

IN THE COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law and Equity Division

Claim No. 2025/CLE/gen/00457

IN THE MATTER OF the Industrial Relations Act, Chapter 321

AND IN THE MATTER OF the Constitution of the Bahamas Nurses Union

AND IN THE MATTER OF Part 17.1 of the Rules of the Supreme Court / Civil Procedure Rules

B E T W E E N

BAHAMAS NURSES UNION (1)

SHENIQUA COX — 1ST VICE PRESIDENT (2)

SHAVONE BRENNEN — SECRETARY GENERAL (3)

MARIA SMITH — ASSISTANT TREASURER (4)

ALICIA FARQUHARSON — TRUSTEE (5)

JUDY JOHNSON — TRUSTEE (6)

(As members of The Bahamas Nurses Union)

Claimants

AND

MURIEL LIGHTBOURN — PRESIDENT (1)

SHERRAN ROLLE — TREASURER (2)

(As members of The Bahamas Nurses Union)

Defendants

Before: The Honourable Madam Justice Camille Darville Gomez

Appearances: Mr. Lessiah Rolle and Mr. Cyril Morris with him for the Claimants
Mr. Sidney Campbell and Mr. Cyril Ebong with him for the Defendants

Hearing Dates: 15, 16, 18, 22, 23 and 25 September 2025

Submissions Received: 3 February 2026; 20 March 2026

Civil practice and procedure — trade unions — unincorporated associations — capacity to sue — standing — union governance

RULING

DARVILLE GOMEZ, J

- [1.] This is the Court's ruling in a dispute concerning the governance and administration of the Bahamas Nurses Union ("BNU" or "the Union"), a Trade Union duly registered under the Industrial Relations Act, Chapter 321. It is governed by its Constitution, which was registered with the Labour Department on 17 May 1999.
- [2.] According to its twenty-seven-year-old Constitution, membership of the Union is open to nurses employed by the Bahamas Government, public boards, public committees, private corporations, hospitals, health care centres, and private homes. The Union's objects include promoting understanding and cooperation among public servants and between the nursing profession and the Government, as well as securing and maintaining security of tenure, proper conditions of employment, improved remuneration, and enhanced professional status for its members.
- [3.] The dispute arises from internal disagreements among elected officers of the Union and concerns, among other things, the validity of the First Defendant's tenure as President, the alleged arrears of her union dues, the lawfulness of suspensions imposed on the Second and Third Claimants, the financial reporting obligations of the Second Defendant in her capacity as Treasurer, and the Third Claimant's claim for outstanding salary and consequential losses.
- [4.] The First Claimant is the BNU. The Second through Sixth Claimants are members and elected officers of the Union. The First Defendant is the Union's President, and the Second Defendant is its Treasurer.
- [5.] On the 10th day of September 2026, this Court delivered its ruling determining the principal issues. During delivery, the Court identified two matters requiring the view of Counsel: (i) the issue of elections, which were overdue on whichever party's view was taken; and (ii) the question of costs.
- [6.] Having now considered the oral submissions of Counsel, the provisions of the Supreme Court Civil Procedure Rules, 2022, the Industrial Relations Act, Chapter 321, and the relevant case authorities on those two matters, I conclude as follows:
 - (i) An election timetable shall be set by the Court to minimize the potential for conflict between the parties and to ensure that the process is carried out without further delay.
 - (ii) Each party shall be awarded its costs, which shall be summarily assessed on the papers if not agreed between them.

- [7.] Save as clarified, all other aspects of the oral ruling delivered on 10 September 2026 stand unchanged.

Background and History

- [8.] The Claimants commenced these proceedings by Standard Claim filed on 4 June 2025. An Amended Statement of Claim was subsequently filed on 11 June 2025. The Defendants dispute the claims and filed a Defence on 16 July 2025.

- [9.] By the Amended Statement of Claim, the Claimants sought:

- i. An interim injunction restraining the First Defendant from holding office and enjoying any benefits as President pursuant to Article IV of the BNU until the determination of the trial of the matter herein.
- ii. An interim injunction restraining the Second Defendant from further expenditure of the BNU money without a Resolution of the Executive Committee pursuant to Article VII rule 7 of the BNU Constitution until the trial of the matter.
- iii. An interim declaration that:
 - i. The suspension of the Second Claimant and the Third Claimant is unlawful and that the Second Claimant and Third Claimant be immediately reinstated.
 - ii. The Third Claimant is entitled to and be paid her salary for the months of December 2024, April 2024, April 2025, and May 2025 in the sum of \$15,249.00 and to be reimbursed in the sum of \$15,269.02 plus \$160.00 plus \$195.00 plus \$72.04 totaling \$30,945.06.
- iv. An Order that the Second Defendant produce the Financial Statement and return for the BNU for the years 2024 and 2025.
- v. A declaration that the First Defendant is in breach of Article IV of the BNU Constitution and as such not a member of the BNU and unlawfully holding the Office of President.
- vi. A Declaration that all meetings presided over by the First Defendant since February 2025 is unconstitutional.
- vii. A Declaration that the suspensions of the Second Claimant and Third Claimant is unconstitutional hence void *ab initio*.
- viii. A Declaration that the Second Defendant has breached Section 30(1) and 32(1) of the IRA.
- ix. A Declaration that the Second Defendant has breached Article VI of the BNU Constitution.
- x. Special Damages for the Third Claimant for:
 - i. Lost salary of \$15,249.00
 - ii. Loan for educational expenses \$15,269.02
 - iii. Cell phone recommendation and bill in the sum of \$160.00
 - iv. Licence of vehicle \$195.00
 - v. BTC land line phone bill of \$72.04
 - vi. Total special damages.....\$30,945.06
- xi. General Damages.
- xii. Interest pursuant to section 3 of the Civil Procedure Award of Interest Act 1992.
- xiii. Further or other relief; and

xiv. Cost.

[10.] The Claimants define the issues as follows:

- (i) Whether the First Defendant breached Article IV of the BNU Constitution and as such is not a member of the BNU and unlawfully holding the Office of President.
- (ii) Whether all meetings presided over by the First Defendant since February 2025 are unconstitutional.
- (iii) Whether the suspensions of the Second Claimant and Third Claimant were unconstitutional hence void ab initio.
- (iv) Whether the Second Defendant breached section 30(1) and 32(1) of the IRA.
- (v) Whether the Second Defendant breached Article VI of the BNU Constitution.
- (vi) Whether the Third Claimant is entitled to consequential loss in the sums of \$15,269.02 for loan for educational expenses; sum of \$160 for cell phone reconnection; sum of \$195 for license of vehicle; sum of \$72.04 for BTC land line phone bill.

[11.] The Defendants filed a Defence on 16 July, 2025 in the following terms:

1. The Defence is filed on behalf of the President and Treasurer of the Bahamas Nurses Union, 1st and Second defendants herein in response to the Statement of Claim ("SOC") endorsed upon the Amended Standard Claim Form filed herein on 11 June 2025.
2. In this Defence
 - a) Unless otherwise stated, references to paragraph and paragraphs numbers in this Defence are references to the corresponding paragraph of the Statement of Claim and,
 - b) Unless expressly admitted or denied in this Defence, the Defendants make no admission as to each and every allegation contained in the Statement of Claim and puts the Claimants to strict proof thereof.
3. The Defendants deny that the Claimants are entitled to the relief claimed at all, to strict proof whereof the Claimants are hereby put.
4. Paragraph 1 of the Amended SOC is admitted save for paragraph 1.1 of the Amended SOC is not admitted in so far as the 1st Claimant, the Bahamas Nurses Union, in law is not capable of being a party to any litigation, as it cannot sue or be sued other than through its Trustees. The Claimants thus brought this action for their own benefit and not for the benefit of the Union.
5. Paragraph 2 of the SOC is admitted.
6. Paragraph 3 of the SOC is denied. The 1st Defendant avers that the purported meeting was unconstitutional as it was not authorized by the Union's President pursuant to Article X 1(2) of the Constitution.

7. Paragraph 4 of SOC is admitted.

8. Paragraph 5 is admitted save for the statement that the officers were to serve from July 2022 to July 2025, when in fact they were elected to serve for 3 years from January 2023 to January 2026 in accordance with Article VI of the Union Constitution.

9. Paragraph 6 of the SOC is admitted in so far as the meeting was called by the President, the 1st Defendant. The 1st Defendant disagrees with:-

6.1. In that no instruction was given in that meeting pertaining to photograph being taken of the writ. However, that instruction was given during the previous AGM meeting.

6.2. As no such letter was sent to the President, the 1st Defendant. However the Secretary General did email such instruction to Attorney Sidney Campbell without authority from the President.

6.3. In that the 1st Defendant the President was at all material times in good financial standing and this was confirmed at the said meeting that the President had instructed the Treasurer since June 2023 to allocate expenditure that she was not reimbursed in the amount of \$550.00 to the payment of her dues.

6.4. In that the stipend referenced in Audit Report for 2021 and 2022 occurred under the previous administration as the current administration commenced office in 2023.

10. The Defendants admit to paragraph 7, 7.1 and 7.2, save that it was not necessary to discuss and approve the issuance of the writ as the AGM dated 21 September 2023 had resolved that if an agreement was not reached by October 5 2022, legal actions should result. Therefore the Trustees were aware that legal action should occur if the matter was not settled as they were all present at the said AGM when the resolution was made. The Trustees are put to strict proof to show the Constitutional provision that the Trustees must approve the Attorney. The 1st Defendant denies 7.5 and put the Second Claimant to strict proof that the 1st Defendant was not listening to the Second Defendant and not involving the Executive Committee.

11. The Defendants admit to paragraph 8 in that on the 4 February 2025, The Executive Committee of the BNU held its regular monthly meeting, however it denies the following:-

8.2. That the Executive Committee agreed that the legal matter (Writ) against the former executives was an irregularity and that it be withdrawn.

8.3. Further, no instruction was given to withdraw the matter and the Third Claimant is put to strict proof in this regard, and even if this was the desire of the Executive Committee, the Executive Committee does not have the authority to overturn the AGM decision.

8.4. The 1st Defendant denies further, that it was not delinquent in her dues and also denies that all actions taken by her were unconstitutional and illegal as the Second Defendant did produce receipts, showing that the 1st defendant made a payment in the sum of \$1,155.00 using her personal debit

card for the venue of Executive training in June 2023. The balance of \$550.00 was applied to the 1st Defendant membership dues for the period 20 June 2023 to March 2025. Therefore the 1st Defendant dues were not due until April 2025.

8.5. The Defendants also deny that there was no Treasurer's Report for Labour Day 2023, Executive Training 2023, AGM 2023 and avers that the Treasurer presented Reports for all the fore-mentioned in AGM 21 September 2023. In addition, as aforesaid those reports were also a part of Mr. George Watson presentation in the financial reports of 2021, 2022 and 2023, and at the conclusion of the presentation of the Audited Financial Statements questions were raised by the shareholders in the area of cash flow and remarked that salaries had a significant surplus as compared to previous years.

8.5, 8.1 to .8.3 That the Audit Reports for 2021 and 2022 were the responsibility of the previous administration as the present administration was elected in January 2023. However the only report that is outstanding and has not been presented to date is the report of the banquet, which is the responsibility of the Secretary General, the Third Claimant. The Financial Statement as at 28 February 2023 was tabled at AGM on 21 September 2023, and like the reports for 2021, 2022, and 2023 were signed off by the 1st Second Defendants respectively, handed over to the Third Claimant for her and a Trustee signature and then sent on to the Labour Department. Therefore, those reports are in the possession of the Secretary General the Third Claimant. Likewise the Financial Report as of 28 February 2024 was tabled at AGM dated 27 September 2024, signed by 1st and Second Defendants and handed over to the Third Claimant for her and a Trustee's signature and then to be forwarded on to the Department of Labor. Clearly she did not sent the report forward to the labour Department. However, by her email dated 26 March 2025 to the Auditor she confirms the agreement she purported to have made concerning changes recommended by herself.

12. The Defendants admit to paragraph 9, save that no resolution was passed giving instructions that the case against former Executives, Amancha Williams and Marsha Bain, the Second Claimant be withdrawn, and that the Third Claimant gave instruction to Attorney Sidney Campbell to proceed and effect the wishes of the BNU which was to discontinue the legal action against the said persons (SB8).

13. The 1st Defendants admits to paragraph 10 save that it denies that the Second Claimant cannot appeal the decision as an appeal committee was appointed by the President, the 1st Defendant in accordance with Article X of BNU Constitution on 22 April 2025, which states: "the President shall be responsible for the appointment of all committee except the Executive Committee.

14. The 1st Defendant denies paragraph 11 in that on 23 April 2025, the President, the 1st Defendant did not call a meeting of members of the Executive committee, therefore the result of any such meeting is unconstitutional and of no effect, Article VI Section 2 of the Constitution.

15. The 1st Defendant admit to paragraph 12.

16. The Defendants admit to paragraph 13 save that the said Article xii is in conflict with Article X of the BNU constitution. As the President appointed the said committee under Article X as opposed to Article XII. The Defendants invite the Court to consider the said conflict between Article X and XII respectively.

17. The Defendants denies paragraph 14 to the extent that the Second Claimant was suspended under Article XII; which was automatic as Judgement in Default was entered against her for misappropriation of Union funds. Therefore the actions of the Executive to suspend the Second Claimant was also in accordance with sections 33 and 38(1) of the Industrial Relations Act Chapter 21. The suspension of the Third Claimant was in accordance with Article XIV Rule 6 since by letter dated 7 April 2025, seven (7) financial members of BNU wrote the President with very serious information against the Secretary General conduct as an executive of the said Union. The Board was of the view that the matter was sufficiently serious to act in kind. In addition, the Third Claimant had taken unauthorized leave from her duties with the Union after been given a warning letter by the President. Therefore, the Executive Committee in a meeting on 22 April 2025 made resolution to deal with the immediate problems. The motion to suspend Second and Third Claimant was adopted and passed by a 5 to 3 margin. The Defendants deny that the Claimants were not able to lodge an appeal in respect of the suspensions as the Appeal's Committee was appointed by the President and 1st Defendant in accordance with Article X of BNU Constitution on 22 April 2025.

18. The Defendants admit to paragraph 15 save that the Union salary is not the sole source of income for Third Claimant as she is still being paid by the Ministry of Health and her Union dues is also being paid by the same.

19. The Defendants admit to Paragraph 16 in that the Third Claimant salary for April and May 2025 was not paid, due to her suspension from Union duties, as the Third Claimant did not give the required notice to the Executive Board as stipulated in the Third Claimant's contract of employment with BNU and the Third Claimant is put to strict proof thereof. As for her December 2024 pay, it was deducted for her absence from work for 16 days during the month.

20. As it relates to Paragraph 17, the 1st Defendant refers to response in Paragraph 6.3 in the Defence.

21. As it relates to Paragraph 18 reference is made to response in Paragraph 6.3 in the Defence.

22. The Defendants admit to Paragraph 19 and did ask for the removal of the Third Defendant from the zone meeting as at the time the Third Claimant was on suspension of her duties.

23. The Defendants denies all allegations in Paragraph 20 and put the Third Claimant to strict proof thereof.

24. The Second Defendant denies paragraph 21 and refers to paragraphs 13, 14, 15 and 16 in the Defence.

25. The Defendants denies all allegations in paragraph 22 and accept no liability with respect to the said allegation and put the Third Claimant to strict proof thereof.

26. The 1st and Second Defendants denies all allegations in Paragraphs 23 and 24 and put the Third Claimant to strict proof thereof.

27. The Defendants deny the Particulars of Breach of Industrial Relations Act and Particulars of Special Damages in the Statement of Claim to strict proof whereof the Third Claimant is hereby put.

28. In the premises, the Defendants denies the Second and Third Claimants are entitled to the relief prayed or to any relief at all.

29. Save as hereinbefore expressly admitted, the Defendants deny each and every allegation contained in the SOC as if the same were set forth and specially traversed seriatim.

[12.] The Defendants have submitted that the principal issues for determination are as follows:

- (i) Whether the Claimants lacked standing to bring this action against the Defendants;
- (ii) Whether the 1st Defendant was delinquent with her Union fees;
- (iii) Whether the Second Defendant breached sections 30(1) and 32(1) of the Industrial Relations Act, Chapter 321 (the “IRA”);
- (iv) Whether the 1st Defendant followed the Constitution with respect to the suspension of the Second and Third Claimants respectively;
- (v) Whether the 1st Defendant does involve the Executive Committee in decision making.

[13.] I will set out the issues as I have defined them later in the Ruling.

[14.] Before trial, these proceedings were already marked by acrimony.

[15.] One week after the filing of the Standard Claim Form, on 11 June, 2025 the Second through Sixth Claimants filed an urgent application seeking the interim relief identified at paragraph 9(i) to (iv) above. Following the urgent hearing which took place on 17 June 2025 before me as duty judge, by Order dated 30 June 2025, I refused to: (i) restrain the First Defendant from continuing to hold office as President and (ii) to restrain the Second Defendant from expending BNU funds; (iii) I ordered the immediate reinstatement of the Second and Third Claimants’ membership; (iv) directed payment of the Third Claimant’s outstanding salary for April and May 2025 and the balance of her December 2024 salary; and (v) ordered that the salary payments to the Third Claimant continue pending trial or further order of the Court.

[16.] Less than one year later, on 22 April 2026, the Second through Sixth Claimants filed a further Notice of Application and Certificate of Urgency in which they again sought payment of alleged outstanding salary and remuneration owed to the Third Claimant as Secretary General of the BNU, an order restraining the Defendants from withholding or interfering with such payments pending trial or further order, and granting permission to commence committal proceedings against the First and Second Defendants for alleged contempt of Court arising from their alleged breach of the Court’s Order dated 30 June 2025 (as it related to the payment of the salary to the Secretary General).

[17.] This application was to be heard on 26 June 2026 by Farquharson, J., who sat as the duty judge. However, he determined that the application should be heard by this Court and directed the parties to seek a date before me. This was not pursued.

[18.] At the outset, I refer to provisions of the Constitution and the Industrial Relations Act, Chapter 321 that require the Court's consideration:

The BNU Constitution

Article IV

1. Dues and Subscription

1. The dues payable by each member shall be \$15 per month and shall be increased by 5% subsequent to general increase in all age and salary revision. Each candidate for admissions shall be required to pay an admission fee of \$12 – together with two months dues in advance or the signing of the “check off system”, forms.
2. The Department Representative or Collector shall remit all fees and dues to the General Secretary who will in turn remit all amounts received to the Treasurer of the Union.
3. Membership shall cease on a member's arrears of contribution amounting to the sum of three consecutive monthly payments, but the Executive Board may in any particular Case involving special circumstances extend the time.
4. Members in arrears as in (3) above will not be permitted to vote on any matter in either a General, Special Call or Executive Meeting of the Union and shall not be entitled to any benefits.
5. The Executive Board may by a majority vote, re-admit membership persons whose membership may have lapsed upon the payment of appropriate re-admission fees to be determined by the Executive Board.

Article IX

Executive Board

1. The Government of the Union in the periods between Annual General Meetings and the conduct of its business shall be vested in an Executive Board.
2. The Executive Board shall be composed of the President, 1st Vice President, Second Vice President, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer and Three Trustees, who shall be elected tri-annually by secret ballot vote at the Annual General Meeting.
3. The Executive Board shall meet at least twelve (12) times a year. Seven (7) members shall form a Quorum. Five (5) clear days' notice must be given by the Secretary by post or press announcement, radio or any other satisfactory means.

Article X

Standing Committees

The President shall be responsible for the appointment of all committees except the Executive Board.

Article XI

Trustees

1. The three (3) Trustees under Article IX(2) who shall be financial members of the Union shall be elected triannually by secret ballot vote.

Article XII

Appeals

1. A member or officer who has been found guilty by the Union for violation of its Constitution or By-Laws shall have a right to appeal.
2. A member or Officer must file with the Secretary with Fourteen (14) days of a decision the specific written grounds for the appeal.
3. An Appeals Committee shall be elected during the first regular membership meeting, after elections.
4. Five (5) members shall be elected triannually by secret ballot to hear all appeals. They shall exclude all Executive Board members.
5. The Appeals Committee shall have the power to reject an appeal if sufficient grounds are warranted or award an appeal as the case may be.
6. The Appeals Committee shall within ten (10) working days request the Secretary to summon the parties relative to the appeal, specifying the date and time for the hearing of an appeal.
7. All members elected to an Appeals Committee shall be in good standing with the Union at least one year preceding the election of such committee.

Article XII

Suspension

Any principal Officer, Executive Board Member, or Trustee of the Union whom charges are served upon for alleged violation of the Constitution or By-Laws shall automatically be suspended or relieved from any official duty of the Union, without pay (if any) until such time as the pending trial is completed.

Article XIV

Complaints

1. Complaints against any member of this Union must be in writing signed by the accusing member and filed with the Secretary within thirty (30) days of the complaint given rise thereto.
The Secretary upon receipt of complaints against any member shall request the Executive Board to appoint a committee to investigate same.
2. Upon completion of an investigation, the Executive Board, if in their judgment feels a charge is warranted, shall request the Secretary to notify the Trial Committee of same.
The Trial Committee shall within ten (10) working days request the Secretary to summon the parties relative to the complaint, specifying the date and time for them to appear before the Trial Committee for trial.
3. Complaints against any Officer of this Union must be in writing signed by the accusing member and filed with the Secretary within thirty (30) days of the complaint given rise thereto.

Where charges are against the Secretary complaints must be filed with the President and he/she will have power to do all that is normally required of the Secretary.

4. The Secretary upon receipt of the complaints against Officers shall request the Executive Board to appoint a committee to investigate same.

Upon completion of such investigation and if a charge is warranted, the Executive Board shall instruct the Secretary to serve a charge upon the Officer against whom the complaint is made and within thirty

(30) days a committee of five (5) shall be elected by the members in accordance with Article VIII (10) of this Constitution to try such Officer.

5. The special elected committee shall have the sole power to try any principal Officer, Executive Board member or Trustee of the Public Managers Union when warranted such committee shall take an oath (or affirmation) immediately after being elected.
6. Any principal Officer, Executive Board member, or Trustee of the Union whom charges are served upon for alleged violation of the Constitution or By-Laws shall automatically be suspended or relieved from any official duty of the Union, without pay (if any), until such time as the pending trial is completed.

Article XVI

Audits

The Accounts of the Union shall be subject to an internal quarterly audit and it shall be the duty of the Executive Board to cause such audit to be made. In addition, an annual external audit shall be performed by whatever parties the Union sees necessary to engage.

Industrial Relations Act, Chapter 321

27. (1) The trustees of any trade union which is registered under this Act, or any other officer thereof duly authorised in that behalf, may in all cases touching or concerning the real or personal property, or the right or claim to any real or personal property, of the union, sue and be sued in any court in their proper names without other description than the title of their office.

30. (1) Every trade union which is registered under this Act shall keep proper accounts, lists of members and records of moneys (if any) paid to it by each member, and shall before the first day in June in every year send to the Registrar an annual return, which shall contain a general statement showing fully its assets and liabilities on the last day of the preceding year and all its receipts and expenditure during that year, and shall show separately the expenditure in respect of its several objects and all the items in respect of which such expenditure is made, and which shall contain a return of the names and addresses and occupations of all its officers, and a statement showing the number of members who are fully paid-up members in accordance with the rules of the union; and the Minister may make regulations prescribing the form of such annual return and requiring the giving of such other particulars therein as the Minister may prescribe.

(2) Every annual return shall be certified by the chairman, treasurer and secretary and by each of the trustees of the union.

(3) The accounts of every union shall be audited annually by auditors to be appointed annually by the union with the approval of the Registrar, and every general statement shall be certified by such auditors, and they shall make a report on such accounts and general statement to the Registrar.

32. (1) Every treasurer of a trade union which is registered under this Act shall keep proper accounts of all moneys received and paid by him and all bonds and securities held by him on account of the union, and shall render a statement of accounts —

(a) to the trustees of the union whenever required by them to do so; and

(b) to the members of the union whenever required to do so at a meeting of the union; and

(c) in respect of each year, to the trustees of the union; and such yearly statements of account shall be submitted at each annual general meeting of the union, and the trustees shall cause such yearly statements of account to be audited by the auditors appointed annually under section 30, and such auditors shall audit such accounts as part of their duties under that section and, if necessary, report thereon as part of their duties under that section.

(2) Upon rendering any such statement of account as aforesaid, every treasurer shall forthwith hand over to the trustees of the union, if required to do so by such trustees, and upon such trustees giving him a full and proper discharge therefor, the balance (whether showing on any such statement of accounts or not) of moneys due from him to the union, and all securities and all property whatsoever of the union in his possession or control.

(3) Every treasurer of a union which is registered under this Act who fails to comply with the provisions of subsection (2), may be sued in any competent court by the trustees of the union for the recovery of the balance of the moneys, securities or other property referred to in the said subsection (2) and for an account of all moneys, securities and other property received by him on account of the union, leaving such treasurer to set off in such action the sums, if any, which he may have paid on account of the union; and in such action the said trustees shall be entitled to recover their full costs of suit.

The Claimants' Case

[19.] The Claimants called five witnesses at trial: (i) Sheniqua Cox; (ii) Shavone Brennen; (iii) Maria Smith; (iv) Alicia Farquharson; and (v) Judy Johnson. Their Witness Statements stood as their evidence-in-chief at trial.

Sheniqua Cox – First Vice President

[20.] Sheniqua Cox, the Second Claimant and First Vice President of the Bahamas Nurses Union (“BNU”), stated that on 22 May 2025 the majority of the Executive Committee passed a resolution appointing L Rolle & Associates to prosecute the matter. She noted that the BNU Constitution had been registered with the Labour Department in May 1999 and that officers, including herself, had been declared elected for the term July 2022 to July 2025. She testified that although the Executive Committee met in March 2023, no Trial or Appeals Committees were elected.

[21.] She explained that a Special Call Meeting in October 2023 resolved to require former executives to convene the suspended Annual General Meeting or face legal action, but no hearings were held. She stated that an Amended Standard Claim was filed in September 2024 in the matter of *BNU v. Amancha Williams, Sheniqua Cox, and Marsha Bain* (2024/CLE/gen/000852), but she was never served with the pleadings. She further stated that in February 2025 the Executive Committee

resolved to discontinue the action, and instructions to that effect were given to Attorney Sidney Campbell. Despite acknowledging receipt of those instructions, Mr. Campbell entered judgment in default against her on 17 March 2025.

- [22.] She asserted that on 22 April 2025 the First Defendant unlawfully appointed an Appeals Committee and on 23 April 2025 suspended her, contrary to the procedures set out in Article XIV of the Constitution. She emphasized that no written complaint was lodged, no Investigating Committee or Trial Committee was appointed, and no Appeals Committee was elected, thereby rendering her suspension unconstitutional.
- [23.] She further stated that the First Defendant was in breach of Articles IV, VI, and IX of the Constitution, having admitted to arrears of 22 months in union dues as of June 2023, and that her membership had lapsed by February 2025. She contended that the First Defendant's vote was therefore invalid and that her actions were null and void. She also alleged that the Second Defendant, the Treasurer, continued to act in breach of the Constitution by failing to produce financial statements, submit annual returns, or obtain approval before spending union funds. She concluded that the actions of both Defendants were adverse and detrimental to the interests of the Union.

Shavonne Brennen – Secretary General

- [24.] Ms. Shavone Brennen, the Third Claimant and Secretary General of the Bahamas Nurses Union (BNU) similarly, testified that (i) the majority of the Executive Committee passed a resolution on 22 May 2025 appointing L Rolle & Associates to prosecute the matter; and (ii) notwithstanding the constitutional requirements, no Trial Committee or Appeals Committee had ever been elected. She further outlined the registration of the BNU Constitution in 1999 and the election of officers in 2023.
- [25.] She explained that she was seconded full-time to the Union in June 2023 with a salary of \$60,000 and raised concerns about Annual Returns and financial statements not being properly executed in compliance with the Industrial Relations Act. She recounted that in 2024, legal proceedings were filed against her and others (2024/CLE/gen/000852), but the Executive Committee later resolved to discontinue the action. Despite instructions said to have been given to attorney Sidney Campbell to withdraw, he entered judgment in default against her in March 2025.
- [26.] Brennen also testified that the First Defendant cancelled meetings with the Auditor, preventing the Executive Committee from reviewing and signing the 2024 Financial Statement. She further stated that the First Defendant unlawfully appointed an Appeals Committee in April 2025 and suspended her and others contrary to Articles XII–XIV of the BNU Constitution, as no complaint, investigation, Trial Committee, or Appeals Committee was ever constituted.

- [27.] She emphasized that the First Defendant was delinquent in dues, causing her membership to lapse, and that both the First and Second Defendants acted in breach of the Constitution by failing to produce financial reports, failing to submit Annual Returns, authorizing loans and stipends without approval, and spending Union funds without sanction. Brennen detailed unauthorized loans and payments discovered in June and July 2025, including a \$6,000 loan to Ralph Botin, loan repayments, and numerous stipends and expenses paid without Executive Committee approval.
- [28.] She concluded that the actions of the First and Second Defendants were unconstitutional, detrimental to the Union's interests, and contrary to the wishes of the majority of the Executive Committee.

Maria Smith – Assistant Treasurer

- [29.] Maria Smith, the Fourth Claimant and Assistant Treasurer of the Bahamas Nurses Union (BNU), testified that she requested permission in September 2023 to work in the Union office on a monthly basis, but the First Defendant denied her request while permitting other members to work there and paying them stipends without Executive Committee approval. At the February 2025 Executive Committee meeting, she raised concerns about the First Defendant's delinquent dues, the absence of receipts to confirm payment, and the lack of Treasurer's reports for major Union events in 2023 and 2024.
- [30.] She noted that her own stipend was \$150 per quarter, which was far less than the amounts recently paid to others without authorization. On 9 June 2025, Smith, together with Shavone Brennen and Judy Johnson, discovered documents showing that the First Defendant had issued a \$6,000 loan to Ralph Botin, as well as other unauthorized loan payments, including a \$200 receipt from Rodreka Brown and a \$229 salary deduction authorization from Linda McPhee.
- [31.] Smith further testified that on 8 July 2025, she was informed of numerous stipends and other payments made without Executive Committee approval between late 2024 and mid-2025. These included payments to shop stewards and officers, travel expenses, stipends to William Bartlett, reimbursements, legal fees of \$16,500, and other expenditures such as \$2,100 for Christmas cards and \$500 for constitution drafting. She emphasized that these payments were unauthorized and contrary to Union precedent.

Judy Johnson

- [32.] Judy Johnson, the Sixth Claimant and Trustee of the Bahamas Nurses Union, testified that on 9 June 2025 she, together with Shavone Brennen and Maria Smith, discovered documents in the Union's office showing that the First Defendant issued a \$6,000 loan to Ralph Botin without authorization of the Executive Committee. On the same date, they also found records of unauthorized loan payments, including a \$200 receipt from Rodreka Brown (29 November 2024) and a salary deduction authorization from Linda McPhee for \$229 (17 June 2025).

- [33.] With the sanction of the majority of the Executive Committee, Johnson, Brennen, and Alicia Farquharson changed the locks at the Union's office on 9 June 2025. The following day, Johnson and Brennen found the locks broken and replaced, which she believes was done by the First Defendant and paid for by the Second Defendant without approval. Later that day, she reported the unlawful destruction of Union property to the Carmichael Road Police Station.

Alicia Farquharson - Trustee

- [34.] Alicia Farquharson testified that she is the 5th Claimant and Trustee in the matter.
- [35.] On 9 June 2025, together with Judy Johnson (6th Claimant) and Shavone Brennen (Third Claimant), and with the sanction of the majority of the Executive Committee, she participated in changing the locks at the BNU Offices on Tonique Williams Highway.
- [36.] On 4 February 2025, she attended the regular monthly Executive Board meeting (with some members via Zoom), where both the 1st and Second Defendants were present. At that meeting, she said that it was noted that the 1st Defendant was in arrears of union dues.
- [37.] She testified that she had never seen evidence of the 1st Defendant paying dues up to or after that date, and verily believed the 1st Defendant remained in arrears.

Claimants' Submissions

- [38.] The Claimants submitted that the starting point in determining the validity of the First Defendant's continued membership and authority as an officer of the Union is found in Articles IV(3) and (4) of the BNU Constitution.
- [39.] Counsel contended that those provisions are mandatory, relying on the use of the word "*shall*" and on **Green Web Ltd v Wandsworth LBC (CA)** [2008] EWCA Civ 910 for the proposition that, where the context admits of no ambiguity, the word "*shall*" denotes a mandatory consequence. It was argued that once a member falls into arrears amounting to three consecutive monthly payments, membership automatically ceases unless the Executive Board extends the time for circumstances considered to be special.
- [40.] On that basis, the Claimants submitted that the First Defendant fell into arrears for more than three consecutive months after her secondment and, consequently, ceased to be a member of the BNU. Therefore, it was further submitted that she was not entitled to hold office as President, preside over meetings, vote, enjoy membership benefits, or exercise disciplinary authority over other members of the Union.

- [41.] Counsel challenged the receipt dated 29 June 2023 relied upon by the Defendants as evidence that \$550.00 was applied toward the First Defendant's outstanding dues. They submitted that the receipt should be rejected because it was not produced when the issue of the First Defendant's alleged arrears was raised at the Executive Board meetings and invited the Court to infer that it was created after the dispute had arisen.
- [42.] Counsel also challenged the credibility of the Defendants' account of the alleged dues payment. In that regard, Counsel relied on alleged inconsistencies in the First Defendant's evidence concerning the payment for the Executive and Shop Steward Training event, including the amount paid and the manner in which any payment was applied. In support of the challenge to the reliability of that evidence, Counsel relied on **Kevano Musgrove v Regina, SCCrApp.** No. 140 of 2012, for the proposition that materially inconsistent evidence may affect the reliability of a witness. Counsel submitted that the Court should reject the evidence of the First and Second Defendants concerning the alleged set-off against dues and find that no valid payment of arrears was established.
- [43.] Counsel also submitted that this issue had broader constitutional consequences because if the First Defendant had ceased to be a member of the Union, any meetings presided over by her from February 2025 were unconstitutional and any decisions taken under her authority were invalid.
- [44.] Counsel next addressed the validity of the suspensions imposed upon the Second and Third Claimants. Relying on Articles XII and XIV of the BNU Constitution, Counsel submitted that those provisions establish a mandatory disciplinary framework requiring, inter alia, a written complaint, an investigation by a properly constituted committee, the formulation and service of charges, a hearing before a Trial Committee, and a right of appeal.
- [45.] Counsel submitted that none of those constitutional requirements had been satisfied. Rather, Counsel submitted that the suspensions were instead imposed through the actions of the Executive Board or under the direction of the First Defendant, contrary to the procedures prescribed by the Constitution.
- [46.] Counsel further argued that the deficiencies in the disciplinary process could not be cured retrospectively. In particular, Counsel relied upon Article XII, which was said to require the Appeals Committee to be elected at the first regular membership meeting following elections and to exclude members of the Executive Board from serving on that committee.
- [47.] Counsel then turned to the Union's financial administration. Counsel relied on sections 30(1) and 32(1) of the Industrial Relations Act and Article VI(7) of the BNU Constitution, submitting that the Second Defendant, as Treasurer, was required to maintain proper accounts, membership records, and records of monies received, provide statements of account when required by trustees or members, and prepare annual accounts and returns in accordance with the relevant statutory and constitutional requirements.

- [48.] In relation to the Treasurer's powers, Counsel submitted that Article VI(7) restricted the Treasurer's authority by requiring payments to be made only as the Executive Board may order. Reliance was placed on the Second Defendant's evidence under cross-examination, where she accepted that the Constitution contemplated payments being made pursuant to an order or direction of the Executive Board.
- [49.] Finally, Counsel addressed the Third Claimant's claim for consequential losses arising from her suspension without pay. Relying on **Byron Munnings v Ted Miller Four T's Construction** 2017/CLE/gen/010, and the principle established in **Hadley v Baxendale**, Counsel submitted that damages may be recovered where the loss arises naturally from the breach or was within the reasonable contemplation of the parties. Counsel therefore contended that the Third Claimant's financial hardship and related expenses were foreseeable consequences of the suspension without pay.

The Defendants' Case

- [50.] The Defendants called three witnesses: George Watson, Muriel Lightbourne and Sherran Rolle. The Witness Statement of George Watson filed 12 September 2025, and the respective Witness Statements of Sherran Rolle and Muriel Lightbourne filed 25 August 2025 stood as their evidence-in chief at trial.

Muriel Lightbourne – President

- [51.] Muriel Lightbourne, the First Defendant, was a qualified Clinical Nurse and is a longstanding member of the Bahamas Nurses Union ("BNU"). She stated that she had been elected President of the Union on 19 January 2023. Following the election, she encountered difficulties in accessing the Union's office and accounts due to the continued occupation by the former administration. With the General Secretary and Treasurer, she secured the office and initiated the handover process, during which disputes arose regarding access to accounts and a raffle fund.
- [52.] She explained that she had personally paid for an executive training seminar in June 2023 and directed that part of the funds be applied to her membership dues. She described ongoing conflict with the General Secretary, who she alleged undermined her authority, operated independently, and issued letters without her knowledge or signature. She recounted incidents of being locked out of the office, restricted from computer access, and facing falsified documents and unauthorized communications.
- [53.] She confirmed that audits for 2021–2023 were prepared by George Watson and presented at the AGM in September 2023, with resolutions passed requiring former executives to account for certain funds. The 2024 audit was presented and adopted at the AGM in September 2024, signed by her and the Treasurer, and passed to the General Secretary for filing. She further stated that the

General Secretary engaged in absenteeism, created friction among members, and continued to issue unauthorized correspondence.

- [54.] She noted that the General Secretary was suspended in April 2025 for failing to refrain from unauthorized communications and for falsifying resolutions, while the First Vice President was suspended pursuant to the Constitution following a court judgment for misappropriation of funds. She alleged that, thereafter, the General Secretary and other Claimants rekeyed the Union office, removed files, attempted to remove her authority from financial institutions, and spread claims on social media that she had been dismissed. She maintained that she continued to act as President and sought to convene executive meetings, notwithstanding these disputes.

George Watson

- [55.] George Watson, a Certified Accountant with thirty-nine years of experience and a member of the Bahamas Institute of Chartered Accountants, Licence No. 208, stated that he had conducted audits of the Bahamas Nurses Union (“BNU”) for the financial years ending 28 February 2021, 28 February 2022, 28 February 2023, and 29 February 2024. He confirmed that the audited financial statements for 2021–2023 had been presented at the Union’s Annual General Meeting (“AGM”) on 23 September 2023, adopted by the membership, and subsequently signed by Union officials. Upon receipt of the signed Balance Sheets in March 2024, he executed the Audit Opinion and returned copies for distribution, including remittance to the Department of Labour.
- [56.] He further stated that the 2024 audit had been presented at the AGM in September 2024 at the Hilton Hotel and adopted by the members. However, unlike prior years, he had not received the signed Balance Sheet for 2024. He noted that the General Secretary had requested minor cosmetic changes to the wording of the Notes to the financial statements, but he confirmed that no further changes had been made, as the report had already been adopted by the membership.

Sherran Rolle – Treasurer

- [57.] Sherran Rolle, the Second Defendant, was a Senior Trained Clinical Nurse and is the current Treasurer of the Bahamas Nurses Union (“BNU”). She has served in the nursing profession since 1997 and has held various positions within the Union, including Shop Steward, Assistant Treasurer, and Treasurer (elected in 2023). She testified that union dues had always been deducted through the Public Treasury and that, pursuant to the BNU Constitution, she had managed the Union’s financial administration in collaboration with the President, General Secretary, and Trustees.
- [58.] She explained that reimbursements to officers had been a longstanding practice necessitated by the Union’s inability to obtain a debit or credit card in its own name. She testified that the Audit reports for 2021–2023 had been prepared, presented at the 2023 Annual General Meeting, signed by the

President and Treasurer, and submitted for filing. The 2024 audit had likewise been prepared, presented, and adopted at the AGM, with the relevant documents thereafter provided to the General Secretary for onward transmission.

- [59.] Rolle further testified that the President's outstanding membership dues had been brought up to date in June 2025 by applying a balance from funds advanced by the President for training expenses. She also stated that financial records stored at the Union's office had disappeared following a break-in. Finally, she expressed concern that, despite having maintained cordial relations with the General Secretary since 2023, her conduct as Treasurer had been questioned, however she reaffirmed her commitment to faithfully serving the Union.

The Defendant's Submissions

- [60.] On behalf of the Defendants, it was submitted by Counsel that the claim should be dismissed because the BNU, being an unincorporated association, lacks the capacity to sue in its own name. Counsel further submitted that the individual Claimants also lacked the requisite constitutional authority to commence proceedings on the Union's behalf.
- [61.] In support of that submission, Counsel relied on **John Pinder v Peter Outten et al**, 2019/CLE/gen/00665, in which Klein J stated that an unincorporated association has no legal capacity to sue or be sued in its own name, but must proceed through the appropriate representatives or trustees. Counsel submitted that no valid resolution authorized the commencement of proceedings in the name of the BNU, particularly as the resolution relied upon by the Claimants was said to have been passed by only five members, whereas the required quorum was seven.
- [62.] Turning to the issue of the First Defendant's membership and alleged arrears of dues, Counsel submitted that the Claimants produced no documentary proof establishing that the First Defendant was in arrears for three consecutive months or had otherwise ceased to be a member of the Union. Counsel submitted that the First Defendant's account was corroborated by the Treasurer, the receipt dated 29 June 2023 and the circumstances surrounding the Executive and Shop Steward Training event.
- [63.] Counsel also relied on evidence that the First Defendant's explanation regarding the application of the \$550.00 balance from the training payment was accepted by the Third Claimant and submitted that the evidence supported the Defendants' position that the payment was properly credited toward the First Defendant's union dues.
- [64.] In relation to the Union's financial administration, Counsel submitted that the Claimants' case was based upon a misunderstanding of the distinction between audited financial statements, statutory returns, and internal reports prepared for particular events or administrative purposes. Counsel

relied on Mr. Watson's evidence that audited financial statements were prepared, presented, and adopted by the membership and submitted that this evidence contradicted the allegation that the Treasurer failed to comply with her financial reporting obligations.

- [65.] Counsel further submitted that any failure to finalize or submit particular financial documents could not properly be attributed solely to the Second Defendant. Counsel relied on evidence that the Secretary General was involved in the preparation, signing, and progression of certain financial documents and submitted that responsibility for those matters was not exclusively that of the Treasurer.
- [66.] On the issue of expenditure, Counsel submitted that the Second Defendant did not act unilaterally in relation to Union funds. Counsel maintained that payments were made with the authority of the Executive Board, the President, or both, consistent with the manner in which the Union had historically conducted its affairs. It was submitted that the evidence did not justify a declaration that every impugned payment was unlawful.
- [67.] Counsel next addressed the validity of the suspensions imposed upon the Second and Third Claimants. It was submitted that the Second Claimant's suspension arose from allegations and proceedings concerning the alleged misappropriation of Union funds and a resolution passed at the Annual General Meeting. In relation to the Third Claimant, Counsel submitted that the suspension arose from complaints by financial members of the Union, alleged insubordination, and the unauthorized use of the BNU letterhead.
- [68.] Counsel submitted that the Second and Third Claimants had opportunities to respond to the matters raised against them and that an appeal mechanism was available under the Constitution. Counsel relied on **Jewel Fountain v Susan Palmer et al**, 2017/CLE/gen/00824, as authority for the proposition that union officers must comply with constitutional procedures and the principles of natural justice when seeking to discipline or remove an officer. Notwithstanding, Counsel submitted that the Claimants themselves failed to comply with those principles when they sought to remove or displace the First Defendant without following the constitutional process.
- [69.] Counsel further relied on the evidence of Ms. Judy Johnson and Ms. Alicia Farquharson that they lacked authority from the Executive Board when they broke into the Union office and changed the locks, and on Ms. Johnson's evidence that there was significant infighting in the Union and that this made it difficult to resolve anything. Counsel submitted that the evidence showed excessive infighting and lack of collaboration, not unilateral misconduct by the First Defendant.
- [70.] Finally, Counsel addressed the Third Claimant's claim for consequential losses. Counsel submitted that the salary issue had been substantially addressed by the Court's interim order and that the additional sums claimed for educational expenses, telephone reconnection, vehicle licensing, and

landline charges were personal obligations not proven to be recoverable losses caused by the Defendants.

The Issues

[71.] The issues for determination are as follows:

Standing of the First Claimant

- (i) Whether the First Claimant has locus standi to institute and maintain this action against the Defendants.

Membership and Eligibility of the 1st Defendant

- (ii) Whether the First Defendant was delinquent in Union fees and thereby in breach of Article IV of the BNU Constitution, rendering her ineligible to remain a member of the Union and to lawfully hold the office of President.

Governance and Conduct of Meetings

- (iii) Whether meetings presided over by the First Defendant since February 2025 (after the date of the alleged arrears) were conducted in accordance with the BNU Constitution, including whether the Executive Committee was properly involved in decision-making.

Suspension of the Second and Third Claimants

- (iv) Whether the suspension of the Second and Third Claimants was affected in accordance with the BNU Constitution, or whether such suspensions are unconstitutional and void ab initio.

Statutory and Constitutional Compliance of the Second Defendant

- (v) Whether the Second Defendant breached Sections 30(1) and 32(1) of the Industrial Relations Act, Chapter 321, and Article XVI of the BNU Constitution.

Production of Financial Statements

- (vi) Whether the Second Defendant ought to be ordered to produce the Financial Statements and returns of the BNU for the years 2024 and 2025.

Special Damages – Third Claimant

- (vii) Whether the Third Claimant is entitled to special damages in the sum of \$30,945.06, comprising lost salary, loan for educational expenses, cell phone bill, vehicle licence, and BTC land line charges.

Law, Analysis and Disposition

- [72.] The parties do not agree on either the commencement or the duration of the term of office of the elected officers following the 2023 elections.
- [73.] However, the election results as set out in the Certificate from the Department of Labour that the following individuals were elected officers of the BNU on 19 January, 2023 were undisputed:
- (i) President – Muriel Lightbourn, First Defendant
 - (ii) Treasurer – Sherran Rolle, Second Defendant
 - (iii) First Vice President – Sheniqua Cox, Second Claimant
 - (iv) Secretary General – Shavonne Brennen, Third Claimant
 - (v) Assistant Treasurer – Maria Mackey-Smith, Fourth Claimant
 - (vi) Trustees – Alicia Farquharson and Judy Johnson, Fifth Claimant and Sixth Claimant
 - (vii) Assistant Secretary – Denise Duncombe
 - (viii) Trustee – Dominique Rox Bethel
 - (ix) Second Vice President – William Bartlett

Standing of the First Claimant

Issue 1: Whether the First Claimant has locus standi to institute and maintain this action against the Defendants.

- [74.] The first issue concerned the standing and authority of the BNU to maintain these proceedings.
- [75.] The BNU is an unincorporated association registered under section 27 of the Industrial Relations Act, Chapter 321 (as Amended).
- [76.] Section 27(1) of the Industrial Relations Act, Chapter 321 (as Amended), makes it clear that it is the trustees who are competent to sue or be sued with respect to claims to the real or personal property of the Union.
- [77.] This statutory requirement has been consistently affirmed by the courts. In **John Pinder v. Peter Outten (No. 2019/CLE/gen/00665)**, Klein J said that “*It is trite that an unincorporated association has no capacity to sue or be sued in its own name and must sue through its trustees.*” He relied upon **Bahamas Communications and Public Officers Union (suing by its trustees Avrill Clarke, Shazard Pickstock and Edley Swain) & Anor. v. The Bahamas Telecommunications Corporation and Others [2001] BHS J. No. 22** and the other authorities discussed in that case as well as section 27(1) of the Industrial Relations Act.

- [78.] Therefore, I accept the submission of the Defendants that the BNU by itself was not a proper party to the claim.
- [79.] The Court therefore dismisses the claim insofar as it is brought by the BNU in its own name.
- [80.] The Court will, however, proceed to determine the claims advanced by the Second to Sixth Claimants in their representative capacities because section 27(1) does not bar a claim commenced by them. Therefore, I find no grounds to strike out their claim.

Membership and Eligibility of the 1st Defendant

Issue 2: Whether the 1st Defendant was delinquent in Union fees and thereby in breach of Article IV of the BNU Constitution, rendering her ineligible to remain a member of the Union and to lawfully hold the office of President.

- [81.] The central allegation concerning the First Defendant is that she was in arrears of Union dues for more than three consecutive months and that, by operation of Article IV(3) of the Constitution, her membership of the Union ceased.
- [82.] The consequence of that allegation is significant. If established, it would follow that the First Defendant was no longer entitled to exercise the rights and privileges of membership, including holding office as President.
- [83.] The evidence established that concerns were raised at several Executive Board meetings about the First Defendant's dues. However, the existence of concerns and minutes recording those concerns do not by themselves prove that the First Defendant was in fact in arrears for three consecutive months. I refer to the Executive Meetings held on 5 November, 2024 and 4 February, 2025 at which the President, Secretary General, Trustee and others were present:

5 November, 2024

President has not been in good financial standing and therefore instructed the Treasurer to allocate the expenditure that she was not reimbursed for from June 2023 be totaled and the amount applied to her union dues to bring her in financial standing. The amount presented by the Treasurer is \$1,100 but \$500 was paid.

4 February, 2025

President Membership

An extensive discussion was held and the point raised was that the constitution has a provision for the reinstatement of membership. A position was put by the Assistant Treasurer, if the President had become delinquent it would therefore mean that all actions purportedly taken by the President are unconstitutional and illegal. It was further agreed that the Treasurer produce the receipts of

payment of dues purporting the offset of dues. The matter was not resolved while a request for the receipts to offset the fees was not presented.

The discussion surrounded Article III of the constitution that outlines reinstatement. The discussion surrounded Article VI of the constitution that outlines the receipt of all funds to the Union.

- [84.] While the Minutes reflected the issue of the President's dues, they were unsigned. While both the President and the Treasurer admitted to attending the meeting, they disagree with some portions of the Minutes that they say were neither discussed nor approved.
- [85.] The President's evidence was that she had paid the cost of the venue of \$1,155.00 to the National Training Agency for the Executive Shop Steward Training in June 2023. Her evidence was that she paid using her personal card and gave the receipt to the Secretary General. Therefore, she did not have a copy of it, however, she presented her bank statement evidencing the payment of \$1,155.00 to the National Training Agency of the said amount. When pressed in cross examination about why she did not make a withdrawal from the Union's account to pay the National Training Agency, she explained that the Agency did not accept cash or cheques.
- [86.] The Secretary General denied receiving this receipt from the President.
- [87.] The President explained that out of the \$1,155.00, the sum of \$550.00 was applied towards her Union dues. The Treasurer corroborated this and produced a receipt dated 29 June, 2023 for \$550.00. The receipt was signed by the Treasurer and addressed to the President with the words "*payment for BNU dues – going forward for the amount of beginning June 2023 \$25 per month, \$550.00*"
- [88.] It is undisputed that the training event occurred at the National Training Agency.
- [89.] In cross-examination the Secretary General was referred to paragraph 12 of her Witness Statement where she had this to say:
- "On the 5th November 2024 the Executive Committee of the BNU held its regular monthly meeting with the 1st Defendant and Second Defendant *inter alia* in attendance. It was noted that the 1st Defendant was not in good standing with her Dues. The 1st Defendant instructed the Treasurer to apply the money she spent in June 2023 on the BNU behalf to her Union Dues. At no time was any evidence of the 1st Defendant payment of any money on behalf of the BNU presented to the Executive Committee or myself. Further at no time was any Dues presented to me for the 1st Defendant as required by BNU Constitution Article IV (2).
- [90.] She was then asked in cross-examination the following questions:

Q. Okay, do you accept the President's explanation of the funds that she paid for the venue where did it go? Did you accept her explanation of it?

A. Yes, that was her explanation.

Q. No. I asked did you accept it?

A. Yes.

[91.] Therefore, the Secretary General accepted the President's explanation of the funds that were paid for the venue.

[92.] However, she sought to explain that in accordance with the constitution all funds are to be submitted to her in her capacity as the Secretary General for recording and submission to the Treasurer. Her position was that she never received the receipt, never had a discussion with the Treasurer as to whether the funds were to be received or whether the funds were to be deposited and therefore, in her opinion, the President's dues were overdue.

[93.] She relied on Article IV (2) which addressed the payment of fees and dues and reads as follows:

2. *The Department Representative or Collector shall remit all fees and dues to the General Secretary who will in turn remit all amounts received to the Treasurer of the Union.*

[my emphasis added]

[94.] Similarly, Sheniqua Cox during cross examination was unable to provide any proof that the President admitted to being in arrears for 22 months of Union dues. She referred to a letter addressed to the President dated 23 April 2025 and signed by five (5) members of the Executive Board including, herself, the Secretary General, the Assistant Treasurer and two Trustees in which they challenge the President's membership due to the non-payment of dues for twenty-two (22) months. They refer to the reimbursement of \$550 and the application of the same to the dues owed to the Union. The letter read as follows:

"The irregularities of your non-financial status was made aware of after the September 2024 Annual General Meeting and during the Executive Meeting held November 5, 2024 you admitted that through legal advice, you instructed the Treasurer to take the sum of Five Hundred and Fifty Dollars \$550 that was a reimbursement from June 2023 and apply same to the twenty-two (22) months owed by you to the union.

We further discussed this matter at the board level on February 4, 2025 and again on April 22, 2025 and you have yet again failed to produce documentation. As such the board has failed to show that the receipts were produced, the readmission fee was paid and a letter from the board stating that you have been readmitted.

We hereby wish to inform you that you are to vacate the office of the president effective immediately."

- [95.] Again this letter does not prove that the President was in arrears of dues, rather, it questioned the President's failure to produce documentation to substantiate the claim that they were in fact paid. This letter was signed by five (5) members of the Executive, not the seven (7) required for a quorum.
- [96.] In her evidence-in-chief, the Treasurer explained that reimbursements to officers had been a longstanding practice necessitated by the Union's inability to obtain a debit or credit card in its own name.
- [97.] She was taken to task by the Claimants' attorney regarding the discrepancy in the Minutes which reflected that the amount to be applied towards the President's dues was \$500 and not \$550 as evidenced by the receipt dated 29 June, 2023 which she had produced. His contention was that this receipt of \$550 which bore no BNU stamp or letterhead was a recent fabrication because it had not existed prior to it being raised at a meeting held on 4 February, 2025 and that she had falsely produced this receipt "*so as to cover for the President, who was in arrears of her dues*". Further, he asserted that the official Minutes of the Meeting of 4 February, 2025 referred to the President having instructed her to apply the sum of \$500 towards dues on 5 November, 2025.
- [98.] She explained in cross examination that the receipt was written for the reimbursement of the funds to the President and that the practice of reimbursement to executive members was done all the time.
- [99.] She also explained that the reimbursement was not for the full amount of the funds expended by the President on the training. Rather, she said that \$550 was applied toward dues and the balance of \$605 was applied toward the cost of food for one day of the event. The President did not receive the difference in cash.
- [100.] She had this to say in cross examination about her relationship with the Secretary General:
- "Mr. Rolle, Shavonne, pardon me if I call her "Shavonne". The Secretary General and I worked together, that I thought it was an amicable relationship. So, anything I did financially for the Union, we worked together. And she never asked or requested from me a receipt. And so, when this issue came up in, like you said November, I wondered what was going on, because she never asked me for any receipts or any reimbursement or anything I did prior to."
- [101.] The Treasurer further explained that records in the Union's filing cabinet in the office went missing.
- "Q. So you're saying that, you were in deliberate breach of Article 4 subsection 3, failing to turn those receipts over to the Secretary General?

- A. Sir, the things that were in the Union's Office cabinet were missing, went missing. And so, I created a new set of stuff, I did not put in the cabinet, because everything that was there prior to went missing.

They –the former things –the Auditor said, he turned over to Ms. Brennen. And since the audit, I have not received anything. Whatever was in there went missing.”

[102.] Throughout her testimony she stated that “*I cannot produce, what I do not have*”. She explained that the records and the cheque books and the files containing the requisition forms were stored in an unlocked cabinet in the Union's office. However, she stated that these items from about May-July of the year 2023 until about May 2025 had gone missing. She said that she had tried checking the computer as well and it had been wiped clean.

[103.] On this issue, I found the evidence of the Secretary General and the First Vice President less reliable. It was undisputed that, because the Union was unable to do so, the President used her personal funds to pay for the training event. Yet both witnesses refused to accept that the funds advanced by the President would be reimbursed or set off. The Secretary General instead relied on Article IV(2) of the Constitution and on the discrepancy between the \$500 recorded in the Minutes and the \$550 shown on the receipt.

[104.] The Court also accepts that, because the Union could not obtain a debit or credit card in its own name, members of the Executive would from time to time need to advance funds on its behalf.

[105.] I have concerns about the way the dues payment was recorded, particularly the \$550.00 receipt lacking Union letterhead and stamp, which reflected poor record-keeping. However, this must be considered with the evidence given of the missing records from the filing cabinets.

[106.] Nonetheless, I found that the evidence established that the President advanced \$1,155.00 for a Union event, requiring reimbursement, and that she instructed the Treasurer to apply \$550.00 toward her dues from June 2023 to April 2025. I therefore find that this sum was applied to her outstanding dues. While the deficiencies in documentation highlight the inadequacy of the Union's records, they do not displace the evidence that the set-off occurred. On the balance of probabilities, I accept the evidence of the President and Treasurer as more consistent with the documentary record and surrounding circumstances, and I am not satisfied that the Claimants have proved the First Defendant was in arrears for three consecutive months so as to trigger Article IV and terminate her membership.

[107.] Accordingly, I find that the Claimants have not established that the First Defendant ceased to be a member of the BNU or that she was unlawfully occupying the office of President by reason of alleged arrears of dues.

Governance and Conduct of Meetings

Issue 3: Whether meetings presided over by the 1st Defendant since February 2025 (after the date of the alleged arrears) were conducted in accordance with the BNU Constitution, including whether the Executive Committee was properly involved in decision-making.

- [108.] Having found that the Claimants have not established that the First Defendant's membership ceased under Article IV, the foundation for this relief falls away. I therefore decline to declare that meetings presided over by the First Defendant since February 2025, or since any other date, were unconstitutional merely by reason of alleged arrears of dues. I also decline to declare that the Executive Committee was not properly involved in decision-making.

Suspension of the Second and Third Claimants

Issue 4: Whether the suspension of the Second and Third Claimants was affected in accordance with the BNU Constitution, or whether such suspensions are unconstitutional and void ab initio.

- [109.] Complaints against members or officers of the Union must be reduced to writing, signed by the accuser, and filed with the Secretary within thirty (30) days of the matter giving rise thereto. Where the complaint is against the Secretary, it shall be filed with the President, who shall exercise all powers ordinarily vested in the Secretary. Upon receipt of any such complaint, the Secretary shall request the Executive Board to appoint a committee to investigate. If, upon completion of the investigation, the Executive Board determines that charges are warranted, the Secretary shall notify the Trial Committee, which shall within ten (10) working days summon the parties to appear for trial.
- [110.] Where charges are brought against a principal Officer, Executive Board member, or Trustee, upon completion of an investigation by a committee duly appointed by the Executive Board, the Executive Board shall instruct the Secretary to serve the charge, and within thirty (30) days a committee of five (5) members shall be elected by secret ballot in accordance with Article VIII(10). This special elected committee shall take an oath or affirmation immediately upon election and shall have the sole power to try such officers. Any officer so charged shall be automatically suspended from official duties, without pay, pending the outcome of trial.
- [111.] A member or officer found guilty of violating the Constitution or By-Laws shall have a right of appeal. Such appeal must be filed with the Secretary within fourteen (14) days of the decision, setting forth specific written grounds. An Appeals Committee of five (5) members, elected triannually by secret ballot at the first regular membership meeting following elections, shall hear all appeals. The Appeals Committee may reject an appeal for want of sufficient grounds or allow it as the case may be, and shall within ten (10) working days summon the parties for hearing.

[112.] Accordingly, in accordance with the BNU Constitution the committees required to give effect to these provisions are:

- (i) An Investigation Committee, appointed by the Executive Board.
- (ii) A Trial Committee, convened to hear complaints against members.
- (iii) A Special Elected Committee of five members, empowered to try officers, board members, and trustees; and
- (iv) An Appeals Committee of five members, elected triannually, to adjudicate appeals.

Second Claimant – Suspension

[113.] The Second Claimant was suspended under Article XII because of a default Judgment being entered against her for misappropriation of Union funds. The Judgment against her and two others was for the sum of \$69,037.97 for the debt and interest at the statutory rate and costs of \$17,000. The Defendants alleged that this suspension was lawful by virtue of sections 33 and 38 of the Industrial Relations Act, Chapter 321 which both read as follows:

- “33. (1) Any person who —
- (a) by false representation or dishonesty obtains possession of any moneys, securities or any property whatsoever of a trade union which is registered under this Act; or
 - (b) having the same in his possession —
 - (i) wilfully withholds the same; or
 - (ii) fraudulently misapplies the same; or
 - (iii) wilfully applies the same or any part thereof to purposes other than those expressed in the constitution of such union, shall be guilty of an offence under this section.
- “38. (1) Where any person is convicted in any court of any offence involving fraud or dishonesty in connection with the formation or management of a trade union, the court may make an order that that person shall not, without the leave of the Supreme Court, be an officer or member of the executive committee or other governing body of, or in any way, whether directly or indirectly, be concerned or take part in the management of, a trade union for such period not exceeding five years as may be specified in the order.
- (2) If any person acts in contravention of an order made under subsection (1), he shall, in respect of each offence, be liable, on conviction on information, to imprisonment for a term not exceeding two years or, on summary conviction to imprisonment for a term not exceeding six months or to a fine not exceeding five hundred dollars or to both such imprisonment and fine.

[114.] The President by letter dated 23 April, 2025 advised the Second Claimant of the Judgment against her and that in accordance with Article XII of the Constitution that she was suspended.

Third Claimant – Suspension

[115.] The Third Claimant was suspended in accordance with Article XIV rule 6. By letter dated 7 April, 2025, seven (7) financial members of the BNU wrote to the President alleging misconduct against the Secretary General including complaints of (i) falsification of Union resolutions and Minutes of Meetings, (ii) failure to refrain from sending out letters on BNU's letterhead despite repeated warnings for her to stop doing so, and for (iii) writing resolutions and claiming that the Executive Committee had passed them, when it was untrue.

"7 April, 2025

Mrs Muriel Lightbourne
President
Bahamas Nurses Union
Tonique Williams-Darling Highway
New Providence
The Bahamas

Madam President

I wish to make a formal complaint as it relates to the Secretary General and her actions which I believe are working against the interest of The Bahamas Nurses Union. During the past several months, I have seen several documents sent to members without your signature. The General Secretary has signed these documents and in doing so, has created a level of unrest and confusion among members because these documents are being sent out without your knowledge or approval, and the General Secretary is further acting as though she is the President of the Union, while ignoring her role under the union's constitution.

One letter states a resolution was passed by the Board on Tuesday 4th February 2025 and intimates you were not financial or suspended and or not reinstated and obstructed the Board. To my knowledge, the union's Constitution ONLY gives the President superintending powers and the authority to sign official documents. The General Secretary's deceptive and disruptive actions must stop because this is another letter sent out as though she is the President to make it official and she is not. Yet no one has complained about this to the membership.

However, we are not aware of any such action or resolution. This letter signed by her is divisive and creates unnecessary conflict in this union. The General Secretary is working against the interest of this union and needs to be decisively disciplined.

Sick and tired of this unwarranted behaviour of the General Secretary."

[116.] The President constituted the Appeals Committee on 22 April, 2025 in accordance with Article X and appointed seven (7) members to this committee comprising:

Rochelle Symonette
Rosemary Josey
Monique Rahming
Shenique Newry Thurston
Phillipa Smith
Laura Jones
Sherrelle Sturup

[117.] The President by resolution passed on 23 April, 2025 suspended the Secretary General giving her the right to appeal within thirty (30) days.

“Resolution of The Bahamas Nurses Union

An Executive meeting was held by the Bahamas Nurses Union at the office of The Bahamas Nurses Union #41 Tonique Darling Hwy, Apt #1, New Providence, Bahamas on April 22, 2025.

When the meeting was called to order it was found that a quorum of the members, eight (8) executive members was present and the following motion was moved and adopted by a vote of five(5) to three (3).

That it be resolved that Mrs. Shavonne Brennen, Secretary General and Ms. Sheniqua Cox 1st Vice-President be suspended as executives of the Bahamas Nurses Union forthwith for breaches to the unions constitution and retain the right to appeal the said suspension within thirty (30) days of the suspension.

Dated April, 2025”

[118.] The President formally advised the Secretary General of her suspension by letter dated 23 April, 2025 in accordance with Article XII and that it was without pay. She was informed that the motion was put forward by her as the Chairwoman of the Executive and subsequently passed with the support of the Second Vice President, Assistant Secretary, Treasurer and Trustee, Mrs. Dominique Rox Bethel. She was also advised of her right of appeal before an Appeal Committee and attached to the letter was the specific charges brought against her.

[119.] The members of the Union were notified of her suspension by letter also dated the same date as well as the Registrar of Trade Unions. Additionally, attorneys acting on behalf of the President notified the Ministry of Health & Wellness, the Public Hospitals Authority, the Pension Administrator and others of the same.

Findings on suspension of Second and Third Claimants

[120.] By letter dated 23 April 2025, the Second and Third Claimants, together with other signatories, challenged the President’s alleged non-financial status and asserted that she should vacate the

office of President with immediate effect. I refer to that correspondence as the “Notice to Vacate Office of President Letter.” Since I have already addressed the President’s financial status and membership, it is unnecessary to repeat that analysis here.

- [121.] I add only this observation. The alleged arrears were said to have existed for approximately twenty-two (22) months, yet the challenge to the President’s alleged non-financial status was advanced in the Notice to Vacate Office of President Letter only after the suspensions of the Second and Third Claimants. That sequence of events is, at the very least, noteworthy.
- [122.] The Constitution prescribed a clear complaints procedure: written complaints must be lodged, an investigation committee appointed by the Executive Board, and if charges are warranted, either the Trial Committee (for members) or a specially elected committee of five members (for officers) must be convened to hear the matter. Only after such trial may suspension be imposed, with the right of appeal safeguarded by Article XII through the election of an Appeals Committee at the first regular membership meeting following elections.
- [123.] In the present case, both the Second and Third Claimants, as officers of the Union, were summarily suspended and advised of their right of appeal. Yet no written complaint was filed, no investigation committee appointed, no trial convened, and no specially elected committee constituted to hear charges against them. Instead, an Appeals Committee was appointed on 22 April 2025, the day prior to the suspension letters, contrary to Article XII which required that such committee be elected during the first regular membership meeting after elections. The President, and others acting on her behalf, thereafter notified various parties of the Second and Third Claimants’ suspensions.
- [124.] These actions were not only in breach of Articles XII and XIV of the Constitution but also in breach of the principles of natural justice. The Second and Third Claimants were denied the right to be heard, denied the procedural safeguards of investigation and trial, and subjected to suspension by a process that was irregular and predetermined. The failure to observe the Constitution’s mandatory procedures, coupled with the denial of fair hearing, rendered the suspensions procedurally defective, unconstitutional, and contrary to natural justice.
- [125.] This conclusion is consistent with **Deron Adderley v The Bahamas Electrical Workers Union et al** (2022/COM/lab/00062), where the Court set aside disciplinary action taken by a union where the process was not conducted with due fairness and where the constitutional disciplinary machinery had not been properly observed. The Court also treated reliance on an internal appeal mechanism with caution where the original disciplinary decision was itself a nullity. Similarly, in the present case, the absence of the constitutionally required disciplinary machinery cannot be cured merely by pointing to a general right of appeal.

[126.] I therefore find that the suspensions of the Second and Third Claimants were unconstitutional, unlawful, and void *ab initio*.

Statutory and Constitutional Compliance of the Second Defendant

Issue 5: Whether the Second Defendant breached Sections 30(1) and 32(1) of the Industrial Relations Act, Chapter 321, and Article XVI of the BNU Constitution.

Production of Financial Statements

Issue 6: Whether the Second Defendant ought to be ordered to produce the financial statements and returns for the years 2024 and 2025.

[127.] The Claimants' financial reporting complaint falls into two distinct categories. First, they allege that the Second Defendant breached her statutory and constitutional obligations to maintain proper accounts, prepare financial statements, and ensure compliance with the reporting obligations imposed by the Industrial Relations Act. Secondly, they complain that the Second Defendant failed to provide internal Treasurer's reports relating to Union events and activities.

[128.] Despite the engagement of George Watson, an accountant, to complete the financials of the Union his engagement was challenged by the Claimants as not being authorised by the Executive Board. However, his evidence is significant in relation to the first category of complaint.

[129.] Mr. Watson gave evidence that he conducted audit services for the BNU for the financial years ending February 2021, 2022, 2023 and 2024. He confirmed that the audited financial statements for 2021, 2022 and 2023 were prepared, presented to the Annual General Meeting in 2023, and adopted by the membership. He further confirmed that the 2024 audit was presented, although the signed balance sheet had not been returned to him.

[130.] The evidence at trial also clarified the distinction between audited financial statements and the internal reports relied upon by the Claimants. Shavone Brennen accepted that the Constitution did not expressly require the Treasurer to prepare the specific reports identified by the Claimants relating to Labour Day, Executive Training, the AGM and the banquet, although she maintained that such reports were necessary for transparency and record keeping. Maria Smith similarly explained that her concern related primarily to monthly Treasurer's reports rather than audited financial statements.

[131.] Having considered the evidence, I am not satisfied that the Claimants have established the broad allegation that the Second Defendant failed to keep proper accounts or failed to prepare annual returns in breach of sections 30(1) and 32(1) of the Industrial Relations Act. The evidence of the

auditor, together with the preparation and presentation of audited financial statements, is inconsistent with such a finding.

- [132.] This does not mean, however, that the Court considers the Union's financial administration to have been satisfactory. Article VI of the Constitution and section 32 of the Industrial Relations Act impose important obligations upon the Treasurer, including the proper maintenance of financial records and the production of books, vouchers and documents when required.
- [133.] The evidence revealed deficiencies in the custody, accessibility and production of Union financial records. Further, given the circumstances surrounding the removal of documents from the Union office, the disputes concerning access to records, and the absence of certain supporting documentation demonstrate an unsatisfactory breakdown in financial governance. Some of these issues in particular, the changing of the locks of the office and the locking out of the President and the Treasurer from access to the Union's computers by the Second Claimant and others, created or brought about some of the very issues for which they have complained.
- [134.] The Court is not satisfied that the pleaded statutory breaches have been established. However, the Court found that the members of the Executive Board did not maintain adequate systems for the preservation, recording, and disclosure of the Union's financial information, as required by the Constitution and the Industrial Relations Act.
- [135.] Further, the Court observed Article IX(5) of the Constitution, which provides:
- "The Executive Board shall do its best to attain the objects of the Union and shall take any necessary steps to protect its funds against extravagance or misappropriation."*
- [136.] Article IX(5) highlighted that responsibility for the proper stewardship of the Union's finances rested collectively with the Executive Board. Accordingly, for the Claimants to lay the blame solely at the feet of the Defendants is misplaced, given that the Constitution itself imposes shared accountability upon the Board as a whole.
- [137.] In the circumstances, given that the audited financials had already been prepared and due to an issue regarding the proper sign off in accordance with the Industrial Relations Act as observed by the Secretary General, there is very little reason that they cannot now be finalized and released.
- [138.] As for the audited financials for the years 2024 and 2025, the Auditor explained that he was in the process of completing the audit for the year 2024, however, it had not yet been finalized. Additionally, he had not prepared the audit for 2025. These financials ought to be finalized with haste to ensure that they are available for the members and the incoming board.

- [139.] Likewise, the returns for the years 2024 and 2025 ought to be completed by the Treasurer as best as she is able in view of the missing physical and computer records for the period 2023 through 2025.
- [140.] The Claimants challenged payments made by the Second Defendant, relying on Article VI(7) of the Union's Constitution, which required that the Treasurer make payments only as ordered by the Executive Board. While the Second Defendant acknowledged this provision, she maintained that she did not independently determine expenditures and that payments were made under the authority of the Executive Board or the President.
- [141.] The loans in question were linked to Resolution #6 of a Special Call Meeting held on 12 October 2023, which purported to establish a soft loans account for members. However, the Minutes recording this resolution were unsigned, undermining their formal validity.
- [142.] Overall, the evidence revealed that the Union's financial practices were often conducted informally. While such informality may explain certain transactions, it cannot override the constitutional requirement that Union funds be properly authorized and recorded. The Court was not satisfied that every payment challenged was unlawful, but it found multiple instances of non-compliance with Article VI(7), including failures of authorization, documentation, and record-keeping.
- [143.] More importantly, the Court found that responsibility for these deficiencies did not rest solely with the Defendants. Rather, the lapses reflected a collective failure of the Executive Board as a whole, of which both the Claimants and Defendants were members. This shared responsibility highlighted the need for stricter adherence to constitutional procedures in the management of Union funds.

Special Damages – Third Claimant

Issue 7: Whether the Third Claimant is entitled to special damages in the sum of \$30,945.06, comprising lost salary loan for educational purposes, cell phone bill, vehicle license, and BTC land line charges.

- [144.] The Third Claimant was suspended without pay. Having found that the suspension was unconstitutional, unlawful and void, the Third Claimant is entitled to recover salary withheld as a direct consequence of that suspension, subject to credit for any sums already paid pursuant to the Court's interlocutory order or otherwise.
- [145.] This approach is supported by **Deron Adderley v The Bahamas Electrical Workers Union et al** (supra), where the Court held that, because the suspension and expulsion of an elected union officer were void and of no effect, the officer was entitled to the stipend he would have received until the

cessation of his appointment or until valid disciplinary proceedings were taken. The same principle applies here, subject always to the evidence as to the Third Claimant's salary, the period claimed, any lawful expiry of office, and credit for payments already made.

- [146.] The evidence established that the Third Claimant's monthly salary was \$5,083.00. She claimed salary for December 2024, April 2025 and May 2025. The interlocutory order dated 30 June 2025 directed payment of salary for April and May 2025 and the balance of salary owed for December 2024, and continued payments pending trial or further order.
- [147.] There is also evidence of a payment verification receipt by which Ms. Brennen confirmed receipt of Cheque No. 3661 in the amount of \$5,083.00 for June 2025 and Cheque No. 3662 in the amount of \$5,083.00 for July 2025, totaling \$10,166.00. Copies of the cheques were also in evidence. Those payments must be credited against any salary sums otherwise payable.
- [148.] To the extent that the salary sums due under the interlocutory order or by reason of the unlawful suspension have not been paid, they are payable. To the extent that payments have already been made, including the June and July 2025 cheques, no duplication shall occur.
- [149.] The Third Claimant also claimed consequential losses comprising educational expenses in the sum of \$15,269.02, a cell phone reconnection charge of \$160.00, vehicle licensing expenses of \$195.00, and a BTC landline bill of \$72.04.
- [150.] The Court accepts that an unlawful suspension without pay could cause financial difficulty. However, consequential losses are not recoverable merely because they occurred during the period of suspension. The Claimant must establish that the losses were caused by the breach and were losses which were reasonably foreseeable or within the contemplation of the parties.
- [151.] On the evidence before the Court, I am not satisfied that the claimed educational expenses, telephone charges, vehicle licensing expenses, and landline bill have been established as recoverable losses flowing from the unlawful suspension. The evidence does not sufficiently demonstrate that these expenses were caused by the Defendants' breach rather than representing personal financial obligations which arose in the ordinary course.
- [152.] Accordingly, the claim for consequential losses is refused. The Third Claimant is entitled to recover salary arrears only, together with any applicable interest, subject to credit for sums already paid.

Conclusion and Disposition

- [153.] This case revealed a serious breakdown in the governance of the Union, evidenced by the lockout of executives from the Union's premises, including its computer systems, without proper authority; suspensions imposed without adherence to the Constitution and natural justice; poor financial

record-keeping; inadequate keeping of minutes; and allegations of misappropriation of Union funds.

[154.] The financial members of the Union deserve better.

[155.] It is apparent to the Court that the personalities of certain members of the Executive are not conducive to the proper functioning of the Union, and the financial members are the ones who suffer as a result.

[156.] Accordingly, the Court urges the two factions of the Executive Board to put aside their differences and to take immediate steps to ensure an orderly handover following the next elections. That handover must include the updating, securing and preservation of the Union's records, including minutes, financial records, bank documents, membership records, correspondence, passwords, keys and all other property or information necessary for the incoming Executive Board to assume office effectively. The absence of a proper handover was one of the difficulties faced by the President and her Board after the 2023 elections, and the Court would hope that the incoming Executive Board should not be placed in the same position.

[157.] In particular, the Court would suggest that the incoming Executive Committee consider:

- (i) **Virtual meetings with transparent records**, where meetings are convened using Zoom or similar platforms, that the note-taking feature be employed to produce an unbiased and contemporaneous record of proceedings.
- (ii) **Adoption of Robert's Rules of Order** – this appeared to have been raised by a member of the Executive; however, it is unclear whether it was implemented.
- (iii) **Updating the Constitution** – there appear to be inconsistencies as to whether the Appeals Committee is appointed or elected, the Complaints procedure where the person is an ordinary member or member of the Executive and other areas where better clarity would assist the Executive Board in carrying out their mandate.

[158.] Finally, the Court reminds the Executive Board that they serve at the pleasure of the financial members of the Union, whose interests must remain paramount until new elections restore stability and legitimacy.

[159.] For the reasons set out above, it is hereby ordered and declared as follows:

- i. The claim brought in the name of the First Claimant, the Bahamas Nurses Union, is dismissed.

- ii. The application for a declaration that the First Defendant, Muriel Lightbourn is not a member of the BNU and is unlawfully holding the office of President is refused.
- iii. The application for a declaration that meetings presided over by the First Defendant, Muriel Lightbourn since February 2025 are unconstitutional is refused.
- iv. The suspensions of the Second Claimant, Sheniqua Cox, and the Third Claimant, Shavone Brennen, were affected in breach of the BNU Constitution and the requirements of natural justice and are declared unlawful, unconstitutional and void.
- v. The Third Claimant, Shavone Brennen is entitled to payment of any unpaid salary withheld by reason of her unlawful suspension.
- vi. The Claimants have not proved the broad allegation that the Second Defendant breached sections 30(1) and 32(1) of the Industrial Relations Act by failing to keep proper accounts or by failing to prepare annual returns.
- vii. No declaration is made that the Second Defendant, Sherran Rolle breached Article VI of the BNU Constitution.
- viii. The Third Claimant, Shavone Brennen's claim for consequential losses in the sums of \$15,269.02, \$160.00, \$195.00 and \$72.04 is refused.
- ix. The Executive Board, President, Treasurer, Secretary General and Trustees of the BNU shall, within 45 days of this Order, take all necessary steps to regularize the Union's financial records, including locating, securing and preserving all books, vouchers, cheque books, requisitions, receipts, audited financial statements and annual returns.
- x. The Treasurer shall provide to the Trustees and Executive Board, within 45 days of this Order, copies of the audited financial statements and available annual returns for the years 2021, 2022, 2023 and 2024, together with a schedule identifying any documents not presently available and the reason for their non-availability.
- xi. The Executive Board shall ensure that any outstanding annual returns or financial filings required by the Industrial Relations Act are completed, signed by the appropriate officers and submitted to the Registrar of Trade Unions within 60 days of this Order, if not already filed.
- xii. The President and Executive Board shall follow the Election timetable as follows:

- (i) Nomination day shall be by no later than the 14th day of October, 2026;
 - (ii) Elections shall be held no later than the 13th day of November, 2026.
- xiii. The Nominations and Election process shall otherwise comply with the BNU Constitution and applicable statutory requirements.
- xiv. Parties are at liberty to apply for further directions.
- xv. Costs to each of the parties are to be summarily assessed on the papers unless otherwise agreed between the parties and paid by the Union.

Dated this 30th day of September, 2026

A handwritten signature in black ink, appearing to read 'Camille Darville Gomez', with a stylized flourish at the end.

Camille Darville Gomez
Justice