

SAINT LUCIA

IN THE COURT OF APPEAL

CIVIL APPEAL NO. 6 OF 1997

BETWEEN:

BRENDA EDWIN

Appellant

and

[1] THE SAINT LUCIA BANANA GROWERS
ASSOCIATION

[2] CALIXTE GEORGE

[3] DAVID DEMARQUE

[4] GEOFF DEVEAUX

[5] RICHARD PETERKIN

[6] MICHAEL JOSEPH

[7] OCTAVE FEVRIERE

[8] CYRUS REYNOLDS

Respondents

Before:

The Hon. Mr. Dennis Byron

Chief Justice [Ag.]

The Hon. Mr. Satrohan Singh

Justice of Appeal

The Hon. Mr. Albert Redhead

Justice of Appeal

Appearances:

Mr. Dexter V.O. Theodore for the Appellant

Mr. Alan Alexander, Q.C. for the Respondent

Mr. S. Anthony with him

1998: January 29;
June 4.

JUDGMENT

ALBERT REDHEAD J.A.

The Appellant was employed with the first-named Respondent by letter dated 8th November, 1971 from the first-named Respondent for a period of three years to the post of Accountant at a basic salary of \$3,800.00 per month. Her appointment took effect from 1st January, 1992.

The first Respondent appointed the other Respondents as members of a Committee to report on the Banana Association.

The Committee prepared a report in which it recommended that the Appellant be relieved of her duties. As a result of that report the first-named Respondent terminated the employment of the Appellant on 16th May, 1994. The Appellant brought an Originating Summons before the High Court in which she sought certain declarations viz:³ that the words complained of in the report are void, in operative and of no effect and should be expunged from the Report as being written and published in the said Report contrary to the rules of natural justice because they adversely or prejudicially affect the Appellant's interest, professional skill, competence or are likely so to do and the Committee failed.

- [i] To inform the Appellant that the words complained of had been made affecting her or were being considered by the Committee with reference to her; or
- [ii] to give the Appellant any or any fair opportunity to correct the words complained of.

In effect the Appellant is claiming damages for wrongful termination of her contract because of the breach of the rules of natural justice.

It cannot be denied that the first-named Respondent could have lawfully terminated the Appellant's contract with reasonable notice notwithstanding that her contract was for a fixed period of three [3] years. But, this must be done fairly. At the hearing of this Appeal on the 29th January, 1998 this court came to the conclusion that the termination of the Appellant's contract was in the circumstance unfair. As a result we adjourned this matter with a hope that Counsel for the Respondent would make an offer to the Appellant which would be acceptable.

This was not done as a result this court will make its own award.

Based on authorities such as:

Julie Saunders And Merlin Saunders v.St. Kitts Sugar Manufacturing Corporation [Civil Appeal No. 1 of 1993]

Waithe v Caribbean International Airways Ltd [1987 39 W.I.R.61]

Clarence Edwards v Antigua Commercial Bank [Antigua High Court Civil No. 39 of 1986]

This Appellant who was an Accountant with the first-named Respondent, we are of the view that a calculation based on 9 months salary and allowance would be a fair compensation to the Appellant in all the circumstances:-

Loss of salary for nine [9] months at \$3,800.00	=	\$34,200.00
Loss of house allowance at \$400.00 per month	=	3,600.00
Loss of gratuity 25% of aggregate basic salary for a month	=	4,860.00

		\$42,660.00

The Appellant has also claimed travelling allowance but having regard to the fact that she was not required to travel to her job because of the termination that in our view is not recoverable.

There will therefore be judgment for the Appellant against the first-named Respondent in the sum of **\$42,660.00**.

Costs to the Appellant to be taxed if not agreed.

A.J. REDHEAD
Justice of Appeal

I Concur

DENNIS BYRON
Chief Justice [Ag.]

I Concur

SATROHAN SINGH
Justice of Appeal