IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA
SITTING IN ITS MARCH TERM, A.D. 2026

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

Liberia Bank for Development & Investment (LBDI, by and Thru its President, John B. S. Davies of the City of Monrovia Montserrado County, Republic of Liberia…………..Appellant	)
VERSUS	) APPEAL
Dr. Togba Nah Tipoteh of the City of Monrovia, Montserrado County, Republic of Liberia…………………………...Appellee	)
GROWING OUT OF THE CASE:	)
Dr. Togba Nah Tipoteh of the City of Monrovia, Montserrado County, Republic of Liberia…………………………...Plaintiff	)
VERSUS	) Action of Damages for Wrong
Liberia Bank for Development & Investment (LBDI, by and Thru its President, John B. S. Davies of the City of Monrovia Montserrado County, Republic of Liberia…………..Defendant	)

Heard: June 1, 2026 Decided: August 28, 2026

MADAME JUSTICE CLINTON-JOHNSON DELIVERED THE OPINION OF THE COURT

This action of damages for wrong is before us on appeal from the final ruling of the Sixth Judicial Circuit, Civil Law Court, Montserrado County, wherein the appellant was held liable for wrongfully withholding appellee's deed and the appellee was awarded the amount of Two Hundred Thousand United States Dollars (US$200,000.00) as special damages by the trial jury.

The records certified before this Court reveal that Dr. Togba Nah Tipoteh, the appellee, on November 15, 2016, filed an action of damages for wrong, stating that on November 27, 2015, he borrowed Ten Thousand United States Dollars (US$10,000.00) from the Liberia Bank for Development & Investment (LBDI), the appellant; that as prerequisite for granting of said loan, the bank required and the appellee used the deed for his ¼ acre of land situated on Ashmun Street as collateral; that the appellee, on March 26, 2016, paid the full amount of Ten Thousand United States Dollars (US$10,000.00) that was owed to the appellant including interest and all other charges; that thereafter the appellee wrote the appellant, requesting for the collateral deed but that up to the filing of the complaint, appellant has failed to surrender appellee's deed without providing any information for the failure to return the collateral deed despite all efforts applied by the appellee to return the said deed; that the failure of the appellant to return the said collateral deed caused the appellee embarrassment, inconvenience and mental distress and economic hardship; and that as a sequel of the withholding of appellee's deed, the appellee could not use his deed to obtain loan from another bank for any other economic benefit, a consequence of which, the trial court was requested to award general damages to the appellee in an amount not lower than Three Hundred Thousand United States (US$300,000.00), in line with Supreme Court's Opinion in the case: Intrusco Corporation v Osseily, 32LLR 558, pages 771-772.

To this action of damages for wrong, the appellant answered and admitted that the appellee did borrow from the appellant the amount of Ten Thousand Unites States Dollars (US$10,000.00) and he used his 1/4 acre of land deed as collateral; that however the appellee made full payment of the stated amount on May 6, 2016 instead of March 26, 2016 as alleged by the appellee; that on May 12, 2016, six (6) days after he settled his loan obligation to the appellant, the appellee requested for his deed and on May 31, 2016, Ms. Kiazolu of LBDI called the appellee by telephone, informing him to go and take delivery of his deed, to which he failed and neglected to do; that two weeks later, Mrs. Evon Davies of LBDI again contacted the appellee and informed him that his deed was ready to be picked up, to which the appellee failed again to do; and that because the appellee did not pick up his deed, the appellee is not entitled to any kind of damages as a result of his own neglect, hence prayed the trial court to deny and dismiss appellee's petition.

To the appellant's answer, the appellee replied and reconfirmed that on March 26, 2016, he paid the appellant's full amount of Ten Thousand United States Dollars (US$10,000.00) that it owed the appellant including interest and all other charges; that assuming without admitting that the full amount was not paid on March 26, 2016, does not negate the fact that appellant's full amount was not paid for which appellant withheld appellee's deed up to the filing of the petition; that appellee denied that he was contacted by the appellant by phone for the purpose of picking up his deed. The appellee further contended, in his reply, that the mode of communication between him and appellant was through writing and not telephone calls; that he denied that he ever received calls from any Mrs. Davies informing him to pick up his deed; that appellee wrote the bank requesting for his deed; that the appellee had two subsequent meetings with appellant officials concerning the return of his deed and the fact that this averment was not denied in appellant's answer negates the appellant's contention that appellee's deed was not returned because he was negligent; hence, the appellee prayed the trial court to award general damages in the amount of Three Hundred Thousand United States Dollars (US$300,000.00) for the wrong withholding of appellee's deed.

The records before this Court reveal that when pleading rested and following the hearing and disposition of pretrial motions, the case was ruled to trial and on January 3, 2020 and trial commenced by the selection of the trial jury. During trial, appellee presented one (1) direct and a rebuttal witness while appellant presented 3 witnesses. At the end of the trial, the trial jury brought a verdict of liable against the appellant and awarded special damages in the amount of Two Hundred Thousand United States Dollars (US$200,000.00) and the trial judge, in its final judgment affirmed the Two Hundred Thousand United States Dollars (US$200,000.00) awarded by the trial jury. To this final judgment, the appellant announced appeal to this Court *en banc*.

In the cases: *JUPICA et al v. NEC et al [2014] LRSC 62 (13 December 2014); Knuckles v. Tradevco, 40LLR 49,53 (2000),* this Court has, consistently in its wisdom, addressed only issues that are germane to a justiciable determination of cases before it. Therefor this Court will address the issue that is germane to the determination of this case despite the numeral issues raised by the parties and the issues raised against the trial judge by the appellant in his 12 count bill of exceptions.

After the review of the records before this Court and the contention of the parties, the issue determinative of this case is, whether or not appellee is entitled to damages for appellant's failure to return appellee's deed after he had made full settlement of his loan.

This Court answers in the affirmative.

However, this Court must mention, in passing, that from the records before it, the trial jury awarded special damages which the appellee did not pray for in his action of damages for wrong; rather that the appellee prayed the trial court for general damages. It is clearly seen that both general and special damages are written on the verdict form in the records before this Court, which verdict form this Court thinks that the trial judge and the lawyers representing the parties did not review before escorting the jury into their room of deliberation, it would have being noticed that special damages was not supposed to be place on the verdict form since appellee did not request for special damages but that the trial jury just filled the amount awarded in the first space available. This Court, in the exercise of its authority, hereby reads the verdict sheet as general damages and not special damages.

We shall proceed with the determination of this case. From the records before this Court, we note that the appellee relied on this Court's opinion that damages are pecuniary compensation or indemnity which may be recovered by any person who has suffered a loss, detriment, or injury, whether to his person, property or rights, through the unlawful act or omission or negligence of another. It is, in legal contemplation, the sum of money which the law awards or imposes as pecuniary compensation, recompense, or satisfaction for an injury done or a wrong sustained, as a consequence of either a breach of contract or a tortuous act. Mr. Justice Koroma, speaking for this Court, stated that "damages are the sum of money which the law awards or imposes as pecuniary compensation, recompense, or satisfaction for an injury done or a wrong sustained, as a consequence either of a breach of a contractual obligation or a tortuous act. *Intrusco Corp. v Osseily* 32LLR 571-572 (1985),

To prove his damages, the appellee testified that upon the completion of the payment of the loan, he contacted the officials of the bank and requested his deed but to no avail and when he could not receive his deed, he wrote a letter to the appellant requesting for his deed which was received by Joy Mywea Doe on September 19, 2016.

This Court, for clarity's sake, hereby quotes verbatim the portion of appellee general witness' statement during trial when he was on direct examination:

Q Mr. Witness, please also say to the court and jury document you and the defendant executed and you presented them a deed?

A Upon my repayment of the full amount of the loan plus the interest on March 22, 2016, I contacted the staff of the defendant twice for my deed which was not given to me. Thereupon, I wrote a letter to the President of the Liberia Bank for Development and Investment, informing him that I contacted his staff on two occasions for my deed but was not given the deed. Therefore, I am appealing to him kindly facilitate the delivery of my deed to me. Then I called upon the president of LBDI, the Defendant on two occasions seeking to obtain my deed trough his intervention, but as we sit in this court, I have not received my deed.

Q Mr. Witness, please tell this court if you remember at any point in time since you gave your deed to the defendant bank, has there been any time where a prospective tenant expressed interest in the property in question?

A The caretaker has informed me of interest by some people in the property and said that they will return when the deed for the property is available to ensure rightful ownership. As we speak, these people have not returned as the deed is not available.

The appellee's answer stated above indicates the possibility of a future earning by the appellee**.** However, it is trite law in this jurisdiction that one who alleges must prove his allegation through corroboration. The appellee did not provide any evidence or proof to substantiate the claim that caretaker has informed him of the interest expressed by some people in the property who said they would return when the deed for the property is available to ensure rightful ownership neither did he provide any evidence that he went to any bank, during the period of the withholding of his deed by the appellant and was turned down on ground that the deed was not available. This Court would have considered such testimonies that the appellee had proven his case by the preponderance of evidence, that the appellee should be entitled to damages claims for which he should be awarded damages.

Even though the record before this Court is void of any rebuttal evidence to this testimony of the appellee, this Court has held that it is mandatory that a party seeking award of general damages on account of wrong and injuries allegedly sustained must provide evidence of the magnitude of the injuries suffered as a basis to enable the court to gauge the size of the award to be appropriately granted. Teahjay v. Dweh et al [2014] LRSC 3 (10 January 2014). This Court has also held in the case, National Milling Company of Liberia v. Bridgeway Corporation, [1990] LRSC 14; 36 LLR 776, 785 (1990), that the size of the award for general damages, must be based on proof.

It is evident that the appellee's assertion that the conduct of the appellant caused him embarrassment, inconvenience, mental distress and economic hardship as he could not use his deed to obtain loan from another bank for any other economic benefit due to the withholding of his deed after he had made full payment of the loan and his request to the court to award in his favor general damages in an amount not lower than Three Hundred Thousand United States (US$300,000.00), he did not provide any evidence to prove economic hardship. This Court has consistently reaffirmed in numerous of cases that one who alleges a fact, as in the instant case, must prove his allegations by a preponderance of the evidence; that mere allegations do not constitute proof and that allegations made must be supported by concrete evidence; that it is only evidence which enables the court to decide with certainty the matter in dispute. *Knuckles v. TRADEVCO*, 40 LLR 511, 514 (2001); *V.H. Timber Naca Logging Company et. al v. Kpoto*, 42 LLR 527, 529 (2005); *Williams v. Williams,* Supreme Court Opinion, March Term, 2008; *Kuteh v. NEC*, Supreme Court Opinion, October Term, 2023; *Dennis v. NEC et. al*, Supreme Court Opinion, October Term, 2023.

On the other hand, in an attempt to disprove appellee's testimony, the appellant testified that it made efforts through two telephone calls to the appellee to take delivery of his deed. To prove this statement, the appellant requested the trial court for a Subpoena Duces Tecum ad Testificandum on the two the GSM companies, Lonestar and Orange, to provide call logs between the appellant and the appellee to prove that the appellant did call the appellee on two different occasions with telephone numbers 077756641 and 0886516641 covering the period May 2016 to November 14, 2016. Regrettably, the two companies informed the court that they could not produce any call log on different grounds: The Lonestar Cell Communication wrote that it was unable to produce the call log as requested due to the fact that their system does not store information for over a year; Orange Liberia also wrote that it was also unable to produce the call log as requested on ground that its system was facing technical problem; that the initial log presented to the court was not the rightful information, hence, appellant failed to provide proof that it contacted the appellee to pick up his deed. This Court says that with the responses from the two telephone companies, it is evidentially shown that the appellant did not make any effort to return the appellee's deed. It can be presumed that when appellant received the petition from the court, if the appellant was acting in good faith, it would have immediately settled with the appellee and returned his deed. As much as the appellee was under obligation to provide proof for his claim, the appellant was also under the same obligation to provide proof of its efforts to reach the appellee with information of the deed being available to be picked up by the appellee. This Court holds as truth then that the appellant was negligent with its customer relations in view of the fact that the appellee even wrote a letter to the appellant, requesting his deed and during trial the appellant did not rebut this statement of the appellee. The appellant's failure to show any proof for the wrongful withholding of appellee's deed after he had made full payment of his liability with all interest attached thereto constitutes negligence on the part of appellant's wrongful withholding of appellee's deed for which damages will lie.

It is however acknowledged by legal authorities that the judicial yardstick to determine damages is couched in the measure of the magnitude of distress, indignity and other injuries for which general damages may be properly awarded as compensation. In this jurisdiction, the quantum of damages is to the discretion of the jury who are the proper people clothed with the authority as fact finders to decide on the credibility of the evidence; hence, the law requires that the size of the awards to be granted by a court for general damages must bear some ascertainable relation to the size of the injury inflicted on the party. Hence, this Court says, that damages are awarded to compensate an injured party fairly and adequately for his or her loss, and the proper measure of damages must be flexible enough to fit the circumstances; and that the justification for allowing general damages is the practical recognition that harm normally occurs from a type of conduct; the justification for allowing general damages being the practical recognition that harm normally occurs from a type of conduct. Damage is defined as loss, injury or deterioration, caused by negligence, design, or accident and the three essential elements that are considered to be the basis for any tort action are: (a) Evidence of legal duty (b) Breach of the legal duty (c) Proximate cause of that breach. Liberia Agricultural Co. v Mingle, 36 LLR 413 (1989); *G. Wiefueh Alfred Sayeh v. The Liberia Telecommunications Authority*, Supreme Court's Opinion, August 14, 2025.

The law extant is that the plaintiff in action of damages for wrong must not only plead the wrong complained of, but that the plaintiff must prove by the preponderance of the evidence that he suffered loss or injury as a result of the defendant's wrongful act. Firestones Liberia Inc. v. G. Galimah Kollie, Opinion of the Supreme Court, March Term, A.D. 2012, Dopoe v. City Supermarket 34 LLR 343 (1987), Lerchel v. Eid, 34 LLR 648 (1988); Townsend v. C. V. Dyer Memorial Hospital 11 LLR 288.

This Court therefore holds that the amount awarded by the trial court has no justification because the amount of the value of the property for the loan was US$10,000.00, which was to be paid within six months. Six months of withholding the deed after the payment of the loan with a six months payment obligation cannot be considered as a substantial reasonable connection between the general damages claimed by the appellee and the injury sustained. This Court however agrees that the time that the appellee had to go after his deed when he had paid his obligation normally will occasion embarrassment, inconvenience, mental distress for which the appellee is entitled to damages.

Also along with general damages, this Court has also spoken on such acts as have been occasioned against the appellee; that the appellant's conduct for withholding the appellee's deed after the loan obligation had been satisfied, constitutes wrongful conduct warranting judicial sanction. Speaking for this Court in the case: Ezzedine v Sambola [1988] LRSC 53; 35 LLR 239 (1988) (29 July 1988), Mr. Chief Justice Gbalazeh said that this Court has the authority to affirm, reverse or modify the final judgments of inferior courts. Under the circumstances and the law quoted hereinabove, for the negligence of the appellant and its refusal to return appellee's deed, warrants some punishment for which punitive damages will be appropriate to punish the appellant and deter similar conduct in the future. This Court so holds.

In the case *INTRUSCO v Osseily* [1985] LRSC 6; 32 LLR 558, 573-574 (1985) this Court defines punitive damages as "... damages which are given in enhancement merely of the ordinary damages of the wanton, reckless, malicious, or oppressive character of the acts complained of." Such damages go beyond the actual damages suffered in the case; they are allowed as a punishment of the defendant and as a deterrent to others. In most jurisdictions, punitive damage is allowed and awarded as a punishment to the defendant and as a warning and example to deter him and others from committing like offenses in the future. Therefore, it is also the holding of this Court that punitive damages will also lie to punish the appellant for its wrongful withholding of appellee's deed and to deter him and others from committing like offenses in the future.

This Court also holds that the appellant having admitted that it is still in possession of appellee's deed up to present with no reason whatsoever further buttresses this Court's holding.

WHEREFORE AND IN VIEW OF THE FOREGOING, the final ruling of the trial court awarding the appellee damages of United States Two Hundred Thousand is hereby modified. The appellant is ordered to pay to the appellee general damages in the amount of US$35,000.00 (Thirty-five Thousand United States Dollars) and punitive damages in the amount of Fifteen Thousand United States Dollars (US$15,000.00) for the appellant's wanton and reckless act in failing to give the appellee's deed. 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. AND IT IS HEREBY SO ORDERED.

MODIFIED.

When this case was called for hearing, Counsellor Cllr. Abraham B. Sillah of Heritage Partners & Associates appeared for the appellants. Counsellors Cllrs. Momolu G. Kandakai and Tiawon Saye Gongloe of Gongloe and Associates appeared for the appellee.