

COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law and Equity Division

Claim No. 2026/CLE/GEN/00170

BETWEEN:

1) ERIC J. BENDICKSON

2) TERESA B. MASTRANGELO

(Trustees of the Eric John Bendickson Revocable Trust)

Claimants

AND

1) SUSAN T. GADDIS

2) LAURIE LORDEN

(Trustee of the Scotland Cay Real Estate Trust)

Defendants

Before: Mr. Renaldo Toote, Registrar

Appearances: Ryan Brown of Counsel for the Claimants
Jacy Whittaker of Counsel for the Defendants

Hearing date: 9th June 2026

RULING

Toote, Registrar

- [1]. This matter comes before the Court on the First Defendant's application to strike out the Claimants' Originating Application filed on 26 February 2026. The dispute concerns an agreement for the sale of Lots 6, 7 and 8, Block F, Scotland Cay Estates, Abaco. The First Defendant alleges (i) that the Claimants have not established their authority to sue as trustees; (ii) that the proceedings were improperly commenced, and (iii) that the sale agreement cannot be enforced. In the alternative, she seeks disclosure, amendment and an order that the proceedings continue by standard claim form.
- [2]. Having considered the filed documents and written submissions, I conclude that the claim should not be struck out at this stage. Substantial questions concerning the trusts, the vendor's interest in the Lots, and the agreement's effect cannot properly be resolved on this interlocutory application. The proceedings should instead continue under the standard claim-form procedure.

Background Facts

The sale and the dispute

- [3]. The dispute arose after the parties entered into an agreement for the sale of Lots 6, 7 and 8, Block F, Scotland Cay Estates. A recorded conveyance from 1997 names Jesse P. Gaddis and Susan T. Gaddis as purchasers of the Lots. That document is relevant to the history of ownership, but it does not, without more, settle the extent of Mrs. Gaddis' interest at the time of the agreement in September 2025.
- [4]. The Claimants say that Mrs. Gaddis signed an offer letter in July 2025. The exhibited formal agreement, dated 22 September 2025, names her as vendor and the Claimants, as trustees, as purchasers. It states a purchase price of US\$1,000,000.00 and a deposit of US\$100,000.00 payable to Higgs & Johnson as stakeholder.
- [5]. The dispute arose on 3 October 2025, when the vendor's attorneys wrote to the purchasers' attorneys stating that Mrs. Gaddis had "inadvertently" signed the agreement. The letter asserted that she had divested herself of the Lots, lacked authority to sell, and regarded the agreement as void. The letter also stated that the deposit was being returned. The Claimants plead that the stakeholder returned it on 6 October 2025. The Claimants deny that Mrs. Gaddis had divested herself of the Lots and seek to compel completion.

The disputed trusts

- [6]. The First Defendant's position on this application requires careful consideration. Mrs. Gaddis contends that, although she remained the registered legal owner, the Scotland Cay

trust arrangement of 9 January 2025 had already transferred the beneficial interest, leaving her unable to convey the unencumbered title promised by the agreement. The Claimants dispute that the trust arrangement deprived her of the interest required to sell, relying in part on the form and registration of any disposition and the statutory requirements pursuant to the International Persons Landholding Act governing foreign ownership. The extent of Mrs. Gaddis's ability to convey the Lots on 22 September 2025 therefore remains disputed.

- [7]. The exhibited extract of the Scotland Cay trust names Mrs. Gaddis as grantor and Ms. Lorden as trustee, and identifies the Lots in Schedule A, and records that the grantor reserves use, possession and control during her lifetime. Mr. Bendickson says the asserted transfer was not disclosed to him during the negotiations.
- [8]. The Claimants' second affidavit exhibits a 15 July 2025 email transmitting a certification of the Eric John Bendickson Revocable Trust to the attorneys handling the purchase. The certification identifies Mr. Bendickson as trustor, names both Claimants as trustees, permits either to act independently, and recites powers that include purchasing property and retaining attorneys. It states that the trust was established on 24 May 2013 and completely restated on 3 December 2024, when the certification was also executed. The originating application names the trust but does not state that it was created on 11 November 2014. That unsupported date appears in the First Defendant's submissions, which elsewhere acknowledge the 2013 creation and 2024 restatement. Because neither the underlying instrument nor any later amendment is before me, the certification proves only what the trustees attested on 3 December 2024, not conclusively the trust's status when proceedings began. Any remaining discrepancy should be resolved by producing the operative instruments. The Bahamian certificate of registration exhibited with the affidavit concerns an earlier holding and does not prove approval for this proposed acquisition.
- [9]. Both Defendants acknowledged service, stated their intention to defend, and objected to the originating-application procedure. The First Defendant filed no separate affidavit supporting strike-out. Her lack of evidence does not turn the Claimants' disputed assertions about ownership, foreign law or regulatory invalidity into findings. Equally, factual assertions in her submissions are not treated as evidence.

Issues and Submissions

- [10]. The issues are whether:
- (i) the pleaded trustee capacity and current evidence warrant terminating the claim at this stage;
 - (ii) the pleadings disclose an arguable claim despite the defence of an earlier settlement;

- (iii) defects in the originating procedure constitute an abuse requiring strike-out or should instead be corrected; and
- (iv) the claim should proceed under the ordinary claim-form procedure.

Submissions of the Parties

[11]. Learned Counsel for the First Defendant submits that the Claimants cannot establish their representative capacity without the operative trust instrument and that mere assertion of trusteeship and a self-certification cannot prove a valid trust or authority to litigate. Counsel further contends that the Trust may be a sham or illusory; that the originating form and notice are defective pursuant to CPR 8.20(1)(a); and that the earlier Scotland Cay settlement had already removed Mrs. Gaddis' beneficial interest, thereby rendering the sale agreement incapable of performance. If the claim is not struck out, Counsel seeks disclosure, amended pleadings and conversion under CPR 8.19(1).

[12]. In response, the Claimants say that CPR 8.20(1)(d) requires them only to state that they are acting as trustees, not to prove that role conclusively in the originating form, and that they have met this requirement. They rely on the certification, pre-contract correspondence and second affidavit as supporting evidence. They also deny that a revocable trust is necessarily a sham. Counsel argues that Mrs. Gaddis filed no evidence in response, that the sale and alleged trust transfer raise serious issues, and that striking out the claim would be excessive where any defects can be corrected. The Claimants ask the Court to dismiss the application and award them costs.

[13]. The First Defendant accepts that originating applications are governed by their specific procedural provisions, rather than by every rule applicable to standard claim forms. Counsel nevertheless submits that this procedure is unsuitable for a claim involving substantial factual disputes. The First Defendant relies solely on the Claimants' pleaded case and affidavits and has provided no separate factual account.

Law And Analysis

The Rules and the strike-out threshold

[14]. The Civil Procedure Rules 2022 (*Amended*) govern this application. CPR 26.3(1) permits the Court to strike out a statement of claim for non-compliance, lack of reasonable grounds, abuse of process, or failure to comply with Part 8 or Part 10. That power must be exercised cautiously and directed to the particular defect identified. It should not be used to determine a live factual dispute without evidence. In *West Island Properties Limited v Sabre Investment Limited and others* [2012] 3 BHS J No. 57 (CA), the Bahamian Court of Appeal, applying the former Rules of the Supreme Court, described strike-out for want of

reasonable cause as a summary remedy reserved for a plain and obvious case. The Claimants cite *B. E. Holdings Limited v Lianji* [2017] 1 BHS J No. 28 and *Partco Group Ltd v Wragg* [2002] All ER (D) 08 (May) for the principle that serious, live factual issues should not be resolved summarily. I accept that caution, while recognizing that this application is governed by the CPR.

[15]. CPR 8.20(1)(d) provides that an originating application must state “If the claimant is claiming in a representative capacity, what that capacity is.” The rule requires the claimant to identify that capacity in the originating form; it does not require the complete trust instrument to be annexed. CPR 21.6(1) permits a claim by or against a person acting as trustee. Stating the capacity in the form does not, however, shield it from a properly founded challenge.

[16]. CPR 26.9 is material to the remedy for procedural error. It states:

“(1) This rule applies only where the consequence of failure to comply with a rule, practice direction or court order has not been specified by any rule, practice direction, court order or direction.

(2) An error of procedure or failure to comply with a rule, practice direction or court order does not invalidate any step taken in the proceedings, unless the Court so orders.

(3) If there has been an error of procedure or failure to comply with a rule, practice direction, court order or direction, the Court may make an order to put matters right.

(4) The Court may make such an order on or without an application by a party.”

[17]. The limitation in subrule (1) must be kept in view. Where no specified consequence prevents correction, the Court may put matters right. The First Defendant cites *Butler v Bland*, 2023/CLE/gen/00223 (*Card-Stubbs J*), but seeks to distinguish the procedural error in that case from the defects alleged here. In my view, *Butler (ibid)* supports correction rather than automatic strike-out. The present defects must therefore be considered individually and cumulatively, including whether their correction would prejudice the Defendants.

[18]. The First Defendant seeks to distinguish *Butler (ibid)* because the present case involves several alleged procedural defects and a substantive challenge to standing, rather than a single procedural misstep. That distinction must be acknowledged. *Butler (ibid)* does not establish trustee authority, cure a substantive absence of standing, or permit the limitation in CPR 26.9(1) to be disregarded. Its importance lies in the approach to procedural error: the Court must examine the nature and effect of the default, the documents actually filed, the opposing party’s participation and any prejudice, and whether an available corrective

order will enable the dispute to proceed justly. The number of alleged defects does not remove the need for that examination. Here the Defendants have acknowledged service and identified both their objections and the claim they intend to resist. Subject to the findings below, substituted pleadings and continuation under CPR 8.19(1) provide the corrective course, while leaving the disputed substantive questions for determination. I therefore regard *Butler (ibid)* as materially assisting the procedural analysis, but not as deciding the merits of this claim or the Claimants' authority to maintain it.

Trustee capacity and the authorities

[19]. The First Defendant relies on *Vandepitte v Preferred Accident Insurance Corporation of New York* [1933] AC 70 and *Roberts v Gill & Co* [2010] UKSC 22, [2011] 1 AC 240 to challenge the Claimants' representative standing. Those decisions emphasize the need to identify the proper claimant. *Vandepitte* concerned an alleged beneficiary seeking to enforce another person's insurance contract, while *Roberts* concerned a beneficiary's derivative claim on behalf of an estate. Neither establishes that contracting purchasers who plead that they sue as trustees must be struck out merely because the complete trust instrument was not exhibited when proceedings began. The First Defendant's submissions therefore conflates an absence of legal standing with a potentially remediable evidential deficiency. Although *Vandepitte* and *Roberts* guard against claims brought by persons without authority to enforce rights belonging to others, they do not establish that purchasers with contractual privity disclose no reasonable ground for bringing a claim under CPR 26.3(1)(b) solely because the trust instrument was not exhibited at the outset. Strike-out remains a summary remedy reserved for a claim that is plainly and obviously bound to fail.

[20]. The First Defendant also relies on *Wahoo Resort Foundation v Scott E. Findeisen* [2021] 1 BHS J No. 133 (CA). That authority does not alter the preceding analysis. It concerned whether a Crown licensee had sufficient proprietary *locus standi* to assert a competing possessory or documentary title in quieting proceedings. Its land-specific reasoning does not determine the standing of purchasers seeking to enforce rights arising under a sale agreement. Whether those purchasers intended to hold their contractual rights on trust is a separate question of construction and evidence to be determined on a fuller record. Accordingly, *Wahoo Resort Foundation* does not establish that the Claimants' standing is plainly deficient so as to justify strike-out under CPR 26.3(1).

[21]. Beyond challenging the Claimants' standing, the First Defendant contends that the Bendickson Trust is a sham or illusory. In support, she relies on *Snook v London and West Riding Investments Ltd* [1967] 2 QB 786 (CA), *Midland Bank plc v Wyatt* [1997] 1 BCLC 242, *JSC Mezhdunarodniy Promyshlenniy Bank v Pugachev* [2017] EWHC 2426 (Ch), and *Clayton v Clayton* [2016] NZSC 29. Her bundle also includes *Armitage v Nurse* [1998] Ch

241 (CA), which addresses the obligations that give a trust legal substance and identifies the enforceable core of a trustee's duties. Taken together, however, these authorities do not presume that a trust is fictitious merely because it is revocable or bears the settlor's name, nor do they determine the legal effect of either trust in this case. That question must therefore be considered in light of the evidence on which the Claimants rely.

[22]. Consequently, the First Defendant's reliance on these authorities to secure a summary dismissal under Rule 26.3(1) of the Civil Procedure Rules, 2022 is wholly untenable. It is a well-established principle across common law jurisdictions, including The Bahamas, that an allegation of a "sham" which inherently demands a judicial finding of a subjective intent to deceive is an intensely fact-sensitive inquiry. By invoking *Snook*, *Wyatt*, and *Pugachev*, the First Defendant invites the Court to conduct a premature mini-trial into the subjective motivations of the parties without the benefit of discovery, witness statements, or cross-examination. Because a trust is presumed valid until proven otherwise, and because the threshold for proving a deliberate deception is remarkably high, this issue cannot be characterized as a "plain and obvious" case for a strike-out, but must instead be properly ventilated upon a full consideration of the evidence at a trial.

[23]. Finally, the First Defendant invokes *Schmidt v Rosewood Trust Ltd* [2003] UKPC 26, [2003] 2 AC 709 in support of scrutiny of trust documents. That decision concerns the Court's supervisory discretion over access to such documents. It is unnecessary on this application to determine the extent of the First Defendant's entitlement to disclosure or inspection. The certification and agreement do not conclusively establish the operative trust terms; equally, the absence of the complete instrument does not, on the present record, justify strike-out. The necessity and scope of disclosure, including any relevant amendments, appointments or schedules, should be addressed at case management after the issues have been defined by the substituted pleadings. No conclusion is reached here as to what documents must be produced.

[24]. Against that background, the First Defendant's authorities also include *Jennifer Lynn Mosko v Nicolas Emmanuel Peter Mosko* [2022] 2 BHS J No 150 (CA), although neither party appears to have addressed that decision in written submissions. In that matrimonial-property dispute, the Court of Appeal upheld the determination of a preliminary issue concerning trust-held property after the judge had heard oral evidence from the parties and the trustee. Its relevance here is therefore limited but instructive: where the proprietary effect of a trust and competing interests in land depend on the trust instrument and disputed facts, the Court should not draw a final conclusion from the label "trust" or decide the issue on incomplete material. *Mosko* does not determine the Claimants' standing, the validity of either trust, the proper construction of CPR 8.15 or 8.19, or the enforceability of the sale agreement. It nevertheless reinforces the need to determine those matters on a proper

evidential foundation, rather than treating the decision as an independent basis for the orders below.

Analysis and Findings

Capacity and the alleged sham

[25]. The Originating Application explicitly names both Claimants as trustees, thereby satisfying the formal requirement to state the relevant representative capacity under Rule 8.20(1)(d) of the Civil Procedure Rules, 2022. Crucially, this pleaded capacity does not stand as a bare assertion; it is supported by a clear documentary and factual foundation consisting of Mr. Bendickson’s affidavit, the trust certification, and the July 2025 correspondence. The Claimants have therefore sufficiently anchored their standing on the face of the statement of claim to survive a summary challenge.

[26]. *In the Matter of an Application by Deltec Bank & Trust Limited as Trustee* (Supreme Court of The Bahamas, *Winder CJ*, 3 April 2024), at paragraph 54, the Chief Justice described a bare trustee as holding property “for the absolute benefit and at the absolute disposal of other persons”, without a present beneficial interest and with no duties except to transfer it to those entitled. That description is useful, but it does not establish that the Scotland Cay arrangement is a bare trust. Whether Mrs. Gaddis’ position answers that description must be considered by reference to the operative instrument, the interests created and the powers reserved, including the lifetime rights referred to above. Counsel’s characterization cannot substitute for that examination. *Deltec (ibid)* concerned an application for trustee advice and directions under section 77 of the Trustee Act in relation to assets associated with a company’s purported dissolution and subsequent restoration. It did not determine a purchaser’s claim for specific performance or the validity of a land sale agreement. I therefore refer to it only for the limited description of bare trusteeship. It neither establishes the proprietary effect of the Scotland Cay instrument nor determines whether the September agreement is void or enforceable. The refusal to strike out does not depend upon this additional authority.

[27]. To be clear, that conclusion is necessarily limited to the procedural threshold of a strike-out application. The trust certification is not the complete trust instrument and speaks only as at 3 December 2024. While it recites specific powers over property management and professional retainers, the operative terms governing the trustees and any subsequent amendments remain to be properly examined. Furthermore, the certification’s explicit reference to powers under the Code of Virginia introduces an element of foreign law; where a claimant’s authority materially depends on foreign law, its content cannot simply be assumed and must be proved as a matter of fact. However, these are matters of proof for trial. On the present material, it is impossible to find that the trust is a sham, that its powers

leave no enforceable obligations under *Armitage v Nurse*, or that the Claimants lack standing. While every aspect of their ultimate authority to sue has not yet been finally determined, the First Defendant has failed to show that the claim is bound to fail.

The sale agreement and Bell v Lever Brothers

[28]. The First Defendant's contention that the Scotland Cay trust effectively deprived her of the beneficial interest raises a substantial issue for trial. However, absent definitive judicial findings on both that trust and the underlying transaction, this contention falls far short of establishing that the claim discloses no reasonable basis. The Claimants have properly pleaded all the essential components of a valid contractual claim: an identified contract, the specific parties, the subject land, the agreed price, the deposit paid, and the First Defendant's ultimate refusal to complete. Supported by the exhibited agreement and contemporaneous correspondence, the Statement of Claim provides a more than sufficient basis for a court to properly examine the claim.

[29]. In an attempt to avoid the transaction entirely, the First Defendant relies on *Bell v Lever Brothers Ltd.* [1932] AC 161 to submit that the agreement is void for fundamental mistake. In my view, *Lord Atkin's* classic distinction at page 218 is highly instructive: "*Even where a vendor has no title and both parties believe that the vendor has title, the existence of a contract does not necessarily fail.*" Instead, such a scenario typically results in a breach of an express or implied term as to title, or an operational inability to perform; neither of which renders the contract *void ab initio*. Under common law principles, a shared mistake regarding the quality of the subject matter only vitiates consent, where the absence of that quality makes the thing essentially different from what it was believed to be. While *Lord Atkin* distinguished the highly exceptional case where a buyer inadvertently purchases property they already own, that is plainly not the situation here.

[30]. Similarly, *Couturier v Hastie* (1856) 5 HLC 673 is inapposite, as that case concerned a subject matter that had entirely ceased to exist at the time the bargain was struck. Here, the Lots undeniably exist; the live dispute centers solely on the nature and extent of the interest Mrs. Gaddis was capable of conveying. Likewise, *Forrer v Nash* (1865) 35 Beav 167 addresses a vendor's inability to make good title, but it does not establish the missing factual baseline required to dismiss this action summarily. On the present material, the submission that the agreement is necessarily void from inception must be rejected. To be clear, this is not a declaration that the agreement is ultimately enforceable or that specific performance will be granted at trial. The Claimants' outstanding assertions concerning non-registration, Section 94 of the Trustee Act, and compliance with the International Persons Landholding Act remain heavily disputed and are matters of fact and law that must be determined by a trial judge.

Procedure and the appropriate course

- [31]. Given the multi-layered complexity of these trust arrangements, the contested property transactions, and the fiercely debated enforceability of the sale agreement, it is clear that substantial factual disputes are likely to emerge. Consequently, the originating procedure under Rule 8.15 of the Civil Procedure Rules, 2022 is entirely unsuitable for a summary or final determination of this matter, a point which the Defendants themselves correctly recognized in their acknowledgment of service. The appropriate procedural response to this complexity, however, is not to strike out the claim, but to utilize the court's active case management powers. An order pursuant to Rule 8.19(1) directing that the proceedings continue as though commenced by a standard claim form will effectively preserve the action while providing the proper framework for the parties to fully plead the issues and adduce vital oral evidence at trial.
- [32]. It is true that the Claimants' originating documentation contains technical irregularities; the form fails to explicitly state that the alternative procedure applies, and it improperly blends that procedure with a standard-form notice and separately styled Particulars of Claim. While these defects undoubtedly require formal correction by way of a substituted pleading, they do not prove fatal to the action. The Defendants were in no way misled or prejudiced; they successfully acknowledged the proceedings and clearly identified the precise procedural framework they intended to challenge. Guided by the overriding objective and the curative power found in Rule 26.9, a mere error of procedure does not invalidate the steps taken in these proceedings. Taken separately or cumulatively, these formal defects cannot justify the draconian remedy of terminating a claim whose material issues remain live for trial. To regularize the position, the substituted pleading ought to set out the stated purchase price of US\$1,000,000.00 alongside an estimate of value as required by the standard procedure, while the separate issue regarding the absence of an undertaking in damages will remain strictly a matter for any future application for interim relief under Rule 17.2(2) rather than a ground for summary dismissal.
- [33]. Because the Claimants rely on their representative capacity as trustees, the operative trust instrument, any subsequent amendments, and formal evidence of their appointment will be material to the ultimate determination of this dispute. It does not follow, however, that the First Defendant is presently entitled to a certified copy of every schedule without regard to relevance, proportionality, or confidentiality. That request is substantially broader than is necessary at this interlocutory stage. As *Schmidt v Rosewood Trust Ltd* [2003] UKPC 26 establishes, the Court retains an inherent supervisory discretion over the disclosure and inspection of trust documents; it does not confer upon an adverse litigant an absolute or automatic right to inspect the entirety of a trust's internal documentation.

[34]. The proper course is therefore to distinguish between pleading, proof, and disclosure. The Claimants must plead their representative capacity and the material facts on which they rely; proof of their authority and disclosure of the supporting instruments are separate matters. Since I have directed that the proceedings continue by standard claim form, those questions are best addressed at case management, after the substituted pleadings have defined the issues genuinely in dispute. The First Defendant's alternative request for production of the Bendickson Trust instrument is accordingly deferred to that stage, without determination of its merits. Any directions concerning the disclosure or inspection of either trust instrument including amendments, appointments, schedules, objections, confidentiality safeguards, and any necessary evidence of foreign law are reserved for appropriate directions. No immediate verified statement or production of trust documents is required by this ruling, although the Claimants remain subject to any disclosure obligations that arise as the proceedings continue.

[35]. Accordingly, the First Defendant has failed to establish a proper legal basis to strike out these proceedings at this stage, nor has she demonstrated that the underlying claim is plainly untenable or bound to fail. She has, however, successfully established that the fixed-date procedural route the Claimants chose is entirely inappropriate for a dispute of this nature. Her alternative objection to the originating-application procedure therefore succeeds, and the matter will be transferred to the standard claim track. To be clear, nothing in this ruling precludes either party from bringing a properly supported application once the formal pleadings are closed and the relevant documentary evidence is properly before the Court. I am grateful to learned Counsel for the clarity and depth of their respective written submissions.

CONCLUSION

[36]. In summary, while the material before the Court falls far short of justifying the draconian remedy of a strike-out, it commands that the claim be placed on a proper procedural footing. By transferring the action to the standard claim and directing the production of a verified account of the trust be made during disclosure at case management, the Court ensures that the Claimants' capacity is clearly pleaded and the heavily disputed issues of title and contractual performance are properly determined upon a full consideration of the evidence at trial.

IT IS HEREBY ORDERED THAT:

1. The First Defendant's application to strike out the Originating Application is dismissed.
2. Pursuant to CPR 8.19(1), these proceedings shall continue as if commenced by standard claim form.

3. Within 28 days of service from the date hereof, the Claimants shall file and serve a substituted claim form and statement of claim. They shall identify the purchasers and the capacity in which each sues; plead the material facts and the relief sought against each Defendant; identify the statutory provisions relied upon, the asserted effect of the trust dispositions upon the Lots, the contractual price and an estimate of the property's value; and plead the material facts relied upon for their representative capacity and authority to bring the claim. (This direction requires proper pleading, not proof of the pleaded case or immediate production of trust instruments).
4. The First Defendant's alternative request for disclosure and production of the Bendickson Trust instrument, including amendments, restatements and schedules, is deferred for consideration by the judge conducting case management. No immediate verified statement or production of trust documents is ordered. Nothing in this order dispenses with disclosure obligations otherwise applicable to the proceedings.
5. The Defendants shall file and serve a defence within 14 days of service of the substituted statement of claim. Thereafter, the matter shall be listed before the judge conducting case management to address disclosure and any necessary specific directions concerning inspection, objections, redaction or confidentiality in relation to either trust instrument; any pleaded issue requiring evidence of foreign law; further evidence.
6. Any separate application for interim relief must be properly supported and must address CPR 17.2(2). Any order seeking an injunction, compelling the production of the Scotland Cay trust documents, requiring security for costs, or determining title shall be dealt with on notice before a Judge at case management.
7. As each side has succeeded on a material issue, with the Claimants resisting the strike-out and the First Defendant obtaining conversion, the costs of this application shall be costs in the cause.

Dated this 20th day of October A.D., 2026.

[Original signed & sealed]

Renaldo Toote
Registrar