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

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

APMT Liberia, represented by its management Director)
Mr. Jonathan J. Graham, Deputies, Assistants and all)
Other officers of company of the City of Monrovia, Mon)
-tserrado County, Republic of Liberia........ APPELLANT)
)
VERSUS) APPEAL
)
West Africa Diving Association (WADA), by and thru)
Its CEO Mr. Prince Jegbadia of the City of Monrovia,)
Republic of Liberia............................ APPELLEE)

GROWING OUT OF THE CASE:

West Africa Diving Association (WADA), by and thru)
Its CEO Mr. Prince Jegbadia of the City of Monrovia,) ACTION FOR
Republic of Liberia............................ PLAINTIFF) DAMAGES FOR
) WRONG
VERSUS)
)
APMT Liberia, represented by its management Director)
Mr. Jonathan J. Graham, Deputies, Assistants and all)
Other officers of company of the City of Monrovia, Mont)
-serrado County, Republic of Liberia............ DEFENDANT)

Heard: June 17, 2026 Decided: AUGUST 27, 2026

MR. JUSTICE KABA DELIVERED THE OPINION OF THE COURT

This action for damages for wrong was instituted by the plaintiff/appellee, West Africa Diving Association (WADA), against the defendant/appellant, APMT Liberia, before the Sixth Judicial Circuit, Civil Law Court for Montserrado County, Republic of Liberia. In its complaint, the appellee averred that it entered into contracts with the appellant in 2013 and 2014 under which the appellee undertook to provide mooring and launch boat services to the appellant. That on December 1, 2014, the appellant terminated the contracts without stating any basis for the termination. That, predicated on the termination of the contracts and believing that the termination was in violation of the contractual provisions, the parties subsequently engaged in negotiations to resolve the dispute without resorting to litigation. That on February 16, 2015, the parties executed a settlement agreement, which, in clause (3), provided that the appellant would continue to store the appellee's equipment on its premises, free of charge, at a location designated by the appellant, and that the obligation would be reviewed in June 2016.

Before the execution of the Settlement Agreement, the appellee submitted to the appellant on January 23, 2014, a comprehensive inventory of the equipment in its twenty-foot container, which was being stored on the appellant's premises. Years later, by communications dated February 28, 2022, and May 9, 2022, the appellee requested information from the appellant regarding the container's whereabouts, condition, and status, and the condition of its contents, which remained in the appellant's custody pursuant to the Settlement Agreement. The appellee alleged that these inquiries were prompted by a prospective contract offered by the National Port Authority (NPA) to inspect, renovate, and possibly remove wrecks located at the LMC and NIOC piers. In response, the appellant requested that the appellee provide the equipment inventory or manifest, the container identification number and description, and a copy of the Settlement Agreement. The appellee complied with these requests and, through its legal counsel, formally demanded delivery of the container and its contents following a joint inspection. After several exchanges of correspondence, the parties conducted a joint inspection of the container. During the inspection, however, the appellee alleged that its representatives were prohibited from taking photographs of the inspection site. Nevertheless, photographs later provided by the appellant's inspection team allegedly revealed that the container had been broken into and was completely empty, with all of the appellee's assorted working tools and diving equipment missing.

The appellee further alleged that the appellant failed to account for the missing equipment, valued at US$51,850.00. According to the appellee, the appellant's breach of the Settlement Agreement caused substantial harm to its business, including an inability to perform and secure commercial contracts, resulting in significant financial losses. Consequently, the appellee claimed special damages of US$51,850.00, representing the value of the missing equipment, and sought general damages of US$200,000.00 for the appellant's alleged unlawful disposal of its property and the resulting injury to its business, which led to the total closure of the appellee's business.

In its answer to the appellee's complaint, the appellant admitted executing two contracts with the appellee but averred that both were lawfully terminated on

December 1, 2014. The appellant further contended that the appellee failed to attach to its complaint the contracts underlying its claims. The appellant admitted that, pursuant to the Settlement Agreement, it agreed to store the appellee's equipment on its premises free of charge. However, it maintained that the "equipment" referenced in the Settlement Agreement referred solely to a container unit used by the appellee as office space, not to the assorted tools and diving equipment alleged in the complaint. According to the appellant, the Settlement Agreement merely obligated it to provide storage space for the container unit, with the arrangement to be reviewed in June 2016. The appellant further asserted that a designated storage area was provided for the container, which remained in the appellee's possession and use throughout the storage period. The appellant denied that, at any time, the appellee presented it with an equipment listing, as the storage agreement concerned only a container unit. Neither appellant nor appellee took an inventory or manifest of the container's contents, maintaining that no such inventory was necessary because the storage arrangement related only to the container itself. Consequently, the appellant argued that the appellee's interpretation of the term "equipment" in the Settlement Agreement was erroneous, as the agreement clearly contemplated only the storage of the container unit.

The appellant also denied that either party conducted an inventory of the container or its contents at the time it was placed on the appellant's premises. It maintained that such an inventory was unnecessary because, although the container was located within the appellant's terminal, the appellant neither exercised custody nor control over it. Rather, the container remained locked, and the keys were exclusively in the appellee's possession, who had unrestricted access to the container at all times and continued to use it as office space. The appellant further alleged that the inventory annexed to the appellee's complaint was self-serving and had never been presented to the appellant. It argued that the purported inventory, allegedly dated January 23, 2015, lacked evidentiary value because, by that date, the contractual relationship between the parties had already been terminated. Accordingly, the appellant denied ever receiving or acknowledging the inventory upon which the appellee relied. And if the container unit had been significant to the storage agreement with appellee, appellant would have acknowledged and signed off on its receipt of the items. Appellant also contends that when it received appellee's communication, it was surprising and gave the impression that since 2016 the appellee had not used its containers. The appellee was then requested to take delivery of its container by a certain date, after which appellant would charge storage fees on said container.

The appellant denied refusing the appellee access to inspect the container. In fact, once the container's location was verified, the appellee's representatives, along with the appellant's operations staff, including Henry Glasgow, proceeded to the container and observed that a padlock was hanging on it. The padlock was noted to be unlocked, and the appellee's staff removed it and observed the contents. The appellant averred that for approximately seven years following the execution of the Settlement Agreement, the appellee knew the exact location of its container and enjoyed unrestricted access to it. Therefore, the appellant contended that it committed no wrongful act that could give rise to liability for damages, especially where the appellee continued to use the container as office space and to store its own equipment therein during the subsistence of its contractual relationship with the appellant. Finally, the appellant argued that the appellee's claim for damages was legally insufficient because it merely stated monetary figures without producing competent evidence to substantiate them. According to the appellant, the appellee failed to establish the basis for the alleged value of the missing equipment or to provide evidence regarding the cost of the items, their dates of purchase, depreciation, condition, or period of use. The appellant therefore prayed that the trial court deny and dismiss the appellee's complaint in its entirety.

The appellee filed a fourteen-count reply that substantially reaffirmed the allegations in its complaint while denying the material averments in the appellant's answer. The appellee contended that it was awarded the contracts to provide mooring and launch boat services because it possessed the specialized diving equipment and technical capacity necessary to perform those services, not merely because it owned a container. Consequently, the appellee maintained that the reference to "equipment" in the Settlement Agreement clearly referred to its diving equipment and assorted working tools used in carrying out its contractual obligations, rather than to the container unit itself. The appellee further averred that its forty-foot container was used to store its diving equipment and tools and was never intended to serve as office space, contrary to the appellant's assertions. It maintained that the Settlement Agreement, including the appellant's obligation to store the container free of charge, was not an act of generosity on the appellant's part but was negotiated as part of the resolution of a dispute arising from the appellant's alleged wrongful and unilateral termination of the parties' contracts.

The appellee also asserted that, prior to and as part of the execution of the Settlement Agreement, it submitted to the appellant an inventory of its diving equipment and tools, dated January 23, 2015, which the appellant accepted before executing the Settlement Agreement. According to the appellee, the inventory formed an integral part of the parties' understanding regarding the property that was to remain in storage. The appellee further argued that the Settlement Agreement necessarily followed the appellant's alleged breach of the contracts and, therefore, could not have preceded the events that gave rise to the settlement. Additionally, the appellee denied that it enjoyed unrestricted access to the container, asserting instead that neither it nor its employees could gain access to the appellant's premises without first obtaining an access pass from the appellant, as contemplated by the Settlement Agreement. Consequently, the appellee maintained that the appellant exercised custody and control over the premises where the container was stored and bore the corresponding responsibility to safeguard the container and its contents. Finally, the appellee alleged that the appellant failed to exercise the required degree of care in protecting the container and its contents, resulting in the disappearance of its diving equipment and assorted working tools valued at US$51,850.00. The appellee therefore maintained that the appellant was liable for the loss of its property and prayed that judgment be entered adjudging the appellant liable for the damages claimed in the complaint.

After a full bench trial with witness testimony, the trial court found the appellant liable and awarded the appellee US$175,000.00 (One Hundred Seventy-Five Thousand United States Dollars) in general damages. In justifying the award, the trial judge held that the amount compensated the appellee for the inconvenience, loss of income, embarrassment, and financial hardship suffered as a result of the appellant's failure to produce or deliver the appellee's equipment (items in a container) that had been stored on the appellant's premises pursuant to clause three of the Settlement Agreement executed by the parties.

Aggrieved by this ruling, the appellant entered an exception and announced an appeal, followed by an eleven-count bill of exceptions for review by this Court. In its bill of exceptions, the appellant averred that the trial judge erred in holding the appellant liable because it was the appellee who locked the container and, at all times, the keys to the container were in the appellee's possession, with the appellant having no control over the container; that the listing of equipment was never made known to the appellant and that the appellant was not involved in the making of the alleged inventory of the purported items nor did the appellant affix a signature to said instrument; that the trial judge erred when he failed to take into consideration the appellee's evidence that it locked the container and had the keys to the container at all times and that there was no evidence of a break-in; that clause three of the agreement, alluded to by the trial judge, contains no information that the appellant was taking possession of the container with diving equipment; that there was no breach of contract, and the appellant's obligation was to provide storage for the appellee's container and nothing more.

After a careful review of the pleadings, the evidence presented at trial, the final judgment, the Bill of Exceptions, and the arguments advanced by the parties in their respective briefs, this Court is satisfied that the appeal presents a single controlling issue, namely:

Whether the trial judge erred in holding for the appellee in damages?

Resolving this issue requires an examination of the contractual obligations the parties assumed under the Settlement Agreement, the nature and sufficiency of the evidence presented at trial, and the applicable principles governing the burden of proof in civil actions. We shall now proceed to consider these matters.

In determining whether the trial court correctly adjudicated the appellant liable, this Court must evaluate the evidence in light of the applicable principles governing civil actions for damages. It is not sufficient that a plaintiff merely alleges the existence of a legal wrong or the occurrence of a loss. Rather, the law imposes on the party asserting the claim the burden of establishing every material allegation in the complaint by a preponderance of the evidence. Section 25.5 of the Civil Procedure Law unequivocally provides that the burden of proof rests on the party asserting the affirmative of an issue. This Court has consistently held that a plaintiff seeking damages must establish not only the occurrence of the alleged injury but also the defendant's legal responsibility for that injury by competent and credible evidence. Jackie v. Siaffa, 42 LLR 3 (2004). Likewise, this Court has repeatedly held that where the law requires proof of a particular fact, the party bearing the burden must produce the best evidence available. Lonestar Cell Corporation v. Jimmy Wright, Supreme Court Opinion, March Term, 2014; The Management of Comium/NOVAFONE v. Sumo Flomo, Supreme Court Opinion, October Term, 2014; Kwaplah International (Liberia), Inc. v. The Management of Ecobank (Liberia) Limited, Supreme Court Opinion, October Term, 2022.

Damage is defined as loss, injury, or deterioration caused by negligence, design, or accident. The three essential elements that form the basis of any tort action are: (a) Evidence of legal duty; (b) Breach of the legal duty; (c) Proximate cause of that breach. Liberia Agricultural Co. v. Mingle, 36 LLR 413 (1989). Applying these settled principles to the present appeal, it is evident that the appellee's action rests on three factual propositions that it was required to prove: first, that the diving equipment and assorted working tools described in the inventory were in fact contained in the container; second, that the appellant accepted custody or responsibility for safeguarding those items under the Settlement Agreement; and third, that the appellant breached that obligation, thereby causing the alleged loss. The failure to establish any one of these essential elements is fatal to the appellee's claim.

The existence of the Settlement Agreement is not disputed. Nor is it disputed that the appellant agreed to allow the appellee's container to remain on its premises without charge. The dispute concerns the legal effect of that agreement. The appellee urges this Court to conclude that the appellant's undertaking to store the container necessarily included an obligation to safeguard every item allegedly contained therein. The appellant, on the other hand, maintains that its obligation extended only to providing storage space for the container itself and that it never accepted possession, custody, or control of the unidentified equipment allegedly stored inside the locked container.

In construing a written agreement, the Court's duty is to ascertain the parties' intention from the language of the instrument itself. Courts may not enlarge contractual obligations by implication when the parties have deliberately reduced their agreement to writing. Every provision of a contract must therefore be given its ordinary meaning unless the language is ambiguous. CFAO (Liberia) Ltd v Cooper et al 39 LRR 511 (1999). Our examination of the Settlement Agreement reveals that nowhere therein did the parties identify the diving equipment allegedly contained in the container, nor does the agreement reference an inventory or manifest describing the contents. Had it been the parties' intention that the appellant assume responsibility for expensive diving equipment valued in excess of Fifty-One Thousand Eight Hundred Fifty United States Dollars (US$51,850.00), ordinary commercial practice would have required that those items be specifically identified or that the inventory be incorporated into the agreement by reference. The complete absence of such language is significant.

The appellee nevertheless contends that an inventory dated January 23, 2015, was delivered to the appellant before the Settlement Agreement was executed and therefore formed part of the parties' understanding. We cannot agree.

The inventory relied upon by the appellee contains no acknowledgment of receipt by the appellant. It bears no signature identifying any representative of the appellant who received or verified it. It also bears neither the corporate stamp of the appellant nor any notation demonstrating that it was incorporated into the Settlement Agreement. Where there is no clear meeting of the minds regarding draft agreements submitted by the parties to a transaction, the Supreme Court cannot legally accept such draft agreements as the operating basis of the parties or as the governing document. Nat'l Milling Co. v Bridgeway Corp., 36 LLR 776 (1990). Unlike the Settlement Agreement, which was duly executed by authorized representatives of both parties and witnessed accordingly, the inventory is a unilateral document prepared exclusively by the appellee. This evidentiary deficiency is further compounded by the testimony of the appellee's own witnesses. During cross-examination, the witnesses admitted that representatives of the appellant did not participate in preparing the inventory. Equally significant is the witnesses' admission that the keys to the container remained in the appellee's possession throughout the period the container was stored on the appellant's premises. These admissions substantially weaken the appellee's contention that the appellant accepted custody of the contents of the container. Section 25.8 of 1LCLR.

Liability for the loss of personal property cannot ordinarily be imposed on one who neither possessed the property nor exercised complete dominion over it. The undisputed evidence shows that the container remained locked, that the appellant possessed no key, and that only the appellee could open and secure it. No evidence was presented showing that the appellant ever opened the container, inventoried its contents, or exercised any control over the property allegedly contained therein. Indeed, the appellee's theory of liability rests almost exclusively on the container's physical location within the appellant's terminal. However, the mere presence of personal property on another's premises does not, standing alone, establish legal custody or responsibility for that property. To hold otherwise would impose absolute liability on every landowner for all property situated on his premises, regardless of ownership, possession, or control. Such is not the law.

Equally unpersuasive is the appellee's contention that it lacked access to the container because entry onto the appellant's premises required an access pass. The Settlement Agreement, in clause two, expressly contemplated that the appellee would be afforded access to its container. More importantly, if access had in fact been denied, the appellee had adequate legal remedies to enforce the agreement. Its failure to pursue those remedies considerably weakens the credibility of its present assertion. Waiver is defined as the voluntary and intentional relinquishment of a known right...which, except for such waiver, the party would have enjoyed. A waiver operates to preclude a subsequent assertion of a right waived or any claim based thereon. Juah v Konneh et al 42 LLR 187 (2004); Kruah v Weah 42 LLR 148 (2004).

The trial judge appears to have concluded that because the appellant agreed to store the container, liability necessarily attached for the disappearance of every item allegedly contained therein. Respectfully, that conclusion is unsupported by either the evidence or the law. The appellant's contractual obligation cannot be enlarged beyond the terms expressly agreed upon by the parties in the Settlement Agreement. General damages are such as the law implies or presumes to have occurred from the wrong complained of, for the reason that they are its immediate, direct and proximate result, or such as necessarily resulted from the injury or the wrong. Insurance Co. of Africa et al v Fantastic Store 32 LLR 366 (1984). The evidence presented by the appellee establishes, at most, that the appellant permitted the container to remain on its premises pursuant to the Settlement Agreement. It does not establish that the appellant received the alleged inventory, accepted custody of the equipment, exercised exclusive control over the container, or assumed contractual responsibility for the unidentified contents thereof.

The trial court therefore erred in imposing liability on the appellant merely because the container was located on its premises. Such a finding is unsupported by the evidence. This Court has held that damages are liability awards that arise as the natural and necessary outcome of a wrongful act or omission, and that where a wrong is committed, damages will attach. Any person who has suffered a loss, detriment, or injury through the unlawful act or omission of another is entitled to damages. Intrusco Corp v. Osseily, 32LLR 571 (1985); Firestone Liberia Inc. v. G. Galimah Kollie, Supreme Court Opinion, March Term, A.D. 2012; Harris v. Cavalla Rubber Corp., Supreme Court Opinion, October Term, 2012; LoneStar v. Wright, Supreme Court Opinion, March Term, A.D.2014; The Management of Comium v. Flomo, Supreme Court Opinion, October Term, A.D. 2014. However, the law requires that the plaintiff in all claims of damages, special or general, plead with particularity and prove the case by a preponderance of the evidence at trial. Konnah and Tiawan v. Carver, 36LLR 319, 327 (1984).

This Court has consistently held that damages cannot be based on speculation, conjecture, or sympathy. A claimant seeking monetary relief must establish, by competent evidence, not only the existence of an injury but also that the injury was directly and proximately caused by the defendant's wrongful conduct. Where the evidence fails to establish liability, every consequential award necessarily falls.

The trial court awarded the appellee One Hundred Seventy-Five Thousand United States Dollars (US$175,000.00) in general damages for inconvenience, embarrassment, loss of business opportunities, and financial hardship allegedly caused by the disappearance of the appellee's diving equipment. However, a careful examination of the record shows that these damages were awarded without first determining whether the appellant was legally responsible for the disappearance of the property at issue. Even assuming the appellee suffered the financial losses alleged in its complaint, such losses alone do not impose liability on the appellant without competent evidence showing that the appellant breached a legal duty owed to the appellee. The law does not compensate every unfortunate loss; it compensates only those losses legally attributable to the wrongful conduct of another.

The trial judge's decision in this case effectively imposed a duty on the appellant that the parties never included in their Settlement Agreement. The court inferred, solely from the container's presence on the appellant's premises, that the appellant became the insurer of every item allegedly contained therein. That conclusion is unsupported by the Settlement Agreement's language and inconsistent with the undisputed evidence showing that the appellee retained exclusive possession of the container's keys, prepared the inventory without the appellant's participation, and failed to show that the appellant ever accepted responsibility for the container's contents. Judicial decisions must rest on evidence, not presumption. Courts may not rewrite contracts under the guise of interpretation, nor may they impose liabilities the parties neither assumed nor contemplated. To do otherwise would undermine settled principles governing contractual obligations and the burden of proof in civil litigation.

In the case CFAO (Liberia) Ltd v Morgan 35 LLR 258 (1988), the Court held that "A bailment relation is a contrast agreement which may result either from an express or contract or from a contract implied in fact bylaw. The bailment contract is governed by the same rules of law that govern other contracts. There must be a delivery by the bailor to the bailee and an acceptance by the bail of the subject matter of the bailment, although these requisites may, in a proper case be present only constructively. . ." Ibid., § 43. In this case, bailor and bailee relationship was not established by the appellee. Assuming there was contract of bailment, the appellee failed to prove that it extended to the equipment allegedly contained in the container.

Having reviewed the pleadings comprehensively, the documentary evidence, the testimony of the witnesses, the arguments advanced by counsel, the final judgment of the trial court, and the applicable law, we are convinced that the inventory relied upon by the appellee, not having been listed in or made part of the settlement agreement, is self-serving; hence, the trial court erred in ruling that the appellant was liable for damages

WHEREFORE, AND IN VIEW OF THE FOREGOING, the final ruling of the trial court adjudging the appellant liable is hereby reversed. The Clerk of this Court is hereby ordered to send a Mandate to the court below, commanding the judge presiding therein to resume jurisdiction over this case and give effect to the judgment of this Opinion. Costs are assessed against the appellee. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLORS G. MOSES PAEGAR, ALBERT S. SIMS OF THE JUSTICE ADVOCATE & PARTNERS, INC. APPEARED FOR THE APPELLANT. COUNSELLOR EDWIN G. BARQUOI OF CONSORTIUM OF LEGAL PRACTITIONER APPEARED FOR THE APPELLEE.