

THE EASTERN CARIBBEAN SUPREME COURT
SAINT VINCENT AND THE GRENADINES

IN THE HIGH COURT OF JUSTICE
(CIVIL)

CLAIM NO: SVGHCV2014/0247

BETWEEN:

OTTO SAM

Claimant

and

THE PUBLIC SERVICE BOARD OF APPEAL

Defendant

Appearances:

Mr. Jomo Thomas with Ms. Shirlan Barnwell for the Claimant

Mr. Kezron J Walters with Mr. J'Lany Williams for the Defendant

2018: March 26th;
October, 31st

JUDGMENT

[1] Moise, M.: Before me are two applications by the claimant. One is an application for an assessment of damages and the other an assessment of costs. I will address each application in turn.

Assessment of damages

[2] The claimant was successful in his claim for judicial review **of the respondent's** decision to dismiss him from his employment with the government of Saint Vincent and the Grenadines. On 20th October, 2016 the trial judge declared that this decision was illogical, unreasonable, unlawful, arrived at in an unfair and procedurally improper manner and disproportionate. It was further declared that the claimant was unfairly and wrongfully dismissed and that he never ceased to be entitled to hold the office of head teacher in the Ministry of Education and he is and has remained so entitled. Pursuant to these declarations it was ordered as follows:

Mr. Otto Sam is entitled to:

- (a) *receive the portion of his salary which was deducted during his interdiction between 7th August, 2012 and 15th May, 2013;*

- (b) *his full pay, all increases and benefits that accrued to him and which are due and payable to him in his capacity as head teacher, benefits from the date of his dismissal on 15th May 2013, including his pension and gratuity;*
- (c) *recover damages for unfair or wrongful dismissal; and*
- (d) *interest on the said sums at the statutory rate of 6% per annum from the date of this judgment until payment.*

[3] The parties informed the court that the claimant has generally received compensation regarding **the awards outlined in (a) and (b) of the trial judge's order**, save and except for some additional sums being claimed by the claimant in his witness statement and legal submissions. This assessment relates, for the most part, to the award of damages for wrongful or unfair dismissal. The facts of the case are carefully outlined in the decision of the trial judge and in the interest of brevity I will not repeat them; except in circumstances where it is necessary to do so.

Wrongful Dismissal

[4] Prior to the delivery of this decision I considered the judgment of the court of appeal in the case of *Mc. Intyre v. the Commissioner of Police et al*¹ where Barrow JA noted that *“the effect of the declarations of illegality and unconstitutionality is that there was no effective dismissal. If **there was no dismissal there can be no damages for wrongful dismissal.**”* Conscious of the fact that there has not been an appeal against the order of the trial judge, I invited the parties to present further submissions on the issue of the damages for wrongful dismissal, given that there has been a declaration that the **claimant's** dismissal was invalid. The parties have conceded that there is to be no assessment of damages for wrongful dismissal on the premise of the decision of the court of appeal in *Mc. Intyre v. Commissioner of Police*. In the circumstances I will make no assessment under this head of damages.

Unfair Dismissal

[5] The claimant, in his legal submissions, requests damages for a broad number of reasons, including vindicatory damages and consequential losses which he incurred as a result of the loss of his employment. The defendant has argued on the other hand, that unfair dismissal is a creation of statute and that any damages under this head must be guided by the principles outlined in the

¹CIVIL APPEAL NO.20 OF 2006

Protection of Employment Act. The court was therefore referred to the decision of Barrow JA in the case of *Ray A. George v. British Virgin Islands Ports Authority*² where he states that **“unfair dismissal does not exist as a concept at common law but was created and introduced into the field of employment law by statute.”** His Lordship goes on at paragraph 18 of that decision to conclude that **“conciliation is the only “remedy” for unfair dismissal.”**

[6] At section 17 of the Protection of Employment Act for Saint Vincent and the Grenadines, it states that *“[w]here an employee alleges that he has been unfairly dismissed, the employee or any person or organization acting on his behalf may raise the issue as a dispute pursuant to Part IV.”* Part IV of the Act makes provision for a complaint to be filed with the labour commissioner in the first instance. In the event that the commissioner does not consider the matter within a period of 14 days, he is obligated to refer the matter to the Minister who in turn is to assign **the matter for consideration by a “hearing officer.”** If the complainant is not satisfied with the decision, a right of appeal exists for the matter to be considered before a tribunal, whose decision is final.

[7] On that premise, the defendant argues that damages is not a remedy for unfair dismissal. The claimant argues in his legal submissions filed on 6th April, 2018, that the present case is distinguishable. He premises this submission on the fact that the civil service procedure in Saint Vincent and the Grenadines provides for more than mere conciliation. He argues, in summary, that the procedure for summary dismissal was not complied with in the present case and, as such, this decision was reviewable by the courts because it was procedurally unfair. In that regard it is argued that **“the unfairness is an aggravating feature and the state should be reminded that this practice is frowned upon.”**

[8] However, in my view, the net effect of this statutory regime is that unfair dismissal in Saint Vincent and the Grenadines falls squarely within the ambit of what was described in the decision in *Ray A George v. the BVI Ports Authority* and other similar cases; including that of *Alicia Sardine v. RBTT*³. None of the procedures outlined in the Act were applied in this particular case. I express some difficulty in assessing damages for unfair dismissal in circumstances where the only remedy

²CIVIL APPEAL NO.28 OF 2006

³ SVGHCV2006/0520

available by the statute is that of conciliation. In fact, the provisions of section 17(2) is of particular importance and it states as follows:

17. (2) Where on a complaint made pursuant to subsection (1) the Commissioner, the Hearing Officer or the Tribunal finds that the complaint is substantiated, the employer may be ordered to:

(a) reinstate the employee if the order is appropriate and if the employer and the employee agree;

(b) re-engage the employee in work comparable to that in which he was engaged prior to his dismissal, or other reasonably suitable work; or

(c) pay severance to the employee if the employee is so entitled.

[9] The statute therefore provides for one of 3 outcomes in a case where unfair dismissal has been proven. The claimant may either be reinstated to his post, re-engaged in another comparable post or be paid severance comparable to what he was entitled to prior to his dismissal. The claimant argues that damages should be awarded by calculating the severance pay provided for in the statute. However, it is difficult to see how any of these remedies can be appropriate in the particular circumstances of this case. **Severance pay is calculated in circumstances where the employee's contract has been terminated and the relationship has been brought to an end.** This is not the case on the facts presented to the court; especially in circumstances where the dismissal has been deemed to be invalid. I agree with the claimant that the procedural unfairness found to exist by the trial judge is an aggravating factor. However, this does not militate against the fact that the specific remedies available for unfair dismissal may not be appropriate in the particular circumstances of this case. I would decline to quantify monetary damages for unfair dismissal as this is not a remedy available under the relevant statute.

Vindictory Damages

[10] The question for determination therefore is on what basis is this court to assess monetary damages given the express terms of the order of the trial judge? In his legal submissions the claimant states that **“flowing from his wrongful dismissal, the applicant is entitled to vindictory damages and actual losses suffered including injury to professional and**

personal reputation, losses incurred on insurance and investments, losses regarding his house insurance and losses incurred due to inability to service his mortgage.” As I have stated earlier in this decision, the court of appeal has already determined that damages for wrongful dismissal are not available where the court has made an order setting aside the dismissal on the basis of irrationality and unreasonableness. In any event, the damages for wrongful dismissal would normally include the payment of salaries and other entitlements which the claimant was rightfully owed. This has already been ordered by the trial judge. It would therefore be wrong in law to ground a submission for vindictory damages on the basis of wrongful dismissal, given the express order of the trial judge.

[11] Whilst I agree that the circumstances of the present case are such that vindictory damages ought to have been considered, there has been no order awarding vindictory damages to the claimant. To my mind, a distinction must be drawn between an award of damages by the trial judge on the one hand and the assessment of these damages by a master on the other. I express some doubt as to whether the master has the authority to assess damages which have not been specifically awarded by the trial judge; especially where there has been no specific order bifurcating the case in this manner. I am of the view that it would be for the trial judge to determine whether vindictory damages should be awarded prior to an assessment of the damages being made by a master. In any event, an award for vindictory damages is a remedy available where there has been a breach **of a party's constitutional rights** or a remedy available in public law claims. I doubt that it is a remedy available for wrongful or unfair dismissal as submitted by the claimant. I have no doubt that it was open to the trial judge to award vindictory damages, given that the claimant has also grounded his claim in judicial review. However, no such order was made and I am not of the view that it is an award which can be justified as a result of the findings of wrongful or unfair dismissal.

[12] In the circumstances, I would decline to make an award for vindictory damages. However, a more careful consideration of the damages claimed by the claimant ought to be made; as I am of the **view that it is clear that the trial judge envisaged that the mere repayment of the claimant's salary and emoluments was not a sufficient remedy.** Further to this, I have also concluded that some of the damages claimed by the claimant flow directly as a result of the actions of the Public Service Board of Appeal (hereinafter referred to as “the PBSA”) which the trial judge concluded were manifestly unfair.

Losses Incurred on Insurance and Investments

[13] The claimant asserts that prior to his dismissal he held a life insurance policy with Guyana and Trinidad Mutual Life Insurance with a coverage of \$200,000.00EC. The monthly premium, prior to his dismissal was \$257.33EC. Due to the loss of his income he was unable to make the monthly payments and the policy therefore lapsed. Based on his evidence, the policy has since been reinstated, but at an increased premium in the sum of \$288.33EC. The Claimant submits that he took loans from his sisters in order to assist with the monthly payments prior to him regaining employment some time in 2016. He seeks compensation for these loans as well as for the increase in the insurance premium he now pays.

[14] I agree that the claimant is entitled to compensation for the increased premium. However, I do not agree that he is entitled to repayment of the sums taken in loans to make good his premium payments prior to regaining employment. It must be observed that these premiums are payments **which would have been made from the claimant's income had he not been dismissed from his employment by the PSBA.** Given that he has been repaid this income, it would not be appropriate for the court to award an additional sum in damages to make good the payment for non interest **loans incurred to meet the claimant's basic expenses. I would therefore decline to make such an award.** I would however, award the claimant the difference in premium, as this is an additional expense he would not have incurred but for the actions of the PSBA. Given that the insurance policy has been reinstated to its previous value of \$200,000.00EC, I am of the view that this is sufficient to mitigate the losses that he may have otherwise incurred. As at 31st October, 2018 the amount paid in increased premiums was \$1,333.00EC. This is a continuing loss of approximately **\$372.00EC per annum. Given the claimant's age⁴** I would apply a multiplicand of 3 and award an additional \$1,116.00EC as a future expense which the claimant has to meet as a result of the **defendant's actions.**

[15] The claimant also states that he lost his ordinary shares with the Saint Vincent and the Grenadines **Teacher's** Cooperative Credit Union. He presents evidence to prove that the value of his shares as at April, 2014 was \$3,093.00EC. These shares were used to make good loan payments with the Credit Union which he was unable to pay as a result of the loss of his income. He argues that he

⁴ I note that the claimant has now formally retired from the public service.

would also be entitled to interest on his shares and that there was a likelihood that he would have benefited from rebate and dividend payments in the region of 3-5%. By his estimation his total loss in this investment is approximately \$30,000.00EC. In my view, the evidence is not sufficient to prove the extent of the value of his loss in interest and dividend payments as he has claimed. I will however, consider the fact that he has lost his shares and some measure of interest during this period of time and consider the grant of a nominal award to compensate for this loss. I will address the issue of nominal damages later in this decision. However, I do note that the shares were used to pay off a loan which the claimant would have otherwise had to pay from his income. The court must be careful to ensure that an award of what are special damages does not amount to double compensation.

[16] The Claimant also claims damages for losses incurred for house insurance during the period of his dismissal. Like in previous examples, I have my doubts as to whether such losses are recoverable. The evidence suggests that the house insurance lapsed in 2014, during which time there was no coverage on his home. However, given that the insurance is an indemnity against certain risks for a specific period of time, the fact that this risk did not materialize during that year means that there was in fact no financial loss and this is not recoverable since the annual premium is not now payable to the insurers. The premiums were **recommenced in 2016 as a result of the claimant's employment with the Teacher's Cooperative Credit Union.** However, it would appear from the evidence presented that the credit union, with which his mortgage was secured, ensured that the house insurance premium was paid in 2012 and 2013 by adding this payment towards his personal and mortgage loans. The letter also states that the premium for the year 2015 was paid by the credit union and is to be repaid by the claimant. I will consider the issue of damages as it relates to the increase in interest and principal on the mortgage loans which, in my view, will be sufficient to **address the losses incurred as a result of the insurance payments made on the claimant's behalf** during that period; also giving due regard to the fact that he has had his salary and emoluments returned to him.

[17] The claimant also claims damages in light of the status of his mortgage and personal loans with the **Teacher's Cooperative Credit Union.** In its letter dated 18th November, 2016, the credit union indicates that as at November, 2016 the interest accrued on the claimant's mortgage loan amounted to \$116,314.85. The loan was described as being in a very delinquent state. The letter

also indicates that for the years 2012 and 2013 the accrued interest amounted to \$884.54 **respectively. It is clear that the claimant's inability to service his mortgage has resulted in a** significant accrual of interest over the next 3 years. The principal on his mortgage loan has also increased and has seen no reduction in those years.

[18] In my view, the claimant is entitled to damages for the losses he has suffered in relation to this accrual of interest and the increase in the principal sum of his mortgage loan for this period of time. The difficulty however, is in the quantification of these losses. The purpose of compensation in such an instance would be to put the claimant in the position he would have been in had the breach of his rights in this manner not taken place. However, there would have naturally been an accrual of interest which the claimant would have had to pay off had his normal income not been taken away from him. Given that he has been repaid his income as a result of the judgment of the court, this assessment must ensure that there is no double compensation. It is difficult to calculate the precise monetary loss suffered by the claimant. I will again consider the grant of nominal damages in this instance.

[19] Before addressing the issue of nominal damages in general, I note that the claimant has also claimed damages in the sum of \$12,000.00EC in salary increases which he did not benefit from and a further \$4,800.00EC in duty allowances to which he was entitled during the period under consideration. The defendant has generally not **responded to this aspect of the claimant's witness** statement. Nothing in the submissions addresses this issue. I can see no reason to deny the claimant the compensation he claims. I would therefore award the sum of \$16,800.00 as damages for salary increases and duty allowances.

[20] Further, the claimant in his witness statements claims that he has had to undertake numerous expenses in the pursuit of this claim. Some of these include the costs of obtaining access to a computer and meals on days he had to address this matter in court. I am not of the view that this is recoverable as damages. To my mind, such factors are to be considered in an assessment of costs. I also doubt that the cost of meals and computer access are recoverable in any event.

Nominal Damages

[21] Nominal damages may be awarded in two separate circumstances. McGregor on Damages at paragraph 10-004 describes it as follows:

"Nominal damages may also be awarded where the fact of a loss is shown but the necessary evidence is not given. This is only a subsidiary situation, but it is important to distinguish it from the usual case of nominal damages awarded where there is technically liability but no loss."

[22] Therefore, nominal damages may be awarded where a loss has been proven but the evidence is insufficient to assist in quantifying this loss. As Mason J stated in the case of *Cosmos William v. The Comptroller of Customs*⁵, *"when the necessary evidence is not provided but the circumstances warrant it, it is open to the court to give consideration to an award of **nominal damages.**"* One case in which the court addressed this issue was that of *Hamilton Edward v. The Attorney General*⁶ where Phulgence J considered circumstances where the claimant was a taxi driver by profession. His minibus was deemed to have been unlawfully seized by the Comptroller of Customs. Phulgence J stated that *"Mr. Edward gave evidence that he is a taxi driver and this is not disputed. It is generally the case that minibus drivers and taxi **drivers do not issue receipts and may not have documentation to show their earnings.**"* In these circumstances the trial judge determined that there was indeed a financial loss but insufficient evidence to quantify it. A nominal award was therefore granted.

[23] In the circumstances of the present case, it is clear that the claimant suffered some financial loss from what has been determined to be the unlawful act of the defendant in dismissing him from his employment. It is clear that he lost interest and the potential for dividends on his shares, which were used to pay off a personal loan which was in a delinquent state. It is also clear that he now has to pay interest on his mortgage loan which has increased due to his inability to make good his monthly payments. As I have stated earlier, it is not open to this court to simply award damages in the sum of the interest contained in the letter dated 18th November, 2016 as this may amount to some form of double compensation, given that his salary has been returned to him. It is also not possible for the court, given the information presented, to adequately quantify the extent of this loss. In the circumstances I would award one-half of the interest contained in letter dated 18th **November, 2016 as a nominal award for the losses suffered as a result of the claimant's inability to** meet the monthly payments towards the mortgage. This amounts to \$58,157.43. I would also

⁵SLUHCV2006/0259

⁶SLUHCV2015/0669

award the sum of \$15,000.00 as a nominal award for the loss of potential interest and dividends on the shares which were used to clear off his personal loan.

[24] Earlier in this decision, I expressed difficulty in assessing damages for wrongful and unfair dismissal. I do not wish to repeat what has been outlined above. However, it appears to me that the trial judge was clearly of the view that the mere return of the **claimant's salary was inadequate** to address the wrongs that he has suffered. I wish to highlight her express sentiment as it relates to the issue of unfair dismissal. At paragraph 164 of her decision she states that ***“Mr. Sam has relied on several allegations of illegality, procedural impropriety and irrationality to ground his claim in damages for unfair dismissal. In view of the findings that his dismissal was procedurally unfair, he has succeeded in establishing that he was unfairly dismissed and I so find.”*** Whilst I have expressed some difficulty in assessing vindictory damages under the **general award for unfair dismissal, it would appear that the trial judge's focus was on the manner** in which the claimant was treated and determined that this was procedurally unfair. In my view, the technical and legal difficulties in assessing damages for wrongful or unfair dismissal do not prevent the court from considering a nominal award. I would not describe this as vindictory damages, for reasons expressed above. As has been noted in *Mc. Gregor on Damages* a nominal award may be made ***“where there is technically liability but no loss.”***

[25] **It is clear from the findings of the trial judge that there is liability, not merely to repay the claimant's** salary and emoluments, but to make good the injury caused to his reputation and the struggles he has had to endure during this period of time. The claimant, in his claim for vindictory damages refers, firstly to the case of *Innis v. the Attorney General*⁷ in which \$50,000.00 was awarded in damages for vindictory damages. The claimant also referred to the case of *Fraser v. Judicial and Legal Services Commission*⁸ where the sum of \$10,000.00 was awarded for distress and inconvenience where **the claimant's employment** contract was terminated. The case of *The Prime Minister et al v. Gerald Watts*⁹ was also referred to. The fact that the award is referred to as nominal damages does not mean that it is minor or that it is small. The claimant, in his request for vindictory damages claims \$100,000.00EC. Even if I were to have awarded vindictory damages

⁷Privy Council Appeal No. 29 of 2007

⁸[2008] UKPC 25

⁹ANUHCv 2011/0025

this amount appears to be beyond what has been awarded in similar cases. In the circumstances I would award a sum of \$25,000.00EC in nominal damages to compensate the claimant for the distress and inconvenience he has suffered.

Assessment of Costs

[26] The trial judge also awarded costs in favour of the claimant. These costs are to be assessed pursuant to Rule 56.13 of the CPR. Under that rule costs fall to be determined in accordance with the provisions of rule 65.12. In conducting this assessment I must also consider the provisions of **rule 65.2(1) of the CPR which states that any award of costs must be “the amount that the court deems to be reasonable were the work to be carried out by a legal practitioner of reasonable competence; and which appears to the court to be fair both to the person paying and the person receiving such costs.”** Lord Hope in the case of *Horsford v. Bird*¹⁰ highlights the manner in which a court is to give consideration to these factors. He states as follows:

“It has to be borne in mind in judging what was reasonable and proportionate in this case, that the basis of the award was not that the appellant was to be indemnified for all his costs. The respondent was to be required to pay only such costs as were reasonably incurred for the conduct of the hearing before the judge and were proportionate.”

[27] The claimant has attached a bill of costs to his application in which costs are claimed in the sum of \$33,480.00EC. I must consider whether this is reasonable and in that regard I am reminded of the case of *Lownd's v Home Office*¹¹ where Lord Wolf states as follows:

“... what is required is a two-stage approach. There has to be a global approach and an item by item approach. The global approach will indicate whether the total sum claimed is or appears to be disproportionate having particular regard to the considerations which CPR 44.5 (3) states are relevant. If the costs as a whole are not disproportionate according to that test then all that is normally required is that each item should have been reasonably incurred and the costs of that item should be

¹⁰Privy Council Appeal No.43 of 2004

¹¹[2002]4 All ER 775

reasonable. If on the other hand the costs as a whole appear disproportionate then the court will want to be satisfied that the work in relation to each item was necessary and, if necessary, that the cost of the item is reasonable."

[28] In the first stage, the court must be guided by the factors outlined in rule 65.2 of the CPR. The rule states as follows:

Rule 65.2(3)

In deciding what would be reasonable the court must take into account all the circumstances, including –

(a) any order that has already been made;

(b) the care, speed and economy with which the case was prepared;

(c) the conduct of the parties before as well as during the proceedings;

...

(e) the importance of the matter to the parties;

(f) the novelty, weight and complexity of the case;

(g) the time reasonably spent on the case;

...

[29] Neither party has filed submissions in relation to this application nor has the court received much assistance in addressing the factors set out in CPR 65.2(3). Insofar as that is the case, I have had the occasion to peruse the file in full and to carefully assess the decision of the trial judge in order to assist in the assessment of costs. I am satisfied that there is no previous order made which influences the outcome of this assessment of costs. I will address the other factors in turn.

The care, speed and economy with which the case was prepared

[30] I note that the application for leave to apply for judicial review was filed on 21st November, 2014. Leave was granted and the Fixed Date claim form was filed on 23rd February, 2015. The judgment of the court was delivered on 20th October, 2016. This matter came to a conclusion just short of two years from the date of filing of the application for leave. I note that both parties requested extensions of time within which to comply with various rules and practice directions. However, it is unclear to me as to the effect this may have had on the expedition and economy with which the matter was prepared. I would conclude that, in general, there are no issues to be raised under this

factor which would negatively impact this assessment to the detriment of either party. The matter was conducted with the care, speed and economy which is generally required by the CPR.

The conduct of the parties before as well as during the proceedings

[31] As it relates to the conduct of the parties before and during the proceedings, I am unaware of any specific action which affects the assessment of costs. **However, I do note the trial judge's general criticism of the way the claimant was treated during the course of the disciplinary hearings.** Perhaps litigation could have been avoided had the proper procedure and general fairness been observed in the process by which the claimant came to have been dismissed from his employment.

The importance of the matter to the parties

[32] This matter was clearly of utmost importance to the claimant. He was dismissed from his employment after years of public service. This affected almost every aspect of his life. His mortgage was placed in a very delinquent state. He lost his shares in the credit union, his life insurance lapsed and, as he argues, his general reputation was tarnished. Not only is he entitled to costs, but also to that which is reasonable, given the circumstances of this case. It must be observed, given the express findings of fact of the trial judge that such cases are of general importance in ensuring that citizens of the country are not treated in the manner in which the claimant was and this is a factor to take into consideration.

The novelty, weight and complexity of the case

[33] I am not of the view that there is anything particularly novel about this case. However, I note that the judgment of the court was 58 pages long. This required the perusal of a number of documents and transcripts of proceedings before the tribunal. I would not go as far as describing this as a particularly complex case but it would appear that the parties, as well as the court, were engaged in ensuring that all of the factors in this case were carefully considered.

The time reasonably spent on the case

[34] In his bill of costs the claimant claims a total of 64 hours as time spent on the case. Given the nature of the matter, the extent of the pleadings, evidence and submissions filed, I do not find this to be unreasonable. The claimant also claims hourly rates for legal fees in the sum of \$350.00EC. I note that in an assessment of cases across the Eastern Caribbean, the court has allowed hourly

rates for legal fees which range from \$500.00EC to \$750.00EC. In these circumstances, the hourly rate claimed in the bill of costs is not unreasonable. In general I do not find the amount claimed in the bill of costs to be disproportionate in any way.

[35] In this two stage approach I must also consider whether the items in the bill of costs were reasonably incurred. The sum claimed by the claimant encompasses legal fees as well as disbursements. I do not find it necessary to address each item in turn. Having carefully considered the bill of costs I am satisfied that each item was reasonably incurred and would award the costs contained therein. In the circumstances I would award costs in the sum of \$33,480.00EC as costs in the cause. I would also award costs on the two applications before me. The application for assessment of costs was generally unopposed. I would therefore award costs in the sum of \$1,500.00EC. On the application for an assessment of damages I note that the parties filed witness statements **as well as written submissions which were relatively extensive. At the court's request,** further submissions were filed on the issue of damages for wrongful dismissal. In the circumstances I am of the view that \$3,500.00EC is a reasonable award for costs on the application for assessment of damages.

The Court's Order

[36] In the circumstances I make the following orders:

- (a) The defendant is to pay the sum of \$1,333.00EC in compensation for the increase in life insurance premium of the claimant;
- (b) The defendant will pay a further, \$1,116.00EC in compensation for increase in future payments on the life insurance premium. There is to be no interest on this award;
- (c) The defendant is to pay the sum of \$16,800.00EC, in compensation for salary increases and duty allowances which the claimant would have benefitted from during the course of his employment;
- (d) The defendant will pay the sum of \$58,157.43 in compensation for the accrual of interest on **the claimant's** mortgage loan as a result of the loss of his employment income;

- (e) The defendant will pay the sum of \$15,000.00 in damages for the loss of interest and dividend **payments on the claimant's** ordinary shares in the credit union;
- (f) Interest on the sums referred to above, except for (b), at a rate of 3% per annum from 18th May, 2013;
- (g) The defendant will pay the sum of \$25,000.00 as nominal damages for its actions in dismissing the claimant from his employment which was deemed to be procedurally unfair. Interest is awarded on this sum at a rate of 6% per annum from the date of judgment;
- (h) The defendant will pay costs in the cause in the sum of \$33,480.00EC and costs in the sum of \$1500.00 and \$3,500.00 on the application for assessment of costs and assessment of damages respectively.

Ermin Moise
Master

By the Court

Registrar