

COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law and Equity Division

2019/CLE/gen/00282

BETWEEN

ANTHONY FARRINGTON

Plaintiff

AND

EMILO R GARCES

BAHAMAS LOGISTICS CENTER LTD.

Defendants

Before Hon. Mr. Justice Ian R Winder

Appearances: Paul Jones for the Plaintiff

Roger Minnis for the Defendants

26 November 2020

JUDGMENT

WINDER, J

This is a claim by the plaintiff (Farrington) for breach of contract. The trial was conducted remotely.

1. Farrington and the 2nd defendant (Logistics) entered into a contract, called the "Supplementary Agreement of Transportation Services". The short agreement provided as follows:

Validity of this agreement

This agreement shall become effective from 1 May 2015 and continue to be valid until April 30th 2018 and renewed automatically for another 2 years, or until both parties have completely performed all of their obligations under this agreement, whichever is later.

Scope of Work

Anthony Farrington will be liable for all the transportation, handling and deliveries of all products and materials of BLC operations upon instructions. BLC will pay the agreed amount of \$4,000/month.

Payment will be done on or before the 10th of each month.

2. There does not appear to have been an original agreement although Farrington had orally provided similar services to Logistics since 2010, prior to the entering into of this agreement. According to the evidence of Farrington, which I accept, Logistics went into a new business, "Eco Lab" and sought to create a supplemental arrangement with Farrington.
3. Contrary to the submissions of Farrington, this was not a contract of employment but for the provision of services. Farrington says that he was advised that, as of February 1st 2017, Logistics would be doing the delivery themselves and that they no longer needed his services. Farrington received a final payment of \$4,000 and no further payment was made to him.
4. Logistics claims that, where no services was sought from Farrington, no payment was required to be made to him. Respectfully such a position was untenable as throughout the life of the contract a fixed fee was paid regardless of the amount of deliveries made by Farrington. The contract did not provide a term for early determination and the only reason for the termination was the wish of Logistics to

perform the service by other means. I find on the evidence that the parties intended a fixed fee of \$4,000 to Farrington for a fixed term to 30 April 2018.

5. In respect of the so-called renewal period, this portion of the contract, in my view is too vague to be enforceable. What is meant by "*until both parties have completely performed all of their obligations under this agreement*"? Farrington provided services, when required to do so by Logistics. If there was no further business between them within the renewal period, why would the contract nonetheless continue for 2 years? What were to be the terms of the renewal contract if it was to remain the same and could not be severed? What then was the purpose of a renewal clause?
6. In respect of damages I find that Farrington is entitled to payment of the monthly sum of \$4,000 up to 30 April 2018. This amounts to \$56,000. Farrington asserts that he is entitled to payment of the sum of \$27,000 being the cost of a vehicle he purchased to perform his obligations under the agreement. This claim is rejected as this cost would have otherwise been consumed by Farrington, had the contract been performed as agreed. Having awarded him the balance of the term of contract his loss is compensated for. In any event he retains ownership in the vehicle.
7. The agreement was signed by the 1st Defendant on behalf of Logistics but he clearly did not contract in his personal capacity. There can be no claim by Farrington against the 1st Defendant and in the circumstances the claim against him is dismissed with costs.
8. In the circumstances I give judgment for Farrington against Logistics in the amount of \$56,000 with costs to be taxed if not agreed.

Dated this 5th day of March 2021


Ian R. Winder
Justice