

**IN THE SUPREME COURT OF BELIZE, A.D. 2004**

**ACTION NO. 198**

**IN THE MATTER** of an application for permission to apply for  
Judicial Review

**AND**

**IN THE MATTER** of decisions of the Minister of Finance and  
Home Affairs and of the Government of  
Belize, and of the Cabinet of Belize, dated  
15<sup>th</sup> July 2003

**THE QUEEN** on the Application of the  
**BELIZE PRINTERS ASSOCIATION LIMITED**  
and  
**BRC PRINTING LIMITED**

**CLAIMANTS**

**AND**

**THE MINISTER OF FINANCE**  
**AND HOME AFFAIRS**  
**THE ATTORNEY GENERAL OF BELIZE**

**RESPONDENTS**

**BEFORE** the Honourable Abdulai Conteh, Chief Justice.

Ms. Lois Young Barrow S.C. for the Applicants.  
Mr. Elson Kaseke, Solicitor General, for the Respondent.

**DECISION**

My task at the present stage of the proceedings between the parties is to decide, after perusing the document, the Contract for Services between the Government of Belize and Print Belize Ltd., whether it should be disclosed to the applicants in the substantive Motion.

2. The original judge hearing the application for the judicial review, Barrow J. (Ag), acting judge of the Supreme Court, after granting leave, next heard an application for the production of a) contract for the supply of printing services between Government of Belize and

Print Belize Ltd. and b) an inventory of assets sold to Print Belize Ltd. He then ordered that the contract be produced for his inspection in order to determine if it contained anything that on account of public interest immunity should preclude its disclosure; but refused to order the production of the Inventory of the Assets. He however, suspended his order regarding the contract, pending an interlocutory appeal by the respondent. Against that Order the respondent appealed to the Court of Appeal, which on 15 October 2004, upheld the judge's order and affirmed that the contract should be produced for the inspection of the judge or any other judge to whom the case might be assigned, and ordered that the Inventory of Assets be produced to the applicants.

3. Mr. Barrow is not now available, first, by reason of the effluxion of his assignment as a temporary judge and secondly, he is now out of the jurisdiction in the capacity of a judge in the Eastern Caribbean.
4. This was how this matter has come before me: On Friday 29 October 2004, the Registrar of the Supreme Court handed to me a sealed envelope from the Solicitor General which was said to contain a copy of the contract in question and an Inventory of Assets sold by the Development Finance Corporation to Print Belize Ltd. The latter had been ordered by the Court of Appeal on 15 October 2004 in a variation of the Order of Barrow J. (Ag) originally refusing disclosure of the Inventory of Assets to the applicants. The Solicitor General's letter to the Registrar accompanying both the contract and the Inventory of Assets came in a large brown envelope on which was printed in handwriting: "For Private Inspection by Judge".
5. I arranged a conference in Chambers on Monday, 1<sup>st</sup> November 2004 between the Solicitor General representing the respondents,

and Ms. Lois Young Barrow S.C., the attorney for the applicants. Guided by the record of the Court of Appeal in Civil Appeals Nos. 7 and 8 of 2004, and the Orders it pronounced at the conclusion of the hearing of the appeals, in the presence of the attorneys, I opened the sealed envelope and handed a copy of the Inventory of Assets to Ms. Young Barrow S.C., attorney for the applicants whose appeal against the refusal of its production by Barrow J. (Ag) was successful. I also retrieved the document entitled "Contract for Services between the Government of Belize and Print Belize" from the same envelope but did not disclose it to either side.

6. I have now had the benefit of reading carefully through the contract in private.
7. From my perusal of this contract I am left with not even the slightest impression that it contains anything that remotely warrants the veil of secrecy being thrown over it and thereby precluding its production. There is nothing in the contract, from my reading of it, that remotely or in the slightest imperils the safety, security or foreign relations of Belize or its administration or evinces how government policy is formulated: given the nature and contents of the contract I think it is most improbable that any harm would be done to the national weal by its disclosure.
8. The contract strikes me as a standard supplier of services contract, and it is headed: "**CONTRACT FOR SERVICES**". It contains from my perusal of it, no high or confidential state secret that should militate against its disclosure because of a claim of public interest immunity. I do not see anything in the contract from my careful perusal of it to convince me that it belongs to a class of documents that should, on the ground of public interest immunity, be withheld from production. There is also nothing in the contents of the contract that remotely approaches how the policy of the

Government of Belize is formulated or any other state secrets. There is nothing in it that even begins to tip the scales in favour of not disclosing it as against the scales on the side of public interest in the due and proper administration of justice by fair disposal cases.

9. Discovery and production are, in the course of litigation, necessary means to achieving fair disposal of cases as they enable parties to have access to relevant and material documents in the possession of one side or the other that will advance or refute the case of the other side. A bar to this salutary process is what is now compendiously called public interest immunity, the “Crown privilege” of old. Perhaps Barrow J. (Ag) gave due deference to the statement of the Financial Secretary objecting to the production of the contract and no doubt also, to the vigour of advocacy with which the learned Solicitor General must have pressed the point, as he usually does. In my view, the contract in question here does not even warrant bringing out the scales to weigh any possible competing claims between public interest immunity and the due and proper administration of justice.
10. From my perusal of the contract, I am satisfied it meets neither the class category nor contents category that would entitle it to the claim of public interest immunity. The accompanying index to the contract, I find, makes it read almost like a garden variety of commercial contract entered into every day albeit, in this instance, between the Government and a private entity. An examination of its 21 clauses and Annex does not in anyway diminish this view.
11. Having therefore carefully read through the contract, I do not find anything in it that would warrant withholding it from the applicants in these proceedings, for fear that disclosure of its contents might compromise or imperil the safety of the state; or hinder or impair

good public administration such as revealing evidence of the formulation of government policy or impair the friendly relations of Belize with other countries. These are some of the reasons that the omnibus claim of public interest immunity is sometimes allowed to be imposed in the path of a party to litigation blocking that party from access to documents in the hands of another, often the authorities, for fear that disclosure of the documents or their content will entail any of the perils I have mentioned. I find that none of these is present, from my close study of the contract, in this case. I find in particular, that it contains no evidence of the formulation of policy of the government that would entitle it to the opaque claim of public interest immunity that has been advanced for it, and thereby warranting withholding it from production. The withholding of this contract has not been necessary for the functioning of government; at least this is not been disclosed from reading it. I find and hold therefore, that there is nothing in this contract that would make its production injurious to public interest

12. Accordingly, I order the respondents to produce a copy of the contract to the applicants before 12:00 p.m. on Monday 8<sup>th</sup> November 2004.

**A. O. CONTEH**  
**Chief Justice**

**DATED: 5<sup>th</sup> November 2004.**