



In The Supreme Court of Bermuda
CIVIL JURISDICTION
2026 No: 248

BETWEEN:

(1) THE HON. CURTIS L. DICKINSON, JP, MP

-and-

(2) SHEA-TAI MAURICE SMITH

-and-

(3) SHEILA MAUREEN BROWN

-and-

(4) WINIFRED ROSE STEVENS

-and-

(5) JAY-LEE MAURICE SMITH

Plaintiffs

And

(1) DAWN SIMMONS

(as Chairperson of the Bermuda Progressive Labour Party)

-and-

(2) PATRICIA BASDEN

(as Secretary General of the Bermuda Progressive Labour Party)

Defendants

RULING

(Reasons)

Date of Hearing: Friday 4 September 2026

Date of Decision: Friday 4 September 2026

Date of Reasons: Thursday 10 September 2026

Plaintiffs: Mr. Delroy Duncan KC, Mr. Ryan Hawthorne (Trott & Duncan Limited)

Ex parte Application for Interlocutory Injunctive Relief – Application of American Cyanamid Principles - Originating Summons – Construction of Constitution of the Bermuda Progressive Labour Party – Powers of the Central Committee – Procedural Rules on Constitutional Amendment- Principles and Rules of Fairness and Natural Justice

RULING of Shade Subair Williams, Acting Chief Justice

Introduction

1. The role of the Court is to determine and resolve issues of law, so to do right to all manner of people and without fear or favour, affection or ill will. That is the essence of the Judicial Oath sworn by all Judges of the Court. In this case, the knock on the Court's door is a plea to resolve whether the Central Committee of the Bermuda Progressive Labour Party (the "Party" / the "PLP"), an unincorporated association, acted contrary to its Constitution, ratified by delegates on 29 January 2021 ("the PLP Constitution"), and its Bye-Laws in passing or seeking to pass, by resolution process, Addenda imposing restrictions on (i) attaining new PLP membership and (ii) eligibility of new PLP members to be selected as Delegates.
2. The ultimate question of law for this Court is whether the impugned Addenda constituted a divergence from the rules and procedures established by the PLP Constitution and Bye-Laws. That is not a political question; it is purely a question of law.
3. On Friday 4 September 2026 I granted the Plaintiffs the relief prayed on their *ex parte* summons application made on notice for interim injunctive relief in a matter commenced by an Originating Summons seeking the Court's determination on (i) the true construction of the PLP Constitution and (ii) the validity of the Addenda approved by the Central Committee of

the PLP on 24 August 2026, namely (i) the “Party Leader’s Addendum to the 2026 Membership Process Resolution” (“the First Addendum”) and (ii) the proposal that members of the PLP of less than one year’s membership are not eligible to be delegates (“the Second Addendum”).

4. Both the Originating Summons and the *ex parte* summons application were filed on 3 September 2026 and served on one Ms. Tammy J. Robinson on 4 September 2026 at 1:15pm, as per the Proof of Service shown to this Court. At the hearing I granted the Plaintiff’s application for the time of the service of the summons and supporting affidavit to be abridged, such that the service effected on the Defendants was deemed by this Court to be good and sufficient. The Defendants were also held to be the appropriate persons to defend these proceedings on behalf of all members of the PLP except the Plaintiffs, pursuant to Order 15, rule 12 of the Rules of the Supreme Court 1985 (the “RSC”).
5. The Plaintiffs’ Originating Summons and *ex parte* summons application were supported by affidavit evidence sworn by The Hon. Curtis L. Dickinson, JP, MP (“Mr. Dickinson”); The Hon. Renee Ming, JP, MP (“Ms. Ming”); Ms. Winifred Rose Stevens (“Ms. Stevens”); Mr. Jay -Lee Maurice Smith (“Mr. Smith”); Ms. Shea-Tai Maurice Smith (“Ms. Smith”) and Ms. Sheila Maureen Brown (“Ms. Brown”).
6. Having received oral and written submissions from Counsel for the Plaintiffs, I granted the injunctive relief sought by the Plaintiffs at the close of the hearing and informed Counsel that I would thereafter provide written reasons for having made the *ex parte* Order. Those reasons are contained in this Ruling.
7. As the application was made *ex parte*, the Defendants were given liberty to apply to set aside or vary any or all orders made in this Ruling on 48 hours’ written notice to the Court and to the Plaintiff. I also set this matter down for an *inter partes* mention in Chambers for Thursday 10 September 2026 at 10:30am.

The Interim Injunctive Relief Sought and Granted

8. The prohibitory injunctive relief sought and granted was to restrain the Defendants, directly or indirectly, in the following terms:

“...

(a) *implementing, applying, acting upon or giving effect to the motion styled the “Party Leader’s Addendum to the 2026 Membership Process Resolution” that was voted on by the Central Committee on 24 August 2026 (“the First Addendum”), or any*

- resolution to materially similar effect, whether or not the same has been or is hereafter adopted;*
- (b) implementing, applying, acting upon or giving effect to the motion regarding the prohibition on members of the Party that became members in the last year to be delegates that was voted on by the Central Committee on 24 August 2026 (“the Second Addendum”), or any resolution to materially similar effect, whether or not the same has been or is hereafter adopted;*
 - (c) inviting, receiving, reviewing, determining or otherwise acting upon any objection made or purportedly made under the First Addendum, or refusing, suspending, deferring or reversing the confirmation of any application for membership of the Party by reason of the First Addendum or of any such objection, otherwise than in accordance with the membership process approved by the Central Committee for 2026 and the Constitution of the Party;*
 - (d) omitting or excluding any person whose membership has been confirmed or should be confirmed from the membership records of the Party or from any certified list of members that is required under the Constitution; or omitting or excluding such a person from participation in the selection of delegates to the 2026 Annual General Conference.*
 - (e) calculating any Branch delegate entitlement upon, or certifying, submitting or using for the purposes of the 2026 Annual General Conference or any Special Delegates Conference, any membership or delegate list produced by giving effect to the First and Second Addendum;*
 - (f) Appointing any delegate in an unconstituted Branch otherwise than in accordance with Clause 6 Section IV of the Constitution;*

provided that nothing in the foregoing restrains the matters saved by the Constitution (deliberation and any lawful amendment procedure; ordinary verification of applications; disciplinary proceedings under Clause 14).”

9. The mandatory injunctive relief sought and granted was to compel the Defendants to disclose to the Plaintiffs’ attorneys, by no later than 4:00pm on Friday 11 September 2026 copies of:

- (a) the resolution approving the 2026 Membership Process and the text of that Process as approved;*

(b) the notice, agenda, minutes, attendance record and voting record of the Central Committee relating to the Addendum;

(c) the resolution or notice convening the 2026 conference and any delegate election timetable;

*(d) any objection lodged, and any standard objection form prepared, under or by reference to the Addendum.
and*

(e) a list of persons who have become members of the Party in accordance with the Constitution (disregarding the First Addendum) in the 12 months preceding 31 August 2026

10. The Defendants were also compelled to file and serve on the Plaintiffs' attorneys by Friday 11 September 2026 a sworn affidavit confirming compliance with my orders granting temporary mandatory relief in the above terms.

The Factual Evidence before the Court

11. As this application was made *ex parte*, the only evidence put before this Court was that which was filed on behalf of the Plaintiffs. For that reason, factual matters stated in this Ruling ought not to be deemed as conclusive or unchallengeable by any conflicting evidence subsequently filed by the Defendants.

The Parties

12. Mr. Dickinson is the First Plaintiff. His evidence is that he is a member of the PLP, the House of Assembly, and a declared candidate for the office of Leader of the PLP.

13. The Second Plaintiff is Ms. Smith. On her evidence, she has been a supporter of the PLP for one year. She stated that she became a member of the PLP earlier this year, having applied online on 31 August 2026 for PLP membership and having paid by credit card the \$25.00 prescription fee. Her evidence is that she resides within parliamentary constituency of Devonshire East, Constituency #11 and stated that she is a member of that Branch pursuant to Clause 3 Section II of the PLP Constitution.

14. The Third Plaintiff is Ms. Brown. Her evidence was that although she has been a supporter of the PLP for approximately 40 years, she did not become a member of the PLP until this year of 2026. She stated that on 27 July 2026 she submitted an application for PLP membership

and paid the \$25.00 prescription fee. Her evidence was that she resides within parliamentary constituency of Hamilton East, Constituency #5 and stated that she is a member of that Branch pursuant to Clause 3 Section II of the PLP Constitution.

15. The Fourth Plaintiff is Ms. Stevens. Similar to Ms. Brown's position, she is a vintage supporter of the PLP, albeit a new member. Her evidence is she has been a supporter of the PLP for approximately 54 years. She stated that on 29 March 2026 she submitted an application for PLP membership and paid a \$100.00¹ prescription fee by the online application portal. Her evidence was that she resides within parliamentary constituency of Pembroke East, Constituency #15 and stated that she is a member of that Branch pursuant to Clause 3 Section II of the PLP Constitution.
16. The Fifth Plaintiff, Mr. Smith, has been both a supporter and member of the PLP for approximately 8 years. He stated that he did not, however, renew his membership until this year of 2026. His evidence was that on 30 August 2026 he submitted a renewal application for PLP membership and used his credit card to pay the prescription fee in the sum of \$25.00, for which he received a confirmation email on 30 August 2026 at 4:18pm. Mr. Smith also stated in his evidence that his renewal application was processed and his membership was confirmed on 31 August 2026, when a member of the PLP called him at 5:08pm from phone number 703-8757 to confirm his details. He said that he was contacted again on 3 September 2026 by a member of the PLP to confirm his details. Mr. Smith's evidence was that he resides within parliamentary constituency of Sandys North Central, Constituency #35 and stated that he is a member of that Branch pursuant to Clause 3 Section II of the PLP Constitution.
17. Ms. Ming is not party to these proceedings but has supported the Plaintiffs' application with sworn affidavit evidence. Her evidence is that she is a current member of the PLP of approximately 25 years and an elected Member of Parliament for Constituency #1, St. George's North since 2017. She states in her affidavit that prior thereto she was appointed to the Senate of Bermuda in 2012 and served as a Senator until 2017 and as the Senate Leader from 2016 to 2017. She also served as the Minister for National Security from 2020 to 2022.
18. Mr. Dickinson explained in his evidence that the First Defendant, Ms. Dawn Simmons, is both the Chairperson of the PLP and its Chief Executive Officer (the "PLP Chairperson"). He stated that the Second Defendant, Ms. Patricia Basden, is the Secretary General, the Executive Administrative Officer and the custodian of the PLP's records (the "PLP Secretary General"). These officers, on Mr. Dickinson's evidence, are the officers through whom the PLP acts and receives communications.

¹ No evidence before this Court explained why the prescription fee paid by Ms. Stevens exceeded the sum paid by the Second and Third Plaintiffs.

The PLP Leadership Candidates

19. The Hon. E. David Burt, JP, MP (the “Premier” / the “Party Leader”) publicly announced that he will stand down as the Premier of Bermuda and the Leader of the PLP. In Mr. Dickinson’s evidence, he stated his belief that this will be formalised in the month of October at the 2026 Annual General Conference.
20. In February 2026, The Hon. Jason Hayward, JP, MP declared his candidacy for leadership of the PLP as did the First Plaintiff in April 2026². The PLP currently occupies a majority seat in the House of Assembly; so, the person elected as the Leader will also be appointed to the seat of Premier of Bermuda.

The 2026 PLP Membership Process

21. The 2026 PLP membership process is said to have been approved by the Central Committee earlier this year. It is said that membership is confirmed following the submission and processing of a valid membership application.
22. Mr Dickinson stated in his evidence that he believes that membership applications for this year of 2026 were received and confirmed and that the deadline for submission of those applications was 31 August 2026. Prior to the said deadline, on 24 August 2026 two motions are said to have been placed before the Central Committee, namely the First Addendum and the Second Addendum.

The Addenda

The First Addendum

23. In respect of the First Addendum, Mr. Dickinson stated at paragraph [12] of his affidavit:

“The First Addendum resolves, with immediate effect and in respect of applications for new membership, that membership shall not be automatically confirmed where an objection is submitted in relation to an applicant falling within three categories defined by reference to candidature for, or support of, parties or candidates opposed to the Party at the 2020 and 2025 General Elections, including public endorsement or criticism through social media. It provides that objections may be submitted only by the Chair, Secretary or Member of

1. The First Plaintiff deposed that a formal letter confirming that he seeks election as leader of the Party was to be submitted to the Secretary General on 4 September 2026.

Parliament of the relevant Branch; that the Party Executive shall review objections and make recommendations; that the machinery extends to applications whether or not already processed or confirmed under the 2026 Membership Process; and that the Central Committee shall determine at its meeting of 14 September 2026 whether each disputed membership should be confirmed or not approved. Its concluding paragraph resolves that it applies only to new membership applications and not to the renewal of membership by existing members.”

The Second Addendum

24. Mr. Dickinson’s evidence, at paragraph [12], was that the Second Addendum resolves that no member of the PLP of less than one year’s standing will be permitted to be selected as a Delegate of the Party.

Implementation of the Addenda

25. Providing the basis for his concern that the Addenda were implemented, Mr. Dickinson exhibited an undated extract from a chat group entitled “PLP Women’s Caucus” where the following statement appears under the name, Lauren Bell:

“As per the resolution passed at CC, all Branches will have the right to lodge an appeal against a new membership application based on three (3) specific grounds. As a result, there should be caution to adding any new persons until the Women’s Caucus can confirm that there are no official appeals that are pending a decision.”

Significance and effect of the Addenda

26. Mr. Dickinson’s expressed concern was that the removal or suspension of new members prevents those members from voting at the Branch meeting which selects the Delegates, thereby plausibly reducing the number of Delegates allocated to the Branch itself. He said that the Addendum is thus capable of altering not merely individual voting rights but the composition of the body which elects the Party Leader. At paragraph [20] of his affidavit, Mr. Dickinson set out the detail of these concerns as follows:

“The First and Second Addendum was filed one week before the 31 August 2026 deadline. Its determination date of 14 September 2026 falls after that deadline. If the First Addendum is adopted and applied, persons who have duly applied, and in some cases have already been confirmed, under the Central Committee’s own approved Process will be liable to have their membership withheld or unwound after the deadline has passed, when they can no longer cure their position; they will thereby be excluded from the certified Branch lists, from the Branch delegate arithmetic and from the delegate elections for the conference at which the

Leader, and Premier, will be chosen. The exclusionary criteria are directed at past political conduct which was lawful, and the officers empowered to object and the organs empowered to decide include persons publicly committed in the leadership contest.”

27. The Second Plaintiff, Ms. Smith, stated at paragraphs [10]-[11] of her affidavit:

“I wish to participate in the affairs of my Branch at which delegates to the 2026 Annual General Meeting Conference will be elected. If my confirmed membership is suspended or reversed, by reason of the First Addendum, I will be excluded from that meeting, I will not be counted among the financial members by reference to whom the Branch’s delegate entitlement is calculated under Clause 6, Section IV of the Constitution, and my exclusion cannot be cured after 31 August 2026, when the subscription deadline will have passed.

My concern is that there is no process by which I would know of any objection; but I would be unable to vote for a delegate at my Branch meeting, and therefore, be unable to vote in the leadership election. I specifically joined the Party this year so that I could vote in the leadership election and potentially stand as a delegate. I am therefore directly impacted by the First and Second Addendum.”

28. Similar concerns were expressed in the evidence of the other Plaintiffs, namely that of Ms. Brown, Mr. Stevens and Mr. Smith.

Document on the 2026 Annual General Conference

29. Mr. Dickinson exhibited to his evidence an undated document entitled Annual General Conference (the 2026 AGC Document”) with a green-coloured logo labelled “PLP Fairer Bermuda For Us”. The 2026 AGC Document is, on its face, authored by Mr. Alexander Abbott, the Deputy Chair on behalf of the Executive Committee. In the opening paragraph of the 2026 AGC Document it reads:

“Be it resolved by the Central Committee (CC) of the Bermuda Progressive Labour Party, the following rules and deadlines for the 2026 Annual General Conference, in accordance with the Constitution & Bye-Laws, be approved...”

30. The 2026 AGC Document envisages that the convening date for the Annual General Conference will be 28-30 October 2026. Membership Registration is said to close on 31 August 2026 and it is stated that the membership lists are to be sent to all branches by 5pm on 6 September. The deadline date for Delegate selection meetings is listed as 14 September and 18 September is the stated deadline for submission of items to be included in the Agenda for the Annual General Conference. All Delegate submissions are, according to the 2026 AGC

Document, to be sent to the Party Office by 5:00pm. The other deadlines stated in the 2026 AGC Document are less relevant for current purposes.

The Legal Opinion

31. Trott & Duncan prepared a legal opinion dated 27 August 2026 on the lawfulness of the Addendum (“the Legal Opinion”). Mr. Duncan KC pointed out that the Legal Opinion was expressed in neutral terms, concluding that the Addenda was contrary to the PLP Constitution and thus invalid.
32. The Legal Opinion, in substance, aligns with the legal analysis underpinning Mr. Duncan KC’s written and oral submissions to this Court. For the avoidance of doubt, this Court regarded the Legal Opinion not as independent expert evidence but as a document forming part of the Plaintiff’s legal submissions to the Court.

The First Plaintiffs’ Correspondence with the Chairperson for Documents and Information

33. Mr. Dickinson’s evidence was that his Campaign Manager, Ms. McKeisha Smith, by letter dated 28 August 2026, requested from the PLP Chairperson various documents by close of business on 31 August 2026 comprising: the notice and agenda for the Central Committee meeting at which the Addendum was or is to be considered; the resolution in the form put or passed; the outcome of any vote, with the minutes, attendance record and confirmation of quorum; the resolution approving the 2026 membership process and its text as approved; the standard objection form and any objections lodged; the convening documents for the 2026 conference and the delegate election timetable; and current Branch membership figures.
34. Mr. Dickinson’s evidence was that the Chairperson responded by email on 31 August 2026 at 17:16pm stating that she was not able to provide requested information by the deadline and that she would consult with Secretary General before advising whether the requested documents would be provided and, if so, the date by which they would be disclosed.
35. By email sent on 28 August 2026, the Legal Opinion was shared with the Premier, the PLP Chairperson and the PLP General Secretary. The Premier responded by email on 31 August 2026, stating, *inter alia*, “I have reviewed the advice you provided. I do not accept its conclusion, particularly given that the Constitution expressly provides that when Conference is adjourned the Party shall be governed by Central Committee. However, this is clearly a matter which should be considered properly rather than debated by email, and I will ask the Chair to handle the Party’s response.”
36. In a same day email reply Mr. Dickinson wrote, *inter alia*: “My Campaign wrote to the Party Chairman, whom we note is copied into your email, on 25, 26 and 28 August 2026 seeking

salient information and documents pertaining to the 24 August 2026 Addendum. To date, we have had no response. We attach a copy of the letter dated 28 August 2026 for your reference. Given the urgency of this issue and the lack of response from the Party Chairman, we ask that the documents and information requested in the 28 August 2026 letter be provided forthwith and prior to scheduling any meeting between us to ensure any engagement can be meaningful.”

37. Mr. Dickinson’s evidence is that he received no further reply from the Premier or any other executive officer of the PLP. Mr. Dickinson was thus unaware as to whether the First and/or Second Addendum had been formally adopted by the Central Committee or whether it remained a motion awaiting adoption in similar or other terms. Mr. Dickinson also stated that he had no information confirming whether the meeting of the Central Committee was properly convened and quorate under Clause 8, Section IV of the Bye-Laws, or whether membership objections had already been received or acted upon. Consequently, this Court was invited to proceed on the alternative bases that (i) the Addenda was adopted and (ii) that its adoption or implementation was being threatened.

Key Provisions of the PLP Constitution

38. The PLP Constitution comprises ten Articles. The Party is also governed by a set of Bye-Laws under which there are seventeen Clauses. The relevant Articles set out, *inter alia*, the objects of the PLP, its membership, its officers, organs and the process for amending the PLP Constitution. In so far as it is relevant to these proceedings, the Bye-Law Clauses prescribe the rules for hierarchical tiers of PLP membership, the duties of PLP officers, the construct of PLP Branches, the Annual General Conference and the Special Delegates Conference. It also provides the structure of the Central Committee and defines the duties and powers of members of the Central Committee. Clauses under the Bye-Laws also cover the PLP’s disciplinary function and the PLP Constitution’s amendment procedure.

The Annual General Conference

39. The Annual General Conference (also defined as the Annual Delegates Conference under the Interpretation Section under Article I.H) is described in section I of Clause 6 as the supreme authority for the governing of the Party. Under section II the Party shall assemble in the Annual General Conference between 15 October and 15 November of each year, subject to a resolution by the Central Committee directing otherwise.

The Central Committee

40. Pursuant to Section II of Clause 8 the membership of the Central Committee shall include the Officers of the Party who, by virtue of Article V A, shall consist of the:

- (1) Party Leader;
- (2) Deputy Party Leader;
- (3) Chairperson;
- (4) Deputy Chairperson;
- (5) Secretary General;
- (6) Assistant Secretary General;
- (7) Membership Secretary;
- (8) Organiser;
- (9) Three Assistant Organisers;
- (10) Treasurer;
- (11) Assistant Treasurer and
- (12) Public Relations Officer.

41. The Central Committee also comprises:

- (13) six persons elected by the Annual General Conference;
- (14) one representative and an alternate from each Branch, only one of whom may exercise a vote in any meeting; and
- (15) four members of the Parliamentary Group, one of whom shall be a member of the Senate, one member from the Youth Wing and one member from the Women's Caucus.

42. Section IV of Clause 8 states that a quorum is formed with seven members, two of whom shall be the Officers of the Party and four of whom shall be members of the four separate Branches.

43. The duties and powers of the Central Committee are outlined under Section I and stated to include:

“

- (i) *To maintain and develop the organisation of the Party generally and to receive reports from the organs of the Party from time to time on the state of work in the same.*
- (ii) *To protect and enforce the Constitution and Bye-Laws of the Party and to take any action it deems necessary towards this end.*
- (iii) *To maintain the funds of the Party.*
- (iv) *To present to the Annual General Conference a report covering the work of the Party for the year.”*

The Delegates

44. Delegates, representing each of the Branches, are entitled to vote on the Party's leadership at the Annual General Conference. Under Article V.B the Party Leader and Deputy Leader are elected every four years at the Delegates Conference by the General Conference Delegates and the members of the House of Assembly meeting in Joint Session.
45. Pursuant to section IV of Clause 6, Delegates are elected from the Branches at Branch meetings which are called for that purpose. Section IV.A states that none of the Delegates elected from the Branches shall be Members of Parliament or of the Senate. Each Branch has one Delegate for its first twenty financial members or fraction thereof and one further Delegate for each additional twenty financial members or fraction thereof. Clause 6 also provides that each Branch must forward a certified list of its members to the Secretary General 21 days before the Annual Delegates Conference.

General Membership

46. The general members of the PLP are each assigned to a particular Constituency Branch within which votes are taken to elect Delegates who will vote on behalf of their respective Branch on the Party's leadership.

Age Requirement

47. The requirement for general membership is stated at Article IV of the PLP Constitution which provides:

"General membership of the Party shall be open to all persons eighteen years of age and over."

Subscription Fees

48. Article VII.A applies to subscriptions and finance. It provides:

"Upon joining the Party each member shall pay a subscription as hereinafter provided. The subscription shall be due and payable on or before the thirty-first day of August each year and shall be paid to the succeeding financial year in order for the member to be eligible as a delegate at an Annual General Conference or Special Delegates Conference."

49. Pursuant to section I of Clause 13 in the PLP Bye-Laws, the rate of subscription fees is determined from time to time by the Central Committee and new members, upon payment of the subscription fee within the last three-month period of a current financial year, shall also be financial for the succeeding financial year (in the case of annual subscriptions).

50. Section II applies to the status of a non-financial member of the PLP. It states:

“...

- A. *Any member whose annual subscription has not been paid by 31st August each year shall be deemed to be a non-financial member and shall not vote at Party meetings or at any Annual General Conference of the Party, or otherwise participate in the affairs of the Party in any capacity.*
- B. *Should the dues of any deemed non-financial member remain unpaid for two (2) years that person shall no longer be a member of the Party.”*

Rules on Amendment of the Constitution and Bye-Laws

- 51. Article X and Clause 18 of the Bye-Laws reserve the amendment of the Constitution and Bye-Laws to a two thirds vote of the delegates at an Annual General Conference or Special Delegates Conference upon prescribed notice.
- 52. Article X specifically applies to the amendment procedure for amendments to the Constitution. It provides:

“

- A. *This Constitution may be amended at the Annual General Conference or Special Delegates Conference, provided that any proposed amendments shall be forwarded through the Branch Secretary to the Secretary General no later than 21 days before the Conference date as resolved by the Central Committee.*
- B. *No amendment shall be made to this Constitution and the Bye-laws unless it shall have been passed by a vote of two-thirds of the delegates of the Annual General Conference and/or a Special Delegates Conference.*
- C. (i) *The Secretary General shall circulate all proposed amendments received by him to each Branch;*
(ii) *And, if any Branch shall within seven (7) days of the Conference Date give notice of intention to alter, or modify , any of such proposed amendments, and shall forward the details of the same to the Secretary General, the alterations or modifications of the proposed amendments shall also be placed on the Agenda of the Annual General Conference and/or Special Delegates Conference.*

- D. *Notwithstanding anything contained in the preceding paragraphs of this clause, the delegates may, by a majority vote of the persons present and qualified to vote at such conference, order any proposed amendment to be placed on the Agenda.*
- E. *This Constitution shall be subject to a mandatory review at intervals of every five years, or sooner, commencing from the first day of January 1987.”*

53. Section I of Clause 18 of the Bye-Laws covers the amendment process in respect of the Bye-Laws. It provides:

“

- A. *These Bye-Laws may be amended at the Annual General Conference, provided that any proposed amendments shall be forwarded through a Branch Secretary to the Secretary General:*
 - (i) *not later than the fifteenth day of September each year, or*
 - (ii) *in the event that Clause 5, Section II applies, not later than seven (7) days after receipt of any proposed amendments.*
- B. *If any branch shall within seven days of the Conference date give notice to alter or modify any of such proposed amendments and shall forward the details of the same to the Secretary General, the alterations or modifications of the proposed amendments shall also be placed on the Agenda of the Annual General Conference.*
- C. *Notwithstanding anything contained in the preceding paragraphs in this clause, the Annual General Conference may by a majority vote of the persons present and qualified to vote at same, order any proposed amendments to be placed on the Agenda.*
- D. *The Bye-Laws shall be subject to a mandatory review at intervals of every five years, or sooner, commencing from the first day of January 1987 inclusive. The Chairperson of the Research Committee shall notify the Governing body of any inconsistencies or required amendments at the following Annual General Conference of the review year.”*

The Law on Interim Injunctive Relief

54. Sections 18 and 19(c) of the Supreme Court Act 1905 are the statutory source of the Court's broad discretionary powers to grant interlocutory injunctive relief on any terms it considers just or convenient. Sections 18 and 19(c) provide as follows:

Concurrent administration of law and equity

18 *In every civil cause or matter which is pending in the Supreme Court law and equity shall be administered concurrently; and the Court, in the exercise of the jurisdiction vested in it by virtue of this Act, shall have power to grant, and shall grant, either absolutely or on such reasonable terms and conditions as seems just, all such remedies or relief whatsoever, whether interlocutory or final, as any of the parties thereto may appear to be entitled to in respect of any and every legal or equitable claim or defence properly brought forward by them respectively, or which appears in such cause or matter, so that as far as possible all matters in controversy between the said parties respectively may be completely and finally determined, and all multiplicity of legal proceedings concerning any of such matters avoided; and in all matters in which there is any conflict or variance between the rules of equity and the rules of common law with reference to the same matter the rules of equity shall prevail.*

Rules of law upon certain points

19 *It is hereby declared that the law and practice relating to the matters mentioned in this section shall be as follows, that is to say—*

(a) ...

(b) ...

(c) *an injunction may be granted ... by an interlocutory order of the court in all cases in which it appears to the Court to be just and convenient that such order should be made; and any such order may be made either unconditionally or upon such terms and conditions as the court thinks just... ”*

The American Cyanamid Test

55. Mr. Duncan KC relied on the House of Lords decision in *American Cyanamid v. Ethicon* [1975] 1 All ER 505 where it was settled that an applicant seeking an interim injunction must show that:

- (i) the evidence before the Court discloses that there is a serious issue to be tried in the substantive action;
- (ii) damages would be an inadequate remedy for the respondent's breach of the applicant's legal rights (meaning irreparable harm would be suffered without the grant of injunctive relief);

- (iii) the balance of convenience lays in favour of the injunction being granted; and
- (iv) it is just and convenient in all circumstances to grant the injunctive relief sought.

Whether there is a serious question to be tried

56. The depth and scope of an assessment as to whether there is a serious issue to be tried will vary from case to case depending on whether the grant or refusal of interim injunctive relief proves dispositive of any application for final injunctive relief. If the grant of interim injunctive relief is, in realistic terms, of final effect, the Court will be dutybound to carefully analyse the merits of the substantive question rather than merely satisfying itself that the issues to be tried are neither frivolous nor vexatious.

57. As I previously observed at first instance in *Ernest McQueen v The Attorney General* [2026] SC (Bda) civ. (23 February 2026)³ at paragraph [48]:

58. *“That is consistent with the American Cyanamid principles as Lord Diplock’s expressly stated view was that the American Cyanamid case was never decided in such a way to stop the Court from giving full weight to all the practical realities arising on the grant or refusal of interim injunctive relief. That is also consistent with the separate position taken by Lord Denning in the English Court of Appeal decisions where he sought to reconcile a merit-based analysis of the substantive claim with the American Cyanamid principles. Lord Denning approached cases requiring a decision (of dispositive effect) on an urgent and imperative basis as cases constituting special factors, thereby warranting an exemption from the American Cyanamid principles. Lord Denning recognised that the Court, in such cases, will be dutybound to make an estimate of the relative strength of each party’s case and in so doing, the Court may grant the injunctive relief where the prima facie test is established, even if it means virtually deciding the whole case at that stage.”*

59. In this case, the grant of the prohibitory interim relief was not entirely dispositive. The evidence before this Court suggested that the final list of PLP members was due to be sent to all branches by 5pm on 6 September; however, the evidence also suggested that the Central Committee is not due to determine disputed membership applications until its meeting of 14 September 2026. So, the effect of the interim relief granted by this Court did not, in practical

³ Decision reversed by the Court of Appeal in *Ernest McQueen v The Attorney General* [2026] CA (Bda) 5 Civ on entirely different facts involving an appeal against deportation. In lieu of the balancing exercise proposed in *American Cyanamid*, Smellie JA applied the human rights principles settled in *Ex Parte Kiarie*, *Ex Part Byndloss* [2017] UKSC 42 where the Supreme Court stated at [56] that the role of the Court is to “survey punctiliously and above all realistically, whether, if brought from abroad, their appeals would remain effective.”

terms, draw a complete end to the substantive claim as the *ex parte* Order of this Court is capable of being discharged or varied after an expedited *inter partes* hearing.

60. Notwithstanding, the question as to whether there was a serious issue to be tried required some analysis of the merits of the Plaintiffs' underlying claim.
61. Turning to what Mr. Duncan KC described as the defining authority on the issue of entryism, this Court was addressed comprehensively on the English Court of Appeal's decision in *Christine Evangelou et al v Iain McNicol (sued as representative of all members of the Labour Party except the Claimants)* [2016] EWCA Civ 817, 2016 WL 04191474. The *Evangelou* decision was of real assistance to this Court as it set out at [19]-[20] the legal framework for unincorporated associations as follows:

"19. The nature of the relationship between an unincorporated association and its individual members is governed by the law of contract:—

- (a) The contract is found in the rules to which each member adheres when he or she joins the association: see Choudhry v Tresiman [2003] EWHC 1203 (Comm) at [38] per Stanley Burnton J.*
- (b) A person who joins an unincorporated association thus does so on the basis that he or she will be bound by its constitution and rules, if accessible, whether or not he or she has seen them and irrespective of whether he or she is actually aware of particular provisions: John v Rees [1970] 1 Ch 345 at 388D – E; Raggett v Musgrave (1827) 2 C & P 556 at 557.*
- (c) The constitution and rules of an unincorporated association can only be altered in accordance with the constitution and rules themselves: Dawkins v Antrobus (1881) 17 Ch D 615 at 621, Harington v Sendall [1903] 1 Ch 921 at 926 and Re Tobacco Trade Benevolent Society (Sinclair v Finlay) [1958] 3 All ER 353 at 355B – C.*

20. Because the nature of the relationship between an unincorporated association and its individual members is governed by the law of contract the proper approach to the interpretation of the constitution and rules is governed by the legal principles as to the interpretation of contracts, and is a matter of law for the court. The approach is thus that set out in cases such as Chartbrook Ltd v Persimmon Homes Ltd [2009] UKHL 38, [2009] 1 AC 1101 at [14], Arnold v Britton [2015] UKSC 36, [2015] AC 1619 at [15] and [18], and Marks and Spencer PLC v BNP Paribas Security Services Trust Co (Jersey) Ltd [2015] UKSC 72, [2015] 3 WLR 1843 . The intentions of the parties to a contract will be ascertained by reference to what a reasonable person having all the background which would have been

available to the parties would have understood the language in the contract to mean, and it does so by focusing on the meaning of the words in the contract in their documentary and factual context.”

62. Mr. Duncan KC submitted there were five independent grounds for establishing a serious question for trial:

1. Want of power of the Central Committee to admit, vet or confirm new members;
2. Unlawful amendment by resolution;
3. Unlawful removal of members’ rights to be selected as a Delegate
4. Retrospectivity and Incoherence;
5. Breach of natural justice;

63. All five of these grounds are addressed by the Plaintiffs’ overarching proposition that the extent of the Central Committee’s powers was to enforce the Constitution and Bye-Laws rather than to make any of the fundamental changes which were proposed by the Addenda.

Issue of Want of Power and Unlawful Amendment by Resolution

64. The Plaintiff’s position is that a legitimate concern about entryism is insufficient; such a legitimate concern must be fortified by governing rules. Mr. Duncan KC referred this Court to the following passage from the judgment of Joyce J in *Harrington v Sendall* [1903] 1 Ch 921 at [926]:

“But it is contended that there must be an inherent power in general meetings, by a numerical majority of the members for the time being present to alter the rules either in any manner they may think fit, or, at all events, within certain limits that have not been precisely defined. For this proposition, however, nothing that can really be called an authority has been cited. Indeed, so far as there can be said to be authority upon the subject, and, as I think, upon principle, there is no more inherent authority in the members of the club by a majority in general meeting to alter the rules against the wishes of a minority than there is in the members of any other society or association the constitution of which depends upon and is matter of contract—there being as there is here a written contract expressing the terms upon which the members associate together. In my opinion, there is no power in the majority of the members to alter those terms and the constitution of the club as they may think fit, when such a power forms no part of the written contract by which the members are bound.”

65. The changes proposed on the Addenda to the approval process for new general membership available to resident citizens were materially different from the simple age qualification prescribed by Article IV of the PLP Constitution and the subscription fee payment required under Article VII.A.

66. The First Addendum purported to extend eligibility for new membership by introducing a procedure allowing for an objection by any person to be submitted to the PLP Chairperson, the PLP Secretary General or the Member of Parliament of the relevant Branch, so long as any such objection was grounded on an allegation that the membership applicant was either a candidate for or a supporter of parties opposed to the PLP at the 2020 and 2025 General Elections. This expressly included conduct amounting to public endorsement or criticism through social media.
67. The effect of any implementation of the First Addendum would have been to create a new process whereby (i) the Party Executive would review the objection(s) and make recommendations and (ii) the Central Committee would determine the merits of the objection(s) by approving or denying the new membership application. In my judgment, a serious issue arises as to whether the PLP Constitution and or the Bye-Laws can be properly construed to enable this procedure and whether the Central Committee is so empowered under the PLP Constitution and or the Bye-Laws.
68. The procedural provisions governing amendments to the Constitution and Bye-Laws are Article X and Clause 18, both of which are fully recited further above. Pursuant to those provisions, a two-thirds majority vote of the Delegates at an Annual General Conference or Special Delegates Conference upon prescribed notice is required. I was thus bound to find that the Plaintiff's case that the Central Committee would be acting *ultra vires* in passing a resolution to amend the Constitution and or the Bye-Laws is one which qualifies as a serious issue for trial.

Issue of Unlawful removal of members' rights to be selected as a Delegate

69. The Second Addendum purported to limit the rights of a new member by disallowing any such new member of less than one year's standing to be deemed eligible to stand as a Delegate. Similar to the position with the First Addendum, that is a material departure from the current provisions of the PLP Constitution and Bye-Laws which do not impose restrictions on the eligibility of new members who seek to be selected as Delegates on behalf of their respective Branches. That, in my judgment, was sufficient to establish a serious issue to be tried.

Issue of Retrospectivity and Incoherence:

70. Mr. Duncan KC pointed out that the First Addendum sought to govern applications which had already been processed or confirmed, thereby substituting a summary reversal procedure approved by the vote of the Central Committee. Mr. Duncan KC also submitted that the First Addendum was contradictory insofar as the final paragraph confines it to new applications

and disclaims application to existing members. However, Mr. Duncan KC highlighted that a confirmed member is, by definition, an existing member.

71. I determined that these points also established a serious issue for trial as they were neither frivolous nor vexatious.

Issue of Breach of Natural Justice

72. I was also persuaded that a serious issue for trial arose on the grounds advanced by Mr. Duncan KC's clients that the Addenda, on the evidence before me, unfairly imposed a determination date falling subsequent to the membership registration deadline. On the face of the evidence put before this Court thus far, this arguably constitutes a breach of the rules of natural justice as the objection process did not appear to allow for new member candidates to address or cure the concerns raised by the objectors. More so, the procedure did not provide for notice of the objections to be given to the affected person. On this, Mr. Duncan KC cited *Lee v The Showmen's Guild of Great Britain* [1952] 2 QB 329 where Denning LJ stated at [242]:

“Although the jurisdiction of a domestic tribunal is founded on contract, express or implied, nevertheless the parties are not free to make any contract they like. There are important limitations imposed by public policy. The tribunal must for instance observe the principles of natural justice. They must give the man notice of the charge and a reasonable opportunity of meeting it. Any stipulation to the contrary would be invalid. They cannot stipulate for a power to condemn a man unheard.”

73. In *McInnes v Onslow Fane* [1978] 1 W.L.R. 1520 the plaintiff applied to the western area council of the British Boxing Board of Control (the “Board”) to be granted a boxers-manager's licence. He sought to be heard before the Board in an oral hearing and to obtain disclosure of any prior information which might militate against a favourable recommendation. However, the Board refused his application without having given him an oral hearing, and without giving him any reasons for their refusal. Consequently, by way of Originating Summons, the Plaintiff sought declaratory relief from the Court to affirm that the Board's refusal of his application amounted to a breach of natural justice and procedural unfairness as the Board had failed to comply with this request (i) to be informed of the case against him so that he could answer it before the Board considered his application and (ii) to be granted an oral hearing.

Distinction between forfeiture cases, application cases and expectation cases

74. Presiding over the Chancery Division of the English High Court, Megarry V.-C., in *McInnes*, recognized a relevant distinction between forfeiture cases, application cases and expectation

cases, when considering whether and to what extent the Court could properly intervene to impose the principles of natural justice and fairness.

Forfeiture cases

75. In *McInnes* it is explained that forfeiture cases apply to a decision which takes away an existing right or position for a reason. It is akin to an expulsion so there is a right to have an adjudication of the allegations before an unbiased tribunal. The person who is the subject of the intended forfeiture also has the right to be given notice of the charges and allegations against him in addition to a right to be heard in answer to the charges. The law is plain on this category of cases; the rules of natural justice must be enforced in forfeiture cases.

Application cases

76. Application cases, however, refer to decisions which merely refuse to grant the applicant the right or position sought on the application. *Megarry V.-C* specified examples of the latter as applications for membership of an organisation, or a licence to perform or carry out certain acts. In application cases, there is no threat of the applicant being dispossessed of anything. Nothing is being taken away from the applicant and there will not usually be any charges to answer to, which means the applicant would not ordinarily be afforded an opportunity to be heard in answer to any charges. In these kinds of cases the question will ordinarily be one of suitability for the right or position sought so the rules of natural justice will not likely need to be observed, contrary to the position in forfeiture cases.
77. *Megarry V.-C* referred to another High Court decision in *Reg v. Gaming Board for Great Britain, Ex parte Benaim and Khaida* [1970] 2. Q.B. 417 in which the gaming board were under a statutory obligation to have regard only to a certain criterion, taking into consideration in particular the character, reputation and financial standing of the applicants. This was the exercise for the issue of certificates of fitness which was a requisite component of an application for a licence. The Court of Appeal held that the board was under a duty to act fairly which required the board to give the applicants a sufficient indication of any relevant objections raised against them to enable the applicants to meet them. However, the English Court of Appeal in *Reg v. Gaming Board for Great Britain* did not go so far as to require the board to disclose the details or the sources of the information, nor to provide any reasons for its decision-making.

Expectation cases

78. Expectation cases were described as an intermediate category, differing from the application cases in that the former refers to applicants who have a legitimate expectation that the application will be granted based on existing circumstances. The examples provided included renewal applications and applications by a person already elected or appointed to some position who seeks confirmation from some confirming authority, citing *Weinberger v. Inglis*

[1919] A.C. 606; *Breen v. Amalgamated Engineering Union* [1971] 2 Q.B. 175; and see *Schmidt v. Secretary of State for Home Affairs* [1969] 2 Ch. 149, 170, 173 and *Reg. v. Barnsley Metropolitan Borough Council, Ex parte Hook* [1976] 1 W.L.R. 1052, 1058. Expectation cases are said to be more comparable to forfeiture cases than application cases because the failure to acquire the right or position in expectation cases raises the question as to what it was which occurred or transpired to make the applicant unsustainable for renewal.

79. The *McInnes* case was of assistance to the Court for the outline of the general legal principles on the application of natural justice. However, the facts of that case were readily distinguishable from the present case. Unlike the present case, there was no statutory or other lawful right which conferred a right of entry. *Megarry V.-C* explained at [10]:

“...Here, there is no statutory or, indeed, any other true right; and certainly the refusal of a licence by no means necessarily puts any slur on the plaintiff's character. There are many reasons why a licence might be refused to an applicant of complete integrity, high repute and financial stability. Some may be wholly unconnected with the applicant, as where there are already too many licensees for the good of boxing under existing conditions. Others will relate to the applicant. They may be discreditable to him, as where he is dishonest or a drunkard; or they may be free from discredit, as where he suffers from physical or mental ill-health, or is too young, or too inexperienced, or too old, or simply lacks the personality or strength of character required for what no doubt may be an exacting occupation. There may be no “case against him” at all, in the sense of something warranting forfeiture or expulsion; instead, there may simply be the absence of enough in favour of granting the licence. Indeed, in most cases the more demanding and responsible the occupation for which the licence is required, the greater will be the part likely to be played by considerations of the general suitability of the applicant, as distinct from the mere absence of moral or other blemishes. The more important these general considerations are, the less appropriate does it appear to be to require the licensing body to indicate to the applicant the nature of the “case against him.” I think that this applies in the present case.”

80. The present case is advanced on the basis that the confirmed applicants stand in the forfeiture class attracting the fullest protection. In my judgment, this raised a serious issue for trial on the premise that the principles of natural justice must be recognized in such cases. On that footing, putting aside the *ultra vires* points, those of the Plaintiffs who are confirmed applicants would be entitled to claim an entitlement to be given notice of the objections and to be heard in answer to them.

Whether Damages would be an adequate remedy for loss

81. Mr. Duncan KC submitted at paragraph [27] of his written submissions:

“Damages are not an adequate remedy for anyone. If the Membership Addendum and the Delegate Addendum operate and are later held void, the delegate body will have been assembled, and the Leader and Premier elected, on a franchise narrowed by an invalid instrument. No money award could remedy that for the Plaintiffs, for the excluded members, or for the Party, and no re-run could undo the constitutional consequences. Conversely, the Defendants suffer no loss compensable or otherwise from being held, for a few weeks, to the membership process their own Central Committee approved; and the First Plaintiff’s cross undertaking in damages, which he offers in the usual terms, faces at most nominal exposure.”

82. I accepted this submission and the Plaintiffs’ undertaking to comply with any order this Court may make for the compensation of loss in the event that the Order of this Court or the carrying out of it causes loss to the Defendants.

Balance of Convenience

83. As I previously observed in the *Ernest McQueen* case, the Court’s ultimate aim is to ensure that justice is served in the end. If a defendant can be adequately compensated by an award in damages, then the Court will likely preserve the status quo by granting interim injunctive relief, so long as the question to be tried in the substantive action is a serious one. However, if one party and or others will suffer irremediable harm if an interlocutory injunction is refused or imposed by the Court, then the Court will necessarily take a closer look at the merits of the underlying action, as best it can in the circumstances of the application being made urgently. The purpose of that exercise is not to shortcut the trial but to assist the Court in making an Order which is balanced and likely to cause the least irremediable prejudice to the one party or the other. Such an approach yields to the analysis approved by the Privy Council in *National Commercial Bank Jamaica Ltd v Olint Corporation Ltd* [2009] UKPC 16.⁴

84. Mr. Duncan KC submitted that the interim injunctive relief sought and granted operated to preserve the status quo. The effect of the relief granted on a temporary basis was to leave the 2026 Membership process and the Delegates’ powers undisturbed in its governance by the PLP Constitution and the Bye-Laws. Had I instead refused the interlocutory relief prayed, the evidence before this Court suggests that the altered certified lists would have been put into circulation on 6 September 2026 with the determinations being made on 14 September. In my judgment, that would have been contrary to the balance of convenience.

Whether it is just and convenient in all circumstances

⁴ See paragraphs [16]-[20] of Lord Hoffman’s judgment

85. Having considered all of the factors outlined in this Ruling, I found that it was just and convenient in all circumstances to grant the interim injunction to prohibit the implementation and enforcement of the Addenda and to compel the Defendants to disclose the materials and information sought in the *ex parte* Order.

Conclusion

86. The interim injunctive relief sought on the Plaintiff's summons was granted and the first appearance for an *inter partes* hearing was fixed for 10 September 2026.

Dated this 10th day of September 2026



**HON. MRS. JUSTICE SHADE SUBAIR WILLIAMS
ACTING CHIEF JUSTICE**