IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA,
SITTING IN ITS MARCH TERM, A.D. 2026.

BEFORE HIS HONOR : YAMIE QUIQUI GBEISAY, SR...................... CHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.............. ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA .... ASSOCIATE JUSTICE
BEFORE HER HONOR: CEAINEH D. CLINTON-JOHNSON.........ASSOCIATE JUSTICE
BEFORE HIS HONOR : BOAKAI N. KANNEH ....ASSOCIATE JUSTICE

NEO Global & Minerals, Inc., represented by)
Byreddy Narayana Reddy of Bopolu, Gbarpulo)
County, Liberia .... Movant)
)
Versus)
)
Gao Feng aka Barry of Bopolu City, Gbarpolu)
County, Republic of Liberia........ 1st Respondent)
) Motion to Dismiss
And) Appeal
Urban & Rural Services, Inc., represented by Gao)
Feng aka Barry and all corporate offices, and Gao)
Fen aka Barry, Gbarpolu County, Republic of)
Liberia............................... 2nd Respondent)
)
And)
Xin Li Da Investment Ltd. represented by Gao)
Feng aka Barry and Zheng Yi, and Zheng Yi, and)
all its corporate officers and Gao Feng aka Barry,)
and Zheng Yi, Gbarpolu County, Republic of)
Liberia............................... 3rd respondent)

GROWING OUT OF THE CASE:

Gao Feng aka Barry of Bopolu City, Gbarpolu)
County, Republic of Liberia........ 1st Appellant)
)
And)
Urban & Rural Services, Inc., represented by Gao)
Feng aka Barry and all corporate offices, and Gao)
Fen aka Barry, Gbarpolu County, Republic of)
Liberia................................. 2nd Appellant)
)
And)
Xin Li Da Investment Ltd. represented by Gao)
Feng aka Barry and Zheng Yi, and Zheng Yi, and)
all its corporate officers and Gao Feng aka Barry,)
and Zheng Yi, Gbarpolu County, Republic of)
Liberia.................................... 3rd Appellant)
) Appeal
Versus)
)
NEO Global & Minerals, Inc., represented by)
Byreddy Narayana Reddy of Bopolu, Gbarpulo)
County, Liberia .... Appellee)

GROWING OUT OF THE CASE
NEO Global & Minerals, Inc., represented by)
Byreddy Narayana Reddy of Bopolu, Gbarpulo)

County, Liberia .... Plaintiff)
)
Versus)
)
Gao Feng aka Barry of Bopolu City, Gbarpolu)
County, Republic of Liberia........ 1st Defendant)
) Action of Damages
And) For wrong
Urban & Rural Services, Inc., represented by Gao)
Feng aka Barry and all corporate offices, and Gao)
Fen aka Barry, Gbarpolu County, Republic of)
Liberia................................ 2nd Defendant)
)
And)
Xin Li Da Investment Ltd. represented by Gao)
Feng aka Barry and Zheng Yi, and Zheng Yi, and)
all its corporate officers and Gao Feng aka Barry,)
and Zheng Yi, Gbarpolu County, Republic of)
Liberia.................................. 3rd Defendant)

Heard: March 19, 2026 Decided: May 20, 2026

MR. JUSTICE KABA DELIVERED THE OPINION OF THE COURT

This motion to dismiss raises the following questions for our review:

1. When a trial court grants a motion to justify surety with an exception noted, and immediately afterward a notice of completion of appeal already issued by the clerk is served on the appellee and filed with the trial court, thereby ousting that court of complete jurisdiction over the matter, does the remedy available to the appellee to review the granting of such a motion lie in a petition for a writ of certiorari before the Chambers Justice to review the trial judge's ruling, or in a motion to dismiss filed before the Supreme Court to examine the sufficiency of the bond?
2. Given that the motion to dismiss the appeal is properly before this Court, are the averments contained therein sufficient to render the appeal grossly defective and thereby dismissible as a matter of law?

To address these issues properly, it is essential that we present the facts contained in the certified records. The records indicate that the Movant/Appellee filed an action for damages for wrong by attachment against the respondent/appellant. After a full trial on the merits, the jury unanimously found in favor of the Movant/Appellee, awarding damages of Sixteen Million Two Hundred Seventy Thousand US Dollars (US$16,270,000.00). The trial court, after a hearing had, denied the

Respondents/Appellants' motion for a new trial and subsequently entered a final ruling confirming the verdict.

The Respondents/Appellants, dissatisfied with the final ruling, entered exceptions thereto and announced an appeal. The respondents timely filed their Bill of Exceptions and an appeal bond issued by Sky International Insurance Corporation in the amount of Eleven Million One Hundred Thousand United States Dollars (US$11,100,000.00). The Movant/Appellee filed exceptions to the bond, contending that the amount on the bond is insufficient to indemnify the judgment sum of US$16,270,000.00 and that Sky International Insurance Corporation, with total assets of approximately US$2,565,289.15, lacks the financial capacity to underwrite the obligation.

The Respondents/Appellants resisted the exceptions and filed a motion to justify surety. The trial court heard the motion and, although acknowledging that the bond amount was less than the judgment sum, granted the motion to justify surety. The court reasoned that the surety is not the primary obligor under the terms of the appeal bond, but rather a secondary obligor in the event the appeal is unsuccessful. Following this ruling, the Respondents/Appellants immediately served and filed a notice of completion of appeal.

The Movant thereafter filed a motion to dismiss the appeal before the Supreme Court, alleging that the appeal bond is insufficient and defective; that it was filed without a Certificate of Assets issued by the Central Bank of Liberia in violation of Insurance Directive No. CBL/ID/DIR/001/2025; and that the Respondents failed to have the trial records transcribed, certified, and transmitted within ninety (90) days as required by law.

In their resistance, the respondents argue that the ruling on the motion to justify surety is interlocutory and that the movant should have filed a petition for a writ of certiorari instead of a motion to dismiss before this Court. They further contend that no law in this jurisdiction requires an appeal bond to be one-half of the judgment. Additionally, the Respondents assert that the Movant failed to raise the issue of the Certificate of Assets before the trial court and is therefore barred from raising it for the first time on appeal. They also maintain that payment for the transcription of the records was made on March 13, 2026, as evidenced by a receipt, and they therefore requested that this Court deny the motion to dismiss.

Having presented the undisputed facts as gathered from the records certified by the lower court, we will now proceed to address them in the order in which they are presented herein above.

Regarding the first issue, the Respondents argue that this motion to dismiss is improper because it arises from an interlocutory ruling and that the Movant should have sought relief through certiorari. We disagree. Where an exception is interposed to the trial court's ruling granting a motion to justify surety and immediately thereafter the Notice of Completion of Appeal is filed and served, the remedy available to the movant is not a remedial process but rather a motion to dismiss filed with the Supreme Court. If the lower court's decision on the application for justification had been made with enough time within the sixty (60) days allowed to complete the appeal, and if the respondent had not immediately served and filed their notice of completion of appeal, the ruling approving the bond to which the movant had objected would have been a proper subject for review by the Chambers Justice. However, under the circumstances in this case, once the motion for justification was granted and the respondent immediately concluded the appeal by serving and filing their notice of completion of appeal, jurisdiction shifted to the Supreme Court, and the issue of the bond can be raised properly by a motion to dismiss.

This Court has held that Certiorari can review interlocutory judgments or intermediate orders, make the correction, and remand the case with appropriate instructions. Barwror et al. v Barchue et al. 40 LLR 288 (2000). In a plethora of opinions, the Court has held that the filing and service of a Notice of Completion of Appeal divests the trial court of jurisdiction over the cause and transfers it to the Supreme Court. Once such jurisdiction is transferred, the trial court is without authority to entertain any further proceedings affecting the subject matter of the appeal. In Badio v. Badio (Supreme Court Opinion, October Term, 2020), this Court held that the appellant terminates the jurisdiction of the trial court by the filing of a notice of completion of the appeal, and further recognized that the lower court is clothed with authority to handle matters pertaining to the appeal only within the time allowed by statute. Huseini v. Kaydea, Supreme Court Opinion, March Term, 2012; and Mulbah v. Russell, Supreme Court Opinion, March Term, 2014." wherein this Court reaffirmed that upon the filing of the Notice of Completion of Appeal, jurisdiction is no longer vested in the trial court except for such limited ministerial acts as may be authorized by statute such as the transcription and forwarding of the trial records to the Supreme Court. This Court says that a petition for a writ of certiorari is a remedial process intended to correct interlocutory errors of a lower court while that court retains jurisdiction over the case. It is not a substitute for appellate review, nor can it be invoked after jurisdiction has already been transferred to the Supreme Court by operation of law.

In the case at hand, the records clearly demonstrate that the trial court issued its ruling on the motion to justify surety, to which the movant noted an exception. Immediately after this ruling, the Respondents served and filed their notice of completion of appeal on the same day. By operation of law, jurisdiction was transferred to this Court. As a result, the trial court no longer had the authority to conduct any proceedings, including matters that could have been raised by certiorari. Therefore, this Court holds that the Movant properly filed the instant motion to dismiss.

Addressing the second issue, it is clear that the appeal bond of US$11,100,000.00 is less than the judgment amount of US$16,270,000.00. The Respondents argued that there is no rule requiring an appeal bond to be half of the judgment. However, the Movant does not make that argument; instead, the Movant asserts that the bond is inadequate because it does not cover the full judgment amount. The records also show that the Movant also questioned the surety's financial ability, noting that Sky International Insurance Corporation has assets of approximately US$2,565,289.15, well below the guaranteed amount. Even if the bond amount is as stated, it remains insufficient to fully indemnify the Movant.

The Court has also held that an appeal bond must comply with the judgment amount, and for an appeal bond to be sufficient, it must be in an amount adequate to indemnify the appellee from all cost and injury arising from the appeal and to comply with the Judgment of the appellate Court: Intrusco Corp. v. Duo, 30 LLR 537, 545 (1983); this holding was reaffirmed in the case African Construction & Financing Corp. v NASSCORP; LRSC 37 (31 August 2010). Civil Procedure Law, Rev. Code 1:51.8 provides: "Every appellant shall give an appeal bond in an amount to be fixed by the court, with two or more legally qualified sureties, to the effect that he will indemnify the appellee from all costs or injury arising from the appeal if unsuccessful, and that he will comply with the judgment of the appellate court or of any other court to which the case is removed... A failure to file a sufficient bond within the specified time shall be a ground for dismissal of the appeal; provided, however, that an insufficient bond may be made sufficient at any time during the period before the trial court loses jurisdiction of the action." Thus this Court has consistently held that an appeal bond is deficient if the amount on the bond is inadequate to indemnify the appellee. This means that the bond amount must be at least equal to the lower court's judgment, including costs.

In the case Counselor Kuku Dorbor movant v. Roberto S. Robert, respondent, Supreme Court Opinion, October Term, A.D. 2025, a total judgment of US$80,000.00 was awarded to the movant, and the respondent, in perfecting its appeal, filed an appeal bond of US$5,000.00. The movant filed a motion to dismiss the appeal, alleging, among other things, that the US$5,000 was below the judgment amount. This Court in addressing the issue, clearly states that: "...As to the adequacy of an appeal bond, this Court in accordance with the Civil Procedure Law Rev. 1: 51.8 has held that an appeal should serve two conditions: 1) to indemnify the appellee from all costs or injury arising from the appeal, if unsuccessful, and 2) to comply with the judgment of the appellate court or any other court to which the case is removed; that the appeal bond must be sufficient to cover the judgment awarded and court costs and that where the bond is less than the amount of the judgment, same is inadequate to indemnify the appellee. This amount of the appeal bond is strikingly inadequate to serve as an indemnity bond for the lower court's final ruling, and this Court says it is a ground sufficient for the dismissal of the appeal."

Interestingly, in the Kuku case, the audited financial statement provided by the respondent's insurance company (Sky Insurance Company) was for 2023, which does not show that the insurance company is solvent enough to act as surety for the respondent. Now, the same surety, Sky Insurance Company, which could not cover an $80,000.00 judgment in 2023, is now providing indemnity for an $11,000,000.00 judgment two years later. Moreover, not only did the insurance company fail to comply with the Central Bank Regulation by obtaining certification of its capacity to issue an indemnity bond for the amount stated on the bond, but a review of the bond documents shows that the company's total assets are just over US$2,000,000.00, far less than the US$11,000,000.00 for which the bond is posted. This clearly demonstrates the inadequacy of the bond as indemnity for the lower court's final ruling. This is certainly grounds to dismiss the appeal due to insufficient bond.

Having determined that the security on the surety bond is insufficient, we do not see the need to extend our inquiry further into the issue of the transcribing of the records as alleged in the movant's motion, as this Court has held in numerous cases that it need not address all issues raised before it, especially when the issues considered bring the case to a conclusion. CBL v. TRADEVCO, Supreme Court Opinion October Term 2012.

Applying these principles to the present case, this Court finds that the appeal bond filed by the Respondents is substantially less than the judgment sum and lacks s ufficient financial backing. The bond is therefore inadequate and defective, failing to meet the statutory requirements. This Court further holds that the sufficiency of an appeal bond is jurisdictional. When the bond is defective, the appeal is not properly perfected, and jurisdiction does not attach. Accordingly, the records in this case having shown that the amount of the bond posted by the respondent to indemnify the movant from all costs or injury arising from the appeal, and to comply with the judgment of this Court is grossly insufficient and inadequate to meet the requirements of the law; the appeal is dismissible as a matter of law.

WHEREFORE, AND IN VIEW OF THE FOREGOING, the motion to dismiss the respondent's appeal is granted and the appeal is hereby dismissed as a matter of law. The Clerk of this Court is ordered to send a Mandate to the court below commanding the judge presiding therein to resume jurisdiction over this case and give effect to this Judgment. Costs are ruled against the respondent. AND IT IS HEREBY SO ORDERED.

Motion granted.

When this case was called for hearing, the movant was represented by Counsellor M. Wilkins Wright of the Wright and Associates Law Firm, Inc. The respondent was represented by Counsellor Sunifu S. Sheriff.