

JERSEY / JUDGMENT

Maina v Empire Catering Limited

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Jersey Employment Tribunal This award, (subject to the right of appeal to the Royal Court, as set out in the Law) is legally binding and is the final decision of the Tribunal. Each party, if applicable, is responsible for establishing their liabilities with regard to Social Security and Income Tax payments. Case Number: 2205070/06 Applicant: Mr Charles Maina Respondent: Empire Catering Limited Case Summary: Whether employee resigned or was dismissed; Unfair dismissal; Period of continuous employment; Calculation of compensation for unfair dismissal. Hearing on 25 September 2006 Before: Mr David le Quesne, Chairman Mr Stewart Mourant and Tim Langlois, Panel Members Representation: For Applicant: Mr Maina represented himself For Respondent: Empire Catering Limited was represented by Miss V Milner, Law at Work. Witnesses: For Applicant: Mr. Charles Maina Ms. Elizabeth Wallace Mr Peter Henia Mr. Carlos Borralho For Respondent: Mr. Mario Pirozzolo, Director Ms. Jennifer Bisson Mr. Jorge de Jesus

Background

1 Mr Maina is Kenyan. In order to provide staff for the catering industry, we were told that there is an arrangement whereby Kenyans can, provided certain conditions are met, come to work in Jersey in the catering industry for up to nine months at a time. From 2003 until this year Mr Maina came to Jersey annually pursuant to this scheme, and worked for Empire Catering Limited ('Empire'), a catering business, the directors of which are Mr Pirozzolo and his wife, Dolores. 2 In March 2006, Mr Maina was summarily dismissed for gross misconduct, but within a few days he was re-employed by Empire. 3 On 30th April 2006 Mr Pirozzolo went to the swimming pool cafeteria at Havre des Pas with Mr Borralho, the food and beverage manager of Empire, where they met Mr Maina. Empire had the contract to provide the catering at that cafeteria and Mr Maina was working there for Empire. The main issue for us to decide is what was said at that meeting: was Mr Maina dismissed on two weeks notice, as he says, or did he resign on two weeks notice, as Mr Pirozzolo says? If he was dismissed, was the dismissal unfair? If he resigned, was it in circumstances amounting to constructive dismissal? 4 Only the three people present at the meeting on 30th April know what was said, and by now their recollections will have faded to some extent. However, there was a striking difference between the evidence of the primary witnesses, Mr Maina and Mr Pirozzolo. Mr Maina's evidence 5 Mr Maina said that for some time he had been asking Mr Borralho about bank holiday pay which he thought was due to him, and he understood from Mr Borralho that the previous evening, 29th April, he had mentioned it to Mr Pirozzolo. On 30th April, whilst Mr Maina was clearing up the café after a party for which Empire catered, Mr Pirozzolo and Mr Borralho appeared; the two of them had a brief discussion then Mr Pirozzolo came up to Mr Maina in a furious state. Mr Maina said that he wanted to discuss his

bank holiday pay and also payment of what he thought was due in respect of the minimum wage entitlement, but there was no such discussion, only a brief exchange, during which he was dismissed by Mr Pirozzolo. Mr Pirozzolo's evidence 6 Mr Pirozzolo's evidence was that he arranged to go to the café with Mr Borralho to see Mr Maina for a disciplinary meeting because he understood that Mr Maina had not complied with a previous undertaking, given in return for his re-employment after he was dismissed in March, to work harder and better. He said that there was a meeting, in which he went through the various problems and the complaints which had been made against Mr Maina, and then Mr Maina stormed out, had a cigarette, returned and said that he wanted to leave immediately and he wanted a letter of release from Empire, as he had another job to go to. Mr Pirozzolo said that his response was that he would get back to Mr Maina as soon as possible, which he did by the letter we have seen of 30th April to which we refer below. 7 We understand that a letter of release would have been required by Mr Maina to show to the immigration authorities to prove that he had left the job for which he had been permitted to enter Jersey and to persuade them that he should be allowed to stay and find another job. Mr Pirozzolo told us that Mr Maina asked for such a letter, and he, Mr Pirozzolo was not prepared to provide it. We refer to this again later in this judgment. Mr Borralho's evidence 8 Mr Borralho gave evidence which supported what Mr Maina said, and added details, such as illustrating the very strong language used by Mr Pirozzolo. His evidence sounded convincing. In cross examination, Mr Borralho was shown by Miss Milner a copy of a statement apparently signed by him on 10th June 2006, and witnessed by someone whose signature could not be read. The content of that statement ran completely contrary to his oral evidence, and supported Empire's case, rather than Mr Maina's case. He flatly denied that it was his statement. On being asked if he could have signed it without reading it, he said "I always read what I sign". We were unable to know what to make of the conflicting oral evidence and written statement. Later, the original version of that statement was produced by Empire's lawyer, and it was put to Mr Borralho, whom we recalled in order to try to clear up the matter. Mr Borralho this time said that it was his signature, so he must have signed the document, but that he did not read the content, apart from the last paragraph, which he recollected. He thought that the statement must have been put into his tray in the office, and he must have removed it with other papers and signed it without paying attention. Mr Borralho was summarily dismissed by Empire recently, and it was suggested to him, but he denied the suggestion, that he gave untrue evidence before the Tribunal in order to exact revenge on his former employer. We have concluded that it would be unsafe to place reliance on Mr Borralho's evidence; we cannot safely determine which of his live evidence or his written statement represents the truth, and we cannot safely credit parts of his oral or written evidence. 9 We are therefore left without corroboration of Mr Maina's or Mr Pirozzolo's version of events, so we have Mr Maina saying he was dismissed and Mr Pirozzolo saying Mr Maina resigned. We must look at the evidence as whole for clues as to what happened on 30th April and whose version of events is correct. 10 Parts of Mr Maina's evidence did surprise us. There were some documents which clearly were destined for him, but which he said he did not receive at the time or at all. He stated that the 2006 contract of employment, which appeared to bear his signature, was a forgery, in that it was not his signature. He denied that his performance at work fell short of the required standard and he denied that he was warned about his performance. In

view of the evidence of Mr de Jesus, which we thought was broadly credible, these latter two denials did not convince us. We did not regard Mr Maina's evidence as altogether reliable, but there was no point on which we felt sure that what Mr Maina told us was deliberately untrue. 11 Empire produced to us a copy of a certificate dated 16th March 1991 in the name of Mr Maina from Kenya Utalii College showing that had undertaken a course in Food and Beverage Service and Sales, and also produced a letter from the college's director of studies, Mr Osoro, dated 12th September 2006, stating that it had no record of Mr Maina. Mr Maina said that the letter did not reflect the truth, he had attended the college, the certificate was genuine, and that the letter was the result of some sort of skulduggery between Mr Pirozzolo and Mr Osoro's daughter, who was working for Empire. Mr Pirozzolo said that, as far as he knew, he had no daughter of Mr Osoro working for Empire; there was another female Kenyan, whose first name was Jacqueline but her surname was not Osoro, and she had been for meals at his home. We cannot believe that a daughter of Mr Osoro would be working for Empire, and socialising to some extent with Mr Pirozzolo, without him knowing her connection to Utalii College. After the hearing had ended, Miss Milner for the respondent provided to the secretary to the Tribunal, and thus to us, a copy of a letter from the director of Immigration and Nationality stating that it had established through the High Commission in Nairobi that the certificate was false, and that Mr Maina had been into the office and admitted that he had lied about the certificate. 12 Mr Pirozzolo told us that almost from the start Mr Maina was an unsatisfactory employee. He said that the relationship with Mr Maina was totally different from that with any other employee, that Mr Maina had been spoken to at least five times about his performance, and he generally improved for a week or two, then relapsed. Empire produced a document from Mr Maina's employment file which referred to such warnings. It showed that Mr Maina was spoken to on 12th July 2003, 22nd June 2004, 18th October 2004, 9th February 2005, 28th June 2005, that he was dismissed on 27th March 2006 and taken on again on 30th March 2006 on a final warning. Empire produced a memorandum recording a meeting on 17th May 2005 between Mr Maina, Mr de Jesus, Mrs Pirozzolo and Mrs Pirozzolo when Mr Maina was confronted by the substantial deterioration in his work, the facts that he stopped work when not supervised, and appeared lethargic, tired and was disruptive. He was given a warning. 13 Mr Maina produced to us a letter from Empire to the Immigration and Nationality Department in Jersey, dated 26th November 2003 and signed by somebody at Empire on behalf of "Major Mario Pizzorolo TD". The letter was asking that Mr Maina be allowed to return to Jersey to work for Empire, clearly after his first stint in Jersey working for Empire. Mr Pirozzolo wrote that "Mr Maina has proved most efficient, and in particular has made a tremendous contribution to the catering service that we provide...I have asked Charles to return to us as soon as possible." Mr Maina also produced a similar letter, with Mr Pizzorolo's name shown in the same way, to the British Embassy in Kenya, dated 28th December 2005, using the same words about Mr Maina. The document to which we refer in paragraph 12 above shows that Mr Maina had, by December 2005, been given six verbal warnings, and the evidence of Mr Pirozzolo and Mr de Jesus suggested that there were other warnings. We pressed Mr Pirozzolo as to how he could have written about Mr Maina in such glowing terms, which clearly he knew to be wrong, and his explanation seemed to be that the letters were templates from the computer. In other words, the contents of the letters were not

considered. We do not accept this explanation as truthful. 14 Mr Maina was summarily dismissed on 27th March 2006 for gross misconduct in not remaining at work for a meeting with Mr de Jesus, leaving work early, arranging for another to clock him off after he actually left work, and having an outside part time job without permission. On 30th March 2006, Mr Maina was re-employed. Empire produced a letter dated 30th March 2006 from Mr Pirozzolo stating that Mr Maina had appealed against his dismissal, that the appeal was heard by the Manager on 29th March 2006, and that the decision was made to continue his employment on compassionate grounds. Mr Maina said that he did not receive this letter, that he did not appeal, and that there was no appeal hearing involving him. 15 Mr Pirozzolo's evidence in chief about the appeal hearing on 29th March 2006 was that Mr Borralho and Mr de Jesus attended and spoke on behalf of Mr Maina, and he, Mr Pirozzolo, and his wife were there as adjudicators. Mr Maina was not informed about the meeting, though Mr Pirozzolo said that he tried to contact him. In its response form, Empire stated that "on appeal he was reinstated on compassionate grounds having pleaded hardship." This sounded a strange episode, for Mr Maina said that he did not appeal; Mr Borralho had offered him the job of working at the Havre des Pas pool for Empire, he accepted, so there was nothing for him to appeal. It also seemed strange that an appeal hearing should take place without the appellant being present. This was resolved to some extent by Mr Pirozzolo's evidence in cross examination, when he said that the meeting on 29th March 2006 was not to make a decision about Mr Maina, but to note that he had been re-employed. This is a very different version of events from the evidence in chief, and one which more accords with Mr Maina's evidence. Incidentally, it accords with Mr Borralho's evidence that he re-employed Mr Maina without reference to anybody. In his letter of 30th April to Mr Maina, Mr Pirozzolo referred to the dismissal and reinstatement in March as follows "Under our disciplinary procedure, you appealed to the Company on the basis of hardship, and after careful consideration, you were allowed to remain in employment...". Mr Pirozzolo's evidence in cross examination makes this untrue; there was no appeal. 16 We thus have both primary witnesses giving unreliable or untruthful evidence to us. 17 As far as Mr Maina is concerned, even if, as well may be the case, the certificate is a forgery, which would reflect badly on Mr Maina, we would not regard that fact, and the consequent lie he must have told us (that the certificate was genuine) as having as much impact on his credibility in relation to what happened on 30th April as the impact on Mr Pirozzolo's credibility of the matters to which we have referred above. We say this because of the difference in the situations of the two men. Mr Maina is, on his own evidence, a poor man who was and is desperate to earn good money for his family in Kenya; a lie or forgery by him to achieve his purpose of coming to Jersey is reprehensible but in our view does not render unreliable what he told us of events on 30th April. Having forged the certificate, it was inevitable that he would lie to us by telling us that it was genuine. On the other hand, Mr Pirozzolo is the main director and possibly the owner of a substantial catering business and he makes it known that he is a major in the Territorial Army, with a decoration; any lack of frankness by him, particularly in proceedings before us, when he gave his evidence on oath, is very serious; it goes directly to the circumstances which we have to consider. 18 We regard these matters, the two letters which clearly did not tell the truth, particularly the one in 2005 to the British Embassy, and the different versions given by Mr Pirozzolo of what happened at the meeting, if there was one,

on 29th March 2006, as significant. The first appears to be a case of a clearly untrue statement being made to an authority on an important matter. The second appears to us to be Mr Pirozzolo simply changing his evidence. There is a vast difference between an appeal hearing at which compassionate grounds are put forward, leading to a decision to re-employ, and a meeting of directors and executives at which a decision, presumably made by Mr Borralho, to re-employ Mr Maina was merely noted. The significance is such that we conclude that Mr Pirozzolo's evidence is unreliable, and we prefer the evidence of Mr Maina. 19 In addition, we find Mr Pirozzolo's explanation of his behaviour on 30th April 2006 so unlikely as to add to our doubts as to his credibility. Mr Pirozzolo made it clear that he could not tolerate Mr Maina's continued employment by Empire; his performance had not improved since his reinstatement the previous month. Mr Pirozzolo said that at the meeting on 30th April 2006 Mr Maina said that he wished to leave immediately. Further, he said that he was not willing to release Mr Maina immediately, whether by resignation or otherwise, because it would have left a gap in his staff which would have caused difficulties; in fact, he would have been prepared to continue to employ Mr Maina for weeks or a couple of months. The question we put several times to Mr Pirozzolo was why, if he was fed up with Mr Maina's failure to perform, and if he understood that Mr Maina wanted to resign, he did not agree to this, thus ridding himself of Mr Maina. Mr Pirozzolo's answer was that Mr Maina required a letter of release, to show to the Immigration authorities, to support an application to change employers. We asked why this was a problem, for it would merely have reflected the reality, which was that Mr Maina was to be released, and Mr Pirozzolo's answer was that he was not prepared to act with a gun to his head. We pressed him to explain what was the gun, but he did not give a satisfactory explanation. 20 We cannot believe Mr Pirozzolo's story. On his version, he was fed up with Mr Maina; he had given him every opportunity to improve, but there had been no lasting improvement; other staff were complaining that Mr Maina's failures made their working lives difficult. He said that Mr Maina offered to resign, and wanted a letter releasing him from his employment. We cannot believe that Mr Pirozzolo refused, or would have refused, to accept such a resignation, and certainly not on the ground that he did not want to give Mr Maina a letter of release, which did not require Empire to say anything untrue. 21 We believe that the letter from Mr Pirozzolo to Mr Maina of 30th April 2006, which was in Empire's bundle, is a significant indication of what, immediately after the meeting, was in Mr Pirozzolo's mind. The first sentence reads "Following our meeting this morning, we hereby offer you two weeks notice in terminating our employment agreement." The obvious meaning of this is that Empire is giving notice to Mr Maina. Mr Pirozzolo said that this is not what he meant, and the letter was poorly worded. There is such an obvious way of saying in a letter that an employee's resignation is accepted that we find this difficult to accept. The final paragraph starts as follows: "I genuinely feel you have reached your ceiling in hospitality. For our part, we simply have no other area of employment where you would be effectively deployed...". These words read as coming from an employer saying that the employee has to go because there is nothing which he can satisfactorily do in the organisation. We therefore think that this letter supports Mr Maina's contention that he was dismissed. 22 As indicated above, this is not a case in which we are satisfied that one party is wholly truthful and the other is wholly untruthful; there are aspects of Mr Maina's evidence which have caused us concern. However, the matters to which we have referred satisfy us that Mr

Pirozzolo, on behalf of Empire, was not truthful about the meeting on 30th April 2006. We have concluded that what happened on 30th April 2006 was that Mr Pirozzolo on behalf of Empire dismissed Mr Maina. Unfair dismissal 23 Was the dismissal unfair? We have the notes referred to above which show that verbal warnings were given to Mr Maina, and we have the evidence of Mr Pirozzolo and Mr de Jesus that his work was unsatisfactory; Mr de Jesus said that he gave many warnings to Mr Maina; we heard from both of complaints from other members of staff that their ability to complete their tasks was hindered by Mr Maina's failure to complete the work he was supposed to do. There was plenty of evidence that Mr Maina's work was unsatisfactory, but, it is very puzzling to us that, given all that Mr Pirozzolo told us of his frustration over the years about Mr Maina's work, and given what he must have been told by Mr de Jesus, he continued to take Mr Maina back each year, and he told the British Embassy that Mr Maina was most efficient and had made a tremendous contribution. Why did Mr Pirozzolo go to the trouble of telling this untruth (as he admitted it was) to procure the return to Jersey and the employment by Empire of this man whom he says was such a bad employee? We were not given a satisfactory answer to this question. 24 The dismissal in March for gross misconduct was retracted. Initially we were told by Mr Pirozzolo, as related above, that this retraction was the result of pleading on behalf of Mr Maina at an appeal hearing on 29th March 2006, but later we were told that there was no appeal hearing, and on that date it merely was noted that Mr Maina had been re-employed, we understand by the manager, Mr Borralho. If the dismissal was for gross misconduct, the manner of Mr Maina's re-employment seems to us to be very casual, and inconsistent with gross misconduct. Misconduct sufficient to justify instant dismissal must be serious. After such serious misconduct, we think it unlikely that Mr. Maina would have been re-employed by the manager without consultation, and would that re-employment merely would have been noted by Mr Pirozzolo. If this is what happened, it sent a very mixed message to Mr Maina. 25 In relation to the events in March, Empire produced a copy of a typed letter to Mr Maina from Mrs Bisson, the company secretary, notifying him of his dismissal for gross misconduct. It is not dated, save that the date "27/3/06" has been added in manuscript. There is no signature or initial on the letter. Mr Maina said that he did not receive it. We were told that it was given to him, rather than sent to his address as shown on the letter. We simply do not know if this very important letter reached Mr Maina. An employer dismissing an employee must make sure that the dismissal is in writing and that the letter is received by the employee, so that both sides know what has happened. 26 Empire also produced a copy of a typed letter, on its letterhead, dated 30th March 2006 addressed to Mr Maina "By Hand". The letter refers to Mr. Maina's re-employment. We were told that this letter would have been put in his pay packet or given to him. The letter is initialled by Mr Pirozzolo and on the top right corner he wrote in manuscript "Josie [that would be Mrs Bisson, the company secretary] copy for Carlos [Borralho]; Pse also check his new address as I don't think he lives in Belmont Rd?" Mr Maina told us that he did not receive this letter either. Given that the letter appears to have been intended to be given by hand to Mr Maina, and given Mr Pirozzolo's manuscript note suggesting that it was to be sent to him, we cannot be satisfied that it did reach Mr Maina. The letter itself is inconsistent with Mr Pirozzolo's evidence, for it refers to the appeal hearing which he told us in evidence did not occur. Even if Mr Maina did receive that letter, it was wrong and probably would have puzzled him as much as it puzzles us. Given these

inconsistencies, we cannot proceed on the assumption that there really was gross misconduct by Mr Maina so as to justify instant dismissal in March 2006; the behaviour of the employer was not consistent with there having been a dismissal for gross misconduct. 27 We are not satisfied that the two letters to which we have just referred were received by Mr Maina and we are not satisfied that there was gross misconduct. In the light of that, we must consider the dismissal on 30th April 2006. Our conclusion is that, even if Mr Maina's performance justified his dismissal, he was not treated fairly. The requirement, other than in the case of dismissal for gross misconduct, is for the employer to take what amount to graduated steps towards dismissal, ensuring that the employee understands where his performance is insufficient, and giving him the chance to change. The employee must understand the consequence of not improving. When the stage of a written warning is reached, the employer must make sure that the warning is received by the employee, and that he understands it. A purported final written warning such as that of 30th March 2006 is of no use if it contains substantial untruths, as it did. 28 Even if the letter of 30th March had been received by Mr Maina, and ignoring the untruths in it, we then have to consider what was the conduct of Mr Maina which transgressed that warning and justified his dismissal on 30th April 2006. From the time of Mr Maina's reinstatement in March 2006, he worked at the cafeteria at the swimming pool. We heard no evidence that his performance up to 30th April 2006 was defective enough to justify dismissal. Mr Maina's evidence was that he was dismissed because he had been asking about money due to him in respect of the minimum wage and bank holiday working. 29 Our decision is that Mr Maina was not treated fairly in the events leading up to his dismissal and that the employer has not satisfied us as to the grounds for dismissal. If the grounds were Mr Maina's capability to do the job, or his conduct, we are not satisfied that, since his reinstatement in March 2003, he fell short of what was required. We therefore have decided that the dismissal of Mr Maina was unfair. The award 30 Article 77 of the Law requires the Tribunal to make an award for unfair dismissal in accordance with the Employment (Awards) Order 2005, and that order contains a scale of compensation depending upon the "months of service completed in the employer's service by the employee." Miss Milner agreed that, for the purpose of computing the award, what has to be considered is the period of continuous employment, as defined in the Law. We think this is correct. The alternative would be to aggregate the time worked for Empire in each contract, and not take into account the periods between contracts, when Mr Maina was not working for Empire. That alternative would lead to an unacceptable anomaly whereby for most purposes the whole period including breaks between contracts would be relevant, particularly the period of continuous employment, but for the purpose of the calculation of the compensation only the periods between contracts would be ignored. This means (subject to what we shall call the 'retrospectivity point'), that for the purpose of the order one takes into account the whole period starting on 17th April 2003, including the times between contracts when Mr Maina was not working for Empire. Subject, as we say, to the retrospectivity point, that period runs from 17th April 2003 to the effective date of termination under article 63, which is the date of expiration of the notice which should have been given on 30th April 2006. This means that, the notice period being four weeks (article 56 of the Law), the period ended for this purpose on 28th May 2006, giving a period of just over three years. The scale of compensation under the order therefore is sixteen weeks pay. 31 The retrospectivity

point made by Miss Milner is as follows. She starts with the principle that legislation generally is not retrospective, with which we agree. She says that, consistent with this principle, the relevant period for the purpose of the scale of compensation in the order cannot start before the law came into force on 1st July 2005. In fact, Miss Milner modifies that point slightly, and we think thereby weakens her argument, by conceding that the period starts at the beginning of the fixed term contract which was in force on 1st July 2005, which contract started on 30th December

2004. Thus, Miss Milner accepts that some part of the employment which was prior to the coming into force of the law should be taken into account. 32 We disagree with Miss Milner's submission. An enactment is retrospective "when (i) it changes the relevant law with effect from a time earlier than the enactment's commencement; or (2) it otherwise alters the legal incidents of a transaction or other conduct effected before its commencement; or (3) it confers on any person a power to act with retrospective effect. An enactment is not retrospective, however, merely because a part of the requisites for its action is drawn from a time before it was passed." (Halsbury para 1248). Lord Brightman said in *Yew Bon Tew v Kenderaan Bas Mara* [1983] 1 AC 553 at 558 "A statute is retrospective if it takes away or impairs a vested right acquired under existing laws, or creates a new obligation, or imposes a new duty, or attaches a new disability, in regard to event already past." That passage was quoted by Staughton LJ in *Secretary of State for Social Security and another v Tunnickliffe* [1991] 2 AER 712, who went on to say at 724 "In my judgement the true principle is that Parliament is presumed not to have intended to alter the law applicable to past events and transaction in a manner which is unfair to those concerned in them, unless a contrary intention appears." The Law states that the penalty is determined according to the time for which the employee has been employed by the employer. If part of that employment was before the law came into force, in our judgement that part is to be added to the part of the employment subsequent to the Law coming into force, so that the whole of the employment is to be taken into account for the purpose of the order. One is looking at events before the Law solely for the purpose of calculating the period of employment for, in this case, the purpose of calculating a penalty. If we are correct, it probably follows that a period of employment prior to the Law coming into force would have to be taken into account for most purposes, for instance, as we have done in this case, for the purpose of considering the minimum period of notice. The logic of applying this decision to the minimum period of notice lends support to our decision. Article 56(1)(f) provides that the minimum period of notice where the continuous period of employment is fifteen years or more is sixteen weeks. We doubt that the States intended that the fifteen year period could only begin to accumulate on 1st July 2005. This decision does not make the Law retrospective. The law interpreted as we have done does not satisfy any of the three requirements for retrospectivity identified in Halsbury or any of the requirements recited by Lord Brightman; neither does it offend what Lord Brightman described as the true principle. Our decision merely means that the Tribunal draws on the period of employment before the Law came into force for the purpose of calculating the penalty. 33 Mr Maina therefore was employed for more than three years but not more than four years,

so the amount of wages to be awarded to him according to the order is sixteen weeks. His salary was £230.00 per week, so the compensation which Empire must pay to Mr Maina for unfair dismissal is $£230 \times 16 = £3,680.00$. Mr Maina was given two weeks notice, and because he was employed for between two and five years he was entitled to four weeks notice; therefore Empire must pay to him two weeks salary instead of notice, which is $£230 \times 2 = £460.00$. The total to be paid by Empire to Mr Maina therefore is £4,140.00. David Le Quesne, chairman.

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