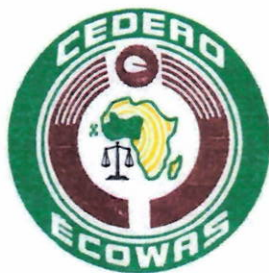


COMMUNITY COURT OF JUSTICE,
ECOWAS
COUR DE JUSTICE DE LA COMMUNATE,
CEDEAO
TRIBUNAL DE JUSTICA DA COMUNIDADE,
CEDEAO



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THE COMMUNITY COURT OF JUSTICE OF THE
ECONOMIC COMMUNITY OF WEST AFRICAN STATES (ECOWAS)

In the Matter of

1. JACK ROCKSON
2. GLOBAL AGRICULTURE DEVELOPMENT
(APPLICANTS)

v

REPUBLIC OF LIBERIA
(RESPONDENT)

Application No. ECW/CCJ/APP/31/17; Judg't No. ECW/CCJ/JUD/16/24

JUDGMENT

ABUJA

6 JUNE 2024

THE COMMUNITY COURT OF JUSTICE OF THE
ECONOMIC COMMUNITY OF WEST AFRICAN STATES (ECOWAS)
HOLDEN AT ABUJA, NIGERIA

Application No: **ECW/CCJ/APP/31/17**; *Judg't No.* **ECW/CCJ/JUD/16/24**

BETWEEN

1. JACK ROCKSON
2. GLOBAL AGRICULTURE DEVELOPMENT -APPLICANTS

AND

REPUBLIC OF LIBERIA -RESPONDENT

COMPOSITION OF THE COURT:

Hon. Justice Edward Amoako **ASANTE** - Presiding/ Judge Rapporteur
Hon. Justice Gberi-Be **OUATTARA** - Member
Hon. Justice Dupe **ATOKI** - Member

ASSISTED BY:

Dr. Yaouza **OURO-SAMA** - Chief Registrar

REPRESENTATION OF PARTIES:

Celestus O. Ejezie, Esq
Sayma Syrenius Cephus, Esq
Powo C. Hilton, Esq - Counsel for APPLICANT

Augustine C. Fayiah, Esq -Counsel for RESPONDENT



I. JUDGMENT

1. This is a judgment of the Court read virtually in open court pursuant to Article 8(1) of the Practice Directions on Electronic Case Management and Virtual Court Sessions, 2020.

II. DESCRIPTION OF THE PARTIES

2. First Applicant, Mr Jack Rockson, is a citizen of Liberia and a 5% shareholder of Global Agriculture Development.
3. Second Applicant, Global Agriculture Development, is a corporate body registered under the laws of Liberia with its registered office in Monrovia.
4. Respondent is an ECOWAS member state and a party to the African Charter on Human and People's Rights 1981 (African Charter) on which Applicants rely in this case.

III. INTRODUCTION

Subject Matter of the Proceedings

5. The First Applicant obtained an allocation of two tracts of land from a local community, the Markoi Clan of the Ding-Gola Chiefdom, in the Todee District of Liberia. Before completing the processes to obtain title documents for the lands, he leased the lands to Second Applicant, the company, for the development of a cocoa farm. In this proceeding, the Applicants claim that the inordinate delay or refusal of the



408

President of Liberia to sign and release the title documents for the lands allowed encroachers to challenge the Second Applicant's ownership of its farmlands and vandalize its farm. Therefore, the Applicants have sued for alleged violations of their right to property and loss of profits on investment resulting from the conduct of the Respondent.

IV. PROCEDURE BEFORE THE COURT

6. The Second Applicant initiated this proceeding by an application dated 16 August 2017 and filed at the Registry of the Court on the 18 August 2017. The Application was served on the Respondent on 29 August 2017.
7. On 5 October 2017, Respondent filed a document titled "Respondent/The Republic of Liberia and the Attorney General of the Republic of Liberia's Returns/Defenses" dated 29 September 2017 in which it prayed the Court for an extension of time to file its defence. The process was served on the Applicant on 10 October 2017.
8. On 20 October 2017, Applicant filed a process titled "Reaction to the Respondent's Request for Extension of Time" which was served on the Respondent on 25 October 2017.
9. On the 6 November 2017, Respondent filed at the Registry of the Court, a Notice of Preliminary Objection and Summary of



Respondent's Pleas in Fact. Both documents were served on the Applicant the next day.

10. On 18 January 2018, the Applicant filed three processes: a motion for an order to limit the extended time within which the Respondent should file a Rejoinder to the Applicant's Reply, a Response to the Respondent's Motion for Preliminary Objection, and the Applicant's Reply to the Respondent's Defence. All three documents were served on the Respondent the next day on 19 January 2018.

11. On 12 February 2018, Mr Jack Rockson, shareholder of Global Agriculture Development, filed a motion to intervene in the case and to be joined as the First Applicant. He also filed an Amended Application dated 8 February 2018. Both processes were served on Respondent on 13 February 2018.

12. On 23 July 2018, the Respondent filed a Request for Extension of Time to file a Defence to the Amended Application, and the Respondent's Response to Mr Jack Rockson's Motion for Intervention. Both documents were served on the parties on 25 July 2018.

13. On 7 August 2018, the Applicant filed a reaction to the Respondent's application for extension of time within which to file a Defence to the amended Application. It was served on the parties on 10 August 2018.



14. On 7 May 2019, the Court held an oral hearing at which both parties were represented in Court by their respective Counsel. The Applicants' Counsel informed the Court of the "release of the land certificate" in respect of one of the tracts of land and therefore urged the Court for time to hold discussions with the Respondent for compensation.
15. Following this, Respondent filed an Amended Statement of Defence on 28 October 2019. It was served on the parties the following day on 29 October 2019.
16. At a sitting of the Court on 30 October 2019, the Court heard Mr Jack Rockson's application to intervene in the case. Having regard to the fact that Respondent was not opposed to the application and to considerations of fairness, the Court granted the application for Mr. Jack Rockson to intervene and to be joined to the suit as the First Applicant.
17. On 5 February 2020, the Applicants filed a motion for extension of time within which to file a reply to Respondent's amended Defence together with their Reply to Respondent's amended Defence. Both documents were served on the same day 5 February 2020. At a hearing of the Court that day, the Court granted the Applicants' prayer relative to both processes.
18. On 10 March 2020, the Respondent filed a Motion for Preliminary Objection dated 7 March 2020, and a Rejoinder to the Applicant's



403


Reply, dated 7 March 2020. These documents were served on the parties on 10 March 2020.

19. On the 13 May 2020, the Applicants filed a response to the Respondent's Preliminary Objection which was served on Respondent on 20 May 2020. Subsequently, on 9 June 2020, the Applicants also filed an Objection to the Admissibility of the Respondent's Rejoinder which was served on Respondent the same day.

20. On 18 August 2020, the Applicants filed a motion for extension of time to respond to the Respondent's Rejoinder together with the Applicant's Response to the Respondent's Rejoinder. The two documents dated 7 August 2020 were served on 25 August 2020.

21. On the 26 October 2021, the Court heard the Respondent's motion for Preliminary Objection and the Response/Defence to the substantive suit. The Court, however, noted the difficulty of Applicant's Counsel to connect virtually and adjourned the case to 17 March 2022 for hearing.

22. At the hearing of the case on 7 December 2022 during which all parties were represented, the Applicants' Counsel requested for a long adjournment to attempt amicable settlement of the dispute. The Respondent's Counsel on the other hand, promised to meet with the Attorney General of the Republic and revert to the Court.



23. At a scheduled hearing of the case on 17 October 2023, the Respondent was represented by counsel while the Applicants were absent and not represented. The Court heard submissions of the Respondent's counsel and adjourned for judgment. Following this, Applicants filed a motion on 24 January 2024, for an order to reopen the Oral Procedure. It was served on Respondent the same day.

V. APPLICANT'S CASE

a. Summary of Facts

24. Applicants state that the Second Applicant, Global Agriculture Development, became interested in large-scale cocoa farming and other agricultural activities in Liberia. These activities included providing financial aid and seedlings to small farm holders and local communities.

25. The First Applicant, Mr. Jack Rockson, who holds a 5% share in the Second Applicant company, was allocated two tracts of land by the Markoi Clan of the Ding-Gola Chiefdom in the Todee District of Liberia. The tracts measured 500 and 245.7 acres, respectively, for which he received two separate Tribal Land Certificates.

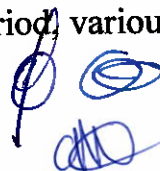
26. For the purposes of its cocoa farming project, the Second Applicant entered into a lease agreement with the First Applicant. Under this agreement, the First Applicant leased 695 acres of the lands allotted to

him to the Second Applicant for a 50-year term, with an option to renew for an additional 10 years.

27. In accordance with Liberian law, the First Applicant initiated the process to obtain land titles from the Government using the Tribal Land Certificates issued to him by the Markoi Clan. To facilitate this, an Inter-Ministerial Vetting Committee was established to verify the availability and absence of encumbrances on the lands covered by the Tribal Land Certificates. After an investigation, the Committee issued a report confirming that 450 acres and 245 acres, respectively, of the lands allotted to the First Applicant were free and clear of any third-party claims.

28. The Inter-Ministerial Vetting Committee submitted its report and recommendations to the Land Commission for the preparation of land titles for the 450 acres and 245 acres in the name of the First Applicant, Mr. Jack Rockson. The Land Commission prepared a draft title deed for the 245 acres in Mr. Jack Rockson's name and submitted it to the President of the Republic of Liberia for signature on 3 March 2015.

29. Applicants say that the findings of the Inter-Ministerial Committee approved by the Land Commission convinced them that the land was not in dispute. Based on this, the Second Applicant started developing its cocoa plantation in 2013 and by 2016, the cocoa trees had started bearing fruits. However, during this period, various people made rival



claims to the Second Applicant's farmland. These disputes led to the vandalization of the Second Applicant's cocoa farm resulting in the loss of its investment worth millions of dollars.

30. Applicants contend that the Liberian Government's tardiness in issuing Mr. Jack Rockson the land titles on the two tracts of land prevented them from defending their rights against those who vandalized the cocoa plantation and in the numerous legal actions which were filed against them. For these reasons, Applicants claim that the Respondent is responsible for the loss of their investments in the cocoa farm.

b. Pleas in Law

31. For their case, Applicants rely, *inter alia*, on Article 4(g) of the ECOWAS Revised Treaty 1993, Articles 7 and 14 of the African Charter on Human and People's Rights 1981, and jurisprudence of the Court including *National Coordinating Group of Departmental Representatives of Cocoa-Coffee Sector (CNDD) v. Republic of Cote d'Ivoire* [2004-2009] CCJELR 311.

c. Reliefs sought

32. Applicants request the Court for the following reliefs:

- (a) A declaration that the delay and/or neglect by the Respondent to sign and release the First Applicant's title deeds is a breach of the Applicants' rights to possession and ownership of property guaranteed by the African Charter on Human and

Peoples' Rights, the Revised Treaty of ECOWAS and the Respondent's Constitution.

(b) A declaration that the Respondent's failure to protect the Second Applicant's property from vandalization, is a violation of the African Charter on Human and Peoples' Rights, the Revised Treaty of ECOWAS and the Respondent's Constitution.

(c) A mandatory order directing the Respondent to execute the Public Land Sale Deed for 450 acres of land and release same to the First Applicant and pay compensation in the sum of \$1,000,000.00 to First Applicant for emotional distress, psychological trauma, anguish, pain, and suffering.

(d) An order directing the Respondent to refund forthwith to the Second Applicant, the sum of \$1,700,383.00 which it invested in the cocoa plantation and lost expected profit to the tune of \$19,000,000.00 with interest at the rate of 21% per annum from 1 November 2015 until final liquidation, and

(e) An order awarding cost of \$100,000.00 in favour of the Applicants.



VI. RESPONDENT'S CASE

a. Summary of Facts

33. In response to the case of the Applicants, Respondent states that its Constitution protects the right to property of all persons, and that the right may only be deprived upon the decision of a court of competent jurisdiction. Respondent states that contrary to the claims of the Applicants, they were not deprived of their property as no decision has been taken by any authority of the Respondent that divests the Applicants of their property.

34. Respondent further states that although Second Applicant has attached its Articles of Incorporation evidencing its status as a body corporate, it has not shown that it has the right to conduct business under the laws of Liberia through either a current business registration or tax certificate. Not having complied with such requirements to transact business, the Second Applicant is barred from entering into legal relations with other persons including acquisition of real property. Accordingly, the Second Applicant has no capacity or standing to file the present action.

35. The Respondent further states, that by the Applicants' own admission including the lease between the First and Second Applicants, the Respondent was never involved in any land transaction with the Applicants. Since the Respondent was not a party to any such transaction involving the transfer of an interest in land, there is no



basis to attribute any liability to it. Additionally, that at the time the lease was signed, the First Applicant did not have title to the land and thus could not have transferred any interest to the Second Applicant. Therefore, the purported lease upon which the current legal action is based is void.

36.Regarding the issuance of the title deed to the First Applicant, the Respondent states that although the Inter-Ministerial Vetting Committee recommended forwarding the title deeds for the land to the President for signature, the First Applicant does not obtain title until the deeds are signed. According to the Respondent, merely forwarding a document to the President does not guarantee its signing; further checks are required even at that level to determine if the President should sign it. Therefore, the Applicants' alleged reliance on the forwarding of the First Applicant's title deeds to the President to commence investment in the cocoa plantation was done at their own risk. Since the Respondent did not provide any assurances or authorization for the Applicants to make investments, the Respondent cannot be held liable for any failed investments made by the Applicants in their cocoa farming project.

37.As to the alleged destruction of the Applicants' cocoa farm, the Respondent states that its laws adequately provide for civil or criminal processes that could have been pursued against the perpetrators. However, the Applicants have not presented any evidence of civil actions they initiated or criminal complaints they filed that would



have enabled the competent authorities of the Respondent to intervene. Therefore, the Applicants have not shown that the competent authorities of the Respondent failed to act to protect the plantation after being alerted through relevant processes. In any event, the Respondent cannot be held responsible for the alleged destruction of the Applicants' cocoa farm, as neither its officers nor agents carried out the destruction.

b. Pleas in Law

38. As to pleas in law, Respondent submits the following:

- (a) That Applicants have failed to show the specific rights under Article 14 of the African Charter which the Respondents has allegedly violated. Therefore, in accordance with Article 10(d) of the Protocol of the Court and the Court's decision in *Moussa Leo Keita v. Republic of Mali* (ECW/CCJ/JUD/03/07), the case is inadmissible.
- (b) That by Section 30 of the Public Land Act of Liberia, the First Applicant failed to observe the procedures required for acquiring lands in Liberia and therefore was not entitled to have his title deed signed.
- (c) That in accordance with Liberian law as enunciated in *Citizens Solidarity Council v RL* [2016] LRSC 20, the Second Applicant, Global Agriculture Development, has no capacity to



sue as it has failed to produce a board resolution granting it the authority to institute the action.

c. Reliefs Sought

39. Respondent requests for the following reliefs:

- (a) A declaration that the application is inadmissible as it fails to state or demonstrate any act or conduct on the part of the Respondent that violates Applicants' human rights under the African Charter.
- (b) A declaration that the Applicants pay the sum of Fifty Million US Dollars (US\$ 50,000,000) to the Respondent for the unnecessary resources the Applicant has caused the Respondent to expend;
- (c) A declaration that a fine or any other punitive measure be meted out against Counsel for the Applicant for initiating a frivolous and unmeritorious suit; and
- (d) A declaration that the Application is inadmissible because the Applicants lack the legal capacity to file this action as it did not attach any board resolution to sanction this lawsuit.



VII. JURISDICTION OF THE COURT

40. Article 9(4) of the Protocol of the Court vests the Court with ‘jurisdiction to determine cases of violation of human rights that occur in any Member State.’ The Court has held that to activate this jurisdiction, it is sufficient if the Application alleges that violations of human rights have taken place in the territory of the Respondent state and that the Respondent is responsible for those violations, but without prejudice to the determination of the claims on the merits after hearing both parties. (See *Registered Trustees of Gan Allah Fulani Development Association v Federal Republic of Nigeria* ECW/CCJ/JUD/06/23, para 38).

41. Applicants allege violations of their property rights under Article 14 of the African Charter, resulting from the Respondent’s tardiness in issuing title deeds to the First Applicant for tracts of land on which the Second Applicant had planted a cocoa farm. The failure to sign and release the title deed allegedly prevented the Applicants from defending the land against rival claimants, leading to the destruction of the cocoa farm and loss of investment. Because these are alleged human rights violations that occurred in the Respondent state, the Court holds that it has jurisdiction consistent with Article 9(4) of the Protocol of the Court.



VIII. ADMISSIBILITY OF THE CASE

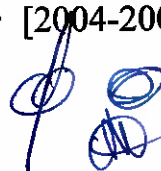
(a) Respondent's Objections to Admissibility

42. Regarding admissibility of the case, Respondent raises two points of objection. First, Respondent submits that under Article 10(d) of the Protocol of the Court as interpreted in *Taakor Tropical Hardwood v Sierra Leone* (ECW/CCJ/JUD/02/19), only individuals or NGOs suing on behalf of an individual have access to the Court's human rights mandate. For this reason, the application is inadmissible as the Court has no jurisdiction over the Second Applicant, a corporate body.

43. Secondly, the Respondent submits that, in accordance with Liberian law as enunciated in *Citizens Solidarity Council v RL* [2016] LRSC 20, the Second Applicant, Global Agriculture Development, lacks the capacity to sue as it has failed to produce a board resolution granting it the authority to institute the action.

(b) Applicants' Response to the Respondent's Objections

44. In response to these arguments, Applicants submit that the Court's decision in *Taakor Tropical Hardwood v Sierra Leone* to the effect that corporate bodies cannot sue under Article 10(d) of the Court's Protocol for human rights violations must be limited to the facts of that case. Citing the Court's decision in *National Coordinating Group of Departmental Representatives of Cocoa-Coffee Sector (CNDD) v Republic of Cote d'Ivoire* [2004-2009] CCJELR 311,



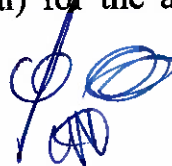
Applicants contend that corporate bodies can bring human rights claims before the Court. Applicants submit that, in any event, the present action has not been brought solely by Second Applicant, the company, but also by the First Applicant who is an individual.

45. Applicants further rely on *Chude Mba v Ghana* [2013] CCJELR 335 where the Court held that the right to property is guaranteed to both individuals and corporate bodies. Therefore, given that the matter hinges on the alleged violation of the right to property, both the First Applicant, Mr Jack Rockson, and the Second Applicant, Global Agriculture Development, are properly before the Court under Article 10(d) of the Court's Protocol.

(c) *Analysis of the Court*

46. Regarding the capacity of the Second Applicant (Global Agriculture Development) to invoke this Court's human rights jurisdiction, the Court recalls that the issue was addressed in *Dexter Oil Ltd v Liberia* (ECW/CCJ/JUD/03/19) where it recognised an exception to Article 10(d) of the Court's Protocol allowing limited access to the Court by corporate entities for the "vindication of rights such as the right to property, free speech and fair trial that are not intrinsically 'human' rights." (*Algom Resources Ltd & Another v Liberia* ECW/CCJ/JUD/03/23, para 28).

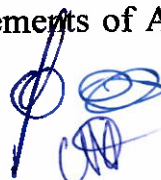
47. In this case, the Second Applicant, a corporate body, is suing together with the First Applicant (an individual) for the alleged violation of



their property rights. Consistent with the *Dexter Oil* exception which has been followed in subsequent cases like *Algom Resources Ltd & Another v Liberia* (ECW/CCJ/JUD/03/23), the Court holds that the Second Applicant has the capacity to sue. The objection to the Second Applicant's capacity by the Respondent is therefore dismissed.

48. The Court also notes that despite the Respondent's claim that the Second Applicant had no authorization from its Board of Directors to institute the present action, evidence on the record suggests otherwise. Annexed to the initiating Application were the minutes of the Board Meeting of Global Agriculture Development held on 11 August 2017, during which the Board passed a resolution authorizing the company to bring an action against the Respondent before this Court. Therefore, the Respondent's objection to the capacity of the Second Applicant, based on the lack of authorization from its Board to litigate this case, has no merit and is accordingly dismissed.

49. The Court also observes that there are no other challenges to the admissibility of the case in terms of Article 10(d) of the Protocol of the Court. The Applicants have demonstrated their victim status by pleading sufficient facts that appear to show that the Respondent's conduct may have adversely affected their rights. Secondly, the case has not been presented anonymously, nor is there evidence that the claims are pending before another international court or tribunal, contrary to the admissibility requirements of Article 10(d). For these



reasons, the Court concludes that the case submitted by the Applicants is admissible.

IX. MERITS

50. Having regard to the pleadings of the Applicant including the reliefs sought, the Court is invited to make two substantive legal determinations concerning alleged violations of the rights of the Applicants: (a) that the Respondent violated the Applicants' rights to ownership and possession of property under Article 14 of the African Charter when the President of Liberia failed or neglected to sign and release the First Applicant's title deeds; and (b) that Respondent's failure to protect the Second Applicant's property from vandalization violates the African Charter.

(a) Alleged violation of Applicant's rights to ownership and possession of property under the African Charter

(i) Submission of the Applicants

51. On this issue, Applicants contend that the President of Liberia was required to act expeditiously with respect to the signing of the First Applicant's title deeds that were presented for signature. That the President should have given a positive or negative answer within a reasonable time, and in the event of a refusal, state the reasons for the decision. Applicants submit that no justification was given for the



prolonged failure or neglect to sign and release the title deeds to the First Applicant. Therefore, by withholding the title deed for a long time, the conduct of the Respondent prevented Applicants from defending their property rights against third parties.

(ii) Submissions of the Respondent

52. On this issue, the Respondent states that the deed presented to the President covered only 245 acres of land. Until it was signed by the President, no title to the land vested in the First Applicant. However, the President does not simply sign anything placed before him or her without conducting the necessary due diligence. Accordingly, merely forwarding the deed to the Office of the President did not guarantee its signing.

53. The Respondent further argues that it had no privity of contract with the Applicants concerning the land and did not provide any assurances or guarantees that the deed submitted to the President would be signed. None of the letters addressed to the First Applicant's lawyers conveyed such assurance. That according to the Respondent's Constitution, it is up to the President to sign or not sign a deed, or to grant or not grant land to individuals.

54. Therefore, the Applicants had no basis to rely solely on the forwarding of the deed to the Office of the President to commence investments on the lands, as the First Applicant had no title. Their decision to proceed without first obtaining title to the land was at their own risk.

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(iii) Analysis of the Court

55. The Court begins by recalling that, as a threshold requirement for holding that a violation of Article 14 of the African Charter has occurred, it must be established that an Applicant owns or is entitled to some property or has some protectable right or interest in the property, which is the subject of the alleged unlawful or arbitrary interference by the Respondent. See *Bedir Sarl v. Republic of Niger* ECW/CCJ/JUD/11/20 (para 55) and *La Société Damou-So Sarl v. Republic of Mali* ECW/CCJ/JUD/22/21 (para 41).

56. In this case, the Respondent did not challenge the Tribal Land Certificates produced by Applicants in respect of the lands allotted to the First Applicant. However, there has been disagreement between the parties as to the legal value and rights that attach to the Certificates. To determine whether Applicants possessed any property rights which the Respondent has violated within the meaning of Article 14 of the African Charter, the Court must ascertain the legal rights or interests, if any, that attach to such Tribal Land Certificates under the law of the Respondent.

57. To this end, the Court finds the Public Lands Law (Title 32 of Liberian Code of Laws of 1956) which both parties cited to be pertinent. The relevant parts of the Law which govern the acquisition of tribal lands, as the First Applicant sought to do, are as follows:



§30. Procedure

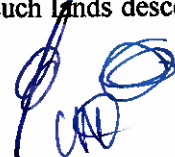
A citizen desiring to purchase public land located in the Hinterland shall first obtain consent from the Tribal Authority to have the parcel of land deeded to him by the Government. In consideration of such consent, he shall pay a sum of money as token of his good intention to live peacefully with the tribesmen. The Paramount of Clan Chief shall sign the certificate, which the purchaser shall take to the office of the District Commissioner who acts as Land Commissioner for the area. The District Commissioner shall satisfy himself that the parcel of land in question is not a portion of the Tribal Reserve, and that it is not otherwise owned or occupied by another person and that it therefore may be deeded to the applicant. He shall thereupon issue a certificate to that effect.

.....

An applicant for the purchase of public land, having received from the District Commissioner or Land Commissioner a certificate as provided in the foregoing paragraphs, shall pay into the Bureau of Revenue the value of the land he desires at a minimum rate of fifty cents per acre. He shall obtain an official receipt from the Bureau of Revenues which he shall attach to his application to the President for an order directed to the surveyor of that locality to have the land surveyed. If the President shall approve the application, he shall issue the order to the surveyor to have the land surveyed. The Applicant shall then present the order to the named surveyor who shall do the work. The applicant shall pay him all his fees. A deed shall thereafter be drawn up in the office of the Land Commissioner, authenticated by him, and given to the purchaser who shall submit it with all the accompanying certificates to the President for signature. The deed shall then be probated.

§52. Transfer of allocated land before title acquired

Any transfer, sale, or lease of public lands by a person who has drawn such lands before he shall have acquired title to them in fee simple, shall be invalid. In case of the death of a person who has drawn public lands before he shall have acquired title to them in fee simple, the right to such lands descends to his heirs

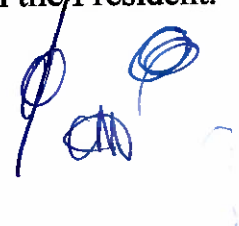


in the Republic, who may perfect the title on fulfilment of the requirements prescribed in section 51 of this Chapter.

58. The Court observes that from the terms of the Public Lands Law, the Certificate issued by the Tribal Authority is simply evidence of consent to transfer land to a potential purchaser. Thereafter, the potential purchaser must apply to the District Commissioner who must certify that the land is not part of a tribal reservation or owned or occupied by another person.

59. If the land is certified to be outside a reservation and free from encumbrance, the potential purchaser must complete other formalities. In particular, he or she must pay the purchase price to the Bureau of Revenue, submit an application for the land with the receipt obtained from the Bureau of Revenue, and then pay the required fees for a Public Surveyor to demarcate the land. It is only after these formalities that the Land Commissioner may draw up the title deed (*Public Land Sale Deed*) for submission to the President for signature. The President only signs the title deed if the President is satisfied that all the relevant procedures have been followed.

60. Thus, from the terms of the law, no rights attach to the Tribal Certificate. A purchaser only obtains title after completing the processes and receiving the duly signed deed from the President.



61. Indeed, the law explicitly states in §52 that any transfer, sale, or lease of land made by a person before he or she obtains title to the land is invalid. Accordingly, under Liberian law, the holder of a Tribal Certificate cannot transfer, sell, or lease the land in respect of which the Certificate has been issued. Only the title deed, gives him or her the right to lease or dispose of any interest in the land.

62. The Court takes note of the fact that on 17 January 2018, title to one of the two tracts of land (measuring 245 acres) covered under the First Applicant's tribal certificates was signed and released to him. Consistent with Liberian law as discussed above, his title to that tract was acquired as of that date, not earlier.

63. The Court considers that in the absence of a formally issued land title, or prior to obtaining such title, an occupant of land may have certain rights or interests in the land. Within the context of Article 14 of the African Charter, both the African Court and the African Commission have held that local communities, including Indigenous peoples, who have occupied their ancestral land since time immemorial and used its natural resources to support their livelihood, have protectable rights in the land that must be recognized regardless of whether they have formal title to the land. See *African Commission on Human and Peoples' Rights v Kenya* (Judgment) (merits) [2017] 2 AfCLR 9 ('the Ogiek case'), para 128; and *Centre for Minority Rights Development (Kenya) and Minority Rights Group International on behalf of Endorois Welfare Council v Kenya* (African Commission, Comm No. 276/2003) ('the Endorois case'), paras 184 & 209.



64. The Court notes that in their submissions, the Applicants seem to make similar claims to possessory rights over the lands covered under the Tribal Certificates issued to the First Applicant. However, such traditional possessory rights in land, recognized in the decisions of the African Court and the African Commission as mentioned above, are invariably held by communities that have long inhabited the area. In the context of this case, the holders of such rights will be the local community whose chiefs allotted the land to the First Applicant. It would seem, therefore, that outsiders to the community such as the Applicants, who were obtaining the lands for their commercial use under the law of the Respondent, could only obtain such title that the law specifically grants.

65. In light of these considerations, the Court is not persuaded that the First Applicant (Mr Jack Rockson) had any property rights in the lands allotted under the Tribal Certificates which he could transfer to the Second Applicant when he concluded the lease with the Second Applicant company. In the circumstances, the claim that the delay of the President of Liberia in signing the title deeds to the lands violated the First Applicant's property rights, and by extension, the property rights of the Second Applicant, because they were unable to defend their title against encroachers is unfounded.

66. In any event, by the Applicants' own admission, the alleged encroachments on the lands allotted to the First Applicant were perpetrated by private persons, and before title to one of the tracts of

land was obtained in January 2018. Assuming that Applicants even had some legal rights in the lands prior to this date, Applicants' have not demonstrated how the encroachment by those private actors are attributable to the Respondent. For these reasons and for the fact that the Applicants had no title to the lands during the relevant period of the alleged encroachments, the Court concludes that the Respondent did not violate the Applicants rights to property.

(b) Alleged failure of the Respondent to protect the Second Applicant's property from vandalization in violation of the African Charter

(i) Submissions of the Applicants

67. On this issue, Applicants submits that the Second Applicant secured investment from LAADCO, a company established to offer logistical, financial, and technical support to Liberian farmers. With financial support from LAADCO and other external partners, the Second Applicant cleared 695 acres of land, acquired vehicles and other equipment, hired workers and experts, and planted a cocoa farm, beginning with a nursery in, or about, 2013.

68. However, by 2017, the entire cocoa farm had been vandalized by persons laying rival claims to the land. First, Applicants contend, that the tardiness of the Respondent in signing and releasing title deeds for the lands made it impossible to defend the land and the farm against

third parties. Secondly, that despite complaints to relevant authorities of the Respondent, nothing was done to protect the Applicants' property.

69. Applicants say that by the time the farm was destroyed, US\$1,700,383 had been invested in it; and had it not been destroyed they would have made over 19 million US dollars between 2017 and 2022. Applicants are therefore claiming the amount invested as well as lost profits.

(ii) Submissions of the Respondent

70. In response to these claims, the Respondent states that Liberian law provides civil or criminal processes that the Applicants could have pursued against the third parties who allegedly destroyed the farm. However, the Applicants have not provided any evidence of civil actions they initiated or criminal complaints they filed, which would have enabled the competent authorities of the Respondent to intervene.

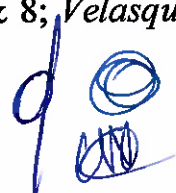
71. Additionally, the Respondent argues that it is not responsible for the alleged destruction of the Applicants' cocoa farm, as its officers or agents did not carry out the destruction. In any event, the Applicants have not shown that the competent authorities of the Respondent failed to act to protect the farm after being prompted through relevant civil or criminal complaints.



Yes

(iii) Analysis of the Court

72. The Court recalls that with regard to the right to property, the obligation of the state does not consist only in refraining from unlawful or arbitrary interference with the property of a person. The State also has a positive obligation, consistent with Article 1 of the African Charter, to adopt legislative or other measures to protect the right to property.
73. In this regard, the Court takes note of the fact that the Criminal Code of Liberia provides for and punishes the offences of “destruction of property” and “criminal trespass”. (See *Chapter 15, Sub-Chapters A and B of Penal Law, Liberian Code of Laws Revised, Volume IV, Title 26, Approved July 19, 1976, Published April 1978*). The Court also takes judicial notice of the availability of relevant civil remedies under the laws of the Respondent.
74. Based on the Applicants’ own pleadings in this case, the destruction of the cocoa farm and other property was caused by private actors who allegedly made rival claims to the lands on which the cocoa was planted. Since these were not public officers or other agents of the state acting on the instructions of the Respondent, their conduct cannot be attributed to the Respondent unless it can be shown that the responsible authorities of the Respondent failed in their duty to take measures to protect the farm after being notified of the actions of those private actors. (See *Articles on Responsibility of States for Internationally Wrongful Acts 2001, arts 4 & 8; Velasquez-Rodriguez*

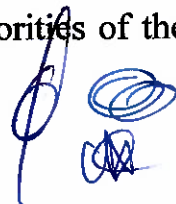


v Honduras (Merits), IACtHR, Judgment of 29 July 1988, paras 172-173.)

75. In this regard, the Court considers that the Applicants had the initial responsibility to act within the framework of Liberia's laws to bring the matter to the attention of the relevant authorities. They could have sought judicial protection from the State through civil action for compensation or restraining orders against the perpetrators. Alternatively, they could have lodged a criminal complaint that would have led to an investigation, prosecution, and punishment of the perpetrators.

76. The Court notes that the Applicants submitted into evidence a letter dated 20 May 2016, written by the First Applicant to Liberia's Minister of Justice and Attorney General, seeking his intervention for the arrest and investigation of individuals who were allegedly vandalizing the Second Applicant's farm. However, the Respondent vehemently denies that the said letter was ever delivered and received by the Respondent's Ministry of Justice, pointing to the Applicants' failure to produce any evidence indicating the dispatch or receipt of the letter (Respondent's Rejoinder, para 1.17).

77. Regrettably, there is no other evidence to rebut the Respondent's denial, such as a copy of the letter with a "received" stamp mark indicating the date of receipt. Therefore, the Court must conclude that the Applicants have not shown that they brought the destruction of the farm to the attention of the competent authorities of the Respondent, who then failed to act.



78. Since it would be unjust in these circumstances to attribute to the Respondent the acts of private individuals, of which it likely had no notice and which it did not direct or authorize, the Court holds that the Respondent is not liable for the alleged vandalization of the Second Applicant's cocoa farm. Therefore, the Respondent did not violate Article 14 of the African Charter.

X. REPARATIONS

79. In light of the Court's conclusions that the Respondent did not violate Applicants' rights to property within the meaning of Article 14 of the African Charter, the Court makes no decision on reparations.

XI. COSTS

80. Pursuant to Article 66(4) of the Rules of the Court, the Court decides that each party shall bear their own costs.

XII. OPERATIVE CLAUSE

81. For the foregoing reasons, the Court sitting in public and after hearing the parties:

On jurisdiction

- i. Declares that the Court has jurisdiction over the Application.

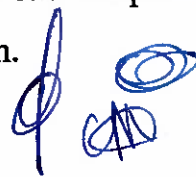


On Admissibility

- ii. Finds that the Application is admissible.

On the Merits

- iii. Declares that the Respondent did not violate the Applicants right to ownership and possession of property under Article 14 of the African Charter relative to the tribal lands allotted to the First Applicant in the Todee District of Liberia.
- iv. Declares that the Respondent did not violate Applicants rights under Article 14 of the African Charter relative to the alleged vandalization of the Second Applicant's cocoa farm.
- v. Dismisses the Applicants claim for a mandatory order directing the Respondent to execute a Public Land Sale Deed for 450 acres of land for the First Applicant and to pay compensation of \$1,000,000.00 to First Applicant for emotional distress, psychological trauma, anguish, pain, and suffering.
- vi. Dismisses the Applicants claim for an order directing the Respondent to pay to the Second Applicant \$1,700,383.00 invested in the cocoa plantation and lost expected profit of \$19,000,000.00 with interest at the rate of 21% per annum from 1 November 2015 until final liquidation.

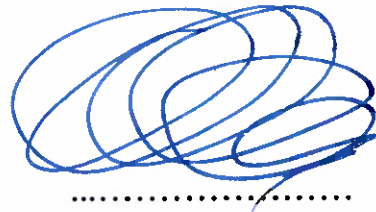


On Costs

- vii. Decides that each party shall bear their own costs.

Done at Abuja this 6th day of June 2024 in English and translated into French and Portuguese.

Hon. Justice Edward Amoako **ASANTE**
Presiding/Judge Rapporteur



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Hon. Justice Gberi-Be **OUATTARA**



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Hon. Justice Dupe **ATOKI**



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ASSISTED BY:

Dr. Yaouza **OURO-SAMA** (Chief Registrar)



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