

**CFAO (LIBERIA) LTD.**, by and through its President, ANIMANDO  
ROGGERO, Appellant, v. **J. EDWIN MORGAN**, Appellee.

APPEAL FROM THE CIRCUIT COURT FOR THE SIXTH JUDICIAL  
CIRCUIT, MONTSERRADO COUNTY.

Heard: May 23 & 24, 1988. Decided: July 29, 1988.

1. Bailment in its ordinary legal signification imports the delivery of personal property by one person to another, in trust for a specific purpose, with a contract, express or implied, that the trust shall be faithfully executed, and the property returned or duly accounted for when the special purpose is accomplished, or kept until the bailor claims it.
2. The class to which a particular bailment belongs is to be determined wholly from the relation inter parties, and not by transactions, however numerous, between one of the parties and third persons having no relations to the bailment in question.
3. An evasive plea should not be objectively permitted.
4. An answer which both denies the truthfulness of the complaint and sets up a plea of justification is evasive and contradictory and is properly ruled out.
5. The right to institute an action does not occur, as would bar such action, until the party plaintiff has made a request to a defendant for inclusion of damages and the defendant refused to comply.

Appellant appealed from the judgment confirming the verdict brought against it adjudging it liable to the appellee for the loss of appellee's vehicle entrusted to appellant's care. The vehicle was removed from appellant's premises during lootings which followed the military coup of 1980. Appellee complained that he had shipped the vehicle in care of the appellant but that when he had gone to the appellant's premises and requested the delivery of the vehicle to him, the appellant had refused, insisting that the appellee produced a Liberian license plate before the vehicle would be released to him. The appellee contended that the refusal was unjustified because personnel of the appellant were seen using the vehicle about the city. While the license plate was being secured, the coup and the looting occurred.

Following the looting, the government offered to compensate the businesses whose premises had been affected. The appellee requested that the vehicle be included on the appellant's list since the vehicle was looted while on the appellant's premises and in appellant's care but the latter refused. It was based on this refusal and the appellant's further refusal to compensate the appellee for the loss of the car that appellee instituted the action of damages.

The jury awarded appellee \$22,000.00 as special damages and \$5,000.00 as general damages. On appeal, the Supreme Court affirmed the judgment with modification. The Court held that the fact that the appellant claimed to have been a gratuitous bailee did not relieve it of liability. The Court opined that the appellant had determined to deprive the appellee of the value of his car, firstly, by its refusal to deliver the car to him until a Liberian license plate was secured although the appellant itself was using the vehicle in Monrovia, and, secondly, by its refusal to include the appellee's car on the list submitted by it to the Government of Liberia for compensation.

With regard to the contention by appellant that the action was barred by the statute of limitations, the Court held that the same was without merits since the right of action did not accrue until the appellee requested that his car be included on the list which was submitted to the government and the appellant refused to honour the request.

The Court noted, however, that the value to be used for the car was the value declared to the Custom Bureau and upon which duty had been paid. Therefore, the Court, while affirming the judgment of the trial court, modified the same by reducing the special damages to the declared value of the car.

H. Varney G. Sherman appeared for appellant. Joseph Findley and S. Raymond Horace appeared for appellee.

MR. JUSTICE JUNIUS delivered the opinion of the Court.

Appellee was serving as Ambassador accredited to Moscow in the Soviet Socialist Republic when he shipped a Citroen Sedan No. CX2400 to appellant in Liberia in care of Lafayette K. Morgan, residing at Bong Mines, Bong County, Liberia. Appellant was to have the car cleared through customs including paying the customs duty therefor and excise duty connected therewith and to then have the said vehicle delivered to Lafayette K. Morgan. Appellant received the vehicle from the National Port Authority, paid the customs duty therefor and had it stored in the bonded

warehouse. The customs duty and excise tax paid by appellant were debited to the account of Lafayette K. Morgan, who at the time had an account with appellant and was in keeping with an agreement reached between appellant and appellee's brother Lafayette K. Morgan.

Upon his arrival in Liberia, appellee approached appellant and asked the latter to deliver the car, but the latter refused on the ground that appellee should produce a Liberian license plate before delivery could be made. At the time, the car carried a foreign license plate.

It is noteworthy to mention that the car had been driven on the streets of Monrovia by appellant with a foreign license plate on it. Appellant acknowledged that the car had been driven by its personnel but claimed that the car was driven with a "On Test" plate in order to keep the engine intact, as per understanding reached with Lafayette K. Morgan, appellee's brother.

When appellant refused to deliver the car until a Liberian license plate was secured by appellee, the latter immediately presented a check to appellant covering the taxes paid by appellant on behalf of appellee plus the cost of a Liberian license plate. When appellee returned to take delivery of the car, he was informed by appellant that the car could not be delivered because it had been taken from appellant's premises during the riot which accompanied the April 12, 1980 coup.

On May 26, 1983, appellee wrote appellant a letter regarding the matter. A portion of that letter is quoted herein below:

"Following the announcement by the PRC Government that all companies in Liberia that sustained loss as a result of the April 12, 1980 incident are privileged to write-off same, I have thought to forward you herewith attached, a copy of the invoice, giving cost of my car (Citroen CX2400) "PRESTIGE" Chassis No. 00MK6430, Engine No. 797037852, together with a copy of my letter giving the shipping cost of this vehicle which was shipped to you from Helsinki on 27th July, 1979, in care of Hon. Lafayette K. Morgan, during my accreditation as Ambassador to the Soviet Union."

The appellee's May 26, 1983 letter of to the appellant also stated:

"You will recall that when I requested compensation of you for my car, following its disappearance after the April 12th 1980 incident, you rejected my claim on the promise that your company's insurance did not cover civil disturbances, Government,

however, has accommodated the situation by affording those companies that incurred loss during this period, the privilege to write-off all their claims".

In response to appellee's letter, appellant informed appellee that his claims could not be accommodated because appellant was not liable and that the PRC Government was not permitting an indefinite carry-forward of losses sustained during the coup. Appellee, being dissatisfied with appellants attitude, instituted this suit on September 9, 1983 in the Civil Law Court for the Sixth Judicial Circuit, Montserrado County. Pleadings having rested, the court sustained the position of appellee and ruled the case to trial and appellant to a bare denial of the appellee's complaint. At the end of the trial of the facts by the jury, a verdict of \$22,000.00, the claimed value of the car, was awarded as special damages, and \$5,000.00 as general damages in favour of the appellee. A motion for a new trial having been filed, argued and denied and a final judgment rendered in keeping with the verdict, appellant excepted thereto and announced an appeal to this Honourable Court.

Appellant has brought this case before us on a twenty-two count bill of exceptions enumerating therein a series of alleged reversible errors that appellant claims were committed by the trial judge. We quote herewith the said bill of exceptions.

"1. That the court erred when in ruling on law issues it stated that the law citations made by defendant CFAO (Liberia) Ltd. do not fit with any of the nine count answer. That is to say that the law citations made by defendant were immaterial and irrelevant to the pleas of the answer. To which ruling defendant excepted.

2. That the court also erred when in ruling on law issues it stated that defendant's answer denied the complaint and also set up justification and was therefore dismissible for contradiction and evasiveness and rendered the entire answer overruled. To which ruling defendant excepted.

3. That the court also erred when in ruling on the law issues it stated that counts 4 and 6 of defendant's answer constitute the affirmative plea of contributory negligence, which plea should follow a confession but that defendant did deny and avoid in its pleadings. And so the trial judge dismissed defendant's answer and ruled defendant to a bare denial. To which ruling defendant excepted.

4. That during the jury trial, Your Honour erred when you overruled defendant's objection on the 7th day's jury session, sheet three, and allowed a document which

was not proffered with the pleadings or notice given for its production to be brought into evidence. To which ruling defendant excepted.

5. That during the trial by jury, Your Honour erred when you sustained plaintiff's objections, made at the 7th day's jury session, sheet four, when in cross-examining the witness defendant sought to show that a document testified to and marked by court was not in the English language but in a foreign language not understood by the court, jury and legal counsel. To which ruling defendant excepted.

6. That during the trial by jury, Your Honour erred in sustaining objections when in attempting to impeach the credibility of the witness on the cross-examination on the rate of exchange of francs to the dollar, counsel for defendant asked the plaintiff on the stand why he had not pleaded the official Bank statement as proof of said rate of exchange. And to which ruling, on the 7th day's jury session, sheet five, defendant excepted.

7. That Your Honour erred when on sheet eight, 7th day's jury session you sustained objection to all questions asked by defendant's counsel on the cross-examination relating to the business or personal relationship between plaintiff and defendant or plaintiff and defendant's managing director, which warranted plaintiff sending his car to defendant. To which defendant excepted;

8. That Your Honour also erred on sheet eight, 7th day's session, when you sustained objections to question on the cross-examination as to whether plaintiff gave any consideration to defendant for the services rendered in receiving his car. To which defendant excepted.

9. That Your Honour erred when you overruled defendant's objection to question on the direct examination at the 6th day's jury session, sheet six, where plaintiff's counsel asked: '13-1 is for sixty-one thousand one hundred fifty metropolitan francs. From your experience as a foreign service officer assigned to Europe, do you know of your certain knowledge what the rate of conversion from said Francs to Dollars was in 1978?' To which ruling defendant excepted.

10. That Your Honour also erred when you overruled defendant's objection to question on the direct examination on the 8th day's session, sheet seven where plaintiff's counsel asked. 'What about the Finnish Mark, do you recall the rate of exchange for that currency to dollar?' To which ruling defendant excepted.

11. That Your Honour erred when you sustained objections to several questions on the cross-examination on sheets eight and nine, 8 th days jury session, to the effect that the Liberian Embassy in Moscow, Russia (Soviet Union) maintained a dollar account and transacted business in dollar and not francs. To which ruling, defendant excepted.

12. That Your Honour erred when you sustained objection to question on the credibility of the witness on the cross-examination on the 8tn day's jury session at sheet nine, the question being as follows:

'Mr. witness, you have testified that the rate of exchange for the French Francs was 4.10 Francs to one dollar. Do you want this court and jury to believe that for the entire year 1978, that is beginning from January 1, 1978 up to and including December 1978, the rate of exchange of the French Francs to the dollar remained stable and static at 4.10 French Franc to one U.S. Dollar?'

To which ruling defendant excepted.

13. That Your Honour erred when you sustained objection to question on the cross-examination on the 8th day's session, sheet ten, where defendant's counsel asked the witness whether he knew the rate of exchange of the French francs to the U. S. Dollar in Paris, France, in 1978 a the place from which the witness had testified that the car was bought by the plaintiff. To which ruling the defendant excepted.

14. That Your Honour erred in sustaining abjection on the cross-examination to the following question as propounded on the 8th days jury session, sheet 11, as follows:

'Mr. witness you have informed the judge, jury and us, the lawyers on both sides of this case that you handled all the financial matters pertaining to Ambassador Morgan's (plaintiffs) purchase of this subject Citroen Car and that you did it through the Foreign Trade Bank of the Soviet Union. You have also testified earlier that the subject Citroen car was bought in Paris, France. Now Mr. Witness, please tell the court and jury whether the funds were sent from Moscow to Paris to purchase the subject car in the name of Ambassador Edwin Morgan?'

And to which ruling defendant then and there excepted.

15. That Your Honour erred in overruling defendant's objection to the admissibility into evidence of documents marked by Court P-2, P-5 and P-6. And to which ruling

defendant then and there excepted.

16. That Your Honour erred in sustaining objection to question posed to defendant's rebuttal witness on the 9<sup>th</sup> day's jury session, sheet six, where counsel requested the rebuttal witness to identify payment documents which he had referred to in his testimony. To which ruling defendant excepted.

17. That Your Honour erred in sustaining objection to question posed to defendant's rebuttal witness at the 9<sup>th</sup> day's jury session sheet seven, when said rebuttal witness was asked question to rebut the conversion of the value of the car from French Franc to U. S. Dollar. And to which ruling defendant excepted.

18. That Your Honour erred in overruling defendant's objection to the court's questions at the 9<sup>th</sup> day's session, sheets nine and ten where the court asked the following questions:

(a) To whom was the car sent by the plaintiff that is, to whom was it sent, to Lafayette Morgan or to you?

(b) Mr. witness, since according to you, you only presented claim to government for vehicles belonging to you only, and which were taken away during the April 12<sup>th</sup> incident, for the benefit of the court and jury what did you do, if any, about vehicles belonging to your customers which were in your possession or under your custody when the incident occurred, and, as a result of which incident the vehicles were taken away?

19. That Your Honour erred when you sustained objection to a question posed by defendant's counsel to the witness on the direct examination at the 9<sup>th</sup> day's jury session, sheet thirteen, asking the witness whether he would be able to identify the appraisal he referred to in his testimony-in-chief. And to which ruling, defendant excepted.

20. That Your Honour erred when you failed to specifically instruct the jury on the law and tell them with certainty, what the law is, especially defendant's request for the charge to the jury as found on 11<sup>th</sup> day's jury session, sheet two, as follows:

(a) That when a person gives personal property to another to be kept and stored, without any compensation to the other person, said other person is considered in law to be gratuitous bailee; for reliance, 8 AM. JUR. 2d., Bailment, § 7;

(b) That under the law a gratuitous bailee such as CFAO only agree that he will exercise the same care of the property given to him to keep as the care that he gives to his own property. Reliance: 8 AM. JUR. 2d., Bailment, § 122;

(c) That under the law a gratuitous bailee, in the absence of negligence and without an expressly written contract to the contrary, is not liable for any robbery, burglary or theft of the property so given to him, reliance, 8 AM. JUR, 2d., Bailment, §§ 200 and 201;

(d) That under the law a gratuitous bailee such as CFAO is obligated to keep the property in good condition to avoid deterioration. For reliance, 8 AM. JUR. 2d., Bailment, §§ 156 and 158.

(e) That under the law, a vehicle operated in Liberia without registration and a Liberian license plate is an offense and the person who owns the car or the person who is allowed to operate such a vehicle would be fined five hundred dollars and put in jail for six months, or he will be both in prison and fined five hundred dollars. For reliance, Vehicle and Traffic Law, Rev. Code 38:

(f) That under the law, the measure of damages for personal property lost, injured or damaged is the market value of the property; that is, the price of said property at the time of the loss or injury. For reliance, Firestone Plantations Company v. Greaves, 9 LLR 250 (1947);

(g) That under the law, hearsay evidence is not admissible and the jury in any case where hearsay evidence is testified to ought not to pay attention thereto. And counsel asks Your Honour to have that portion of Mr. Lafayette Morgan's testimony as found on sheet eleven, 7th day's jury session, Tuesday, June 25, 1985, on all that he was told by his brother stricken.

21. That Your Honour committed errors in your charge to the jury, which errors are identified as follows and to which defendant excepted, as found on 11th day's jury session, sheet seven:

(a) That portion of Your Honour's charge in the opening sentence where you declared and we quote 'the facts of the case are as follows', thereafter when you proceeded to narrate what, Mr. James Edwin Morgan had alleged in his complaint knowing fully well that allegations are not facts.



(b) That portion of Your Honour's charge which states that Mr. Morgan instructed the defendant to deliver his car to Mr. Lafayette Morgan, after clearing it from the customs. No facts were brought out in the trial to this effect but rather this was an allegation laid in the complaint;

(c) That portion of Your Honour's charge which fails to traverse, summarize and explain to the jury the evidence adduced by the defendant as you have done in the instant of the plaintiff;

(d) That portion of Your Honour's charge which averred that the main contention of the plaintiff was that he has buffered embarrassment for the alleged refusal of the defendant to deliver plaintiffs car to him, when indeed and in fact the plaintiff in his complaint has neither prayed for general damages nor given any evidence before the jury to warrant the award of general damages.

(e) That portion of your Honour's charge which averred that the plaintiff went to the defendant to pay for services rendered as well as customs duties. Rather the plaintiff simply testified to reimbursing the defendant for clearing the car from the customs and for license plate.

(f) That portion to Your Honour charge which states that the plaintiff returned to the garage and presented to the defendant a Liberian license plate after seven days. No evidence was adduced to this effect during the trial.

(g) That portion of Your Honours charge where you failed to charge the jury on the legal issue on the effect of a document which is admitted to go to the jury for credibility and effect, which document is not in the language of the court, being English and which had not been interpreted into English:

(h) That portion of Your Honour's charge which leaves an issue of law, that is, hearsay evidence to be decided by the trial jury. And respectfully submits.

22. That the verdict of the jury awarding the plaintiff \$22,000.00 as cost of the car and \$5,000.00 general damages is manifestly against and contrary to the weight of the evidence adduced at the trial, and therefore Your Honour erred when you rendered final judgment affirming and confirming said verdict. And to which final judgment defendant then and there excepted."

Upon the call of the case before us, appellant having filed a brief which contains seven issues, argued them accordingly.

Appellee on the other hand presented a brief which was argued and which negated the argument presented by appellant.

Let us now turn to the facts in the case and consider same in the light of the arguments presented by both sides. For the benefit of this opinion we quote hereunder the statements made by appellee (Mr. Morgan) and that of Mr. Ammando Roggero, President of CFAO, appellant herein:

#### APPELLEE'S STATEMENT

"Your Honour, ladies and gentlemen of the jury, if it is not a miss, I should like to first of all offer an apology and make a precarious atonement to His Honour the judge and you the jurors for my absence yesterday afternoon. My case before this Honourable Court involves a Citroen car, Prestige No. 2400. This car bought for sixty-one thousand one hundred and fifty francs (Metropolitan). This car was shipped to Mr. Ammando Roggero, Managing Director of CFAO Motors (Liberia) Limited for J. Edwin Morgan, in care of Lafayette K. Morgan, with a request that the car be cleared from customs including duty and that I be informed of the amount involved so that I may reimburse what was spent. In addition to this, I requested that the car be stored. On my arrival to Liberia on April 9, 1980, I called my brother and asked him of the whereabouts that is to say what had happened to the car. My brother informed me that the car had arrived and was with or in possession of Mr. Roggero of the CFAO Motors. The following day, being the 10th of April, I went to Mr. Roggero and asked him to inform me of what had been spent to clear the car from the customs because I was in urgent need of transportation and have come to refund whatever he spent to clear my car. Mr. Roggero said that he could not give me my car and demanded that I bring a license plate from the Ministry of Finance before he will release my car. It was at this point that I protested and I informed Mr. Roggero that my brother had told me that he was using my car. Furthermore, that my car was shipped with a foreign license plate and that it was with this license plate that he had been using my car. Then I said to him why should you use my car with these license plates and you object to deliver to me my car until I present licence plates from the Ministry of Finance. With his refusal I had no alternative but to conform with his demand. This was on the 10th of April 1980, and on the 11th was a National Holiday. All offices and business houses were closed. I could not go to the Ministry of Finance because it was not opened for business that was the 11th of April. On the 12th of April there was the coup, so I could not go to Mr. Roggero because things were then

in a fearing circle. However, on the 17th of April, I went to Mr. Roggero again to discuss the matter of my car. It was at this time that Mr. Roggero informed me that during the coup several vehicles were taken away from the garage, including mine. I protested to Mr. Roggero and said that he was responsible because I came to you for my car, offered to pay you for my car and you refused. However, had you accepted payment and delivered to me my car it would not have been here with you to be taken away. So I left his office and did not approach him again until the government made announcement that all business concerns that had sustained loss as a result of the April 12 incident should forward their claims to the Ministry of Finance for consideration. Knowing that my vehicle Mr. Roggero said was among the vehicles purportedly lost, I addressed him a letter demanding compensation and stating that the Government offered to compensate him for the losses he sustained during the April 12th coup.

In reply, Mr. Roggero informed me that he did not put in any claim for my vehicle whatever. I was surprised, so I then called my brother and asked him to go with me to Mr. Roggero for further explanation why my vehicle was not included in his claims. All of this, I may add, was done in good faith but when we went to Mr. Roggero's office, Mr. Roggero received me by standing up and telling me that I had written him and he had replied me, that he had nothing further to say to me, and that I was not welcome in his office. If my brother had anything to say to him, he would listen. Now Your Honour and ladies and gentlemen of the jury, this is a man who received my car, used my car, refused to give me my car when I asked for it and in the face of this, elected to insult me as though I represented nothing. Your Honour, ladies and gentlemen of the jury, this is a treatment that some expatriates mete out to us. Your Honour, I will like to present to this court the invoices for the car, my letter in reference to the shipment of the car and my telegram to my brother. I now rest and prepare to throw further light on the case when called upon to do so."

#### APPELLANT'S STATEMENT

I reject Mr. James Morgan's statement as incorrect and not true. I have never refused to deliver the car in question to him. I only pointed out to him that there are regulations in the country that forbid me to deliver to anyone an unlicensed vehicle after customs duty was paid. Since it was the Thursday afternoon, the 10th of April, 1980, we agreed that on the first working day which was the next Monday being Friday was a holiday he would have brought the Liberian number plate and applied them on the car and that the car was then delivered to Mr. James Morgan was the person that had consigned the car to me for it to be taken care of. Mr. James Morgan gave me a check that covered the customs duty which I had previously paid on his

behalf and the amount due to revenue for license plate and he left with the understanding that we would have met on the next Monday to have the car delivered to him properly licensed as the Liberian law requires. Unfortunately, during the long weekend James Morgan's car was taken away together with other ninety-two vehicles from our premises during the revolution. We therefore have to disclaim any responsibility on this matter or any wrong done. To emphasize, the Government of Liberia. has never reimbursed us for the losses we have sustained. I rest."

The two statements, in conjunction with a careful analysis of the facts in this case pro et con, the following issues become paramount over all others:

- (1) Whether appellant's answer is sufficient to reverse the ruling on the law issues?
- (2) Whether the facts supported the verdict?
- (3) Whether the judgment rendered by the lower court based upon said verdict should be affirmed by this Honourable Court?

Appellant had filed a nine-count answer in response to the complaint. Count one denied that the value of the car was \$17,461.73 and stated that its value was \$9,286.06. This we agree with because \$9,286.06 is the value upon which the duty was calculated and paid. The records revealed that it was the authorized official of customs that valued the car at \$9,286.06 and not appellant. Neither did appellee reject this figure when he was reimbursing appellant. He did not suggest the \$17,461.73 as the value of the car until this case was before the lower court for trial. If the value of the car has to be paid, it should be \$9,286.06, and not \$17,461.73 or any other amount.

The records reveal that appellant was the consignee of the vehicle. In keeping with appellant's contention that it was "a gratuitous bailee", should appellant be absolved of responsibility or liability to the bailor for damage to or less of the property subject of the bailment, as in this case?

"A bailment in its ordinary legal signification, imports the delivery of personal property by one person to another, in trust for a specific purpose, with a contract, express or implied, that the trust shall be faithfully executed and the property returned or duly accounted for when the special purpose is accomplished, or kept until the bailor claims it." 8 AM JUR, 2d., Bailment, § 2.

"The class to which a particular bailment belongs is to be determined wholly from the relation inter parties and not by transactions, however numerous, between one of the parties and third persons having no relations to the bailment in question." *Ibid.*, § 9.

"A bailment relation is a contract agreement which may result either from an express or contract or from a contract implied in fact by law. The bailment contract is governed by the same rules of law that govern other contracts. There must be a delivery by the bailor to the bailee and an acceptance by the bail of the subject matter of the bailment, although these requisites may, in a proper case be present only constructively. . ." *Ibid.*, § 43.

Count three of appellant's answer deals with the use of the car which was not denied. But appellant claimed that it was done to keep the car good running condition. The use of the car, appellant claimed was with permission of appellee's brother, Lafayette K. Morgan. Yet, Lafayette K. Morgan's testimony showed that it was appellant who informed him that the car was being used to avoid deterioration. On this issue, we say that the use or non-use cannot absolve appellant of any liability; neither can it cause appellee to lose or gain in this suit. The point in issue is appellant's refusal to deliver the car when it was demanded by appellee.

In count four of the answer, appellant admitted that appellee's claim that it refused to deliver the car until appellee had paid for the license plates was correct, but contended that CFAC was looted and that as a gratuitous bailee it could not be held liable for the loss. What is the issue before us: That the appellee failed to produce plates before the delivery of the car could be secured or that appellant being "a gratuitous bailee" should not be liable? An evasive plea should not be objectively permitted. "An answer which both denies the truthfulness of the complaint and sets up a plea of justification is evasive, and con contradictory and is properly ruled out by the trial court." *CRC v. Prince Pepple*, 3 LLR 436 (1933).

In count six of the answer, appellant claimed that it had not committed any "unlawful, wrongful, illegal and negligent act" damaging, to appellee because if appellee had promptly reimbursed appellant for the consular fees and customs duty, and had registered the car with the Motor Vehicle Bureau and thereupon taken possession of said vehicle immediately after it was cleared from the Bureau of Customs, said car might not have been the subject of theft during the April 12, 1980 coup. This plea is inconsistent with appellant's plea in count four of the answer "that under the law consignees of motor vehicles were obligated to ensure that said vehicles were registered and license plates obtained before plying the streets . . ." It

follows therefore that appellant should have procured the license plate and registered the vehicle after CFAO had paid customs duty, and that appellant's failure to comply with this "obligation" was "unlawful, wrongful, illegal and negligent", especially since appellee was not in Liberia. Besides, this plea suggests that appellant, as bailee, would be liable if appellee had reimbursed appellant earlier than three months and/or performed the obligation which appellant as consignee was obligated to perform. How could the court sustain such a contradictory answer?

Concluding on appellant's answers, count five again talked about gratuitous bailee, count seven talked about the rental of car by appellee and count eight alleged insult offered appellee by appellant's manager. These counts are of less importance. Gratuitous bailee has been dealt with supra, while the rental of a car by appellee and the insults meted out to appellee can in no way prove or disprove appellant's liability, if any, to appellee for the loss of his car.

Further, turning to the issue of the statute of limitation, this Court says that the right to institute the action did not occur until appellee requested appellant to place his car on the list, when appellant received notice from the Government of Liberia for the submission of damages received as a result of the coup. It was from these points that appellee's rights began.

From the above, this Court concludes that appellant was fully aware that the car was appellee's property, based upon appellant accepting the \$2,871.39 check for taxes plus license plate charges; that it was appellant's intention to deprive appellee of the value of the car, when appellee requested that his car be placed on the list and appellant's refusal to comply with the request. If it was not appellant's intention to deprive appellee of the fair value of his car, appellant would have placed same on the list and let the government decide. The government's pronouncement or notice did not prevent appellant from placing appellee's car on the list. It was the appellant who on its own refused and neglected to place appellee's car on the list submitted to Government.

We therefore hold that the judgment of the lower court is hereby affirmed with the modification, that appellant pays \$9,286.06, the value of the car, plus \$5,000.00 general damages. Costs in these proceedings are ruled against the appellant. And it is hereby so ordered.

*Judgment affirmed with modification.*