

MOSES K. LAMIN, JOE D. S. GBAYON and ALOYSIUS ALLISON, Appellants, v. SAVE THE CHILDREN FUND (UK), represented by its Field Director, Appellee.

Lamin et al v SCF (UK) [2000] LRSC 10; 40 LLR 96 (2000) (21 July 2000)

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

Heard: March 30, 2000. Decided: July 21, 2000.

1. The termination of an employment contract between an employer and employees, without notice to the employees, is a violation of the Labor Law and the Labor Practices Law.
2. The termination of the services of employees by an employer is a labor dispute which is cognizable before the Ministry of Labour which is the proper forum of first instance.
3. Disputes arising out of labor matters are not cognizable before the Civil Law Court for the Sixth Judicial Circuit, Montserrado County.
4. The Ministry of Labour is the proper agency of the government which, pursuant to law, has the expressed and exclusive authority and exclusive original jurisdiction to hear and determine labor disputes, and to award compensation to aggrieved employees; and its rulings are subject to review only by the National Labour Court and the Supreme Court.
5. In matters over which a government agency has been expressly given original jurisdiction, a court is prohibited from exercising such original jurisdiction.
6. The circuit courts are statutory courts which derive their being and scope of powers from the statutes creating them, and hence, they cannot exercise jurisdiction beyond that which the statutes confer.
7. Jurisdictional limits imposed by acts of the Legislature upon courts established by legislative enactment are mandatory and permit of no deviation for any case.

The appellants, former employees of the appellee whose services were terminated by the appellee without notice, filed an action of damages for breach of contract in the Civil Law Court for the Sixth Judicial Circuit, Montserrado County. On motion by the appellee, the action was dismissed, the trial court stating as a basis therefor that the court lacked jurisdiction over the subject matter and the employment contract which the appellants claimed was violated by the appellee. The appellant excepted to the ruling of the court and announced an appeal therefrom to the Supreme Court for review.

The Supreme Court, after a review of the case, affirmed the ruling of the trial court, holding that the trial court rightly determined that it lacked subject matter jurisdiction over the case as well as the parties. The Supreme Court noted that the contract which the appellants claimed had been violated by the appellee was a labor contract and had all of the attributes of a labor matter. The Court observed that the Liberian Labor Law and Labour Practices Law, as well as Interim National Assembly decree no. 12, conferred exclusive authority and jurisdiction upon the Ministry of Labour to hear and determine all labor disputes and to award compensation to the aggrieved employees. The circuit courts, the Supreme Court opined, are

statutory courts which derive their being and scope of powers from the creating statutes, and that as such they cannot exercise jurisdiction beyond that which the statutes confer. The Court observed further that the jurisdictional limits imposed by statutes creating the subordinate courts are mandatory and permit of no deviation, adding that where the statutes grant to a government agency exclusive original jurisdiction, a court is prohibited from exercising original jurisdiction over the said matter.

The Court held therefore that as the contract said to have been violated was a labor contract over which only the Ministry of Labour had original jurisdiction, the trial court lacked authority to handle the breach thereof. Accordingly, the Court affirmed the ruling of the lower court dismissing the action without prejudice to the appellant to have the action re-instituted in the Ministry of Labour.

Marcus R. Jones of the Jones & Associates Law Firm appeared for the appellants. David A. B. Jallah of the David A. B. Jallah Law Firm appeared for the appellee.

MR. JUSTICE SACKOR delivered the opinion of the Court.

Under the provisions of article 65, chapter 7 of the 1986 Liberian Constitution, the Honourable Supreme Court of Liberia is a constitutional court while the subordinate courts, such as the circuit courts of this Republic, are statutory courts. LIB. CONST., Art. 65 (1986). The circuit courts therefore derive their being from the statutes creating them, and are limited in their jurisdiction to the power conferred upon them by statutes. It therefore follows that our circuit courts cannot under the law exercise any judicial powers, or, in the adjudication of questions before them, extend their judgments, rulings or decrees over matters brought before them by party litigants where the matters are manifestly beyond their purview. *Green v. Brumskine*, [1915] LRSC 10; 2 LLR 202, Syl. 2, text at 205 (1915).

The cardinal question presented before this Court for resolution is whether or not the Civil Law Court for the Sixth Judicial Circuit, Montserrado County, has authority to exercise original jurisdiction over a matter arising out of an alleged violation of the Labor Laws of Liberia and Labor Practices Law of Liberia.

This case is before us on appeal from the ruling of the trial court granting the motion to dismiss without prejudice to the complain-ants, appellants herein, to file their complaint before the Ministry of Labour. The appellants herein, Moses K. Lamin et al, filed in the Civil Law Court for the Sixth Judicial Circuit, Montserrado County, before His Honour Varney D. Cooper, Sr., assigned circuit court judge presiding over the June Term, A. D. 1997, an action of damages for breach of contract against their employer, Save the Children Fund (UK) Liberia, by and through its field director.

The appellants alleged in their complaint of 28 May 1997, that their employer had breached its employment contract entered into with them, in that, without any notice to them the employer had seized their identification cards and prevented them from entering the employer's premises which was their place of work. By this action, the appellants asserted, their employer had effectively terminated their employment.

The defendant, appellee herein, was summoned but was never served. The appellee therefore made a special appearance and moved the trial court to dismiss the action because of the lack of jurisdiction over its person. The appellant resisted the motion, denying the non-service of the writ of summons on the appellee. The trial judge sustained the special appearance and ruled that the appellee should be served with the writ of summons. Being dissatisfied with this ruling, the appellants excepted thereto and sought the aid of certiorari on December 4, 1997 from this Court, with His Honour M. Wilkins Wright presiding in Chambers during the October, A. D. 1997 Term. Mr. Justice Morris, who had subsequently come into chambers, heard the petition in chambers, denied it, and ordered the re-issuance and service of the writ of summons on the corporation. The appellants appealed from this ruling to the full bench. This Court, after hearing the appeal, confirmed the ruling of Mr. Justice Morris and reiterated that the writ of summons should be served on the corporation to enable it to file an answer to the complaint and that the case be heard on its merits in keeping with law.

The trial court, in obedience to this Court's judgment and mandate, served the writ of summons on the appellee corporation. The corporation thereupon filed an answer, along with a motion to dismiss plaintiffs' complaint, on grounds that the Civil Law Court for the Sixth Judicial Circuit, Montserrado County, lacked jurisdiction over the subject matter of the complaint, the person of the appellee, and the thing and/or issue involved in the complaint, since the trial court could not exercise original jurisdiction over contracts of employment dealing with the provisions of the Labour Practices Law of Liberia.

The appellants filed a reply and a resistance to the motion to dismiss, contending that the Civil Law Court and the Ministry of Labour could exercise concurrent jurisdiction over employment contracts, and that the Civil Law Court was the proper forum to determine the measurement of damages. The trial judge heard and granted the appellee's motion to dismiss appellants' complaint, stating as the reasons therefor that matters arising out of employer-employee relationship were governed by the Labour Law and Labour Practices Law of Liberia, and that as the Civil Law Court did not have original jurisdiction over labor matters, such matters could not there-fore be heard by that court. The action of damages for breach of contract was dismissed without prejudice, thereby reserving the right to appellants to file the action before the Ministry of Labour, which was the proper forum. The appellants excepted to the trial court's ruling and announced an appeal to this Court, perfecting the same within the time prescribed by law. Hence, this case is before us on a regular appeal to review the ruling of the trial judge.

The appellants argued before this Court that the termination of the contract was not an issue of wrongful dismissal over which the Ministry of Labour had jurisdiction, and that it was not an indefinite contract in which said Ministry could award the appellants two years' payment. They maintained that the employment contract between the appellants and the appellee had a special feature under section 19-A of the Labour Law which provides that the requirements of contract may have any special feature. The appellee, on the other hand, argued that the Civil Law Court for the Sixth Judicial Circuit, Montserrado County, does not have original jurisdiction over contracts of employment which are governed by the provisions of the Labour Practices Law of Liberia. Appellee argued further that the Ministry of Labour has original jurisdiction over matters arising out of an employer-employee relationship.

The next question raised before this Court is whether or not the termination of the employment contract between the employer and its employees, without notice to the employees, was a violation of the Labour Law and the Labour Practices Law of Liberia. The answer to this question is in the affirmative. The appellants do not deny that the employment contract between the two parties created an employer-employee relationship, and that said contract was executed and entered into pursuant to the Labour Laws of Liberia. Section 17 of the contract provided, among other things, that "either party to the contract wishing to terminate it should give a written notice of one month for support staff and three months for senior staff in advance of the expected departure date". The contract further provided that "any incorrect termination of contract can lead to the payment of damages." The appellants instituted this action in the trial court to claim damages from the employer for the termination of their employment contract. Section 17(II) of the contract also provided for payment in lieu of notice. It stated that "either party may pay to the other party the amount corresponding to the remuneration and benefits the employee would have benefited from instead of working the notice period." Section 18 of the contract provided for terminal benefits to the employees. It stated that "in addition to notice, employees normally are entitled to the following terminal benefits: After one (1) year of service, one (1) month's salary for each completed year of service and pro rata for each uncompleted year..."

This Court observes from the employment contract between the employer and the employees that the employees are also entitled to payment in lieu of notice as well as terminal benefits. The termination of the employees' services without notice to them is a labour dispute which is cognizable before the Ministry of Labour as the proper forum of first instance. The dispute arising out of Labour matters are therefore not cognizable before the Civil Law Court for the Sixth Judicial Circuit, Montserrado County. The Ministry of Labour is the proper agency of government which, pursuant to law has the authority to hear and determine labour disputes, and to award compensation to aggrieved employees. Its rulings are subject to review only by the National Labour Court for Montserrado County. INA Decree #21, Article 11, section 3: Jurisdiction of the Hearing Officers. An Act to Repeal the Act Amending the Labour Laws of Liberia With Respect to Administration and Enforcement and to Amend Decree #21 of the Interim National Assembly in Connection Therewith, section 23.2.

Chapter 34, section 34.2 of the New Executive Law defines the functions of the Ministry of Labour and provides that the Ministry of Labour shall have exclusive original jurisdiction over all Labour matters. In the case *Vamply Liberia Inc. v. Kandakai et al* [1973] LRSC 55; , 22 LLR 241 (1973), Syl. 5, text at 248, this Court held that "[i]n matters over which a government agency has been expressly given original jurisdiction, a court is prohibited from exerting original jurisdiction". We uphold our decision in the *Vamply* case that in this jurisdiction the Ministry of Labour is the proper, legal and appropriate government agency expressly given original jurisdiction over all labour disputes. Our circuit courts are statutory courts which derive their being and scope of powers from the statutes creating them, and they cannot therefore exercise any jurisdiction beyond that which the statutes confer. *Green v. Brumskine*, [1915] LRSC 10; 2 LLR 202, Syl. 2 (1915), text at 205. In *Williams v. Abraham*, [1971] LRSC 10; 20 LLR 220, Syl. 1 (1971), this Court held that "the jurisdictional limits imposed by acts of the Legislature upon the courts established by it are mandatory and permit of no deviation for any case". Hence, the trial court legally and properly granted the appellee's motion to dismiss appellants' action of damages for lack of jurisdiction over the subject matter, the parties and the thing involved in the action since the trial court could not have rendered a binding judgment. Civil Procedure Law, Rev. Code 1:11.2 (1)(a), (b), and (c), under motion to dismiss; *Compagnie des Cables Sub-Americaine*

v. Johnson, [\[1952\] LRSC 23](#); [11 LLR 264](#) (1932), Syl. 2, text at 269; Cooper v. Alamendine, [\[1971\] LRSC 54](#); [20 LLR 416](#) (1971), Syl. 3.

Wherefore, and in view of the foregoing, it is the considered opinion of this Court that the ruling of the Civil Law Court dismissing appellants' action of damages without prejudice to them to seek redress before the Ministry of Labour is hereby affirmed and confirmed. The Clerk of this Court is hereby ordered to send a mandate to the court below informing the judge presiding therein to resume jurisdiction over the case and to give effect to this opinion. Costs are assessed against the appellants. And it is hereby so ordered.

Ruling affirmed.