

REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

CV2018-02838

BETWEEN

A & S HARDWARE AND GENERAL CONTRACTORS LIMITED

Claimant

AND

THE ATTORNEY GENERAL OF TRINIDAD AND TOBAGO

Defendant

Before the Honourable Mr. Justice R. Rahim

Date of delivery: September 14, 2021

Appearances:

Claimant: Mr. R. M. Kawalsingh instructed by Ms. A. Roopchansingh

Defendant: Ms. M. Davis instructed by Mr. N. Smart.

JUDGMENT

Introduction

1. This is a claim for breach of contract for monies due and owing in the sum of \$243,000.00 VAT inclusive, for works and services allegedly done by the claimant for and on behalf of the defendant.
2. It should be noted at the outset, that despite the court's directions¹ (inclusive of an extension of time so to do) the defendant has failed to file any closing submissions or reply to the submissions of the claimant.

Case for the claimant

3. It is the claimant's case that it was contracted by the Ministry of Works and Transport ("the MOWT") through its Unemployment Relief Programme ("URP") division, (a servant and/or agent of the State) and as such, the defendant to carry out certain building and construction works at Sum Sum Hill, Claxton Bay.
4. The claimant pleaded that its Managing Director, Aaseen Ali was contacted by one Kenrick Castellano, a former Programme Manager of the URP, to construct a 'starter house' for a victim whose house was destroyed by fire. The works were categorised as emergency works and was expected to be completed within eight weeks.
5. The claimant received an Invitation to Tender and submitted the tender and a Bill of Quantities². Thereafter, Castellano informed the claimant that its tender was accepted by the Minister on behalf of the MOWT.

¹ See the orders of April 13, 2021 and May 24, 2021.

² See TB 1, p. 41-59 namely exhibit "A1" attached to the Amended Statement of Case.

6. According to the claimant, at all times the agreement and its terms were made pursuant to the instructions of the Minister, Dr. Surujrattan Rambachan. The project commenced on April 15, 2015 and at each phase of the project, a servant of the defendant, one Vickram Rambally conducted a site visit.
7. After the completion and delivery of the house, the Minister wrote to the Permanent Secretary stating that authorization was given by the Programme Manager, Kenrick Castellano with concurrence by himself, the Minister.
8. According to the claimant, it had completed a similar project for the defendant on May 14, 2014 for the contract price of \$131,941.00. In relation to that project, Ali testified that the claimant received prior Notification of Award after completion of that project. He also requested the Notification of Award for the project at Sum Sum Hill, Claxton Bay but none was forthcoming.
9. Ali disputed the defendant's Defence on its procurement practices (infra). According to Ali, he was not informed by Castellano or any other person from URP or the Ministry that the claimant needed written authorisation from the Permanent Secretary to commence the project.

Case for the defendant

10. The defendant denies that it entered into a contract with the claimant.
11. Essentially the defendant's case is based on the assertion that the contract was created without any authority and/or contrary to the procedure of the Central Tenders Board ("the CTB"). According to the defendant at the material time, the URP tended to utilize the rules out

in the Central Tenders Board Act, Chapter 71:91 (“the CTBA”) for the general procurement of goods and services.

12. The defendant described the process for community projects and the payment process at paragraph 3 of the Amended Defence³. The defendant also attached the Permanent Secretary’s Circular for the award of contracts and the financial limits of each division⁴. There is no evidence that this memo was ever brought to the attention of the claimant.
13. The defendant claimed that it has no records of any contractual arrangement made between the claimant and the URP. The claimant was put to strict proof of the existence of a contract.
14. According to the defendant, the Permanent Secretary is the person to effect payment to contractors and is guided by the CTB Guidelines. As such, Castellano had no authority to enter into a contract with the claimant on behalf of the defendant.
15. The defendant averred that Castellano requested that estimate for the reconstruction of the house from the claimant however, the defendant pleaded that Castellano did not grant approval to the claimant to construct the ‘starter house’. It is also their case that even in an emergency situation the Programme Manager must nevertheless obtain the approval of the Permanent Secretary.

³ See TB1, p. 83-86

⁴ See TB 3, p.50 namely Circular dated June 1, 2012, Delegation of Authority for the Award of Contracts for purchase of Goods and Services; *The Permanent’s Secretary Tenders Committee financial limit \$1,000,000.00 VAT inclusive; Divisional Tenders Committee (Construction Division) financial limit \$500,000.00 VAT inclusive; and District Tenders Committee financial (Construction) limit \$200,000.00 VAT inclusive.*

16. The defendant's witnesses all told the court that there was no record of a written contract with the claimant.
17. Vickram Rambally who was employed as the Deputy Programme Manager, South Operation, denied he conducted a site visit. He testified that site visits were done by Engineering Personnel or a Technical Team and these persons instruct a contractor to commence a job. In the case of an emergency situation, the Engineer must still have drawing and technical information before the project can be started.
18. The court notes that Rambally stated that he knew Ali as the owner of the claimant as a supplier of building material to the URP. However, during cross examination, Rambally could not recall if he communicated with Ali regarding the alleged contract.
19. Mobarack Mohammed was employed as an Administrative Assistant with the URP. He conducted a physical search at his office and found no records of a contract with the claimant. He also communicated with the Couva Regional Office and no records\ of the project was found. Thereafter he indicated that he prepared a Memorandum, however the court notes that the said memorandum has not been disclosed in these proceedings.
20. The defendant is also of the view that the claimant has not provided sufficient proof that it constructed the house.
21. Maurissa Chattergoon who is employed as Auditor III with the MOWT shed light on the payment process for a completed project. Owing to the fact that there was no record of a contract, the Audit Unit conducted a site visit to verify whether works were executed. In her report dated June 4, 2018, Chattergoon acknowledged that the

procurement process was faulty. Nonetheless, she recommended payment for the project based on the fact that work was seen already done and if a decision is made to pay the claimant, the value of the work should be \$243,000.00⁵.

Issues to be determined

- i. Whether there was a valid contract between the claimant and the defendant. Arising therefrom are the following sub issues;
 - a. Whether the provisions of the CTBA and the CTB Regulations are applicable;
 - b. Whether Castellano possessed actual or apparent or ostensible authority to enter into a contract with the claimant on behalf of the defendant; and
- ii. Whether the claimant completed the construction works at Sum Sum Hill, Claxton Bay, is entitled to be paid and if so to how much is it entitled.

First Issue

Sub Issue 1- the CTBA and the CTB Regulations.

Contracts by Tender

⁵ See TB 2, p. 47 namely a Report to the Legal Officer II dated June 4, 2018. One of the objectives of the report is to *examine the Contract and Procurement Procedures of the Unemployment Relief Programme and to ensure compliance with the Permanent Secretary's Circulars dated 1/6/2012, CTB 75/36 dated 4/9/1975, CTB Director of Contracts 2002 and CTB 4/2/6 Vol. 1 26/7/2004.*

22. It is undisputed that no written contract was entered into between the parties. The defendant asserts that the tender rules were not complied with. The CTBA was established to ensure that the proper procedures are followed to obtain the most suitable supplies and services from available resources.

23. Section 4(a) of the CTBA establishes the procedure to be followed when government requires goods and services to be supplied. It reads:

4. (1) There is hereby established a Central Tenders Board which save as is provided in section 20A and in section 35 of this Act shall have the sole and exclusive authority in accordance with this Act—

(a) to act for, in the name and on behalf of the Government and the statutory bodies to which this Act applies, in inviting, considering and accepting or rejecting offers for the supply of articles or for the undertaking of works or any services in connection therewith, necessary for carrying out the functions of the Government or any of the statutory bodies;

(b) to dispose of surplus or unserviceable articles belonging to the Government or any of the statutory bodies.

24. Section 19(1) of the CTBA provides for the financial limits of a Committee of a statutory body when acting for the Central Tenders Board. It reads:

19. (1) A Committee may act for the Board where the value of the articles to be supplied or the works and services to be undertaken does not exceed one million dollars; but no Committee shall, for the purpose of purporting to give itself authority to act under this provision, sub-divide the quantity of articles to be supplied or works and services to be undertaken into two or more portions so that the value of the portions is one million dollars or less.

(2) Where the decision of a Committee on which an authority has been conferred under this section is unanimous, the Committee may exercise all the powers of the Board in respect of the matter being dealt with, but if the decision of the Committee is not unanimous the matter shall be referred, with the recommendation of the Committee, to the Board for decision.

25. The CTBA provides exceptions, which permits the Government to contract without the involvement of the CTB. Section 20A (1)(e) reads:

20A. (1) Notwithstanding the provisions of section 20(1), the Government may act on its own behalf where—

...

(e) as a result of the occurrence or anticipation of flooding, hurricane, landslide, earthquake or other natural disasters, the Minister is of the opinion that an emergency situation has arisen in any part of Trinidad and Tobago, the abatement, prevention or alleviation of which necessitates the obtaining of articles or the undertaking of immediate works or services by the Government;

26. The CTB Regulations provides for the establishment of various committees that are empowered to act for and on behalf of the CTBA within certain financial limits.

27. Regulation 12(3) reads:

(3) A Permanent Secretary, the Chief Administrator of the Tobago House of Assembly or an officer of a statutory body appointed pursuant to the provisions of subregulation (1), as the case may require, may without inviting tenders purchase articles and

approve payment for the performance of services the total cost of which does not exceed in the case of—

(a) a Permanent Secretary or the Chief Administrator of the Tobago House of Assembly one million dollars; or

(b) an officer of a statutory body, twenty-five thousand dollars.

28. Regulation 12(5) reads:

(5) Where by reason of the location of an undertaking or the undue delay which would otherwise be occasioned in the completion of the undertaking or for any other good and sufficient cause, a Permanent Secretary, the Chief Administrator of the Tobago House of Assembly or an officer of a statutory body appointed pursuant to the provisions of subregulation (1), is satisfied that any of the powers conferred by subregulation (3) could more conveniently be exercised by the officer charged with the responsibility for the immediate supervision of the undertaking, the Permanent Secretary, the Chief Administrator of the Tobago House of Assembly or officer of the statutory body may by written directions or orally, as the urgency of the case requires, authorise the officer to exercise any or all of the said powers; but where the directions are given orally the directions shall as soon as is practicable thereafter be reduced to writing and signed by the Permanent Secretary, the Chief Administrator of the Tobago House of Assembly or officer of the statutory body concerned.

29. In ***NH International (Caribbean) Limited v UDECOTT***⁶, Kangaloo J.A. held that by the amendment to the Tenders Board Ordinance, 1961 by

⁶ Civ. App. No. 95 of 2005

Act No. 36 of 1979, Parliament uprooted the obligation to tender in respect of contracts with wholly owned State companies and transplanted it back into the lush fields of the common law. The Honourable Judge said the following:

27. As I mentioned earlier, it was agreed on all sides that the Central Tenders Board Ordinance, 1961 has no application to the factual scenario which gave rise to the instant appeal because of the amendment to that legislation by Act No. 36 of 1979 which permitted government to enter into a contract with wholly owned state companies, like the respondent, without the need to invite tenders. To my mind, the consequence of this sequence of legislation is that, while prior to the 1961 legislation, the government's ability to tender was firmly rooted in the common law right to contract, after the 1961 legislation, the necessity on the part of the government to tender became statutorily rooted. However, by the amendment in 1979, Parliament, in effect, uprooted the obligation to tender in respect of contracts with wholly owned state companies and transplanted it back into the lush fields of the common law. It is therefore my respectful view that, tempting as it may be, for courts to arrogate unto themselves a supervisory role in the name of the protection of the public interest especially where vast sums of the public purse are involved, the role of the court is limited and jurisprudentially, courts must act in accordance with the established principles.

28. The judicature, as an arm of state must respect the legislature, another arm, and if the latter has dictated that government is free to contract with a wholly owned state company, which itself does not fall under the purview of the 1961 legislation, then that wholly owned state company is equally free to contract, with all its ramifications including tendering processes, firmly rooted in the common law. The amendment in 1979 may be called many names,

including colourable device and sleight of hand, none of which changes the fact that it is what the Legislative arm of state has decreed and there has been no challenge to its legality or validity to date.

Discussion

30. In summary, the Permanent Secretary is empowered to act for the CTBA where the value of the goods or services being procured does not exceed one million dollars. In so acting, the Permanent Secretary need not invite tenders.
31. As the claimant rightly submitted, there is also no evidence from the defendant that the claimant knew of the defendant's Circular/CTB Regulations before Castellano contracted with the claimant. There is also no evidence that the claimant was notified in writing that its tender was accepted.
32. Regulations 12(3) states that the Permanent Secretary can enter into contracts orally but pursuant to Regulation 12(5) same must be subsequently reduced in writing. Although, there is no evidence of written authorisation, the court considered that while there was no written contract the substance of the contract was served whereby the house was built and delivered.
33. It is therefore clear to the court that the process for tendering as a pre-requisite to the award of contracts is not an absolute prescription and is circumscribed by the exceptions set out in section 20(A)(1)(e) and Regulations 12(3) and 12(5). In the facts of this case, the undisputed evidence is that the instructions to perform the work was based on emergency circumstances which may fall squarely within the ambit of alleviation of the consequences of fire to the home of a citizen under

section 20(A)(1)(e). Whether it was contemplated by the section that the power devolves to the Minister where the emergency circumstances do not apply nationally or to a broad section of the society is not an issue for this court. Suffice it to say, that the law provides for the Minister, the Permanent Secretary and the Officer appointed to the statutory body to act in their sole discretion and capacity in entering into contracts without tendering in certain circumstances. So that the argument of the defendant that failure to abide the process set out in the Act and in the CTB Regulations invalidates any contract entered into otherwise must fail.

Sub-Issue 2- Whether Castellano had actual, apparent or ostensible authority to enter into a contract with the claimant on behalf of the defendant

Authority to contract

Actual

34. The claimant accepts that the oral instructions were not reduced in writing. However, it relies on regulation 12(3) and 12(5) of the CTBA and argues that in the instant case oral directions were reasonably practicable. As such, Castellano had actual authority.

35. It argued on behalf of the claimant that the question is whether the effect of such non-compliance is merely a failure to fulfil a condition or formality that touches and concerns the formation of the contract. The defendant's case is that the contract was created without any authority.

36. In **The Attorney General of Trinidad and Tobago v Mootilal Ramhit Sons Contracting Limited**⁷, it was held that there was no factual basis

⁷ C.A.CIV.124/1996

for a defence of illegality or lack of authority. Nelson J.A. said this at p. 7:

It is therefore manifest that a person relying on the Ordinance (the Central Tenders Board Ordinance 1961 as amended) has initially the evidential burden to show that there is lack of authority in the contracting officer. He must also demonstrate that the value of the works and/or services brings the contract within the Ordinance or that such value is outside the statutory limit prescribed for the relevant officer or his authorized nominee. No such evidence was led by the Appellant. Accordingly, the argument about ostensible authority not being in Williams, Theodore or Rattansingh is without substance. Nor is it possible by merely looking at the sum claimed to maintain that contracts for the project works came within the Ordinance. Accordingly, there was no factual basis for a defence of illegality or lack of authority.

37. There are two types of authority, actual and ostensible. Actual authority involves a true relationship of agency, whereas ostensible agency describes the situation where one person (the principal) is by their own acts, words or conduct estopped from denying the authority of another person (the agent) to bind the principal to the transaction to which the agent has purported to commit the principal.

38. In ***Hely-Hutchinson v Brayhead Ltd***⁸, at p. 583 Lord Denning MR summarised some of the relevant principles:

I need not consider at length the law on the authority of an agent, actual, apparent, or ostensible. That has been done in the judgments of this court in Freeman & Lockyer v Buckhurst Park Properties (Mangal) Ltd. It is shown that actual authority may be

⁸ [1968] 1 QB 549

express or implied. It is express when it is given by express words, such as when a board of directors pass a resolution which authorises two of their number to sign cheques. It is implied when it is inferred from the conduct of the parties and the circumstances of the case, such as when the board of directors appoint one of their number to be managing director. They thereby impliedly authorise him to do all such things as fall within the usual scope of that office. Actual authority, express or implied, is binding as between the company and the agent, and also as between the company and others, whether they are within the company or outside it.

Ostensible or apparent authority is the authority of an agent as it appears to others. It often coincides with actual authority. Thus, when the board appoint one of their number to be managing director, they invest him not only with implied authority, but also with ostensible authority to do all such things as fall within the usual scope of that office. Other people who see him acting as managing director are entitled to assume that he has the usual authority of a managing director. But sometimes ostensible authority exceeds actual authority. For instance, when the board appoint the managing director, they may expressly limit his authority by saying he is not to order goods worth more than £500 without the sanction of the board. In that case his actual authority is subject to the £500 limitation, but his ostensible authority includes all the usual authority of a managing director. The company is bound by his ostensible authority in his dealings with those who do not know the limitation.

Discussion

39. There is no direct evidence that Castellano received express authority from the Permanent Secretary to contract with the claimant. However, following the principle set out by Lord Denning in ***Hely-Hutchinson v***

Brayhead Ltd (supra) actual authority can be inferred from the conduct of the parties and the circumstances of the case.

40. The evidence is that the then Minister wrote a letter setting out that the contract was entered into by Castellano with his concurrence. It is not disputed that the house was built in emergency circumstances to provide shelter for a person whose home was destroyed in a fire and that the house was built as a starter home. Further, that it was not the first time that the claimant was being hired to construct a house for the defendant without a written contract based solely instead on oral instructions. The previous occasion was one year before and in that case, a written approval was provided after the house had been completed. In the present case, the claimant would have acted on the same process save that, no written approval was subsequently provided although the claimant wrote asking for it after completion of the house.

41. In all of the circumstances therefore, the court finds that based on the evidence Castellano was not vested with actual authority to approve purchases or services exceeding the sum of \$25,000.00 under Regulation 12(3) so that the next matter to be considered is that of ostensible authority.

Apparent or Ostensible

42. The learned authors of Halsbury's defined apparent authority as:

"The doctrine of 'holding out', also known as apparent or ostensible authority, is based on estoppel. Such agency by estoppel arises where one person has acted so as to lead another to believe that he has authorised a third person to act on his behalf, and that other in such belief enters into transactions with the third person

within the scope of such ostensible authority. In this case the first-mentioned person is estopped from denying the fact of the third person's agency under the general law of estoppel, and it is immaterial whether the ostensible agent had no authority whatever in fact, or merely acted in excess of his actual authority. The principal cannot set up a private limitation upon the agent's actual authority so as to reduce the ostensible authority, for, so far as third persons are concerned, the ostensible authority is the sole test of his liability. If, however, the agent is held out as having only a limited authority to do, on behalf of his principal, acts of a particular class, the principal is not bound by an act outside that authority even though it is an act of that particular class. The onus lies upon the person dealing with the agent to prove either real or ostensible authority, and it is a matter of fact in each case whether ostensible authority existed for the particular act for which it is sought to make the principal liable. Holding out is something more than estoppel by negligence; it is necessary to prove affirmatively conduct amounting to holding out. No representation made solely by the agent as to the extent of his authority can amount to a holding out by the principal. A person who assumes to act as an agent is estopped, as between himself and the person on whose behalf he professed to act, from denying the agency⁹."

43. The court is of the view that the law on ostensible authority is clear. *In **Dorado Limited v Republic Bank Limited***¹⁰ the plaintiff claimed that the defendant without its knowledge and authority wrongly debited certain sums of monies and paid it to third persons and has failed to repay the plaintiff the said sums. The central issue was whether an agency by estoppel arose on the facts of the case. Jones J, as she then was, opined at paragraph 28:

⁹ Halsbury's Laws of England, Agency Volume 1 (2017), para 25

¹⁰H.C.38/1999

28. The onus lies on the person dealing with the agent to prove either real or ostensible authority and it is a matter of fact in each case whether ostensible authority existed in respect of the particular act for which it is sought to make the principal liable.

44. In **Wellington Baynes v Vanguard Hotel Ltd**¹¹ the defendant averred that Ms Charles (the golf course manager at the defendant's hotel) was authorized to negotiate and/or give final approval for contracts. It was held that it was reasonable for the claimant to have relied on the representation by the defendant that Ms. Charles had the authority to act as its agent and to contract on behalf of the defendant. Charles J stated the following:

[48] I therefore hold that it was reasonable for the Claimant to have relied on the representation by the Defendant that Ms. Charles had the authority to act as its agent and to contract on behalf of the Defendant. He could not have been expected to know the limits of Ms. Charles' authority without that information being expressly conveyed to him by the Defendant.

[49] Very importantly, given the fact that Ms. Charles exercised full authority to contract with clients before 2014, it was incumbent on the Defendant, if there was a change in the scope of her duties with respect to this issue, to make this clear to the client, especially those who predated 2014, such as the Client. The failure to do so while allowing Kathy Charles to function as before – negotiating and signing contracts amount to a holding out by the Defendant that she was duly authorized to negotiate/finalise contracts and I so hold.

¹¹ CV2017-00215

45. In *Trinidad Agro Supplies Services Limited v Caroni (1975) Limited, The Attorney General of Trinidad and Tobago and Wayne Innis*¹² the Court of Appeal affirmed the decision of the trial Judge. At the High Court, one of the issues was whether the Ministry and/or the third defendant (respondents) had authority, real or apparent, to act on behalf of the first defendant at any material time. Des Vignes J, considered that from previous correspondence the claimant was aware of the required formal arrangements with the first defendant. He therefore found that the third defendant was not vested by the first defendant with apparent authority to create any binding legal obligation upon the first defendant to permit the claimant to remain in occupation of its lands and to allow the claimant to retain possession of its equipment.

46. At the Court of Appeal, Jones J.A. made the following point:

133. The difficulty with this submission is that for the statement in Halsbury's to have any application to this case the Appellant first must establish that the relationship of principal and agent existed between Caroni and Innis and/or the Ministry. The Appellant's case is predicated on there being an agency relationship between Innis and /or the Ministry and Caroni or that Innis and /or the Ministry held themselves out as being the agent for Caroni and having the authority on Caroni's behalf to permit the Appellant to occupy the land for the purpose of the 2006 crop. There was no evidence of such a relationship nor was there evidence that either Innis or the Ministry held themselves out as being authorised by Caroni to grant permission for the 2006 crop. In the absence of any such evidence the case presented by the Appellant fails.

¹² C.A.CIV.P.148/2014

47. In this case, the court finds that the defendant's action of entering into the 2014 contract in similar manner then honouring the contract for the sum of \$131,941.00 would have led the claimant to believe, that the defendant would similarly honour the present contract because in like manner the claimant was led to believe that Castellano was authorized to act on behalf of the defendant in entering into the contract. Having regard to the course of dealings and the evidence of Mr. Ali that the claimant had never been informed by the defendant that Castellano had no authority it is reasonable that the claimant concluded that he did in fact have such authority and the court so finds.

48. Additionally, this is not a case of an award made to a claimant who did not tender for the award. The evidence is that the claimant submitted a Tender and its Bill of Quantities having been invited to tender. This is an important fact, as the representation made by Castellano to the claimant was that its tender had been accepted by the Minister. It was therefore reasonable for the claimant to have believed that Castellano was acting with the authority of the Minister and the defendant for whom he worked.

49. Additionally, permission would have been granted to commence the works and the works were not stopped. The actions of the defendant therefore demonstrated that the contract was a valid one entered into on its behalf by Castellano. So that the defendant would have led the claimant to believe that Castellano had the required authority and that the claimant would be paid for the work performed and the court so finds.

50. Finally, there is no evidence that the Circular Memo from the Permanent Secretary (*supra*) or the limits set therein were ever brought to the attention of the claimant or Mr. Ali.

51. The court therefore rules for the claimant on the issue and finds that in all of the circumstances Castellano possessed apparent or ostensible authority to enter into the contract with the claimant. The court also notes that the defendant has failed to call Castellano who may have provided material evidence on the main issue in this case.

Issue 2

Whether the claimant completed the construction works at Sum Sum Hill, Claxton Bay, is entitled to be paid and if so how much

52. The evidence of the defendant from Chattergoon is that owing to the fact that there was no record of a contract, the Audit Unit conducted a site visit to verify whether works were executed. In her report dated June 4, 2018. In so doing, she recommended payment for the project based on the fact that work was seen already done and if a decision is made to pay the claimant, the value of the work should be \$243,000.00¹³.

53. It follows that there is a reasonable inference to be had that the project was completed and that the value of the work performed was that of \$243,000.00 as found by the Audit Unit. The evidence of the claimant is that it completed the work and the evidence of the defendant is not that the work was not completed but that the claimant should be paid \$243,000.00. There is only one reasonable inference to be drawn from that evidence.

¹³ See TB 2, p. 47 namely a Report to the Legal Officer II dated June 4, 2018. One of the objectives of the report is to *examine the Contract and Procurement Procedures of the Unemployment Relief Programme and to ensure compliance with the Permanent Secretary's Circulars dated 1/6/2012, CTB 75/36 dated 4/9/1975, CTB Director of Contracts 2002 and CTB 4/2/6 Vol. 1 26/7/2004.*

Quantum meruit

54. The claimant submitted that if the court finds there is no legally binding contract, it is entitled to compensation under the principle of *quantum meruit*. Having regard to the decision of the court this issue does not arise for consideration.

Disposition

55. The order of the court is therefore as follows:

- i. The defendant shall pay to the claimant the sum of \$243,000.00 VAT inclusive as damages for breach of contract for works done at Sum Sum Hill, Claxton Bay together with interest at the rate of 1.25% from June 15, 2015 to the date of judgment.
- ii. The defendant shall pay to the claimant the prescribed costs of the claim.

Ricky N. Rahim

Judge.