4)(a)**. Accordingly, the proceedings ought properly to have been commenced in the court office in Grand Bahama.

[19.] The question for this Court’s determination is not merely whether the claim should have been commenced in the Northern Region, but whether, in light of the Defendants’ subsequent conduct and participation in these proceedings, it is appropriate at this stage to set aside service and/or transfer the matter pursuant to **Part 8.3(5)**. The rule does not render proceedings commenced in the wrong court office a nullity. Rather, it provides the Court with a discretionary case management power to order transfer where appropriate.

[20.] Counsel for the Defendants, Mr. Osman Johnson, argues that the Statement of Truth was not signed by a Claimant’s representative. He further contends that the Second Defendant was improperly served under Part 5.3 of the CPR 2022 and that the Claimant failed to serve the required accompanying documents, as mandated by Part 8.14 of the CPR 2022. Additionally, the Claimants have committed multiple breaches and should have the claim form set aside under Part 9.7(6)(b) and (c).

[22.] Although the execution of the Statement of Truth did not strictly conform with the requirements of Part 3.8, the defect would be procedural and is capable of being cured. The governing rules do not provide that non-compliance renders the claim a nullity. In the absence of demonstrated prejudice or bad faith, the Court would not exercise its discretion to strike out the claim on that basis.

[23.] Accordingly, **Part 8.14** provides the procedure for service of a Standard Claim Form, it states:

“When a claim form is served on a defendant, it must be accompanied by –

- (a) a copy of any order made under rules 8.2 or 8.13;**
- (b) a defence form in Form G10;**
- (c) a form of acknowledgement of service in Form G8;**
- (d) if the claim is for money, an application to pay by installments in Form G13; and**
- (e) the prescribed notes for defendants.”**

[24.] The Defendants also invoke the Court’s powers under **Parts 9.7(6)(b) and (c) and Part 26.3(1)(a) of the CPR 2022**, to set aside service and which provides:

“26.3 Sanctions – striking out statement of case.

(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;”**

[25.] The Claimant's Counsel accepts that the G-10 Form was not served but contends the Defendants were aware of the claim and acknowledged service. The Claimant contends that it complied with **Parts 8.2(1), 8.6(1), and 62.2 of the CPR** and that this proceeding is a money-lending case.

[26.] In considering the alleged non-compliance with Part 8.14, the Court must also consider whether any prejudice has been occasioned to the Defendants. The Defendants filed an Acknowledgment of Service within time and thereafter filed its Applications challenging the proceedings. This demonstrates that they were fully aware of the nature of the claim and the case they were required to meet. There is no evidence before this Court that the omission of any accompanying form deprived the Defendants of an opportunity to respond or otherwise impaired the fairness of the proceedings. In the circumstance, the omission amounts to a procedural irregularity only and does not justify the draconian remedy of striking out.

[27.] Counsel for the Claimant contends that the Defendants’ Application should be dismissed as it was not made within a reasonable time after they became aware of the alleged irregularities. Counsel further submit that taking a “fresh step” in the proceedings constitutes a waiver of any such irregularity, particularly where a party has entered unconditional appearances. The Defendants, having filed their Acknowledgment of Service, subsequently took several further steps in the matter, thereby acknowledging and accepting the Court’s venue and jurisdiction.

[28.] Similarly, in **Gateway Ascendancy Ltd v Estate of the Late Percy Burrows 2024/CLE/gen/00407** Lewis-Johnson J affirmed that a defendant who enters an unconditional appearance and thereafter takes steps in the proceedings is precluded from objecting to irregularities in issue or service of which he had knowledge. An appearance constitutes a “fresh step” and may amount to submission to the jurisdiction.

[29.] At paragraph 41, the Court held:

“Based on the Defendant’s participation in the proceedings, it is my opinion that the filing of the Notice and Memorandum of Appearance, along with the filing other pleadings by the Defendant each formed a ‘fresh step’ in the proceedings which subsequently waived the irregularities of the Plaintiff. Had the Defendant filed a conditional appearance and an application to strike out this action, the outcome would have been different. Subsequently, at this stage the Defendant has submitted to the jurisdiction of the Court.”

[30.] Further at paragraph 42 Lewis-Johnson J continued:

“42. Moreover, in the case of Peter and another v Ahmed Maheer Abouelenin [2008] 2 BHS J. No. 25, the judgment of Evans J, as he then was, lays out the appropriate course of action to take if a Defendant wishes to raise an objection to the jurisdiction of the court. He states:

“21 It seems clear from the rules that a defendant wishing to raise an objection to the jurisdiction of the court should do so before entering an appearance or after having obtained leave to enter an unconditional appearance and then within the time limited for making such application, usually fourteen (14) days, failing which he is deemed to have submitted to the jurisdiction.”

[31.] In **AELF MSN 242 LLC (a Puerto Rico limited liability company) v De Surinaamse Luchtvaart Maatschappij N.V. D.B.A. Surinam Airways [2021] EWHC 3482 (Comm), 2021 WL 06063894**, the Court reaffirmed that the relevant test is whether a defendant has taken a step in the proceedings which, in all the circumstances, amounts to a recognition that the Court has jurisdiction to determine the claim. If so, the defendant is thereafter precluded from objecting to the venue.

[32.] In **Tiffany Glass Ltd. V. F Plan Ltd (1979) 31 WIR 470**, Kelsick JA held:

“Entry of an unconditional appearance to a defective writ waives any objection to the jurisdiction of the court as well as any irregularity in the commencement of the proceedings. So also does any fresh step taken, with the knowledge of the irregularity, with a view to defending the action on its merits. See the note to Order 2, rule 2, in the Supreme Court Practice 1979, page 10, and the cases there cited. In my judgment the failure to comply with Order 6, rule 2(1)(c), was an irregularity which was waived by the Defendant when it entered an unconditional appearance to the writ.”

[33.] Winder J, as he then was, in **Blue Planet Group Limited v. Downie; Downie v. Blue Planet Group Limited [2019] 1 BHS J. No. 14** expressed:

“It is now well settled law that Order 2 of the RSC effectively eliminates the concept of a nullity and any defect in proceedings is an irregularity which is capable of being rectified by the Court.”

He further noted that the Court shall, “...regard every omission or mistake as an irregularity which the court can and should rectify so long as it can do so without injustice.”

[34.] In **First Caribbean International Bank (Bahamas) Limited v Donna Lee Laing Jones 2024/CLE/gen/FP/00133** Delancy J, adopting the reasoning in **James H. Herbert v Nelisa Spencer [2016] ECSC J0126-1** and the Privy Council decision of **AG of Trinidad and Tobago v Keiron Mathews**, affirmed that where the rules are expressed in mandatory terms but prescribe no sanction for non-compliance, the Court should not imply one. Non-compliance, absent prejudice or express consequence, constitutes a procedural irregularity rather than a nullity.

“....“sanctions imposed by the rules are consequences which the rules themselves explicitly specify and impose.”

[16] The case of **Asia Pacific (HK) Ltd & Ors v Hanjin Shipping Co Ltd** was also cited in support of this view. In that case, a copy of a claim form was forwarded by the claimant’s solicitors to the defendant’s solicitors by way of fax. The document was marked “claimant’s copy”, but there was no indication from the claimant’s solicitors that the claim was being served by way of the fax. Claimant’s solicitor did not forward the forms usually attached to the claim which forms are referred to as the response pack. The defendants sought to argue that, for those reasons, there was no service of the claim form. The court ruled that “the failure to serve a response pack was a failure to comply with the rules but of itself, it signifies no more than that which ought to have been done on service was not done. It was a procedural irregularity: a technical mistake of the kind that in **Harrigan v Harrigan**---was not treated as affecting the real substance of the matter.”

[29]As I previously stated, the rules are to govern the conduct of all parties and no party is permitted to cherry pick which rule to obey. But the rules are a self-contained code which specifies, in some instances, specific consequences for disobedience with their dictates. The Privy Council has stated in **Mathew**, that in cases where no specific sanction is specified, none should be implied.”

[Emphasis Added]

[35.] In **D & T Shipping Lines v. Hose Source, LLC et al 2023/CLE/gen/00986** at paragraph 15, it was stated,

“The Court is to perform a balancing act of ensuring that mandatory rules of Court are complied with and not abused against the overriding objective of saving expenses and ensuring that cases are dealt with expeditiously and fairly.”

[36.] The Supreme Court of The Bahamas has unlimited jurisdiction. Part 8.3 regulates the appropriate venue/place of commencement of proceedings and is concerned with venue and case management. It does not purport to divest the Court of subject-matter jurisdiction. Accordingly, commencement in the wrong venue/place of commencement does not render proceedings void but engages the Court’s discretionary powers under **Part 8.3(5)**.

[37.] Notwithstanding the procedural irregularities, the Court retains a discretion under **Part 8.3(5)** of the CPR to transfer proceedings to any court office it deems appropriate. The exercise of

that discretion is not automatic upon proof that proceedings ought to have been commenced in another region. Rather, the Court must consider all the circumstances of the case in light of the overriding objective set out in **Part 1.1 of the CPR 2022**. As stated by Card Stubbs, J in **Hazel Lady Butler v. Ruth Lavaugh Bland 2023/CLE/gen/00223:-**

“In my view, the procedural rules are to be recognized as servants to the end of justice as expressed in the overriding objective and not as the substance of justice themselves.”

[38.] In determining whether to exercise my discretion, I have taken into account the location of the mortgaged property, which is situate in Marsh Harbour, Abaco, and the fact that both Defendants reside and carry on business within the Northern Region. I accept that, had the matter been transferred at an early stage, issues of convenience and travel may have weighed more heavily in favour of such an Order.

[39.] However, the Court must also consider the stage which these proceedings have reached. The Defendants have already filed an Acknowledgement of Service, pursued interlocutory applications, appeared through counsel, and participated in case management processes before this Court. The matter has therefore progressed beyond the point of mere commencement.

[40.] No evidence was provided to support the proposition that none of the witnesses can attend in New Providence, nor that the Defendants would face significant injustice if proceedings continue in New Providence. Although travel between regions may incur costs, this alone does not justify a change, especially in modern litigation where remote attendance and electronic case management help reduce inconvenience.

[41.] Moreover, the Court needs to prevent a party from both accepting and rejecting the same position. Since the Defendants engaged in these proceedings without quickly invoking Part 8.3, they cannot now claim a right to transfer. The delay in raising this issue is an important consideration when exercising discretion.

[42.] I also consider that transferring at this point could cause delays, extra costs, and disrupt the efficient handling of the case, which goes against the main goal of resolving cases fairly, quickly, and cost-effectively.

[43.] Lastly, it should be pointed out that the 1st Defendant has commenced claim 2025/CLE/gen/00080 *qua* claimant. The Claim was filed on 3 February, 2025. The claim has the same subject matter, namely Lots 40 and 42, Marsh Harbour, Abaco. The Claimant in this action is the Defendant in that action. The Claim is filed in New Providence. At paragraph 3 of the said claim, there is the admission that the Defendant in that action was a mortgagee to the Claimant under an Indenture of Mortgage dated 1 October, 2025 and per paragraph 4, “the Indenture of Mortgage constitutes a contractual agreement between the Claimant and the Defendant.”

[44.] Having regard to all the circumstances, including the Defendants’ participation in the proceedings, the lack of proven prejudice, the advanced procedural stage of the matter, and the overriding objective, I decline to exercise my discretion under Part 8.3(5) to order the transfer of these proceedings to the Northern Region. The Applications are therefore dismissed.

[44.] The Court hereby orders and directs as follows:

1. The Defendants' Notice of Application filed on 27 January 2025 is hereby dismissed;
2. The Defendants' Notice of Application filed on 7 October 2025 to transfer the whole or part of this matter to the Northern Region is dismissed.
3. The Defendants shall file and serve their Defence within 21 days of this ruling.
4. Either party is at liberty, within 28 days of this Ruling to file a Notice for Case Management.
5. The Defendants shall pay the Claimant's costs to be assessed if not agreed.

Dated the 8th day of May, 2026


The Honourable Madam Justice Cheryl Bazard, KC