

THE UNITED STATES TRADING COMPANY, Appellant, v. **WALTER B. WRAY, SR.**, and **PHILIP G. WILLIAMS**, Labour Relations Officer, Appellees.

MOTION TO DISMISS APPEAL FROM THE NATIONAL LABOUR COURT,
MONTSERRADO COUNTY.

Heard: April 21, 1993. Decided: July 23, 1993.

1. It is improper for the Court to render decision on an issue touching on the merit of the case that has not been argued or passed upon by the trial court.
2. The Supreme Court in a motion to dismiss cannot consider or decide on any issue which forms part of the merits of a case on appeal to the Court.

Appellees obtained two judgment awards against appellant in the National Labour Court from which appellant appealed to the Supreme Court. While the appeal was pending, appellees filed a motion to dismiss the appeal contending that the appeal was defective and insufficient because it did not specify the particular currency for which the bond was tendered. The Court held that the basis for the motion involved the issue of parity between the Liberian and United States currencies which were not raised and argued in the lower court. The Court therefore *denied* the motion and remanded the case for determination of this issue.

H. Varney G. Sherman and *Snonsio M Nigba* appeared for appellant. *Eugene D. M Freeman* appeared for appellees.

MR. CHIEF JUSTICE BULL delivered the opinion of the Court.

We have before us a motion filed by appellees to dismiss appellant's appeal because the appeal bond is insufficient, and therefore defective.

The appellees herein obtained two judgment awards against United States Trading Company in the National Labour Court. One of these awards was for US\$18,600.00, and the other for L\$35,734.18. Appellees contended that the appeal bond filed by the United States Trading Company, appellant, is defective for the reason that the indemnity in the appellant's appeal bond is in the sum of \$80,502.27. Further, appellees contended that it is not specified that the said amount of the indemnity is in United States dollars or Liberian dollars. Appellees further maintained in their

motion, that if the United States dollars award was converted at the rate of 28 Liberian dollars to one US dollar, then the indemnity of the bond should have been \$556,534.18 Liberian dollars.

The appellant countered appellee's contention in its resistance by averring that in as much as one US dollar equals one Liberian dollar, the indemnity in its appeal bond in the sum of \$80,502.27 is more than sufficient to satisfy the two judgment awards obtained by appellees in the National Labour Court.

This motion and the resistance tend to solicit an opinion from this Court regarding the parity between the Liberian dollar and the United States dollar.

The issue of the parity of the Liberian dollar with the United States dollar is indeed one which is presently receiving tremendous concern and has provoked much debate, both in private and business circles. In point of fact, the issue of parity between the two currencies forms part of the merits of this case from which this motion emanates. This being so, it would not be proper at this time for this Court to consider and decide, in this motion, any issue which forms part of the merits of the case on appeal to this Court.

There are many opinions of this Court which have dismissed appeals for the reason that the amount fixed in the appeal bond was not equal to the money judgment awarded to the successful parties in the trial court. However, in none of those opinions was the Court faced with money judgment in United States dollars or both US and Liberian dollars; neither was the issue of parity between the Liberian dollar and the United States dollar raised in any of these motions in respect of the sufficiency of the appeal bond. This is the first time that the issue of parity between the Liberian dollar and the United States dollar has come before this Court in a motion to dismiss an appeal because the indemnity of the bond was insufficient to satisfy the money judgment awarded to the successful party in the court below. In all of the previous cases the judgment awarded was in Liberian dollars only.

Notwithstanding these opinions, we attach great importance to the issue of parity between the United States and Liberian dollars, especially in this period of the history of our country. We do not believe that it would be expedient to consider and decide this issue which was not squarely raised in the motion before us. In other words, it is our opinion that the sufficiency of the bond for the reason advanced by the motion does not permit us to determine this very important issue of parity between Liberian dollar and the US dollar. The parity of the US dollar is an issue touching the merits of

the appeal before this Court. It is neither proper nor expedient for us to render an opinion on the merits of this matter now on appeal. This issue should be determined when we consider the merits of the case which is on appeal before this Court.

In view of the above, specifically for the reason that this is the first time that this issue of parity has been raised before this Court, we deem it expedient to hear this case on its merits, at which time we shall give full attention to the issue of parity of the two currencies. In doing so, we want to make it clear that we have made no determination in this opinion on the sufficiency or insufficiency of the appeal bond filed by appellant in this matter, neither does this opinion in any manner affect all of the other opinions which this Court has handed down dismissing appeals for reason that the amount of the indemnity in the said bond was not equal to the amount of the money judgment awarded. This opinion affects only this particular case on appeal for the reasons which we have already stated. Therefore the motion to dismiss the appeal is hereby denied. The Clerk of this Court is hereby ordered to docket this case for hearing on the merits. And it is hereby so ordered.

Motion denied.