COMMONWEALTH OF THE BAHAMAS **2019/CLE/gen/01650**

IN THE SUPREME COURT

Common Law & Equity Division

BETWEEN:

JAMAT REINSURANCE COMPANY LTD.

First Plaintiff

AND

CORAL CADILLAC, INC

Second Plaintiff

AND

ARMANDO CODINA

Third Plaintiff

AND

G & E GLOBAL HOLDINGS LTD

Fourth Plaintiff

AND

GEORGE STAMOS

Fifth Plaintiff

AND

JOHN RIBEIRO

Sixth Plaintiff

AND

CHUB CAY CLUB ASSOCIATES LTD.

First Defendant

AND

Second Defendant

AND

GEKABI CHUB CAY LIMITED

Third Defendant

AND

GEKABI HOLDINGS LIMITED and/or

GEKABI CC HOLDING LIMITED

Fourth Defendant

AND

SCOTIABANK (BAHAMAS) LIMITED

Fifth Defendant

AND

CARLSON SHURLAND

Sixth Defendant

SHURLAND & CO.

Seventh Defendant

APPEARANCES: Mr. Ashley Williams of Counsel for the Plaintiffs

Mr. Barry Sawyer of Counsel for the 1st Plaintiff

Mr. Carlton Shurland of Counsel for the 2nd, 3rd & 4th Defendants

Ms. Julika Thompson of Counsel for the 6th & 7th Defendants

BEFORE: Hon. Justice Mr. Keith H. Thompson

DATES: June 22nd, 2020

June 29th, 2020

July 03rd, 2020

[1] This is an application for security for costs pursuant to Order 23 of the Rules of the Supreme Court (RSC). The application was in the first instance made by summons filed January 02nd, 2020 and secondly, by an amended summons filed January 07th, 2020. The amended summons seeks the following:

Summons for Security for Costs

Let all Parties concerned attend the Judge in Chambers in the Supreme Court Ansbacher House Bank Lane in the City of Nassau in the Island of New Providence, Commonwealth of The Bahamas on FRIDAY, the 24 day of January....2020, at 2:00 o'clock in the Fore noon, on the hearing of an application on the part of the 2nd, 3rd and 4th defendants ("the defendants") that the 1st, 2nd, 3rd, 4th, 5th and 6th Plaintiff ("the plaintiffs") individually and/or collectively give security for the defendant's costs in this action pursuant to Order 23 Rule 1 (1) (a) Rules of the Supreme Court and pursuant to Section 285 of The Companies Act, Chapter 301, Statute Laws of The Bahamas to the satisfaction of the Judge on the grounds hereinafter mentioned AND that in the meantime all further proceedings on behalf of the plaintiffs be stayed.

AND that the costs of such application be paid by the plaintiffs to the Defendants forthwith (and with9ut limiting the generally of the following and reserving the right to amend and or withdraw the same);

(1) The Plaintiffs' Statement of Claim expressly and unequivocally identified the plaintiffs as not ordinarily resident in the jurisdiction and did not disclose the names and address of 2 Directors and/or Shareholders of the 1st, 2nd, and 4th plaintiffs and the address of the beneficial owners of the 3rd, 5th and 6th plaintiffs.

(2) The plaintiffs each and every one of them have no known assets or business ties to The Bahamas namely (i) a registered office(s); (ii) employees and (iii) Bank Accounts.

(3) The plaintiffs are impecunious and have no current investment in The Bahamas. Further, the 1st plaintiff position is even more tenuous given that it has a history of being struck of the Turks & Caicos' Island company register.

(4) The defendants is of the view that the 1st plaintiff is a sham company and is not entirely satisfied that the 1st plaintiff whose name is listed as "JAMAT REINSURANCE COMPANY LTD" in its Writ of Summons with no address for its registered office either in the Bahamas or Turks & Caicos' Island is distinguishable from "JAMATT REINSURANCE COMPANY LTD." whose address is 50 Contra Avenue Suite 900, Sarasota FL 34326 USA and the listed owner name is given as Sandra Buchanan.

(5) The 1st, and 2nd plaintiffs have refused and or failed to register at all material times as a foreign company under the Company Act of The Bahamas and cannot legally conduct business in The Bahamas.

(6) The plaintiffs each and every one of them failed or refused at all material times to register the purported lease(s) in the Registry of Records in the City of Nassau in The Bahamas.

(7) The plaintiffs each and every one of them have refused and or failed to get approval at all material times from the Secretary of the Bahamas Investments Authority for an International Persons Landholding (IPL) Permit to acquire 99 years leasehold interest in The Bahamas.

(8) The plaintiffs by its Statement of Claim expressly and/or impliedly states that the slips the subject of this claim was used for commercial and/or profitmaking purposes,

(9) In the premises the failure to obtain an International Persons Landholding Certificate renders the said leases null and void and be without effect for all purposes of law.

(10) The plaintiffs each and every one of them have failed and or refused to obtain the Central Bank of The Bahamas Exchange Control approval to transact in foreign currency namely United States Dollars between the plaintiffs and 1st defendant.

(11) The plaintiffs each and every one of them have failed and or refused to disclose in its Statement of Claim whether they are in compliance with the tax laws that governs United States Citizen investments in The Bahamas as required by the Financial and Corporate Services Providers Act.

(12) The plaintiffs each and every one of them never entered into an enforceable contract or agreement with the defendants and with reasonable inquiry and/or due diligences the plaintiffs' attorney could easily discovered that any and all substantive claim should be directed to the 1st and 5th defendants.

(13) The plaintiffs each and every one of them resides or purports to carry out business in a jurisdiction with a Reciprocal of Enforcement of Judgment Treaty with The Bahamas. However, the defendants will incur excess cost to enforce the Order if successful in its defense of this claim.

(14) The plaintiffs' suit against the defendants are frivolous, vexatious and scandalous.

The Plaintiffs could have avoided the foregoing had they made reasonable inquiry and or due diligences for information known or easily obtainable to engaged in good-faith negotiations, and, at the very least, limited some costs.

[2] Order 23 RSC provides;

ORDER 23
SECURITY FOR COSTS

(R.S.C. 1978)

1. (1) where, on the application of a defendant to an action or other proceedings in the Supreme Court, it appears to the Court –

(a) that the plaintiff is ordinarily resident out of the jurisdiction; or

(b) that the plaintiff is (not being a plaintiff who is suing in a representative capacity) is a nominal plaintiff who is suing for the benefit of some other person and that there is reason to believe that he will be unable to pay the costs of the defendant if ordered to do ; or

(c) subject to paragraph (2), that the plaintiff's address is not stated in the writ or other originating process or is incorrectly stated therein; or

(d) that the plaintiff has changed his address during the course of the proceedings with a view to evading the consequences of the litigation,

then if, having regard to all the circumstances of the case, the Court thinks it just to do so, it may order the plaintiff to give such security for the defendant's costs of the action or other proceedings as it thinks just.

(2) The Court shall not require a plaintiff to give security by reason only of paragraph (1)(c) if he satisfies the Court that the failure to state his address or the misstatement thereof was made innocently and without intention to deceive.

(3) The references in the foregoing paragraphs to a plaintiff and a defendant shall be construed as references to the person (howsoever described on the record) who is in the position of plaintiff or defendant, as the case may be, in the proceeding in question, including a proceeding on a counterclaim.

2. Where an order is made requiring any party to give security for costs, security shall be given in such manner, at such time, and on such terms (if any), as the Court may direct.

3. This Order is without prejudice to the provisions of any enactment which empowers the Court to require security to be given for the costs of any proceedings.

SUMMARY OF FACTS:

[3] The 1st, 2nd, 3rd, 4th and 5th Plaintiffs entered into an agreement with Chub Cay Club Associates ("Associates") to lease marina slips at the Chub Cay Marina in the Berry Islands, Bahamas.

[4] In a debenture dated 28th July 2006, Associates assigned the purported leases to Scotiabank (Bahamas) Limited, ("The Bank") and 5th Defendant in the instant action as collateral security for a secured loan. The mortgage and debenture were

duly recorded in the Registry of Records Nassau, Bahamas in Volume 9858 at pages 197 to 219.

[5] Associates defaulted on the loan and the Bank appointed a Receiver Manager Mr. Craig Gomez of Baker Tilly Gomez Chartered Accountants to manage the real property, chattels and marina slips which were identified in the agreement as "Additional Property".

[6] It was a term of the restated agreement that the sale and purchase of the property, the subject of the restated agreement SHALL take place in two stages. The first stage to include the sale and purchase of the real property and chattels to take place on the completion date of the 18th July, 2014. The second stage of completion SHALL include the sale and purchase of the "Additional Property."

[7] There was also an express clause in the restated agreement that the Bank shall cause the receiver to enter into a management agreement with Chub Cay Realty to operate and manage the Additional Property. Finally, it was a condition precedent among other things that the Bank had transferred the right, title and interest in the Additional Property or the charge to CCR that upon the receipt of reasonable evidence that all consideration due for the lease of the slips encumbered by the charge was paid to Associates prior to the date of the restated Agreement CCR agreed to execute and deliver to the lessee a consent in writing authorizing the demise of the terms of years by Associates in favour of the lessees.

[8] The Defendants allege that certain legal requirements were not obtained or achieved as in for example, necessary approvals, licenses and permits regarding – acquiring lease hold interest from all regulatory and governmental authorities

having jurisdiction and control over a 99 year leasehold interest in the Bahamas including but not limited to:-

a) Bahamas Investment Authority approval under the International Persons Landholding Act to acquire leasehold interest in the Bahamas.

b) Central Bank of the Bahamas approved under the Exchange Control Act and regulations and

c) Registration of a foreign company pursuant to the Companies Act 1992 (Section 285 which provides:-

"285. Where a limited liability company is plaintiff in any action, suit or other legal proceedings, a judge having jurisdiction in the matter may, if it appears by any credible testimony that there is reason to believe that if the defendant is successful in his defence the assets of the company may be insufficient to pay his costs, require sufficient security to be given for such costs, and may stay all proceedings until such security is given."

[9] The 2nd, 3rd, 4th, 6th and 7th Defendants all alleged that the 1st, 2nd, 3rd, 4th and 6th Plaintiffs have no assets within the jurisdiction and/or are ordinarily resident outside the jurisdiction.

[10] The 1st, 2nd, 3rd, 4th and 6th, Plaintiffs allege that they do in fact have assets within the jurisdiction and that the Plaintiffs claims are bona fide and not a sham. They further allege that the Plaintiffs have reasonably good prospects of succeeding in their respective claims as against the Defendants.

[11] There is a further allegation that the 2nd, 4th, 6th and 7th Defendants either fraudulently and/or wrongfully assigned the dock slips belonging to the Plaintiffs in or around December, 2017. They also allege that the 2nd – 4th Defendants have not established a prima facie defence and that the application for security for costs is simply to stifle the genuine claim of the Plaintiffs.

[12] More specifically, the Plaintiffs say that the 1st, 2nd and 4th Plaintiffs are corporate Plaintiffs who own assets in the Bahamas, which is readily available for sale and sufficient to satisfy any costs which may be awarded to the Defendants.

[13] In response to the Defendants allegations of non-compliance with, in particular section 3 of the International Persons Landholding Act, the Plaintiffs say that section 9 allows the Plaintiffs to still register said leases. This in my opinion is a triable issue. These leases have existed from in or about 2005 for some and 2007 for others.

THE LAW:

[14] It is trite that the general rule as it relates to costs in this jurisdiction is that COSTS FOLLOW THE EVENT. In other words the unsuccessful party must pay the legal costs of the successful party. However, there are set guidelines to be followed when considering such an application as this.

[15] Order 23 RSC Rule 1 provides as set out above at paragraph 2.

PLAINTIFF IS ORDINARILY RESIDENT OUT OF THE JURISDICTION:

[16] In this regard, the onus is on the Defendant to prove that the Plaintiff is ordinarily resident out of the jurisdiction. I hasten to point out that the question is one of fact and degree. It is dependent upon the way in which a man's life is usually ordered and contrasts with just an occasional or temporary residence.

[17] The case of BERKELEY ADMINISTRATION Inc, and others v. McCLELLAND [1990] 1 ALL ER 958 confers jurisdiction on the court to make an order for security for costs. It was held in that case:

> **"residence abroad was not per se a ground for making an order for security but merely conferred jurisdiction to do so, and once the court had jurisdiction it then had to consider whether in all the circumstances – it would be just to make the order because there was no reason to believe that in the event of the defendant succeeding and being awarded costs of the action he would have real difficulty in enforcing the courts order."**

[18] Consideration is given to two issues. The first is that some of the Plaintiffs are corporate entities and the second is that the others are individuals.

CORPORATE ENTITIES:

[19] Section 285 (cited earlier at paragraph 8) makes it clear that where a limited liability company is a plaintiff in any action, suit or other legal proceedings a judge having jurisdiction in the matter MAY, if it appears by any credible testimony that there is reason to believe that if the defendant is successful in his defence the assets of

the company may be insufficient to pay his costs, require sufficient security to be given for such costs, and may stay all proceedings until such security is given.

[20] The 1st and 2nd Plaintiffs are said to be corporate entities incorporated outside the jurisdiction. The 4th Plaintiff is incorporated under the laws of the Commonwealth of The Bahamas as an International Business Company. The 3rd, 5th and 6th are natural persons. The 5th Plaintiff discontinued his claim against the 2nd, 3rd, 4th, 5th 6th and 7th Defendants.

[21] Counsel for the 2nd, 3rd, 4th and 5th Plaintiffs asserts that apart from the 4th Plaintiff, a local company they can rely on special circumstances. Counsel's argument is that the 4th Plaintiff is in the action because the 2nd and 5th Defendants have not done what they were supposed to do. There are also other special circumstances he says that show that the 2nd, 3rd, 4th and 6th Plaintiffs are here because of Chub Cay Realty, the 2nd Defendant. The 2nd, 3rd and 6th Plaintiffs have assets in the jurisdiction to cover the Defendant's costs if they are successful. Those assets he says are the slips which are the subject of this action among other things.

[22] Counsel for the 2nd and 4th Plaintiffs argue that as they are Limited liability companies they may avail themselves of special circumstances. Those special circumstances they say are that the 2nd – 4th Defendants have counter-claimed against the 5th Defendants for any loss or damage which the Court may ultimately find them responsible for.

[23] Counsel hangs his hat on the fact that the Plaintiffs are all lessees of certain dock slips located at Chub Cay, Berry Islands, Bahamas with a lease term of ninety-nine years. This they say makes it personal property of a permanent nature which would be readily available for the Defendants costs.

[24] As this is an application for security for costs, the law is clear as to what considerations are to be taken into account. In the case of RAYAN RESTAURANT LTD V KEAN [2012] TEHC 29 at paragraph 69 Michael White J. stated:

> [69] **The principles are very helpfully set out in Supreme Court case Usk and District Residents Association Ltd. v. The Environmental Protection Agency and Greenstar Recycling Holdings Ltd., a judgment of the Supreme Court of 13 January 2006, [2006] 1 ILRM 363, when Clarke J stated at para 3.6.2:**
>
> **"The overall approach to security for costs was helpfully summarized by Morris P in inter-finance Group Ltd. v KPMG Pete Marwick (High Court unreported Morris J 29 June 1998, as follows;**
>
> **1. In order to succeed in obtaining security for costs an initial onus rests upon the moving party to establish;**
>
> **(a) That he has *a prima facie* defence to the Plaintiff's claim and**
>
> **(b) That the Plaintiff will not be able to pay the moving party's costs if the moving party be successful.**
>
> **2. In the event that the above two facts are established then security ought to be required unless it can be shown that there are specific circumstances in the case which ought to cause the court to exercise its discretion not to make**

the order sought. In this regard the onus vests upon the party resisting the order.

The most common examples of such special circumstances include cases where a Plaintiff's inability to discharge the Defendant's costs of successfully defending the action concerned flow from the wrong allegedly committed by the moving party or where there has been delay by the moving party in seeking the order sought.

The list of special circumstances referred to is not, of course, exhaustive."

[25] I am reminded that in exercising the discretion vested, the Court is to have regard to the circumstances as set out by Lord Denning M.R. in the case of SIR LINDSAY PARKINSON & CO. LTD. V. TRIPLAN LTD. [1973] Q.B. 609 at 626 – 627 which are as follows;

(1) Whether the claim is bona fide and not a sham.

(2) Whether the application for security for costs is being used oppressively to stifle a serious or genuine claim.

(3) Whether the Claimant's want of means has been brought about by the conduct of the Defendants.

(4) Whether the application for security for costs has been brought too late.

(5) Other miscellaneous features.

[26] This type of application, is usually a balancing act and I find the case of DR. MARTIN DIDLER et al. v ROYAL CARIBBEAN CRUISE LTD. SLUHCVAP 2017/0051 very instructive: at paragraphs 9,10,11,15,18,26 and 27 -- where WEBSTER J.A. (AG) said:-

General Principles:

9. **"The general rule about costs is that they follow the event and the losing party is usually ordered to pay the costs of the successful party. The court may order the claimant to put up security for the defendant's costs if the court is satisfied, on an application for security for costs, that there is a significant risk of the defendant suffering an injustice by having to pay to defend the proceedings, with no real prospect of being able to recover his costs if he is eventually successful. The object of an order for security for costs is to provide a successful defendant with a relatively simple way of obtaining payment of any costs that the court may order an unsuccessful claimant to pay.**

10. **If the claimant is not resident in the jurisdiction, the defendant may be faced with difficulties in enforcing any costs awarded that the court may make. This brings sub-rules (f) and (g) into play, but it does not mean that the court will make a security for costs order in every case where the claimant is ordinarily resident outside the jurisdiction. This was recognized by the learned master in her judgment when she noted that the court will not order security on the sole ground that the claimant is ordinarily resident outside the jurisdiction. The authorities from England and the Eastern Caribbean establish that this is only a**

starting point that, in effect, gives the court the jurisdiction to make the order. Invariably, the court will go on to consider the overarching condition of whether it is just to make the order, having regard to all the circumstances of the case.

11. A typical example of when the court will order a claimant who is ordinarily resident outside the jurisdiction to put up security, is when he does not have assets in the jurisdiction. The combination of residence aboard and no assets within the jurisdiction increases the risk that a costs order may be difficult to enforce, or be unenforceable, and the court will be more inclined to make an order in these circumstances."

15. "The appellants dispute that RCC has assets in the jurisdiction. The starting point of the analysis of this issue is paragraph 9 of RCC's amended statement of claim where it pleads that is "is and was at all material times the registered owner of the vessel 'EXPLORER OF THE SEAS". There was no evidence before the master to support this plea. The appellants neither admitted nor denied paragraph 9 of the amended statement of claim and deposed in paragraph 9 of their affidavit in support of the application that they do not know if RCC still owns the Explorer of the Seas, and in paragraph 10 that the vessel is registered in the Bahamas and fly a flag of convenience."

18. "What is more important is that there was no evidence before the court that RCC owned the Explorer of the Seas, nor any of the other cruise ships that visited Saint Lucia at the relevant time. This is important because a judgment against RCC can only be executed against its assets and difficult questions can arise if it turns out that the cruise ships are owned by entities other than RCC".

26. **"In considering how to exercise discretion in this matter, I take into consideration the findings above that RCC is resident outside the jurisdiction and has no assets within, and with that, there could be real difficulties and additional expense in enforcing a costs order in Liberia and elsewhere. The decision of the Court of Appeal of England in Berkeley Administration Inc. and others v McClelland and others provides helpful guidance. In delivering the main judgment in the appeal Parker LJ said:**

> **"The English authorities make it plain that residence abroad is not per se a ground for making an order. As to current practice, it is, I accept, common for orders to be made on little if anything more than fact of residence outside the jurisdiction, but this is because it is also commonly the case that it is obvious from the pleadings that enforcement of any judgment for costs in the event of the plaintiff's action being dismissed would be difficult and costly to enforce. The Porzelack [1987] 1 W.L.R. 420 and De Bry [1990] 1 W.L.R. 552 cases show clearly that if such a judgment would be simple to enforce, that is a powerful factor to be taken into account against the making of an order. Furthermore it must be remembered that the basis upon which such orders may be resisted, e.g., the existence of assets within the jurisdiction, is now so well-known that a 'one ship' plaintiff resident in, say, Panama or Liberia and with no such assets will not contest the making of an order but will dispute only the amount to be provided."**

27. **The words of Parker LJ are instructive. He made the important point that a non-resident claimant with no assets in the jurisdiction will, in all likelihood, be required to put up security for the defendant's costs. Coincidentally, he also made the point that a 'one ship' company resident in Liberia with no local assets will not contest the making of an order, only the quantum of costs to be posted. RCC is by no means a 'one ship' company but there is no evidence that it has assets in Saint Lucia, and the only ship about which there are any details (Explorer of the Seas) flies a Bahamian flag. The dictum of Parker LJ is not binding but it does suggest that on the facts of the instant appeal, there is a strong likelihood that the court would grant an order for security."**

[27] While I accept that some of the Plaintiffs may possibly have assets within the jurisdiction, the legality of those assets has been challenged as being in breach of various statutory provisions. The legality of the slips has been challenged under the International Persons Landholding Act, Central Bank of the Bahamas approval under Exchange Control Act and Regulations and Registration of a Foreign Company pursuant to Sections 172 and 285 of the Companies Act 1992.

[28] Sections 3 and 9 of the International Persons Landholding Act Chapter 140 provide:

"3. **(1) A non-Bahamian (other than a permanent resident or non-Bahamian acquiring land or an interest in land under a devise or by inheritance) who intends to acquire land or an interest in land either by way of freehold or leasehold and which**

acquisition is not within section 2 (1) shall obtain a permit from the Board to make the acquisition by making the requisite application and producing to the Secretary to the Board evidence that the appropriate fee specified in the Schedule has been paid to the Public Treasury otherwise any acquisition shall be null and void and be without effect for all purposes of law in the absence of such a permit; but the non-Bahamian making the acquisition shall be entitled to recover with such legitimate deductions as may be justified in law any and all monies paid by him as consideration for the acquisition.

(2) The Board may with respect to an application for a permit in its absolute discretion grant or refuse to grant a permit.

(3) An application to the Board for the grant of a permit shall be in writing signed by the non-Bahamian seeking the permit or his attorney and shall be in the form in the Schedule.

(4) Notwithstanding anything contained in subsection (1) the Board may in its absolute discretion and on such terms and conditions as it may think fit validate any purported conveyance, mortgage, transfer of mortgage or other acquisition of an interest in land made contrary to subsection (1) by issuing a permit to the non-Bahamian; and the exercise of the power by the Board under this subsection shall have the effect of causing the conveyance, mortgage, transfer of mortgage or other acquisition which by subsection (1) is to be null and void to be valid and of full effect as if it were made subsequent to the grant of a permit."

"9. (1) Nothing in this Act shall be construed so as to require the registration with, or the grant of a permit by, the Board of the

acquisition of an interest in immovable property under a lease or letting agreement unless the lease or letting agreement is for the purpose of trade or business and enables the lessee or tenant to prolong the term beyond twenty-one (21) years in which case the lessee or tenant shall register the lease or letting agreement with the Board by making application and producing to the Secretary to the Board evidence that the appropriate fee specified in the Schedule has been paid to the Public Treasury.

(2) A lease or letting agreement to which subsection (1) applies shall in the absence of registration with the Board be null and void and be without effect for all purposes of law."

[29] Section 14 (IPLHA)

(The definition section) provides:

14 – (1) In this Act .....

"NON-BAHAMIAN" - .....

(a) .....

(b) .....

(c) A company formed and incorporated at any place outside the Bahamas.

[30] There is no disagreement between the parties that the 1st and 2nd Plaintiffs are companies formed and/or incorporated outside the Bahamas. The 4th Plaintiff, though incorporated in the Bahamas as an IBC has more than 60% of its shares being owned by a citizen of the United States of America. The 3rd, 5th and 6th Plaintiffs are natural persons and citizens of the United States of America. No evidence has been produced to the Court to show compliance with the aforesaid Acts.

[31] Section 172 of the Companies Act provides:-

> 172 – Subject to subsection (2), no foreign company may begin to carry on any undertaking in the Bahamas until it is registered.

[32] Again no evidence has been produced to the court on behalf of the relevant Plaintiffs to show compliance.

[33] Additionally, sections 288, (1) and (2) and 297 provide

> **"288. (1) When an offence is committed under this Act by a company, whether it is incorporated or registered under this Act, and a director or officer of the company knowingly authorized, permitted or acquiesced in the commission of the offence, the director or officer is also guilty of that offence and shall be liable to the same criminal penalty specified for that offence.**
>
> **(2) Every offence under this Act and every default, refusal or contravention for which a penalty is provided by this Act, being an offence, default, refusal or contravention for which no other mode of proceedings is provided shall be enforced by summary proceedings."**

[34] Section 297 provides:-

> **"297. A person who without reasonable cause contravenes any section of this Act for which no other penalty is provided is guilty of an offence and shall be liable on summary conviction to a fine of ten thousand dollars or to imprisonment for two years."**

[35] In an effort not to flog a dead horse I stop here. I have highlighted the foregoing due to the fact that none of the challenges which have been raised by certain Defendants have been reasonably addressed. The Plaintiffs simply say that they have assets within the jurisdiction that are sufficient to pay any costs which may be awarded to the Defendants.

[36] The Plaintiffs have failed to take into consideration the wording of the various sections of the Acts set out above. Those are issues which will have to be tried in the substantive hearing. I do not know what the outcome will be. It would be fool hardy to accept that there are assets, within the jurisdiction the alleged ownership of, which can quite possibly be declared void or be subject to certain penalties and in some instances maybe custodial sentences for some of the players.

[37] Having considered all of the circumstances including those which the Plaintiffs say are special and having digested the authorities and the evidence I make the following orders.

1. The 1st corporate Plaintiff is ordered to provide security for costs of the proceedings in the instant matter by paying the sum of $350,000.00 within fourteen (14) days from the date of service of the order set out herein.

2. The 2nd corporate Plaintiff is ordered to provide security for costs in the sum of $150,000.00 within fourteen days from the date of service, the order set out herein.

3. The 3rd natural Plaintiff is ordered to provide security for costs in the instant matter by paying the sum of $150,000.00 within fourteen (14) days from the date of service of the orders set out herein.

4. The 4th corporate Plaintiff is ordered to provide security for costs in the instant matter by paying the sum of $150,000.00 within fourteen (14) days from the date of service of the order set out herein.

5. The 5th natural Plaintiff is ordered to provide security for costs in the instant matter by paying the sum of $150,000.00 within fourteen (14) days from the date of service of the order set out herein.

6. The 6th natural Plaintiff is hereby ordered to provide security for costs in the instant matter by paying the sum of $150,000.00 within fourteen (14) days from the date of service of the order set out herein.

7. All claims of the Plaintiffs herein are stayed pending the payment of such costs in accordance with these orders.

8. If security as ordered is not provided in accordance with the terms set out herein within the time specified, then those claims of the Plaintiffs not in compliance shall be struck out.

9. The 1st, 2nd, 3rd, 4th and 6th Plaintiffs have a right to appeal this decision. Costs to the 2nd – 7th Defendants to be taxed if not agreed.

I so order.

Dated this 30th day of October A.D., 2020.

Keith H. Thompson

Justice