

OPPORTUNITIES INDUSTRIALIZATION CENTER (LOIC),

Petitioner/Appellant, *v.* **PHILIP C. WILLIAMS**, Hearing Officer, Ministry of Labour and
VICTOR M. WILLIAMS, Respondents/Appellees.

APPEAL FROM THE JUDGMENT OF THE NATIONAL LABOUR COURT,
MONTSERRADO COUNTY.

Heard: April 13, 2004. Decided: August 17, 2004.

1. Termination of the services of an employee for reason of the commission of a criminal offense, without establishing the guilt of the employee for that criminal offense, is an infringement on the constitutional rights of the employee.
2. Where an employee is dismissed for gross breach of duty, it is incumbent upon the employer to prove that the employee is guilty of committing the gross breach of duty.
3. The term “gross beach of duty” is defined as “any unprovoked assault by an employee upon the employer or his agent in the course of or arising out of employment; persistent disregard by and employee of the technical measures of safety of the staff of the undertaking, provided that the said measures have ordered the employee in writing to comply with the said rules; (c) disclosure by an employee of the working secret of the employer’s undertakings; and (d) absence of an employee for more than ten (10) consecutive days or more than twenty (20) days over a period of six (6) months without good cause, in which case the employee shall be deemed to have terminated his contract.
4. An employee can only be dismissed for gross breach of duty provided his employer properly conducts an investigation at the place of his business and in the presence of the employee so as to prove that the employee is guilty of the alleged gross breach of duty; or else the dismissal of the employee involved is legally unjustified.
5. An employer has the right to suspend his employee for a brief period of time for his alleged involvement in the misuse of the employer’s property; and this brief period of time shall consist of the period during which an investigation into the matter leading to the employee’s guilt should be instituted.
6. Where an employee is dismissed for alleged criminal conduct without trial, his dismissal is an absolute violation of the due process of law as guaranteed by the constitution.
7. It is insufficient to just inform the employee that he is dismissed for gross breach of duty without stating exactly what duty the employee has breached.
8. Where wrongful dismissal is proved, the court has the power to order re-instatement or compensation based on the employee’s length of stay and reasonable expectation, but shall not be more than two years’ pay, or five years’ pay if the employee’s dismissal was for the purpose of avoiding the payment of pension.

9. In cases of wrongful dismissal, in no case shall the amount awarded be more than the aggregate of two years' salary or wages of the employee computed on the basis of the average rate of salary received six months immediate preceding the dismissal.
10. The employer has the option to reinstate or pay compensation in the case of wrongful dismissal.

Co-appellee Victor M. Williams, Program Manager for the appellant's Grand Gedeh Satellite Program, was dismissed by the appellant for gross breach of duty. The dismissal of the co-appellee, which followed his indefinite suspension, was the result of a burglary that was reported to have occurred at the appellant's facilities Grand Gedeh Satellite Program facility, in which two water pumps were taken away. The incident occurred whilst the co-appellee served as Pro-gram Manager at the appellant's facility. The security officer at the appellant's premises had reported the burglary to the co-appellee who, in turn, had informed the police and the appellant of the incident.

A team from the appellant visited the area and prepared a report which showed that staff meetings were held with an interest group that submitted a report of an investigation purportedly carried out regarding the incident and other matters implicating the co-appellee in the misappropriation of funds belonging to the appellant. However, there were no indications that the co-appellee was ever invited to any such investigations prior to his suspension and subsequent dismissal. From this action by the appellant, co-appellee filed a letter of complaint with the Ministry of Labour, alleging unfair labour practice and demanding his just pay and other benefits.

The hearing officer ruled the co-appellee's dismissal as illegal and adjudged the appellant liable. The appellant, not being satisfied with the hearing officer's ruling, petitioned the National Labour Court for judicial review. The Court, after consideration of the petition, affirmed the hearing officer's ruling, ordered the reinstatement of the co-appellee or payment of US\$11,999.84. Not being in agreement with the said ruling, the appellant appealed to the Supreme Court for a final review.

The Supreme Court affirmed the determination of liability of the appellant made by the hearing officer and the National Labour Court relative to the dismissal of the co-appellee. The Court opined that the appellant had a duty, in accordance with the Labour Law, to first investigate the co-appellee at the work premises ensure that he was afforded due process with respect to any allegations against him concerning commission of a crime or of any conduct characterized as a gross breach of duty, as was levied against the co-appellee in the instant case. The Court noted that while the employer had the right to suspend the co-appellee from work pending the outcome of an investigation, any action which deprived him of the right to a hearing prior to his dismissal or of proof of his guilt regarding charges or allegations made against him constituted a violation of his constitutional rights and hence, a violation of the labour laws of Liberia. The Court further observed that the records were

void of any investigation having been conducted, of the co-appellee having been charged and convicted of any crime or other conduct, or of any compliance by the appellant with Section 1501 of the Labour Practices Law governing dismissal of an employee for gross breach of duty, all of which are prerequisites to the dismissal of the employee. The Court therefore held the dismissal of the co-appellee to be unjustified, illegal and wrongful.

The Court, however, disagreed with the award of the trial court, holding that the award was in excess of what is prescribed by the Labour Law. The Court stated that under the law, the appellant was obligated to reinstate the co-appellee or in the absence of such reinstatement, to pay him a total of US\$5,999.94, calculated under the schedule outlined by the Labour Law, rather than as stated by the trial court.

Benedict Holt & Othello S. Paymah of Kemp & Associates Legal Chambers, Inc. appeared for the appellant. *Yamie Gbeissay, Sr.* of Tiala Law Associates, Inc. appeared for the appellees.

MADAM JUSTICE COLEMAN delivered the opinion of the Court.

This case is before us on appeal from the ruling of the judge of the National Labour Court for Montserrado County, presided over by Her Honour Comfort S. Natt, during its March Term, A. D. 2002, confirming the ruling of the hearing officer and awarding the co-appellee herein reinstatement and/ or the sum of United States Dollars Eleven Thousand Nine Hundred Ninety-Nine and Eighty-Four Cents (US\$11,999.84) in an action of wrongful dismissal.

The records before us show that the co-appellee herein, Victor M. Williams, was employed by the appellant, Liberian Opportunities Industrialization Center (LOIC), on April 22, 1992 as procurement officer/expediter, as evidenced by a memorandum dated April 22, 1992, signed by Sakor T. Dean, finance/administrative manager of the appellant.

Co-appellee Victor M. Williams was promoted to the position of Program Manager of the Grand Gedeh Satellite Program on May 25, 1999 predicated upon the recommendation of the LOIC Personnel Committee. The promotion letter to the appellee was signed by Vera R. Gibson, Deputy National Executive Director, and approved by Edmund C. Dillon, Jr., National Executive Director. The primary duties and responsibilities of the co-appellee included, but were not limited, to the coordination of program activities in accordance with the appellant's aims and objectives, submission of timely report to the national office and protection of the assets of the Grand Gedeh Satellite. The gross monthly salary of the appellee was United States Dollars Three Hundred Thirty-Three and Thirty-Three Cents (US\$333.33), in addition to the normal fringe benefits stipulated in the USAID proposal.

On the 3rd day of June, A. D. 2000, the warehouse of the appellant was burglarized and two (2) water pump machines were stolen. The chief security officer, in person of John Yellawee, reported the burglary and theft to the co-appellee, stating that six (6) well dressed

armed men had put him at gun point, broke into the warehouse, and taken and carried away two (2) water pump machines. The co-appellee, upon receipt of this report, informed the police and CID, who arrested the two (2) security officers on duty at the time of the incident. Co-appellee Williams also reported the burglary and theft to the appellant's management.

The appellant's senior representatives visited its Zwedru Satellite Program from August 21 to 25, 2000. The visiting team's report shows that staff meetings were held with an interest group who subsequently presented its investigative report to the visiting team regarding the disappearance of the water pump machines and the misappropriation of the program's funds. The report implicated five (5) persons, including co-appellee Victor M. Williams.

On the 25th day of August, A. D. 2000, the appellant, through its acting National Executive Director, Vera Gibson Tarr, suspended the co-appellee for time indefinite off the job without pay until the two (2) missing water pumps were located and returned to the appellant's Zwedru Satellite Program. The co-appellee was informed that his status with the program would be determined after the pumps were returned to the LOIC Zwedru Satellite Program.

On the 24th day of October, A. D. 2000, appellant terminated the services of co-appellee Williams. We hereunder quote *verbatim* paragraph the letter of dismissal for the benefit of this opinion.

“The Management of LOIC regrets to inform you through this medium that your services with the LOIC Zwedru Satellite Program as its manager are terminated effective as of August 25, 2000, the date on which you were indefinitely suspended off the job without pay and endorsed by the board during its meeting of October 12, 2000 for gross breach of duty which was buttressed by your poor and unsatisfactory performance evaluation.

The co-appellee, being dissatisfied with his dismissal by the appellant, filed a complaint with the Ministry of Labour on November 27, 2000. The co-appellee alleged in his letter of complaint that he served the appellant management faithfully for seven (7) unbroken years when he was, without any just cause, wrongfully dismissed by the appellant on October 24, 2000. The co-appellee prayed the Labour Ministry to award him his just pay and benefits in keeping with the Labor Practices Laws of Liberia. The matter was assigned to Honourable Philip O. Williams, Director for Labour Standards, for hearing. The hearing officer, having heard the case on its merits, ruled on March 2, 2001. A portion of the hearing officer's ruling is quoted *verbatim* as follows:

“In consideration of these facts, it is our candid and considered opinion that complainant be re-instated and accorded all of his legal benefits as if to say that such wrongful action has never ever existed. That is to say, that he be paid as of the date of such wrongful suspension which culminated into his wrongful dismissal retroactively.

Said payment commences as of September 2000, up to 1998, when he served as procurement officer which is equivalent to sixteen (16) weeks, making a total of three thousand, six hundred sixty-six and 59/100 (US\$3,666.59) United States Dollars. Should defendant act contrary to this holding of our investigation, she should stand ready to comply with Section 9(a)(ii) of Title 19-A of the Labour Practices Law of Liberia by awarding complainant an additional sum in the aggregate of twenty-four (24) months of his basic earnings to include a month's salary in lieu of notice. That is to say, in accordance with the below calculation:

Seven (7) months accrued salary (September 2000- March 2001) x US\$333.33	
.....	US\$2,333.31
Sixteen (16) weeks accrued annual leave (\$83.33x 16).....	1,333.38
Twenty-four (24) months' salary in lieu of reinstatement..... x US\$333.33.....	7,888.92
One (1) month's salary in lieu of notice x US\$333.33.....	<u>333.33</u>
	US\$11,999.84

And it is hereby so ordered”

The appellant excepted to the hearing officer's ruling and filed a petition for judicial review before the National Labour Court, Montserrado County. The co-appellee filed his returns to the petition for judicial review. The petition was heard by Her Honour Comfort S. Natt, and on the 22nd day of March, A. D. 2002, she confirmed the hearing officer's ruling and ordered reinstatement and/or payment to co-appellee Williams the sum of United States Dollars Eleven Thousand Nine Hundred Ninety-Nine and Eighty-Four Cents (US\$11,999.84).

The appellant also excepted to the ruling of the National Labour Court judge and announced an appeal to this Court of Last Resort. In furtherance of the appeal announced, the appellant filed a 16-count bill of exceptions for our appellate review and determination. We deem counts 6, 7, 11, 12, and 14 of the appellant's bill of exceptions to be relevant to the determination of this case, and we herewith quote these counts for the benefit of this opinion.

6. That Your Honour erroneously ruled on page (4) four of your final judgment that co-respondent Victor Williams was indefinitely suspended without any investigation, contrary to the fact that he was investigated by a management team of appellant/petitioner and a report submitted before his supervision.
7. That Your Honour erroneously ruled on page (4) four of your ruling that co-respondent was illegally dismissed for criminal act without a conviction from a court of competent

jurisdiction, contrary to the dismissal letter of co-respondent which states that he was dismissed for gross breach of duty.

11. That Your Honour erroneously ruled on page (7) seven of your ruling that the charge levied against complainant is criminal in nature when nowhere in the evidence adduced at trial did complainant or appellant/petitioner show that co-respondent Victor Williams was charged with any criminal offense but rather was dismissed for gross breach of duty”

12. Also because even though appellant/petitioner adduced at trial evidence that co-respondent Victor Williams was assigned with the Grand Gedeh Project as a new employee, Your Honour inadvertently and erroneously ruled on page (7) seven of your ruling that he was not a new employee at the time he was assigned with the Grand Gedeh Project.

14. Because Your Honour was prejudiced when Your Honour unilaterally, illegally and erroneously awarded the amount of United States Dollars Eleven Thousand Nine Hundred Ninety-Nine and Eighty-Four Cents (US\$11,999.84) to co-respondent Victor Williams as just compensation, contrary to the weight of the evidence adduced at trial by complainant to legally and justifiably support the award.”

Counsels for co-appellee Victor Williams, in their brief and argument before us, contended that co-appellee Victor Williams was never investigated and convicted by a court of competent jurisdiction upon which he was dismissed by the appellant. Co-appellee maintained that the management of LOIC had failed to prove its case against co-appellee Victor Williams as required by law, in support of the gross breach of duty alleged by the appellant. They also contended that the hearing officer applied the relevant law, in consideration of the facts presented and gave the proper award in favor of co-appellee Victor Williams, which they requested this Court to increase from the date of the hearing officer’s ruling.

The two issues for our consideration are:

1. Can an employee be suspended for an alleged criminal conduct and without being tried in a court of competent jurisdiction, subsequently be dismissed for gross breach of duty?
2. Was the award of US\$11,999.84 to co-appellee Victor M. Williams legally justifiable and in support of the evidence adduced at the trial?

We shall discuss these important issues in the descending order.

Recourse to the records in this case revealed that the management team of the appellant visited its Zwedru Satellite Program from August 21 to 25, 2000, and prepared an assessment report based on some interest group investigative report regarding the disappearance of the water pump and the misappropriation of the program’s funds. The report implicated five (5) persons, including co-appellee Victor M. Williams who was suspended on August 25, 2000 for his alleged involvement in the disappearance of the water pumps. On October 25, 2000 co-appellee Williams was dismissed, retro-active to the date of his suspension, for gross breach of duty.

The Court finds that the indefinite suspension and subsequent dismissal of co-appellee Williams for alleged gross breach of duty without any investigation conducted into the allegation of the disappearance of the water pumps was unjustified.

This Court opined in *Bong Mines Company v. Willie Ragland et al.*, 36 LLR 677 (1990), Syl.1, text at pages 685- 686 that: “Termination of services of an employee for reason of the commission of a criminal offense, without establishing the guilt of the employee for that criminal offense, is an infringement on the constitutional rights of the employee.”

This Court states however that if the co-appellee was dismissed for gross breach of duty, as stated in the letter of dismissal, it was incumbent upon the employer to prove that the employee was guilty of committing a gross breach of duty. The term gross breach of duty is defined in Section 1508, sub-section 2(a), (b), (c) & (d) of the Labour Practice Law of Liberia as:

- (a) Any unprovoked assault by an employee upon the employer or his agents in the course of or arising out of employment;
- (b) Persistent disregard by an employee of the technical measures of safety of the staff of the undertaking provided that the said measures have been embodied in rules posted as required by law and the employer or his agent have ordered the employee in writing to comply with the said rules;
- (c) Disclosure by an employee of the working secret of the employer’s undertakings;
- (d) Absence of an employee for more than ten (10) consecutive days (or more than 20 days over a period of six (6) months) without good cause, in which case the employee shall be deemed to have terminated his contract. Save in the case of *vis major*, an employee shall be required to notify the employer of his agent of the reason for his absence.”

The Supreme Court, interpreting this statute, had this to say:

“Our interpretation of the above quoted law (Section 1508(5)) is that the Legislature intended that before an employee can be dismissed by his employer for having allegedly committed gross breach of duty, there must be an investigation properly conducted at the place of business of the employer to establish the accused employee’s innocence or guilt; or else the dismissal of the employee involved is legally unjustified.” *United Liberia Rubber Corporation and the Chairman of the Board of General Appeals v. McCauley*, 29 LLR 342 (1981); *Wilson v. Firestone Plantation Company*, 34 LLR 134 (1986), Syl. 21, text at 142-144.

We hold therefore that an employee can only be dismissed for gross breach of duty provided his employer properly conducts an investigation at the place of his business, and in the presence of the employee so as to prove that the employee is guilty of the alleged gross breach of duty. On October 25, 2000, when co-appellee Victor Williams was dismissed, he was serving an indefinite suspension. As such, there is no indication that he was present at the place of business for the investigation said to have been conducted by the visiting team since no investigation could have been conducted in his absence. We therefore conclude that no investigation was conducted by the appellant management, involving the co-appellee,

concerning the missing water pump machines and that investigation alleged to have been conducted was done in his absence and without his participation.

The appellant only alleged that co-appellee Victor M Williams was dismissed for gross breach of duty, but the records before us do not establish the act of co-appellee Williams that constituted the gross breach of duty. The co-appellee was not dismissed for any of the acts and violations enumerated herein above. Instead, he was dismissed by the appellant management for the two missing water pumps as evidenced by the letter of suspension upon which he was subsequently dismissed. Thus, his dismissal was for the alleged commission of a criminal offense rather than a gross breach of duty as alleged in the letter of dismissal.

The testimony of the personnel director, G. Victor Brown, Sr., on February 2, 2001 is contrary to the content of the letter of suspension upon which the co-appellee was dismissed. We hold that this evidence, produced by the appellant at the trial, was insufficient to prove gross breach of duty.

The appellant, the Liberian Opportunities Industrialization Centers (LIOC), has the right as an employer to suspend any of its employees for a brief period of time within which it should institute an investigation into the alleged involvement of its employee in the commission of an offense against the employer or of an alleged gross breach of duty.

Contrary to the above, we have observed in the records before us that the appellant never investigated co-appellee Victor M. Williams before his suspension for the two missing water pumps. An unsigned report, found in the records, shows that several meetings were held with the staff and an interest group, at which time the operation of the program was discussed. One of such issues discussed was the missing water pump. The report also stated that on August 24, 2000, the interest group presented its investigative report to the visiting team. Based on the interest group's investigative report, which was not part of the records, suspension letters were written to those who were involved in the disappearance of the water pumps and the misapplication of the program's funds. Co-appellee was suspended for his involvement in the disappearance of the water pumps. The report does not indicate how the investigation was conducted and the actual involvement of co-appellee Williams. Neither was the co-appellee charged and convicted in a court of competent jurisdiction for his alleged involvement in the disappearance of the two water pumps, for which he was suspended and subsequently dismissed on the ground of gross breach of duty.

In *Bong Mines Company v. McDowald*, 28 LLR 14 (1979), at Syl. 2, this Court held that:

“An employer has the right to suspend his employee for a brief period of time for his alleged involvement in the misuse of the employer's property; and this brief period of time should consist of the period during which an investigation into the matter leading to the employee's guilt should be instituted.”

The dismissal letter, which was based on the letter of suspension, informed the co-appellee of his dismissal for gross breach of duty. When the appellee was suspended for his

involvement in the two missing water pumps, he should have been investigated, charged and convicted in a court of competent jurisdiction before his dismissal.

The appellant was duty bound to investigate co-appellee Victor M. Williams subsequent to his suspension on August 25, 2000, and prior to his dismissal on October 24, 2000. This Court says that the period of co-appellee Williams suspension prior to his dismissal should have consisted of the period during which the appellant should have conducted an investigation to establish the innocent or guilt of the co-appellee.

Although the co-appellee was dismissed under section 1508(5) of the Labor Practices Laws, the appellant did not comply with the law which requires an investigation at the place of business of the employer to establish what duty the co-appellee had breached. There is no showing that co-appellee Victor M. Williams was ever tried in a court of competent jurisdiction to establish his guilt or his involvement in the missing pumps before the termination of his services by the appellant. This Court wonders on what basis the appellant dismissed the co-appellee without a trial consistent with due process of law. In *Bong Mines Company*, quoted *supra*, this Court held that “[w]here an employee is dismissed for an alleged criminal conduct without trial, his dismissal is an absolute violation of the due process of the law as guaranteed by our constitution.”

The second and final issue for our consideration is whether the award given by the hearing officer to co-appellee Victor M. Williams, in the amount of United States Dollars Eleven Thousand Nine Hundred Ninety-Nine and Eighty-Four Cents (US\$11,999.84), and upheld by the National Labour Court, was legally justifiable and in support of the evidence adduced at the trial? The appellant contended that the award of United States Dollars Eleven Thousand Nine Hundred Ninety-Nine and Eighty-Four Cents (US\$11,999.84) was unjust because the dismissal of co-appellee Victor M. Williams was justifiable and legal under the labour laws.

We shall now examine the evidence adduced at the trial before the hearing officer at the Ministry of Labour so as to determine whether the award of United States Dollars Eleven Thousand Nine Hundred Ninety-Nine and Eighty-Four Cents (US\$11,999.84) to co-appellee Victor M. Williams was legally justifiable.

Co-appellee Williams testified before the hearing officer on December 19, 2000. He stated, among other things, that the chief security in person of John Yellweld went to his house at about 4:00 am. on June 3, 2000, and informed him of the burglary into appellant's warehouse and the theft of two water pump machines by six (6) well-dressed armed men; that he immediately contacted the CID who arrested the two security officers on duty for questioning; that he reported the incident via radio to the appellant about the missing pumps; that Miss Vera Gibson Tarr, acting National Executive Director, visited the Station on August 22, 2000, and without conducting an investigation regarding the missing pumps, suspended him on August 25, 2000 for time indefinite without pay, and subsequently

dismissed him on October 24, 2000 for gross breach of duty, making reference to her letter of suspension of August 25, 2000.

The records in this case show that Col. Sekaye C. Brown, Jr., General Commander, CID, Grand Gedeh County Police Detachment, also testified on January 8, 2001, to the effect that the co-appellee reported the two missing water pumps to the police who then arrested the watch men on duty at the time of the incident. He also testified that the two security men did not link co-appellee Victor M. Williams to the theft of the machines, and that the CID informed the appellant to produce the serial numbers of the two water pumps so that it could take delivery of the pumps that had been found, but the appellant refused to.

At the trial, neither Vera Gibson Tarr, who headed the management team to Zwedru, nor any member of said team, testified before the hearing officer to rebut the testimony of co-appellee Victor Williams and CID Commander Brown. Instead, the records show that the personnel director of appellant, Mr. G. Victor Brown, Sr., who was not a member of the visiting team to Zwedru, was the sole witness of the appellant, and testified to the effect that co-appellee Victor M. Williams was dismissed for a gross breach of duty. We hold that it is insufficient to just inform an employee that he is dismissed for gross breach of duty without stating exactly what duty the employee has breached.

During the argument of this case, the appellant asserted that the dismissal of co-appellee Victor M. Williams for gross breach of duty was legal because the appellant had conducted an investigation, based upon which the co-appellee was dismissed; that co-appellee Victor M. Williams, as a manager, was placed in a higher position of trust and responsibility to protect the property of the management, which duty he failed to perform; and that the award of United States Dollars Eleven Thousand Nine Hundred Ninety-Nine and Eighty-Four Cents (US\$11,999.84) was unjust on the ground that the dismissal of co-appellee Victor M. Williams was justifiable and legal under the laws of Liberia.

Counsels for co-appellee, in counter argument, contended that co-appellee Victor M. Williams was never investigated and convicted by a court of competent jurisdiction, based upon which he was dismissed by the appellant. The appellees maintained that the management had failed to prove its case against co-appellee Victor M. Williams, as required by law, in support of the gross breach of duty. They contended that the hearing officer applied the relevant law in consideration of the facts presented and gave the proper award in favor of co-appellee Victor M. Williams.

We conclude that the appellant wrongfully dismissed the co-appellee and that the co-appellee did establish his wrongful dismissal by a preponderance of the evidence before the hearing officer at the Ministry of Labour. The evidence showed that no investigation was conducted, as required by law, to establish the alleged gross breach of duty. The co-appellee was never convicted in a court of competent jurisdiction for the disappearance of the two water pumps. We agree, however, with the contention of the appellant that the award of United States Dollars Eleven Thousand Nine Hundred Ninety-Nine and Eighty-Four Cents

(US\$11,999.84) to co-appellee Victor M. Williams is unjust even though his dismissal was unjustifiable, illegal and wrongful.

We hold that the co-appellee, having been wrongfully dismissed by the appellant, for reasons already stated in this opinion, the co-appellee is entitled to his legal and just compensation under the Labour Laws of Liberia. Section 9, Part I, of the Labour Practices Law of Liberia, provides that where wrongful dismissal is proved, the court shall have power to order reinstatement or compensation based on the employee length of stay and reasonable expectation, but shall not be more than two years' pay, or five years' pay if the employee's dismissal was for the purpose of avoiding the payment of pension. In no case shall the amount awarded be more than the aggregate of two years salary or wages of the employee computed on the basis of the average rate of salary received six months immediate preceding the dismissal. The employer is however granted the option to re-instate or to pay compensation.

It is therefore the opinion of this Court that there is no justification for the award to the co-appellee of (a) sixteen (16) weeks accrued annual leave, and (b) seven (7) months accrued salary (September, 2000 to March, 2001). Entitlement to such award was never claimed or proved at the trial and is not in conformity with the Labour Laws of Liberia on wrongful dismissal. They are therefore disallowed.

Wherefore, and in view of the foregoing, the appellant is hereby ordered to re-instate co-appellee Victor M. Williams plus make payment to him of two (2) months' salary to represent the period of suspension, or if the appellant chooses not to reinstate the co-appellee, the appellant management is hereby ordered to pay eighteen (18) months' salary at the rate of United States Dollars Three Hundred Thirty-Three and Thirty-Three Cents (US\$333.33), amounting to United States Dollars Five Thousand Nine Hundred Ninety-Nine and Ninety-Four Cents (US\$5,999.94), plus one month's salary in lieu of notice, to equal a total of United States Dollars Six Thousand Three Hundred Thirty-Three & Twenty-Seven Cent (US\$6,333.27).

The Clerk of this Court is hereby ordered to send a mandate to the court below commanding the presiding judge therein to resume jurisdiction and give effect to this ruling. Costs are ruled against the appellant. And it is hereby so ordered.

Judgment affirmed with modification.