

THE EASTERN CARIBBEAN SUPREME COURT  
MONTSERRAT  
IN THE HIGH COURT OF JUSTICE



SUIT NO: MNIHCV2012/0021

BETWEEN:

VERNON WHITE  
(Trading as WHITE CONTRUCTION SERVICES)

**COPY**

CLAIMANT

AND

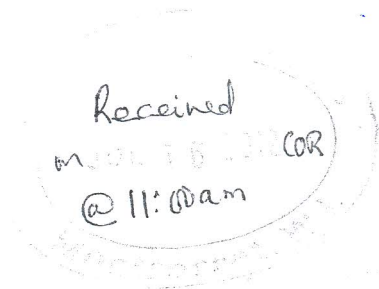
THE CENTRAL TENDERS BOARD  
THE ATTORNEY GENERAL

DEFENDANTS

**Appearances:**

Mr. Kharl Markham for the Claimant

Mr. Fitzroy Buffonge for the Defendants



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2012: JUNE 21

2012: JULY 16

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**JUDGMENT**

**Benjamin J (Ag).** : This is a claim for judicial review arising out of a decision made by the Central Tenders Board of Montserrat.

On 24 November 2011 the Tenders Board accepted the bid of Vernon White doing business as White Construction Services. On the 22 of March 2012 the Central Tenders Board sent a letter to the Claimant withdrawing the award.

On the 17<sup>th</sup> day of April 2012, the Claimant filed an Application for Leave to Proceed against the Defendants, the Central Tenders Board and the Attorney General of Montserrat. The Application was heard by Justice Septimus Rudd on the 27<sup>th</sup> April 2012 and he granted leave on the 30<sup>th</sup> April 2012 for the Applicant/Claimant to file a Claim Form for Judicial Review within 14 days of the said Order.

[1] By fixed Date Claim Form, filed on May 8 2012. The Claimant sought the following declarations, Orders and reliefs:

- 1) An Order squashing the first Defendant's decision to withdraw the contract of tender awarded to the Claimant by the first Defendant;
- 2) An Order that the Defendants, their servants and agents be restrained from requesting fresh tenders in respect of the Lookout Primary School Expansion Building 6 Project or awarding the contract to carry out the said construction to a contractor, agency, person or body other than the claimant;
- 3) In the alternative the Claimant claims an Order for damages;
- 4) A declaration that the decision taken by the First Defendant to withdraw the contract awarded to the Claimant was:
  - (i) illegal
  - (ii) procedurally irregular
  - (iii) irrational and unreasonable
  - (iv) erroneous at law
- 5) Any other relief that the court deems just;
- 6) Costs.

[2] An appearance was entered on behalf of the First Defendant on the 22<sup>nd</sup> May 2012. The Defence "*avers that as a matter of law the facts as pleaded by the Claimant do not give rise to any illegality or procedural irregularity. Further the actions of the first Defendant in seeking to comply with the Procurement Regulations are not Wednesbury Unreasonable and that the Defendants deny that the Claimant is entitled to the relief sought as alleged or at all.*"

[3] The factual background to this Application was agreed by the parties. For ease of reference the Court will adopt the facts as set out by the Defendants in their Skeleton Argument and Authorities filed on 15<sup>th</sup> June 2012 as set out in paragraph 2 to 6 which states as follows:

*2. The Ministry of Communications and Works issued invitations to tender for the Lookout Primary School Expansion Building 6, to six Tenderers, five of whom submitted tenders.*

