

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: CEANEH D. CLINTON-JOHNSON.....ASSOCIATE JUSTICE
BEFORE HIS HONOR : BOAKAI N. KANNEH.....ASSOCIATE JUSTICE

Board of Tax Appeals (BOTA) by and thru its Board of)
Commissioners of the City of Monrovia, Montserrado)
County, Republic of Liberia.....1st Appelant)
)
Liberia Agriculture Corporation (LAC), represented by)
its General Manager and Authorized Officers,)
Republic of Liberia2nd Appellant)
)
Versus) APPEAL
)
The Liberian Revenue Authority, represented by its)
Commissioner General, James Dorbor Jallah of the City of)
Paynesville, Montserrado County, Republic of Liberia)
..... .. Appellee)
)

GROWING OUT OF THE CASE

The Liberia Revenue Authority, represented by its)
Commissioner General, James Dorbor Jallah of the City of)
Paynesville Montserrado County, Republic of Liberia.....)
.....Petitioner)
)
Versus) PETITION FOR
) JUDICIAL REVIEW
)

Board of Tax Appeals (BOTA) by and thru its Board of)
Commissioners of the City of Monrovia, Montserrado)
County, Republic of Liberia1st Respondent)
)
AND)
)
Liberia Agriculture Corporation (LAC), represented by its)
General Manager and Authorized Officers, Republic of)
Liberia 2nd Respondent)
)

Heard: January 8, 2026

Decided: February 12, 2026

MR. JUSTICE KANNEH DELIVERED THE OPINION OF THE COURT

The appellant, Liberian Agricultural Corporation (LAC), is before this Court based upon an appeal from the final ruling of the Tax Court, Montserrado County, in an action of petition for judicial review instituted by the appellee herein, the Liberia Revenue Authority (LRA) represented by its Commissioner General, Mr. James Dorbor Jallah. The appellant has presented for our review, a twenty-three (23) count bill of exceptions which they allege constitute reversible errors committed by the

trial judge. We first examine the trial records to ascertain the facts and circumstances that culminated into the present appeal.

The certified records reveal that the appellant, Liberian Agricultural Corporation, entered into a concession agreement with the Government in 1959 to operate a rubber plantation in Liberia. This agreement spans decades and has been the subjected to several modifications by the parties to meet their demands. However, on January 21, 2022, the Liberian Agricultural Corporation received a communication from the National Resource Tax Division of the LRA informing LAC of its generated tax statement amounting United States Dollars One Million Five Hundred Ninety-Eight Thousand Seven Hundred Ninety-One Dollars Sixty-One Cent (USD 1, 598,791.61) for unpaid advance corporate income tax calculated on LAC's gross income for the fourth quarter 2019, third quarter 2019, and the fourth quarter 2020. The Liberian Agricultural Corporation then wrote a communication to the National Resource Tax Division of the LRA notifying it of its exemption from advance tax payment. It was at this point that the National Resource Tax Division informed LAC that it is not exempted from paying advance tax on its income tax liability and issued a seventy-two hours notice for LAC to comply with its obligations.

Dissatisfied with the decision of the National Resource Tax Division, the Liberian Agricultural Corporation filed a formal complaint before the LRA Hearing Panel. On September 6, 2024, the LRA Hearing Panel, having reviewed the matter, made a decision against the LAC wherein it ruled as follow to wit:

“LAC is not exempted from paying advance tax on its income tax liability in keeping with Article VII of its Concession Agreement.”

The LRA stated that in accordance with the Concession Agreement, LAC's income tax is determined by its gross operating income less all deductions allowed by any applicable Liberian laws or regulations; and that advance tax on LAC's income tax liability is an applicable law [pursuant to Section 904(a)(1) of the Revenue Code.”

The Liberian Agricultural Corporation, being dissatisfied with the decision of the LRA, appealed to the Board of Tax Appeal (BOTA) consistent with Section 59 of the Revenue Code; and the BOTA in disposing the appeal on November 26, 2024, reversed the LRA decision by holding that the LAC, pursuant to Section 601(a)(2) of the Revenue Code, is exempted from making advance payments under Section

904(a)(1) of the Revenue Code and that the said company is not liable as claimed by the LRA. We quote herein below excerpt of the ruling by BOTA:

“Considering this principle of law, we shall proceed to interpret section 904(a)(1) of the Code and section 601(a)(2) vis-a-vis Article VII of LAC’s Concession Agreement to ascertain whether or not the tax base for the payment of advance income by LAC is paid on the gross income or is paid on the net income.

Beginning with Section 904(a)(1) of the Code it is provided therein that any person required to file an income tax return must also make advance payments on gross income. This provision prescribes a general mandate for all income tax return filers. However, section 601(a)(2) which deals with income tax taxation of income of agriculture and renewable project under concession prescribes a specific provision. The specific provision is that if a concession agreement does not have a specific rule the general rules of Part II shall apply. In the case of LAC agreement there is a specific rule that says, for each year during the term of this agreement in which the government shall levy an income tax of general application, the corporation shall pay such tax in accordance with the applicable rate on its net income derived from its operation subject to the conditions herein after provided. This means that the specific rule in LAC concession agreement as acknowledged by the section 601(a)(2) renders the general rule in Part II, particularly Section 904(a)(2), unenforceable.”

The LRA discontented with the ruling of the BOTA and in consonance with its statutory right to appeal pursuant to Section 60 (g) of the Revenue Code filed a petition for judicial review in the Tax Court, Montserrado County on December 20, 2024, requesting the said court to review the ruling by BOTA.

The trial judge, upon receipt of the petition, ordered LAC to appear and filed its response to the petition on or before December 30, 2024, and to show cause why the petition should not be granted. In adherence thereto, the LAC filed its response wherein it denied the petition and stated that the BOTA’s interpretation of Section 904(a) and 601(a) of the Code is correct and that LAC is exempted from Section 904(a) of the Code.

On January 21, 2025, the trial judge, having reviewed the petition and the returns thereto and listened to oral arguments by the counsels representing the parties, rendered his final ruling, an excerpt of which we quote as follows to wit:

The Court shall revert to Sections 904(a)(1) and Section 601(a)(2) of the Revenue Code along with Article VII of the Liberia Agriculture Company (LAC) Concession Agreements to answer this question. The Court shall also revert to applicable provisions of the Constitution, the Administrative Procedure Act, the Civil Procedure Law, the Supreme Court Opinions, and other persuasive authorities to support its analysis.

Section 904(a)(1) of the Revenue Code provides:

“Advance Payment Requirement for Income Tax Filers. All persons who are required to file an income tax return for a tax period are required to make advance payments of the income tax liability for the period.

(1) Advance payments are due quarterly in an amount equal to 2% of the gross income for the quarter, and are creditable against the total income tax liability for the tax period.”

Section 601(a)(2) of the Revenue Code provides:

“Income from renewable resource projects or from agricultural production under an agricultural concession agreement is subject to the rules of this Chapter. In the absence of a specific rule, the general rules of Part II apply.”

Article VII of the Liberia Agriculture Company (LAC) Concession Agreement provides:

“For each year during the term of this agreement, in which the Government shall levy an income tax of general application, the corporation shall pay such tax, in accordance with the applicable rates, on its net income derived from its operations subject to the conditions herein provided.”

“Net income, for the purpose of computing any income tax as aforesaid, shall be determined in accordance with generally accepted accounting principles consistently applied and shall be understood to mean the gross operating income of the corporation (exclusive of any income from the exchange of capital assets) derived from operations under the concession and computed without reference to any income arising from sources outside of the Republic, less all deductions allowed by any applicable Liberian Laws or regulations, including, without being limited thereto, deductions for all costs of production and costs of operation, including interest expense and reasonable allowances for depreciation, amortization and obsolescence (based upon normal assets life). And for any and all other costs and expenses incidental thereto, including all such costs and expenses of all accessory works and Installation.

“The Government agrees that payment by the Corporation of income taxes to the extent set forth shall be a complete satisfaction and in lieu of all other taxes, levies, duties or fees of any character, whether national or local, and that the Corporation and its property shall be exempt throughout the terms of this agreement from any and all other taxes, levies,

imposts, duties, royalties, stamps (except as provided in Article V(a) hereof), licenses, tolls, customs tariffs, dues, fees or permits of any kind whatsoever, whether national or local and whether or not of the general character hereinbefore enumerated, which otherwise would be imposed with respect to the concession, including the accessory works and installations, the properties and/or operations of the corporation thereunder, the products thereof, or the income derived therefrom. Distributions of such income or accumulations thereof shall be exempt to the recipient from all such taxes, levies, duties or fees, whether distributed as a dividend, or otherwise, and whether in cash, securities or property.”

This Court having carefully review the relevant provisions of Article VII of the LAC Concession Agreement regarding the payment of taxes, we are of the opinion that the said Concession Agreement is a law; that the LAC pursuant to the terms of the Concession Agreement is obligated to pay taxes to the Government of Liberia in keeping with the express wordings of Article VII of the Liberia Agriculture Company (LAC) Concession Agreement.

Also, a careful review of Article VII of the LAC Agreement in conjunction with Section 904(a)(1) and Section 601(a)(2) of the Revenue Code reveals that the wordings of the LAC Concession Agreement does not expressly or subtly prohibit the LAC from making advance payments pursuant to Section 904(a)(1) of the Revenue Code. In other words, there is absolutely nowhere in the Concession Agreement, specifically Article VII, is it expressly stated or agreed upon that the Government of Liberia is prohibited from demanding or collecting taxes in advance from the LAC.

What we do see, and take judicial notice thereof, is the fact that Section 601(a)(2) of the Revenue Code reinforce the general rules of Part II of the Code [specifically Section 904(a)(1) and explicitly created an exceptions/exemption in the existence of a specific rule. Section 601(a)(2) of the Revenue Code reads thus: “Income from renewable resource projects or from agricultural production under an agricultural concession agreement is subject to the rules of this Chapter. In the absence of a specific rule, the general rules of Part II apply.” *[Note our Emphasis]*

The LAC has argued that this provision of the Revenue Code [Section 601(a)(2)] exempts it from Section 904(a)(1) of the Code since it has a Concession Agreement. The LAC also argued that its Concession Agreement stands as the exception to the general rule and that the said Agreement serves as the specific rule referenced in Section 601(a)(2). Further, the LAC argued that given the fact the LAC Concession Agreement

specifically requires it to pay taxes only on its “net income” and not “gross income”, it is exempted from the general application referenced in Section 904(a)(1) of the Code.

The LAC, in making its case on this point, has drawn our attention to the express wordings of Article II of the Concessions Agreement which states:

“For each year during the term of this agreement, in which the Government shall levy an income tax of general application, the corporation shall pay such tax, in accordance with the applicable rates, on its net income derived from its operations subject to the conditions herein provided.” *[Emphasis Ours]*

It is based on the above, and Section 601(a)(2), the LAC concludes that it is exempted from the general application referenced in Section 904(a)(1) of the Code.

This Court says that given the rules of statutory interpretation, plus the fact that this Court must harmonize the Concessions Agreement with the Revenue Code, we disagree.

Our disagreement stems from the fact that the LAC’s argument—that Section 601(a)(2) of the Revenue Code exempts the LAC from Section 904(a)(1) of the Code since the LAC Concession Agreement serves as the specific rule referenced in Section 601(a)(2) of the Revenue Code, and that the Concession Agreement stands as the exception to the general rule of Section 904(a)(1) of the Code—is a statutory wedge tactically drawn between the Concession Agreement and the Revenue Code to create an irreconcilable conflict between the Concession Agreement and the Revenue Code.

This Court sees the LAC argument to be in conflict with the rules of statutory interpretation because the “specific rule” or the “absence of specific rules” referenced in Section 601(a)(2) from all intent and purposes expressly speaks directly to “rules provided under the Revenue Code” and not a Concession Agreement. Section 601(a)(2) of the Revenue Code reads:

“Income from renewable resource projects or from agricultural production under an agricultural concession agreement is subject to the rules of this Chapter. In the absence of a specific rule, the general rules of Part II shall apply.”

[Note our Emphasis]

We believe that the phrase “rules of this Chapter” and “absence of specific rules” followed by the general “rules of Part II shall apply” mentioned and highlighted herein above speaks directly to “rules provided under the Revenue Code and not a Concession Agreement.”

This position of the Court is supported by the fact that the first sentence of Section 601(a)(2) closes with the phrase “rules of this Chapter”; and the following sentence which contains “absence specific rules” is closely followed by the “general rule of Part II shall apply.”

Under the statutory construction principle of “same word, same meaning” or the “presumption of consistent usage” it is stated that if a legislature uses the same words in the statute, it intends them to have the same meaning.

<https://app.leg.wa.gov/committeeschedules/Home/Document/41619>;

The Ontario Court of Appeal Considers The Presumption of Consistent Expression in Contractual Interpretation | McCarthy Tétrault.

In other words, when interpreting statutes, the principle of “same words, same meaning” requires that if a word or phrase is used multiple times in a statute, it should be given the same meaning unless the context clearly indicates otherwise. *Id.*

In the case, *Management of the Liberia Coca-Cola Bottling Company (LCCBC) v. Natt*, Supreme Court Opinion, March Term A.D. 2021, the Supreme Court adopted a similar statutory construction approach when it held that:

“In interpreting the provisions of a statute, all provisions or sections relating to the same subject, or provisions, having the same general purpose should be construed together as though they constituted one law, or one provision. They must be governed by one system, one spirit and policy.”

Also see the cases, *Commercial Fisheries Corporation v. PUK YANG Fisheries*, 35 LLR 534, 546 (1998); *Roberts v. Roberts*, 7 LLR 358 (1942); *Abraham V. Cooper* 21 LLR 157 (1972)

Applying this legal template to the facts of this present case we see that the Legislature in promulgating Section 601(a)(2) of the Revenue Code consistently used the phrase “rules of this Chapter” followed by “absence specific rules” and then “rules of Part II shall apply”. Given the manner and form the word “rules” is being consistently used in Section 601(a)(2) of the Revenue Code, we can logically conclude that the multiple usage of the same word or phrase in Section 601(a)(2) of the Revenue Code has the same meaning and cannot be construed to mean “a Concession Agreement.”

This position of the Court is supported by the fact that if the Legislature intended to make a Concession Agreement an exception to the general rule of Part II [Section 904(a)(1)], they would have clearly express it in unequivocal terms at the onset of Section 601(a)(2) of the Revenue Code. It is our opinion that if the Legislature intended to make a Concession Agreement an exception to the general rule of Part II [Section 904(a)(1)] they would have clearly stated that agriculture companies holding Concession Agreement are the exception to Section 904(a)(1) and that the said Section 904(a)(1) are not applicable to agriculture companies holding Concession Agreement.

But because the Legislature did not expressly make a Concession Agreement the exception in Section 601(a)(2) or the

exception to the “rules of this Chapter”, the Court in giving deference to the clear and unmistakable wordings of the statute is unable to agree with the LAC that its Concession Agreement is the exception. We believe that if we were to adopt the LAC’s argument, we will not only be engaging into the turbulent sea of judicial legislation by adding and subtracting from the Revenue Code; but we will also be creating a conflict between the LAC Concession Agreement and the Revenue Code. *Multinational Gas and Petrochemical Company v. Crystal Steamship Corporation, S.A. et. al.*, 27 LLR 198 (1978).

The Supreme Court has cautioned that: “it is not the province of the courts to add or subtract from legislation where the meaning is plain.” The Supreme Court has held that: “in interpreting statutes, courts are treading on delicate ground, because courts must be careful in construing the acts of the Legislature to avoid even the appearance of attempting to legislate. the courts, therefore must adhere to the legal principles common of construction.” *Shannon v. Liberia trading Corporation*, 23 LLR 66 (1974); *Multinational Gas and Petrochemical Company v. Crystal Steamship Corporation, S.A. et. al.*, 27 LLR 198 (1978); *The International Trust Company of Liberia v. Doumouyah*, 36 LLR 358 (1989).

It is the law that the canons of statutory interpretation and application are mandatory and must be strictly adhered to. *Abi Jaudi & Azar Trading Corporation v. The Monrovia Tobacco Corporation*, 35 LLR 22, 34 (1998). These canons do not only require that the focus of courts in interpreting statute must be restricted to the act itself to determine the objective of the Legislature but that to ascertain said legislative object, the occasion and the necessity of the enactment, and in some cases, public policy should be given serious consideration. *Commercial Fisheries Corporation v. PUK YANG Fisheries*, 35 LLR 534, 546 (1998); *Roberts v. Roberts*, 7 LLR 358 (1942). [Note our emphasis]

In *Roberts v. Roberts*, the Supreme Court held that:
“All statutes are presumed to be enacted by the legislature with full knowledge of the existing condition of the law and with reference to it. They are therefore to be construed as a part of a general and uniform system of jurisprudence, and their meaning and effect is to be determined in connection, not only with the common law and the constitution, but also in connection with other statutes on the same subject, and, under certain circumstances, with statutes on cognate and even different subjects. This rule of construction, however, so far as prior statute in question is really doubtful to cases where the statute is clear on its face, prior statutes may not be consulted to create an ambiguity. In the construction of private statutes the rule is more restricted, and resort may not be had to any other private

act not relating to the same parties and the same subject matter. Where two statutes are in apparent conflict, they should be so construed, if reasonably possible, as to allow both to stand and to give force and effect to each. If it is not possible to reconcile inconsistent statute, the dates of their enactment will be examined in determining the legislative intent and effect given to the later one.” *Roberts v. Roberts*, 7 LLR 358 (1942)

We confirm the Supreme Courts holding articulated herein above and hold that because the specific rule referenced in Section 601(a)(2) of the Revenue Code from all intent and purposes expressly speaks directly to rules provided under the Revenue Code” and not a Concession Agreement; plus the fact the LAC Concession Agreement and the Revenue Code must be construed as a general and uniform system of our jurisprudence, the Liberia Agriculture Company (LAC) is not exempted from Section 904(a)(1) of the Revenue Code.

This position of the Court stated herein above is in consonance with manifold Supreme Court Opinions which state: “the courts cannot substitute their discretion or judgment for that of an administrative agency but will only determine the lawfulness of its action.” *The Liberia Institute of Certified Public Accountants of Liberia v. Ministry of Finance*, 38 LLR 657 (1998); *Vijayraman and Williams v. The Management of Xoanon Liberia (Ltd.)*, 42 LLR 41 (2004).

The Administrative Procedure Law, Section 82.8(7) provides that “the court may reverse or modify the decision of an agency if substantial rights of a party have been prejudiced because the administrative findings, inferences, conclusions or the decisions are:

- (a) In violation of constitutional or statutory provisions;
- (b) In excess of the statutory authority of the agency;
- (c) Made upon unlawful procedure;
- (d) Affected by other error of law;
- (e) Clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or
- (f) Arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.”

This Court says that in addressing the lawfulness of the LRA’s determination of September 6, 2024, the BOTA was obliged to determine whether or not the LRA determination was: (1) within a reasonable perimeter of the law and (2) if substantial rights of the LAC had been severely injured by the LRA’s determination before invoking other applicable laws to reverse the LRA.

Now, while it is true the BOTA has the authority to reverse or modify the LRA’s determination where it is in violation of the law, or in excess of its statutory authority, or the determination is made upon unlawful procedure, or not supported by substantial evidence, or is arbitrary and capricious in nature; the

flip side of the coin is that the BOTA cannot substitute their discretion or judgment for that of the LRA especially where the LRA's determination is: (1) reasonably within the perimeter of the law from a legal perspective and (2) there's no substantial injury suffered by the LRA's determination.

Applying this legal maxim to the present case, we see that the LRA committed no error when it determined that the Liberia Agriculture Company (LAC) is not exempted from Section 904(a)(1) of the Revenue Code; and even if we were to adopt the BOTA's findings and impute palpable error to the LRA's determination we are still unable to see how said error substantially injured the LAC given the fact that under Section 904(a)(1) the advance payments are creditable against the total income tax liability of the LAC. Section 904(a)(1) states:

“Advance payments are due quarterly in an amount equal to 2% of the gross income for the quarter, and are creditable against the total income tax liability for the tax period.”

[Note our emphasis]

We hold here, that because the LRA's determination is not only correct but falls within a reasonable perimeter of the law; and that there is no showing that the LRA's determination injured the substantial rights of the LAC, the BOTA erred by reversing the LRA's determination of September 6, 2024.

Before concluding this ruling, we will be remiss if we fail to comment on the June 19, 2002 communication from Madam Juanita E. Neal, Former Deputy Minister of Revenue, which the LAC also used as a reliance to prove that it is exempted from Section 904(a)(1) of the Code. Relevant excerpts of the communication upon which the LAC relies reads thus:

“The LAC is operating under the provisions of its concession agreement with respect to taxation, and not necessarily under the tax laws of general application. The presumptive tax is not applicable since there is no provision in the concession agreement for same. Notwithstanding the foregoing, your corporation is under the obligation to file Corporate Income Tax Returns and pay corporate tax pursuant to LAC Concession Agreement and the applicable provisions of the Revenue Code of Liberia Act of 2000...” *[Note our Emphasis]*

This Court says that a careful reading of the above quoted excerpts renders no support to the LAC's theory because while it is true Minister Juanita E. Neal did opined that “..the LAC is operating under the provisions of its concession agreement with respect to taxation, and not necessarily under the tax laws of general application”” she also in the same paragraph concluded on the note that:

“Your corporation [the LAC] is under obligation to file Corporate Income Tax Returns and pay corporate tax pursuant

to LAC Concession Agreement and the applicable provisions of the Revenue Code of Liberia Act of 2000.”

But more besides, this Court says that between the Former Deputy Minister of Revenue’s opinion and the current Commissioner General’s determination [opinion] regarding the interpretation of the Revenue Code *viz* the LAC Concession Agreement, we must give due deference to the recent determination [opinion] of the Commissioner General pursuant to the Chevron doctrine since the Commissioner General of the Liberia Revenue Authority is the current chief administrator for revenue collection and the Revenue Code. *Chevron U.S.A. v. Natural Resources Defense Council Inc.*, Supreme Court of the United States (1984).

In light of this we hold that because the Commissioner General’s determination is not unreasonable or arbitrary or capricious in nature, same is hereby affirmed.

The appellant, having noted exceptions to the ruling of the trial judge, filed a twenty-three-count bill of exceptions which we also quote herein below as follows, to wit:

1. That Your Honor committed a reversible error by misrepresenting the ruling of the Board of Tax Appeals (hereinafter “Co-Appellant BOTA”). The focus of Co-Appellant BOTA’s ruling was not about Appellant LAC being exempt from the obligation to pay advance tax under Section 904(a)(1) of the Code, but that Co-Appellant BOTA’s determination was based on the issue:

“Whether the LRA’s imposition of a 2% advance income tax on LAC’s gross turnover, as generally required by Section 904(a)(1) of the Revenue Code, is consistent with Article VII of LAC’s Concession Agreement and Section 601(a)(2) of the Revenue Code?”

For this reason, Appellant LAC excepts.

2. That Your Honor erred in Your Honor’s interpretation of Section 601(a)(2) by concluding that the “specific rule” in the said Section 601(a)(2) must be found in the Revenue Code itself. The phrase “in the absence of a specific rule” does not mandate that such rule must be codified within the statute, but rather allows for its existence in a concession agreement, as the provision explicitly references Appellant’s LAC Concession Agreement.

For this reason, Appellant LAC excepts.

3. That Your Honor failed to harmonize Section 601(a)(2) with Section 601(c)(3). While Section 601(c)(3) provides that the Chapter 9 filing and advance payment rules apply to contractors, it does not state that these rules apply in all circumstances or override any specific tax arrangements in Concession

Agreements. The absence of language restricting a “specific rule” to the Code supports the argument that a Concession Agreement may contain such a rule. For this reason, Appellant LAC excepts.

4. That Your Honor committed a reversible error when Your Honor overlooked the legislative intent behind concession agreements, which are intended to establish specialized tax regimes through negotiations between the government and concessionaires. If the Legislature had intended that all advance tax payments be governed only by the Revenue Code, there would have been no need for the phrase “in the absence of a specific rule” in Section 601(a)(2). For this error, Appellant LAC excepts.
5. That Your Honor committed a reversible error by handing down a ruling that contradicts the principle that laws should not impair existing contracts, as Appellant LAC’s Concession Agreement predates the Revenue Code. By insisting that a specific rule must be in the Code rather than in Appellant LAC’s Concession Agreement, the Court effectively invalidates negotiated tax terms, which is inconsistent with both statutory construction principles and the doctrine against impairment of contracts. For this error, Appellant LAC excepts.
6. That Your Honor committed a reversible error by failing to take judicial notice, as required under Article 25.1(1) of the Civil Procedure Law and also Article 25 of the 1986 Constitution of the Republic of Liberia. Article 25 of the constitution expressly states: Obligations of contracts shall be guaranteed by the Republic, and no laws shall be passed which might impair this right. “By not considering this constitutional protection, your Honor disregarded a fundamental legal principle that prohibits the impairment of contractual obligations, including those set forth in a legally binding concession agreement. For this error, Appellant LAC excepts.
7. That Your Honor committed a reversible error by the interpretation that renders Section 601(a)(2) of the Code redundant. If all renewable resource projects were automatically governed by Chapter 9’s rules, then Section 601(a)(2)’s reference to a “specific rule” would have no function. A proper reading acknowledges that a specific rule can exist outside the Code, particularly in a Concession Agreement. For this error, Appellant LAC excepts.
8. That Your Honor erred by ignoring the doctrine of contractual stability, *viz*:
 - a. That Your Honor’s decision, which insists that the specific tax rule must be in the Revenue Code, effectively impairs the Concession Agreement between Appellant LAC and the Government, which was executed before the Code was enacted.

- b. That Your Honor erred in not recognizing the long-standing practice and the intent of the parties at the time of the concession agreement, which governs the tax obligations for Appellant LAC. The agreement was executed in good faith before the enactment of the Revenue Code, and its terms, including the tax provisions, must remain enforceable. For this error, Appellant LAC excepts.
9. That Your Honor committed a reversible error by not considering the historical context of the Concession Agreement and the Revenue Code:
- a. The concession agreement, executed in 1959, is an agreement with specific terms that were established before the Revenue Code was enacted. Your Honor failed to acknowledge the historical precedence of the concession agreement, which was lawfully approved and remains valid under the principle of *lex specialis* (special law prevails over general law). For this error, Appellant LAC excepts.
- b. The Legislature could not have intended to retroactively amend or override the terms of contracts executed before the enactment of the Revenue Code. By failing to acknowledge the specific rule in Appellant LAC’s concession agreement, Your Honor effectively created a conflict with the legislative intent and undermined the validity of the pre-existing contractual arrangement between the parties.
10. That Your Honor erred by not considering the doctrine of estoppel. Consistent with this legal doctrine, government is estopped from altering the terms of the Concession Agreement, including the tax provisions, as it had full knowledge of the agreement at the time of enacting the Revenue Code. Your Honor’s decision that the specific tax rule should be in the Code undermines the stability and fairness of the agreement.
- Further, that Your Honor’s reasoning—stating Your Honor’s belief that the phrase “rules of this Chapter” followed by “the general rules of Part II apply” limits “specific rules” to those found solely within the Code—lacks support from any recognized principle of statutory interpretation. The established rules of construction, such as the whole-text rule and the harmonization principle, require that statutes be read in a way that reconciles related provisions rather than isolating them. For this error, Appellant LAC excepts.
11. That Your Honor, correctly cited the opinion of the Supreme Court in the case *Management of the Liberia Coca-Cola Bottling Company v. Natt* and related cases, which asserts that “*all provisions or sections relating to the same subject should be construed together as though they constituted one law or one provision*”. However, Your Honor erred by concluding that the “specific rule” in Section 601(a)(2) must be within the Code

without harmonizing the Code with Appellant's Concession Agreement, which contains a specific rule that differs from the general rule in the Code. For this error, Appellant LAC excepts.

12. Your Honor erred in asserting that adopting the Appellant LAC's argument that the specific rule must be absent in the Code would lead to judicial legislation and create a conflict between the Revenue Code and the concession agreement. The fact that Article VII of Appellant LAC's Concession provides for income tax payment on net income and Section 904(a)(1) provides for advance income tax payment on gross income creates a conflict which if Your Honor had harmonized would have given preference to the specific rule in Appellant LAC's Concession Agreement. Harmonizing a Code of general application with the concession agreement is a standard principle of statutory interpretation, ensuring that one of two instruments approved by the legislature does not remain redundant. Harmonizing the Code and concession agreement does not amount to creating new rules but simply recognizing the existing legal connection. For this error, Appellant LAC excepts.
13. That Your Honor erred in holding that the "specific rule" referenced in Section 601(a)(2) of the Revenue Code applies only to provisions within the Revenue Code and not to a concession agreement. Your Honor's ruling contradicts the Supreme Court's opinion in *Roberts v. Roberts*, 7 LLR 358 (1942), which requires statutes to be construed as part of a general and uniform system of jurisprudence and harmonized where possible. This is a duty on the part of a judge that Your Honor neglected. For this error, Appellant LAC excepts.
14. That Your Honor committed a reversible error by the misapplication of Supreme Court's precedents. Your Honor upheld Appellee LRA's illegal ruling relying on the principle that courts should not substitute their judgment or discretion for that of administrative agencies as held in the cases: *Liberia Institute of Certified Public Accountants v. Ministry of Finance*, 38 LLR 657 (1998) and *Vijayraman and Williams v. Xoanon Liberia (Ltd)*, 42 LLR 41 (2004). However, these cases do not prevent courts from ensuring that agencies comply with the law. Appellee LRA ruled that Appellant LAC pays income tax calculated on gross income contrary to the specific rule in Article VII of Appellant LAC's concession agreement requiring the payment of income tax on net income whenever the Government imposes income tax of general application. This is exactly the unlawful determination that Co-Appellant BoTA corrected. For this error, Appellant LAC excepts.

15. That Your Honor further erred in failing to acknowledge that Appellee LRA has consistently recognized and applied other tax incentives, such as duty, taxes, imposts, levies, etc., provided under Article VII of Appellant LAC's concession agreement, but arbitrarily refuses to honor the provision allowing Appellant LAC to pay income tax on net income. This cherry-picking in the Concession Agreement and/or inconsistent application of tax incentives contradicts the legislative intent as expressed in Appellant LAC's Concession Agreement. For this error, Appellant LAC excepts.
16. Your Honor committed a reversible error by incorrectly stating that nowhere in Appellant LAC's Concession Agreement is it exempted from making advance income tax payments under Section 904(a)(1) of the Revenue Code. Firstly, Appellant LAC has never argued that it is exempted from the advance income tax rule under Section 904(a)(1) of the Code. Secondly, while Section 904(a)(1) generally mandates advance income tax payments based on gross income, Article VII of Appellant LAC's Concession Agreement establishes a specific rule providing that Appellant LAC's income tax, without any qualification, shall be assessed on net income. By disregarding this provision, Your Honor failed to properly harmonize Appellant LAC's Concession Agreement with the applicable tax laws, thereby misapplying the legal standard governing contractual obligations and statutory interpretation. For this error, Appellant LAC excepts.
17. That Your Honor committed a reversible error by advancing, sua sponte, the argument that nowhere in Appellant LAC's Concession Agreement does it prohibit the Government from demanding the collection and payment of advance income tax. This issue was never raised by Appellant LAC neither before BoTA nor the Tax Court. Appellant LAC's consistent position has been that its obligation to pay income tax—regardless of its designation—must be calculated on a NET-INCOME basis as expressly provided in its Concession Agreement.
- For this error, Appellant LAC excepts.
18. That Appellant LAC fully agrees with the Supreme Court's holding in the case *The Liberia Institute of Certified Public Accountants v. Ministry of Finance*, which states that "the court cannot substitute its discretion or judgment for that of the administrative agency but will only determine the lawfulness of its actions," as cited by Your Honor. However, the point of disagreement is that Your Honor erroneously upheld an unlawful determination by Appellee LRA; specifically, the finding that Appellant LAC is obligated to pay advance income tax on its gross income. This conclusion directly contradicts

Article VII of Appellant LAC's Concession Agreement, which establishes a specific rule for income tax assessment based on net income. Under Section 601(a)(2) of the Revenue Code, such a specific rule takes precedence, and Your Honor's failure to properly apply this provision constitutes a reversible error.

For this error, Appellant LAC excepts.

19. That Your Honor committed a reversible error by issuing an internally contradictory ruling. On one hand, Your Honor correctly stated that in evaluating the lawfulness of Appellee LRA's decision, Co-Appellant BoTA was first required to determine whether Appellee LRA's determination fell within the reasonable parameters of the law. However, though Co-Appellant BoTA found that Appellee LRA acted improperly by requiring Appellant LAC to pay advance income tax on gross income instead of net income pursuant to its Concession Agreement, Your Honor reversed that decision—contradicting the very standard of review applied.

For this error, Appellant LAC excepts.

20. That Your Honor committed a reversible error by holding that, before determining the lawfulness of the Appellee LRA's decision, Co-Appellant BoTA was firstly required to establish whether Appellant LAC suffered any injury. Your Honor's assertion lacks legal foundation and therefore constitutes judicial law-making, contrary to the Supreme Court's ruling in *Shannon v. Liberia Trading Corporation*, 23 LLR 66 (1974).

21. That Your Honor committed a reversible error when Your Honor held that even if the ruling of Co-Appellant BOTAs findings were adopted imputing error to Appellee LRA's determination, the Court could not understand how such an error substantially injured Appellant LAC, given that under Section 904(a)(1) advance payments are creditable against the company's total income tax liability. By such opinion, Your Honor seemed not to fully appreciate the financial and tax implications on Appellant LAC's operations. Firstly, the 2% payment on gross income, and not net income, will subject Appellant LAC to spend more cash than required, thereby negatively impacting its cash flow which will, in turn, affect its ability to provide social corporate responsibilities for which the Government granted tax incentives, such as operating schools, hospitals, rehabilitation of community roads, lump sum social contribution, etc. Secondly, from the perspective of taxation, currently, the Appellee LRA has already certified an operational loss of over US\$12 million in favor of Appellant LAC. The tax implications of the loss, which Appellee LRA may not have

clarified and Your Honor may not have fully considered, are as follows:

a. With the huge loss, until Appellant LAC becomes profitable, it cannot utilize its advance tax credits. These credits being applicable only against future income tax liabilities, provides no immediate financial relief.

b. The existence of advance tax credits would not exempt Appellant LAC from making future advance tax payments. Appellant LAC would still be required to continue making advance tax payments, further straining its cash flow despite already accumulating unused credits.

c. With the current minimum tax regime in place, if the losses are not absorbed within five years, the tax credit is automatically forfeited by operation of law. This means that Appellant LAC could be forced to pay substantial amounts in advance tax, only for those credits to expire without ever being used. For the foregoing mentioned in Sub-Counts (a), (b) and this (c), Appellant LAC excepts.

22. That Your Honor acknowledged the former Deputy Minister for Revenue's opinion that Appellant LAC operates under its Concession Agreement with respect to taxation, rather than under tax laws of general application, and is therefore not subject to presumptive tax. However, because her response concluded that Appellant LAC remains obligated to file Corporate Income Tax Returns and pay corporate tax pursuant to both its Concession Agreement and the applicable provisions of the Revenue Code, Appellant LAC is not excused from the payment of advance income tax on gross income. While Appellant LAC concurs with Your Honor's acknowledgment, we respectfully maintain that the advance income tax should be computed on net income, as required by Article VII of Appellant LAC's Concession Agreement, because the former Deputy Minister for Revenue's interpretation remains the official position of the tax authority until revoked. Your Honor committed a reversible error by setting aside that ruling because, as Your Honor previously admitted, the Court cannot substitute its judgment for that of the administrative agency. For this error, Appellant LAC excepts.

23. Your Honor committed a reversible error by mistakenly interpreting the obligation to file returns and pay corporate tax as encompassing an advance tax payment. The statement by the former head of taxation and tax policy in Liberia clearly and correctly indicates that Appellant LAC's Concession

Agreement exempts it from the presumptive tax (advance income tax) because such a provision is absent from Appellant LAC's Concession Agreement. Thus, while Appellant LAC remains liable for corporate income tax and advance income tax on net income under its agreement and the Revenue Code, it is not compelled to pay advance income tax on gross income, which is a feature of the general tax laws and not applicable to its concession agreement. For this error, Appellant LAC excepts.

That Appellant LAC disagrees with Your Honor's sua sponte observation that the current Commissioner General's interpretation of tax matters automatically supersedes that of the former Deputy Minister for Revenues. The former head of the tax authority's interpretation of Appellant LAC's concession agreement in relation to Section 904(a)(1)—that Appellant LAC is subject to income tax payment per its concession—remains the official position of the erstwhile Department of Revenue and its successor, Appellee LRA, until it was formally revoked—and even then, any revocation cannot be applied retroactively. The transactions in question occurred between 2018 and 2019, when the former interpretation was in force. Notably, the current Commissioner General assumed office in 2024, and his determination (though unlawful) was issued on September 6, 2024. Consequently, even if the Commissioner's determination were correct (which is not the case), its application would only take effect from that date—i.e., September 6, 2024. For this error, Appellant LAC excepts.

WHEREFORE AND IN VIEW OF THE FOREGOING, Appellant LAC respectfully prays Your Honor and this Honorable Court to approve this **Bill of Exceptions** in order to enable the review of this case on appeal by the **Honorable Supreme Court** after other jurisdictional steps have been complied with.

Our inspection of the bill of exceptions shows that the primary contentions of the appellant are as follows:

That Section 601(a)(2) of the Revenue Code exempts it from Section 904(a)(1) of the Code since it has a concession agreement with the Government of Liberia; that as per the dictates of the concession agreement, it is required to pay taxes only on its “net income” and not “gross income; that the current Commissioner General's interpretation of the Revenue Code does not automatically supersede that of the former Deputy Minister for Revenue until formally revoked; and that the Government of Liberia having signed the concession agreement with LAC should respect the sanctity of contract as enshrined under Article 25 of the Constitution.

We quote also the relevant provisions of the statute and Article VII of the concession agreement between the Liberia Agriculture Company (LAC) and the Government of Liberia before making our determination in this matter.

Section 904(a)(1) of the Revenue Code provides:

“Advance Payment Requirement for Income Tax Filers. All persons who are required to file an income tax return for a tax period are required to make advance payments of the income tax liability for the period.

(1) Advance payments are due quarterly in an amount equal to 2% of the gross income for the quarter, and are creditable against the total income tax liability for the tax period.”

Section 601(a)(2) of the Revenue Code provides:

“Income from renewable resource projects or from agricultural production under an agricultural concession agreement is subject to the rules of this Chapter. In the absence of a specific rule, the general rules of Part II apply.”

Article VII of the Liberia Agriculture Company (LAC) Concession Agreement provides:

“For each year during the term of this agreement, in which the Government shall levy an income tax of general application, the corporation shall pay such tax, in accordance with the applicable rates, on its net income derived from its operations subject to the conditions herein provided.”

“Net income, for the purpose of computing any income tax as aforesaid, shall be determined in accordance with generally accepted accounting principles consistently applied and shall be understood to mean the gross operating income of the corporation (exclusive of any income from the exchange of capital assets) derived from operations under the concession and computed without reference to any income arising from sources outside of the Republic, less all deductions allowed by any applicable Liberian Laws or regulations, including, without being limited thereto, deductions for all costs of production and costs of operation, including interest expense and reasonable allowances for depreciation, amortization and obsolescence (based upon normal assets life). And for any and all other costs and expenses incidental thereto, including all such costs and expenses of all accessory works and Installation.

“The Government agrees that payment by the Corporation of income taxes to the extent set forth shall be a complete satisfaction and in lieu of all other taxes, levies, duties or fees of any character, whether national or local, and that the Corporation and its property shall be exempt throughout the

terms of this agreement from any and all other taxes, levies, imposts, duties, royalties, stamps (except as provided in Article V(a) hereof), licenses, tolls, customs tariffs, dues, fees or permits of any kind whatsoever, whether national or local and whether or not of the general character hereinbefore enumerated, which otherwise would be imposed with respect to the concession, including the accessory works and installations, the properties and/or operations of the corporation thereunder, the products thereof, or the income derived therefrom. Distributions of such income or accumulations thereof shall be exempt to the recipient from all such taxes, levies, duties or fees, whether distributed as a dividend, or otherwise, and whether in cash, securities or property.”

The issue that presents itself for resolution here is the statutory interpretation and construction of the various provisions of law relied on by the appellant as the basis of its claim to exemption from advance payment on its tax income liability. This Court has held that "where a statute is clear and unambiguous, effect must be given to it by the appellate Court and the meaning and intention of the legislature not determined by resorting to rules of statutory interpretation. *Richard v. Monrovia Brewery* 19 LLR 24. The rule is that "the clear and unambiguous language of the statute may not be evaded by any administrative body or Court under the guise of construction; in such circumstances, there is no room for judicial interpretation, and the language should generally be given effect without resort to extrinsic guides of construction." More besides, the interpretation of a statute cannot be capricious, nor is it to be done by inferences or presumption..., rather, the construction and interpretation of the statute must be based exclusively upon words employed and the intent of the lawmakers. *Koffah v. RL*, 13LLR232. In essence, in interpreting statutes, the plain language of the statute is essential. The words used in the statute have to be given their plain and straight forward meanings. This is important to avoid misunderstandings and misinterpretations. *Unity Party v. NEC*, Supreme Court Opinion, March Term, 2023.

Moreover, this Court has held that the intention and meaning of the Legislature must primarily be determined from the language of the statute itself, and not from conjectures and innuendoes. When the language of a statute is plain and unambiguous and conveys a clear and definite meaning, there is no occasion for resorting to the rules of statutory interpretation and construction; the statute must be given its plain and obvious meaning. This principle is to be adhered to notwithstanding the fact that the court may be convinced by extraneous

circumstances that the Legislature intended to enact something very different from that which it did enact. *Acquillas Construction Company vs The Government of the Republic of Liberia*, Supreme Court Opinion, March Term 2023.

Guided by these decisional laws regarding the interpretation and construction of statutes, we first note that nowhere in the various provisions of the Revenue Code and the concession agreement is LAC exempted from making advance payment on its tax income liability.

Our reading of Section 904(a)(1) of the Revenue Code glaringly proves that it mandates all income tax filers to make advance payments of income tax liability for the period. A further inspection of Section 904(a)(1) reveals that advance payments are creditable against the income tax liability for the period.

We also see that nowhere in Section 601(a)(2) of the Revenue Code quoted herein above is there any showing that LAC is exempted from making advance payment of its income liability. However, Article VII of the Liberia Agriculture Company (LAC) concession agreement expressly provides that “For each year during the term of this agreement, in which the Government shall levy an income tax of general application, the corporation shall pay such tax in accordance with the applicable rates, on its net income derived from its operations subject to the conditions herein provided. This provision of the concession agreement tends to suggest that LAC is exempted from making advance payment on its tax income tax liability. However, we note here that even though the Legislature has the authority to ratify concession agreements; notwithstanding, concession agreements ratified by the Legislature must jive with statutory provisions. In the instant case, although the concession agreement between LAC and the Government of Liberia was signed in 1959, more than four decades prior to the enactments of the Revenue Code of 2000, it is obligatory that the said concession agreement be in compliance to the provisions of the Revenue Code. Assuming that the concession agreement is even considered a statute as the appellant has contended, and further noting that same is in contradiction to the Revenue Code of 2000, wherein the Legislature made it mandatory for all income tax filers to make advance payment of their income tax liability for the period shall be due quarterly in an amount equal to 2% of the gross income for the quarter and are creditable against the total income tax liability for

that tax period, the Revenue Code must take precedence as it does not violate the substantive provision of the concession agreement on taxes.

We must also state here that if the Legislature intended to place LAC in the category of exemption, it would have specifically put LAC in the exemption class of the Act or clearly indicate such exemption in the concession agreement signed between LAC and the Government of Liberia. All we see is an attempt to impute into the law what is not there. This Court had held in a litany of Opinions that “it is not within the province of the Supreme Court to add or subtract from legislation where the meaning is so plain; *Multinational Gas and Petrochemical Company v. Crystal Steamship Corporation*, 27 LLR, 198, 205 (1978); *Pioneer Construction Company v Her Honor Morgan et al*, Supreme Court Opinion, March Term, 2015; *Najib Kamand v. Ding Shu Jun*, Supreme Court Opinion, March Term 2023. Hence, there being no express exemption in the Revenue Code or the concession agreement, this Court lacks the authority to legislate new law.

Moreover, Section 72 of the Revenue Code provides remedy for taxpayers who pay excess tax.

Section 72

Refund of Excess Tax Paid

(a) Overpayment. Except as provided in Section 904(a)(4) if the amount of tax paid by or on behalf a taxpayer for a particular tax period exceeds the amount of tax assessed for such tax period, then:

(1)The tax authorities shall apply the excess (or so much thereof as necessary) against the taxpayer’s outstanding tax liability, if any, for other taxes then due and payable; and

(2)Any remaining balance over the amount applied under paragraph(1) shall, at the written election of the taxpayer, be:

(A)Applied against the taxpayer’s liabilities with respect to future payment; or

(B)Refunded to the taxpayer within 90 days of the taxpayer’s filing of a refund claim.

(b)Notice. If the excess tax paid by the taxpayer is applied against the taxpayer’s outstanding tax liability under subsection (a)(1), the tax authorities must provide the taxpayer with a notice setting forth the tax period with respect to such other taxes

(c), Election. A taxpayer may make an election under subsection (a)(1) with the filing of the tax return that sets forth the overpayment or with an approved standard refund claim form. The Commissioner General shall

make available an approved standard refund claim form for the election of a refund claim.

(d) Time Limit for Election. A taxpayer may make an election under subsection (a)(2) at any time before the end of three years after the payment due date, or two years after payment is made, whichever is later.

(e) Time Limit for Processing Claim. The tax authorities shall timely process each taxpayer election under subsection (a)(2) and make available each approved refund claimed under subsection (a)(2)(b) within 90 days of the taxpayer's filing of such refund claim. Any refund not timely made available to the taxpayer shall be subject to interest under Section 14(b). If a refund claim (or portion thereof) is denied by the tax authorities, the tax authorities must provide the taxpayer with a written notice setting forth the reason for such denial.

This provision of the statute is another safeguard for taxpayers who pay excess taxes, thereby providing the appellant with a clear opportunity to seek redress where it feels that it has paid more than its income tax requirements.

Furthermore, it is the contention of LAC that the Former Deputy Minister for Revenue having made a determination into this matter prior to the ascendancy of the current Commissioner General granting exemption to LAC from making advance payment on its income tax liability, the current Commissioner General cannot undo said act until it is properly revoked. We are taken aback by this line of argument. This argument presupposes that even if an error was made by an official of the LRA same cannot be corrected and overturned by a subsequent decision of the LRA because it was done by an official of the LRA. We think not. This Court notes that it is within the purview of an administrative agency to continuously review its policies and make a determination as to whether individuals and agencies doing business with it are in compliance with its policies and programs.

Finally, the appellant has argued that the Government of Liberia having signed a concession agreement with LAC, the sanctity of contract as enshrined under our Constitution must be respected. This Court does not deny that courts of law including the Supreme Court are under a duty to recognize, protect and preserve the sanctity of valid and enforceable contracts; however, where a concessionaire is not in compliance with the provision of the statute, the doctrine of sanctity of contract cannot be evoked and we so hold.

WHEREFORE AND IN VIEW OF THE FOREGOING, the trial court's final ruling is affirmed. The Clerk of this Court is ordered to send a mandate to the court below commanding the judge presiding therein to resume jurisdiction over this case and enforce this Judgment. AND IT IS HEREBY SO ORDERED.

When this case was called for hearing, Counsellors Kabineh M. Ja'neh, and G. Moses Paygar appeared for the Appellant. Counsellors Aaron B. Kpakilin of the Ministry of Justice, Bruce Quaye and Powell Duahn appeared for the Appellee.