

IN THE HIGH COURT OF SIERRA LEONE
(INDUSTRIAL COURT DIVISION)

BETWEEN: .

SARAH SAVAGE
11^C UPPER TENGBEH TOWN
FREETOWN.

- PLAINTIFF

AND

THE PROPRIETRESS
HILLSIDE PREPARATORY SCHOOL
18^C CLARKE STREET
FREETOWN.

- DEFENDANT

BEFORE THE HON. MR. JUSTICE JOHN BOSCO ALLIEU, J.A.

JUDGMENT DATED THE 11th DAY OF March 2021

REPRESENTATIONS:

PLAINTIFF - UNREPRESENTED
C.B. DAVIES ESQ - FOR THE DEFENDANT

JUDGMENT

I

This matter was referred to this Honourable Court by the Ministry of Labour and Social Security at the instance of the Plaintiff herein who claims from the Defendant the total sum of Le32,931,818.20 (Thirty Two Million, Nine Hundred and Thirty One Thousand, Eight Hundred and Eighteen Leones, Twenty cents) being her End of Service benefits

II

The Plaintiff testified, in her evidence in chief, that she was employed by the Defendant, whose proprietress is one Mrs. Francess Kallon, on 18th September 1996, as a Teacher. At that time, the proprietress carried the name, Miss Maina Bailor. The Plaintiff testified that she was issued with a Letter of Appointment tendered as "Ex A" dated 22nd February 2002 and which was signed by the Co-ordinator of the School. At that material time, the Proprietress of the school was Miss Maina Bailor.

The Plaintiff, in her testimony, said that she worked for the Defendant for an initial period from 1996 to 2002 when she was told to re-apply. She did and the Letter tendered as "Ex B" which is dated 22nd February 2002.

She worked for the Defendant's Institution as a Teacher from 1996 to 2019 and she was paid her monthly salaries.

In 2019, the Plaintiff testified that she retired from the school because she had attained the retirement age of 60 (sixty) years. When she retired, she requested for her End of Service benefits but wasn't paid until date. The Proprietress told her to request her End of Service Benefits from NASSIT but she reminded her that it was not NASSIT responsibilities to pay end of service benefits.

As a result, she reported the matter to the Ministry of Labour and Social Security and she was invited by the Labour Official, Mr. During. She honoured the said invitation and was interviewed by the said Mr. During.

Mr. During suggested that the matter be amicably resolved at the Ministry of Labour and Social Security instead of it being referred to this Honourable Court. She replied that she wanted to pursue her claims in the Industrial Division of the High Court.

Mr. During then decided to forward this matter to Court but before doing so computed her End of Service benefits in the total sum of Le32,931,818.20 (Thirty Two Million, Nine Hundred and Thirty One Thousand, Eight Hundred and Eighteen Leones, Twenty cents).

This witness was cross examined by Defence Counsel. She maintained that she resigned from the school upon attaining the age of 60 (Sixty) years and that she tendered her resignation letter on 26th July 2019. She stated in the said letter that her resignation is effective October 2019 and that the letter was handed over to the proprietress, the Defendant.

She further maintained that she was given a Letter of Appointment dated 1st January 2002 but that she started working in 1996. No letter was given to her at that time because there were problems.

The letter now tendered in this Court indicated the year 2002, the time when she was told to re-write her Application.

She answered that her end of service benefit was calculated for a period of 23 (Twenty-three) years. She did not agree with Counsel for the Defendant that she became a formal employee of the Defendant in 2002.

She denied to have enjoyed any facilities in the school. She further answered that she informed the Proprietress about her resignation but she didn't have a copy of the said resignation letter.

III

A Senior Labour Officer attached at the Ministry of Labour and Social Security, Mr. Joseph During, testified as a witness, P.W.2. in this matter. He recognized the Plaintiff in this matter and knows the Proprietress of the Defendant's Institution. Sometime in the year 2019, the Plaintiff reported a matter at the Ministry of Labour and Social Security which was assigned to him.

He testified that he invited both parties in this matter to a reconciliation meeting in which they attended. It was established by the said Ministry of Labour and Social Security and confirmed by the Proprietress that the Plaintiff started working for the Defendant in 1996.

The proprietress of the Defendant's Institution requested him to do the computations and sent it to her which he did. He gave her seven (7) working days to pay the Plaintiff but she refused. He then referred the matter to this Honourable Court attaching all documents relating to the said matter.

All the attached documents relating to this matter is tendered as "Ex C 1-5".

This witness was Cross Examined by Defence Counsel. He answered that according to "Ex C", the Plaintiff started working for the Defendant in 1996. However, he did not see any letter to that effect. At the time of the reconciliation meeting, he did not see any letter dated 2002. The witness answered that the Proprietress of the Defendant's Institution confirmed that the Plaintiff started working for the Defendant in 1996 and the sum of 700,000/00 (Seven Hundred Thousand Leones) was paid to her as monthly salaries.

The witness further answered that he used his calculations based on Statute, that is, the Services Gazette which covers Teachers, and that the No. 45 is determined by the length of service the person served. The services Gazette is tendered as "Ex D"..

IV

This matter was adjourned to at least 6 (six) occasions in which the Defence Counsel and or the Labour Officer PW2, were absent. However, on the 14th January 2021, the Labour Officer, P.W.2. Mr. Joseph During, was present for continuation of Cross Examination by Defendant's Counsel, C. B. Davies Esq but who was absent.

This Honourable Court Ordered Notices of Hearing to be served on C. B. Davies Esq Counsel for the Defendant, with an Affidavit of Service required to be filed to that effect. The matter was adjourned to 28th January 2021.

On the said adjourned date, the witness, P.W.2, Mr. Joseph During, was present in order that he be further Cross Examined by Counsel for the Defendant, C. B. Davies Esq. The said Counsel for the Defendant was however absent and this Honourable Court was shown an Affidavit of Service verifying that Defence Counsel C. B. Davies Esq was served with the Notice of Hearing for the said date, 28th January 2021.

In order to safeguard against further delays, this matter was withdrawn for Judgement. Before the file was withdrawn for Judgement, the Defendant paid into Court the sum of Le5,000,000/00 (Five Million Leones) as part payment of their liabilities to the Plaintiff. A receipt was issued to that effect dated 28th January 2021.

V

In this case, the Defendant has already accepted their liabilities to the Plaintiff by making part payment to her in this Honourable Court in the sum of Le5,000,000/00 (Five Million Leones). The said sum upon deductions from the present sum claimed of Le Le32,931,818.20 (Thirty Two Million, Nine Hundred and Thirty One Thousand, Eight Hundred and Eighteen Leones, Twenty cents) will remain Le27,931,818.20 (Twenty Seven Million, Nine Hundred and Thirty One Thousand, Eight Hundred and Eighteen Leones, Twenty Cents).

VI

Based on the foregoing, this Honourable Court therefore finds for the Plaintiff

AND ORDER as follows:-

1. That the Plaintiff do recover from the Defendant the total sum of Le27,931,818.20 (Twenty Seven Million, Nine Hundred and Thirty One Thousand, Eight Hundred and Eighteen Leones, Twenty Cents) being the balance sum payable in respect of her end of service benefits.
2. That costs of this action in the sum of Le5,000,000/00 (Five Million Leones) be paid by the Defendant to the Plaintiff.



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HON. MR. JUSTICE JOHN BOSCO ALLIEU J.A.