

S. Nicol Esq

IN THE HIGH COURT OF SIERRA LEONE
(INDUSTRIAL COURT DIVISION)
TRADE DISPUTE
LAW COURTS BUILDING
SIACA STEVENS STREET

I.C. NO. 54/18

GEORGE RICHARDS AND OTHERS

- PLAINTIFF

AND

MANAGEMENT OF BANGSO FISHING COMPANY

- DEFENDANT

BEFORE THE HON. MR. JUSTICE SENGU KOROMA – JA
JUDGMENT DELIVERED ON THE 14TH DAY OF MARCH, 2019

S. Bobanie Browne for the Plaintiff

S. Nicol for the Defendant

1. This matter was forwarded to the Industrial Court by memorandum dated the 12th October, 2018.
2. The background is that Messrs George Richards, Junisa James and Suffian Sheick by letter dated 31st January, 2018 reported the matter of non-payment of Redundancy compensation, End of Service Benefits and other entitlements to the Ministry of Labour and Social Security ("The Ministry")..
3. Consistent with practice on receipt of the complaint, the Ministry invited the Defendant to a meeting by Letter dated 6th February, 2018. The Defendant did not attend the meeting scheduled for the 21st February, 2018.
4. Another meeting scheduled for the 1st May, 2018 was also not attended by the Defendant.
5. Eventually, the Ministry contacted one Sorie Dumbuya, Operations Manager of the Defendant who promised to make himself available for a meeting scheduled for the 4th March, 2018. Mr. Dumbuya did not turn up for that meeting.
6. The Ministry eventually tracked down one Mr. Rupert Davies, the New Chief Executive Officer of the Defendant. Mr. Davies confirmed receipt of all correspondences from the Ministry but advised that it would be more useful to interview Mr. Dumbuya. Mr. Dumbuya never showed up at the Ministry.
7. Several efforts to get Mr. Rupert Davies or Mr. Sorie Dumbuya to attend a meeting at the Ministry were futile. The entitlements of the Plaintiffs were therefore computed and the matter referred to the Industrial Court.

9. The trial commenced on the 26th November, 2018. The Plaintiff who was present was represented by Mohamed Bawoh Esq. The Defendant was absent and also unrepresented.

EXAMINATION OF WITNESSES

10. PW1 – George Richards_ -
PW1 was an employee of the Defendants and the other Plaintiff were also their employees. He tendered a letter of employment with the 15th October, 1998 as date of employment. The initial salary was Le75,000/00 monthly
11. PW1 worked for the Defendants up to January, 2017. His last monthly was Le1,220,000/00. He never proceeded on annual leave during the period of his employment.
12. PW1 and the other workers worked eight hour shifts.
13. PW1 explained that the Plaintiffs decided to take this action because when the former Manager Director of the Defendants passed away, he was succeeded by one Mr. Rupert Davies,. Mr. Davies, who made an appearance in this action, leased the company to Lebanese businessmen. The Lessees asked the employees of the Defendants to re-apply for their jobs. PW1 explained that on receiving this instruction, the workers invited Mr. Rupert Davies to a meeting and informed him about the instruction from the lessees. Mr. Davies advised them to comply but the workers refused on the ground that they were already employed and if the Lessees wanted them to re-apply, they must first pay their terminal benefits.
14. PW1 testified that Mr. Davies accepted their condition and promised to pay them off. This promise was not fulfilled. The Ministry invited him to several meetings but he failed to turn up.
15. PW1 concluded that up to the time of giving evidence, he has not been paid his benefits.

16. At the next adjourned date of 10th December 2018, Selwyn Nicol Esq appeared for the defendants and stated his intention to cross examine the PW1. The Court allowed him to do so as follows: -

CROSS EXAMINATION OF PW1

17. PW1 answered that he started working for the Defendant on the 15th October, 1998. The starting salary was Le75,000/00 and at the end of his employment he was earning Le1,200,000/00 monthly. The new salary was earned for two months before the Defendants closed down.
18. PW1 insisted that he was not made redundant. He, at one point, admitted that he could not recall when he started receiving Le1,200,00/00 as monthly salary.
19. PW2: - Unisa James. The PW2 introduced himself as unemployed but had worked for the Defendant. He started working for the Defendant in 1994. PW2 tendered his letter of appointment dated 6th January, 1994 as Exhibit "C", his identity card as Exhibit "D". He stopped working for the Defendant in October, 2017. After that, the Defendant's Managing Director promised to pay their benefits but failed to do so. As a result, he made a complaint at the Ministry

CROSS EXAMINATION OF PW

20. The PW2 denied been dismissed by the Defendant since 2004. He knew one Kamara Keh who was a Manager but denied been on the premises because of a humanitarian gesture by the said Kamara Keh. He also knew one Mr. Balogun Koroma and Prof. Joe Pemagbi.
21. PW2 answered that when he started working, his salary was Le600,000.00 per month and this was increased periodically. He insisted that in 2012, he started receiving Le1 M monthly as salary.

22. PW2 denied been allowed to operate the Ice machine on humanitarian grounds but agreed that he was freezing water in satchels because the Defendant had stopped paying him.
23. PW2 admitted receiving a letter from a Solicitor acting on behalf of Defendant accusing him of theft but this was after his complaint of non-payment of benefits to the Ministry. The letter was in any event not accepted by the Ministry.
24. In re-examination, PW2 testified that he was given permission by the Management to carry on petty trading on the premises.
25. After the examination of PW2, the Managing Director of the Defendant, Mr. Rupert Davies, by order of this Court appeared on the 13th December, 2018. He informed the Court that he was a mere Shareholder. Mr. Davies informed this Court that in 2008, the company's assets were leased to Union Fishing on the 22nd October, 2008. It was agreed that Union Fishing employs Akim Mohamed (Deceased), Suffiana Sheick (Maintenance Engineer), George Richards, Abdul Sesay and Gbessay Bangura . he stated that when the agreement was reached, the Plaintiffs were working for Union Fishing. Before his Partner died, Unisa, one of the Plaintiffs, was sacked.
26. After this statement by Mr. Rupert Davies Court, neither the Defendants nor their counsel appeared in Court despite several notices. This was followed by a letter from the Plaintiff's Solicitor dated 27th February, 2019.
27. Proceedings in the Industrial Court are not governed by strict rules. The Defendant failed to appear to prove any of the allegations made in cross examination of the witnesses and the statement of the Managing Director. The Act and the Rules gives power to this Court to withdraw the file for Judgment when the Defendant fails to appear

28. In the circumstance, I hold that in the absence of evidence to the Contrary, the Plaintiffs have proved their case and are entitled to Redundancy compensation, End of Service benefits and other entitlements as computed by the Ministry as follows: -

1. George Richards	
• Leave pay/rate	= Le41,454,545.00
• Annual Leave Allowance	= Le22,800,000.00
• Redundancy Notice	= Le 2,400,000.00
• Redundancy Compensation	= Le51,818,181.00
• End of Service Benefits	= <u>Le51,818,181.00</u>
	<u>Le170,290,907.00</u>
2. Soufian Sheck	
• Leave pay/rate	= Le43,181,818.00
• Annual Leave Allowance	= Le23,750,000.00
• Redundancy Notice	= Le 2,500,000.00
• Redundancy Compensation	= Le53,977,272.00
• End of Service Benefits	= <u>Le53,977,272.00</u>
	<u>Le177,386,362.00</u>
3. Junisa James	
• Leave pay/rate	= Le52,272,727.00
• Annual Leave Allowance	= Le23,000,000.00
• Redundancy Notice	= Le 2,000,000.00
• Redundancy Compensation	= Le57,500,00.00
• End of Service Benefits	= <u>Le57,500,000.00</u>
	<u>Le191,722, 727.00</u>


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HON. JUSTICE SENGU KOROMA -JAC.