



[2020] JMSC Civ 195

**IN THE SUPREME COURT OF JUDICATURE OF JAMAICA
IN CIVIL DIVISION
CLAIM NO. 2018 HCV 02117**

IN THE MATTER OF the Settled Land Act

AND

IN THE MATTER OF the Trustees, Attorneys
and Executors (Accounts and General) Act

AND

IN THE MATTER OF the question of whether
ALL THAT parcel of land, hereditaments and
premises situate at 26 Harbour Street, in the
town of Port Antonio, in the parish of Portland,
registered at Volume 1153 Folio 479, now
removed and registered at Volume 1512 Folio
576, is settled land

BETWEEN

COURTNEY GILPIN

CLAIMANT

AND

VALRIE SHACKLEFORD

DEFENDANT

CONSOLIDATED WITH

CLAIM NO. 2018 HCV 02478

IN THE MATTER OF the Settled Land Act

AND

IN THE MATTER OF the Trustees, Attorneys
and Executors (Accounts and General) Act

AND

IN THE MATTER OF the question of whether
ALL THAT parcel of land, hereditaments and
premises situate at 26 Harbour Street, in the
town of Port Antonio, in the parish of Portland,
registered at Volume 1153 Folio 479, now
removed and registered at Volume 1512 Folio
576, is settled land

BETWEEN **PAULETTE SHACKLEFORD** **1ST CLAIMANT**

AND **SYLBOURN SHACKLEFORD** **2ND CLAIMANT**

AND **VALRIE SHACKLEFORD** **DEFENDANT**

IN CHAMBERS

**Messrs. Lemar Neale and Jody White instructed by NEA | LEX for the Claimant,
Courtney Gilpin**

**Mr Jovell Barrett and Miss Monique Rowe instructed by Nigel Jones & Company
for the 1st and 2nd Claimants, Paulette Shackelford and Sylbourn Shackelford**

Mr Colin Alcott for the Defendant, Valrie Shackelford

Heard: September 21 and October 2, 2020

Wills – Construction – The appropriate construction to be applied to particular clause in a will – Whether fee simple absolute was bequeathed – Whether will created a settlement – Perpetuities – The rule against perpetuities – Whether particular clause in the will offends the rule against perpetuities – Whether particular clause in the will is void for uncertainty – Repugnancy – The doctrine of repugnancy – Whether particular clause in the will infringes the doctrine of repugnancy – Recovery of funds expended in accordance with the will – The Wills Act, section 23, The Settled Land Act, sections 2(2),(4),(5),(6),(10), 3(a), 6(1), 24(2)(a) and 25(1)

Costs – The appropriate cost order to be made in the circumstances – Civil Procedure Rules, 2002, rules 64.3, 64.6(1), 64.6(3), 64.6(4)(a),(b),(d)(i) and (ii), (e)(i), (ii) and (iii), 64.6(4)(f) and 64.6(4)(g)

A. NEMBHARD J

INTRODUCTION

- [1]** This matter concerns the interpretation of certain provisions of the Last Will and Testament of Isaac Shackelford, dated 18 February 2005 (“the Will”) and the recovery of certain sums of money that are said to have been expended in accordance with the provisions of the Will.
- [2]** By virtue of the Will, Isaac Shackelford (“the testator”) bequeathed property to the Defendant, Valrie Shackelford and her brother, Carl Shackelford, who is now deceased.
- [3]** The dispute concerns the Hope View Guest House (“the Guest House”), which the testator bequeathed as follows: -

"F. Main Bequests.

- 1) *I leave all right, title, and interest in and to the Hope View Guest House (the "Guest House") located at 26 Harbour Street, Port Antonio Post Office, Portland, Jamaica WI to Valrie Shackleford a.k.a. "Jean" and Carl Shackleford a.k.a. "Danny".*
- 2) *Valerie Shackleford and Carl Shackleford shall restore and manage the Guest House in collaboration with any of my children ("Interested Child") who show interest in the Guest House by investing funds and/or making in-kind contributions to the restoration and/or management of the Guest House. Any profits generated by the Guest House shall be shared by Valerie, Carl, and any Interested Child in participation equal to the cash or in-kind contribution made by such Interested Child.*
- 3) *The Guest House shall not be sold until the last grandchild born to my children now living shall have died. The Guest House shall be inherited by the oldest son of each generation."*

[4] The testator died on 21 April 2006. The Claimant, Mr Courtney Gilpin, is the grandson of the testator, while the 1st and 2nd Claimants, Miss Paulette Shackleford and Mr Sylbourn Shackleford, as well as, the Defendant, Miss Valrie Shackleford, are his children.

[5] Sometime in 2017, Miss Valrie Shackleford sold the Guest House to Mr Kevin Palmer, for the sum of Eighteen Million Dollars (\$18,000,000.00).

THE ISSUES

[6] The following issues are determinative of the matter: -

1. What is the appropriate construction to be applied to the Last Will and Testament of the testator, Isaac Shackleford?

2. Whether Valrie and Carl Shackelford took a fee simple absolute (and consequently full rights of disposition) or a life interest in the Guest House?
3. Whether the Last Will and Testament of Isaac Shackelford created a settlement?
4. Whether Clause F of the Last Will and Testament of Isaac Shackelford infringes the rule against perpetuities?
5. Whether Clause F of the Last Will and Testament of Isaac Shackelford is void for uncertainty?
6. Whether Clause F of the Last Will and Testament of Isaac Shackelford infringes the doctrine of repugnancy?
7. Is Sylbourn Shackelford to be compensated for the value of the renovations made to the Guest House?

THE LAW

The relevant statutory provision

- [7] Section 23 of the Wills Act provides that, real estate devised in a will, without any words of limitation, will pass the fee simple estate or any other interest which the testator had the power to dispose of by will, unless a contrary intention is shown. The section reads as follows: -

“Where any real estate shall be devised to any person without any words of limitation such devise shall be construed to pass the fee simple, or other the whole estate or interest which the testator had power to dispose of by will in such real estate, unless a contrary intention shall appear by the will.”

- [8] Section 23 of the Wills Act reverses the old common law rule that, in the absence of words of limitation, the devise was to be construed as only passing a life

interest. As a result of section 23, words of limitation considered necessary at common law to pass the fee simple, are no longer required and real estate devised in a will, without words of limitation, will pass the fee simple, unless the contrary intention is shown.

The objective of construing a will

- [9] The objective of construing a will is to give effect to the intention of the testator. The testator's intention is to be gleaned from a reading of the entire will and not only from those provisions which give rise to the dispute.¹
- [10] In **Grey v Pearson**², Lord Wensleydale stated what has come to be known as the "golden rule" when he stated that: -

"...[In] construing wills, and indeed statutes, and all written instruments, the grammatical and ordinary sense of the words is to be adhered to, unless that would lead to some absurdity or some repugnance or inconsistency with the rest of the instrument, in which case the grammatical and ordinary sense of the words may be modified so as to avoid that absurdity or inconsistency, but no further."

- [11] The authority of **Charles v Barzey**³ involved the hearing of an appeal by the Board from Dominica. The matter involved section 29 of the Wills Act of Dominica (which reads in pari materia with section 23 of the Wills Act) and the validity of a provision in a will devising a fee simple estate, subject to a life interest, in a part of the property.

- [12] Lord Hoffman stated as follows: -

"The interpretation of a will is in principle no different from that of any other communication. The question is what a reasonable person, possessed of all the

¹ See – **Theobald on Wills**, 15th edition, Sweet & Maxwell, 1993, at page 199; **Perrin v Morgan** [1943] AC 399 at page 406

² [1843-60] All ER 21, at page 36

³ [2002] UKPC 68, at paragraph [6]

background knowledge which the testatrix might reasonably have been expected to have, would have understood the testatrix to have meant by the words she used..."

[13] In **Sylvia Gayle-Henry v Lloyd Gayle and Cedric Gayle**⁴, Edwards JA (Ag) (as she then was), stated as follows: -

"If the testator uses words or expressions which are unambiguous and which when read into the will as a whole, creates no difficulty or ambiguity in construction, those words are to be given their ordinary meaning. Words in the will are to be read in their ordinary grammatical sense unless it leads to an absurdity, repugnance or inconsistency with the clear intentions of the testator as gleaned from reading the entire will."

[14] In determining the intention of the testator from the words used in the will, the court is not bound by precedent, except to the extent that that decision is based on some principle of law. The court is only bound by decided cases for the purpose of securing, as far as possible, a degree of certainty in the administration of the law. Where the determination of the matter is not dependent on a rule or principle of law but simply on the meaning of the words used in one will, which are entirely different from those used in another, the words used in the one will seldom be any guide to the construction of the words used in the other.⁵

ANALYSIS

What is the appropriate construction to be applied to the Last Will and Testament of the testator, Isaac Shackelford?

[15] In determining the appropriate construction to be applied to the Will, the grammatical and ordinary sense of the words used therein is to be adhered to, unless that would create some absurdity, repugnance or inconsistency with the

⁴ [2018] JMCA Civ 5, at paragraph 37

⁵ See – **Gravenor v Watkins** (1871) LR 6 CP 500

remainder of the instrument. The Will is to be read as a whole and not just the clause which is in dispute.

- [16] An examination of Clause F (1) and (3) of the Will reveals that the words used therein are clear and unambiguous and, when read as a whole, create no ambiguity. Nor do they lead to an absurdity, repugnance or inconsistency with the intentions of the testator, as can be gleaned from a reading of the instrument in its entirety. As such, the words used therein should be given their ordinary grammatical meaning.

Did Valrie and Carl Shackelford take a fee simple absolute (and consequently full rights of disposition) or a life interest in the Guest House?

The intention of the testator

- [17] On a proper construction of the Will, Clause F (1) and (3) reveal two (2) clear intentions on the part of the testator. Firstly, that Miss Valrie Shackelford and her brother, Carl Shackelford, should take a life interest in the Guest House. Secondly, that the oldest son of each generation should inherit the fee simple absolute in remainder.

Was a settlement created by the Last Will and Testament of Isaac Shackelford?

- [18] Section 2(2) of the Settled Land Act (“the Act”) treats with the creation of a settlement in respect of land. The section provides that a settlement is created when a document in writing disposes of property in such a way that different persons in succession have an interest in the same property.

- [19] Section 2(2) of the Act reads as follows: -

“2. - (2) Any deed, will, agreement for a settlement or other agreement, covenant to surrender, Act of the United Kingdom Parliament, or enactment of this Island or other instrument, or any number of instruments, whether made or passed before or after, or partly before and partly after, the commencement of this Act, under or by virtue of which instrument or instruments, any land, or any estate or interest in land, stands for the time being limited to or in trust for any persons by way of succession, creates or is for purposes of this Act a settlement, and is in this Act referred to as a settlement, or as the settlement, as the case requires.”

[20] For the purposes of this analysis, the following sections of the Act are also pertinent: -

“2. - (4) Land and any estate or interest therein, which is the subject of a settlement, is for purposes of this Act settled land, and is, in relation to the settlement, referred to in this Act as the settled land.

(5) The determination of the question whether land is settled land, for purposes of this Act or not, is governed by the state of facts, and the limitations of settlement, at the time of the settlement taking effect.

(6) The person who is for the time being, under a settlement, beneficially entitled to possession of settled land, for his life, is for purposes of this Act the tenant for life of that land, and the tenant for life under that settlement.

(10) Capital money arising under this Act, and receivable for the trusts and purposes of the settlement, is in this Act referred to as capital money arising under this Act.

3. - A tenant for life –

(a) may sell the settled land, or any part thereof, or any easement, right or privilege of any kind, over or in relation to the same;

6. - (1) *Every sale shall be made at the best price that can reasonably be obtained.*

24. - (2) *Capital money arises under this Act, subject to payment of claims properly payable thereout, and to application thereof for any special authorized object for which the same was raised, shall, when received, be invested or otherwise applied wholly in one, or partly in one and partly in another or others, of the following modes namely -*

(a) in investment on Government securities of Great Britain or of this Island, or on other securities on which the trustees of the settlement are by the settlement or by law authorized to invest trust money of the settlement, or on the security of the bonds, mortgages or debentures, or in the purchase of the debenture stock, of any railway company in Great Britain or Ireland incorporated by special Act of the Parliament of the United Kingdom, and having for ten years next before the date of investment paid a dividend on its ordinary stock or shares, with power to vary the investment into or for any other such securities;

...

25.- *(1) Capital money arising under this Act shall, in order to its being invested or applied as aforesaid, be paid either to the trustees of the settlement or into court, at the option of the tenant for life, and shall be invested or applied by the trustees, or under the direction of the Court, as the case may be, accordingly."*

[21] Where the Guest House has been disposed of in such a way that different persons in succession would have an interest, this Court is of the view that the Will created a settlement. Consequently, Miss Valrie Shackelford would be a tenant for life and, as such, would have the power to sell the Guest House, pursuant to section 3(a) of the Act. The proceeds of sale, however, are deemed

to be capital money and are to be held on trust for the benefit of Mr Gilpin⁶. Moreover, the capital money must be paid into Court or invested and/or applied in accordance with the provisions of the Act.

- [22] The Court is mindful that the Act requires the appointment of trustees, in accordance with the provisions of the Trustees, Attorneys and Executors (Accounts and General) Act. In that regard, an application is to be made before the court, supported by evidence on Affidavit.

Does Clause F (3) of the Last Will and Testament of Isaac Shackelford offend against the rule against perpetuity?

- [23] **Theobald on Wills**, 16th Edition, provides a clear definition of the modern rule against perpetuity at common law. Paragraph 44-04 reads as follows: -

“44-04. As a general rule, no interest in property is good unless it must vest if at all, not later than 21 years after some life in being at the creation of the interest, allowance being made for gestation only when it actually exists. The vesting required by the rule is of course vesting in interest, not vesting in possession. The rule is designed to prevent remoteness of vesting, not the inalienability nor the unduly long duration of interests: it would have been better if it had been called the rule against remoteness.”

- [24] In **Re Hubbard’s Will Trusts, Marston and Ors v Angier and Ors**⁷ the court had to determine whether a settlement which created successive interests was void for offending the rule against perpetuity. Buckley J stated as follows: -

“If a testator or other settler settles property in such a way as to create a series of successive interests each intended to take effect on, and only on, the exhaustion or termination of all antecedent interests in the chain, and one of those interests is void for remoteness all the ulterior interests will fail, and this will be so even in the case of such an interest as a life

⁶ See – Section 24(2) of The Settled Land Act

⁷[1962] 2 All ER 917 at page 21, paragraphs D-E

interest given to a living person which, if it were to take effect at all, would necessarily do so within the limits of perpetuity. In such a case the invalidity of one of the successive interests for perpetuity breaks the chain and all interests below the point of fracture falls away.”

A life in being

[25] Paragraph 44-06 of **Theobald on Wills** goes on to state who constitutes a “life in being”. It reads as follows: -

“44-06. The vesting may be postponed for any number of lives, provided they are all in being when the interest is created, and provided they are not numerous as to make the ascertainment of the survivor too uncertain.”

[26] In determining whether Clause F (3) of the Will offends against the rule against perpetuity, the Court must examine the state of things existing at the time of the testator’s death. No issue has been taken with the fact that Mr Gilpin was alive at the time of the creation of the interest in the Guest House by the Will. Mr Gilpin was therefore a life in being when the interest in the Guest House was created. Nor has it been disputed by the parties that he is the oldest grandson of the testator.

[27] In this regard, the devise of the interest in the Guest House to Mr Gilpin does not offend against the rule against perpetuity. Any ulterior interests, however, would be void for remoteness, as it would seek to vest several interests in the Guest House outside of the perpetuity period of twenty-one (21) years and any gestation period.

Is Clause F of the Last Will and Testament of Isaac Shackelford void for uncertainty?

[28] It was submitted on behalf of Miss Valrie Shackelford that Clause F of the Will is void for uncertainty. Regrettably, the Court is unable to agree with that

submission, nor does it find that the case of **Thomas Desulme & Ors v Jean Marie Desulme & Anor**⁸ is applicable to the instant case.

- [29] In **Desulme** the court had to determine the validity of a Deed of Settlement which sought to dispose of shares in a company. Clarke J held that the provisions of the Deed of Settlement contravened certain provisions of the Companies Act.⁹ It was also held that, where a gift is dependent on a prior gift that fails, then the dependent gift also fails.¹⁰
- [30] In treating with the rule against perpetuities, Clarke J observed that, in England, the Perpetuities and Accumulations Act, 1964 modified the common law and provided that the perpetuity period may be a fixed period not exceeding eighty (80) years. Clearly relying on this statute, the draftsman of the Deed of Settlement fashioned the definition of the “trust period”, expressing the perpetuity period, for the purposes of the Deed of Settlement, as being the expiration of eighty (80) years from the date of the Deed. Clarke J held that the rule against perpetuities requires that the interest must be incapable of becoming vested outside the perpetuity period of any life or lives in being plus twenty-one (21) years and any period of gestation. For that reason, also, the gift failed.
- [31] Furthermore, the Court is mindful that, in determining the intention of the testator from the words used in a will, it is not bound by precedent, except to the extent that such a decision was based on some principle of law.

⁸ Suit No. E. 352 of 1994, judgement delivered on 5 February 1998

⁹ The clause concerned (Clause 4) required that particular directors be retained in office for the rest of their lives, contrary to section 175 of the Companies Act; purported to nullify managerial powers and discretions of the Board of Directors, contrary to the Articles of Association (Articles 84 and 86); and circumscribed and controlled the responsibilities, discretion and powers of the Directors, contrary to the general principles of company law. All of which the court held to have been illegal.

¹⁰ **Thomas Desulme & Ors v Jean Marie Desulme & Anor** (supra), per Clarke J, at page 7

Whether Clause F of the Last Will and Testament of Isaac Shackelford infringes the doctrine of repugnancy?

- [32] It was submitted on behalf of Miss Valrie Shackelford that, Clause F of the Will infringes the doctrine of repugnancy, as the Guest House was not operational at the time that the interest was created by the Will.
- [33] In **Sylvia Gayle-Henry v Lloyd Gayle and Cedric Gayle**¹¹, Edwards JA provided a comprehensive statement of the doctrine of repugnancy. At paragraph [57], she stated as follows: -

“The doctrine of repugnancy is only applicable where it is first found that the fee simple estate has been devised to one beneficiary but the testator goes on to make provision for a gift of the same property which is inconsistent with or impinges upon the rights of the beneficiary to the fee simple estate, in a manner which the law will not allow or cannot recognise. Such a provision does not affect the nature of the interest given but only infringes the rights of the beneficiary in the use or enjoyment of the property in a manner which is void in law.”

- [34] This Court is of the view that the doctrine of repugnancy will only apply in the instant case, where it is found that the fee simple estate in the Guest House was devised to Valrie and Carl Shackelford. Such a gift would be inconsistent with that made to the oldest son of each generation and would impinge on the rights of the beneficiaries of the fee simple estate.
- [35] In determining whether Clause F of the Will offends the doctrine of repugnancy, the Court must examine the words used by the testator and determine his intention, as can be gleaned from the use of those words. It is clear from the construction of the Will, giving the words used their ordinary, English meaning, that the gift of the Guest House was not made contingent upon its continued operation as such. The gift stands alone. If Clause F of the Will were to be

¹¹ (supra)

deemed to be void for infringing the doctrine of repugnancy, the gift of the Guest House would revert to the testator's residuary estate. This would lead to the absurd result that, in the absence of any provisions in the Will for the disposition of the testator's residuary estate, the laws of intestacy would apply to it.

[36] The Court has already found that, on a proper construction of the Will, Clause F (1) and (3) reveal two (2) clear intentions on the part of the testator. Firstly, that Miss Valrie Shackelford and her brother, Carl Shackelford, should take a life interest in the Guest House and secondly, that the oldest son of each generation should inherit the fee simple absolute in remainder. The gift to Miss Valrie Shackelford and her brother is not inconsistent with that made to the oldest son of each generation. Nor does it impinge on the rights of the beneficiaries of the life interest in the Guest House.

[37] It cannot therefore be said that Clause F of the Will infringes the doctrine of repugnancy.

Is Sylbourn Shackelford to be compensated for the value of the renovations made to the Guest House?

[38] Mr Sylbourn Shackelford contends that he renovated four (4) bedrooms at the Guest House and expended sums of money totalling approximately Four Million Dollars (\$4,000,000.00). He further contends that he did this in accordance with the provisions of Clause F (2) of the Will. Consequently, he asserts, he should be reimbursed. In that regard, he has produced in evidence receipts totalling Five Hundred Fifty-Three Thousand Nine Hundred Sixty-Two Dollars and Thirty-Three Cents (\$553,962.33). The Court finds that Mr Shackelford has not proven that he spent Four Million Dollars (\$4,000,000.00), in order to renovate the Guest House.

[39] It is Miss Valrie Shackelford's evidence that Mr Shackelford renovated and "locked away" three (3) rooms at the Guest House and that he would utilize those rooms for his personal benefit, whenever he and his family visited Jamaica. The

Court accepts the evidence of Miss Valrie Shackelford in this regard and rejects Mr Shackelford's assertion that the renovations made to the Guest House were made for its restoration and/or management, in accordance with the dictates of the Will.

[40] Consequently, Mr Shackelford's claim fails.

The appropriate cost order

The applicable principles considered

[41] Part 64 of the Civil Procedure Rules, 2002 ("the CPR") contains general rules in relation to costs and the entitlement to costs. Where a 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.¹²

[42] In deciding who should be liable to pay costs, the court must have regard to all the circumstances and, in particular, to the conduct of the parties, both before and during the proceedings. The court may also consider whether a party has succeeded on particular issues, even if that party has not been successful in the whole of the proceedings; whether it was reasonable for a party to pursue a particular allegation; and/or to raise a particular issue; the manner in which a party has pursued his/her case, a particular allegation or a particular issue; and whether the claimant gave reasonable notice of an intention to issue a claim.¹³

[43] The provisions of the CPR make it quite clear that the court has a wide discretion to make any cost order it deems fit, against any person involved in any type of litigation.

[44] In its approach to the issue of costs, the Court will be guided by the principles stated above. In respect of the Claim numbered 2018 HCV 02117, the Court

¹² Rule 64.6(1) of the CPR

¹³ Rules 64.6(3), 64.6(4)(a), (b), (d)(i) and (ii), (e)(i), (ii) and (iii), 64.6(4)(f) and 64.6(4)(g) of the CPR

will award costs to Mr Gilpin against Miss Valrie Shackelford. In so doing, the Court considers the fact that Miss Valrie Shackelford actively participated in the proceedings therein and actively defended the Claim. To that end, she filed Affidavits in response to the Fixed Date Claim Form and made both written and oral submissions, in respect of the issues arising.

[45] In respect of the Application made by way of the Amended Fixed Date Claim Form, filed on 21 June 2019, the Court awards costs to Miss Valrie Shackelford against Miss Paulette Shackelford and Mr Sylbourn Shackelford. The Court has regard to the fact that Miss Valrie Shackelford has had to defend this Claim. Where Miss Paulette Shackelford and Mr Sylbourn Shackelford have not succeeded in proving their Claim, Miss Valrie Shackelford is entitled to recover her costs.

[46] Finally, this Court is of the view that, to make an order that the costs awarded herein be paid from the capital money, would not be appropriate, having regard to the provisions of the Act, which governs settled land and capital money.

DISPOSITION

[47] It is hereby ordered as follows: -

1. On a true construction of the Last Will and Testament of Isaac Shackelford, dated 18 February 2005, the property devised to the Defendant, Valrie Shackelford, being all that parcel of land, hereditaments and premises situate at 26 Harbour Street, in the town of Port Antonio, in the parish of Portland, being the land comprised in Certificate of Title registered at Volume 1153 Folio 479, now removed and registered at Volume 1512 Folio 576 of the Register Book of Titles, is settled land;
2. On a true construction of the Last Will and Testament of Isaac Shackelford, dated 18 February 2005, the Defendant, Valrie Shackelford, holds a life estate in the reversion of all that parcel

of land, hereditaments and premises situate at 26 Harbour Street, in the town of Port Antonio, in the parish of Portland, being the land comprised in Certificate of Title registered at Volume 1153 Folio 479, now removed and registered at Volume 1512 Folio 576 of the Register Book of Titles;

3. The proceeds of the sale of all that parcel of land being the land comprised in Certificate of Title registered at Volume 1153 Folio 479, now removed and registered at Volume 1512 Folio 576 of the Register Book of Titles, is capital money and is to be invested by the Defendant, Valrie Shackelford, for the duration of her natural life, for the benefit of the Claimant, Courtney Gilpin, in a reputable and licenced financial institution;
4. The Application made by way of the Amended Fixed Date Claim Form, filed on 21 June 2019, is refused;
5. The costs in the Claim numbered 2018 HCV 02117, are awarded to the Claimant, Courtney Gilpin, against the Defendant, Valrie Shackelford, and are to be taxed if not sooner agreed;
6. The costs of the Application made by way of the Amended Fixed Date Claim Form, filed on 21 June 2019, are awarded to the Defendant, Valrie Shackelford, against the 1st and 2nd Claimants, Paulette Shackelford and Sylbourn Shackelford, and are to be taxed if not sooner agreed; and
7. Messrs. NEA | LEX, Attorneys-at-Law, are to prepare, file and serve the Orders made herein.