

COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law & Equity Division

2024/CLE/gen/01218

IN THE MATTER of the Constitution of The Bahamas General Workers Union ("BGWU")

AND IN THE MATTER of the provisions of the Industrial Relations Act 1970, Chapter 2321 of the Statute Laws of The Bahamas 2000

AND IN THE MATTER of the original and inherent jurisdictional powers of the Court to hear and determine matters related to fundamental constitutional rights and obligations of the Members and Executive Members of the BGWU

BETWEEN

LINDA SANDS (1)

(In her capacity as President of the BGWU)

NATANIA JOHNSON (2)

(In her capacity as Secretary General of the BGWU)

THE BAHAMAS GENERAL WORKERS UNION (3)

Claimants

AND

DAVE BECKFORD (1)

(In his capacity as Vice President of the BGWU)

BRIAN SMITH (2)

(In his capacity as Treasurer of the BGWU)

IVY MINNS (3)

(In her capacity as Trustee of the BGWU)

PHILLIPPA DIXON (4)

(In her capacity as Assistant Secretary General of the BGWU)

RICHARD JOHNSON (5)

(In his capacity as Trustee of the BGWU)

Defendants

JUDGMENT

Before: The Honourable Acting Justice Raynard S Rigby KC

Appearances: Mr. Obie Ferguson KC with Mr. Sidney Campbell for the Claimants
Mr. Sidney Collie with Miss Myra Russell for the Defendants

Trial Dates: 18 and 19 days of June 2026

Closing Submissions: 1 and 2 July 2026

Trade Union Dispute – Executive Council members – Constitution – Powers of Chairman of the Trade Union – Powers of the Executive Council – Removal of members of the Executive Council – Secret Ballot – Financial Members – Absence of Chairman – Declaratory Relief

Rigby J (Actg.)

Introduction

- [1.] The matter before the Court involves a dispute between factions of the executive council of the Bahamas General Workers Union (the “**BGWU**” or “**Union**”). At the centre is the issue of the powers under the Union’s Constitution to expel members and the powers of the Executive Council and its President/Chairman.
- [2.] Trade Unions are an integral part of the labour movement in The Bahamas and traces its importance to the events that led to the attainment of majority rule in 1967. It remains an important part of the employment and labour relations fabric of the nation. This is seen in the provisions of the Industrial Relations Act, which by its long title provides:

An Act to provide for the registration and control of trade unions; for the recognition of trade unions by employers; for the registration of certain Industrial Agreements; for the establishment of an Industrial Tribunal and the regulation of trade disputes...

- [3.] Disputes do sometimes arise in the context of leadership of a trade union. Like any contest for control, there are factions that support one side as opposed to another. The election of the executive members of a trade union is a tool in securing the ongoing work of the trade union and to improve and provide better benefits for its members.
- [4.] The executive members of a trade union have a duty to the membership of the trade union. They must remain true to the sacred purpose for which that trade union was formed. Usually, the executive members are a dedicated group of fellow employees working in a particular industry or area of commerce, agreeing to be bound by a set of rules to aid in the advancement of their rights as employees within a bargaining unit.
- [5.] In this action, there is no disagreement with the employer, but the dispute centers on the Union’s structure and the powers set out in the Union’s Constitution.
- [6.] While some may think it is unfortunate for members of a trade union to come to the Court to resolve issues, the Court remains open and is a valid arbiter in determining the rights of members and the role and powers of the executives of a trade union.

- [7.] In this matter the principal role of the Court is to review and construe the Union's Constitution and declare the powers of the Presidency and the Executive Council. Matters also arose in respect of the determination of who is a financial member and the right to dismiss, suspend or expel an executive council member of the Union.

The Union

- [8.] The Union was duly registered by the Registrar of Trade Unions on 15 May 2023 in accordance with sections 49 and 50 of the Industrial Relations (Amendments) Act and is the bargaining union for employees of the Bahamas Agricultural Industrial Corporation. Its Constitution was approved and recognised by the Director of Labor on 17 June 2002.
- [9.] In light of the dispute around the Union's Constitution, I will set out below the majority of the critical clauses that will be called in aid in this Ruling, and which were the focus of arguments by Counsel for the parties.

Rule 2 The Aims and Objects

- 1. To secure the complete organization in the Union of all workers employed (past, present) in all the trades, industries, crafts and occupations.**
- 2. To obtain and maintain just and proper salaries, wages, rates of pay, hours of work and other conditions of employment and generally to protect and advance the interest of its members.**
- 3. To regulate the relations between workmen and employers and between members and members.**
- 4. To promote and secure legislation in the interests of all its members and improve the economic security and social welfare of workers, protect and extend our democratic institution and civil rights and liberties.**
- 5. To stimulate support for the principle that our country's natural resources and means of production be developed primarily for the satisfaction of human needs rather than for private profit only.**
- 6. To regulate the relations and settle disputes between members and employers, between one member and another and between members and other workers by amicable agreements whenever possible.**
- 7. To establish and maintain gender parity of workers within all work places in The Bahamas.**

...

8. To defend and promote the interest of young members and future generations, the retired and the elderly, the socially excluded and persons with disabilities.

9. To establish a social dimension to regional integration by promoting tripartite consultation both at the national and regional level and by assisting in the required capacity building to ensure that trade unions within the region can effectively influence policy decisions and promote social justice as an integral factor in economic development.

Rule 3

Membership

1. Membership of the Union shall be open to all workers of any race, color, creed, or sex, above the age of sixteen (16) years, employed in any trade, industry, craft or other occupation.

2. Membership shall commence from the first date of payment made and received by the Union and recorded in the day book.

3. Membership of the Union listed in the objects hereof shall be that of Ordinary Membership which shall be open to all workers employed as indicated in Rule 3 Object 1, under the conditions set out in Rule 4 hereof.

(a) Persons upon being admitted to membership by the Executive Council, shall be deemed to agree to abide by the Rules in every respect of the union.

(b) In the interest of the Union and trade unionism generally, the Union shall have the power to exclude from membership, any member or group of members who are guilty to the satisfaction of the Executive Council of violating the constitution and Rules of the Union, that have disrupted the smooth running of the Union. Appeal by those who are affected by such decision is to be made to the Annual or Special Meeting called for that purpose or ordinarily placed on the agenda of an ordinarily scheduled meeting.

(e) Membership shall commence from the first date payment is made and received by the Union and recorded in the day book.

(d) A member shall be deemed to be non-financial when he/she is twelve (12) weeks in arrears of dues, except in cases due to illness or where the Executive Council waive dues or entrance fee allowing for consideration to the members based on the prevailing circumstances at that time.

(e) No member shall be entitled to benevolent benefits unless he/she shall have been a members for a period of not less than one (1) year and is financial, and until the Union have been in existence for at least one (1) year or in very exceptional cases where the Executive Council shall so determine.

(f) Every member shall have the right to inspect all the books of the Union at the place where the same are kept. The request shall identify the interest and detail of each request.

(g) Any member shall resign his/her membership by giving notice unless otherwise expressed, be deem to effect from the last day of the month, next owing the receipt thereof.

Rule 4

Membership Fees

The entrance fee shall be five dollars (\$5.00), payable to the Union on the first application and ten dollars (\$10.00) on reinstatement to be paid to the Union directly or to a representative, and the weekly dues shall be seven dollars and fifty cents (\$7.50) per week.

The entrance fee and monthly or weekly contribution stated above should be subject to alteration by the Executive Council, the annual or special meeting summoned for that purpose.

Funds of the Union

- A. (i) There shall be established a General Fund to which all entrance fees and dues are allocated.
- (ii) This fund shall be utilized for the payment of general administrative expenses of the Union.
- (iii) The fund may be used to provide legal aid as determined by the Executive Council, to members of the Union in good standing for injuries arising out of their employment. To obtain any just claims from employers provided that legal aid will not be granted for claims arising prior to his or her membership in the Union.

Death Benefit

- B. There shall be established a Death Fund to which the members of the Union shall be entitled.

- C. In the event of death any of the members of the Union in good standing Death Benefit will be determined by the: Executive Council All claims for payment of death benefit must be made in writing and a copy of the death certificate must be. Presented to the General Secretary within 30 days after the death.**
- D. In the event of death of any member of the Union in good standing, death benefit will be determined by the Executive Council. The Executive Council has the power to increase payment of death benefit to any amount it deems necessary subject to the length of the membership and other related factors and subject to such approval by the membership at any General Meeting of the Union. However, the minimum laid down in the law will be complied with.**

Rule 5 Governments

The Supreme Authority of the Union shall be vested in the Triennial General Meeting of Members subject to a quorum. The Union shall be governed on a day to day basis by an Executive Council.

Rule 6 General Meeting & Other Meetings

- A. The Annual General Meeting of the members of the Union shall be held in the month of APRIL and thirty (30) days notice of such meeting shall be advertised in a newspaper published in the island of New Providence and the branches informed thirty (30) days prior to the actual day of the Annual General Meeting. However, nominations shall take place prior to this meeting.**
- B. Special General Meetings may be held at such times as:-**
 - (i) The Chairman may decide; as**
 - (ii) The Executive Council may decide, or upon the written petition of fifty (50) members.**
- C. A Special General Meeting shall have the same powers as the Annual General Meeting**
- D. Upon written petition of fifty (50) or more members of the**

Union, the President or any other officer acting in such capacity, shall direct the Secretary or any other officer acting in capacity to summon a Special General Meeting at the earliest convenient time. Notice of such meeting shall be given by one or more publication in recognized newspaper in the Island of New Providence. The petition for such meeting must state the reason or object of such meeting, and no other business besides that shall be discussed at such a meeting.

Annual General Meeting & Other Meetings

A. The Union shall hold regular monthly meetings (and more often if deemed necessary), notice of which shall be given at least one (1) week in advance.

B. The quorum of an Annual General Meeting Special General Meeting, regular meeting shall be ten (10 members).

C. The business of the Annual General Meeting shall be to receive reports from the Executive Council, to review the past year's work, to determine the policy for the ensuing year to elect officers of the Union by secret ballot and generally to consider all matters upon the agenda of the Annual General Meeting.

D. The Annual General Meeting shall have power to rescind, alter and add to any of the Rules herein in accordance with Rule 7.

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Rule 8

The Executive Council

The Executive Council shall do its best to attain the objects of the Union, and shall protect the Rinds of the Union against extravagance or misappropriation.

A. The government of the Union and all Branches in the periods between Annual General Meetings and the conduct of the Union's business shall be vested in the Executive Council.

B. The Executive Council shall be composed of the Chairman, 1st Vice-Chairman, 2nd Vice-Chairman, 3rd Vice-Chairman General Secretary, Assistant General Secretary, Treasurer, Assistant Treasurer, two (2) Board Members and two (2) Trustees elected at the Annual General Meeting by secret ballot. They shall hold office for three (3) years and are eligible for re-election at the next Annual General Meeting. They must be in good standing at the date of nomination. Union paid Organizers and Chief Steward, chosen by the Executive Council may attend Executive Council Meetings.

C. The Executive Council shall decide the date of the Annual General Meeting and the dates of its own meetings.

D. In the event of death, resignation or dismissal of an Officer of the Union in the period between Annual General Meeting, the vacancy may be filled by election within three (3) months of the vacancy, or by the Executive Council.

E. On the matters of policy, the decisions of the Executive Council shall be binding upon all members of the Union unless such decision shall have been changed at a Annual or Special Meeting of the Union.

F. The Chairman shall have a casting vote only when there is a tie at the Executive Council, but will have voting rights at other meetings. The General Secretary shall have the right to speak at all and every Annual General Meeting, Special General or Executive Council Meeting, but shall have no voting rights at meetings of the Executive Committee, Annual or Special General Meeting. All other Officers shall have voting rights at the meetings of the Executive Council, Annual or Special General Meetings.

G. In addition to the power expressly conferred upon the Executive Council by this Constitution, the Executive Council shall have power generally to carry on the business of the Union, and may delegate such of its power to the appropriate officer of the Union, as the Executive Council may see fit.

H. The Executive Council may discipline any member who has proved to the satisfaction of the Executive Council, to have been guilty of conduct, prejudicial to the interest of the Union. The discipline may take the form of a reprimand, suspension or expulsion from the Union. Any member so disciplined. Shall have the right to appeal to the Annual or Special Meeting, whose decision shall be final.

Rule 9

Officers of the Union and their Duties

A. Officers of the Union shall be the Chairman, Vice Chairman, Secretary General, Treasurer, two (2) Trustees, two (2) Executive Board Members, all whom shall be elected by secret ballot at the Annual General Meeting and any Special Meetings

called for that purpose, and shall serve for a term of three (3) years.

B. Members must be twenty-one (21) years of age or over to be eligible for nomination for elections as, Trustee, Officer, or Member of the Executive Council of the Union or any other Committee.

C. Every Officer of the Union must be a person who is:-

(i) legally entitled to be employed in The Bahamas in the relevant industry, craft or category which the Union represents; and

(ii) has not served a sentence of imprisonment.

Chairman

A. The Chairman shall preside at all meetings of the Union and the Executive Council shall be responsible for proper conduct of the business of the Union. He or she shall sign the minutes of such meeting at the time of their adoption. In close collaboration with the General Secretary and the Treasurer, he shall supervise the general administration of the Union and see to the proper observance of this Constitution by all members. He or she shall have a casting vote only when presiding at meetings of the Executive Council and shall prepare an Annual Report for the Annual General Meeting of the Union.

B. The Chairman acting on behalf of the Executive Council, give instructions to the General Secretary, staff and other officers for the conduct of the Union business. He may appoint such Organizer, clerical, and other staff as he may consider necessary. He may suspend or dismiss any officers or members of the staff for neglect of duty, dishonesty, incompetence, refusal to carry out the decision of the Executive Council or for any other reason which it may deem good and sufficient in the interest of the Union. He shall give instruction to the Trustees regarding the investment of the funds of the Union.

Vice Chairman

The Vice Chairman shall assist the Chairman in the performance of his or her duties and in the absence of the Chairman, shall perform the duties of that officer and assume his or her function and powers.

In the absence of the Chairman, the Vice Chairman shall

preside at the meetings of the Executive Council and/or the Union. The Vice Chairman shall have voting rights as a member of the Executive Council.

General Secretary

i. The General Secretary shall conduct the business of the Union in accordance with the Constitution and shall carry out the instructions of the Annual General Meeting and the Executive Council.

ii. Shall conduct the general correspondence of the Union, keeping a copy of letters dispatched and received by the Union.

iii. Shall prepare the Agenda for the Annual General Meetings and Special General Meetings, and shall attend all meetings of the Union.

iv. Shall prepare an Annual report of the Union's activities which shall be presented to the Annual general Meeting or Special General Meeting.

v. Shall keep a record and report therein all amendments and additions to the Constitution and the changes of the Union Officers during the year, shall also send to the Chief Industrial Officer, a complete Constitution as it exists at the time, and any other information as required under Existing Trade Union and Industrial Conciliation Laws.

vi. Shall keep a record book and record therein all amendments and additions to the Constitution of the Union for the revision of the same.

vii. Shall receive all monies paid to the Union. Hand over the same to the Treasurer and obtain and retain proper receipts for all such monies. Shall keep dues and cash books that shall balance with the Treasurer's monthly statement. He shall hand to the Auditors all -books and documents belonging to the Union posted up: to date, and arrange an internal quarterly audit of the Union's account

viii. Shall keep a membership register and shall inform in writing any member who becomes un-financial, that he or she has become un-financial and to what extent.

iv. Shall upon retiring from office hand over to his successor all books belonging to the Union as may be in his possession.

x. Shall sign cheques on behalf of the Union together with the Chairman, Treasurer and one of the appointed trustees, but shall have no voting rights at any of the Union's meetings.

xi. Shall have recorded minutes of all meetings setting out clearly items discussed, and agreed to in accordance with this Constitution.

xii. Shall keep a nominal roll of members and their respective occupation and farther make such roll available for inspection by the membership and the Registrar of Trade Unions at all reasonable times.

Treasurer

i. The Treasurer shall be required to attend all meetings of the Executive Council and the Union.

ii. Shall prepare or cause to be prepared an Annual Financial Statement, duly audited in accordance with the provisions of the Existing Trade Union & Industrial Relation Laws, and shall transmit the same to the Ministry of Labor by the prescribed date, i.e. June 1st each year.

iii. Shall keep the accounts of the Union and shall make such payments as the Executive Council may order from time to time.

iv. Shall lodge all monies received on the Union's behalf into a named bank. He shall make proper and prompt disbursements of benefits due to all members and shall legally be responsible to the Union for all monies passing through his/her hand.

v. Shall prepare and present to the General Secretary for submission to the Executive Council a quarterly statement and an annual statement containing full an proper accounts of the income and expenditure of the Union during the period under review and shall give such assistance to the Auditors of the Union as they shall require, and the Executive Council

shall decide whether or not all the report shall be published in a news paper or part thereof.

vi. Upon retiring from office shall hand over to his or her successor all books, vouchers and documents belonging to the Union as may be in his possession with the Chairman and Trustee. The Treasurer shall sign cheques on behalf of the Union and have voting rights at meetings of the Union.

Trustee

i. They shall be responsible for all the property, real estate, investments or funds of the Union.

ii. They shall report any irregularities, deficiencies or abuse of the funds of the Union to the Executive Council.

iii. One of the Trustee with the General Secretary, Chairman and the Treasurer shall sign all cheques on the Union funds.

iv. They shall deliver up all properties, monies, cheques, documents or other securities of the Union within seven (7) days when required to do so by the Executive Council.

v. They or any of them may be removed from office by the Executive Council on the grounds of ill health, inability to perform their duties, absence from the territory.

Vi. They shall enter a bond to be decided by the Executive Council. They shall have voting rights at meetings of the Executive Council.

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General

Any officer who fails to perform his duties satisfactorily shall be dealt with by the Executive Council, or a special meeting and any officer who absents himself from (3) consecutive meetings without a satisfactory explanation to the Executive Council shall be liable to be removed from office by the Executive Council subject to his or her right to appeal to the Annual or Special General Meeting.

Chief Shop Steward and Shop Steward may be appointed by the Executive Council to represent all categories of workers who are represented by the bargaining unit.

Rule 10

Provision to which no Rule Applies

If any question arises as to the meaning of any of these rules, or as to any matter upon which these rules are silent, the same shall be settled by the Executive Council, or the membership, or both, whose decision shall be final and binding.

Rule 11

Suspension and Expulsion of Members

The Executive Council shall have the power to suspend or expel any member who in their opinion shall have been guilty of any of the following forms of conduct:

A. Willful and material mis-statement or omission upon his or application for membership.

B. Making of any fraudulent claim upon the Union or receiving benefits from the Union where not entitled thereto.

C. Misappropriating or wrongfully converting or withholding or misapplying any money or property of the Union.

D. Tampering with, falsifying or otherwise misusing any books or other documents of the Union.

E. Wrongfully obtaining possession of or refusing to give up when his or her possession of any books, keys, papers or other documents or affects belonging to the Union.

F. Refusing to sign or execute any F. cheque, transfer deed or other documents to which his or her signature is required and has been duly approved for signature.

G. Refusing or failing to obey any of the rules or comply with any bye-law or order authorized by these rules.

H. Failing to render proper account of any receipt or payment of monies belonging to the Union.

I. Failing to pay any contribution, subscriptions levy, or fees due to the Union or any fines imposed by the Union.

J. Acting in anyway contrary to the best interest of the Union.

K. Slandering or libeling any of the Officers of the Union.

Rule 12

Election or Removal of Officers from Office

In the event of any vacancy occurring among members or officers of the Executive Council, that vacancy shall be filled by the person who secured the next highest number of votes in the ballot at the last Annual General Meeting and if there is no such person then that vacancy shall be filled by the Executive Council deciding on simple majority a person who is an 'Organizer at the time the vacancy occurs.

Whenever the need arises the following procedure shall be followed:-

i. The election to or removal from office of any member of the Union by the general membership by special meeting.

ii. The alteration of the Constitution in any form by special meeting, outside the three (3) year mandate.

iii. Taking of a strike vote or to clarify the Union's position in any controversial matter.

iv. Dissolution of the Union by 2/3 membership.

v. These rules shall be altered only in accordance with the procedure laid down in this Constitution.

The result of the election either by the Membership in Annual General Meeting or the Executive Council as the case might be shall be forwarded to the Registrar of Trade Unions in writing within fourteen (14) days of the election.

(ii) Removal of Officers from Office

Any or all of the Executive Officers of the Union may be removed from Office by a majority of members attending any special meeting called for that purpose in accordance with this Constitution and the Industrial Relations Act as amended. However, the result of that meeting is final and binding on the Union. The decision of the above shall be forwarded to the Registrar of Trade Unions in writing within fourteen (14) days of the happening of the decision.

(iii) Secret Ballot Requirement

No Executive Council Officer or Members shall be elected or removed from office other than by Secret Ballot.

Rule 13

Special Recall Meeting for a Vote of No Confidence

A special recall meeting may be summoned at any time by the Executive Council, the Chairman, or 50 of the financial members of the Union that is based on rule 6B(ii). The 50 members will be based on the up to-date membership list. The notice for such special meeting shall be thirty (30) days, and will be published in two (2) newspapers in the Commonwealth of The Bahamas, and on one (1) radio station for the purpose of promoting the meeting. The notice shall specify the day, date, place and time of the meeting and nothing else shall be discussed at that meeting other than the agenda item on recall.

Rule 14

Nomination & Election of Officers

A. The nomination of officers shall take place at the first regular meeting in the month of March and the election shall be called at any reasonable time thereafter, such time to be established by the Executive Council. Elections shall be conducted by secret ballot at the Annual General Meeting and at each subsequent Annual General Meeting. The nominee receiving the highest number of votes shall be declared elected.

B. No member shall be entitled to exercise a vote in the election if he or she is not in good standing as to dues, fines and other obligations of the Union.

C. Any member who spoiled his or her ballot paper shall be entitled to receive another ballot.

D. A committee shall be established by the Executive Council to conduct the election and all election rules, regulations, policy and procedures, shall be carried out by this committee and a report submitted to the Executive Council thereafter.

E. No person shall be entitled to be nominated and serve as an officer of the Union who are not members or who at the same time serve as an officer of another Union. That no resolution passed with respect to any of the categories of balloting falling under this sub-heading shall take effect until the Registrar indicates in writing that he is satisfied that everyone of the members had a equal light and reasonable of voting and that the secrecy of the ballot was properly secured and the process followed.

Rule 17

Conduct of Meetings

A. Members shall obey the Chair, and any member refusing to do shall be warned by the presiding officer, and failure to obey the Chair may result in the member being excluded from the meeting.

B. Members shall not use profane language, be under the influence of liquor, or do any act liable to disrupt the business proceedings at any properly constituted meeting or meetings of the Union.

C. For misconduct cited in this Rule, a fine may be imposed by the Chairman in the sum of \$50.00 for the first offence and \$100.00 for the second or subsequent offence. The Chairman may also exclude the offending member from the meeting at which such offence takes place.

D. The Executive Council shall draw up suitable Standing Orders for the conduct of the Annual General Meetings, Special General Meeting, Executive Council, Special Executive Meeting or ordinary meeting of the Union.

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Rule 24

Paid Officers & Staff

The Executive Council shall have the powers to pay such salaries, wages and benefits or compensation to any Officer, other employees, Shop Stewards or members of the Union where duties require full time or part time service.

Rule 30

Disciplinary Committee

This committee shall be comprised of three (3) persons, who may not be members or officers of the Union, to deal with matters that may be referred to it by the Executive Council. This committee shall immediately investigate any matter and report to the Executive Council thirty (30) days since the report was received or sooner, then the Executive Board may refer the recommendation to the membership, whose decision shall be final and binding.

Industrial Relations Act

- [10.] The Industrial Relations Act contains several material provisions with respect to matters that must be included in the constitutions of trade unions registered under the provision of the Act. I set out below section 9 and Part II of the First Schedule, which include matters that fall for consideration in the instant action.

9. The constitution of every trade union which is registered under this Act, shall contain provisions in respect of all the matters prescribed in Part II or, as the case may be, Part III of the First Schedule.

PART II (Section 9)

MATTERS TO BE PROVIDED FOR IN THE CONSTITUTION OF A TRADE UNION OF EMPLOYEES

1. The name of the trade union and place of meeting for its business.

2. The whole of the objects for which the trade union is to be established, the purposes for which its funds shall be applicable, and the conditions under which any member may become entitled to any benefit assured thereby, the subscriptions and dues, if any, to be paid by any member, and the fines and forfeitures to be imposed on any member of the trade union.

3. (1) The qualifications for membership, which shall include the provision that no person shall be eligible for membership of the trade union unless he is, or has been, regularly and normally employed in the industry, or as a member of the craft or category of employees, which the union represents.

(2) The circumstances and manner in which the membership of a member may be terminated.

(3) Provision for the keeping of a nominal roll of members showing the usual occupation of each member and wherever possible the name of the employer.

4. (1) Provision for the appointment of an executive committee (by whatever name called), of two or more trustees, and of a chairman, treasurer and secretary at regular intervals not exceeding three years and the manner in which members of the executive committee and other officers of the union may be removed and that every appointment or removal of any officer of the union shall be notified in writing to the Registrar within fourteen days of the happening thereof.

(2) Provision that the executive committee (by whatever name called) shall be composed of persons, and that all the officers shall be persons, who are members of the union, not being officers of any other union:

Provided that provision may be made that a person who is not a member or officer of any other trade union may be appointed chairman or secretary of the union, notwithstanding that he is not, and never has been, regularly employed in the industry, or as a member of the craft, or category of employees, which the union represents.

(3) Provision that every officer of the union must be a person who is legally entitled to be employed in The Bahamas in the industry, or as a member of the craft or category of employees, which the union represents and has not served a sentence of imprisonment such as is mentioned in paragraph (f) of subsection (1) of Article 48 of the Constitution.

5. Provision for the holding of meetings (including an annual general meeting), and for the keeping of minutes of the proceedings of all meetings.

6. Provision for the inspection of the books and nominal roll of members of the union by any person having an interest in the funds of the trade union.

7. Provision for the proper investment of the funds of the union, and for an internal quarterly audit.

8. Provision for the taking of a secret ballot of members for all of the following purposes, namely —

(a) the election or removal of officers or members of the executive committee (by whatever name called);

(b) the amendment of the constitution of the union, including any change of name;

(c) the taking of strike action.

The Claimants' case

[11.] The Claimants' case is that the Defendants, Dave Beckford, Brian Smith, Ivy Minns, Phillippa Dixon and Richard Johnson, were dismissed by the President of the Union, Linda Sands, by letter dated 17 December 2024.

[12.] The dismissal letters for Dave Beckford and Richard Johnson are headed "Dismissal for being non-financial". The letter for Dave Beckford in part states:

"I am writing to inform you as President of the Bahamas General Workers Union, that you are being dismissed for being non-financial from August 2023 as the Vice President which is more than 12 weeks by Rule 3(d) without addressing this issue. My mandate is pursuant to Rule 9(B) on page 12 of the Constitution of the Union that provides for the President/Chairman to suspend or dismiss any officers or members of the staff for:

Neglect of duty, Dishonesty, incompetence, refusal to carry out the decision of the Executive Council or any other reason which he or she would deem good and sufficient in the interest of the Union.

- [13.] The dismissal letters for Brian Smith and Ivy Minns differ and is headed, **“Dismissal for failure to carry out function and instructions”**, and states in part:

“Further to my letters to you dated March 21, 2024 and October 23, 2024, I am writing to inform you as President of the Bahamas General Workers Union, that you are being dismissed pursuant to Rule 9(B) on page 12 of the Constitution of the Union that provides for the President/Chairman to suspend or dismiss any officers or members of the staff for:

Neglect of duty, Dishonesty, incompetence, refusal to carry out the decision of the Executive Council or any other reason which he or she would deem good and sufficient in the interest of the Union.

- [14.] The dismissal letter for Phillipa Dixon is headed, **“Dismissal for fraud”**, and states in part:

“I am writing to inform you as President of the Bahamas General Workers Union, that you are being dismissed for fraud for signing a document purporting to be the Secretary General without authorization. Therefore, you are hereby dismissed effective immediately pursuant to Rule 9(B) on page 12 of the Constitution of the Union that provides for the President/Chairman to suspend or dismiss any officers or members of the staff for:

Neglect of duty, Dishonesty, incompetence, refusal to carry out the decision of the Executive Council or any other reason which he or she would deem good and sufficient in the interest of the Union.

- [15.] The Claimants commenced this action on 27 March 2025 by an Amended Originating Application (**“AMO”**). At that time, Linda Sands served as the President of the Union. She unfortunately died in March 2026 before the matter came to trial. The second name Claimant, Natania Johnson, is the Secretary General, although this too is disputed on the evidence. She purports to be the acting President of the Union.

- [16.] In the filed AMO, the Claimants seek the following declarations and orders:

9. The Declarations and/or Orders claimed herein by the Claimant, are as follows:

Declarations

9.1 A DECLARATION that for the purpose of these proceedings, the 4th Defendant is a registered trade under Sections 5 and 7(2) of the IRA-1970; and/or

9.2 A DECLARATION that the Constitution of the BGWU was duly registered in pursuant of Section 7(2) of the IRA-1970; and/or

9.3 A DECLARATION that it is the duty of each and every executive council member to pay the required membership fees as provided for under Rule 4 of the Constitution of the BGWU, but if they are deemed to be non-financial under Rule 3(3)(d) of the Constitution of the BGWU, they are liable for dismissal by the Chairman under Rule 9(B) of the Constitution of the BGWU for neglect of duty and/or not in the best interest of the BGWU; and/or

9.4 A DECLARATION that each one of the 1st and/or 2nd and/or 3rd Defendants be deemed to be non-financial members in pursuance of Rule 4 of the Constitution of the BGWU as each of them are more than 12 weeks in arrears of the payment of the weekly dues of \$7.50 per week; and/or

9.5 A DECLARATION that under the duties of the Chairman as set out in Rule 9, the 1st Claimant has the power to, inter alia, “.... Dismiss [the 1st and/or 2nd and/or 3rd Defendants of the BGWU] for neglect of duty, dishonesty, incompetence refusal to carry out the decision of the Executive Council or for any other reason which it may deem good and sufficient in the interest of the [BGWU]”.

9.6 A DECLARATION that as the 1st and/or 2nd and/or 3rd Defendants are non-financial members they will not be able to act in their respective positions and carry out their respective duties in the Executive Council of the BGWU which requires voting from time to time which cannot be done when considering

9.6.1 that by Rule 14(B) of the Constitution of the BGWU, “no member shall be entitled to exercise a vote... if he or she is not in good standing as to dues... and other obligation of the [BGWU]”; and

9.6.2 the overriding general requirement of elected officers as set out in the penultimate paragraph of page 15 of the

Constitution of the BGWU having to perform their duties satisfactorily, was not done and therefore deprives the BGWU of the involvement of those officers; and/or

9.7 A DECLARATION that as the 1st Defendant has failed and/or refused to prepare and certify the annual returns contrary to Sections 30(2) of the IRA-1970 or submit any of the BGWU's annual audit in pursuant with Article V of page 14 of the Constitution of the BGWU to the Registrar of Trade Unions for approval pursuant to Section 30(3) of the IRA-1970, the 1st Defendant is guilty of an offence under that section and is liable to a fine of up to \$300; and/or

9.8 A DECLARATION that as the 1st Defendant has withheld monetary property belonging to the BGWU contrary to Section 33(1) of the IRA-1970 and for his private use, he is guilty of an offence of that section and liable to any or all orders provided for under Section 33(2) of the IRA-1970; and/or

9.9 A DECLARATION that because of the violations perpetrated by the BGWU by way of the 1st Defendant and the BGWU is liable to having its said Certificate of Registration cancelled in pursuance of Section 15(1)(b)(iv) of the IRA-1970, he is guilty of requirement of Rule 28 of the Constitution of the BGWU stands suspended

9.10 A DECLARATION that as the 1st 2nd and 3rd Defendants have conspired with one another to:

9.10.1 fraudulently and falsely attend the precincts of the Golden Gates branch of the Commonwealth Bank Ltd under the guise of the authority of the Executive Council of the BGWU to add an unauthorized signatory to the bank account of the BGWU to get monies out not authorized by the Executive Council; and/or

9.10.2 not honour the 33 aims and objects of the BGWU as well as its statutory objects, stifling the efforts of the same and rendering the BGWU useless.

ORDERS

9.11 AN ORDER that the 1st, 2nd and 3rd Defendants be and are forthwith dismissed from their respective positions with the BGWU by the 1st Claimant pursuant to Rule 9(B); and/or

9.12 AN ORDER that the 2nd Defendant do forthwith repay all the money with interest thereon at the rate of 10% which he had place in his own bank account that were for the benefit of Members of the BGWU in Cat Island; and/or

9.13 Such further or other relief as this Honourable Court may deem appropriate.

- [17.] The central contention of the Claimants is that the Union's Constitution affords unto the President the right to dismiss an executive member.
- [18.] The AMO is supported by the Affidavit of Linda Sands filed on 31 December 2024. Because she could not be subject to cross examination, her Affidavit was not placed into evidence.
- [19.] The Affidavit of Natania Johnson, the second named Claimant, filed on 24 November 2025 exhibits the Financial Statements of the BGWU for the period ended 31 December 2023. The audit report is qualified and makes the following observations in respect of the Union:

Basis for Disclaimer of Opinion

We were unable to gather sufficient audit evidence in particular to cash disbursements as a significant amount of the supporting documents were not available for examination, and verification of cash receipts and expenditures which comprise cash disbursements, over which there was no system of internal control on which we could rely for the purpose of our audit. There were no other satisfactory audit procedures that we could adopt to satisfy ourselves that the recorded expenses are free from material misstatements.

17. Other Matters

During the financial year 2023, support documents for a significant number of cheques to which no invoices or receipts were available for examination. Consequently, the true nature of the disbursements could not be determined.

Also several cash payments reported for dues in the Treasurer's Report for the year except for one payment receipt could not be verified nor traced into the bank

statements. Accordingly the net balances were recorded as Dues Receivables (Note 12) and as part of Union Dues (Note 10).

9. Accrued Liabilities

	2023	2022
.....		
.....		
Richard Johnson	300	300

- [20.] The Union's audit report for the period ending 31 December 2024 was exhibited to the Supplemental Affidavit of Natania Johnson filed on 3 February 2026. That report states the basis for its opinion and highlights the following under headings 8, 9 and parts of 10:

Basis for Disclaimer of Opinion

We were unable to gather sufficient audit evidence in particular to Dues income and cash disbursements as the underlying supporting documents were not available for examination, and verification of cash receipts and expenditures which comprise cash disbursements, over which there was no system of internal control on which we could rely for the purpose of our audit. There were no other satisfactory audit procedures that we could adopt to satisfy ourselves that the recorded expenses are free from material misstatements.

8. Litigation

As at December 31, 2024 there are pending legal matters.

9. Other Matters

During the financial year 2024, support documents for a significant number of financial transactions were not available for examination. Consequently, the true nature of the disbursements could not be determined forming the basis of the qualified opinion.

10. Related Parties

...

Stipend are paid to the Executive Committee members. The Vice-President, Treasurer and two Trustees are not employed with BAIC or BTVI so their dues are paid over the counter or by cash.

11. Accrued Liabilities

	2024	2023
.....		
.....		
.....		
Richard Johnson	300	300

- [21.] Natania Johnson's Second Supplemental Affidavit filed on 3 March 2026 refers to an Executive Council meeting held on 7 February 2025 where the attendees were the President, Linda Sands, and herself, where the decision was made (in part) to remove Brian Smith as Treasurer of the Union and to appoint Nathanya Francesca Bastian to the position of Treasurer of the Union and Kevin Bradley Moxey and Loretta Monique Tomlinson as Trustees. The trio received appointment letters dated 7 February 2025. The minutes of the meeting note the following prior to the appointments:

President Linda Sands: There are still a number of outstanding concerns with BAIC as the members have presented to BGWU they include ***Promotions, succession Plan, insurance, Vehicle insurance, Persons not being compensated for extra duties, the Industrial Agreement.***

At this current time we need to move forward, so the plan moving forward I would have spoken to members regarding being appointed to the position of Trustees and Treasurer in order to allow this union to function. As was indicated in the previous meetings, the Former Executive Members refuse to pay the legitimate bills of the Union, failure to provide annual return which could lead to being struck off the register as required by section 30 of the industrial relations act. These Former Executives have not been attending meetings, this frustrates the legitimate function of the union the constitution dictates that non financial members cannot vote. I now make a resolution that the Executive Council appoints the following financial members for the following posts for the ***period until Election to be held in March 2026:***

- [22.] In her Second Affidavit filed on 14 April 2026, Natania Johnson sets out the circumstances that led to the dismissal of the Defendants. She states the following at paragraphs 3, 4, 5, 6, 7, 8, 14 and 24:

3 In the case of the Defendants, they were dismissed each of them pursuant to powers of the president, referenced above and have issued letters of dismissal dated 17th December 2024 expressing the following respective specific reasons relating to each of the Defendants as was marked

as Exhibit "LS-4" to "LS-8" in Linda Sands affidavit filed December 31, 2024.

4 Dave Beckford as Vice Chairman/Vice President has no constitutional function except that given to him by the President/ Chairman as noted in the Constitution at Rule 9 (Vice chairman/Vice-president). He is behind a conspiracy of the other defendants to destabilize the BGWU by taking whatever steps he may conceive to attack the leadership of the BGWU; as was marked as exhibit as "LS-9" of Linda Sands affidavit filed December 31, 2024.

5 Brian Smith as Treasurer, was complicit in the conspiracy with Mr. Dave Beckford and others, refused to do what he is constitutionally required to do and/or; what the Executive Council or the President directed him to do; misappropriation the funds of the BGWU, inclusive of funds given to him for delivery to members in the family islands. He has also, without the approval of the Executive Council, attended the Golden Gates Branch of Commonwealth Bank where the BGWU keeps its bank account, and attempted to have Mr. Richard Johnson, a Trustee of the BGWU who was not a signatory on the BGWU bank account to be added illegally to the bank account. As a result of this treachery, the bank accounts of the BGWU were frozen by that bank manager. Further, because of his attitude and refusals, especially conducting the financials of the BGWU, there is a growing risk of BGWU being deregistered in pursuance of Section 30 provisions of the Industrial Relations Act 1970. Further, the fact that the money owed to the Union by Mr. Smith was accepted by him but he has not yet paid it as exhibited by Linda Sands affidavit filed December 31, 2024 as "LS-10a".

6 At a duly called meeting of the Executive Council of the BGWU on 22nd April 2023 at which the Second Claimant was unanimously appointed in as its Secretary General; and the Fourth Defendant was appointed in as the Assistant Secretary-General marked as exhibited by Linda Sands affidavit filed December 31, 2024 as "LS-11".

7. Ivy Minns as Trustee, in addition to being complicit in the conspiracy with Mr. Dave Beckford and others, had cheque-signing obligations on the account of the BGWU, but has refused to execute cheques necessary for the BGWU to pay its professional and operational obligations inclusive of Christmas Bonuses to Members; and

8. Phillippa Dixon as Assistant Secretary General, besides being complicit in the conspiracy with Mr. Dave Beckford and others, has fraudulently presented herself to the Members of the BGWU as if she was the Secretary General. She did this by signing a Notice as Secretary General which was sent out to Members of the BGWU, purportedly calling a meeting as if such meeting had been called and sanctioned by the Executive Council to discuss "...concerns [about the] Christmas Bonus Payout". This meeting called by Mr. Beckford was illegal as it was contrary to the Union's Constitution as all meetings must be called and chaired by the Chairman/President. However, the calling of that meeting was, an attempt to further the conspiracy of Mr. Beckford as well as the concealment of Mr. Smith's misappropriation because she knew, or is reasonably expected to have known, that the inability of the BGWU to pay Christmas Bonuses to its members was because of the unacceptable behavior of the Treasurer, Mr. Brian Smith, attempting to get the bank to add an unauthorized person, Mr. Richard Johnson, to become a signatory on the bank account of the BGWU is what led to that bank account being frozen. These are the things which demonstrates the basis for distrust in Ms. Dixon; which was exhibited by Linda Sands Affidavit filed December 31, 2024 as "LS-12".

14 Additionally, the Auditor report for 2023 specially noted at paragraph 17 that a significant number of checks with no invoices or receipts were available for examination and except for one payment, the several cash payments reported for dues in the Treasurer could not be verified nor traced into the bank statements. This is exhibited in my affidavit filed November 24, 2025 at page 27 of 29. Further on page 28 of 29 the auditor stated that he was only able to trace \$42.00 paid by Mr. Beckford into the bank statement on May 6, 2023. No other evidence could be located that indicated a receipt of the Union dues as reported by the Treasurer.

24 The meeting of February 7, 2025 there was the appointment of two trustees and the Treasurer as seen in affidavit of February filed November 24, 2025. This document was sent to the Defendants counsel being filed March 3rd, 2025. The Defendants have not requested a hearing to deal with the new Executives.

- [23.] In the aforesaid Second Affidavit of Natania Johnson she also discloses the minutes of an Executive Council meeting held on 14 November 2024. The then President, Linda Sands, was not present at this meeting. The persons in attendance were Vice President Dave Beckford, Treasurer Brian Smith, Assistant Secretary General Phillipa Dixon, Trustees Ivy Minns and Richard Johnson and Board Member Grenell Brown Mills. After a wait of 25 minutes for the President, the meeting started and Mr. Beckford appeared to serve as chair of the meeting. At that meeting Phillipa Dixon was unanimously approved to be appointed General Secretary of the Union. She was then serving as the Assistant General Secretary.
- [24.] By letter dated 23 October 2024 Ivy Minns, one of the Union's Trustees, was threatened with legal action by the Union for failing **"to carry out the duties of the Union, you have failed (sic) to sign and pay the lawful and legitimate bills of the Union"** which include the Union Bills, wreath purchase and beneficiary death benefit. By a subsequent letter of 15 November 2024, Ms. Ivy Minns was notified by the President, Linda Sands, that she had 5 days **"to meet your obligations as Trustee of the Union"** failing which she would be removed as Trustee by court action.
- [25.] Natania Johnson gave evidence at the trial and was subject to cross examination. During her evidence she referenced the audit report and the findings of the auditor. George Watson, the auditor/accountant, was not called to give evidence at the trial.
- [26.] Ms. Johnson indicated that the Executive members of the Union have to pay their monthly membership dues over the counter because they are not employees of BAIC or BTVI, and as a result they are not afforded the privilege of salary deductions. She described the process for the payment of dues by the Executive members. I set out below her evidence:

The treasurer has an obligation as per his duty in the constitution for him to go and make that deposit.

Upon making that deposit, sorry. So in the meeting I give you my cash.

Treasurer gives you a receipt.

The treasurer would give that particular executive member a receipt right there, right then and there acknowledging that the funds were paid. Well, she whoever the treasurer is, they deposit the cash into the bank. That is correct. The cash is taken from that meeting by the treasurer solely to be deposited to the bank account.

Normally the treasurer signs I alongside myself. So usually the treasurer and the General Secretary signs the receipt.

Payment of dues by executives and people hand over their cash in the presence of each other.

It has not been on the agenda per se, but it is, it isn't, it wasn't. It's an instruction and it's something that is obligated to do in within that meeting.

- [27.] Ms. Johnson further explained under examination in chief that once the Treasurer goes to the Bank to make the deposit he was to return with a copy of the deposit receipt for her to keep as General Secretary; but this was never done.
- [28.] When asked if any dues were paid at the Executive Council meeting on 7 February 2025, Ms. Johnson replied that no dues were paid. She also acknowledged that no receipts were exhibited to any of her Affidavits filed in the proceedings.
- [29.] During cross-examination, Ms. Johnson confirmed that she was appointed as General Secretary and was not elected to the post. She recalled her appointment being in April 2023. When pressed about a meeting of the Executive Council held on 24 September 2024, which meeting purportedly removed her as General Secretary, Ms. Johnson stated that when the meeting concluded Mr. Beckford **"attempted to table an item"**. She insisted that **"an attempt was made, however, like I said, a motion was not put forward due to the fact that the meeting had concluded"** and she and the President left the meeting. It was also her evidence that if there was a vote to remove her as General Secretary it occurred in her absence and that of the President, Linda Sands.
- [30.] Mr. Sidney Collie, Counsel for the Defendants, pressed Ms. Johnson about the meeting held on 24 September 2024 and questioned her authority to act after that meeting in the role as General Secretary of the Union.
- [31.] The minutes of the meeting of 24 September 2024, which are exhibited to the Supplemental Affidavit of Phillippa Dixon filed on 10 February 2025, notes that Mr. Beckford asked the President if he can put a motion to the floor, to which she said, **"go ahead Mr. Beckford"**. The minutes then go on to say the following:

A vote was moved by Vice President Dave Beckford seconded by Trustee Ivy Minns to remove Secretary General Natania Johnson of the Bahamas General Workers Union effective immediately. The vote was unanimously voted for to have Mrs. Natania Johnson removed and passed. The Motion was adopted.

N. Johnson: "Do whatever you all have to do expeditiously if you'll think you can move me."

L. Sands: If you'll move Johnson you have to move Dixon too because both were appointed.

- [32.] Ms. Johnson insisted that she and the President, Linda Sands, walked out of the meeting of 24 September 2024 and that she was not notified after that meeting that she was dismissed as Secretary General.
- [33.] When asked by Mr. Sidney Collie why the President Linda Sands was not in the Court room, Ms. Johnson confirmed that Ms. Sands died in March 2026 and that she is the acting President of the Union.
- [34.] Counsel for the Defendants also pressed Ms. Johnson on the meeting held on 7 February 2025 when she and the President, Linda Sands, appeared, and if that meeting had a quorum. She said "[b]ased on the nature, I would say we did, we would have sent out the notice. And again, like I said, Miss Minns did not attend the meeting. She was the last executive member". After further questioning on the quorum, Ms. Johnson agreed that there was no quorum "in a sense". I set out below the further exchange during cross examination:

Q: I I'm, I'm saying that this meeting of the 7th of February, 2025, at which you and the President were present and at which Loretta Tomlinson and Kevin Moxey were appointed trustees was unconstitutional for two reasons.

You had already been dismissed and there was not a quorum under the provisions of the union.

A: I do not agree entirely.

Q: You do not agree entirely.

You agree that there was not a quorum, OK.

A: I agree to that, but I was not dismissed. I disagree with that statement.

- [35.] Ms. Johnson also agreed under cross-examination that none of the minutes exhibited to her affidavits showed that the President asked for members to pay up their dues and that she received a bank receipt from the Treasurer of dues deposited to the Union's bank account.

- [36.] Mr. Sidney Collie also asked Ms. Johnson if she was present when any meeting was held to hold a secret ballot to remove any officer. She answered no and confirmed that **"we did not have a secret ballot meeting"**.
- [37.] Ms. Johnson was pressed by Mr. Collie if the President has the authority to remove an executive under the Constitution. She relied on rule 9B of the Constitution for such authority.
- [38.] When Ms. Johnson was re-examined, she said that only the President can call a meeting of the Executive Council and that she was appointed by the President, Linda Sands, to her role as General Secretary of the Union.
- [39.] Ms. Johnson when asked by Mr. Ferguson KC about certain payments by Executive Council members to the Union's Bank account, she explained that the account was closed at Commonwealth Bank around 31 August 2024, but in essence the Union could not transact any business on the account due to the Bank requesting certain documents to satisfy its compliance requirements.

The Defendants' case

- [40.] The Defendants, Dave Beckford and Brian Smith, filed an Affidavit on 30 January 2025 in opposition to the action. That Affidavit sets out the Defendants reasons for opposing the claim in this action. I set out below the critical paragraphs which are 7, 8, 9, 12, 14 and 16:

7. We do not deny that the 1st Claimant was elected Chairman of the BGWU on the 5th April, 2023. However, for reasons which shall become clear in our Affidavit herein hereafter, we do not accept her or recognize her as such. We have been advised by Counsel and verily believe that by reason of the 1st Claimant's retirement from Bahamas Agricultural and Industrial Corporation (BAIC), which took place on the 23rd June, 2023 and which became immediately effective, the 1st Claimant became functus officio as Chairman of the BGWU and thereby lost all right title, functions, responsibilities and privileges as Chairman of the Union save and except that by reason of Rule 3D of the BGWU she was entitled to a grace period of 12 weeks which expired on the 14th September, 2023.

8. By paragraph four (4) of the said Affidavit the 1st Claimant relies upon rule 9B of the BGWU Constitution that she is/was given powers to dismiss us as elected Executive Officers of the Union for what she alleges as neglect of duty, dishonesty, incompetence, refusal to carry our decisions of the Executive Council (the very Executive Council of which we are members, or for any other reasons...). Firstly, we frown upon the use of the word "President" for the reason

that the Constitution makes no provision for or contemplated a President. The Constitution uses the term "Chairman". Secondly, it is not denied that each of us received letters of dismissal as follows:-

- Mrs. Ivy Minns: Dismissal for failure to carry out (sic) duties and instructions;
- Mrs. Phillippa Dixon: Dismissal for fraud;
- Mr. Richard Johnson: Dismissal for being non-financial;
- Mr. Brian Smith: Dismissal for failure to carry out function and instructions all under the signature of Linda Sands, President.
- Now produced and shown to us are true copies of the said letters annexed hereto as exhibits "A".

The 1st Claimant is purporting to exercise powers under Rule 9B of the Union's Constitution in purportedly dismissing us. However, we have also been advised that notwithstanding the purported exercise of such power against us, we collectively as members of the Executive Council are given equal powers under Rule 8H including additional powers under Rule 11 in our favor and to declare that the powers granted to us therein nullify and or cancel out any purported power to a "President"/Chairman. We also invite this Honourable Court to construe Rule 9B ultra vires statute namely S.20(a) of the Industrial Tribunal Relations Act (IRA).

9. That as to paragraph five 5.1 of the 1st Claimant's Affidavit, we categorically deny and do not accept that Dave Beckford, Vice Chairman, has no constitutional function as alleged or at all. We invite this Honourable Court to take judicial notice of the entirety of Rule 9 and in particular the provision which provides that, *"In the absence of the Chairman, the Vice Chairman shall preside at the meetings of the Executive Council and/or the Union. The Vice Chairman shall have voting rights as a member of the Executive Council"*. We are aware that in the exercise of any of the Vice Chairman/Vice President powers never usurp the powers of the 1st Claimant.

...

12. As regards to paragraph 5.3, of the said Affidavit, we admit to the said meeting dated 22nd April, 2023, however, during the meeting, a motion was put to the floor and passed unanimously removing the 1st Claimant by the Executive Council. Now produced and shown to us are true copies of the Minutes annexed hereto as exhibit "F".

...

14. As regards to paragraph 5.5 of the said Affidavit on the situation with Phillippa Dixon, the question of her official status does not arise as she does not meet the qualification in Rule 9A of the Constitution. In addition, the said notice under the signature of Phillippa Dixon as Secretary General came about after she was duly appointed by the Executive Council on the 14th September, 2024. In the circumstances, it is not possible for her to be complicit or fraudulent. We categorically deny that there was any conspiracy by the Executive Council or members thereof and put the 1st Claimant to strict proof thereof.

**...
16. As to paragraph 6.0 pursuant to Rule 9B under the caption Vice Chairman, the 1st Defendant acted in accordance with the Constitution and chaired the meeting of the Executive Council dated 14th November, 2024. Prior to this meeting, the Executive Council duly notified the 1st Claimant out of the abundance of caution and without any obligation to do so. We did so because of the 1st Claimant's deliberate refusal to attend the previous meeting. We verily believe that her behaviour was premeditated in anticipation of bringing this frivolous law suit (sic) deliberately design to wreck the BGWU since she could not get her own way. Regarding the allegations that the 1st Claimant was dismissed, we say that LS 13 was not a dismissal letter, it clearly shows in the final paragraph where we invited her to do the honourable thing and resign.**

[41.] The Defendants, Dave Beckford and Brian Smith, swore a further Affidavit on 30 April 2026, which references the death of the first named Claimant, Linda Sands, and the consequences of her death. I highlight below paragraphs 6, 7 and 12:

6. That having regard to the untimely death of the former Chairman/President Linda Sands, we sought a written Legal Opinion from our Legal Counsel, to advise us on how the said death would effect upon the Union generally and what the Executive Council could do in accordance with the Union's Constitution to ensure that the affairs of the Union do not come to a stop. The said Legal Opinion was produced to us, a copy of which is now shown to us and annexed hereto as exhibited "A".

7. That in accordance with the said Legal Opinion, the Vice President, Dave Beckford convened a Special Meeting of the Executive Board of the Union to deal with BGWU matters.

Minutes of the meeting were kept. Now produced and shown to us is a copy of the Minutes annexed hereto as exhibit "B".

...

12. That we are advised by our Counsel and verily believe that having regard to the death of the late President/ First Claimant and the functus officio position of Natania Johnson, the sole remaining Claimant in this action, that there is now no proper case to be tried and that this matter ought to be rightly struck out as frivolous, vexatious and or an abuse of the process of the Court.

[42.] A Supplemental Affidavit was filed on 5 May 2026 by Dave Beckford and Brain Smith which shares the communications with Yolantha Yallop, the Registrar of Trade Unions, in an effort to convene nominations and elections of the officers of the Union. This matter was raised before the Court at a pre trial review held on 15 May 2026 and after hearing both parties I directed that they seek to agree a consent position in respect of the upcoming elections. The Consent Order was agreed on 4 June 2026.

[43.] Mr. Brian Smith's Affidavit filed on 22 May 2026 acknowledges that the first named Claimant is the President of the Union and that he **"agreed in the meeting [of 27 June 2023] to deposit the \$500.00 on my personal account and to make a wire transfer to Shop Stewart (sic) in Cat Island for her to distribute to the members there"**. I set out below paragraphs 3, 4 and 5 of that Affidavit:

3. That as to paragraph 3 of the said Affidavit, I agree that the First Claimant chaired the said ex board meeting of the 27th June, 2023. I have seen the minutes of that meeting taken by Phillippa Dixon, the then Assistant Secretary, exhibited to the Affidavit of the First Claimant. I do not deny that I agreed in the meeting to deposit the \$500.00 on my personal account and to make a wire transfer to Shop Steward (sic) in Cat Island for her to distribute to the members there. Because of some technical issues with the Bank, the said transfer did not take place prior to the Executive Meeting on the 27th June, 2023. I concur that as at the date of the said Executive Meeting, I had not completed refunding the total \$500.00. However, subsequently, I refunded the full \$500.00 along with my outstanding loan balance by 24th May 2024. So, it is totally false for the First Claimant to say "as of today's date he has made no effort to satisfy his commitment". Now produced and shown to me is a Excel Spread Sheet showing the replacement cheque in the sum of \$530.00 for the Christmas Bonus. I paid the Union back because the Union had paid the Christmas Bonuses on time. Exhibited as "BS1".

4. That while the First Claimant also shown on the Exhibit "BS1" is the payment schedule for all of the outstanding funds owed to the Union. In other words, instead of collecting my stipend, I left it in the Bank and authorized the Union to credit the Union's account and debit my account.

5. That while the First Claimant points her finger at my loan, which has been completely liquidated, she has closed her eyes to her outstanding unpaid loan in the sum of \$950.00, as of the date hereof. In addition, in the month of November, 2023, when the Christmas Bonuses were paid out, the First Claimant got two (2) sets of stipends, instead of one (1). To my knowledge, as Treasurer of the Union, the second stipend has not been returned. So in fact, the First Claimant owes the Union \$700.00 on her loan and \$250 on withholding an extra stipend. Now produced and shown to me is a copy of the officer's stipend report annexed hereto as Exhibit "BS2", in Exhibit "BS3" is a summary of all stipends paid to officers for November and December, 2023, along with their Christmas Bonuses. Exhibit "BS3" discloses the double payment to the First Claimant and to date it has not been returned. Now produced is Exhibit "BS3".

[44.] The Defendants, Dave Beckford and Brian Smith, gave evidence at the trial.

Dave Beckford

[45.] In his evidence, Mr. Beckford confirmed that he did not pay dues regularly and he could not remember the last time he paid dues. He in fact stated that **"he haven't paid in a while, you know."** He confirmed that he **"haven't paid in 2026"** and suggested that **"I would have paid some dues in 2025"**. He further stated when pressed under cross examination that **"I think it was about 6 months somewhere around...as I can recall, ... I paid to Brian Smith the treasurer"**. When further pressed, Mr. Beckford said he do not recall if he paid dues in 2024.

[46.] Mr. Ferguson KC asked Mr. Beckford about an entry on 10 May 2023 in the sum of \$42.00 on the Union's bank statements for the period 31 May 2023. The entry reads **"cash"**. His response was **"I don't recall because I remember at one point in time I made payments"**. He also said that he never went to the Bank to pay dues. He said further:

Secretary General Natania Johnson Yes, in the month of May 2022, I'm not sure if it was in the month of May, but I know I did make I did also made payments to the Secretary General, Natania Johnson. Yes, I should have that receipt, but I don't have it on me. I don't have it.

- [47.] Mr. Beckford confirmed that he received a stipend of \$200.00 from the Union and agreed with the entry on the bank statements for 5 May 2023 payable to him.
- [48.] During re-examination, Mr. Beckford suggested that he was likely in arrears for 12 weeks before his purported dismissal by the President of the Union. He also confirmed that when he received the termination letter of 17 December 2024 he did not challenge it and did not provide to the President any evidence that he was current with his dues.
- [49.] Mr. Beckford also was not sure if the Union kept a membership register as required by the Constitution.

Brian Smith

- [50.] During cross-examination by Mr. Ferguson KC, Mr. Smith indicated that he **"was elected Treasurer in April of 2023, so the 2022-2023 audit would have been completed with the former treasurer. I was just elected in April of 2023 and then the audit would have been needed to be submitted in June of 2023"**.
- [51.] Mr. Smith further explained that **"the union's bank account was non compliant and I was unable to get any bank statements for the auditor in order for them to complete the audit"**. He further said:

The bank required the union to have what they call a non compliant certificate.

I had requested from the late president the instructions given to myself from the bank manager and she told me that she would get in contact with the president of the Congress whom we are an affiliate of, for that compliance which apparently was never given to the bank.

The bank account was non compliant for a number of years, but you were still functioning on the We were still functioning. We were still able to sign cheques.

We were still able to deposit cheques.

- [52.] When asked if he carried out the duties in the Union's Constitution, Mr. Smith said:

Well, when it says prompt disbursements of benefits due to all members, that was difficult on my behalf because of the internal fighting.

We had members who passed, we had members who were entitled to certain benefits and because we were not all on one accord, this was not done promptly. The fighting started the minute you were elected in April 2023, shortly about a couple months afterwards.

...

My responsibility was to supply Mr. Watson with the bank statements and any supporting documents that the union would have for him to complete his report. That was my responsibility.

...

I put together a bundle of receipts and I submitted it to him [George Watson] personally by hand to his office.

...

I requested the bank statements for the year and I could not get it because the account was non compliant.

They allowed us to operate, but as far as the administrative part of the account I did not have access to.

[53.] Mr. Smith also indicated that his dues were paid from his monthly stipend of \$150.00. He said that **"start until maybe late 2023-2024 because originally we received a stipend of \$100 every three months"**. He explained that evidence of the dues for the six months of 2024-2025 was exhibited to his Affidavit.

[54.] When questioned about the quorum of the Executive Council, Mr. Smith said

The majority of the seven, we have seven elected officers.

So the practice is once there's five or more, the meeting convenes, the Constitution speaks to our members or a quorum in a membership meeting, not executive meeting, but that the practice as officers.

[55.] Mr. Smith also confirmed that the Executive Council waived the payment of dues for members over the age of 65 years and at that time it only applied to the President, Linda Sands.

[56.] Mr. Smith also disagreed that the Executive Council had the power to terminate an elected officer of the Council. He said the power to terminate only related to staff. He also suggested during cross examination that there is a procedure that must be followed to remove a member from the Executive Council. He said the following in relation to the dismissal of the Secretary General:

The Secretary General was never elected, Sir. She was appointed by the Executive Council and she was then removed by the same Council that appointed and we removed her and we removed our secretary general and

we removed her unanimously in, in the absence of the President.

- [57.] Miss Myra Russell during re-examination asked Mr. Smith if he personally received dues payments from Mr. Dave Backfoot and issued receipts. He answered **“yes, I did”**. He also stated that the issue of him and Mr. Beckford being financial never arose in any meeting of the Executive Council.

The issues for determination

- [58.] In the Claimants’ filed Statement of Facts & Issues they set out the following 7 issues:

- 1. Did the Chairman/President have the authority to dismiss Executives?**
- 2. Does the Vice Chairman/Vice President have any powers or responsibility outside of the Constitution?**
- 3. Was the Vice President or Treasurer financial in any year since elected in March 2023?**
- 4. Can an Executive who is non financial continue to be accountable as an Executive?**
- 5. Does every Executive have the responsibility to carry out their duties satisfactorily?**
- 6. What is the purpose of Rule 11 – “suspension and dismissal of members”?**
- 7. Were the dismissals appealed?**

- [59.] The Defendants identified the following 5 issues in their Statement of Facts & Issues filed on 30 April 2026:

- 1. Whether Phillipa Dixon appointment as Secretary General on 14 November 2024 by the Executive Council was a valid appointment under the constitutional powers of the Executive Council.**
- 2. Whether the purported dismissal of the entire Executive Board by the President on 18 December 2024 is ultra vires her powers under the Union’s Constitution.**
- 3. Whether the retirement of the President from BAIC on 23 June 2024 made her functus officio of the Union as such President.**
- 4. What are the powers, duties and responsibilities given to the Vice President under S. 9 of the Constitution as a result of the resignation, death or dereliction of duty of the President.**
- 5. Whether any purported meeting in the name of the Union convened by the President after her retirement,**

dereliction of duty of resignation is valid and in accordance with the letter and spirit of the Union's Constitution.

Claimants' closing arguments in summary

- [60.] The Claimants' Counsel, Mr. Ferguson KC, argued that the Constitution allows for the removal of officers whether elected or appointed by the Executive Council and further allows for the Executive Council to delegate that authority to the Chairman/President of the Union. He refers to Rule 8G which provides that the **Executive Council shall have power generally to carry on the business of the Union, and may delegate such of its power to the appropriate officer of the Union, as the Executive Council may see fit.** He argues that 8G alongside 9B empowers the Chairman to suspend or dismiss a member of the Union. Mr. Ferguson places emphasis on that portion of 9B that states that the **Chairman acting on behalf of the Executive Council, ... may suspend or dismiss any officers or members of the staff for neglect of duty, dishonesty, incompetence, refusal to carry out the decision of the Executive Council or for any other reason which it may deem good and sufficient in the interest of the Union.**
- [61.] Mr. Ferguson KC submits that **"only financial members of the Union can participate in voting or decision making in the Union ... an officer who is non financial for more than 12 weeks is not a member in good standing and unable to vote in matters which deprives the Union of proper involvements and settlement of matters which is a contravention of the general and overriding duties of Executives as established in the Constitution under Rule 9(General)".**
- [62.] He arrives at this submission by a reference to Rule 3(3)(d) of the Constitution which states that a **"member shall be deemed to be non-financial when he/she is twelve (12) weeks in arrears of dues, ..."**.
- [63.] On the evidence, Mr. Ferguson KC asserted that Mr. Beckford was non financial **"prior to be elected in March 2023 up to [his] dismissal on December 17, 2024, despite being provided a \$200 stipend per month and Christmas bonus of \$150 per year..."**. He posited that Mr. Beckford's election as Vice President was void because he was not financial during the nomination and election of March 2023.
- [64.] Mr. Ferguson KC also argued that the receipts of payments made by Mr. Beckford are suspicious in large part because they could not be paid in a meeting of the Executive Council as only one meeting was held on 14 November 2024 when such payments could be made. The receipts in question are dated 1 and 14 November 2024, 21 June 2024 and 18 July 2024.

- [65.] Similar arguments were advanced in respect of the payment history of Mr. Smith. Mr. Ferguson KC stated in his written submission that Mr. Smith was **“non-financial ... [because] there was no evidence that he ever paid the entrance fee or the initial dues at the nomination nor is there evidence that the Executives Council waived this requirement”**.
- [66.] In respect of the other Defendants who elected to not give evidence during the trial, Mr. Ferguson KC advanced the argument that they must be taken to agree with the claims in the amended originating application.
- [67.] In summing up his arguments, Mr. Ferguson KC urged the Court to find that based on the evidence that no dues were paid by the Defendants and thereby that the Court should grant the declarants sought by the Claimant.

Defendants’ closing arguments in summary

- [68.] Mr. Collie on behalf of the Defendants commenced his closing submissions by submitting that the Court should reject the Declarations as at 9.1, 9.7, 9.8 and 9.9 because no evidence was led by the Claimant.
- [69.] Mr. Collie also challenged the evidence of Natania Johnson, the sole witness for the Claimants, in her inability to produce any receipts to the Court for the payment of dues.
- [70.] The Defendants submitted that the Chairman/President does not have the authority to **“arbitrarily dismiss any member if she deems the member to be in arrears of paying dues”** and that such **“purported dismissal is void ab initio as a breach of the Constitution and the rules of natural justice”**. Mr. Collie’s argument is that there was no evidence before the Court to prove that the Defendants were non-financial and that any such dismissal can only be carried out by the Executive Council.
- [71.] In respect of the purported cancellation of the Union’s Certificate of Registration, Mr. Collie argued that there was no evidence adduced during the trial of any threatened cancellation and that the declaration sought is misconceived.
- [72.] In summing up his submissions, Mr. Collie stated that all of the declarations and orders sought in the action should be dismissed as having been “unproven, unsubstantiated, misconceived” and that the Claimants did not meet the burden placed on them.

Law and Analysis

- [73.] Based on the evidence before me, I deem the first paramount issue to be a review of the Union’s Constitution and the scope of the powers of the Chairman and the Union’s Executive Council.

The approach to construe the Union's Constitution

- [74.] To construe the provisions of the Union's Constitution does not require a legalistic approach. In construing the Constitution I must approach that task with a degree of flexibility to accord and achieve the intention and purpose of the rules. This is the approach applied by the Bahamian Court (see **Alexander Burrows Jr. and Ors. v John Pinder (In his Capacity as Director of Labour) and Ors** 2020/PUB/jrv/0003 and **Zane Lightbourne v The Bahamas Union of Teachers** [2024] 1 BHS J. No. 65).
- [75.] This approach is aptly described and set out in the decision of Warner J in the English High Court in **Jacques v Amalgamated Union of Engineering Workers** [1987] 1 ALL ER 621. I find it convenient to set out several paragraphs from that decision:

There was little, if any, disagreement between counsel for the plaintiff and counsel for the union as to the principles to be borne in mind when interpreting the rules of a trade union.

In *Heatons Transport (St Helens) Ltd v Transport and General Workers Union* [1972] 3 All ER 101 at 110, [1973] AC 15 at 100–101 Lord Wilberforce, speaking on behalf of an Appellate Committee of the House of Lords consisting of himself, Lord Pearson, Lord Diplock, Lord Cross and Lord Salmon, said:

'But trade union rule books are not drafted by parliamentary draftsmen. Courts of law must resist the temptation to construe them as if they were; for that is not how they would be understood by the members who are the parties to the agreement of which the terms, or some of them, are set out in the rule book, nor how they would be, and in fact were, understood by the experienced members of the court.'

(That was a reference to the members of the National Industrial Relations Court.)

In *British Actors' Equity Association v Goring* [1977] ICR 393 at 396–397 Lord Denning MR said:

'So when it comes to construing the rules, it seems to me that they should be construed, not literally according to the very letter, but according to the spirit, the purpose, the intendment, which lies behind them, so as to ensure—especially in a matter affecting the constitution—that they should be interpreted fairly, having regard to the

many interests which its constitutional code is designed to serve. In *Bonsor v. Musicians' Union* ([1954] 1 All ER 822 at 826, [1954] Ch 479 at 485–486) I went too far when I suggested that the court might hold a rule to be invalid if it was unreasonable. That was pointed out in the House of Lords in *Faramus v. Film Artistes' Association* ([1964] 1 All ER 25 at 33, [1964] AC 925 at 947). But although a rule cannot be held invalid if it is unreasonable, nevertheless, it seems to me that the courts, when called upon to construe the rules, must do all they can to construe them reasonably, fairly, broadly and liberally in the interests of all concerned in the association.'

In the same case Roskill LJ said (at 401–402):

'I confess that for myself I approach with caution any argument which involves reading or writing into a contract between an association and its members provisions which could perfectly easily have been but were not expressed had anyone thought about the problem, for it has often been said that it is not for the courts to rewrite contracts for the parties, least of all rules between a trade union and its members. On the other hand, as Lord Denning M.R. has pointed out, as often happens with rules of associations which have been evolved and amended sometimes over half a century as in this case and sometimes over much longer periods, it cannot fairly be expected that every eventuality which may occur with the passage of years will be foreseen by the draftsman of rules such as those. Like most rules these are imperfect; and, if a literal and arid legalistic construction of the language, however attractive at first sight to some lawyers, leads to results which one cannot believe the parties can have intended, a court should shrink from imposing such an interpretation upon the parties, and should, in my judgment, adopt a more sensible interpretation even though that other interpretation may require implying provisions because the parties did not express fully that which they must have intended. The rules of a trade union cannot be expected to cover every type of activity between that union and its members or between the governing body of that union and its members. The rules of a body such as this ought not, in my judgment to be too legalistically construed, and I respectfully agree on this with Lord Denning M.R.'

Lawton LJ, the third member of the court, emphasised the need to construe the rules in the light of their purpose and not to allow 'grammatical niceties' to frustrate it. That was particularly so, he said, with rules that were loosely worded (at 405–406).

When the case went to the House of Lords that tribunal went even further than the Court of Appeal had done in departing from the literal meaning of the rules. Viscount Dilhorne, in the course of his speech (with which Lord Pearson, Lord Salmon and Lord Scarman agreed) said ([1978] ICR 791 at 794–795):

'While it cannot be said that the rules are a fine example of legal drafting, I do not think that, because they are the rules of a union, different canons of construction should be applied to them than are applied to any written documents. Our task is to construe them so as to give them a reasonable interpretation which accords with what in our opinion must have been intended.'

In *Porter v National Union of Journalists* [1980] IRLR 404 at 407 Lord Diplock, with whose speech Lord Russell and Lord Keith agreed, said:

'I turn then to the interpretation of the relevant rules, bearing in mind that their purpose is to inform the members of the NUJ of what rights they acquire and obligations they assume vis-a-vis the union and their fellow members, by becoming and remaining members of it. The readership to which the rules are addressed consists of ordinary working journalists, not judges or lawyers versed in the semantic technicalities of statutory draftsmanship.'

Lord Diplock went on to quote what Lord Wilberforce had said in *Heatons Transport (St Helens) Ltd v Transport and General Workers Union* [1972] 3 All ER 101 at 110, [1973] AC 15 at 100–101. In *Porter v National Union of Journalists* [1980] IRLR 404 at 410 Viscount Dilhorne for his part said:

'In construing these rules I adhere to what I said in *British Actors' Equity Association v Goring*, namely that different canons of construction to those applied to any written document are not to be applied to the rules of a union. I regard it as our task to construe them so as to give them

a reasonable interpretation which accords with what in our opinion must have been intended. The more imprecise the language the greater may be the difficulty in deciding what was intended. I agree with my noble and learned friend Lord Wilberforce that the rules must not be construed as if drafted by parliamentary draftsmen ... ' There are, of course, in those dicta differences of emphasis and of formulation, but not, I think, differences of principle. It is to be observed that Lord Pearson and Lord Salmon agreed both with what was said by Lord Wilberforce in the *Heatons Transport* case and with what was said by Viscount Dilhorne in the *British Actors' Equity* case. The effect of the authorities may I think be summarised by saying that the rules of a trade union are not to be construed literally or like a statute, but so as to give them a reasonable interpretation which accords with what in the court's view they must have been intended to mean, bearing in mind their authorship, their purpose and the readership to which they are addressed.

- [76.] I will apply this approach as I turn my attention to the various provisions of the Union's Constitution that featured during the trial.

The power to suspend or expel an Executive Officer

- [77.] I reviewed the constitutional provisions and note that the Chairman of the Union under Rule 9(B) has the authority "**acting on behalf of the Executive Council, give instructions to the General Secretary, staff and other officers for the conduct of the Union business... He may suspend or dismiss any officers or members of the staff for neglect of duty, dishonesty, incompetence, refusal to carry out the decision of the Executive Council...**". Rule 9 under its "General" provisions note as follows:

Any officer who fails to perform his duties satisfactorily shall be dealt with by the Executive Council, or a special meeting and any officer who absents himself from three (3) consecutive meetings without a satisfactory explanation to the Executive Council shall be liable to be removed from office by the Executive Council subject to his or her right to appeal to the Annual or Special General Meeting.

- [78.] Rule 11 of the Constitution makes it clear that the power to suspend or expel members vest in the Executive Council and not the Chairman. That Rule states very clearly that "**[t]he Executive Council shall have the power to suspend or expel any member who in their opinion shall have been guilty of any of the**

following forms of conduct ...". I also note that Rule 12 empowers **"the majority of members attending any special meeting called for that purpose"** to remove an Executive Council member from office.

- [79.] On its face, it may appear to be a conflict between the language employed in Rule 9(B) as to the Chairman's powers and the general section of Rule 9. Rule 9(B) appears to vest in the Chairman of the Union the power to **"suspend or dismiss any officers or members of the staff..."**. However, the general provision vests the power in the hands of the Executive Council and not the Chairman. I further note that the beginning sentence of Rule 9(B) states that **"[t]he Chairman acting on behalf of the Executive Council, give instructions to the General Secretary, staff and other officers for the conduct of the Union business..."**. This, in my mind, can only mean that the Chairman acts with the consent of the Executive Council. The Chairman does not have the authority acting alone to suspend or dismiss any officer or member of the Union.
- [81.] It is also my view that the Constitution intended that the powers of the Executive Council be exercised by the majority of the members of the Council. By employing the words, **"[t]he Chairman acting on behalf of the Executive Council"**, can only mean that the Chairman acts after a decision is made by the majority of the members of the Executive Council. That decision of the Executive Council should reflect the wishes of the majority of the members of the Executive Council.
- [82.] The Constitution sets out the members of the Executive Council as at Rule 9A. It is a body comprised of 8 members: the Chairman, Vice Chairman, Secretary General, Treasurer, two Trustees and two Executive Board Members.
- [83.] This view that the power is vested in the Executive Council is fortified by Rule 11. That Rule leaves no room for ambiguity. It makes it very clear that the power to suspend any member (not staff of the Union, a clear distinction from Rule 9) is vested in the Executive Council. However, that power is curtailed by Rule 12 as to the process for removal, that is expulsion from the Union.
- [84.] Rule 12 of the Constitution requires a special meeting to be **"called for that purpose in accordance with this Constitution"** and it places the power of removal of any or all of the Executive Officers in the hands of the majority of the members. The removal must also be by secret ballot.
- [85.] Rule 8 of the Constitution addresses the Union's Executive Council. It states very clearly that the **"Executive Council shall do its best to attain the objects of the Union, and shall protect the funds of the Union against extravagance or misappropriation"**. Rule 8A. and 8H. provide:

"A. The government of the Union and all Branches in the periods between Annual General Meetings and the

conduct of the Union's business shall be vested in the Executive Council.

H. The Executive Council may discipline any member who has proved to the satisfaction of the Executive Council, to have been guilty of conduct, prejudicial to the interest of the Union. The discipline may take the form of a reprimand, suspension or expulsion from the Union. Any member so disciplined, shall have the right of appeal to the Annual or Special Meeting whose decision shall be final”.

- [86.] It is my view and I so hold that the Constitution intended to vest the power to suspend or expel an Executive Council officer in the hands of the Executive Council and not the Chairman. The Constitution grants unto the Chairman the power to act and to carry out the functions on the authority of the Executive Council. That is, the Chairman cannot act alone but must act with the consensus of the Executive Council. The Chairman chairs the Executive Council comprised of the Union's officers set out in Rule 9.
- [87.] I am also assisted in this view by the clarity of the power vested in the Executive Council by virtue of Rule 11. That Rule is headed – **Suspension and Expulsion of Members** – and therefore it is a general power which suggests on the principles of interpretation should be afforded greater weight.
- [88.] I further note that Rule 9(B) uses the word “**dismiss**” and not expel. That also in my view is an important distinction. The power to suspend or dismiss in Rule 9(B) is only in relation to the staff of the Union and **NOT** the members of the Executive Council.
- [89.] Furthermore, Rule 11 is not intended and was not designed to address suspension or expulsion of a staff (as opposed to an executive council member) of the Union. That is vested and set out in Rule 9B of the Constitution.
- [90.] I must also address Rule 9 general provision because on its face it allows the Executive Council or a special meeting to remove an Executive Council officer if he “**absents himself from three (3) consecutive meetings without a satisfactory explanation to the Executive Council**”. It is my view, the general provision in Rule 9 vests the power in the Executive Council and not the Chairman. However, if the Executive Council decides to remove that officer, that is, suspend or expel that officer, it must invoke Rules 11 and 12 of the Constitution, when it seeks to expel the Executive Council member it must have a secret ballot.
- [91.] I am of the following views and arrive at the following conclusions as to the manner intended to remove by expulsion and/or suspension a member of the Executive Council:

- (a) The Union's Chairman does not have a power to suspend or expel a member of the Executive Council.
- (b) The power to expel a member of the Executive Council vest in the general membership of the Union as required by Rule 12 and by secret ballot.
- (c) The power to suspend a member vest in the Executive Council and not the Chairman of the Union.
- (d) The power to suspend or dismiss a staff of the Union vests in the Executive Council.
- (e) The General clause in Rule 9 along with Rules 11 and 12 are the governing clauses in the Constitution that set out the powers of suspension and expulsion and the process to achieve an expulsion of a member of the Executive Council.

[92.] There was no evidence adduced during the trial of a special meeting being called of the members of the Union to expel the Vice Chairman, Treasurer or any other member of the Executive Council. I therefore find that the process as required by the Union's Constitution was not followed by the then President and therefore it follows that the purported expulsion by letters dated 17 December 2024 are null, void and of no effect.

[93.] I intentionally used the word "expel" in the preceding paragraph to draw a distinction between the words 'expel' and 'dismiss'. The letters dated 17 December 2024 to the five Executive Officers used the words "**dismissal**". They each set out a different basis for the dismissal. Dave Beckford and Richard Johnson were dismissed for being non-financial; Phillipa Dixon for fraud and Brian Smith and Ivy Minns for failure to carry out duties, functions and instructions. They were all dismissed "**pursuant to Rule 9(B) on page 12 of the Constitution of the Union...**".

[94.] The dismissal letters are all foul of the Constitution because, as set out above, the power to expel or suspend an Executive Office is govern by Rules 11 and 12 of the Constitution. Rule 9(B) does not apply to Executive Officers and even if it did, the power vest in the Executive Council and not the Chairman or President of the Union.

[95.] It further appears to me that Rule 11 is exhaustive as to the infractions or misconduct that the Executive Officer must be guilty of to justify suspension or expulsion from the Union. The infractions are listed as at A to K in Rule 11. None on these infractions are noted in the dismissal letters and even if they were, the process set out in Rule 12 were not carried out by the Union, rendering the dismissals defective and void.

[96.] I also deem that when the President used the word "dismissal" in the letters she did not mean suspension or expulsion. The President meant to use "dismissal" as if the Executive Officers were employees of the Union or staff members. They were in fact Executive Officers, duly elected and appointed under the Constitution, and

thereby deserved the protection afforded to them to have a secret ballot at a special meeting to determine whether they should be expelled. That right is vested in the general membership of the Union and not in the President or the Executive Council.

- [97.] I must also add that there was no evidence adduced by the Claimants during the trial that any of the infractions set out in the dismissal letters were justified. I therefore was unable to make any such finding that the alleged misconduct was committed by the Executive Officers.
- [98.] There was also no evidence adduced at the trial by the Claimants to show that the dismissal or expulsion of the Executive Officers were conducted in good faith. I already determined that Rules 11 and 12 were not strictly complied with, or in fact complied with at all. There was no evidence of due process which further renders the dismissal letters in my judgment inoperative.
- [99.] The Court of Appeal in **Kenwood Kerr & Anr. v. The Bahamas Lawn Tennis Association SCCiv App No. 36 of 2024** addressed the expulsion of members under that Association's constitution. Evans P. made the following statements at paragraphs 41 and 42 of the decision:

41. In my view, the termination or expulsion of the Appellants' membership must comply strictly with the Constitution of the Respondent and be carried out in good faith and in accordance with the principles of natural justice. The Respondent has failed to demonstrate that the termination of the Appellants' membership was effected in strict conformity with Article 8 of the Constitution. The process lacked the necessary procedural fairness and good faith. It is clear that the termination of membership was not in compliance with the rules mandated by the Respondent Constitution. Accordingly, the termination of the Appellants' membership, and that of the forty others not named in this appeal, is inoperative. In this regard, I adopt the principle expressed in Hawthorne v Ulster Flying Club and Others [1985] Lexis Citation 2427 at p. 22, where Murray J observed:

"It is well established that if a member is to be validly expelled from a club then inter alia (a) there must be an expulsion power in the rules (there is no implied power to expel), (b) the expulsion power must be exercised in strict conformity with the relevant rule and in good faith for the benefit of the club (and not for any indirect or improper motive), and (c) the principles of natural justice must be

observed in effecting the expulsion (unless expressly excluded).”

42. Further, I accept the submission of Mr. Parker, KC, that the Appellants were not issued written notice in accordance with Article 8 of the Respondents Constitution. At paragraph 89 of her judgment, the Learned Judge indicated that members in arrears exceeding one year were considered delinquent, which constituted as a ground for termination of membership. However, Article 8 expressly provides that a member’s annual membership fee that remains unpaid for one calendar month after written notification, that members’ membership ceases. There is no evidence on the record that any such notice was issued to the Appellants. Despite this, the Trial Judge concluded that Ferguson’s arrears from 2019 to 2020 were sufficient to effect termination. In my view, this was a misapplication of the governing constitutional provision. The failure of the Respondents to provide a written notice to the Appellants, as required under Article 8, rendered the purported termination of membership null and void. It follows that the Appellants continue to hold membership in the Respondent Association and has locus standi to have commenced and maintained this action.

[100.] In **Deron Adderley v The Bahamas Electrical Workers Union & Ors. 2022/COM/lab/00062** Fitzcharles J had to construe the power to suspend and expel the secretary general in the constitution of The Bahamas Electrical Workers Union. Fitzcharles J found at paragraph 20 of her Judgment, which I find to be materially relevant to the issues raised in the instant matter, that the **“basic level of fairness in the hearing process”** was not followed rendering the expulsion void ab initio. I set out below paragraphs 20, 22 and 23:

20. In my judgment, unless the general membership in convention conducted a secret ballot and thereby removed the Claimant, he was not legitimately expelled as Secretary General. Any purported expulsion of the Claimant from his position as Secretary General without following the prescribed process is void ab initio and of no effect. Moreover, while the Executive Board met with the Claimant before suspending him, there is no evidence before the Court that either the Executive Board or the Appeals Committee met with the Claimant to give him an opportunity to defend himself against his purported expulsion so as to observe a basic level of fairness in the hearing process.

22. In the circumstances, as there was no effective decision to expel the Claimant, no provision of the constitution of the Union as to an appeal was activated. I consider the decision of *Jewel Fountain v Susan Palmer et al*, 2017/CLE/gen/00824 to be particularly helpful on this point. In that case members of the executive council of the Airport Airline and Allied Workers Union purported to meet in the absence of the president and vice president of that union during which they laid charges against the president and purported to try her in her absence. The executive council found the president guilty as charged and purported to suspend her for 6 months. These actions on the part of the executive council were problematic as they did not follow the procedures laid down in the constitution of the Airport Airline and Allied Workers Union. Winder J. (as he then was) found that there were no charges properly filed with the Secretary / Treasurer by anyone as required by the constitution. They failed to observe a prescribed 10 day period before laying charges, and some of them who were complainants or accusers of the plaintiff also voted on the issue whether she should be suspended. The Court found that the defendants had blatantly flaunted constitutional provisions which existed to give effect to the two tenets of natural justice - the right to a fair trial and the rule against bias. The Court therefore found that the defendants' actions were so irregular that they were a nullity and were void ab initio.

23. In the *Jewel Fountain* case the defendants sought to argue that the Court should not interfere with the decision of the executive council and that the plaintiff should pursue her right of appeal. In support of their argument, the defendants cited the following dicta of James LJ in the case of *Hamlet v General Municipal Boilermakers and Allied Trades Union* [1987] 1 All ER 631:

"We have no right to sit as a Court of Appeal upon the decision of the members of a club duly assembled. All we have to consider is whether the notice was or was not given according to the proper rules, whether the meeting was properly convened, and whether the meeting, if properly convened, had come to the conclusion that this gentleman ought to be expelled, having before it the fact that the committee had, upon investigation of the matter, come to that conclusion, and expressed the opinion, that his conduct was such as to entitle them to call upon him to resign."

24. Winder J. considered this point of argument and stated: "[12] I am satisfied that there is nothing in Article 14(5) or any other provision of the Union's constitution which purports to oust the jurisdiction of the Supreme Court, even if it could. I find that the Defendants' argument in this regard is without merit. In any event it is only lawful decisions of the executive council from which the constitution sought to permit appeals to the general body and to which James LJ was referring. Having found as I have, that the decision to suspend the Plaintiff was a nullity, it is not a decision for which any contemplated appeal provisions would have applied." (Emphasis added).

Non payment of Union membership dues

[101.] In light of my findings above, the question of whether the Defendants did not pay the membership dues are not materially relevant. In any event, I am unable to come to a decision on this issue because of the lack of evidence adduced by the Claimants at the trial. The burden rests on the Claimants and in my judgment the burden was not discharged. Sections 82 to 84 of the Evidence Act address the burden of proof, and I set them out below:

82. (1) Whoever desires any court to give judgment as to any legal right or liability dependant on the existence of facts which he asserts, must prove that those facts exist.

(2) When a person is bound to prove the existence of any fact the burden of proof shall lie on that person.

83. The burden of proof in any proceeding at the commencement thereof lies on that person who would fail if no evidence at all were given on either side, regard being had to the pleadings and other documents filed therein; but at any time in the course of any proceeding the burden of proof may be shifted to the person who would fail, if no further evidence were given on either side.

84. The burden of proof as to any particular fact lies on that person who wishes the court to believe in its existence, unless it is provided by any law that the proof of the fact shall lie on any particular person.

[102.] The only evidence placed before the Court of a failure of the Defendants to pay the membership dues of \$7.50 per week was the audit reports of 2023 and 2024 prepared by Geroge E. Watson, a certified public accountant. Mr. Watson was not called to give evidence at the trial and therefore the Court was unable to glean the basis of the Dues Receivables and other matters in his reports.

- [103.] I note that that the Union's Constitution requires the General Secretary to "**keep a membership register and shall inform in writing any member who becomes un-financial, that he or she has become un-financial and to what extent**" (see Rule 9, General Secretary – viii.). Mr. Brian Smith confirmed that he did not receive any such letter from the General Secretary indicating that he owed any dues and was un-financial. He also confirmed that as far as he was aware the General Secretary did not maintain a membership register.
- [104.] I further highlight that a membership register was not disclosed in any of the affidavits sworn and filed by Natania Johnson, the Union's Secretary General. This leads me to conclude that it is probable that no such membership register exists. It also seems probable that the Secretary General did not send letters to members of their outstanding dues and that they were un-financial members of the Union.
- [105.] Having regard to the evidence of Dave Beckford that he did not regularly pay his membership dues, I am unable to conclude that he was non-financial at the time he was purportedly deemed "un-financial" by the President via letter of 17 December 2024. Rule 3 of the Constitution requires a member to be "**non-financial when he/she is twelve (12) weeks in arrears of dues, except in cases due to illness or where the Executive Council waive dues...**". The evidence adduced at trial by Brian Smith was that a waiver was agreed by the Executive Council for members who were 65 years and older. It seems that at the time of the waiver, only the President, Linda Sands, could benefit from it.
- [106.] The other evidence adduced at the trial was the Union's bank statements for the period May 2023 which showed an entry on 10 May designated as "**cash**" in the sum of \$42.00. Mr. Ferguson KC sought during cross examination of Mr. Beckford to suggest that he made this payment, which he refuted. This payment was also featured in the 2023 audit report with a note by Mr. George Watson that stated: "**I was only able to trace \$42.00 paid by Mr. Beckford into the bank statements from Commonwealth Bank on May 6, 2023**". Putting aside that Mr. Watson was not called as a witness, the bank statement shows an entry on 10 May in the sum of \$42.00 was cash. No reference is made on the statement as to who made it and therefore, I am unable to conclude that the payment was made by Mr. Beckford. When asked about the payment, Mr. Beckford was unable to confirm the payment. There are also no further statements in the audit report to indicate how Mr. Watson determined that the payment was made by Mr. Beckford.
- [107.] Given the state of the evidence, I am unable to conclude that Mr. Beckford made the payment on 10 May 2023 in the sum of \$42.00. The Court can only arrive at a contrary conclusion if there was credible and cogent evidence placed before the Court.
- [108.] I therefore conclude that the Claimants failed to discharge the burden on them to show that Dave Beckford and Brian Smith were non-financial members as of 17 December 2025.

The absence of the Chairman/President

- [109.] There was also the issue of the death of the President, Linda Sands.
- [110.] The Union's Constitution at Rule 9 in discussing the role of Vice Chairman makes it abundantly clear that **"in the absence of the Chairman, [the Vice Chairman] shall perform the duties of that officer and assume his or her functions and powers"**. It further provides that in the **"absence of the Chairman the Vice Chairman shall preside at the meetings of the Executive Council and/or the Union"**. Nothing can be clearer.
- [111.] Having found that the President had no authority to expel the Vice Chairman, it must follow that on her death, the Vice Chairman became the Acting Chairman of the Union in accordance with Rule 9 of the Constitution.

Conclusion and Disposition

- [112.] Having regard to the findings made above, I refuse to grant the Declarations set out at paragraphs 9.4, 9.5 and 9.6.
- [113.] The declarations set out at 9.1 and 9.2 were in substance not advanced at the trial and therefore I refuse to grant them.
- [114.] As to the declaration at 9.3 of the Amended Originating Application, there was no dispute on the evidence at the trial that executive council members must pay the membership dues as set out in Rule 4 of the Constitution. I found on the evidence and the terms of the Union's Constitution that the Chairman has no power to dismiss an executive council member if they are non-financial and therefore, I too refuse to grant this declaration.
- [115.] The declarations set out at paragraphs 9.7, 9.8, 9.9 and 9.10 were not matters that were canvassed in evidence during the course of the trial and therefore I refuse to grant them.
- [116.] I also refuse to make any of the Orders set out in the Amended Originating Application.
- [117.] In refusing to grant the declarations, I was guided by the statements made by Mr. Justice Marcus Smith in **The Bank of New York Mellon, London Branch v Essar Steel India Ltd [2018] EWHC 3177 (Ch)** (see also **IBM United Kingdom Ltd v LZLABS GmbH (a company incorporated in Switzerland) and others [2025] EWHC 998 (TCC)**):

20. The court's jurisdiction to grant declaratory relief derives from section 19 of the Senior Courts Act 1981. By CPR 40.20 the court may grant declaratory relief, whether

or not any other remedy is claimed. However, the 2018 edition of Civil Procedure ("Civil Procedure 2018") notes at §40.20.2 that claims for declarations alone are unusual, and that generally declarations are sought and granted together with other forms of relief.

21. The power to grant declaratory relief is discretionary. When considering the exercise of the discretion, in broad terms, the court should take into account justice to the claimant, justice to the defendant, whether the declaration would serve a useful purpose and whether there are other special reasons why or why not the court should grant the declaration. More specifically:

(1) There must, in general, be a real and present dispute between the parties before the court as to the existence or extent of a legal right between them. However, the claimant does not need to have a present cause of action against the defendant. A present dispute over a right or obligation that may only arise if a future contingency occurs may well be suitable for declaratory relief and amount to a real and present dispute.

(2) Each party must, in general, be affected by the court's determination of the issues concerning the legal right in question.

(3) The fact that the claimant is not a party to the relevant contract in respect of which such a declaration is sought is not fatal to an application for a declaration, provided that the claimant is directly affected by the issue. In such cases, however, the court ought to proceed very cautiously when considering whether to make the declaration sought.

(4) The court will be prepared to give declaratory relief in respect of a "friendly action" or where there is an "academic question", if all parties so wish, even on "private law" issues. This may be particularly so if the case is a test case or the case may affect a significant number of other cases, and it is in the public interest to decide the point in issue.

(5) The court must be satisfied that all sides of the argument will be fully and properly put. It must, therefore, ensure that all those affected are either before it or will have their arguments put before the court. For this reason, the court ought not to make declarations without trial. In *Wallersteiner v. Moir*, Buckley LJ said this:¹⁴ "It has always been my experience and I believe it to be a practice of very long standing, that the court does not make declarations of right either on admissions or in

default of pleading. A statement on this subject of respectable antiquity is to be found in *Williams v. Powell* [1894] WN 141, where Kekewich J, whose views on the practice of the Chancery Division have always been regarded with much respect, said that a declaration by the court was a judicial act, and ought not to be made on admissions of the parties or on consent, but only if the court was satisfied by evidence. If declarations ought not to be made on admissions or by consent, a fortiori they should not be made in default of defence, and a fortissimo, if I may be allowed the expression, not where the declaration is that the defendant in default of defence has acted fraudulently..."

(6) In all cases, assuming that the other tests are satisfied, the court must ask: is this the most effective way of resolving the issues raised? In answering that question, the court must consider the other options of resolving the issue.

[118.] I cannot end this ruling without admonishing the main players in the Union to quickly bring an end to the internal fighting that brought about the years of instability to the Union. The members should move quickly to set a date for nomination and election of officers. This is imperative if the Union is to remain relevant in serving the needs of its members.

[119.] For the reasons set out above, I dismiss the Amended Originating Application and award costs to the Defendants to be assessed by the Registrar in the absence of an agreement by the parties.

DATED the 29 day of July 2026



Raynard S Rigby KC
Acting Justice