

COMMONWEALTH OF THE BAHAMAS
IN THE SUPREME COURT
Common Law and Equity Side
2026/CLE/gen/FP/00017

BETWEEN
WEST END RESORT, LTD
Claimant
AND
ISLAND VENTURES RESORT & CLUB LTD.
Defendant

BEFORE: Assistant Registrar Rosanne Sweeting
APPEARANCES: Mr. Dwayne Fernander and Ms. Lavette Kemp for the Claimant
Mrs. Sophia Rolle-Kapousouzoglou; Mr. Valdere Murphy and Ms. Keath Smith for the Defendant
HEARING DATES: August 5th, 2026

RULING

Claimant's Application for Judgment on Admissions

Introduction

1. The parties are before the Court on an application filed on behalf of the Claimant for an Order for Judgment on admissions to be entered against the Defendant pursuant to Rule 14.1(2) of the Supreme Court Civil Procedure Rules, 2022 ("CPR"); an Order for the payment of costs of these proceedings to the Claimant by the Defendant pursuant to Rule 26.1(4)(c) of the CPR or such other order as to costs the Court deems reasonable. The

Claimant also seeks in the alternative an Order for Case Management for directions pursuant to Rule 27.3(1) of the CPR.

2. The brief facts as gleaned from the Standard Claim form filed on February 16, 2026 is that the parties to this action entered a lease agreement in or around July 2012; that between 2012 and January 2025 the parties extended the said lease agreement (formally and informally); that by a Notice to Determine Tenancy dated January 16, 2025 the Claimant sought to end the lease agreement between the parties and require the Defendant to deliver up possession of the all that piece parcel or tract of land comprising 9.26 acres commonly referred to as the "Harbourview Villa Parcel" located within the Old Bahama Bay project West End and more particularly described in Exhibit "A" to the Lease and a portion of the land commonly referred to as the Dockside Villa Parcel also located within the Old Bahama Bay project West End and more particularly described in Exhibit "B" to the Lease (collective referred to as "the Demised Premises").
3. The Claimant alleges that as a result of the Defendant's refusal to vacate and deliver up possession of the demised property in breach of its obligation to do so the Defendant is trespassing and continues to trespass upon the Claimant's property. Therefore, the Claimant seeks a mandatory order that the Defendant by its officers, directors, employees, servants and/or agents and affiliates do immediately deliver up to the Claimant, vacant possession of the demised property; an injunction to restrain the Defendant by its officers, directors, employees, servants, and/or agents and affiliates from trespassing on the Claimant's property; costs; and further and/or relief as the Court deems just.
4. The Claimant in support of its application relies on the Affidavit of Amy Evans filed May 27, 2026 and Submissions dated July 31, 2026.

5. The Defendant in opposition of the application relies on the Affidavit of Tinarje Moxey filed July 31, 2026 and its Skeleton Arguments dated August 3, 2026.

The Law

6. The relevant provision on an application for Judgment on Admissions is found at Part 14 of the CPR.

7. Part 14.1 of the CPR provides:

"14.1 Making an admission.

(1) A party may admit the truth of the whole or any part of any other party's case.

(2) A party may do this by giving notice in writing, such as in a statement of case or by letter, before or after the issue of proceedings.

(3) A defendant may admit the whole or part of a claim for money by filing an acknowledgement of service containing the admission.

(4) The defendant may do this in accordance with the following rules —

(a) rule 14.6;

(b) rule 14.7; or

(c) rule 14.8.

(5) A defendant may file an admission under paragraph (4) at any time before a default judgment is entered, but the claimant may apply for assessed costs if the admission is filed after the time for filing an acknowledgement of service has expired."

8. Part 14.4 of the CPR provides:

"Admission by notice in writing – application for judgment.

(1) Where a party makes an admission under rule 14.1(2), any other party may apply for judgment on the admission.

(2) The terms of the judgment must be such as it appears to the Court that the applicant is entitled to on the admission."

9. The Court also refers to the notes to Rule 14.1 in the January 2024 Practice Guide which provides helpful guidance on such an application. It states:

"14.1 Making An Admission In various ways, for the purposes of reducing costs and delay and of narrowing the issues in dispute, the CPR encourages parties, where it is appropriate to make admissions of fact and to concede claims or parts of claim³³s. A party may make an admission (the rules use the phrase 'admit the truth of the whole or part of any other party's case): (1) By giving notice in writing (such as in a statement of case or in a letter), (2) He may do so before or after proceedings, and (3) In relation to a claim for money, he may admit the whole or part of the claim by filing an acknowledgement of service containing the admission³⁴ . Rule 14.1 (2) does not require the admission to be in a particular form, merely that it be in writing. If it is not in writing, it may still be admissible in evidence, but it is not a formal admission for the purposes of Part 14. It could be in a statement of case (typically the defence), by letter, or any written form as long as it is clear. Cases: *Claude Benbow v AG of Trinidad and Tobago* (CV 2005-00740) (28 January 2008) "The admission must speak to facts pertinent to the claim between the parties to a cause or matter. The admission must be clear. There must be an admission to all the constituent parts of the claim made" (as per Madam Justice Pemberton)³⁵ . *Greater Manchester Fire and Rescue Service v Veevers* [2020] EWHC 2550 (Comm) HHJ Pearce emphasises the point that a party can make a formal pre-action admission. A party who tries an alternative "non-formal" admission may well not get the benefits of saving in costs that an open admission would give rise to."

The Alleged Admission

10. The Claimant asserts that by the Defendant's pleadings, in particular its Defence at paragraph 15.6 and 15.7 the Defendant made an admission which goes to the crux of its claim against it and as such the Court ought to grant Judgment in its favor.

11. The alleged admission found at paragraph 15.6 of the Defence is reproduced below:

"15.6. IVRC will rely upon a letter dated 26 March 2025 from Lennox Paton to Scott & Co. (see pages [35]-[36] of the Schedule hereto), which stated in part:

"It is clear from the Purported Notice that, although WERL sought to classify IVRC's occupation of the Property as a tenancy at will, it in effect and substance acknowledged that IVRC occupied the Property as a periodic tenant. This is presumably why WERL attempted to require IVRC to deliver possession of the Property within 30 days.

However, since IVRC occupied the Property under a yearly tenancy, rather than a monthly tenancy, WERL was required to provide no less than six months' notice (i.e., on or before 30 December 2024) expiring at the end of a year of the tenancy (i.e., 30 June 2025), see Prudential Assurance Co Ltd v London Residuary Body [1992] 2 AC 386 at 392B-C.

Given WERL's failure to provide the required notice, IVRC is therefore entitled to remain in possession of the Property until 30 June 2026, as it has complied with and continues to comply with its contractual obligations under the periodic tenancy.

15.7. Further, and without prejudice to the foregoing, IVRC will aver that even if it were determined that the Purported Notice had been validly served (which is not accepted), IVRC was under no obligation to deliver up possession of the Lease Property until at least 30 June 2026 and denies any allegation that it was required to do so sooner, such that the commencement of these proceedings was premature as WERL had no present right to possession of the Leased Property at the date the proceedings were commenced."

12. The said letter was also exhibited to the Defendant's Defence.

Claimant Submissions

13. Counsel for the Claimant, Mr. Dwayne Fernander submits in part that the Notice to Vacate ("The Notice") was validly served on the Defendant, that the notice was effective and that

the Defendant had actual notice of the termination. Further, that at the time of the service of the Notice that the resulting occupation by the Defendant was limited to a month to month arrangement in the absence of a formal and current lease. He also submits in part that the Defendant by its conduct showed that it understood the Claimant's demand for possession of the demised premises; that it asserted at paragraphs 15.6 and 15.7 of the Defence that it was under no obligation to deliver up possession of the leased property until the 30th June, 2026. Therefore, the Defendant admitted that it was not on notice to deliver up possession and that service was effective. It is also his submission that the Defendant's pleaded case and the language and context of the said paragraphs further identified the actual date to vacate if service was effective and that by pleading a specific date to vacate the Defendant acknowledges both the obligation to deliver up and the validity of the Claimant's demand by Notice.

14. Counsel for the Defendant, Mr. Valdere Murphy submits that paragraph 15.6 of the Defence places the contents of the letter and that the said letter does not contain an admission. Moreover, it is his submission that the letter disputes the Claimant's characterization of the nature of the Defendant's tenancy; disputes that the Claimant properly and validly serviced the purported Notice to Vacate in accordance with the lease agreement and disputes that the Claimant properly terminated its relationship with the Defendant.

15. Mr. Murphy further submits that paragraph 15.7 of the Defence is plainly couched in equivocal and conditional language and that the paragraph should be read in the full context of the pleading and the historical background of the parties' relationship. Furthermore, that paragraph 15.7 is a conditional or equivocal statement that the earliest the Defendant may be required to deliver up vacant possession was the 30th June, 2026;

that the words “until at least” are significant as they identify the earliest possible date that could arise on the Defendant’s analysis assuming the relevant requirements had been satisfied and cannot amount to an unequivocal concession that possession became unlawful on that date.

16. It is also his submission that the Defendant has not made a clear or implied admission in the Defence to enable the Court to accede to the application. Moreover, that there appears to be a material dispute between the parties as to the meaning of paragraph 15.6 and paragraph 15.7 of the Defence and the factual allegations exchanged in the correspondence between the parties before the action.

See McKay Bethel v Scotiabank (Bahamas) Limited BS 202 SC 222, Ellis J

17. In addition to the above, Mr. Murphy also submits that the Claimant at paragraph 12 of the Standard Claim Form alleges that the Defendant by remaining on the demised premises continues to remain as a trespasser however the Defendant has made no admission that it is trespasser or not entitled to occupy the property pursuant to the continuing terms of the lease agreement or extended agreements. It is further submitted in part by Mr. Murphy that there are ancillary issues and factual allegations to be determined after presentation of the full evidence or cross examination of witness at trial such as the true legal character of the Defendant’s occupation, whether and to what extent the terms of the prior lease still govern the parties’ relationship, the applicable notice period and formal requirements for termination, whether the notice complied with those requirements, the proper contractual method of service, the relevance and legal effect of the alleged dissolution of the foreign entity and the legal effect of payment tendered, returned or refused.

18. Mr. Fernander's submissions in reply are that the Claimant only seeks the Judgment on Admissions based on the averments in paragraphs 15.6 and 15.7 of the Defence and the letter exhibited at pages 109 to 110 of Mr. Dongahue's Affidavit and these are sufficient to amount to an admission.
19. The Court has read and considered the parties' written and oral submissions and the authorities contained therein in full.

Discussion/Analysis

20. In **Christison Deleveaux v Bank of the Bahamas Limited BS 2025 SC 163**, the Claimant brought an action against the Defendant bank claiming a breach of contract and breach of statutory duty to "provide an accurate and complete accounting of the Claimant's loan account held at the Defendant's bank" and, in particular, statements from the inception of the loan (years 2005 to 2007). The Defendant denied liability under statute and under contract and pleaded that the statements sought had been previously provided in a prior suit. Those statements were contained in the trial bundle prepared by the Claimant. In response to a request from the Claimant, In-house Counsel for the Defendant responded that the bank was "unable to generate" the statements. The Claimant sought judgment on admissions alleging that the letter provided by In-house Counsel was an admission that the Defendant bank failed to maintain the records which was a breach of duty under the statute. The Defendant applied to strike out the Claimant's Standard Claim on, the ground that it disclosed no reasonable cause of action. The Court dismissed the application for Judgment on Admissions as it was found that the statement that the bank is "unable to generate records is not an admission that the Defendant owed

the Claimant a duty under statute or contract nor can such admission be inferred. Moreover, that the letter does not amount to an admission in whole or in part of the claim. The admission ought to be clear and unambiguous. The Court acceded to the Defendant's application to strike out the Standard Claim as disclosing no reasonable ground for bringing the action.

21. In making the above findings Justice Carla Card-Stubbs at paragraph 32 set out the relevant Rules that govern such as application which is produced below:-

"[32]. The rules provide that an admission may be made in pleadings or in documents such as letters written before the action was brought: Rule 14.(1)(2). In an application for a judgment on admissions, a party must show that the admission resolves an issue of facts or law in their favour and such admission would result in an entitlement to a judgment. The admission must be with reference to the party's case and thus must be clear and unambiguous. Judgment, if granted, would be granted on such terms as a Court finds that the applicant is entitled to on an admission: Rule 14.(4)(2). This requires an assessment of the party's case and the alleged admission. Unlike a judgment in default which is a procedural consequence, a judgment on admissions is a judgment on the merits."

22. Further, Justice Carla Card-Stubbs at paragraph 36 sets out the starting point when consideration is made with determining whether to grant such an Order.

"A good starting point to consider judgment on admissions is to consider the case that a Claimant must make out in absence of an admission. Such a consideration is also useful to assist the court in determining the nature of the admission and the effect of the admission so that judgment, if granted, is granted on such terms as "it appears to the Court that the application [for judgment] is entitled to on the admission". An admission

serves to deprive a Defendant of a defence to the claim. An admission obviates the need for the Claimant to prove the fact or issue admitted and can serve to lessen a cost award against the Defendant.”

23. The substantive issues on the merits of the claim before the Court as alleged would be whether the Defendant having lawfully entered the subject property by virtue of a lease agreement continues to remain on the subject property after what the Claimant alleges its lawful authority expired by virtue of the service of the Notice to Vacate.

24. Therefore, the Court on such an application must consider: -

- a. Whether there is in fact a clear and unequivocal statement that amounts to an admission of the claim or part of the claim after considering the merits of the claim; and
- b. Whether, in the circumstances, it would be just to grant such order as it appears to the Court that the applicant is so entitled.

25. In reviewing the authorities presented by the parties on the issues regarding judgment on admissions Justice Ellis in **McKay Bethel v Scotiabank (Bahamas) Limited (supra)** stated firstly that the authorities emphasize that, for an admission to be considered valid, it must be clear, unambiguous, and unequivocal. Further, that the Courts have consistently warned against treating what is, in essence, only a partial concession or a matter still subject to dispute as an admission. If there is any doubt or ambiguity, the appropriate course is to direct that the case proceeds to trial, allowing the issues to be fully determined on the evidence.

26. In order for a party to succeed on an application for Judgment on admissions the alleged admission must be clear and unambiguous or unequivocal meaning that the words themselves must not leave any doubt as to what is being said and such admission would

ultimately dispose of any issues and facts in dispute, i.e. what fact or issue has been admitted by the Defendant that would entitle the Claimant to its Judgment.

Does the Alleged Admission Constitute an Admission to the Claim of Trespass? Is the Alleged Admission Clear and Unequivocal?

27. Mr. Murphy in his submission contends that the language used in the exhibited letter and repeated in the Defence is couched in conditional language, i.e. "Given WERL's failure to provide the required notice, IVRC is therefore entitled to remain in possession of the Property until 30 June 2026..." (letter dated 26 March 2025"); "...IVRC will aver that even if it were determined...IVRC was under no obligation to deliver up possession of the Leased Property until at least 30 June 2026" (para 15.7, Defence) [**Court's emphasis**].

28. Mr. Fernander however asserts that the Defendant's conduct shows that it understood the Claimant's demand for possession, the Defendant's pleaded case and the language and the context of those paragraphs identified what the Defendant asserts as the actual date to vacate if service was effective.

29. Considering the submissions by Counsel it is the Court's view that the statements themselves cannot be read as two distinct separate statements neither can they be read in isolation to reach the conclusion asserted by the Claimant. Moreover, they appear to be contingent on previous paragraphs and assertions that relate to the Defendant's claim regarding service of the "notice" and determining the type of tenancy which has been made throughout the said letter and subsequently throughout the Defendant's Defence. To the Court's mind the alleged admission would have to establish more than just the Defendant acknowledging its remaining on the demised premises but that it **expressly admitted** or **accepted** that the tenancy (even more so the type of tenancy which has

been disputed) ended as at the formulated date in the said letter in acceptance of service of the said notice [**the Court's emphasis**].

30. Therefore, the Court in reviewing the alleged admission does not find that the words in the exhibited letter and subsequently pleaded in the Defence are clear and unequivocal based on a consideration of the merits of the claim. Further that the alleged admission does not give rise to an admission that would dispose of the claim or any part of the claim at this juncture.

Whether, in the circumstances, it would be just to grant such order as it appears to the Court that the applicant is so entitled?

31. Having determined that the statements made by the Defendant in the said letter and subsequently in its Defence do not amount to an admission that would dispose of the claim, the Court finds that it would not be just to grant such an order. Further, based on the pleadings there are many factual and legal issues in dispute which cannot and should not be dealt with on a summary basis and ought to be properly ventilated at trial.

Conclusion

32. In light of the foregoing reasons, the Court hereby dismisses the Claimant's application for Judgment on Admissions. The parties are to make the necessary application to the Court to set the matter down for Case Management.

33. On the issue of costs, the general principle is that costs usually follow the event and there is no need to depart from that general principle. The Claimant is hereby ordered to pay the costs of this application to the Defendant to be assessed summarily. The Defendant is hereby directed to prepare and deliver a pro forma Bill of Costs and brief submissions to the Court and the Claimant within 21 days. The Claimant to respond within 14 days'

receipt of the said pro forma Bill of Costs and submissions. The costs will be assessed on the papers.

Dated this 27th day of October, 2026

[Original Signed and Sealed]

**Rosanne O. I. Sweeting
Assistant Registrar**