[2025] JMSC Civ 159

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

CIVIL DIVISION

CLAIM NO. SU2025CV04617

BETWEEN	**TIFFANY STEWART**	**APPLICANT**
AND	**THE CLERK OF THE HOUSE OF PARLIAMENT**	**RESPONDENT**

IN CHAMBERS (VIA LIVELINK)

Douglas Leys, KC and Sheron Henry for the Applicant
Lisa White instructed by the Director of State Proceedings for the Respondent

Heard on December 30, 2025. Delivered on December 31, 2025

Judicial Review – Temporary Employment – Probationary Appointment – Termination of Employment – Public Service Regulations, par. 19 (a) and (b) – Legitimate Expectation – Procedural Fairness – Interim Injunction – Adequacy of Damages – Balance of Convenience

D. PALMER, J

The Applications

[1] The Applicant, Tiffiany Stewart, by her Without Notice Application for Court Orders filed on December 30, 2025, sought the following orders:

> 1. *An interim injunction to restrain the Respondent, whether by herself, her servants and/or agents or otherwise howsoever, from:*
>
> *a. Terminating the Applicant's employment as Senior Legislative Counsel on December 31, 2025, or on any other date, pending the outcome of this application;*

b. Taking steps to implement or give effect to the Notice of Termination of Temporary Employment dated December 19, 2025 pending the outcome of this application;

c. Removing the Applicant from the payroll of the Houses of Parliament pending the outcome of this application;

d. Appointing any other person to the position of Senior Legislative Counsel pending the outcome of this application.

2. *An order that the Applicant's application for leave to appeal [sic] be heard by the full court as a matter of urgency.*

3. *Such further and other relief as this Honourable Court may deem just.*

[2] She also, by Notice of Application for Court Orders for Leave to Apply for Judicial Review filed on December 30, 2025, sought the following orders:

1. *Leave to apply for Judicial Review.*

2. *An interim injunction to restrain the Respondent, whether by herself, her servants and/or agents or otherwise howsoever, from:*

a. Terminating the Applicant's employment as Senior Legislative Counsel on December 31, 2025, or on any other date, pending the outcome of this application;

b. Taking steps to implement or give effect to the Notice of Termination of Temporary Employment dated December 19, 2025 pending the outcome of this application;

c. Removing the Applicant from the payroll of the Houses of Parliament pending the outcome of this application;

d. Appointing any other person to the position of Senior Legislative Counsel pending the outcome of this application.

3. *Upon the grant of leave, the Applicant will seek the following administrative orders:*

   a. *An order of Certiorari to remove into this Honourable Court and quash the decision of the Respondent dated December 19, 2025, to terminate the Applicant's temporary employment;*

   b. *A declaration that the said decision is unlawful, null, void and of no effect for being in breach of the principles of natural justice and procedural fairness;*

   c. *A declaration that the Respondent acted unlawfully and/or illegally and/or irrationally and/or in breach of the Applicant's legitimate expectation;*

   d. *A declaration that the Respondent's reliance on Paragraph 19 (b) of the Second Schedule of the Public Service Regulations, 1961 was improper and unlawful in circumstances where the true basis for termination was alleged*

poor performance, thereby requiring an enquiry pursuant to Paragraph 19 (a).

e. *A declaration that the Applicant's rights under section 16 (2) of the Charter of fundamental Rights and Freedoms to a fair hearing have been breached.*

f. *Damages for breach of contract and/or constitutional breach.*

g. *Costs*

h. *Such further and other relief as this Honourable Court may deem just.*

[3] Counsel for the Applicant advised the Court at the end of the hearing of the applications that the urgent without notice of application for court orders is what the Court is to return a decision on. I have observed that there is an overlap in the orders being sought in both applications and the submissions of both counsel are relevant both to the application for injunctive relieve and for the application to apply for judicial review. Consideration has been had to Rule 1.1 of the Civil Procedure Rules (CPR), relating to the overriding objectives of the CPR, and paragraph (e) of that rule supports a position of determining both applications together, both as to make the best use of the court's resources and also because the sole affidavit filed is expressly stated as being in support of the application for leave to apply for judicial review. No prejudice or injustice is caused in so doing and the ruling will be in relation to both applications before the Court.

Applicant's Affidavit

[4] Ms. Stewart says in her Affidavit that she is an Attorney-at-Law who was employed by the Houses of Parliament in the position of Senior Legislative Counsel with effect from March 31, 2025. Her position is that rather than being in a temporary post, she was on a probationary period of six months with a view to her being considered for a permanent engagement in the post. The six-month probationary period was initially scheduled to end on September 30, 2025, and on or about October 2, 2025, she was presented with a Performance Evaluation Report (PER) covering the period April to September 2025, prepared by the Clerk to the Houses of Parliament, her direct supervisor. She asserts that the report contained numerous negative assessments of her performance, the findings of which she

fundamentally disputes. She took the view that the PER, which included a very detailed attachment, did not accurately reflect the quality of her work, her commitment to her duties, or the positive contributions she had made, including commendations received in relation to a presentation to the Office of the Prime Minister.

[5] Ms. Stewart explains that on October 8, 2025 she submitted a detailed written response to the PER, setting out her objections to the scores and attendant comments, and providing information to counter the adverse assessments. On October 13, 2025, the Clerk issued a formal reply to the Applicant's response which largely dismissed her concerns and upheld the original evaluation. By memorandum dated October 31, 2025 she was informed that her probationary period was being extended by one month to November 30, 2025 and that she had been placed on a Performance Improvement Plan (PIP). The Applicant responded to that memorandum on November 10, 2025, reiterating her concerns about what she regarded as a flawed and unfair evaluation process and expressing the view that she was being victimised. She indicates that her probationary period was further extended to December 31, 2025 by memorandum dated November 28, 2025.

[6] Ms. Stewart states that, believing the evaluation process to be unfair and predetermined, she sought intervention at a higher level and that she wrote on three occasions to the President of the Senate and the Speaker of the House of Representatives, on October 8, November 11, and December 1 2025, requesting an urgent meeting to address her grievances. She says that these requests were not granted, and she was advised by memorandum that the involvement of the President of the Senate in such a meeting was neither required nor appropriate. Ms. Stewart states that she disputed that position and insisted that the President should be present, proposing a new meeting date, but that she received no response thereafter.

[7] On December 19, 2025 she was served with a notice of termination of her temporary employment, signed by the Clerk of the House, Coleen Lowe, informing her that her employment would be terminated with effect from December 31, 2025. The termination was described as administrative in nature pursuant to paragraph 19(b) of the Second Schedule to the Public Service Regulations, 1961. She states that she responded to that notice by letter dated December 24, 2025, and asserts that the stated reason for her termination is a pretext for the true purported cause, which lies in the disputed allegations of poor performance contained in the PER and the subsequent PIP. She avers that reliance on paragraph 19(b) of the Regulations is an attempt to avoid the requirements for procedural fairness, including an enquiry, mandated by paragraph 19(a) in cases of performance-related dismissal.

[8] Ms. Stewart stated further that her termination was scheduled to take effect on December 31, 2025, according to the November 2025 extension, but the notice of termination and decision to terminate was before the expiration of the extended probationary period. She states that that if the termination were allowed to proceed as the Respondent intends, she will suffer immediate and irreparable harm. She says that she would lose her source of income, her professional reputation would be unjustly damaged, and her career progression would be severely affected. Ms. Stewart expresses the belief that damages would not be an adequate remedy, as her primary objective is to defend her reputation and to continue in the post for which she was selected as the most qualified candidate. She emphasises that she has over eleven years' experience as an Attorney-at-Law, is a distinguished Chevening Scholar, and laments that termination during a probationary period from a senior and high-profile public office in this manner would carry a lasting stigma in government service incapable of being quantified or compensated for. She states that she is suffering a loss of self-esteem, diminished professional confidence, and psychological distress, including anxiety and symptoms of depression, as a direct result of the actions taken against her, and fears that her

standing in the legal fraternity and future career prospects would be irreparably harmed.

[9] Ms. Stewart indicates that she is willing to give the usual undertaking as to damages if an interim injunction is granted and later found to have been improperly granted, and that she has the financial means to honour such an undertaking, having acquired savings over her years of practice. By comparison, she indicated that any risk of damage to the Government of Jamaica arising from the grant of an injunction would be minimal, as the post of Senior Legislative Counsel is a budgeted and necessary position and she would continue to perform the duties of the office during the period of the injunction. She avers that the matter is one of utmost urgency, that there is no suitable alternative remedy available to protect her interests as already outlined, and that judicial review, together with interim injunctive relief sought, are the only means to prevent her termination in a manner inconsistent with her legal rights. She therefore asks the Court to grant the relief sought, including an interim injunction restraining her termination pending the full hearing of her claim.

Applicant's submissions

[10] The Applicant submitted that the late receipt of the notice of her termination notice accounted, at least in part, for the urgent application and is why the immediate intervention of this Court is being sought in the legal vacation. In practical terms, this afforded her only a very limited window of time within which to obtain legal advice, give instructions, and prepare and file an application for judicial review and injunctive relief, particularly given that the termination was stated to take effect on December 31, 2025.

[11] On the merits of the application, the Applicant contends that there are serious questions to be tried. Central to this submission is the contention that the Respondent has purported to terminate her employment under paragraph 19(b) of the Second Schedule to the Public Service Regulations, 1961 ("the Regulations"),

while in substance the termination is grounded in allegations of unsatisfactory performance, the veracity of which she disputes. Reliance is placed on the Jamaican Court of Appeal decision in ***Paul Jennings v Director of Civil Aviation***, Supreme Court Civil Appeal No. 72 of 1995, where the Court explained that paragraph 19 establishes two distinct and mutually exclusive procedures:

> (i) dismissal for cause, which requires an inquiry and adherence to the principles of natural justice under paragraph 19(a),
>
> (ii) and termination without cause, which may occur without an inquiry under paragraph 19(b)

[12] The Applicant submits that the Court in ***Jennings*** emphasised that the label attached to the termination is not determinative; rather, the Court must look to the substance of the decision and the true reason for dismissal. Applying that principle to the present case, Ms. Stewart argues that her termination, though framed as "administrative" under paragraph 19(b), is in reality a course taken of an adverse PER and PIP. On that basis, especially in the context of her communications refuting some of the adverse assertions in the PER, it is contended that she was entitled to the procedural protections associated with a performance-based dismissal process, including a fair hearing, which she says she was not afforded. The purported reliance on paragraph 19(b) is therefore said to be an attempt to circumvent the safeguards mandated by paragraph 19(a).

[13] The Applicant further submits that the termination was premature and in breach of her legitimate expectation. Reference is made to the memorandum extending her probation to December 31, 2025, and in particular to the PIP, which suggested that no adverse action would be taken before the expiration of the stated period. It is argued that this created a clear representation that Ms. Stewart would be given until December 31, 2025 to improve her performance, followed by a further evaluation. The decision to terminate her employment in the December 19, 2025 letter before the expiry of the extended probationary period, it was submitted,

amounted to a broken promise and a breach of her legitimate expectation that she would have until December 31, 2025 before a decision would be taken , rendering the decision unlawful.

[14] At the heart of the application for interim relief is the submission that the harm Ms. Stewart faces cannot be adequately compensated by an award of damages. It is contended that the loss of a senior and high-profile public office, coupled with the attendant stigma and damage to her professional reputation, represents a form of harm that a court, months or years later, cannot meaningfully quantify or repair. Reliance is placed on established principles governing interlocutory injunctions, including ***American Cyanamid v Ethicon*** [1975] AC 396 and ***National Commercial Bank Jamaica Ltd v Olint Corp. Ltd.*** [2009] UKPC 16, to the effect that where damages are not an adequate remedy and there is a serious question to be tried, interim relief may be appropriate.

[15] Counsel referred to the case of ***Ridge v Baldwin*** [1964] A.C. 40 a landmark UK case where the House of Lords ruled that Brighton's Watch Committee dismissal of a Chief Constable, was null and void due to procedural unfairness. It was found that: (i) the committee had failed in its duty to observe the principles of natural justice; (ii) the committee had failed to prefer a charge against the appellant and had given him no notice nor opportunity to defend himself; (iii) there had been no report or inquiry; and (iv) the proceedings in a meeting had not been a full rehearing and had not made good the failure to observe the rules of natural justice. The decision is relied upon for the principle that natural justice principles extend to administrative decisions, not just judicial ones, holding that Ridge should have been told the charges and allowed to defend himself before dismissal. This case significantly expanded judicial review, ensuring public bodies must follow procedural fairness when dismissing officials, even if not acting in a strictly judicial capacity.

[16] The applicant also relied on ***Irani v Southampton and South West Hampshire Health Authority*** [1985] ICR 590 which illustrates the courts' sensitivity to cases

where termination from office carries consequences beyond mere financial loss, including professional standing and reputation. It is submitted that Ms. Stewart's affidavit evidence as to the psychological toll of the termination, its timing shortly before Christmas, and its impact on her self-esteem, confidence, and professional standing, reinforce the conclusion that damages would not be an adequate remedy.

[17] From the perspective of balance of convenience, the Applicant submits that the scales come down decisively in favour of granting an interim injunction, as the prejudice to the Respondent is limited to the continued payment of Ms. Stewart's salary during the interim period, a loss which is minimal given that the post is budgeted and that she is willing and able to continue performing her duties. Juxtaposed against the risk of serious and irreparable harm to Ms. Stewart if the injunction is refused, it was submitted that the greater risk of injustice lies in refusing the order.

[18] After the hearing was adjourned, the Applicant transmitted via email the authority of ***Dale Austin v Public Service Commission and the Attorney General of Jamaica*** [2018] JMFC Full 6, which they rely upon for its similarities to the instant application. Mr. Austin, a lawyer employed as a "temporary" Assistant Crown Counsel, was terminated under Paragraph 19(b) of the Public Service Regulations 1961, the same provision referred to here by the Applicant. The termination was purportedly "without an enquiry being held or without giving any reason." However, the true reason was an adverse security vetting report that Mr. Austin was never shown or given an opportunity to rebut.

[19] The Full Court found in favour of Mr. Austin, granting a comprehensive suite of remedies including *certiorari* to quash the termination, *mandamus* for reinstatement, and declarations that the termination was unlawful and in breach of natural justice. The Applicant relies on the case for the following key legal principles:

> *1. Paragraph 19(b) does not Apply to Professional Legal Officers: The court held that the category of "temporary employees" in Paragraph 19(b) refers to daily paid and casual workers, not to professional legal officers like an Assistant Crown Counsel. The court found "no obvious similarity" between the roles [para 55].*
>
> *2. Dismissal at will is unconstitutional: The court affirmed that public officers can no longer be dismissed "at will." Any dismissal must be for reasonable cause and must follow the principles of natural justice [para 89-91].*
>
> *3. Natural Justice is Paramount: Even if an employee is not a public officer, their treatment must accord with the Constitution and the laws of natural justice. The court stated, "In the absence of a clear path to termination... natural justice must lead the way to a just resolution" [para 101].*
>
> *4. Reliance on 19(b) is unlawful for performance-related terminations: The court explicitly declared that the termination in reliance on Paragraph 19(b) was "procedurally invalid and unlawful" because the true reason for termination was the adverse report, which required a fair hearing [Order 6].*

[20] The Court rejected a formalistic approach to the concept of "temporary employment" and held that the mere description of an appointment as "temporary" could not, without more, deprive a public officer of the protections of natural justice where the nature of the office, the consequences of dismissal, and the surrounding circumstances demanded procedural fairness. The Court stressed that where termination is based on adverse material affecting an officer's character, suitability, or professional standing, fairness requires that the officer be informed of the substance of the allegations and given an opportunity to respond, even if the applicable regulations purport to allow termination without reasons or inquiry.

[21] Significantly, the Court recognised the reputational and career-ending consequences that can flow from termination in circumstances involving adverse assessments of character or suitability, particularly for an attorney-at-law employed in a high-profile public office. The Court rejected the notion that such harm could be adequately addressed by damages alone and underscored the centrality of fairness and due process in public employment decisions.

[22] In Ms. Stewart's case, ***Austin*** is relied upon to reinforce her argument that her status as a temporary employee is not the end of the Court's inquiry, despite the fact that paragraph 19 (b) has been invoked as the basis for the termination. Her affidavit evidence speaks to the seniority of the office, the professional stigma

associated with termination following adverse performance findings, and the lasting damage to her career. It is submitted on her behalf that even where paragraph 19(b) is relied on, the Court must consider whether fairness, legitimate expectation, and the nature of the decision-making process required more than what was afforded to her.

Respondent's submissions

[23] Given the urgent nature of the application, the Applicant served the application and supporting documentation on the Respondent, who was also in attendance. Despite the inability to file any affidavit in response, and that the application can be heard without notice to the Respondent, Counsel from the Director of State Proceedings was heard in submissions opposing the grant of orders sought. Counsel's subsequent submissions sent via email that evening and filed in a couple hours before the time for the ruling were also considered and are summarised here in view of the very urgent nature of the application.

[24] It was submitted that that this is an application for leave to apply for judicial review in circumstances where the Applicant's employment status was, from its inception, temporary and expressly governed by written terms. Reliance is placed on Ms. Stewart's own exhibit TS-1, which records that her appointment as Senior Legislative Counsel was temporary in nature and subject to specific terms and conditions, including termination on one-months' notice or payment in lieu of notice. It is submitted that the Clerk to the Houses of Parliament acted strictly in accordance with those terms and that Ms. Stewart was at all material times a temporary employee and not acting in the post with a view to permanent appointment.

[25] The Respondent submits that, upon assessment, Ms. Stewart's performance was found to be below the standard required. While her probationary period was extended on more than one occasion, those extensions were expressly intended to afford her additional time to remedy identified deficiencies. It is contended that

her performance did not improve during those extended periods and that there was a consistent pattern of unsatisfactory assessment. It was contended that Ms. Stewart was engaged in meetings with those responsible for her assessment, and that on at least one occasion she declined engagement. Against that background, it is said to be incorrect to assert that her right to be heard was infringed or that she was denied an opportunity to respond. The evidence demonstrates that she was communicated with in writing, provided with assessments, and afforded the opportunity to express her disagreement with those assessments, which she in fact did.

[26] It was asserted for the Respondent that there was no allegation of misconduct against the Applicant. The issue was one of poor performance by a temporary employee, not misconduct within the meaning of paragraph 19(a) of the Regulations. Accordingly, the Respondent contends that paragraph 19(b) was properly invoked and that no inquiry was necessary nor mandated by the Regulations. The Respondent maintains that it is not borne out by the evidence, either in her affidavit or in the numerous attached exhibits, that the dismissal was for misconduct. The decision, it was submitted, was administrative following repeated unsatisfactory performance assessments.

[27] The Respondent also rejects the assertion that any legitimate expectation arose. It is submitted that no promise was made, whether in the memorandum of November 28, 2025, or otherwise, that Ms. Stewart would necessarily be assessed only after December 25, 2025, or that her employment would continue beyond that date. The PIP and the several extensions to her probation merely reflected an opportunity to improve, not an assurance of continued employment. It is further submitted that exhibit TS-7, the memorandum in which the final extension was given, cannot reasonably be construed as containing a promise capable of grounding a legitimate expectation. Ms. Stewart was, throughout, aware of the negative assessments and of the risk of non-confirmation or termination.

[28] In addressing the contention that the termination was, at best, premature, the Respondent invited the Court (no doubt given the short notice and inability to file an affidavit in response) to take judicial notice of the parliamentary calendar, noting that the final sittings of the House of Representatives and the Senate occurred on December 16 and 19 respectively. In that context, the timing of the letter of December 19, 2025, is said to be neither improper nor premature, presumably since the opportunities for assessment in those arenas had come to an end. While the Applicant places emphasis on the proximity to Christmas, the Respondent submits that no promise was made that her employment would continue beyond December 31, 2025, and that the timing alone does not render the decision unlawful.

[29] The Respondent further argues that the Applicant's reliance on ***Jennings*** is misplaced. That case, it is said, turns on its own facts, involving allegations of misconduct which, in substance, triggered the requirements of paragraph 19(a) notwithstanding reliance on paragraph 19(b). By contrast, Ms. Stewart's case involves no misconduct, only unsatisfactory performance by a temporary employee. The factual bases for the decision in ***Jennings*** are therefore distinguishable, it was argued and does not assist the Applicant.

[30] Reference was made to the provisions of the Staff Orders of the Public Service, 2004, which are said to be relevant and consistent with the Public Service Regulations. At paragraph 1.4.1, temporary appointments are not usually intended to extend beyond 6 months, paragraph 1.5 addresses probationary periods, and paragraph 14.5 expressly provides that a temporary appointment may be terminated at any time and at 14.6 it is also noted that an employee on probation may also be terminated at any time. It is submitted that these provisions are wholly in alignment with paragraph 19(b) of the Regulations and reinforce the Respondent's position that termination on notice or payment in lieu is lawful in the circumstances. TS-1 itself expressly contemplates termination in that manner it was contended. It was acknowledged however that neither of the conditions

referred to in the appointment letter of TS-1; either one-months' notice or the one-month's pay in lieu of notice, have been complied with in the termination.

[31] On the issue of stigma and reputational damage, the Respondent submits that the Applicant's assertions are, at best, speculative. There were assessments of her performance in-house, and there has been no public airing of those assessments, nor any allegation of misconduct. There is, it is submitted, no factual basis on which it could be said that termination in these circumstances would carry lasting stigma, particularly where she is a temporary employee whose appointment simply came to an end following an unsatisfactory PER.

[32] In relation to the interlocutory injunction, the Respondent submits that, applying the principles in ***American Cyanamid***, there is no serious issue to be tried. Having regard to the affidavit evidence, the Staff Orders, and paragraph 19(b) of the Regulations, the application is said to disclose no realistic prospect of success. Reference is made to the test in ***Sharma v Brown-Antoine and others*** [2006] UKPC 57, it being contended that there is no prospect of success, the claim is bound to fail and that leave ought, therefore, not to be granted. The Respondent further submits that where a mandatory injunction is being sought, a heightened standard applies because the injunction sought is, in substance, requiring the continuation of an employment relationship.

[33] As to irreparable harm, the Respondent argues that even if leave were granted, damages would be adequate and the appropriate remedy. Any allegation of reputational and psychological harm is speculative and unsupported by the evidence submitted. On a balance of convenience, the Court is urged to consider where the least overall harm lies, taking into account the public interest. Persuasive reliance is placed on the Canadian decision in ***RJR-MacDonald INC v Canada*** [1994] 1RCS 311 emphasising that the balance of convenience and public interest considerations weigh against granting the injunction.

[34] In ***RJR–MacDonald***, the Supreme Court of Canada considered applications by major tobacco companies seeking to stay the operation and enforcement of regulations pending the determination of constitutional challenges to the legislation. The Court reaffirmed that applications for interlocutory relief, whether framed as injunctions or stays, are governed by the familiar three-stage test derived from ***American Cyanamid*** and adopted in Canada in ***Manitoba (Attorney General) v Metropolitan Stores***. First, the applicant must demonstrate that there is a serious question to be tried. Secondly, the applicant must show that it will suffer irreparable harm if relief is refused. Thirdly, the court must determine where the balance of convenience lies, including consideration of the public interest.

[35] The Court emphasised that the "serious question" threshold is intended to exclude only frivolous or vexatious claims but cautioned that the court should not engage in a detailed assessment of the merits at the interlocutory stage, save in exceptional circumstances where the interlocutory decision would effectively determine the entire action. The focus is on whether the claim is arguable, not whether it is likely to succeed.

[36] In relation to irreparable harm, the Court explained that "irreparable" refers to the nature of the harm, not its magnitude. Harm may be irreparable where it cannot be adequately quantified in monetary terms or where it cannot be cured by an award of damages at trial. In the context of public law and constitutional litigation, the Court recognised that even financial loss may, in certain circumstances, be treated as irreparable, particularly where recovery of damages is uncertain. Nonetheless, the Court stressed that irreparable harm must be established on evidence and not on speculation.

[37] On the limb of the balance of convenience, the Court highlighted that where government action or legislation is under challenge, the public interest is an important consideration. Courts must be slow to restrain the operation of measures enacted or implemented in the public interest, and there is a strong presumption that such measures serve a public good. An applicant seeking interlocutory relief

must therefore demonstrate that the harm it would suffer from refusal of relief outweighs not only the harm to the respondent but also any harm to the public interest arising from the grant of relief. The Supreme Court in ***RJR–MacDonald*** ultimately refused the stays sought, although serious constitutional issues were raised, and held that the balance of convenience and the public interest in the enforcement of public health legislation weighed heavily against granting interlocutory relief.

[38] Finally, the Respondent maintains that the Clerk acted squarely within paragraph 9 of the TS-1 appointment letter, which speaks to the employment being terminable by one-months' notice in writing on either side or one month's salary in lieu of notice. Ms. Stewart did not receive one-month's written notice, neither has she received salary in lieu of notice, though it was submitted that up to the time of the hearing, arrangements were being made to make the payment. The Respondent further submits that the without-notice application should not have been entertained, and that the matter does not fall within the category of cases requiring consideration by a full court under rule 56.8 of the Civil Procedure Rules.

[39] In respect of ***Irani*** counsel submitted by email that it the circumstances of this case are distinguishable from those in the instant application for a number of reasons. Firstly, it was submitted, it involves injunctions in the particular circumstances of a protection of contractual rights, and the enforcement of a contract where specific performance would not be decreed, contracts for personal service and injunction to restrain breach of contract of employment.

[40] Further, the employee was an ophthalmologist who was employed by the employer authority and was dismissed when he quarrelled with the consultant in charge of the clinic. The employee claimed that the employer failed to follow the disputes procedure laid down in his employment contract. He sought an injunction restraining the employer from implementing his dismissal before following the disciplinary procedure. The employer argued that the normal rule that the court would not grant an injunction to restrain a breach of employment contract should

apply. The Chancery Division held that in general, the usual remedy available to the person dismissed would be damages, but that there was a statutory restriction applicable in that case that restriction does not arise in the instant matter.

[41] It was submitted that the factual matrix in ***Irani*** is very different from what arises in the matter involving the applicant herein, as follows:

> *Mr. Irani, an ophthalmologist, held a part-time hospital appointment with the defendant health authority.*
>
> *A dispute arose between him and the consultant in charge (Mr. Walker).*
>
> *The authority set up an ad hoc inquiry panel, which heard both parties separately and produced a report (never shown to Irani).*
>
> *Based on the report, the authority concluded the differences were irreconcilable and decided Irani should go (as the junior, part-time doctor).*
>
> *On 8 June 1984, the authority gave Irani six weeks' notice of termination, offering a "home-made" appeal to the regional health authority (with no contractual or statutory basis).*
>
> *Irani claimed the authority failed to follow the disputes procedure under section 33 of the Whitley Council's Conditions of Service ("blue book"), incorporated into his contract.*
>
> *He sought an injunction restraining dismissal until the procedure was exhausted.*

[42] The establishment of the *ad hoc* inquiry panel, the manner in which the enquiry was conducted and the fact that the report from the panel was never disclosed to Dr. Irani are fundamental breaches of fairness and natural justice. By way of contradistinction, Ms. Stewart has always been aware whether by way of the assessments or in written communication from the assessor(s) what obtains concerning the assessments of her performance. No arbitrary procedure or *ultra vires* procedure was engaged by the Clerk for the Houses of Parliament. The ***Irani*** authority, it was argued, is distinguishable in this regard.

[43] The authority in offering a 'home-made' appeal acted without any basis as there was nothing in either the law or the contract to ground such an offering. Dr. Irani was therefore able to demonstrate that the authority failed to follow what was prescribed in statute. In the instant matter, it is submitted that the Respondent

acted within her remit based on the delegated authority from the Governor General and acted in accordance with paragraph 19(b) of the second schedule of the Public Service Regulations.

[44] It is in the context that the state authority contravened its statutory remit that Dr. Irani obtained an injunction requiring an employer to go through the requisite statutory procedure. The issues considered were as follows:

> *Can the court grant an interlocutory injunction in an employment contract case? (General rule: Courts rarely grant specific performance or injunctions in contracts of personal service.)*
>
> *Were there special circumstances justifying departure from that rule?*
>
> *Would damages be an adequate remedy?*

[45] The court in ***Irani*** found and the defendant conceded that a triable issue was whether the authority breached the contractual procedures and the law i.e. section 33 of the UK statute and section 40 of the blue book (incorporated into the contract). It was submitted that in the instant matter, the Clerk of the Houses of Parliament acted in accordance with the engagement letter (exhibit TS1 - see paragraphs 8 and 9 of the terms and conditions) and the law (see paragraph 19(b) of the second schedule of the Public Service Regulations)

[46] The court in ***Irani*** found that damages were inadequate as section 33 of the UK statute could not operate after the dismissal, Irani would have become unemployable in the NHS due to negative references from Mr. Walker and Irani could have possibly lost the right to use NHS facilities for private patients. Ms. Stewart is in a different position in the instant matter as a hearing is not required under paragraph 19(b) and there is no evidence of negative referral from the Respondent. There is also no evidence, it was submitted, that Ms. Stewart will not be employable in the public service henceforth.

[47] The court in ***Irani*** found the balance of convenience lay in Dr. Irani's favour as the authority had no complaint about Irani's conduct or competence and the case involved enforcing procedural rights, not reinstating Irani indefinitely. In Ms.

Stewart's case it is submitted, that on the face of the record that she has been found to be underperforming and there is concern about her competence. In the instant matter, it is argued that the enforcement of procedural rights does not arise.

[48] Counsel contends that in the context of ***Irani's*** case it is understandable why the court departed from the general position that injunctions are not granted in employment situations. Also, the context of that case where procedural rights were ignored, the court could have rejected the argument that damages were not an adequate remedy. By way of contradistinction, it is submitted that Ms. Stewart is in a different position, having benefited from several hearings and exchanged written communication with the assessor(s).

[49] Employment injunctions are rare, counsel contended and an injunction ought not to be granted in the Applicant's application as:

i. the contractual right to procedural protection has not been engaged or infringed;
ii. damages are adequate;
iii. there is a loss of confidence in her work;
iv. unlike with ***Irani*** there is no contractual dispute requiring resolution mechanisms to be engaged;
v. unlike with ***Irani***, on the evidence presented, nothing arises that forecasts a negative impact on Ms. Stewart's career. Also, fairness and irreparable harm are not at stake.

[50] In relation to ***Austin***, the Respondent submits that the case turned on a fundamentally different factual and legal matrix. It is emphasised that Mr. Austin was a temporary Assistant Crown Counsel whose employment was terminated immediately, without a hearing or any opportunity to respond, and in circumstances which triggered serious allegations affecting his character and integrity. The Court in ***Austin*** was therefore concerned with an absence of process and with reputational harm arising from undisclosed adverse material. By contrast, the Respondent argues that Ms. Stewart was repeatedly engaged throughout the assessment process, both in writing and in person, and was fully aware of the concerns regarding her performance. She was afforded opportunities to respond

to her PER, benefited from extensions of her probationary period, and was placed on a PIP.

Analysis and findings

[51] In ***Jennings***, relied on by the Applicant, the Court of Appeal considered the lawfulness of the termination of a temporary public officer purportedly effected under paragraph 19(b) of the Second Schedule to the Public Service Regulations. Mr. Jennings was temporarily employed as an air traffic controller and was dismissed without a hearing under paragraph 19(b). This was despite the fact that the actual basis for the termination involved allegations of misconduct. The central issue was whether the employer could rely on the form of paragraph 19(b) where, in substance, the dismissal arose from conduct that properly attracted the procedural safeguards under paragraph 19(a).

[52] The Court held that paragraph 19 of the Second Schedule establishes two distinct and mutually exclusive modes of termination: dismissal for misconduct under paragraph 19(a), which necessarily requires an inquiry and adherence to the principles of natural justice, and termination without cause under paragraph 19(b), which does not. Critically, the Court emphasised that an employer cannot avoid the procedural protections of paragraph 19(a) by merely labelling a dismissal as one under paragraph 19(b) if, in truth, the decision is grounded in allegations of misconduct or blameworthy conduct. The substance of the decision, rather than its form, is determinative.

[53] In the context of Ms. Stewart's case, the Applicant relies on ***Jennings*** to support her contention that although her termination was characterised as "administrative" under paragraph 19(b), the factual matrix disclosed by her affidavit shows that it arose directly out of adverse performance assessments, a PER, and a PIP. As in ***Jennings***, it is contended that the Respondent has sought to use paragraph 19(b) to avoid the requirement for procedural fairness that would ordinarily apply where termination is grounded in poor performance or some other fault-based

consideration. The case is therefore relied upon as authority for the proposition that the Court must look beyond the label attached to the termination as shown in TS-1 and examine its true character.

[54] In ***Irani*** the English Court of Appeal addressed whether an injunction should be granted to restrain the termination of a medical practitioner's employment pending the resolution of internal disciplinary procedures. Dr. Irani, faced termination in circumstances that had the potential for profound and adverse consequences for his professional reputation and future employability. The dispute that arose between himself and a senior consultant resulted in an *ad hoc* investigation a report was prepared, which Dr. Irani was not permitted to see. Their respective accounts of the dispute were irreconcilable, and given Dr. Irani's part-time status, the decision was taken for his employment to be terminated. He sought the protection of Health Services "blue book" which governed conditions of service for medical and dental staff, and which provided procedures for resolving disputes between employing authorities and employees.

[55] The Court, in recognition of the fact that there had been no criticism of Dr. Irani's conduct or professional competence, concluded that damages would not be an adequate remedy for the loss of employment in the circumstances and granted the injunction. The Applicant relies on the ruling to emphasise that where dismissal carries with it a serious professional stigma and threatens to irreparably damage a practitioner's career, damages may be wholly inadequate. The Court recognised that reputational harm, loss of professional standing, and the inability to practise one's profession on equal terms are injuries that cannot readily be quantified or repaired by a damages. In such circumstances, the preservation of the *status quo* through injunctive relief may be justified, even in the context of an employment relationship.

[56] The Applicant relies on ***Irani*** to support her position that her impending termination from the senior and visible public office that she now holds, and in such a seemingly unceremonious fashion, carries consequences beyond immediate

financial loss. Her affidavit speaks to the stigma of termination during probation, the damage to her standing in the legal fraternity, and the psychological and professional harm she has already suffered. The Applicant relies on the case for the proposition that a decision that vindicates her months or years down the line, may be too late, as even an award of damages would be unable to adequately compensate such harm. Her position is that interim injunctive relief is necessary to prevent irreversible damage pending the determination of her judicial review claim.

[57] On the evidence at the hearing, it is argued by the Respondent that Ms. Stewart's termination complied with paragraph 19(b) of the Regulations as she was not dismissed for misconduct under 19 (a) though the dismissal was in fact for persistent underperformance, which she was given time to improve. There is, it is contended, no evidence of any attempt to damage her professional reputation and any suggestion of stigma or long-term reputational harm is as speculative at best.

[58] The core principles governing applications for leave to apply for judicial review are stated in ***Sharma v Brown-Antoine***, and they are of direct relevance to the present proceedings. The decision makes clear, first, that the requirement for leave is not a mere formality. Leave operates as an important filtering mechanism designed to make the best use of Court resources and prevent the court's time being taken up by claims that are speculative, weak, or better resolved by other means. An applicant must demonstrate more than a theoretical or arguable grievance; the claim must disclose an arguable ground for judicial review with a realistic prospect of success. The Court emphasised that whether there is an arguable case cannot be determined by hope that deficiencies in the case will be cured through interlocutory processes or disclosure.

[59] ***Sharma*** establishes that, at the stage of an application for leave to apply for judicial review, the court is not required to accept the applicant's factual assertions at face value. In an application for leave to apply for judicial review the judge must consider all the evidence placed before it and to assess whether, on that material, the claim is realistically capable of succeeding. The Privy Council criticised the approach of

a judge who assumed the truth of the applicant's allegations without evaluating them against the totality of the evidence. The court must form a provisional but reasoned view of the strength of the claim, even though it is not making findings of fact.

[60] Thirdly, ***Sharma*** underscores the fact that the nature and gravity of the issue affect the degree of scrutiny at the leave stage. Where the relief sought is exceptional, or where the consequences of granting leave are particularly serious, the evidential threshold is correspondingly higher. That is in line with the Respondent's assertion that where a mandatory injunction is sought, that the threshold is necessarily higher.

[61] ***Sharma*** makes clear that leave should ordinarily be refused where the applicant's complaint can be adequately and fairly resolved through another legal process as judicial review is a remedy of last resort. Even where a decision is susceptible to review in principle, the court must consider whether the substance of the grievance can be addressed in existing proceedings or by another mechanism. If so, that consideration weighs heavily against the grant of leave.

[62] Additionally, the Privy Council emphasised the duty of the judge granting or refusing leave to give clear and intelligible reasons, while a leave decision is interlocutory, it must nonetheless disclose why the judge considers the claim arguable. A failure to identify the evidence relied upon, or to explain why the threshold has been met, may justify the decision to grant leave being overturned.

[63] In summary, ***Sharma*** establishes that applications for leave to apply for judicial review demand a careful, evidence-based evaluation at the threshold stage. The applicant must show a realistic prospect of success, not mere that it is arguable; the court must assess all the material before it; the court must consider whether alternative remedies are available; and exceptional relief requires exceptional circumstances to justify the grant of leave.

[64] Though the principles outlined in ***American Cynamid v Ethicon*** and ***NCB v Olint*** are by now ell hackneyed, they bear some repetition for the purposes of my findings. There must be a serious issue to be tried. The court must be satisfied that the claim is not frivolous or vexatious. There must be “good arguable grounds" for the claim, but it is not the court's role at this stage to resolve contested evidence or determine the case's likelihood of success at trial. The court must consider whether damages would be an adequate remedy for the Applicant if the injunction is refused but they succeed at trial. If damages are adequate and the defendant can pay, an injunction should not normally be granted. If damages would not be an adequate remedy, the court then considers whether there is an undertaking as to damages if the injunction is granted but the defendant succeeds at trial. If so, an injunction should ordinarily be granted. Where there is uncertainty as to the adequacy of damages, for either party, the court must consider in whose favour the balance of convenience weighs.

[65] Given that the application for the injunction is without notice, ***NCB v Olint*** provides additional guidance in without notice applications, and emphasizes that notice should only be dispensed with in rare and genuinely urgent circumstances where giving notice would enable the defendant to take steps to defeat the purpose of the injunction or where there is literally no time to give notice before the threatened wrongful act occurs. Of course, while the application for leave to apply can be granted on a without notice application, without notice application for injunctions ought only exceptionally to be considered and granted. An applicant has a duty to make full and frank disclosure of all material facts to the court, including any facts adverse to their case, and a failure to do so can result in the immediate discharge of the injunction, regardless of its merits. Though the merits of the application have been contested, the Respondent does not suggest that there has been any failure to make full and frank disclosure to the Court in this application. It is also noted that though it was without notice, the Respondent was in fact served and allowed to be heard through Counsel form the office of the Director of State Proceedings.

[66] At the heart of this application lies a dispute between the Respondent's characterization of the Applicant's appointment as a purely temporary engagement, terminable at will, and the Applicant's position that she was treated unfairly in the issuance of the termination notice on December 19, 2025. The evidence placed before the Court with the attendant exhibits provides guidance.

[67] Although the Respondent repeatedly asserts that the Applicant was engaged in a temporary post with no intention of permanency, that assertion in incongruent with the terms of the appointment letter and the manner in which the employment relationship was in fact administered. It has also been submitted that while there was not in the view of the Respondent and allegation of misconduct to mandate proceeding under paragraph 19 (a) of the Regulations, it is also submitted on the Respondent's behalf that she was given several opportunities to improve and that her termination related to the persistent allegation of poor performance. Also, the engagement letter does not describe a fixed-term appointment ending on a specified date and is "until further orders". Rather, it places the Applicant on a six-month probationary period, a concept which, by its very nature, connotes an evaluative stage preceding confirmation in a substantive post. Significantly, the memorandum of November 28, 2025, states:

> *Failure to meet the required standards by the revised expiry date of December 31, 2025 will result in the Houses of Parliament proceeding in accordance with the applicable regulations governing non-confirmation or termination of employment."*

[68] This memorandum states clearly that that "non-confirmation" was a possible outcome that would be considered if the standards were not met by December 31, 2025. It also states that it would be at the end of the period that an assessment as to whether the standard had been met would be made and a decision as to whether it would result in non-confirmation, termination or by necessary inference, a further extension as had been previously granted. On the face of it, the logical consequence of that language is that confirmation was *also* a contemplated and realistic outcome if performance met the required standard. The Respondent's submission that there was never any intention of permanence is therefore difficult

to reconcile with the plain wording of the said memorandum and tends to support the Applicant's contention of a legitimate expectation that a further assessment would be made at the end of the stated period, before a determination would be made as to the way forward.

[69] Viewed in that context, the issuance of a termination letter on December 19 2025, prior to the December 31, 2025 expiration, represents a clear departure from the course previously adopted by the Respondent and the clear indication of the November 28, 2025, memorandum. On every prior occasion, the Respondent adhered to the stated probationary timelines and formalised any extension in writing and outlined whether the Applicant had met the detailed document that was attached to the PER. At least *prima facie*, it supports the Applicant's position that she expected that the same approach would be followed in respect of the extension to December 31, 2025 as with prior extensions. The prior probationary periods were never simply allowed to lapse, but extended on multiple occasions. Each extension was communicated formally and in writing, and was expressly linked to giving the Applicant additional time to improve her performance and the PIP was designed with implemented with the purpose of aiding her in doing so. Again, on the face of it, this pattern is inconsistent with the notion of a purely temporary engagement, devoid of any prospect of confirmation, terminable at will and without any stated cause. It instead reflects an ongoing evaluation process, directed toward determining whether the Applicant could be confirmed in the vacant permanent post.

[70] In my view, this gives rise, on the face of the record, to a legitimate expectation that the Applicant would be allowed the full period until December 31, 2025 to demonstrate improvement before any final decision was taken. Whether that expectation was ultimately justified in law is a matter for determination at the substantive hearing, but it plainly raises a serious and arguable issue appropriate for judicial review.

[71] The Applicant's contract also expressly provides that termination is to be effected by one month's written notice or by payment of one month's salary in lieu of notice. It is not disputed that neither course was followed at the time the termination letter was issued or even by the time of the hearing on December 30, 2025. The Respondent's acknowledgment that arrangements were being made to effect payment underscores that the termination did not comply with the contractual terms at the time it was implemented. While on one interpretation it can be argued that this failure is a mere technicality and her payment is in train, this undisputed fact reinforces the Applicant's contention that the termination was procedurally deficient and not in accordance with the terms of the letter issued at the commencement of the Applicant's engagement.

[72] While the Respondent seeks to draw a sharp distinction between misconduct under paragraph 19 (a) of the Regulations and mere inadequate performance that would justify proceeding under paragraph 19 (b), the evidence before the Court demonstrates that the termination was grounded in alleged deficiencies in the Applicant's performance and attendance, contested assessments, and a structured performance improvement process. The Applicant did not passively accept those assessments, though she agreed to sign the PER. She challenged them in writing, sought intervention at higher levels, and attempted to invoke mechanisms of review and redress, which on the face of it appears to be in line with what is contemplated by paragraph 9.7 of the Staff Orders.

[73] The Applicant's appointment letter itself lists matters such as lateness as potential infringements attracting particular disciplinary sanctions. Lateness is alleged in the PER and especially given the wording of the appointment letter, an argument could be made that it could be interpreted as falling within "misconduct" under paragraph 19 (a). That feature supports the Applicant's contention that where deficiencies are identified and relied upon, the matter moves beyond a neutral administrative termination and into territory where fairness, transparency, and procedural safeguards are engaged.

[74] In this regard, the principles articulated in ***Austin*** are instructive. The Full Court in ***Austin*** rejected a formalistic reliance on the label "temporary employee" and emphasized that, particularly for professional legal officers, termination in circumstances involving adverse findings without a proper hearing is inimical to natural justice. The Court did not in fact accept that paragraph 19 (b) as being clear on what a temporary employee was, but that Counsel could not be in the category of persons described as casual and daily paid employees.

[75] There are clearly profound reputational consequences that may flow from dismissals in the manner as outlined in this application in a small jurisdiction such as Jamaica, where professional standing in the public sector legal community is enduring, whether good or bad, and can be quite fragile – where an unblemished career can be tarnished and have an impact on future employment and/or advancement. Ms. Stewart's position as a senior public sector attorney-at-law places her squarely within that category of cases where the manner of termination, not merely its financial consequences, is of critical importance.

[76] Applying the test articulated in ***Sharma v Brown-Antoine***, I am satisfied that the Applicant has met the requisite threshold for the grant of leave. She has demonstrated an arguable case with a realistic prospect of success, grounded in documentary evidence and that, on the face of it, are supported by the legal authorities presented. I acknowledge that the nature of the relief she has sought and the gravity of the consequences for the Applicant if she cannot make out a case, justify careful judicial scrutiny rather than summary dismissal at the leave stage.

[77] I accept the Applicant's submission that damages would not be an adequate remedy in the circumstances of this case. The decision in ***Irani*** illustrates that where termination carries serious professional stigma and risks long-term damage to a professional career, together with the psychological impact of which Ms. Stewart complains, monetary compensation is an inadequate substitute for timely judicial intervention. For a career public sector attorney in a small jurisdiction,

dismissal following disputed assessments of competence has the potential to cast a long shadow over future prospects. Even a successful challenge, months or years later may amount to no more than a pyrrhic victory. The Applicant's affidavit evidence as to reputational, psychological, and professional harm is neither fanciful nor exaggerated in that context.

[78] On the aspect of reasonableness of the decision, the only rationale presented for the issuance of the December 19, 2025 termination letter, is that the sittings of the Senate and Parliament had ended. I infer from that submission that the environment in which she would have continued to be assessed no longer subsisted, at least for the break, and as such the conclusion as to a lack of improvement such as to justify termination, was a *fait accompli*. However, there is no indication that a further assessment was done, what was the assessment or that the dismissal related at all to her failure to meet the stipulations of the PIP. It is appropriate for leave to be granted to determine definitively whether the Applicant properly falls within the category of employees referred to in part 19 of the Regulations, and even if she does, where issues of conduct (lateness) and performance are raised, assessed and disputed, whether termination can be made without reference to these issues or allowing the affected party to be heard or have the issue resolved in the manner that the Staff Orders appears to contemplate.

[79] The balance of convenience plainly favours the Applicant. If the injunction is refused, there is the real risk that the Applicant could suffer almost irreparable harm due to reputational and psychological damage. If it is granted, the Respondent's prejudice is limited to the continued payment of salary for a defined period in respect of a budgeted post, while the Applicant remains willing and able to discharge her duties.

[80] In the context of the present application, the Respondent relies on ***RJR–MacDonald*** to support the submission that the court must apply heightened caution when asked to grant an interim injunction against a public authority. The Respondent argues that Ms. Stewart's alleged harms, particularly reputational

damage and stigma, are speculative at best. Damages, it was submitted, would be an adequate remedy if any unlawfulness is later established, and that the balance of convenience, viewed from the perspective of the public interest in the proper and effective administration of the Houses of Parliament, does not favour the grant of an injunction. It is an authority relied on for its persuasive effect for the proposition that interlocutory relief in public law matters should be exceptional and granted only where there is evidence to establish that irreparable harm would occur and the balance of convenience weighs decisively in the aggrieved private party's favour.

[81] It is submitted that the balance of convenience favours the Respondent in the instant application. Ms. Stewart was a temporary employee who was given two extensions and multiple opportunities to be heard and to improve her performance but did not do so within the time afforded. The fact that her initial six-month engagement was extended is relied on as evidence of good faith rather than unfairness.

[82] From the Respondent perspective, the Applicant has been assessed as being unable to discharge her duties to the requisite standard, which has the potential of adversely impacting the public interest in having her there, and at such a senior post. Weighed against the potential harm as already outlined, I howevef believe the balance of convenience weighs in favour of the grant of the injunctive relief and also of granting leave to apply for judicial review. In weighing the competing risks, the least risk of injustice lies in preserving the *status quo* pending the determination of the substantive proceedings.

[83] For all of the above reasons, I am satisfied that: the application raises serious issues to be tried; damages would not be an adequate remedy; and the balance of convenience weighs in favour of the grant of interim relief, in line with the test as laid down in ***American Cyanmid and Ethicon***.

[84] Regarding leave, using the test in ***Sharma*** I am satisfied that the case of the Applicant is not, on the face of it, speculative, and that she has a real prospect of success in her claim. I am also satisfied that the exception remedy of an injunction in these circumstances are justified by the exceptional circumstances disclosed on the evidence before the Court and the real risk of harm to the Applicant if the application is refused. I am also satisfied that there is no alternative remedy in all the circumstances, though some aspect of a breach of contract do arise from the evidence before the Court.

Orders

[85] In the circumstances, the following orders are made:

(i) Leave is granted to the Applicant to apply for judicial review of the decision of the Respondent contained in the letter dated December 19, 2025 terminating her employment.

(ii) The Applicant shall file and serve a Fixed Date Claim Form and supporting affidavits seeking judicial review within fourteen (14) days of the date of this order.

(iii) Provided the Applicant files her Fixed Date Claim Form as ordered, the first hearing of the Fixed Date Claim Form is fixed for March 3, 2026 at 10 am for one hour.

(iv) An interim injunction is granted restraining the Respondent, whether by herself, her servants and/or agents or otherwise, from:

(a) terminating the Applicant's employment as Senior Legislative Counsel; and

(b) taking any steps to implement or give effect to the Notice of Termination dated December 19, 2025;

for a period of twenty-eight (28) days from the date of this order, or if the claim is filed as ordered, until determination of that claim or until further order of the Court.

(v) The Applicant shall give the usual undertaking as to damages.

(vi) No order as to costs.

(vii) Applicant's Attorneys-at-Laws to prepare, file and serve the orders herein.