

GEORGE NASSRE, Appellant, v. **CAROLINE COOPER-KANDAKAI**,
Appellee.

MOTION TO DISMISS AN APPEAL.

Argued March 24, 1954. Decided May 28, 1954.

Where provision for monetary penalty in the indemnification clause of an appeal bond is omitted, a motion to dismiss the appeal will be granted.

On motion to this Court to dismiss an appeal of an action of damages for injury to personal property, *motion granted*.

J. Dossen Richards for appellant. *William A. Johns* for appellee.

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

Although the records certified to this Court indicate that there are several substantive issues in this matter, nevertheless, because of a motion to dismiss the appeal of appellant filed by the appellee, this Court is unable to dispose of the issues and must refrain from opening the records in this case.

Counsel for appellee in this case filed a motion to dismiss the appeal on the grounds that:

". . . the statutes controlling appeals from lower courts to the Supreme Court of Liberia positively prescribe the manner in which an appeal before this Court may be entertained, and the omission of any essential requisites renders said appeal null and void. The appeal bond filed in this case is totally defective in that said appeal bond fails to fix any monetary penalty for which the indemnification clause would bind both the sureties and the principal, thereby holding them answerable for non-compliance with their obligation. The omission of such an indispensable requisite in said appeal bond makes said bond totally defective and dismissable."

The following is an excerpt from the appeal bond filed by appellant :

"That we, George Nassre, appellant-defendant, and Edith Richardson, and T. Lafayette Toles, sureties, all of the City of Monrovia, County and Republic aforesaid, each being a freeholder and householder within the Republic aforesaid, are held and

firmly bound unto the Sheriff of Montserrado County in the sum of . . . to be paid to Caroline Cooper, plaintiff-appellee, or her legal representative, for which payment we bind ourselves and our personal representatives jointly and severally firmly by these presents."

It is clear that there is no definite amount stipulated in the appeal bond by which the appellee would be indemnified.

Repeatedly, and not without avail, we have held fast to the mandatory statutory requirements for appeals to this Court. (L. 1938, ch. III, sec. I.) Violation of the provisions of this statute renders an appeal materially defective. In this case the appellant was required to indemnify the successful party, in a sum one and one-half times the amount involved in the litigation, from all injuries, damages or losses said party might sustain by the appeal.

In consequence of appellant's omission of an essential element of the appeal bond herein, we must dismiss the appeal and order the lower court to enforce its judgment with costs against the said appellant; and it is hereby so ordered.

Motion granted.