

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

THURSDAY, APRIL 20, 2017
5TH 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 Sie-A-Nyene G. Yuoh travelled.

OFFICERS OF COURT PRESENT.

COUNSELLORS PRESENT: Scheaplor R. Dunbar, Cooper W. Kruah, Sylvester D. Rennie, Milton D. Taylor, J. Daku Mulbah, Dexter Tiah, Sr., Sayman Syrenius Cephus, Thompson N. Jargba, T. Negbalee Warner and Edwin K. Martins.

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, April 6, 2017, 4th day’s session, was made by Counsellor J. Daku Mulbah, County Attorney, Montserrado County, and seconded by Counsellor Milton D. Taylor of the Law Offices of Taylor & Associates, Inc.

The following corrections were made to the minutes of Thursday, April 6, 2017, 4th day’s session, by the Bench:

Page 2: “REPRESENTATIONS: “*Appellant is represented by Sherman and Sherman, Inc., and present in Court is Counsellor Albert S. Sims. And respectfully submits.*”

Page 6: “*At this stage, the Chief Justice ascertained from the Clerk of Court whether there was any letter of excuse filed by the absent counsel. The Clerk of Court responded in the affirmative, and he, by order of the Chief Justice, read the said letter of excuse.*”

“ *However, if Kemp and Associates Law Firm refuses or fails to file brief as directed today, the Court will still enter upon the record and make appropriate decision in this case in keeping with the applicable rules.*”

THE COURT: *“With the corrections made by the Bench and the Bar, the minutes of Thursday, April 6, 2017, 4th day’s session, are adopted.”*

THE CASE: TAYNEE DOLO, DEFENDANT/APPELLANT VERSUS REPUBLIC OF LIBERIA, PLAINTIFF/APPELLEE, ACTION: APPEAL, AGGRAVATED ASSAULT IS CALLED FOR HEARING.

REPRESENTATIONS: *“The appellee, Republic of Liberia, is represented by the Ministry of Justice and present in Court is Counsellor J. Daku Mulbah, County Attorney, Montserrado County. And respectfully submits.”*

No counsel appeared for the appellant.

At this stage, the Chief Justice ascertained from the Marshal whether a copy of the notice of assignment was served on the appellant. The Marshal informed Court that the appellant was personally served with a copy of the notice of assignment, and she is present in Court this morning.

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

Ques: Do you have a lawyer?

Ans: Yes Your Honors, but my lawyer is an Attorney-at-Law. I talked to Counsellor Obey to represent me at the Supreme Court, but he travelled out of the Country and has not returned.

Ques: How much time do you want to find a Counsellor-at-law to represent you at the Supreme Court?

Ans: I would like for the Court to give me one (1) month to find a new lawyer to represent me at the Supreme Court.

RESISTANCE: *“Counsel for appellee interposes no objection to the request for one month postponement made by appellant to enable her find a lawyer to represent her interest. And respectfully submits.”*

THE COURT: *“At the call of the case, no counsel appeared for the appellant. The record reveals that the notice of assignment was received by the appellant. The appellant appeared in Court and requested for a period of thirty (30) days to enable her find a counsellor-at-law to represent her interest, as the lawyer that represented her at the lower court is an attorney-at-law. She informed Court that she contacted Counsellor A. W. Octavius Obey to represent her at the Supreme Court, but he is presently out of the country. The Court will grant the period of thirty (30) days requested by the appellant. And it is hereby so ordered. Matter suspended.”*

THE CASE: THE MANAGEMENT OF FORESTRY DEVELOPMENT AUTHORITY OF WEIN TOWN, MONTSERRADO COUNTY, LIBERIA, APPELLANT, VERSUS ESTHER W. SALI OF THE CITY OF MONROVIA, REPUBLIC OF LIBERIA, APPELLEE. ACTION: APPEAL, BILL OF INFORMATION IS CALLED FOR HEARING.

REPRESENTATIONS: *“The appellee is represented by Henries Law Firm and present in Court is Counsellor Dexter Tiah, Sr.. And respectfully submits.”*

No counsel appeared for the appellant.

At this stage, the Chief Justice ascertained from the Clerk of Court whether there was any letter of excuse filed by the appellant. The Clerk of Court responded in the affirmative, and he, by order of the Chief Justice, read the said letter of excuse.

THE COURT: *“At the call of the case, the Forestry Development Authority (FDA), Appellant, by and thru its Deputy Managing Director for Administration, Kederick F. Johnson, informed the Court that the External Counsel who represented appellant in matters before the Supreme Court had recently parted company with it, and that appellant was currently in the process of recruiting an external counsel. Mr. Johnson further requested the Court for a period of three (3) weeks to enable appellant retain the services of a counsel to represent its interest. To this request, counsel for appellee interposed no objection. The Court hereby grants appellee’s request for three weeks and hereby postpones the hearing of this case to be assigned after three (3) weeks. And it is hereby so ordered. Matter suspended.”*

THE CASE: RAMSON W. GEORGE, T. AUGUSTINE NYENSWA, ENOCH EASTMAN, MARCUS A. NYENKON, HISTEVION FORH, CHARLES W. CARTER, T. Z. AKORSAH AND MARTHA NEWMAN, APPELLANTS, VERSUS NEW JERUSALEM TEMPLE OF CALVARY PENTECOSTAL REDEMPTION CHURCH, BY AND THRU ITS BISHOP, BENJAMIN DOE-WION, SR., APPELLEE, ACTION: APPEAL, PETITION FOR CANCELLATION OF MEMORANDUM OF UNDERSTANDING IS CALLED FOR HEARING.

REPRESENTATIONS: “Appellants are represented by Jargba & Jargba Inc., and Legal Watch Inc., and present in Court are Counsellors Thompson N. Jargba and Sylvester D. Rennie. And respectfully submit.” “Appellee is represented by Henries Law Firm and present in Court is Counsellor Cooper W. Kruah. And respectfully submits.”

EACH SIDE WAS GIVEN 45 MINUTES TO ARGUE

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

- “1. Whether a party to a contract will disavow its terms and conditions after benefiting therefor and caused the position of the contracting party to shift?
2. Whether Cancellation will lie in the case at bar?”

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

Ques: Was the Church a corporate body?

Ans: Yes, Your Honors.

Ques: Who constructed the school?

Ans: The school was constructed by the Church.

Ques: If you say the Church is a corporate body and it wanted to give its property to someone, is there not a legal process to follow?

Ans: Yes, Your Honors, there is a legal process to follow. The Bishop being the head of the Church, most decisions regarding the Church are made by the Bishop after consultation with the leadership.

Ques: How many persons signed the memorandum of understanding?

Ans: The memorandum of understanding was signed by three (3) persons from the Church and three (3) persons from the community.

Ques: Did the Church remove itself from the administration of the school?

Ans: No, Your Honors. The Church has some roles to play in the running of the school.

Ques: Who were the appellants answerable to while running the school?

Ans: The appellants were answerable to the community and the Church.

Ques: Is the community a corporate body?

Ans: No, Your Honors.

Ques: Are all of the persons representing the community members of the Church?

Ans: Yes, Your Honors.

Ques: Where is the school located?

Ans: Both the school and the Church are located in the same fence in Logan Town.

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

Counsel for the appellee argued as per his brief and presented the following issues for determination by the Bench:

- “1. *Whether the unanimous verdict of the trial jury is supported by the weight of the evidence that was adduced during the trial?*
2. *Whether the appellants/defendants in these proceeding defended the authenticity of the purported Memorandum of Understanding?*
3. *Whether the appellants in these proceedings were justified to have executed the purported memorandum of understanding to run the Church’s school for 25 years even though the school was renovated by UNMIL Quick Impact Project that did not required repayment of the money expended by UNMIL for the renovation of the School?”*

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

Ques: Who pays the salaries of the school’s leadership?

Ans: The salaries of the school’s leadership are paid by the Church.

Ques: Why did you allow the appellant to take over the affairs of the school after they had been suspended?

Ans: The appellants refused to leave the school and they organized the students against the Bishop.

Ques: Is the Vice Principal a member of the Church?

Ans: He visited the Church often, since he was an employee of the Church.

Ques: What is the status of the school now?

Ans: The school is still being run by the appellants.

Ques: Was there an order from the lower court to place the proceeds collected from the school into an escrow account?

Ans: No, Your Honors. The court ordered that a management team headed by the Sheriff of the Civil Law Court be set up to coordinate the affairs of the school.

At this stage, the Court ordered the counsels representing the parties to work together to make sure that the order of the Civil Law Court, that a management team be set up, is executed.

Counsel for appellee rested on the opening argument.

Counsel for appellee in closing, prayed the Honorable Supreme Court to grant the prayer of the appellee as contained in its brief. And respectfully submitted.

Counsel for the appellants in closing, prayed the Honorable Supreme Court to grant the prayer of the appellants as contained in its brief. And respectfully submitted.

THE COURT: "RULING RESERVED. MATTER SUSPENDED."

THE CASE: PROJECT CONCERN INTERNATIONAL (PCI) OF THE CITY OF MONROVIA, LIBERIA, APPELLANT, VERSUS BIG STAR CAR RENTAL REPRESENTED BY AND THRU ITS AUTHORIZED REPRESENTATIVE, ALI HAMZE ALSO OF THE CITY OF MONROVIA, LIBERIA, APPELLEE. ACTION: APPEAL, ACTION OF DEBT IS CALLED FOR HEARING.

REPRESENTATIONS: *"Appellant is represented by Law Offices of Taylor and Associates, Inc., in association with Heritage Partners and Associates, Inc., and present in Court are Counsellors T. Negbalee Warner and Milton D. Taylor. And respectfully submit."* *"Appellee is represented by CEMAR Law Offices and present in Court are Counsellor Edwin K. Martin and Sayma Syrenius Cephus. And respectfully submit."*

EACH SIDE WAS GIVEN 45 MINUTES TO ARGUE

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

- "1. Whether the trial judge committed prejudicial and reversible error when he failed to consider the defendant's evidence of deduction and remittance of the withholding taxes to the Liberia Revenue Authority for the account of the appellee?"*

2. *Whether the appellant/defendant's deduction and remittance of the withholding taxes to the Liberia Revenue Authority (LRA) was unlawful and constituted a breach of the vehicle rental contracts solely because the vehicle rental service contract did not expressly authorize the appellant to make such deduction?*
3. *Whether the appellee/plaintiff proved the allegations of the appellant/defendant's indebtedness by the preponderance of evidence?"*

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

Ques: After the reconciliation process, did the appellee get back to the appellant to inform them of some new discovery (ies)?

Ans: No, Your Honors.

Ques: Are you saying that the suit is baseless?

Ans: Yes, Your Honors.

Ques: How much money was deposited into the escrow account?

Ans: About USD\$171,000.00 was deposited into the escrow account.

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

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

- “1. *Whether the defendant is indebted to appellee in the amounts contained in the complaint as supported by the quantum of evidence adduced at trial, and therefore, the judgment of the court below should be upheld as a matter of law?*
2. *Whether the taxes which the appellant withheld from appellee without remitting same to LRA remain the legitimate funds of the appellee?*
3. *Whether the allegations of frauds alleged by the appellant's counsel but which were contradicted by appellant's own witness at the trial, and not proved, can serve as a basis for ascribing liability to the appellant?*
4. *Whether the appellant is also indebted to appellee in the amount of US\$10,370.00 (Ten Thousand Three Hundred Seventy United States Dollars) representing invoices for fuel provided the appellant during the course of the contracts?*

5. *Whether the motion for newly discovered evidence which was filed by appellant after appellee rested evidence and which does not meet the statutory requirements is consistent with trial practice and procedure in this jurisdiction?”*

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

Ques: How much money did the appellant admit owing the appellee?

Ans: The appellant admitted owing the appellee for gasoline used US\$10,000.00 only.

Ques: How were the payments made to the appellee for its services to the appellant?

Ans: At the end of the contract period, the bills are submitted by the appellee to the appellant, and payments are made.

Ques: What were the types of vehicles that the appellant rented from the appellee?

Ans: The appellant rented jeeps from the appellee to make trips to Bong and Nimba Counties.

Ques: Has the appellant paid the US\$10,000.00 it admitted owing the appellee?

Ans: No, Your Honors.

Counsel for appellee rested on the opening.

Counsel for appellee in closing, prayed the Honorable Supreme Court to grant the prayer of the appellee as contained in the appellee's brief. And respectfully submitted.

Counsel for appellant in closing, prayed the Honorable Supreme Court to grant the prayer of the appellee as contained in the appellant's brief. 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. 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.

