

THE EASTERN CARIBBEAN SUPREME COURT
ANTIGUA AND BARBUDA

IN THE HIGH COURT OF JUSTICE
(CIVIL DIVISION)

CLAIM NO. ANUHCV2019/0356

BETWEEN:

JEAN-PAUL BLISSETT

Claimant

and

[1] JSN DEVELOPMENT GROUP LIMITED

[2] BLUPEARL LIMITED

Defendants

Appearances:

Mr. Justin L. Simon KC, Counsel for the Claimant

Mr. Andrew O’Kola, Counsel for the Defendants

2025: March 21st;
August 25th.

DECISION

[1] **MICHEL, M.:** This is the decision of the Court on an application by the Defendants to set aside an order made in their absence on 28th November, 2024. The order sought to be set aside entered judgment for the Claimant on certain terms following an application by the Claimant under rule 26.5 of the Civil Procedure Rules (Revised Edition) 2023 (“**CPR 2023**”) for judgment without trial after striking out.

[2] It is necessary to set out the background and procedural history of these proceedings in some detail to place the Defendants’ application into context.

Background

[3] By claim form and statement of claim filed on 28th June, 2019 Melt Design Hub Limited (“**Melt Design**”) commenced proceedings against the Defendants for breach of copyright entitlement. Melt Design alleged in the claim that it was the owner of the copyright in all drawings, specifications, images, plans and documents (together “architectural works”) created by Syntax Group Limited, Syntax Design Limited and/or Syntax UK Limited (“**Syntax Group**”) for a certain hotel development project in Antigua. Melt Design pleaded that by agreement

made on 4th January, 2013 it acquired all the assets including the exclusive copyrights in all materials produced by the Syntax Group and the benefits of all the appointments of the Syntax Group.

- [4] At paragraph 10 of the statement of claim, Melt Design alleged that Jean-Paul Blissett, a former Director of the Syntax Group, became a shareholder and the Managing Director of Melt Design. Further, that a former director of the Syntax Group with no interest in Melt Design wrongfully purported to release to the 1st Defendant, copyright interest that he claimed he owned in the designs produced by the Syntax Group then assigned to Melt Design.
- [5] Melt Design further alleged that the 1st Defendant acquired the land and building which constituted the hotel development project in Antigua and the Defendants took steps to complete the construction of and market the hotel development using the architectural works produced by Syntax Group and since owned by Melt Design. Melt Design alleged that the Defendants had, without the approval or license from, or assignment by Melt Design, proceeded to utilize Melt Design's architectural works in completing the hotel development.
- [6] Melt Design, by its claim, therefore sought injunctions against the Defendants in relation to the architectural works prepared by Melt Design for the construction and marketing promotion of the hotel development. The claim also sought an order for delivery of possession of all copies of the architectural works and damages to be assessed.
- [7] The Defendants filed a defence to Melt Design's claim and subsequently amended the defence. In their amended defence, the Defendants denied that Melt Design were the owners of the copyright in the architectural works. They denied that the alleged assignment of the architectural works to Melt Design was effective as they alleged that it was not in accordance with section 23 of the **Copyright Act, 2003**.¹ Alternatively, the Defendants put Melt Design to strict proof that Syntax Group originally held the ownership rights of the architectural works and that Melt Design subsequently acquired such ownership right.
- [8] The Defendants further denied that the agreement between Syntax Group and Melt Design was a valid agreement on the basis that the conditions amounting to a valid agreement had not been met.
- [9] At paragraph 12 of their amended defence, the Defendants put Melt Design to strict proof, *inter alia*, that the present Claimant, Jean-Paul Blissett, became a shareholder and managing director of Melt Design. The Defendants further alleged that the former director referred to by Melt Design at paragraph 10 of its

¹ No. 22 of 2003.

statement of claim executed a binding agreement releasing the 1st Defendant from any claims with respect to any copyright interests in all architectural drawings created by him, his affiliates or companies controlled now or in the past by him or his affiliates, including any claim in respect of interest that the Claimant purports to have assigned to it.

- [10] The Defendants further denied the particulars of breach alleged by Melt Design. They denied that Melt Design had any copyright entitlement and that they breached any such entitlements. The Defendants further averred that they did not use Melt Design's alleged intellectual property. They averred that completely new master plans were developed by another architecture and design firm which were utilized by the Defendants. The Defendants therefore prayed that Melt Design's claim be dismissed.
- [11] By order dated 2nd March, 2022 made *ex parte*, Jean-Paul Blissett was substituted as Claimant in the proceedings in place of Melt Design pursuant to rule 19.2(5)(b) of the Civil Procedure Rules 2000 ("**CPR 2000**") on the basis that he had acquired Melt Design's interest in these proceedings.
- [12] Following multiple adjourned case management conferences, on 9th October, 2023 the Court issued further case management directions to the Parties for trial and directed that the Defendants make standard disclosure on or before 24th October, 2023 and that the Parties file and exchange their witness statements on or before 8th December, 2023. The Defendants failed to comply with these directions.
- [13] On 18th December, 2023 the Court made an order that unless the Defendants make an application for relief from sanctions and an extension of time to comply with the order dated 9th October, 2023 the Defendants' defence would stand struck out. On 10th April, 2024 the Court made a revised unless order directing that unless the Defendants applied for relief from sanctions and an extension of time to make standard disclosure and file their witness statements as ordered on 9th October 2023 on or before 15th May, 2024 the Defendants' defence would stand struck out. The revised unless order dated 10th April, 2024 was duly served personally on the Chambers of OMO Law, legal practitioners for the Defendants on 16th April, 2024 as evidenced in the affidavit of service of Leoma Prince, Litigation Clerk filed by the Claimant on 25th April, 2024. The revised unless order was not set aside or appealed and the Defendants failed to comply with the order. Accordingly, the Defendants' defence was struck out by virtue of the sanction imposed in the revised unless order.
- [14] The Claimant subsequently applied for judgment without trial after striking out pursuant to rule 26.5 of CPR 2023 on notice to the Defendants. The application was subsequently amended on 31st October, 2024. The Claimant's application

for judgment came on for hearing on 7th November, 2024 and was adjourned to 20th November, 2024 due to short service of the notice of hearing on Counsel for the Defendants. When the application came on for hearing on 20th November, 2024 the hearing was further adjourned to 28th November, 2024 as Counsel for the Defendants was involved in a criminal trial before a judge on the same day.

- [15] On 27th November, 2024 the day before the adjourned hearing of the Claimant's application for judgment, the Defendants filed an application for relief from sanctions and an extension of time to comply with the order dated 18th December, 2023. This application also sought in the alternative an order that the Claimant's claim be struck out. Neither Counsel for the Defendants nor any representatives of the Defendants attended the hearing of the Claimant's application for judgment on 28th November, 2024. The Court proceeded to hear and determine the Claimant's application in the absence of the Defendants. The application for judgment was granted and judgment was entered for the Claimant on certain terms.

The Set Aside Application

- [16] By notice of application filed on 13th December, 2024 the Defendants seek to set aside the order made on 28th November, 2024 ("**the set aside application**") and obtain the following relief:-

1. The Defendants be granted relief from sanctions and an extension of time for failure to comply with the order dated 18th December, 2023;
2. The execution of the order dated 28th November, 2024 be stayed pending the determination of the Applicants' application to set aside the order dated 28th November, 2024;
3. Alternatively, for the judgment entered on 28th November, 2024 to be struck out on the basis of alleged fraud and misrepresentation and that the affidavit in support filed on 27th November, 2024 stands as further evidence in support of this relief sought;
4. No order as to costs; and
5. Such further and other relief as this Honourable Court deems fit.

- [17] The Defendants' set aside application relies on some 22 grounds; however, these grounds in my view can be summarised as follows:-

- (1) The decision of 28th November, 2024 was made in the absence of the Defendants and there is good reason for the absence of the Defendants and of their Counsel.
- (2) The set aside application is being made at the soonest convenience.

- (3) The failure to comply with the order dated 18th December, 2023 within the specified time was not intentional and there is a reasonable explanation.
- (4) Granting the applications would allow the Court to fairly and justly deal with the case.
- (5) The Defendant has a real prospect of success in defending the claim.
- (6) There is no prejudice to the Claimant if the application is granted.
- (7) There is an allegation that there was an unlawful disposition of assets by Melt Design, the previous Claimant in these proceedings and that the relevant assets subject to this litigation were transferred to the Claimant and that the said transferred assets amount to fraudulent conveyance and breach of Insolvency Laws of the United Kingdom.
- (8) The Claimant's application to be substituted in place of Melt Design did not comply with its duty of full and frank disclosure in respect of an *ex parte* application.

[18] The Defendants filed the affidavit of Rocklyn Jeremiah, Clerk in the law firm of OMO Law on 16th December, 2024 in support of their set aside application. The Claimant on 16th January, 2025 filed an affidavit in response to the Defendants' set aside application, vigorously opposing it. The Defendants subsequently filed an application to strike out the Claimant's affidavit in response, which I will address briefly later in this decision. The Defendants then filed two supplemental affidavits in support of their set aside application: the affidavit of Jeff Wellemeyer, Chairman of the 1st Defendant and the affidavit of Matrisha Jarvis, Client Care Officer at OMO Law.

[19] In reviewing the Defendants' notice of application filed on 13th December, 2024 the grounds contained therein, and the evidence filed in support, I considered whether the Defendants' set aside application fell to be considered in two ways.

[20] First, the Defendants have brought their application to set aside the order made on 28th November, 2024 on the ground that the order was made in the absence of the Defendants. This would accordingly engage CPR 11.21 which provides for the setting aside of an order made in the absence of a party. The rule provides:-

“11.21 (1) A party who was not present when an order was made may apply to set aside or vary the order.

(2) The application must be made not more than 14 days after the date on which the order was served on the applicant.

(3) The application to set aside the order must be supported by evidence on affidavit showing –

- (a) a good reason for failing to attend the hearing; and
- (b) that it is likely that had the applicant attended some other order might have been made.

(4) In any event, the court may set aside an order made in the absence of a party if the applicant satisfies the court that there are exceptional circumstances.”

[21] The effect of setting aside the order dated 28th November, 2024 pursuant to CPR 11.21 on the basis that the said order was made in the absence of the Defendants is that the Claimant’s application for judgment without trial would have to be considered afresh to give the Defendants an opportunity to be heard. The Court would in essence revert to the position it was in on 28th November, 2024 when both the application by the Claimant for judgment without trial pursuant to CPR 26.5 and the application by the Defendants for relief from sanctions were pending. At this hearing, the Defendants could, among other things, be heard on whether the Court should first consider its application for relief from sanctions.

[22] Support for this view can be found in the cases of **RBC Royal Bank of Canada v Lionel Nedwell**² and **Marilyn Jeffers nee Weste v The Personal Representatives of the Estate of Wyndham Weste, deceased et al.**³ In **RBC Royal Bank of Canada v Lionel Nedwell**, the Court of Appeal was dealing with an appeal against the decision of a judge, who set aside an order of a master setting aside a default judgment on the basis of lack of notice or absence of the claimant at the hearing before the master. Pereira CJ, delivering the judgment of the Court of Appeal stated:-

“Although I need not deal with the Bank’s second complaint in order to dispose of this appeal, for the sake of completeness I make the observation that where the learned judge had set aside the master’s order due to the party’s lack of notice and absence at the hearing, it would have merely and properly have had the effect of restoring the application to set aside to be heard afresh on its merits.”

[23] Second, in addition to seeking the set aside order, the Defendants, in their notice of application filed on 13th December, 2024 seek an order for relief from sanctions and an extension of time. This seems to engage CPR 26.6 which provides:-

“Setting aside judgment entered after striking out

² ANUHCVP2017/0008 (delivered 14th August 2017, unreported) at para. 13.

³ ANUHCVP2022/0013 (delivered 24th March 2023, unreported).

26.6 (1) A party against whom the court has entered judgment under rule 26.5 when the right to enter judgment had not arisen may apply to the court to set it aside.

(2) If the right to enter judgment had not arisen at the time when judgment was entered, the court must set aside judgment.

(3) If the application to set aside is made for any other reason, rule 26.8 (relief from sanctions) applies.” (Emphasis added).

- [24] Consideration of the Defendants’ application under CPR 26.6 would proceed on the basis that the judgment entered for the Claimant was not set aside due to the absence of the Defendants. The Court would be required to determine whether the judgment should be set aside in accordance with the provisions of CPR 26.6, that is, whether the right to enter judgment had not arisen at the time when judgment was entered or for some other reason having regard to relief from sanctions under CPR 26.8.
- [25] Having carefully considered the Defendants’ notice of application filed on 13th December, 2024 and the evidence in support, I am of the firm view that the Defendants’ application properly falls to be considered as an application pursuant to CPR 11.21 as the thrust of the application concerned the absence of the Defendants at the hearing on 28th November, 2024. I will therefore determine the Defendants’ set aside application on this basis.
- [26] The Defendants’ application filed on 13th December, 2024 was argued fully, with both written and oral submissions having been made by counsel for the parties.
- [27] Before addressing the Defendants’ set aside application, I will briefly address the Defendants’ application to strike out the Claimant’s affidavit filed on 16th January, 2025 referred to above.

Whether the Claimant’s Affidavit should be Struck Out

- [28] On 17th February, 2025 the Defendants filed an application seeking an order that the affidavit filed by the Claimant on 16th January, 2025 be struck out or otherwise not be admitted into evidence. The order was sought on the basis that the affidavit relies on and seeks to bring into evidence a legal opinion prepared by Olivia Chaffin-Laird which purportedly concerns matters of English Law and self-evidently purports to be expert evidence of English Law. The Defendants contend that the Claimant was required to obtain the Court’s permission pursuant to CPR 32.6(1) before putting into evidence the legal opinion of Ms. Chaffin-Laird. Accordingly, the Defendants argue that the opinion

and the paragraphs of the affidavit which refer to and rely on the opinion should be struck out.

[29] This is a short point. In my view, it is arguable as to whether the Claimant was seeking to adduce expert evidence in relation to foreign law. Further, given the interlocutory nature of the substantive application before the Court, and for reasons that will become obvious in this decision, I consider it unnecessary to make an order striking out the Claimant's affidavit or parts thereof at this time.

[30] I will now consider the Defendants' set aside application under CPR 11.21.

Whether the Defendants have a Good Reason for Failing to Attend the Hearing on 28th November, 2024

[31] In the affidavit of Ms. Jeremiah filed by the Defendants on 16th December 2024 in support of their set aside application, Ms. Jeremiah explained that Counsel for the Defendants, Mr. Andrew O'Kola, had to travel overseas on 27th November, 2024 and 28th November, 2024 for a family emergency. Mr. O'Kola's flight details were exhibited to the affidavit of Ms. Jeremiah. Ms. Jeremiah, however, did not provide further details about Mr. O'Kola's family emergency.

[32] Ms. Jeremiah went on to explain that, Counsel, Mr. Wayne Marsh had been asked to hold papers for Mr. O'Kola at the hearing on 28th November, 2024 however, unbeknownst to Mr. O'Kola, Mr. Marsh encountered a scheduling conflict which prevented him from attending the hearing. She further deposed that Mr. Marsh tried to inform the Master's court clerk of his difficulty but was informed that by that time the Court had already been waiting for over two hours. She therefore stated that Counsel for the Defendants had made every effort to ensure that there was attendance at the hearing but due to an unforeseen and unavoidable scheduling conflict on the part of Mr. Marsh, Mr. O'Kola did not have an opportunity to make alternative arrangements.

[33] The Claimant complains that none of the matters deposed by Ms. Jeremiah were ever communicated to Counsel for the Claimant, which would have been the proper and courteous approach to the matter.

[34] Whilst the primary reason for Counsel for the Defendants' absence may be light on details, I am prepared to accept it as being a good reason for Counsel's failure to attend the hearing. It is clear, based on the affidavit of Ms. Jeremiah that arrangements had been made for Counsel to appear on behalf of Mr. O'Kola, but counsel did not attend and did not afford an opportunity to Mr. O'Kola to make further arrangements for alternative Counsel to appear. Further, based on the affidavit evidence before the Court and in particular the evidence of Mr.

Wellemeier, it appears that the representatives of the Defendants were unaware of the Claimant's amended application for judgment filed on 31st October, 2024 and accordingly its adjourned hearing date of 28th November, 2024.

- [35] In light of the foregoing, I am satisfied that the Defendants have a good reason for failing to attend the hearing on 28th November, 2024.

Whether it is likely that had the Applicant attended some other Order might have been made

- [36] Ms. Jeremiah deposed that she has been informed and verily believes that had Counsel for the Defendants or the Defendants representatives been present at the hearing on 28th November, 2024 a different result may have been reached and that the absence of Counsel, due to his family emergency and subsequent flight arrangements meant that certain critical issues were not fully addressed before the Court.
- [37] Ms. Jeremiah further deposed that she has been informed that Mr. O'Kola also filed an application on 27th November, 2024 seeking relief from sanctions and an extension of time to comply with the order of 18th December, 2023 and alternatively to strike out the Claimant's claim on the basis of an allegation of fraud and or misrepresentation.
- [38] Ms. Jeremiah also deposed that had Counsel been present, Counsel would have been able to address the Court on the Claimant's application, and additionally, Counsel could have raised important legal issues, including the fact that the application filed on 27th November, 2024 though chronologically second in time, should logically have been considered before the Claimant's application, as it directly relates to the possibility that the Claimant's claim may be affected by allegations of fraud or misrepresentation. Ms. Jeremiah deposed that, if the Claimant's claim is in fact tainted by fraud or misrepresentation, it would undermine the foundation of their case and would logically prevent the granting of the order dated 28th November, 2024. She stated that Counsel could have argued that, as a matter of fairness and logic, the Court should have first addressed the application concerning the fraudulent aspects of the Claimant's claim as this could have a significant impact on whether the Claimant should be entitled to the order that was granted.
- [39] On this point, Ms. Jeremiah concluded by stating that the absence of Counsel meant that crucial arguments were not presented, and the Defendants were deprived of the opportunity to challenge the basis on which the order was made. She stated that given the gravity of the allegations of fraud and

misrepresentation, had these matters been fully presented, the outcome of the hearing might have been different.

[40] As it relates to the allegations of fraud and misrepresentation, based on the affidavit of Mr. Wellemeyer filed in support of the Defendants' set aside application, it appears that these relate to Melt Hub's transfer of interest in the proceedings to the present claimant, Jean-Paul Blissett. As evidence in Mr. Wellemeyer's affidavit, Melt Design went into Creditor's Voluntary Liquidation in 2020 and the appointed liquidator was one Kieran Bourne. Mr. Wellemeyer deposed that on 26th November, 2024 a "LIQ4 Return of Final Meeting in a creditors' voluntary winding up" was filed by liquidator Kieran Bourne. He stated that the filing of the LIQ4 Return of Final Meeting provides irrefutable evidence that the purported settlement between the Claimant, Jean-Paul Blissett and the liquidator did not, in any manner, include or contemplate any asset or receivable that is now being pursued in this action. This, Mr. Wellemeyer stated, unequivocally establishes that the claim being asserted is entirely fraudulent, as it is premised upon an alleged debt that was neither acknowledged nor accounted for within the liquidation process. Mr. Wellemeyer deposed that the absence of this purported receivable from the liquidation records is conclusive proof that it was never a legitimate asset of the former Claimant, Melt Design, thereby revealing the fraudulent nature of the claim before this Court.

[41] Mr. Wellemeyer also referred to the findings and opinion of a UK barrister specializing in insolvency, commercial and financial services law who provided an analysis of the insolvency proceedings in relation to Melt Design and concluded that the alleged debt in question was never properly disclosed or recognized within the liquidation process. He further stated that the opinion of the barrister has now put into serious doubt whether the claim now being pursued is a legitimate receivable or is instead an attempt to fraudulently assert ownership over a non-existent asset. He states that the barrister's findings further reinforce the fraudulent nature of the present claim and substantiate the Defendants' position that it should be dismissed in its entirety.

[42] In respect of the allegations made by Ms. Jeremiah in her affidavit, the Claimant exhibited several documents to his affidavit in response. He stated in his affidavit that a review of the exhibits will indicate that he acted at all times in accordance with his fiduciary obligations as a director of Melt Design, and that he had not made unlawful distributions or dispositions of company assets within the meaning of section 847 of the **UK Companies Act 2006**. He further stated that he is of the firm view that the Defendants' application has no merit or substance and appears to be yet another deliberate ploy to delay the conclusion of this matter.

Discussion and Conclusion

- [43] The above allegations made by the Defendants are not for determination on the present application. What the Court is concerned with is whether it is satisfied on the Defendants' present set aside application that it is likely that had the Defendants attended the hearing on 28th November, 2024 some other order might have been made.
- [44] Having considered the application, the evidence on behalf of the Defendants, and the applications before the Court on 28th November, 2024 I am of the view that it is likely that the Court would not have made the order entering judgment for the Claimant and would have made some other order had the Defendants attended the hearing on 28th November, 2024. In reviewing the order made, including the recitals to the order, it is pellucid that the Court considered that the Defendants had filed an application for relief from sanctions, but did not attend the hearing to make any representation to the Court in respect of the Claimant's application for judgment and their application for relief from sanctions, and in such circumstances, the Court was satisfied that it should proceed to determine the Claimant's first in time application. However, given that an application for relief from sanctions had been made, I am of the considered view that had the Defendants attended the hearing and had the opportunity to address the Court, the Court is likely to have made an order adjourning the hearing to give the parties an opportunity to present arguments on both applications.
- [45] In light of my above findings, it is not necessary to consider whether there are exceptional circumstances warranting setting aside the order dated 28th November, 2024 however, for the sake of completeness, I will do so.

Whether there are Exceptional Circumstances Warranting the Setting Aside of the Order dated 28th November, 2024

- [46] CPR 2023 does not define what amounts to "exceptional circumstances", however, guidance can be found on the approach taken by our courts to the issue of "exceptional circumstances", albeit in the context of an application to set aside a default judgment. In **Carl Baynes v Ed Meyer**,⁴ Pereira CJ, who delivered the judgment of the Court of Appeal, stated:

"What amounts to an exceptional circumstance is not defined by the Rules and no doubt, for good reason. What may or may not amount to exceptional circumstances must be decided on a case by case basis. I am in full agreement with the reasoning of Bannister J, as approved by this Court, that it must be 'one that provides a compelling reason why

⁴ ANUHCv2015/0026 (delivered 30th May 2016, unreported).

the defendant should be permitted to defend the proceedings in which the default judgment has been obtained. It must be something more than simply showing that a defence put forward has a realistic prospect of success. Showing exceptional circumstances under CPR 13.3(2) does not equate to showing realistic prospects of success under CPR 13.3(1)(c). They are not to be regarded as interchangeable or synonymous. CPR 13.3(2) is not to be regarded as a panacea for covering all things which, having failed under CPR 13.3(1), can then be dressed up as amounting to exceptional circumstances under sub-rule (2). Sub-rule (2) is intended to be reserved for cases where the circumstances may be said to be truly exceptional, warranting a claimant being deprived of his judgment where an applicant has failed, to satisfy rule 13.3(1). A few examples come to mind. For instance, where it can be shown that the claim is not maintainable as a matter of law or one which is bound to fail, or one with a high degree of certainty that the claim would fail or the defence being put forward is a “knock out point” in relation to the claim; or where the remedy sought or granted was not one available to the claimant. This list is not intended to be exhaustive.”

- [47] The reasoning of Pereira CJ was approved by the Judicial Committee of the Privy Council on appeal to the Board in **Meyer v Baynes**.⁵
- [48] Having considered the evidence filed on the set aside application, the only matters that I can discern which fall for the Court’s consideration of exceptional circumstances are the allegations by the Defendants of an alleged unlawful disposition of the assets of Melt Design by the Claimant, Mr. Blissett and the question of whether Melt Design ever owned the alleged debt in question, and the allegation of it not being disclosed or reported on the books of Melt Design. In my view, whilst the evidence presented at this time certainly points to matters which in appropriate circumstances may warrant further interrogation by the Court, it does not rise to the level of exceptional circumstances contemplated by the rule. In other words, the evidence does not raise either a knock out point or plainly show that relief sought in the claim is not available to the Claimant. The evidence may raise questions about the standing of the Claimant, but it certainly does not demonstrate that the Claim is not sustainable. To my mind, there are triable issues raised and the exceptional circumstances limb of CPR 11.21 is not engaged.
- [49] In light of my earlier conclusion that the Defendants have satisfied the requirements under CPR 11.21(3), I would set aside the order made on 28th November, 2024 in the absence of the Defendants. As I previously noted at

⁵ [2019] UKPC 3 at para. 17.

paragraphs 21 and 22 above, the effect of setting aside the order made on 28th November, 2024 pursuant to CPR 11.21 is that an *inter Parties* hearing of the Claimant's application for judgment without trial after striking out will be scheduled where both Parties can address the matters for the Court's consideration.

Costs

[50] The issue of costs on the Defendants' applications is deferred for consideration at the *inter Parties* hearing of the Claimant's application for judgment.

Disposition

[51] In light of the foregoing, I would make the following orders:-

1. The Defendants' application filed on 13th December, 2024 to set aside the order dated 28th November, 2024 entering judgment without trial for the Claimant, is granted.
2. The order herein dated 28th November, 2024 is hereby set aside and the matter shall be set down for an *inter Parties* hearing of the Claimant's application for judgment on 15th October, 2025.
3. The Defendants' application filed on 17th February, 2025 to strike out the Claimant's affidavit filed on 16th January, 2025 falls away.
4. The issue of costs on the Defendants' applications shall be considered at the *inter Parties* hearing of the Claimant's application for judgment on 15th October, 2025.
5. The Defendants shall draw, file and serve this Order.

[52] I wish to thank the Parties for their assistance in this matter.

Carlos Cameron Michel
High Court Master



By the Court

Registrar