

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. Saye Gbalazeh, of Monrovia, Montserrado)
County, Republic of LiberiaMovant)

Versus)

MOTION TO DISMISS APPEAL)

Activa International Liberia, by and thru its)
Managing Director of the City of Monrovia)
Montserrado County, Republic of Liberia)
.....Respondent)

GROWING OUT OF THE CASE :)

Activa International Liberia, by and thru its)
Managing Director of the City of Monrovia)
Montserrado County, Republic of Liberia)
..... Appellant)

Versus)

APPEAL)

Cllr. Saye Gbalazeh, of Monrovia, Montserrado)
County, Republic of Liberia.....Appellee)

GROWING OUT OF THE CASE :)

Activa International Liberia, by and thru its)
Managering, Director of the City of Monrovia)
Montserrado County, Republic of Liberia)
..... Petitioner)

Versus)

PETITION FOR JUDICIAL REVIEW)

Cllr. Saye Gbalazeh, of Monrovia, Montserrado)
County, Republic of Liberia.....Respondent)

HEARD: October 21, 2025

DELIVERED: December 18, 2025

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE COURT

This motion to dismiss derives from an appeal taken from the final ruling of the National Labor Court of Montserrado County. The court found Activa International Insurance Company

(Liberia) Limited, respondent/appellant, liable for 'Unfair Labor Practices' against its former CEO, Saye Gbalazeh, movant/appellee.

Movant filed a motion to dismiss the pending appeal before this Court on the grounds that the appellant's appeal bond is defective and contravenes Section 63.2 of the Civil Procedure Law. Movant particularly contends that: 1) the property that seeks to secure the bond has five titleholders, but only one of the said holders signed the affidavit of surety with no proof of authorization from the remaining four owners; and that 2) the subject property, valued at \$802,725.00 USD, is subject to the payment of annual taxes of \$2,005.31 at the Liberia Revenue Authority's rate of 0.25%, but to the contrary, the receipt attached by appellant shows a tax payment of \$500.00 USD per annum, an indication that tax payment on the property is the subject of lien.

The motion for dismissal of an appeal by the Management of Activa International Insurance (Liberia) Limited grows out of a final ruling of the National Labor Court made on June 3, 2025, holding the respondent, Management of Activa International Insurance, liable to the movant in a case of Unfair Labor Practices. The respondent announced an appeal from this final ruling of the National Labor Court, and as we see, the ruling was delivered to the parties on June 4, 2025; that means, the sixty-day period for perfection of the appeal fell on August 3, 2025, but that day being a legal holiday, the sixty-day period for perfection of the appeal fell on August 4, 2025.

It is a trite law that for the Supreme Court to have jurisdiction of an appeal, the appeal statute must be strictly adhered to. We therefore must review the records to see whether the respondent adhered to the appeal statute and whether this Court is seized of jurisdiction to entertain the appeal.

The records in the file presents a peculiar situation. The National Labor Court Judge made his final ruling on June 3, 2025, and the parties took delivery of the ruling on June 4, 2025. The respondent excepted to the ruling, filed its approved bill of exceptions on June 11, 2025, filed a surety bond approved by the trial judge, August 1, 2025, and served it on the movant on the same day, August 1, 2025, which happened to be on the 58th day from the date of the final ruling.

The Court sees that a notice of completion of appeal was filed with the clerk of court at 2:30 p.m. on August 4, 2025, and we see that the movant was served with the notice on the same day; that the movant, who had been served the appeal bond on August 1, 2025, in pursuant to our Civil Procedure Law, Rev. 1: 63.5 which required that exceptions to the bond be filed within three days after receipt of the bond, filed exceptions to the respondent's appeal bond

on August 4, 2025, at 2:40 p.m., ten minutes after the clerk had registered the filing of the notice of completion of appeal. Thereafter, at 6:20 p.m. the same August 4, 2025, the respondent filed with the clerk of the Labor Court its resistance to the movant's exception to the appeal bond.

All these activities having occurred on August 4, 2025, the last day of the appeal, on August 7, 2025, three days after the service of the notice of completion of appeal, and sixty-three days after the appeal period, the respondent filed a motion to justify its bond with the Labor Court. The Labor Court Judge called up the challenge to the bond for a hearing on August 14, 2025, but declined to go into the proceedings having realized that the lower court had lost jurisdiction of further hearing into the matter since the respondent had previously filed a notice of completion of appeal in addition to the appeal period of sixty days having expired on August 4, 2025.

In response to the movant's motion to dismiss the appeal filed before the Supreme Court, the respondent contends that the appeal bond is valid, sufficient, and compliant with statute, but where the appeal bond suffers a procedural defect, the proper forum for the determination of its sufficiency and legality is the trial court upon a 'notice of exception' to the bond, which was filed by the movant and remained undetermined in the trial court. The respondent argues that the Supreme Court cannot, as a matter of law, entertain a motion to dismiss the appeal while the notice of exceptions to the bond filed in the trial court remains pending and undetermined.

The movant on the other hand countered that the prior service and filing of the notice of completion of appeal by the respondent ousted and deprived the Labor Court of jurisdiction and authority to hear both the movant's exceptions to the bond and the respondent's resistance and motion to justify.

Based on the contentions of the parties, there are two issues to be determined by this Court:

- 1 Whether the Labor Court Judge erred when he refused jurisdiction to hear the controversy surrounding the challenge to the appeal bond?
2. Whether the Supreme Court can legally send back the case for hearing on the contest of the bond?

The first issue is trite issue as this Court has consistently held that a lower court lose jurisdiction of a case when the notice of completion of appeal has been filed, and the case is removed from the said court to the appellate court, or after the sixtieth day required by statute for completion of an appeal: *Intestate Estate of Quagar v. Barclay et al.*, Supreme Court Opinion, October Term A.D 2008; *Citi Bank v. Barrow* 37 LLR 727, 731 (1995).

In this case, not only was the notice of completion of the appeal filed on August 4, 2025, but August 4, 2025 was also the sixtieth and last day of the appeal period. It would have been erroneous for the Labor Court Judge to entertain the movant's challenge to the bond and respondent's subsequent motion to justify said bond that was filed on the 63rd day. The sixty-day period allowed for completion of an appeal and after which the lower court loses jurisdiction, this Court has held is sacrosanct.

In regard to the second issue, the respondent's counsel in arguing its resistance to the motion to dismiss the appeal before the Court, requested that the matter regarding the challenge to the bond be sent back to the Labor Court for hearing as the Supreme Court cannot legally entertain the movant's motion to dismiss when he had made a challenge to the sufficiency of the appeal bond in the lower court and same is still pending along with the respondent's motion to justify. The respondent prayed the court to have the matter of the bond sent back for hearing, especially as the Supreme Court cannot take evidence.

We find this argument of the respondent counsel disingenuous as it contradicts multiple rulings where this Court having assumed jurisdiction of cases says that it has the authority hear and dispose of motions to dismiss appeals where the appeal bonds were challenged as insufficient or defective and the movants did not have the legal opportunity to hear their challenge to said bonds in the courts below. In the case *Liberia Agriculture Co. v. Twehway et. al.*, 36 LLR 575, 582 (1989), this Court held: "As long as a matter has moved and is pending before the appellate court, the Supreme Court in this case, the appellant cannot return to the lower court which had lost jurisdiction in order to make an inadequate appeal bond sufficient. A matter on appeal before the Court remains pending as of the time of the issuance of the notice of completion of appeal, and remains pending until it has been finally determined."

In all such cases, this Court has ruled that only it has the capacity to entertain and dispose of motions to dismiss appeals based on allegation of said bond being defective, where it was impractical for the appellee to challenge the bond in the lower court because of the expiration of the appeal period or, where the respondent had also filed a notice of completion of appeal which moved the case from the lower court to the Supreme Court, as in this case.

Our Civil Procedure Law, Rev. 1: 51.8 states: "... A failure to file a sufficient bond within the specified time (60 days) shall be a ground for dismissal of the appeal; provided however, that an insufficient bond may be made sufficient **at anytime during the period before the trial court loses jurisdiction of the action.**" [emphasizes our].

As have been stated, the respondent's bond was filed on the fifty-eighth day and there remained two days for the appeal period to expire, but the sixtieth day having fallen on a

Sunday, August 3, 2025, the movant in accordance with the Civil Procedure Law, Rev. 1: 63.5 filed its exception to the bond on August 4, 2025; however, this was done after the notice of completion of the appeal had been filed by the respondent and the court had lost jurisdiction. Hence, the parties were statutorily barred from further proceeding in the Labor Court, and even where they were permitted to act, this Court says that said proceedings would have been null and void as the Labor Court was statutorily barred from giving meaning to their actions.

The Court having determined that it has jurisdiction to hear the movant's motion to dismiss challenging the respondent's appeal bond, it refers to count 12 of the motion to dismiss, to wit:

"...Movant/Appellee says although the security and collateral offered to indemnify the movant/appellee is the real property that is jointly owned by Hawa Rose Sannoh, Safiya P. Sannoh, Rashida H. Sannoh, Mickey Sannoh and Emile F. Sannoh, however, movant/appellee says the affidavit of surety confirming the legality and validity of the assignment and use of the property as the security for the respondent/appellant's appeal bond is illegally and improperly signed by only one of the joint owners of the property, Mickey Sannoh, without any documentary evidence that she had obtained the prior consent or authority from the other four titleholders for her to assign their joint property as collateral and security for the respondent/appellant's appeal bond. Movant/Appellant submits therefore that the purported lien on the property is invalid and legally does not provide any security or collateral for the respondent/appellant's appeal bond because legally a single joint property owner cannot bind or obligate the other remaining joint property owners without first having obtained the required documentary authority and consent from the other joint property owners to do so."

Our Civil Procedure Law, Rev.1:51.8 states that "every appellant shall give an appeal bond in an amount to be fixed by the court, with two or more legally qualified sureties, to the effect that they will indemnify the appellee from all costs or injury arising from the appeal, if unsuccessful, and that the appellant will comply with the judgment of the appellate court or of any other court to which the case is removed". This Court has however held that an appeal shall not be dismissed where a single surety possesses sufficient financial capacity to indemnify the appellee: *Bass Brothers Corp. v. Gray* 26, LLR 27,36 (1977); *Ross & Ross v. Burnette*, March Term A.D. 2020.

In this case, the property bond filed by the respondent as an appeal bond though valued at Six Hundred & Fifty Thousand United States Dollars (US\$650,000.00) and is sufficient to indemnify the movant on appeal, but the movant however challenges that Micky Sannoh, surety in the bond is not a single owner of the property, and cannot put up the bond without

showing an authority from her other siblings with whom she jointly owns the property; that she could not singly assign their property as collateral and security for the respondent's appeal bond. The movant submits that for the bond to be sufficient, it was mandatory and necessary for all of the property owners to have signed the Affidavit of Surety at the time the property was being offered as collateral and security for the appeal bond and proffered for approval by the Labor Court Judge; that the failure of the respondent to have complied with this mandatory legal requirement invalidates the appeal bond.

The Court ask whether the bond as submitted is sufficient to secure the appeal bond and we say no. Our Civil Procedure Law, Rev. 1:63.1(b) requires that a security for bond may be secured by unencumbered real property on which taxes have been paid and which is held in fee by the person furnishing the bond. In this case, in the surety affidavit, Micky Sannoh admits to being one of the owners of the property put up for the respondent's appeal bond. She pledges by the bond that she will indemnify the movant up to the sum of Six Hundred and Fifty Thousand United States Dollars, and in support of said undertaking attached a "Transfer Deed" which shows a conveyance of said property to Hawa Rose Sannoh, Safiya P. Sannoh, Rashida H. Sannoh, Emila Sannoh and Micky Sannoh jointly.

The law in this jurisdiction requires that one of several owners of property cannot bind or obligate the others owners without first obtaining the required documentary authority and consent from other joint owners, *Yarkpawolo et al. v. Robertson and Duff*, 19 LLR 226, 233 (1969). Bonds therefore will not be upheld where the affidavit was not signed by the sureties as evidence of their knowledge and consent to have their properties used as security to the respondent's/appellant's appeal bond. The obligation under the appeal bond is analogous to a sale without the consent of the others.

In view of the foregoing, it is the holding of this Court that the appeal bond, having not been committed by all titleholders of the property at the time of the approval of the bond by the judge, and same not having been timely addressed and made sufficient within the time as required by law, said bond is defective and insufficient to serve as an appeal bond and is therefore dismissible, and said appeal is therefore dismissed.

WHEREFORE and in view of the foregoing, the motion to dismiss the appeal is granted and the appeal is dismissed. The Clerk of this Court is ordered to send a mandate to the court below to resume jurisdiction over this case and enforce its final ruling. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLORS KIM A HARRIS, FRANK F. NIMELY AND MAMEE S. GONGBAH APPEARED FOR THE MOVANT. COUNSELLORS BENEDICT F. SANNOH AND A. NDUBUSI NWABUDIKE APPEARED FOR THE RESPONDENT.