IN THE COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law and Equity Division

Claim No. 2025/PRO/cpr/00010

BETWEEN:

ENOS MILLER

Claimant

AND

CYD CHARISE WARD (Executrix of the late Nicholas Ward)

First Defendant

AND

CYD CHARISE WARD

Second Defendant

NICHOLAS RAYMOND WARD ESTATE

Third Defendant

INVESTMENT MASTERS LIMITED

Fourth Defendant

BEFORE:	**The Honourable Justice Hope Strachan**
Appearances:	**Claimant, Pro Se**
	Unrepresented and Unanswered, Respondent
DATES:	**12th February, 2026, 14th April, 2026**

Contested probate proceedings, estate debts, appointment of receiver to enforce judgment, rectification of land register, directing payment from estate, injunctive relief, extinguishing defendant's title, damages for trespass, alteration of the register of records.

Ruling

Introduction

[1.] The Claimant is a Pro Se litigant who sought relief in an action brought against Nicholas Ward. The original proceedings commenced by way of **CLE/GEN/01062** of **2009** and involved property located at #113, Sunset Estates- hereinafter called "the property". The proceedings named Nicholas Ward (now deceased) and Investment Masters Limited (the Second Defendant). Since the death of Nicholas Ward, the Claimant has proceeded as a judgment creditor of Nicholas Ward's Estate. He asserts that he holds a proprietary and equitable interest in the property.

Background

[2.] The Claimant's case arises from an earlier action brought by the Claimant against Nicholas Ward, who was the first Defendant, named along with four other defendants: Investment Masters Limited (Second Defendant), Andromeda Limited (Third Defendant), Kevin Smith (Fourth Defendant) and Tulloch Heavy Equipment and Welding (Fifth Defendant). In his judgement, *Adderley J* summarized the Plaintiff's case in **CLE/GEN/01062** of 2009 as follows;

> *"The Claimant alleged that he entered into an agreement for the sale of land with the Second Defendant on 29th November **2025/PRO/cpv/00010**2007. The closing date was set for 29th, January, 2008. The same land was allegedly purchased by the 2nd Defendant from the 3rd Defendant on 19th February 2009."*

[3.] Per *Adderley J*, the Plaintiff claims to have *"a beneficiary documentary and possessory title in the land and claims that both the 2nd and 3rd defendants were aware of it at the time of the sale."* He claimed that the second defendant (a Director of the First Defendant) took title with notice of this interest, and that the third-party purchaser was not a bona fide purchaser without notice. He sought declarations that the 19th February 2009 conveyance was void and that the sale proceeds held by the second and third defendants are held on constructive trust for him.

[4.] The Claimant relies on an unregistered (unstamped and unrecorded) conveyance dated 25th September 1997 from Ronald Miller (the vendor) to himself. That instrument recites a 1968 Crown grant to Alonzo Kemp and a conveyance of the land by Kemp to Ronald Miller on 15th May, 1968. Per the ruling of *Adderley J*, *"the purported 15 May 1968 conveyance in its schedule describes a piece of land containing four acres in numbers but 2084 acres in figures and appears to refer to the land described in the said Crown Grant."*

[5.] The Claimant explained the unrecorded document by stating that neither Ronald Miller Senior nor he had funds to record the title. He also placed on record an Affidavit by Paul D. Moss Junior, attesting to continuous occupation of the land by R. Miller Senior.

[6.] In support of his claimed land ownership of the property, the Claimant purports that the prior suit in 2009 resulted in a default judgment claim. Claiming a judgment in his favour, the Claimant sought orders including trespass injunctions and mesne profits. No evidence of a default judgment was furnished by the Claimant to the Court.

[7.] Eventually, and prior to a settlement agreement in the 2009 case, the 2nd Defendant (Nicholas Ward) was deceased. The Claimant, in his attempt to action the default judgment (purportedly obtained), filed a Fixed Date Claim dated 19th March 2025. The Claim was *"In Support that the Probate Claim to proceed to trial"*. The following four Defendants were named: Cyd Charisse Ward as the Executrix of the late Nicholas Ward Estate as the first Defendant, Cyd Charisse Ward as the Second Defendant, Nicholas Raymond Ward Estate as the third Defendant, and Investment Masters Limited as the Fourth Defendant. The claim, accompanied by an Affidavit, was served on the Defendants on 11th August, 2025.

[8.] Prior to serving this Claim, the Claimant had filed **CLE/GEN/01062/2009** against Nicholas Ward and Investment Masters seeking to enforce a default judgment debt against the Estate of Nicholas Ward. The Claimant purported that the Default Judgement was as a result of the failure of the Defendants to appear on 6th July, 2009.

Claimants Prayer

In the March 2025 Statement of Claim, the following reliefs were requested:

1. Title Declaration- that there be a declaration that the Claimant is the owner in fee simple of the property.

2. Payment of Debt- that a decree that the debt and liability under Nicholas Ward's estate be paid to the Claimant.

3. Receiver- that a decree appointing a receiver over Nicholas Ward's estate to enforce the "instant Default Judgement."
4. Revocation of Probate- that a decree revoking or setting aside the Grant of Probate on grounds of fraud or non-compliance with the Probate and Administration Act.

5. Rectification of Records- that a declaration and order under Section 10 of the Registration of Records Act that the land register entry for the Fourth Defendant's conveyance be altered to reflect the Claimant as the true owner.

6. Alternative Debt Relief of an order directing payment to the Claimant (as judgment creditor) from the estate or, alternatively, appointing a receiver to preserve estate assets for that purpose.

The Claimant further seeks:

7. An injunction preventing the First and Fourth Defendants and agents from entering or using the property.

8. An order extinguishing the Fourth Defendant's documentary title.

9. A declaration of fee simple ownership to the Claimant.

10. Damages for trespass against the Defendants.

11. An order that the Registrar of Records alters the register to show the Claimant as proprietor of the property.

12. An order that the executrix transfer the property to the Claimant.

13. The appointment of a receiver over Nicholas Ward's estate is necessary.

Issues

The Court sought to determine the following issues:

1) Whether the Claimant has proved a legal or equitable interest in the property?
2) Whether the Claimant has an enforceable debt claim against the estate of Nicholas Ward and were probate procedures invoked?
3) Whether grounds for fraudulent or statutory non-compliance exist to revoke or suspend the grant of probate?
4) Whether remedies should be employed to appoint a receiver and also rectify the register?
5) Whether the Claimant has attained the burden of proof?

1st Issue

Title and Equitable Interest to Property

[9.] The Claimant asserts a fee simple title or, alternatively, equitable title to the land. He has produced an unregistered conveyance and sworn evidence of occupation, but no valid recorded deed. The fourth defendant has obtained registered conveyance, and possesses a registered title. The Claimant seeks to establish a legal or enforceable equitable interest which would override the title of the registered owner (Fourth Defendant).

Law and Discussion

[10.] The law, as it pertains to the registration of land, is governed under **The Registration of Records Act Chapter 187**. **Section 10** of the Act notes that land is affected by priority based on who registers first; -

> "*If any person after having made and executed any conveyance, assignment, grant, lease, bargain, sale or mortgage of any lands or of any goods or other effects within The Bahamas, or of any estate, right or interest therein, shall afterwards make and execute any other conveyance, assignment, grant, release, bargain, sale or mortgage of the same, or any part thereof, or any estate, right or interest therein; such of the said conveyances, assignments, grants, releases, bargains, sales or mortgages, as shall be first lodged and accepted for record in the Registry shall have priority or preference; and the estate, right, title or interest of the vendee, grantee or mortgagee claiming under such conveyance, assignment, grant, release, bargain, sale or mortgage, so first lodged and accepted for record shall be deemed and taken to be good and valid and shall in no wise be defeated or affected by reason of priority in time of execution of any other such documents.*"

[11.] The effect of land when registered is described under S. **32 Registration of Lands Act 2024** which notes; -

> "*Effect of registration with absolute title. (1) Subject to Section 36, the registration of any person as the proprietor with absolute title of a parcel shall vest in that person the absolute ownership of that parcel together with all rights and privileges belonging or appurtenant thereto, free from all other interests and claims whatsoever but subject — (a) to the leases, charges and other encumbrances and to the conditions and restrictions, if any, shown in the register; and (b) unless the contrary is expressed in the register, to such liabilities, rights and interests as affect the same and are declared by section 37 not to require noting on the register. (2) Notwithstanding subsection (1) — (a) nothing in this section shall be taken to relieve a proprietor from any duty or obligation to which he is subject as a trustee; and (b) the registration of any person under this Act shall not confer on him any rights to oil or minerals unless the same are expressly referred to in the register.*"

[12.] The effect of the registration of land under the guidance of **S.10 Registration of Records Act,** was revealed in **Oceania Heights Limited v Willard Clarke Enterprises Ltd. et al [2013] UKPC3**. A conflict arose by virtue of the same properties being sold twice, by virtue of an agreement for sale and an actual conveyance to the two purchasers. Only one of the acquisitions was registered. The question arose as to whether the fact that the 1996 agreement had been registered under **S. 10 of the Registration Act** prior to the contracts relating to the conveyances of the eleven plots had given the 1996 agreement priority over those contracts? Essentially, the Court examined whether proper title to land had been obtained through registration. The Court found in favour of the Appellants noting, *"In the instant case, the effect of the correct reading and application of **S.10 of the Registration Act** was that, because it had been recorded as registered before the conveyances had been entered into by the purchasers, and in the absence of registration of the contracts of sale into which they or their predecessors had entered, the 1996 agreement had had priority over the conveyances."*

[13.] Based on the requirements of **S. 10 of the Registration of Records Act** and the Common Law Principles established with respect to land, an unstamped conveyance, not entered in the Register of Records does not pass legal title against third party purchasers. Without registration, the Claimant holds, at most, an unrecorded equitable interest.

[14.] By contrast, the Fourth Defendant's title was registered. This title, holds priority over earlier unregistered instruments under the Registration of Records Act. Under the Act, the first duly registered takes precedence. Any later unregistered claim is subordinate to the registered title.

[15.] The Claimant's pleadings also rely on constructive trust based on the proceeds of sale. In this regard, the Claimant must prove the elements of such a trust as well as notice and detrimental reliance. The Claimant concedes that the third – party purchaser (and registered owner) was bona fide without notice. His case against the second defendant (the shareholder/director) hinges on notice.

[16.] A claim against land must be fully substantiated with documentary proof. There has been no direct evidence offered that the 2nd Defendant held the Estate or proceeds, nor any trust instrument. Documentary evidence provided by the Claimant is the 1997 deed an affidavit of possession.

[17.] The Claimant has failed to establish any legal estate. Consistent with the principles established in **S. 10 of the Registration of Records Act** and the Common Law Principles established in **Oceania Heights** and other similar cases, the Claimant's unregistered conveyance, even if duly executed, cannot defeat the Fourth Defendant's registered title under the Registration of Records Act. Neither has the Claimant proven a trust instrument. Hence his claims in this area fail.

[18.] Secondly, the Claimant notes an interest in the land, based on a default judgment. This charge, where legally registered, shall serve as an equitable charge created by the debtor. Guidance is provided as follows:

Section 138 -142	*"S. 138 (3) A caution shall be in the prescribed form and shall state the interest claimed by the cautioner, and the Registrar may require the cautioner to support it by a statutory declaration. (4) The Registrar may refuse to register a caution which he considers unnecessary, frivolous or vexatious. (5) Subject to this section, the caution shall be registered in the appropriate register."*

[19.] The Supreme Court Act Chapter 53, Section 63 addresses equitable charges in right judgment debt as follows:

> "63. (1) A judgment entered up in the Supreme Court (whether before or after the commencement of this Act) against any person (in this section called a "judgment debtor") shall operate as an equitable charge upon every estate or interest (whether legal or equitable) in all land to or over which the judgment debtor at the date of entry or at any time thereafter is or becomes — (a) beneficially entitled; or (b) entitled to exercise a power of disposition for his own benefit without the assent of any other person; and the judgment shall bind: (i) the judgment debtor; (ii) all persons deriving title under him subsequent to the entry of the judgment; and (iii) all persons capable of being bound by a disposition by the judgment debtor made after the entry of the judgment, including the issue of his body and all other persons (if any) whom he might, without the assent of another person, have barred from any remainder, reversion or other interest, in the land. (2) A charge imposed under subsection (1) shall have the like effect and shall be enforceable in the same manner as an equitable charge created by the debtor by writing under his hand. (3) The preceding provisions of this section shall apply in relation to a judgment, order, decree or award (however called) of any court or arbitrator (including any foreign court or arbitrator) which is or has become enforceable, as if it were a judgment or order of the Supreme Court as they apply in relation to a judgment or order of the Supreme Court."

[20.] Additionally, the Limitation Act Chapter 83, Section 5 (3) provides guidance on the Limitation period provided on various actions-

> "5. (1) The following actions shall not be brought after the expiry of six years from the date on which the cause of action accrued, that is to say — (a) actions founded on simple contract (including quasi contract) or on tort; (b) actions to enforce the award of an arbitrator where the submission is not by an instrument under seal; (c) actions to recover any sum recoverable by virtue of any written law; (d) actions to enforce a recognizance. (2) An action upon an instrument under seal shall not be brought after the expiry of twelve years from the date on which the cause of action accrued: Provided that this subsection shall not affect any action for which a shorter period of limitation is prescribed by any other provision of this Act. (3) An action shall not be brought upon any judgment after the expiry of six years from the date on which the judgment became enforceable, and no arrears of interest in respect of any judgment debt shall be recovered after the expiry of six years from the date on which the interest became due."

[21.] In **Perfect Luck Investments Limited et al v CTF BM Holding Ltd. et al, [2017]** *BHS J.* No. 122, *Justice Ian Winder* (as he then was), delivered a landmark decision regarding limitations on the enforcement of charges over real property under S. 63 of the Supreme Court Act. The decision removed unlimited bounds of charges over real property for an unlimited duration, but established that enforcement in this area was bound by the six years as provided for under the Limitation Act S. 5 (3). *Sir Winder* granted declarations that –

> "(1) On a true and proper construction of Section 5(3) of the Limitation Act, both actions on a judgment and proceedings for the execution and enforcement of a charge on real property imposed by way of a judgment debt by a judgment creditor, must be brought within 6 years from the date of judgment.
>
> (2) **Section 5(3) of the Limitation Act** applies to a charge on real property as imposed by **Section 63 of the Supreme Court Act**, therefore, the Supreme Court's judgment debts exceeding six years in date as identified by the Defendants are statute barred."

The Claimant, despite not proving a judgment, was, per Section 63 of the Supreme Court Act Chapter 53, entitled to register the judgment as an equitable claim against the land. This claim is subject to enforcement under S. 5 (3) of the Limitations Act. Under the Limitations Act, the claim is subject to enforcement within the 6-year limitation period. Having obtained default judgment, the Claimant was entitled to register his claim against the land, the impact of which would require settlement of the Claimant's interest as a priority, as part of the administration of the Estate of the deceased. Absent evidence of the same, and also the fact that the enforcement of the judgment is subject to a 6-year period before expiration, the Court is unable to enforce the equitable interest claimed.

2nd Issue

Enforceable Debt Claim Against The Estate

[22.] Whether the Claimant has an enforceable debt claim against the estate of NW and were probate procedures invoked?

[23.] The Claimant seeks to enforce a judgment debt against NW's estate. The Court sought to determine whether the debt is chargeable on the estate and (b) whether the claimant has followed the proper procedure to make that claim.

[24.] The **Probate and Administration of Estates Act (2010)** expressly treats the deceased's estate as available for the payment of debts. **Section 62 Probate Act** authorizes the personal representative to "without prejudice to the rights and encumbrances" pay off all outstanding debts on the Estate as a priority. Further, **S. 62 (1)** authorizes that the "real and personal assets" of the deceased person, are firstly to be used to pay off all debts.

[25.] **Section 62 (3) Probate Act** makes it clear that if a beneficiary sells an estate interest in good faith before a creditor sues, the seller is personally liable for its value, but the estate itself remains protected from execution. **Section 63 (1)** empowers the personal representatives to sell estate property *"not only for paying debts but also for ... distributing the estate."* These provisions recognize that creditors' claims attach to the estate subject to established priorities.

[26.] In **Re: Aldhous (1955) 1 WLR 459** the Court discussed the importance of the Administrator, properly taking measures to identify the claims, debts and interests against the Estate. These claims should be properly verified and must be paid prior to the distribution of assets.

[27.] It was observed, that the First Defendant in the application for the Grant of Probate allocated debt outstanding to Enos Miller in the amount **of Twelve Thousand Five Hundred Dollars ($12,500.00)**. Simultaneously, the Claimant, as judgment creditor, purports to have a debt that the estate should honor. Recognizing the submission by the Executor, the Claimant embarked to obtain receipt of the same.

[28.] Based on the law, a valid judgment against NW (entered in 2009) normally survives the judgment debtor's death as a provable debt of the estate. The payment of this debt is by no means automatic. Instead, the Probate procedures require that debt is collectable from the estate, once duly proven. Further, the Act anticipates that creditors must lodge a claim or petition against the estate within six months of the Grant). Having obtained a grant to Cyd Ward, the Claimant ought to present his claim through the estate administration process.

[29.] There is no record of the Claimant having produced evidence of a formal creditor's petition or proof of debt. The Claimant instead initiated a Civil Claim on 19th March 2025 against the Estate. Merely calling the matter a probate matter does not satisfy procedural requirements as required under **the Probate and Administration of Estates Act**. In this regard, the Claimant has not shown that he properly invoked probate or administration procedures required to prove debt. The Court is unable to ignore the requirement for the processing of this debt through formal probate procedure.

[30.] Even if the debt is valid, the Claimant cannot circumvent the Act's intention by suing the estate directly in this manner. The Act and case law require that a claimant bring a petition or file proof in the Probate Registry to be allowed an order out of the estate. In the absence of such compliance, the Court would be acting outside the Statutory framework if it ordered payment from the estate.

[31.] The Claimant may well have a legitimate debt (the default judgment) against Nicholas Ward's estate, which under S. 62 Probate Act is premised upon the estate's assets. In the present case, the Claimant and without proof of the same, appears to not have administered the claim with proper proof as required. The Claimant has not established entitlement to direct enforcement of the judgment via the present proceedings. Given the circumstances, the Court cannot issue a decree ordering the estate to pay the Claimant.

ISSUE 3

Revocation Of Probate Grant

[32.] Whether grounds for fraudulent or statutory non-compliance exist to revoke or suspend the grant of probate, and has any challenge under the Probate Act been properly made?

[33.] The Claimant requests that the grant of probate be revoked or suspended for fraud or non-compliance with the Probate Act. This raises the issue of whether any grounds exist to disturb the probate, and whether the correct statutory procedure was pursued.

Law and Discussion

[34.] **The Probate and Administration of Estates Act (2010)** provides for revocation of grants under **Sections 28-29**. A party seeking revocation must do so by application to the Court. Grounds typically include fraud in obtaining the grant, mistake, lack of jurisdiction, or error in admitting the will. The Court's power to revoke is discretionary and exercised only upon clear proof of improper conduct or error impacting the grant's validity.

[35.] The Claimant alleges fraud or statutory non-compliance but has produced no evidence to substantiate these allegations. There is no suggestion that the will proved for NW or the application for probate involved any fraudulent declaration or material irregularity. The Claimant has offered no proof that the probate registry was misled, no contest of the will's validity, nor any statutory breach by the executrix.

[36.] Moreover, the Claimant has not formally applied for revocation under the Act. The Prayer for revocation is included among his remedies, but no separate petition or summons to revoke has been filed as required.

[37.] The Court cannot revoke a duly granted probate on mere allegations alone, without adherence to the statutory process. In the absence of any supporting evidence or proper application, this request must fail.

[38.] Based on the evidence, there has not been any record of any grounds for revoking or suspending the grant of probate. The Claimant did not initiate the prescribed procedure under the Probate Act, and no fraud or non-compliance has been demonstrated. The Court must dismiss the request to revoke the probate.

4th Issue

Extraordinary Remedies and Availability

[39.] Whether there should be remedies employed to appoint a receiver and rectify the register?

[40.] In order to better address the matters pertaining to the property and the relief sought, the Claimant sought two extraordinary remedies- the appointment of a receiver over the Estate of NW's Estate to collect assets for his benefit, and (b) rectification of the land registry under S. 10 of the Registration of Records Act to replace the Fourth Defendants' title with his own. The Court considered whether these remedies are legally permissible and warranted based on the evidence presented.

Law and Discussion

[41.] Under Section 28 Probate and Administration of Estate Act, an application may be lodged for the revocation of the Probate Grant on the Estate of Nicholas Ward. S. 34 Probate and Administration of Estate Rules provides for the determination of the same;

"The Court makes a determination based on Section 29 (1) of the Act. The grounds for revocation must be proven, based on (a) the grant ought not to be made or (b) contained an error."

The Claimant has not proved either of the grounds for revocation as provided in Section 29 Probate Administration of Estate Act. On this basis, the Court cannot revoke the Grant of Probate as requested.

Appointment of Receiver

The Claimant requests the appointment of a receiver

[42.] An order appointing a receiver over an estate or trust property is an exceptional equitable remedy. It is typically available only where there is misconduct, maladministration, or misappropriation of assets. In **Re Steven [1898] Ch 162** circumstances prevented the administration of probate as the will could not be proven for seven years. By this time, all of the debtors could not be paid, as much of the funds available were used to pay off interest on an insurance debt. There was no evidence of maladministration or misconduct by the Executors, and the Court of Appeal held that the Executors could not be held liable.

[43.] In the present case, there has been no evidence of misconduct, maladministration or misappropriation of assets by the Executrix. The Executrix of the Ward Estate simply obtained probate and presumably holds the estate in trust for beneficiaries and creditors. It is incumbent on the Claimant to present with evidence, proof of his debt for consideration under the grant of probate.

Rectification of Register

[44.] On the other hand, rectification of the register under the Registration of Records Act is constrained. Per S. 10 of the Registration of Records Act and the common law principles established in cases such as **Oceania Estates v Willard Clarke [2013] UKPC 3** protects the priority of registered conveyances. Generally, the Register is changed only if there is evidence of fraud, mistake, or court order (such as under the **Quieting Titles Act- Dennis Dean & Anor v Arawak Homes [2014] UKPC 24**) that a different party is the true owner.

Revocation of the Grant of Probate

[45.] S. 28 of the Probate and Administration of Estates Act provides for the application for the revocation of the Grant of Probate.

> *"An application for the revocation of a grant of representation shall be made through a Registry in the prescribed form. 29. (1) Where it appears to the court that — (a) a grant of representation either ought not to have been made; or (b) contains an error, the court may call in the grant and if satisfied that it could be revoked at the instance of any party interested, may revoke it."*

[46.] Per **S.28**, a revocation is to be made through the Registry. Revocation under **the Act** will require the Claimant to provide evidential proof of maladministration, misappropriation or fraudulent behaviour on the part of the Executor.

[47.] Additionally, in the absence of a proper application for revocation of the grant or substantiated evidence to support the need for a receiver, the Court does not support the revocation of the Executrix, as the facts on the surface do not justify these extraordinary measures. There is no suggestion that the executrix is mismanaging the estate or about to conceal assets; thus, a receiver is not appropriate.

[48.] Allowing a receiver would prematurely displace the executrix's authority and contravene normal probate administration. As for rectification, it would effectively overwrite the Fourth Defendant's title as erroneous or fraudulent.

[49.] The Court is mindful that the Claimant's own failure to register his conveyance means the register correctly reflects the current legal owner. The Claimant cites S. 10 of the Registration Act, but that section actually affirms that later conveyances take effect only after earlier registrations.

[50.] Having accessed the facts, the Court finds that there are no grounds for these extraordinary remedies. The Court will not appoint a receiver over the estate or alter the Register of Records. The personal representative remains in control of the estate assets, and title remains as currently registered.

5th Issue

Burden of Proof

[51.] Whether the Claimant has attained the burden of proof?

[52.] No Defendant filed a defense or affidavit in opposition to the action of the Claimant. The Claimant is unrepresented and has offered uncertified documents. The Court assessed the burden of proof required in this case, in order for the Claimant to be successful.

Law and Discussion

[53.] It is a fundamental principle that he who asserts a right bears the burden of proof. The Evidence Act Chapter 65, Section 82 discusses the burden of proof required in proving a case and the responsibility of the person bringing the case.

S. 82 (1) provides whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts, must prove that those facts exist.

(2) When a person is bound to prove the existence of any fact the burden of proof shall lie on that person.

S.83. The burden of proof in any proceeding at the commencement thereof lies on that person who would fail if no evidence at all were given on either side, regard being had to the pleadings and other documents filed therein; but at any time in the course of any proceeding the burden of proof may be shifted to the person who would fail, if no further evidence were given on either side.

[54.] In **Enos Miller v McKinney Bancroft & Hughes 2024/CLE/gen/01056**, the Claimant's case was noted to be verbose and improperly pleaded. The Court further emphasized and referenced - *"The starting point, as the Court of Appeal affirmed in **Bahamas Ferries Limited v. Charlene Rahming** SCCivApp. No. 122 of 2018, must always be the pleadings. Sir Michael Barnett, JA (as he then was), at paragraph 39 stated: "39. The starting point must always be the pleadings. In **Loveridge and Loveridge v Healey** [2004] EWCA Civ. 173 Lord Phillips MR said at paragraph 23: 'In **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."*

[55.] The Court notes that there appears to be an obvious misconception that the absence of an opposing party is an automatic win for the Claimant. The claimant cannot win solely by default. The Court must be satisfied by evidence that the Claimant has successfully proven the case presented before the Court.

[56.] Further, the claimant's unrepresented status does not relax the requirements of proof. The Court will evaluate his evidence carefully. His core claims rest on an unregistered deed and testimony of possession. Neither is proved by a certified document nor by a witness called in open court. The Claimant's evidence on title is unsubstantiated and a hearsay description. On the debt claim, he relies solely on his own unsworn Statement of Claim referencing a "default judgment". None of these pleadings are served on the estate or lodged in probate form.

[57.] The Court must therefore treat the Claimant's assertions with caution. Similarly, here in the absence of live witnesses or formal probate filings, the Claimant has not discharged his burden. The Court is not obliged to credit unsworn statements or defective documents, even from a pro se litigant.

[58.] The Claimant carried the onus of proof throughout. No default verdict will issue, as the Claimant must prove entitlement by admissible evidence. His failure to provide certified title deeds to file is judgment or mortgage in evidence, or to invoke probate procedures means he has not met the burden.

CONCLUSION

[59.] The Claimant has not established any right to the relief sought. The Claimant has no enforceable title to the property, neither has there been properly proved his debt claim in estate proceedings. There has also not been shown a basis to disturb the probate grant or employ extraordinary remedies. His equitable title assertions fail against the registered deeds, and his procedural failures under the Probate Act preclude enforcement of the judgment debt through this action. The case should be dismissed.

ORDERS

[60.] Accordingly, the Court orders that:

1) The Claimant's application and Statement of Claim are dismissed on all grounds.
2) The Fourth Defendant's registered title to the property is confirmed; no alteration of the Register of Records shall be made.
3) The request to revoke or vary the grant of probate is denied
4) No receiver is appointed over Nicholas Ward's estate, and the Executrix shall continue administration subject to the law.
5) Any injunctions or damages sought by the Claimant are refused.

Dated the 23rd **day of July, A.D. 2026**

Justice of the Supreme Court C.V. Hope Strachan J.