

**COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT**

**COMMON LAW AND EQUITY DIVISION**

**2000/CLE/gen/9**

**BETWEEN**

**DOM'S INTERNATIONAL IMPORTERS LIMITED**

**Plaintiff**

**AND**

**CIBC BAHAMAS LIMITED**

**Defendant**

**AND**

**HAVANATURS (BAHAMAS) LIMITED**

**Claimant**

**Before: Her Ladyship The Honourable Madam Senior Justice  
Deborah Fraser**

**Appearances: No Appearance for the Plaintiff  
Ms. Camille Cleare for the Defendant  
Ms. Nadia Wright for the Claimant**

**Judgment Date: 27th March 2024**

**Joinder – Extant Applications – Interpleader – Company Struck Off the Register -  
Bona Vacantia**

**JUDGMENT**

1. This is an application brought by the Claimant, Havanaturs (Bahamas) Limited (“**Havanaturs**”) requesting the Court to join it to the present action as Plaintiff against the Defendant, CIBC Bahamas Limited (“**CIBC**”) and that the present Plaintiff, Dom’s International Importers Limited (“**DIIL**”), be removed from the Action. Havanaturs also requests that this action be determined on the basis of the facts outlined in the Supplemental Affidavit of Denise-La S. Newbold and that the sum of \$90,000.00 plus interest be paid by CIBC to it.
2. There is also an extant application filed by Havanaturs requesting summary determination and, in the alternative that the matter proceed to trial.

## **Background**

3. DIIL was a company incorporated under the laws of the Commonwealth of The Bahamas.
4. CIBC is also a company incorporated under the laws of the Commonwealth of The Bahamas carrying on the business of banking and money lending services.
5. Havanatur is another company incorporated under the laws of the Commonwealth of The Bahamas carrying on the business of providing travel agency services.
6. By Generally indorsed Writ of Summons filed on 07 January 2000, DIIL brought an action against CIBC alleging breach of contract for dishonoring a manager's check payable to DIIL. A Statement of Claim filed by DIIL on 09 February 2000 alleges that the manager's check dated 31 August 1999 was in the sum of \$90,000.00, made payable to Nelson Garcia and endorsed by him to DIIL. DIIL allegedly presented the check to CIBC on 03 September 1999, but alleges that CIBC failed to honour it.
7. By way of Summons dated 08 March 2000, CIBC made an interpleader application requesting the Court to direct Havanatur to interplead in the action as a Defendant in substitution of CIBC. CIBC also sought to have the Court stay the proceedings in the interim.
8. DIIL then filed a Summons on 27 July 2000 seeking summary judgment which was fixed for hearing on 26 September 2000. The interpleader summons was adjourned to 27 November 2000.
9. DIIL filed another Summons on 27 September 2000 for summary judgment which was returnable on 10 October 2000.
10. Havanatur then filed the Affidavit of Floyd Watkins ("**Mr. Watkins**") on 24 November 2000 stating that Nelson Garcia claimed \$100,000.00 as compensation for wrongful dismissal against Havanatur and retained a blank check. A year after his dismissal, Nelson Garcia used the blank check to purchase the Manger's Check to compensate himself. Mr. Watkins further averred that Havanatur's bank account was suspended and ceased to be operational from November 1998 to August 1999.
11. CIBC changed attorneys and filed a defence to the action on 12 September 2003. The defence denied that the manager's check issued to Nelson Garcia was endorsed over to DIIL and further denied that there was an agreement with DIIL to honour the check.
12. On 15 September 2003, CIBC issued another Summons together with an affidavit seeking to stay the action pending the payment of costs and judgment debts due and owing from DIIL to CIBC in various other actions.

13. Several other filings were made by both CIBC and DIIL, however, the matter became dormant for approximately seventeen (17) years.
14. On 30 July 2020, Havanatur filed a Notice of Intention to Proceed (though it is not the Plaintiff in the action).
15. On 09 February 2021, Havanatur then filed an application seeking summary determination pursuant to Order 17 Rule 5(2)(c) of the Rules of the Supreme Court, 1978 ("**RSC**") and in the alternative, that the matter proceed to Trial pursuant to Order 35 Rule 1(2) of the RSC.
16. Havanatur then filed an application on 20 April 2021 seeking to have the action struck out for Want of Prosecution and for an Order that CIBC pay Havanatur the sum of \$90,000.00.
17. DIIL was made aware of the proceedings by way of substituted service through advertising in the newspapers.
18. The Summonses for (i) summary determination; and (ii) strike out for want of prosecution came on for hearing before Madam Justice Denise Lewis Johnson. They, however, failed because there was no evidence that Havanatur ever became a party to the action, either as a defendant in substitution for CIBC or otherwise. It was also determined, based on the evidence, that DIIL no longer exists as it was struck off the Register of Companies on 23 August 2019 (evidenced by the Affidavit of Luis Cobas filed 15 February 2021).
19. On 01 September 2021, Havanatur filed another Summons pursuant to Order 15 Rule 4 of the RSC and under the inherent jurisdiction of the Court that it be joined in the action as a plaintiff against CIBC in substitution for DIIL.
20. On 24 May 2022, Havanatur filed a Supplemental Affidavit of Denise-La S. Newbold setting out the bank accounts that CIBC maintained for Havanatur in the 1990's and early 2000's. According to the evidence contained in that affidavit, Account No. 100094010 had \$92,335.06 on it as at 26 August 1999 and Account No. 25434319 had \$1,099,040.92 on it as at 31 August 1999.
21. Havanatur then filed yet another Summons on 07 June 2022 again pursuant to Order 15 Rule (4) and under the inherent jurisdiction of the Court for an order that it be joined in the action as a Plaintiff against CIBC instead of DIIL. The Summons also seeks to have the action determined only based on the evidence contained in the last Supplemental Affidavit of Denise-La S. Newbold with the relief being \$90,000.00 plus interest, to be paid by CIBC to Havanatur.

## Issue

22. The Court must determine whether Havanatur's ought to be joined to the action and whether the matter ought to be determined based on the evidence before the Court?

## Evidence

### The Affidavit of Perry Rombough ("Rombough Affidavit")

23. On 08 March 2000, CIBC filed the Rombough Affidavit which provides that: (i) Mr. Perry Rombough ("**Mr. Rombough**") was the Accounts Manager at CIBC; (ii) that on 07 January 2000 the Plaintiff filed a generally indorsed Writ of Summons alleging breach of contract due to a bill of exchange payable to the Plaintiff being dishonored; (iii) that a Statement of Claim was served on Harry B. Sands, counsel for CIBC; (iv) the action essentially involves \$90,000.00 which is being claimed by both DIIL and Havanatur's. CIBC claims no interest in the said sum; (iv) by letter dated 31 August 1999, CIBC's client (who was not identified) received a letter from Dolores Perez of Havanatur's advising that the said draft was not authorized by Havanatur's and that CIBC must not honor the draft (the letter is said to be exhibited, but this letter is not attached to the affidavit either); (v) by letter dated 03 September 1999, Mr. Watkins of Messrs. Watkins, Foulkes & Co, the then attorneys for Havanatur's, requested that the said cheque not be honoured and undertook to indemnify CIBC against any claims, losses, or damages for which it might suffer as a result of not honoring the said check; (vi) by letter dated 01 October 1999, DIIL's then attorney, Mr. Terrance Newton Green, wrote one of the managers of CIBC, Mr. Harvey Morris and advised that Mr. Don Brown, principle of DIIL presented for deposit a draft duly endorsed by the payee in the amount of \$100,000.00; (vii) Mr. Green stated that \$10,000.00 was posted to DIIL's account on 31 August 1999, however, the draft for \$90,000.00 when presented, was not honored (the letter is said to be exhibited to the affidavit, however, it is not);

24. The Rombough Affidavit further provides that: (i) the said \$90,000 is in CIBC's possession and is being claimed by DIIL and Havanatur's; (ii) CIBC does not in any manner collude with either DIIL or Havnatur's but is ready and willing to dispose of the said \$90,000.00 in such manner as the Court may direct.

### The Affidavit of Floyd C. Watkins ("Watkins Affidavit")

25. Havanatur's filed the Watkins Affidavit on 24 November 2000 which states that: (i) Mr. Watkins is a partner in the law firm of Messrs. Watkins, Foulkes & Co, the then attorneys for Havnatur's; (ii) Havanatur's is a company incorporated under the laws of the Commonwealth of The Bahamas whose issued shares are beneficially owned by Cimex S.A., a Panamanian registered corporations, which is owned by the Government of the Republic of Cuba; (iii) Havanatur's is the

beneficial owner and operator of a travel agency known as “Havanatur” and is said to be owned by Don Brown; (iv) prior to his termination in or about November of 1998, Nelson Garcia (“**Mr. Garcia**”) was the Manager of Havanatur; (v) Upon his departure, Mr. Garcia claimed compensation for wrongful dismissal in the amount of \$100,000.00. Havanatur repudiated that claim whereupon Mr. Garcia without lawful authority removed a blank cheque book of Havanatur; (vi) Due to Mr. Garcia’s failure/refusal to return the blank cheque, the then manager for Havanatur, Mr. Jorge Pensado, made a formal complaint to the police; (vii) On 24 November 1998 Mr. Garcia filed an action against Havanatur and others alleging he was wrongfully dismissed; (viii) on 21 December 1998, Mr. Garcia brought another action against Havanatur and others claiming, inter alia, damages for wrongful dismissal and requested an injunction restraining Havanatur and other from interfering with Mr. Garcia’s conduct of his business as a travel agency and for an accounting of all monies received by Havanatur and others; and (ix) Mr. Garcia had no connection or involvement with Havanatur since his departure in or about November of 1998 and has not pursued any of the claims made hereinbefore the Supreme Court.

26. The Watkins Affidavit further states that: (i) Neither Mr. Garcia, nor anyone else was authorized by Havanatur to purchase the Bank Draft No. 0176819 dated 31 August 1999 made payable to Mr. Garcia in the amount of BSD90,000.00; (ii) Mr. Watkins was surprised that Mr. Garcia was able to purchase the Bank Draft from CIBC when CIBC was fully aware of the situation involving Mr. Garcia’s departure from Havanatur one year earlier; and (iii) the Bank Draft No. 0176819 made payable actually to “Nelson Sarsia” in the amount of BSD90,000.00 was induced to be drawn by Havanatur as a result of fraudulent misrepresentations made by Mr. Garcia.

*The Affidavit of Luis Armando Perez Cobas (“Cobas Affidavit”)*

27. On 15 February 2021, Havanatur filed the Cobas Affidavit. It largely reiterates and corroborates the information contained in the Rombough Affidavit and the Watkins Affidavit (in relation to the history of this action and how it came before the Supreme Court). I will, therefore only summarize new evidence. It provides that: (i) Luis Armando Perez Cobas (“Mr. Cobas”) is the managing director of Havanatur; (ii) the interpleader action was never heard; (iii) DIIL is no longer a company in existence in The Bahamas as the Registrar General confirmed that DIIL was struck off the register of companies as at 23 August 2019; (iv) a letter from Mr. Watkins, dated 08 January 2004 advised that the hearing of the Interpleader Summons was scheduled to be heard on 16 February 2004, but was stayed pending DIIL’s payment of costs awarded against it in respect of two other court actions it had lodged against CIBC; and (v) Mr. Garcia’s status in The

Bahamas was not regularized after his departure from Havanatur and he is no longer resident in The Bahamas.

*The Affidavit of Denise-La S. Newbold (“Newbold Affidavit”)*

28. Havanatur filed the Newbold Affidavit on 20 April 2021. It provides that: (i) the facts pertaining to Havanatur’s application for the strike out of the existing claim for Want of Prosecution is outlined in the Cobas Affidavit; and (ii) the proceedings herein are long overdue for resolution being 20 years old and there is no viable reason why the same should not be determined with the documents that are presently before the Court.

*The Supplemental Affidavit of Denise-La S. Newbold (“Second Newbold Affidavit”)*

29. The Second Newbold Affidavit was filed on behalf of Havanatur on 24 May 2022. It states that: (i) the purpose of the affidavit is to verify that the bank accounts for Havnatur that were being maintained at CIBC are Account No. 0100094010 and Account No. 0025434319 and that Havanatur maintained and operated the bank accounts which were with CIBC during the period of 31 August 1999 when the manager’s check in the sum of \$100,000.00 was presented to CIBC; (ii) Havanatur is seeking that CIBC pays to Havnatur the sum of \$90,000.00 plus interest pursuant to section 3 of the Civil Procedure (Award of Interest) Act, 1992 and that any further order be made or relief granted in accordance with the Court’s inherent jurisdiction; on or about 02 September 2021, Mr. Paul Knowles, Managing Partner of Providence Law, attorneys for Havanatur, wrote to CIBC on behalf of Havanatur requesting copies of the bank statements for each of the aforementioned accounts from 01 August 1999 to 01 July 2001; (iii) on or about 08 February 2022, Mr. Paul Knowles received copies of the said bank statements from CIBC confirming that on or about 26 August 1999, Havanatur FCIB Account NO. 1000940010 had on account the sum of \$92,335.06 and on 31 August 1999 Havanatur FCIB Account No. 25434319 had on account \$1,099,540.42.

*The Affidavit of Merrit A. Storr (“Storr Affidavit”)*

30. Havanatur filed the Storr Affidavit on 17 March 2023. It provides that: (i) the affidavit is filed in support of the Havanatur’s Summons filed on 17 March 2023 for an order pursuant to Section 33(1)(a) and (b) of the Limitation Act and/or the inherent jurisdiction of the Court that Havanatur be joined as a Plaintiff to the proceedings as a beneficiary by virtue of the BSD90,000.00 held by CIBC since August of 1999 as a result of Mr. Garcia fraudulently ordering and endorsing a manager’ check to be paid from Havanatur’s account to DIIL, the current named Plaintiff; (ii) DIIL has been struck off the register of companies; (iii) a public notice of the current proceedings was issued for the benefit of any representative of DIIL to participate in the current proceedings before the Court, however, no

representative of DIIL has made representations on its behalf; (iv) having exhausted all options, Havanatur's implores the Court to make an order that the claim brought by the current named Plaintiff stands dismissed and to replace the named Claimant (Havanatur's) as the Plaintiff/Claimant in these proceedings; and (v) it is not disputed that CIBC currently holds the monies which are the subject of this litigation and that Havanatur's is the rightful beneficiary of the same.

## **DISCUSSION AND ANALYSIS**

### ***Whether Havanatur's ought to be joined to the action?***

### ***Whether the matter ought to be determined based on the evidence before the Court?***

31. I have read the submissions of counsel for their respective arguments. I acknowledge that submissions were prepared under the RSC. However, by virtue of **Practice Direction No. 9 of 2023** paragraph 2.1, where no trial date(s) has been fixed in any proceedings, the Supreme Court Civil Procedure Rules, 2022 ("CPR"), applies. Accordingly, I will apply the CPR to this matter.

32. The Court's power to substitute a party in place of another is found at **Part 19 of the CPR. Rules 19.2 (1)(a) and (b) and 19.2 (6)(a) and (b)** provide:

*"19.2 Change of parties.*

*(1) The Court may add, substitute or remove a party —*

*(a) on application by a party; or*

*(b) without an application.*

*(6) The Court may order a new party to be substituted for an existing one if —*

*(a) the Court can resolve the matters in dispute more effectively by substituting the new party for the existing party; or*

*(b) the existing party's interest or liability has passed to the new party."*

33. As there is an issue in relation to the limitation period in these proceedings, **Rule 19.4 of the CPR** is relevant and instructive. The rule states:

*"19.4 Special provisions on adding, etc., parties after limitation period.*

*(1) The Court may add or substitute a party after the end of a relevant limitation period only if the —*

*(a) addition or substitution is necessary; and*

(b) relevant limitation period was current when the proceedings were started.

(2) For the purposes of paragraph (1), the addition or substitution of a party is necessary only if the Court is satisfied that —

(a) the claim cannot properly be carried on by or against an existing party unless the new party is added or substituted as claimant or defendant;

(b) the interest or liability of the former party has passed to the new party; or

(c) the new party is to be substituted for a party who was named in the claim form in mistake for the new party.”

34. The Supreme Court Civil Procedure Rules Practice Guide, January 2024 (“**Practice Guide**”) also provides helpful insight on the issue. **At page 178 of the Practice Guide, the Note** provides:

“*Note:*

*Rule 19.4 prevents a claim from being defeated by virtue of a limitation provision but the Court can only add or substitute a party after the expiry of a relevant limitation period **if the claim was brought within the limitation period and it is necessary to add or substitute the party**. As to when addition or substitution is “necessary” see 19.4(3).*

*Cases:*

*Adelson v Associated Newspapers Ltd [2007] EWCA Civ 701: (Addition or substitution after relevant period of limitation available where mistake is as to the name rather than the identity of the party. In assessing whether it should exercise this power after the relevant period of limitation has expired, the Court can consider the overriding objective.)*

*Elita Flickinger v David Preble et al, CL F 013 of 1997, Supreme Court, Jamaica unreported (Criterion of necessary set out at Rule 19.4(3) to be read disjunctively; type of mistake relevant to determining whether Rule 19.4(3) applies, intention of party making mistake to be considered)”*

35. Before, however, we explore substitution of a party, it is important to note that the initial Plaintiff, DIIL who began these proceedings have been struck off the record. This has been evidenced in several of the aforementioned affidavits and are not in dispute by either of the parties in this application. In the case of **Nathalee Whilmerna Dorsett as the Personal Representative of the Estate of Alfred Wesley Ramsey and the majority shareholder of Pearline Investments Ltd v Bernadette Turnquest BS 2022 SC 106** (“**Turnquest**”) Winder CJ had to address a similar issue. There, His Lordship was tasked with determining issues surround the management, assets and shares of a defunct



company. None of the parties involved in the matter directly addressed the fact that the company in question (whose assets were the subject matter of the proceedings) was struck off the register of companies. On the issue, Winder CJ opined:

*“15 There are numerous allegations and claims on both sides of this action, however, as I understand it, the driving issue is whether the law allows for any determination to be made with respect to the shares, assets and/or directors of a company that has been struck from the Register.*

*16 ...The relevant provisions of the Companies Act, Sections 271 through 274, set out when a company may be removed and how it may be reinstated to the Register:*

- i) Commencing or defending legal actions;*
- ii) Conducting business and/or dealing with the assets of the company;*
- iii) Selling any of the assets or property held by the company;*
- iv) Claiming any right for or in the name of the company;*
- v) Acting in any manner with respect of the company.*

*271. (1) The Registrar may remove from the register of companies —*

*(a) a company that fails to submit any return, notice, document or prescribed fee to the Registrar as required by this Act;*

*(b) a company that is dissolved;*

*(c) a company that has amalgamated or merged with one or more companies;*

*(d) a company that refuses to comply with any request or direction given by the Registrar pursuant to this Act;*

*(e) a company whose registration is revoked or cancelled in accordance with this Act;*

*(f) a company that has ceased to carry on business.*

*(2) Where the Registrar is of the opinion that a company is in default with respect to any requirement as to a return, notice, document or prescribed fee, he shall send a notice to that company advising it as to the default and stating that, unless the default is remedied within twenty-one days after the receipt of the notice, the company shall be removed from the register of companies.*

*(3) After the expiration of the time specified in the notice, the Registrar may remove the company from the register and publish a notice of that fact in the Gazette.*

(4) *Where a company is removed from the register of companies, the Registrar may, upon receipt of an application, before the expiration of twenty years from the publication in the Gazette of the notice aforesaid, in the approved form and upon payment of the prescribed fee, restore the company to the register and issue a certificate in the approved form.*

272. *Where a company is removed from the register of companies pursuant to section 271, the liability of the company and of every director, officer or member of the company shall continue and may be enforced as if the company had not been removed from the register.*

**273. Where a company is removed from the register of companies pursuant to section 271 the company shall thereupon be dissolved and any property vested in or belonging to any such company shall thereupon vest in the Treasurer for the benefit of The Bahamas and shall not be disposed of without the prior approval of both Houses of Parliament signified by resolution thereof.**

274. (1) *Notwithstanding anything to the contrary in this or any other Act, the Minister of Finance may in his discretion on application made to him by or on behalf of any company which has been restored to the register or by or on behalf of any person interested in the property of a company which has been removed from the register, direct the Treasurer, subject to such terms and conditions as the Minister of Finance sees fit, that any property of the company which had vested in the Treasurer and which has not been disposed of be re-vested in such company or in such interested person.*

(2) *In the case of a company, such restoration and re-vesting of property shall be as if the company had never been removed from the register.*

(3) *The provisions of this section shall apply to property which had vested in the Treasurer at the time of the coming into force of this section as well as to property vesting in the Treasurer after the coming into force of this section.*

17 *In line with the CA, the learned authors of Gower and Davies Principles of Modern Company Law, 11 th edition, describes the position of a defunct company, at paragraph 33-025 as follows:*

*33-025 A company ceases to exist only when it is no longer on the register... It follows that all mechanisms for dissolution (or death) of a company are mechanisms for removing the company from the register. But before we consider what those are, consider the ramifications of removal of the company from the register: this ends the company's separate legal personality; it dissolves the relationship between the company and its members and directors; the company ceases to be a party to any legal relationships — even those that might not have been terminated properly before dissolution; and, finally, any property that the company is still*

*holding at the time of dissolution is deemed bona vacantia and passes to the Crown.*

*18 The first course of action necessarily is that Pearline [the company] be restored to the Register before any further action is taken by its Directors, Shareholders and beneficiaries or any party that may have an interest in the company and/or its assets. At present none of the parties and/or beneficiaries have the authority to act with respect to Pearline or over any of its former assets, more particularly the rental properties. **The assets of Pearline are according to law, currently vested with the Treasurer. As of 3 November 2020, when the company was struck from the Register, its assets became for all intents and purposes, bona vacantia** (emphasis added).”*

36. I believe the full section being referred to by Winder CJ ought to be expressly provided in my judgment. According to **section 273 of the Companies (Amendment) Act, 2019:**

*“273. Property of company removed from register to be bona vacantia.*

*(1) For the purposes of this section and section 273A, “property” includes all monies and other negotiable instruments, chattel and real property held by a company including leasehold property, but not including property held by a company on trust for any other person.*

*(2) Where a company is removed from the register of companies, all property and rights whatsoever vested in or held on trust for the company, immediately before its removal from the register, subject to and without prejudice to any order by the Registrar under section 273B(2), shall –*

*(a) Prior to the expiration of the period of twenty years referred to in section 273B(1), be held on trust by the Treasurer for members of the company for the duration of twenty years; and*

*(b) After the expiration of the twenty year period, be deemed to be bona vacantia and shall belong to the Treasurer for the benefit of The Bahamas.*

*(3) Subject to section 274, any property vested in the Treasurer shall not be disposed of without the prior approval of both Houses of Parliament signified by resolution thereof.”*

37. Though the facts of the **Turnquest** case may differ from the instant case, the law is still relevant. As DIIL has been struck off the Register, any assets that it may possess is now vested in the Treasurer of The Bahamas. This necessarily means that, as DIIL’s former directors/representatives have not come forward in relation to this matter, I believe the only appropriate action is for the Treasurer of the Commonwealth of The Bahamas (and of course the Attorney General) be joined to this action before any further action transpires. There is \$90,000.00 in abeyance and it is unclear if the funds belong to DIIL or to Havnaturus.

38. Rule **19.2(1)(a) and (b) and (4)(a) and (b) of the CPR** provide:

*“19.2 Change of parties.*

*(1) The Court may add, substitute or remove a party —*

*(a) on application by a party; or*

*(b) without an application.*

*(4) The Court may add a new party to proceedings without an application, if —*

*(a) it is desirable to add the new party so that the Court can resolve all the matters in dispute in the proceedings; or*

*(b) there is an issue involving the new party which is connected to the matters in dispute in the proceedings and it is desirable to add the new party so that the Court can resolve that issue.”*

39. **Page 176 of the Practice Guide** reads:

*“Note:*

*CPR 19.2 speaks generally to the power of the court to add new persons to proceedings prior to the expiration of the relevant limitation period. While parties to proceedings are still able to make applications to add, remove or substitute parties, the new rules expressly vest in **the Court broad case management powers that allow it to act on its own motion to add, substitute or remove a party to proceedings where necessary to advance the efficient resolution of matters in dispute.** The rule encourages parties as far as possible to make any applications to add new parties prior to the case management conference...(emphasis added)*

40. I note that Havanaturis wishes for the action to be struck out, then it be substituted in the initial action. I, however, do not agree with this course of action. Based on the evidence from the numerous affidavits, which highlight several material issues, I believe all relevant parties to the action ought to be involved before any determination be made.

41. Accordingly, I believe the appropriate step in this matter is to have the Treasurer of The Bahamas joined in the action to make any representations it may wish to make relating to the \$90,000.00, which it may or may not be entitled to in these proceedings. CIBC’s extant interpleader summons may then be heard on the merits with all relevant parties present.

42. Based on the evidence before me it may well be that Havanaturis is entitled to the \$90,000.00 and as such I shall join it in the action.

**CONCLUSION**

43. In the premises, I order that the Treasurer of the Commonwealth of The Bahamas and Attorney General of the Commonwealth of The Bahamas be substituted for DIIL in these proceedings.
44. I also order that Havanatur be joined in this action.
45. As Havanatur has a vested interest in the matter and would like the matter to be determined, I shall order that it serve this order and all pleadings and applications filed herein on the Treasurer and the Attorney General within twenty-one (21) days of the date of this hearing.
46. Thereafter, the matter can proceed and all extant applications may be properly heard and considered with all relevant parties to the matter present.
47. Costs shall be in the cause.

**Senior Justice Deborah Fraser**

**Dated this 27th day of March 2024**