**The Management of the National Port Authority (NPA)** of the City of Monrovia, Liberia, APPELLANT VERSUS **Her Honor, Comfort S. Natt,** Judge, National Labour Court for Montserrado County, **Honorable Nathaniel S. Dickerson**, Hearing Officer, Ministry of Labour and **Managers Association** of the National Port Authority (NPA), also of the City of Monrovia Liberia, APPELLES

APPEAL

**LRSC 37**

Heard: June 13, 2014 Decided: August 14, 2014

MR. JUSTICE JA'NEH DELIVERED THE OPINION OF THE COURT.

Perusal of the records certified to this Court reveals the following:

On August 2, 2006, the National Port Authority Managers Association, appellee, thru their Legal Counsel, Sherman and Sherman, Inc., lodged a formal complaint against the National Port Authority, appellant in these proceedings, before Honourable Samuel Kofi Woods, Minister of Labour. The complaint alleged that the appellant has refused to settle unpaid housing allowances to appellee's members.

For the benefit of this Opinion, it is appropriate to reference the below reproduced complaint which essentially initiated this action.

complainant in the above entitled cause of action complains the within named Defendant in form and manner as follows, to wit:

1. Complainant says that its membership is made up of Managers, Assistant Manager and Port Managers of Defendant on whose behalf the instant complaint is being filed.

2. Complainant says that by Memorandum No. 192 dated December 20, 2000, issued by Defendant, Defendant undertook to pay housing allowances to Complainant's membership effective January 1, 2001, in an effort to alleviate the financial hardship faced by Complainant's membership in order to enhance their productivity, in the following form and manner:

| Position | Monthly Allowance | Quarterly Allowance |
|---|---|---|
| Managers | US$300.00 | US$900.00 |
| Assistant Managers | US100.00 | US$750.00 |

| | | |
|---|---|---|
| Port Managers | US$300.00 | US$2,250.00 |

Attached hereto and marked as Complainant's EXHIBIT "C/1" is a copy of said Memorandum No. 192 to form a cogent and integral part of this complaint.

3. In keeping with the terms of Memorandum No. 192, attached hereto and marked as Complainant's Exhibit C/1Defendant began to pay and continued to make payment of the amounts mentioned in Count Two (2) to Complainant's membership up to, and including the first quarters of 2003. Thereafter, no further payment was made to the membership of Complainant. Accordingly, Defendant became obligated to Complainant's membership for the period commencing from the second quarter of 2003, up to and including the second quarter of 2006, in form and manner as follows:

| YEAR | NO. OF UNPAID QUARTERS |
|---|---|
| 2003 | 3 |
| 2004 | 4 |
| 2005 | 4 |
| 2006 | 2 |
| | 13 |

Complainant submits that the aggregate amount due, outstanding and payable to the membership of Complainant for the thirteen (13) quarters indicated herein is US$743,750 (United States Dollars Seven Hundred Forty-Three Thousand Seven Hundred Fifty), as calculated in the attached summary of housing allowance analysis attached hereto and marked Complainant's EXHIBIT "C/2" to form a cogent and integral part of this complaint.

4. That in 2005, Complainant's executives and Defendant had several meetings in respect of the payment of Complainant's membership housing allowance and thereafter, by a letter dated March 30, 2005, Defendant undertook to begin payment of Complainant's membership allowance effective May 2005. Notwithstanding, Defendant did not pay any portion of Complainant's membership outstanding housing allowance. Attached hereto and marked as Complainant's EXHIBIT C/3 is a copy of Defendant's letter, undertaking to pay Complainant's membership housing allowances effective May, 2005.

5. That by Memorandum No. 068 dated March 16, 2006, the Managing Director of Defendant, Honourable Togba G. Ngangana directed the Comptroller of Defendant to commence immediate payment of housing and transportation allowances to all Managers and Assistant Managers for the period covering the first quarter of 2006. Complainant submits that notwithstanding the herein mentioned Memorandum, Defendant did not pay housing allowance to Complainant's membership as directed by the Managing Director of Defendant. Attached hereto and marked as Complainant's EXHIBIT C/4 is a copy of said Memorandum No. 068.

6. That by Memorandum No. 069 dated March 19, 2006, Defendant constituted a Management Committee to review the salary structure of all defendant's employees and to arrive at a new salary structure taking into account the present day realities. This Management Committee met and at the conclusion of its review of the salary structure of Defendant's employees, recommended, among other things, that the existing policy on housing allowance on Executive [Officers] and managers be upheld and paid regularly as part of Defendant's payroll obligation. Attached hereto and marked as Complainant's EXHIBIT "C/5" is a copy of a Memorandum dated March 24, 2006, under the signature of Hon. Hans C Williams, Deputy Managing Director for Administration and Chairman, Salary Review Committee of Defendant recommending the upholding of the housing allowance policy of Defendant.

7. That notwithstanding Defendant's admission and acknowledgment of its obligation to pay housing allowance to Complainant's membership and undertaking to pay said housing allowance as averred in Counts Four (4) through six (6) above, the said Defendant has refused, failed and neglected to do so. Instead, Defendant is currently paying housing allowance to its top management personnel, including, but not limited to the Managing Director, Deputy Managing Directors and Financial Comptroller. Attached hereto and marked in bulk as Complainant's EXHIBIT "C/6" are copies each of a letter and disbursement voucher evidencing payment of housing allowance to Joyce Reeves-Woods, Comptroller, and Brima Massaquoi.

8. That as a result of the refusal of Defendant to pay Complainant's membership their accrued housing allowance despite repeated demands to do so, Complainant referred the matter of the refusal of Defendant to pay its membership their housing allowance to its Legal counsel, Sherman & Sherman, Inc. with the request that Sherman & Sherman, Inc. demand immediate settlement of the accrued and unpaid housing allowance to Complainant's membership. Accordingly, by a letter dated July 17, 2006, Sherman & Sherman, Inc., wrote Defendant demanding the payment of the amount of US$743,750 (United States Dollars Seven Hundred Forty Three Thousand Seven Hundred Fifty), representing the aggregate accrued and unpaid housing allowances due and payable to Complainant's membership. Attached hereto and marked as Complainant's EXHIBIT "C/7" is a copy of said demand letter to form a cogent and integral part of Complainant's Complaint.

9. That Defendant received Complainant's counsel letter of July 17, 2006, but elected neither to respond to said letter nor honor the demand contained therein. Hence, the filling of this complaint before this Ministry.

WHEREFORE AND IN VIEW OF THE FOREGOING**,** Complainant prays this Ministry to adjudge Defendant liable to Complainant's membership in the aggregate amount of US$743,750.00 (United States Dollars Seven Hundred Forty-Three Thousand Seven Hundred and Fifty), representing accrued and unpaid housing allowances due Complainant's membership covering the second quarter of 2003, up to and including the first and second quarters of 2006, and grant unto complainant's membership any other and further relief as this Ministry may deem just, legal and equitable in the premises.

According to the certified records, the Ministry of Labour conducted an investigation into the "Complaint". By a ruling entered on July 7, 2009, the Labour Ministry adjudged the appellant, the Management of the National Port Authority, liable and ordered it to pay the sum total of US$743,750.00 (Seven Hundred Forty-Three Thousand Seven Hundred and Fifty United States dollars) to the membership of the appellee, National Port Authority Managers Association, in satisfaction of the appellee's accrued housing allowances for a period of thirteen (13) quarters.

The Resident Judge of the National Labour Court for Montserrado County, Her Honour Comfort S. Natt, by her final ruling entered on August 9, A.D. 2010, confirmed the Labour Ministry's award in the sum of US$743,750.00 (SEVEN HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY UNITED STATES DOLLARS).In disposition of a Petition for Judicial review filed by the appellant, Judge Natt concluded in her ruling as follows:

WHEREFORE, and in view of the above facts and coupled with the legal citations and testimonies of the witnesses, Defendant Management is liable to Respondents in the amount of US$743,750.00 (SEVEN HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY UNITED STATES DOLLARS), representing Thirteen (13) quarters due them from 2003 to 2006 as per the testimonies of witnesses and the facts of the case. Therefore, the Ruling of the Hearing Officer is hereby confirmed and affirmed.

The Clerk of this Court is hereby ordered to prepare the necessary Bill of Costs and have same placed in the hands of the Sheriff of this Court for service on the parties involved for taxation and for subsequent approval by this Court. AND IT IS HEREBY SO ORDERED. MATTER SUSPENDED. [Emphasis Supplied].

Believing that neither the facts in this case nor the laws applicable thereto justified Judge Natt's final judgment, the National Port Authority (N.P.A.) excepted to said final judgment and announced an appeal to the Honourable Supreme Court. In furtherance thereto, and

consistent with the law, practice and procedure in this jurisdiction, the appellant submitted a bill of exceptions in which appellant assigned eight (8) errors to Judge Natt's final ruling. It is upon these alleged errors the appellant sought the Honourable Supreme Court's review and correction of those alleged mistakes. The appellant has prayed the Supreme Court to vacate and reverse the Labour Court's ruling to dismiss the action instituted by the appellee in its entirety, and also attach all costs of this action to the appellee, the National Port Authority Managers Association.

For the benefit of this Opinion, we here quote the assignments of errors:

1. That, Your Honour erred and made a reversible error when Your Honour ignored the facts established during the hearing that the managers who benefited from the voluntary retirement executed general releases under which they could not have filed or make any further claim against the employer, the Appellant in these proceedings.

2. That, Your Honour erred and made a reversible error when Your Honour failed to take into consideration that the releases that were executed by the Respondent were not Special Releases but General Releases as spelt out on the face of the said releases.

3. That, Your Honour erred and made a reversible error when Your Honour failed to take into account, the testimony of the Respondent second witness as found on page 30 of May 17 sitting 2007, when he confirmed that all of the managers signed the releases.

4. That, Your Honour erred and made a reversible error when Your Honour failed to take into consideration, your own definition of release as contained on the last page of your ruling when you said that the scope of release is determined by the intention of the parties as contained in the particular instrument.

5. That, Your Honour erred and made a reversible error when Your Honour failed to take into consideration the many arguments made by the Petitioner/Appellant's counsel that the Respondent/Appellee herein voluntarily requested earlier retirement, their request was reviewed at arm-length, all of the benefits determined and they voluntarily executed the General Releases.

6. That, Your Honour erred and made a reversible error when Your Honour failed to take into account the many objections raised both at the Ministry of Labour and before Your Honour that the Managers Association did not establish any legal existence to establish its capacity to institute any legal action.

7. That, Your Honour erred and made a reversible error when Your Honour failed to take into consideration that the subject action was filed by the forty-two (42) managers who were retired and paid off but used the names of other managers who have submitted no claim before this court.

8. That, Your Honour erred and made a reversible error when Your Honour failed to take into account, the principle of law laid down in the case: Inter-con Security System Vs. Perry Kerkula where the Supreme Court held that where a group of employees execute a class action, those who execute release and receive payment will be barred from exerting any claim against the employer except those who did not receive payment nor execute releases.

This Court has carefully examined the facts in this case, reviewed the ruling entered by the Labour Ministry as well as scrutinized the catalogue of errors allegedly committed by Judge Natt in her ruling confirming the Labour Ministry's ruling. We have also carefully reviewed the laws cited by both counsels in their briefs filed before us. Further, the Court has listened attentively to the oral arguments advanced by counsels during appearance before this Bar in support of their respective positions. Predicated thereon, we have determined that the outcome of this appeal hinges essentially on our answer to one germane issue: "Was the release executed by the appellee general or special in nature?'

It is appropriate to mention here that in providing answer to this central question, this Court will likewise entertain a few related issues which have been highlighted by the appellant in the bill of exceptions, urging us to reverse judgment rendered by Judge Natt.

In counts one (1) and two (2) of the bill of exceptions, it is the appellant's contention that the judge of the National Labour Court for Montserrado County committed reversible error by disregarding the facts, not in dispute; that each of the appellee Managers Association's forty-two (42) members, voluntarily executed a general release and also duly benefitted thereunder.

Having each signed a release and benefitted under the terms of the executed instrument, these beneficiaries were legally unqualified thereafter to lodge any claim/s against their employer, the appellant National Port Authority Management. This incontrovertible fact notwithstanding, as well as the clear language contained in the executed instrument, yet Judge Natt ruled that the releases did not estop the forty-two (42) executors from lodging further claims thereafter. By this ruling, appellant has contended, Judge Natt closed her eyes both to the clear inscription found on the face of the releases as well as the clear intent of the parties.

The below listed forty-two (42) NPA Managers Association's members, signed the "Releases":

1. Richard S. Toby

2. Autridge B. Lymie

3. Christine C. Weah

4. George Williams

5. Africanus Neuville

6. Abraham B. Badio

7. Prince Kimah

8. Thomas Bleh

9. Stanley H. Dennis

10. Alexander Jackson

11. David S. Wheatoe

12. Dave Varney

13. Mohammed E. Kiawu

14. George R. Diggs

15. Kardla S. Gotomo

16. Felix B. Dorbor

17. Robert Fayia

18. J. Leon Williams

19. Cegar D. Kaykay

20. James P.R. Poboe

21. Glomah Wah

22. Ted J. Barnard

23. Leviticus Roberts

24. Augustus Blibo

25. Nathaniel Copson

26. Bryant Bladee

27. Edward Nagbe

28. George K.Nyangbeh

29. James F. Coleman

30. Varney Harris

31. Abraham Tolowon

32. John Wah Mulbah

33. Ernest C. Wilson

34. Joseph Washington

35. Varney K. Jallah

36. Oral Urey

37. Christine K. Wlejlei

38. Peter W. Kabia

39. James B. Harris

40. Alhaji Seku Fofana

41. Francis S. Morris

42. Kainly B. Freeman

The Release signed by each of the listed managers/assistant managers was worded as quoted:

RECEIVED FROM THE MANAGEMENT OF THE NATIONAL PORT AUTHORITY, A PUBLIC CORPORATION SITUATED ON BUSHROD ISLAND MONROVIA, LIBERIA THROUGH THE LABOUR STANDARDS DIVISION, MINISTRY OF LABOUR THE FULL AND JUST SUM OF US$5,290.00 (Five Thousand Two Hundred Ninety United States Dollars) DUE WORKER Prince Kimah

REPRESENTING THE FOLLOWING: Underpayment...()

(a)Failure of remunerate over time work.....()

(b)Annual Leave.....()

(c) Payment in lieu of notice..... ()

(d)Illegal deduction of wages..... ()

(e)Time served..... ()

(f) Wrongful Dismissal..... ()

(g)Severance or gratuity pay..... ()

(h)Public holidays/days off..... ()

(i) Voluntary Resignation..... (x)

Signed:

WITNESS: HEARING OFFICER

SENIOR LABOUR INSPECTOR

APPROVED:

ASSISTANT MINISTER FOR LABOUR STANDARDS
DIVISION OF LABOUR STANDARDS
MINISTRY OF LABOUR

DIRECTOR OF STANDARDS
CASH AND/OR CHECK NO:

We have also found from further perusal of the certified records that each of the Releases carries the following inscription at its bottom, which reads thus:

RELEASE

THIS AMOUNT REPRESENTS MY FINAL PAYMENT/SETTLEMENT OF MY BENEFIT/ENTITTLEMENT, GROWING OUT OF MY EMPLOYMENT WITH THE ABOVE NAME EMPLOYER, NATIONAL PORT AUTHORITY. UPON RECEIPT AND AFFIX[TURE OF] MY SIGNATURF THEREON, I HAVE NO CWM(S) AGAINST THE SAID MANAGEMENT OF NPA NOW AND FOREVER, GROWING OUT OF THE EMPLOYER/EMPLOYEE RELATIONSHIP WHICH EXISTED BETWEEN ME AND THE NPA.

SIGNED:

EMPLOYEE

ISSUED THIS 30TH DAY OF JUNE 2006.

The instrument, with the quoted imprint thereon, was executed by forty- two (42) members of the appellee under circumstances that appear to be voluntary. It is of the utmost importance to note that the referenced inscription seeks to now and forever discharge the appellant of all subsequent claims and liabilities which the appellee could otherwise be entitled to. The referenced discharge" seems to be an integral part of the consideration in the negotiation leading to the execution of the instrument under review. Poignantly, the attending circumstances therefore raise this germane question: was the negotiated instrument a special Release as to permit appellee forty-two (42) members, or persons similarly situated, to make subsequent claims arising from the employer-employee relationship?

In her final ruling, Judge Natt did pass on the question whether the releases issued by the NPA Managers Association were special, intended for specific claims. We quote below the relevant part of her ruling:

Touching on the second issue and looking at the Receipt/Releases executed by the Respondents in favour of the Petitioner, even though, amongst other things, state that: "Upon receipt and affixture of my signature thereon, I have no claim against the employer/employee relationship which existed between me and the NPA Management, we feel and think that such wordings would give any rational being the understanding that the Management of NPA is no longer obligated to the Respondents.

However, looking at the Action that was filed before the Ministry of Labour, one would say that the Releases signed by the Respondents were for specific reasons, as shown on the Release Forms. The Releases exhibited by the Respondents and attested to by the Ministry of Labour were either for EARLY RETIREMENT, Voluntary Resignation, and/or others, etc., etc., and not for the HOUSING ALLOWANCE as per Respondents' Cause of Action. Even at that, the records reveal that out of the 131 Respondents, some of them have received part payment of these benefits, such as transportation, while others did not at the time. Notwithstanding, those who did not receive at the time, the records showed that they received $2,000.00 Liberian Dollars across the board. As we can see, the request of the Respondents for their Housing Allowance is based upon MEMORANDUM #192, dated December 20, 2009, to the Comptroller from the Managing Director. We shall quote this MEMORANDUM for the benefit of this Ruling, as follows:

NATIONAL PORT AUTHORITY
Bushrod Island
P.O. Box1849
Monrovia, Liberia
Cable Address: NATPORT
Telex: 44275

MEMORANDUM
#192

To: The Comptroller

From: The Managing Director (signed)

Subj: Housing Allowance

Date: December 20, 2000

Further to Management's desire to make its staff comfortable and thereby induce productivity, you are hereby authorized to make a monthly housing allowance of US250.00 or quarterly US$750.00 to all Managers. This is effective as of January 1, 2001.

Mindful of the fact that benefits are flexible upwards, all Managers who are presently receiving more than the amount mentioned supra will be affected Only those below must be adjusted accordingly.

Kind regards.

Cc: DMD/A

DMD/O

HRD

ABG/OST/hsh

To buttress the Memo of December 20, 2000, on March 30, 2005, one M.A. Dennis received and signed for a letter addressed to Mr. Peter W. Kabia, Chairman, NPA Managers Association, stating that after several meetings with the Executive of the Association, Management had agreed to commence payment of the outstanding and current Housing Allowances for Managers and Assistant Managers effective May 2005, for the past 8 quarters beginning April, 2003 up to and including March 31, 2005. This letter was approved by Joe T. Gbala, Managing Director.

Having taken a keen look at the Releases issued by the Respondents in favour of Petitioner, being specific in nature and for a particular cause, one would consider said Releases as special and specific. The case BONG MINING COMPANY (BMC), Appellant vs. Amos Bah, Appellee, 35 LLR, Syl. 3, reads:

where a release is issued for a cause, it releases the releasee from further obligation to the releaser with respect to that cause.

Unlike the general release, the Respondents were specific in the releases they issued. It was either for Early Retirement, Voluntary Resignation, etc. etc. The Action filed at the Ministry of Labour from which this Petition grew, is for Housing Allowance, which is not indicated on any of the releases.

Also, in the case: NATIONAL PORT AUTHORITY (NPA) VS. EDWIN MASSAQUOI, 38 LLR, 195, Syl. 2, read·

The execution by an employee of a release of all claims for wages, or of his rights against the employer, is void and ineffective unless there has been full payment of the amounts due to the employee.

The Supreme Court of Liberia also held in the case: INTER-CON SECURITY SYSTEM, INC vs. PERRY KERKULA ET AL., 41 LLR,107, Syl. 3, that:

The scope of a Release is determined by the intention of the parties as expressed in the terms of the particular instrument, considered in the light of all the facts and circumstances.

WHEREFORE, and in view of the above facts and coupled with the legal citations and testimonies of the witnesses, Defendant Management is liable to Respondents in the amount of US$743,750.00 (SEVEN HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY UNITED STATES DOLLARS}, representing Thirteen (13) quarters due them from 2003 to 2006.

The laws in this jurisdiction applicable to release, be it special or general, are abundantly clear. Speaking for the Court in the case, Monrovia Construction Corporation v. Wazami, Mr. Justice Henries first defined the term release as "a writing manifesting an intention to discharge another from an existing duty, and it must be signed by the party executing the release, but it need not be signed by the party being released Id. 23 LLR 58, 63 (1974). Also in that Opinion, the Supreme Court spoke of the person competent to execute a release in the following words [o]ne who has a contractual right against another, or a right to compensation or to restitution by reason of another's breach of his contractual duty, has the power to discharge his right and the other's duty by the execution and delivery of a release. ld 63.

Release, without a doubt, has been uniformly held to be the intentional relinquishment of a known right with both knowledge of its existence and an intention to relinquish it. In other words, the execution of a release by a party constitutes the intentional relinquishment of a known right. Horton v. Horton, 14 LLR 57, 62 (1960); Kobina et al. v. Abraham 15 LLR 502, 507-8 (1964).

The Supreme Court, subscribing to the rule of general acceptance that the intention of the parties determines the character of a release, accordingly adopted a common law principle of construction in this respect. In the case, Inter-Con Security Systems, Inc. v. Williams, Kerkula et al., this Court held:

"The scope of a release is determined by the intention of the parties as expressed in the terms of the particular instrument, considered in the light of all the facts and circumstances. The intention of the parties is to be gathered from the entire instrument where that is possible. In interpreting a release to determine whether a particular claim has been discharged, the primary rule of construction is that the intention of the parties shall govern and this intention is to be determined with a consideration of what was within the contemplation of the parties when the release was executed, which in turn is to be resolved in the light of all of the surrounding facts and circumstances under which the parties acted" 41LLR 107, 113 (2002).

From a review of the laws governing the construction of a release, it seems clear in this jurisdiction that where a release has been executed and same found to be fully insulated within the safeguards of the law, estoppel will apply to future claims against the releasee. As to whether the release executed was intended to discharge the releasee of all future claims and liabilities, or specific to a few, is a function of the parties' intention, determinable from all the circumstances attending to the execution of the release in question.

Reverting to the facts detailed in this Opinion, we find ourselves unable to agree with the conclusion reached by the learned judge that the releases under review were special and specific. Her interpretation and the application of the laws controlling to the incontrovertible facts in the instant case, to say the least, is grossly troubling.

Firstly, Judge Natt, in her ruling, concedes that the release executed by the appellee Association's forty-two (42) members, was clear on its face. The critical wordings of the release were:

This amount represents my final payment/settlement of my benefits/entitlement, growing out of my employment with the above named employer, National Port Authority. Upon receipt and affixture of my signature thereon, I have no claim(s) against the said Management of NPA now and forever, growing out of the employer/employee relationship which existed between me and the said NPA.

The release as worded would seem to convey the solemn undertaking by the forty-two releasers to discharge the releasee, the NPA Management, from all claims "now and forever" so far as any such claim/s are the outcome of the erstwhile employer/employee relationship between the parties. Unless the attending circumstances present a compelling reason to the contrary, it seems rather difficult to conclude rationally that the carefully worded and executed instrument was a special release.

We must note here that Judge Natt, in her conclusion declaring the release as "special" and not general, relied on three cases: Bong Mining Company (BMC) v. Amos Bah, 35 LLR 513 (1988); National Port Authority (NPA) v. Edwin Massaquoi et al., 38LLR 195 (1996); Inter-Con Security System Inc. v. Williams Kerkula et al., 41LLR 107 (2002).

In the case, National Port Authority (NPA) v. Edwin Massaquoi et al., decided by the Supreme Court in 1996, Appellant NPA Management stated that the appellees had earlier filed an action of Unfair Labour practice and claimed transportation and leave pay benefits. Appellant further stated that said action was withdrawn and a settlement was reached between the parties. Consequently, a compromised amount was paid for annual leave and accrued transportation benefits. Releases were executed "therefor" in favour of the appellant. The appellant had therefore urged the Supreme Court to disregard the new action of Unfair Labour practice, claiming accrued pension refund under the pension scheme run by the appellant, was barred

by the principle of res judicata, as the releases also executed discharged the appellant from claims arising from the same employer/employee relationship, especially the same action of Unfair Labour practice.

This Court, being disinclined to accept that contention, held as stated:

On the issue of release, we observe that appellees executed a release in favour of the appellant on the 17h day of September A.D. 1993, for the payment of their accrued transportation and leave benefits. This release did not include the claim for insurance benefits as such claim was not included in their previous action.

Adopting a common law principle, the Supreme Court then held to wit:

The execution by an employee of a release of all claims for wages or of his rights against the employer under the Fair Labour Standards Act is void and ineffective, unless there has been full payment of the amounts due the employee under the Fair Labour Standards Act. Consequently, the execution by an employee of a release of his rights against the employer does not bar the employee from subsequently asserting these rights and does not constitute a defence by the employer to an action by the employee under the Fair Labour Standards Act Id. 202.

Judge Natt also cited and relied on Bong Mining Company (BMC) v. Amos Bah, 35 LLR 513 (1988). The facts in that case reveal that the appellee, Amos Bah, an employee of the appellant, Bong Mining Company, worked as a Heavy Duty caterpillar Machinery Operator. While in the appellant's vehicle on his way to work, the appellee was involved in a vehicular accident from which he sustained multiple fractures. The appellee was treated at the appellant's hospital and declared relatively well. But subsequently, the appellee was examined at the JFK Memorial Hospital. There he was advised not to operate heavy duty vehicles. Medical examination conducted at the JFK Hospital established that the appellee's condition of permanent partial disability was caused by the injury he sustained from the car accident. The appellee was accordingly advised to drive light vehicles.

Few years thereafter, the appellee's position was declared redundant. He was paid for redundancy and compensation for disability. Based on appellant's requirement, appellee executed a release. The release as executed affirmed full payment of all compensations to him by the appellant. The release specifically discharged the appellant of all compensations and further claims against the appellant.

Noteworthy is that the appellee accepted to sign the release only if allowed to place thereon 'protest for the balance': His subsequent claim for compensation for the injuries sustained was denied by the Ministry of Labour for reason that appellee had duly executed a release discharging the appellant of all future liabilities. The National Labour Court for Montserrado County reversed the Board of General Appeals' ruling confirming the Hearing officer decision.

The Court awarded the appellee compensation, notwithstanding appellee's execution of a release. Bong Mining Company appealed the Labour Court's decision to the Supreme Court.

In disposition of the appeal, the Supreme Court addressed the question whether the release issued by the appellee with the notation protest for the balance or with reservation, which release sought to absolve the appellant from further claims, constituted a bar to making future claims. This Court's answer was in the negative.

Mr. Chief Justice Gbalazeh, speaking for the Court without dissent, held as follows:

That a release issued with a proviso that it is being issued on protest for balance cannot be a bar to further claims for the said balance.

The case cited is clearly unlike the one at bar. In the case under review, the releaser intended and did reserve the right to make further claims by the insertion of the words: protest for balance. No such proviso was imprinted on the face of any of the forty-two (42) releases executed by the appellee Managers and Assistant Managers. The facts and circumstances of the instant being not similar to those of the Bong Mining case, it therefore follows that the legal principle enunciated in the Bong Mining case is simply not applicable to the case at bar. We cannot accept that the learned judge will cite this case as her reliance. Her conclusion was therefore erroneous.

The case, Inter-Con Security System Inc. v. Williams Kerkula et al, 41LLR 107 (2002), was Judge Natt's third reliance. In that case, Co-appellee Pero M. Kerkula and others executed a similar release which reads thus:

REPUBLIC OF LIBERIA)

MONTSERRADO COUNTY)

SPECIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that /, PERO M KERKULA, the undersigned, of the City of Monrovia do hereby accept the amount of Five Hundred United States dollars (USD$500.00), as being final pay[ment] of my TERMINATJON which was in keeping with the Labour Law. Therefore, having received the above mentioned sum, I do hereby voluntarily discharge forever Inter-Con Security Systems, Inc., its owners, affiliate or associate companies, of any suit, action, claims and demands in connection with my termination whatsoever, both in law and equity.

And I undertake and promise never to institute any other claim, suit, action or demand before any court of law or administrative agency or public authority in regards with my termination claim during or after my entire tenure of employment with the management of Inter-Con Security Systems, Inc.

In view of the foregoing, I hereby declare that I have no further claim or claims against the Management of Inter-Con Security Systems, Inc. whatsoever, growing out of my termination. IN WITNESS WHEREOF, I HAVE ON THIS 1ST DAY OF MAY, A.D. 1995, EXECUTED THIS SPECIAL RELEASE..."

When their services were terminated, the appellees filed an action of Unfair Labour practice. They claimed payment for pre-employment training period, the in-service training period, the muster roll call, and payment or compensation of daily wages for being ordered to return home after muster or roll call.

The caption of the instrument executed by the former workers was "Special Release': This caption seemed to have tempted these former employees to believing that they were not barred from lodging future claims against their former employer, the Inter-Con Security Systems Inc. If the clear caption of the release was anything to be guided by, the workers' belief appeared justified. The caption said it all: the former workers discharged the employer of specific obligations only. The Labour Ministry dismissed the claims on ground that the release executed barred the workers from making any future claims against their former employer, Inter-Con Security Systems, Inc.

However, the National Labour Court took the view that the release was special as its caption clearly and unambiguously reflected. The court therefore entertained the workers' claims and awarded them further compensation in the amount of US$155,776.32 One Hundred Fifty-five Thousand Seven Hundred Seventy Six United States dollars & Thirty-two Cents).

On appeal, the Supreme Court agreed with the decision of the Labour Ministry dismissing the workers' claims against the appellant, thereby setting aside the ruling entered by National Labour Court. In that Opinion delivered by Madam Chief Justice Scott, the Supreme Court held that the former workers were not entitled to any further compensation. The executed instrument, according to this Court, should be construed on the basis of the "intention of the parties". The Court stated its position thus:

"..this Court concludes that the clear, unambiguous and expressed intent of each appellee who affixed his/her signature to the release under review is that he/she relinquished all rights whatsoever to continue the prosecution of the action pending and the right to bring a suit or action in the future, thereby absolving the appellant [the Inter-Con Security Systems, Inc.] of any current or future liability to the appellees which has or may accrue as a result of the appellees tenure of service with the appellant, as well as the subsequent summary termination of appellees' services by appellant."

In view of the foregoing, this Court confirms and affirms the ruling of the hearing officer in part, as far as it affects all of the appellees who signed the release under review. This Court

finds that the hearing officer was correct in part and acted within the pale of the law in handing down a ruling, after an investigation, which dismissed the complaint of unfair labour practice on the ground that the appellees had terminated the suit when they voluntarily signed the release. This Court therefore finds that those appellees who voluntarily signed the release consented to terminate this action and to extinguish all future claims and demands against appellant. Accordingly, the complaint and the entire action of unfair labour practice are ordered dismissed with respect to all former employees or their representative who affixed their signatures to the said release."

We must here note also that appellee's counsel has cited the case, The Management of the National Port Authority v. Nagbe et al. and urged us to be guided by the legal principle enunciated therein. 35 LLR 360 (1988). However, the facts narrated in the Nagbe case are in no shape, form or character similar to those in the instant case. This Court held in that case that the claims made by the former workers who had in fact issued releases in favour of both the NPA Management and The American Life Insurance Company did not bar their subsequent claims.

We subscribe to, and are in full agreement with the principle enunciated by this Court in the Nagbe case on which Judge Natt heavily relied. The facts in the Nagbe case illustrate that the former workers, during the course of their employment, individually contributed 5% (five percent) of their gross monthly salaries to the insurance policy scheme operated and managed by the American Life Insurance Company, acronym "ALICO". The NPA Management also contributed 7% (seven percent) of the employee's gross monthly salary to the insurance policy, making the total contribution of the employee 12% (twelve percent).

Upon retirement, the workers were paid certain amounts and they executed releases in favour of ALICO and the NPA Management relieving the two institutions of all further claims. Those releases were similar in contents to the ones here in issue. Upon discovery that they were not paid their full benefits under the insurance policy, in contravention of the NPA Handbook, the workers lodged a complaint contending that they did not receive full payment of their insurance contributions plus interest. Their claims were rejected on ground that they had duly executed releases waiving all further and future claims.

On appeal, the Supreme Court reversed the Labour Court and confirmed the ruling made in favour of the workers by the Hearing Officer. This Court, speaking through Mr. Justice Junius, indicated as follows:

"The main contention which is the decisive issue in this case is whether the releases signed by the appellees (former workers) divested them of further claims against the appellant (NPA Management)? According to the NPA Handbook at page 19, entitled "Termination Benefits, an employee who terminates his services within one to five years, will receive all of his contributions plus interest thereon." This is the mode of payment stipulated by the appellant

(NPA Management) in favour of appellees (former workers) and they are entitled to receive their full contributions plus appellant's (NPA Management) contribution and interest. Appellees have all qualified to receive full contributions under the retirement scheme. Yet acting contrary to the scheme, ALICO issued a release to each employee to sign for a sum of money which did not represent the total amount due each retired employee."

The Supreme Court then held:

"The wording of the Handbook quoted above was as clear as day light and needed no further negotiations. Thus, the releases submitted to the appellees (Former Workers) and which were signed by them, but which were not fully in compliance with the Handbook, were fraudulent..."

Two basic facts distinguish the Nagbe case from many others. Firstly, the releases executed by John S. Nagbe and his fellow workers contravened the standing policy position set forth in the Handbook of the releasee, the NPA Management. Secondly, the conduct of the releasee, the NPA Management, to withhold material information on the workers' full entitlement package to be 12 % (twelve percent) plus interest, was deemed by the Supreme Court as fraudulent. Needless to state that in our jurisdiction, fraud vitiates every transaction seeking to conclude the rights of parties. Lamco v. Azam et al. 31 LLR 23, 35 (1983); Griffith v. Wariebi 35 LLR 110, 117 (1988).

Secondly, Judge Natt seemed to have disregarded the rule on construction and interpretation of a release. This was of primary importance in order to determine the intention of the parties in respect of a release.

From all that has been said, intention of the parties is the guiding principle in determining the character of a release. This is indeed the primary guidepost. It remains the legal guidance in defining whether a release is special to allow for future claims, or general, extinguishing any legal basis for subsequent claims.

But judging by her ruling, however, Judge Natt failed to carefully consider the history and surrounding circumstances which, in the first place, informed and necessitated the offer, negotiation and execution of the releases in the instant case. This was important to discerning the true intent of the parties and to aiding the court in reaching a conclusion on the character of the releases executed by the former managers and assistant managers.

Judge Natt also largely dwelled on a number of instruments in reaching her conclusion that the releases executed did not bar the releasers from instituting subsequent claims. Let's reference a relevant part of her ruling in this regard as follows:

we can see, the request of the Respondents for their Housing Allowance is based upon #MEMORANDUM #129," dated December 20, 2009, to the Comptroller from the

Managing Director. We shall quote this MEMORANDUM for benefit of this Ruling, as follows:

NATIONAL PORT AUTHORITY
Bushrod Island
P.O. Box 1849,
Monrovia, Liberia
Cable Address: NATPORT
Telex: 44275.

MEMORANDUM
#192

To: The Comptroller

From: The Managing Director (signed)

Subj: Housing Allowance

Date: December 20, 2000

Further to Management's desire to make its staff comfortable and thereby induce productivity, you are hereby authorized to make a monthly housing allowance of US250.00 or quarterly US$750.00 to all Managers. This is effective as of January 1, 2001.

Mindful of the fact that benefits are flexible upwards, all Managers who are presently receiving more than the mount mentioned supra will be affected Only those below must be adjusted accordingly.

Kind regards.

Cc: DMD/A

DMD/O

HRD

ABG/OST/hsh

To buttress the Memo of December 20, 2000, on March 30, 2005, one MA. Dennis received and signed for a letter addressed to Mr. Peter W. Kabia, Chairman, NPA Managers Association, stating that after several meetings with the Executive of the Association, Management had agreed to commence payment of the outstanding and current Housing Allowances for Managers and Assistant Managers effective May 2005, for the past 8 quarters beginning April, 2003 up to and including March 31, 2005. This letter was approved by Joe T. Gbala, Managing Director.

Having taken a keen look at the Releases issued by the Respondents in favour of Petitioner, being specific in nature and for a particular cause, one would consider said Releases as special and specific..."

It is important to remark here that all the instruments referenced in the judge's ruling predate the execution by the appellees of the releases now under review. The acknowledgment by the NPA Management of its numerous obligations to its employees, including the current batch of complainants, preceded the negotiations and conclusion of the compromised settlement packages offered by the NPA Management. Under the circumstances, it follows that the appellees knew or should have known that their acceptance of the settlement or compromised packages will extinguish and bar ever after, all current and future obligations they would have otherwise qualified to claim.

The clear intent of the parties can be drawn from a historical glance at the state of affairs at the National Port Authority, and by appropriate review of the instruments capturing and detailing the interactions between the parties at the time.

Our review of the certified records as well as the incontrovertible public historical facts, of which this Court has a duty to take cognizance, reveals that the NPA Management was faced with loss of major incomes. The loss was particularly impactful during 2000-2007. Most of the port facilities were damaged and operations suspended due to the devastating civil conflict. All these were taking place amidst colossal wage bills.

In order to curb spending, appellant Management made a number of policy decisions including reduction of its workforce. Appellant Management offered what appeared to be lucrative retirement packages to all employees choosing to retire voluntarily.

The NPA policy decision in this respect is captured in the following Memorandum # 155, dated May 29, 2006. The instrument bore the signature of Togba G. Ngangana, Managing Director, NPA, on the subject: Workforce Restructuring & Reorganization. The Memorandum reads as follows:

The Management of the National Port Authority is restructuring and reorganizing the entire workforce beginning Tuesday, May 30, 2006 and is offering a severance package targeting 200 employees.

The details of the exercise are as follows:

1. That all NPA employees below 15 years of service are eligible for the package.

2. That the duration for this offer is one month beginning Tuesday, May 30, 2006 to June 30, 2006.

3. That interested employees who take advantage of this package by voluntarily resigning their positions within the one month period shall be given one month salary for each year worked which includes, the US$, the L$ and the rice component plus a management offer of US$600.00 (Six Hundred United States Dollars).

4. Meanwhile, Management is undertaking a thorough review of all positions and each position is being assessed as to the educational and work experiences required of said position and compare same to the actual experience of the person occupying the position. Any employee found to be in any position for which he/she does not have the requisite qualification, either by experience or education will be terminated and offered a severance benefit/package consistent with the Labour Practices Law of Liberia but without the US$600.00 Management offer referred to in count 3:

5. That those employees voluntarily accepting the package should immediately contact the Management Select Committee on restructuring in the Human Resource department for registration and other details.

Kind regards.

From this exercise, a number of conclusions can be reached within reason. Firstly, the NPA Management clearly intended to permanently settle all current and future financial obligations to persons voluntarily taking advantage of the settlement package offered by the NPA Management. At the time the releases were executed, a number of financial benefits had heretofore accrued to the NPA Managers and Assistant Managers, as evidenced by the records before this Court. These benefits, no doubt, included housing allowances. It would therefore be equally safe to conclude that the Managers and Assistant Managers yet executed releases discharging the NPA of all future claims and liabilities arising from the employer-employee relationship. To the mind of this Court, the conduct displayed by these managers, under the circumstances of this case, demonstrates the knowledge to waive all financial obligations to them as of the execution of those releases. It will be absurd were this Court to allow the claims being made after the voluntary execution of those releases.

We have also taken due note of an argument advanced by the appellee's counsel. The counsel has vigorously contended that notwithstanding the execution of the releases, NPA Management subsequently paid and each of the releasers listed herein above received Two Thousand (l$2,000.00) Liberian dollars across the board. If the parties had indeed intended to forever discharge the NPA Management from all existing and future claims and obligations to

the releasers, why then did the NPA Management, after the releases were concluded and executed, pay Two Thousand (L$2,000.00) Liberian dollars to the same releasers? Counsel insists that there can be only one reading of this subsequent payment: the parties did not, could not and never intended to execute a general release.

This is indeed a plausible argument similar in nature to the central question raised in the case, Bong Mining Company v. Waytanbolo et al. In that case, the appellees, employees of the appellant, Bong Mining Company, were during the course of their trial lasting a period of two years. The appellees were however acquitted. When appellees were subsequently reinstated by the appellant, appellees requested to be paid for "time lost" while at trial. Appellant outrightly rejected this request.

The facts further show that later, the appellees, along with other employees of the appellant, were affected by a redundancy exercise. All the affected employees, including the appellees, were paid in full their redundancy compensation. The appellees were paid for the entire period of their employment with the appellant and thereafter executed releases in appellant's favour. In other words, the appellees received full employment time redundancy compensation including the two year period while their case was pending. Having included the two years waiting time into the redundancy compensation payment, appellees filed a complaint with the Labour Ministry. They sought time lost compensation of two years salaries the appellees lost during the time they awaited trial. The Labour Ministry agreed with the appellees and awarded them a total of $15,123.36. This decision was affirmed by the National Labour Court.

There was one pertinent issue on appeal before the Supreme Court. The issue was whether the conduct of the appellant to include the two years waiting time in the redundancy compensation package constituted a compelling legal ground for payment of compensation for the time appellees lost. To this question the Supreme Court answered in the negative. The Supreme Court held that the redundancy payment of two years imposes no obligation on the appellant and that to impose such a duty will be tantamount to imposing penalty for generosity. The Supreme Court agreed with the appellant in the manner as stated:

Appellant contends that the two years were mistakenly included in the calculation for redundancy compensation. From the analysis above, can we penalize appellant for doing good? The answer is NO.

The judgment of the trial court was therefore reversed. We here affirm this principle which, to the mind of this Court, is couched in equity and fairness. It will be ludicrous to say that the payment of the amount of $LD 2,000.00 (Two Thousand Liberian dollars) to each of the forty-two (42) managers and assistant managers, set aside and waived the solemn undertaking by the appellees in their execution of the releases. Those releases, as we indicated earlier, were general in nature, contents and character.

Before concluding, this Court finds itself called upon to pause here and comment on the conduct of the Labour Ministry in the matter at bar and its legal implications for preserving industrial harmony in this jurisdiction. Section 4302 of the Labour Law, under the caption conciliation by the Ministry of Labour, provides:

1. The Ministry of Labour shall have the following powers:

(a)To encourage employees and employers or labour organizations or association of employers to avoid disputes and if they arise, to reach fair settlement by means of conciliation.

(b)To take all practical measures to consult with the representatives of employers or association of employers and of labour organizations to establish and effectuate conciliatory machinery and procedures.

(c) To investigate disputes, promote conciliation, and assist the parties in arriving at a fair settlement

(d)To assist in the prevention and settlement of industrial dispute between employers and employees.

2. In carrying out any of its works under this chapter, the Ministry may designate one of its members or any officer of the Ministry to act on its behalf and may delegate to such designee one or more of its duties hereunder and, for such purpose, such designee shall have all of the powers hereby conferred upon the Ministry with the discharge of the duty or duties so delegated"

In apparent compliance with the dictates of the law, herein above referenced, the Labour Ministry designated Hearing Officer Reginald W. Doe as its official agent. Acting as the representative of the Ministry, and in the exercise of that function, Hearing Officer Doe seemed to have participated in the architecture of the settlement package concluded between the two parties, the NPA Management and the National Port Authority Managers Association.

Hearing Officer Reginald W. Doe affixed his signature on each of the negotiated instruments, the "RELEASE", in the execution of his function at the negotiation. Not only was each "RELEASE attested to by the duly designated hearing officer, but it is further noteworthy that each and every "RELEASE" attested to by the Hearing Officer was also approved by the Assistant Minister for Labour Standards/Division of Labour Standards of the Ministry of labour, Republic of Liberia.

The certified records indicate that when the instrument as negotiated became the source of dispute between the parties, appellant, the NPA Management, and appellee, NPA Managers Association, appellant from the inception of this case, forcefully questioned the neutrality of the Labour Ministry to entertain and dispose of this labour dispute. Notwithstanding the circumstances resulting into the execution of the releases and the participation of the Labour

Ministry in that process, and without dealing with the concern that the Labour Ministry lacked the required status of a disinterested party as regard this quarrel, the Ministry proceeded to handle this case.

It is worthy of note that in her ruling, Judge Natt also dealt with this concern. She in fact squarely addressed the issue whether there were genuine reasons to request the hearing officer/representative of the labour Ministry, to recuse himself.

We herewith reproduce the said ruling hereunder for the benefit of this

Opinion:

This Court having carefully reviewed the case file, we observed that upon receiving the complaint, the case was first assigned to Mr. Reginald W. Doe, Hearing Officer who was requested to recuse himself by request of Petitioners' Counsel for his full participation in the Retirement Exercise by attesting to the Special Releases executed by the Respondents in favour of Petitioner. Hearing Officer, Reginald Doe upon realizing the fact, granted Petitioner's request and the case was later referred to Nathaniel S. Dickerson, Director/Hearing Officer.

However, on February 23, 2007, when the case was called for hearing by Hearing Officer Dickerson, Petitioner's Counsel again requested Hearing Officer Dickerson to recuse himself on ground of being bias, as stated, because of sustaining an objection by complainant's counsel Our law gives reasons why and when a Judge may be recused from a case, as follows:

1. Where a Justice of the Supreme Court has an interest in the subject matter or the parties, or where he is related to any of the parties, or where he had previously participated in the case as either lawyer or judge, or where he had expressed some view or given some ruling in the case before it reached the Supreme Court on Appeal, he would thereby be disqualified from hearing it.

2. A mere request for a judge to recuse himself is not ground sufficient to effect the judge's disqualification in the absence of proper legal reason shown by the requesting party. SEE ALLEN YANCY, ET. AL., Movants vs. Republic of Liberia, Respondent, 26 LLR, Page 374, Syls. 3 & 4, February 23, 1978.

Also: The Supreme Court went further to say, ·"That a Judge is friendly with a lawyer representing a client in a case before his court or that he was a member of a firm representing any such client is not ground for disqualifying him from participating in decision of the case."

In Re: Beatrice Dennis-Webb and Venus Dennis, Respondent.27 LLR, Page 355, Syl. 1.

From what we have observed, the reasons given by Petitioner's Counsel to have the second Hearing Officer recuse himself are not legally sufficient to have him recused. Hence, the refusal of the Hearing Officer to have himself recused is hereby sustained .

The language of Section 4302 of the Labour Law, quoted herein above, seems clear in its legislative intent. Fostering conciliation with the object of stamping post settlement disputes or claims between employers and employees were the clear overriding legislative intent. The Legislature seems to have made fairness as the foundation of any settlement arrangement reached between workers and their employers. To ensure that this is achieved, the Legislature mandated the actual participation and involvement of the Labour Ministry in facilitating settlement negotiations between employers and employees. It is therefore the primary duty of the Ministry of Labour to aid both the employer and the employees to reach a settlement that is seen as fair" in the eye of the law in matters arising from, or related to employment relations. Put rather differently, for a settlement to be deemed as reached between the employer and the employees, the Labour Ministry has a duty to ensure that the settlement is and indeed consistent with law. Hence the affixture of the Labour Ministry's signature on a "settlement instrument" reached between workers and management is a requirement for its legal validity and enforceability in this jurisdiction.

In the case at bar, the negotiated instrument executed between the parties, the NPA Management and the National Port Authority Managers Association, and attested to each by the Labour Ministry's designee, Reginald W. Doe, became the source of this labour dispute. Under the circumstance, where the Labour Ministry was signatory to the "fairness" of the settlement as well as the legal propriety thereof, this Court wonders on what basis the Minister of Labour, Honourable Samuel Kofi Woods, could at the same time entertain this matter of dispute and assign it to Mr. Reginald W. Doe, the same Ministry's official who personally attested to the releases. Multiple questions are generated from such handling. For instance, can Hearing Officer Doe be seen as a disinterested party, a legal qualification requirement of a judge or any person exercising the judicial function of adjudication and settlement of disputes? The entertainment of this labour dispute, arising from a negotiated instrument brokered under the watchful eyes of the Ministry of Labour, generates a major question: the competence of the Ministry to adjudicate such a dispute and also questions its ability to act with the cool neutrality required of a person called upon to dispense justice. Having attested to the instrument sourcing the dispute between the parties, how could the Labour Ministry again preside as adjudicator? How could Hearing Officer Doe be regarded as disinterested party in this matter? Didn't the affixture of his signature on those releases signify the Ministry's assent, consent and acquiescence to the legal adequacy and propriety of those instruments as a means of ensuring industrial harmony? Hence, we find the ruling rendered by Judge Natt on this question disconcerting.

We desire to make this final remark on the central question of purpose, nature and character of release in furtherance of the decision made herein. Release is a negotiated or contractual agreement concluded between parties.

Every court of law in our jurisdiction is constitutionally duty bound to respect the terms of a contract. Unless the terms of a release obtrusively contravene the law, or disregard a standing policy of the releasee, or is unconscionable and does not carry the attributes of fairness within the ambit of the laws of the land, every court of law has a duty to uphold the terms contained therein.

In the case before us, our meticulous and diligent search and extensive review of the records before us, notwithstanding, this Court found no showing by the appellee NPA Managers Association, that such was the case, to compel an affirmation of Judge Natt's judgment entered in their favour.

WHEREFORE AND IN VIEW OF THE FOREGOING, and considering all that we have said in this Opinion, it is hereby adjudged that the judgment entered by the National Labour Court for Montserrado County, Republic of Liberia, awarding the amount of US$743,750.00 (Seven Hundred Forty-three thousand, seven hundred fifty United States Dollars) in favour of forty-two members of the appellee, The Managers Association of the National Port Authority (NPA), same being unsupported by the laws applicable in this case, is hereby reversed, vacated and set aside as if said judgment was never entered.

Accordingly, the cause filed by the forty-two members of the Managers Association of the National Port Authority (NPA), setting forth therein the demand for payment of "Unpaid Housing Allowances, is hereby ordered dismissed in its entirety.

The Clerk of this Court is hereby ordered to send a mandate to the Labour Court to give effect to this judgment. Costs disallowed. AND IT IS HEREBY SO ORDERED.

Judgment Reversed.

COUNSELLOR COOPER W. KRUAH OF THE HENRIES LAW FIRM APPEARED FOR THE APPELLANT. COUNSELLORS ALBERT SIMS AND AMARA SHERIFF OF THE SHERMAN AND SHERMAN INC. APPEARED FOR THE APPELLEES.