

**CORRECTED AND ADOPTED**

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA  
MARCH TERM, A.D. 2017

PRESENT: HIS HONOR FRANCIS S. KORKPOR, SR.....CHIEF JUSTICE  
 “ HIS HONOR KABINEH M. JA’NEH,.....ASSOCIATE JUSTICE  
 “ HER HONOR JAMESETTA H. WOLOKOLIE,.....ASSOCIATE JUSTICE  
 “ HIS HONOR PHILIP A.Z. BANKS, III,.....ASSOCIATE JUSTICE  
 “ HER HONOR SIE-A-NYENE G. YUOH,.....ASSOCIATE JUSTICE

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**TUESDAY, MAY 16, 2017**  
**11<sup>TH</sup> DAY’S SESSION**

The Honorable Supreme Court of the Republic of Liberia, sitting in its March Term, A.D. 2017, met this morning at the hour of 10:00 a.m., for the transaction of business with His Honor Francis S. Korkpor, Sr., Chief Justice, presiding.

Madam Justice Jamesetta Howard Wolokolie did not sit.

OFFICERS OF COURT PRESENT.

COUNSELORS PRESENT: Sylvester D. Rennie, Emmanuel B. James, Edwin K. Martin, J. Bima Lansanah, Peter W. Howard, Eugene Massaquoi, Betty Lamin Blamo, Abraham B. Silah, Sr., G. Moses Paegar, Luther Yorfee, A. Kanie Wesso, Fredrick D. Cherue and T. Negbalee Warner.

His Honor Francis S. Korkpor, Sr., ordered and the Marshal cried the opening of the day’s session. Thereafter, the Court was led in devotion by Rev. J. Joel Gould, Chaplain, Supreme Court of Liberia.

A motion for the correction and adoption of the minutes of Thursday, May 11, 2017, 10<sup>th</sup> day’s session, was made by Counsellor Emmanuel B. James of the International Group of Legal Advocates and Consultants, Inc., and seconded by Counsellor Abraham B. Silah, Sr., of the Heritage, Partners and Associates Inc.

The following corrections were made to the minutes of Thursday, May 11, 2017, 10<sup>th</sup> day’s session, by the Bench and the bar:

Page 1: “*THE CASE: IN RE: THE CONSTITUTIONALITY OF SECTIONS 22.1 & 22.1 OF THE ALIEN AND NATIONALITY LAW IS CALLED FOR HEARING.*”

Page 3: “*Ans: Yes, Your Honors. We did inform the judge that there were two properties, one was used as collateral and the other had no lien on it.*”

Page 6: “SUBMISSION: ‘*At this stage, the Ministry of Justice, counsel for respondents, most respectfully informs Your Honors and this Honorable Court that it received the notice of assignment on short notice and as such was unable to file its brief.*’”

Page 7: *“At this stage, the Chief Justice reminded the counsels representing the parties that the case had been argued before, and urged them to submit without argument for the Court to enter upon the records and make determination in the matter. ...”*

THE CASE: IN RE: THE CONSTITUTIONALITY OF THE RETIFICATION OF THE FOREST MANAGEMENT CONCESSION CONTRACT FOR AREA “F” BY THE LEGISLATURE INFAVOR OF EURO LIBERIA LOGGING COMPANY IS CALLED FOR HEARING.

REPRESENTATIONS: *“The petitioner is represented by CEMAR Law Offices and present in Court is Counsellor Edwin K. Martin, in association with the Legal Watch Inc., by and through Counsellor Sylvester D. Rennie; Counsellor Peter W. Howard of the Barbu & Howard, Inc., and Counsellor Emmanuel B. James of the International Group of Legal Advocates and Consultants, Inc. And respectfully submit.” “The respondents are represented by the Ministry of Justice in association with the Sherman & Sherman, Inc., and present in Court are Counsellors Betty Lamin Blamo, Solicitor General, Frederick Doe Cherue, Minister of Justice & Attorney General, Republic of Liberia, G. Moses Paegar and Luther N. Yorfee. One of counsels for respondents says that after the notation of representations by Your Honors, respondents have a submission to make. And respectfully submits.”*

THE COURT: *“The representations of the parties are noted. The counsel for the respondents may proceed to make the submission as requested.”*

SUBMISSION: *“At this stage, the Ministry of Justice, counsel for respondents, most respectfully requests Your Honors to grant unto respondents ten (10) days to allow them file informed returns to the petition and to also file brief in this case. Counsel says that this request is made in good faith and not intended in any way to delay the speedy disposition of this matter. And respectfully submits.”*

RESISTANCE: *“One of counsels for petitioner interposes no objection to the request for continuance made by counsel for the respondents. Counsel requests Court to have the ten (10) days requested by the respondents, reduced to seven (7) days so that the matter can be speedily disposed of. And respectfully submits.”*

THE COURT: *“The request made by counsel for respondents for time to file their brief is granted. This case is hereby reassigned for hearing on Wednesday, May 24, 2017, at the hour of 10:00 a.m. And it is hereby so ordered.”*

THE CASE: CONTEMPT PROCEEDINGS AGAINST THE HERITAGE PARTNERS AND ASSOCIATES, INC., IS CALLED FOR HEARING.

REPRESENTATIONS: *“The Heritage Partners and Associates, Inc. appears before Your Honors with two partners, Counsellors T. Negbalee Warner and Abraham B. Silah, Sr., and respectfully requests that Your Honors grant them leave to make a submission. And respectfully submits.”*

THE COURT: *“The request made by one of counsel for the contemnor is granted. Counsel may now proceed to make his submission.”*

SUBMISSION: *“The contemnor, Heritage Partners and Associates, Inc., begs to inform this Honorable Court of the knowledge of its error not to have appeared and obtained the requisite leave of Court to effect the withdrawal of its representation in the matter, and that this was a result of an error that the Firm sincerely regrets. The Heritage Partners and Associates Inc., requests Your Honors to kindly accept its apology and purge it of contempt, with the firm undertaking that such action or omission will not be repeated. And respectfully submits.”*

THE COURT: *“In view of the apology extended by one of counsels for the contemnor, the Heritage Partners & Associates Inc., is hereby purged of contempt of Court. The main case will be assigned upon the issuance of a regular notice of assignment. The Heritage Partners & Associates Inc., at that time, will aid the Marshal of this Court in having the notice of assignment served on the appellants.”*

THE CASE: INTERNATIONAL BANK (LIBERIA) LIMITED, BY AND THRU ITS AUTHORIZED OFFICIALS OF THE CITY OF MONROVIA, REPUBLIC OF LIBERIA, APPELLANT, VERSUS WEST AFRICAN INSURANCE COMPANIES ASSOCIATION (WAICA), REPRESENTED BY ITS PRESIDENT, GEORGE DAHN, OF THE CITY OF MONROVIA, LIBERIA AND ITS SECRETARY GENERAL, WILLIAM B. COKER, OF ACCRA, GHANA, APPELLEE. ACTION: ACTION OF DAMAGES IS CALLED FOR HEARING.

REPRESENTATIONS: *“The appellant is represented by the Heritage Partners and Associates Inc., and present in Court are Counsellors Abraham B. Silah, Sr., and T. Negbalee Warner. And respectfully submits.” “The appellee is represented by the Sherman & Sherman Inc., and present in Court are Counsellors Luther N. Yorfee and G. Moses Paegar. And respectfully submits”.*

EACH SIDE WAS GIVEN FORTY (40) MINUTES TO ARGUE

Counsel for appellant argued as per their brief and presented the following issues for determination by the Bench:

- “1. *Did the trial judge commit prejudicial and reversible error when he, without having taken evidence and whilst ruling on the law issues, concluded on the basis of appellee’s “P/4” attached to the complaint that the certificates of deposits were denominated in United States Dollars?*

2. *Did the appellee/plaintiff prove by preponderance of the evidence that (i) the CDs were denominated in United States Dollars, and (ii) that the terms of the CDs provided for automatic renewal?*
3. *Did the judge commit prejudicial and reversible error when he, over appellant's objections, admitted photocopies of the CDs without appellee proving that the originals were lost, destroyed or in the possession of the opposite party?*
4. *Assuming without admitting that the CDs were automatically renewed and therefore entitled to accrue interest from 1990 up to the time of the suit, could or did the accrual of interest continue unabated even during the period of force majeure declared by the Government of Liberia and/or during the one-year period from June 1990 to July 1991 when, as expressly admitted by the appellee, all banks were closed and remained closed?*
5. *Was it an error for the trial judge relying on an invalid and outdated Am Jur provision to have held that the CDs were entitled to accrue interest after their due dates, the rate of interest provided by the terms of the CDs without the appellee having presented the CDs at their maturity dates contrary to the expressed terms of the CDs and as such is the award of special damages based on the said interest rates reversible?*
6. *Whether the general damages awarded by the trial judge constitute the natural and necessary results of any wrongful conduct or act of the appellant?"*

The following questions were posed to counsel for the appellant by the Bench:

Ques: Who inserted the United States Dollars sign on the Certificate of Deposit?

Ans: The United States dollars sign was inserted by the appellee.

Ques: What was the rate of exchange at the time the Certificates of Deposit were issued?

Ans: I cannot say exactly, Your Honors, but the Liberian dollar was not on par with the United States dollar at the time.

Ques: Don't you think it would have been appropriate to have known the rate of exchange from Liberian dollars to United States dollars at the time of the deposit, to enable you determine the amount to have been transferred, since you say that the amounts deposited by the appellee were in Liberian dollars?

Ans: We would have applied the existing Central Bank of Liberia exchange rate, Your Honors.

Ques: Do you concede that the exchange rate at the time of the deposit would be the controlling rate, and not the rate at the time of the withdrawal?

Ans: Yes, Your Honors.

Ques: Was the bank accepting Liberian dollars for "*time deposit accounts*" at the time of the transaction between the appellee and the appellant?

Ans: Yes, Your Honors.

Ques: How would you want the money to be paid today to the depositor?

Ans: At the rate at the time of the deposit.

Ques: You said that there was a contract between the bank and the depositor. Where is that contract?

Ans: The Certificate of Deposit is the contract between the depositor and the bank.

Ques: Where are the wordings of the contract stated on the Certificate of Deposit?

Ans: The contract wordings are always on the back of the Certificate of Deposit, but the appellee produced copy of the front of the Certificate of Deposit and not the flip side.

Ques: Where are your copies of the Certificates of Deposit/contract?

Ans: Your Honors, all of the bank documents got damaged during the war. We did not have any copies; all of the copies were furnished us by the appellee.

Counsel for the appellant rested on the opening argument.

Counsels for appellee argued as per their brief and presented the following issues for determination by the Bench:

- “1. *Whether the currency in which the two certificates of deposit issued to appellee by appellant is denominated in Liberian dollars or United States dollars?*
2. *Whether appellee is entitled to recover interest on its two (2) certificates of deposits after their respective dates of maturity?*
3. *Whether appellee proved special and general damages?”*

The following questions were posed to counsel for the appellee by the Bench:

Ques: How did you come up with the amount that you are claiming from the appellant?

Ans: The principal amounts for the two Certificates of Deposit and the interests were computed, Your Honors.

Ques: Why did you request for United States dollars from the appellant?

Ans: We wanted to be specific, because banks were designating Liberian dollars & United States dollars to differentiate the currencies involved.

Ques: Did the Certificates of Deposit have a flip side?

Ans: There is no flip side to the Certificates of Deposit. The contract wordings are on the face of the certificate.

Ques: Was there an endorsement on the back of the Certificate of Deposit?

Ans: No, Your Honors.

One of counsel for the appellee rested on the opening argument.

One of counsel for the appellee in closing, prayed the Honorable Supreme Court to grant its prayer as contained in the appellee’s brief.

The following questions were posed by the Bench to one of counsels for the appellant on the closing argument:

Ques: Are you saying that the Certificates of Deposit are not the making of the appellant?

Ans: The certificates were doctored, Your Honors. The appellee even admitted inserting United States dollars sign on the certificates.

Ques: With regards to exhibit P/4 and P/7, how do you explain them; are you saying that they are fraudulent?

Ans: Two certificates were issued and only one of them was renewed. There was no request from the appellee to renew the second one. Payment was made to the appellee on the second Certificate of Deposit.

Ques: Why do you think an international corporation like the appellee would open a time deposit account in Liberian dollars?

Ans: We need to investigate more, Your Honors. That is why I requested Your Honors to have the matter remanded so that the proper evidence can be taken.

Ques: Was the issue of fraud raised in this matter?

Ans: Yes, Your Honors.

One of counsels for the appellant, in closing, prayed the Honorable Supreme Court to reverse the final judgment of the trial judge and grant unto the appellant any and all further relief that Your Honors deem just, equitable and legal as in keeping with law. And respectfully submitted.

THE COURT: "RULING RESERVED. MATTER SUSPENDED."

There being no other matters to claim the attention of the Court, His Honor Francis S. Korkpor, Sr., Chief Justice, ordered Rev. J. Joel Gould, Chaplain, Supreme Court of Liberia, to give the benediction. The Marshal was ordered to adjourn the Court to meet on Wednesday, May 24, 2017, at the hour of 10:00 a. m. And said order was carried out.

Respectfully Submitted:

Atty. Sam Mamulu  
ACTING CLERK, SUPREME COURT, R.L.