

**THE EASTERN CARIBBEAN SUPREME COURT
SAINT LUCIA**

**IN THE HIGH COURT OF JUSTICE
(Civil)**

SLUHCV2012/0745

BETWEEN:

RAYMOND AUGUSTE

Claimant

and

**SANDY BAY MANAGEMENT COMPANY LTD.
Trading as Sandals Halcyon Beach Saint Lucia**

Defendant

Before:

The Hon. Mde. Justice Kimberly Cenac-Phulgence

High Court Judge

Appearances:

Mrs. Shirley Lewis of Counsel for the Claimant

Mr. Deale Lee of Counsel for the Defendant

Present:

Mr. Raymond Auguste, Claimant

Ms. Donna-Jean Samuels, representative of the Defendant

2018: November 1, 7.

JUDGMENT

- [1] **CENAC-PHULGENCE J:** The claimant, Raymond Auguste, ("Mr. Auguste") was an employee of the defendant, Sandy Bay Management Company Ltd. trading as Sandals Halcyon Beach St. Lucia ("Sandals Halcyon"). According to Mr. Auguste, he was an employee of Sandals Beach Resort from 16th January 1996 until he was terminated on 21st August 2009. The job letter exhibited in support of this states that Mr. Auguste was an employee of Sandals Resorts from 29th September 1996.¹

¹ See letter dated 18th September 2008.

It was confirmed at trial that the date of his employment was 29th September 1996, albeit at another resort, Sandals La Toc.

- [2] Mr. Auguste claims damages for wrongful dismissal of his contract of employment. Mr. Auguste alleges that he was summarily dismissed verbally without any reasonable cause and that this was later followed by a letter dated 21st August 2009 which terminated his employment. Mr. Auguste relies on the Team Members Handbook which he says forms part of his contract of employment and which outlines the particular types of behavior which could lead to summary dismissal. One of these is gross misconduct or willful insubordination.
- [3] Mr. Auguste claims that as a result of his wrongful dismissal, he has suffered loss and has been deprived of the salary which he would otherwise have earned.
- [4] Sandals Halcyon in its defence avers that Mr. Auguste was employed with the defendant from 23rd October 2006. They admit that Mr. Auguste was summarily dismissed and say that he was dismissed for cause, being gross insubordination and willful refusal to carry out instructions.
- [5] Sandals Halcyon claims that on 21st August 2009, Mr. Auguste failed to comply with an instruction given by the General Manager more than once; he approached the General Manager in a threatening manner; and raised his voice. Mr. Auguste was notified of his dismissal on the said 21st August 2009 and given a letter of termination on that same day. The defendant alleges that although Mr. Auguste was summarily dismissed, he was still paid notice pay in the sum of \$2,567.09. Sandals Halcyon therefore denies depriving Mr. Auguste of salary and denies having caused any loss and damage.

- [6] It is not disputed that:
- (a) Mr. Auguste was an employee of Sandals Halcyon at the time of his dismissal;
 - (b) The Team Members Handbook formed part of the employment contract of Mr. Auguste and provided the types of behavior for which an employee could be summarily dismissed;
 - (c) The applicable law at the material time was the **Contract of Services Act**² (“the Act”).

Evidence

- [7] The witnesses, Stephen Biscette and Lennox Dupal (“Mr. Dupal”) did not attend court and their witness statement and witness summary were struck out.
- [8] Mr. Auguste’s evidence was that he worked as a boat captain with Sandals Halcyon at the time of his termination. At the time of his termination he was employed in the Water Sports Department. He testified that the day prior to 21st August 2009, the weather had deteriorated and as a result on 21st August 2009, there was a lot of debris that had washed up onto the shore of the Water Sports area. He said that by 8 a.m., the staff of the Water Sports Department as well as maintenance and landscaping staff assisted in clearing the beach so that regular operations could start, if possible.
- [9] He said that the cleaning operations were first being overseen by the Assistant Manager, Mr. Christopher Elliott (“Mr. Elliott”). That is in direct contrast to his evidence in cross-examination where he said that Mr. Elliott came after a while when Mr. Dupal came. But it is evident that, according to him, Mr. Elliott had been at the beach prior to Mr. Dupal’s arrival:
- “Q. You said Mr. Elliot was present after a while, what did you mean by that?
- A. He was not there when Mr. Dupal was talking to me. But after 25-30 minutes Mr. Elliott was there.”

² Chap. 16.03, Revised Laws of Saint Lucia, 2001. This Act has since been repealed and replaced by the Labour Act which came into force in from 1st August 2012 and does speak to having retroactive effect.

[10] Mr. Auguste said two lorries, a backhoe and a grader were brought to assist with the cleaning, given how much debris was on the beach. He said further that he discussed with Mr. Elliott that the backhoe should cut a track for the rescue boat to pass (that is the same rescue boat that he said had been launched earlier that morning). He spoke of the boat getting stuck in the sand but given the explanation as to how boats are launched I have difficulty accepting this bit of evidence.

[11] He went on to say that the General Manager arrived on the scene and ordered him to launch another boat. Mr. Auguste said he suggested that a heavier boat (master craft) be used and that a track should be cut by the backhoe for that too. He said he explained to Mr. Dupal his reason for his suggestion. However, in cross examination, Mr. Auguste said this:

“Q. You launched the rescue boat yet when the General Manager instructed you to launch the other boat you raised objection.

A. I did not raise objection I was just trying to explain because the other boat was bigger and heavier. There would have been an issue with launching the other boat.

Q. But at paragraph 10 you said something different; you are saying that it was the master craft that should have been used.

A. Yes.”

[12] When one takes into consideration the evidence of the other witnesses, it is not clear whether Mr. Dupal asked Mr. Auguste to launch the master craft or some other boat. It is clear though that Mr. Auguste objected because he wanted to cut a track for the boat to pass first so that the boat would not get damaged. It is immaterial what boat Mr. Dupal asked to be launched but what is clear is that Mr. Auguste was instructed to launch a boat, with which he was uncomfortable.

[13] Mr. Auguste then said that Mr. Dupal began shouting and getting angry and told him to do as he had said. He claimed that at that point he was going to gear up to go to sea when Mr. Dupal told him he was rude for leaving whilst talking to him. Mr. Auguste said he tried to explain that he was not being rude and his thinking behind the suggestion to clear the area but Mr. Dupal failed to listen and instead shouted at him “Boy, go home”.

In cross-examination this is what Mr. Auguste said:

“Q. In your witness summary you state that the Manager began to get angry and started shouting.

A. Yes because I was just trying to explain the safety of launching the vessel.

Q. How did you respond to the shouting?

A. I stayed just quiet because he is the General Manager.”

That contradicts his evidence in chief and that of the other witnesses who say that both Mr. Dupal and Mr. Auguste were talking loudly and were shouting.

[14] The witness, Mr. Aloysius Mathurin (“Mr. Mathurin”), worked in the Water Sports Department along with Mr. Auguste. He gave the same evidence as to the debris on the beach and also the fact that other employees came to assist with cleaning the beach. Mr. Mathurin did not mention Mr. Elliott at all. He said that Mr. Dupal came and started giving instructions as to which boats should be launched in a loud and aggressive manner. He said he heard Mr. Dupal give the instructions to launch the boat and Mr. Auguste saying that he wanted to clear more of the debris as it was unsafe to launch given the conditions. He said he heard Mr. Auguste say he had to move a boat first and then Mr. Dupal said, “By the way come to my office.”

[15] In cross-examination this is what he said:

“Q. On 21st August 2009 you were involved in cleaning the beach?

A. Yes.

Q. Were you present at the time when Mr. Dupal came to Water Sports?

A. I was about 20 to 40 feet away.

Q. You said you could see the commotion.

A. I could see the commotion and hear the loud talking.

Q. Who was talking loudly?

A. Mr. Dupal.

Q. Could you hear exactly what Mr. Dupal was saying?

A. What I heard was he asked him to launch the master craft.

Q. And how did Raymond respond?

A. Raymond responded by telling him that he is just trying to clear the area before he could launch the boat.

Q. And you could hear that from where you were?

A. Yes, both of them were speaking loudly.

Q. Mr. Dupal was speaking and Raymond was answering him.

A. Yes.

Q. How many times did you hear Mr. Dupal ask Raymond to launch the boat?

A. I cannot remember how many times.

Q. Did he ask him more than once?

A. Yes.”

[16] This again is in direct contradiction to Mr. Auguste’s evidence that he stayed quiet whilst Mr. Dupal was shouting. Mr. Mathurin in cross examination said that Mr. Dupal said to Mr. Auguste, “Boug sorti ici-a, mwen fire” which translates to “Man³, move from here. I fire you”. This evidence is credible especially as other witnesses testified that Mr. Auguste and Mr. Dupal were conversing in Patois.

[17] There seemed to have been a suggestion put to the witnesses that in launching the rescue boat Mr. Auguste got injured but none of the other witnesses support this, and those who were specifically asked if he was hit, said they did not know of this.

[18] Mr. Christopher Elliott was the Assistant Manager of the defendant at the time of the incident. Mr. Elliott testified that on 21st August 2009, the day of the incident he received complaints from some guests about their inability to participate in Water Sports as due to the weather those activities had been suspended. He said after discussing the matter with Mr. Dupal, the General Manager, they agreed that it was safe to launch the boats and Mr. Dupal gave instructions to launch the master craft and the rescue boat. He said Mr. Auguste felt it was not safe to do and did not launch the boats.

[19] Mr. Elliott’s testimony is that Mr. Dupal repeated the instruction but Mr. Auguste refused. He said both Mr. Dupal and Mr. Auguste were conversing in Patois and Mr. Auguste’s voice was raised. He gave evidence of Mr. Auguste approaching Mr. Dupal in a threatening manner. He said eventually Mr. Dupal told him that if he refused to comply with the instructions, he would have to go home. He said that both of the boats were launched without incident on that day.

³ There was a suggestion that the use of the term ‘Boug’ may have had a negative or derogatory meaning but no evidence was led to support this and so the Court will not entertain this submission.

[20] In terms of the interaction between Mr. Dupal and Mr. Auguste, this is what Mr. Elliott said in cross examination:

“Q. You said they were conversing in Patois and they appeared upset.

A. Yes.

Q. Would it be fair to say that Raymond was remonstrating/ had a disagreement with Mr. Dupal?

A. Yes I would say.

Q. But there was a bit of loud speaking on the part of both parties.

A. That’s correct.”

This further supports the evidence that both Mr. Dupal and Mr. Auguste were speaking loudly and indeed Mr. Auguste did not stay quiet at all during the conversation.

[21] The witness Yves Moise (“Mr. Moise”) was employed as a beach attendant in the Water Sports Department at the time. He testified that Mr. Dupal insisted that Mr. Auguste put the boats in the water and Mr. Auguste continued to refuse. He spoke of an argument between the two men and Mr. Dupal saying that he would be responsible if the boats were damaged as a result of putting them in the water. He said Mr. Auguste still refused and approached Mr. Elliott in a threatening manner. In cross-examination, this is what Mr. Moise said:

“Q. You said there was an argument between Mr. Auguste and Mr. Dupal, what was the argument about?

A. Was about Mr. Dupal saying to launch the boat and Mr. Auguste.

Q. What did Mr. Auguste say?

A. There is a chance that the boat could be damaged in the water because there was still debris in the water.

Q. You heard when Mr. Dupal said that he would accept responsibility for any damage?

A. Yes I did.

Q. Both Mr. Dupal and Mr. Auguste were arguing?

A. Yes back and forth.”

[22] Interestingly, Mr. Moise said he did not think it was a safe thing to do at the time, that is, to launch the boat; but they did so anyway, without Mr. Auguste (who by that time had been sent to the office) and they were able to provide Water Sports to the guests without incident.

[23] The witness, Mr. Keith Plummer gave evidence which was not much different. He said that they were asked by Mr. Dupal to launch the master craft and rescue boat and Mr. Auguste was hesitant to launch the boats because he felt it was unsafe to do so. He supported the evidence of previous witnesses that Mr. Dupal asked Mr. Auguste to launch the boats more than once (several times) but Mr. Auguste refused. He also spoke of Mr. Auguste's raised voice. In cross-examination Mr. Plummer said that he heard when Mr. Dupal told Mr. Auguste that he would be responsible for any damage as a result of the launching of the boats.

[24] The three issues for the Court's determination are:

- (a) Whether the actions of the claimant did not amount to willful disobedience to justify summary dismissal?
- (b) Whether the claimant was wrongfully dismissed?
- (c) What, if any, damages is the claimant entitled to?

Whether the actions of the claimant did not amount to willful disobedience to justify summary dismissal

[25] The letter of termination addressed to Mr. Auguste dated 21st August 2009 stated:

"Dear Mr. Auguste,

...

You are being summarily dismissed due to insubordination. Today, August 21, 2009 you refused to carry out reasonable instructions given to you by the General Manager. In the process you were disrespectful and approached the General Manager in a threatening way.

..."

[26] Counsel for the claimant, Mrs. Shirley Lewis ("Mrs. Lewis") referred to the following cases to support her submission that all the circumstances of the case must be considered: **Skinner Drilling Co. Ltd. v Hill**,⁴ **Rouse v Mendoza**,⁵ **Gulstone v**

⁴ (1962) 4 WIR 194.

⁵ (1967) 12 WIR 1.

Anchor Life Insurance Co Ltd.⁶ and Continental Biscuit Co. Ltd. v Albert Joseph Shanks.⁷

- [27] Mrs. Lewis wished for the Court to be mindful of the following: (a) Mr. Auguste was thinking of safety which the Team Members Handbook required him to do; (b) He was an experienced boat captain and would have known whether it was safe and what was required; (c) Mr. Auguste's employment record revealed that he was a competent and exemplary employee; (d) there had never been any incident with him before; and (e) the cumulative length of time Mr. Auguste worked with the defendant, and the fact that he had worked with Mr. Dupal before albeit at another resort. She further submitted that the circumstances of this case did not warrant summary dismissal.
- [28] Counsel for the defendant, Mr. Deale Lee ("Mr. Lee") submitted that the particular circumstances of this case must be considered. The fact is that the General Manager came to Water Sports and gave a direct instruction and he was fully aware of the weather circumstances. Mr. Auguste did not follow the instructions.
- [29] Mr. Lee submitted that if Mr. Auguste was well-known as an employee who was recalcitrant, then there would be no question that his summary dismissal was justified but one must look at the circumstances. In the presence of all these employees, Mr. Auguste was challenging the instruction. Mr. Lee said that though Mr. Auguste may well have felt justified, one must consider that the argument/conversation was going on for a quarter of an hour and voices were raised. That signals that there was an argument. Mr. Lee submitted that it must be considered that the General Manager spent an extended period trying to persuade him to obey. Clearly, had Mr. Auguste responded earlier, the situation would have been different, but he argued that Mr. Auguste created his own situation. Mr. Lee further argued that the General Manager gave assurance he would take

⁶ (1976) 27 WIR 68.

⁷ (1977) 24 WIR 267.

responsibility for any damage to the boats as a result of his instruction to launch, so that if Mr. Auguste's concern was damage to the boat, then that was taken away.

Analysis

- [30] Summary dismissal is defined as dismissal without notice where an employee commits a repudiatory breach of contract; or displays behaviour inconsistent with the continuation of confidence in the employment relationship, such as gross misconduct.⁸
- [31] The case of **White v Victoria Mutual Building Society**⁹ confirmed that the common law does not require the employer to follow any particular procedure in summarily dismissing an employee, neither is there a general requirement at common law that the employee be given a chance to be heard in his own defence, nor that the rules of natural justice be complied with.
- [32] Section 7 of the Act provides that a contract of service terminated as a result of willful disobedience to lawful orders given by an employer does not give rise to any liability to pay wages (or make payment in lieu of notice). Mr. Auguste accepts that the General Manager, Mr. Dupal has the authority to issue instructions to employees and that the instructions which he was given by Mr. Dupal were lawful, and ones that were within Mr. Dupal's remit as General Manager.
- [33] The evidence shows that the conversation between Mr. Dupal and Mr. Auguste went on for about ten minutes and that during that time, Mr. Auguste was instructed more than once to launch the boat. All the witnesses except Mr. Auguste testified that both Mr. Dupal and Mr. Auguste were shouting, suggesting that they were arguing. It is clear from the evidence that Mr. Auguste refused to launch the boat as he did not think it was safe and wanted to clear a track first.

⁸ Sinclair v Neighbour [1967] 2 QB 279.

⁹ HCV0155/2005 unreported delivered February 11, 2005 JM 2005 SC 16.

- [34] I also find on the evidence that Mr. Dupal indicated that he would take responsibility should the boats have been damaged and Mr. Auguste still refused. I also find that Mr. Auguste left the conversation, he said to go and gear up, but he did not say at any time that he explained to the General Manager that despite his discomfort he was going to get dressed to carry out the instruction. It was only when Mr. Dupal reacted that he says he proffered an explanation. I also find Mr. Auguste's evidence tenuous given his own evidence was that he had launched a boat that very morning. I question why he would have had to gear up again.
- [35] When I examine the evidence as a whole, I have no doubt that Mr. Auguste's actions on the morning of 21st August 2009 amounted to willful disobedience of a lawful order given by Mr. Dupal in his capacity as General Manager. I have no hesitation coming to that conclusion when I look at the ordinary English meaning of the word 'willful'. Willful is defined as 'having or showing a stubborn and determined intention to do as one wants, regardless of the consequences'¹⁰. The synonyms for the word are obstinate, stubborn, uncooperative, contrary, disobedient, and insubordinate. I do not find however that it was proved on a balance of probabilities that Mr. Auguste threatened Mr. Dupal. The evidence did not support such a finding.
- [36] The cases suggest that my analysis cannot end there. I must consider whether in all the circumstances of the case, the actions of the employer in dismissing Mr. Auguste were reasonable and justified.
- [37] In the case of **Henry v Mount Gay Distilleries Ltd.**,¹¹ the Privy Council held that what amounts to misconduct requires an assessment of whether the misconduct amounted to the employee's repudiation of an essential term of the employment contract, which is a question of fact and degree to be determined in each case. **In order to conclude that summary dismissal is justified, the issue to be resolved**

¹⁰ <https://en.oxforddictionaries.com/definition/wilful>.

¹¹ Privy Council Appeal No 43 of 1998 (unreported July 21, 1999).

is what constitutes a reasonable response by the employer to the misconduct under consideration.

- [38] In **Egerton Chang v National Housing Trust**,¹² the employee was accused of breach of fiduciary duty. It was held that although the conduct of the employee was foolish and misguided it was not sufficiently grave to warrant summary dismissal but merely a reprimand. The court held that dismissal based on a single act of negligence from an otherwise very competent employee would evince unreasonableness on the part of the employer.
- [39] In **David Lashley and Partners Inc. v Bailey Barbados**¹³ the Court said that where an employee is habitually neglectful of his contractual duties, there is sufficient cause for dismissal but not if there is only an isolated instance of neglect unless attended by serious consequences.
- [40] In **Elphina Abraham v Sunny Caribbee Herbal and Spice Company Ltd**¹⁴ the employees conduct was found to be insulting and insubordinate to such a degree that it was incompatible with the continuance of the employment relationship and no reasonable employer would be expected to tolerate or respond otherwise than by summary dismissal.
- [41] In the case of **Rouse v Medoza**,¹⁵ the court said that in that case it did not think that this sudden and isolated display of bad temper, accompanied as it was by insulting words to the defendant, in the circumstances was such as to justify summary dismissal for misconduct. They held that the misconduct was not such as would interfere with the proper running of the business nor was the insolence incompatible with the continuance of the plaintiff's employment.

¹² 1991 28 JLR 494 (SC).

¹³ 1992 44 WIR 44.

¹⁴ BVIHCV2007/0122 unreported delivered April 29, 2010

¹⁵ At page 5, para A.

- [42] In the case of **Gulstone v Anchor Life Insurance Co Ltd.**, the employee who was in charge of the claims department was summarily dismissed for paying out monies under a life insurance policy which had lapsed. The court recognised that the immediate dismissal of an employee is a strong measure and it can be, in exceptional circumstances only, that an employer is acting properly in summarily dismissing an employee on his committing a single act of negligence. The court in this case in finding that the summary dismissal was justified considered the impact of the employee's negligence which they found could have led to considerable loss and in the employee not being able to command the confidence of his superior officers.
- [43] The case of **Continental Biscuit Co. Ltd.** held that the court must take notice of the length and quality of the employee's service. The court found that the employee's actions of giving away broken biscuits and condemned dough merely were indicative of an impulse for misguided and intemperate generosity beyond the range of his discretion.
- [44] Was Mr. Auguste's summary dismissal justified in all the circumstances of this case? The evidence reveals that Mr. Auguste was an exemplary employee receiving several accolades over his many years of service with Sandals. All his assessments say that he had a keen interest in his job, which no doubt was foremost in his mind on the 21st August 2009 when he went out on a limb to explain why he did not think the boats should be launched. Mr. Auguste was awarded for Courtesy of the month and was recognised as being an outstanding co-worker. His last performance appraisal for the period January to June 2009 just prior to this unfortunate incident, stated that Mr. Auguste was one of the most experienced Water Sports team member in the Department. Evidently, Mr. Auguste thought that his opinion would have counted given his experience, but it is quite clear that he exercised poor judgment in how he responded to Mr. Dupal's instructions. Did Mr. Auguste's actions evince any intention on his part not to continue the employment relationship with Sandals?

[45] Mr. Auguste's response to my mind did not suggest that he was disagreeing to launch the boats period, but that a path should be cleared in the sand to avoid damage to the boats. There is nothing in that response which suggests that he was not going to launch the boats. It was just that he had a thought as to what should have preceded that action. Mr. Auguste's action did not interfere with the work of the Water Sports Department as the evidence showed that the boats were successfully launched by other team members without Mr. Auguste's assistance and Water Sports activities were successfully undertaken. I also do not find that this single act of disobedience on 21st August 2009 was incompatible with the continuation of Mr. Auguste's employment with Sandals. The behaviour of Mr. Auguste on that day appears to be totally inconsistent with the model employee that the records show him to be. In the circumstances, I am of the view, looking at the totality of the evidence, that summary dismissal was not justified. A stern warning letter and reprimand indicating that, should such incident ever recur, it would warrant dismissal would have been more appropriate. In these circumstances where summary dismissal is found not to be justifiable, the Court must consider whether there is wrongful dismissal.

Whether the claimant was wrongfully dismissed

[46] Having come to the foregoing conclusion, the question is whether Mr. Auguste was wrongfully dismissed. Wrongful dismissal speaks to dismissal which is in breach of the terms of the employee's contract. The concept of wrongful dismissal was well explained in **Wallace v Union Grain Growers Ltd.**¹⁶ where the court said:

"The action for wrongful dismissal is based on an implied obligation in the employment contract to give reasonable notice of an intention to terminate the relationship (or pay in lieu thereof) in the absence of just cause for dismissal ... A 'wrongful dismissal' action is not concerned with the wrongness or rightness of the dismissal itself. Far from making dismissal a wrong, the law entitles both employer and employee to terminate the employment relationship without cause. A wrong arises only if the employer breaches the contract by failing to give the dismissed employee reasonable notice of termination."

¹⁶ [1997] 152 DLR (4th) 1, 39.

- [47] What is reasonable notice is to be determined in accordance with section 6(3)(d) of the Act. Mr. Auguste was employed for a period of thirteen years at the time of his dismissal and so would be entitled to six (6) weeks' notice.
- [48] The evidence is that even though Mr. Auguste was said to have been summarily dismissed, Sandals paid him notice pay equivalent of six (6) weeks. According to section 7 of the Act, if an employee is summarily dismissed he is not entitled to any wages or notice pay. Payment of notice pay gratuitously in lieu of notice where an employee has been summarily dismissed was described as lenient, as there was no obligation on the employer to do so when summary dismissal was sensibly justified.¹⁷.
- [49] In these circumstances where Sandals has already paid Mr. Auguste six weeks' pay in lieu of notice, there can be no wrongful dismissal. If Sandals had failed to pay the notice pay, then there would be a finding of wrongful dismissal for which the remedies are damages, declaration, injunction and in very limited circumstances, specific performance. The damages are limited to the amount payable for notice, contracted figure, or the remainder of unexpired fixed term contract.
- [50] According to the evidence, Mr. Auguste was paid the sum of \$5,741.02 which comprised notice pay of \$2,567.09 which he would have been entitled to had it been found that there was wrongful dismissal. The hourly rate is \$10.6962. Assuming that the number of hours worked per day is eight and the work week is 5 days, notice pay for one (1) week would be \$427.848. Six weeks' notice pay is therefore \$2,567.09, which Mr. Auguste has been paid. It is perhaps desirable that employers provide a breakdown of the calculations of notice pay and what deductions are applied so that it is easily understood not just by a court but by the employee.

¹⁷ See *White v Victoria Mutual Building Society* ¹⁷ HCV0155/2005 unreported delivered February 11, 2005 JM 2005 SC 16.

Conclusion

- [51] The Court finds that the summary dismissal of Mr. Auguste was not justified in the circumstances of this case. However, given that Mr. Auguste has been paid notice pay in accordance with the provisions of the **Contract of Services Act**, he was not wrongfully dismissed and his claim therefore cannot succeed.

Order

- [52] The order is as follows:
- (1) The claim is dismissed.
 - (2) Prescribed costs on the sum of \$2,567.09 to the defendant to be paid by the claimant in the sum of \$385.06.

**Kimberly Cenac-Phulgence
High Court Judge**

By The Court

Registrar