

**THE EASTERN CARIBBEAN SUPREME COURT
ANTIGUA AND BARBUDA**

IN THE HIGH COURT OF JUSTICE

CLAIM NO.: ANUHCv2022/0134

BETWEEN:

[1] ALEXANDER CHARLES BURTON

Claimant

And

**[1] GOLDINE BURTON KNIGHT
[2] MICHELLE G. STERLING ESQ
[3] JUSTICE CHAMBERS INC.
[4] REGISTRAR OF LANDS**

Defendants

Appearances:

Mr. Sherfield Bowen for the Claimant
Ms. Chelsea Walker holding for Mr. Rushaine Cunningham for the First Defendant
Mrs. Stacey-Ann Saunders-Osborne for the Second and Third Defendants
Ms. Joy Dublin for the Fourth Defendant

2024: March 8th;
May 27

JUDGMENT

[1] WILLIAMS, J.: The Applicants who are the Second and Third Defendants in this claim by Notice of Application filed on 7th November 2023 sought the following orders:

1. For the determination of the following point, whether the letter dated 25th day of September, 2020 constituted a revocation of the Specific Power Of

Attorney given on 7th January, 2019 and registered as Liber: L Volume 32, Folio 895-898.

2. In the event the Court rules on the preliminary point in favour of the Second Named and Third Named Defendants, that the claim against them will be dismissed.
3. Alternatively, that the Fixed Date Claim Form filed on the 19th day of April, 2022 be struck out as disclosing no reasonable cause of action as against the Second and Third Named Defendants on the basis that:
 - i. The Claimant failed to particularize his allegation of fraud;
 - ii. The Claimant relies on causes of action which are not known to law;
 - iii. The Claimant's pleadings are prolix.
4. The costs of the application herein to be provided by the Claimant.

[2] This claim commenced by Fixed Date Claim Form filed on 19th April 2022 together with an affidavit sworn to by the Claimant, Mr. Alexander Charles Burton (hereinafter the Respondent). In his affidavit the Respondent alleges that he is the named executor of the estate of Jacob Jeremiah Burton. On 13th December 2019 a Grant of Letters of Administration with Will Annexed of that estate was granted to Goldine Burton Knight (the First Defendant) upon a power of attorney issued by the Respondent.

[3] According to the Respondent, the power of attorney was issued by him to the First Defendant upon instructions given to the Applicants.¹ He then alleges that on 25th September 2020 he advised the First Defendant that the power of attorney

¹ Affidavit in Support of the Claim at paragraph 3

previously granted to her had been revoked and that she would no longer be acting on his behalf.²

[4] The Respondent alleges that despite this revocation, the First Defendant continued to act as if the power of attorney had not been revoked.³ According to him the First Defendant (without lawful authority and/or consent), caused to be transferred land titled Potters and Belmont Block 613 1890B Parcel 167, to Henry Willis and Cavel Morris-Willis.

[5] Paragraph 13 of the affidavit in support of the claim states:

“On September 25, 2020 I gave clear and precise instructions to the Second and Third Defendants, who were acting as my attorneys to:

- a. revoke and cancel the Power of Attorney previously issued to the First Defendant;
- b. to cease and desist from taking any instructions from the First Defendant who previously acted by virtue of the power granted to her under the Power of Attorney issued by me; and
- c. cause to be cancelled all groups previously approached with the power of attorney, granting the First Defendant her powers, including Courts, Banks, Entities, Financial Institutions, (including St. John's Co-operative Credit Union Ltd.) Affiliates, Intermediaries, Groups and others that the First Defendant is no longer authorized to handle or process any document as Executrix holden under my power as from September 25, 2020.”

² Affidavit in Support of the Claim at paragraph 4

³ Affidavit in Support of the Claim at paragraph 5

- [6] The Respondent exhibits a letter dated 25th September 2020 addressed to the Second and Third Defendants. Thereafter at paragraph 14 of his affidavit, the Respondent states that the Applicants “intentionally and/or negligently failed and/or refused to carry out my instructions...” He complains that instead they continued to aid and abet the First Defendant to act upon the revoked Power of Attorney, to the detriment of the estate.”
- [7] At paragraph 15 of his affidavit the Respondent states that “The First Defendant executed a transfer by personal representative on sale purporting to act as Administrator of the Estate of Jacob Burton under a valid Power of Attorney by Alexander Charles Burton, which said power of attorney was revoked since September 20, 2020.” At paragraph 16 the respondent further states, “That both the Second and Third Defendants were aware that since September 25, 2020 that neither I, nor the beneficiaries of the Estate of Jacob Burton consent to the transfer of the aforementioned property, pursuant to section 122(5) of the Registered Land (Amendment) Act, 2007.”
- [8] Finally, at paragraph 25B of his affidavit the Respondent outlines the relief which he seeks against the Applicants:
- a. Damages for gross negligence;
 - b. Damages for the intentional failure to act upon the instruction of client to protect the estate;
 - c. Damages for having wrongfully caused a “Transfer by Personal Representative on Sale” to be effected without the consent of the beneficiaries contrary to section 122(5) of the Registered Land (Amendment) Act, 2007
 - d. Damages for enabling the First Defendant to commit a fraud upon the estate,
 - e. Costs.

Preliminary Issue

[9] It should be noted that this application sought trial of a preliminary issue namely “Whether the letter dated 25th day of September, 2020 constituted a revocation of the power of attorney?” However, on 17th January 2024 I gave directions for the matter to proceed as a striking out application. I was of the view that a trial of the stated preliminary issue would not have furthered one of the most important aspects of the Overriding Objective of the Civil Procedure Rules which is saving expense. In this case a trial on the proposed preliminary issue would have only determined issues as between the Respondent and the Applicants.

[10] In **Craig Reeves v. Platinum Trading Management Limited**⁴ the Court of Appeal stated the following with respect to trials of preliminary issues:

“Wasting rather than saving time, complicating rather than simplifying issues, and engaging in mini-trials with no true justification for doing so, are among the risks that require careful consideration before a court decides to order the trial of a preliminary issue. Lord Roskill warned of the need to be “extremely cautious” before ordering the trial of a preliminary issue in **Allen v Gulf Oil Refining Ltd.** in the following statement:

“... your Lordships' House has often protested against the procedure of inviting courts to determine points of law upon assumed facts. The preliminary point procedure can in certain classes of case be invoked to achieve the desirable aim both of economy and simplicity. But cases in which such invocation is desirable are few. Sometimes a single issue of law can be isolated from the other issues in a particular case whether of fact or of law, and its decision may be finally determinative of the case as a whole. Sometimes facts can be agreed and the sole issue is one of law. But the present is not a case in which this procedure ought ever to have been adopted ...”

⁴ *Craig Reeves v. Platinum Trading Management Limited*, SKBHVP2008/0004 (May 30th 2008) at paragraph [17]

[11] Taking the foregoing guidance into consideration the parties were therefore requested to file written submissions in respect of the strike-out application which was scheduled for hearing on 8th March 2024.

Grounds of Application

[12] The grounds of the application may be summarized as follows:

1. The Claimant's affidavit in support of the claim fails to particularize allegations of fraud.
2. The Claimant has failed to particularize allegations of gross negligence and in particular fails to set out the duty of care owed to him and the manner in which that duty was breached.
3. The Claimant relies on causes of action which are not known to law as seen at paragraph 25B of the affidavit in support.
4. The Claimant's pleadings are prolix.

The Respondent's Response

[13] The Respondent countered the application by notice of objection and an affidavit both filed on 9th February 2024. The notice of objection essentially states that the issues raised in the application can only be determined at trial where the parties can be subject to cross-examination.

[14] However, of more concern is the Respondent's affidavit of 9th February 2024. That affidavit does not address the grounds of the application. Rather it seeks to give more factual details and exhibits documents which were not contained in the affidavit filed in support of the claim on 19th April 2022. This affidavit was objected to by the Applicants.

[15] I find that the affidavit of 9th February 2024 is an attempt by the Respondent to remedy perceived deficiencies in his original affidavit in support of the claim in response to the application to strike out. This is not permissible without the leave of the court. In **Attorney General v. Darrel Montrope**⁵ Pereira CJ giving the judgment of the Court of Appeal stated as follows:

“In the context of an adversarial system, were this to be approached differently, it would defeat the overriding objective as a defendant attacking a claimant’s pleading could be faced with a claimant constantly shifting the goal post of his pleaded case and neutralising the defendant’s attack. The ability to strike out weak or unviable pleadings would be rendered a toothless tiger. Equally, a claimant would be absolved of its duty to assist the court in furthering the overriding objective by, in the first place, pleading viable claims in a manner that is in keeping with the CPR.

[16] Accordingly, in considering this application I will pay no regard to the Respondent’s affidavit of 9th February 2024. The parties written and oral submissions will now be considered.

Discussion

General Principles of Striking Out

[17] **Rule 26.3(1) (b)** of the **Revised Civil Procedure Rules 2023** gives the court the power to strike out a statement of case which discloses no reasonable ground for bringing or defending the claim. In the context of this claim which was commenced by Fixed Date Claim Form the statement of case refers to the Claimant’s affidavit filed on 19th April 2022 in support of the claim. In applying CPR Rule 26.3(1)(b) counsel for the Applicants relies on the Court of Appeal decision in **Tawney Assets v. East Pine Management**⁶ where Justice of Appeal Mitchell stated as follows:

⁵ Attorney General v. Darrel Montrope, (SLUHCVP2019/0021) decided 9th July 2020 at paragraph [36]

⁶ Tawney Assets v. East Pine Management BVIHCVP2012/0007, decided September 17th, 2012 (unreported) at paragraph [22]

“[22] The striking out of a party’s statement of case, or most of it, is a drastic step which is only to be taken in exceptional cases. The reason for proceeding cautiously has frequently been explained as that the exercise of this jurisdiction deprives a party of his right to a trial and of his ability to strengthen his case through the process of disclosure, and other procedures such as requests for further information. The court must therefore be persuaded either that a party is unable to prove the allegations made against the other party; or that the statement of case is incurably bad; or that it discloses no reasonable ground for bringing or defending the case; or that it has no real prospect of succeeding at trial.”

[18] Counsel for the Respondent relies on the well-known case of **Baldwin Spencer v. Attorney General**⁷ where Chief Justice Byron stated as follows:

“This summary procedure should only be used in clear and obvious cases, when it can clearly be seen, on the face of it, that the claim is obviously unsustainable, cannot succeed or in some other way is an abuse of the process of the court. In one of the cases from Canada on which reliance was placed the standard was expressed in terms that the claim should not be struck out if there is even a scintilla of a cause of action (*Operation Dismantle v. The Queen* (1986) LRC (Const.) 421.)”

[19] In **Cedar Valley Springs Homeowners Association Inc. v. Hyacinth Pestaina**⁸ Pereira CJ giving the judgment of the Court of Appeal summarized the applicable principles at paragraph 6 of the decision as follows:

⁷ *Baldwin Spencer v. Attorney General* AG 1998 CA 3

⁸ *Cedar Valley Springs Homeowners Association Inc. v. Hyacinth Pestaina* ANUHCVP2016/0009, decided January 18th 2017 (unreported).

- (a) This summary procedure which calls for the exercise of a discretionary power, should only be used in clear and obvious cases as it is a drastic step. The result of such a measure is that it deprives a party of his right to a trial and his ability to strengthen his case through the process of disclosure and other procedures such as requests for information.
- (b) This procedure should only be used where it can be seen on the face of the claim that it is obviously unsustainable, cannot proceed or in some other way is an abuse of process of the court. This has been expressed in terms that the claim should not be struck out if there is a 'scintilla' of a cause of action.
- (c) In treating with an application to strike out made pursuant to CPR 26.3(1)(b), the trier of the application should proceed on the assumption that the facts alleged in the statement of case are true.
- (d) The employment of this procedure is appropriate in the following instances: where the claim sets out no facts indicating what the claim is about, or if it is incoherent and makes no sense, or if the facts it states, even if true, do not disclose a legally recognisable claim against the defendant.
- (e) Conversely, this procedure would be inappropriate where the argument involves a substantial point of law which does not admit of a plain and obvious answer, or the law is in a state of development, or where the strength of the case may not be clear because it has to be fully investigated.

[20] It is also appropriate at this juncture to refer to the court's power to permit an amendment rather than striking out. In the Privy Council decision of **Real Time**

Systems Ltd v. Renraw Investments Ltd⁹ Lord Mance speaking in relation to the similar provisions in Trinidad and Tobago's Civil Procedure Rules 1998 stated:

“[17] In that connection, the court has an express discretion under rule 26.2 whether to strike out (it ‘may strike out’). It must therefore consider any alternatives, and rule 26.1(1)(w) enables it to ‘give any other direction or make any other order for the purpose of managing the case and furthering the overriding objective’, which is to deal with cases justly. As the editors of *The Caribbean Civil Court Practice* (2011) state at Note 23.6, correctly in the Board’s view, the court may under this sub-rule make orders of its own initiative. There is no reason why the court, faced with an application to strike out, should not conclude that the justice of the particular case militates against this nuclear option, and that the appropriate course is to order the claimant to supply further details, or to serve an amended statement of case including such details, within a further specified period. Having regard to rule 26.6, the court would quite probably also feel it appropriate to specify the consequences (which might include striking out) if the details or amendment were not duly forthcoming within that period.”

[21] Our courts in the Eastern Caribbean have applied the Board’s guidance in **Real Time Systems Ltd. v. Renraw** in several decisions.¹⁰ It is thus firmly established that the court has a discretion to order an amendment rather than striking out.

[22] Having outlined the general principles applicable to striking out, it is now necessary to examine the affidavit in support of the Fixed Date Claim to determine whether it

⁹Real Time Systems v. Renraw Investments Ltd (2014) 84 WIR 439 at pg. 445

¹⁰ Cedar Valley Springs Homeowners Association Inc. v. Hyacinth Pestaina ANUHCVP2016/0009, decided January 18th 2017 (unreported); Attorney General v. Darrel Montrope, SLUHCVP2019/0021, decided 9th July 2020, (unreported); Agnes Danzie v. Cecil Anthony SLUHCVP2015/0009, decided 4th December 2015, (unreported)

discloses a cause of action against the Applicants. The starting point is the power of attorney granted to the First Defendant.

Revocation of the Power of Attorney

[23] The existence of the power of attorney is not disputed. Neither is the fact that the Respondent instructed the Applicants to prepare the said document. However, at paragraph 4 of the affidavit in support the Respondent indicates that on 25th September 2020 he advised the First Defendant that the power of attorney had been revoked. At paragraphs 13 and 14 he alleges that he gave the Applicants instructions via a “letter of cease and desist instruction” dated 25th September 2020 to cancel and revoke the power of attorney.

[24] In both written and oral submissions counsel for the Applicants states that the letter of 25th September 2020 was ineffective to revoke the power of attorney. Learned counsel submits that the power of attorney was registered in the Registry of Deeds pursuant to **section 3** of the **Registration and Records Act**.¹¹ Therefore, the power of attorney can only be revoked by a deed of revocation registered under that act. Counsel relies on the case of **Veronica Nelson v. Naomi Duncan**¹² in support of this proposition.

[25] The position is not as clear as counsel for the Applicants submits. In this regard **Halsbury’s Laws of England**¹³ provides as follows:

“Revocation need not necessarily be by formal instrument. A deed may be revoked by word of mouth, or the principal may intervene in the course of negotiations, but until some such action of the principal is taken the agent

¹¹ Cap. 374 Revised Laws of Antigua and Barbuda

¹² *Veronica Nelson v. Naomi Duncan* SVGHCV2011/0372, decided 3rd May 2012 (unreported)

¹³ *Halsbury’s Laws of England* (2022 Ed) Vol. 1 (Agency) at paragraph 183

is justified in assuming the continuance of the agency. Once the agency has been terminated the agent must cease to act for the principal.”¹⁴

[26] Thus, it is arguable that the power of attorney issued to the First Defendant need not be cancelled by a deed of revocation. On the other hand, it appears that the summary from **Halsbury’s** quoted above summarizes the position at common law. It is arguable that the **Registration and Records Act** may alter the common law position. This issue cannot be determined on a strike out application but rather at trial.

[27] However, paragraph 4 of the affidavit in support of the claim is defective in that it does not state exactly how the purported revocation of the power of attorney was communicated to the First Defendant. At a minimum the affidavit should state whether the revocation was effected verbally or in writing. If the revocation was in writing that document should be exhibited. In **Shankiell Myland v. Commissioner of Police**¹⁵ Ellis J. (as she then was) stated:

“Litigation proceeds on the basis that the court is a court of pleadings. They are critical in that they give fair notice of the case that has to be met, so that the opposing party may direct its evidence to the issues disclosed and they assist the court in adjudicating on the allegations made by the litigants. Not only should they define the issue(s) between litigants with clarity and precision, but they also serve as a record of the issues involved in the action which can (if necessary) be referred to at a later date.”

[28] Accordingly, I will order the Claimant to re-swear and refile the affidavit in support of the claim to specify at paragraph 4 thereof exactly how the purported revocation of the power of attorney was communicated to the First Defendant. This course of

¹⁵ Shankiell Myland v. Commissioner of Police GDAHCV2012/0045, decided 9th May 2014 (unreported) at paragraph [37]

action is in accordance with the guidance of the Privy Council in **Real Time Systems v. Renraw** and pursuant to **CPR 26.1(2)(y)**.

Professional Negligence

- [29] The Applicants also argue that the allegations of professional negligence made against them do not clearly identify the existence of a duty of care and how this duty was breached. In oral submissions counsel for the Applicants pointed out that they were no longer acting as attorneys-at-law for the Respondent on 25th September 2020 when he sent the cease-and-desist letter.
- [30] Firstly, the issue of whether an attorney-client relationship subsisted between the Applicants and Respondent at the material time is one of fact. This is undoubtedly an issue for trial and cannot be determined at this time.
- [31] Secondly, the absence of an attorney/client relationship between the Respondent and the Applicants does not by itself mean that there is no duty of care at all owed to the Respondent. Attorneys-at-Law may in some instances owe a duty of care to third parties. In the well-known case of **Ross v. Caunters**¹⁶ Vice Chancellor Sir Robert Megarry summarized the position as follows:

“In broad terms, a solicitor's duty to his client is to do for him all that he properly can, with, of course, proper care and attention. Subject to giving due weight to the adverb "properly," that duty is a paramount duty. The solicitor owes no such duty to those who are not his clients. He is no guardian of their interests. What he does for his client may be hostile and injurious to their interests; and sometimes the greater the injuries the better he will have served his client. The duty owed by a solicitor to a third party is entirely different. There is no trace of a wide and general duty to do all

¹⁶ Ross v. Caunters [1980] 1 Ch. 297 at page 322

that properly can be done for him. Instead, in a case such as the present, there is merely a duty, owed to him as well as the client, to use proper care in carrying out the client's instructions for conferring the benefit on the third party. (my emphasis)

- [32] In **Ross v. Caunters** a firm of solicitors negligently carried out a testator's instructions in preparing a will. This resulted in the gift to the beneficiary being declared void. The beneficiary sued in negligence and the firm was found liable. The firm had argued that a duty of care was owed only to the testator an argument which was rejected by the court.
- [33] In this case the First Defendant was not dealing with her own property but that of the estate of Jacob Jeremiah Burton. Her authority to deal with the property ultimately derived from the power of attorney issued to her by the Respondent. It is arguable that upon receiving communication which suggested that the First Defendant's authority had been revoked, the Applicants had a duty to verify whether she still had requisite authority to act. This could be regarded as a duty owed to the estate of Jacob Jeremiah Burton and the beneficiaries thereof. However, this is a matter to be determined at trial.
- [34] Counsel for the Applicants referred to the affidavit of Michelle Sterling sworn to on behalf of the Applicants filed on 22nd July 2022. At paragraph 7 of the said affidavit Ms. Sterling states that shortly after receipt of the Respondent's correspondence of 25th September 2020, she advised him that he should obtain independent legal advice. Learned counsel submitted therefore the Applicants had therefore discharged any obligation owed to the Respondent by doing so.
- [35] I am unable to make such a determination at this time. As previously outlined for the purposes for this application the court has to assume that the facts pleaded in the affidavit in support of the claim are true. The assertions contained in Ms. Sterling's affidavit in response can therefore only be tested at trial.

Fraud

[36] The Respondent states at paragraph 14 of the affidavit in support of the claim that the Applicants “continued to aid and abet the First Defendant to act upon the revoked power of attorney to the detriment of the estate.” This allegation seems to relate to the relief sought by paragraph 25B(d) of the affidavit which seeks “Damages for enabling the First Defendant to commit a fraud upon the estate.”

[37] The Applicants argue that the specifics of any alleged fraud have not been particularized. I agree. In **St. Lucia Motor and General Insurance Co Ltd v. Peterson Modeste**¹⁷ the Court of Appeal stated as follows:

“[16] Notwithstanding the fact that the CPR does not contain a specific rule with regard to the manner in which allegations of fraud are to be pleaded, the principle that where an allegation of fraud is made particulars must be given, is a long and well settled principle which does not require restating in the CPR for giving it force. In **East Caribbean Flour Mills Limited v Ormiston Ken Boyea**, a post CPR decision of this court, Barrow JA, in delivering the judgment of the court cited with approval paragraph 51 of the judgment of Lord Hope of Craighead in **Three Rivers** in which Lord Hope said this:

“..... as a general rule; the more serious the allegation of misconduct, the greater is the need for particulars to be given which explains the basis for the allegations. This is especially so where the allegation being made is of bad faith or dishonesty. **The point is well established by authority in the case of fraud** (my emphasis).”

[38] The Applicants cannot be sued for aiding and abetting the First Defendant’s fraud if no details of such fraud are given. There is also no allegation of any fraud on the part of the Applicants themselves. Accordingly, I will order that paragraph 14 of the

¹⁷ St. Lucia Motor and General Insurance Co Ltd v. Peterson Modeste SLUHCVP2009/0008, decided 11th January 2010 (unreported)

affidavit be struck out. The relief sought at paragraph 25B(d) of the affidavit is unsustainable and will also be struck out.

Section 122(5) of the Registered Land Act

[39] The Applicants also complain about paragraph 25B(c) of the Respondent's affidavit which seeks "damages for having wrongfully caused a "Transfer by Personal Representative on Sale" to be effected without the consent of the beneficiaries contrary to **section 122(5) of the Registered Land (Amendment) Act, 2007.**" The Applicants point out that this is a claim which is not known to law.

[40] I agree with counsel for the Applicants on this particular issue. Any damages which the Respondent may seek as a result of the Applicant's alleged failure to comply with **section 122(5) of the Registered Land (Amendment) Act, 2007**¹⁸ are adequately covered by a claim for damages in negligence. There is also no indication that Parliament intended to create a separate private law action against attorneys-at-law in the case of a breach of **section 122(5) of the Registered Land (Amendment) Act.** Accordingly, paragraph 25B(c) of the Respondent's affidavit is ordered struck out.

Prolixity

[41] The Applicants complain that the Respondent's affidavit is prolix. A claim is considered prolix where it contains long recitations which render a claim indecipherable.¹⁹ I find that paragraphs 13(c) and 14 of the Respondent's affidavit meet this definition. Both paragraphs refer to the Applicants' failure to notify "all previous groups, entities, banks, courts, government registries to include land registry and probate registry, financial institutions to include St. John's Co-Operative

¹⁸ Act No. 6 of 2007

¹⁹ Dr. Ernest Hilaire v. Delridge Flavius SLUHCv2012/0076, decided 19th January 2015 (unreported) at paragraph [10]

Credit Union, Affiliates, Intermediaries and other groups” of the revocation of the power of attorney. The listing of all these (mostly unnamed) entities does not advance the Claimant’s case in any way.

[42] The claim (as I understand it) relates to the sale of a parcel of land which allegedly took place without the Respondent’s consent or approval. If there are third parties whom the Respondent alleges should have been notified of the purported revocation of the power of attorney, he should then identify these entities or individuals. He should also indicate why these entities or individuals should have been notified. An example of this is the mention of St. John’s Cooperative Credit Union. The mention of that entity begs the obvious question as to what is the credit union’s role (if any) in relation to this claim? It is patently unfair to the Applicants and the court to have to decipher what is being alleged.

[43] As presently framed, paragraphs 13(c) and 14 of the affidavit in support do not permit the Applicants to clearly understand the claim against them. Accordingly, I will order that paragraph 13(c) and paragraph 14 of the affidavit in support be struck out. In the exercise of my discretion, I will however grant leave to re-swear an affidavit which clarifies paragraphs 13(c) and 14 to specify the exact entities or persons which the respondent claims that the applicants should have notified of the purported revocation of the power of attorney and reasons why such notification was required.

Order

[44] The court therefore orders as follows:

1. Paragraphs 13(c) and 14 of the affidavit in support of the claim are hereby struck out as being prolix.

2. Paragraphs 4, 25B(c) and 25B(d) of the affidavit in support of the claim are hereby struck out as disclosing no cause of action against the second and third defendants.
3. The Respondent/Claimant is at liberty to re-swear an affidavit in support of the claim which shall:
 - (a) Clarify paragraph 4 of the affidavit in support of the claim to state by what means revocation of the power of attorney was communicated to the First Defendant.
 - (b) Clarify paragraphs 13(c) and 14 of the affidavit in support of the claim to identify which persons or entities should have been notified of the revocation of the power of attorney and the reasons for such notification.
 - (c) Omit any reference in paragraph 14 to the Second and Third Defendant as having aided and abetted the First Defendant in committing fraud.
 - (d) Omit the relief sought at paragraphs 25B(c) and (d) of the affidavit in support.
4. The said affidavit shall be filed within 14 days of this order failing which the claim shall stand dismissed with costs to be assessed.
5. The Defendants shall be at liberty to file affidavits in response to any affidavit filed by the Claimant pursuant to CPR Rule 20.4.
6. Costs of \$2500.00 to the Applicants/Second and Third Defendants to be paid within 14 days hereof.
7. The claim is adjourned to 9th July 2024 for further case management.

8. The Applicants/Second and Third Defendants to have carriage of this order.



Rene Williams

High Court Judge

By The Court

Registrar