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**NOTICE TO PARTIES OF THE COURT'S
MEMORANDUM OF REASONS FOR DECISION**

PARISH COURT APPEAL NO COA2024PCCV00007

BETWEEN	ALEXANDER OKUONGHAE	APPELLANT
AND	BOARD OF DIRECTORS OF THE MICO UNIVERSITY COLLEGE	RESPONDENT

TAKE NOTICE that this matter was heard by the Hon Miss Justice P Williams JA, the Hon Mr Justice D Fraser JA and the Hon Mrs Justice V Harris JA on 28 April 2026, with the appellant appearing in person and Mr Garth McBean KC instructed by Pickersgill, Dowding and Bayley Williams for the respondent.

TAKE FURTHER NOTICE that the court's memorandum of reasons, as delivered orally in open court on 1 May 2026 by the Hon Mrs Justice V Harris JA, is as follows:

[1] This appeal arises from the decision of Her Honour Ms A McIntosh, the learned Judge of the Parish Court, delivered on 24 March 2023 at the Kingston and Saint Andrew Parish Court, Civil Division, wherein she dismissed the appellant, Mr Alexander Okuonghae's, plaint against the respondent, the Board of Directors of the Mico University College, for general and aggravated damages for "wrongful conduct" and awarded costs to the respondent.

[2] The genesis of this matter has its roots in proceedings both in this court and the courts below, the details of which, save for one order of the Supreme Court to be addressed in due course, are not material to the determination of this appeal. The relevant facts, briefly stated, are as follows.

[3] The respondent, at the material time, was the appellant's employer. There was a final attachment of debt order made against the appellant in the Supreme Court on 6 July 2017, that the sum of \$1,458,633.82 should be garnished from his salary and made payable to the attorneys-at-law for the University of Technology Jamaica ('UTECH'). The respondent (being the named garnishee in the claim before the Supreme Court), in an effort to comply with the attachment order, withheld the appellant's salary for the months of June and July 2017. Those sums were subsequently refunded to the appellant in August 2017. The appellant later authorised the respondent, in writing, to deduct the sum of \$15,000.00 per month from his salary, commencing in July 2017, and instructed that this sum was to be paid over to the attorneys-at-law for UTECH. This deduction did not commence until September 2017.

[4] On 10 November 2017, the appellant instituted a claim against the respondent seeking general and aggravated damages in the sum of \$1,000,000.00. The claim was premised on the allegation that the respondent engaged in wrongful conduct by withholding his salary for the months of June and July 2017.

[5] The matter came on for hearing before the learned Judge of the Parish Court on 16 February 2023. At the close of the appellant's case, counsel for the respondent made a no case submission. Having considered the pleadings, relevant authorities and the evidence adduced by the appellant, the learned Judge of the Parish Court upheld the no case submission, entered judgment for the respondent and awarded costs of \$9,000.00 in its favour.

[6] Aggrieved by that decision, the appellant filed his notice of appeal on 5 April 2023, outlining several grounds of appeal. Before us, the appellant, having been advised that certain issues he sought to raise fell outside the proper scope of the appeal, confined his submissions to a single issue, namely, whether the learned Judge of the Parish Court breached his right to natural justice by

preventing him from cross-examining the respondent's witness, thereby rendering the trial unfair.

[7] The appellant, who appeared as a self-represented litigant, submitted that the denial of the opportunity to cross-examine a material witness of the opposing party constitutes a breach of the right to a fair hearing. He contended that cross-examination is crucial to due process and that, had he been afforded that opportunity, he would have been able to challenge any adverse findings made against him. This procedural irregularity, he argued, infringed his right to natural justice and prejudiced his case.

[8] The respondent, on the other hand, supported the decision of the learned Judge of the Parish Court. King's Counsel, Mr Garth McBean, emphasised that the respondent was bound by a garnishee order from the Supreme Court, which did not prescribe the manner in which payments were to be effected. Accordingly, he submitted that the respondent was justified in making the relevant deductions from the appellant's monthly salary. Notwithstanding, the sums deducted had since been fully repaid. He submitted, therefore, that the learned Judge of the Parish Court correctly held that the appellant failed to establish a *prima facie* case. Mr McBean also contended that, in any event, the respondent's witness would not have advanced the appellant's case, as her role was merely to communicate with the appellant on the respondent's behalf.

[9] The plaint did not disclose a cause of action. However, in the particulars of claim, filed on 5 April 2023, the appellant indicated that he sought damages for the alleged wrongful conduct on the part of the respondent. The learned Judge of the Parish Court, construing the claim liberally, treated it as a claim for damages for breach of his employment contract. That construction did not preclude consideration of the appellant's broader allegation of wrongful conduct, and accordingly, this point does not detain the court.

[10] The undisputed evidence before the court is that the respondent was bound by a garnishee order of the Supreme Court to facilitate deductions from the appellant's salary to satisfy a judgment debt of \$1,458,633.82. The order did not prescribe the manner in which the deductions were to be made. Having been served with the order on 15 June 2017, the respondent withheld the appellant's salary for the months of June and July 2017. Those sums were subsequently paid to the appellant in full in August 2017.

[11] It is well established that damages for breach of contract are intended to place the claimant in the position he would have been in but for the breach (see **Robinson v Harman** (1848) 1 Exch 850 and **Titina Costley v Sunlight United Services** [2020] JMCA Civ 12). In the present case, the withheld sums were repaid, and no further loss was pleaded. Furthermore, in circumstances where the respondent acted prudently in compliance with an order of the Supreme Court which, through no fault of its own, lacked specificity, and thereafter remedied any alleged wrong, it cannot be said that there was a breach of the employment contract by way of wrongful conduct. Therefore, there was no basis upon which an award of general and aggravated damages could be made.

[12] Therefore, the learned Judge of the Parish Court properly concluded that the appellant had failed to establish a *prima facie* case in respect of his entitlement to damages, thereby bringing the matter to an end. In light of that finding, there was no legal basis to hear the respondent's case. Accordingly, the respondent's witness was not required to give evidence, and no occasion for cross-examination arose.

[13] For those reasons, this court is of the view that the decision of the learned Judge of the Parish Court cannot be impugned. Accordingly, the order of the court is as follows:

1. The appeal is dismissed.

2. The order of Her Honour Ms A McIntosh made on 24 March 2023 is affirmed.
3. Costs of \$30,000.00 to the respondent.