

Limbe Leaf Tobacco Ltd v. Chikwawa and others

Summary

Court:	Supreme Court Of Appeal
Bench:	The Honourable Justice Banda SC, CJ., The Honourable Justice Mtegha, SC, JA, The Honourable Justice Unyolo SC, JA
Cause Number:	MSCA Civil Appeal Number 24 of 1994
Date of Judgment:	August 23, 1996
Bar:	Mr. Msiska, Counsel for the Appellants Mr. Chisanga, Counsel for the Respondents

The Appellants appealed to the Supreme Court of Appeal against a High Court judgment that had found them liable for breach of contract of employment. The dispute arose in 1993, when the Respondents, seasonal labourers previously employed by the Appellant tobacco company, alleged that they had been summoned by a radio advertisement to report for duties. The Respondents, a group of stripping department labourers, claimed they duly reported but were turned away, with the company having hired other people instead. They sought a month's pay in lieu of notice, transport expenses, and a subsistence allowance. The Appellants denied making a radio call for stripping labourers, asserting that

such a call was made only for auction and green leaf departments, and that few strippers were needed that year due to drought. They contended there was no contractual obligation to re-employ the Respondents.

The High Court found for the Respondents, holding that the radio call constituted an offer, which the Respondents had accepted by appearing for work, thereby forming a binding contract of employment. The High Court concluded the Appellants had breached this contract and ordered the payment of the requested sums. The Appellants' appeal was based on three grounds: that the High Court erred in its finding of fact that a radio call was made, that a contract was formed, and that there was a basis for the monetary awards. The Court allowed the appeal. The Court, in re-examining the evidence, found that the Respondents, who bore the burden of proof, had failed to provide credible evidence to support their assertion that a radio announcement for strippers had been made. The Court concluded that as the foundational fact of the case was not proven, no contract of employment could have been concluded. Therefore, it was unnecessary to consider the other grounds of appeal. The Court set aside the High Court's judgment in its entirety and ordered that each party bear their own costs, acknowledging that the Respondents were unable to afford the Appellants' costs.