COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law and Equity Division

2021/CLE/gen/FP/00055

B E T W E E N

RUSTY JEROME NEWMAN

Claimant

AND

GRAND SUN INVESTMENTS LIMITED

First Defendant

FREEPORT OIL COMPANY LIMITED

(FOCOL)

Second Defendant

FOCOL HOLDINGS LIMITED

Third Defendant

Before: The Honourable Justice Andrew Forbes

Appearances: Ms. Pleasant Bridgewater, for the Plaintiff

Mr. Larell Hanchell, for the Defendants

Hearing Dates: 19 May, 2024;

21 June, 2024

RULING ON STAY APPLICATION

FORBES.J

[1.] This is Judgement concerns an application for Strike Out of the Plaintiffs Writ of Summons pursuant to Order 18 Rule 19 filed on the 18 March, 2022 and an application for Substitution of Parties pursuant to Part 19 filed on the 17 May, 2024.

CHRONOLOGY

[2.] As this matter began some time ago, the Court finds it necessary to lay out the Chronology of events. This matter began by way of Specially Endorsed Writ of Summons filed on 18 May, 2021. The Defendants filed A Memorandum of Appearance on the 28 June, 2021.

[3.] On 9 August, 2021, the Plaintiff filed an Order sealed by the Supreme Court granting Judgement in Default of Defence. Further, an Affidavit of Search was filed on 9 August, 2021. On 12 August, 2021, the Defendants filed a summons seeking that the Judgement in Default filed on the 9th August, 2021 be set aside pursuant to Order 13 rule 8. An affidavit in support of this summons was filed on the 12 August, 2021.

[4.] A Notice of Hearing for the Assessment of Damages was filed on 11 November, 2021. The Defendants filed a further application on the 15 February, 2022, pursuant to Order 18 Rule 19 and Order 31A Rule 20 (1) (b) of the Rules of the Supreme Court seeking that the Notice filed on 11 November, 2021 be struck out for being an abuse of process of the Court. An Affidavit in Support of this summons was filed on 15 February, 2022.

[5.] The Deputy Registrar heard the Application filed on the 12 August, 2021 on 16 February, 2022. The matter was adjourned so that the Plaintiff would have the opportunity to Reply to the Summons filed on the 15 February, 2022

[6.] On the 18 March, 2022 the Defendants filed a summons seeking the following:

a. that the Writ of Summons be struck out on the part of the First, Second and Third Defendants due to it being prejudicial and otherwise an abuse of process pursuant to Order 18 rule 19(a) and (d) of the Rules of the Supreme Court;
b. that the Second and Third Defendants be struck out as parties to the action is an abuse of process of the Court due them being unnecessarily added pursuant to Order 15 rule 6 and/or;
c. Court may extend the time for the First, Second and Third Defendant to file the Defence out of time pursuant to Order 3 or 4. Furthermore, on the 18 March, 2022 the Defendants filed an Affidavit in Support to the Summons.

[7.] On the 23 March 2023 the Plaintiff filed an Affidavit in Response to the Summons filed on 12 August, 2021. On 1 July, 2022 the Deputy Registrar rendered a ruling; in which, she set aside the Default Judgment and granted leave to file a Defence. However; she only considered the summonses filed on 12 August, 2021 and 15 February, 2022. Therefore, the Application filed on the 18 March, 2022 remained unheard.

[8.] A Defence on behalf of all the Defendants was filed on the 8 July, 2022. The Plaintiffs filed an Affidavit on 1 December, 2022 in further support of the substantive action.

[9.] On the 27 February, 2024, the Plaintiffs filed an Affidavit, void of a Notice of Application to substitute Ruthmae Roberts, the widow of the plaintiff, as Claimant in these proceedings. The Notice of Application was filed on the 17 May, 2024 pursuant to rule 19.3 of the Supreme Court Civil Procedure Rules.

[10.] On the 19 May, 2024 Counsel appeared before this Court and the Application filed on the 17 May, 2024 was heard. Once more, on the 21 June, 2024, parties appeared before this court and at this appearance Defence counsel made the Court aware of the extant summons filed on the 18 March, 2022 Matter was adjourned.

[11.] Both Plaintiff and Defendant's Counsel were invited to enter submissions on both applications pending before the Court. The Plaintiff filed submissions with regard to the Application filed on the 17 May, 2024 and the Application filed on the 18 March, 2022 on the 21 June, 2024 and the 12 September, 2024, respectively.

[12.] Due to the extant summons being that of strike out, the Court will first make its determination on that application.

RELEVANT PLEADINGS

[13.] The Statement of Claim in this action is brief and reproduced below:

STATEMENT OF CLAIM

1. At all material times the Plaintiff has been the owner and operator of a public service bus and the Defendants have been in the business of operating a service station on the Mall Drive near the airport in Freeport, Grand Bahama,
2. In or about early June, 2015 the Plaintiff drove his 1999 Asia bus a 25 seater diesel operated bus to the Defendant's gas station and requested that the same be fueled up with diesel. The Plaintiff believing that the said bus was fueled up with diesel as requested drove off.

3. As the Plaintiff drove away from the Defendant's service station immediately a jerking was felt from the said bus and he realized that something had gone wrong. Plaintiff immediately returned to the Defendant's service station where it was determined that the Defendant through its employee, servant, agent or representative had negligently pumped gasoline into the tank of the Plaintiff's said vehicle instead of diesel.

PARTICULARS OF NEGLIGENCE

(i) Permitting an incompetent person to pump fuel;

(ii) Failing to ensure that the proper fuel was pumped into the Plaintiffs vehicle;

(iii) Failing to properly train and supervise its servants agents employees or representatives;

(iv) Failing to at all times act in the best interest of its customers or the Plaintiff's;

(v) Failing to pay attention to what fuel was being pumped into the Plaintiff's vehicle;

(vi) Pumping gasoline into the Plaintiff's vehicle when it ought to have pumped diesel; and,

(vii) Breach of duty to ensure that the Plaintiff's received the service and fuel they paid for.

The Plaintiffs will also claim res ipsa loquitur.

4. The Plaintiff then made a complaint to the manager of the Defendant's service station, a Mr. Roderick Smith who accepted liability. The Plaintiff then received a cheque for $300.00 from the a Defendant to have the said bus engine repaired.
5. The Plaintiff then had the said bus taken to an auto mechanic who tried his best to repair the damaged bus engine. However, the said bus only ran for two hours before it stopped running altogether. The Plaintiff had to leave the said vehicle on the road until he was able to have the vehicle towed to a secure place. The said vehicle remains parked because the Plaintiff does not have the means to have the engine repaired and the Defendant has failed and refused to repair or replace the said vehicle despite the Plaintiff's demands for them to repair the aforesaid vehicle.
6. As a result of the Defendant's negligence and actions, the Plaintiff's said vehicle, a public service bus has been off the road and out of service since June of 2015 and the Plaintiff has suffered severely and continues to suffer loss and consequential damages.

7. Moreover, it is indeed notable to mention that according to The Bahamas Customs and Excise Department that a:

- Vehicle must not be older than 10 years;
- If older than 10 years, prior approval is needed from the Ministry of Finance and the applicable environmental levy is 20% of the landed cost;
- Environmental levy is applicable on all motor vehicles, heavy equipment and motorcycles.

PARTICULARS OF DAMAGES

(i) Cost of replacing the vehicle with at least the year 2012, with adherence to governmental regulations as replacement of 1999 Asia bus engine would be redundant and of no use as so much time has lapsed, leaving the entire vehicle useless.

(ii) Loss of earnings from June 2015 to present and continuing @250.00 per day.

AND The Plaintiff claims:

1. Damages
2. Cost of Replacing Vehicle
3. Loss of Earnings
4. Interests pursuant to statute Such further or other relief as to the Court seems just.
5. Costs, and
6. Such further or other relief as to the Court seems just.

[14.] The Defence of the Defendants is, too, reproduced below:

DEFENCE

1. The First Defendant is unable to admit or deny paragraph one (1) of the statementof claim save that the First Defendant does operate a service station near the Mall Drive, Freeport, Grand Bahama. The Second and Third Defendants deny that they operate a service station on the Mall Drive, near the airport in Freeport, Grand Bahama, or at all.

2. The Second and Third Defendants deny that they had any contractual relationship with the Plaintiff or owed the Plaintiff a duty of care.

3. The First Defendant is unable to admit or deny paragraph two (2) of the Statement of Claim and puts the Defendant to Strict proof thereof. Further, the First Defendant denies that anything relative to this claim occurred on or about early June, 2015.

4. The First Defendant is unable to admit or deny paragraph three (3) of the Statement of Claim. The First Defendant further states that no event occurred between the

Plaintiff and the First Defendant in early June, 2015, which caused the Plaintiff's bus to jerk and caused the Plaintiff to return immediately to the First Defendant's Service Station. The First Defendant further denies that its employee, servant or representative negligently pumped gasoline in the Plaintiff's vehicle on or about early June, 2015. The First Defendant puts the Plaintiff to strict proof thereof of the allegations made in paragraph three (3). The First Defendant denies each and every allegation in the Particulars of Negligence as traversed and set out seriatim.

5. Save that the First Defendant agrees that Roderick Smith made to the Plaintiff an ex-gratia payment, not in the sum of Three Hundred Dollars ($300.00), for the Plaintiff's bus repair, the First Defendant denies paragraph four (4) of the Statement of Claim. Alternatively, the Defendant avers that the payment made by Roderick Smith was in full satisfaction for the Plaintiff to repair his bus and avers further that it was the negligent repair of the bus that caused the Plaintiff's alleged loss, if any.

6. Save that the Plaintiff has made demands of the First Defendant, the First Defendant is unable to admit or deny paragraph five (5) of the Statement of Claim. The First Defendant asserts that it was the Plaintiff's mechanic who negligently repaired and damaged the said bus. Further, the First Defendant adds that the Plaintiff drove the said bus in excess of two hours after the alleged repairs and will rely on the Plaintiff''s written statement as proof of the same.

7. The First Defendant is unable to admit or deny paragraph six (6) of the Statement of Claim, save that the First Defendant denies that it was negligent. The First Defendant states that the Plaintiff has a duty to mitigate its losses and has not mitigated his losses.

8. Save that it is admitted The Bahamas Custom and Excise Department has indicated that a vehicle must not be ten years or older to enter in the Bahamas, the First Defendant denies paragraph seven (7) and paragraph seven one through two (7(i)-(ii)), and puts the Plaintiff to strict proof thereof. The First Defendant states that the Plaintiff has failed to mitigate his loss, if any.

9. The First Defendant denies each and every allegation of the Plaintiff made herein, as if the same were traversed and set out seriatim.

[15.] This application was made by way of summons filed on the 18 March, 2022 along with the Affidavit in support.

[16.] The Affidavit made by Alexandria Burrows states, in brief, that:

a. She is the Legal Assistant in the firm of Dupuch and Turnquest;
b. She makes this Affidavit from her personal knowledge which is true and information relayed to her is to the best of her information and belief;
c. She requests that the Court strikes out the Plaintiff's Writ filed on the 18 May, 2021;
d. The Defendants' entered an Appearance on the 2 June, 2021;
e. The Plaintiffs cause of action arose in 2015. Further, the delay in commencing proceedings is prejudicial as there are a number of issues that arise as the Defendants nor its agent are not able to properly formulate a Defence. Nor could the Plaintiff adequately recall the events with relation to this claim;
f. The Plaintiff in his own writing indicated that the incident occurred on 25 July, 2015 as exhibited in 15 February, 2022 Affidavit;
g. The matter was settled for $350 from the First Defendant as exhibited in the 15 February, 2022 Affidavit;
h. There are triable issues, however, it would be impossible for the parties to do the relevant examinations to determine whether repairs occurred or not and if this matter were to proceed there would be prejudice to the Defendant;
i. The Writ of Summons did not state the steps to repair the vehicle nor who repaired the vehicle;
j. The damage was caused by the Plaintiff approaching the wrong fuel station and;
k. The Second and Third Plaintiffs are separate legal entities with no contractual relationship to the Plaintiff.

SUBMISSIONS

[17.] Only Plaintiff Counsel laid over submissions to the Court with relation to this application. In brief, the submissions are, in brief, as follows:

a. The Claimant believes that their claims have merit and a reasonable chance of success;
b. The Claimant provided sufficient details in their legal documents and see the Defendant's actions as an attempt to delay the trial;
c. The Claimant views the Defendant's applications as frivolous and an abuse of the Court's time; and
d. The Claimant insists that the Defendant must provide solid evidence to support their allegations.

LAW

strike out

[18.] As the application was made pursuant to the old rules it is necessary to cite the provision. Order 18 Rule 19 states:

> "19. (1) The Court may at any stage of the proceedings order to be struck out or amended any pleading or the indorsement of any writ in the action, or anything in any pleading or in the indorsement, on the ground that —
>
> (a) it discloses no reasonable cause of action or defence, as the case may be; or
>
> (b) it is scandalous, frivolous or vexatious; or
>
> (c) it may prejudice, embarrass or delay the fair trial of the action; or
>
> (d) it is otherwise an abuse of the process of the court, and may order the action to be stayed or dismissed or judgment to be entered accordingly, as the case may be.
>
> (2) No evidence shall be admissible on an application under paragraph (1) (a).
>
> (3) This rule shall, so far as applicable, apply to an originating summons and a petition as if the summons or petition, as the case may be, were a pleading."

[19.] However, Practice Direction No. 9 of 2023 at 2.2, states *"Any new interlocutory application which has to be made or any new document which has to be filed, including the Defence, must comply with the Rules."* Moreover, interlocutory matters are defined in Part 11 as follows: *"... interlocutory applications for court orders being applications made before, during or after the course of proceedings..."*

[20.] Therefore, it is necessary to apply the new rules to this extant application. Specifically, Part 26.3 (1) states:

> 26.3 Sanctions – striking out statement of case.
>
> (1) In addition to any other power under these Rules, the Court may strike out a statement of case or part of a statement of case if it appears to the Court that —
>
> (a) there has been a failure to comply with a rule, practice direction, order or direction given by the Court in the proceedings;
>
> (b) the statement of case or the part to be struck out does not disclose any reasonable ground for bringing or defending a claim;
>
> (c) the statement of case or the part to be struck out is frivolous, vexatious, scandalous, an abuse of the process of the Court or is likely to obstruct the just disposal of the proceedings; or
>
> (d) the statement of case or the part to be struck out is prolix or does not comply with the requirements of Part 8 or 10.

[21.] It is noted that the previous bar from entering evidence under Order 18 Rule 19 (2) is no longer codified in the CPR and, therefore, evidence can be relied upon with respect to Part 26.3 (b) - previously Order 18 Rule 19 (1) (a).

[22.] The Court's power to strike out is discretionary, draconian and ought not to be used to drive the plaintiff from the judgement seat per *Fletcher Moulton LJ* in **Dyson v Attorney General** [1911] 1 KB 410 at 419. Moreover, where a claim or defence is inarguable, unsustainable, or is an abuse the Court can exercise its power to strike out. Specifically, *Winder CJ* **in Rocky Farms Nurseries Limited v Brett Stubbs** 2017/CLE/gen/00535 at para 11 held:

> "Having considered the matter I am satisfied that this is not a matter of summary consideration. I am not satisfied that the defence is unsustainable having regard the threshold observed by the Court of Appeal in West Island Properties Limited. The claim advanced must be unsustainable and the remedy of striking out is reserved for the unarguable, exceptional cases which are obviously frivolous and vexatious, I am not satisfied that this case falls in that category."

[23.] Therefore, the issues to be determined are whether there is no cause of action; and/or the matter amounts to an abuse of the court's process.

No cause of action

[24.] The case of **Swain v Hillman** [2001] 1 All ER 91 at 92 *Lord Woolf MR* established that the Court must decide whether the claimant has a realistic prospect of success as opposed to a fanciful prospect of success. However, the claim must carry some degree of conviction and must be more than merely arguable (see **ED & F Man Liquid Products v Patel** [2003] EWCA Civ 1098).

[25.] Further, the Court must avoid conducting a mini trial. Specifically, in **Wenlock v Moloney** [1965] 2 All ER 871, *Danckwerts LJ* held that where there is no cause of action the Court is to look to the pleadings and not an extensive examination of the facts. Specifically, *Danckwerts LJ* held :

> "The position is very clearly expressed by Lord Herschellin Lawence v Lord Norrey... He said, 'It cannot be doubted that **the court has an inherent jurisdiction to dismiss an action which is an abuse of the processes of the court.** It is a jurisdiction **which ought to be sparingly exercised, and only in very exceptional cases**. I do not think its exercise would be justified merely because the **story told in the pleadings was highly improbable, and one which it was difficult to believe could be proved. In that case the application succeeded in the Court of Appeal and the House of Lords because those courts abuse of the process of the court.** It was a plain and obvious case... There is no doubt concluded that the story told in the pleadings was a myth, and so the action was that the inherent power of the court remains. But- this summary jurisdiction **of the court was never intended to be exercised by a minute and protracted examination of the documents and facts of the case, in order to see whether the plaintiff really has a cause of action. To do that is to usurp the position of the trial judge, and to produce a trial of the case in chambers, on affidavits only, without discovery and without oral evidence tested by cross-examination in the ordinary way**.'
>
> [Emphasis added.]

[26.] The case of **Three Rivers District Council v Governor and Company of the Bank of England) No. 3** [2001] UKHL 16.

> The difference between a test which asks the question "is the claim bound to fail?" and one which asks "does the claim have a real prospect of success?" is not easy to determine. In Swain v Hillman at p4 Lord Woolf explained that the reason for the contrast in language between rule 3.4 and rule 24.2 is that under rule 3.4, unlike rule 24.2, the court generally is only concerned with the statement of case which it is alleged **discloses no reasonable grounds for bringing or defending the claim**. In Monsanto plc v Tilly, The Times, 30 November 1999; Court of Appeal (Civil Division) Transcript No 1924 of 1999; Stuart Smith LJ said that rule 24.2 gives somewhat wider scope for dismissing an action or defence. **In Taylor v Midland Bank Trust Co Ltd he said that, particularly in the light of the CPR, the court should look to see what**

will happen at the trial and that, if the case is so weak that it had no reasonable prospect of success, it should be stopped before great expense is incurred.

92. **The overriding objective of the CPR is to enable the court to deal with cases justly: rule 1.1.** To adopt the language of article 6.1 of the European Convention for the Protection of Human Rights and Fundamental Freedoms with which this aim is consistent, the court must ensure that there is a fair trial. **It must seek to give effect to the overriding objective when it exercises any power given to it by the Rules or interprets any rule: rule 1.2.** While the difference between the two tests is elusive, in many cases the practical effect will be the same. In more difficult and complex cases such as this one, attention to the overriding objective of dealing with the case justly is likely to be more important than a search for the precise meaning of the rule. As May LJ said in **Purdy v Cambran** (unreported) 17 December 1999: Court of Appeal (Civil Division) Transcript No 2290 of 1999:

> "The court has to seek to give effect to the overriding objective when it exercises any powers given to it by the rules. This applies to applications to strike out a claim. When the court is considering, in a case to be decided under the Civil **Procedure Rules, whether or not it is just in accordance with the overriding objective to strike out a claim, it is not necessary to analyse that question by reference to the rigid and overloaded structure which a large body of decisions under the former rules had constructed."**
>
> [Emphasis added.]

[27.] Therefore, from a reading of the pleadings, specifically the Statement of Claim, it must be obvious that the claim is either inarguable or unsustainable.

Abuse of the Court's Process.

[28.] An abuse of the Court's process may take many forms. Moreover, in the case of **Hunter v Chief Constable of the West Midlands Police** [1982] AC 529, at 536, Lord Diplock stated:

> any court of justice must possess to prevent misuse of its procedure in a way which, although not inconsistent with the literal application of its procedural rules, would nevertheless be manifestly unfair to a party to litigation before it, or would otherwise bring the administration of justice into disrepute among right thinking people.

[29.] Therefore, an abuse of process is any misuse or unjustified use of legal proceedings to further a cause of action. **Henderson v Henderson 3 Hare** 100 114-115, gave instances where an abuse of process may arise, such as where a matter has been litigated previously whether in whole or in part and the claim is brought again, or when an action is brought again to re-examine an issue that could have been put forth at the initial litigation. This is known as res juticata.

[30.] Res juticata arises from the general principle of estoppel as established in the case of **Crabb V. Arun DC** (1976) 1 Ch 179 which held:

> "equity comes in…….. to mitigate the rigours of strict law……. it prevents a person from insisting on his strict legal rights…. when it would be inequitable for him to do so having regards to the dealings which has taken place between the parties"

[31.] Further, In the case of **Yat Tung Investments Co Ltd v Dao Heng Bank Ltd.** [1975] AC 581 the Court distinguished the narrower and wider application of the principles of Res Juticata. Specifically, at page 589-590 *Lord Kilbrandon* stated:

> "The second question depends on the application of doctrine of estoppel, namely res judicata. Their Lordships agree with the view expressed by McMullin J that the true doctrine in its narrower sense cannot be discerned in the present series of actions, since there has not been, in the decision in no. 969, any formal repudiation of the pleas raised by the appellant in no. 534. Nor was Choi Kee, a party to no. 534, a party to no. 969. **But there is a wider sense in which the doctrine may be appealed to, so that it becomes an abuse of process to raise in subsequent proceedings matters which could and therefore should have been litigated in earlier proceedings"**

[Emphasis added.]

APPLICATION

[32.] When examining the bare pleadings it is plain and obvious that the claim is unsustainable in that it is plainly obvious that the matter has been settled previously. It is not the Court's duty to go into the evidence. However, the Plaintiff in its Statement of Claim paragraph 4 stated:

> The Plaintiff then made a complaint to the manager of the Defendant's service station, a Mr. Roderick Smith who accepted liability. The Plaintiff then received a cheque for $300.00 from the Defendant to have the said bus engine repaired.

[33.] The agreement to accept money for the repairs of the engine goes to the core cause of action in this matter. Plaintiff in its pleadings admitted that consideration was received. Moreover, the Defendants in its Defence agreed to the same and, the Court being able to consider those things which would come out at trial, recognizes that in its Affidavit filed on the 15 February, 2022 exhibited evidence to bolster this point in the form of a handwritten document which demonstrated the Plaintiff seeking compensation for the repairs to the very vehicle mentioned in this cause of action which bears his signature. Further too exhibited was the cancelled check also signed by the Plaintiff. At no point in the submissions nor in any reply has the Plaintiff denied that this document is false.

[34.] The Court notes that this is not a "formal" settlement agreement however, it notes the decision of In the case of **Arrale v Costain** [1976] Lloyds Reports 98 the court held:

> "If on its true construction by the Court the document is itself an agreement to accept money in satisfaction of all claims, he who signs it is bound by it unless he can prove that he was induce to sign it by misrepresentation or can establish a plea of non es factum, or can prove that there was no consideration for it."

[35.] The document exhibited outlined the date of the incident, cause of the incident, type of damages as described by a mechanic, and cost of repair. The First Defendant settled the matter for $350 covering all that was viewed as damages. The Court cannot say that there is some exceptional circumstance that could not be in the consideration at the time the Plaintiff made

this agreement as the pleadings are devoid of the type of damages the Plaintiff alleges. Moreover, the Plaintiff does not claim any fraud or misrepresentation.

[36.] Therefore, it is this Court's view that the cause of action is not merely weak but it is unsustainable as the matter was settled and the issue arising is res juticata as the Plaintiffs are estopped from proceeding with this cause of action due to the settlement.

Abuse of the Court's Process

[37.] As previously mentioned in the judgement of **Yat Tung Investments Co *supra*** estoppel in the form of res juticata can become an abuse of the Court's process if it can be demonstrated that the matter raised in proceedings before the Court which could and therefore should have been litigated, or in this matter settled for, in earlier proceedings/compromise.

[38.] It is the Court's view that alleged damages that arose should've been brought up at the time of settlement and that the Plaintiff's cannot demonstrate to the Court that any damages alleged currently are new or went unnoticed.

[39.] Further, the Plaintiff sought to add parties to this claim whom it had no contractual nor fiduciary connection with to the cause of action.

[40.] Therefore, it is plain and obvious that the Plaintiff has no cause of action upon review of the pleadings and should the Court allow this matter to proceed it would plainly be unjust and amount to an abuse of this Court's process as it would come out at trial that the matter was previously settled for an accepted sum. Further that the issues mentioned above cannot be cured with simple amendments to the Plaintiffs Statement of Claim.

DISPOSITION

[41.] The Court accedes to the Defendants' Application that the Writ of Summons be struck out on the grounds that there is no cause of action and it is an abuse of the Court's process. The Plaintiffs action is, therefore, dismissed and, too, is the application filed on 17 May, 2024 seeking substitution of the Plaintiff.

[42.] Costs to the Defendants to be taxed if not agreed and certified for One (1) Counsel.

Dated the 6th, December, 2024

Andrew Forbes
Justice of the Supreme Court