Abdullah Hussenni, or AH to be identified, of the City of Marshall, Margibi County, Liberia, APPELLANT/RESPONDENT Versus **Charles W. and Estelle V. Brumskine** of the City of Monrovia, Liberia, APPELLEES/MOVANTS

LRSC 43

MOTION TO DISMISS APPEAL

Heard: April 9, 2013 Decided: August 1, 2013

MR. JUSTICE BANKS delivered the Opinion of the Court.

Often, when a successful party to a case calls upon the Supreme Court to dismiss the appeal taken by a losing party from a judgment of a lower court, the basis for the request is attributed to one or more of a number of factors: (a) The failure by the appellant to announce an appeal from the judgment of the lower court; (b) the failure of the appellant to file an approved bill of exceptions within the time allowed by law;(c) the failure of the appellant to file and serve an approved appeal bond within the time specified by the appeal statute, or a defect in the appeal bond, which although approved by the trial judge and filed with the trial court within the time stipulated by the appeal statute, still renders the entire appeal defective; and (d) the failure to serve on the appellee and file with the clerk of the trial court a notice of the completion of the appeal within the time allowed by law.

All of the aforementioned grounds are stated in the appeal statute to be mandatory in perfecting an appeal, and the statute sets out in very clear terms that a failure to comply with any of the grounds stated therein renders dismissible an appeal taken to the Supreme Court. See Civil Procedure Law, Rev. Code 1:51.4.

A review of the litany of cases decided by the Supreme Court on motions to dismiss appeals reveals that the failure to comply with the statutory requirements governing appeals is traceable generally to (a) the negligence on the part of counsel for the losing or unsuccessful party in following through on the appeal or to ensure that all of the requisites for the completion of the appeal, necessary to confer jurisdiction on the Supreme Court, are met [0. A. C. v. Sambola and The Board of General Appeals, 29 LLR 75 (1981); Amoah v. Obiamiwe, 30 LLR 370 (1982); Sannoh v. Fahnbulleh, 30 LLR 258 (1982)]; (b) the failure by the appellant to provide counsel with the requisite instruments or information necessary to facilitate compliance with the law, for example an insufficient or defective appeal bond, including defectiveness in the Ministry of Finance Property Valuation document [Amoah v. Obiamiwe], 30 LLR 370 (1982); or (c) a plain and open indifference and defiance by the appellant in meeting the command of the statute, or an inability by the appellant to meet the statutory command, especially the monetary requirement. Toe v. FrontPage Africa et al., Supreme Court Opinion, March Term 2013, decided July 15, 2013.

In many of the instances where the request is made to dismiss an appeal, whether traceable to the negligence of counsel for the appellant, the inability of the appellant himself or herself to meet the statutory requirements, or the defiant attitude or refusal, or the negligence by

the appellant to comply with the command of the statute, or for whatever other reasons ,not attributable to any acts or actions of the trial court, this Court has opined that the failure to fulfill or conform to the appeal requirements of the law renders the appeal dismissible, and this Court has so acted. Dahn et al. v. Waeyen, 29 LLR 119 (1981); First United American Bank v. Ali Sahsouk Textile Center, 38 LLR 327 (1997); International Bank (Liberia) Limited (IBL) v. Leigh-Parker, 42 LLR 140 (2004); Liberian Petroleum Refining Company v. Natt and Corneh, 42 LLR 54 (2004); Ahmar v. Gbortoe, 42 LLR 117 (2004); Sarweh et al. v. National Port Authority (NPA), 42 LLR 436 (2004).

We are cognizant that the right of appeal to the Supreme Court is one of the fundamental core values enshrined in the Liberian Constitution, designed to give assurance and comfort to our people that justice, true justice, will be accorded to them, not only at the lowest levels of our courts but also, where those lower levels do not meet or demonstrate the standard and expectations laid out in the Constitution, at the highest level of our justice system. Indeed, the Constitution, at Article 20(b), is very clear on the right of aggrieved parties to appeal the judgments and/or decisions of trial courts of record and administrative tribunals to the Supreme Court. The Article states unambiguously that every party shall have the right to appeal from any decisions, rulings, judgments or the like to the Supreme Court, and the Supreme Court has continuously upheld the sanctity of that right in its many decisions and judgments. LIB. CONST., ART (20) (a);Woewiyu and Harvey v. The International Trust Company of Liberia, 38 LLR 568, 580 (1998); National Iron Ore Company et al. v. Yancy and Cooper, 39 LLR 126 (1998); A. D. C. Airlines v. Sannoh, 39 LLR 431(1999).

In expounding on the essence of the right, the Supreme Court has consistently held the position that the exercise of the right is not dependent on how low or how high the monetary value of a case is, the gravity of the charge or offense, the severity of the grievance, injustice, injury, pain, or affliction, or the magnitude of the award or conviction. Every person, under the wording of the Constitution and the decisions and judgments of the Supreme Court, has the right to appeal the judgment to the Supreme Court regardless of whether the case involves a penny, nickel or dime, or a million dollars, whether the offense is an infraction or a first degree felony, and regardless of the status, gender, affiliation, race or the like of the parties. Gray et al. v. Kaba and The Intestate Estate of the late David Sampson, 40 LLR 38 (2000);Woewiyu and Harvey v. The International Trust Company of Liberia, 38 LLR 568 (1998); Aminata Shipping Lines, Inc. v. Hellenic Cruising Holidays, 37 LLR 87 (1992).

The Court has similarly been emphatic that the exercise of the right cannot be stifled by any institution of the government, whether legislative, executive or the judiciary itself. Jones and Thompson v. Pearson and Lef Investment Company, 31 LLR 330 (1983); Liberia Electricity Corporation v. Kpanan and Varpulah, 37 LLR 316 (1993); National Milling Company of Liberia, 36 LLR 776 (1990);Jawhary v. Ja'neh et al., Supreme Court Opinion, October term 2012, decided January 3, 2013.

Indeed, this Court, in setting out its position on the exercise of the right by party litigants, has not hesitated in stating, in the most uncompromising terms, that the mandate and

the command of the Constitution to allow all appeals from final rulings and judgments of lower courts to the Supreme Court is mandatory, and that it is therefore not left to the discretion of any judge or court to decide if an appeal should or should not be granted from a final ruling or judgment, but rather that the court from whence the appeal is taken must scrupulously adhere to and honor the constitutional command. In the case Municipal District of Buchanan v. Bridgeway Corporation and National Milling Company, 36 LLR 470 (1989), the Supreme Court, speaking through Mr. Justice Junius, re-echoed the words of the Constitution that the right of appeal shall be held inviolable, stating in the most succinct term:

We must emphasize here that under our justice system, the right of an appeal does not lie within the discretion of the trial judge to grant or deny. It is a right granted and guaranteed by the Constitution and we have sworn to uphold that right. It is a right, not a privilege and trial judges must never interfere with its exercise." ld., at 482. The position of the Court that the granting or refusing of an appeal is not left to the discretion of the trial judge was in further confirmation of earlier decisions handed down by the Supreme Court affirming the constitutional grant and mandate. See Caine, Freeman et al. v. Yancy et al., 30 LLR 858 (1982).

This position was not only reaffirmed by this Court in the case Moore et al. v. Sickley, 38 LLR 188 (1996), but was stated as being applicable even at the elevated level of the Supreme Court. Mr. Justice Badio, speaking for the Court in that case, said with regards to appeals taken from decisions and judgments of the Justice in Chambers that: "...the granting of appeal by the Chambers Justice does not require the exercise of discretion but simply the exercise of a relatively simple requirement of law and procedure...[T]he rules governing appeals, especially those taken from the Chambers Justice, do not require discretion the exercise of which restricts or limits the appellant's right of appeal." ld., 191. Given that the right of appeal from a final judgment is not discretionary with the trial judge or the Justice, this Court has opined that the denial by a court of an announcement of appeal is illegal and against the Constitution. See Liberia Electricity Corporation v. Kpanan and Varpulah, 37 LLR 316 (1993).

However, notwithstanding the above, this Court has also recognized and taken judicial cognizance that the constitutional provision granting the right is not self-executing; that while the principle governing the grant of the right is held sacred and must be observed, both the Constitution and this Court recognize that there must be a process by which the right can be exercised and enjoyed. The Intestate Estate of the late William J. M. Bowier et al. v. Williams et al., 40 LLR 84 (2000). This recognition is clearly set out in Article 20(b) of the Constitution, as follows: "The Legislature shall prescribe rules and procedures for the easy, expeditious and inexpensive filing and hearing of an appeal." The quoted sentence acknowledges that the provision granting the right of appeal is not self-executing, and hence, the Legislature is given the authority and the mandate to enact laws that will give meaning, direction, and orderliness to a process and thereby facilitate the actualization and exercise of the right. See Blamo et al. v. The Catholic Relief Services [CRS], Supreme Court Opinion, October Term, 2006.

In addition, and to buttress the claim that the provision granting the right of appeal is not self-executing, the Supreme Court has clearly acknowledged the intent of the framers of the Constitution, noting that while the Constitution granted the right, it did not articulate the process, procedure and mechanism by which the right could be exercised. In a number of cases, the Supreme Court recognized that because certain provisions of the Constitution, such as the one relating to the right of appeal, are not self-executing, unless the Legislature gives direction, guidance and meaning to the process by which they could be enjoyed as envisaged by the Constitution [The Intestate Estate of the late William J. M. Bowier v. Williams et al., 40 LLR 84 (2000)],other provisions of the Constitution could be rendered meaningless. [See LIB. CONST., ARTS. 11 and 34; The Management of West Africa Resources Corporation (WARCO), v. Mathies and Kamel Arnous and Company, 40 LLR 21(2000).

Hence, the law, in granting to an appellant the right of appeal, also imposes a duty and an obligation on the Legislature and the Judiciary to ensure that similarly a successful party is adequately secured or is not made to suffer as a result of the exercise by the appellant of the right of appeal.

It is predicated upon the foregoing that the Legislature enacted Chapter 51of the Civil Procedure Law. We believe that the Legislature, in enacting the appeal statute requiring that certain conditions be complied with by persons feeling themselves aggrieved by the acts, actions, rulings or judgments of the trial court, and wanting a review by the Supreme Court, intended to enhance, not prevent or stifle the appeal process. Indeed, had the intent of the Legislature been to stifle the right of appeal, which as explained is guaranteed by the Constitution, the conditions laid out in the statute and the statute in which those conditions are laid out, would have long been declared by this Court to be unconstitutional, as this Court is constitutionally vested with the authority to do. LIB. CONST., ART 2 (1986); Vargas v. Reeves, 39 LLR 368 (1998); Catholic Justice and Peace Commission et al. v. The Republic of Liberia, Supreme Court Opinion, March Term, 2006, delivered August 18, 2006.

Being fully cognizant of the foregoing, this Court has expressly stated that the intent of the Legislature in passing the Act setting the grounds for dismissing an appeal was primarily to discourage the dismissal of appeals on technical grounds and to give the appellants an opportunity to have their cases heard by the Supreme Court on their merits. Forestry Development Authority v. Forestry Development Authority Workers Union (FDAWU), 39 LLR 684 (1999). The setting of the grounds provided a sense of direction to the appeal process, set limitations on the dismissal of appeals, especially on trivial grounds, and at the same time provided security to the successful party so that other rights accorded by the Constitution could also be protected. This is why this Court has acknowledged also that it is very cautious in dealing with dismissal of appeals, articulating at all times that it was constitutionally bound to adhere to the dictates of the Legislature, espoused through Acts passed by that body. This is also why this Court has on many occasions held that the appeal requirements of the statute are to be strictly complied

with by the appellant. United Security Insurance Company (Ltd.) v. Gartoe, 35 LLR 625 (1988).

But there is a second and equally important basis for the directive of the Constitution and the enactment of the appeal statute. While recognition is given to the right of appeal in every action, cognizance was also taken of the fact that the appellee needed to be equally secured in ensuring that he or she is accorded the enjoyment of justice, similarly as is an appellant. Hence, the appeal statute while recognizing that an unsuccessful party had the right of appeal, it also laid conditions such as the posting of an appeal bond that would secure the appellee and ensure that there will be compliance with the final judgment of the Supreme Court, if the appeal is not sustained.

The object of the statute, this Court has said, is to ensure that the appellant indemnities the appellee from costs and injury arising from the appeal and that the appellant will comply with the judgment of the court. The Intestate Estate of the late William J. M. Bowier et al. v. Williams et al., 40 LLR 84 (2000); Chicri Abi Jaoudi v. The Intestate Estate of the late Bendu Kaidii, 40 LLR 777 (2001). In addition to providing security for the appellee, "[a]nother purpose of the requirement for an appeal bond or undertaking, based upon considerations of public policy, is to discourage frivolous and vexatious litigation." American Life Insurance Co. v. Sandy, 32 LLR 242, 249 (1984). This makes it very important that an appellant, in pursuing an appeal takes the outmost care to ensure that the statute is strictly complied with. Manakeh v. Toweh, 32 LLR 207 (1984); Ezzedine v. Saif, 33 LLR 21(198S); Lamco J. V. Operating Company v. Fleming, 33 LLR 171 (198S); Sillah et al. v. Sherman, 36 LLR 918 (1990). For in as much as this Court has repeatedly expressed its strong preference for deciding cases on its merit and, consequently, is hesitant to dismiss a case by reason of a mere technicality, McCauley v. Brown, 2 LLR 3S9 (1920); Dennis v. Gooding, 10 LLR 122 (1949); Biggers v. Good-Wesley, 23 LLR 28S (1974), Massaquoi v. Massaquoi et al., 34 LLR 518 (1988); Cooper-Hayes v. International Trust Co., 37 LLR 277 (1993)., (See also Inter-Con Security Systems, Inc. v. Philips and Tarn, 40 LLR 30 (2000), Sillah et al. v. Sherman and Sherman, 36 LLR 918 (1990), and Citibank, N. A. v. Jos Hansen & Soehne (Liberia) Ltd., 35 LLR 69 (1988) where this Court noted that although the statute provides that an appeal bond shall be approved by the trial judge, the appeal will not be dismissed where another trial judge regularly sitting or assigned to the court approves the bond], it has held to the conviction and the mandate of the statute that the substantive mandatory and compulsory statutory requirements are not mere technicalities and will therefore not be overlooked by the Court National Housing and Savings Bank v. Gordon, 35 LLR 323 (1988); Cavalla Rubber Corporation v. The Liberian Trading and Development Bank, 38 LLR 153 (1995).

The esteemed Chief Justice Louis Arthur Grimes long ago espoused the principle that the conditions laid out in an appeal bonds statute must be strictly complied with no matter who the parties involved are and the Supreme Court lacks the authority to discharge any of the requirements. Cavalla River Co. Ltd. V. Fazzah, 7 LLR 12 (1939). Although that principle was expressed over 70 years ago, it has passed the test of time and, thusly, still remains in effect.

Indeed, although the Civil Procedure Law of 1956 was amended to exclude the ministerial officer from having the obligation to effect service of the notice of completion of the appeal, the Court has nevertheless placed itself on record as holding, with regards to the appellant's responsibility, that "ever and anon, this Court has emphasized that parties desiring to prosecute appeal must superintend same to completion. Although it is the duty of the clerk of the court from which the appeal is taken to issue the notice of the completion of the appeal and to place same in the hands of the ministerial officer for service [the latter no longer being applicable], yet it is the duty of the party so appealing or his representative to surround himself with the safeguards of the law by personally seeing to it that all the necessary jurisdictional steps are completed within the time specified by law so that there be no ground for dismissal; and a party's failure to do so renders the appeal incomplete and subject to dismissal upon motion properly made. Id., at 574.

Moreover, with specific reference to counsel for appellant, this Court has said that "it is the duty of the appellant's counsel to superintend the appeal and see that all of the legal requirements are complied with. Mensah v. Liberia Battery Manufacturing Corporation, 36 LLR 879 (1990). Counsel for appellant must therefore continuously and meticulously examine the statute and make sure that it is complied with to the letter and to the full intent of the Legislature. For as much as this Court would like to probe into the merits of each case brought before it, and acts committed by the trial judge or other officers of the trial court may provide a basis for the temptation to indulge in such probe, this Court must make it clear, as it has done in previous cases, that it is not prepared to sacrifice the statute laws of the land, not declared to be unconstitutional by the Court, to accommodate and turn a blind eye to the errors made. To probe into the merits of the case, under the circumstances, would in effect be tantamount to overriding or overturning the statute or to making law, both of which this Court has said in a wide variety of cases it is without the authority to do. Kontoe and Williams v. Inter-Con Security Systems, Inc., 38 LLR 414 (1997).

We should note that the position of the Supreme Court on the strict compliance with the statute on appeal is not a new phenomenon. This Court is known to have held that position for almost as long as the Court itself has existed. In the second recorded case in the Liberian Law Reports, the case of Yates v. McGill Brother, reported in 1 LLR, at page 2, decided in 1861, the Supreme Court held that any omission in fulfilling any of the requirements in the appeal statute was fatal and that the case would be dismissed for that reason. Similarly, in Johnson, Turpin and Dunbar v. Roberts, 1 LLR 8 (1861); McBurrough v. Republic, 1LLR 385 (1901);Whea and Dough-Bie v. Bonwein and Karlstrom, 16 LLR 51 (1964); Hannah v. Seaz, 16 LLR 84 (1964); Buchanan v. Raymond Concrete Pile, 20 LLR 622 (1972); Sannoh v. Fahnbulleh, 30 LLR 258 (1982); MIM Liberia Corporation v. Towen, 30 LLR 611 (1983); United Security Insurance Company (Ltd.) Inc. v. Gartoe, 35 LLR 625 (1988); Abi Jaoudi v. The Intestate Estate of the Late Bendu Kaidii, 40 LLR 777 (2001),the Supreme Court has maintained the position, as it was constitutionally bound to do, that where any of the grounds stated by the statute as constituting a basis for dismissal of an appeal is not adhered to by the appellant, the appeal

will be dismissed. And even when this Court has held that it will not be guided or bound by mere technicalities of insubstantial omissions, especially where those omissions would not have the effect a party suffering injustice, Citibank, N.A. v. Joe Hansen & Soehne (Liberia) Ltd., 35 LLR 69 (1988)], and has opted instead to probe into the merits of the case rather than dismissing the appeal [Firestone Plantations Company v. Bravy, 36 LLR 893 (1998), particularly where property rights are involved, the Court has stated very clearly and unambiguously that non-compliance with the mandatory statutory requirements for appeal cannot be deemed as mere technicality and that a case will in fact be dismissed where there are violations of the substantive statutory requirements by the appellant. Cavalla Rubber Corporation v. The Liberian Trading and Development Bank, 38 LLR 153 (1995).

The instant *case,* which involves property rights, presents a rather complex situation where the motion to dismiss not only advances the claim that substantial breaches have occurred in the appeal process, but the motion also request that we critically evaluate and review cases previously determined by this Court, and, by that review, ascertain whether the statute pertaining to the appeal process, which was enacted in 1972, has been repeatedly misinterpreted and misapplied by judges, lawyers and other judicial officers throughout the years. In essence, we are asked to determine if indeed the statute has been misunderstood and what is truly the accurate reading of the statute.

Section 51.4 of the Civil Procedure Law, Revised Code of Laws, lays down the conditions and the requirements for in the following words:

The following acts shall be necessary for the completion of an appeal:
(a) Announcement of the taking of the appeal;
(b) Filing of the bill of exceptions;
(c) Filing of an appeal bond;
(d) Service and filing of notice of completion of the appeal.

Failure to comply with any of these requirements within the time allowed by statute shall be ground for dismissal of the appeal.

The appellees have insisted in the motion to dismiss that two of the conditions laid down by the statute were not met by the appellant and that the Supreme Court should therefore withhold jurisdiction over the matter, as it is statutorily bound to do, and accordingly dismiss the appeal. In that connection, the appellees assert that although (a) upon the rendition of judgment by the lower court, the appellant, in compliance with sub-section (a) of section 51.4, noted exceptions to the judgment and announced that he was taking an appeal to the Supreme Court to review the judgment and other acts of the trial court, and the exceptions were noted by the trial court and the appeal granted; and (b) the appellant, acting also in conformity with the appeal requirements laid down in section 51.4, sub-section (b), filed within the prescribed ten-day period allowed by law, his bill of exceptions, duly approved by the trial judge, those were the only legal steps taken in manner prescribed by the law. The other steps taken by the

appellant, the appellees allege, did not meet the standard required to complete the appeal that was announced and to confer jurisdiction on the Supreme Court.

Specifically, the appellees aver that the appellant had defaulted in meeting the standard set forth the sub-sections (c) and (d) of the quoted statute, relating to the appeal bond and the notice of the completion of the appeal. The appellees therefore assert that by the failures or defaults which they say the appellant committed, the Supreme Court is without the required jurisdiction and therefore precluded from probing into the merits of the appeal and the alleged erroneous acts said to have been committed by the trial judge and the empanelled jury, regarding which a review by this Court was sought by the appellant. In order to focus on the precise defects the appellees accuse the appellant of committing in the appeal process, we herewith quote in its entirety the twelve-count motion to dismiss, as follows, to wit:

The appellees in the above-entitled cause of action move this Honorable Court to dismiss the appeal for the following reasons to wit.

1. Because on the 30th day of June 2012, the Circuit Court of the 13th Judicial Circuit of Margibi County, presided over by Her Honor, Mardea Tarr-Chenoweth, Resident Circuit Judge, rendered judgment in the above entitled cause of action in favor of the appellees, from which judgment, the appellant announced the taking of appeal to the Honorable Supreme Court of Liberia.

2. Also because on the 29th day of August 2012, the appellant served a notice of completion of appeal on the appellees, signifying that the appellant had completed all of the required statutory steps for perfecting his appeal. But the appellees realizing that the appeal bond had not been served upon them, as required by law, proceeded to the trial court to determine whether an appeal bond had indeed been approved by the trial judge and filed with the court, and if so, to get a copy of the bond for inspection.

3. And also because up to the 31st day of August 2012, the appellant had not filed the notice of completion of appeal, which should have been filed on or before the 29th day of August 2012, the sixtieth day as of the date of the judgment of the trial court. Copy of a certificate of the clerk of the trial court evidencing that up to the afternoon of August 31, 2012, the notice of completion of appeal had not been filed, as required by law is hereto attached as appellees' Exhibit "M-1." The appellees, therefore, pray that the appeal be dismissed.

4. And also because from a careful perusal of the appeal bond, a copy of which is hereto attached as the appellees' Exhibit M-2, it is observed that the appeal bond fails in material respects to comply with the law in this jurisdiction. The appellees submit that Section 51.8, Civil Procedure Law, 1 LCLR, is plain and unambiguous in requiring that, Every appellant shall give an appeal bond with two or more legally qualified sureties; while section 63.2 thereof provides that, Unless the court orders otherwise, a surety on a bond shall be either two natural persons or an insurance company. The appellant's appeal bond being

secured by only one surety, an insurance company, makes the bond patently defective and the appeal a fit subject for dismissal, and the appellees so pray.

5. And also because the insurance company, Medicare Insurance Corporation, which is proffered as a surety for the appeal bond submitted to the business registration process and is registered by the Government of Liberia to engage in only life insurance policies, and not to serve as surety to an appeal bond during this period. Your Honours are respectfully requested to take judicial notice of the Certificate of Business Registration, which attached to the purported appeal bond. The law in vogue expressly and specifically provides that a surety on a bond shall be an insurance company authorized to execute surety bonds within the Republic. Medicare Insurance Company not being authorized to execute surety bonds makes the appeal bond patently defective, and the appeal a fit subject for dismissal, and the appellees so pray.

6. And also because the purported Certificate of Authorization of the Surety, Medicare Insurance Company Inc., is said to have been issued on May 23,1997, whereas Medicare Insurance Company Inc. is said to have been incorporated on November 12, 1997. That is, the surety is said to have been authorized by the Commissioner of Insurance to engage in the business of insurance about six months before the entity came into existence. Obviously, the surety is not an insurance company, as the Insurance Commission could not have lawfully granted authorization to a non-existing entity to carry out insurance business in Liberia. This evident defect of the appeal bond calls for the dismissal of the appeal, and the appellees so pray.

7. And also because contrary to Section 3.3(b) of the Insurance Law of Liberia, the purported Articles of Incorporation of the Surety fails to state a minimum paid-in capital commitment and a minimum paid-in surplus, as is mandatorily required for all insurance companies. Due to this material defect the appellees pray that the appeal be dismissed.

8. And also because the purported Articles of Incorporation of the Insurance Company, the surety to the purported appeal bond, is in draft form. Although there appears to be a Certificate of Incorporation, paragraph 18 of the purported Articles of Incorporation is handwritten, as opposed to being typed like the other paragraphs, and the Articles of Incorporation remains undated, as to when the Incorporators were supposed to have signed the document. The appellees, therefore, pray that the appeal bond be denied and the Appeal be dismissed.

9. And also because the Insurance Policy No. MICO- Bond -07-9-012-030, which purports to secure the appeal bond provides that, "The Corporation shall guarantee the day to day appearance of the insured via its counsel to the 13th Judicial Circuit Court, Margibi County, or any court of competent jurisdiction, failure to appear before the court, in connection with any obligation as may be required by or any contingency thereof by this guarantee.

This is certainly not the guarantee of an appeal bond! The Insurance Policy, which purports to secure the appeal bond, guarantees the day to day appearance of the insured via the insurance company's counsel-an appearance bond-at best. It does not seek to

indemnify the appellees, as required by law. Your Honors are respectfully requested to take judicial notice of the Insurance Policy, which is attached to the appeal bond. The appellees, therefore, pray that the appeal bond be denied and the Appeal be dismissed.

10. And also because the Insurance Policy that purports to secure the appeal bond has the following condition: Regular information on the case at court must be provided, and then the insured and the Surety shall be joint and severally [liable]. In other words, the would-be- indemnification of the appellees is made conditional upon someone providing the Surety, the Insurance Company, with regular information on the case at a court. Your Honors are respectfully requested to take judicial notice of the Insurance Policy, which is attached to the purported appeal bond. Such condition contravenes the statute, which makes the indemnification of the appellees by the appellant absolute in the event that the appeal is unsuccessful. The statute provides that the appellant will indemnify the appellee from all costs or injury arising from the appeal, if unsuccessful, and that he will comply with the judgment of tit: appellate court. The appellees, therefore, pray that the purported appeal bond be denied and the appeal be dismissed.

11. And also because the appeal bond is patently defective in that it is undated- there is neither any indication as to the time, day, and month when the appeal bond was executed by the appellant and Medicare Insurance Company, nor when the appeal bond was approved by the trial judge. This Honorable Court, and certainly the appellees, has no means of determining whether the bond was secured at the time of its filing, and when the undated appeal bond was signed by the appellant and Medicare Insurance Company, or when it was approved by the trial judge, as are required by law.

The appellees submit that the appeal bond could have been approved on August 30, the sixty-first day or August 31, the sixty- second day after the final judgment of the trial court. Your Honors are respectfully requested to take judicial notice of the appeal bond. The appellees, therefore, pray that the appeal bond be denied and the appeal be dismissed.

12. And also because the only assets shown by the surety, for the purpose of securing the appeal bond, were alleged account balances of various bank accounts. The surety alleges that it had US$21,529.80 in Guaranty Trust Bank on May 31, 2012; it had L$1,170,838.26 in International Bank on July 3, 2012; and, it had US$30,285.14 in International Bank on July 4, 2012. But there is no indication as to what the Surety was actually worth (had in the banks) on the date the purported Surety Affidavit was signed, July 24, 2012, or at the Inception Date of the Insurance Policy that secures the Appeal Bond, or whenever the appeal bond was signed by the appellant and Medicare Insurance Company and approved by the Trial Judge.

Your Honors are respectfully requested to take judicial notice of the three purported bank statements, which are attached to the appeal bond. Therefore, the appeal bond is patently defective, making the appeal a fit subject for dismissal and the appellees so pray.

WHEREFORE AND IN VIEW OF THE FOREGOING, the appellees pray this Honorable Court to dismiss the appeal, and grant unto the Appellees such other and further reliefs as are provided in law and equity, with cost against the appellant.

In support of the allegations and assertions contained in the motion to dismiss, the appellees attached thereto a number of documents. The first of such documents is a Clerk's Certificate, dated August 31, 2012, issued by the Clerk of Court of the Circuit Court for the Thirteenth Judicial Circuit, Margibi County. The certificate sets forth the following:

CLERK'S CERTIFICATE

From a careful perusal of the records contained in the case file of the above entitled cause of action, it is reveal that the defendant/appellant announced an appeal from the final Judgment of this court in the above captioned case on the 30th day June, A. D. 2012 and appellee filed an appeal bond on July 26th 2012 but the notice of completion is not within this filed up to and including today's date, August 31, 2012.

HENCE, THIS CLERK'S CERTIFICATE.

The second instrument which the appellees attached to the motion to dismiss the appeal, and which they assert is defective, and hence renders the entire appeal also defective, is the appeal bond, duly approved by the trial judge and filed with the Clerk of the Circuit Court for the Thirteenth Judicial Circuit, Margibi County. The appeal bond reads as follows:

PLAINTIFF/APPELLANT'S APPEAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Abdullah Hussenni or AH to be identified, MOVANT/APPELLANT, in the above captioned case and MEDICARE INSURANCE CORPORATION, represented by and thru its authorized Corporate Officer, Mr. J. Sando Momolu SURETY in the attached APPEAL BOND do hereby bind ourselves and our representatives, administrators, assigns jointly and severally unto the Republic of Liberia and the APPELLEE/PLAINTIFF in the amount of US$30,000.00 (Thirty Thousand United States Dollars) as principal amount offer.

That the condition of the APPEAL BOND is that we will pay and satisfy the Final Judgment of the Court and indemnify the APPELLEE/RESPONDENT from the Ruling/Judgment of the 13th JUDICIAL CIRCUIT COURT in the above captioned case as rendered on June 30, 2012, should the Honorable Supreme Court of the Republic of Liberia, Sitting in its October Term A. D. 2012, confirm and affirm the Ruling/Judgment of the 13th Judicial Circuit, Margibi County, Liberia

THE PENALTY OF THE BOND IS US$30.000.00 (THIRTY THOUSAND UNITED STATES DOLLARS).

IN WITNESS WHEREOF,we have affixed our Signatures on this ___ day of A. D. 2012.
IN THE PRSENCE OF:

MOVANT/APPELLANT

MEDICARE INSURANCE CORPORATION
REPRESENTED BY ITS CORPORATE OFFICER, J. SANDO MOMOLU,SURETY

APPROVED FOR: US$30,000.00

APPROVED BY: HER HONOUR MARDEA CHENOWELTH
RESIDENT CIRCUIT JUDGE

A further document attached to the motion to dismiss the appeal, which also formed part of the supporting document to the appellant's appeal bond, but which the appellees state is defective, and which thereby renders the entire appeal defective, is the Articles of Incorporation of Medicare Insurance Company Inc., the insurance company which served as surety to the appellant's appeal bond. The relevant portions of the said articles of incorporation state:

ARTICLES OF INCORPORATION

MEDCARE INSURANCE CONPANY,INC.
MINISTRY OF FOREIGN AFFAIRS DUPLICATE COPY

The Original Copy of this Document was filed in accordance with Section 1.4 of the Business Corporation Act on NOVEMBER 12, 1997.

8. To re-insure or counter-insure all or any of the risks undertaken by the company or all or any of the risks undertaken on its behalf or account and to undertake any authorized risks either direct or by way of pre-insurance or counter-insurance, subject to the proviso at the end of this clause.

9. To transact insurance against claims upon the assured for injuries to the persons and property of third parties caused by the assured or his property or by others for whom he is responsible.

10. To transact insurance against loss of property by burglary or theft by housebreaking or larceny.

11. To carry on all kind of auto insurance.

12. To become surety in and to execute any bail bond or guarantee in lieu of bail or any other bond or guarantee for whatever purpose the same may be required. To execute fidelity and surety bonds within the Republic of Liberia in accordance with the Liberian Code of Laws Revised, Title 1, Chapter 63, Bonds and Security, Section 63.2, pages 255 to 267 "Legally Qualified Sureties, to serve as surety in attachment cases or to serve as surety in garnishment of assets belonging to borrowers.

13. To pay, satisfy, or compromise any claims made against the company which it may seem expedient to pay, satisfy or compromise, notwithstanding that the same may not be valid in law.

14. To purchase, take on lease, or in exchange, hire or otherwise acquire and deal in any real and personal properties and any rights or privileges of any kind whatsoever, incidental to the business of insurance.

15. To lend money to policy holders with or without security and to guarantee the performance of contracts by any person.

16. To draw, make, accept, endorse, negotiate, execute and issue cheque, promissory notes, bills of exchange, debentures and other negotiable or transferable instruments.

17. To do all and everything lawfully necessary and proper for the accomplishment of the objects enumerated in its Certificate of Incorporation or any amendment thereof or accessary to the protection and benefit of the company and in general to carry any lawful business necessary to the attainment of the objects of the company.

18. To engage in any other lawful business for the purpose of investing the policy held premium to ensure the viability of the corporation. [Note: This provision is handwritten rather than type written as are the other above stated provisions].

ARTICLE V

The maximum number of shares the Corporation is authorized to have outstanding is 1,000 shares valued at one dollar ($1.00) per share. However, the Corporation may, by resolution of the Board of Directors, issue additional shares, the nature and quantity to be determined by the By-Laws of the Corporation.

ARTICLE VI

The initial amount of capital with which the Corporation shall commence its business operation shall not be less than 1 million dollars ($1, 000,000.00) in currency legal within the Republic of Liberia or capital assets of the equivalent.

ARTICLE VII

The maximum number of Directors of the Corporation shall not exceed seven (7) nor shall the minimum be less than three (3) as may be determined by the By-Laws.

ARTICLE VIII

The names and out office addresses of the initial Board of Directors who, subject to the provisions of the Articles of Incorporation, the By-Laws and the Liberian Business Corporation Act of 1976, of the Corporation who Anal hold office until the first annual meeting of Shareholders or until their successors shall be elected and qualifies are as follows:

DIRECTORS	POSITION	POST OFFICE ADDRESSES
Momo Kpoto	Chairman/President	P.O. Box 1546 Monrovia, Liberia
Morro Kpoto	Member	"
Elijah Udu Udom	"	"
Elizabeth Koroma	"	"
Joseph Beyan	"	"
Saah Philip Joe	"	"
Hoyama Sando	"	"
Memo Barbil	"	"

ARTICLE IX

The name and post office address of each Incorporator of the Corporation anti the number of shares fully subscribed to and paid for by each Incorporator are as follows:

SUBSCRIBERS	% OF SHARES	ADDRESSES
Momo Kpoto	15	P. 0. Box 1546 Monrovia, Liberia
Heyama Sando	15	"
Elizabeth Koroma	7	"

Catherine Madonna	7.5	"
Elijah Udu Udom	5.5	"
Memo Barbil	5	"
[Liberian Public]	45	"

ARTICLE X

In furtherance and not in limitation of the powers conferred by the Liberian Business Corporation Act of 1976, Board of Directors is explicitly authorized to make, alter or repeal the by-laws of the company, subject to the By-laws, if any, adopted by the stockholders.

ARTICLE XI

The liability of the Shareholders is limited to the amount unpaid on their shares.

ARTICLE XII

The Company reserves the right to amend, alter, change or repeal any provision contained in this Articles of Incorporation, in the manner now or hereafter prescribed by the Liberian Business Corporation Act, and all rights conferred upon the shareholders herein are granted subject to this reservation.

ARTICLE XIII

a) The Corporation shall be a closely held Corporation with the meaning and intent of Section 5.2 of the aforesaid Business Act of 1976.

b) Section 5.2 of the aforesaid Act is hereby expressly applicable with regards to the shares of the Corporation and no person or organization shall become a shareholder of the Corporation without the unanimous consent and approval in writing of all the Incorporators/Shareholders.

c) Any Incorporator/Shareholder desirous of selling his/her shares) must first offer same to the Corporation for purchase as per Section 5.5(2) of the aforesaid Corporation Act of 1976.

ARTICLE IVX

The Corporation's corporate existence shall begin upon the filing of this Articles of Incorporation with the Ministry of Foreign Affairs of the Republic of Liberia as of the filing date.

IN WITNESS WHEREOF, we have made, subscribed and acknowledged this Instrument in the City of Monrovia on this ___day of _ A.D.1997.

IN THE PRESENCE OF:

12.00 Revenue Stamps Affixed on the Original.

The fourth instrument which the appellees attached to the motion to dismiss the appeal, and which was also attached to the appellant's appeal bond in support of the obligations undertaken in he said bond, but which the appellees assert is defective, and therefore renders the appeal bond and the entire appeal defective, is the appellant's affidavit of surety. That document reads, as follows:

MOVANT/APPELLANTS SURETY AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, a duly qualified Justice of the Peace for and in Margibi County, Republic of Liberia, at my office in the City of Kakata, County and Republic aforesaid, MEDICARE INSURANCE CORPORA- TION., represented by and thru its authorized Corporate Officer, J. Sando Momolu, SURETY, who deposes and says as follow:

1. That, the Surety is a registered business entity within the Republic of Liberia in keeping with her Articles of Incorporation as well as business registration as evidence of the attached copies to authenticate the legal standing of the Surety.

2. That, the Surety was incorporated in keeping with law and has a domicile in the City of Monrovia, at the corner of Carey and Randall Streets, Liberia.

3. That, the Surety, is authorized by law to serve as surety within the Republic of Liberia in keeping with statute and that the Surety is free from all government taxes.

4. That, the Surety has an asset value of over million United States Dollars with saving in one of the banks within the Republic of Liberia, and that the value of this bond is US$30,000.00 (Thirty Thousand United States Dollars) which amount is more than twice the principal and sufficient to indemnify the Plaintiff/Appellee in these proceedings.

All of these are true and correct to the best of his knowledge and belief; and as to those matters of information he has received, he verily believes them to be true and correct.

SWORN AND SUBSCRIBED TO BEFORE ME THIS 24TH DAY OF JULY, A. D. 2012.

JUSTICE OF THE PEACE, MONTSERRADO COUNTY, R. L.

MEDICARE INSURANCE CORPORATION BY AND THRU ITS CORPORATE OFFICERS, J. SANDO MOMOLU, SURETY

The five documents quoted above formed the basis for the claim by the appellees that the appellant had failed to comply with the appeal statute and that the appeal, being defective, should decline jurisdiction over the case and accordingly dismiss the same. The appellant, on the other hand, contends that as far as the notice of completion of appeal is concerned, he had fully complied with the requirements of the statute, the notice having been duly issued by the clerk of the lower court and served on the appellees long before the expiration of the period prescribed by law; that as far as the appeal bond is concerned, it conformed to the statute and that even if it did not, the appellees, not having avail themselves of the three day period provided by law to except to or attack any defects in the bond, they had waived any right to mount such attack at the level of the Supreme Court and to seek to dismiss the appeal on that grounds stated in the motion. We quote herewith the appellant's resistance, filed in response to the motion to dismiss, as follows:

AND NOW COMES DEFENDANT/RESPONDENT and most respectfully prays Your Honour and this Honourable Court to deny and dismiss the movants' motion to dismiss the appeal for reasons and showeth the following to wit:

1. Because as to the entire motion, respondent says that the final judgment in this matter was handed down by the Judge of the 13th Judicial Circuit, Her Honour Mardea Chenoweth on the 30th of June, A. D. 2012. The Appeal Bond was approved on July 24, 2012, and the notice of completion of appeal was filed and served on the movant on July 31, 2012. In other words, instead of preparing the appeal bond and the notice of completion of appeal within sixty (60) days as statutorily required, the respondent completed the process within less than thirty (30) days. Copy of the notice of the completion of the appeal signed by the counsels is hereby attached and marked as respondent's Exhibit R/1 to form a cogent part of this return.

2. That as to counts one (1),two (2) and three (3) of the movants' motion, respondent says that he confirmed and affirms count one (1) of this resistance and hereby incorporate the said count in traversal of counts One (1), two (2) and three (3). Counts one (1), two (2) and three (3) of the movant's motion should therefore be disregarded and dismissed.

3. That as to counts four (4), five (5), six (6), seven (7),eight (8),nine (9), ten (10), eleven (11) and twelve (12) of the movants' motion, respondent says that exceptions to bonds, as in

keeping with chapter 63, section 63.5 of the Civil Procedure Law, must be filed within three (3) days upon the service of the bond or the notice of completion of appeal on the adverse party. The notice of the completion of appeal was signed for and received by the movants on July 31, 2012.

The movants' exception to the bond was filed on April *1,* 2013, several months beyond the time allowed for the filing of exceptions to bond making the exception a fit subject for dismissal. Counts four (4), five (5), six (6),seven (7),eight (8), nine (9), ten (10), eleven (11) and twelve (12) of the movants' motion should be disregarded and dismissed.

4. Respondent denies all and singular the allegations of both facts and law contained in movants' motion which have not been specifically traversed in this resistance.

WHEREFORE AND IN VIEW OF THE FOREOING, respondent most respectfully prays Your Honour and this Honourable Court to deny and dismiss the movants' motion to dismiss the appeal for reasons herein stated and to also grant unto the respondent, all further relief that Your Honour will deem just, legal and equitable.

We note that in his four-count resistance to the motion to dismiss the appeal, the appellant did not expressly contest the allegations of the appellees that the appeal bond was defective in a number of respects and that therefore the appeal was a fit subject for dismissal, except for the vague assertion that both the appeal bond and the notice of completion of appeal were filed in compliance with the appeal statute. Indeed, with specific reference to the appellees' contention that the appeal bond was defective, the appellant's asserted that the challenge or exception to the appeal bond should have been made within three days of the filing and service of the bond, that the appellees had acted in violation of this legal requirement since they had waited until more than eight months before attacking or challenging the sufficiency or legality of the bond, and that the said act by the appellees was tantamount to a waiver of the right to except to, attack or challenge the appeal bond.

With regard to the notice of completion of the appeal, the appellants' defense is that the said notice was duly issued by the clerk of the lower court, served on the appellees, and filed with the clerk, all of which was done within one month and one day from the date of the rendition of the judgment by the trial court. Because of the defense set forth by the appellant with regard to the notice of completion of the appeal having been served and filed and the certificate of the clerk of the trial court stating what the appellees say is to the contrary,we herewith quote the notice of completion of appeal verbatim:

NOTICE OF COMPLETION OF APPEAL

Upon the filing of an approved appeal bond within the 13th Judicial Circuit Court of Margibi County, Kakata City, Margibi County, Liberia, the above named defendant hereby appealed to the Supreme Court, of the Republic of Liberia, Temple of Justice, Monrovia, Liberia sitting in its October Term, A..D.2012, from the ruling and final Judgment rendered on the 30th day of June, A.D. 2012, by the Her Honor Mardea Tarr- Chenoweth, Resident Circuit Judge, 13th Judicial Circuit, Margibi County, Liberia, in the above entitled case of action and filed in my office, the clerk of this court on the 18th day of July A.D. 2012.

YOUR ARE HEREBY COMMANDED TO APPEAR AND DEFEND FILE SAME.

REPUBLIC OF LIBERIA: TO THE SHERIFF OF THE 13TH JUDICIAL CIRCUIT COURT

You are hereby commanded to receive the notice of completion of appeal this day issued in triplicate and serve the original copy by leaving a copy with the plaintiff/counsel and return the original copy to my office with your official returns endorse on the back hereof as to the form and manner of service on appellee.

AND HAVE THERE THIS NOTICE OF FILING OF APPEAL.

GIVEN UNDER MY HAND AND SEAL OF THE COURT OF KAKATA THIS 31ST DAY OF JULY, A. D. 2012.

CLERK OF COURT, MARGIBI COUNTY

From the foregoing, we are confronted with three substantive issues for resolution:

1. Whether the appellees' failure to except to the appellant's appeal bond within three days of the filing of the bond constitutes waiver and laches and therefore precludes the appellees from challenging the sufficiency or adequacy of the appeal bond at the level of the Supreme Court?

2. Whether the appellant's appeal bond suffered from substantial defects, as alleged by the appellees, and if so, whether the defects enumerated by the appellees are of such significant magnitude to render the entire appeal defective and therefore dismissible?

3. Whether the notice of completion of the appeal failed to comply with the statutory standard or mandate and as such rendered the appeal dismissible?

We shall proceed to make a determination of the issues in the order in which they are presented, particularly with regards to issues no. 1 and 2, since a decision with regard to the first issue will determine whether we make a determination of the second issue.

As noted earlier, the appellant, except for assertions made in general terms that he had complied with the appeal statute, in that he had filed an approved appeal bond and notice of completion of the appeal within the time allowed by law, chose not to address the specific defects which the appellees alleged existed with respect to the appeal bond, but to instead raise the primary defense that the appellees suffered waiver and laches because of their failure to challenge or take exceptions to the bond within three days of the service of the bond as required by law. Count four of the resistance to the motion states: [R]espondent says that exceptions to bonds, as in keeping with chapter 63, section 63.5 of the Civil Procedure Law, must be filed within three (3) days upon the service of the bond or the notice of completion of appeal on the adverse party. The notice of the completion of appeal was signed for and received by the movants on July 31, 2012. The movants' exception to the bond was filed on April 1, 2013, several months beyond the time allowed for the filing of exceptions to bond making the exception a fit subject for dismissal.

Although there is dispute as to whether the bond was served on the appellees by the appellant, the former stating that the bond was not served on them up to the issuance of the Clerk's Certificate on August 31, 2012, and the latter insisting that the appeal bond was filed on July 24, 2012 and served on July 31, 2012, we shall first address the question as to whether the appellant is precluded from raising the issue of the appellees waiver of the right to challenge the appeal bond, the appellees having asserted the challenge at the level of the Supreme Court several months after the bond was filed rather than in the lower court within three days of an alleged service of the bond. In asserting that the appellees waived their right to challenge the sufficiency or adequacy of the appeal bond the appellant relied on Section 63.5 of the Civil Procedure Law. Section 63.5 states:

Exceptions to surety; allowance where no exception taken.

1. Exceptions. A party may except to the sufficiency of a surety by written notice of exceptions served upon the adverse party within three days after receipt of the notice of filing of the bond.

2. Allowance where no exception taken. Where no exception to sureties is taken within three days or where exceptions taken are set aside, the bond is allowed.

We note that the contention advanced by the appellant is not one of first instance before this Court. In 1977, five years after the new Civil Procedure Law came into effect, in the case Kerpai, et al. v. Kpene, 25 LLR 422 (1977), a challenge was made to the appeal bond filed by the appellant. In that case, the appellee, in moving the Supreme Court to dismiss the appeal, stated as grounds therefor that the property pledged by one of the sureties was not described by metes and bounds and that the law did not make any exception as to the number of sureties whose property must be described by metes and bounds.

In resisting the motion to dismiss, the appellant stated that the appellee should have raised the issue of the sufficiency of the bond and sureties before the court below. ld., at 424.

In addressing the issue raised by the appellant regarding the waiver by the appellee of the right to contest or challenge the sufficiency of the appeal bond, the Court, speaking through Mr. Justice Azango, said: "We interpret the provisions of sections 63.3, 63.5 and 63.6 of the Civil Procedure Law as prerequisites to be undertaken by a party to obtain a ruling on the sufficiency of the appeal bond before the lower court loses jurisdiction over the subject matter. In other words, we feel that the lawmakers intended them as a cure for the mischief or evil of denying party litigants an opportunity for a hearing on the merits by unnecessary dismissal of cases on motions to dismiss before an appellate court. Hence, a party's failure to comply with these provisions will be considered a waiver which will prevent him from contesting the sufficiency or insufficiency of the sureties or bonds on appeal before this Court. ld., at 430.

Twenty-one years after the decision in the Kerpai case, the issue again arose, this time in 1998 in the case Goffa and Family v. Teah, reported in 39 LLR 137 (1998). In that case, the appellants, who had lost the case in the trial court, had filed their bill of exceptions, an approved appeal bond, and a notice of completion of the appeal which was served on the same day. The appellee thereafter filed before the Supreme Court a motion to dismiss the appeal contending that the appeal bond was insufficient in that the judgment of the trial court, entered against the appellants was to the value of US$446,450.00 as general damages and US$90,000.00 as special damages, whereas the appeal bond was only to the value of US$75,000.00. The appellants, in responding to the motion to dismiss asserted that the bond was sufficient to indemnify the appellee against loss growing out of the appeal.

In responding to the issue raised by the appellee in respect of the insufficiency of the appeal bond, this is what the Court, speaking through Mr. Justice Sackor, said: "As to the issue of insufficiency of appellants' appeal bond, this Court observes that counsel for appellee failed to state the amount of appellants' appeal bond which he considered sufficient to indemnify him from all costs and injuries that he may sustain should the judgment of the lower court be confirmed by this Court. Further, we observe from the records the absence of appellee's exception to the financial sufficiency of appellants' appeal bond in the court below. In the case Kerpai v. Kpene, 25 LLR 422 (1977}, this Court held that 'failure of appellee to except in the court below to the financial sufficiency of the filing of the bond constitutes a waiver of his objection and warrants denial of a motion to dismiss the appeal.' We are aware that the purpose of an appeal bond is to secure to the appellee his costs and assure the Court of compliance of its judgment. However, we consider the amount of the bond of US$75,000.00 sufficient to indemnify the appellee herein in the absence of any objection to the sufficiency of said bond in the trial court. Hence, the appellee's failure to except to the financial sufficiency of the approved appeal bond constitutes a waiver of his objection and therefore warrants a denial of his motion to dismiss appellants' appeal. ld., at 141.

One year following the decision in the Koffa case, the Supreme Court again had the opportunity to pass upon the issue of whether a failure to except to the appeal bond in the trial court constituted a waiver of the right to except to or challenge the bond in a motion to dismiss filed before the Supreme Court. The issue was raised in the case Forestry Development Authority v. Forestry Development Authority Workers Union (FDAWU) and the Ministry of Labour, 39 LLR 684 (1999). In that case, the Ministry of Labour had made an award in favour of the appellants, the FDA Workers Union, and an appeal had been taken by the appellant from the Labour Court which had confirmed the award with modification, to the Supreme Court. In attempting to perfect its appeal, the appellant had secured the approval of and filed with the Labour Court an appeal bond in the amount of US$60,000.00. The appellee filed a motion before the Supreme Court to dismiss the appeal, asserting that the appeal bond was insufficient. In resisting the motion, the appellant contended not only that the appeal bond was sufficient but also that the motion to dismiss was belated in that it was not filed before the trial court within three days after the notice of the filing of the bond and that the appeal bond was not insufficient.

The Supreme Court, again speaking through Mr. Justice Sackor, stated the issues as follows: Whether or not the appellee is barred from excepting to the surety on the appeal bond before this Court? And, in answer to the issue, the Court said:

this Court observes from the records in this case that appellee did not except to the surety on the appeal bond in the trial court within three days as required by law. It is provided by our statute that where there is no exception to sureties taken within three days or where exceptions are not set aside, the bond is allowed.' Civil Procedure Law, Rev. Code 1:63.5(2).

The language of the above quoted statutory provision is very clear and plain as to the exception to the sufficiency of a surety on an appeal bond and therefore requires no further interpretation and construction by this Court. However, we wish to observe that in the case Kerpai et al. v. Kpene, 25 LLR 422 (1977), this Court, speaking through Mr. Justice Azango, held that: 'failure of appellee to except in the court below to the financial sufficiency of the sureties to an appeal bond within three days after receipt of notice of the filing of the bond constitutes a waiver of his objection and warrants denial of a motion to dismiss the appeal.

We still uphold the holding in the Kerpai et al. case that the appellee's failure to except to the financial sufficiency of one of the sureties to this appeal bond within three days in the trial court constitutes a waiver of his objection before this Court and is, therefore, barred from availing itself of the statutory provision governing exception to the financial sufficiency of a surety. ld., at 688.

Again, one year following the decision in the Forestry Development Authority case, the issue was presented to the Supreme Court in the case Gbartoe and Chea v. Doe, 40 LLR 150 (2000). As in Kerpai, the appellee in the Gbartoe and Chea case sought the dismissal of the appeal taken by the appellants to the Supreme Court. Mr. Justice Sacker again spoke for the Court, upholding the decision· in Kerpai et al. and other cases subsequent to Kerpai [wherein he had delivered the opinions for the court but made no reference to in the Gbartoe and Chea

case] that the challenge by the appellee to the appellants' appeal bond had been waived by the appellee in not objecting to the bond within three days in the lower court. The Court framed its holding in the following words: "We are also in agreement with the contention of the appellants that the appellee suffered a waiver because of his failure to file any objections to the sureties to the appeal bond within 3 days of receipt of the notice of the filing of the said bond, as required by law. This Court held in Kerpai v. Kpene that "failure of appellee to except in the court below to the financial sufficiency of the sureties to the appeal bond within 3 days after receipt of notice of the filing of the bond constitutes waiver of his objections and warrants denial of the motion to dismiss the appeal. ld., at 155-156.

None of the cases cited above, wherein the Supreme Court sustained the position taken in Kerpai et al. v. Kpene, decided in 1977, made reference to the decision of the Court in the case The Management of Bong Mining Company v. Bah and The Board of General Appeals, decided in 1988 and found in 34 LLR 727. In this latter case, decided by the Court subsequent to the decision in the Kerpai et al case, the Court, in giving interpretation to section 51.8, said: An insufficient bond may be made sufficient at any time during the period before the trial court loses jurisdiction of the action sets a time limit within which appellant may secure the approval of a valid appeal bond, but does not stop appellee from questioning the sufficiency of the bond at a later stage on the appeal. ld., at 730.

In any event, five years later, in the case National Bank of Liberia v. Karloweah and The Board of General Appeals, 42 LLR 389 (2005), the identical issue that was raised in the Kerpai et al. and Gbartoe and Chea cases was raised by the appellant/respondent in response to a motion filed with the Supreme Court by the appellee/movant to dismiss the appeal taken by the appellant because of the alleged inadequacy or insufficiency of the appeal bond. This is how the Court stated the issue contained in the resistance filed by the co- respondent, one of the appellants, regarding the motion to dismiss, that the appellant was "contending that (a) the laws requires that a party excepting to the sufficiency of a surety should do so by written notice of exceptions served upon the adverse party within three days after receipt of the notice of filing of the bond and where exceptions are not taken within the prescribed period, the bond is allowed; (b) that three years, six months and twelve days have elapsed since the movant received notice of the filing of the bond. And, having failed to except to the surety within statutory time, movant was guilty of waiver and laches ld., at 400.

In this latter case, i.e. the National Bank of Liberia case, the appellant who was dismissed by the appellee Bank had filed a complaint with the Ministry of Labour for illegal dismissal and unfair labour practice. The hearing officer had found in favour of the Bank but on appeal to the Board of General Appeals, the Board had reversed the hearing officer and ruled in favor of the appellant, the dismissed employee. The Bank, not being satisfied with the ruling of the Board of General Appeals, appealed the matter further the National Labour Court. That Court, on examination of the facts and the law, reversed the ruling of the Board and reinstated the ruling made by the hearing officer. From the ruling of the National Labour Court, the appellant took an appeal to the Supreme Court. A bill of exceptions was duly filed by the appellant, followed

thereafter by the filing and service of an appeal bond and by the service and filing of a notice of completion of appeal, the latter two being done simultaneously on the sixtieth day.

The appellee in the National Bank of Liberia case relied on the provision of the Civil Procedure Law which states that in order for the Supreme Court to acquire jurisdiction over a case appealed to it, the appellant must have complied with all of the requirements of the law on appeal within the time stipulated by the Act and in the event of non-compliance with the mandatory appeal requirements of the statute, the case is subject to dismissal. The period stated for compliance with the appeal requirements is sixty days as of the date of the final ruling or judgment of the lower court. It was in fulfillment of these requirements that the appellant, on the sixtieth day of the date of the judgment of the trial court, filed and served the appeal bond and the notice of completion of the appeal.

Three years, six months and twelve days after the appeal bond had been filed and served upon the appellee, along with the notice of completion of the appeal, the appellee filed before the Supreme Court a motion to dismiss the appeal, contending that the bond filed by the appellant was insufficient or inadequate to indemnify the appellee, in that (b) while two parcels of land had been put up as security, the both parcels of land belong the sole and single surety to the bond rather than two sureties as required by law for a bond; and (b) the bond amount of the bond, being only two thousand dollars above the value of amount of in the case, said value being $19,000.00 while the bond was for only $21,000.00, it did not meet the requirement of the law since the law requires that an appeal bond should be one and one-half times the judgment.

The appellant responded to the challenge to the bond by asserting that under the Civil Procedure Law, the appellee should have challenged the bond in the lower court within three days of the service of the bond on the appellee, and that by not mounting such challenge within the time allowed by statute, the bond is allowed and the appellee was deemed to have waived its right to challenge the bond in the Supreme Court.

This is how this Court addressed the issue of whether the appellee had waived the right to challenge the bond since it had not done so in the lower court and within three days of the service of the bond on the appellee:

It is not clear whether the co-respondent's argument is that the movant should have filed exception to the appeal bond in three days before the trial court or before the Supreme Court. But in either case, such contention is not supported by law, practice and procedure, for the reason that under our law the trial court loses jurisdiction over a matter on appeal after a notice of completion of appeal is issued by the clerk of court and served on the appellee. The matter is then said to be pending on appeal before the appellate court. Liberia Agricultural Company (LAC) v. Twehway and Dennis, 36 LLR 575 {1989), text at pages 581-582. The Supreme Court has also held that where a lower court has rendered final judgment in a case before it and an appeal is announced from said judgment, the approval of the bill of exceptions removes the case from trial jurisdiction and any paper or papers to be file, even if it

is a motion to dismiss the appeal, should be filed in the appellate court. Cole and Brown v. Williams, 37 LLR 626 {1994), text at 629.

In view of these decisional laws, we hold that the bill of exceptions, having been filed and approved by the trial judge, and considering that the appeal bond and the notice of completion of appeal were filed the same day, same being the 60th day of the appeal process, thereby removing jurisdiction from the trial court, it is only at the Supreme Court that the movant could have filed its motion to dismiss the appeal. The motion to dismiss was therefore properly filed before this Court.

On the other hand, the provision of our statute which requires that exception to surety be taken in three days and where no exception is taken in three days, the bond is allowed, is only applicable to trial courts and not the Supreme Court; for it is before the trial courts that bonds are filed, before whom exceptions to sureties are filed, and before whom justifications to sureties are also filed for hearing and determination. ld.

In the above quoted ruling, this Court effectively distinguished the circumstances of the National Bank of Liberia case from the Kerpai et al. and subsequent cases sustaining the Kerpai et al. case which held that an appellee waives the right to challenge if the challenge was not made in the lower court within three days of the filing and service of the appeal bond. This is how this Court, speaking through Mr. Justice Korkpor, expounded on the position taken by the Court:

At the level of the Supreme Court, the rule relating to motions states: Except as herein otherwise mentioned, all motions shall be in writing and shall contain a brief statement of the facts, and shall be verified by the party or his counsel. There may be united with a motion to dismiss a motion to affirm the judgment of the court below. If the facts are not admitted, the opposite party shall file answering affidavits and serve copies thereof on the moving party, who shall file replying affidavits, if necessary and serve copy thereof upon his adversary.

The party filing a motion shall serve the opposite party a copy thereof, at least twenty-four (24) hours before the hearing is desired. (See Rule II, Revised Rules of the Supreme Court, Parts 1,2 and 65).

The Court held further that:

The motion to dismiss the appeal now before us, though filed more than three years after the filing of the appeal bond, is nevertheless within the confines of the rule regarding motions before this Court. Therefore, the lapse of time does not render the motion dismissible. ld., at

The Court therefore rejected the waiver contention advanced by the appellant, upheld the movants counter arguments, granted the motion to dismiss the appeal, and accordingly dismissed the appeal. Although the Court made no reference to earlier cases decided by it

that a failure by the appellee to challenge the appeal bond in the lower court within three of the service of the bond on the appellee, its decision to grant the motion seemed to have been predicated on the fact that the appellant had filed and served the appeal bond on the appellee on the sixtieth day, the last day for the completion of the appeal, which rendered it impossible for the appellee to challenge the appeal bond in the lower *court,* as that court no longer had jurisdiction over the case.

While we believe that there are conflicting provisions of the statute which need to be resolved, reconciled and given unambiguous clarity, especially with regard to the relationship between the provisions of Chapter 51and Chapter 63 of the Civil Procedure Law [that is, specifically appeal bonds on the one hand and general bonds and securities on the other hand], we do not believe however that given the facts and circumstances of the instant *case,* those issues are ripe for disposition at this time. This is because although the appellant has raised the issue of waiver by the appellees to challenge the appeal bond in that they had not made the challenge in the lower court within three days of the filing and alleged service on the appellees of the appeal bond, we have seen no evidence in the records to substantiate the appellant's claim that the appeal bond was served on the appellees in good and sufficient time for a challenge to be made in the trial court. In fact, there is nothing in the records to even indicate that the appeal bond was ever served on the appellees.

The appellees, on the other hand, contend that they were never served copy of the appeal bond as of August 29, 2012, the sixtieth day after the rendition of judgment by the lower court, and therefore they were deprived of the opportunity to challenge the sufficiency or deficiency of the appeal bond.

We are inclined to believe and accept the appellees contention since it is supported by the records, to the effect that neither the resistance to the motion to dismiss the appeal nor the certified records transmitted to this Court from the lower court show that any service of the bond was made on the appellees. We are taken aback that although the appellees made the allegation in the motion to dismiss that they were never served with copy of the appeal bond, the appellant seemed not to have believed that a definitive rebuttal was necessary.

The only thing that the appellant stated in the resistance to the motion to dismiss was that the appeal bond was approved on July 24,2012 and the notice of completion of appeal was filed and served on movant on July 31, 2012. In other words, instead of preparing the appeal bond and the notice of completion of appeal within sixty (60) days as statutorily required, the respondent completed the process within less than thirty (30) days.

We do not believe that this response of the appellant met the requirement of the law. The law states that where a specific allegation is made, it must be specifically addressed or responded to, and that where the person against whom the allegation is made fails to respond to the said allegation, the allegation will be deemed to be true. Republic v. Sone et al., 35 LLR

126 (1988); Kromah v. Badio and Hill, 34 LLR 85 (1986); Washington v. Sackey, 34 LLR 824 (1988). Nowhere in the appellant's response did he state that the appeal bond was served on the appellees. The appellant's resistance to the motion to dismiss stated that the appeal bond was approved, but it fell short of stating that that the bond was served on the appellees. Under the circumstances, we must conclude that the appeal bond, although filed with the clerk of court, as acknowledged by the clerk in the Clerk's Certificate issued by him on August 31, 2012, was never served on the appellees. But, as with the appellant's resistance, no mention was made in the Clerk's Certificate of service of the appeal bond, as indeed none was required since the responsibility for service of the appeal bond is on the appellant and not the clerk of court.

This then brings us to making the determination as to whether the failure of the appellant to effect service of the appeal bond on the appellees precludes the appellant from raising the issue as to whether the appellees had waived their right to challenge the appeal bond at the level of the Supreme Court, since, as he maintains, they should have raised the challenge in the lower court and within three days of the service of the appeal bond. We hold, as appropriately we should, that the appellant is precluded from advancing the contention in view of the fact that no service of the appeal bond on the appellees is evidenced by the records before us and not denied or rebutted by the appellant.

While it is the view of this Court that the statute does not state that a failure to serve an appeal bond on the appellee is a ground for the dismissal of an appeal, it does require that service of the bond should be made on the appellee by the appellant. The failure by the appellant to effect service of the appeal bond on the appellant, although approved by the trial judge and filed with the clerk of court, deprived the appellees of the requisite notice that the appeal bond has been filed, and which would have afforded them the opportunity to challenge the bond, if they felt that a challenge was required to be made in the lower court within three days of the service. The appellant could not have expected the appellees to challenge the bond that that they had no knowledge or notice of since they had not been served with a copy by him. That act or omission by the appellant was in clear violation of the notice requirement. The appellant must have contemplated or should have known that in the event a challenge was raised to the bond at the level of the Supreme Court, he would avail himself of Chapter 63 of the Civil Procedure Law. He was therefore under a legal obligation to ensure that the appellees were served with a copy of the appeal bond once the bond was filed with the clerk of the trial court.

The statute vesting the right in a party to challenge a bond is clear as to the period within which the challenge can be made. It states very clearly that the challenge should be made within three days of the service of the bond, not within three days of the filing of the bond. The statutory provision on the service of the appeal bond is not discretionary with the appellant. It is compulsory and mandatory. It seems to us that the intent of the

legislature, in stating such requirement, was to ensure that appellant gives notice to the appellee of the filing of the bond.

Hence, where the bond is filed but is not served, the requirement of the statute has not been met. We hold therefore that no service of the bond having been made on the appellees, the appellant cannot raise and is in fact precluded from raising and advancing the claim that the appellees cannot challenge the defects in the appeal bond since they had failed to assert such challenge to the bond at the level of the lower court and within three days of the service of the bond. We hold accordingly that the contention of the appellant, being devoid of legal merits and specifically a clear violation of the notice provisions of the law, the said contention is not sustained.

We hold further that in light of the foregoing, and on that basis, the appellees committed no violation of the law in challenging the appeal bond at the level of the Supreme Court. While we acknowledge that the statute makes service of the appeal bond on the appellee compulsory, we believe that the mandatory nature of the statute relates to notice by the appellant to the appellee of the filing of the bond since the statute does not make the failure to make such service a ground for the dismissal of the appeal.

Accordingly, we hold, and we believe this to be consistent with the legislative intent of the statute, that where there is a failure by the appellant to effect service of the appeal bond on the appellee, as mandatorily required, the act or omission by the appellant in respect of such service, having the effect of depriving the appellee of the opportunity to challenge the bond in the trial court and infringing on the principle of notice, precludes the appellant from raising the contention that the bond should have been challenged in the lower court within three days since the lack of attack on the bond in the lower court was due to and generated by the conduct by the appellant. Had the appellant shown by the production of a receipt that the appellees were served with copy of the appeal bond within the time allowed by law for the filing and service of the bond, we would have been obliged to address the issue.

In reaching the above holding, we give no views and draw no conclusions as to whether section 63.4 of the Civil Procedure Law is applicable or not. We state only that the appellant, by his conduct in not serving copy of the appeal bond on the appellees, cannot now assert that the appellees should have raised the challenge in the lower court.

Having made the determination that under the circumstances of the instant case the appellees could not have waived the right to challenge the appellant's appeal bond at the level of the Supreme Court, we now turn to the next issue, that is, whether the appeal bond filed by the appellant is insufficient and defective, and renders the appeal dismissible.

The appellees contend that the appeal bond is defective in a number of respects, substantively and procedurally, and that those defects render the entire appeal defective and therefore dismissible. They enumerate the following as the defects which warrant the dismissal of the

appeal: (a) that the bond was not served on them, as required by law, within the sixty days allowed; (b) that the bond was secured by only one insurance company when the statute required that it should be secured by two persons; (c) that the insurance company's mandate was to serve only as a life insurance company and not as surety; (d) that the certificate of authorization of the surety insurance company was issued on May 23, 1997, whereas the insurance company was incorporated on November 12, 1997; (e) that the articles of incorporation of the surety insurance company had failed to state the minimum paid-in capital and minimum paid-in-surplus as mandatorily required by law; (f) that the articles of incorporation of the surety insurance company was only a draft in that a paragraph was handwritten whereas other paragraphs were type written; (g) that the articles of incorporation was undated; (h) that the bond sought to secure the day to day appearance of the appellant rather than the indemnification of the appellees; (i) that the indemnification of the appellees is made conditional upon someone providing the insurance company with information regularly on the case; (j) that the appeal bond is undated and no date is stated as to when the bond was approved by the trial judge; and (k) that the surety had failed to show or indicate what it was worth on the date of inception of the bond. We shall deal with these contentions regarding the appeal bond in the same order in which we have stated them above.

Although all of the contentions mentioned above are raised in regard to alleged defects in the appeal bond, this Court will address only those points which the Court believes to be relevant to its determination of the case and/or as to which there is need for clarity of the statute. This is consistent with this Court's several opinions that this Court need not address every issue raised by the parties but only those which are determinative of the case. The Management of Mezbau (Liberia) Inc. v. Umehai and Kpukuyu, 36 LLR 236 (1989); The United Methodist Church and Consolidated African Trading Corporation v. Cooper et al., 40 LLR 449 (2001). Accordingly, we shall address those contentions which this Court deems to be meritorious and worthy of consideration by the Court.

The first contention is that the appeal bond was not served on the appellee within the statutory time, as required by law. We take note, firstly, of the provisions of Section 51.4 of the Civil Procedure Law which states that a failure by the appellant to file an appeal bond within the time allowed by statute renders the appeal fit for dismissal. We take note further that while Section 51.8 states that the appellant shall give an appeal bond approved by the judge which he/she shall file with the clerk of court and a copy thereof served on the opposing party, the Section also provides in very clear terms that A failure to file a sufficient appeal bond within the specified time shall be a ground for dismissal of the appeal; provided, however, that an insufficient bond may be made sufficient at any time during the period before the trial court loses jurisdiction of the action. We observe that the framers of the sections were very careful in stating what should constitute the grounds for the dismissal of an appeal. They stated, both in section S1.4 and section S1.8, in language that left no room for ambiguity or speculation, that it is the failure to give an appeal bond that renders the appeal dismissible, not the failure to serve a copy of the bond on the appellant If the Legislature intended that

service of the appeal bond on the appellee should be one of the grounds for the dismissal of the appeal, it would have stated clearly that intent, the same as it stated that service of the notice of completion of the appeal constituted a ground for the dismissal of the appeal. We do not believe that the omission was an oversight by the Legislature. To the contrary, we believe that the Legislature. keenly determined that service of the appeal bond should not be a basis for the dismissal of an appeal, for it would make no sense that the drafters would include such service with regard to the notice of completion of the appeal and not similarly include a provision to that effect with regard to the appeal bond, if that was the intent of the Legislature. Since it is inconsistent with law and practice in this jurisdiction for any court of law, the Supreme Court being no exception, to extrapolate the intent of the framers of the Constitution, and the Legislature, in the case of a statute, beyond the specific wording of said provision of the constitution or statute. The overall principle guiding proper interpretation of a constitution [or a statute] has been and remains the intent of the framers. MPC et al. v. National Elections Commission, Supreme Court Opinion, October Term 2011.

We are keen also to observe that this Court has said on a number of occasions that an appeal will be dismissed only on the grounds provided by the statute. Firestone Plantations Company v. Bravy, 36 LLR 893 (1990); Mensah et al. v. Wilson, 34 LLR 100 (1986); Dopoe v. City Supermarket, 34 LLR 21S (1986). And in the cases we have reviewed, where this Court has dismissed an appeal on account of an appeal bond the basis as been only on the failure to file a sufficient appeal bond, or to file the appeal bond within the time specified by statute, or to file an appeal bond at all. See The Management of los Hansen v. Wadah and the Hearing Officer, 3S LLR 6SS (1988); MIM'S Supermarket v. Roberts et al., 36 LLR 267 (1989). In none of the opinions we have examined have we found any instance where the appeal was dismissed for lack of service of the appeal bond on the appellee. We must therefore conclude that the failure by the appellant to serve a copy of the appeal bond on the appellees is not a statutory ground for the dismissal of the appeal, although that failure deprives the appellee of notice to assert a challenge to the bond in good and sufficient time.

And as we noted before, while the statute may seem problematic, this Court does not have the liberty to probe into the wisdom of the statute or of the legislature. We do not believe that such is within the authority of this Court; it is solely a function for the Legislature and the people. This Court, we have noted numerously in prior opinions, can only give interpretation to the statute, not determine whether the statute is wise or not. What we can say, as indeed we did earlier in this opinion, is that the failure of the appellant to serve a copy of the appeal bond on the appellees, while not a ground for the dismissal of the appeal, has other consequences for the appellant under the law. We alluded earlier to one of such consequences. But for the purpose of the issues under consideration, we state that we cannot accept the contention of the appellees that the appeal should be dismissed on the ground of lack of service of the appeal bond on them. We therefore do not sustain the said contention.

The next contention of the appellees is that the bond was secured by only one insurance company when the statute provides that he bond should be secured by two sureties. In regard

to that contention, we hold that the provision requiring two sureties does not apply to insurance companies. Firstly, insurance companies, although legal persons, are unlike natural persons to whom the statute applies, and as such we do not believe that the Legislature intended that the requirement of two sureties is applicable to insurance companies serving as sureties. The statute is very clear on the issue. It states: "Unless the court orders otherwise, a surety on a bond shall be either two natural persons who fulfills the requirements of this section or an insurance company authorized to execute surety bonds within the Republic." An insurance company is a legal person, not a natural person. This is why the statute clearly separates the insurance company from natural persons, and makes it clear that in the case of a bond secured by an insurance company, the requirement is one insurance company, rather than two insurance companies. Jackson et al. v. Weaver, 37 LLR 631 (1994); Cavalla Rubber Corporation v. Liberian Trading and Development Bank (TRADEVCO), 38 LLR 316 (1996}. The language of the statute is so clear that we do not believe we should belittle the point or resort to any further interpretation thereof. Accordingly, we dismiss the appellees' contention that there should have been two sureties rather than one insurance company. The real issue should be whether the insurance company has shown that it has the resources to cover the value of the bond, for under the decisions of this Court, once the property of the surety is sufficient to cover the value of the bond, which must be sufficient to cover the value of the judgment plus costs of court, in fulfillment of the law, the appeal will not be dismissed on account of the fact that there are not two sureties or that only one surety has shown property as security to the bond. Forestry Development Authority v. Forestry Development Authority Workers Union (FDAWU) and the Ministry of Labour, 39 LLR 684 (1999). The contention of the appellees in that regard is therefore denied.

The next question presented for determination by this Court is whether given the fact that the Business Registry shows that the insurance company is authorized to engage in the life insurance business, it is precluded from serving as surety to a bond, appeal or otherwise.

The appellees contend that the insurance company named as surety to the appeal bond is not competent to serve as surety since its Business Registration in the Liberian Registry states that that it shall engage in the life insurance business and not the business of serving as surety to a bond. We note that of late insurance companies have become a major mode for surety to bonds. Our courts, including the Supreme Court, have accepted as legitimate insurance companies serving as sureties to bonds, perhaps because, as far as the decisions of the Supreme Court reveal, no challenge has ever been made to their capacity to serve as such because their Business registration shows that they are to engage into a particular line of insurance. The acceptance of insurance companies to serve as sureties may have been due to the fact that the statute authorizes and grants such power to insurance companies or because in many of those cases challenges were not raised with regards to whether the instruments relied upon by the insurance to undertake such activity complied with the requirements of the law.

There have been some challenges to insurance companies serving as sureties to an appeal bond, but the reasons for the challenge have been due to some other defect in

other instruments upon which the insurance companies have relied for the authority to serve as surety. Thus, this particular challenge is one of first impression in this jurisdiction and there is no precedent.

The question posed is whether by virtue of the statement in the Business Registry that the insurance company shall engage in the life insurance business, it is thereby precluded from serving as surety to an appeal bond, although under the articles of incorporation the insurance company states that as part of its business it shall engage in the activity of serving as surety on bonds. We do not believe that the contention is valid and therefore overrule the same. We note that the statute does not require that the insurance specifically state in its business registration or in the Liberian Business Registry that it shall engage in the business of serving as surety to bonds, once that power and authority is stated in the articles of incorporation. We should emphasize that under the Insurance Law, the Commissioner of Insurance is precluded from authorizing an insurance company from engaging in the insurance business in the Republic until the Ministry of Justice has determined that the articles of incorporation conforms with the Law. The Executive Law of Liberia vests in the Ministry of Justice the authority to be the Government's legal advisor on all legal and commercial matters. Executive Law, Rev. Code 12:22.6 & 22.10. Moreover, the Liberian Registrar (or Minister of Foreign Affairs) is precluded from filing the articles of incorporation of an insurance company unless the same have been approved by the Commissioner of Insurance.

Thus, when the Government has made the certification and approved of the articles of incorporation, they must be accepted as legal and the insurance company will be deemed to be authorized to engage in such business. There is nothing in the statute that says that the insurance company must specially state in its business registration document that it shall engage in the business of serving as surety for bonds before it can engage in such activity when the statute grants that power if he insurance is so authorized, as done in the articles of incorporation, reviewed and approved by the Commissioner of Insurance, the Minister of Justice and the Minister of Foreign Affairs, referred to in amendment made to the Associations Law of Liberia as the Registrar. The contention of the appellees in that regard is therefore not sustained.

The contention concerning defects in the appeal bond which we believe is sustainable relates to the genuineness and authenticity of the articles of incorporation of the insurance company serving as surety to the appeal bond. The appellees contend that the appellant's appeal bond is defective for reason that the Articles of Incorporation of the insurance company serving as surety to the bond, attached to the bond to authenticate the legal existence of the surety, is only a draft instrument and not the executed and filed articles of incorporation, in that certain parts of the articles of incorporation are hand- written while other parts are type written. Our inspection of

the referenced document has led us to the conclusion, in agreement with the view advocated by the appellees, that the said document is not genuine or authentic.

The articles of incorporation of a corporate entity, especially one that is regarded by the law as critical to our society, being an insurance company, must necessarily conform to the law. An insurance company is not simply another business and the law recognizes that it is of a special category. Recognizing its extraordinary importance, the law has imposed a higher standard. The Associations Law, Title 5, Liberian Code of Laws Revised, states in no uncertain terms that in addition to the requirements stated in that law regarding the formation of corporations, insurance companies must also meet certain other stipulated requirements stated in the Insurance Law and thereby be subjected to greater scrutiny by institutions additional to the Minister of Foreign Affairs or Registrar, such as the Office of the Commissioner of Insurance, Ministry of Transport, the Ministry of Justice, and the Central Bank of Liberia, before its articles of incorporation can become effective.

We noted before that the Insurance Law provides that before the articles of incorporation of an insurance company is filed by the Minister of Foreign Affairs, it must first be forwarded to the Commissioner of Insurance, who must in turn forward same to the Minister of Justice who has the statutory responsibility to review same and certify that the articles meet all of the requirements of the law. The Commissioner of Insurance, upon receipt of the articles of incorporation from the Minister of Justice, must then affix his approval on the document. It is only then that the Minister of Foreign Affairs or Registrar can file the document. That law provides further that if the articles have not been inspected by those institutions and they do not meet the standard set by the law, the Minister of Foreign Affairs/Registrar is without the authority to append his or her signature thereto and to file such instrument.

The articles of incorporation of a corporate are what give existence to the entity once filed with the Minister of Foreign Affairs/Registrar. That existence comes into effect on the date of filing of the articles. It seems rather impossible therefore that the instrument would have been accepted in the form in which it appears in the records of the *case,* partially typewritten a partially handwritten. We find it disturbing and believe it highly impossible that the highest officials of the three key ministries who approval must be obtained before the articles are filed would have approved of the articles in such form.

We cannot accept, in the light of such alterations, that the articles are genuine and authentic. Given such defect in the articles, attached to the appeal bond, they cannot meet the critical criteria of the appeal bond requirement that the entity serving as surety must show that it exists and that it is authorized to engage in serving as surety to a bond. Indeed, the alterations are such that the surety named on the bond could question that it is bound by any obligation alleged to be undertaken under the appeal bond. We hold therefore that the articles of incorporation, having such defect, render the appeal bond defective and unenforceable, and with such defect the entire appeal dismissible.

We must hold therefore that under the circumstances the articles of incorporation cannot be deemed as genuine and lacks legitimacy to bind the surety to the obligations of the appeal bond. Accordingly, the instrument cannot legally be used to authenticate the legal existence of the corporate insurance surety.

We note that by the conclusions stated above, we do not conclude that the insurance company, The Medicare Insurance Company, does not exist or that it is not a legitimate and legal entity or that it has not conformed to the law in respect of its articles of incorporation. What we do state is that the instrument which the appellant attached to the appeal bond to authenticate the legal existence of the corporate insurance surety or in verification of the claim by the insurance company that it legally exist and is that it is a legally constituted or a duly certificated entity under the laws of Liberia does not show that legal corporate existence as to be accepted by this Court.

We must re-emphasize that it is the responsibility of counsel for an appellant, in such a case to not only superintend the appeal process for the client, similarly as the client should himself or herself manifest interest in the process and to rigidly monitor the appeal process being pursued by his/her counsel so that he/she has the assurance that the appeal requirements and fulfilled, including ensuring that all of the instruments filed in connection with the appeal are in good order and clear of any deficiencies as would place the appeal bond in jeopardy or render the appeal deficient and therefore dismissible. It was encumbent upon counsel for the appellant to examine all of the documents associated with the appeal, from the articles of incorporation of the Medicare Insurance Company to the document at the Registry to the account and financial standing and capacity of the surety. Had such inspection been thoroughly and meticulously carried out, as counsel for appellant had the responsibility and the duty to do, the defect would have been discovered; and even if the bond had been filed, to provide counsel with the opportunity to rectify the error and make the bond good. This was particularly critical given the fact that the bond was filed more than a month to the period required by the law for the filing of such bond.

This Court does not have the obligation, and counsel for appellant cannot expect that this Court will take on the responsibility of seeking to enquire from the Minister of Foreign Affairs/Registrar, the Ministry of Justice or the Ministry of Transport whether the document provided by the surety as to its existence is genuine or not. That responsibility is for the appellant and/or his counsel.

This Court has said repeatedly, and we continue to subscribe to the principle, that the courts will not do for party litigants that which they have an obligation or ought to do for themselves. Jappeh v. Thian, 35 LLR 82 (1988); Sio v. Sio, 35 LLR 92 (1988).

As noted earlier in this Opinion, we are at a loss as to why counsel for the appellant did not superintend the appeal process, as he was obligated to do, including all of the

instruments filed with the clerk of the trial court in that connection, to ensure that the bond was clear of defects as would render the appeal deficient and dismissible.

We have quoted section 51.8 of the Civil Procedure Law which states that a copy of the appeal bond must be served on the appellee. However, we note that section 51.4, which stipulates the mandatory requirements for perfecting appeal and which stresses that a failure to meet those mandatory requirements for perfecting appeal and which stresses that a failure to meet those mandatory requirements is ground for the dismissal of the appeal do not specify service of the bond as part of the requirements that warrants the dismissal of the appeal. The appellant did not contest the allegation of the appellees that they were not served with copy of the appeal bond. This Court has held on many occasions that where an allegation is made and the adversary party is expected or mandated to refute or deny the allegation and fails to deny the same or address or even comment thereon, he/she is deemed to have admitted the truthfulness of the allegation. MIM Liberia Corporation v. Toweh, 30 LLR 661(1983); Republic v. Sone et at., 35 LLR 126 (1988); Inter-Con Security Systems v. Miah and Yarkpawolo, 38 LLR 633 (1998); Tropical Investment Corporation v. The Ministry of Justice et al., 42 LLR 174 (2004). And while the principle has been stated mostly in regard to pleadings, they are also deemed applicable to every element of a case, as for example, where a witness makes certain statements injurious to the' adverse party and the party fails to refute the allegations, the law regards that the allegations made are true. We conclude therefore that no service of the appellant's appeal bond was made on the appellees.

Yet, while we make that conclusion, we do not believe that under the appeal statute, this is a ground for the dismissal of the appeal. Although we acknowledge that the service of the bond is mandatory, we do not believe that the framers of the law intended that a failure to effect such service should be a ground for the dismissal of the appeal. The canon of judicial construction requires the courts, especially the Supreme Court, to follow the intent of the legislature when interpreting statutes. This Court has declared that "it is inconsistent with law and practice in this jurisdiction for any Court of law, the Supreme Court being no exception, to extrapolate the intent of the framers of the Constitution, and the legislature, in the case of a statute, beyond the specific wording of said provision of the constitution or statute ... Law writers generally call this the legislative intent. Thus, the overall principle guiding proper interpretation of a constitution [or a statute] is the intent of its framers." MPC et al. v. National Election Commission et al., [2011] LRSC 1 (5 October 2011).

Had the Legislature intended that the failure to serve an appeal bond would or should constitute a ground for the dismissal of an appeal, they would have indicated such in section 51.4, the same as they did with regard to the notice of the completion of the appeal. In section 51.4, the law states that not only should the notice of the completion of the appeal be issued and filed, but that it should also be served on the adverse party. The same section states, however, with reference to the appeal bond that the bond, only that the bond should be filed with the clerk of court. We believe that had the Legislature intended that service of the appeal bond should constitute a ground for the dismissal of the appeal, they would have

included service of the appeal bond, just as they did with the notice of completion of the appeal, as one of the grounds for the dismissal of the appeal. The framers of the statute clearly knew what they were doing when they framed the wordings of sections 51.4 and 51.8, and that it clearly did not intend that the two sections should have the same effect. We therefore do not uphold this contention of the appellees.

Addressing the third issue, the matter of the notice of completion of the appeal, we have carefully inspected the referenced document issued by the clerk of the 13th Judicial Circuit Court, Margibi County. The notice bears an issuing date of July 31, 2012; it is signed by the clerk of the said court; and it is signed, evidencing receipt thereof, by counsels for both plaintiffs and defendant, although neither of them placed thereon the date on which it was received by them. In count 2 of their motion to dismiss, the appellees contend that they were served with the notice of the completion of the appeal on August 29, 2012. The appellant/respondent disputes the claim, asserting that in fact service of the notice of the completion of the appeal was made on July 24, 2012.

What is rather strange to us is that neither the counsel for the plaintiffs nor the counsel for the defendant believed that it was important to append a date alongside their signatures so as to evidence the date on which service was made. For unexplained reasons, they seem to be unaware that on many occasions cases have been dismissed based on claims that the notice of completion of the appeal was not served within the time period stipulated by the statute. CITIBANK, N. A. Liberian Branch v. Barrow, 37 LLR 727 (1995); Lamco J. V. Operating Company v. Fleming, 33 LLR 171(1985). We would have thought therefore that each counsel should have indicated on the face of the notice the date on which they were served with said notice. And while this fact may not have seemed to be of great importance at the time, it certainly would have informed this Court as to who was telling the truth regarding the date of service.

We also have difficulty understanding, for example, why it would have taken thirty-six days for the sheriff of the 13th Judicial Circuit to have made service of the notice of completion of the appeal on the parties to the case, given the fact that the circuit court from whence the appeal was announced is not more than one hour's drive from to Monrovia where counsels for both parties have their respective offices. The notice was issued on July 24, 2012; yet, the appellees, in the motion to dismiss the appeal, state that they were not served the notice of completion of the appeal until August 29, 2012. It is difficult to verify if this allegation is true or not, since neither counsels appended a date on the face of the notice of completion of the appeal to indicate when it was served on them.

However, under the circumstances, and as noted extensively earlier in this Opinion, it was the responsibility of counsel for the appellant to ensure that service was made of the notice of completion of the appeal and that such service was made within the time allowed by statute. Part of that responsibility was ensuring that the date of service was clearly

reflected on the notice, especially given the certificate of the clerk of the lower court that as of the date of the certificate no notice of completion of the appeal was in the records of the court. It is for the appellant to show that the notice of completion of appeal was served and filed within the statutory time to rebut the allegation made by the appellees that they received the notice on August 31, 2012 and up to the said date the notice had not yet been filed with the clerk of court. Indeed, on our further enquiry of the clerk of the lower court regarding the filing of the notice of completion of the appeal, he insists that the notice is still not within the file of the court. And as strange as that may be, we are left with no way of determining that the notice was returned to the clerk following service on the parties or to authenticate the date on which service was made. It was this derelict of duty by counsel for the appellant that has placed the appeal in jeopardy and deprived this Court of jurisdiction to entertain the appeal on the merits.

Further, we must make reference to the manner of service of the appeal. Although the manner of service of the notice of completion of the appeal does not affect the outcome of the decision of the Court, we believe it warrants being commented on, firstly because of how the law was violated in the process, and secondly, because it goes to the core of the contention of the appellees relative to the filing of the said document.

The records in the case reflect that notwithstanding the more recent opinions of the Supreme Court that the statutory law on appeal is mandatory and must be strictly adhered to [Kanneh v. Manley et al., 41 LLR 25 (2002); Liberia Electricity Corporation v. Lloyd, 41LLR 348 (2003)], that the responsibility for service of the notice of the completion of the appeal mandatorily rests with the appellant [Firestone Plantations Company v. Kollie, 42 LLR 159 (2004), and in that regard the appellant and/or counsel have the duty to superintend every aspect of the appeal process [Ahmar v. Gbortoe, 42 LLR 117 (2004) , the notice of completion of the appeal issued by the clerk of the 13th Judicial Circuit Court was directed to the Sheriff and it ordered or mandated the sheriff to effect the service of the notice on the appellees and to make returns as to the manner of that service. The Civil Procedure Law states in that regard, at section 51.9, as follows:

After the filing of the bill of exceptions and the filing of the appeal bond as required by sections 51.7 and 51.8, the clerk of the trial court on application of the appellant shall issue a notice of the completion of the appeal a copy of which shall be served by the appellant on the appellee. [Emphasis Added]

Yet, in spite of the clear directive of the statute and the several opinions of this Court emphasizing that it is the responsibility of the appellant to serve the notice of the completion of the appeal upon the appellee [Pentee v. Tulay, 40 LLR 207 (2000)], and that counsel for the appellant has the responsibility to superintendent such service, we find in the instant case that the clerk of the 13th Judicial Circuit Court directed the instrument to the sheriff of the said court and mandated the

sheriff, rather than the appellant, to effect service of the notice upon the appellees. This is how the notice of completion of the appeal reads in that regard:

Republic of Liberia: To the Sheriff of the 13th Judicial Circuit Court:

You are hereby commanded to receive the notice of completion of appeal this day issued in triplicate and serve the original copy with the plaintiff/ counsel and return the original copy to my office with your official returns endorse on the back hereof as to the form and manner of service on the appellee.

Clearly the appellant acted in violation of the statute in having the clerk of the trial court turn over to the sheriff a responsibility that the law imposed on the appellant. The task required that counsel for the appellant should closely and properly superintend the appeal process, activated by the announcement of an appeal from the judgment of the trial court. But this was not the case. Instead, counsel for the appellant showed laxity in superintending and supervising the appeal. In fact, we find no application in the records from counsel for the appellant to the clerk of the trial court to issue the notice of completion of the appeal, directed to the appellees, as mandated by the statute. Instead, it seems that the clerk, of his own volition, decided to issue the notice of completion of the appeal which he directed to the sheriff rather than to the appellant who should then have effected service on the appellees.

It seems that it was this failure that contributed substantially to the further violation of the statute and aided in depriving this Court of the requisite jurisdiction to hear the appeal on the merits, and which has caused the appellees to raise the issue regarding the filing of the notice of completion of the appeal. The appellees do not deny, and our inspection of the records reveals that one of appellees, who also served as counsel for appellees, signed the notice of completion of appeal, evidencing that service was made on the appellees. The question is whether the Sheriff, having been directed by the clerk of the court to effect service on the appellees and make returns as to the service of the notice on the appellees, and the records having shown that service was effected on the appellees, made returns thereto as mandated in the notice. The records reveal no such evidence.

This Court has said that as much as service of the notice of the completion of the appeal is essential, the filing of the notice is equally important, that the two acts go hand in hand, and that a failure to perform any one of the said acts provides a sufficient ground for the dismissal of the appeal. Pentee v. Tulay, 40 LLR 207 (2000). What is even more troubling is the absence of any returns on the files of the court showing the date of service of the notice of completion of the appeal.

We find it rather incomprehensible that forty years after the enactment of the Revised Civil Procedure law, lawyers and clerks of our courts of record are still unable to adopt themselves to the changes stipulated in the new law. We must express concern that our judicial officers and practicing lawyers continue to be complacent in perpetuating the Civil Procedure Law of 1956, rather than take cognizance of the new provisions of the appeal statute as contained

in the new Civil Procedure Law of 1973. They seem unable to appreciate the legislative intent in changing the old Civil Procedure Law and in adopting a new Civil Procedure Law. This is what the 1956 Code provided with regard to the notice of completion of appeal:

Upon approval and filing of the bond the clerk shall forthwith issue a notice to the appellee informing him that the appeal is taken and to what term of court and directing the appellee to appear and defend the same." Civil Procedure Law,1956 Code 6:1013.

A few comments are necessary at this point. The first is that the Civil Procedure Law of 1956 was completely repealed by the new Civil Procedure Law of 1973, and that although some provisions were retained in the new Civil Procedure Law, that did not alter the fact that the old law was repealed and that once a new law was enacted stipulating new requirements and repealing the old, the old law no longer had significance for future occurrences. The parties were therefore obligated to adhere to the new law and not continue to follow the old law. Let us look at a few of the differences between the old Civil Procedure Law and the new Civil Procedure Law.

The first noticeable difference is that the law was re-positioned. It changed from Title 6 to Title 1. Whereas in the 1956 Code, the Civil Procedure Law constituted Title 6 of the Liberia Code of Laws,in the 1973 Revised Code of Laws, the title was changed to and constituted Title 1, replacing the former title 1, which was the Indigenous Law. Secondly, all of the sections were changed and a new system of enumeration instituted..Thus, the notice of completion of appeal, which was section 1013 under the 1956 Code, after being overhauled and new wordings provided to reflect a new intent of the Legislature, was changed to sections 51.4 and 51.9.

Further, as noted in the quoted section 1013 of the 1956 Code, the law did not require that application be made by the appellant to the clerk of the trial court in order that a notice of completion of the appeal is issued by the clerk. Rather, the clerk was mandatorily required to issue a notice of completion of the appeal once the trial judge had approved of the appeal bond and same was filed with the clerk. Additionally, the notice of completion of appeal was to be directed to the sheriff who was also mandatorily required to effect service on the appellee and make returns as to the manner of service.

The new Civil Procedure Law, the new title 1of the Revised Code of Laws, 1973, requires that after approval and filing of the appeal bond application be made by the appellant to the clerk of court in order for the notice of completion of the appeal to be issued. More than that, it further requires that the appellant, rather than the sheriff, should serve the notice of completion of the appeal on the appellee. This is how the Revised Civil Procedure Law is worded:

§ 51.9. Notice of completion of appeal.
After the filing of the bill of exceptions and the filing of the appeal bond as required by sections 51.7 and 51.8, the clerk of the trial court on application of the appellant shall issue a notice of the completion of the appeal a copy of which shall be served by the appellant on the appellee.

The original of such notice shall be filed in the office of the clerk of the trial court. [Emphasis added]

Clearly then, the wording of the new Civil Procedure Law is quite different from the old Civil Procedure Law, and both the Supreme Court and the parties, as well as their counsels, must have and show appreciation for the changes made in the law by the Legislature. Neither the courts nor the parties or their counsels can lend blind eyes to the changes made by the Legislature. There was a clear intent by the Legislature in changing the old Civil Procedure Law. Under the old Civil Procedure Law, the courts were burdened with the task of doing for the parties that which the parties should have been doing for themselves. It was common place for the appealing parties or their counsel not to superintend the appeal process and to seek to shift the blame on the court for their failure to comply with the statutory requirements for completing the appeal, which act or non-compliance deprived the Supreme Court of assumption of jurisdiction over the case.

The notice of completion of appeal, for example was to be directed to the sheriff of the court in which the case was tried and he had the responsibility to ensure that service was made on the appellee prior to the expiration of the sixty day period allowed by the law for such service. He was required to make returns as to the manner of service. But many a times, it was the failure of the appellant or counsel for appellant that to superintend the process that resulted in the failure to comply with the statute. Yet, this Court had to rule on a number of occasions that although the failure to comply was primarily the fault of the appellant or counsel for the appellant, it felt that the appeal could not or should not be dismissed as the court also shared in the negligence.

The Legislature sought to address that problem by making it very clear that the burden rested not on the court but on the appellant to ensure that the appeal process was complied with. The appellant had to make application to the clerk for the issuance of the notice of completion of the appeal. The clerk was no longer required to direct the notice to the sheriff for service. Rather, by notice was now to be directed to the appellant and imposing on the appellant the responsibility to effect service on the appellee. More than that, the appellant was required further to file the notice of completion of appeal with the clerk of court. Certainly, the logical then implication is that the notice directed to the appellant, not the sheriff, to effect the service on the appellee. That imposition by the statute necessarily required that when service of the notice is made, the appellee or counsel for the appellee would affix not only the receiver's signature but also the date on which the document was received. That would alleviate any dispute or claim as to the date of service, and the burden for any failure in that regard was strictly on the appellant, not the court. This was the intent of the Legislature and the parties and the courts are obligated to abide by the dictate and the intent of the statute rather than continuing to rely on the appealed statute and pretending that that law had not been changed. We must sound the warning that any failure by the appellant to adhere to the provisions of the new law, forty years old, will result in our dismissal of the appeal in every

instance where there is a failure by the appellant to comply with the requirements. We will not vary the intent of the Legislature as we are not authorized by law to do so.

This Court has declared that the passing of a new Civil Procedure Law took effect immediately upon publication and, henceforth, governed the appellate procedure as of the date of publication. Indeed, the Code its lf stipulates, at section 1, that "[t]he titles [1 and 2] contained in Volume I of the Liberian Code of laws Revised are hereby adopted as the law of the Rep4blic·of Liberia and are declared to be in full force and effect and to replace all general statutory enactments amending the Civil Procedure Law and Criminal Procedure law or either to the date this Act becomes law. Hence, any failure to comply with the requirements contain therein subjects an appeal to dismissal. Karneh v. Dagadu and Gio, 20 LLR 79 (1970). The Supreme Court has said time and again that the Constitution vests the legislative powers of the Republic solely in the Legislature and that as such the Supreme Court is without the authority to legislate or extrapolate from legislation and give meaning not intended by the legislature. Kasakro Corporation v. Stewart and Winter Reisner and ·Company, 30 LLR 164 (1982); Ganta sawmill v. Tulay and Housing Builders Company, 31 LLR 3S8 (1983); The Original African Hebrew Israelites v. Lewis and Lewis, 32 LLR 3 (1984); Kennedy and Johnson-Whisnant v. Goodridge and Hilton, 33 LLR 398 (1985); Firestone Plantations Company v. The Board of General Appeals and Wilson, 34 LLR 385 (1987); Kortoe and Williams v. Inter-Con Security Systems, Inc., 38 LLR 414 (1997); The International Trust Company of Liberia v. Doumouyah et al., 36 LLR 3S8 (1898). The failure to comply with te new requirements of the statute therefore renders, the appeal dismissible. Accordingly, we herewith hold that because of the failure by the appellant to comply with the requirements of the statute governing the service and filing of the notice of completion of the appeal, as well as the faulty appeal bond, the appeal is dismissed.

The Clerk of is hereby ordered to send a Mandate down to the lower court directing the judge presiding therein to resume jurisdiction over the case and enforce the judgment of the lower court. Costs are assessed against the appellant. AND IT IS HEREBY SO ORDERED.

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Charles W. Brumskine appeared for the movants/appellees. Cooper W. Kruah of the Henries Law Firm appeared for respondent/appellant.