

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

WEDNESDAY, MARCH 22, 2017
3RD DAY’S SESSION

The Honorable Supreme Court of the Republic of Liberia, sitting in its March Term, 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.

OFFICERS OF COURT PRESENT.

COUNSELLORS PRESENT: Emmanuel B. James, Rosemarie B. James, Denise Sokan, James E. Pierre, Benedict F. Sannoh, Osborne K. Diggs, Jr., Momolu V. Sackor-Sirleaf, Taweh Johnson, Sayma Syrenius Cephus, Ziaye B. Dehkee, A. Ndubusi Wabudike, Viama J. Blama, Peter Y. Kerkula, B. Mulbah Togbah, Amara Sheriff and D. Onesimus Barwon.

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. I. Cisco Brown, Assistant Chaplain, Supreme Court of Liberia.

A motion for the correction and adoption of the minutes of Tuesday, March 21, 2017, 2nd day’s session, was made by Counsellor Momolu V. Sackor Sirleaf, and seconded by Counsellor Amara M. Sheriff of J. Johnny Momoh & Associates Legal and Consultancy Chambers, Inc.

The following corrections were made to the minutes of Tuesday, March 21, 2017, 2nd day’s session, by the Bench:

Page 1: *“JUDGES PRESENT: James E. Jones, J. Vinton Holder, Johannes Z. Zlahn, Roosevelt D. Willie, Chan Chan Paegar, Ceaineh C. Johnson, Richard S. Klah, Sr., and Comfort S. Natt.*

Page 2: *“Ans: Yes, Your Honors. Most times issues raised by the parties are not considered by the Bench.*

At this stage the Chief Justice informed the counsel that his answer was incorrect.

” Ques: Why have you not facilitated the transfer of the records to the Supreme Court?

Page 4: *The Marshal’s returns indicated that the respondent’s counsel was not served copy of the notice of assignment because it was observed that the respondent’s counsel lives in Grand Gedeh County, where the matter emanated, and the Marshal did not have sufficient time to travel to Grand Gedeh County to have the respondent’s counsel served.*

THE COURT: *“With the corrections made by the Bench, the minutes of Tuesday, March 21, 2017, 2nd day’s session, are adopted.”*

THE CASE: MIATA BEYSOLOW OF THE CITY OF MONROVIA, MOVANT, VERSUS, THE REPUBLIC OF LIBERIA BY AND THRU THE LIBERIA ANTI-CORRUPTION COMMISSION (LACC), RESPONDENT. ACTION: MOTION TO DISMISS APPEAL IS CALLED FOR RULING.

REPRESENTATIONS: “*Movant is represented as per records, and present in Court is Amara Sheriff. And respectfully submits.*” “*Respondent is represented as per records and present in Court is Counsellor Taweh S. Johnson. And respectfully submits.*”

THE COURT: “*The representations of the parties are noted.*”

NOTE: RULING ATTACHED.

THE CASE: LIBERIA TELECOMMUNICATIONS AUTHORITY, THE REGULATOR OF TELECOMMUNICATIONS IN LIBERIA, BY AND THRU ITS CHAIRPERSON, ANGELIQUE E. WEEKS, AND ANY OF ITS OTHER COMMISSIONERS OR OTHER AUTHORIZED OFFICIALS OF CONGO TOWN BACK ROAD, BUILDING D-168, TOWNSHIP OF CONGO TOWN, MONTSERRADO COUNTY, LIBERIA, MOVANTS, VERSUS NATIONAL ASSOCIATION OF TELECOM CONSUMERS (NATELCO) REPRESENTED BY ITS PRESIDENT, BARTHOLOMEW W. WILSON, AND ITS OTHER AUTHORIZED OFFICIALS OF THE CITY OF MONROVIA, LIBERIA, RESPONDENT. ACTION: MOTION TO DISMISS APPEAL IS CALLED FOR HEARING.

REPRESENTATIONS: “*Movant is represented as per records and present in Court is Counsellor Osborne K. Diggs, Jr. And respectfully submits.*” “*Respondent is represented by Jones & Jones Law Firm and present in Court are Counsellors Peter Y. Kerkula and Denise S. Sokan, who say that after the notation of representations, counsel has a submission to make. And respectfully submits.*”

THE COURT: “*The representations of the parties are noted. Counsel for respondent may proceed to make her submission.*”

SUBMISSION: “*One of counsels for respondent begs to inform Your Honors that respondent hereby concedes the legal soundness of movant’s motion to dismiss respondent/appellant’s appeal. And respectfully submits.*”

RESISTANCE: “*Counsel for movant interposes no objection. And respectfully submits.*”

THE COURT: “*RULING RESERVED. MATTER SUSPENDED.*”

THE CASE: MAGNA DIVERSIFIED COMPANY BY AND THRU ITS GENERAL MANAGER, MORLEY P. KAMARA OF THE CITY OF MONROVIA, LIBERIA, MOVANT, VERSUS MANDRA FORESTRY LIBERIA, LIMITED, REPRESENTED BY ITS PRESIDENT SIO KAI SING AND ALL CORPORATE OFFICERS OF THE CITY OF MONROVIA, LIBERIA, RESPONDENT. ACTION: MOTION TO DISMISS APPEAL IS CALLED FOR HEARING.

REPRESENTATIONS: *“Movant is represented by Heritage Partners and Associates, Inc. and J. Johnny Momoh & Associates Legal and Consultancy Chambers, Inc., and present in Court are Counsellors Mark M. M. Marvel, Abraham B. Sillah and Amara M. Sheriff. And respectfully submits.” “Respondent is represented by SEMAR Law Offices and Pierre, Tweh and Associates Law Offices, and present in Court are Counsellors Sayma Syrenius Cephus and Scheaplor R. Dunbar, who say they have a submission to spread on the minutes of court after the notation of representations. And respectfully submits.”*

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

SUBMISSION: *“One of counsels for respondent says that he has just been retained this morning by the respondent. Counsel prays Your Honors and this Honorable Court for consolidation of the motion to dismiss and the appeal, as both have common issues of law and facts. Counsel says that the consolidation of both the motion and the appeal will avoid the waste of time in disposing of the matter. Counsel says that this application is made in good faith and in no way intended to delay and baffle this case. And respectfully submits.”*

RESISTANCE: *“Counsel for movant/appellee requests Your Honors to disregard and dismiss the application of the respondent for the following reasons:*

- 1. That the application made by Counsellor Dunbar that he was retained just today is untrue. Pierre, Tweh and Associates actually participated in the proceeding in the trial court and even concluded the matter to the point of the service of the appeal bond and the notice of completion of appeal. Your Honors are kindly requested to take judicial notice of the records of these proceedings specifically appellant’s appeal bond and notice of completion of appeal both of which were duly signed by Counsellor Scheaplor R. Dunbar.*
- 2. As to the consolidation of the motion to dismiss and the appeal, counsel says same should be denied because there are separate and distinct issues to be decided with respect to the motion and the appeal.*

3. *Counsel submits that the motion calls for procedural issues and specifically attacks the validity and the surety of the appeal bond. And the issues that are generated by the averments contained in the motion are separate and distinct from the issues raised in the appeal.*
4. *Counsel submits that it needs not be said that when the motion is sustained there will be no need for the hearing of the appeal.*

Wherefore, counsel requests Your Honors to deny and dismiss the application of the respondent and order this matter proceeded with. And respectfully submits.”

THE COURT: *“The application of one of counsels for respondent for the consolidation of the motion to dismiss and the appeal is denied. The counsels may now proceed with the argument of the motion to dismiss. And it is hereby so ordered.”*

EACH SIDE WAS GIVEN THIRTY (30) MINUTES TO ARGUE

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

- “1. *Did the respondent/defendant below breach its obligation under the controlling statute regarding the filing and service of its appeal bond on the plaintiff/movant?*
2. *Is the bond filed by the respondent/appellant valid, adequate and sufficient to indemnify plaintiff/movant?*
3. *Does Mutual Benefit Assurance Company (MBA) qualify to serve as surety within the Republic of Liberia?*
4. *Will motion to dismiss lie where the appeal bond is patently defective?*

The following questions were posed to one of counsels for the movant by the Bench:

Ques: Who served as surety for the respondent/appellant?

Ans: The Mutual Benefit Assurance Company serves as surety for the respondent/appellant.

Ques: Where did the Insurance Certificate you are making reference to come from?

Ans: The Insurance Certificate was issued by the Central Bank of Liberia.

Ques: Does an insurance certificate give authorization to an insurance company to engage in insurance activities?

Ans: Yes, Your Honors.

Ques: Since you say the Insurance Certificate gives an insurance company the right to engage in insurance activities, then what is your qualm with the Mutual Benefit Assurance Company posting an appeal bond in favor of the respondent/appellant?

Ans: The Insurance Certificate gives an insurance company the right to engage in insurance activities, but not for the issuance of appeal bonds.

Ques: What is the judgment amount?

Ans: The judgment amount is two (2) million United States dollars.

Ques: Why do you seek to dismiss the appeal announced by the respondent/appellant, since you say the judgment amount is two (2) million United States dollars, given that the assets of the insurance company is 5 (five) million United States dollars?

Ans: When the initial bond was filed, the insurance company informed the court that 3 million United States dollars of the 5 million United States dollars they had in assets was in Niger, and 1.6 million United States dollars was encumbered or had a lien on it. That bond was challenged and the insurance company withdrew it, because the amount they had left was less than 2 million United States dollars.

Ques: Do you think the respondent is in collusion with the Central Bank of Liberia?

Ans: I would not use the word "*collusion*" Your Honors, but the surety is avoiding its responsibility to indemnify the appellee/movant.

Ques: You said that the first bond was withdrawn for insufficiency, what did you do when a subsequent appeal bond was filed?

Ans: The second bond was filed on the 59th day along with the notice of completion of appeal, so we did not have the time to challenge the appeal bond at the lower court.

Ques: Don't you think that the period between the time the first bond was withdrawn and a new one was filed, the surety might have cured the defects to allow the Central Bank to certify them (surety)?

Ans: If the surety cured the defect, they should have indicated the changes made to the new bond.

Que: Are you saying that the Central Bank of Liberia did not do its job properly?

Ans: I wouldn't say so, Your Honors.

Ques: Were the two bonds filed by the same insurance company?

Ans: Yes, Your Honors.

Ques: What is the period between the time the first bond was disqualified and a new one filed?

Ans: I took Eight (8) months, Your Honors.

Ques: How is that possible, when only 60 days is required to complete the process?

Ans: The first bond was by attachment, Your Honors.

One of counsels for the movant rested on the opening argument.

Counsels for respondent argued as per their resistance and rested.

Counsel for respondent in closing prayed the Honorable Supreme Court to deny movant's motion to dismiss and to grant the resistance of the respondent. And respectfully submitted.

Counsel for movant in closing, prayed the Honorable Supreme Court to grant movant's motion and have the appeal denied and dismissed. And respectfully submitted.

THE COURT: "RULING RESERVED. MATTER SUSPENDED."

THE CASE: SIAFA KAMARA OF THE CITY OF MONROVIA, REPUBLIC OF LIBERIA, MOVANT, VERSUS CROSSROAD ENTERPRISE OF THE CITY OF MONROVIA, LIBERIA, RESPONDENT, ACTION: MOTION TO DISMISS APPEAL IS CALLED FOR HEARING.

REPRESENTATIONS: *“Movant is represented as per records and present in Court is Counsellor Amara M. Sheriff. And respectfully submits.”*

No counsel appeared for respondent.

At this stage, Mr. Joseph Jusu, General Manager of Crossroad Enterprise, respondent, who was present in Court, was called upon by the Bench to explain why his lawyer was not present. Mr. Jusu informed the Court that he wrote a communication to the Supreme Court informing the Court of the late withdrawal of the lawyer who had earlier agreed to represent him. The communication filed by Mr. Joseph Jusu was read in open court by the Clerk of Court.

THE COURT: *“At the call of the case we discovered a letter on the file of the case written by Mr. Joseph Jusu, General Manager, Crossroad Enterprises, Inc., the respondent herein. In his letter, Mr. Jusu has informed the Court that he contacted one Counsellor Sayweh (Sayeh) to represent his interest in this case before the Supreme Court. He indicated that although Counsellor Sayweh agreed to represent him, he is surprised that late yesterday at about 4:30 p.m., Counsellor Sayweh called him at his office and told him that he will no longer represent him.*

This is not the first time the case has been called for hearing. The record shows that this case was assigned for hearing during the March 2016 Term of this Court. At that time, Mr. Jusu who was present in Court without his counsel informed Court that his counsel, Counsellor Momodu Jawandoh, was ill and could not therefore be physically present to represent him. Upon that information the Court postponed this matter.

We should note that this case was filed with the Ministry of Labor since January 2011. After ruling at the Ministry of Labor granting unfair labor practice against the management of Cross Road Enterprise represented by Mr. Joseph Jusu, the matter was heard at the Labor Court on Judicial Review. Ruling was also entered in favor of the complainant, Siafa Kamara. Thereupon, the Crossroad Enterprises by and through Mr. Joseph Jusu appealed to the Supreme Court.

Given the protracted period that this case has remained before this Court, we hereby warn Mr. Jusu that he should make all effort in identifying a lawyer to represent him so that the matter can be heard and finally decided. We will grant another postponement in this case at this time, with the proviso that the matter be assigned on Monday, April 24, 2017, at the hour of 10:00 a.m.

Mr. Joseph Jusu representing the Crossroad Enterprise is hereby ordered to find a lawyer to represent his interest at the call of the case at that time. If at the time the case is called and again there is no lawyer representing the Crossroad Enterprise, this Court will proceed to enter upon the record and make the appropriate decision. And it is hereby so ordered. Matter suspended.”

THE CASE: COUNSELLOR BENEDICT F. SANNOH OF THE CITY OF MONROVIA, LIBERIA, MOVANT, VERSUS MERIDIEN BIAO BANK LIBERIA, LTD. (MBLL) UNDER SEIZURE, REPRESENTED BY AND THRU THE CENTRAL BANK OF LIBERIA BY AND THRU ITS GOVERNOR, ELIAS SALEE, ALSO OF THE CITY OF MONROVIA, LIBERIA, RESPONDENT. ACTION: MOTION TO DISMISS APPEAL IS CALLED FOR HEARING.

REPRESENTATIONS: *“Movant is represented as per records and present in Court are Counsellors Benedict F. Sannoh pro se, Viama J. Blama, and A. Ndubusi N. Wabudike. And respectfully submits.” “Respondent is represented by International Group of Legal Advocates and Consultants, and present in Court are Counsellors Rosemarie Banks James and Emmanuel B. James. And respectfully submits.”*

Note: *“Chief Justice Francis S. Korkpor recuses himself from the hearing and determination of this matter because at some point when he was a Counsellor of the Supreme Court of Liberia, he represented one of the parties in this case.”*

Note: *“Madam Justice Sie-A-Nyene G. Yuoh says that it has been brought to her attention that she was legal counsel of the Central Bank of Liberia during the time this matter was pursued, she thereby recuses herself from the hearing and determination of this case.”*

At this stage, Mr. Justice Kabineh M. Ja’neh presided over the hearing of this matter.

EACH SIDE WAS GIVEN FORTY FIVE (45) MINUTES TO ARGUE.

Counsels for movant in arguing their side of the case presented the following issues for *determination by the Bench*:

- “1. *Where the rules of the Debt Court mandate that an announcement of appeal shall not serve as a stay to the enforcement of the judgment, can a judge, sua sponte, refuse to enforce the judgment and then proceed to approve the notice of completion of appeal, and thereby lose jurisdiction over the matter?*”
2. *Is the appeal bond defective and hence the appeal subject of dismissal where the appellant fails to show by certificate or other legal instrument processes assets within the Republic of Liberia sufficient to cover the obligation undertaken by the said insurance company in the bond, exclusive of other bonds to which it is already serving as surety, commensurate with the amount stated in the bond?*
3. *Where the notice of the filing of the bond is served simultaneously on the appellee with the notice of completion of appeal, can the appellee file an exception to the bond in the trial court or a motion to dismiss the appeal in the Supreme Court?*
4. *Can a license issued to a company by the Central Bank of Liberia to operate as an insurance company satisfy the fourth standard under Reeves V. Quiah Brothers that the insurance company possesses assets within the Republic of Liberia, sufficient to cover the obligation undertaken by the insurance company as a surety?”*

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

Ques: Why should we assume that the currency of the amount of one (1) million indicated on the license given by the Central Bank of Liberia is Liberian dollars?

Ans: The prevailing currency in Liberia is Liberian dollar unless as otherwise stated.

Ques: What is the essence of the requirement of an appeal bond?

Ans: It's a commitment that the surety takes to indemnify the appellee.

Counsel for the movant rested on the opening.

Counsel for respondent in arguing their side of the case presented the following issues for determination of the Bench:

- “1. *Whether the letter of January 4, 2015 subsequently written by movant requesting that His Honor Judge James Jones order the Clerk of Court to issue a bill of cost is the proper document to move the Court?*

2. *Whether the grounds stated by movant for the dismissal of appellant/respondent’s appeal are in keeping with the statutory grounds set forth in section 51.16 of ILCLR?*

3. *Whether under the Financial Institution Act and the Central Bank Act the retainership contract allegedly concluded between the appellee and the Seized Bank can be said to have continued to exist after the seizure of the bank by the National Bank of Liberia, therefore the action should be dismissed as a matter of law?”*

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

Ques: Is the insurance license given by the Central Bank of Liberia the same as the Central Bank’s insurance certificate?

Ans: The Central Bank’s license affords and grants an insurance company the authority to issue bonds.

Ques: Why the Central Bank of Liberia did not get an insurance certificate from another entity, since it is a party to the case?

Ans: No other government entity is authorized by law to issue insurance certificate. The Central Bank of Liberia is the only regulatory body for insurance activities in Liberia, Your Honors.

Counsel for the respondent rested on the opening arguments.

Counsel for respondent in closing prayed the Honorable Supreme Court to deny movant’s motion and grant the resistance of the respondent. And respectfully submitted.

Counsel for the movant in closing prayed the Honorable Supreme Court to grant movant’s motion. And respectfully submitted.

THE COURT: “RULING RESERVED. MATTER SUSPENDED.”

THE CASE: HIS HONOR VARNIE D. COOPER, ASSIGNED JUDGE, SIXTH JUDICIAL CIRCUIT COURT, MONTSERRADO COUNTY, JOHNNY BLAIN, CLERK OF COURT, JIMMY GARLEY, SHERIFF AND BAILIFFS OF THE CIVIL LAW COURT, MONTSERRADO COUNTY, AND MOMOLU V. S. SIRLEAF, DUKULY-SIRLEAF ESTATE, REPRESENTED BY COUNSELLOR MOMOLU V. SACKOR SIRLEAF, MOVANTS, VERSUS STEPHEN A. TOLBERT, CARMENIA E. TOLBERT, VILLANCY REALTY INC., SWISS AFRICAN TRADING CORPORATION (SATCO), MONTRACO, MESURADO CORPORATION CONSOLIDATED (1966) & MESURADO GROUP OF COMPANIES THROUGH ITS PRESIDENT, JONATHAN SHIANCEO, RESPONDENTS, ACTION: MOTION TO DISMISS IS CALLED FOR HEARING.

REPRESENTATIONS: *“Movants are represented by Counsellor Momolu V. Sackor-Sirleaf. And respectfully submits.” “Respondents are represented by Brumskine Law Firm and present in Court is Counsellor D. Onesimus Barwon who begs leave of Court to inform Your Honors that he has an application to spread on the minutes of Court after the notation of representation. And respectfully submits.”*

THE COURT: *“The representations of the parties are noted. Counsel for respondents may proceed to make his submission/application.”*

SUBMISSION: *“Respondents’ counsel most respectfully begs leave of Court to inform Your Honors and this Honorable Court that the inclusion of the first three (3) names mentioned in the pleading, that is to say, co-respondents Stephen A. Tolbert, Carmena Tolbert and Villancy Realty Corporation, was erroneous, as they were not meant to be represented by respondents’ counsel, Brumskine and Associates. The inclusion of their names in the pleading was inadvertently done for which respondents’ counsel honestly apologizes to Your Honors, and requests further that Your Honors grant respondents’ counsel request for two weeks to contact the respondents in order to inform them of the fact that the case has resumed at the level of the Honorable Supreme Court, for which they will need to be legally represented.*

Finally, counsel also says and submits that respondents’ counsel retainer contract with the other respondents expired or was terminated in 1990. This counsel for respondents so prays and respectfully submits.”

RESISTANCE: *“Counsel for movants interposes no objection to respondents’ counsel request for two weeks. And respectfully submits.”*

THE COURT: *“The request made by counsel for respondents to postpone this case for a period of two weeks to inform the respondents of the resumption of the case at the Supreme Court, to which request counsel for movants interposed no objection, is hereby granted. This matter will be assigned for hearing after two weeks as of today’s date. The parties are advised to file their respective pleadings before this Court within the said period. And it is hereby so ordered. Matter Suspended.”*

There being no other matters to claim the attention of the Court, His Honor Francis S. Korkpor, Sr., Chief Justice, ordered Rev. I. Cisco Brown, Assistant Chaplain, Supreme Court of Liberia, to give the benediction. The Marshal was ordered to adjourn the Court to meet subject to call. And said order was carried out.

Respectfully Submitted:

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