



[2026] JMSC Civ. 80

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

CIVIL DIVISION

CLAIM NO. SU2019CV01978

BETWEEN	ORAIN WALKER	CLAIMANT
AND	JUTA MANAGEMENT COMPANY LIMITED	DEFENDANT

OPEN COURT

Ms. Jacqueline Cummings instructed by Archer, Cummings & Co. for the Claimant

Mr. Leonard Green and Mr. Michael Palmer Jr. instructed by Chen Green & Co. for the Defendant

Heard: May 4, 2026, and June 25, 2026

Contract – Breach of Contract – Express and Implied terms in a contract

CARR, J

Introduction

[1] Mr. Orain Walker (**the Claimant**) seeks compensation in damages for breach of contract. He avers that he and the Defendant Company (**JUTA**) entered into an agreement on August 8, 2017. The agreement was subsequently breached by JUTA as they failed and/or refused and/or neglected to assign guests for the Claimant to provide taxi services and airport transfers since March 2018.

Issues

[2] The issues in the case are set out below:

- a. Whether there was a valid agreement between the Claimant and JUTA.
- b. Whether there was a breach of that agreement and if so, is the Claimant entitled to damages.

Analysis and Discussion

[3] The Claimant and the representatives of JUTA Mr. Evan Campbell and Mr. Clive Gordon's witness statements stood as their evidence in chief and they were all cross-examined.

Whether there was a valid agreement between the Claimant and JUTA

[4] The Claimant attached to his claim form and particulars of claim an agreement dated August 8, 2017, between himself and JUTA (***Exhibit 1 by agreement of the parties***). The agreement contained an intention to create legal relations on the part of both parties, and consideration in the form of payment to the Claimant for services rendered. The agreement bears the signature of both the Claimant and Mr. Clive Gordon in his capacity as Director of JUTA. Having signed the document, the parties are bound by the terms and conditions. I accept therefore that there is a valid agreement between the Claimant and JUTA.

Whether there was a breach of that agreement and if so, is the Claimant entitled to damages.

[5] The terms of an agreement may be express or implied. Express terms are those which the parties have specifically agreed and communicated, whether orally or in writing. Implied terms, by contrast, are terms which, although not expressly stated, are treated as forming part of the contract having been inferred from the parties' presumed intentions.

[6] The generally accepted principle of law is that once an agreement is reduced to writing the court will infer that the agreement sets out all the terms the parties agreed to and usually no evidence is permissible whether oral or otherwise to

contradict the terms of that agreement. There are however exceptions to this rule. The editors in Chitty on Contracts¹, explained that –

It is...open to a party to adduce extrinsic evidence to prove that the document is not the complete record of the contract. If, on that evidence, the court finds that terms additional to those in the document were agreed and intended by the parties to form part of the contract, then the court will have found that the contract consists partly of terms contained in the document and partly of the terms agreed outside of it... If on the other hand, the court finds that the document is a complete record of the contract, then it will reject the evidence of additional terms. But will do so, not because it is required to ignore the additional terms or the evidence said to prove them, but because such evidence is inconsistent with its finding that the document does contain the whole terms of the parties' agreement. No doubt, in practice, where a document is produced which appears to be a complete contract, a party will experience considerable difficulty in proving, on the balance of probabilities, that further contractual terms were agreed outside the written terms of the document. But extrinsic evidence of such terms is not ipso facto excluded.

- [7] In this instance no such evidence was adduced before this court. The terms of the agreement are therefore accepted as set out. The Claimant was described in the agreement as a contractor. The obligations of the contractor were listed in clause two. The Contract period was three years commencing on the date of the agreement².
- [8] By virtue of the definitions clause³, it is inferred that the Claimant was to transport guests on behalf of JUTA. These guests were to be transported to properties that included hotels, convention centres, attractions, among other places. Airport transfers to resorts and/or hotels were also included.
- [9] As a contractor the Claimant was to co-operate with and follow the instructions issued by the dispatcher and supervisor assigned by JUTA. When assigned to

¹ Chitty on Contracts 28th ed. Vol. 1 para. 12-096

² Clause 3 Agreement between JUTA Management Company Limited and Orain Walker dated August 8, 2017.

³ Clause 1, *ibid.*

work he was to report to the hotel at least half an hour before the scheduled pick-up time. When assigned to the hotel, the contractor was not to refuse work assigned without advising the dispatcher one hour before that he is not available for work; no work shall be assigned to the contractor until the dispatcher is advised by the contractor of his availability for work.

- [10]** To demonstrate that there was a breach of the agreement, the Claimant would have to point to a specific clause, that is express or implied that has not been met by JUTA. The averment made in the claim form is that JUTA failed and/or refused and/or neglected to assign guests for the Claimant to provide taxi services and airport transfers since March 2018.
- [11]** It is plain on the face of the agreement that there is no express term setting out the obligations of JUTA to the Claimant. There is nothing in the agreement that outlines that JUTA is to assign guests for the Claimant to provide taxi services and airport transfers.
- [12]** In cross-examination it was suggested to the Claimant that he did not have to take work that was offered to him by JUTA and he agreed that he did not. The agreement is also silent as to the process to be utilised when trips are assigned and how these assignments are to be made.
- [13]** Ms. Cummings has suggested in her oral submissions that the Claimant had an expectation of work. I agree that the agreement implied that work may be assigned to him under certain conditions such as his availability, however it does not go so far as to say that this is an obligation on the part of JUTA. Further, the agreement provides that the Claimant is a contractor and is therefore not entitled to a set monthly salary. He is only paid if he is given an assignment, which he has indicated he can refuse.
- [14]** In the circumstances therefore there is no express contractual term set out in the agreement which has been identified by the Claimant as having been breached.

- [15]** I do not find that there is any condition that the court can examine that arises by implication either. The Claimant did not outline in his claim form or particulars of claim the process by which work was to be assigned to him. It is in cross-examination that the court was made aware of a roster system for the assignment of work from the airport. There is no evidence therefore of any custom or practice that could be used by this court to infer any implied terms of the agreement.
- [16]** The Claimant in his evidence in chief focused on what he perceived as bad faith on the part of JUTA. He indicated that in or around January 2018 he noticed that he was not being assigned any tours or airport transfer jobs. He made several requests for work and made several complaints, but this was never addressed by JUTA. This he said followed his complaints about late payment for work already done.
- [17]** The witnesses on behalf of JUTA gave evidence that it was the Claimant who declined to accept work in or about February 2018. It was contended as the Claimant averred that this occurred following his complaints about late payments for work done. I accept that the Claimant made complaints about the late payments and that as a result he no longer wished to be associated with JUTA. I do not accept, therefore that JUTA deliberately refused to assign jobs to him and as such breached any terms of the agreement.
- [18]** In the circumstances I do not find that there was any term whether express or implied in the agreement between the parties that was breached. The claim for breach of contract must therefore fail and there is no need to address the issue of damages.

Orders:

1. Judgment for the Defendant.
2. Costs to the Defendant to be taxed if not agreed.