

IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA,
SITTING IN ITS MARCH TERM, A. D. 2025.

BEFORE HER HONOR: SIE-A-NYENE G. YUOHCHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA.....ASSOCIATE JUSTICE
BEFORE HIS HONOR : YAMIE QUIQUI GBEISAY, SR.....ASSOCIATE JUSTICE
BEFORE HER HONOR: CEATNEH D. CLINTON JOHNSON.....ASSOCIATE JUSTICE

The Government of Liberia, by and thru the Ministry of)
Mines and Energy.....Appellant)

Versus)

APPEAL)

T. David Sluward and Abraham Kamara, Holders of)
Class “C” Mining License, Agency Claim #12F/Survey)
Smith Town, Gbarma Mining Agency, Gbarma Statutory)
District, Gbarpolu County, Liberia; and Mohammed)
Kamara, commonly known as “JR”, also of Smith Town,)
Gbarma Statutory District, Gbarpolu County, Republic of)
Liberia..... Appellees)

GROWING OUT OF THE CASE:)

T. David Sluward and Abraham Kamara, Holders of)
Class “C” Mining License, Agency Claim #12F/Survey)
Smith Town, Gbarma Mining Agency, Gbarma Statutory)
District, Gbarpolu County, Liberia; and Mohammed)
Kamara, commonly known as “JR”, also of Smith Town,)
Gbarma Statutory District, Gbarpolu County, Republic of)
Liberia.....Petitioners)

Versus)

) PETITION FOR
) JUDICIAL REVIEW)

The Government of Liberia, by and thru the Ministry of)
Mines and Energy.....Respondent)

Heard: April 8, 2025

Decided: August 14, 2024

MADAM CHIEF JUSTICE YUOH DELIVERED THE OPINION OF THE COURT

The appellees herein, T. David Sluward, Abraham Kamara, and Mohammed Kamara, are all holders of a Class “C” mining license, issued to them by the appellant herein, the Government of Liberia, by and thru the Ministry of Mines and Energy.

We observed that the appellees who were initially the petitioners, designated the Minister of Mines and Energy, et al. as the respondents, now appellant. Noting this erroneous designation, we state herein from the onset that unless a minister or an agent of a Government Agency is being sued in his personal capacity, he/she should not be designated as a party, as was done in this case. The appropriate party in this case is the Government of Liberia, represented by the Ministry of Mines and Energy. Hence, the designation of the Appellant/Respondent should have been, and the same is corrected herein to reflect, *viz.*: “The Government of Liberia, by and thru the Ministry of Mines and Energy”

The records culminating in this appeal indicate that on April 21, 2023, co-appellee Mohammed Kamara, also known as “Mining Boy,” discovered a shining object in Smith Town, Gbarma Statutory District, Gbarpolu County. Subsequent tests conducted by Amara Kanneh, a registered diamond dealer, confirmed that the object was a diamond weighing 53.34 carats.

Following this discovery, other claimants in persons of Fatu Nyumah, Foday Kamara, and Gethan Ward, joint holders of a “Class C” mining license 9F/S, and appellees T. David Sluward, and Abraham Kamara, also joint holders of a “Class C” mining license 12F/S, began asserting ownership claims over the diamond. As a result, the appellant, the Ministry of Mines and Energy, intervened and took custody of the matter in order to conduct an investigation to determine the rightful owner of the diamond.

The records show, and the parties do not dispute, that the Ministry of Mines and Energy, through the Office of the Assistant Minister for Mines, Mr. Emmanuel T. Swen, conducted an investigation into the matter. The findings and conclusions of that investigation established that the disputed diamond belongs to David Sluward and Abraham Kamara, joint holders of Class “C” mining license 12F/S.

Despite the Ministry’s findings, on May 22, 2023, the appellees, seeking to resolve the dispute amicably, signed a memorandum of understanding (MOU) brokered by Hon. Joseph M. Matthews, Representative of District #3, Gbarpolu County. Under the terms of the MOU, the parties agreed that the diamond in question be delivered to Fatu Nyumah, Foday Kamara, and Gethan Ward, joint holders of Class “C” mining license 9F/S, for sale. The appellees were to jointly determine the selling price of the diamond. Fifty percent of the proceeds from the sale would go to Mohammed Kamara, the individual who discovered the diamond, while the remaining fifty percent would be equally divided among the remaining appellees. A copy of the MOU was submitted to the Ministry of Mines and Energy as a proposed resolution to the dispute. However, there is nothing in the records to establish that the Ministry took any action upon receiving the said MOU.

Due to the Ministry’s failure to release the disputed diamond to the appellees in accordance with the terms of the MOU, the appellees, on August 11, 2023, filed a petition for a writ of prohibition before the Justice presiding in Chambers, His Honor Yamie Quiqui Gbeisay, Sr. In the petition, the appellees requested the Justice to prohibit the Ministry of Mines and Energy from unlawfully withholding the diamond, despite the parties having reached a mutual agreement to resolve the dispute.

On August 14, 2023, Mr. Justice Gbeisay ordered the issuance of a notice of assignment, citing the parties to a conference. During the conference, it was revealed that appellees Fatu Nyumah, Foday Kamara, and Gethan Ward had not been served a copy of the investigative report prepared by the Ministry of Mines and Energy, which concluded that the diamond belonged to appellees T. David Sluward and Abraham Kamara. Notably, despite being named as owners in the report, the latter had also signed the MOU, acknowledging that claimants Nyumah, Kamara, and Ward were entitled to share in the proceeds from the sale of the diamond. As a result of this finding, the Justice in Chambers ordered the Ministry to immediately serve the report on all the appellees, but declined to issue the alternative writ of prohibition.

Upon receipt of the investigative report from the Ministry of Mines and Energy, the appellees noted exceptions and formally indicated their intent to seek legal recourse as provided under the law. However, despite the parties having entered into a memorandum of understanding, the appellees remained dissatisfied with the continued retention of the diamond by the appellant. Consequently, the appellees began staging protests at the residence of the then President of the Republic of Liberia, His Excellency George M. Weah. This action attracted significant public attention and brought heightened scrutiny to the ongoing dispute, commonly referred to as the "diamond saga."

In response, the Ministry of Justice established a Joint Security Taskforce comprised of representatives from the Ministry of Justice, the Ministry of Mines and Energy, the Executive Protective Service (EPS), the National Security Agency (NSA), and the Armed Forces of Liberia (AFL). The mandate of the Taskforce was to conduct a prompt and thorough investigation into the matter and submit a comprehensive report of its findings to the Minister of Justice and Attorney General of the Republic of Liberia.

The Joint Security Taskforce commenced its investigation on June 6, 2023, and on June 21, 2023, submitted its findings to the Ministry of Justice. In its report, the Taskforce concluded that the disputed diamond was discovered on Claim 12F/S—an area operated by T. David Sluward and Abraham Kamara—which had been duly registered in accordance with the Mineral and Mining Laws of Liberia.

Following the submission of the Taskforce's report on July 5, 2023, Cllr. Frank Musah Dean, Minister of Justice and Attorney General of the Republic of Liberia, addressed a formal communication to the Minister of Mines and Energy, Hon. Gesler E. Murray, stating that, pursuant to Article 22(a) of the Liberian Constitution, private property rights do not extend to any mineral resources located on or beneath the surface of land, or under the seas and waterways of the Republic. He further emphasized that all mining activities must be conducted under a valid license issued by the Government of Liberia through the Ministry of Mines and Energy; that a further review revealed the mining license held by appellees T. David Sluward and Abraham Kamara had expired on May 25, 2022—approximately one year prior to the discovery of the diamond on April 21, 2023; that consequently, at the time of the diamond's discovery, the appellees no longer held a valid mining license and, as such, lacked the legal authority to conduct mining operations in the area; and accordingly, they were without legal standing to assert any ownership or lay claim to the diamond.

Upon receipt of the communication from the Minister of Justice and Attorney General of the Republic of Liberia, the Minister of Mines and Energy, by letter dated July 12, 2023, informed the appellees of the findings contained therein. Specifically, the Minister conveyed that the appellees' Class "C" mining license had expired prior to the discovery of the diamond, thereby invalidating any claim of ownership they could ordinarily have asserted over the said diamond. This communication effectively reversed the prior investigative conclusions of both the appellant and the Joint Security Taskforce, which had previously recognized the appellees as the rightful owners of the disputed diamond. Furthermore, the letter reiterated the Attorney General's position that, as a mineral resource, the diamond—considering the expiration of the license—had reverted to the State.

Dissatisfied with what they viewed as an arbitrary and prejudicial reversal of official findings, the appellees, on July 16, 2023, filed a nine-count petition for judicial review before the Sixth Judicial Circuit, Civil Law Court, Montserrado County. In their petition, the appellees contended that the Minister of Mines and Energy erred in refusing to release the diamond, especially after all the disputing parties had entered into and executed a memorandum of understanding intended to resolve the matter amicably; that the July 5, 2023 letter from the Attorney General/Minister of Justice—purporting to nullify the conclusions of both the Ministry of Mines and Energy and the Joint Security Taskforce—violated their rights under the Mineral and Mining Law of Liberia. They asserted that on March 17, 2022, appellees T. David Sluward and Abraham Kamara had submitted a completed application to the Ministry of Mines and Energy for the renewal of their Class "C" mining license. According to the appellees, the timely processing of this application would have enabled payment of the required license fees into government revenue, thus renewing their license.

The appellees further alleged that despite their due diligence, the appellant failed to issue the necessary documentation to facilitate payment and renewal, even up to the date of the diamond's discovery. Additionally, the appellees highlighted an established practice within the Ministry whereby holders of expired Class "C" licenses are not *ipso facto* divested of their rights, but are instead subject to a monthly delinquency fine of USD \$12.50 per each month of delay; that there is no statutory timeframe within which this delinquent fee must be paid, thereby allowing continued operation pending payment.

The appellees also argued that Article 22(a) of the Constitution of Liberia, as cited by the Attorney General, is not self-executing and cannot serve as a basis to unilaterally dispossess them of their claim; that although their license had expired, it had never been formally revoked, suspended, or cancelled; that the appellant's abrupt departure from its own longstanding practice—particularly under circumstances involving a diamond of significant value—constituted selective enforcement and discrimination, contrary to constitutional and statutory protections. Accordingly, the appellees submitted that their petition for judicial review was proper and necessary to correct the legal and procedural errors committed by the appellant and to prevent a miscarriage of justice.

In its eleven-count Returns, filed along with a motion to dismiss the appellee's petition, the appellant argued that the principal reason for denying the appellees' ownership claim to the

disputed diamond was the expiration of their Class “C” mining license. Accordingly, the appellant maintained that, pursuant to Article 22(a) of the Constitution, the diamond, as a mineral resource, reverted to the State.

As to its motion to dismiss, the appellant argued that the appellees had previously filed an initial petition for judicial review, but without formally withdrawing it, had proceeded to file a subsequent petition with the same averments and the same parties. Thus, the subsequent filing of the second identical petition violated Section 11.2 of the Civil Procedure Law, which prohibits the initiation of multiple actions of the same nature between the same parties. The trial court, however denied the motion, holding that the first petition had been properly withdrawn without prejudice and therefore did not preclude the filing of the second.

The trial judge proceeded to hear the petition on its merits and thereafter ruled in favor of the appellees, reversing the administrative decision of the Ministry of Mines and Energy, and ordering that the subject diamond be returned to the appellees. We quote below pertinent excerpt of the trial court’s final ruling, to wit:

“...This court says that since the petitioners were granted the right to explore minerals and pay taxes to the government through a valid and legally binding contract or license, the terms of that agreement are binding on the respondent. Respondent's contention that it cannot honor its side of the contract because the petitioner's license has expired and they did not renew, therefore, petitioner cannot benefit, has no legal foundation. The law requires that upon expiration of the petitioner's license, the respondent should notify the petitioner which the respondent failed to do and therefore, cannot invoke a portion of the law in its favor and ignore the other sections because it does not apply to it...

This court observes that in both the communication written by the Minister of Justice, Frank Musah Dean Jr., and count fourteen (14) of the respondent's returns, the alleged legal basis for the respondent taking custody of Petitioner's 53.34-carat diamond is its alleged reliance on Article 22(a) which the respondent claimed has complemented Section 9.9 of the Minerals and Mining Law of Liberia. Further, this Court also strangely observed a complete departure from the respondent's alleged ownership of the diamond in Count 10 of its returns where the selfsame respondent claimed that "upon discovery of the diamond by co-petitioner “Jr.”, he (Jr.) immediately commenced negotiation and received valuable consideration and that the buyer was a good faith purchaser who had purchased the diamond without fraud and factum, and therefore the purchaser had taken custody of the very diamond that the respondent claimed to have owned. This court says while it is alleged by respondent that co-petitioner “Jr” sold the diamond to a good faith purchaser who purchased the diamond, respondent failed to substantiate this claim of payment made to co-petitioner “Jr” by documentary evidence. Moreover, this assertion contradicts the decision of the respondent informing the petitioners that the diamond belongs to the Republic of Liberia since the petitioner's license expired. How could co-petitioner “Jr” sell the diamond to a good faith purchaser who allegedly paid him a consideration and at the same time respondent who is a witness to the

transaction claim ownership now? This Court is baffled by the scale of contradictory argument that is being propounded by the respondent.

Interestingly, Section 9.3 of the same statute captioned "Renewal" says: 'If a License conferring a mineral right expires without a decision having been made on an application for its renewal that was presented in the form and within time limits prescribed by this Law and the Regulations, the said license may nonetheless be extended *Nunc pro tunc* to the date of expiration, and in that case a renewal notice shall be sent to the applicant that his request for renewal has been granted. No mineral right may be granted to any other person until a decision has been made on any application for renewal submitted prior to the date the license expired, provided that the request for renewal shall be deemed denied if, within one hundred and eighty (180) days after the expiration of the said license, no decision has been made and communicated to the applicant'. The record is void of any decision taken against petitioners' renewal.

The Respondent should have exercised the various laws, regulations, and rules and practices that govern grant, expiration, revocation, and suspension of licenses and permits, and the power to ensure that these are complied with. To argue that Article 22(a) gives the right of ownership of the diamond to Respondent because the license of petitioners has expired without due process that is to say to exercise the regulations and laws of the mining sector are equivalent to depriving petitioners of the rights to exist and own property.

The Executive Law and Mineral Law provide a framework for the issuance of mining licenses and the rights of individuals to conduct mining activities. The Respondent government should follow due process and legal procedures when determining ownership rights, especially in cases where the Ministry of Mines and Energy issued a mining license to Petitioners and failed to follow the proper procedures for dealing with the expiration, which may have an impact on the government's ability to claim ownership of the diamond. This Court says the Minister of Justice's reliance on Article 22(a) which has been quoted *inter alia*, clearly demonstrates and supports the conclusion of the Investigative Report which established that the "disputed 53.34-carat diamond was discovered and recovered in Smith Town Gbarma Mining District #2, Lofa River Claim #12F/Survey which belongs to T. David Sluward and Abraham Kamara and registered in accordance with mineral and mining law. This Court agrees that under Article 22 (a) of the 1986 Constitution, a Liberian citizen shall have the right to own property alone as well as in association with others. This constitutional right of associated ownership of property rights with other citizens is clearly highlighted in the Investigative Report which established the origin of the diamond and the ownership of the mining claim to be the property of T. David Sluward and Abraham Kamara. The Respondent parted with rights of ownership at the point of issuing the mining rights to petitioners, the only right the Respondent has is the right to collect taxes and fees associated with operating a mining claim.

The court absolutely disagrees with the Respondent that a mining right granted under Chapter 6, Section 6.3, automatically reverts to the Government under Section 9.9 upon the failure for renewal or expiration of that right absent due process. This Court says the term ‘due process of law’ is synonymous with the term ‘the law of the land’...It is ‘a law which hears before it condemns; which proceeds upon inquiry, and renders judgment only after trial’. *Wolo v. Wolo*, 5 LLR 423 (1937). This Court says the arbitrary application of a sub-clause under the terms ‘renewal and revocation’ of Section 9.9 of the Mineral Statute ought to be read and construed in its entire context, therefore, without due process it is self-serving, illegal, and statutorily void *ab initio*...Therefore, the contention by the Respondent regarding the reversion to the Government of Liberia the mining rights granted to a holder of a mining claim upon expiration is not self-executing; and is not automatic; it must be done consistent with due process as in keeping with Subsections 9.14(c) and (d) of Title 23, Liberian Codes of Law Revised and Article 20(a) of the 1986 Constitution.”

The appellant noted exceptions to the final ruling of the trial court, announced an appeal therefrom, and filed a six-count bill of exceptions for this Court’s perusal. Counts 4 and 5 being relevant for this Court’s determination of the present appeal, we quote same verbatim as follows, to wit:

4. That Your Honor also committed a reversible error when Your Honor confirmed and affirmed the law on Section 9.4 of An Act Adopting a New Mineral and Mining Law Part I, Title 23, Liberia Code of Law Revised in that, the aforesaid section has reference to a period to vacate when the application for renewal, or extension of mineral rights is denied. This provision of the law is inapplicable in that, there is no showing on the part of the appellees of a denial to renew. This assertion has no legal basis in that, on the 28th day of April A.D. 2023, a renewal was done for the benefit of co-petitioner T. David Steward.

5. That Your Honor committed a reversible error when Your Honor confirmed and affirmed Section 9.14 and 9.15. Relocation of Mineral Rights: Effectiveness of relocation in that there is no showing that the mineral rights were revoked. Had said rights been revoked, co-petitioner would not have renewed his license on the 28th day of April A.D. 2023, immediately following the conclusion of the administrative hearing by the Mines and Energy Ministry and upon discovery of the diamond.

Having reviewed the relevant counts of the Appellant’s Bill of Exceptions, this Court finds that the appeal presents a single dispositive issue for determination, *viz.*: Whether the expiration of the appellee’s Class “C” Mining License prior to the discovery of the diamond extinguished any proprietary interest the Appellee may have had in the said diamond.

In order to properly address the aforementioned issue, we take recourse to the applicable law, specifically the Mineral and Mining Law (2000), as well as the records of this case.

We quote below Sections 9.3, 9.9, and 9.14 of the New Mineral and Mining Law (as amended 2000), to wit:

Section 9.3:

“If a license conferring a mineral right expires without a decision having been made on the application for its renewal that was presented in the form and within time limits prescribed by this law and the regulations, the said license may be extended *nunc pro tunc* to the date of expiration, and in that case a renewal notice shall be sent to the applicant that his request for renewal has been granted. No mineral right may be granted to any other person until a decision has been made on any application for renewal submitted prior to the date the license expired, provided that the request for renewal shall be deemed denied if, within one hundred and eighty (180) days after the expiration of the said license, no decision has been made and communicated to the applicant.”[Emphasis ours]

Section 9.9:

“Termination of Mineral Rights. The duration including renewals of mineral rights may expire by the lapse of time, surrender of the mineral right by the holder, or revocation by the Government. When a mineral right expires, the right granted thereunder to the holder shall revert to Government without charge.”

Section 9.14, captioned *Revocation of Mineral Rights*, states:

"Mineral Rights under this law may be terminated by the Government on any of the following grounds: (a) Where the Holder of a Mineral Right fails to commence exploration or Mining within the time required by the Mineral Right, except when caused by force majeure; (b) Where the Operator shall fail to carry out exploration in accordance with a proposed Exploration plan, cease exploration for a period of twelve consecutive months when subject to an exploration License, cease Mining for a period of twelve (12) consecutive months when subject to a Class B Mining License, or twenty-four (24) consecutive month when subject to a class A Mining License, unless any such failure or cessation is consented to by Government or is caused by force majeure; (c) Where violation by the operator of a material provision of this Law or the Regulations, or of the terms of a Mineral Development Agreement, and/or the failure to cure any such material violation within sixty (60) days after notice or such longer period as the Minister may allow; and (d) Where the Operator shall fail to pay any taxes, duties, levies fees, or other payment due Government on the date due and, within sixty (60) days after receiving notice of default or demand for payment, has continued to fail to make payment.”

Upon review of the records, it is evident that the principal contention advanced by the appellant centers on the expiration of the Class “C” mining license held by appellees T. David Sluward and Abraham Kamara. Specifically, the appellant maintains that during the final stage of the investigation conducted by the Attorney General and Minister of Justice, the

appellees failed to present a valid, current mining license to support their claim of ownership over the disputed diamond. Relying on this finding, the Attorney General, by formal communication, advised the Minister of Mines and Energy that the appellees' failure to renew their license in accordance with the Liberia Minerals and Mining Law of 2000 constituted sufficient legal grounds to reject their claim of ownership. Consequently, the appellant asserts that the diamond, being a mineral resource, lawfully reverts to the Republic of Liberia pursuant to Article 22(a) of the 1986 Constitution, which vests all mineral resources in the State.

In rebuttal, the appellees contend that on March 17, 2022, they submitted an application to the Ministry of Mines and Energy for the renewal of their Class "C" mining license. They argue that, had the Ministry duly processed the application, they would have been enabled to remit the required license fees to the government, thereby effecting the renewal of their license. The appellees maintain that despite their diligence, the Ministry failed to issue the documentation necessary to complete the payment process, and this failure persisted up to and including the date the diamond was discovered.

Moreover, the appellees contend that, in accordance with the administrative practices of the Ministry of Mines and Energy, delays in the renewal of Class "C" mining licenses are not treated as grounds for immediate disqualification. Instead, such delays are generally resolved through the imposition of a prescribed monthly penalty fee. Accordingly, they argue that the mere expiration of their license does not ipso facto extinguish their mineral rights.

Additionally, the appellees maintain that although Article 22(a) of the 1986 Constitution affirms that all mineral resources are vested in the Republic, said right is not self-executing. Therefore, they assert that this constitutional provision cannot, in the absence of enabling legislation or compliance with due process under the Minerals and Mining Law of 2000, be invoked to divest them of rights already recognized under the regulatory framework. In view of their pending renewal application and the Ministry's failure to process and issue the requisite payment instruments, they argue that their claim to the disputed diamond remains valid and legally supportable.

Predicated on our comprehensive review of the records certified to this Court, inclusive of the Minerals and Mining Law of 2000 and other relevant constitutional provisions, this Court notes the following observations:

1. That the appellees, T. David Sluward and Abraham Kamara, submitted a timely application for the renewal of their Class "C" license on March 17, 2022, prior to its expiration on May 25, 2022, in accordance with Section 9.3 of the Mineral and Mining Law.
2. That no evidence was presented by the appellant indicating that the renewal application was denied, and no formal revocation or suspension of the license was issued in compliance with Sections 9.14(c) and (d) of the same statute.

3. That Section 9.3 of the Mining and Mineral Law of Liberia (2000) and the regulations by the Ministry of Mines and Energy provide that if a license conferring a mineral right expires without a decision having been made on the application for its renewal that was presented in the form and within the time limits prescribed therein, the said license may be extended *nunc pro tunc* to the date of expiration, and in that case, a renewal notice shall be sent to the applicant that his request for renewal has been granted.
4. That the same section provides that no mineral may be granted to any other person until a decision has been made on any application for the renewal, submitted prior to the date the license expires, provided that the request for renewal shall be deemed denied, if, within one hundred and eighty (180) days after the expiration of the said license, no decision has been made and communicated to the applicant; In the instant case, however, the license according to the records was renewed on April 28, 2023.
5. That in the instant case of the co-appellees, T. David Sluward and Abraham Kamara, having timely submitted a renewal application on March 17, 2022, which was prior to the expiration of their Class “C” license on May 25, 2022, coupled with the fact that the appellants subsequently renewed the said license on April 28, 2023, based on the request for renewal that had been filed on March 17 2022, it is ultra vires for the Government through the Ministry of Mines and Energy to claim automatic reversion of the ownership of the diamond to the Republic.
6. That the assertion of ownership of the diamond by the Ministry of Mines and Energy is not supported by due process, is procedurally defective, and is inconsistent with the Ministry’s earlier acknowledgment of the appellees’ rights through prior investigations.
7. That although Article 22(b) of the Constitution of Liberia vests mineral resources in the Republic, this right is transferable by the government, as was done in this case. Upon the grant of a license, qualified private actors acquire conditional mineral rights which can only be revoked in accordance with statutory and constitutional due process.

We take due cognizance that both the 1986 Constitution and the Minerals and Mining Law (2000) set forth conditions under which the appellant may exercise interest in mineral resources from designated mining areas which have been granted to private individuals or business entities. Instances where such interest may be exercised by the appellant occurs where: (a) a mining license issued by the Ministry of Mines and Energy expires; (b) the mineral right is voluntarily surrendered by the holder; (c) the license is revoked by the Government; or (d) the license holder fails to perform an act required by the Minerals and Mining Law of 2000 within the period prescribed by statute.

In accordance with section 9.9 of the Minerals and Mining Law, the expiry of the appellees mining license prior to the discovery of the diamond within their designated mining area would ordinarily constitute ground for the appellant to exercise control over the diamond that had been discovered by the appellees. However, the appellant’s subsequent action to renew

the co-appellee's license, based on the very same application nullified the appellant's right to benefit to automatic control and ownership of the diamond.

The status and action of the appellees and appellant, respectively, created a scenario of *in pari delicto*, which operates in favor of the appellees as an affirmative defense against the appellant's claim that by virtue of the expiration of the former's license prior to the discovery of the subject diamond, they were automatically divested of any right they had to the said diamond, as said right had reverted to the Government.

Therefore, by operation of law, the appellees' submission of a timely renewal application preserved their right to operate under a Class "C" license, given that the appellant subsequently renewed the said license on April 28, 2023, based on the same request that had been filed on March 17, 2022. Pursuant to section 9.3 of the Minerals and Mining Law (2000), we hold that the appellees T. David Sluward and Abraham Kamara Class "C" Mining License was extended *nunc pro tunc* to the date of expiration of the said license, and it was *ultra vires* for the Ministry of Mines and Energy to claim that the diamond, subject of this appeal, reverted to the Republic.

Furthermore, the records clearly reflect that both the Joint Security Taskforce and the Ministry of Mines and Energy concluded that the disputed diamond was discovered within the confines of Claim 12 F/S, an area operated by T. David Sluward and Abraham Kamara under a Class "C" mining license. In addition, all disputing parties, with the exception of the Ministry of Mines and Energy, acknowledged and accepted this location as the site of discovery.

WHEREFORE AND IN VIEW OF THE FOREGOING, the final ruling of the Sixth Judicial Circuit, Civil Law Court, Montserrado County, which reversed the administrative decision of the Ministry of Mines and Energy is hereby affirmed. The appellants are ordered to return the 53.34 carat diamond to co-appellees, T. David Sluward and Abraham Kamara, or in the alternative, pay to the said appellees the fair market value of a diamond of such carat. The Clerk of this Court is ordered to send a Mandate to the trial court, commanding the judge presiding therein to resume jurisdiction over this case and give effect to the Judgment of this Opinion. Costs are disallowed. AND IT IS HEREBY SO ORDERED.

Affirmed

When this case was called for hearing, Counsellors Augustine C. Fayiah, Solicitor General, Republic of Liberia and Jerry D.K. Garlawulo, of the Ministry of Justice appeared for the appellants. Counsellors M. Wilkins Wright, Kabineh M. Ja'neh and Sayma Syrenius Cephas appeared for the appellees.