**Ombanya v Gailey & Roberts Ltd**

**Division:** High Court of Kenya at Nairobi

**Date of judgment:** 2 December 1971

**Case Number:** 358/1971 (14/75)

**Before:** Muli J

**Sourced by:** LawAfrica

*[1] Damages – Master and servant – Wrongful dismissal – Wages for period during which notice would*

*run only recoverable – General damages not awarded.*

**Editor’s Summary**

The plaintiff was held to have been wrongfully dismissed by the defendant. He claimed a month’s salary

in lieu of notice, severance pay, leave pay and general damages for loss of employment. The claim for

general damages was disputed.

**Held –** where there is a period for termination of a contract the damages suffered are the wages for the

period during which normal notice would have been current.

Claim for general damages disallowed.

**Cases referred to Judgment:**

(1) *Kyobe v. East African Airways*, H.C.C.C. 268 of 1970 (unreported).

(2) *Lukenya Ranching v. Kavoloto*, [1970] E.A. 414.