

COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law & Equity Division

2020/CLE/gen/FP/00102

BETWEEN

RICARDO PRATT

(In his capacity as Administrator of the Estate of Ruel Pratt)

Plaintiff

AND

WEST END RESORT, LIMITED

Defendant

Before: The Hon. Chief Justice Sir Ian R. Winder

Appearances: Ricardo Pratt, pro se
Robert Adams KC with Samuel Brown for the Defendant

Hearing Dates: 28 April 2022, 5 August 2022, 22 August 2022 and 8 February 2024

JUDGMENT

WINDER, CJ

[1.] This is a title dispute. The plaintiff, who sues in a representative capacity, claims to have a better title than the defendant to several tracts of land situated in Western Grand Bahama, The Bahamas.

[2.] The action was commenced by Specially Indorsed Writ of Summons. The Statement of Claim indorsed thereon, seeks the following relief:

- (i) An Order, that the Plaintiff has a better documentary title to the tract of land originally granted to John D. Smith as containing 146.0 acres more or less; and the tract of land originally granted to John D. Smith as containing 500.0 acres more or less, than the Defendant and its predecessors in title or successors in title;
- (ii) An Order, that the Indenture of Conveyance dated 31 December 2007 and made between the Defendant and Ginn-LA OBB Limited (now known as LRA-OBB Limited) and recorded in the Registry of Records in Volume 10319, pages 1-49, is a forged document of title for portions of the tracts of land originally granted to John D. Smith, and the purported conveyance and all subsequent conveyances are all null void and of no effect in law or in equity; and or are all void pursuant to the Fraudulent Conveyances Act;
- (iii) An Order, that the Supplemental Conveyance dated 1 February 2010 and made between the Defendant and LRA-OBB Limited and recorded in the Registry of Records Volume 11211, pages 116-127, is a forged document of title for portions of the 146.0 acres of land originally granted to John D. Smith, and called and known as Marina & Waterways within Old Bahama Bay, and the conveyance and all subsequent conveyances are all null and void and of no effect in law or in equity; and or are all void pursuant to the Fraudulent Conveyances Act;
- (iv) An Order, that the Defendant and none of its purported predecessors in title or successors in title nor interest in any portion of the tracts of land which were originally granted by the Crown to John D. Smith his heirs and assigns by a Crown Grant dated 8 May 1818 and recorded in Volume L.1, page 146; nor the Crown Grant dated 12 June 1817 and recorded in Volume L.1, page 122;
- (v) An Order, that the Indenture of Conveyance dated 1 July 1997 and made between Grand Bahama Hotel Company and the Defendant and recorded in the Registry of Records in Volume 7194, pages 426 to 433 ("1997 GB Hotel to WERL Conveyance"), is a forged document of title for the tract of land originally granted to John D Smith as containing 146.0 acres more or less, and the conveyance and all subsequent conveyances are all null void and of no effect in law or in equity; and or are all void pursuant to the Fraudulent Conveyances Act;
- (vi) An Order, that the Indenture of Conveyance dated 9 March 2006 and made between Grand Bahama Hotel Company and the Defendant and recorded in the Registry of Records in Volume 9641, pages 486 to 496 ("2006 GB Hotel to WERL Conveyance"), is a forged document of title for a 78.0 acre tract of land that forms a part of the tract of land originally granted to John D. Smith as containing 500.0 acres more or less, and the purported conveyance and all subsequent conveyances are all null void and of no effect in law or in equity; and or are all void pursuant to the Fraudulent Conveyances Act;

- (vii) An Order, that the Indenture of Conveyance dated 4 May 1959 and made between Grand Bahama Properties Limited and Charles Sammons and recorded in the Registry of Records Volume 184, pages 118 to 135 (“1959 Conveyance”), is a forged document of title for portions of the John D Smith Tracts and the conveyance and all subsequent conveyances are all null void and of no effect in law or in equity; and or are all void pursuant to the Fraudulent Conveyances Act;
- (viii) An Order, that the devise(s) in the Last Will and Testament of the late Horatio Wilchcombe dated 24 January 1906 are void on the ground(s) that it offends the Rule against Perpetuities and the Last Will fails; and that at the date of his death, the late Horatio Wilchcombe was not the owner in fee simple in possession of the tract of land originally granted to John D. Smith as containing 146.0 acres more or less, nor the tract of land originally granted to John D. Smith as containing 500.0 acres more or less, and the Wilchcombe Will cannot form a good title to the John D. Smith Tracts nor any portion thereof;
- (ix) An Order for possession of the tract of land originally granted to John D. Smith as containing 146.0 acres more or less (or portions thereof), and the tract of land originally granted to John D. Smith as containing 500.0 acres more or less (or portions thereof), or alternatively recovery of possession of the said tracts on behalf of the Plaintiff, in accordance with Section 30 of the Limitation Act.
- (x) An Injunction to restrain the Defendant, whether by themselves or by their agents or servants, assigns successors in title or interest or otherwise, until Judgment in this action or until further Order in the meantime, from doing the following acts or any of them that is to say:-
 - (a) being or remaining or entering upon or crossing or trespassing over the tract of land originally granted to John D. Smith as containing 146.0 acres more or less and the tract of land originally granted to John D. Smith as containing 500.0 acres more or less (“the Property”) or any part thereof;
 - (b) assaulting, molesting, annoying or otherwise interfering with the Plaintiff, his guests, invitees or permitted users enjoyment of the Property or any part thereof;
 - (c) constructing, erecting or re-erecting any building or structure upon the Property or any part thereof;
 - (d) cutting, clearing, destroying, damaging or tearing down any tree, bush, plant or shrub situated on the Property or any part thereof;
 - (e) establish or pave roads situated on the Property or any part thereof;
 - (f) commencing construction, or clearing the Property or any part thereof;
 - (g) advertising or caused to be advertised for sale the Property, or any part thereof entering into any contract or other agreement to sell or grant an option to purchase or otherwise charging, mortgaging or disposing of or any part of the Property or any interest therein on behalf of themselves and or any other person;
- (xi) An Injunction to restrain the Defendant or any of its successors in title from exercising any rights of ownership, interest or title with respect to the tract of land originally granted to John D. Smith as containing 146.0 acres more or less and the tract of land originally to John D. Smith as containing 500.0 acres more or less or any part thereof, on behalf of themselves and or any other person;

- (xii) Damages as against the Defendant, for the continuing wrongful interference with the Plaintiff's rights of title or property, and or use and enjoyment of the John D. Smith Tracts (or portions thereof);
- (xiii) Damages as against the Defendant for continuing economic loss;
- (xiv) User Damages as against the Defendant for continuing trespass, having used portions of the John D. Smith Tracts, for its pecuniary benefit or to obtain money or profit;
- (xv) An accounting of all sums of money obtained by the Defendant of the profits made from the use of any part of the John D. Smith Tracts;
- (xvi) Mesne profits from the Defendant;
- (xvii) Interest;
- (xviii) Costs; and
- (xix) Such further or other relief as the Court may seem just.

[3.] Paragraphs 11 and 12 of the Statement of Claim sets out the plaintiff's purported interest in the John D Smith Tracts as follows:

11. The Plaintiff by virtue of being an assign referred to in the John D Smith Crown Grants and or by virtue of other documents of title, has a better documentary title to the John D Smith Tracts than [the Defendant], and or any of its purported successors in title.

PARTICULARS

- (i) The Plaintiff repeats paragraph 3 herein.

12. The Plaintiff, by virtue of various documents of title including Agreements for Sale and or Assignments of Agreements for Sale, has better documentary title to the 146.0 acre John D Smith Tract or portions thereof than WERL.

PARTICULARS

- (i) By an agreement for Sale made between Anthony Cooper (in his capacity as Administrator of the Estate of Julia Ann Ash) and Ricardo F Pratt (in his capacity as Administrator of the Estate of Ruel Pratt), the Estate of Julia Ann Ash sold all of the right title and interest of the Vendor in the John D Smith Tracts.

[4.] The defendant denies that the plaintiff has a better documentary title to, and is the owner of, the fee simple estate in the tracts of land originally granted to John D. Smith by the Crown and challenges the standing of the plaintiff to pursue this claim.

[5.] It is accepted that the 500 acres and the 146 acres comprising the John D. Smith Tracts were granted to the late John D. Smith, his heirs and assigns, by the Crown Grants dated 12 June 1817 and 8 May 1818 respectively. The means by which the plaintiff says that he has acquired better documentary title to the property than the defendant may be distilled into the following:

- (1) As 'an assign referred to in the John D. Smith Crown Grants' (Paragraph 11, Statement of Claim);

- (2) By virtue of an Agreement for Sale made between Anthony Cooper (in his capacity as Administrator of the Estate of Julia Ann Ash) and the plaintiff, the Estate of Julia Ann Ash sold all of the right title and interest in the John D. Smith Tracts to the plaintiff (paragraph 12, Statement of Claim);
- (3) By virtue of an Assignment of an Agreement for Sale dated 29 March 2022 made between Ricardo F. Pratt (in his personal capacity) and the plaintiff (as Administrator of the Estate of Ruel Pratt), the plaintiff purportedly acquired two tracts of land, purportedly a portion of the 146.0 acre John D. Smith Tract; and,
- (4) By virtue of an Assignment of Agreement for Sale, dated 29 March 2022 made between Ricardo F. Pratt (in his personal capacity) and the plaintiff (as Administrator of the Estate of Ruel Pratt), the plaintiff purportedly acquired an additional piece, parcel or tract of land, which purportedly forms a part of the 146.0 acres of land.

It is only however items (1) and (2) which are pleaded in the action. This is not surprising as the purported assignments were not in existence at the time the action was commenced.

[6.] The defendant complains, in its submissions, at paragraphs 8-22, that:

8. With respect to the Plaintiff's claim that he is an assign referred to in the John D. Smith Crown Grants, it is not alleged and it is not otherwise pleaded anywhere within the Writ of Summons, that there was an assignment through which the Estate of Ruel Pratt acquired title to the subject property. Moreover, when the Plaintiff commenced these proceedings in August 2020, there was no assignment purportedly made and entered into by the Estate of Ruel Pratt to acquire title to the subject property.
9. The Plaintiff, however, does adduce evidence of an Agreement for Sale he entered into with Anthony Cooper (in his capacity as the Administrator of the Estate of Julia Ann Ash), wherein he purportedly acquired title to the subject property on 23 September 2019 [TAB/55 of Agreed Bundle of Documents].
10. The Defendant, however, submits that this Agreement made with Anthony Cooper is wholly inconclusive, as the Plaintiff has failed to adduce any credible evidence that the Estate of Julia Ann Ash had documentary title to the subject property, or had otherwise acquired title to the subject property, at the date of the said Agreement.
11. Indeed, the Agreement made with Anthony Cooper contradicts the Plaintiff's evidence at paragraphs 9 and 10 of the 2nd Witness Statement of Ricardo F. Pratt filed herein on 27 April 2022, where Mr. Pratt states that on 6 January 1890, the late John D. Smith died intestate and at the date of his death, he was the beneficial owner in fee simple of the subject property. Mr. Pratt also states that the late Samuel Smith was granted Letters of Administration in the Estate of John D. Smith on 13 July 2011 (See copy of the Letters of Administration in the Estate of John Smith at TAB/41 of Agreed Bundle of Documents).
12. Paradoxically, at paragraph 11 of the 2nd Witness Statement of Ricardo F. Pratt, Mr. Pratt also states that, by virtue of an Agreement for Sale dated 18 July 2011, made between the late Samuel Smith (in his capacity as Administrator of the Estate of John D. Smith) and Mr. Pratt, Mr. Smith sold all of the right title and interest in the subject property to Mr. Pratt (See copy of the 2011 Agreement for Sale at TAB/42 of Agreed Bundle of Documents).

13. The 2011 Agreement for Sale and 2019 Agreement for Sale cannot both be valid, since both Agreements made representations that the respective Estates was the owner in fee simple of the subject property. Further, both Agreements purportedly convey the subject property to the Plaintiff in two separate and distinct capacities; namely, Ricardo F. Pratt (in his personal capacity) and the Plaintiff (as Administrator of the Estate of The Late Ruel Pratt).
14. Assuming (but not conceding) the 2011 Agreement of Sale made with Samuel Smith is valid, it follows that the Estate of Julia Ann Ash never had any documentary title to the subject property. Similarly, the Estate of Ruel Pratt did not have title to the subject property at the date that the Plaintiff commenced these proceedings.
15. On the other hand, assuming (but not conceding) the 2019 Agreement for Sale made with Anthony Cooper is valid, the Defendant reiterates its position that the Plaintiff has failed to adduce sufficient evidence that title to the subject property vested in the Estate of Julia Ann Ash at the time the 2019 Agreement for Sale was made.
16. In addition to the foregoing, the Plaintiff relies on two Assignments of Agreements for Sale, both of which are dated 29 March 2022, to establish his documentary title. In one Assignment of Agreement for Sale, Ricardo F. Pratt (in his personal capacity as Assignor) purportedly transfers and assigns to the Plaintiff all of the Assignor's rights, interest, powers, remedies, benefits, options, claims, demands, and privileges to and under the 2011 Agreement for Sale with respect to the subject property.
17. In the other Assignment of Agreement of Sale, Ricardo F. Pratt (in his personal capacity as Assignor) transfers and assigns to the Plaintiff all of the Assignor's rights, interest, powers, remedies, benefits, options, claims, demands, and privileges in, to the subject property in accordance with a Deed of Agreement for Sale dated 30 December 2021 between Lorraine Marjorie Wilchcombe and Ricardo F Pratt (in his personal capacity) [TAB/60 of Agreed Bundle of Documents].
18. The March 2022 Assignments were executed almost two years after the Plaintiff began these proceedings (August 2020), and several months after pleadings had been closed and a trial date fixed. Such Assignments do not evidence the Plaintiff had documentary title at the commencement of this Action.
19. Indeed, the Deed of Assignment respecting the Deed of Agreement for Sale dated 30 December 2021 between Lorraine Marjorie Wilchcombe and Ricardo F Pratt further contradicts and undermines the Plaintiff's evidence as to his standing. The Deed of Agreement for Sale represents that Ms. Wilchcombe was the owner in fee simple of the 146.0 Acre John D. Smith Tract; not Ricardo Pratt (as Administrator of The Estate of Late Ruel Pratt).
20. By entering into the Deeds of Assignment, the Plaintiff has implicitly conceded that he did not hold title to the land as asserted at the time this Action commenced. Had the Plaintiff (as Administrator of The Estate of The Late Ruel Pratt) been an assign referred to in the John D. Smith Crown Grants, or had lawfully acquired title to the subject property, there would be no need for the Assignments to have been executed.
21. Against this background, it is pellucidly clear that, on his own evidence, the Plaintiff (Ricardo Pratt as Administrator of the Estate of The Late Ruel Pratt) did not have any documentary title whatsoever concerning an interest in the subject property as pleaded, at the time he commenced this Action. In the absence of the Plaintiff being able to show, on a prima facie

basis at the very least, that he had a documentary title at the time this Action was commenced, the Plaintiff does not have any standing to have brought this Action against the Defendant.

22. In the premises, the Defendant respectfully urges this Honourable Court to hold that the Plaintiff does not have any standing to maintain this Action for declaratory and other relief that he has a comparatively better documentary title than the Defendant for the subject property.

[Emphasis Added]

[7.] I accept this submission. The primary issue for determination in this matter is the standing of the plaintiff to pursue this claim. The circumstances of this case are eerily similar to the facts in case of **Ricardo Pratt (as Executor of the Estate of George Johnson Bootle) v LRA-OBB Ltd 2019/CLE/gen/01509** (unreported). The plaintiff is a common party, albeit in that case he was suing as the Administrator of an entirely different estate. The issue of standing however, featured prominently in that case. The decision in that case was recently rendered by this court. At paragraphs 10 – 18 of the decision, this Court stated:

Does the Plaintiff have standing?

[10.] The plaintiff's claim to the property in the John D Smith Tracts is brought purportedly pursuant to his rights under an Agreement for Sale for the purchase of 146 acres and 500 acres respectively from the Estate of one Julia Ann Ash. He says at paragraph 13 of his Statement of Claim as follows:

13. The Plaintiff, by virtue of various documents of title including Agreements for Sale and or Assignments of Agreements for Sale, has a better documentary title to the 146.0 acre John D. Smith Tract and the 500.0 acre John D. Smith Tract or portions thereof than LRA.

PARTICULARS

(i) By an Agreement for Sale made between Anthony Cooper (in his capacity as Administrator of the Estate of Julia Ann Ash) and Ricardo F. Pratt (in his capacity as Administrator of the Estate of George J. Bootle) dated 19th September, 2019, the Estate of Julia Ann Ash sold all of the right of title and interest of the Vendor in the 146.0 acre John D. Smith Tract and the 500.0 acre John D. Smith Tract.

[Emphasis added]

[11.] Notwithstanding the reference to the word "sold" in the above pleading, this could only have been "agreed to sell", as reflected in the nature of the document and the document itself.

[12.] During the course of the trial, the plaintiff, in his evidence, sought to rely on a purported assignment dated 25 June 2021, of his personal interest in an earlier 2011 Agreement for Sale, to the Estate of George Johnson Bootle apparently with respect to the same property in the John D. Smith Tract. As it relates to that Assignment, the defendant make the following submissions:

- (a) The facts clearly demonstrate that it was not until the defendant's Statement of Facts and Issues were filed and served on the Plaintiff that Ricardo F. Pratt, in his personal capacity, purported to sell to the Plaintiff the purported interest alluded to in the June Assignment. This Action was commenced on 28 October 2019 and the purported

Assignment is dated 25 June 2021, almost 2 years after commencement and on the eve of the matter coming on for trial. The June 2021 Assignment could therefore only be a brazen sham concocted to mislead this Honourable Court. The Court is invited to draw an adverse inference and, in any event, place no weight to the June 2021 Assignment.

- (b) Both the purported Cooper Agreement and the June 2021 Assignment are bogus. This is easily demonstrated by assessing the facts. This Court is keenly aware of another claim that has been asserted by Ricardo F. Pratt (in his capacity as Administrator of the Estate of Ruel Pratt) that remains extant but fixed to be heard shortly namely, 2020/CLE/gen/FP/00102. At paragraphs 11 & 12 of the Statement of Claim, the plaintiff asserts a substantially identical Cooper Agreement save and except that it is the Estate of Ruel Pratt and not the Estate of George J. Bootle that is a party to that Agreement. As such the Court should place absolutely no weight on the June 2021 Assignment and the Cooper Agreement and make a finding that the Plaintiff has no standing to bring any claims in relation to the John D. Smith Tracts.
- (c) In any event the Estate of John D. Smith has no remaining claim to the 146 acres and 500 acres originally granted to John D. Smith as the same was acquired by the defendant's predecessors in title as acknowledged by the plaintiff in his pleadings, although he alleged without proof that it was fraudulently acquired.

[13.] As this purported assignment did not form a part of the pleaded case I have not considered this evidence as relevant at all. Having been executed after the commencement of this action it could not be the assignment referred to in Paragraph 13 of the Statement of Claim. In any event any such right or interest conferred under such an assignment would only confirm that the right or interest did not exist at the time of the commencement of the action.

[14.] I also give no consideration to the 25 June 2021 Assignment on the basis that it could not be placed into evidence, in accordance with the requirements of the Stamp Act. Section 18 of the Stamp Act provides that "*No instrument which is required by any Act to be stamped shall be pleaded or given in evidence in any court unless the said instrument shall be duly stamped and the stamps thereon cancelled, except as hereinafter provided.*" The plaintiff acknowledges this impediment but says that he ought to be permitted to rely on the unstamped document, in the interest of fairness, as the petitioner in the case before Thompson J (Equity Action 59 of 2005) was able to. Respectfully, even [if] the averment was accurate, this Court could not ignore the force of the clear statutory enactment.

[15.] I have also resisted the strong temptation of asking the obvious question as to why would the remit of any Executor, such as the plaintiff, include the entering into of such an Agreement for Sale or Assignment for the acquisition of hundreds of acres of land and more surprisingly, for a closing which could extend (as per the agreement) for as much as 30 years.

[16.] The main legal issue which arise however, is whether the plaintiff, as a purchaser under an agreement for sale, could bring proceedings on behalf of the seller (Estate of Julia Ash) or alternatively to claim the John D. Smith Tracts purported to be in the Estate of Julia Ash.

[17.] An Agreement for Sale is not a conveyance or transfer of title to property, as provided in the *Conveyancing and Law of Property Act* ("the *CLPA*"). Section 2 of the *CLPA* provides;

"conveyance" includes assignment, appointment, lease, settlement and other assurance, and covenant of surrender, made by deed, on a sale, mortgage, demise or settlement of any

property, or on any other dealing with or for any property; and “convey” has a meaning corresponding with that of conveyance”.

In *Malik Momin v February Point Resort Estates Ltd [2022] UKPC 3* the Privy Council highlighted the distinction between an agreement for sale and a conveyance of land. Notwithstanding that the context in *Momin* concerned *the Planning and Subdivision Act*, the discussion is nonetheless instructive. In the judgment, the Privy Council stated:

21. Ms Hepburn put forward an alternative submission based on equitable title. ... She submitted that, even though legal title had not been conveyed, equitable title had been. She emphasised that the final words of section 62(2) supported that interpretation because the need to protect a person who obtains title against prejudice from there having been no subdivision approval applied equally to a person having equitable, as well as legal, title.

22. The Board rejects that submission for three main reasons. First, the heading of section 62 “Title to property”, and the references made in section 62 to both an agreement to convey and a conveyance, strongly indicate that one is concerned throughout section 62 with legal, not equitable, title. A reference to “title to property”, without any further amplification, would normally refer to legal title only; and a conveyance, when contrasted with an agreement to convey, marks the point at which, along with any necessary registration, legal, not equitable, title passes to the purchaser.

...

24. Thirdly, the underlying explanation for why a purchaser acquires an equitable title at the time of an agreement to buy land (that is, that there is a constructive trust for the purchaser’s benefit from that moment) rests on the premise that the contract is specifically enforceable: see, generally, *Holroyd v Marshall* (1862) 10 HL Cas 191, 209; *Lysaght v Edwards* (1876) 2 Ch D 499, 506-510; Megarry and Wade, *The Law of Real Property*, 9th ed (2019), paras 14-051-14-055; Robert Chambers, “The Importance of Specific Performance” in *Equity in Commercial Law* (eds Simone Degeling and James Edelman (2005), pp 431-462 (cf in the same book, William Swadling, “The Vendor Purchaser Constructive Trust”, pp 463-488).

(Emphasis added)

[18.] In my view, no purchaser under an Agreement for sale, albeit he may possess an equitable interest in the property the subject of the agreement, is competent to bring legal proceedings on behalf of the seller, in his own name. The extent of the interest is that there is a constructive trust for the purchaser’s benefit, empowering him to specific performance and to call for the purchaser to convey the title.

[8.] On 27 September 2023, following the delivery of the Ruling in *Ricardo Pratt (as Executor of the Estate of George Johnson Bootle) v LRA-OBB Ltd* the plaintiff applied, by Notice of Application for leave to amend the Writ of Summons to change the capacity in which he brought the action. He wanted leave to amend the claim to bring the action in the name of an entirely different estate, notwithstanding the trial had been concluded and only waiting the ruling of the Court. The effect of the amendment was to have the action brought by the estate of William Seymour rather than the Estate of Ruel Pratt. The plaintiff asserted that he only just came upon a

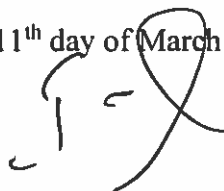
title document which was evidence which demonstrates that the title to the property was in the Estate of William Seymour instead of Ruel Pratt as he originally thought.

[9.] It is accepted that both Order 20 Rule 5 of the Rules of the Supreme Court 1978 and the new Rule 20.1 (3) of the Supreme Court (Civil Procedure) Rules provide for the amendment of the plaintiffs claim at any stage. The Court must be satisfied that in all the circumstances it is a proper exercise of the discretion, in the interest of justice. The plaintiff application was refused on the basis that:

- (a) It was made post trial and not promptly. The recent discovery of a title document, which had been recorded, in my view, could not justify the delay, which conveniently coincides with the dismissal of the claim in *Ricardo Pratt (as Executor of the Estate of George Johnson Bootle) v LRA-OBB Ltd.*
- (b) There was prejudice to the defendant if the application was granted as the amendment involved substituting an entirely different party and interest in the subject property, notwithstanding the administrator was the same natural person.
- (c) The amendment involved setting up an entirely new case for the Estate of William Seymour. If the Estate of William Seymour wished to pursue a Claim it was open to do so in a fresh action.
- (d) The application being made by the estate of Ruel Pratt, to be replaced as the plaintiff was an acknowledgement that there was no claim by the plaintiff (the Estate of Ruel Pratt) against the defendant when this action was commenced by the plaintiff.

[10.] In all the circumstances then, having accepted the submissions of the defendant, I am satisfied that the claim of the plaintiff ought to be dismissed as he does not have the requisite standing to pursue the claim raised in the Statement of Claim. The defendant shall have its costs to be taxed if not agreed.

Dated this 11th day of March 2024

A handwritten signature in black ink, appearing to be 'I. Winder', written over the date line.

Sir Ian R. Winder
Chief Justice