

THE EASTERN CARIBBEAN SUPREME COURT

IN THE HIGH COURT OF JUSTICE

FEDERATION OF SAINT CHRISTOPHER AND NEVIS
SAINT CHRISTOPHER CIRCUIT

CLAIM NO. SKBHCV2016/0209

BETWEEN:

HAZEL ROSS-ROBINSON

Claimant

and

THE ATTORNEY GENERAL OF SAINT CHRISTOPHER AND NEVIS

Defendant

Appearances:

Mr. Sylvester Anthony and Mrs. Angelina Gracy Sookoo-Bobb for the Claimant
Mr. Dane Hamilton Q.C., with him, Mr. Victor Elliot-Hamilton for the Defendant

2019: February 6, 13
March 25

JUDGMENT

[1] **VENTOSE, J.:** The use by Governments in the Caribbean and worldwide of consultants and advisors is now the norm. They are experts in their respective fields and provide advice on an ongoing or ad hoc basis to governments or government agencies. The Claimant is such a consultant, and is also a policy advisor and communications specialist. She was previously a foreign policy advisor in the Congress of the United States of America from 1985 to 1995 and

headed the firm of Robinson-Ross & Associates in Washington D.C. In 2005, the Claimant avers that she entered into an oral agreement with the Minister of National Security to provide consultancy services to the Ministry of National Security pursuant to which she was paid \$5,000.00 per month (the "**Oral Agreement**"). The Employee Information for the Claimant from the Saint Christopher Government Treasury supports, in part, the evidence of the Claimant because it shows that at least from August 2006, payments of \$5,000.00 were being made to the Claimant on a monthly basis.

The Oral Agreement

- [2] On 1 February 2008, the Claimant and the Government entered into a written agreement for two (2) years (effective 1 October 2007) (the "**2008 Agreement**") that is identical to the 2013 Agreement that is discussed in detail below. The Claimant was to receive a monthly salary of \$8,000.00 under the 2008 Agreement. The Claimant avers that as a result of entering into the 2008 Agreement it was also agreed that the Claimant would now receive the sum of \$2,000.00 rather than the sum of \$5,000.00 to continue to provide consultancy services to the Ministry of National Security. This is corroborated in the Employee Information for the Claimant from the Saint Christopher Government Treasury because it shows that from January 2008 the Claimant received monthly payments of \$2,000.00 rather than the \$5,000.00, which was previously recorded. It will be remembered that the 2008 Agreement was entered into in 1 February 2008, although it was effective from 1 October 2007. That would explain why the payments were reduced in January 2008 and not before; although the payment for December 2007 was only \$1,000.00. However, nothing turns on this.
- [3] Mr. Joseph Edmeade, the former Cabinet Secretary, gave evidence at trial that there was a contract between the Claimant and the Minister of National Security for the provision of consultancy services to the Ministry of National Security and his evidence corroborated the existence of the Oral Agreement. Apart from denying the existence of the Oral Agreement, the Defendant has not provided any evidence to refute the evidence of either the Claimant or that of Mr. Edmeade. I

therefore find, based on the evidence before this court, that there was in existence from at least August 2006 the Oral Agreement pursuant to which the Claimant was originally paid the sum of \$5,000.00 a month that was reduced later to \$2,000.00 a month for consultancy services to the Ministry of National Security.

The 2013 Agreement

- [4] The 2008 Agreement was renewed for the period of 2009-2011 and again for the period of 2011-2013. The last renewal took place in December 2013 for a further two-year period to commence 1 October 2013 until 30 September 2015 (the **"2013 Agreement"**). The Governor General on behalf of the Government of Saint Christopher and Nevis executed the 2013 Agreement like the agreements that preceded it. The existence of the 2013 Agreement is not, and cannot be, disputed by the Defendant.
- [5] Clause 1 of the 2013 Agreement states that the Claimant was diligently and faithfully to perform the duties as communication specialist in the Office of the Prime Minister (the **"OPM"**) and report directly to the Minister with responsibility for Information Technology **"and if called upon to do will act in all respects according to the instructions given to her by the Government through its duly authorized officers"** (emphasis added). Clause 1 states clearly that: (1) the Claimant is to perform duties as a communication specialist in the OPM; (2) the Claimant is to report directly to the Minister with responsibility for Information Technology; and (3) **"and if called upon to do will act in all respects according to the instructions given to her by the Government through its duly authorized officers"**. The Claimant was to receive a salary of \$8,600.00 per month (Clause 2) and the agreement was subject to the conditions set out in the Schedule (Clause 3).
- [6] The contract was for a period of two (2) years from 1 October 2013 and may be extended in accordance with Clause 12 of the Schedule. The Claimant was to perform: (1) the duties as communications specialist in the OPM; and (2) all such other duties as set out in the job description as Appendix 1 (Clause 2(1) of the Schedule). The Claimant was to reside and occupy herself in a manner as the

Government may direct and shall conform to the General or Standing Orders of the Civil Service in so far as the same are applicable (Clause 2(2) of the Schedule). If the Claimant “diligently and faithfully performs her duties assigned to her” on “satisfactory completion of her term of engagement, she will be entitled to a gratuity” of 20 per cent of her salary paid to her under the 2013 Agreement (Clause 4 of the Schedule). Clause 5 of the Schedule makes provision for ill health; Clause 6 of the Schedule makes provision for dismissal; and Clause 7 of the Schedule makes provision for the determination of the engagement by either the Claimant or the Government.

[7] Appendix 1 of the 2013 Agreement contains the job description of the position of “Communication Specialist”, Communications Unit, OPM. In the preamble to Appendix 1, it is stated that the Communications Specialists reports to the Prime Minister of Saint Christopher and Nevis. This contrasts with the specific obligation on the Claimant to report to Minister with responsibility for Information Technology as set out in Clause 1 of the 2013 Agreement.

[8] The Claimant avers that on 22 April 2015, her bank, on the instructions of the Accountant General, recalled her salary for the month of April without cause. She continues that on 29 April 2015 the Prime Minister made a public statement to the effect that: (1) his administration is still to pinpoint what exactly the Claimant did for the last administration; (2) the Claimant did not have an office in Government Headquarters; and (3) the Claimant was being paid thousands of dollars each month for “pep talk” for the former Prime Minister. At trial, the Prime Minister admitted that he made these statements.

The General or Standing Orders

[9] Clause 2(2) of the Schedule to the 2013 Agreement states that the Claimant was to reside and occupy herself in a manner as the Government may direct and shall conform to the General or Standing Orders of the Civil Service “for the time being in force **in so far as the same are applicable**” (emphasis added). This in my view does not incorporate wholesale all aspects of the General or Standing Orders into the 2013 Agreement. First, the words “shall conform” means that the obligations

imposed by the General or Standing Orders of the Civil Service shall bind the Claimant. Secondly, Clause 2(2) does not state that *all* the obligations found in the General or Standing Orders of the Civil Service shall also apply to the 2013 Agreement without qualification. Third, it explicitly states that the General or Standing Orders apply in relation to the Claimant “**insofar as they are applicable**”. Any inconsistency between the 2013 Agreement and the General or Standing Orders must be resolved in favour of giving primacy to the 2013 Agreement. The Defendant in his written closing submissions accepted this. It is not, however, contended by either party that there is any such inconsistency that must be resolved for a proper determination of this matter.

- [10] The Defendant correctly submits that the Claimant was never employed in the Civil Service and that her contract emanated from a personal contract for services as a consultant to the Prime Minister. However, the Defendant submits that section 40 of the Public Service Act, No. 19 of 2011, relating to abandonment of office, is applicable to the 2013 Agreement. This argument is contradicted by the Defendant's correct submission that the Claimant is not a public officer. This also means that the constitutional protections guaranteed to public officers appointed by the Public Service Commission not to be removed from office except for cause cannot be incorporated into the 2013 Agreement by virtue of Clause 2(2). How then can legislation (the Public Service Act) that governs public officers as defined in the Constitution apply to the Claimant? In my opinion, it simply does not apply.

The Government's Authorized Officers

- [11] The Claimant avers that it was not a term or condition of her contract to work from Government Headquarters. The Claimant also avers that at all material times, she provided services when called upon to do so in accordance with the instructions given to her by the Government through its duly authorized officers. The Claimant states that it was not for her to contact or report daily or monthly to the Permanent Secretaries for the respective Ministries, or any other Government personnel. The Claimant further states that she was only required to report on matters already assigned to her, and that it was for the Government's authorized officers to contact

her when there were assignments for her to complete. The Claimant's evidence at trial was that, first, she did not report to the Minister of National Security after February 16 2015, and second, she would not normally do so because it was the Cabinet Secretary or other authorized officers of the Government who would contact her in respect of the assignments that the Government wanted her to complete. I found the Claimant to be a candid and frank witness who provided her evidence in a forthright manner. She was reliable and consistent throughout in her evidence. I believe her evidence.

[12] It was an express provision in Clause 1 of the 2013 Agreement that the Claimant would report directly to the Minister with responsibility for Information Technology **"and if called upon to do will act in all respects according to the instructions given to her by the Government through its duly authorized officers"**. These words need only to be given their literal meaning to show that they support the evidence of the Claimant that it was for these officers to contact her in respect of her assignments. In addition, Clause 4 of the Schedule provides for the Claimant's entitlement to a gratuity if she **"diligently and faithfully performs her duties assigned to her"** (emphasis added) on satisfactory completion of her term of engagement. These words also lend support to the view that the duties the Claimant had to perform had to be assigned to her from time to time by the Government's duly authorized officers.

[13] Clause 2(2) of the Schedule to the 2013 Agreement states that the Claimant was to reside and occupy herself in a manner as the Government may direct. The words "to reside and occupy herself in a manner as the Government may direct" suggests that the obligation was on the Government to direct the Claimant as to where and when she was to perform her duties under the 2013 Agreement. This is not surprising because the Claimant did not have an office at Government Headquarters at which to perform her duties under both agreements and to which she must attend each morning like most public officers. There is no evidence before the court that the Claimant was given or mandated to have an office at Government Headquarters. If therefore the Claimant did not have an office at

Government Headquarters and her assignments were determined by the OPM when her skills were needed, it is understandable that the Government's authorized officers would call upon her from time to time when her services were needed. It seems impractical and unworkable under the 2013 Agreement for the Claimant to be telephoning, or visiting the OPM at Government Headquarters in person, each day to find out whether the Prime Minister needs her services.

[14] The evidence of the Defendant at trial did not in any way contradict the evidence of the Claimant that it was the Cabinet Secretary or other authorized Government officers who contacted her when her services were needed. In fact, the Defendant did not proffer any evidence of a contrary view. In any event, the 2013 Agreement specifically provided that the Claimant "if called upon to do" will act upon the instructions given to her by the Government through its duly authorized officers. Clause 1 puts the obligation on the duly authorized officers of the Government to "call upon" the Claimant to provide her with assignments in respect of the services that they wanted her to provide pursuant to the 2013 Agreement. The Defendant avers that the proper interpretation of Clause 1 of the 2013 Agreement is that the Claimant when exercising her duties was required to do so in accordance with the instructions of duly authorized government officers. I am not sure what exactly that means. The Claimant was contractually bound to provide consultancy services to both the OPM and the Ministry of National Security. How then could the Claimant when providing these services act in accordance with the instructions of the duly authorized government officers? A more sensible reading of this Clause is that the governments duly authorized officers would "instruct" the Claimant as to when and where her services were needed and the Claimant would then act in accordance with that instruction by independently providing her services as requested.

[15] The wording of the above-mentioned Clauses of the Schedule to the 2013 Agreement, therefore, support the practice to which the Claimant refers in her uncontroverted evidence at trial. The job description for the position of "Communication Specialist" found at Appendix 1 of the 2013 Agreement also supports the view that the Claimant's duties were not stand alone duties but of

necessity required that she be informed by the Government's duly authorized officers when her services were required. Almost all of the duties that the Claimant had to perform required that she be informed, with some specificity, what was required of her and, importantly, when. The evidence at trial suggests that this was the nature of the Oral Agreement and the 2013 Agreement.

[16] Moreover, Clause 6 of the 2013 Agreement provides that the person engaged shall be liable to dismissal if she shall at any time neglect or refuse or for any cause (except ill health not caused by her own misconduct) becomes unable to perform any of her duties or to comply with any lawful order. This suggests that if the Claimant neglects or refuses for any cause or is unable to perform any of her assignments as instructed by the Government's duly authorized officers she would be liable to be dismissed. Clause 6 supports the evidence of the Claimant that the duly authorized officers of the Government informed her from time to time when her services were required.

[17] Mr. Edmeade, who had first-hand knowledge of these arrangements, provided unchallenged evidence that it was the Government's authorized officers who provided instructions to the Claimant as to when her services were required in respect of both the Oral Agreement and the 2013 Agreement supports the Claimant's evidence.

[18] I, therefore, find that it was for the Government's authorized officers to provide instructions to the Claimant in respect of her obligations or duties under the Oral Agreement and the 2013 Agreement based on: (1) the various above-mentioned clauses of the 2013 Agreement; (2) the unchallenged evidence of the Claimant; and (3) the uncontroverted evidence of Mr. Edmeade, the former Cabinet Secretary.

The Claimant's Alleged Repudiation of Both Agreements

[19] The finding that it was for the Government's authorized officers to provide instructions to the Claimant in relation to her assignments under the Oral Agreement and the 2013 Agreement undermines completely the foundation of the

Defendant's defence that it was the Claimant who repudiated both agreements. The Claimant avers that she was never notified in writing or otherwise that her contract for services was terminated nor was she paid in lieu of notice pursuant to Clause 7 of the 2013 Agreement. The Claimant avers that in March or April 2015 she stopped receiving her salary pursuant to the 2013 Agreement and the Oral Agreement.

[20] The Defendant avers that the Claimant repudiated her contract of employment by failing after 16 February 2015 to make contact with any person to whom she was answerable by virtue of her contract of employment. The Defendant also avers that the Claimant failed to contact her employers or any person via email or telephone as to the continuation of her tasks or assignments pursuant to the 2013 Agreement or the alleged Oral Agreement. The Defendant states that the Government continued to pay the Claimant until the end of March 2015 but the Claimant made no contact with the Minister or the Permanent Secretary of the Ministry of National Security, or the Human Resources Department, or the Minister responsible for Information Technology to whom she was answerable by virtue of Clause 1 of the 2013 Agreement. The Defendant further states that the Government was entitled to accept the Claimant's repudiation of the employment contract. The evidence of the Prime Minister at trial did not differ from that of the Claimant who admitted that she did not make any contact for reasons already stated. The Prime Minister at trial simply confirmed that the Claimant did not contact him or anyone else in his office.

[21] The Defendant avers that the Claimant by virtue of the 2013 Agreement was subject to the General or Standing Orders of the Civil Service and that she abandoned her post by failing to make contact with her employer for over six (6) weeks following the 16 February 2015 General Elections. The Defendant denies that the Government terminated the 2013 Agreement and avers that the Claimant by her absence repudiated the 2013 Agreement and the Government accepted that repudiation. There was no repudiation by the Claimant of either the Oral Agreement or the 2013 Agreement for the following reasons. First, this alleged

repudiation is inconsistent with the obligation on the Government's duly authorized officers to contact the Claimant in respect of her assignments as I have just found. Second, since the Claimant was not a public officer appointed by the Public Service Commission, section 40 of the Public Service Act is not applicable. Third, the evidence of the Chief Personnel Officer (the "CPO") examined below undermines completely the Defendant's argument that the Claimant repudiated the 2013 Agreement and that the Government was entitled to accept that repudiation.

[22] In addition, the Defendant did not provide any evidence that any of the Government's authorized officers made contact with the Claimant in relation to her assignments under either the Oral Agreement or the 2013 Agreement in the period after the 16 February 2015 General Elections. The Government, therefore, failed in its obligation to provide any instructions to the Claimant in respect of her assignments under either the Oral Agreement or the 2013 Agreement. The Government cannot now use its failure as the basis to claim that the Claimant repudiated both agreements. Consequently, I find that the Claimant did not repudiate either the Oral Agreement or the 2013 Agreement.

Breach of both Agreements

[23] The 2013 Agreement provides for the grounds on which the Claimant may be dismissed (Clause 6 of the Schedule) and for the determination of the engagement (Clause 7 of the Schedule). Clause 6 provides as follows:

6. DISMISSAL

If the person engaged shall at any time neglect or refuse or for any cause (except ill health not cause her by own misconduct) become unable to perform any of her duties or to comply with any lawful order or shall disclose any information respecting the affairs of the Government to any unauthorized person, or shall in any manner misconduct herself, the Government may dismiss her, and on such dismissal all rights and advantages of her engagement shall cease. (emphasis added)

[24] Clause 7 provides as follows:

7. DETERMINATION OF ENGAGEMENT

(1) The Government may at any time determine the engagement of the person by given her three month's notice in writing or on paying her one months salary in lieu of notice

(2) The person engaged may, at any time after the expiration of three months from the commencement of the term of engagement and while serving in Saint Christopher and Nevis, determine her engagement on giving to the Government three months notice in writing or on paying to the Government one month's salary in lieu of notice

(3). If the person engaged terminates her engagement otherwise than in accordance with this Agreement she shall be liable to pay the Government as liquidated damages three months' salary.

(4) If the Government terminates the engagement otherwise than in accordance with this Agreement the Government shall be liable to pay the person engaged as liquidated damages three month's salary.

[25] In order to determine the 2013 Agreement in accordance with its terms, the Government had to comply with the provisions of Clause 7 of the Schedule. The Government had to either give the Claimant three (3) month's notice in writing or pay her one (1) month's salary in lieu of notice (Clause 7(1) of the Schedule). The Claimant did not receive: (1) any notice in writing in accordance with the 2013 Agreement or at all informing her that the Government was determining the engagement in accordance with its terms; or (2) one month's salary in lieu of notice. What the Government did was to stop the Claimant's salary effective the end of March 2015. The 2013 Agreement was, therefore, not determined in accordance with its terms. This situation is exactly what is contemplated in Clause 7(4) of the Schedule which provides that if the Government terminates the engagement otherwise than in accordance with this Agreement the Government shall be liable to pay the person engaged as liquidated damages three month's salary. Likewise, in order to terminate the Oral Agreement, the Claimant had to be provided with reasonable notice and since this was an open ended contract she should have been provided with at least one month's notice.

[26] The evidence of the CPO at trial was that the Cabinet Secretary gave her oral instructions to stop the Claimant's salary. The CPO stated under cross-examination that the Cabinet Secretary informed her that the 2013 Agreement was to be determined and that she (the CPO) was to place a hold on the Claimant's

salary. The specific oral instructions to her were to hold all payments of salary to the Claimant whose "contracts were to be determined". In her evidence, the CPO stated that: "I was told to cease the payment of salary, the contracts are to be determined. And so that was the instruction, to cease the payment of salary". This is significant as it provides clear and cogent evidence that the Government intended to put an end to the 2013 Agreement and that the instruction to place a hold on the Claimant's salary was a precursor to so doing. Importantly, the CPO was the Defendant's witness, and was a believable and credible witness to the truth. In his written closing submissions, the Defendant did not address at all any aspect of the evidence of the CPO in particular her evidence in respect of the oral instructions given to her by the Cabinet Secretary.

- [27] The uncontradicted evidence of the Defendant's witness is that she received instructions from the Cabinet Secretary to stop the Claimant's salary and was informed that the Claimant's contracts were to be determined. Once the Claimant's salary was stopped without her being dismissed in accordance with Clause 6 or her engagement otherwise terminated in accordance with Clause 7(1), there was a corresponding breach of both the 2013 Agreement and the Oral Agreement. There is clear uncontradicted evidence to show that the Government terminated the 2013 Agreement otherwise than in accordance with its terms and also terminated the Oral Agreement. The Claimant is, therefore, entitled to damages for breach of the 2013 Agreement and the Oral Agreement.

Damages for Breach of Contract

- [28] As mentioned above, the Claimant should have been provided with reasonable notice by the Defendant to terminate the Oral Agreement. Reasonable notice would be one (1) month. The Claimant is, therefore, entitled to the sum of \$2,000.00 as payment in lieu of notice. Under Clause 7(4) of the 2013 Agreement, the Claimant is entitled to the sum of \$24,136.50 (being \$8,045.50 for three (3) months) as liquidated damages.
- [29] Counsel for the Claimant cites the decision of the Court of Appeal in **Caribbean Commercial Bank (Anguilla) Limited v Benjamin** (AXAHCVAP2014/0009 dated

23 July 2015) for the submission that the Claimant is entitled to remuneration for the remaining six (6) months of the 2013 Agreement together with all outstanding vacation pay and gratuity. In that decision, the respondent's employment was terminated without reason or compensation and the respondent brought proceedings seeking compensation based on the terms of the contract of employment. The Court of Appeal had to determine what compensation to which the respondent was entitled pursuant to clause 16 of the contract of employment which provided as follows:

Termination without Cause

16. The Bank may terminate this Agreement without cause by giving the Managing Director three (3) months written notice. **Upon termination, the Managing Director shall be entitled to all compensation and gratuity calculated for the term of the Agreement.** (Emphasis added)

[30] In addition, the term of the Contract in Clause 1 of the contract of employment provided that "Agreement shall be for a period of three (3) years with an effective date of 1 May, 2012". The Court of Appeal held (at [19]) that:

This means that the Term of the Contract was fixed for a period of three years and thus was to run as from 1st May 2012 to 30th April 2015 unless earlier determined by one of the methods specified in the Contract. The fact that CCB (by the Central Bank) did not give to Ms. Benjamin three month's written notice as required by clause 16 simply means as a matter of law that she must be compensated for those three months in lieu of the required notice period stipulated. This principle is now trite in employment law. **Compensation for 'the term of the agreement' as stipulated under the second part of clause 16 simply means compensation for the unexpired portion of the term of the Contract.** Had Ms. Benjamin been given three months' notice as required, the unexpired portion of 'the term of the agreement' would begin to run as from the date of expiry of the three month notice period to the end of the term. However, no notice having been given, the unexpired portion of 'the term of the agreement' for the purposes of calculation of compensation runs from the date of termination namely from 12th August, 2013 and thus subsumes the compensation payable in lieu of notice. There is neither absurdity nor futility according clause 16 this meaning which is plain based on the language used. If the parties intended that 'term of the agreement' was to be construed as the 'term of the three month notice period' as urged by counsel for CCB, this could have easily been so stated. Further, there would have been no need to include the second part of Clause 16 as that

purpose would have been achieved on the first part by merely providing for three months' notice without more. (Emphasis added)

- [31] In that decision, it was an express term under clause 16 of the agreement that on termination without cause, the respondent would be entitled to "all compensation" and gratuity "calculated for the term of the agreement". This is unlike the case at bar where clause 7(4) of the 2013 Agreement provides that if the Government terminates the engagement otherwise than in accordance with this Agreement the Government shall be liable to pay the person engaged as liquidated damages three month's salary. With the exception of vacation pay and gratuity, the Claimant has not provided any contractual basis for any entitlement to be paid remuneration for remaining six (6) months of the 2013 Agreement.
- [32] The Claimant's assessment of damages in the sum of \$156,200.54 is internally inconsistent. It is trite law that damages for breach of contract aims to put the innocent party in the position that he or she would have been had the contract been performed in accordance with its terms. The Claimant is not entitled to pay in lieu of notice in accordance with Clause 7(1) of the 2013 Agreement as this clause only applies where the 2013 Agreement is terminated in accordance with its terms. Similarly, the Claimant is not entitled to payment of salary for the remainder of her contract since there is no clause in the 2013 Agreement like Clause 16 of the employment contract in **Benjamin** stating that the Claimant "shall be entitled to all compensation ... calculated for the term of the Agreement". The Defendant breached the 2013 Agreement and section 7(4) specifically provides the method by which damages are to be calculated for termination otherwise in accordance with its terms.
- [33] The Claimant is, therefore, entitled to the sum of \$24,136.50 for breach of the 2013 Agreement and the sum of \$2,000.00 for breach of the Oral Agreement. The Claimant is also entitled to be paid gratuity in accordance with Clause 4 of the 2013 Agreement and to vacation pay in accordance with Clause 4 of the 2013 Agreement.

Disposition

[34] For the reasons explained above, I make the following orders:

- (1) Judgment is given in favour of the Claimant against the Defendant for breach of the 2013 Agreement and the Oral Agreement.
- (2) The Defendant shall pay the Claimant the sum of \$24,136.50 for breach of the 2013 Agreement.
- (3) The Defendant shall pay the Claimant the sum of \$2,000.00 for breach of the Oral Agreement.
- (4) The Defendant shall pay the Claimant any gratuity due to her under Clause 4 of the 2013 Agreement.
- (5) The Defendant shall pay the Claimant any vacation pay due to her under Clause 10 of the 2013 Agreement.
- (6) The Claimant is entitled to interest at a rate of 5% per annum on the total sum from the date of judgment until final payment.
- (7) Prescribed costs are awarded to the Claimant in accordance with Part 65.5 of the CPR 2000.

Eddy D. Ventose
High Court Judge

By the Court

Registrar