

**COMMONWEALTH OF THE BAHAMAS
IN THE SUPREME COURT
COMMON LAW AND EQUITY DIVISION**

2014/CLE/gen/2019

BETWEEN

**(1) THE PRIVATE TRUST CORPORATION LIMITED in its capacity as trustee
of the Herbert Angus Ripley settlement (“the Ripley Trust”)**

(2) ELCID FIFTY-FIVE LIMITED

(3) JANST LIMITED

(4) BHP ADVISORS FUND LIMITED

Plaintiffs

AND

(1) EFG BANK & TRUST (BAHAMAS) LIMITED

(2) GEMINORUM LTD.

(3) FORNACIS LTD.

Defendants

AND

(1) BHP BAHAMAS LIMITED

(2) SCOTT C. DOREY

(3) MARC E. WADE

(4) LBI GROUP HOLDINGS LTD.

(5) NIIHAU LTD.

Third Parties

Before Hon. Chief Justice Sir Ian R Winder

Appearances: Stephen Wilson KC with Damian Neville for the plaintiffs

John Wilson KC with Berchel Wilson for the Defendants

DECISION

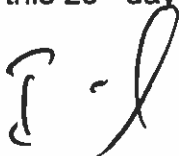
WINDER, CJ

1. This is my decision on the proper order of costs arising from my decision on the Plaintiffs application for leave to re-amend its Statement of Claim. On giving my decision on the application on 28 February 2023 I found that the Defendants ought to be paid their reasonable costs associated with the amendments and proposed that they be awarded 75% of their costs of the application to amend. I invited the parties to make submissions in the event some other order was sought.

2. Having received submissions from both parties, which I have read, I will maintain my initial view that the Defendants ought to be entitled to 75% of their costs of the application to amend. The starting point is ordinarily that an applicant seeking to move the court for an amendment ought to bear the costs of that application. Whilst the Defendants did oppose the application and was not successful in resisting all of the amendments, they did succeed in resisting a significant portion of the proposed amendments.

3. These costs ought to be assessed in default of agreement.

Dated this 20th day of July AD 2023



Sir Ian R. Winder Kt.

Chief Justice