

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

IN EQUITY

SUIT NO. E 236 OF 1988

IN THE MATTER of the Saint James
Cricket Board

A N D

IN THE MATTER of the HART CUP

A N D

IN THE MATTER of the EXCLUSION OF
JET SET SOCIAL ATHLETIC CLUB FROM
THE FINALS OF THE HART CUP.

BETWEEN ROGER SAMUELS JNR.
 (On behalf of all the members of the PLAINTIFF
 JET SET SOCIAL AND ATHLETIC CLUB)

A N D GEORGE JOHNSON 1ST DEFENDANT

A N D CECIL FLETCHER 2ND DEFENDANT

A N D THE SAINT JAMES CRICKET BOARD 3RD DEFENDANT

Mr. R. Golding instructed by Thwaites, Fairclough, Watson & Daly for the
Plaintiff.

Mr. R. MacPherson instructed by Ripton MacPherson & Co. for the 1st and 2nd
Defendants.

No appearance for the third defendant.

Heard: 20th December, 1988 and 18th January, 1989.

RECKORD, J.

THE JET SET SOCIAL AND ATHLETIC CLUB and the SEAWIND CRICKET CLUB
are members of the ST. JAMES CRICKET ASSOCIATION. They both were semi-
finalists for the Hart Cup Trophy which was won by 'JET SET' on the 7th of
August, 1988.

On the 11th of August, 1988, 'SEAWIND' complained to the Association
that one member of the team that represented 'JET SET' in the semi finals was
not eligible to participate as a player as he neither lived nor worked in the
parish of St. James.

On that same day a meeting of the Board of Control of the Association
was held and a committee was appointed for the purpose of investigating this
report.

On the 12th of August, 1988, the committee reported its findings back to the Board which ruled that the points awarded to 'JET SET' should be forfeited and be given to 'SEAWIND'.

In consequence of this JET SET CLUB through its president has filed an originating summons in this court seeking, inter alia, a declaration that the JET SET CLUB was entitled to be a finalist in the Hart Cup competition and an injunction restraining the defendants from presenting the Hart Cup Trophy until the summons for the declaration is heard.

On the 16th of November, 1988, a summons for interim injunction was filed by the plaintiff asking for five (5) separate orders and numbered (a) to (e).

When this summons was heard by me on the 20th of December, 1988, on application by counsel for the plaintiff, the summons was amended to add paragraph (f) asking for an order "Restraining the defendants, their servants or agents from presenting the Hart Cup Trophy to the purported winners of the Hart Cup finals played on the 17th and 18th of August, 1988, until a declaration has been made by this court as to the powers of the said defendants to substitute the JET SET SOCIAL AND ATHLETIC CLUB as finalist in the said competition".

During the hearing counsel for the plaintiff abandoned paragraphs (a) to (e) inclusive of the summons and based his submissions entirely on paragraph (f).

From the very outset of the hearing it was the contention of Mr. Golding that the offending player was never notified of the charges and was never given an opportunity of being heard. He submitted that the Board was under a duty to abide by the rules of natural justice and that they had not done so and that the breach of this duty was fatal to any decision they made. He referred to the rules and regulations of the Association and in particular rule xv. The JET SET CLUB was never given a copy of the charge before the meeting and no representative was present at the meeting "to hear the evidence and to defend the club."

In support of this submission Mr. Golding cited the case of Ridge v. Baldwin and others (1964) A/C P. 40. There, the House of Lords held that the decision of a watch committee which dismissed the chief constable on the ground of neglect of duty was null and void in that it was bound to observe the principles of natural justice by informing him of the charges made against him and giving him an opportunity of being heard, and that, they had not done.

In reply, Mr. MacPherson submitted that membership of the ST. JAMES CRICKET ASSOCIATION was confined to CLUBS, SCHOOLS or TEAMS and not to any individual person - see rule 12. The plaintiff in these proceedings was the president and manager of the JET SET CLUB and a member of the Board of Control of the ST. JAMES CRICKET ASSOCIATION. He was present at the board meeting when the objection was filed; he was a member of the committee appointed to investigate the claim; he was present at all times and had every opportunity of putting what case JET SET CLUB had. The Board had to act promptly as the finals was coming up shortly.

On the question of jurisdiction Mr. MacPherson submitted that the court ought not to interfere by injunction where no proprietary right are involved or right to earn a living is affected - see Halsburys' Laws of England 3rd edition page 374.

Mr. MacPherson further submitted that there was a contract between members and the club which created a personal relationship and the court ought not to interfere by injunction - see Lee v. Showman's Guild of GT. Britton (1952) 2 Q.B. 329.

Finally, Mr. MacPherson submitted that once the court finds that the Board in fact made an enquiry which was within its jurisdiction and have abided by the rules of natural justice, the decision was a domestic matter which the parties have agreed to be bound by and the court ought not to interfere as no rights of property are involved.

I have read the affidavits filed by the parties and considered the authorities cited and submissions made. I am clearly of the view that the claim filed by the JET SET CLUB is neither frivolous nor vexatious

and I find that there is a serious question to be tried. It does not appear to me that the 'audi alteram partem' rule was observed by the Board.

Having so found, I have now to consider whether the balance of convenience lies in favour of granting or refusing the relief sought. It is clear from the very nature of the action that damages would not suffice. It is clear also that if the relief sought is not granted and the presentation is allowed to be made, that the plaintiff would have no purpose in pursuing the action.

In order therefore to maintain the status quo I am of the view that the relief sought ought to be granted and accordingly make an order in terms of paragraph (f) of the summons for interim injunction as amended dated 16th November, 1988.

This order to be in force until the court otherwise orders.

The plaintiff to give the usual undertakings as to damages.

Costs to be costs in the cause.

Liberty to apply.

Dated this 18th day of January, 1989.