



Koroma  
file

IN THE HIGH COURT OF SIERRA LEONE

THE INDUSTRIAL AND SOCIAL SECURITY DIVISION

I.S.S 49/19

MR PATRICK MASAQUOI- PLAINTIFF

AND

BANK OF SIERRA LEONE- DEFENDANT

REPRESENTATION:

E.T KOROMA ESQ AND C. VANDY ESQ- FOR THE PLAINTIFF

J. BENJAMIN ESQ. FOR THE DEFENDANT

BEFORE THE HON. MR. JUSTICE SENGU KOROMA JSC.

JUDGMENT DELIVERED ON THE 1ST FEBRUARY, 2021

## **BACKGROUND**

1. By a letter dated the 25<sup>th</sup> June, 2019, the Plaintiff herein complained to the Commissioner of Labour (MLSS) that he had been wrongfully dismissed by the Defendant.
2. The MLSS invited the parties to a conciliation meeting but no settlement was reached. The MLSS, therefore by virtue of the powers conferred on it by Rule 5 (1) of the HIGH COURT (INDUSTRIAL DIVISION) PROCEDURE RULES, 2000 referred the matter to this court
3. The hearing of the matter commenced on the 10<sup>th</sup> October, 2019. On that date, Counsel for the Defendants, J. Benjamin Esq. raised an objection on the ground that the Governor ought not to have been sued as Defendant as the Plaintiff was an employee of the Bank of Sierra Leone and not the Governor.
4. The Counsel for the Plaintiff conceded to the application and applied that the Governor and Chairman of the Board be removed from the list of Defendants.
5. Ms. Benjamin had no objection and the application was granted.

## **EXAMINATION OF WITNESSES**

### **PW.1 – PATRICK MASSAQUOI**

6. PW.1 testified that he started working for the Bank of Sierra Leone, the Defendant herein on 1<sup>st</sup> April, 2015 as a Security Guard. The Letter of employment was tendered as Exhibit "A". PW.1 served the bank for a period of four years, 1 month.
7. PW.1 recalled that on the 17<sup>th</sup> April, 2017, while detailed at the Second Reception Desk of the bank, one Mrs. Cecilia Ben-Carew (a staff of the Bank) came in with two "Ghana must go" bags which he suspected contained bank notes. She asked him to watch over the bags as she wanted to collect certain things from her office. PW.1 enquired from Mrs. Ben-Carew about the contents of the bags and asked her to open them as they were not secured. When Mrs Ben-Carew hesitated, PW1 opened the bag and discovered that they were filled with local currency

notes. He then asked her to take them out of the premises. One Security Guard, Dankawallie Mansaray who was at the scene pleaded with him to look-over the bags for Mrs. Ben-Carew. PW1 refused to do so and insisted that the bags be taken out of the premises. Mrs. Ben – Carew complied.

8. PW.1 testified that after the bags had been taken out of the premises, he was called by his Supervisor Officer who enquired about what transpired between Mrs. Ben Carew and him. After explaining the incident to his Supervisor, the latter indicated that he will report the incident to the Management of the bank. He however did not know whether this was done as no copy of the Report was given to him.

9. PW.1 testified further that he proceeded on vacation leave in April, 2017 and resumed work at the end of May, 2017. On the 8<sup>th</sup> or 9<sup>th</sup> August, 2017, while on duty, he was arrested by the Criminal Investigation Department Officers (C.I.D) and detained for a period of 13 days. The matter was subsequently charged to Court but he was later discharged for want of evidence. The certificate of discharge was tendered as Exhibit "B".

10. The PW.1 testified that after the discharge, he was re-arrested by the Anti-Corruption Commission (ACC) who conducted their own investigation but he was not found wanting. Internal investigations were also conducted at the end of which he was given a letter of dismissal dated 10<sup>th</sup> May, 2019. The letter of dismissal was tendered as Exhibit D4-5.

PW.1 informed the Court that because of the failure to pay his benefits, he complained the matter to the MLSS.

#### **CROSS – EXAMINATION OF PW1**

11. Under cross-examination, PW1 answered that he was aware of the Staff Handbook and Code of Conduct of the bank and knew that as a member of staff, he was bound by them.

~~12. PW.1 admitted knowing Mrs. Ben-Carew as a colleague but was~~

unaware of her illegal dealings in foreign exchange. PW.1 agreed that in his position as Security Guard, he was bound to report any suspicious transaction to his supervisors. He explained that when he intercepted Mrs. Ben-Carew with the Money bags, he reported the matter to his Supervisor. At the Disciplinary Committee meeting, he did not admit that he failed to report the incident.

13. PW.1 admitted that he was aware of Article 1.24 of the Code of Conduct of the bank which placed an obligation on him to diarise any incident that occurred under his watch. In the case of the incident herein, he did not diarise it because there was no diary.

**RE: EXAMINATION**

14. PW.1 clarified that he knew Mrs. Ben-Carew as a staff of the bank and that his supervisors were Messrs Fortune and Sesay.

**PW.2: - ABU BAKARR SILLAH**

15. PW.2 described himself as a Senior Labour Officer and his main responsibility was investigating and settling industrial disputes. He recalled that the Plaintiff filed a complaint with the MLSS by letter dated 25<sup>th</sup> Jun, 2019. The letter was tendered as Exhibit "C". On receipt of Exhibit "C", the MLSS invited the Parties to a conciliation meeting.

16. PW.2 testified that the conciliation meeting was held on the 27<sup>th</sup> June, 2019 at which each party gave their own version of the incident. After the meeting, the Defendant was requested to make available their employee handbook and the Code of Conduct and the Report of the Disciplinary Committee. The Defendant produced the former but not the latter.

17. PW.2 testified further that he verbally advised the bank to review their decision. He however prepared a report of the investigation which he tendered as Exhibit "D<sup>1-3</sup>": PW.2 also computed what he considered to be the Plaintiff's end of service benefits and other

entitlements as he was below supervisory level. This was tendered as Exhibit "E"

### **CROSS-EXAMINATION**

18 Under Cross-examination, PW2 was referred to paragraph 2 of the letter of dismissal – Exhibit "D 4--5" – This dealt with the main reason for the dismissal of the Plaintiff. In the said paragraph, the Director of Human Resources stated the reason for the dismissal of the Plaintiff as follows: -

"Based on the findings of the Committees, you intercepted Mrs Ben-Carew with Ghana-must-go containing huge sums of money which you reported to your superiors but failed to diarise it or make a formal report to a higher authority. As a Security Guard, you failed the bank in this regard. Your action contravenes **Article 1.24** of the bank's Code of Conduct"

19. PW.2 explained that there were various levels of misconduct that would warrant severance but these must be based on evidence.

20. The PW.2 concluded by stating that the Staff Handbook and Code of Conduct have not been attested by the MLSS as required by law.

I must state that the cross-examination ought to have been extended to cover the report of the investigation carried out by PW2 because it contained very important issues in support of the Plaintiff's case.

### **CASE FOR THE PLAINTIFF**

### **CASE FOR THE DEFENDANT**

### **DW.1 – ADIZATU VANGAHIM.**

21. DW.1 described herself as an employee of the bank and her duties include Records Management and Salaries' Administration. She knew the Plaintiff as a former employee of the bank.

22. DW1 tendered copies of the Staff Handbook as Exhibit "F<sup>1-23</sup>" and Code of Conduct as Exhibit "G<sup>1-15</sup>". DW.1 recalled an incident sometime in August, 2017 when the bank was informed by a Solicitor that certain officials of their Institution had collected huge sums of local currency from his client in exchange for United States Dollars. An investigation was conducted and initial report revealed that there existed a syndicate headed by Mrs Cecilia Ben-Carew.

23. DW.1 testified that during the investigations, the Plaintiff was named as a member of the syndicate and was on duty on one of the days the illegal action took place. After the investigation, the bank contacted the police and launched an internal investigation. KPMG was contracted to conduct an audit.

24. DW.1 testified that the Plaintiff was interviewed by the Administrative Inquiry Committee; an extract of the report was tendered as Exhibit "H<sup>1-4</sup>".

25. DW1 explained that it was imperative for the Plaintiff to report the incident to his superiors and his conduct was governed by Article 1.24 of the Code of Conduct. His supervisor was Mr Abdul Karim Conteh.

26. DW1 explained that the Plaintiff did not report the incident. He was interviewed by the Disciplinary Committee. The bank considered the action of the Plaintiff as one that could harm its reputation as provided for by Article 9.1 (a) of the Staff Handbook.

27. DW1 testified that the Administrative Inquiry Committee concluded that the Plaintiff breached Article 1.24 of the Code of Conduct and the Disciplinary Committee recommended that he be dismissed and he was accordingly dismissed. The ground on which he was dismissed was because it was discovered that he did not diarise the incident and made no report to a higher authority

28. DW.1 concluded that the Plaintiff was not entitled to severance pay as he did not meet the qualifying conditions as provided for in Article 8.3 of the Staff Code of Conduct. He was in fact indebted to the Defendant in the sum of Le7, 537,411.07.

### **CROSS-EXAMINATION OF DW.1**

29. DW.1 admitted that three different investigations were conducted on the Plaintiff. The first was by the Police and charged to Court where the Plaintiff was discharged for want of prosecution; the ACC

also conducted investigations and finally the bank carried out its own internal investigation where the Plaintiff was found to be in breach of Article 1.24 of the Code of conduct.

30. DW1 answered that she was unaware that the ACC wrote to the bank that the Plaintiff was not found wanting. She answered further that the Plaintiff's supervisor informed the Investigation Committee that the Plaintiff did not make any complaint to him.

31. I must comment that the line of cross-examination of the DW1 was unsatisfactory. It tended to put in evidence otherwise inadmissible hearsay. For example, the witness was allowed to testify as to information received from the Plaintiff's Supervisor when he should have been called to testify to that fact and be subject to cross-examination.

#### **DW.2 – JENNEH JABATI**

32. DW2 was the Director of Human Resources Department of the Bank. She knew the Plaintiff as a former employee of the Bank. She testified that she was appointed to chair Disciplinary Committee hearings to investigate allegations of illegal dealing in foreign Currency. DW1 was however not a member of Administrative Inquiry Committee. The Disciplinary Committee found the Plaintiff culpable and was dismissed from the services of the bank.

33. DW2 testified that recordings were made of the testimony of a Mr. Conteh, Head of Security of the bank.

34. She tendered the report of the Disciplinary committee marked "K<sup>1-40</sup>"

35. DW2 also tendered report on the interview of staff that were charged to court on allegation of illegal dealings in foreign currency as Exhibit L 1-20.

36. Based on the findings, it was recommended that the Plaintiff be dismissed from the services of the bank. DW2 agreed that she issued the letter of dismissal.

37. DW2 referred to paragraph 2 of the letter of dismissal which laid emphasis on the fact that the Plaintiff failed to diarise the incident involving Mrs. Ben-Carew.

38. She answered that the Plaintiff's supervisor within the context of Article 1.24 was anybody who was employed as security guard before him. None of the persons the Plaintiff reported the incident to was Head of Security.

### **CROSS EXAMINATION OF DW2**

39. DW2 admitted that by paragraph 3 of page 37 of Exhibit |K1-40" the Plaintiff informed the Disciplinary Committee that he reported the incident to Francis Sesay and Albert Fortune. She however did not consider that as a necessary step to report the incident.

40. DW2 denied knowing that a Certificate of Discharge was issued to the Plaintiff. She agreed that the Plaintiff made a report to his supervisors but failed to record the incident in a diary.

41. She agreed that the Committee investigated as to why there was no diary at the Security Post but it was not included in the report. DW2 would not say that failure to include that in the report made it incomplete.

42. DW2 agreed that Messrs Francis Sesay and Albert Fortune were senior to the Plaintiff

43. DW2 did not agree that the Plaintiff was wrongfully dismissed as his dismissal was based on certain provisions in the Handbook.

### **SUBMISSIONS OF COUNSEL**

44. Both Counsel filed written submissions

### **THE PLAINTIFF:**

45. Counsel for the Plaintiff narrowed down the issues in contention to three, to wit:

1) Whether the Plaintiff was wrongfully dismissed.



2) Whether the Defendant acted properly as provided for in law in dismissing the Plaintiff [with no benefits].

3) Whether the Plaintiff had carried out his duties as a Security Officer in intercepting an Official of the bank in the person of Cecilia Ben-Carew.

46. It is my view that all of these three issues could be treated under the

First: Whether the Plaintiff was wrongfully dismissed.

### **THE DEFENDANT**

47. The Defendant's contention is that the Plaintiff's failed to act according to the terms and conditions, Rules and Regulations of his employment. Further that the Plaintiff's breach was revealed during internal investigations conducted by the Committees set up by the bank where he admitted to have failed to carry out his duties as per his obligations set out in the Staff Handbook and Code of Conduct governing his employment.

48. The Defendant narrowed down the issues in contention to four:

- i) Whether the Plaintiff was wrongfully dismissed.
- ii) Whether the Defendant was proper in taking action pursuant to Article 1.24 and 9.1 of the staff Handbook
- iii) Whether the Plaintiff had duly carried out his duties when the said incident occurred.
- iv) Whether the Defendant was proper in dismissing the Plaintiff though he was not convicted at the Magistrate Court.

49. Apart from the last contention, as in the case with the Plaintiff, I shall deal with the three other contentions together: Whether the Plaintiff was wrongfully dismissed.

### **DETERMINATION OF ISSUES**

50. As good starting point would be an analysis of Article 1.24 of the Code of Conduct (Exhibit- "G<sup>1-15</sup>") of the bank. This is because the ground of dismissal given by the bank in paragraph 2 of Exhibit D4 -5 was based on the said Article which provides as follows:

"Staff Members, who become aware of, or suspect, the occurrence of any bribe, fraud, unfaithfulness, misappropriation, breach of Security regulations or breach of operating procedures, error, or concealed practice against the interests of the bank by any person, whether or not such person is a Staff member, shall immediately report the occurrence or, suspicion to their Head of Department".

51. In his evidence on this point, the Plaintiff as PW1 testified that when Mrs. Ben-Carew met him at the security desk and requested that he takes care of "Ghana must go" bags which were later found to contain Local Currency notes; he refused to do so; even after another Security Guard, Dankawallie Mansaray intervened on Mrs. Ben-Carew's behalf. The Disciplinary committee Report stated that the Plaintiff alleged to have informed Francis A. Sesay and Albert Fortune who he considered to be his Supervisors.

52. On the issue of diarising the incident, the Plaintiff testified in-chief and on cross that there was no diary to enter the incident into.

53. The Defendant on the other hand contended that the Plaintiff ought to have made a report to the Head of Department and not to the said Albert J. Fortune and Francis A. Sesay. In fact, according to the Reports of the Disciplinary Committee, the said Francis A. Sesay and Albert denied that they were informed by the Plaintiff of the incident. It was also contended that if the Head of Security Unit was aware of the incident, it was through third parties.

54. In order to determine whether the Plaintiff did not comply with the requirements of Article 1.24, it would be necessary to determine whether the Plaintiff was right in informing his immediate Superior and not the Head of Department

55. In Exhibit "L"<sup>8</sup> it was stated that "the Committee also noted claims made during the interview by some Security Guards that the Manager in charge of the Security Unit, Mr. Abdul K. Conteh "was aware" or "rather informed" of the said incident.

56. It appears to me that the Defendant accepted that the Plaintiff complied with Article 1.24 of Exhibit " G 1-15" because as stated in paragraph 2 of Exhibit "D4" , the letter of dismissal, the Plaintiff "based on the findings of the committee, you intercepted Mrs. Ben-Carew with "Ghana must go" bags containing huge sums of money which you reported to your Supervisors but failed to diarise it or make a formal report to a higher level of authority".

57. Any interpretation of Article 1.24 must be based on the intention of the bank in making that provision. It simply means that the staff was required to report such incident to a person superior to him. In a corporate setting such as the bank's, there are layers of authority which must be respected. It would be inconceivable for the Plaintiff to by-pass his immediate superiors and go directly to the Head of Department (unless the said supervisors were involved). That would undermine the chain of command system in the institution. Furthermore, Exhibit K1-40 titled "Report of Disciplinary Committee on the alleged dealings in foreign exchange within the bank's premises" appears to be incomplete due to the fact that it does not contain the interviews of Francis A Sesay and Albert J Fortune whom the Plaintiff considered to be his superiors ( based on ranking within the Security Unit of the bank). If those interviews were included they may or may not have corroborated the Plaintiff's claim that he made such report through his superiors to the Head of Security Unit.

58. It is my conclusion that the Plaintiff took the necessary step to inform his superiors of the antics of Mrs Ben-Carew and as such should not have been dismissed on that ground.

59. The other and probably the main ground for dismissal given by the bank was that the Plaintiff did not diarise the incident. The Plaintiff's simple reply to that was there was no diary. This was not controverted by the bank. Indeed the Plaintiff's explanation for failing to diarise was corroborated by Paragraph 5.2 of Exhibit K4 on Security Unit, it was stated that " there had been an internal breakdown and lack of effective administration and supervision of the Unit". The Report further stated the following:

a) There was no diarised system in place to record significant events at all entry points of the bank. For those areas where a diarised system is in place, there were minimal recording of events and no validation and confirmation of diarised reports by senior staff.

60. Thus it was not the fault of the Plaintiff that no diary was available or that was no effective diarised system was in place. The bank was clearly aware of this and so it is perplexing that it proceeded to dismiss the Plaintiff on that ground.

61. Let me briefly discuss Article 9.1 of the bank's Handbook. The said Article provides as follows: " Any member of staff who commits a breach of any of the regulations of the bank or who displays negligence, inefficiency or indolence or who knowingly does anything detrimental to the interests of the bank or in conflict with its instruments or who commits a breach of discipline or is guilty of any act of misconduct, or who by his action(s) brings the bank into disrepute, or who is convicted of any of the following penalties...". In the case of the Plaintiff, the penalty of 'Dismissal' under Article 9.2 (a) was applied.

62. The right to dismiss summarily, i.e. without giving notice, may be an express or implied term of the contract of employment. If it is an express term (as in the instant case) then the reason for the dismissal needed to be within the contractual definition of conduct leading to such dismissal. In other words, the behaviour of the employee must be so gross as to warrant an immediate termination of his contract of employment. In the case of DIETMAN V LONDON BOROUGH OF BRENT (1988) IRLR, a clause in the contract of employment defined gross misconduct, for which instant dismissal would result as ' misconduct of such a nature that the authority is justified in no longer tolerating the continued presence at the place of work of the employee who commits the offence. After an inquiry the employee was actually found grossly negligent in her duties. The court held, however, that the misconduct did not come within the contractual definition of gross misconduct and that, therefore, the employee had been wrongfully dismissed.

62. A modern view on this subject was expressed in NEARY and NEARY V DEEN OF WESTMINSTER (1999) IRLR 288 where Lord Jauncey stated that:

" conduct amounting to gross misconduct justifying dismissal must so undermine the trust and confidence which is inherent in the particular

contract of employment that the Master should no longer retain the servant in his employment”

63. Having considered the conduct of the Plaintiff and the outcome of the various investigations, it could not be said that that his action amounted to gross misconduct to warrant a summary dismissal. The two grounds stated in the Letter of Dismissal have not been proved on a balance of probabilities. Accordingly, Article 9.2 (a) ought not to have been applied.

64. In employment disputes, the burden of proof is on the employee to prove on a balance of probabilities that there was an employment contract that has been breached by the employer for which he suffered loss. As was aptly stated by Livesey- Luke C.J. in *JESSIE ROWLAND GITTENS-STRONGE V SIERRA LEONE BREWERY* Civ. App. 7/79 S.C (Unreported) “... it is necessary to remind ourselves that an action for wrongful dismissal is an action for breach of contract. In this regard it is important to emphasise that in such an action there are two important and separate issues involved, namely breach of contract and damages for the breach. As stated earlier, the Plaintiff has discharged both burdens.

65. In the circumstance, this court holds that the Plaintiff was wrongfully dismissed and is entitled to damages for the breach.

66. The next issue for determination is the measure of damages for the wrongful dismissal of the Plaintiff in this case. In **ALUSINE CONTEH VS. SIERRA LEONE ROADS AUTHORITY CC; 524/15** delivered on the 3<sup>rd</sup> October, 2018, I reviewed the law governing the assessment of damages for wrongful dismissal in the following words “... According to McGregor on Damages, paragraph 28 – 002 “the measure of damages for wrongful dismissal is prima facie the amount the Plaintiff would have earned had the employment continued according to the contract subject to a deduction in respect of any amount accruing from any other employment which the Plaintiff, in the minimum either had obtained or shall reasonably have obtained; basically, the amount the Plaintiff would have earned under the contract is the agreement to pay including bonus. If however, the Plaintiff would have earned an amount in substituted employment since the breach that amount must be deducted”. This principle was articulated by **COCKBURN C.J.** in the land mark case of **FROST-V-KNIGHT (1861) 73 All E.R.** and in the dictum of **GALADIMA JSC** in the Nigerian Case **IDUFUEKO-V-PFEIZER PRODUCTS (2014)** as follows:

"The standard set by law for the enforcement of damages to a party whose employment has been unlawfully terminated has been established in a plethora of decisions of this Court. The position of the law on contract of services was found to have been given in accordance with the contract of employment. He would, in addition be paid other legitimate entitlements due him at the time his employments due him at the time his employment was terminated".

67. In paragraph 35 of the Judgment in the ALUSINE CONTEH case, I concluded that in determining the measure of damages for wrongful dismissal, consideration should be given to: -

- a) Salaries for the length of time during which notice should have been given in accordance with the contract of employment;
- b) Legitimate entitlements due the plaintiff at the time the employment was terminated e.g. terminal benefits and (other entitlements);
- c) Interest on the said sum; and
- d) Costs.

68. As I stated earlier, the quantum of damages for wrongful dismissal is what the Plaintiff would have been entitled to had his employment not been prematurely dismissed.

### **COMPUTATION OF BENEFITS**

69. The Plaintiff received an offer of appointment dated 7<sup>th</sup> April, 2015 – Exhibit "A". In Exhibit "A", it was stated that "please note that your monthly salary will not be affected by any salary increase in the Bank and you shall not be entitled to leave subsidy, rent allowance, ex-gratia and gratuity during your fixed term appointment". Noting that the fixed term and temporary appointment can be reviewed by the Defendant pursuant to

Article 4.6 of the Staff handbook – Exhibit “F<sup>1-28</sup>”, the Plaintiff agreed that he was not entitled to severance benefits for that period - April, 2015 to April, 2016.

70 . The subsequent renewed of the contract of employment was not before the Court as an exhibit but there are however ample evidence from the testimonies of PW2, DW1 and DW2 that the Plaintiff became a permanent member of staff after April, 2016. Had the Plaintiff not been dismissed, he could have been entitled to benefits as can be seen in Exhibit D6 save that in the said exhibit, it was stated that the Plaintiff was indebted to the bank in the sum of Le. 7,537,411.07. This figure was not contradicted by the Plaintiff. It is noteworthy that in the computation of the entitlements of the Plaintiff, the bank took into consideration transport allowance, rent allowance and severance benefits which were not included in Exhibit 'A'. This shows that after April, 2016, the Plaintiff was entitled to enjoy the benefits of a permanent staff.

72.. The computation of the entitlements of the Plaintiff done by the MLSS in Exhibit 'E' did not take into consideration two key issues:

- a) That the Plaintiff's effective date of employment for the purpose of entitlement to benefits was not 1<sup>st</sup> April, 2015. As the Plaintiff admitted in evidence, he was on that date employed as a contract staff without entitlement to the benefits considered here; and
- b) That the Plaintiff had outstanding obligations to fulfil with the bank.

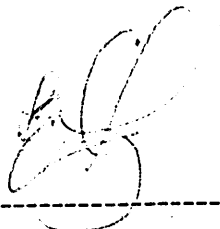
73. I hold that the computation of the entitlements of the Plaintiff by the MLSS did not reflect all the issues to be taken into consideration. This can be rectified by using the computation done by the MLSS less the period of service used and the outstanding obligation of the Plaintiff to the bank.

75. In the circumstance, it is hereby ordered as follows: -

1. That the Defendant is liable to the Plaintiff for wrongful dismissal.
2. The defendant shall pay to the Plaintiff the following sums as damages for wrongful dismissal :
  - a) Leave rate/pay for 2 years- Le. 6,576,611.00
  - b) Annual Leave Allowance – Le. 9,138,028.00

- c) Termination of service ( 1 month salary in lieu of notice)  
Le. 5,330,516.00
- d) Salary (1-10/05/2019) - Le. 1,288,229.00
- e) Transport Allowance (1-10/05/2019)  
Le. 184,234.00
- f) Rent Allowance (1-10/05/2019) - Le. 368,000.00
- g) Ex Garcia (2018 & 2019) = Le. 2,221,286.00 per year-  
Le. 4,442,572.00
- h) Backlog salary= (January, February, March & April, 2018) =  
Le. 5,330,516.00 per month- Le.21, 322,064.00
- i) Backlog Rent Allowance 2018- Le. 5, 030,696.00
- j) End of Service Benefits = (3 years) Le. 12,406, 948.00
- TOTAL: Le.66, 218, 742.00
- LESS ANY AMOUNT OWED BY THE PLAINTIFF TO THE BANK

3. Interest thereon at the rate of 10 percent per annum from the date of the commencement of this action to date of Judgement.
4. Costs to be taxed if not agreed.



-----  
**HON. MR. JUSTICE SENGU M. KOROMA – JSC  
PRESIDENT OF THE INDUSTRIAL AND SOCIAL  
SECURITY COURT**