

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA
SITTING IN ITS OCTOBER TERM, A.D. 2025

BEFORE HIS HONOR: YAMIE QUIQUI GBEISAY, SR.....CHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA.....ASSOCIATE JUSTICE
BEFORE HER HONOR :CEAINEH D. CLINTON JOHNSON.....ASSOCIATE JUSTICE
BEFORE HIS HONOR: BOAKAI N. KANNEH.....ASSOCIATE JUSTICE

Cllr. Kuku Y. Dorbor of Montserrado County,)
Republic of LiberiaMovant/ Appellee)
)
Versus) MOTION TO DISMISS APPEAL
)

Roberto S. Robert of the City of Paynesville,)
Montserrado County, Republic of Liberia)
LiberiaRespondent/Appellant)

GROWING OUT OF THE CASE :)
)

Roberto S. Robert of the City of Paynesville,)
Montserrado County, Republic of Liberia)
..... Appellant)

Versus) APPEAL
)

Cllr, Kuku Y. Dorbor of Montserrado County,)
Republic of Liberia.....Appellee)

GROWING OUT OF THE CASE:)
)

Kuku Y. Dorbor of Montserrado County, Republic)
of Liberia Plaintiff)

Versus) ACTION OF EJECTMENT
)

Roberto S. Robert, Mark Doe, Tenneh, Depatie,)
Morris and all other to be identified of the City of)
Paynesville, Montserrado County, Republic of)
LiberiaDefendants)

Heard: October 20, 2025

Delivered: December 18, 2025

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE COURT

This motion to dismiss an appeal currently before the Honorable Supreme Court of Liberia emanates from an ejectment action filed by Counsellor Kuku Y. Dorbor, movant/appellee, in the Civil Law Court for Montserrado County against several defendants. The trial court

having ruled in favor of the movant/appellee on May 7, 2025, one of the defendants, respondent Roberto S. Robert, excepted to the court's final ruling and announced an appeal to the Supreme Court. Roberto S. Robert filed his bill of exceptions and perfected his appeal as required by the appeal statute.

The movant/appellee contends that the respondent, Roberto S. Robert's appeal be dismissed because it was not statutorily perfected as required by Section 51.4 of the Civil Procedure Law of Liberia. In support of her contention, movant argued that the respondent having announced an appeal after the rendition of trial judgement and filed an approved bill of exceptions on May 12, 2025, he proceeded to serve a notice of completion of appeal on May 30, 2025, before the filing of his appeal bond, which was filed on June 4, 2025, that is, after the notice of completion of appeal was filed and after the lower court lost jurisdiction of the case; that also the respondent's appeal bond was defective in that the jurors awarded to the movant US\$5,000.00 (Five Thousand United States Dollars) as specific damages and US\$75,000.00 (Seventy-five Thousand United States Dollars) as general damages, but the respondent filed an appeal bond in an amount of US\$5,000.00 (Five Thousand United States Dollars) only, which was far below the judgment amount; besides, the audited financial statement of the respondent's insurance company (Sky Insurance Company) presented by the movant is for the year 2023, which does not indicate that the insurance company was liquid to serve as the surety for the respondent at the time of the appeal.

The respondent counters that his appeal was compliant with the statutory requirements outlined in Section 51.4 of the Civil Procedure Law of Liberia; that he filed his appeal bond on June 4, 2025, followed by the notice of completion of appeal on June 6, 2025.

This Court has consistently held that service and filing of the notice of completion of appeal removes the case from the lower court and that the lower court loses jurisdiction of an appeal process after the notice of completion has been filed: *Kailondo Petroleum, Inc. v. Guaranty Trust Bank (Liberia) Limited*, Supreme Court Opinion, October Term A.D. 2022; *Nyimeda M. Badio v. William H. Badio Sr. & Mrs. Esther Big Ma Badio*, Supreme Court Opinion, March Term, A.D. 2020; *Standard Motor Corp. v. Pratt*, 21 LLR 381,383 (1972). The Court has also held that an appeal bond must comply with the judgment amount, and for an appeal bond to be sufficient, it must be in an amount adequate to indemnify the appellee from all cost and injury arising from the appeal and to comply with the Judgment of the appellate Court: *Intrusco Corp. v. Duo*, 30 LLR 537, 545 (1983).

Reviewing the records of the case file, the Court found that the respondent excepted to the trial court's final ruling made on May 7, 2025, and announced an appeal therefrom; that the

bill of exceptions was filed on May 12, 2025, in conformity with the appeal statute. The controversy arises with respect to the last two statutory steps that must be executed to perfect an appeal, that is, filing of the appeal bond and the service and filing of the notice of completion of appeal.

As to the movant's contention that the respondent filed his notice of completion of appeal on May 30, 2025, before the filing of his appeal bond, and therefore the filing of the appeal bond in the circuit court after the notice of completion of appeal was filed rendered the appeal bond a nullity, but the respondent's denied the allegation. The respondent countered that he did file the appeal bond on June 4, 2025, followed by the filing of the notice of completion of appeal on June 6, 2025.

Our review of the records in the file shows the following: that the respondent requested from the clerk of the trial court a notice of completion of appeal which was issued by the clerk to the respondent on May 30, 2025; thereafter, the respondent proceeded to file his bond with the court on June 4, 2025, and on the same June 4, 2025, proceeded to serve the notice of completion of appeal. This is evident in the record by the signature of the movant's Law Firm on the notice of completion of appeal. The respondent having served the notice of completion of appeal on the movant on June 4, 2025, he proceeded to file the said signed notice of completion of appeal with the trial court on June 6, 2025.

The Court says the issuance of the notice of completion of appeal by the clerk to the appealing party is not the date of the computation of the filing of the notice of completion of the appeal. The computation of the time the notice of completion of appeal removes the matter from the lower court is the date the notice is filed with the lower court, that is after its service on the opposing party. In this case, the notice of completion of appeal was served on the movant on June 4, 2025, and thereafter filed with the lower court on June 6, 2025.

The issuance date of the notice by the clerk of the lower court does not constitute filing of the notice of completion of appeal as the movant holds. The movant apparently mistook the issuance of the notice of completion of the appeal by the clerk of the trial court to the respondent to be the date of the filing of the notice. The statute having required that the respondent apply for issuance of the notice of completion of appeal by the clerk of the lower court, and after said issuance the notice be served on the movant by the respondent and subsequently filed with the lower court, the sequence of the dates on the appeal documents in the court's file conforms to the requirement of the appeal process, and we must disagree with the movant that the notice of completion of the appeal was filed on May 30, 2025, before the filing of the bond, and therefore that made the bond a nullity.

We find that the bond and notice of completion of the appeal as claimed by the respondent were filed and served on June 4, 2025, and the notice of completion filed with the court on June 6, 2025, well within the statutory period of sixty days, considering that the appeal period ran up to July 6, 2025.

The Court having found that the appeal was perfected in the sequential order and within the required statutory time, we are now brought to the second contention of the movant in her motion to dismiss - that the respondent's bond is insufficient and should be set aside as the total judgment amount awarded to movant by the trial court was US\$80,000 (Eighty Thousand United States Dollars) and the bond amount proffered by the respondent stood at US\$5,000 (Five Thousand United States Dollars); and besides, the audited financial statement proffered by the respondent's insurance company (Sky Insurance Company) was for the year 2023, which does not indicate that the insurance company is liquid to serve as surety for the respondent.

As to the adequacy of an appeal bond, this Court in accordance with the Civil Procedure Law Rev. 1: 51.8 has held that an appeal bond should serve two purposes: 1) to indemnify the appellee from all costs or injury arising from the appeal, if unsuccessful, and 2) to comply with the judgement of the appellate court or any other court to which the case is removed; that the appeal bond must be sufficient to cover the judgment awarded and court costs and that where the bond is less than the amount of the judgment, same is inadequate to indemnify the appellee: *Management of Intrusco, Inc. v. Duo, Taye v. Kiawood*, Supreme Court Opinion, October Term A.D. 2014; *NBL v. Karloweah et al.*, 42 LLR 389,397(2005).

The trial court, as the case records reflect, found the respondent along with others liable to the movant for US\$5,000.00 (Five Thousand United States Dollars) as specific damages and US\$75,000.00 (Seventy-five Thousand United States Dollars) as general damages, but the records reveal that the respondent's appeal bond proffered is Five Thousand United States Dollars (US\$5,000.00). This amount of the appeal bond is strikingly inadequate to serve as an indemnity bond for the lower court's final ruling and this Court says is a ground sufficient for the dismissal of the appeal. And this Court so holds.

The records having shown that the appeal bond in this case is insufficient for indemnifying the movant/appellee and is ground for dismissal of the appeal, the court says that there is no need to further go into a review of the audited financial statement of Sky Insurance Company, the respondent's surety, since the appeal bond on its face does not meet the sufficiency required for a valid appeal bond that would confer jurisdiction on this Court to assume jurisdiction to hear the appeal.

WHEREFORE AND IN VIEW OF THE FOREGOING, the movant's motion to dismiss the appeal is hereby granted, and the appeal ordered dismissed. The Clerk of this Court is ordered to send a Mandate to the court below commanding the judge presiding therein to resume jurisdiction over the case and enforce its final ruling. Costs are ruled against the respondent. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLOR KUKU Y. DORBOR OF THE HENRIES, KRUAH AND ASSOCIATES LAW FIRM AND ANTHONY D. MASON APPEARED FOR MOVANT. COUNSELLOR ABRAHAM TAMBA GBORIE OF THE WRIGHT AND ASSOCIATES LAW FIRM APPEARED FOR RESPONDENT.