



In The Supreme Court of Bermuda
CIVIL JURISDICTION
2026 No: 248

BETWEEN:

(1) THE HON. CURTIS L. DICKINSON, JP, MP

-and-

(2) SHEA-TAI MAURICE SMITH

-and-

(3) SHEILA MAUREEN BROWN

-and-

(4) WINIFRED ROSE STEVENS

-and-

(5) JAY-LEE MAURICE SMITH

Plaintiffs

And

(1) DAWN SIMMONS

(as Chairperson of the Bermuda Progressive Labour Party)

-and-

(2) PATRICIA BASDEN

(as Secretary General of the Bermuda Progressive Labour Party)

Defendants

JUDGMENT

Trial Hearing Dates: Thursday 1 October 2026, Friday 2 October 2026 and
Thursday 5 October 2026

Date of Judgment: Friday 30 October 2026

Plaintiffs: Mr. Delroy Duncan KC, Mr. Ryan Hawthorne (Trott & Duncan Limited)

Defendants: Mr. Mark Pettingill, Mr. Matthew Frick (Chancery Legal Limited)

Trial – Originating Summons – Jurisdiction issue as to whether the terms of the Draft Order proposed by the Plaintiffs are within the scope of the pleaded case – Alternative application to amend Originating Summons- Legal Principles on Amendment of Pleadings - Contractual relationship between an unincorporated association and its individual members - Construction of the Constitution and Bye-Laws of the Bermuda Progressive Labour Party – Lawfulness of the Bermuda Progressive Labour Party’s membership application process – Lawfulness of any retrospective application of an amendment to the rules of an unincorporated association restricting contractual rights of existing members - Court’s Duty to examine all factual and legal issues before granting declaratory relief of broad binding effect

JUDGMENT of Shade Subair Williams J

INTRODUCTION

1. Discord is a stranger to no form of the living. The locking of talons between eagles is as symbolic of courtship as it is of territorial conflict condemned to pyrrhic victory. Yet, the feud between gentlemen need not be ill-fated where the application of the law is not only accepted but also respected.
2. On the basic facts of this case, there is dissention internal to the Progressive Labour Party (alternatively the “Party” or the “PLP”) and some of its members as to the proper application of the Progressive Labour Party’s Constitution (the “PLP Constitution”) and its Bye-Laws (the “Bye-Laws”) (collectively the “Rules”) governing its membership process. Strife is further marked by a divergence of views between the parties as to the scope of the Party’s powers to alter or otherwise interfere

with the contractual rights of persons who became or were entitled to become members on or between 1 September 2025 and 31 August 2026.

3. This is the final judgment of this Court in these proceedings in answer to the trial on the Originating Summons dated 4 September 2026 (the “Originating Summons”). The first interlocutory Ruling providing the reasons for my granting of an *ex parte* injunction is reported at *The Hon. Curtis L. Dickinson et al v Simmons et al* [2026] SC (Bda) 98 Civ. (10 September 2026). In the second interlocutory Ruling of this Court, I further varied my Order of 4 September 2026, as varied by the Consent Order of 10 September 2026 and struck out various irrelevant parts of the affidavit evidence filed by the Defendants. That second interlocutory Ruling is reported at *The Hon. Curtis L. Dickinson et al v Simmons et al* [2026] SC (Bda) 102 Civ. (21 September 2026).

THE PARTIES

4. Each of the Plaintiffs are members of the Party.
5. The First Plaintiff, The Hon. Mr. Curtis L Dickinson, JP, MP, is not only a member of the Party, but also a member of the House of Assembly, and a declared candidate for the office of Leader of the PLP, running against The Hon. Mr. Jason Hayward, JP, MP.
6. The Second Plaintiff, Ms. Shea-Tai Smith, became a financial member of the Party earlier this year, having submitted an online membership application form on 31 August 2026 together with payment of the \$25.00 subscription fee.
7. The Third Plaintiff, Ms. Sheila Brown, also became a financial member of the PLP in 2026, having submitted her membership form on 27 July 2026 and paid the \$25.00 fee.
8. The Fourth Plaintiff, Ms. Winifred Stevens, submitted her membership application form on 29 March 2026 and paid a \$100.00 subscription fee which allows for honorary/life membership.
9. The Fifth Plaintiff, Mr. Jay-Lee Smith, was a supporter and member of the PLP for approximately 8 years. On 30 August 2026 he submitted a membership renewal form with payment of the \$25.00 fee and on 31 August 2026 Mr. Smith’s renewed membership was confirmed.

10. The Plaintiffs each appear in their personal right. Sensibly, no challenge as to the standing of the Plaintiffs was made. The standing of the First Plaintiff arises as a declared candidate for the office of Party Leader. Mr. Dickinson's interest in these proceedings is vested in the lawfulness of the membership process which is significant to the delegate selection process. Delegates are empowered to vote in the election on the Party Leader. The standing of the remaining Plaintiffs is derived by their personal interest in the Court's declarations as to the membership process and the rights and entitlements of new members of the Party.
11. The First Defendant, Ms. Dawn Simmons, is both the Chairperson of the PLP and its Chief Executive Officer. The Second Defendant, Ms. Patricia Basden, is the Secretary General, the Executive Administrative Officer and the custodian of the PLP's records. Together, they are sued in a representative capacity on behalf of members of the PLP other than the Plaintiffs.

THE ISSUES IN DISPUTE

12. The disputed issues are identifiable by the following categories labelled:
 - (1) Jurisdiction
 - (2) Verification
 - (3) Retrospectivity
 - (4) Costs
13. Below is an outline of the competing arguments and evidence relevant to each of the disputed issues.

THE JURISDICTION ISSUE:

14. The jurisdiction issue raises the question as to whether the terms of the draft Order proposed by the Plaintiffs (the "Draft Order") are within the scope of the Originating Summons, as is, or whether an amendment of the Originating Summons is required.
15. On behalf of the Plaintiffs, Mr. Delroy Duncan KC argued that no amendment is necessary and that the relief sought under the Draft Order is not only an answer to questions of construction of the PLP Constitution as pleaded at paragraphs [1(c)-(d)] and [1(f)] of the Originating Summons but is also glaringly consequential to the points raised by opposing Counsel, citing *Robinson v The Parole Board* [2019] SC (Bda) 76 Civ (Subair Williams J, 19 November 2019).

16. Mr. Duncan KC also pointed to the proviso under paragraph [2] of the Originating Summons which states: “*provided that nothing in the foregoing restrains the matters saved by the Constitution*”. He submitted that the relief sought in the Draft Order gives content to the proviso and it gives effect to the declarations prayed in the Originating Summons. At paragraph [42] of the Plaintiffs’ Supplementary Skeleton Argument Mr. Duncan KC submitted:

“...The Court cannot grant the injunction claimed without knowing what the proviso saves. Deciding what “ordinary verification of applications” and “any lawful amendment procedure” mean is therefore not further relief at all; it is part of granting the relief expressly claimed.”

17. Mr. Duncan KC added that the relief sought by the Draft Order also serves as the final form of paragraph [3A] of the 4 September 2026 Order, as varied by the Consent Order of 10 September 2026. Paragraph [3A] provides:

“3A. Until the determination of the questions raised by the Originating Summons herein or further order of the Court, the Defendants, whether by themselves, their servants or agents, or by the Central Committee, the Executive Committee or the Officers or Branches of the Party or any of them, or by any delegates in a Special Delegates Conference, or otherwise howsoever, be restrained from:

(a) Placing on the agenda for the Special Delegates Conference scheduled for 14 September 2026 or any other Special Delegates Conference any resolution passed at the meeting of the Central Committee on 8 September 2026, or any other similar resolution whether made at that meeting or subsequently in relation to or concerning the subject matter of the resolutions passed at the Central Committee meeting on 24 August 2026

(b) Considering, debating, or passing any resolutions, or implementing any such resolution by the [delegates] at the Special Delegates Conference scheduled for 14 September 2026 or any other Special Delegates Conference in relation to or in connection with any resolution passed at the meeting of the Central Committee on 8 September 2026, or any other similar resolution, or any resolution in relation to or concerning the subject matter of the resolutions passed at the Central Committee meeting on 24 August 2026, or any other similar resolution.”

18. Paragraphs [1(g)], [1(h)] and [3], on Mr. Duncan KC’s submissions, hold the Party to the very process described by the PLP’s Chairperson as being the one in use before May 2026.

19. On behalf of the Defendants, Mr. Mark Pettingill urged this Court to refuse much of the relief proposed on the Draft Order on the basis of it containing additional claims and relief. At paragraph [53] of the Defendants’ Consolidated and Supplementary Skeleton Argument Mr. Pettingill argued:

“...The Defendants oppose permission to introduce the contested additional claims. They extend the case from invalid CC Addenda to restrictions on Conference amendment powers and substitute pre-May practice for the admitted pre-Addendum 2026 Process.”

20. Notwithstanding, Mr. Pettingill insisted that the proviso in the Draft Order should remain in place and be sanctioned as an Order of this Court. In relation to the paragraph [3A] point, Mr. Pettingill submitted at paragraph [60] of the Defendants’ Consolidated and Supplementary Skeleton Argument:

“..."

60. The Defendants seek final disposal of the admitted original claim and refusal of the contested additions. The final order should expressly state the disposition of interim paragraph 3A and identify any existing compliance obligations that remain, so that there is no uncertainty about their status. This does not seek or consent to an extension of those obligations, a new supervisory regime, or a standing permission requirement over lawful constitutional governance.”

21. Mr. Pettingill also suggested, implicitly at least, that the Defendants were deprived of a fair opportunity to answer to the issues underlying the relief proposed in the Draft Order. At paragraphs [54]-[55] of his written submissions, he submitted as follows:

“..."

54. The Court should identify the additional issues pursued and afford a fair opportunity to answer them. Battiston v Grant (AU 16–24), Bermuda Court of Appeal, 21 April 2017, paragraphs 25 and 30–31, illustrates the injustice of determination on a materially different case without a proper opportunity to meet it. Prudential Assurance Co Ltd v HMRC (AU 25–29) [2016] EWCA Civ 376, paragraphs 18 and 20–21, distinguishes issues identified in Part 8 evidence from new issues introduced through a late skeleton. The relevant requirement is fair identification and determination of the actual issues.

55. Verification and proposed constitutional change were already in issue before 29 September. The expansion concerns the particular legal conclusions and

operative restraints now sought. Where a new restriction depends on a factual issue not previously requiring determination, the parties must have a fair opportunity to address that issue. The Defendants do not seek by these submissions to revive evidence struck out on 18 September. Where the existing record permits fair legal determination, the Court is invited to refuse the additional relief for the reasons above. [Order of 18 Sept]... ...”

THE VERIFICATION ISSUE

The Membership List

22. In answer to disclosure orders made by this Court, on 11 September 2026, the Second Defendant, Ms. Basden, swore affidavit evidence stating that the Party was unable to provide the final membership list as at 31 August 2026 because “*the procedure to verify & input membership applications [had] not yet been completed.*” Her evidence at paragraph [15] was: “*The membership list must be confirmed in accordance with the Party Constitution and the Membership Process*”.
23. On 16 September 2026, the First Defendant, Ms. Simmons, swore an affidavit similarly stating at paragraph [69] that membership applications were still being verified and processed. At paragraph [70] of Ms. Simmons’ First Affidavit, she stated:

“The approved membership list must be confirmed as per the PLP Membership Process [JDS-3] and in accordance with the Constitution.”
24. Ms. Simmons added at paragraphs [77]-[78] of her First Affidavit:

“The submissions of thousands of new membership application forms and membership dues during the lead up to the scheduled Annual General Conference is at a level that has never been seen before in the history of the Bermuda Progressive Labour Party.

As the Chairperson of the Party, I deem this to be an extraordinary situation, one that the Party Constitution, the supporting processes or Party’s volunteer resources had [not] anticipated.”
25. At paragraph [17] Ms. Basden stated in her Second Affidavit, sworn on 22 September 2026, that as at 21 September 2026, the number of applicants whose applications remained to be verified was 409. At paragraph [18] she added:

“In compliance with paragraph 5 of the Order dated 4 September 2026, as varied, I exhibit marked PSB-19 the final list of persons who became members of the Party in accordance with its Constitution, disregarding the First Addendum, during the 12 months preceding 31 August 2026. This is the completed list provided in place of the incomplete list previously disclosed as PSB9.”

26. The Plaintiffs, however, did not accept that Ms. Basden’s evidence complied with the Orders of this Court. Accordingly, they filed a summons dated 24 September 2026 with supporting evidence in the form of a Third Affidavit sworn by Mr. Dickinson. On Mr. Dickinson’s evidence, the Plaintiffs flagged a discrepancy of 373 members by reference to Exhibit PSB-9 of Ms. Basden’s First Affidavit which disclosed a total count of 1,476 names on the membership list in contrast to the reduced total of 1,103 names exhibited to Ms. Basden’s Second Affidavit.
27. Mr. Dickinson stated at paragraph [16(d)] of his Third Affidavit:

“Not only has no explanation been provided for this reduction in names but, given those 1,476 members had already been verified, I do not think there can be any legitimate basis upon which the membership list in PSB-19 could be less than 1,476.”
28. On the strength of this evidence, the Plaintiffs obtained an Order of this Court on 24 September 2026 directing the Defendants to provide a formatted list of the names of every applicant who applied to be a member of the Party between 1 September 2025 and 31 August 2026. I also made an Order on the Plaintiffs’ summons compelling the Defendants to disclose the names of each applicant who could not be verified and the names of the 409 applicants awaiting verification. Further, the Defendants were directed to serve a separate list of the names of the 373 members that were removed from the PLP membership list between 11 September 2026 and 22 September 2026 and to reinstate those persons to the PLP membership list.
29. Following my Order of 24 September 2026, the Defendants filed the Third Affidavit of Ms. Dawn Simmons. Ms. Simmons produced an exhibit marked JDS-12 which she described to be an Excel spreadsheet of every person who applied for membership of the Party between 1 September 2025 and 31 August 2026. Her evidence was that the spreadsheet was prepared under her direction and that she checked it.
30. In relation to Ms. Basden’s previous evidence of 409 applicants awaiting verification, Ms. Simmons deposed at paragraph [18]:

“Paragraph 1(d) of the 24 September 2026 Order refers to 409 applicants awaiting verification. That figure was the initial manual count of physical application forms held at Party headquarters and was reported in paragraph 17 of Patricia Basden's Second Affidavit. I am informed by Alexander Abbot, who assisted with the subsequent exercise, that 416 physical application forms in that folder were scanned and their details added to the spreadsheet. The spreadsheet shows 263 of those applications in red and 153 in amber. Both groups remain pending verification. The later count is seven higher than the initial manual count. I cannot presently explain that difference.”

31. In answer to the Plaintiffs’ application and the Court’s direction for a separate list of the names of the 373 members that were removed from the PLP membership list between 11 September 2026 and 22 September 2026, Ms. Simmons provided the following comprehensive response at paragraphs [21]-[34] which warrants a full quote:

“The "373 Members Removed";

21) The 24 September 2026 Order describes the separate list as "the 373 members removed". I must respectfully correct this. No member was removed from the Party's membership database because of the preparation of either list. I have administrative access to that database and produced the membership list served on 11 September 2026 (Exhibit PSB-9). The comparison of the lists and the resulting database matches are explained below.

22) It is important to explain the difference between a list and the membership database. The membership database is the Party's record of its members. A list is a report produced by running a search on the database. The list shows the records that match the search on the day it is run. Running a search does not add, delete or change any record. Two searches using different terms will produce two different lists from the same, unchanged database. That is what happened in this case.

23) The figure of 373 is the difference between the 1,476 names on the list served on 11 September 2026 (Exhibit PSB-9) and the 1,103 names on the list served on 22 September 2026 (Exhibit PSB-19). The name comparison prepared for this affidavit reported the following results:

- (a) 1,031 names appear on both lists;*
- (b) 445 names appear on the 11 September 2026 list only; and*
- (c) 72 names appear on the 22 September 2026 list only.*

- 24) 445 less 72 is 373. The figure of 373 is the net difference between the two totals, rather than the number of names appearing on the first list but not the second. The separate list provided at the tab titled "1(e) Separate list" therefore contains the 445 names that appear on the 11 September 2026 list and do not appear on the 22 September 2026 list.
- 25) The two lists differ because they were produced by two different searches of the same database, in response to two differently worded requests.
- 26) I ran the search for the 11 September 2026 list myself. That search returned every person whose record in the database had been created or updated between 1 September 2025 and 31 August 2026. When an existing member renews their membership, their record is updated. This search therefore included existing members who renewed during that period, as well as new applicants.
- 27) The search for the 22 September 2026 list was run by The Party Leader in response to para 4 (b). of the Further Varied Injunction, which required a list of persons who "became members" of the Party in the period. That search returned only records created in the period, that is, new members only. I have checked the 22 September 2026 list against the database and I confirm this.
- 28) As a result, a person who was already a member of the Party before 1 September 2025 and who renewed during the period could appear on the 11 September 2026 list without appearing on the 22 September 2026 list. The database comparison results for the 445 entries are set out in paragraph 29 below.
- 29) The comparison of the 445 names with the membership database reported 434 matches recorded as current, financial members. Their recorded membership expiry dates include 2028, 2029, Life and, in some cases, 2030 to 2032. Those expiry dates do not by themselves establish when each person first became a member. The other eleven entries are marked "To be confirmed" in the spreadsheet because the names have not yet been matched conclusively to database records.
- 30) In para 16 (a). of his third affidavit, Curtis Dickinson asserts that the 1,476 names on the 11 September 2026 list "were said to be the members that had been verified as of 11 September 2026". The presence of those names on that list does not establish that all 1,476 were new members admitted during the specified period.

The First Affidavit of Patricia Basden, which served that list, stated in paras 14 and 15:

"The party cannot provide the final membership list as at 31st August 2026 as the procedure to verify & input membership applications has not yet been completed. The membership list must be confirmed in accordance with the Party Constitution and the Membership Process."

31) My first affidavit stated the same in paras 68 to 70, which Curtis Dickinson himself quotes in para 11 of his third affidavit. Those paragraphs explained that verification and processing of outstanding applications remained incomplete. They did not establish that every person on the list was a new member admitted during the specified period.

32) In para 18 of his third affidavit, Curtis Dickinson asserts that the Party has "omitted and excluded 373 individuals that were verified members" from the membership list. This is factually incorrect for the reasons set out above. No one has been omitted or excluded from the Party's membership database. The difference between the two lists is a difference in the search that was run, not a difference in the Party's membership.

33) I confirm that no record in the membership database has been deleted, suspended or altered in the course of preparing any list served in these proceedings. No member has lost any right of membership. As stated in para 6 above, there has been no removal and there is nothing to reinstate.

34) At no time before this application was made did the Plaintiffs or their attorneys ask the Party why the two lists differed. Had I been asked, I would have given the explanation set out above."

32. Ms. Simmons explained that she used two sets of records to prepare the spreadsheet under her exhibit marked JDS-12: (i) the membership database and (ii) the application forms and online application receipts held at the Party's headquarters for applications which had not yet been entered into the database. In respect of the latter, Ms. Simmons's evidence to this Court was that the Membership Secretary keeps these application forms in separate files according to their status. She said that each form was read and the applicant's first and last name and date of birth were copied from the form and uploaded to the spreadsheet. Ms. Simmons informed this Court on her written evidence that these forms were scanned and inputted by members of the Party under her supervision and direction.

33. It is disclosed on Ms. Simmons' evidence that the total count of all (new) applicant names (the status of the applications being identifiable by a colour-coding used for the spreadsheet) was 3,112. At paragraph [12] of Ms. Simmons' Third Affidavit, she stated that 118 named applications were missing entries for the date of birth line because that information had not been provided on the membership application forms. A total of 39 of the 118 names were said to be in the membership database and the remaining 79 applicant names were held at the Party's headquarters awaiting entry into the database. Further, the list is said to show 15 additional names, in which the dates of birth were partly legible on the application forms.
34. At paragraph [14] Ms. Simmons stated:
- "Verified" means that the Party has checked that the membership fee for the applicant has been received. "Confirmed" means that the Party has contacted the applicant, either by telephone or by email, and the applicant has confirmed that they applied for membership and that the details on their form are correct. These are the two steps required by the Membership Process. Once both steps are complete, the applicant is entered in the membership database. Every one of the 2,635 persons shown in green has been entered in the database. That is how I know that their applications have been verified and confirmed."*
35. Ms. Simmons' evidence was that a total of 263 applicants could not be verified. Those names are shown in the colour red on the spreadsheet produced under her exhibit marked JDS-12. At paragraph [16] Ms. Simmons said:
- "The red category identifies 263 applicants whom the Party attempted to contact using the telephone number or email address on the application form, but had not been able to reach as at the date of the spreadsheet. Their verification could not yet be completed. The attempted contact and its result were recorded on the forms. These applications remain pending in the Party's records; they have not been rejected merely because contact was unsuccessful. The applicants have not yet been entered as confirmed members in the membership database."*
36. An amber category was assigned to 152 other applications in respect of which Ms. Simmons said verification remains outstanding. She said that these forms are held at the Party's headquarters and were not rejected on the basis of verification being incomplete.
37. The rejected applications appear in the grey category which contain a total of 61 names. Ms. Simmons stated at para [20] of her Third Affidavit:

“The tab titled “1(a) All applicants” also contains 61 names shown in grey. An application was received in each of those names, and they are included in the complete list required by paragraph 1(a) of the Order. These applications are recorded by the Party as rejected and therefore are not marked green, red or amber. The same 61 names appear on the separate tab titled “Rejected applications”. ”

38. At paragraph [7] of Ms. Simmons’ Fourth Affidavit, she stated the list she provided under exhibit JDS-12 to her Third Affidavit is complete for the relevant 12-month period and was prepared without regard to the First Addendum. She reiterated: *“no person was omitted from it by reason of the First Addendum or of any objection made or purportedly made under it”*.

39. On 1 October 2026, the Plaintiffs filed evidence sworn by Ms. Tyanika Basden on 30 September 2026 in which she stated at paragraphs [3]-[5]:

“... ”

3. *I confirm that I joined the PLP on July 27, 2026 using the ‘by hand delivery process’ and I confirm my membership fee was paid.*

4. *I have been advised by the Curtis Dickinson Campaign Team that I am not confirmed in the PLP Membership Database as a member in good standing but have been identified in the “could not be verified” category.*

5. *I can confirm that I am over 18, I have paid the membership fee and submitted the application form and should be a member in good standing of the Progressive Labour Party.”*

40. Evidence sworn by Mr. Anthony D. Webb on 30 September was also filed by the Plaintiffs on 30 September 2026. In similar terms to Ms. Basden’s evidence, Mr. Webb also stated at paragraphs [3]-[5] in his evidence:

“... ”

3. *I confirm that I joined the PLP on July 16, 2026 using the ‘by hand delivery process’ and I confirm my membership fee was paid.*

4. *I have been advised by the Curtis Dickinson Campaign Team that I am not confirmed in the PLP Membership Database as a member in good standing but have been identified in the “awaiting verification” category.*

5. *I can confirm that I am over 18, I have paid the membership fee and submitted the application form and should be a member in good standing of the Progressive Labour Party.”*

41. This evidence was succeeded by the Defendants’ filing of the First Affidavit of Mr. Alexander Abbott, sworn on 5 October 2026. Mr. Abbott stated that he is the Deputy Chairman of the Party and a member of the Party’s Executive Committee. He explained that he assisted the Party in preparing the lists of applicants in answer to the Order of this Court made on 24 September 2026 and that on 25 and 26 September 2026 he attended the Party’s headquarters and personally scanned the physical application forms categorised by (i) “applications awaiting verification”; (ii) “applications where the applicant could not be reached at the contact details on the form”; and (iii) “applications which the office had marked as rejected”.
42. Mr. Abbott stated that he was asked by the Defendants’ attorneys to establish whether any of the persons named on the rejected application forms also appear on Mr. Dickinson’s record of members signed up by his campaign. In carrying out this exercise, Mr. Abbott stated that he used software to assist with the comparison before he personally checked each match himself “by eye”. He said that he treated the names as a match only where both the first and surnames were the same or where they differed only by a single letter such that he could still be satisfied that it was the same name, notwithstanding a minor difference in spelling.
43. The result of Mr. Abbott’s comparative exercise is disclosed in his exhibit marked “AA-1”. Mr. Abbot explained that exhibit AA-1 is a schedule listing each of the application names which were rejected by the Party. Essentially, the rejections noted in the schedule are grounded on an absence of the named applicant’s knowledge and consent to an application for membership being submitted. Each of these 20 names is said to also be listed on Mr. Dickinson’s record of the applicants signed up at his campaign events. Of those 20 names listed, 17 are noted to qualify as a full name match with Mr. Dickinson’s records and the remaining 3 names are noted to match but for a variation of the spelling of the name.

Attribution

44. It was suggested on Mr. Pettingill’s submissions to this Court that the Defendants were challenged to correlate bulk subscription payments made and or sent by Mr. Dickinson’s campaign to individual-named applicants. Mr. Pettingill highlighted Mr. Dickinson’s evidence that his campaign signed up 1,822 members to the Party. The

fact of this is founded by the following statement from Mr. Dickinson's Third Affidavit at paragraph [21]:

"My Campaign has kept meticulous records of every individual who it signed up to become members of the Party. My Campaign signed up 1,822 members to the Party. I now exhibit a complete list of those individuals at pages 90-117."

45. Mr. Pettingill contended that the Party was at pains to identify which of the applicants were agreeably and knowingly benefactors of a payment made on their behalf by the Mr. Dickinson's Campaign. He submitted that this was supported by Ms. Simmons' Third Affidavit where she confirmed the Party's receipt of five incoming transfers totaling \$45,845.00 from the personal bank account of the Fourth Plaintiff, Ms. Winifred Stevens.
46. However, Ms. Simmons did not assert on her evidence any confusion about the identity of the applicants on whose behalf payment was made. Ms. Simmons' evidence was that the Party's 24 July 2026 count confirmed 679 application forms, 655 of which were general membership applications and 24 of which were lifetime membership applications. The total dues in respect of those applications were thus \$18,775.00 (\$25.00 for general membership and \$100.00 for lifetime membership). Ms. Simmons exhibited the corresponding incoming transfer of \$18,775.00 dated 28 July 2026 under the description "CLO [CLD] Camp Registration fees." Ms. Simmons stated that she understood that description to refer to Mr. Dickinson's campaign membership registration fees.
47. The Plaintiffs were granted leave, at Mr. Duncan KC's request, to file additional evidence to address the issue of attribution only. Leave was also given to the Defendants to file reply evidence, if necessary.
48. Against that background, a Second Affidavit sworn on 5 October 2026 was filed by the Fourth Plaintiff, Ms. Winifred Stevens. In her evidence, she described herself as the "Membership Team Lead for the Dickinson Campaign". At paragraph [4] of her evidence she stated:

"I make this affidavit to address the specific issue of whether payments made to the Party Headquarters on behalf of members of the Party signed up in the year preceding 31 August 2026 were attributable to specific members."
49. Ms. Stevens told this Court on her written evidence that the "Curtis L. Dickinson Campaign" held 16 separate campaign events where Mr. Dickinson delivered his

address and vision for Bermuda. Those events are said to have taken place over a four-month period, from 27 April 2026 to 25 August 2026. Ms. Stevens' evidence was that at each campaign event Party membership forms were collected from on-site team members. In her words, at paragraph [6] she said:

“At each event Party membership forms were collected from team members who were on site to facilitate Bermudians signing application forms to join the Party and have their voices heard. Team members were also active in neighbourhoods and constituencies across the island signing up interested new Members. There is now produced and shown to me ...a spreadsheet which a spreadsheet which shows each event we hosted, the number of attendees and the number of new Members signed up at that event.”

Ms. Stevens said that the forms were reviewed to ensure compliance and that the constituency number was recorded on each form. Explaining their record keeping practices, Ms. Stevens told the Court on her affidavit evidence that the membership forms were scanned to Mr. Dickinson's Campaign Portal under the name of the person who submitted them or the event from which they were collected. At paragraphs [8]-[10] of Ms. Stevens' evidence, she said:

“The information was entered into spreadsheets numbered by constituency 1-36. The information on the spreadsheet included the name of the applicant, Constituency number, amount paid, whether life (\$100) or 3 yrs. (\$25). Those spreadsheets are exhibited at Pages 2-44. To the extent that there is any issue of attribution, those spreadsheets make it crystal clear.

A summary spreadsheet was also prepared with the total number of forms submitted by constituency, the amount paid for life and 3 yrs.

The membership application forms were assembled in constituency order from 1-36 with the forms for each Constituency clipped together and further placed into Folders.”

50. Ms. Stevens then set out the steps which were carried out in submitting the first of other bulk application form submissions. She said the she, along with their Campaign manager, Ms. McKeisha Smith, met with the PLP Secretary, Ms. Tammy Robinson, on 24 July 2026 at the PLP Headquarters. She explained that she laid out the forms and supporting documents and gave Ms. Robinson an overview of how they were sorted. At paragraph [13] of her evidence, she said:

“...While the forms were submitted and the payments were effected by me, it is incorrect to say that the Campaign paid for all the applicants. The forms were provided in a folder so that they would not get mixed with other forms; there was a summary on top for the forms in the binder by constituency and the payment was made per that batch of forms in the binder.”

51. Ms. Stevens said that payment in the amount of \$18,7775.99 was executed on 28 July 2026. At paragraphs [15]-[17] she explained the methodology employed in the submission of the applications forms and subscription payments:

“...

15. ...I repeat that although the forms were submitted and the payments were transferred by me, it is incorrect to say that the Campaign paid for all the submissions. It was followed up with an email to PLP Treasurer, with a copy to Tammy Robinson, and various members of the of the CLD Campaign committee. Using the first drop at PLP HQ as an example, the spreadsheets with individual applicant names can be linked to the summary sheet that was provided to Party HQ which included the total amount to be paid. For example, there were 16 membership forms in the package for C1. The corresponding number of 16 applications is listed on the summary page that accompanied the 679 applications. For the first submission we also included a cover sheet that included each person named and whether that person was applying for a life or a regular membership. It was absolutely clear which Member was being paid for.

16. I then, as the Dickinson Campaign’s Team Lead on Membership, followed up in an email to Ms. Robinson asking if there were any issues with our forms and there was no response. The Party has not once raised an issue about there being any difficulty attributing payments to the individual applicants.

17. We followed similar processes for the additional four times up until 31 August 2026. For each of the remaining submissions we had cover sheets confirming the number of new Members per constituency and the number of Life and Regular Membership forms in addition to the Forms themselves. These totals directly relate to transfer of Funds on each occasion.

- a. Submission Two 581 Members*
- b. Submission Three 335 [Members]*
- c. Submission Four 83 [Members]*
- d. Submission Five 80 [Members]*

... ..”

46. Ms. Stevens denied that Mr. Dickinson’s campaign paid the full sum of \$18,7775.99 transferred to the Party in the form of membership fees correlating with the applications submitted. On that point, it was not disclosed on the evidence before this Court what monetary portion of the fees, if any, was sponsored by Mr. Dickinson or Mr. Dickinson’s campaign. However, the issue before the Court was not whether Mr. Dickinson’s campaign sponsored a small or significant portion of the \$18,7775.99 but more so whether the source of the payment was relevant to the issue of attribution in circumstances where the membership application can be properly verified and attributed to the named applicant.
47. Notwithstanding, on the issue of subscription sponsorship, the Plaintiffs filed evidence sworn by The Hon. Wayne L. Furbert, JP, MP, a current member of the Party of 15 years and an elected Member of Parliament. In defence of any suggestion of impropriety against Mr. Dickinson’s campaign related to the suggestion of sponsorship of membership dues, Mr. Furbert stated at paragraphs [7] – [11]:

“... ..

7. *It is common practice for membership subscriptions required by the PLP to be paid by someone other than the member.*
8. *From my personal knowledge I am aware that current PLP Members of Parliament have funded subscriptions for PLP members. Based on my personal knowledge and involvement, many MPs signed up and assisted individuals with membership fee, i.e. paid the subscription fee on their behalf.*
9. *I have also assisted individuals financially in becoming members of the Party since 2011 to 2026.*
10. *It is the custom and practice of the Party to assist individuals in Branches to become members. This was known by every MP and the executives of the Party.*
11. *David Burt became party leader in November 2016 following Marc Bean’s departure. My recollection is that PLP Members of Parliament supporting Mr. Burt paid for additional members to join the party to strengthen their branches and increase the delegate representatives supporting his candidacy. I also recall PLP Members of Parliament paying for people to join the party as members in support of Mr. Burt[’]s campaign for leadership of the Progressive Labour Party against Curtis Dickinson in 2022. Individuals assisted others in becoming*

members because they understood that each branch was entitled to one delegate for every 20 members, or part thereof, and that delegates participated in the party's leadership elections."

48. Further, on the issue of the source of payment of subscription fees, evidence was filed by The Hon. Renee Ming JP, MP, another long-term member of the Party (25 years) and elected member of Parliament. Ms. Ming stated that she has served on and participated in various organs of the Party and has thereby acquired substantial experience in relation to the Party's internal structures, procedures and governance. At paragraphs [7]-[9] she stated:

7. *"When I joined the PLP, Dame Jennifer paid my membership subscription on my behalf. This was done with my full knowledge and consent. I completed and signed the required membership application, thereby confirming my desire and intention to become a member of the PLP. Dame Jennifer then paid the required subscription for me.*
8. *There was nothing secretive about that arrangement. I had expressly chosen to join the Party, I completed and signed the application, and another person paid the financial subscription on my behalf. To the best of my knowledge, no issue was raised at that time suggesting that my membership was invalid or improper merely because the subscription had been paid by Dame Jennifer rather than personally by me.*
9. *In the years since joining the PLP, and particularly during my service as an elected representative, I have myself paid membership subscriptions on behalf of other persons. As a Member of Parliament, I regularly use my own resources to assist members of my constituency and the wider community in various ways. One such practice has been assisting senior citizens with their PLP membership subscriptions."*

49. And at paragraphs [14]-[16] Ms. Ming stated:

"From my more than twenty years of involvement with the PLP, including my experience as an ordinary member, Party activist, Senator, Member of Parliament and Minister, it has been my experience and understanding that payment of another person's membership subscription is not a new practice within the Party. I have known the practice to occur over many years, including politicians, Party members and others assisting persons who wished to become or remain financial members of the PLP by paying their subscriptions for them.

I have never understood there to be a Party rule that requires the \$25 membership subscription to originate from a bank account, credit card or other funds belonging personally to the applicant. Nor, during my years within the Party, have I understood the mere fact that one person pays the subscriptions of several consenting applicants to render those applicants invalid as members.

What has always been important in my understanding and practice is that the individual actually wishes to become a member, knows that an application is being made on his or her behalf or completes the application personally, and has given the necessary consent or authorization. That distinction is important. Paying another person's membership subscription with that person's knowledge and consent is materially different from purporting to enrol a person who has not applied, has not consented, or does not exist."

50. Having been served with the Plaintiffs' additional evidence, Mr. Pettingill, appearing to concede the attribution point, agreed that it was unnecessary for the Plaintiffs to file further evidence as to the original source of payment of the remaining four transfers contributing to the total sum of \$45,845.00 paid in by Mr. Dickinson's campaign.

The 2026 Membership Process Document

51. This Court is asked to determine whether the Defendants, in verifying the new membership application forms submitted within the 12-month period leading up to 31 August 2026, are lawfully entitled to apply the 2026 Membership Process (the "Membership Process") which was approved by the Central Committee in its meeting of 13 July 2026
52. The Membership Process, as exhibited to the First Affidavit of Ms. Simmons and the Second Affidavit of Ms. Basden, provides as follows:

"Membership Process (New)

- 1. Membership applications can be submitted by either i) completing the membership application form, or ii) via The PLP website.
All applications must be fully completed and signed by the individual registering their interest. Membership fees will be verified by the Party before any membership application is processed and/or confirmed.*

2. *Once payments are verified, applications are provided to the membership secretary.*
 3. *All confirmed applications are uploaded into the Party's members/voters' tracking system.*
 4. *All requests for membership lists must be sent to the membership secretary."*
53. As noted further above, Ms. Simmons stated in her First Affidavit at paragraph [70]: *"The approved membership list must be confirmed as per the PLP Membership Process and in accordance with the Constitution"*.
54. In her Third Affidavit Ms. Simmons outlined the relevant background to the formation and the Central Committee's approval of the Membership Process. Ms. Simmons explained that the number of new member applications for 2026 far exceeded the total seen in the preceding ten years. She said that new membership records between 2016 and 2025 ranged from 41 to 271 per annum while the corresponding total for 2026 was 1,103. At paragraphs [65]-[69] she said:
- "...
- 65) *The Executive Committee, under my direction and in response to the unprecedented volume of application forms received, the concerns raised about the validity of some of these forms and the Party's requirement to be compliant with banking regulations (including identifying sources of income), directed the creation of a sub-committee to review the membership process.*
 - 66) *This sub-committee was created in May 2026, and comprised of the following persons:*
 - a. *The Membership Secretary*
 - b. *The Secretary General*
 - c. *The Assistant Secretary General and*
 - d. *The Organizer*
 - 67) *This sub-committee was tasked with reviewing the Party's membership process, and bringing recommendations for any proposed changes to the Executive Committee.*
 - 68) *The recommendation from the sub-committee was that the Membership Process had to include two key elements:*

- a. The verification of the payment of membership dues, and,
- b. Confirmation of the application form.

69) The Membership Process reflects these two recommendations:

1. ...Membership fees will be verified by the Party before any membership application is processed and/or confirmed."
2. Once payments are verified, applications are provided to the membership secretary".
3. All confirmed applications [applications] are to be uploaded into the Party's members/voters tracking system."

55. Ms. Simmons stated that the Membership Process was ratified by the Central Committee at its meeting held on 13 July 2026. The Minutes for the 13 July Central Committee meeting, as exhibited to the First Affidavit of Ms. Basden, provided in relevant part:

"The membership process (see file attached) that was presented during the June 22, 2026, [Central Committee] meeting was raised. After a lengthy discussion the membership process was presented. Ms. Iesha Musson made a motion for the process to be approved, and the motion was seconded by Mr. Roderick Burchall. The motion passed."

56. In Ms. Basden's Second Affidavit, sworn on 22 September 2026, she exhibited the updated minutes of the Central Committee's meeting of 13 July 2026. Paragraph [11] of the updated minutes provides:

"... ..

The Chairperson drew members' attention to the principal provisions of the Process: membership applications may be submitted either by completing the membership application form or through the PLP website; all applications must be fully completed and signed by the individual registering their interest; and membership fees will be verified by the Party before any membership application is processed and/or confirmed.

By way of explanation of the August 31, 2026, deadline, the Chairperson advised that the Party office closes at 4:00pm., so that any paper membership form handed in at the office on August 31 must be received by 4:00pm; and that online applications must

be submitted so that the NationBuilder timestamp shows August 31 – a submission recorded as September 1 is after the deadline.

The Chairperson reminded members that Central Committee had already passed a date for the Annual Delegates Conference by which the Membership Secretary is required to present Branches with their membership lists, and that a bulk of applications received on August 31 could affect her ability to do so. The earlier forms are received, the greater the opportunity for the Membership Secretary to vet them; the Party does not want people to lose the opportunity to become members because a form was incomplete or not signed properly. Members were asked to assist the Membership Secretary so that she can meet her deadline for membership lists, which must also be checked for deceased members.

Andrea Famous asked that any member submitting an online application on another person's behalf enter that person's own email address, so that the applicant receives the confirmation email and is aware that an application has been submitted in their name. The Chairperson agreed, explaining that where the name and the email address do not correspond, the office must telephone the applicant to verify, and that the Membership Secretary had already spent a great deal of time verifying applications.

The Chairperson stated that the person who is becoming a member must be the person who completes the application and hands it in, and that an incomplete application will not be accepted. Applications lacking required particulars, such as date of birth or full address, are returned. Where an applicant has no email address and the name does not correspond to the address given, the office telephones the applicant and asks whether the application received on their behalf is theirs. Particulars are checked against the voter registration list and verified with the applicant where they do not correspond.

In answer to a question, the Chairperson confirmed that membership lists are produced by the Membership Secretary and that there had been some delay in providing lists during a period of high volume; persons requesting lists were now receiving them in a timely manner.

The Chairperson recorded that at the June 22 meeting it had been agreed that any feedback from Branches on the Process was to be submitted by July 7, 2026 for discussion at this meeting; that none had been submitted; and that the Process therefore stood as presented for approval at this meeting.”

57. Ms. Basden also exhibited the minutes for the Central Committee’s meeting of 24 August 2026. Mr. Duncan KC pointed to the Party Leader’s statements found under the subtitle “Motion #1 – Eligibility to serve as a Branch Delegate” to establish what was accepted to be the current position as to the operation of the Membership Process. The recorded minute is as follows:

“...Mr. Arthur Pitcher asked when a person becomes a member for this purpose – on paying dues, or on acceptance – and why, if the Party knew that applicants were of other political persuasions, it accepted them as members rather than returning their money. The Party Leader, on a point of order, stated that under the current Membership Process approved by the Central Committee, whether the applicant is an OBA member, an FDM member, a former election agent or otherwise, a person who signs up, submits the form and pays the \$25 becomes a member; that this was what happened currently; and that his own motion, to come later, would deal with that matter separately.”

58. The Membership Process, as described by the Party Leader, was also recognised by former Party Leader and Premier, Ms. Paula Cox, for Constituency 9. In respect of the statements she made at the 24 August 2026 Central Committee meeting, the minutes include the following note:

“Ms. Paula Cox, Constituency 9, said her branch had not had an opportunity to discuss the motion; that it had just signed up two committed new members who would benefit from the opportunity to serve as delegate or alternate; that the real issue was the apparent automatic acceptance of anyone who submitted a membership form; that the Party should look at having a vetting process so that acceptance was not automatic, which would allow the concerns about former OBA members and others to be dealt with; that it was the criteria for eligibility that needed addressing rather than a bar on delegates...”

59. It is stated in the minutes that the Party Leader then outlined a motion he would bring in the future which would allow for objections to be made by branch chairs and secretaries or Members of Parliament against membership applicants who had been candidates for or had served on the campaigns of other political parties *“with a review process and disputed memberships coming to [the] Central Committee for decision”*.
60. The minutes for the 24 August 2026 meeting include a standalone section entitled *“An Open Discussion around the vetting process”*. It is noted in the minutes that the Chairperson, Ms. Simmons, spoke about the importance of obtaining “a real

signature” on new membership application forms as part of the verification process. The note provides:

“Chairperson stated that verification is confirmed from contacting the individual. Chairperson Simmons further explained that when we approved the process for membership, there was a process for paper membership, and there’s a process for online. We are verifying online by phone as well. She added that we dealt with the membership process as part of the central committee. You have the online signup until 11:59 p.m. Paper application, you can come to the office up to 5:00pm”.

61. It is stated that Ms. Simmons also provided assurances in the meeting that all best efforts were being made to contact applicants since July, but challenges arose in this respect.
62. Other members of the 24 August 2026 meeting spoke about verification. Ms. Iesha Musson is noted to have stated: *“...we’re spending a good amount of time having to verify each application because it’s coming in mass.”* The note continues: *“She added that there is a verification process. It would be easy if a person put[s] the information in, and then we know you’re a real person with a real address.”*
63. The final portions of the minutes recording the Central Committee’s meeting held on 24 August note an open discussion around the vetting process. The minutes state:

“Mr. Ming sought clarity and asked if one signed up on August 30th what would be the process for a new or a prospective member to be considered for membership? Chairperson Simmons replied, [Central Committee] did not provide a time frame; they provided a process.

Mr. Ming commented that we just passed something earlier tonight, and we did not consider what the period was. You said you’re going to vet these people and he wants to know how long the vetting period is because in the proposal we said that there’s a period in which the application is going to be considered. How long is it.

Minister Desilva explained and gave an example, if you hand in an application on August 29th at two in the afternoon, the deadline is August 31st. So that vetting period for that application will be two and a half days. If you hand it in three weeks before, you have seven days of vetting. What we’re doing with every application, we have a group of ladies volunteering to process those applications when they come in, they call the individual and email to verify that the person filled out the form to become a member of the party.

The Deputy Leader further explained that a person who walks into headquarters with their own form and their own money is verified at once; that where somebody else brings in a form and the office is not sure who the applicant is, the applicant is called, and if the applicant confirms their name, address, date of birth and that they agreed to become a member, the signature on the form is treated as a real signature, whereas if the applicant says they do not live at the address given the form has to be investigated; that where a number was not in service the Party would also try WhatsApp for the Party's cell phone, as soon as the persons answers they are verified; and that this was why members had been asked not to wait until August 31 to bring on other persons' forms, some persons who had signed up in June, whose forms were not handed in until later, having called the Party to complain that they had heard nothing."

64. Under the heading "Motion #2 – Addendum to Membership Process" it states: *"The leader presented an addendum motion on the approved CC Membership process resolution... ..The resolution....recites that the Central Committee had previously approved the 2026 Membership Process, under which membership is confirmed following the submission and processing of a valid application..."*

The PLP Membership Application Verification Guide Document

65. The existence of a PLP Membership Application Verification Guide (the "Verification Guide") was introduced in the evidence before this Court by the Second Affidavit of Ms. Basden. Ms. Basden's evidence states at paragraph [16]:

"In compliance with paragraph 3 of the Order dated 18 September 2026, I exhibit marked "PSB 18" the Membership Verification Guide setting out the particulars of the verification process that has been, and continues to be, undertaken."

66. At that stage of these proceedings, the Plaintiffs complained that no information was provided by Ms. Basden in her evidence as to provenance of the Verification Guide. In her Second Affidavit, Ms. Basden did not speak to the circumstances under which the Verification Guide was or might have been created, approved or implemented. No mention of even the existence of the Verification Guide was made in either the minutes of the 13 July or the 24 August 2026 Central Committee meetings when the subject of a verification process was under focus. On that basis, the Plaintiffs contended that the Verification Guide had no lawful governance over the vetting process in respect of new membership applications submitted in the 12-month period leading up to 31 August 2026. The Plaintiffs argued that the Defendants were instead bound by the Defendant's pre-May practice by which they would only call on an

applicant if the application form was incomplete for the purpose of confirming the missing detail from the membership form. That practice is said to have pre-dated the practice described in the Membership Process which was approved by the Central Committee on 13 July 2026 and the Verification Guide which was created on 20 September 2026 to record a revised practice which had taken effect in May 2026.

67. At paragraph [4] of the Plaintiffs' summons dated 24 September 2026, they sought, *inter alia*, an Order in the following terms:

"The Defendants shall, by 12pm on Monday, 28 September 2026, swear an affidavit containing the following information:

(a) The author of the Membership Verification Guide;

(b) The date the Membership Verification Guide was created and/or first made known to the Defendants;

(c) The date on which the Membership Verification Guide was implemented;

(d) The authority under which the Membership Verification Guide was created and implemented..."

68. In answer to the Plaintiffs' 24 September 2026 summons I made an Order on the same date, attaching a Penal Notice. At paragraph 3 of my Order, I directed the Plaintiffs to provide the information on the Verification Guide in the terms prayed in the summons.

69. These questions were addressed by Ms. Simmons on 28 September 2026 in her Third Affidavit. Ms. Simmons informed the Court that she had commissioned the creation of the Verification Guide as a means of providing this Court with the particulars of the verification process which had already been in place since May 2026. She emphasized that the Verification Guide was not created to establish any new practice for the vetting of the new membership application forms.

70. At paragraphs [35]-[41] of Ms. Simmons' Third Affidavit she said:

35) "In response to para 3(a) of the 24 September 2026 Order, I confirm the author of the Membership Verification Guide ("Guide") was Lauren Bell. In my capacity as Chairperson, I asked Lauren Bell for her assistance in documenting the verification process that is currently being used by the Party.

36) *This Guide was created to comply with para 2 of the Order dated 18 September 2026 (“the Further Varied Injunction”), requiring the defendants to:*

“include particulars of the exact verification process that has been, and continues to be, undertaken...”.

37) *In response to para 3(b). of the 24 September 2026 Order, I confirm that the Guide was created on 20 September 2026 and presented to me for my review and approval. After this review, I approved the document to be included in the Party’s response to the Order dated 18 September 2026.*

38) *I confirm that the Guide is an accurate reflection of the process currently being used by the numerous volunteers assisting the Party with receiving, receipting, verifying, and processing the membership applications forms that have been received by the Party’s headquarters.*

39) *In response to paragraph 3(c) f the 24 September 2026 Order, the written Guide was not implemented as a new verification procedure. It was created on 20 September 2026 to record the procedure then being followed. The practice of calling applicants to confirm the details on their forms had been used since May 2026 – prior to this we would only call if the form was incomplete to confirm details.*

40) *In response to paragraph 3(d) of the 24 September 2026 Order, I asked Lauren Bell to prepare the Guide and approved it for inclusion in the Party’s response to the Order dated 18 September 2026. The Central Committee approved the Membership Process in July 2026. The Guide recorded the practice being followed under that Process; it did not itself introduce an additional verification requirement*

The Membership Process specifically references the “verification” of the payment of membership dues, and the “confirmation” of the application form...”

71. Rebutting Mr. Dickinson’s evidence that the Verification Guide is contrary to the PLP Constitution and the approved Membership Process, Ms. Simmons stated at paragraph [45] of her Third Affidavit:

“I assert that this is factually incorrect. The verification has been conducted in accordance with the Membership Process ratified by the Central Committee....”

72. In the opening statement of the Verification Guide exhibited to Ms. Basden's evidence, its "purpose" is stated as follows:

"Ensure applications are complete, genuine, paid for, verified, and accurately recorded."

73. Thereunder, the Verification Guide is divided into two principal sections, namely "Process 1: Online Applications" and "Process 2: Paper Applications". The Plaintiffs' primary claim is that the Verification Guide, in its entirety, is invalid. In respect of the online application process stated in the Verification Guide, the Plaintiffs particularly object to paragraphs [5],[6],[13] and [14] which provide:

"...

5. Review the application and note any red flags (see below).

6. Contact the applicant via phone using the telephone script below

("Telephone verification script for online applications:

Good morning/afternoon.

May I speak with [Applicant's Name], please?

How are you today?

My name is _____, and I am calling on behalf of the Progressive Labour Party.

I have a membership application here for you that is to be processed but I need a few details from you please.

Kindly confirm your date of birth and your email address.

Thank you for confirming the details and thank you for your support.")

7. ...

8. ...

9. ...

10. ...

11. ...

12. ...

13. If there is an indication that the online application was made by a representative of a candidate running in the upcoming leader or deputy leader election e.g., an identifiable email address included on the application, notify the candidate and the official representative of the candidate's team via email. Report that the application cannot be verified, explaining the reason why (see categories below). Advise a copy of the application can be collected for further

verification by addressing any outstanding issue and re-submitting the application to HQ for review.

14. If verification cannot be confirmed, these applications are not processed further.”

74. Paragraphs [13] and [14] under “Process 1: Online Applications” are repeated in the “Process 2: Paper Applications” section at paragraphs [12] and [13] in respect of applications received by a third party.
75. The “Process 2: Paper Applications” section also directs the Party’s administrative assistants to “note any red flags” in respect of applications received by a third party and to use the above-quoted telephone script to confirm that the person telephoned did indeed make an application for membership.
76. The “Red Flags – Check Before Confirmation” section is a table of briefly stated issues and corresponding action to be taken. It provides:

<i>Issue</i>	<i>Action</i>
<i>Email appears inconsistent with applicant’s name</i>	<i>Contact applicant to confirm the email address is correct and authorised</i>
<i>Paper form not signed</i>	<i>Return for applicant’s signature</i>
<i>No contact information</i>	<i>Return form for completion, cannot verify</i>
<i>Street address not found in Government records</i>	<i>Ask applicant to clarify; verify the corrected address</i>

See Appendix I for actual examples of forms containing red flags.

77. Also, under the “Red Flags – Check Before Confirmation” section, there is a second table entitled "Four Categories of Unverified Applications" which provides:

<i>Category</i>	<i>When to use</i>
<i>Did not agree to join</i>	<i>Applicant says they did not apply or agree to join</i>
<i>No contact- telephone out of service</i>	<i>Telephone number is disconnected or out of service.</i>
<i>No contact- unable to leave message</i>	<i>Call made; applicant not reached and no message could be left</i>
<i>Message left – no return call</i>	<i>Message left but applicant has not returned the call.</i>

THE RETROSPECTIVITY ISSUE:

78. Mr. Duncan KC submitted that a general power of amendment does not extend to alterations outside the contemplation of the members when they joined, and such an alteration does not bind a member who has not assented to it. He submitted that any amendment adopted after 31 August 2026 removing the rights acquired by any applicant who obtained or was entitled to obtain membership on or before 31 August 2026 would fall outside the ambit of Article X of the PLP Constitution. That, Mr. Duncan KC argued, is because membership is governed by the legal principles of contract law which require the contracting parties to have agreed to the terms of the contract.

79. Mr. Pettingill, however, objected to the following declaratory relief proposed by the Plaintiffs on its Draft Order:

Paragraph 1(d): “*Article VIII of the Constitution does not confer upon any organ of the Party a power to prescribe criteria for admission to membership or to reassess a membership already processed or confirmed.*”

Paragraph 1(i): “*Any future amendment by Article X of the Constitution or Clause 18 of the Bye-Laws with the purpose or effect of retrospectively removing any accrued rights from members of the Party or purporting to remove an individual member (or members) of the Party that applied for membership on or prior to 31 August 2026 is ultra vires, void and of no effect.*”

Paragraph 4: “*No future amendment by Article X of the Constitution or Clause 18 of the Bye-Laws, with the purpose or effect of retrospectively removing any accrued right(s) from any member or members of the Party or purporting to remove an individual member (or members) of the Party that applied for membership on or prior to 31 August 2026, shall be referred to on any agenda, raised in any meeting, voted on or adopted by delegates without prior approval of the Court on 48 hours’ notice to the Plaintiff’s attorneys.*”

80. The Defendants’ overarching position, as this Court understood Mr. Pettingill’s submissions, is that the Defendants are not barred from convening a Special Delegates Conference to later amend the PLP Constitution and the Bye-Laws (alternatively, the “Rules”) so to restrict the entitlement of new members from being selected as a branch Delegate. Otherwise put, it remains open to the Defendants to amend the PLP Constitution and or the Bye-Laws to give effect and governance of the Second

Addendum over new members whose applications were submitted by 31 August 2026. At paragraph [42] of Mr. Pettingill’s written submissions he stated:

“The 8 September motion and circulated text propose additions to Clause 8, Section I: CLD-3, pp. 88–89. The text is an enabling amendment, rather than the full one-year qualification and implementing election procedures now contemplated. The Court is invited to analyse the actual text and established consequences, without treating every fresh constitutional enactment as retrospective affirmation of the void August resolutions. [Motion of 8 Sept and proposed amendment, CLD-3 pp. 88–89; Dawn Simmons’ Third Affidavit, paragraphs 84–89]”

81. Citing *Society of Lloyd’s v Robinson* [1999] 1 WLR 756, Mr. Pettingill argued that there is no absolute rule that an amendment power cannot alter existing rights. He pointed to Article X of the PLP Constitution and Clause 7, Section II of the Bye-laws as supporting authority for the proposition that the permissibility of retrospectivity is evidenced by the fact that PLP members join a representative constitutional system in which a pre-existing Annual General Conference or a Special Delegates Conference is empowered to amend the rules. At paragraph [40] of his written submissions, Mr. Pettingill argued: *“The particular amendment remains subject to the scope of the agreed power and any applicable substantive limits.”* On this point, he added, citing *Dawkins v Antrobus* (1881) 17 Ch. D. 615, that the Court’s function is to enforce an association’s rules, not to supervise its deliberations.

82. At paragraph [41] Mr. Pettingill submitted:

“The Plaintiffs contend that timely subscriptions secured eligibility for this annual selection and that the proposed amendment would take that opportunity from the cohort protected by these proceedings. The Defendants’ answer is that any annual immunity from amendment must be found in the contract construed as a whole, including Article X and the SDC provisions. A concern about entryism is not inherently improper. Evangelou, paragraph 44, treats anti-entryism provisions as relevant to construing and exercising powers actually conferred by the party rules; paragraph 24 recognises good-faith and rationality limits. Neither a legitimate concern nor the fact that a candidate’s recruits are affected determines the legality or purpose of a particular measure: scope, admissible evidence and actual operation remain relevant. The Court should determine those matters rather than presume every future change affecting existing members invalid.”

83. At paragraph [47] Mr. Pettingill submitted:

“The Court is invited to refuse paragraphs 1(i) and 4. The first accrued-rights limb of 1(i) is not expressly confined to the identified 2026 cohort or election; paragraph 4 has no stated endpoint. A protected right must be established by reference to its source, holders, content, occasion and duration. Termination of membership must be distinguished from qualifications for representative office. The admitted invalidity of the Addenda does not establish a right to restrain lawful constitutional deliberation or amendment, including amendment relevant to forthcoming delegate selections. And a person who never accepted the terms of the Constitution (Part B) accrued nothing: whatever is declared about amendments must speak of memberships confirmed, not of forms submitted.”

84. Mr. Pettingill also distinguished between retrospective action and a nullity in circumstances where it is discovered that the applicant never in fact satisfied part of the membership criteria. Under such circumstances, he argued, the application falls to be reviewed. Quoting extracts from *Stewart, The Law of Unincorporated Associations* (Nicholas Stewart QC), paragraphs [2-115] to [2-121], section (6)(c), Mr. Pettingill submitted that where the criteria are mandatory the person “*will automatically lose the membership and will be considered as never having been a member of the association*”. He submitted that the membership “*could be cancelled retrospectively because the applicant never qualified for membership*” (relying on *Hayes v Pack* [2025] EWHC 402 (KB) paragraph [6], *Hole v Garnsey* [1930] AC 472 and *Grand View Private Trust Co Ltd v Wong* [2022] UKPC 47, paragraphs [101]–[103]).

THE COSTS ISSUE:

85. Mr. Duncan KC argued that all costs in these proceedings (including costs of the trial of the Originating Summons depending on the final findings of this Court) should be awarded in favor of the Plaintiffs. Mr. Pettingill, however, suggested that the Court should make no order as to costs on the Plaintiffs’ 24 September 2026 *ex parte* summons (on notice) nor in respect of the subsequent applications leading up to the trial of the Originating Summons.

THE COURT’S ANALYSIS AND DETERMINATION OF THE ISSUES

ANALYSIS AND DETERMINATION OF THE JURISDICTION ISSUE

86. This Court was asked to determine whether the terms of the Draft Order are within the scope of the Originating Summons or whether the terms proposed are contingent on the Court’s grant of leave for the Plaintiffs to plead additional claims in the form of an Amended Originating Summons.

87. The Defendants say that the Draft Order infringes the parameters of the pleaded claims by enlarging the question as to the validity of the Addenda to embrace a new question as to the general scope of amendment powers under Article X of the PLP Constitution. The Defendants say that the Plaintiffs are thus barred from seeking declaratory or other relief as to whether those empowered to vote at an Annual General Conference or Special Delegates Conference may retroactively restrict or limit the entitlements of new members or applicants whose applications were submitted within the 12-month period preceding and ending on 31 August 2026. The Defendants also say that the Originating Summons does not allow this Court to exercise any jurisdiction to compel the resumption of the pre-May verification practice (the Pre-May Verification Practice”) in lieu of the verification process promoted by the Membership Process and the Verification Guide (collectively the “Post-April Verification Process”).

Whether the Court has Jurisdiction to Determine the Verification Issue

88. On the Defendants’ case, the Membership Process and the Verification Guide are documents which merely record the verification process (what I am now referring to as the “Post-April Verification Process”) which has in reality existed since May 2026. The Post-April Verification Process plainly extended the Pre-May Verification Practice beyond the act of checking for incomplete application forms and it’s the Plaintiffs’ case that the Post-April Verification Process is unlawful.
89. The Originating Summons seeks the Court’s determination of not only the validity of the Addenda but also various questions of construction concerning the lawfulness of the Post-April Verification Process, by reference to the Membership Process and, more generally, the criteria for membership admission. Those portions of the Originating Summons are to be found at paragraphs 1(c)-(d), 1(f) which were drafted by the Plaintiffs’ Counsel as follows:

“1. The questions of construction of the Constitution are as follows:

(c) Whether Article VIII of the Constitution confers upon any organ of the Party a power to prescribe criteria for admission to membership or to reassess a membership already processed or confirmed.

(d) Whether the membership of a person confirmed under the 2026 Membership Process may be suspended, reversed or terminated otherwise than in accordance with Clause 13, Section II.B or Clause 14 of the Constitution.

(e) ...

(f) Whether applications for membership validly submitted on or before 31 August 2026 fall to be processed and confirmed in accordance with the 2026 Membership Process as it stood before the First Addendum, without regard to the First Addendum.”

90. Additionally, the prohibitory injunctive relief prayed in the Originating Summons also seeks orders restraining the Defendants from omitting or excluding new members or otherwise eligible applicants from membership or from being eligible for selection as a branch delegate. The basis for seeking that injunctive relief can only be properly linked to the declarations of construction sought in the preceding paragraph of the Originating Summons as it relates to the Post-April Verification Process. The relevant injunctive relief prayed by the Plaintiffs is to be found at paragraphs 2(d)(IV) and 2(d)(VI):

“(d) An order that the Defendants, whether by themselves, their servants or agents, or by the Central Committee, the Executive Committee or the Officers or Branches of the Party or any of them, or otherwise howsoever, be restrained from:

(IV) omitting or excluding any person whose membership has been confirmed or should be confirmed from the membership records of the Party or from any certified list of members that is required under the Constitution; or omitting or excluding such a person from participation in the selection of delegates to the 2026 Annual General Conference.

(V) ..

(VI) Appointing any delegate in an unconstituted Branch otherwise than in accordance with Clause 6 Section IV of the Constitution...”

91. The proviso under paragraph 2(d) of the Originating Summons expressly preserves not only any lawful amendment procedure and deliberation thereof but also the ordinary verification of membership applications, so long as it does not offend the PLP Constitution. The proviso is worded as follows:

“...provided that nothing in the foregoing restrains the matters saved by the Constitution (deliberation and any lawful amendment procedure; ordinary verification of applications; disciplinary proceedings under Clause 14).”

92. At paragraph [2(e)] of the Originating Summons, the Plaintiffs also seek mandatory injunctive relief compelling the Defendants to produce *“a list of persons who have become members of the Party in accordance with the Constitution (disregarding the First Addendum) in the 12 months preceding 31 August 2026...”*. This plainly requires

the Court to determine whether the verification practices accord with the PLP Constitution, otherwise the Court could not be properly satisfied that the membership list was formed in accordance with the Constitution. The order prayed under paragraph [2(e)] is drafted as follows:

“An order that the Defendants disclose to the Plaintiffs’ attorneys a list of persons who have become members of the Party in accordance with the Constitution (disregarding the First Addendum) in the 12 months preceding 31 August 2026 and to file and serve on the Plaintiffs’ attorneys a sworn affidavit confirming paragraphs 2 (d) and (e) above have been complied with.”

93. The impugned portions of the Draft Order by which the Plaintiffs seek declarations on the proper construction of the PLP Constitution and Bye-Laws are sought under paragraphs [1(d), 1(g), 1(h) and 1(i)] which provide:

“...

(a) ...

(b)

(c) ...

(d) Article VIII of the Constitution does not confer upon any organ of the Party a power to prescribe criteria for admission to membership or to reassess a membership already processed or confirmed.

(e) ...

(f) ...

(g) All applications for membership to the Party validly submitted on or before 31 August 2026 fall to be processed and confirmed in accordance with the procedure prior to May 2026, when phone calls were only used where application forms were incomplete (as per paragraph 39 of the Third Affidavit of Jo Ella Dawn Simmons).

(h) The Membership Verification Guide (and any practice to with the same or similar effect of the Membership Verification Guide) is ultra vires void and of no effect. The process that obtained prior to May 2026 shall be implemented by the Party, namely, provided a name, address and date of birth appear on the application form and payment is made, the applicant will be considered a member of the Party (as per paragraph 39 of the Third Affidavit of Jo Ella Dawn Simmons).

(i) Any future amendment by Article X of the Constitution or Clause 18 of the Bye-Laws with the purpose or effect of retrospectively removing any accrued rights

from members of the Party or purporting to remove an individual member (or members) of the Party that applied for membership on or prior to 31 August 2026 is ultra vires, void and of no effect.”

94. In my judgment these terms of the Draft Order are indeed within the ambit and scope of the Originating Summons. That includes the related injunctive relief sought by the Plaintiffs under paragraph [2(g)] of the Draft Order to restrain the Defendants from: *“Applying or using the Membership Verification Guide (or any practice with the same or similar effect of the Membership Verification Guide) when verifying applicants that applied to the Party on or prior to 31 August 2026.”* That is because paragraph [2(g)] of the Draft Order is subject to the same proviso which appears under paragraph [2(d)] of the Originating Summons. Again, the proviso under paragraph [2(d)] of the Originating Summons and paragraph [2(g)] of the Draft Order expressly preserves any lawful amendment procedure and deliberation thereof and the ordinary verification of membership applications, so long as it does not offend the PLP Constitution. Ultimately, the relief sought by the Originating Summons is for the Defendants to be held to a verification process which accords with the contractual rights and entitlements afforded by the Rules to those who applied and paid dues in consideration for financial membership status.
95. Mandatory injunctive relief is also sought by the Plaintiffs at paragraph [3] of the Draft Order. This is purposed to compel the Defendants (whether by themselves, their servants or agents, or by the Central Committee, the Executive Committee or the Officers or Branches of the Party or any of them, or otherwise howsoever) to resume its reliance on the verification process which was in place prior to May 2026 (the “prior verification process”). This part of the Draft Order merely invites this Court to identify, specify and tie the Defendants to what the Plaintiffs say is the lawful verification process. In my judgment, there is no misalignment between the Originating Summons and paragraph [3] of the Draft Order such that it would leave the Court without jurisdiction to make a determination.
96. Further mandatory injunctive relief is sought at paragraph [5] to compel the Defendants to serve a complete list of members whose membership rights accrued on or between 1 September 2025 and 31 August 2026. In preparing such a complete membership list, paragraph [5] seeks to compel the Defendants to apply the Pre-May Verification Practice. In my judgment, paragraph [5] stems from paragraph [3] of the Draft Order and is therefore permissible on the same basis.

Whether the Court has Jurisdiction to Determine the Retrospectivity Issue

97. The issue underlying paragraphs [1(d)], [1(i)] and [4] of the Draft Order is one of retrospectivity.
98. Paragraphs [1(d)] and [1(i)] provide:
- “1(d): Article VIII of the Constitution does not confer upon any organ of the Party a power to prescribe criteria for admission to membership or to reassess a membership already processed or confirmed.”*
- “1(i): Any future amendment by Article X of the Constitution or Clause 18 of the Bye-Laws with the purpose or effect of retrospectively removing any accrued rights from members of the Party or purporting to remove an individual member (or members) of the Party that applied for membership on or prior to 31 August 2026 is ultra vires, void and of no effect.”*
99. Paragraph [4] on the Draft Order also seeks to restrain the Defendants (whether by themselves, their servants or agents, or by the Central Committee, the Executive Committee or the Officers or Branches of the Party or any of them, or otherwise howsoever) from proposing or otherwise advancing any future amendment of the Rules without the prior approval of the Court, but only in circumstances where the purpose or effect of any such amendment is to retrospectively remove any membership right accrued by 31 August 2026. This prohibitory injunctive relief is sought in the following terms:
- “No future amendment by Article X of the Constitution or Clause 18 of the Bye-Laws, with the purpose or effect of retrospectively removing any accrued right(s) from any member or members of the Party or purporting to remove an individual member (or members) of the Party that applied for membership on or prior to 31 August 2026, shall be referred to on any agenda, raised in any meeting, voted on or adopted by delegates without prior approval of the Court on 48 hours’ notice to the Plaintiff’s attorneys.”*
100. The question for my determination: Is it still open to the Defendants to amend the Rules with retrospective effect governing existing members where the effect of any such future amendment is to restrict or limit existing contractual membership rights? As I see it, that question, being the issue of retrospectivity, underlies paragraph [1(c)] of the Originating Motion where the Court is asked to declare:

“Whether Article VIII of the Constitution confers upon any organ of the Party a power to prescribe criteria for admission to membership or to reassess a membership already processed or confirmed.”

101. In my judgment, it is evident that the Defendants well understood that the lawfulness of retrospective amendments was an issue for trial. During the course of these proceedings, on 18 September Mr. Pettingill remarked openly to the Court that a Special Delegates Conference could be convened to pass amendments which were the subject of the Court’s examination. Effectively, he suggested that these proceedings served as a nullity because it would always be open to the Special Delegates to later amend the Rules to give effect to the Addenda or any other similar amendment. At the 18 September Court hearing Mr. Pettingill stated:

“...The question becomes this: there is nothing, with the greatest respect to the Court, Your Ladyship knows full well, you can’t make an Order overriding their constitution, post the Court case- and that’s not what’s being asked for. So, the way, on my instruction, this is going to go, because of what has now been out in the public ear and what the concerns are, whatever happens here, win lose or draw by either side, there will be a Special Delegates Conference called. That is going to happen and the begs the question, what are we doing? Because my clients are in the position of wanting to turn down the temperature for the sake of the Progressive Labour Party to enter into a Consent Order that brings these proceedings to an end. And you’ve heard how far they’re prepared to go about it. They’re prepared to say, like ‘okay, mea culpa, if you think so, that’s fine, we’ll stand down on all of that’. Why would we spend an extreme amount of time and money and effort- the Court’s time and everything, in arguing back and forwards, there’s arguable points on both sides, certainly- I have a ton of stuff to argue, would love to get into it, when at the end of the day, it will end up where it ends up, post-facto the Court decision.”

102. Mr. Pettingill was then asked by this Court to clarify what it was that he was proposing. He replied:

“Well, I ...am proposing, ...obviously I received a lot of applications last night, I received a lot of ...paper this morning, and letters and so on and so forth, I’m looking at it - What I am proposing is that we have some time, maybe hear from my friend on this- I haven’t had the chance to canvass this today, that we have the time to consider that position. My clients, in effect, in the interests of the Party...are not desirous of getting into a scrap any longer over this- and make the point that at the end of the day, constitutionally, they’ll be able to call a Special Delegates Conference in any event to address issues in relation to- [interrupted]...”

...If we arrive at a position on it being a Consent Order, whatever form that may take, with regard to the applications of my learned friends and the Plaintiffs, in my view that would bring the proceedings to an end- just like it would come to an end on the 1st and 2nd of October [the trial dates] after your Ruling.

...

But with respect, if someone rolls up at the mid-point and says, 'Going through all your items here, we'd be prepared in the interest of bringing the proceedings to an end, to concede these, your application and your position', it ends."

103. Having made these statements to the Court, Mr. Pettingill invited the Court to briefly adjourn to allow for discussion between him and Counsel for the Plaintiffs. However, Mr. Duncan KC initially declined Mr. Pettingill's invitation for further discussions between Counsel, making the following statement to the Court:

"My Lady, I've heard a submission, the gravamen of which I have no understanding. My friend is saying that this whole process is academic because after this process there will be a Special Delegates Conference. I don't know what he means by that. If he means a Special Delegates Conference to retrospectively disentitle constitutionally valid members from participating in that conference that will elect the leader, then we have nothing to talk about. I don't know what he means. I've received no letter explaining- this is the first I've heard of it- well, I can't mention a without prejudice letter, this is the first I've heard of this in open communication. I don't know what it means. I've not taken any instructions on it; I have no idea what it means."

104. Mr. Duncan KC then accepted the Court's offer for him to speak privately with Mr. Pettingill to gain some understanding of what was being proposed or suggested by Mr. Pettingill. The matter was thus briefly stood down. Upon resuming the 18 September hearing, Mr. Duncan KC stated to the Court:

"My Lady thank you for the time. It was singularly unproductive. My Lady, we are not here to deal with political matters, but I say that Mr. Dickinson wants this settled more than anybody. When Mr. Pettingill said that the Special Delegates Conference can do anything anyway, I now understand that to mean retroactively invalidate the authority of the members, to-be members, or participate as delegates. So there, is no basis for a settlement, and on that basis there will never be a basis for a settlement if what he is seeking is retroactive removal of members in some process and removal ...of them as delegates...."

105. It is apparent from the 18 September hearing before this Court that Mr. Pettingill, himself, raised the issue of retrospectivity. Effectively, Mr. Pettingill told this Court that these Court proceedings would be ineffective in barring a Special Delegates Conference from later amending the PLP Constitution and Bye-Laws to reverse the effect of any final Order of this Court as prayed in the Originating Summons, notwithstanding any Order declaring, in answer to paragraph 1(f) of the Originating Summons, that applications for membership validly submitted on or before 31 August 2026 fall to be processed and confirmed in accordance with the 2026 Membership Process [or any other verification procedure or process approved by the Court] as it stood before the First Addendum, without regard to the First Addendum.
106. Mr. Pettingill's position was that in the face of any final Order of this Court, a vote could subsequently be made at a Special Delegates Conference to dispossess the Second to Fifth Plaintiffs of the fullness of their contractual membership rights. That, in my judgment, unveils a flawed understanding of the effect of the 10 September Consent Order which deferred, for the Court's final determination, the issue as to whether any resolution concerning the subject matter of the Central Committee's resolutions made on 24 August 2026 [i.e. the Addenda] or any other similar resolution, could be considered at a Special Delegates Conference.
107. In my judgment, both the 10 September Consent Order and Mr. Pettingill's statements to the Court on 18 September made it clear that the issue of retrospectivity would need to be addressed by this Court, not as a new claim advanced by the Plaintiffs, but as a necessary measure to ensure that the effect of this Court's Orders on the Originating Summons is unarguably clear and definitive. Under those circumstances, it does not lay in the mouths of the Defendants to contend that they were deprived of a fair opportunity to make representations on the retrospectivity issue.
108. For these reasons, I find that the Plaintiffs are indeed entitled to invite this Court to declare, restrain, and or compel the Defendants, to the extent that it is reasonably necessary, to ensure that the Defendants do not seek to retrospectively apply an amendment which is contrary to what this Court determines to be the lawful position in respect of the membership rights of the Second to Fifth Plaintiffs as new members of the Party.

The Alternative Application to Amend the Originating Summons

109. The Plaintiffs' case is that if this Court finds that the filing of an Amended Originating Summons is necessary to bring the relief claimed under the Draft Order within the Court's jurisdiction, such an amendment ought to be permitted because the Defendants

were well aware that the issue of retrospectivity was to be ultimately determined by the Court.

110. Mr. Duncan KC pointed to the 10 September Consent Order which varied the 4 September *ex parte* order by inserting a new paragraph [3A]. Paragraph [3A] restrained the Defendants from further dealing with the resolution previously passed by the Central Committee on 8 September 2026 and also restrained the Defendants from dealing with any other similar resolution. Paragraph [3A] provided:

“3A. Until the determination of the questions raised by the Originating Summons herein or further order of the Court, the Defendants, whether by themselves, their servants or agents, or by the Central Committee, the Executive Committee or the Officers or Branches of the Party or any of them, or by any delegate in a Special Delegates Conference, or otherwise howsoever, be restrained from:

(a) Placing on the agenda for the Special Delegates Conference scheduled for 14 September 2026 or any other Special Delegates Conference any resolution passed at the meeting of the Central Committee on 8 September 2026, or any other similar resolution whether made at that meeting or subsequently in relation to or concerning the subject matter of the resolutions passed at the Central Committee meeting on 24 August 2026.

(b) Considering, debating, or passing any resolutions, or implementing any such resolution by the [delegates] at the Special Delegates Conference scheduled for 14 September 2026 or any other Special Delegates Conference in relation to or in connection with any resolution passed at the meeting of the Central Committee on 8 September 2026, or any other similar resolution, or any resolution in relation to or concerning the subject matter of the resolutions passed at the Central Committee meeting on 24 August 226, or any other similar resolution.”

111. The Consent Order granted the relief sought on the Plaintiffs’ summons filed on 10 September (the “variation summons”). The affidavit evidence of Mr. Raoul G. Ming (“Mr. Ming”), sworn on 10 September 2026, was filed in support of the variation summons. In his evidence, Mr. Ming, a Central Committee representative for the St. George’s North Branch, Constituency 1, stated that he received a notice on 7 September 2026 of the convening of a special meeting of the Central Committee for the following day, 8 September 2026. He told the Court that he attended the 8 September meeting where the Party Leader gave a lengthy address to the Central Committee members with printed copies of a motion consisting of 3 pages. Mr. Ming

told the Court that the Party Leader's motion sought the convening of a Special Delegates Conference for the purpose of inviting the delegates to consider and determine the correctness of the actions and decisions taken by the Central Committee on 24 August 2026 and to determine whether they should be affirmed.

112. At paragraph 12 of Mr. Ming's affidavit, he said:

"In proposing the motion, the Party Leader said that a Special Delegates Conference was the best, fastest and most efficient means of addressing, and, in his view, effectively nullifying or overcoming, the effect of the Court injunction. I understood him to mean that if the delegates affirm the decisions of 24 August 2026 the Party would proceed based on those decisions notwithstanding the Court injunction. I specifically recall the Party Leader saying words to the effect that if the delegates confirm the 24 August 2026 Resolutions this, being the legal proceedings, "all goes away"."

113. Mr. Ming's evidence as to what transpired on 8 September is more fully outlined in the Second Ruling of this Court.

114. In the 10 September 2026 Consent Order, I also directed the Defendants to disclose the Party Leader's motion. Following my 21 September 2026 Ruling stating this Court's reasons for granting the Order of 18 September 2026, Ms. Simmons' Third Affidavit was filed. Her evidence about the motion approved by the Central Committee is stated at paragraphs [87]-[89]:

"The Motion

87) The motion was in writing. Numbered printed copies of the motion, with the proposed amendment attached, were handed to every voting member of Central Committee before the motion was moved, and the number of each copy was recorded against the member's constituency. Mr. Ming, as the Central Committee representative for Constituency 1, received a copy. The Party Leader read the motion aloud to the meeting. The motion included the following resolutions:

- a. "that the Central Committee requests the Party Chairperson to call a Special Delegates Conference for the specific purpose of considering and voting on the proposed amendment to Clause 8, Section I of the Bye-Laws set out in this pack"; and*
- b. "that the Central Committee approves the proposed amendment for circulation*

with the Conference notice".

88) That is all the motion did. It requested me, as Chairperson, to call a Special Delegates Conference to consider a proposed amendment to the Bye-Laws, and it approved that amendment for circulation. The text of the amendment was included in the pack. The motion does not refer to the resolutions passed by Central Committee on 24 August 2026. It does not ask the delegates to affirm those resolutions. It does not implement them. I have compared the document at pages 88-89 of Exhibit CLD-3 with my own copy of the motion. They are the same document.

89) I confirm that the Party has not implemented, applied or given effect to the resolutions of 24 August 2026. The only step Central Committee has taken since the Injunction is the step that the Injunction expressly preserves: deliberation and a lawful amendment procedure."

115. The first resolution was not fully quoted in Ms. Simmons' affidavit evidence. In full text, it provides:

BE IT RESOLVED that the Central Committee requests the Party Chairperson to call a Special Delegates Conference for the specific purpose of considering and voting on the proposed amendment to Clause 8, Section I of the Bye-Laws set out in this pack, covering:

applications for new membership;
qualifications for Branch delegates and alternates;
qualifications for elected Party office; and
internal Party elections and Conferences.

116. As can be seen from the exhibit produced by Mr. Dickinson, the amendment proposed by the Party Leader's Motion was to add the following text to Clause 8, Section I of the Bye-Laws on the duties and powers of the Central Committee:

"(v) Without limiting its other powers, and subject to the Constitution and Bye-Laws and to resolutions of Conference, Central Committee may make binding rules and procedures for:

(a) the processing, verification, review, approval and confirmation of applications by persons seeking to become members of the Party;

- (b) additional qualifications for election or service as a Branch delegate or alternate delegate, including length or continuity of membership and financial standing;*
- (c) additional qualifications for election to or service in elected Party office, including length and continuity of membership and financial standing; and*
- (d) the administration of internal Party elections and Conferences, including timetables and checking who is entitled to take part.*

Central Committee may determine and vary the detailed requirements under this paragraph. Branches shall continue to elect their delegates and alternate delegates in accordance with Clause 6.

Rules made under this paragraph shall bind the organs, officers and members of the Party unless varied or revoked by Central Committee or superseded by Conference.

election rights, disciplinary procedures and delegate fee provisions stay in place.”

117. Mr. Ming’s evidence was that he was given only one day’s notice for the convening of the Central Committee’s 8 September meeting. He also stated: *“I specifically recall the Party Leader saying words to the effect that if the delegates confirm the 24 August 2026 Resolutions this, being the legal proceedings, “all goes away”.* Although the Defendants invite this Court not to accept Mr. Ming’s evidence, it cannot be overlooked that no evidence was filed by the Defendants to challenge or refute the detail of Mr. Ming’s evidence about the events of the 8 September Central Committee meeting. It is thus open to this Court to draw reasonable and compelling inferences from Mr. Ming’s evidence and the corroborating minutes of the 24 August meeting, that the acceleration of the Party Leader’s motion and the proposed amendment was designed to construct a new set of rules which would limit the contractual rights of new members which are the subject of these proceedings. Otherwise put, the proposed amendments were intended to reassess membership rights already accrued by new members.
118. It is plain and obvious, on the evidence before this Court, that the subject-matter of the Party Leader’s 8 September motion for a Special Delegates Conference proposing the amendment to the Bye-Laws was the motion foreshadowed by the Party Leader at the 24 August meeting of the Central Committee. As set out further above in this Judgment, the minutes of the 24 August meeting record that the Party Leader made

various statements during that meeting addressing “*Motion #1 – Eligibility to serve as a Branch Delegate*”. In those minutes, it is noted:

“...The Party Leader, on a point of order, stated that under the current Membership Process approved by the Central Committee, whether the applicant is an OBA member, an FDM member, a former election agent or otherwise, a person who signs up, submits the form and pays the \$25 becomes a member; that this was what happened currently; and that his own motion, to come later, would deal with that matter separately.”

119. As outlined further above, Ms. Paula Cox for Constituency 9 remarked “*that the real issue was the apparent automatic acceptance of anyone who submitted a membership form; that the Party should look at having a vetting process so that acceptance was not automatic, which would allow the concerns about former OBA members and others to be dealt with; that it was the criteria for eligibility that needed addressing rather than a bar on delegates...*”
120. Also, under the heading “*Motion #2 – Addendum to Membership Process*” it states: “*The leader presented an addendum motion on the approved CC Membership process resolution... ..The resolution....recites that the Central Committee had previously approved the 2026 Membership Process, under which membership is confirmed following the submission and processing of a valid application...*”
121. The relevance of all this evidence, the variation summons and the Consent Order goes to the question of what the Defendants understood would be the scope of the issues for trial before this Court. The purpose and effect of the Consent Order was to restrain the Defendants, including the Party Leader, from placing, considering, debating or passing this or any similar motion, on the agenda for any Special Delegates Conference until this Court’s final determination of the questions raised by the Originating Summons or further order of the Court. Clearly, the parties understood and agreed that the subject matter of the amendment proposed by the Party Leader’s motion for a Special Delegate’s Conference was to be a matter for the Court’s determination so far as it related to the lawfulness of the Party’s powers to make rules as to the membership criteria and rights retroactively governing membership application forms already submitted and the accrued rights of the Second to Fifth Plaintiffs, as new members of the Party.
122. Stepping back from this exercise, I am reminded that the greater purpose of pleadings is to enable the opposing party to understand the case it is to meet at trial. The architecture underpinning civil litigation is not designed to leave any door open for

trial by ambush. Each party must be given all reasonable opportunity to state its case in full and with such clarity so that the battle at trial is fought fairly in the light. Ultimately, the task of the Court is to arrive at the truth of the facts and the law.

123. I have already found that the Originating Summons need not be amended to give the Court jurisdiction to grant any or all of the orders proposed in the Draft Order. Notwithstanding, I have also considered the alternative application for leave to amend. Order 20/5(1) of the Rules of the Supreme Court (“RSC”), as read with RSC Order 20/7, empowers the Court, at any stage of the proceedings, to allow the Plaintiff to amend their Originating Summons.
124. In *Griffin Line General Trading LLC v Centaur Ventures Ltd* [2026] SC (Bda) 4 Civ (Subair Williams J, 19 January 2026) at paragraphs [93]– [98] I provided an outline of the law as it concerns applications for leave to amend pleadings. The golden principle which may be distilled from those passages is this: Amendments which are necessary to unveil or otherwise bring to light the real issues of conflict between the parties ought to be allowed; however, an amendment should be refused if in allowing it, irreparable prejudice or injury would be suffered by the other side. By irreparable, I mean to say that a costs order would be an insufficient remedy for the grant of leave to amend. At paragraph [98] I said:

“98. In short, the ultimate function of the Court is to try the disputed issues that require determination, such issues being those which give rise to a valid claim as opposed to a frivolous or vexatious one. The general position is that no litigant should be fastened to only a portion of their true case merely on account of procedural or drafting errors or even a belated appreciation of the fuller factual and legal issues relevant to the claim. Otherwise put, the Court does not seek to have a litigant’s pleadings shaved down to anything less than the full and proper statement of their case. So, where the proposed amendment is reasonably necessary for the due presentation of the case, the starting point will be that it is to be allowed. That being the case, there is an important caveat: a proposed amendment will be refused if it is liable to be struck out pursuant to the Court’s statutory powers or its inherent jurisdiction. Specifically, leave to amend will not be granted where:

(i) the proposed amendment(s) would result in prejudice or injury which cannot properly be compensated for by an appropriate costs order;

(ii) the application is made mala fide,

(iii) the application to amend is made after contumelious delay caused by the applicant or after undue delay coupled with other factors giving rise to an abuse of process; or

(iv) the proposed amendment(s) is/are irrelevant, useless or merely technical”

125. Having had regard to these legal principles, I am satisfied that the Plaintiffs would have been entitled, in any event, to amend the Originating Summons specifying claims for declaratory and injunctive relief as to the lawfulness of:

- (i) the Post-April Verification Process,
- (ii) the Party’s review, approval and confirmation of September 2025-August 2026 membership applications, and
- (iii) any amendment which seeks to retrospectively apply new membership or delegate-selection criterion to exclude, restrict or limit the eligibility of persons who obtained or were otherwise entitled to membership in the September 2025-August 2026 term of new applications

126. These issues, I find, all require my determination in order for the Court to be satisfied, as per the proviso, as to “*the matters saved by the Constitution*”. Moreso, in finding that I would have granted leave to amend, I rely on the same reasons which supported my conclusion that an amendment is unnecessary in any event. Further, had it been necessary for the Plaintiffs to amend their Originating Summons to specify the above claims and related relief, I find that the Defendants would not have been prejudiced by any such amendment. If, however, prejudice could have been established, a costs order would have been sufficient to compensate the Defendants for any such prejudice occasioned by an amendment.

ANALYSIS OF THE VERIFICATION ISSUE

127. Below are the Court’s findings on the issue of verification which is subdivided as follows:

1. The Membership List:

- (i) The applications rejected by the Party and the applications pending verification

2. Attribution:

- (i) The five bulk payments transferred from the personal bank account of the Fourth Plaintiff, Ms. Winifred Stevens attributable to individual applicants

3. The verification process:

- (i) The extent to which the Rules allow or prohibit verification of membership applications as a condition or requisite step for membership.
- (ii) Whether the Party is bound by the Pre-May Verification Practice
- (iii) Whether the Post-April Verification Process is lawful

Findings on the Evidence on the Membership List

The applications rejected by the Party and the applications pending verification

- 128. On 11 September 2026 Ms. Basden swore evidence stating that she was unable to provide the final membership list as at 31 August 2026 as the verification and input procedures had not yet been completed. Notwithstanding, she produced an unnumbered list of members under an exhibit marked PSB-9. On 22 September Ms. Basden produced exhibit marked PSB-19 which she described in her Second Affidavit to be the final list of persons who became members during the 12 months preceding 31 August 2026. Her evidence was that as at 21 September 409 applications were pending verification. However, the Plaintiffs flagged a discrepancy of 373 members between the total count of 1,476 names on the list under PSB-9 and the lower count of 1,103 names on the subsequent list marked PSB-19.
- 129. I accept Ms. Simmons' explanation for the apparent discrepancy of 373 members and I accept her evidence that no member was removed from the Party's membership database, which is distinct from a membership list. Further, I accept her evidence that the PSB-9 and PSB-19 differed only because they are the results of two differently worded searches.
- 130. What was more recently put before the Court is Ms. Simmons exhibit marked JDS-12 which is said to be an Excel spreadsheet listing every person who applied for

membership of the Party between 1 September 2025 and 31 August 2026. I have no reason to reject Ms. Simmons' evidence that JDS-12 was prepared by reference to both the PLP membership database and the application forms and online application receipts. It thus follows that I also accept her evidence that the applications submitted in the relevant 12-month period totalled 3,112 and I also accept her evidence as to the breakdown of the 3,112 total. That means that I necessarily accept that there are 416 applications pending verification.

131. I also accept Mr. Abbott's evidence and the schedule exhibited to his evidence marked AA-1. I have no reason to doubt his evidence that the 20 names listed in that schedule also appeared on Mr. Dickinson's list but were rejected on the basis that the person named on the applicant proved to be unaware and or did not consent to the submission of a membership form in their name.

Analysis and Decision on Attribution Issue

The five bulk payments transferred from the personal bank account of the Fourth Plaintiff, Ms. Winifred Stevens attributable to individual applicants

132. At paragraph [13] of Mr. Pettingill's written submissions, this Court was asked to construe and approach Article VII.A as a provision which regards the payment of subscription fees as an indicator of an applicant's confirmed desire and intention to become a PLP member. The submission made to the Court was:

"There is nothing equivocal about that language. Payment by "each member" is sensibly required: it is the confirmation that the particular applicant bona fide wishes to join the Party, and confirms a personal intention by a personal payment. Article VII A and Clause 13 do not in terms require the applicant's own funds or personal remittance, and a payment made on an applicant's behalf with his authority is payment by him. But a bulk payment by a third party does not prove that every named person applied or authorised it, and from the payment itself the Party cannot know. The question in every case is whether the required payment is attributable to a genuine application by the named person..."

133. At paragraph [15] Mr. Pettingill added:

"Because the payer was not the applicant, the Membership Secretary could not issue the receipt the Constitution contemplates "to any new member" (Clause 2, Section VII A): the office could not say whose fee had been paid, or whether the person named on

each form knew that an application and a payment had been made in his name. The only way to apply Article VII A to those forms was to ask each named person whether he had applied and paid. That is step 1 of the 2026 Membership Process – “membership fees will be verified by the Party before any membership application is processed and /or confirmed” – applied to the facts. [2026 Membership Process, CLD-3 p. 70 / enclosure B 04 Dawn Simmons’ Fourth Affidavit]”

134. Mr. Pettingill’s submissions are flawed on this point as they are unsupported by both the relevant provisions of the PLP Constitution and Bye-Laws and the evidence before this Court.

135. Article VII.A sets out the requirement of each member (not each applicant) to pay a subscription fee in the following terms:

“Upon joining the Party each member shall pay a subscription as hereinafter provided. The subscription shall be due and payable on or before the thirty-first day of August each year and shall be paid to the succeeding financial year in order for the member to be eligible as a delegate at an Annual General Conference or Special Delegates Conference.”

136. The terms “member” and “applicant” are neither synonymous nor interchangeable. Article VII.A refers to payment of a subscription by a member upon joining the Party, not an applicant seeking to join the Party. Payment of a subscription fee is not required in order to become a member of the Party as the Bye-Laws allow for non-financial membership for a maximum duration of two years.

137. Section II of Clause 13 of the Bye-Laws applies to the status of a non-financial member of the PLP. It states:

“...

A. Any member whose annual subscription has not been paid by 31st August each year shall be deemed to be a non-financial member and shall not vote at Party meetings or at any Annual General Conference of the Party, or otherwise participate in the affairs of the Party in any capacity.

B. Should the dues of any deemed non-financial member remain unpaid for two (2) years that person shall no longer be a member of the Party.”

138. So, on this Court’s construction of Article VII.A and Section II of Clause 13, eligibility for new general membership for a maximum duration of 2 years is not contingent on payment of subscription fees. In the context of the present case,

however, that is somewhat academic because the Plaintiffs' case is about the contractual voting entitlements of the Second to Fifth Plaintiffs as new financial members of the Party.

139. Payment of the subscription fee by 31 August is required by a member for eligibility (i) to vote at Party meetings, (ii) to be selected as a delegate at an Annual General Conference or Special Delegates Conference and (iii) to otherwise participate in the affairs of the Party in any capacity. Section I on "Dues" under Clause 13 of the Bye-Laws states that new members, upon payment of the subscription fee within the last three-month period of a current financial year, shall also be financial for the succeeding financial year (in the case of annual subscriptions). That is the contractual landscape of the rights given to financial members, new or not.
140. I now lean in on the factual evidence before this Court as it is relevant to the attribution issue. I accept Ms. Stevens' evidence that membership forms were collected at Mr. Dickinson's campaign events from on-site team members to facilitate the signing up of interested members and that those forms were scanned to Mr. Dickinson's Campaign Portal under the name of the person who submitted them or the event from which they were collected. I also accept her evidence that the information was uploaded onto a spreadsheet which recorded the total number of forms submitted and the subscription amounts paid.
141. There was no evidence filed in this Court to contradict any of Ms. Stevens' evidence which went so far as to explain that she, along with their Campaign manager, Ms. McKeisha Smith, met with the PLP Secretary, Ms. Tammy Robinson, on 24 July 2026 at the PLP Headquarters. I have no cause to doubt Ms. Stevens' evidence that she laid out the forms and supporting documents and gave Ms. Robinson an overview of how they were sorted. More importantly, there is no evidence before this Court to suggest that the persons who were named on the membership forms are persons other than those who passed on their forms to Mr. Dickinson's campaign assistants at the campaign events.
142. Ms. Simmons stated in her evidence that by 24 July 2026 the Party had confirmed 655 general membership applications and 24 lifetime membership applications, thereby totaling \$18,775.00 in dues (\$25.00 for general membership and \$100 for lifetime membership). Ms. Simmons exhibited the corresponding incoming transfer of \$18,775 dated 28 July 2026 and confirmed her understanding that payment for the membership registration fees was received via Mr. Dickinson's campaign. None of that evidence, in my judgment, supports the submissions made by Mr. Pettingill that the subscription

fees and application forms could not be attributed to individuals on account of the bulk payments facilitated by Ms. Stevens.

143. For these reasons, I find that the attribution issue is wholly without merit.

Analysis and Decision on Verification Process Issue

The extent to which the Rules allow or prohibit verification of membership applications as a condition or requisite step for membership

144. The obvious starting point requires scrutiny of the criteria for membership in accordance with the PLP Constitution. The requirement for general membership is stated at Article IV which, in its relevant part, provides:

“General membership of the Party shall be open to all persons eighteen years of age and over.”

145. I have already outlined the relevant provisions on the criteria for financial membership. However, it bears repeating that under Article VII.A payment of a subscription fee on or before 31 August shall be paid by each member upon their joining the Party.

146. So, what, if any, powers do the Central Committee have in relation to the membership process? On Mr. Pettingill’s submissions, Clause 8 gives the Central Committee a power to *“impose reasonable eligibility requirements, vet applications and protect the Party against entryism”*. Mr. Duncan KC, however, flagged that the motion brought by the Party Leader on 8 September effectively stood as an acknowledgment that the Central Committee lacked the powers it purported to possess. After all, the Party Leader’s adopted motion proposed an amendment to expand the Central Committee’s duties and powers under Clause 8 to allow it to *“make binding rules and procedures for the processing, verification, review, approval and confirmation of applications by persons seeking to become members of the Party...”*.

147. Clause 8, under Section I of the Bye-Laws, outlines the duties and powers of the Central Committee as follows:

“

- (i) *To maintain and develop the organisation of the Party generally and to receive reports from the organs of the Party from time to time on the state of work in the same.*

- (ii) *To protect and enforce the Constitution and Bye-Laws of the Party and to take any action it deems necessary towards this end.*
- (iii) *To maintain the funds of the Party.*
- (iv) *To present to the Annual General Conference a report covering the work of the Party for the year.”*

148. Paragraph (ii) under Clause 8, Section I is key. This defines the role of the Central Committee as an enforcer of the Rules, as opposed to a body empowered to amend the Rules. Plainly put, the Central Committee has no power to make amendments to either the PLP Constitution or the Bye-Laws. In the context of the membership process, the power of the Central Committee is purely of a managerial nature purposed to enforce, not alter, the criteria prescribed by the Rules.
149. Putting aside the distinction between financial and non-financial membership, the Central Committee and its administrators are entitled to ensure that membership has indeed been achieved in accordance with the Rules before confirming membership. This supports the asserted need for verification and a verification process.
150. Neither the PLP Constitution nor the Bye-Laws prescribe or refer to any procedural rules for verification. Yet, the Party must be entitled regulate a process for verifying receipt of valid membership forms. To that extent, verification would properly entail a procedure for satisfying the Party that the person named on the application form correctly accords with the applicant seeking membership. This may properly call for the applicant to state his or her full name and address and any other necessary contact information on the application form. Verification carried out in this way does not operate as an amendment to the Rules; instead, it facilitates the proper operation of the Rules. Thus, the remit of the Central Committee is to ensure that general membership is made available to all persons of at least eighteen years who have correctly submitted a membership form in line with the administrative processes fixed by the Party. Those administrative processes are products of the Central Committee’s enforcement duties and powers.
151. To that extent, I find that the Party is entitled to regulate its own administrative processes for verifying the validity or authenticity of membership forms, so long as the verification requirements do not impede on the membership criteria prescribed by Article IV of the PLP Constitution.

Whether the Party is bound by the Pre-May Verification Practice

152. The Plaintiffs say that the Defendants are bound by the Pre-May Verification Practice by which no more than a phone call to the applicant was made if the application form was incomplete for the purpose of confirming the missing detail from the membership form. That this was the former practice of the Party is confirmed in the Third Affidavit of Ms. Simmons where she stated at paragraph [40]:

“The practice of calling applicants to confirm the details on their forms had been used since May 2026 – prior to this we would only call if the form was incomplete to confirm details.”

153. Effectively, Mr. Duncan KC argued that the Defendants were not entitled to develop or otherwise change the Pre-May Verification Practice in respect of applications submitted by 31 August 2026. Instead, he argued, the Party was tied to the practice of verifying only incomplete membership forms.
154. I am bound to reject this submission. What is implied in the offer to applicants for membership is that their forms will be placed through an administrative process which must be verifiable. How applications are verified by the Party is not a matter for the applicants but a matter for the management organs of the Party. Again, the Party’s right to set, alter and standardise the administrative practice of verification is limited to the extent that no part of the verification requirements may operate to effectively amend the criteria for membership as prescribed by Article IV of the PLP Constitution or Clause 18 of the Bye-Laws.
155. So, on this issue, I find that the Party is not bound to resume the Pre-May Verification Practice for the 2026 members, so long as any substituted or varied verification process does not add to or alter the criteria for general membership as fixed by the Rules.

Whether the Post-April Verification Process is lawful

156. I have been referring to the Membership Process (ratified by the Central Committee on 13 July 2026) collectively with the Verification Guide (which the Defendants say was, as a matter or practice, in place since May 2026) as the “Post-April Verification Process”.

157. Ms. Simmons in her evidence explained that the Membership Process allows for an applicant to be entered in the membership database once that member has been both verified and confirmed.
158. She stated that “verified” in this sense means that the Party checked that the membership fee for the applicant was received. However, the term “confirmed”, on her evidence, means:
1. that the Party contacted the applicant, (whether by telephone or by email);
 2. that the applicant confirmed that they did indeed apply for membership and
 3. that the details on their form are correct.
159. Ms. Simmons’ distinction between “verified” and “confirmed” does not appear to be consistent with the use of the terms in the Verification Guide. For example, at paragraph [4] of the Verification Guide for online applications it states “*Confirm the payment was received*” not “verify” that payment was received. Similar language is used at paragraph [2] of the Verification Guide for paper applications. Further, at paragraph [16] of the Verification Guide for online applications it reads: “*After successful verification either by phone or by email, HQ processes the application and adds the member to the Party membership database.*” The words “*verification either by phone or by email*” in paragraph [16], on my reading, does not describe the checking of a membership fee; its meaning more likely relates to the relevant officer of the Party satisfying him or herself by telephone or email that the applicant confirmed that they did indeed apply for membership and that the details on their form were correct. So, for the avoidance of unnecessary doubt or confusion, references made by me directly in this Judgment do not recognize any material distinction between the terms “verify” and “confirm”.
160. That having been said, it is stated in the Membership Process that “*Membership fees will be verified by the Party before any membership application is processed and/or confirmed*” and that “*Once payments are verified, applications are provided to the membership secretary.*” In my judgment, the absence of verification, applying Ms. Simmons’ stated definition of “verification”, cannot lawfully bar any applicant from becoming a member because a valid application without payment of the subscription fees entitles a person to become a non-financial member. However, Ms. Simmons’ description of the process by which members are “confirmed” may properly apply to all applicants and there is nothing unlawful about any of those three listed steps. That point warrants no further emphasis because in this case, while I am concerned with the

lawfulness of the Membership Process for the benefit of the First Plaintiff who means to see a full membership from which delegates may be selected, this case is also about the voting and delegate-selection rights of the other four Plaintiffs in their capacity as new financial members of the Party.

161. I now move on to the Verification Guide. As a starting point, I find that the Party is entitled to document its membership verification procedures at any point in time without the need to amend the Rules. Again, that is because, in principle, the regulation of its administrative processes is not part of its substantive legal framework. So, the date on which the administrative procedures recorded in the Verification Guide were created or commenced is of no consequence, in principle. The question of real consequence is whether the Verification Guide wrongly directs or promotes a verification procedure which seeks to add to or alter the criteria for membership as prescribed by Article IV.
162. I do not accept the Plaintiffs' primary submission that the Verification Guide, in its entirety, is invalid. For example, there is nothing unlawful about its stated purpose being to "*Ensure applications are complete, genuine, paid for, verified, and accurately recorded.*" Equally, there is no cause for reasonable complaint that a procedure of verification is prescribed for online and paper applications and there is nothing objectionable, in my judgment, about the telephone script used for making contact with persons named on the application forms.
163. However, paragraph [4] of the Verification Guide in the online applications section wrongly makes payment of the subscription fee a requirement in the application process. The same is so for paragraphs [1] and [3] for paper applications received in person and paragraph [2] in the section for paper applications received by a third party. For the reasons outlined further above in this Judgment, this Court finds that the payment of subscription fees is a matter for members seeking to be upgraded to the status of financial members. Payment of subscription fees cannot properly form part of the criteria for membership admission.
164. Paragraph 5 of the Verification Guide calls for the noting of 'red flags' as set out further above in this Judgment. The red flag items and corresponding action do not, in my judgment, disturb the admission criteria. They only address concerns which necessitate contact with applicants to obtain a signature or contact details. This, in my judgment, does not offend Article IV, so long as the practice is not used to exclude persons merely on the grounds that they are of no fixed abode or do not possess any particular device for ease of contact. So, for example, an applicant may not be excluded on the basis that he or she is not contactable by email or does not possess a

telephone or mobile device. However, the absence of email access or a mobile device may obstruct the Party's ability to confirm that the person named on the form is indeed an applicant. In the end, the purpose of verification is to ensure the membership form is valid and the applicant is identifiable, not to marginalize the applicant pool to exclude persons on any criterion other than the age requirement under Article IV.

165. I now turn to paragraph [13] (as read with paragraph [14]) of the Verification Guide in the online applications section. As noted further above, these paragraphs are mirrored in the paper applications section in respect of applications received by a third party. The impugned paragraphs state:

“13. If there is an indication that the online application was made by a representative of a candidate running in the upcoming leader or deputy leader election e.g., an identifiable email address included on the application, notify the candidate and the official representative of the candidate's team via email. Report that the application cannot be verified, explaining the reason why (see categories below). Advise a copy of the application can be collected for further verification by addressing any outstanding issue and re-submitting the application to HQ for review.

14. If verification cannot be confirmed, these applications are not processed further.”

166. Although arguable, it was never suggested on the evidence filed on behalf of the Defendants that paragraph [13] of the Verification Guide was intended to target concerns relating to attribution rather than alienate and hinder applications made by or in support of any particular campaign. That said, even if that was the premise for these portions of the Verification Code, I have found that the application forms submitted by Ms. Stevens on behalf of Mr. Dickinson's campaign do not give rise to the attribution issue argued by Mr. Pettingill. So, there is no lawful justification for the inclusion of this text in the Verification Guide on the basis of it being a measure to cope with the attribution issue.
167. I go further. Any application of the directions provided under paragraph [13] (as read with paragraph [14]) in the online applications (and paragraphs [12] and [13] of the paper applications section for third party receipt) aimed to categorically bar applications made by a representative of a running candidate is egregious in the eyes of the law as such a practice would leap far beyond the membership admission parameters set by Article IV. No management or administrative organ of the Party is entitled to refuse verification of any 2025-2026 membership forms merely because the form was submitted by a representative of a running candidate. To do otherwise is both *ultra vires* and anti-constitutional. Again, that is because the approach errantly

promoted by paragraph [13] is contingent on an amendment to the Rules and the Central Committee does not possess any such amendment powers. Its function is purely managerial. This analysis is supported by the decision of Harman J in *Tobacco Trade Benevolent Association Charitable Trusts* [1958] 1 W.L.R 806. At page [1116] he said of an unincorporated body:

“...it certainly cannot, in my view, confer upon itself by a mere resolution a power ... to alter its own rules”

168. In *Woodford v Smith* [1970] 1 WLR 806 the Chancery Division of the English High Court was, similar to the present case, asked to make declarations as to the membership of an unincorporated association known as “The Fulham and Hammersmith Rate-payers’ and Residents’ Association” (the “ratepayers’ association”). The ratepayers’ association was governed by a constitution and set of twelve rules which were adopted shortly after it was founded in 1935. It was also managed by a committee (the “management committee”) whose powers were defined by Rule 7 which provided: *“The association shall be managed by a committee of 20 to be elected at the annual general meeting in each year. The committee shall elect one of its number to act as chairman.”*
169. The first plaintiff in *Woodford* was an individual who submitted a membership form and paid the requisite fee but had not been confirmed as a member. The second plaintiff was already an admitted member. The commencement of the litigation was triggered by the management committee’s failure to give the plaintiffs notice of a general meeting at which elections were to be held. As it happened, the general meeting was convened but forcibly adjourned on account of violent rowdiness which broke out between persons present at the meeting. Prior to the date fixed for the adjourned meeting to resume, the plaintiffs in *Woodford* issued a writ against the defendants, one of whom was the management committee’s honorary secretary and the other being its chairman. The relief claimed by the plaintiffs was, *inter alia*, for a declaration that persons listed in a schedule attached to the writ were members of the association and had been so from the respective dates on which their subscriptions were received by the ratepayers’ association.
170. Membership eligibility was governed by Rule 2 of the ratepayers’ association which provided: *“Any person who agrees with the objects of the association shall be eligible for membership”*. Rule 3 provided for the sum of the annual subscription to be paid by members. In relation to the meaning of “*eligible for membership*” under Rule 2, the English High Court held that this was not synonymous with “*eligible for election to*

membership” because the evidence had established that, in practice, membership was constituted by completing the form and paying the subscription fee.

171. Of particular relevance to the present case, the management committee in *Woodford*, having deemed itself empowered to reject or suspend membership applications, purported to delegate to the first defendant a power to withhold a receipt for any completed membership application form and to refer the doubtful case to the committee for decision. The evidence of the first defendant as to the application procedure is quoted in the judgment of Megarry J at page [812]. The material parts of that evidence are as follows:

“A ‘proposing’ member obtains an application form...The form is then signed both by the proposing member and by the proposer and it is sent to me... Upon receipt of the application and subscription I make it my duty to visit the applicant, to introduce myself as the secretary of the association, and in almost every case, as he is admitted, to hand him a receipt for his subscription. ... As I understand the rules of the association any person who agrees with the objects is eligible and is almost certain to be admitted. In practice the very filling of the application form is virtually sufficient to secure membership because I am authorised to accept the member on behalf of the association. If any point should arise on any particular application I would refer it to the committee which under rule 7 is given the power to manage the association.”

172. As quoted by Megarry J at page [814] the first defendant also said:

“The reason why the committee decided to hold these nominations in abeyance has been set out above and it arises because the ordinary rules were felt not to apply in what was a clearly extraordinary situation which had never arisen in the whole history of the association.”

173. Mr. Duncan KC paralleled this evidence from the first defendant in *Woodford* with the evidence given by Ms. Simmons in the present case. Of note, Ms. Simmons’ Third Affidavit in these proceedings provides at paragraphs [53] and [54]:

“...

Extraordinary Circumstances:

53) In the lead up to the Leader and Deputy Leader elections, the Party was receiving bulk submissions of applications forms before the August 31st Deadline for Membership. These bulk submissions were being made by representatives of both the Curtis Dickinson and Jason Hayward campaign teams.

54) *The submission of thousands of new membership application forms and the payment of membership dues during the lead up to the scheduled Annual General Conference is at a level that has never been seen before in the history of the Bermuda Progressive Labour Party.”*

174. In *Woodford*, the Court heard arguments from Counsel defending the management committee’s claim to possess decision-making powers in respect of membership applications. The argument was made, in part, on the premise that it would be impossible for membership to be a wholly automatic matter. Addressing these points Megarry J said at pages [813]-[814]:

“...Before the committee can delegate anything to the first defendant the committee must itself have the power claimed for it. Do the rules give the committee any power to elect members, or to reject a person who completes a membership form and pays the subscription, or to postpone his membership? On this point the rules are indeed cryptic: and I venture to express the hope that whatever else may or may not be the outcome of this motion, a more explicit set of rules will be adopted by the association. I, however, have to do the best I can with the rules as they stand... ...

...

...

Mr. Hames forcefully attacked the concept of automatic membership as producing grotesque consequences. What, he asked, if a membership form was received from an infant, or from someone with the name Adolf Hitler?

To this attack, it seems to me, there is more than one answer. First, the rules manifestly fail to achieve the summit of perfection, and may indeed work unsatisfactorily in some cases; but nobody would suggest that rules are not rules unless they work perfectly. Nor do I think that the prospect of imperfections in extreme cases is a sufficient reason for saying that the rules must be construed differently for all cases by inserting requirements that are not there. Secondly, I see no reason why some infants should not become members. An infant of 17 years might well be fully qualified for membership, whereas in the case of an infant of 5, the committee might properly refuse to recognise him as a member on the ground that he could not be said in any real sense to be in agreement with the objects of the association. As for Adolf Hitler, I see no reason why a gentleman should be disqualified from membership merely because he bears this, or, indeed, any other name. If, however, the committee had reason to believe that no application had in fact been made by anyone of this name, and that the completed membership form was no more than a sorry form of jest, then they would be justified in refusing to include Adolf Hitler among the list of

members, on the ground that the membership form had not been completed in respect of any person who truly agreed with the objects of the association. A power in the committee to refuse to recognize as a member someone who had not complied with the rules as to membership seems to me very different from a power to refuse to recognize as members those against whom no suggestion has been made that they do not comply with the rules.”

175. In answer to the submission that terms ought to be read as implied into the rules, Megarry J said at page [814]:

*“Apart from being very cautious in implying terms, one must remember that for a term to be implied it is not enough to be sure that if the officious bystander had raised the point the parties would have said, “Yes, we ought to provide for that”: one must be sure that they would have said “But that is obviously already provided for” see *Garner v Coutts & Co.* [1968] 1 W.L.R. 173, 177, per Cross J. Further, one cannot imply anything into the rules by reason of a subsequent course of conduct. In the end Mr. Hames was forced into a contention based upon terms being implied into the rules by way of subsequent variation, founded on a course of conduct. I need say no more than that in my judgment the contention is as hopeless as it was valiant.”*

176. In this case, the Defendants contended that the powers of the Central Committee under Clause 8 of the Bye-Laws to “*impose reasonable eligibility requirements, vet applications and protect the Party against entryism*” are implicit. However, applying Megarry J’s approach, the asserted implied terms of Clause 8 are those that the Party feel ought to have been provided for, not what they “...*obviously already provided for*”. That is plainly so, having regard to the 8 September motion passed by the Central Committee proposing an amendment to expand the Central Committee’s duties and powers under Clause 8.

177. Megarry J’s judgment in the *Woodford* case is also of assistance to this Court insofar as the Court rejected the practice of rejecting or suspending confirmation of a bulk of application forms solely on the premise that the validity of one or more particular application forms was shown to be doubtful. The Court effectively found that each application form was to be considered and decided individually and on its own merit. At page [816] he said:

“I my judgment, subject to one qualification, the rules do not confer on the committee any power to reject or suspend any application for membership, and the committee cannot confer any power on the secretary or anyone else to postpone an application until the committee can consider it. The qualification is that if there are sufficient

grounds for believing that an application is not in accordance with the rules, as where it does not appear to have been in fact made by the proposed applicant, or he cannot fairly be said to be in agreement with the objects of the association, then the committee may refuse to treat the applicant as a member, at all events until the doubts are resolved. But doubts as to an application by A are no ground for rejecting or suspending an application by B. In the motion before me, no grounds have been established which would justify the rejection or the suspension of the applications made by the 57; and as the defendants have not, despite the lapse of time, put forward any detailed objection to any of their applications, I think they all became members as soon as their membership forms and subscriptions were received by or on behalf of the association.”

178. Two points warrant emphasis here in relation to the present case: (i) unlike Rule 2 in *Woodford v Smith*, there is no criterion stated in the PLP Constitution or the Bye-Laws requiring applicants for membership to agree with the objects of the Party and (ii) I have found that the Membership Process and Verification Guide is in most part lawful (save, *inter alia*, the directions which effectively make payment of subscription fees a criterion for membership as that is not the effect of Article IV). The Membership Process and Verification Guide is lawful so long as it is applied for the sole purpose of verifying that the person named on the application form is indeed the person who submitted the form (whether directly or indirectly) and is also a person who is of at least 18 years of age. That said, the verification process must not be misused as an opportunity to unduly delay or suspend confirmation of the application.

ANALYSIS OF THE ADDENDA

179. This analysis underpins this Court’s findings of law in respect of the Addenda passed by way of resolutions made by the Central Committee on 24 August 2026. The challenge to the validity of the Addenda was made not only on the basis that the Addenda was not formed by way of formal amendment to the Rules but also on the basis that the resolutions approving the Addenda evidence an intention for the Addenda to be applied retrospectively against all persons whose membership applications were submitted by 31 August 2026. It is thus convenient for me to address the retrospectivity issue immediately after setting out my analysis on the lawfulness of the Addenda.

Court’s Duty to examine the issues before granting declaratory relief

180. While the Defendants conceded to the prospect of an Order declaring the Addenda to be unlawful and invalid, Mr. Duncan KC rightfully submitted, as a matter of general

legal principle, that declarations of law made by the Court are issues on which the Court must be satisfied having performed its own judicial analysis. To put it another way, declarations of law are not issues for resolve or determination on the grounds of consent between the litigating parties.

181. This general principle was addressed by the English Court of Appeal in *Wallersteiner v Moir* (No.1) [1974] 1 W.L.R. 991, where Buckley LJ made the following remarks at page [35]:

“It has always been my experience and I believe it to be a practice of very long standing, that the Court does not make declarations of right either on admissions or in default of pleading. A statement on this subject of respectable antiquity is to be found in Williams v. Powell (1894) W.N.141, where Mr. Justice Kekwich, whose views on the practice of the Chancery Division have always been regarded with much respect, said that a declaration by the court was a judicial act, and ought not to be made on admissions of the parties or on consents but only if the Court was satisfied by evidence. If declarations ought not to be made on admissions or by consent, a fortiori they should not be made in default of defence, and a fortissimo, if I may be allowed the expression, not where the declaration is that the defendant in default of defence has acted fraudulently. Where relief is to be granted without trial, whether on admissions or by agreement or in default of pleading, and it is necessary to make clear upon what footing the relief is to be granted, the right course, in my opinion, is not to make a declaration but to state that the relief shall be upon such and such a footing without any declaration to the effect that that footing in fact reflects the legal situation.”

182. In his concurring judgment, Scarman LJ added:

“This discretion is a valuable safeguard in the hands of the Court. Take the instant case: though I entertain grave doubts as to the bona fide and honesty of Dr. Wallersteiner both in the financial dealings the Court is now considering and in the conduct of this litigation, injustice might well be done to him if without the benefit of trial the Court should declare him fraudulent, guilty of misfeasance and of breach of trust. For the very reason that the case reeks of the odour of suspicion, it is, I believe, the duty of the Court to exercise caution before committing itself to sweeping declarations: to look specifically at each claim, and to refrain from making declarations, unless Justice to the claimant can only be met by so doing. Generally speaking, the Court should leave until after trial the decision whether or not to grant declaratory relief and, if so, in what terms: see Williams v. Powell (1894) Weekly Notes 141.

Different considerations, however, apply when what is sought is a money or property judgment. When a defendant fails to plead, it is ordinarily in the interests of justice that the plaintiff should be able without more ado to obtain judgment for the money or property for which he is suing; the defendant is not without remedy after judgment in default, for, if he can show a bona fide defence, he can get it set aside before it is enforced. But, when what is sought is a declaration, there is the risk of irremediable injustice: the Court has spoken and words cannot be recalled, even though later they be negated: "nescit vox missa reverti", Horace, Ars Poetica, line 390, The power of the Court to give declaratory relief upon a default of pleading, of course, exists, but, for the reason crystallised by Horace in those four words of his, should be exercised only in cases in which to deny it would be to impose injustice upon the claimant."

183. What is plain from those passages is that the Court is dutybound to exercise real caution before making binding declarations of fact or law without the benefit of a trial or proper examination of the relevant underlying issues. That heed of warning, having been issued over a half century prior, has been heard and restated in modern case law (see *Montlake Qiaif Platform Icar v Tiber Capital LLP et al* [2021] EWHC 202 (Comm) at [44]). In *Pavillion Property Trustees Ltd v Permira Advisers LLP*, [2014] EWHC 145 Morgan J was concerned with an interim application for declarations by consent. The subject of the declaration related to the effect of the Landlord and Tenant (Covenants) Act 1995 on a guarantee and the liability of a lessee. At paragraphs [9]-[10] of his judgment, Morgan J stated:

"There is no issue between the parties as regards the meaning and effect of the guarantee. It has been repeatedly said that the court will be cautious before it makes a declaration by consent. The most recent authority dealing with that topic appears to be Animatrix Ltd v O'Kelly [2008] EWCA 1415 where the Court of Appeal upheld the judge's decision to grant declaratory relief because the case "was one of those rare cases where it is necessary to grant the declarations to do justice between the parties.

The earlier cases put forward various reasons why the court should not ordinarily grant a declaration by consent. The reasons vary somewhat depending on the nature of the matter being declared and whether it is a matter of fact or a matter as to the construction of a document or a matter of the general law. In a case like the present where there is no issue between the parties on a matter which concerns both the meaning of a document and a matter of the general law, the court should be cautious about granting declaratory relief for several reasons. The first is that there is no issue between the parties as to the legal position. The second is that the declaration sought relates in part to the operation and effect of the 1995 Act; the court should not ordinarily make a declaration as to the operation of a statute just because the parties

consent to such a declaration. A third reason is that in this case the court would only be prepared to make a declaration as to the meaning of the guarantee and the effect of the 1995 Act if the court considered that the declaration was right. The court must be persuaded of that. Because the matter is being argued on one side only, the court will naturally be cautious about arguments put on one side only. The court will normally wish to see if there are rival arguments which need to be considered. The court would normally expect counsel acting for the only represented party, even in a case where the other party consents to the relief sought, to identify any possible rival arguments and to make submissions as to how and why the court can safely dismiss those rival arguments.”

The Contractual Relationship between an Unincorporated Association and its Members

184. These are all purely issues of contract law as the nature of the relationship between an unincorporated association, i.e. the Progressive Labour Party, and its individual members is contractual. The contract is the unincorporated association’s governing body of rules which, in the present case, comprises the PLP Constitution and the Bye-Laws.
185. Delivering the judgment of the English Court of Appeal in *Evangelou v McNicol* [2016] EWCA Civ 817, to which Lady Justice Macur and Lord Justice Sales agreed, Lord Justice Beatson stated at paragraphs [18]-[20]:

“...

18. The Labour Party is an unincorporated association. As such, it has no separate legal personality from the of its individual members and as a matter of law is not a legal entity distinct from them, as it would have been had it been a company or an industrial and provident society. It is, however, subject to rules, currently those in the 2016 Rule Book.

19. The nature of the relationship between an unincorporated association and its individual members is governed by the law of contract:-

(a) The contract is found in the rules to which each member adheres when he or she joins the association: see Choudhry v Tresiman [2003] EWHC 1203 (Comm) at [38] per Stanley Burnton J.

(b) A person who joins an unincorporated association thus does so on the basis that he or she will be bound by its constitution and rules, if accessible, whether or not he or she has seen them and irrespective of whether he or she is actually

aware of particular provisions: John v Rees [1970] 1 Ch 345 at 388D – E; Raggett v Musgrave (1827) 2 C & P 556 at 557.

(c) The constitution and rules of an unincorporated association can only be altered in accordance with the constitution and rules themselves: Dawkins v Antrobus (1881) 17 Ch D 615 at 621, Harington v Sendall [1903] 1 Ch 921 at 926 and Re Tobacco Trade Benevolent Society (Sinclair v Finlay) [1958] 3 All ER 353 at 355B – C.

20. *Because the nature of the relationship between an unincorporated association and its individual members is governed by the law of contract the proper approach to the interpretation of the constitution and rules is governed by the legal principles as to the interpretation of contracts, and is a matter of law for the court. The approach is thus that set out in cases such as Chartbrook Ltd v Persimmon Homes Ltd [2009] UKHL 38 ... Arnold v Britton [2015] KSC 36...Marks and Spencer PLC v BNP Paribas Security Services Trust Co (Jersey Ltd) [2015] UKSC 72... The intentions of the parties to a contract will be ascertained by reference to what a reasonable person having all the background which would have been available to the parties would have understood the language in the contract to mean, and it does so by focusing on the meaning of the words in the contract in their documentary and factual context.*
21. *The meaning has to be assessed in the light of the natural and ordinary meaning of the words, any other relevant provisions of the contract, the overall purpose of the clause in the contract and the facts and circumstances known or assumed by the parties. In this context, this means the members of the unincorporated association, the Labour Party. In Foster v McNicol Foskett J, relying on Jacques v AUEW [1986] ICR 683 at 692, stated that the court can take into account “the readership to which” the rules of an unincorporated association are addressed when interpreting them.*
22. *The effect of the cases, in particular Arnold v Britton, is that the clearer the natural meaning of the centrally relevant words, the more difficult it is to justify departing from it. In Arnold v Britton the majority of the Supreme Court adjusted the balance between the words of the contract and its context and background by giving greater weight to the words used. In this case, where a very large number of people are parties to the contract, Re Sigma Finance Corp [2009] UKSC 2, [2010] 1 ALL ER 571 shows there is another reason for caution about the use of background material.”*

Article X of the Constitution and Clause 18 of the Bye-Laws

186. It being established, without controversy, that the Rules contain the contractual terms agreed between the Progressive Labour Party and its individual members, it follows that an amendment will only be valid if passed in accordance with the provisions of

the Rules permitting an amendment. The Rules empowering an amendment are to be found under Article X of the PLP Constitution and Clause 18 of the Bye-Laws.

187. Article X and Clause 18 reserve the amendment of the Constitution and Bye-Laws to a two thirds vote of the delegates at an Annual General Conference or Special Delegates Conference upon prescribed notice.

188. Article X governs the amendment procedure for amendments to the Constitution. It provides:

“... ”

A. This Constitution may be amended at the Annual General Conference or Special Delegates Conference, provided that any proposed amendments shall be forwarded through the Branch Secretary to the Secretary General no later than 21 days before the Conference date as resolved by the Central Committee.

B. No amendment shall be made to this Constitution and the Bye-laws unless it shall have been passed by a vote of two-thirds of the delegates of the Annual General Conference and/or a Special Delegates Conference.

C. (i) The Secretary General shall circulate all proposed amendments received by him to each Branch;

(ii) And, if any Branch shall within seven (7) days of the Conference Date give notice of intention to alter, or modify , any of such proposed amendments, and shall forward the details of the same to the Secretary General, the alterations or modifications of the proposed amendments shall also be placed on the Agenda of the Annual General Conference and/or Special Delegates Conference.

D. Notwithstanding anything contained in the preceding paragraphs of this clause, the delegates may, by a majority vote of the persons present and qualified to vote at such conference, order any proposed amendment to be placed on the Agenda.

E. This Constitution shall be subject to a mandatory review at intervals of every five years, or sooner, commencing from the first day of January 1987.”

189. Section I of Clause 18 of the Bye-Laws covers the amendment process in respect of the Bye-Laws. It provides:

“... ”

- A. These Bye-Laws may be amended at the Annual General Conference, provided that any proposed amendments shall be forwarded through a Branch Secretary to the Secretary General:*
- (i) not later than the fifteenth day of September each year, or*
 - (ii) in the event that Clause 5, Section II applies, not later than seven (7) days after receipt of any proposed amendments.*
- B. If any branch shall within seven days of the Conference date give notice to alter or modify any of such proposed amendments and shall forward the details of the same to the Secretary General, the alterations or modifications of the proposed amendments shall also be placed on the Agenda of the Annual General Conference.*
- C. Notwithstanding anything contained in the preceding paragraphs in this clause, the Annual General Conference may by a majority vote of the persons present and qualified to vote at same, order any proposed amendments to be placed on the Agenda.*
- D. The Bye-Laws shall be subject to a mandatory review at intervals of every five years, or sooner, commencing from the first day of January 1987 inclusive. The Chairperson of the Research Committee shall notify the Governing body of any inconsistencies or required amendments at the following Annual General Conference of the review year.”*

Whether the Addenda constituted a valid Amendment

190. Two sub-issues arise: (i) whether the measures promulgated by the Addenda can only be lawfully implemented by amendment under Article X and Clause 18, and, if so, (ii) whether the Addenda can lawfully govern persons whose application forms were submitted by 31 August 2026.

The First Addendum

191. The First Addendum is stated in a document entitled “*Party Leader’s Addendum to the 2026 Membership Process Resolution*”. It provides:

“WHEREAS the Central Committee has previously approved the 2026 Membership Process, under which membership is confirmed following the submission and processing of a valid membership application;

AND WHEREAS concerns have been raised due to membership lists now containing persons whose recent political activity may be inconsistent with supporting the aims and objectives of the Progressive Labour Party, and Article 8(A) of the Constitution provides that members of the Party are deemed to undertake to support the aims, objectives and policies of the Party;

AND WHEREAS the Central Committee considers it important to protect the integrity of the Party’s membership while ensuring that any disputed membership is considered fairly;

BE IT RESOLVED that, with immediate effect, in respect of applications for new membership, membership shall not be automatically confirmed where a valid objection is submitted in relation to an applicant falling within any of the following categories:

- 1. A person who was an OBA or FDM candidate, or who stood as a candidate against the PLP, in the 2020 or 2025 General Election;*
- 2. A person who nominated, campaigned for, publicly endorsed or otherwise publicly supported a candidate who stood against the PLP in the 2025 General Election, including through social media; or who publicly criticised the PLP in connection with supporting such a candidate or campaign;*
- 3. A person who served as an election agent for any political party other than the PLP, or for any candidate standing against the PLP, in the 2025 General Election.*

BE IT FURTHER RESOLVED that:

An objection may only be submitted by the Chair, Secretary, or MP of the relevant Branch;

Every objection must identify one of the three grounds above and include evidence supporting the objection;

The Party Executive shall review all properly submitted objections and make recommendations to the Central Committee;

Where an objection is received in relation to a new membership application falling within the above criteria, whether or not the application has already been processed or confirmed under the 2026 Membership Process, that membership shall be referred to the Executive for review and recommendation to the Central Committee;

The Executive shall present its report and recommendations on disputed memberships for consideration by the Central Committee at its meeting of 14 September 2026, at which time the Central Committee shall determine whether each membership should be confirmed or not approved.

BE IT FURTHER RESOLVED that this resolution applies only to new membership applications and not to renewal of membership by existing members. Any complaint concerning the conduct of an existing member shall continue to be dealt with in accordance with the disciplinary provisions of the Party Constitution and Bye Laws, including Article VIII and Clause 14.

BE IT FURTHER RESOLVED that the Executive shall prepare a standard objection form for use by Branch Chairs, Secretaries, or MPs for this purpose.”

The Second Addendum

192. The Second Addendum is entitled “*Motion: Eligibility to Serve as a Branch Delegate*”. It provides:

WHEREAS the Progressive Labour Party is a democratic, membership-based organisation whose internal electoral processes must command the confidence of its members;

AND WHEREAS individuals who have been publicly opposed to the Party’s core aims and objectives are being registered as members for the sole purpose or with the real risk of affecting the outcome of the Party’s internal leadership election without demonstrable commitment to the Party;

AND WHEREAS it has been necessary to protect the integrity of the Party’s internal leadership election process by ensuring that those entrusted to serve as delegates have demonstrated a reasonable period of membership and commitment to the Party;

AND WHEREAS Central Committee has the responsibility to protect the Party’s internal democratic processes from being manipulated by external interests;

BE IT RESOLVED that effective immediately, a member must have completed at least twelve (12) continuous months of membership in the Progressive Labour Party to be eligible to serve as a Branch delegate or on the PLP Executive.

BE IT FURTHER RESOLVED that the twelve-month qualifying period shall be calculated from the date on which the member's application for membership was formally accepted;

BE IT FURTHER RESOLVED that this requirement shall apply equally to all members and Branches and shall not otherwise affect the rights of new members to participate in the activities of the Party.

193. The sole criteria for membership under the PLP constitution is the age requirement of at least 18 years. The evidence stating the Pre-May Verification Practice demonstrates conformity with this single age requirement as prescribed under Article X. Under the Pre-May Verification Practice a prospective member, whose application form was properly completed and submitted by 31 August, was automatically confirmed as a member so long as that person had attained 18 years of age. Under the Post-April Verification Process, putting aside the offending paragraph [13] (as read with paragraph [14]) of the Verification Guide, membership would have also been confirmed once the relevant officers of the Party were satisfied that the prospective member was indeed the same person named on the membership application form and that the application form correctly recorded their contact information.
194. Effectively, the First Addendum sought to introduce a new criterion for confirmation of a membership application in respect of persons targeted by an objection made on any of the stated three grounds. That new criterion was the approval of the Central Committee, approval which the Central Committee deemed to be within its power to refuse. However, the PLP Constitution does not empower the Central Committee to refuse general membership to any person over 18 years of age who submits a completed membership application form by 31 August.
195. It is open to the management organs of the Party to regulate its own procedure. A clear example of its procedural autonomy lies in the decision whether to accept application forms in person and or by online submission. Another obvious example is the Party's entitlement to decide whether application forms ought to be accompanied by a birth certificate to establish proof of age. These kinds of procedural requirements are permissible as they facilitate compliance with the criterion fixed by the PLP Constitution, rather than seeking to extend it beyond what is prescribed by the PLP Constitution.

196. An enlargement of the age criterion which appears under Article IV may only be achieved by the adoption of a formal amendment, in accordance with Article X. Amendments to the Rules may not be lawfully executed by resolution made by the Central Committee.
197. The Second Addendum, by purporting to restrict a new financial member from being eligible for selection as a delegate, amounts to an attempt to informally repeal significant portions of Article VII A. of the PLP Constitution which provides:
- “Article VII A:
Upon joining the Party each member shall pay a subscription as hereinafter provided. The subscription shall be due and payable on or before the thirty-first day of August each year and shall be paid to the succeeding financial year in order for the member to be eligible as a delegate at an Annual General Conference or Special Delegates Conference.”
198. Article VII A. of the PLP Constitution is a contractual term between the members and the Party which confers a contractual right on each paying member to be eligible for selection as a delegate at an Annual General Conference or Special Delegates Conference. How is that contract formed? Any person of 18 years or more obtains an immediate entitlement to admission as a member once an application form is properly completed and submitted in their name within the requisite timeframe for filing application forms. Upon becoming a member, payment of the subscription fee automatically entitles that member to become a financial member. In exchange for the passing of that consideration by the paid-up member, Article VII A. constitutes a contractually binding offer to the financial member that he or she will be entitled to vote at branch meetings and will also be eligible to be selected as a delegate. However, the Second Addendum seeks, not by formal amendment, but by resolution passed by a management committee, to disturb the contractual terms confirmed under Article VII A. That is plainly unlawful.
199. For these reasons, I am bound to agree that (i) the First Addendum, by expanding the criterion stated under Article IV, is invalid and *ultra vires* and (ii) the Second Addendum, by limiting the scope of the rights of financial members under Article VII A., is also invalid and *ultra vires*.

ANALYSIS OF THE RETROSPECTIVITY ISSUE

200. The Defendants objected to paragraph [1(i)] of the Draft Order where it provides:

“Any future amendment by Article X of the Constitution or Clause 18 of the Bye-Laws with the purpose or effect of retrospectively removing any accrued rights from members of the Party or purporting to remove an individual member (or members) of the Party that applied for membership on or prior to 31 August 2026 is ultra vires, void and of no effect.”

201. The retrospectivity issue requires me to determine whether any amendment adopted after 31 August 2026 under Article X of the PLP Constitution or Clause 18 of the Bye-Laws is capable of enabling the Party to lawfully limit or remove any membership rights acquired by any individual who obtained or was entitled to obtain membership on or by 31 August 2026. More specifically, I am asked to determine the lawfulness of any future amendment arising out of the convening of a Special Delegates Conference where the purpose and or effect of any such future amendment is retrospective application of the First and or Second Addendum or a reduction of the current new membership rights in respect of persons whose membership applications were submitted by 31 August 2026.

202. The wider legal principles on retrospective amendments are unassumingly complex and varies according to the area of law concerned. However, while there is no absolute rule against retrospective amendments, its lawful application, where the effect is to exact a future burden in response to past conduct, is narrowed to the exception e.g. to serve the wider public interest. That is because there is a general common law presumption that legislation is not intended to operate retroactively in the sense that it removes or impairs vested rights under existing laws. In criminal law, there is a general protection against prosecution and penalty for acts committed at a time when it was lawful to carry out the act. That is widely recognized under both domestic and international convention law and is subject to rare exception e.g. war crimes. In public civil law matters, such as taxation cases, Courts near and far have had to grapple with whether the burden imposed by retrospective legislation was unreasonable and whether there was a failure to strike a balance between the competing interests. However, in private civil law cases, where there is a contractual relationship such as the present case involving members of an unincorporated association, the law against retrospective amendment is relatively well established.

203. In *Hole v Garnsey* [1930] A.C. 472 Lord Atkin said at page [493] – [494]:

“If a man enters into association with others for a business venture he commits himself to be bound by the decision of the majority of his associates on matters within the contemplated scope of the venture. But outside that scope he remains dominus, and cannot be bound against his will. The principle is seen in its simplest form in connection with partnership. I quote from the edition of Lindley on Partnership, 5th ed.

...

“... ... Each partner is entitled to say to the others: ‘I became a partner in a concern formed for a definite purpose and upon terms which were agreed upon by all of us, and you have no right, without my consent, to engage me in any other concern, nor to hold me to any other terms, nor to get rid of me, if I decline to assent to a variation in the agreement by which you are bound to me and I to you.’ Nor is it at all material that the new business is extremely profitable. This principle is applicable to all partnerships and companies, whether great or small, and is evidently one which requires only to be stated to be at once assented to as being just.” ”

204. In the judgment of Lord Tomlin, the position of a dissenter from a majority vote to amend is addressed at page [500] as follows:

“There is however, the second consideration. Does a power enabling a majority to amend the rules justify as against a dissenting member any alteration whatever, where, as here, neither by the statute nor by the rules themselves is any one rule expressed to be more fundamental and unalterable than any other?

The answer in my judgment must be in the negative. In construing such a power as this, it must, I think, be confined to such amendments as can reasonably be considered to have been within the contemplation of the parties when the contract was made, having regard to the nature and circumstances of the contract. I do not base this conclusion upon any narrow construction of the word “amend” in Rule 64, but upon a broad general principle applicable to all such powers. ...”

205. In *Dawkins v Antrobus* Jessel, M.R. opened the judgment of the English High Court at page [620] stating:

“This case is one of considerable difficulty. There are two principal points raised: First, whether the rule in question under which the expulsion of Colonel Dawkins has taken place is or is not a rule binding on him as a member of the Travellers’ Club. Now that does not depend on the inherent power of a club to pass a rule to expel one or more of its members; I for one am unaware of the existence of such a power, and I was surprised to hear such a proposition put forward. There is no more inherent

power in the members of a club to alter their rules so as to expel one of its members against the wishes of the minority, then there is in the members of any partnership which is founded on a contract, that written contract of course expressing the terms on which the members associate together; and it is intolerable to imagine that the majority should in such a case claim an inherent power of expelling the minority. I say that because that has been a matter pressed upon me as if capable of argument. I think it is not..."

206. Relying on *Society of Lloyd's v Robinson* [1999] 1 WLR 756 Mr. Pettingill argued that there is no absolute rule that an amendment power cannot alter existing rights. The House of Lords in *Society of Lloyd's v Robinson* were concerned with the construction of clause 2(a) of a Premium Trust Deed (the "PTD") which each underwriting member of Lloyd's or 'Name' (a representative Lloyd's underwriter) was to execute. Clause 2(a)(i) imposed a mandatory obligation for the trust fund to "*consist of all premiums and other monies whatsoever...payable to the Name in connection with the Underwriting...*". Clause 22 provided for a power of amendment in the following terms:

"...the Council may from time to time revoke and determine the trusts hereby constituted or ...vary or amend all or any of them or any of the provisions hereof in such manner as the Council think fit and the Council shall notify the Members' Agent...of any exercise of the powers conferred upon the Council under this clause".

207. The Council of Lloyd's subsequently made amendments to clause 2(a) of the PTD in exercise of their amendment powers under clause 22, the effect of which was to make all litigation recoveries by Name subject to the trust clause in 2(a)(i). Questions of interpretation arose as to whether the alteration was nevertheless caught by the unamended clause 2(a)(i). Lloyd's argued that clause 2(a)(i) ought to be construed as applying to all recoveries in litigation damages while Name contended that clause 2(a)(i) could not be properly read to apply to such recoveries. The House of Lords, in large part, ruled against Lloyd's on this construction of clause 2(a)(i). Delivering the judgment of the House, which was unanimously agreed by Lords Browne-Wilkinson, Woolf M.R., Steyn, Hope of Craighead and Hutton, Lord Steyn proceeded to consider the validity of the amendment made under clause 22. In his judgment he cited, with approval, *Hole v Garnsey* for the principle that a power of amendment reserved in a trust must be exercised for the purpose for which it was granted. That is the principle on which *Grand View Private Trust Co Ltd v Wong* [2022] UKPC 47 was decided as that principle goes to the question as to whether an amendment power was exercised beyond the reasonable contemplation of the parties or whether, as was the question in *Society of Lloyd's v Robinson*, the amendment was within the commercial purpose of

the instrument in question. That is the relevant context for Lord Steyn's quoted statement:

"But it is going too far to say that such a power of amendment may never be exercised to alter rights, or, specifically, to bring a new class of property within the scope of a trust."

208. Lord Steyn referred to the decision in *Allen v Gold Reefs of West Africa Ltd.* [1900] 1 Ch. 656 where the effect of an amendment to a company's articles was to alter the rights of shareholders where shareholders failed to pay calls on other shares which had not been fully paid up. In that case, the litigation was commenced by a shareholder whose case was that the exercise of the power of amendment exceeded the purpose for which it was given. The English Court of Appeal upheld the amendment in *Allen v Gold Reefs of West Africa Ltd.* on the basis of it being a commercially sensible construction as a "*shareholder could not say as against the company that he was entitled to special rights because he did not pay his debts*".
209. *Society of Lloyd's v Robinson* was cited by the UK Supreme Court in *Rainy Sky SA and Others v Kookmin Bank* [2011] UKSC 50. In the judgment of Lord Clarke, with whom the full Supreme Court agreed, he quoted from Lord Steyn's remarks in support of construing commercial documents in favour of a commercially sensible construction on the basis that such a construction will likely give effect to the parties' intentions. That is the real principle behind *Society of Lloyd's v Robinson*.
210. To the extent that the Court's construction of any ambiguous wording in an agreement is aimed to unsheathe the objectively visible intention of the contracting parties, this line of authority is of assistance. However, in the present case, I am not concerned with commercial contracts which are most often created in contemplation of the parties' commercial growth and development, nor am I concerned with an amendment clause in a trust instrument in which it was always within the objective contemplation of the beneficiaries that the trustees would exercise a power of amendment for the purpose for which it was granted. This case concerns a membership association, and the terms and parameters of a member's individual contractual rights are fixed by the rules of the unincorporated association. Those rights, once enshrined in a contract, may not be limited or removed from any individual unless that individual so agrees. That is no different from a case in which a consumer agrees to purchase a vehicle for a specified sum offered by the seller. In that example, the seller would not be lawfully entitled to later return to the purchaser and demand an additional sum for the purchaser's continued post-sale enjoyment of the vehicle.

211. Mr. Pettingill distinguished between retrospective action and a nullity in respect of an applicant who never in fact satisfied part of the membership criteria. While the distinction, as a matter of legal principle, is a sound one, the issue of a nullity does not arise on the factual evidence before me. I therefore need say no more about that.
212. As for Mr. Pettingill's contention to the effect that the new members would not be prejudiced by a retrospective amendment as there is no real deprivation or suffering of loss, I consider that proposition to be entirely unarguable. A person of at least 18 years who has properly submitted an application form and who, upon becoming member or being entitled to membership, pays a subscription fee is, in exchange for that consideration, owed, as of contractual right, the right to vote in branch meetings and is entitled to be selected as a delegate. The removal or interference with those acquired contractual rights does, I have no doubt, cause loss. I am grounded in that view and agree with the following statement made by Megarry J in *Woodford v Smith* at page [817]:
- "...The wrongful deprivation of a right to vote even at a meeting of a mere private association is, in my judgment, no trivial matter. It may not be possible to put any real monetary value on it, any more than it may be possible in the case of a preliminary vote see Ashby v White (1703) 2 Ld. Raym . 938); but that does not mean that the court must abstain from intervention."*
213. Mr. Pettingill also objected to paragraph [4] of the Draft Order where the Plaintiffs invite this Court to retain its jurisdiction to determine the lawfulness of any future amendment where the purpose or effect of any such amendment is to retrospectively remove any accrued right of new members. I see nothing improper about this term of Order as the purpose of these proceedings is to safeguard the new members from unlawful interference with their contractual membership rights.
214. In *Lee v The Showmen's Guild of Great Britain* [1952] 2 Q. B. 329 Denning LJ said at page [342]-[343]:

"Another limitation arises out of the well-known principle that parties cannot by contract oust the ordinary courts from their jurisdiction: see Scott v Avery (1856) 5 H.L.C. 811, per Alderson B and Lord Cranworth L.C. They can, of course, agree to leave questions of law, as well as questions of fact, to the decision of the domestic tribunal. They can, indeed, make the tribunal the final arbiter on questions of fact, but they cannot make it the final arbiter on questions of law. They cannot prevent its decisions being examined by the courts. If parties should seek, by agreement, to take the law out of the hands of the courts and put it into the hands of a private tribunal,

without any recourse at all to the courts in case of error of law, then the agreement is to that extent contrary to public policy and void...

... ...In the case of social clubs, the rules usually empower the committee to expel a member who, in their opinion, has been guilty of conduct detrimental to the club; and this is a matter of opinion and nothing else. The courts have no wish to sit on appeal from their decisions on such a matter any more than from the decisions of a family conference. They have nothing to do with social rights or social duties. On any expulsion they will see that there is fair play. They will see that the man has notice of the charge and a reasonable opportunity of being heard. They will see that the committee observe the procedure laid down by the rules; but they will not otherwise interfere...

*...
But the question still remains: to what extent will the courts intervene? They will, I think, always be prepared to examine the decision to see that the tribunal has observed the law. This includes the correct interpretation of the rules. Let me give an illustration. If a domestic tribunal is given power by the rules to expel a member for misconduct, such as here for "unfair competition," does that mean that the tribunal is the sole judge of what constitutes unfair competition? Suppose it puts an entirely wrong construction on the words "unfair competition" and finds a member guilty of it when no reasonable person could so find, has not the man a remedy? I think that he has, for the simple reason that he has only agreed to the committee exercising jurisdiction according to the true interpretation of the rules, and not according to a wrong interpretation..."*

215. Denning LJ continued at page [344]:

"The courts have never allowed a master to dismiss a servant except in accordance with the terms of the contract between them. So also they cannot permit a domestic tribunal to deprive a member of his livelihood or to injure him in it, unless the contract, on its true construction, gives the tribunal the power to do so. I repeat "on its true construction," because I desire to emphasize that the true construction of the contract is to be decided by the courts and by no one else."

ANALYSIS AND DECISION ON COSTS

216. At paragraph 7 of the Draft Order, the Plaintiffs seek an Order that the Defendants pay their costs of and associated with the Originating Summons, the *Ex Parte* Summons and any consequential applications thereto, on the standard basis to be taxed if not agreed.

217. I see no reason to refuse Plaintiffs' application for costs in respect of the filing of the Originating Summons and the *ex parte* summons for interim injunctive relief resulting in the first interlocutory ruling. The commencement of the litigation and the interlocutory relief obtained was necessitated by the Central Committee's wrongful attempt on 24 August 2026 to implement the Addenda. By ratifying the Addendum, the Central Committee errantly sought to amend the Rules by exercising their limited managerial powers under Clause 8 of the Bye-Laws.
218. Further, the Addenda, by its effect, would have unlawfully disturbed the existing contractual rights of the Second to Fifth Plaintiffs who are new financial members of the Party. The Second Addendum would have also subjected the First Plaintiff, as a running candidate for Party Leader, to the resulting prejudice of a reduction in the number of persons eligible to be selected as a delegate, as delegates are empowered to vote for or against candidates running for Party leadership. The evidence before this Court was that the Plaintiffs shared a neutrally prepared legal opinion (the "Opinion") with the Party in attempt to avoid these Court proceedings. That did not result in any agreement as to lawfulness of the Addenda. Thus litigation was necessarily commenced to challenge the Addenda which was found by this Court to be unlawful and *ultra vires*. Those are reasons sufficient to grant the Plaintiffs their costs on a standard basis in respect of the filing of the Originating Summons and the *ex parte* application for interim injunctive relief.
219. I also grant the Plaintiffs their costs in respect of the application to vary the 4 September 2026 Order as confirmed by the Consent Order of 10 September 2026 which introduced paragraphs 3A and 4A. Notwithstanding that the 10 September Order was made by consent between the parties, the variation of the 4 September Order was necessitated by the convening of the Central Committee on 8 September, upon short notice, to approve a motion brought by the Party Leader. The said motion proposed the convening of a Special Delegates Conference for 14 September 2026 to adopt an amendment creating a new set of rules which would apply to existing membership rights. The motion to convene the Special Delegates Conference was adopted by the Central Committee, notwithstanding the issue of the lawfulness of the Addenda having already been placed in the jurisdiction of this Court. For those reasons, the Plaintiffs are entitled to there costs occasioned by the 10 September variation Order.
220. The Plaintiffs are also entitled to recover their costs for the preparation and attendance of the 18 September hearing in which I granted the Plaintiffs' application for (i) a further variation Order in respect of the injunctive relief in place and (ii) the striking

out of irrelevant portions of the affidavit evidence filed by the Defendants. My reasons for having done so are reported in the second interlocutory Ruling in these proceedings.

221. However, in respect the summons application underpinning my Order of 24 September 2026 I grant the Defendants their costs on a standard basis only in respect of paragraphs [2]-[3] of the Plaintiffs' 24 September summons. (The balance of the summons shall be costs in the cause). That is because I accepted Ms. Simmons' evidence and her explanation of the alleged discrepancy of 373 members between the list of members disclosed under PSB-9 and PSB-19. In the end, I accepted her evidence that no member was removed from the Party's membership database, which she distinguished from the membership list. I further accepted her evidence that the PSB-9 and PSB-19 differed only because they are the results of two differently worded searches. Ms. Simmons' evidence at paragraph [34] of her Third Affidavit was: *"At no time before this application was made did the Plaintiffs or their attorneys ask the Party why the two lists differed. Had I been asked, I would have given the explanation set out above."* I have no reason to reject that evidence. For that reason, I grant the Defendants their costs occasioned by my Order of 24 September 2026.
222. As for the costs of the trial of the Originating Summons, in this Judgment I decided the jurisdiction, attribution and retrospectivity issues in favour of the Plaintiffs. While the Defendants conceded the Addenda issue, I accepted the Plaintiffs' submissions that the declaratory relief sought and obtained in favour of the Plaintiffs necessitated, as a matter of law, this Court's judicial examination and scrutiny. As to the verification issue, the Plaintiffs were more successful than not as I found that paragraph [13] (as read with paragraph [14]) (online applications) and paragraphs [12] and [13] (paper applications received by a third party) of the Verification Guide were indeed *ultra vires* to the Central Committee's management powers to verify membership applications. Those portions of the Verification Guide only served to disturb the criteria, i.e. the contractual terms, fixed by the Article IV of the PLP Constitution. I also found that portions of the Verification Guide that inserted payment of subscription fees as part of the application verification process to be contrary to what is required by the Rules.
223. On that overview of my findings, it seems to me that the appropriate Order of this Court is to grant the Plaintiffs their costs of the trial of the Originating Summons, subject to either party filing a Form 31 TC to be heard on costs occasioned by the trial of these proceedings.

CONCLUSION

Summary of Findings:

224. In summary, the primary findings of this Court are as follows:

1. **Jurisdiction:** The Originating Summons need not be amended as this Court has jurisdiction to grant the relief prayed in the Originating Summons and Draft Order.
2. **Attribution:** The attribution issue argued by the Defendants' Counsel is without merit. Payment of membership dues are required of members, not applicants, seeking to become financial members of the Party.

The 28 July 2026 bulk payment totaling \$18,775.00 in dues (\$25.00 for general membership and \$100 for lifetime membership) which was transferred from the personal bank account of the Fourth Plaintiff, Ms. Winifred Stevens, is attributable to the individual applicants in respect of the 655 general membership applications and 24 lifetime membership applications. Those applicants are entitled to be confirmed (if not already confirmed) as financial members, subject to the exercise of a lawful verification process.

No issue was taken as to the original source of payment of the remaining four transfers contributing to the total sum of \$45,845.00 paid in by Mr. Dickinson's campaign.

3. **Verification:** The Party is entitled to regulate its own administrative processes for verifying the submission of membership forms, so long as the verification requirements do not infringe on the membership criteria prescribed by Article IV of the PLP Constitution.
4. **Verification:** The Membership Process and Verification Guide records a lawful and reasonably necessary requirement in the verification process for membership admission, save for the text under:
 - i. paragraph [4] (online applications) and paragraphs [1] and [3] (paper applications received in person) and paragraph [2] (paper applications received by a third party) only to the extent that payment of subscription fees is a requirement of members seeking to become financial members, not applicants seeking to become members.

- ii. paragraph [13] (as read with paragraph [14]) (online applications) and paragraphs [12] and [13] (paper applications received by a third party) insofar as it purports to allow the Central Committee to withhold membership forms submitted by a representative of a candidate running in the upcoming leader or deputy leader election.
5. **The Addenda:** The First Addendum and the Second Addendum are unlawful as they each require implementation by the amendment procedure prescribed by Article X of the PLP Constitution and Clause 18 of the Bye-Laws. Article X and Clause 18 reserve the amendment of the Constitution and Bye-Laws to a two thirds vote of the delegates at an Annual General Conference or Special Delegates Conference upon prescribed notice.
6. **Retrospectivity:** No amendment adopted after 31 August 2026 under Article X of the PLP Constitution or Clause 18 of the Bye-Laws is capable of enabling the Party to lawfully limit or remove any membership rights acquired by any individual who obtained or was entitled to obtain membership on or by 31 August 2026. Any future amendment seeking to retrospectively apply the First and or Second Addendum or any other similar restriction against members whose membership forms were submitted by 31 August 2026 is *ultra vires* as any such amendment would constitute a breach of the contractual rights of existing members, unless agreed by each individual member so affected. Nothing in this Ruling prevents the Party from adopting the Addenda to be applied only to new applicants whose membership forms would be due after 31 August 2026.
7. **Costs of the pre-trial proceedings:** I grant the Plaintiffs' application for costs save for the costs of the summons application underpinning my Order of 24 September 2026 which I grant in favour of the Defendants in respect of paragraphs [2]-[3] of the Plaintiffs' 24 September summons. (The balance of the summons shall be costs in the cause). All such costs orders are made on a standard basis to be taxed if not agreed.
8. **Costs of the trial proceedings and the 24 September 2026 summons application, save paragraphs [2]-[3]:** Subject to either party filing a Form 31 TC within the next 14 days to be heard on costs occasioned by the trial of these proceedings, I grant the Plaintiffs their costs on a standard basis in respect of the trial of the Originating Summons.

Terms of the Order of this Court:

225. I have found in favour of the Plaintiffs on their Originating Summons and grant the terms proposed by the Plaintiffs in the Draft Order save that:

(a) Paragraph [1(g)] of the Draft Order shall be removed and will not be made as a Declaration of the Court.

(b) Paragraph [2(g)] of the Draft Order shall be stated in the Order of this Court as follows: *“The Defendants... .. be restrained from: Applying or using paragraphs [4] or [13] under “Process 1: Online Applications” of the Membership Verification Guide and paragraphs [2] or [12] under “Process 2: Paper Applications” (or any practice with the same or similar effect) when verifying applicants that applied to the Party on or prior to 31 August 2026. The Defendants are otherwise entitled to make use of the verification process stated under the Verification Guide.”*

(c) The following paragraph shall be included as a Declaration of this Court:

“Any membership form for admission to the Progressive Labour Party duly submitted on or before 31 August 2026 may only be refused or withheld from being processed, verified or confirmed on the grounds of:

i. Inability to confirm that applicant named on the membership form directly or indirectly submitted the membership form or

ii. Inability to confirm that the applicant is of at least 18 years of age”

(d) Paragraph [3] of the Draft Order shall be removed and will not be made as an Order of the Court.

(e) The following paragraphs shall be included as Declarations of this Court:

“The Central Committee is entitled to create and regulate its own administrative procedure for receiving and verifying the validity of all membership forms submitted on or before 31 August 2026 so long as that administrative procedure does not seek to or effectively operate to alter the criteria for admission as prescribed by Article IV of the PLP Constitution.”

“The Central Committee is entitled to be guided by and apply the procedure stated 2026 Membership Process for receiving and verifying the validity of all membership forms submitted on or before 31 August 2026, save that the Party may not delay the processing of any membership application or the confirmation of membership only by reason of non-payment of membership fees. Payment of membership fees is required of members (not applicants) seeking to become financial members of the Party.”

- (f) Paragraph [5] of the Draft Order shall be stated in the Order of this Court in the following terms: *“The Defendants shall serve on the Plaintiffs’ attorneys no later than 4:00pm on Friday 13 November 2026, in Excel format with separate columns for last name and first name and date of birth, a complete list of members that became members of the Party between 1 September 2025 and 31 August 2026.”*

Dated this 30th day of October 2026



THE HON. MRS. JUSTICE SHADE SUBAIR WILLIAMS
PUISNE JUDGE OF THE SUPREME COURT