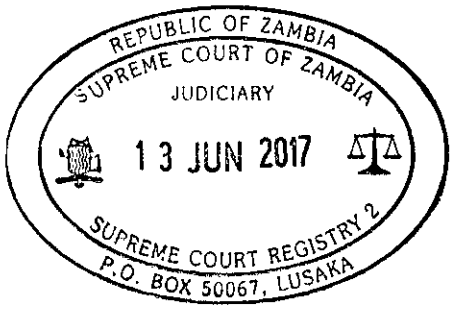
IN THE SUPREME COURT OF ZAMBIA **APPEAL No 168/2014**
HOLDEN AT NDOLA **SCZ/8/192/2014**

(Civil Jurisdiction)



BETWEEN:

KENNY SILILO **APPELLANT**

AND

MEND-A-BATH ZAMBIA LIMITED **1ST RESPONDENT**

SPENCON ZAMBIA LIMITED **2ND RESPONDENT**

Coram: Hamaundu, Malila and Musonda, JJS
On 6th June, 2017 and 13th June, 2017

For the Appellant: In person

For the Respondents: Mr. O. Chilembo of O. B. Chilembo & Company

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JUDGMENT

MALILA, JS, delivered the Judgment of the Court.

Cases referred to:

1. *Ngolima v. Zambia Consolidated Copper Mines (Appeal No. 97 of 2001.*
2. *National Milling Co. Ltd v. Grace Simataa and Others, SCZ Judgment No. 21 of 2000.*
3. *Zambia National Provident Fund v. Chirwa (1986) ZR 70.*
4. *National Breweries Ltd. v. Phillip Mwenya (2002) ZR 118.*
5. *Zambia Electricity Supply Corporation v. Muyambango (2006) ZR 22.*
6. *Buchman v. Attorney-General (1993 – 1994) ZR 131.*
7. *Mususu Kalenga Building Ltd. and Another v. Richman's Money Lenders Enterprises (1997) ZR 27.*

Other legislation referred to:

1. *Employment Act.*
2. *Statutory Instrument No. 46 of 2012 on the Minimum Wages and Conditions of Employment, chapter 268 of the laws of Zambia.*

Should an employee working under a written contract of employment who alleges that his wages are below the statutory prescribed minimum wage take issue with the employer and challenge the employer to rectify the perceived anomaly? Should an employee under a written contract who believes that his conditions of employment, as they relate to the computation of his wages, have been unilaterally altered to his detriment keep quiet and continue working as if he has no grievance? Faced with these questions, the Industrial Relations Court held, on the facts of the matter giving rise to this appeal, that such employee must resign.

The background facts to this appeal were simply that the appellant worked as an Accountant in the first and second respondent company. In the written contract of employment which he entered into with the first respondent, his salary and other entitlements were set out. He was also, under that

contract, to perform some work for the second respondent. His salary was to be paid on a monthly basis.

In the course of his employment, the appellant noticed that his salary was in fact below the salary prescribed under the minimum wages and conditions of employment law for the kind of position he held with the first respondent.

In August, 2012, the appellant was directed by the respondent's Director, a Mr. H. S. Varmy, to prepare new salaries and wages based on the new Statutory Instrument No. 46 of 2012 on the minimum wages and conditions of employment. He did as directed. The Director was, however, not enthused with the numbers which had resulted (or arisen) from the appellant's computation and decided to do the exercise himself. As expected, the figures prepared by the Director reflected reduced salaries as he used an hourly rate rather than a monthly rate to compute them. The appellant was offered salary as computed by the Director. He, however, declined to take it considering the reduction in his wages as a unilateral alteration of his conditions of service to his detriment. It was then that the appellant was given a Hobson's choice – to take

the lower pay as computed by the Director or be dismissed. When it became apparent that the appellant would not give in and take the salary based on the computation prepared by the Director, he was paid a salary in accordance with his own computation, but was thereupon dismissed verbally and advised to collect his dismissal letter on the 4th September, 2012, together with terminal dues.

Meanwhile, the respondent decided to take the matter to the Ministry of Labour for advice. Noting that the provisions of the Minimum Wages and Conditions of Employment Act, chapter 276 of the laws of Zambia, depicting the minimum wages and conditions of employment, did not contain a specific prescription in terms of wages for an accountant, the Labour Office advised that the appellant could be paid a qualified clerk's salary. On the advice of the Labour Office, the respondent paid the appellant one month's salary in lieu of notice and all other terminal benefits at the rate applicable to a qualified clerk. In all, the appellant was paid K4,914.01 which he accepted and signed for. In a document appearing in the record of appeal and headed "Recalculation for payment of

overtime" the appellant and the respondent's representative in the presence of an officer from the Labour Office appended their respective signatures to a document which stated that:

> **Received full and final payment due from Mend-A-Bath International. Confirm no further claims of whatsoever nature. [sic!]**

Notwithstanding the foregoing, the appellant thereafter proceeded to lodge his complaint in the Industrial Relations Court on 25th February, 2013, which he later amended. His claim was for:

(a) damages for breach of contract;
(b) payment of gratuity due;
(c) payment of leave days;
(d) a fair value of service rendered for two years; and
(e) costs and interest.

After hearing both parties, the Industrial Relations Court delivered a judgment on the 23rd July, 2014, dismissing the appellant's complaint holding, among other things, that:

> **It is our considered opinion that the wise step the complainant should have taken following his discovering about his monthly salary vis-à-vis that of a qualified clerk as per Statutory Instrument No. 2 of 2011 and Statutory Instrument No. 46 of**

2012 was to resign his job, as opposed to introducing new terms or demands of new salary in the already signed contract of employment. Since he no longer was happy with his K8,000 monthly salary in the contract on account of his qualification in accounting which certificate he did not even exhibit to prove his case, and starting demanding a monthly salary of over K2,000,000 which was totally outside contract of employment, the complainant had introduced extrinsic evidence of salaries from the minimum wages and condition of employment 2011 and 2012 in order to vary or contradict the terms of his written and signed contract of employment.

That judgment so annoyed the appellant that he launched this appeal raising a miscellany of grounds (fourteen in all) structured as follows:

GROUND ONE

The court below erred on the point of law and facts when it held that I breached the term of my employment contract by demanding that I be paid my salary on a monthly rate as agreed in the contract.

GROUND TWO

The court below erred on the point of law and facts when it held that my employer who are the 1st Respondents lay charges against me and disciplined me contrary to evidence adduced before the court.

GROUND THREE

The court below erred on the point of law and facts when it held that I was lawfully dismissed from employment contrary to evidence adduced in court.

GROUND FOUR

The court below erred on the point of law and facts when it held that my contract of employment that was unattested was legally terminated.

GROUND FIVE

The court below erred on the point of law and facts when it held that the Respondent paid all my dues as directed by the Labour Office.

GROUND SIX

The court below erred on the point of law and facts when it held that it will only make reference to the written submission when it is necessary.

GROUND SEVEN

The court below erred on the point of law and facts when it held that I had introduced extrinsic evidence on salaries from the minimum wages and conditions of employment, 2011 and 2012 in order to vary or contradict the terms of my written and signed contract of employment.

GROUND EIGHT

The court below erred on the point of law and facts when it held that I should have resigned my job as opposed to introducing new terms or demands of new salary in the already signed contract of employment contrary to evidence adduced in court.

GROUND NINE

The court below erred on the point of law and fact when it held that my termination of employment was premised on gross misconduct contrary to evidence adduced in court.

GROUND TEN

The court below erred on the point of law and fact when it held that I refused to obey instructions of my superior to prepare salaries on hourly rate.

GROUND ELEVEN

The court below erred on the point of law and fact when it held that the complainant prepared his salary and paid himself for days he had not worked.

GROUND TWELVE

The court below erred on the point of law and fact when it held that I should have exhibited copies of my certificates before the court to do justice for myself.

GROUND THIRTEEN

The court below erred on the point of law and fact when it held that it is undisputed that the 1st Respondent advertised for the position of accountant to serve the 2nd Respondent as well in accounts work.

GROUND FOURTEEN

The court below erred on the point of law and fact when it held that, the court found as a fact that following the introduction by the Government of 2012 minimum wage and condition of employment, the employer started computing the complainant's and other salaries using the hourly rate, as opposed to monthly basis saying it was easier to compute overtime and thwart payment absenteeism.

The appellant filed his heads of argument on 21st October, 2014. He appeared in person and his proneness towards

prolixity was probably instigated by the fear of leaving out a clincher for his appeal. This may explain also why he advanced so many grounds and convoluted arguments. Our view is that some of these arguments are repetitive while others are undoubtedly too trivial to merit substantial separate treatment.

The respondent, ably represented by Mr. Chilembo, learned senior counsel, filed heads of argument on the 18th June, 2015 upon which he substantially relied. He briefly made oral supplementary submissions in augmentation.

The appellant's chief grievance under ground one was that the respondents' decision to compute his monthly wages using an hourly rate rather than compute them on a monthly basis, resulted in a diminution of his emoluments and this constituted a unilateral alteration of his conditions of service, resulting in detriment to himself. It was his argument that the respondents ought to have negotiated with him and agreed on the method to be used for computation of his emoluments before effecting any changes not captured in his contract of employment. He submitted that it was his disagreement with the Director on the issue of computation of his salary that led

to his dismissal. He quoted section 64(1) of the Employment Act on settlement of disputes for alleged breaches of employment contracts, and claimed that the respondent failed to utilize the procedure provided for in that provision of the law. Section 64(1) of the Employment Act enacts that:

> **Subject to the provisions of sub-section (2) when an employer or employee neglects, or refuses to comply with the terms of any contract of service, or whenever any question, difference arises as to the rights and liabilities of any party to such contract or as to any misconduct, neglect, or ill-treatment of any such party, the party aggrieved may report the matter to the Labour Office who shall thereupon take such steps as may seem to him expedient to effect of settlement between parties and in particular, shall encourage the use of collective bargaining facilities where applicable.**

The appellant also quoted from the case of **Ngolima v. Zambia Consolidated Copper Mines**[1] where it was stated that:

> **It is trite law that in an employer/employee relationship, parties are bound by whatever terms and conditions they set out for themselves.**

In the present case, submitted the appellant, there was an agreement between himself and the respondent/employers that his salary was to be computed on a monthly basis. His demanding that the contractual provision relating to his

monthly salary be observed could not, in his view, amount to a breach, on his part, of the contract. It was for all these reasons that he implored us to uphold ground one of the appeal.

The respondent's reaction to the appellant's arguments under ground one were rather brief. The learned counsel for the respondent supported entirely the holding of the court under that ground. According to Mr. Chilembo, it was prudent for all workers to be paid on hourly basis instead of allowing a variation where only two people, the appellant and the Secretary, were paid on a monthly basis. According to the learned counsel, the appellant's refusal to accept the new computation method thus amounted to an act of insubordination which justified the termination of his employment.

The learned counsel also submitted that computation of salaries using the hourly rate was more convenient than the use of the monthly rate as it was easy to identify workers who had worked overtime and those who had absented themselves at any one point. He further argued that the respondents did

not change the salary structure but only the formula for paying salaries. He urged us to dismiss ground one of the appeal.

We have keenly considered the appellant's and the respondents' arguments in regard to ground one. Our perusal of the contract of employment concluded between the appellant on one hand and the two respondents on the other and dated 2nd March, 2012, is that it clearly educes in full the parties' intention. The appellant was employed as an Accountant. His reporting time was indicated to be 07:30 hours. His working time was stated to be Monday to Friday 07:30 – 17:00 hours and on Saturdays and Sundays as required. Overtime was given as follows:

SATURDAY	:	1.50 X WORKING HOURS
SUNDAY & PUBLIC HOLIDAYS	:	2.00 X WORKING HOURS
CLOSE DOWN PERIOD	:	

The contract also stated that the appellant's salary was to be K800,000 payable monthly on 29 – 30 or 1st of the next month. Additionally, a housing allowance of K350,000 per month; a travel allowance of K175,000 per month and a lunch allowance of K175,000 per month, were payable.

These, in our estimation, constituted the core conditions of service which the parties agreed to. They were fully binding on the parties. And then came the minimum wages and conditions of employment legislation. What is the effect of the latter on the contract of employment?

The respondents sought to comply with the provisions of the Minimum Wages and Conditions of Employment Order of 2012 as set out in Statutory Instrument No. 46 of 2012. It was that Order, as we understand, that prompted the respondents to change the mode of computation of the appellant's contractual entitlement. The respondent argues that such change of computation of wages did not change the salary structure.

At the hearing of the appeal, the appellant referred us to a document reflecting his total emoluments for the month of August, 2012 before Statutory Instrument No. 46 of 2012 was taken into account (page 38 of the record of appeal). That document reflects his net emoluments as K941,750.00. He also referred us to a document reflecting his emoluments for the same month after the Statutory Instrument was taken account

of (page 77 of the record of appeal). That document, a payslip which he prepared on the instruction, as he says, of the respondents' Director, shows his net carry-home pay as K1,693,767.00. The latter was a computation premised on the basis of his monthly pay. On the other hand, the computation by the respondents' director, which again Mr. Sililo referred us to at the hearing (appearing at page 35 of the record of appeal) was a computation of the appellant's salary on an hourly rate for the same month. The net sum payable for that month is K888,449.50. Clearly, therefore, the hourly rate computation resulted in a reduction of the appellant's emoluments and thus worked to the disadvantage of the appellant. We cannot, therefore, accept the respondents' position as articulated by Mr. Chilembo, that the new computation adopted by the respondent did not affect the appellant's salary structure. It did. Adversely too. The arguments premised on convenience of the new computation mode for the employer are clearly without any sound legal basis. Contractual obligations cannot be overlooked merely because it is convenient for one party to do so.

We have in a number of cases held that an employer is not at liberty to alter an employee's terms and conditions of employment to the employee's detriment without the agreement or concurrence of the employee. Such unilateral alteration of the conditions of service, which negatively impacts on the employee, amounts to a wrongful termination of the contract of employment which, in appropriate circumstances, may result in liability by the employer to pay damages to the employee. In **National Milling Co. Ltd v. Grace Simataa and Others**[2], it was held that if an employer varies, in an adverse way, the basic condition or basic conditions of employment without the consent or concurrence of the employee, then the contract of employment terminates.

In the present case, there is no dispute that the respondents sought to introduce a new method of computation of the appellant's emoluments. Our perusal of Statutory Instrument Nos. 46 and 47 of 2012 reveals that those statutory Instruments clearly allow computation of wages for different categories either at an hourly rate, or directs the payment of a prescribed sum to different categories. By the new method of

computation adopted by the respondents, the appellant's emoluments were to be calculated on the basis of an hourly rate and the actual hours worked rather than a global or ball pack figure as stipulated in the contract of employment. The resultant net salary of the appellant was demonstrably less than that stipulated in the contract. The appellant did not agree to such new terms. His conditions were, therefore, to be altered by reason of the new computation method to his detriment without the respondents securing his agreement.

In our view, the passage of Statutory Instrument No. 46 of 2012 cannot be used to justify interference in contractual terms the effect of which interference is a diminution in the emoluments receivable by the employee. As we understand it, the law on minimum wages and conditions of employment are intended to set the very basic minimum below which it will be unlawful to employ. It is never the intention of such legislation to pull an employee's emoluments or conditions of service from a certain high, down to the prescribed minimum. This is in effect what the respondents sought to do in the present circumstances when they opted to interpret the new Statutory

Instrument as allowing them to compute the appellant's emoluments using a formula set out in the Statutory Instrument but which would, in effect, bring the appellant's conditions of employment from way above the minimum, to the basic minimum. To the extent that this was a unilateral alteration of the appellant's terms and conditions of services to his detriment, it was a breach by the respondents of his contract of employment.

It is also clear to us at this stage that grounds one, seven, eight, nine and ten of the appeal are intrinsically link as they speak but to the same grievance.

The appellant's complaint relative to ground seven is that the trial court held that it was the appellant who breached his own contract of employment by introducing terms extraneous to the written contract of employment; under ground eight that he should have resigned his job rather than introduce new demands in his salary; under ground nine that he had grossly misconducted himself; and under ground ten that he refused to obey lawful instructions of his superiors. The respondent

supported the learned trial judge on all these grounds though no authority was adduced whatsoever to support that position.

We do not accept the position taken by the lower court that an employee in the appellant's position who questions and disagrees with the employer on issues to do with his emoluments and his contractual rights commits a dismissible wrong. We do not believe that for an employee to be alert and vigilant is insubordination.

We have already stated that it was the respondent as employer who introduced unilaterally a new condition of employment which affected the appellant as employee adversely. This amounted to a wrongful termination of employment by the employer. The question of the employee terminating the contract of employment does not therefore rise. These grounds are doomed to fail and they are dismissed accordingly.

Under ground two of the appeal, the appellant argues that the court below misdirected itself when it held that the first respondent laid charges against the appellant and disciplined

him. The appellant's case was that there was a procedure that had to be followed whenever charges were laid against an employee. That procedure entailed asking the employee to respond to charges within seven days and required the employee to exculpate himself in respect of those charges.

At the hearing of the appeal, we asked the appellant to show us where in the documents collated in the record of appeal such procedure was set out. He was unable to do so, but instead argued that rules of natural justice require that he should be heard before he is dismissed on any disciplinary ground.

In his brief response on this ground, Mr. Chilembo submitted that there was overwhelming evidence of indiscipline depicted by the appellant in his actions at the respondent's work place which evidenced insubordination and thus warranted his dismissal as a deterrent to other would-be disobedient employees.

We think that this ground of appeal, subject to the observation we make later, appears to raise an issue bordering

purely on facts and not law. It is not even remotely a mixture of fact and law. The question is: did or did not the first respondent lay charges against the appellant before he was dismissed?

The evidence on record is, to us, very clear. When the appellant was asked by the first respondent's Director, Mr. Varmy, to prepare salaries using the new Statutory Instrument on Minimum Wages and Conditions of Employment, a serious difference of opinions arose. It was at that stage that the appellant's employment was terminated verbally and he was asked to go back to the respondent to pick up his letter of dismissal on the 4th September, 2012. Although the letter was not picked up on that day due to the references of the matter by the respondent to the Labour Office, the appellant's employment had effectively been terminated, and what remained was the computation of his terminal benefits. The evidence on record does not show that any charges on which the appellant was expected to exculpate himself where laid, nor was there any disciplinary hearing of any kind.

We have, however, examined the judgment of the lower court. We have not found any sentence in the said judgment to

the effect that the respondent had laid any charges against the appellant as implied in ground two of the appeal. What the lower court said in fact was that it was the appellant, not the respondent, who breached the terms of his employment through what that court called "unwarranted demands and action which culminated in gross misconduct" on his part, and that, gross misconduct being a dismissible offence in work places, justified the respondent's termination of the appellant's contract of employment.

We do not, therefore, think that ground two of the appeal properly assails any actual finding of the trial court. It is in this sense misconceived. However, the appellant makes a valid point that the termination of his employment being on disciplinary grounds, entitled him to be afforded an opportunity to be heard. As we understand the appellant's argument on this ground, because no procedure was followed, his dismissal was wrongful.

The position of the law is quite clear. Where an employee has committed a dismissible offence and he has been dismissed, the fact that there is failure to comply with a

procedure prescribed for dismissing him does not make the dismissal *ipso facto* invalid. The critical issue here, as we see it, is not whether or not there was a set procedure for dismissal which may or may not have been followed. It is whether there was a dismissible offence committed by the appellant. The respondent's case is that the appellant disobeyed instructions and was grossly insubordinate. We have already indicated that we have considerable difficulties in accepting the respondent's argument in this regard.

The appellant has not, as we have intimated already, indicated in very clear terms what procedure for termination of his services was supposed to be followed. He has only argued in general terms about the procedure for dismissal. We are content to refer to our judgment in **Zambia National Provident Fund v. Chirwa**[3] where we stated that:

> **Where it is not disputed that an employee has committed an offence for which the appropriate punishment is dismissal, but the employer dismisses him without following procedure prior to the dismissal laid down in a contract of service, no injustice is done to the employee by such failure to follow the procedure, and he has no claim on that ground either for wrongful dismissal, or for a declaration that the dismissal was a nullity.**

Similar sentiments were carried in the case of **National Breweries Ltd. v. Phillip Mwenya**[4] and in **Zambia Electricity Supply Corporation v. Muyambango**[5].

Ground two cannot in any case succeed.

Under ground four, the appellant's grievance is that it was wrong for the court to hold that it was lawful for the respondent to dismiss the appellant in the circumstances of the case. The main argument advanced to support this claim was that the contract of employment was not attested by a proper officer in accordance with Part V section 32(3) of the Employment Act. That provision, according to the appellant, requires a contract of service to be attested by a proper officer within forty days of its making, failing which the employer would cease to have any rights under the contract. The appellant contended that the respondents, therefore, did not have, in these circumstances, the right to dismiss him.

The respondent's response was merely that the court below weighed the evidence by the respondents which showed that the appellant was an indisciplined employee who was

proving to be a bad example to others and that his refusal to abide by lawful instructions of his employer warranted his dismissal.

The respondents' argument on the issue of non-attestation of the contract of employment was simply that this was overtaken by the directive from the Labour Officer which observed that since the contract was unattested, the appellant could be treated as a permanent worker and be paid notice pay as well as travelling, lunch and housing allowances in the termination which the respondent fully complied with.

We have carefully considered the issue of non-attestation of the contract, which is the substantive issue raised under ground four of the appeal. The appellant suggests in his arguments that the omission to have the contract attested deprives the employer of any right under it. This claim can, of course, not be a correct interpretation of section 32(2) of the Employment Act. Section 29 of the Employment Act provides as follows:

> **Subject to the provisions of subsection (3) of section thirty-two, a written contract of service made under the provisions of this**

Act shall not be enforceable unless it bears an attestation under the hand of a proper officer to the effect that such contract was read over and explained to the employee in the presence of such officer and was entered into by the employee voluntarily and with the full understanding of its meaning:

> **Provided that where the parties to a contract of service which has not been attested in accordance with the provisions of this section are literate and entered into the contract in good faith, such contract shall be enforceable as if it had been attested under this section.**

The appellant prides himself as an Accountant who was being paid under a lower scale. He is no doubt literate. In our view, his contract of employment with the respondents falls within the proviso to section 29 of the Employment Act. He understood the contract of employment he entered into and thus did not require the protective intervention of a proper officer as envisioned in section 29 of the Employment Act.

Even assuming that the contract of employment required attestation, we have serious reservations as to whether failure to present a contract of employment for attestation could divest only one party of his rights under the contract of employment against the other party. The mutuality of the obligations assumed by the parties, which in effect create the contractual

bond, would be lost were the interpretation ascribed to section 32 by the appellant to be correct. In fact, there would be no contract to talk about.

In any case a perusal of the amended notice of complaint and supporting affidavit filed in the lower court does not show that the issue of attestation and the consequences flowing from failure to attest a contract of employment were raised in the lower court. It was being raised for the first time in the arguments before us. The court below did not specifically deal with the issue of non-attestation of the contract as it was not raised and this cannot therefore be a ground for assailing the lower court's judgment. A ground of appeal must attack an actual finding or holding of the lower court. There can be no appeal against a lower court for a matter over which it made no decision. It is settled that an issue not raised in the court below may not be raised on appeal. Authorities for this presentation include **Buchman v. Attorney-General**[6] and **Mususu Kalenga Building Ltd. and Another v. Richman's Money Lenders Enterprises**[7]. A ground of appeal on such issue is therefore liable to be discountenanced. Ground four is bound to fail.

Ground five of the appeal attacks the lower court's findings of fact. Under ground five it is the finding that the appellant was paid all his dues as directed by the Labour Office. The appellant's argument is that he worked for two companies, namely Mend-a Bath Zambia Limited and Spencon Zambia Limited and therefore that he was entitled to a fair value of services rendered to the two companies. He also claims that he was paid the salary of a clerk. The question whether he was or was not paid according to the advice of the Labour Office is strictly a factual issue. In terms of section 97 of the Industrial and Labour Relations Act, chapter 269 an appeal from the Industrial Relations Court can only be on a point of law or mixed law and fact. Ground five is therefore incompetent and it is dismissed.

Under ground eleven what the appellant is complaining of is a finding that the appellant prepared his salary and paid himself for days he did not work. Given what we have already said about the circumstances in which the appellant prepared his salary for August, 2012, this is not a substantial point that can impact on the outcome of this appeal in any way.

Ground thirteen questions the issue of the advertisement, and whether the appellant was to work for the two respondents. This issue is settled by the contract of employment itself. It shows quite clearly that both respondents were mentioned as employers.

The result is that grounds five, eleven and thirteen must fail.

Ground six questions the lower court's decision not to delve into submissions of the appellant. According to the appellant the trial court should have considered all the submissions for it to do justice.

We can right away state that this ground has no merit. Submissions are for the convenience of a court and are only intended to assist it in determining the dispute before it. There is no obligation on the part of the trial court to consider, let alone take into account submissions that are of little or no relevance to determining the issues in dispute. The prerogative to determine what submissions are relevant and therefore useful, resides with the trial judge. Where the trial judge does

not consider relevant any legal points raised in the submissions, the appeal should be on the efficacy to the appellants' case on the arguments ignored by the trial judge rather than the fact of ignoring the submissions itself. Ground six is, therefore, bound to fail and it is dismissed.

Ground fourteen raises issues that have already been covered in the other grounds we have already considered. It has no merit and is dismissed.

The net result is that this appeal has substantially succeeded on the main issue of the unilateral termination of the contract of employment. We award the appellant one year's emoluments as damages for breach of contract in keeping with the awards we have made in similar cases. He will also be entitled to recover costs limited to disbursements that he incurred.

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E. M. Hamaundu
SUPREME COURT JUDGE

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Dr. M. Malila, SC
SUPREME COURT JUDGE

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M. C. Musonda, , SC
SUPREME COURT JUDGE