

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

BEFORE HER HONOR : YAMIE QUIQUI GBEISAY, SRCHIEF JUSTICE
BEFORE HER HONOR : JAMESETTA H. WOLOKOLIEASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABAASSOCIATE JUSTICE
BEFORE HER HONOR: CEANEH D. CLINTON-JOHNSONASSOCIATE JUSTICE
BEFORE HIS HONOR : BOAKAI N. KANNEHASSOCIATE JUSTICE

The National Elections Commission (NEC) of Liberia, represented	)	
by Mrs. Davidetta Browne Lansanah, Executive Chairperson and	)	
the Board of Commissioners of the City of Monrovia, Montserrado	)	
County, Republic of Liberia Movant	)	
	)	
Versus	)	Motion to Dismiss
	)	
The Management of M-Tosh Prints Media, Inc. represented by	)	
Mr. Varney A. Fahnbulleh of the City of Monrovia, Montserrado	)	
County, Republic of Liberia Respondent	)	
	)	
<u>GROWING OUT OF THE CASE:</u>	)	
	)	
The Management of M-Tosh Prints Media, Inc. represented by	)	
Mr. Varney A. Fahnbulleh of the City of Monrovia, Montserrado	)	
County, Republic of LiberiaAppellant	)	
	)	
Versus	)	Appeal
	)	
The National Elections Commission (NEC) of Liberia, represented	)	
by Mrs. Davidetta Browne Lansanah, Executive Chairperson and	)	
the Board of Commissioners of the City of Monrovia, Montserrado	)	
County, Liberia Appellee	)	
	)	
<u>GROWING OUT OF THE CASE:</u>	)	
	)	
The Management of M-Tosh Prints Media, Inc. represented by	)	
Mr. Varney A. Fahnbulleh of the City of Monrovia, Montserrado	)	
County, Liberia Plaintiff	)	
	)	
Versus	)	Action of Debt
	)	
The National Elections Commission (NEC) of Liberia, represented	)	
by Mrs. Davidetta Browne Lansanah, Executive Chairperson and	)	
the Board of Commissioners of the City of Monrovia, Montserrado	)	
County, Liberia Defendant	)	

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE COURT

This motion to dismiss grows out of an action of debt instituted by the Management of M-Tosh Media Print Inc., represented by Mr. Varney A. Fahnbulleh, the respondent herein, against the National Elections Commission (NEC) of Liberia represented by Mrs. Davidetta Browne Lansanah, the Executive Chairperson of the Board of Commissioners, the movant, before the Commercial Court of Liberia. A final ruling was entered by the Chief Judge of the Commercial Court, Her Honor Eva Mappy Morgan, against the respondent, on December 31, 2025, from which ruling the respondent announced its appeal to the Honorable Supreme Court, and subsequently proceeded to perfect its appeal consistent with the appeal statute.

The undisputed facts culled from the records reveal that on March 31, 2025, the respondent filed its complaint in the Court below and alleged therein that the movant was indebted to it based on a contract for the production and delivery of specific election materials to be used by the movant for electioneering purposes. The respondent alleged that consistent with the stated agreement which required it to produce and supply One Thousand Nine Hundred and Seventy (1,970) prepackaged election kits to the movant NEC for the conduct of the Montserrado County Senatorial and District #13 Representative By-Elections in 2019, it had same produced and imported by chartered flight; that in addition to the agreed 1,970 prepackaged election kits delivered, it delivered an excess of Four Hundred and Fifteen (415) election kits and Two Hundred and Eighty-seven (287) packages of bulk materials comprising of election stationary; that upon the arrival of these items at the Roberts International Airport (RIA), they were received by the movant's Logistics Manager, Mr. J. Wert Saah, and stored directly in the movant's warehouse; that the movant subsequently used a total of Two Hundred (200) of the Four Hundred and Fifteen (415) excess kits for the conduct of the By-Election in Grand Cape Mount County, and that although the movant made full payments in the amount of United States Five Hundred Eighty Nine Thousand Sixty Dollars (US\$ 589,000.00) for the initial contracted 1,970 prepackaged election kits, as well as for the two hundred (200) of the 415 excess kits used in the Grand Cape Mount By-Elections, the movant has since refused to make payments for the remaining 215 kits and 287 bulk materials which it subsequently used to assemble One Thousand Eight Hundred and Ninety-eight (1,898) election kits valued at United States Eight Hundred Seventy-seven Thousand dollars (US\$ 877,060.00) and which constitutes the indebted amount sued for.

The movant in response to the respondent's claim contended that it was not indebted in the

value of the amount sued for by the respondent; that the existent contract between the movant and the respondent did not provide for the delivery of any excess or surplus material as was produced by the respondent; that although the movant had previously received two invoices for the remaining 415 excess kits stored in the movant's warehouse, the movant NEC only made payment of United States Ninety Four Thousand Dollars (US\$ 94,000.00) for the two hundred (200) of the 415 kits used by NEC on October 15, 2019, and that the only amount it owed the respondent is United States Ninety Six Thousand Seven Hundred Fifty Dollars (US\$ 96,750.00) for the remaining 215 kits for which it is yet to make payment although it received a debt invoice to said effect from the respondent on October 29, 2020.

Upon the conduct of the trial, the debt court entered ruling on the central issue of whether the respondent met the burden of proof required to establish that the movant was indebted to it in the amount of US\$877,000?

The Debt Court held that considering that the Cargo Manifest and Payment Receipt dated July 18, 2019, were the only documents confirming the quantity of materials brought into the country and that said documents did not support the existence of the additional materials which the respondent claimed were used to assemble 1,898 kits, the respondent failed the litmus test regarding the burden of proof, as it did not produce any evidence showing that they brought more materials into the country other than what was already paid for by the movant. Moreso, the Court continued that because respondent's demand letters dated August and September 2020 only requested US\$96,750.00 for the remaining 215 election kits coupled with the fact that the respondent admitted to receiving US\$ 589,060.00 as payment for its supply of the 1,970 prepackaged election materials, the respondent's claim of US\$877,000.00 in the lawsuit lacked supporting evidence; that because the movant payment of US\$ 94,000.00 for the use of 200 out of the excess 415 election kits used by the movant in conducting the By-Elections in Grand Cape Mount County is an admission of its indebtedness on the remaining 215 kits, the movant NEC was therefore only liable to the respondent in the amount of US\$ 96,750.00 for the remaining 215 election kits mentioned. The Court thereafter entered final ruling in the matter holding the movant NEC liable for US\$96,750.00 plus 6% interest. The respondent noted exceptions to this ruling, announced its appeal and took statutory steps to perfect same consistent with the applicable provisions of the Civil Procedure Law.

On March 5, 2026, the movant filed this motion before this Honorable Court praying the Court to dismiss the respondent's appeal for the following reasons: (1). That the Court lacks jurisdiction to hear the appeal on grounds that the respondent's bill of exceptions was filed

beyond the statutory ten (10) days period after the final judgment was rendered on December 31, 2025; (2). That the respondent's appeal bond was defective as it was signed by an unnamed person other than the Chief Judge of the Commercial Court, Her Honor Eva Mappy Morgan, who presided over the case and entered final ruling on December 31, 2025, contrary to section 51.8 of the Civil Procedure Law and said bond was filed without any evidence proving that its surety, Secured Risk Insurance Company, was duly authorized to do business in Liberia when it executed the appeal bond, and neither did it present a valid tax clearance from the Liberian Revenue Authority (LRA) to establish that it had fully settled all its tax obligations covering the period under which the bond was issued; (3) That the respondent appeal bond and notice of completion of appeal was filed on March 2, 2026, same being sixty-one days after the final judgment, contrary to the statutory requirement that mandates same to be filed within sixty days commencing at the time the final judgment of the court was rendered and delivered.

The respondent countering the assertions in the movant's motion to dismiss the respondent's appeal asserted that the respondent appeal was perfected in strict compliance with the provisions of the Civil Procedure Law, in that it completed all the necessary steps within the stipulated sixty-day window for appeal required for a party seeking appellate review of the final ruling of the lower court before the Supreme Court. The respondent states that it received a copy of the lower court's final ruling on January 6, 2026, and filed its bill of exceptions nine days later on January 15, 2025, rendering its bill of exceptions filed within the statutory ten-day period; that contrary to the movant's claim that respondent appeal bond is defective, the respondent's appeal bond filed was supported by the appropriate documents including its valid tax clearance, insurance license, business registration documentation and the audited financial statements of its surety indicating total assets and equity in the amount of One Billion One Hundred Twenty One Million One Hundred Forty Six Thousand and Two Liberian Dollars (L\$ 1,121,146,002) which amount is more than sufficient to satisfy the bond amount of United States Five Thousand Dollars (US\$ 5,000.00); that the respondent's appeal bond was not signed and approved by any unknown or unnamed person as stated by the movant as same was signed by His Honor Chan-Chan A. Paegar, a sitting Associate Judge of the Commercial Court of Liberia who is duly authorized to approve bonds, especially in view of the fact that Judge Eva Mappy Morgan was unavailable and had authorized him to approve same as evidenced by the issuance of the Clerk's certificate. Besides, the Supreme Court has recognized that any judge presiding in the court from which an appeal is taken may perform administrative judicial function such as approving appeal bonds when the judge who presided over the case is unavailable.

Our Civil Procedure Law, Rev. Code 1:54.1 provides the grounds for which parties seeking an appeal must comply and based on which appellate jurisdiction is rightly conferred on this Honorable Supreme Court, and that failure to comply with any of these requirements within the time allowed by statute shall be ground for dismissal of the appeal.

The movant raises three contentions in its motion seeking to dismiss the respondents appeal filed before this Court. Firstly, the movant contends that the lower court having rendered its ruling on December 31, 2025, the respondent announced its appeal thereto, received its copy of the final ruling on the same day but proceeded to file its bill of exceptions on January 15, 2026, in violation of the appeal statute which mandates the party seeking an appeal to file its bill of exceptions within ten (10) days after the rendition of the lower court's final ruling, that is, the bill of exceptions should have been filed no later than the January 10, 2026, and that the filing of said bill of exceptions on January 15, 2026 rendered the appeal dismissible.

The respondent however countered that the movant had misinformed the Court as to the date of the respondent's receipt of the lower court's final ruling, in that the final ruling although read and rendered in open court on December 31, 2025, the trial Judge, Her Honor Eva Mappy Morgan, informed the parties that copies of the ruling would be made available to the parties at a later date; that respondent's copy of the ruling was received and signed for by its supervisor, Gardea Jackson, on January 6, 2026, and its bill of exceptions filed on January 15, 2025 which made its filing compliant with the statutory provision of filing a bill of exceptions within ten(10) days. The records in the court's file shows a clerk certificate issued on March 17, 2026, under the signature of the Clerk of the Commercial Court, it confirmed that the final ruling of the Judge was entered on December 31, 2025, but it was not delivered on the same day; that the respondent's representative, Gardea Jackson, did receive the respondent's copy of the final ruling on January 6, 2026, and its bill of exception was filed on January 15, 2026, in compliance with the appeal statute. Given this fact, that the last day for filing the bill of exceptions was January 16, 2026, the respondent did file its bill of exceptions within the time prescribed by the statute.

The movant's second contention is that the respondent's appeal should be dismissed because the appeal bond filed by the respondent was not approved by Her Honor Eva Mappy Morgan who presided over the case and entered the final ruling, but was "PP" by an unknown person. This Court says same is untenable since like the respondent countered, the appeal bond having been signed by His Honor Judge Chan-Chan A. Paegar who is an Associate Judge of the Commercial Court where the trial Judge, Her Honor Eva Mappy Morgan, is the Chief Judge, is an acceptable practice in this Jurisdiction where any judge of the circuit court

can perform judicial administrative function, like the approval of a bond in the absence of the trial Judge who heard and rendered ruling in the case; especially, in this case where Judge Mappy Morgan who heard the case and was not present had authorized Judge Chan-Chan A. Paegar to approve the bond on her behalf.

The appeal statute imposes the statutory obligation for the approval of the appeal bond filed by the appellant on the trial Judge. This Court has however held that although the appellant is under normal circumstances statutorily required to secure the approval of an appeal bond by the judge who tried the case, in extraordinary unforeseen circumstances another judge regularly sitting or assigned to the court from which the appeal was taken may approve the bond. See *Citibank v Hansen & Soehne* 35 LLR 69, 78 (1988); *Sillah et al v Sherman* 36 LLR 918, 923 (1990). It therefore goes without saying therefore that the approval of the appellant's appeal bond by another Judge other than the trial Judge who heard the case and entered final ruling. Furthermore, the Court having reviewed the bond, finds that it meets all the requirement to serve as a valid surety to indemnify the movant as required by the appeal statute.

The final contention of the movant in its motion to dismiss the respondent's appeal, is that the respondent completed the appeal process beyond sixty days as allowed by the appeal statute in that the respondent's notice of completion of appeal was filed on March 2, 2026 instead of March 1, 2026, as required by the appeal statute.

The Court considering that the trial judge did not give the parties copies of her final ruling when she read same on December 31, 2025, and that the respondent received a copy of said ruling on January 6, 2026, as confirmed by the clerk's certificate in the court's records, the respondent's service of the bond and notice of completion of appeal on March 2, 2026, was indeed within the statutory period since same constituted fifty-five days after the respondent had received its copy of the court's final ruling and well into the statutory period.

The Court therefore having heard the parties' arguments and reviewed the records forwarded to it, the movant's prayer to dismiss the respondent's appeal on the grounds cited is untenable and dismissible.

WHEREFORE AND INVIEW OF THE FOREGOING, the movant's motion to dismiss the respondent's appeal is hereby denied and dismissed, and the appeal ordered proceeded with on its merits. Costs are to abide final determination of the appeal. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLOR ALVIN TEAGE JALLOH APPEARED FOR THE MOVANT. COUNSELLOR ARTHUR T. JOHNSON APPEARED FOR THE RESPONDENT.