



IN THE HIGH COURT OF SIERRA LEONE
LAW COURTS BUILDING
SIAKA STEVENS STREET

CC165/17

SAHR NELSON

JUDGMENT/CREDITOR

AND

THE FREETOWN TEACHERS COLLEGE & ORD

JUDGMENT/DEBTORS

REPRESENTATION:

MUSA & FORNA ESQ.

COUNSEL FOR THE JUDGMENT/CREDITOR

ELVIS KARGBO ESQ.

COUNSEL FOR THE JUDGMENT/DEBTORS

BEFORE THE HON. MR. JUSTICE SENGU KOROMA JA.
RULING DELIVERED ON THE 4^h JUNE, 2018

1. The Defendant/Applicant ("The Applicants") applied to this Court by way of Notice of Motion dated the 24th day of May, 2018 for seven Orders. The most relevant of which is Prayer 4 which is that the Judgment dated 9th January, 2018 and all subsequent proceedings be "granted" on the grounds that the Court never assessed damages in respect of the claim for wrongful dismissal. I am not sure I understand why Counsel used the word "granted" instead of "stayed." It appears the Applicant is asking this Court to grant to the Respondent the Judgment in default instead of stay execution of the Judgment in default and all subsequent proceedings. These are the sort of mistakes that this Court frowns upon as it will tempt any Judge to strike out the said application on the ground of tardiness.
2. I have perused the affidavit in support and that in opposition and hold the view that the Judgment obtained was regular on the face of it. The Applicant in the supplemental affidavit in support sworn to on the 29th May, 2018 admitted that contrary to paragraph 3 of the affidavit of Joseph Magnus French sworn to on the 24th May, 2018 though a Defence was prepared, move was filed. In the circumstance, the submission of the Applicant on this point is of no effect.
3. On the Judgment in default of defence, I observe that the Plaintiff entered Judgment for a liquidated amount of Le254, 996.015. However in the Writ of Summons, the claim was for the Recovery of the said sum as "compensation for wrongful dismissal prior to uncompleted term of service."
4. From this, it could be seen that the Plaintiff entered Judgment for an amount which has not been assessed. The word "compensation" should not have been used. In employment law, the terminology is "damages for wrongful dismissal" here the Plaintiff is claiming both damages and compensation which is not allowable.

In the circumstances, I order as follows:

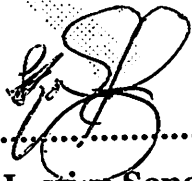
1. Judgment in default of defence dated the 9th day of January, 2018 and all subsequent proceedings are hereby set stayed subject to:
 - a) That the Defendant/Applicants pays the Judicial sub-treasury to abide any order made in favour of the Plaintiff
 - b) That the terminal and of service benefits of the Plaintiff be assessed.
 - c) Damages for wrongful dismissal be assessed;
 - d) Cost of Le10,000,000.00 to be borne by the Defendant/Applicant to the Plaintiff/Respondent
 - e) Matter adjourned to Thursday, 14th June, 2018 at 9:30Am for assessment of damages and entitlements.

Kargbo: I am applying most respectfully for that the balance of Le154,99.015 to be repaid to the college Accounts.

Forna: I am objecting to this as the Judgment has been stayed meaning I should pay the Le100M and keep the balance until after assessment

Court: It is additionally order that the balance remaining after deducting the sum of Le10, 000,000.00 be repaid into the Defendant's Account at the Sierra Leone Commercial Bank (Subvention Account).

Matter adjourned to Thursday, 14th June, 2018 at 9:30Am.



.....
Hon. Mr. Justice Sengu Koroma J.A.