[2023] JMCA Civ 16A

JAMAICA

IN THE COURT OF APPEAL

BEFORE: THE HON MRS JUSTICE MCDONALD-BISHOP P (AG)
THE HON MISS JUSTICE SIMMONS JA
THE HON MR JUSTICE BROWN JA (AG)

SUPREME COURT CIVIL APPEAL NO COA2020CV00010

BETWEEN	**MARTIN LYN**	**1ST APPELLANT**
AND	**MELISSA ELIZABETH LYN**	**2ND APPELLANT**
AND	**MARTYN MAXWELL LYN**	**3RD APPELLANT**
AND	**SARAH CHIH-JEN HSIA**	**1ST RESPONDENT**
AND	**MARVIN GORDON HALL**	**2ND RESPONDENT**
AND	**HENDERSON EMANUEL DOWNER**	**3RD RESPONDENT**
AND	**MARCOS HANDAL**	**4TH RESPONDENT**
AND	**UNA PEARL WITTER**	**5TH RESPONDENT**
AND	**BRENDA ROSE FRANCIS**	**6TH RESPONDENT**

Written submissions filed by Hylton Powell for the appellants

Written submissions filed by DunnCox for the respondents

14 July 2023

(Ruling on Costs)

(Considered on paper pursuant to rules 1.7(2)(i) and (j) of the Court of Appeal Rules 2002)

MCDONALD-BISHOP P (AG)

[1] This is the court's ruling on the matter of costs in the proceedings in the Supreme Court, following the determination of the appeal on 31 March 2023.

[2] The salient facts of the case are detailed in the written judgment delivered in the substantive appeal bearing neutral citation [2023] JMCA Civ 16. For expediency, a summary of the background to the determination of the substantive appeal as set out in that judgment should suffice.

[3] The proceedings emanated from two claims brought in the Supreme Court. The first claim (2017HCV02997) was filed by the appellants ('the Lyns') in 2017 seeking modification of restrictive covenants encumbering land owned by them in the area of the Corporate Area known as "The Golden Triangle" ('the Lyns' claim). The Lyns had almost completed the construction of a multiple-residential development ('the development') on the land.

[4] The second claim (2018HCV02906) was brought by the respondents in 2018 objecting to the modification of the restrictive covenants and seeking, among other things, an order for demolition of the offending development to the extent of the breach ('the respondents' claim').

[5] The Lyns failed in their claim to have the restrictive covenants modified, while the respondents succeeded in obtaining the demolition order. Aggrieved by that outcome, the Lyns appealed. They contended that the decision of the Supreme Court was erroneous as the respondents are not the beneficiaries of the restrictive covenants affecting the land on which the development is constructed and so the respondents lack the legal standing to object to the modification and to enforce the covenants.

[6] After considering the appeal, the court dismissed the Lyns' appeal on their claim concerning the modification, but allowed their appeal in respect of the respondents' claim, having found that the respondents did not have the legal standing to enforce the covenants against the Lyns. Consequently, the court made these orders:

"1. The appeal from the decision of the Supreme Court made on 21 January 2020 on Claim No 2017 HCV02997 (the Lyns' claim) is dismissed.

2. The order of the Supreme Court made on the Lyns' claim is affirmed.

3. The appeal from the decision of the Supreme Court made on 21 January 2020 on Claim No 2018 HCV 02906 (the respondents' claim) is allowed.

4. The order of the Supreme Court made on the respondents' claim on 21 January 2020 is set aside.

5. The amended fixed date claim form filed by the respondents on 5 October 2018 is dismissed.

6. Costs of the proceedings in the Supreme Court on the respondents' claim to the Lyns to be agreed or taxed.

7. Each party to bear its own costs of the appeal from both claims unless within 14 days of the date of this order, the party seeking a different order as to costs files and serves written submissions for a different costs order to be made. Any responding party is to file and serve written submissions within 14 days of service on them of the submissions of the party seeking costs."

[7] Although the parties were given an opportunity to address the court in respect of the costs of the appeal before the final order was settled, as set out in order 7 above, none of the parties filed submissions pursuant to that order. It follows then that each party will bear its own costs of the appeal from both claims.

[8] Although not invited to do so, on 17 April 2023, the respondents filed written submissions seeking the court's leave to be heard on the issue of the costs of the proceedings on their claim in the court below (order 6). They based their application on two contentions, as distilled from the written submissions:

(1) the respondents have not had an opportunity to make submissions with respect to costs; and

(2) the court has the jurisdiction to receive submissions on costs of the proceedings in the Supreme Court on the respondents' claim based on the pronouncements of the Privy Council in **Sans Souci Limited v VRL Services Limited** [2012] UKPC 6 ('**Sans Souci v VRL**').

[9] The Lyns are not conceding that order 6 should be varied. In their written submissions filed on 24 April 2023, they noted their opposition to the respondents' application. Their position in this regard rests on one fundamental contention, which is that the pronouncements of the Privy Council in **Sans Souci v VRL** do not assist the respondents because the Privy Council had directed that only in exceptional circumstances, when the party can demonstrate that the form of the order can be attributed to a miscarriage of justice, should the order be varied. According to the Lyns, there are no exceptional circumstances in this case, and the court's order cannot be attributed to a miscarriage of justice.

[10] The solitary question for determination is whether the court should set aside or vary the order awarding the costs in the proceedings in the Supreme Court on the respondents' claim to the Lyns and make no order as to costs as requested by the respondents. The resolution of this question involves the disposition of two questions, which are:

(a) whether the court has the jurisdiction to revisit order 6; and

(b) if it has the jurisdiction, whether it should entertain the respondents' application for the setting aside or variation of that order.

These questions will now be addressed.

The jurisdiction of the court to hear submissions on costs after the determination of the appeal

[11] As it relates to the court's jurisdiction to revisit the costs order made at order 6, there is no dispute that it has jurisdiction to do so. This is established by the Privy Council

in **Sans Souci v VRL**, relied on by the respondents, and accepted by the Lyns. In making out the case that they should be heard on costs, the respondents have principally relied on the pronouncements of Lord Sumption. In giving the decision of the Board, Lord Sumption opined at para. 22 of the judgment that "[i]t is the duty of a Court to afford a litigant reasonable opportunity to be heard on any relevant matter, including costs, on which he wishes to be heard".

[12] Then at para. 23, his Lordship noted that the importance of the principle of finality in litigation is "founded on an assumption that they were decided in accordance with the rules of natural justice". Citing the case of **Taylor v Lawrence** [2003] QB 528, he then stated:

> "**Notwithstanding the importance of finality, the rule of practice is that until either (i) a reasonable time has elapsed, or (ii) the order has been perfected, a party who has not been heard on costs or other matters arising out of a judgment, is entitled as of right to be heard.** Thereafter, the court still has an inherent jurisdiction to hear him but the test is more exacting. The order will be varied only in exceptional circumstances, when the party can demonstrate that the form of the order can be attributed to a miscarriage of justice." (Emphasis added)

[13] Therefore, it is accepted that the court may hear submissions on costs at this stage following the delivery of its judgment. The next question is whether the court should exercise this jurisdiction in favour of the respondents.

Whether the court should entertain the respondents' application for leave to be heard on the issue of the costs of the proceedings on their claim in the court below

[14] One aspect of the respondents' discontentment with order 6 is that they were not given the opportunity to be heard in this court on the issue of the costs of the proceedings in the court below. However, this argument is untenable. In this regard, it should be noted that the Lyns had also challenged the order for costs made in the court below. This is clear from the details of the order being appealed against as set out in the notice of

appeal at para. 2c., which unequivocally states that the order appealed against included the order, "[c]osts to the Objectors to be agreed and if not, taxed".

[15] Furthermore, the Lyns had asked in the same notice of appeal at paras. 5a. and 5d. that the decision and judgment of the learned judge made on 21 January 2020 be set aside; and "costs of the appeal and in the court below be awarded to the appellants to be taxed if not agreed". From all this, the respondents would have been put on notice of the ambit of the appeal, which included the costs order made in the court below on the respondents' claim.

[16] The learned judge had seen it fit to make an order for costs on the respondents' claim in respect of which the respondents were found to be the successful party. She gave no reason for awarding costs to the respondents. It leaves this court to surmise that she, simply, followed the general rule that "costs follow the event" and awarded the costs of the claim to the respondents as the successful parties. It cannot be concluded that she rested her decision on the reasons the respondents are now asking this court to consider, relating to the Lyns' conduct. Against this background, it must be noted that the respondents did not take steps to file a counter-notice of appeal seeking an affirmation of that aspect of the learned judge's decision for reasons not given by her.

[17] The respondents were provided with a reasonable opportunity to submit to this court on the issue of costs in the proceedings below if they felt that there were circumstances that would take this case out of the general rule if the Lyns were to succeed on the appeal on their claim.

[18] Additionally, rule 2.14 of the CAR provides that, in dealing with a civil appeal, this court has the power to, among other things, "affirm, set aside or vary any judgment made or given by the court below" and "give any judgment **or make any order, which in its opinion, ought to have been made by the court below**" (emphasis added).

[19] This court found that the learned judge erred in finding in favour of the respondents on their claim. The Lyns ought to have been adjudged the successful party.

Accordingly, once the learned judge was subscribing to the general rule that costs follow the event, which she seems to have done, then the costs of the claim should have been awarded to the Lyns as the successful party.

[20] Therefore, having reversed the learned judge's decision on the grounds we did, we considered it appropriate to make the costs order that the learned judge should have made in the court below, she having decided to make an order as to costs.

[21] The order for costs of the appeal was considered differently as both parties were successful on different aspects of the appeal. On that basis, the court saw it fit to make a provisional order pending submissions regarding costs of the appeal.

[22] Given that the respondents were afforded the opportunity to deal with the issue of costs down below, because they had notice of the challenge to the costs order from the terms of the notice and grounds of appeal, it cannot be said that they were deprived of the right to be heard. There was no breach of natural justice.

[23] However, though the respondents had sufficient opportunity to make submissions relating to order 6, I would, nevertheless, permit them to be heard at this stage, they having not submitted on the issue during the appeal. There would be no resulting prejudice to the Lyns as they have had the opportunity to respond to the respondents' submissions. This opportunity, the Lyns have fully utilised. Accordingly, the submissions relating to order 6 will be considered.

Whether the order for costs of the proceedings below on the respondents' claim should be set aside or varied

[24] The substantive question for consideration now arises: should the court accede to the request of the respondents to set aside or vary the impugned costs order?

[25] In opposing the respondents' application, the Lyns have relied on the principle stated in **Sans Souci v VRL** that for the order to be varied or set aside, the respondents

would have to show that exceptional circumstances exist, that is, the respondents must demonstrate that "the form of the order can be attributed to a miscarriage of justice".

[26] Having considered the pronouncements of the Board in **Sans Souci v VRL**, relied on by both sides, it seems that the respondents need not satisfy the stringent test of demonstrating that the form of the order can be attributed to a miscarriage of justice, as argued by the Lyns. The need for a party to satisfy this test would properly arise either after a reasonable time had elapsed or the order had been perfected before the application was made. In this regard, it is noted that the respondents' written submissions for the court to reconsider order 6 were filed prior to the date of the issuance of the certificate of results by the court. Furthermore, it cannot be argued that reasonable time had elapsed before the respondents sought leave to be heard on the issue of the costs of the proceedings on their claim in the court below. Therefore, strictly speaking, it would not be a re-opening of the appeal that would engage the restriction expressed in **Taylor v Lawrence**.

[27] In considering the submissions of the respondents, the applicable law regarding the award of costs in the Supreme Court seems to be an apt starting point. Rule 64.6(1) of the Civil Procedure Rules, 2002 ('CPR') provides that "[i]f the court decides to make an order about the costs of any proceedings, the general rule is that it must order the unsuccessful party to pay the costs of the successful party". However, rule 64.6(2) of the CPR provides that "[t]he court may however order a successful party to pay all or part of the costs of an unsuccessful party or may make no order as to costs".

[28] Rules 64.6(3) and (4) then follow in these terms:

> "(3) In deciding who should be liable to pay costs the court must have regard to all the circumstances.
>
> (4) In particular it must have regard to –
>
> (a) the conduct of the parties both before and during proceedings;

(b) whether a party has succeeded on particular issues, even if that party has not been successful in the whole of the proceedings;

(c) any payment into court or offer to settle made by a party which is drawn to the court's attention (whether or not made in accordance with Parts 35 and 36);

(d) whether it was reasonable for a party –

(i) to pursue a particular allegation; and/or

(ii) to raise a particular issue;

(e) the manner in which a party has pursued –

(i) that party's case

(ii) a particular allegation; or

(iii) a particular issue

(f) whether a claimant who has succeeded in his claim, in whole or in part, exaggerated his or her claim; and

(g) whether the claimant gave reasonable notice of intention to issue a claim."

[29] Against the background of rule 64.4(a) of the CPR, particularly, the position of the respondents is that the court makes no order as to costs for these reasons as summarised:

(a) Had it not been for the Lyns' application for modification of the covenants, the respondents would not have filed a claim objecting to the modification.

(b) The Lyns were of the view that the respondents were beneficiaries of the restrictive covenants, hence the notification to them of the application for modification.

(c) It was reasonable for the respondents to have pursued their claim as all parties were of the view they were entitled to the benefit of the covenants.

(d) It is a miscarriage of justice for the respondents to be required to pay the costs of the application in a claim which the Lyns' actions gave rise to.

(e) The actions of the Lyns reflect a blatant disregard for the law in constructing the development and, thus, they should not be able to benefit from an order for costs.

(f) The Lyns are still in breach of the restrictive covenants, and so a costs order in their favour would be unjustified and give other potential claimants the impression that they may disregard the law and benefit from such action.

(g) The costs order will have a stifling effect on objectors who are served with notices in the future as they may fear that if they object to an application for the modification of restrictive covenants, it will end up being very costly for them.

[30] The respondents' arguments for a departure from the general rule are considered against the background of the applicable law stated above and the submissions of the Lyns in opposition. For convenience, the submissions listed as (a) – (d) above are collectively addressed first, and those listed (e) – (g) will be dealt with separately.

The filing of the respondents' claim resulted from the Lyns' claim, and all parties were of the view that the respondents were entitled to the benefit of the covenants

[31] The gravamen of the respondents' submissions detailed at para. [29](a) – (d) above, is that they had to file their claim because of the claim brought by the Lyns for modification of the covenants and the service of legal notices on the respondents as

persons the Lyns believed to have been entitled to the benefit of the restrictive covenants. I find no merit in this argument for the following reasons.

[32] The record shows that the Lyns filed their claim for modification of the relevant restrictive covenants in 2017. At that time, they named only the 1st and 2nd respondents (Sarah Chih-Jen Hsia and Marvin Gordon Hall) along with three other land owners, who they said "to the best of their knowledge, information and belief and as far as is known" to them were entitled to the benefit of the covenants. The 3rd to 6th respondents were not named in the Lyns' claim as proprietors the Lyns believed were entitled to the benefit of the covenants.

[33] Consequent on the filing of the Lyns' claim, Ms Hsia and Mr Hall, as proprietors of Lot 7, Upper Montrose Road, Kingston 6, were served with a legal notice of the Lyns' claim. Ms Hsia and Mr Hall filed and served their objection to the claim. It was never averred by any of the respondents that the 3rd to 6th respondents were served with legal notices as persons the Lyns regarded to be beneficiaries of the covenants. There was also no evidence of service on them in the record of appeal. Therefore, in the absence of such evidence, it would not be fair to say that the Lyns had regarded all the respondents as persons entitled to the benefit of the covenants.

[34] However, the six respondents (four of whom were never named in the Lyns claim) jointly filed their claim in 2018. In that claim, they all sought declarations that they were entitled to the benefit of the covenants. The Lyns disputed the claim. This shows that up to then, it was not settled among the parties that the respondents were entitled to the benefit of the covenants. The court was asked to determine that issue. The respondents all took the risk of filing a claim asserting a right that they believed they had, independently of what the Lyns had stated in their claim.

[35] It also is not fair for the respondents to say they were compelled by the Lyns to file a separate claim. Even though Ms Hsia and Mr Gordon were given legal notice of the Lyns' claim, and had filed their objection along with an alternate application for

compensation, they, however, decided to go further to join with the other respondents, not named by the Lyns in their claim, and file an independent claim. In that claim, they sought not only declarations that they were entitled to the benefit of the covenants, but also injunctive relief, including a demolition order. The Lyns' claim for modification of the restrictive covenants could not have compelled the respondents to seek the reliefs they sought. Therefore, the respondents would have filed an independent claim after independent consideration (evidently grounded on professional legal advice) of what they perceived to have been their right to do so. They independently and collectively assumed the position of persons who could lawfully claim the benefit of the covenants.

[36] Furthermore, upon the filing of the respondents' claim, the Lyns, from the very outset, challenged the respondents' legal standing to bring the claim. According to the Lyns, the respondents had not established on the evidence filed in support of their claim that they were entitled to the benefit of the covenants. Despite the Lyns' challenge to the respondents' legal standing to bring the claim, the respondents maintained their stance up to the determination of the appeal that they were entitled to the benefit of the covenants by virtue of their lands being part of a scheme of development. They failed to provide the evidence to substantiate that which they asserted. At the end of the proceedings in this court, they were found not to have been entitled to bring a claim to enforce the covenants. This means, in effect, that the respondents were not the proper party to bring the claim and that the Lyns had the right to defend the claim brought against them by persons not entitled to do so. The Lyns were compelled to defend the claim and it cannot be said that they would have acted unreasonably in doing so.

[37] In sum, the respondents' lack of legal standing to bring the claim was pervasive and cut to the very heart of the proceedings on their claim. Accordingly, in these circumstances, there is nothing to justify a departure from the general rule that costs should follow the event. on the basis contended by the respondents that the Lyns caused them to file the claim and had regarded them as the beneficiaries of the covenants.

The Lyns' conduct in acting with "blatant disregard" for the law

[38] The respondents have gone further in their contention that the Lyns ought to be deprived of costs because their actions reflect a blatant disregard for the law in constructing the development and they should not be able to benefit from an order for costs. In advancing their arguments that it would be more suitable for there to be no order as to costs because of the conduct of the Lyns, the respondents have prayed in aid the observations of Phillips JA in **Ivor Walker v Ramsay Hanson** [2018] JMCA Civ 19 at para [42]. Phillips JA, essentially, stated, in so far as is immediately relevant, that one of the many factors for the court to consider when contemplating an order for costs is the conduct of the parties.

[39] The relevance of a party's conduct to a consideration of an award of costs is incontrovertible, and the argument that the Lyns have acted in blatant disregard for the law is, of course, accepted. In fact, their conduct had been publicly deprecated by this court in its written reasons for judgment, but should they be deprived of their costs as the successful party on the respondents' claim because of their conduct in constructing the development in breach of the restrictive covenants?

[40] The finding of this court in favour of the Lyns in the appeal was that the respondents had not successfully established their standing to seek the relief they claimed, despite the Lyns' blatant disregard for the law. The respondents' failure to establish their legal standing detrimentally affected their claim. Therefore, even though the Lyns had blatantly disregarded the law, the respondents did not have the legal standing to bring the claim against them and, thus, were in no better position than busybodies would be.

[41] Furthermore, as noted by the Lyns, even though the respondents failed to establish that they were beneficiaries of the covenants, they had succeeded in blocking the modification of the covenants on the Lyns' claim and were awarded the costs of those proceedings by the learned judge. This was not pursued by the Lyns on appeal. According to the Lyns, those costs have already been paid, and that is not contradicted by the

respondents. Effectively, the Lyns have been penalised in costs on their claim in favour of persons who were not proper objectors and parties to the claim.

[42] Despite what the respondents might have viewed as the Lyns' reprehensible conduct in flouting the law, the Lyns were, nevertheless, called upon to defend a claim that ought not to have been brought against them by the respondents. Therefore, to deprive the Lyns of their costs, as the successful parties in these circumstances, would be unreasonable.

[43] Accordingly, the respondents' argument that there is a miscarriage of justice for the Lyns to be awarded costs for the proceedings in the Supreme Court cannot be accepted. This is particularly so given the circumstances of this case, which has at its core the issue of the respondents' legal standing to bring the claim.

[44] In conclusion, there is nothing in the circumstances to show that there should be a departure from the general rule in respect of the respondents' claim in the Supreme Court on account of the Lyns' conduct in building the development in breach of the restrictive covenants.

Likely adverse effect of the award of costs on potential developers and objectors

[45] Another argument of the respondents is that the Lyns are still in breach of the covenants, and so a costs order in their favour would be unjustified and would give other potential developers the impression that "they may disregard the law and benefit from such action". The respondents also contend that an award of costs would stifle "would-be" objectors who are served with notices of discharge or modification of restrictive covenants.

[46] The Lyns have rebutted these assertions by stating, in part, that the covenants are still endorsed on the certificate of title and continue to have the most important intended consequence, that is, they cannot subdivide the property by obtaining separate

titles for the different units and must keep them as one holding". The present situation, they argued, cannot be a basis for the court to set aside or vary the costs order.

[47] The submission of the Lyns that the continuing breach is not a basis for variation of order 6 is accepted. The proceedings are over between the parties, and the Lyns are paying the price for the breach. The covenants are not modified by the court. The Lyns have not secured a victory and, therefore, remain at the mercy of the local authorities. This position carries with it the risk of demolition of the development to the extent of the breach. The Lyns also had to pay costs to the respondents who objected to the application for modification of the covenants and are liable to incur further costs to remedy the breach. Additionally, although the Lyns won the appeal, they were, nevertheless, deprived of their costs as the successful party. All this would be evident to a potential developer. Therefore, it is very difficult to conceive how potential developers could form the view that "they may disregard the law and benefit from such action".

[48] I also find, as advanced by the Lyns, that the respondents' argument that order 6 will have a "stifling effect on objectors who are served with notice" is misconceived. This case does not affect the right of persons to object to the modification or discharge of restrictive covenants. The respondents have secured costs in the capacity as objectors in the Lyns' claim. Therefore, it would be evident to all potential objectors, who become aware of the decision, that objectors can secure costs and they would be mindful that they could receive compensation in such claims. Accordingly, the respondents' argument that potential objectors may fear that if they object to an application for modification of covenants, it may end up costly to them, cannot be accepted as a basis to depart from the general rule that costs follow the event.

[49] Furthermore, the award of costs in civil and quasi-civil proceedings is a natural incidence of civil litigation, and the incurrence of an adverse costs order is a risk that is faced by every litigant in those proceedings. The court cannot deprive a successful party of costs on the basis that an award of costs might deter other litigants or prospective litigants from defending or bringing a claim.

[50] Indeed, I consider it reasonable to state that potential objectors would have a duty to ensure that they have the legal standing to bring a claim in response or objection to an application for modification or discharge of restrictive covenants. In every case, *locus standi* is an essential prerequisite for the filing of a claim and, it matters not the conduct of the other party. Therefore, there can be no detrimental effect on potential objectors, if the respondents are called upon to pay costs in a claim those objectors had no legal right to bring.

[51] In all the circumstances, it would not be just to deprive the Lyns of the costs to which they are, *prima facie*, entitled, based on any speculative adverse effect on potential developers and/or objectors.

Conclusion

[52] The respondents were afforded adequate opportunity to make submissions on the issue of costs on their claim as they would have been put on notice that those submissions were required given the challenge to the learned judge's orders on appeal and the order sought by the Lyns in the notice of appeal. Therefore, it cannot fairly be said that the respondents were not afforded the opportunity to treat with the issue of costs below in their response to the Lyns' appeal.

[53] Notwithstanding that the respondents would have had the opportunity to make submissions on the issue of costs in the court below, it is decided that they be heard on the issue at this stage since they were not heard on the issue before the order was made. They had applied to be heard within a reasonable time and before the final order was perfected. As such, they are not required to demonstrate that the order for costs in favour of the Lyns may be attributed to a miscarriage of justice, although they had asserted that much in their submissions.

[54] Having considered all the circumstances of the case, including the conduct of the Lyns in flouting the law, within the framework of the applicable law relating to costs, I see no basis to deprive the Lyns of the costs of the claim brought by the respondents.

The Lyns succeeded on the appeal in establishing that the learned judge erred in granting the orders the respondents sought on their claim because the respondents had no legal standing to bring the claim. The lack of standing goes to the heart of the respondents' claim, destroying its foundation.

[55] Accordingly, there is nothing in the circumstances of this case that could justify a departure from the general rule that costs follow the event.

[56] For all the preceding reasons, I would refuse to set aside or vary order 6 as sought by the respondents and order that it stands.

SIMMONS JA

[57] I have read, in draft, the ruling on costs of my learned sister McDonald-Bishop P (Ag) and agree with her reasoning and conclusion. There is nothing that I wish to add.

BROWN JA (AG)

[58] I, too, have read the draft ruling on costs of my learned sister McDonald-Bishop P (Ag). I agree with her reasoning and conclusion and have nothing to add.

MCDONALD-BISHOP P (AG)

ORDER

Order 6 of the order of this court, made on 31 March 2023, that "costs of the proceedings in the Supreme Court on the respondents' claim to the Lyns to be agreed or taxed", stands.