

**IN THE SUPREME COURT OF GRENADA
AND THE WEST INDIES ASSOCIATED STATES
HIGH COURT OF JUSTICE
(CIVIL)**

GRENADA

CLAIM NO. GDAHCV 2023/0313

BETWEEN:

CJ'S MANAGERIAL SERVICES LIMITED

Claimant

and

ATTORNEY GENERAL OF GRENADA

Defendant

Before:

The Hon. Mde. Justice Agnes Actie

High Court Judge

Appearances:

Mr. Kristopher-Ross Fields for the Claimant

Ms. Camille Gooding DeSouza with Ms. Aleya Williams for the Defendant

2025: June 3rd; 13th; 18th;
July 22nd.

REASONS FOR DECISION AND QUANTUM

- [1] **ACTIE, J.:** The claimant filed a claim against the defendant on 21st June 2023 which was further amended on 13th February 2025 seeking special damages in the sum of \$282,841.70 and general damages for breach of contract together with interest and costs. The matter came on for trial on 3rd June 2025, and the court having heard the evidence and legal submissions ruled in favour of the claimant. The court further directed the claimant to collate the filed evidence to substantiate the amount claimed as special damages. The court now gives its reasons for the decision in favour of the claimant and its determination on quantum of damages.

Brief Facts

- [2] The claimant is a limited liability company carrying on the business of providing services in administration, management and implementation of projects. The

claimant entered into an agreement with the Government of Grenada effective from 1st January 2021 to 31st December 2022 (hereafter referred to as “the Agreement”) to provide services in respect of the administration of the Constituency Offices of the Government with an option to terminate by either party giving one month’s prior written notice. By letter dated 6th July 2022, the claimant was given one month’s notice to terminate the Agreement on the ground that its services were no longer required.

- [3] The claimant states that it performed all the services by the date of termination on 5th August 2022 however the defendant failed to pay operating expenses in the sum of \$265,341.70 and managerial fees of \$17,500.00 due under the contract.

Defendant’s case

- [4] The defendant contends firstly that the claim filed on 21st June 2023, in excess of six months of the cause of action which accrued on 5th August 2022, is statute barred pursuant to **Section 2(a)** of the **Public Authorities Protection Act**. Secondly, the defendant contends that the contract was frustrated on the dissolution of Parliament on 16th May 2022 since there no longer existed members of Parliament as the Constituency Offices ceased to be operational. Thirdly, the defendant asserts that there was an automatic termination of the Agreement by operation of the force majeure clause.
- [5] The defendant further denies that there was a breach of the contract and counterclaimed against the claimant for a refund of all sums paid to the claimant between the period 14th May 2022 to 6th July 2022, after Parliament was dissolved. However, the defendant failed to file its witness statements as directed in the case management conference order and was therefore unable to deploy its evidence at the trial on its defence and counterclaim. The claim accordingly proceeded on the claimant’s evidence.

Legal Analysis

Whether the claimant's claim is statute barred

[6] The defendant in its filed defence pleaded that the claimant's claim filed in excess of six months is statute barred pursuant to the **Public Authorities Protection Act**¹ (hereafter referred to as "PAPA"). The defendant relies on the case of **Nazli v Mount St. John's Medical Centre Board et al**² where an application to strike out a claim as statute-barred was allowed having been filed outside the mandatory six-month limitation period.

[7] **Section 2 (a)** of the **PAPA** states:

"Where any action, prosecution or other proceeding is commenced against any person for any act done in pursuance or execution or intended execution of any statute, or of any public duty or authority or in respect of any alleged neglect or default in the execution of any such statute, duty or authority, the following provisions shall have effect—

(a) the action, prosecution or proceeding shall not lie or be instituted unless it is commenced within six months next after the act, neglect or default complained of, or, in case of a continuance of injury or damage, within six months next after the ceasing thereof;..."

[8] Counsel for the defendant specifically referenced the following contained in the preamble to the Agreement to bring the matter within the scope of the **PAPA**:

"AND WHEREAS the Government pursuant to its policy of outsourcing or contracting services as an alternative option to Ministries in service delivery, is interested in establishing contractual agreements with private businesses and non-governmental organizations by delegating one or more programmes to an external provider, to manage and administer these selected programmes.

AND WHEREAS the Office of the Prime Minister, is responsible for providing services geared towards the equitable and sustainable improvement in the quality of life of the people in the State of Grenada, through the development of policies and the delivery of good governance and to make Government services accessible to all citizens.

AND WHEREAS the Management of the Constituency Relations Programme ("hereinafter referred to as "the Programme") is a programme developed to manage the operations of all (15) constituency offices..."

¹ CAP 74 of 2010 revised

² ANUHCv2013/0006

- [9] Counsel argues that a private obligation was not intended between the parties as the preamble and the nature and scope of services contain a public obligatory tone which brings the contract into the realm of the **PAPA**.
- [10] The starting point is that the provisions of the **PAPA** are to be applied restrictively as the obligation sued upon must have been owed generally to the public or to a section of it. Both parties rely on the Privy Council decision of **Alves v Attorney General of the Virgin Islands**³, where the Board stated:

“23. ...A public duty is owed to the whole world, or in some cases to a section of it, and all the members of the relevant section of the public can enforce its performance, in modern times by way of judicial review. A private duty is owed to an individual, and arises from the specific relationship between the parties... and the fact that the private duty arises in the course of the performance of the wider public duty does not alter that essential difference.

...

35. Although the many conflicting decisions on Public Protection Acts cannot all be reconciled, the Board is satisfied that the principle which properly underlies the statutes can be extracted from *Bradford Corp'n v Myers*, and particularly from the speech of Lord Shaw, having been accurately foreshadowed by Farwell J in *Sharpington*. It lies in the oft-repeated proposition that the essential test lies in the difference between a public duty owed to the public generally and a private duty incurred in the course of acting under statutory enabling. The Acts were clearly passed, as Lord Shaw said in *Myers*, to protect public authorities from late challenges to the exercise of their statutory functions. That was considered desirable, no doubt, to protect annual budgets from having to be adjusted in subsequent years, and no doubt similar considerations applied to the desirability of policy decisions not being exposed to delayed assaults...

36. By contrast, where there is a general common law or statutory duty of the kind which is the same for a public authority as it would be for a non-public person or company, there is no reason for a much-abbreviated limitation period, indeed every reason why the period should be no different for a public body defendant as for anyone else. **The duties of an employer to his employees, or of a transport undertaker to his passengers, or of any contractor to his contractual counterparty, are classic examples of particular duties. They may of course arise in the course of performing public functions, but they are not public duties owed generally to the world or to a section of the public.**

³ [2017] UKPC 42

37. **Despite the potentially wide words of PAPA, it must, as has consistently been held, be construed restrictively.** It only applies to public authorities, and not to all persons acting under statutory authority. **It does not apply to all actions performed by public authorities, but only to those where the obligation sued upon is owed generally to the public or to a section of it. Where the obligation sued upon arises simply out of a relationship with the claimant which would be the same for any non-public person or body, and where there is no question of a public law challenge, the Act has no application.** The duty of care which the government is admitted to have owed to Mrs Alves qua employer was accordingly a private obligation exactly the same as is owed by any employer, and not a public obligation for the purposes of PAPA. The six month limitation period did not apply.” [emphasis mine]

- [11] Counsel for the claimant argues that the private contract between the parties does not fall within the provisions of the **PAPA**. Counsel further contends that the burden rests on the defendant to establish the applicability of the statute and has failed to discharge that burden.
- [12] The court is of the view that the claimant’s complaint is not premised on a public duty owed but on a breach of the Agreement which takes the claim outside the scope of the **PAPA**. The court is further of the view that the nature of the “Deliverables” under Schedule 1 and the “Scope of Services” under Schedule 2 of the Agreement, which required of the claimant a myriad of duties such as, the preparation of an annual work plan; performance assessment reports for members of staff; monthly, quarterly and annual financial reports; development and review of an operations manual; annual training and development plan; and development and implementation of a public communication programme, cannot support the defendant’s argument that the claim was of a public nature that falls within the scope of the **PAPA**.
- [13] Accordingly, the court finds that the defendant has failed to establish that the six-month limitation period applies, and the contention that the claimant’s claim is statute barred fails.

Whether the Agreement was frustrated

[14] The defendant contends that the Agreement was frustrated on the proclamation of the dissolution of Parliament on 16th May 2022. The defendant argues there were no elected representatives for the constituencies in Grenada and therefore there were no contractual duties for the claimant to perform until the reopening of Parliament.

[15] Counsel for the defendant refers to the Court of Appeal decision in **Caribbean Commercial Bank (Anguilla) Limited v Starry Benjamin**⁴, where Pereira CJ. (as she then was) citing the definition of the principle of frustration as set out in **Davis Contractors Limited v Farham Urban District Council**⁵ stated as follows:

“Frustration occurs wherever the law recognizes that without default of either party a contractual obligation has become incapable of being performed because the circumstances in which performance is being called for would render it a thing radically different from that which was undertaken by the contract.”

[16] Counsel for the claimant in response relies on a decision of our Court of Appeal in **Geddes Myer v Kehvin Dickinson**⁶, where Blenman JA (as she then was) stated the following:

“[34] It is also settled law that frustration is one method of discharging contracts. In *National Carriers Ltd v Panalpina (Northern) Ltd*, Lord Simon stated:

‘Frustration of a contract takes place when there supervenes an event (without default of either party and for which the contract makes no sufficient provision) which so significantly changes the nature (not merely the expense or onerousness) of the outstanding contractual rights and/or obligations from what the parties could reasonably have contemplated at the time of its execution that it would be unjust to hold them to the literal sense of its stipulations in the new circumstances; in such case the law declares both parties to be discharged from further performance.’

...

[37] Furthermore, any claim of frustration, is subject to several limitations which includes whether the frustrating event was foreseeable or, as seen in *Lauritzen (J) AS v Wijsmuller BV*, *The Super Servant Two*, whether the frustration was self-induced. In the *Super Servant Two*, the English Court

⁴ AXAHCVP 2014/0009

⁵ [1956] AC 696 at page 729

⁶ ANUHCVP2014/0005

of Appeal held that the defendants could not rely on the doctrine of frustration as the loss of the vessel was caused by the negligence of the defendant.”

- [17] The starting point is whether the frustrating event is one which significantly changes the nature of the contractual obligations or falls within the limitations of the doctrine of frustration such as foreseeability or self-induced frustration.
- [18] It is counsel for the defendant’s argument that upon the dissolution of Parliament all members’ offices are terminated and all business ceases until the new Government is in place. However, counsel for the defendant failed to provide any authorities to support her arguments.
- [19] The court is of the view that it would be a stretch of the principles of frustration to state that on the dissolution of Parliament all obligations under a legally enforceable contract with the Government would automatically come to an end. To put such a meaning would mean that all administrative processes would be on hold until a new Parliament is elected. As the authorities define, frustration of a contract occurs when unforeseen events, beyond the control of either party, make it impossible or radically different to perform the agreed obligations.
- [20] The parties are bound by the terms of their contract. The Agreement is silent on the premature dissolution of Parliament as one of the grounds for termination. The Agreement in the court’s view, would not have been automatically frustrated unless there was an occasion like a coup or some riot which would not have been reasonably foreseeable. The court finds that the defendant’s argument fails on this point as there is no evidence or authority that the dissolution of Parliament automatically rendered the contract impossible to perform or radically different from the agreed terms and obligations.
- [21] Further, counsel for the defendant states that, purportedly, in keeping with the cessation of business, the claimant was directed to cease and desist from processing applications and to await further directives.
- [22] The letter dated 28th June 2022, from Ms. Merina Jessamy, the Permanent Secretary in the Ministry of National Security, Public Administration, Youth

Development, Home Affairs, Information and Disaster Management, to the claimant ask that the claimant cease the processing of new applications regarding tuition assistance, pending new policy directives on the resumption of Cabinet.

[23] The court notes that the said letter, issued after the dissolution of Parliament, is specific to the processing of applications for tuition assistance and not any of the other logistical functions of the claimant outlined in the Agreement. The letter was sent to the claimant in anticipation of new policy directives being issued in respect of financial assistance applications for university students. The letter further stated that the Government was in transition and that pending applications would be processed once cabinet resumed and new policy directives were received. The court further notes that the termination letter dated 28th June 2022 relied on by the defendant was silent on the issue of frustration now being raised at trial.

[24] Counsel for the claimant argues that the Constituency Offices were designed to be operational without being directly managed at all times by a Member of Parliament, and that there was no need for a Member of Parliament's oversight in order for the claimant to carry out its contractual obligations. Counsel submits further that the wording of the contract demonstrates that the claimant took its policy directives, and mandate from the executive arm of Government.

[25] The defendant has failed to provide evidence to establish that the Constituency Offices closed their doors, or that the temporary vacancy of the elected seats in Parliament posed a hindrance to the claimant's provision of services. Instead, it is the evidence of Quinta Charles, past director of the claimant, that the existence of Members of Parliament, or lack thereof, would not affect the Agreement entirely. During that period of parliamentary dissolution, Ms. Charles states that the offices did not close, nor did the claimant cease carrying out work on deliverables and services, and that the offices remained as a service to the constituents.

Self-Induced Frustration

[26] Counsel for the claimant submits that the dissolution of Parliament was the act of the Government and therefore cannot be relied on as a frustrating event. Counsel

argues that if the performance of the contract was dependent on there being sitting Members of Parliament, then the Crown was responsible for bringing that state of affairs to an end by electing to dissolve Parliament during the lifetime of the contract.

- [27] Counsel for the claimant refers to the decision in **Southern Foundries (1926) Ltd v Shirlaw**⁷, where Lord Atkin held that:

“...Personally I should not so much base the law on an implied term, as on a positive rule of the law of contract that conduct of either promisor or promisee which can be said to amount to himself ‘of his own motion’ bringing about the impossibility of performance is itself a breach.”

- [28] The authors of **Halsbury’s Laws of England** state the following:

“Deliberate choice either not to perform or to put performance out of one’s power will certainly be fault within this rule; but it does not follow that in all contracts any act of negligence will deprive a party of the protection of the doctrine of frustration, nor even that a deliberate act will necessarily do so. A state trading enterprise, although subject to its government’s direction and control and a party to governmental legislation which rendered performance of a contract to which it was a party illegal, was not precluded from relying on frustration as a defence, since it had a separate legal existence”⁸

- [29] The authors cite **Czarnikow (C) Ltd v Centrala Handlu Zagranicznego Rolimpex**⁹ where the House of Lords held that a state trading organisation could rely on a decree published by its government as a defence for non-performance of commercial contracts.

- [30] In contrast to the facts as established in **Czarnikow**¹⁰, in the extant case the Agreement between the parties was between the executive arm of the Government of Grenada and the claimant. The executive of the Government cannot be considered an independent state enterprise. The state itself was party to the Agreement.

⁷ [1940] 2 All ER 445

⁸ (5th edn, 2019) vol 22 para 261

⁹ [1979] AC 351

¹⁰ [1979] AC 351

[31] In the above circumstances it is the view of the court that there is no evidence that the Agreement was frustrated on the dissolution of Parliament. Further, the letter of termination of 6th July 2022 did not mention that the contract was frustrated but merely stated that the services of the claimant was no longer required. The court is also of the view that the Government cannot rely on its own election in the dissolution of Parliament as a frustrating event of the Agreement. Accordingly, the alleged frustrating event, as urged and argued by counsel for the defendant, is not warranted in this matter.

Whether the dissolution of Parliament was a Force Majeure

[32] The defendant further pleaded that by the dissolution of Parliament there was a failure of consideration, and the therefore the Agreement was automatically terminated pursuant to the force majeure clause without liability for compensation or damages. Counsel for the defendant argues that the force majeure clause is wide enough to capture the dissolution of Parliament as an event not foreseen at the time the parties entered the contract, and that the parties agreed that where duties could not be performed in accordance with the contractual terms the contract will be treated as ended with no liability to the other.

[33] Clause 13 of the Agreement provides as follows:

“In the event that an Act of God including, but not limited to fire, flood, earthquake, hurricane or other natural disaster, act of any sovereign including but not limited to invasion, revolution, act of foreign enemies, labour dispute, including but not limited to strike action, or if any other cause beyond the reasonable control of the parties occurring in Grenada renders performance of this Agreement impossible, the parties unable to fulfil obligations shall immediately notify the other party describing the case in question including the nature and cause of the occurrences, its expected duration, and the expected duration for damage, and/or restitution of the status quo and the obligation of the parties shall be suspended for so long as the force majeure event renders performance under this Agreement impossible provided that if and when the period of such incapacity actually exceeds ninety (90) days then this Agreement shall automatically terminate without liability for compensation or damages unless the parties first agree otherwise in writing.”

[34] The court agrees with counsel for the claimant that clause 13 refers to Acts of God, and causes “beyond the reasonable control of the parties” which render performance of the Agreement impossible. The clause further requires the defaulting party to issue written notice describing the case in question, including the nature and cause of the occurrences, their expected duration, and the expected duration for damage and/or restitution of the status quo.

[35] There is no evidence in compliance with the clause to support the defendant’s argument to render the performance impossible to automatically terminate without liability for compensation or damages. As indicated before, the letters of 28th June 2022 and 6th July 2022, which are heavily relied on by counsel for the defendant, make absolutely no reference to the operation of force majeure. The defendant is therefore unable at trial to rely on the applicability of the force majeure clause to avoid the contract.

Quantum of damages

[36] It is trite that special damages are to be particularized and proved. Also, the purpose for damages for breach of contract is to put the party in the position it would have been had the contract not been breached. The claimant seeks unpaid operating expenses in the sum of \$265,341.70 and managerial fee of \$17,500.00.

[37] The defendant challenges the supporting evidence filed by the claimant to substantiate the sum claimed. Counsel for the defendant argues and the court accepts that the claimant has failed to prove that some of the employees of the Constituency Offices worked for the entire month of July and up the end of the contract on 6th August 2022. The court also accepts the defendant’s challenge to the credibility of some of the invoices, especially those dated May 2022, outside of the period in dispute.

[38] The table below is the sum and particulars claimed by the claimant:

Salaries for Constituency Offices July 1 st to 31 st 2022	\$230,415.74
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Salaries for Constituency Offices August 1 st to 5 th 2022	\$5,353.85
NIS Employer Contribution	\$14,146.30
Managerial Fees July 1 st to 31 st 2022	\$17,500.00
Managerial Fees August 1 st to 5 th 2022	\$2,822.58
Rent	\$12,603.23
TOTAL	\$282,841.70

- [39] The rent claimed is not contested by the defendant. However, with respect to employee attendance for the purpose of salary payments for the constituency offices of the Town of St. George, St. George North West, St. David, St. Andrew North East, St. Andrew North West, St. Andrew South East and St. John, counsel for the defendant argues that there is no verification of the list of attendees, as no signature accompanies the documents put into evidence. Counsel submits that the listing provided by the claimant therefore ought not to be accepted by this court as evidence of attendance for these constituency offices.

Salaries for St. George North East Office:

- [40] Counsel for the defendant argues that no evidence of attendance was submitted for this constituency office.

Salaries for Carriacou and Petite Martinique Office:

- [41] Counsel for the defendant argues that the register provided for this constituency office is for the period of May 2022, and so cannot be considered by the court.

Salaries for St. George South and South East Offices:

- [42] Counsel for the defendant argues that a signed register is only presented for 4th to 15th July 2022, and that there is no evidence of further work attendance for this office. Counsel submits therefore that the claimant has failed to provide evidence of work attendance beyond 15th July 2022.

Salaries for St. Andrews South West Office:

- [43] Counsel for the defendant argues that a signed register is only presented for 1st July to 13th July and 15th July to 19th July 2022, and that there is no evidence of further work attendance for this office.

Salaries for St. Patrick East Office:

- [44] Counsel for the defendant argues that the register for this constituency office goes up to 19th July 2022. Counsel also makes the serious allegation that the documents for this office were forged.

- [45] The court notes counsel for the claimant's submission in response that the copying of documents ought not to result in an entire rejection of its authenticity.

Salaries for St. Patrick West Office:

- [46] Counsel for the defendant argues that the register for this constituency office goes up to 19th July 2022. Counsel also makes the allegation that some of the time insertions exclude signatures of the workers. The court notes however that the office manager of the St. Patrick West office signed all the time sheets, and takes same as verification of the attendance of workers.

Salaries for St. Mark Office:

- [47] Counsel for the defendant argues that the register for this constituency office goes up to 8th July 2022.

- [48] The court, considering the claim and response with respect to the salaries for the respective constituency offices, will allow the payment of base salaries for the following offices for the following periods:

- (1) St. Andrew South West Office: 1st to 13th July and 15th July to 19th July 2022;
- (2) St. George South Office: 4th July to 15th July 2022;
- (3) St. George South East Office: 4th July to 15th July 2022;
- (4) St. Mark Office: 1st July to 8th July;
- (5) St Patrick East Office: 1st July to 19th July 2022; and
- (6) St Patrick West Office: 1st July to 19th July 2022.

[49] The claimant also claims for vacation pay and NIS payments in addition to the salaries of the workers of the constituency offices.

[50] Counsel for the defendant argues that the entitlement for the defendant to pay the vacation and NIS pay has not been proven. Counsel further refers to a prior salary statement which omitted the entitlement of vacation and NIS payments. Counsel further contends that as an independent contractor, the responsibility of vacation and NIS payments is of the claimant.

[51] Counsel for defendant argues and the court notes that Clause 3 of the Agreement expressly states that the contractor shall be solely responsible for National Insurance contributions or payments and that the contractor shall have no claim against the Government for National Insurance. The claimant has not indicated whether the workers of the constituency offices are contracted with its company, or with the Government. It is the claimant's evidence at trial that the company also provided services to other agencies. In absence of an indication thereof, the court cannot allow the claim for NIS and vacation payments, given the express terms of the Agreement.

Managerial fees

[52] The defendant submits that a discount in compensation should be made on the basis of the cease-and-desist letter of 28th June 2022. The court accepts that the contract provided for the fixed managerial fee and will accordingly allow the amount claimed for the month of July and pro-rated for the part of the month of August when the contract was terminated.

Total Quantum

[53] The court in its assessment makes the following calculations:

Constituency Office Employee	Base Salary	Days Worked	Amount to be Paid
St. Andrew South West			
Roderick Belfon	\$2,500.00	18 days	\$1,451.61
Matthew Charles	\$1,500.00	18 days	\$870.97
Aaron Blackette	\$1,500.00	18 days	\$870.97

Martin Patrice	\$2,000.00	18 days	\$1,161.29
Rachael Monah-Alexander	\$1,200.00	18 days	\$696.77
Jacklyn Lawrence	\$800.00	18 days	\$464.52
Goslyn Blackette	\$1,200.00	18 days	\$696.77
Olive Charles	\$1,000.00	18 days	\$580.65
Jude Andrew	\$1,000.00	18 days	\$580.65
Herbert Alexander	\$905.00	18 days	\$525.48
Wendy-Ann Smith	\$500.00	18 days	\$290.32
St. George South			
Markisha Lewis	\$2,500.00	12 days	\$967.74
Melissa Fletcher	\$3,000.00	12 days	\$1,161.29
Keshon McSween	\$1,200.00	12 days	\$464.52
Marcus Francis	\$3,000.00	12 days	\$1,161.29
Dannellia Marsha Annika Smart	\$800.00	12 days	\$309.68
Kirby Neshelle Simpson	\$2,000.00	12 days	\$774.19
Catherine Buckmire	\$1,000.00	12 days	\$387.10
Roslyn Burris	\$500.00	12 days	\$193.55
St. George South East			
Lydia Japal	\$800.00	12 days	\$309.68
Tanasha Liburd	\$3,000.00	12 days	\$1,161.29
Rachael Criss-Charles	\$2,500.00	12 days	\$967.74
Theresa Smith	\$500.00	12 days	\$193.55
Devon Haywood	\$2,000.00	12 days	\$774.19
Schanally Douglas	\$800.00	12 days	\$309.68
Deborah Parke	\$800.00	12 days	\$309.68
Mallian Lessey	\$1,200.00	12 days	\$464.52
St. Mark			
Nicole Charles	\$2,500.00	8 days	\$645.16
Peter Andrews	\$2,500.00	8 days	\$645.16
Kizey Antoine	\$1,000.00	8 days	\$285.06
Shevorn Ferguson	\$1,200.00	8 days	\$309.68
Jem Modeste	\$1,000.00	8 days	\$285.06

Joan Narayan	\$900.00	8 days	\$232.26
Lera Charles	\$600.00	8 days	\$154.84
Kelly Forsyth	\$2,000.00	8 days	\$516.13
Alston Simon	\$705.00	8 days	\$181.94
Najuma Checkley	\$900.00	8 days	\$232.26
St. Patrick East			
Rocky Harry	\$2,500.00	19 days	\$1,532.26
Ona Flanders	\$1,000.00	19 days	\$612.90
Ronasha Brathwaite	\$1,200.00	19 days	\$735.48
Nisher Williams	\$1,000.00	19 days	\$612.90
Yvette Hypolite	\$1,000.00	19 days	\$612.90
Ronnie Moses	\$905.00	19 days	\$554.68
Carl Caton	\$1,200.00	19 days	\$735.48
Netecha John	\$2,000.00	19 days	\$1,225.81
Hazel Antoine	\$1,000.00	19 days	\$612.90
Margaret David	\$500.00	19 days	\$306.45
St. Patrick West			
Elphrege Phillip	\$1,084.62	19 days	\$664.77
Geraldine Phillip	\$1,200.00	19 days	\$735.48
Shonnica Frederick	\$2,000.00	19 days	\$1,225.81
Lennard Mark	\$2,000.00	19 days	\$1,225.81
Denise St. John	\$500.00	19 days	\$306.45
Nadine Paul	\$1,200.00	19 days	\$735.48
Roselyn Mark	\$2,500.00	19 days	\$1532.26
			TOTAL: \$35,555.06

[54] The total amount assessed on the accepted evidence of the claimant is therefore:

Salaries for Constituency Offices	\$35,555.06
Managerial Fees July 1 st to 31 st 2022	\$17,500.00
Managerial Fees August 1 st to 5 th 2022	\$2,822.58
Rent	\$12,603.23

Total	\$68,480.87
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CONCLUSION

[55] Counsel for the defendant at the end of the assessment conceded 30% of the total sum claimed, which, according to counsel, totalled the sum of \$70,730.87. The sum is a nominal increase to the amount assessed by the court and accordingly, the court shall award the sum conceded by the defendant.

ORDER

[56] For the foregoing reasons it is ordered as follows:

- (1) The claimant's claim is allowed.
- (2) The defendant's counterclaim is dismissed.
- (3) The defendant shall pay the claimant damages in the sum of \$70,730.87 with interest at the rate of 3% per annum from August 2022 until judgment and at the rate of 6% per annum from judgment until payment in full.
- (4) The defendant shall pay the claimant prescribed costs in the sum of **\$10,609.63** pursuant to part 65 of the CPR (Revised 2023) Edition.

Agnes Actie
High Court Judge

By the Court

Registrar