CATHOLIC RELIEF SERVICES (CRS), Appellant/Petitioner, *v.* **HER HONOUR COMFORT S. NATT**, National Labour Court Judge, Montserrado County, HONOURABLE G. RUDOLPHUS BROWN, Assistant Minister, Hearing Officer, Ministry of Labour, and JACOB CORORAL et al., Appellees/Respondents.

APPEAL FROM THE NATIONAL LABOUR COURT FOR MONTSERRADO COUNTY.

Heard: January 6, 2005. Decided: February 28, 2005.

1. One who has a contractual right against another, or a right to compensation or to restitution by reasons of another's breach of his contractual duty has the power to discharge his right and the other's duty by the execution and delivery of a release.
2. A release is a writing manifesting an intention to discharge another from an existing duty.
3. A release must be signed by the party executing the release, but it need not be signed by the party being released.
4. Where one having the right to accept or reject a transaction takes and retains benefits thereunder, he/she ratifies the transaction and is bound by it, and cannot avoid its obligation or effect by taking a position inconsistent therewith.
5. A releasor who attempts to avoid his release has the burden of proving that he/she has some ground for avoidance, such as fraud or duress.
6. A party who, having received considerations in benefits, signed and executed releases in favor of another party covering a specified period of time, cannot legally claim unprecedented and novel benefits for the same period, when the releases, by their wordings, manifest an intention to relieve the appellant of any and all liabilities covering that period.
7. A hearing officer's conclusion of facts is to be accepted only so far as, in the opinion of the reviewing court, it is supported by the reasonable inference from all the other principal and subsidiary facts found.
8. A hearing officer and trial judge commit a reversible error in failing to pass on releases signed by the parties, produced at the hearing, offered into evidence, and accepted as such at both the hearing and review of the case.
9. Employment contracts duly executed for a definite period of time cannot be set aside.
10. All employment contracts in writing involving Liberian citizens must be presented for attestation to an officer of the Ministry of Labour.
11. A contract which has not been presented to an officer of the Ministry of Labour for attestation shall not be enforceable except during the maximum period permissible for contracts not made in writing, but each of the parties shall be entitled to present it for attestation any time prior to the expiry of the period for which it was made.
12. An oral contract is any contract of employment which is made for an indefinite period or for a definite period of less than six months or a number of working days equivalent to less than six months and is to be performed within the Republic of Liberia. Oral contracts need not be in writing.
13. All oral contracts shall, subject to any stipulation to the contrary, terminate on the last day of the term agreed upon or upon the completion of the specified number of days' work.
14. Each party to an oral contract for a period not exceeding one month shall on the termination of such oral contract be conclusively presumed to have entered into a fresh oral contract upon the same terms and conditions as those of the oral contract so terminated unless in accordance with the provisions of the Labour Practices Law of Liberia.
15. Notice for termination of an oral contract shall be in writing and may be given at anytime, but it must be given in compliance with the Labour Practices Law of Liberia.
16. When notice is given on the termination of an oral contract, there shall be paid to the worker on the date of the expiration of the notice all wages then due to them.
17. Every employer shall, unless the employee has broken the oral contract, provide

work suitable to the employee's capacity on every day on which the worker presents himself for work and is fit for work, exclusive of holidays.
18. An employer who fails to provide work for a worker under an oral contract shall pay to the worker wages at the same rate as if the worker had performed a day's work.
19. All oral contracts end on last day of the term agreed upon, but in the case of contracts of one month or less, the parties will be presumed to have entered into a fresh oral contract unless notice is given in compliance with Section 1508 of the Labour Practices Law of Liberia.
20. A worker must be paid for every day he presents himself ready and willing to work, whether or not the employer provides work for him to do.
21. A party who made an illegal contract will not be allowed to take advantage of his own wrong by showing the illegality of the same, and he/she cannot seek relief at law or in equity, either to enforce or annul his illegal act. The doctrine of *estoppel* will not permit it**.**
22. The parties to employment contracts cannot be allowed to repudiate their own freely executed employment contracts while simultaneously claiming benefits under the same contracts.
23. An employee claiming relief under the Labour Practices Law should assert his/her right to such relief at the time that such right to relief accrues, and not wait until after termination of the employment contract before so doing.
24. An employee who is aware that a right is being violated cannot sit supinely and do nothing until he is dismissed, and then make claims dating back over the entire term of his employment.
25. The Supreme Court has the power to reverse or amend the judgment of a lower court.
26. An employer does not have to give any notice of termination to any contract employee whose written contract of employment is expiring by its own terms, except where such notice is required under the contract.
27. The powers originally devolved upon the Board of General Appeals under the provisions of the original 1972 Labour Practices Law were not powers to be exercised by any hearing officer, and the 1986 Act creating the Labour Court did not give any such powers to the new Labour Court.
28. The findings of facts by a hearing officer should be conclusive in the Labour Court only if such findings are supported by sufficient evidence on the records considered as a whole.
29. The Labour Court should never approve findings which the judge concludes are unfounded or unfair.

The appellees, former employees engaged under oral six month oral contracts by the appellant, Catholic Relief Services, filed a complaint of unfair labour practice against the appellant. In the complaint they alleged that the appellant had failed to pay them educational benefits, denied them lunch breaks during the period of their employment, reduced their monthly salary by US$20.00 even though they occupied the same positions, made them to work on holidays without proper compensation, and did not fully pay their salaries and benefits at the time it terminated their employment.

The appellant denied that it was obligated to the appellees. It stated that the appellees had each executed a release in favour of the appellant discharging it completely from any and all past claims for the period that the appellees rendered services, except as stated in the releases. The appellant also contended that the appellees could not claim compensation since at the end of each six months contracts, they were informed that their services were terminated (or not being renewed) by virtue of the fact that the contracts had expired and that their services were no longer needed beyond the contract period. It noted that although termination pay was offered the appellees, they refused to accept such pay. Hence, it could not be held liable to the appellees.

The hearing officer ruled in favour of the appellees, as did the National Labour Court to which an appeal was taken by the appellant. It was from the ruling

of the National Labour Court that a further appeal was taken to the Supreme Court.

The Supreme Court reversed the decisions of both the hearing officer, Ministry of Labour, and the National Labour Court. The Supreme Court held that both the hearing officer and the National Labour Court committed reversible error in ignoring the releases executed by the appellees, those instruments having been testified to and admitted into evidence, with no challenge from the appellees, except as regards the notation which each release carried relative to a balance due the appellees by the appellant and which the appellees said indicated that certain amounts were still due them. The Supreme Court observed that the issue of the effect to be given the releases was raised by both parties before the lower tribunals. It noted that the releases were valid and held therefore that the appellees, having received considerations in the form of benefits, were barred and *estopped* from asserting claims or recovering against the appellant growing out of their employment relationship with the appellant. The releases, the Court said, clearly manifested an intent by the appellees to relieve the appellant from any and all liabilities, except if the appellees levied allegations that the releases were secured by fraud or duress. No such allegations were levied, the Court observed.

The Court held also that the hearing officer and the National Labour Court erred in their treatment of the contracts executed between the appellant and the appellees. It opined that the contacts were oral contracts for definite periods of time. Once the contracts dates expired, it said, so did the contracts and the employment relationships. The appellees, the Court asserted, could not repudiate their freely executed employment contracts and simultaneously claim benefits under the contracts. Moreover, the Court said, the appellees, being aware that their rights were being violated could not sit by and do nothing until after their dismissal by virtue of the expiration of their employment contracts. Hence, it said, as the contracts were valid, the lower tribunals should have enforced them. Even had the contracts not been valid or legal, the Court observed, the appellees would be *estopped* from benefitting from their own acts.

On the issue raised in the complaint regarding the reduction of the appellees' salaries by the appellant when they were still performing their various duties, the Court said that the appellant could effect such reduction once done with the agreement of the employees, as in the instant case. The appellees having agreed in subsequent oral contracts to reduction of their salaries, they were bound by the contracts, the Court opined.

Lastly, the Court held that as the appellees were employed under oral contracts, the appellant neither had to give them notice before termination of their services nor inform them that their contracts would not be renewed after their expiration on their own terms. It noted that the finding of facts by the hearing officer should be deemed conclusive by the National Labour Court judge only if those findings were supported by the evidence presented, which was not in the instance case. Hence, the Court reversed the judgment, with the modification that the value of those aspects of the case determined to be in favour of the appellees should undergo the necessary calculations by the hearing officer.

J. Jerome Verdier of Stubblefield and Associates appeared for appellant. *Molly N. Gray* of the Jones and Jones Law Firm appeared for appellees.

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

This is an appeal from a ruling of the National Labour Court, Montserrado County, on a petition for judicial review, rendered on May 31, 2004, in favor of appellees Jacob Cororal et al. Appellant Catholic Relief Services (CRS) duly excepted to the said ruling and proceeded to file this appeal before the Supreme Court, in accordance with law.

The records before us reveal that on July 20, 2000, the appellees herein, thirteen former employees of appellant CRS, filed a complaint at the Ministry of Labour, stating that appellant CRS had engaged in "unfair labour practice" by failing to pay them educational benefits, denying them lunch-breaks during the entire period

of their employment, and reducing their monthly salary by US$20.00, even though they continued to occupy the same positions and performed the same tasks. They also claimed that although they had been working for appellant CRS from October, 1997 to June 30, 2000, when their services were terminated, they were not fully paid salaries and benefits due them upon termination. They further claimed that they had worked on holidays without proper compensation.

The records show additionally that when the claims of the appellees were made, the appellant denied being obligated to the appellees, which position of denial was maintained by the appellant throughout the investigation and these proceedings. The appellant stated that the appellees were employed under individual employment contracts for a period of six months, beginning from January 1, 2000, to June 30, 2000; and that at the end of their respective contracts, when the appellees received notices that their services were no longer required by the appellant beyond June 30, 2000, the appellees refused to accept termination pay and benefits which were still available for the appellees to receive. The appellant admitted that appellees began to work for appellant CRS in 1997; that several contracts of varying durations were executed between the parties; that on December 31, 1999, immediately prior to the signing of the last set of contracts of employment, each of the appellee executed in favour of the appellant a separate general release of any and all past claims growing out of their employment relationships. The appellant further stated that the appellees were specifically and particularly informed about the nature and contents of the releases before they signed same; and that as such, the appellant was not obligated to satisfy the claim of any of the appellees for periods extending beyond the releases signed on December 31, 1999.

Because a conference at the Ministry of Labour failed to settle this matter, a formal hearing was convened. After the appellees rested their case, the appellant moved for dismissal on grounds that no substantial case of unfair labour practices had been shown. The hearing officer denied this request. On a subsequent day, on continuation of the hearing and when counsel for the appellant was not present at the start of the hearing, counsel for the appellees requested the hearing officer to terminate the investigation due to the unexcused absence of counsel for the appellant. The hearing officer acceded to the request, declared the hearing terminated and reserved ruling.

The hearing officer ruled on December 21, 2000, finding that the appellant had committed "unfair labour practices" against the appellees and that this had led to their illegal dismissal. He ruled further that the appellees be reinstated in their jobs or be paid US$27,135.84 as their "rightful and legal entitlements . . . ."

The sum calculated in the ruling and ordered to be paid covered restoring the alleged deduction of US$20.00 to each appellee for twenty-five months up to June, 2000; education benefits for the months of June and July, 1998; education benefits for the months of October to December, 1999; alleged suspension of education benefits between January to June, 2000; alleged lunch break denial from October, 1999 to June 2000; unpaid holidays work from October, 1997 to June, 2000; one month salary in lieu of notice of termination; and severance pay for two years and nine months of work.

According to the records, counsel for the appellant had appeared about twenty minutes late for the hearing and explained that he had gone to the hospital for treatment on that morning. He later presented a medical certificate but the hearing officer proceeded to render a ruling in the matter against the appellant on December 21, 2000. The appellant filed a petition for judicial review in the National Labour Court, and as a result of the review, the judge remanded the case to the hearing officer for a continuation of the investigation.

A second ruling in the case was made by the hearing officer on December 8, 2002, following completion of the second hearing. During this second hearing the appellant presented its side of the matter. The hearing officer made substantially the same ruling as before, except that he found the appellees to be entitled to US$23,979.42 the second time around. No breakdown of this sum is shown in the ruling, except that the hearing officer said therein that appellees were to "be forthwith paid a month's salary for time served, one month's salary in-lieu of notice; rest

periods and holidays worked as pleaded and not controverted but left unchallenged; and all other benefits and/or entitlements withheld. He indicated that the total of all of these was US$23,979.42 (Twenty-Three Thousand Nine Hundred Seventy-Nine United States Dollars and Forty-Two Cents)."

On January 23, 2003, a petition for judicial review was duly filed in the National Labor Court. Amongst other matters raised by the appellant in the petition was the claim that the findings of facts and conclusions of law made by the hearing officer did not take into consideration the appellant's evidence that all of the appellees had executed separate employment contracts with the appellant as of January 1, 2000, and had on December 31, 1999, signed individual releases of all claims relating to past employment relationship, and for which claims payments had been finally made, except as noted on some Releases and for the scheduled payments which had been rejected by the appellees. The appellant also pointed out that on the basis of the same fact findings, the hearing officer had reduced the sum calculated to be paid to the appellees from US$27,135.84 to US$23,979.42, without any explanation for such reduction. The appellant further alleged that the ruling of the hearing officer was illegal, one-sided, bias, void and unenforceable because it failed to take into consideration or even acknowledge the evidence provided by the appellant, and instead awarded monies not legally due, payment of which would result in unjust enrichment of the appellees. Finally, terming the ruling to be arbitrary, the appellant requested the court to modify the hearing officer's ruling to reflect the sums that were legally due the appellees (i.e. US$3,088.34, according to appellant), and to remand the matter to the hearing officer solely for the purpose of taking into consideration the releases issued by the co-respondents and for "calculating the amounts due them as benefits brought forward for the January to June 30, 2000 period and on that basis only."

In the returns filed on February 3, 2003, the appellees requested the National Labour Court to dismiss the petition, amongst other requests, and alleged that the ruling of the hearing officer was just, equitable, sound in law, and in the interest of fair play and justice. We quote herein paragraphs 14 and 15 of the returns, which referred to the releases, as follows:

"14 That as to count ten (10), same should be denied and dismissed for reason that the Releases referred to by the petitioner will show at their bottoms that indications were made to the effect that there were still accumulated benefits in favor of the respondents, for which the petitioner was obligated to the respondents. Respondents request court to take judicial notice of the Releases attached to petitioner's petition, especially the bottoms which made indications that there were accumulated benefits still [to] be satisfied by the petitioner. Respondents were unfairly treated and wrongfully dismissed." [Emphasis added]

"15 And also because further as to count ten (10), respondents say that same should be denied and dismissed for reason that the Releases referred to therein were inconclusive in that while petitioner claims that they were executed to show that the petitioner was not obligated to respondents, the very Releases will show on their faces that there were "accumulated benefits" which were unsatisfied The said Releases were therefore void in that at the time they were allegedly executed to discharge the petitioner, the respondents still reserved the rights to claim other benefits from the petitioner. As such, petitioner was never released from the fact that petitioner acknowledged that it was still obligated to the respondents. Respondents request court to take judicial notice of the Releases attached to petitioner's petition as exhibits. The respondents never received their benefits and so judicial review will not lie."

The appellees also maintained in the returns that "there were no legal contracts entered into between the parties in 2000. . . [that their employment by petitioners] before January 2000…. was continuous until they were illegally and unilaterally dismissed by petitioner in June 2000." (See paragraph 6 of the returns.) The appellees relied on the provisions of Chapter 16, Section 1503 of the Labour Practices Laws.

The petition was argued, following which the National Labour Court Judge

rendered her judgment she confirmed and affirmed the ruling of the hearing officer "with modification of the education allowance as alleged by [appellees], as this court is of the opinion that the education allowance was given as *gratis* to employees beneficiaries for only three months and cannot therefore be enforced."

She finally ruled that "petitioner is therefore liable to the employees for violating Section 1503 of the Labour Laws of Liberia and for the breach of the contractual agreement which was never rebutted by petitioner. Petitioner is therefore liable to respondents for the reduction of their base salaries for a period of 25 months, beginning June, 1998, to June, 2000; for 30 lunch breaks denied them for 2 years and 9 months/October 1999 to June, 2000; for unpaid holidays from October, 1997, to June, 2000, at US$8.70 per holiday; for one month in lieu of notice; for one month in lieu of their base monthly salaries; and for one month in lieu of their salaries. All other benefits awarded by the Ministry of Labour stand, except for the allowance on education which was given as *gratis* by petitioner. The management is therefore liable to petitioner in the amount of Twenty-One Thousand Seven Hundred Thirty- Five (US$21,735.84) United States Dollars and Eighty-Four Cents."

The appellant duly excepted to the judgment and an-nounced an appeal therefrom. The judge approved appellant's six-count bill of exceptions and the appeal was perfected.

During arguments on appeal before this Court, the appellant raised and discussed the following issues:

1. Whether or not the trial judge committed reversible error in failing to pass on the cardinal issue of releases/waivers which were evident in the records and squarely raised by the appellant without any rebuttal or denial by the appellees?
2. Whether or not one may repudiate the legal validity of a contract and at the same time claim benefits under the same contract without being guilty of duplicity?
3. Whether or not the Supreme Court on appeal will reverse any judgment which is without foundation in the law or the evidence produced at the trial in the court below?

The appellees also argued the following issues before this Court:

1. Whether or not employers have the right under the Labour Practices Law of Liberia to reduce employees' salaries while the employees are still performing?
2. Whether or not employers can summarily dismiss employees without issuing notice to be served on the employees?
3. Whether or not the defendant/management has standing against the appellees under the Labour Practices Law of Liberia?
4. Whether or not the parties were given their day in court?

We believe that the important issues to be considered are the first, second and third issues raised by the appellant, as well as the first and second issues raised by he appellees.

The first issue raised by the appellant concerns the effect to be given to the releases which were signed by the appellees and made a part of the records. The records show that when the appellees were first employed in 1997, they signed individual letters/contracts under which each of the appellees agreed to work as an independent contractor/watchman at the Buchanan base of appellant CRS, from October 5, 1997 to December 31, 1997, for monthly remuneration of US$120.00 each. The same agreements were renewed by new letters/ contracts for the period January 1, 1998, to May 31, 1998, with the same amount of remuneration. An employment contract was signed by each of the appellees and the appellant for the period June 1, 1998 to December 31, 1998. In this new contract, monthly compensation is shown to be US$100. Then the parties executed another employment contract for two months, January 1, 1999 to February 28, 1999, for US$105 per month. Yet another such contract for the period March 1, 1999 to December 31, 1999 for the same monthly remuneration was executed by the parties. The last employment contract was signed by each of the appellees and the appellant on December 31, 1999, for the six months period January 1, 2000 to June 30, 2000, each for payment of US$108 monthly. This last contract did not include provisions for payment of any education benefits.

The release signed by one of the appellees on December31, 1999, which was typical for al of the appellees, includes the following provisions:

"RELEASE OF ALL LIABILITIES AND CLAIMS AGAINST CATHOLIC RELIEF SERVICES FOR THE PERIOD 10/5/97 TO 12/31/99

I, Victor Bonar, the undersigned, of the City of Monrovia, Republic of Liberia, with the intent of binding him/herself, spouse, heirs, legal representatives and assigns (hereinafter referred to as 'RELEASOR'), execute this Release in favor of Catholic Relief Services (CRS), of the City of Monrovia, Republic of Liberia (hereinafter referred to as "RELEASEE").

In consideration of $100.00 UNITED STATES DOLLARS, receipt of which from RELEASEE is acknowledged, RELEASOR, for him/herself and his/her heirs, legal representatives, and assigns, of all claims, demands, actions, and causes of action of any kind or nature at law or in equity, based on RELEASOR's employment relationship with RELEASEE (Catholic Relief Services) (CRS) or growing out of the termination of employee/RELEASOR's services with employer/ RELEASEE. This release applies to employment contract with RELEASEE, including basic compensation and fringe benefits, excluding the benefits listed below:

I HAVE READ THIS RELEASE AND UNDERSTAND ALL ITS TERMS; I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE..."

At the bottom of this release in the handwriting of the appellee is a notation as follows:

"Accumulated benefits/severance and 5 vacation days will be carried forward to any successive contract."

All other releases are duly executed by each of the appellees with the noted particular handwritten exceptions thereon. The question of the effect of the release, signed on December 31, 1999, was squarely raised by both counsels for the appellant and the appellee before the National Labour Court Judge. For reasons which we do not understand, the National Labour Court Judge, as well as the hearing officer, did not rule on the legal effect of the release. Clearly, if the National Labour Court Judge or before her, the hearing officer, had properly considered and ruled on the releases signed by each of the appellees on December 31, 1999, and found that they were valid, then the appellees would be barred from asserting and/or recovering on any claim that grew out of the employment relationship between the appellant, as employer, and each of the appellees, as employee; for our laws are clear concerning the meaning and legal effect of such releases.

The Supreme Court said in *MCC v. Wazami*, 23 LLR 58, 63 (1974) that "……One who has a contractual right against another, or a right to compensation or to restitution by reasons of another's breach of his contractual duty, has the power to discharge his right and the other's duty by the execution and delivery of a release. A release is a writing manifesting an intention to discharge another from an existing duty, and it must be signed by the party executing the release, but it need not be signed by the party being released." This holding is applicable to the facts in this case.

This Court, in the case *Elias Brothers Company v. Wright*, 37 LLR 695, 700 (1994), quoting from 31 C. J. S. *Estoppel* § 109, said that: "Where one having the right to accept or reject a transaction, takes and retains benefits thereunder, he ratifies the transaction and is bound by it, and cannot avoid its obligation or effect by taking a position inconsistent therewith ...."

"A releasor who attempts to avoid his release has the burden of proving that he/she has some ground for avoidance, such as that the release was obtained by fraud or by duress and the burden increases with time." 66 AM JUR 2d *Release* §50.

A perusal of the records shows that all of the appellees had signed releases. Under such circumstances, we find it difficult to understand why the trial judge would neglect to take into consideration these vital documents in deciding the case.

The appellees who, having received considerations in benefits, signed and executed releases in favor of the appellant, covering the period 1997 to December 31, 1999, cannot now come and legally claim unprecedented and novel so-called benefits for the same period, when the releases, by their wordings, manifest an intention to relieve the appellant of any and all liabilities covering that period, except they allege

fraud or duress, no allegation of which is present in the records.

Additionally, all of the appellees failed to allege or to establish that the releases were procured by fraud or duress. A master's [hearing officer] conclusion of facts is to be accepted only so far as, in the opinion of the reviewing court, it is supported by the reasonable inference from all the other principal and subsidiary facts found..." *United Liberia Rubber Company v. Laszkowski,* 14 LLR 74, 80 (1960).

We therefore find that the hearing officer and the trial judge committed a reversible error when they failed to pass on the releases which were signed by both parties, produced at the hearing, offered into evidence, and accepted as such, at both the hearing and review of this matter.

The second issue raised by appellant concerns the treatment given by the National Labour Court as well as the hearing officer to the letters/contracts signed and executed between the appellant and each of the appellees. The hearing officer appears to have found these contracts to be void and therefore unenforceable because they had not been attested to by the labour officer, as provided by Subsection 2 of Section 1503 of the Labour Practices Law of Liberia. The National Labour Court Judge appears to have agreed with the hearing officer's conclusion. The hearing officer had reasoned that since the individual contracts had not been attested to by the labour officer, the appellees were to be considered as employed by the appellant under a so-called "continuous contract of employment". As mentioned above, each of the appellees duly executed an employment contract with the appellant for a definite period of time. And it is our opinion that these contracts cannot be set aside, in keeping with the principle of law relevant to such contracts of employment. This, both the National Labour Court Judge and the hearing officer ignored, as well as the provisions of Section 1503, Subsection 5, and Section 1501 of the Labour Practices Law of Liberia which would have required a different conclusion.

We quote herein relevant parts of Section 1503 of the Labour Practices Law as follows:

"Section 1503. Contract Provisions.

* * * *

"(2) All employment contracts in writing involving Liberian citizens shall be presented for attestation to an officer of the Bureau of Labour.

* * * *

"(5) A contract which has not been presented to an officer of the Ministry of Labour for attestation shall not be enforceable *except during the maximum period permissible for contracts not made in writing but each of the parties shall be entitled to have presented for attestation any time prior to the expiry of the period for which it was made.*" (Emphasis added)

Section 1501 of the Labour Practices Law reads as follows:

"Section 1501. Oral Contracts. Any contract of employment which is made for an indefinite period or for a definite period of less than six months or a number of working days equivalent to less than six months, and is to be performed within the Republic of Liberia, shall be deemed an oral contract. Oral contracts need not be in writing.

"All oral contracts shall, subject to any stipulation to the contrary, terminate on the last day of the term agreed upon or upon the completion of the specified number of days' work. Provided that each party to an oral contract for a period not exceeding one month shall on the termination of such oral contract in the manner aforesaid be conclusively presumed to have entered into a fresh oral contract upon the same terms and conditions as those of the oral contract so terminated unless in accordance with the provisions of this Chapter. Such notice shall be in writing and may be given at anytime, but must be given in compliance with this Chapter. When notice is given, there shall be paid to the worker on the date of the expiration of the notice all wages then due to them.

"Every employer shall, unless the employee has broken the oral contract, provide work suitable to the employee's capacity on every day on which the worker presents himself for work and is fit for work, exclusive of holidays; if the employer fails to provide work as aforesaid, he shall pay to the worker wages at the same rate as

if the worker had performed a day's work.

"All oral contracts end on last day of term agreed upon, but in the case of contracts of one month or less, the parties will be presumed to have entered into a fresh oral contract unless notice is given in compliance with section 1508.

"A worker must be paid for every day he presents himself ready and willing to work, whether or not the employer provides work for him to do."

As can be seen from the above quoted provisions, each party had the right to present the employment contract for attestation by a labour officer. Moreover, we know of no law in the country which would make an employment contract void or even voidable because the said contract has not been presented by either party thereto for attestation by a labour officer.

Based on the quoted provisions of the Labour Practices Law of Liberia, we are of the opinion that each of the employment contracts executed was valid and binding on the parties thereto and should have been enforced. Even if we were to find that the contracts in question were illegal, this Court has decided that "a party who made an illegal contract will not be allowed to take advantage of his own wrong by showing the illegality of the same, nor can he seek relief at law or in equity, either to enforce or annul his illegal act; the doctrine of *estoppel* will not permit it**."** *West v. Dunbar*, 1 LLR 313, 315 (1897). We are therefore in agreement with the appellant that the appellees cannot be allowed to repudiate their own freely executed employment contracts while simultaneously claiming benefits under the same contracts. Concerning alleged benefits and other claims which the appellees are now making against the appellant, we hold that an employee should be encouraged to assert his right to any relief under the Labour Practices Law at the time that such right to relief accrues, and not wait until after termination of the employment contract before so doing. Any violation of the law on lunch break or vacation leave or rest day should therefore be immediately reported and redressed. An employee who is aware that a right is being violated cannot sit supinely and do nothing until he is dismissed, and then make claims for rest pay, lunch break, and so forth, dating back over the entire term of his employment. We also hold that in the face of these employment contracts, validly existing under our laws, there can be no such thing as a "continuous contract of employment" as found by the hearing officer and upheld by the National Labour Court Judge.

The third issue raised by appellant is the question of whether or not this Court has the power to reverse any judgment which appears not to have any foundation in law or to be based on insufficient evidence in the records. We agree with the appellant that the Supreme Court has the power to reverse or amend the judgment of a lower court. *Townsend v. Cooper*, 11 LLR 52 (1951); *Simpson v. Caranda*, 13 LLR 121, 124 (1957); *Williams v. Tubman*, 14 LLR 109 (1960).

We will now discuss the first issue raised by appellees, which is "Whether or not employers have the right, under the Labour Practices Law of Liberia, to reduce employees' salaries while the employees are still performing?"As mentioned above, the appellees each signed individual contracts with the appellant with different terms of employment and for different time intervals. The records show that it was the appellees who first introduced into evidence these contracts of employment and that the appellant later introduced more of such contracts into evidence. We have already held that there existed no continuous employment contract between the parties. The records also reveal that at the end of one of the contract terms, the appellant had reason to reduce its costs of operations and the appellant did do so. The appellees, on the other hand, accepted the amount by signing new employment contracts. Each contract signed was a new and independent contract, different from the former one. The parties, having agreed in a subsequent employment contract to lower remunerations and benefits, committed no violation of any law, either by the employer, or by the employee, for that matter. If any party were dissatisfied with the contract terms, he/she had the right not to accept the contract and to further negotiate with the other party. But even if no separate new contracts were executed between the parties, we see no good reason why an employer, whose business interest or activities require that he reduces expenses, including salaries and wages, may not do so on agreement with his employees. He may so do by separate understanding

with each employee or through negotiations with their proper representative. Or, if the employer were to make a general announcement to his employees as to what he was about to do, giving reasons therefor, and his employees accepted the reduction of salaries and wages and continue to work, we do not see that any law would have been violated. We must not forget that our whole economy is still suffering from the consequences of the fighting occurred in the country, to the detriment of all businesses. As for concerns like appellant CRS, it is public knowledge that what such organizations are able to accomplish in Liberia during these troubling times depends entirely upon the level of financial support that is received by them from sources abroad. We therefore conclude on this point that the issue of salary reduction raised by appellees is dismissed as being irrelevant.

The appellees' second issue is whether or not the appellant had the right to summarily dismiss the employees without issuing notice to be served on the employees. On this point, we must mention that the National Labour Court Judge stated in her ruling, concerning the question of notice before termination, "that by virtue of the contract being renewable every six (6) months should have served as a notice by itself." It appeared that she may have been referring to Section 1501 of the Labour Practices Law, but this was not the case in her final ruling. In this connection, we hold that an employer need not give any notice of termination to any contract employee whose written contract of employment is expiring by its own terms, except such notice is required under the contract. This was not a contract requirement in this case. It is also common sense that a contract comes to an end when all obligations thereunder have been discharged or performed on both sides. We do note, in this case, that the appellees were contract employees with written short term contracts, irrespective of whether or not such contracts were attested to by a labour officer; and further, that the appellant did in fact write to these contract employees/ appellees stating that their contracts would not be renewed on June 2, 2001. To be exact, this was an act which was unnecessary, in our opinion, since the contracts were all expiring on their own terms.

The records show that although throughout this whole matter the appellees alleged "unfair labour practice" against the appellant and all records were so marked, the judge of the National Labour Court, in her ruling on the petition for judicial review, made on May 31, 2004, stated that the complaint was "an action of wrongful dismissal." Our judges, especially the National Labour Court Judge, need to pay more attention to the cases that come before them, in order to be fair.

This Court notes that the Labour Laws of Liberia were amended [Part 1, Chapter 1] by an Act of the Legislature passed in 1972 to create a Board of General Appeals. Section 9 of the 1972 Act was entitled "Wrongful Dismissal." It provided that where wrongful dismissal was alleged by a complainant and the Board so determined that the complainant had been wrongfully dismissed, the Board was authorized to make a special award, part of which award would be punitive in nature. The particular section was included in the 1972 Act in order to penalize those employers who may have been found to have dismissed their employees mainly to avoid payment of retirement pensions. It is clear that this was a power given to the Board of General Appeals, and not to any hearing officer.

Subsequently, by Act of the Legislature passed in 1986, the Board of General Appeals was "dissolved." The INA went on to establish the National Labour Court. For reasons which we do not understand, hearing officers in the Labour Ministry continue to find "wrongful dismissal" which was a statutory term describing powers devolved upon the Board of General Appeals, and to apply Section 9 of the 1972 law, although the Board itself was "abolished" or "dissolved."

It is clear that the powers originally devolved upon the Board of General Appeals under the provisions of the original 1972 statute were not powers to be exercised by any hearing officer. It is also clear that the 1986 Act creating the National Labour Court did not also give any such powers to the new National Labour Court. See chapter 23, of the New Judiciary Law (1986).

Section 203 of the Labour Law provides that the findings of facts by the hearing officer should be conclusive in the National Labour Court only if such findings are supported by sufficient evidence on the records considered as a whole. The sufficient

evidence that the National Labour Court must look for should be enough evidence that in a reasonable mind will support the conclusions of the hearing officer, taking into consideration facts and inferences on both sides of the issues. The National Labour Court should never approve findings which the judge concludes are unfounded or unfair. We make these remarks because we have found no reasons why the National Labour Court Judge ignored the contracts and re-leases made by the appellees, all or most of whom had been to school, according to records, and knew what they were doing when they chose to execute their respective employment contracts with the appellant. The Legislature has required that the labour process be expeditious and fair to both employers and employees, and our courts must always strive to give effect to the intention of the Legislature.

It is suggested that labor complaints which allege any violation of any provision of a relevant statutes should simply be labeled "Complaint No.__, Violation of Section — of the Labour Practices Law," whilst those matters which are "grievances" should also be so labeled, as required by the Liberian statutes.

Wherefore and in view of the above, the judgment of the National Labour Court is hereby reversed and this case is remanded to the National Labour Court with instruction to send the case back to the hearing officer at the Ministry of Labour to correctly calculate the sums that the appellant owes to each of its contract employees for the contract term of January 1, 2000, to June 30, 2000, and those legitimate benefits and other sums which are due to the appellees as per the exceptions noted at the bottom of the individual releases and carried over to the last contract period, January 1, to June 30, 2000. The Clerk of this Court is hereby ordered to send a mandate to the trial court commanding the judge presiding therein to resume jurisdiction over the case and give effect to this opinion. Costs are disallowed. And it is hereby so ordered.

Judgment reversed with modification