

SAINT VINCENT AND THE GRENADINES

IN THE HIGH COURT OF JUSTICE

CIVIL SUIT NO. 483 OF 1995

BETWEEN:

CHRISTIAN J. PHILLIPS

Plaintiff

and

KINGSTOWN MEDICAL COLLEGE LTD.

Defendant

Appearances:

Mr. J. Bayliss Frederick for the Plaintiff

Miss Rene Baptiste for the Defendant

1999:	January	21, 25
2000:	January	7

JUDGMENT

[1] **ADAMS, J:** The Plaintiff has in this matter sued the defendant for wrongful dismissal arising from an oral contract of employment whereby the plaintiff undertook to discharge the duties of Head Security Guard in the defendant company.

[2] There is no dispute that "sometime during the month of August 1993 the defendant employed the plaintiff as Head Security Guard generally to supervise the working of nine security guards on three shifts per day, guard protect duty, that is to say: 12 noon to 6 p.m., 8 a.m. to 6 p.m., 6 p.m. to 6 a.m at the Medical College compound, the student dormitory at Adams' flats, the students' dormitory at the Ferrari flats and at the Deans' Residence."

[3] I have found as a fact that a job description of the duties to be performed by the defendant was never given him and that he reported this matter to the Labour Officer Mr. Harold Fraser who supported the plaintiffs testimony in this regard, when he (Fraser) testified.

[4] I accepted the plaintiffs evidence that he was to be placed on probation for a period of three months from the date of

his employment in August of 1993.

- [5] I have taken note of the fact that no-one testified as to what the agreement was, in terms of the notice required to be given by either party to the other.
- [6] I find as a fact having regard to the evidence of Sandra Browne, and the documentary evidence provided by the pay slips put into evidence that the salary of the plaintiff was \$1,101.10 per month.
- [7] Having regard to the foregoing and in particular the fact that there was no evidence upon which I would rely to indicate what notice was required to the parties to be given each other, I conclude that one month's notice was reasonable and accordingly the defendant was entitled to one month's pay in lieu of such notice, at the least. There was no evidence from the defendant which was acceptable to me that warranted a summary dismissal.
- [8] The plaintiff as he arrived at the end of his evidence made a claim for all sorts of benefits, but led little or no evidence to support them and I have accordingly considered them to be lawless and irrational.
- [9] In my view however the manner in which the defendant summarily dismissed the plaintiff, being unlawful, he would be entitled in addition to the special damages (i.e. actual loss of earnings) referred to at paragraph (7) above, and to at least a nominal award of general damages.
- [10] In alluding to general damages for an unlawful dismissal I note that the plaintiff has not proven any loss of future earnings no evidence having been led in that regard. There was no evidence given by him as to whether at the time of the trial he was in a job or not or any such guide to what loss he may have suffered. Had he done so, the defendant would have been expected to lead evidence to the contrary or such as would tend to minimise the award of general damages.
- [11] In the premises and without reference to the Protection of Employment Act Cap 150. I award the plaintiff \$1,100.00 as special damages, the nominal sum of \$100.00 as general damages, and order that the defendant pay to the plaintiff the latter's costs to be taxed if not agreed.

Odel Adams
HIGH COURT JUDGE