

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA  
OCTOBER TERM, A.D. 2019

PRESENT: HIS HONOR FRANCIS S. KORKPOR, SR..... CHIEF JUSTICE  
“ : HER HONOR JAMESETTA H. WOLOKOLIE ..... ASSOCIATE JUSTICE  
“ : HER HONOR SIE-A-NYENE G. YUOH ..... ASSOCIATE JUSTICE  
“ : HIS HONOR JAMES N. NAGBE ..... ASSOCIATE JUSTICE  
“ : HIS HONOR YUSIF D. KABA ..... ASSOCIATE JUSTICE

The Government of the Republic of Liberia  
By and through the Ministry of Justice,  
Monrovia, Liberia ..... MOVANT)

VERSUS

Atlantic Resources Ltd,  
Address Unknown .....RESPONDENT)

)  
) MOTION TO DISMISS  
)  
)

GROWING OUT OF THE CASE:

IN RE: THE CONSTITUTIONALITY OF THE RATIFICATION  
OF THE FOREST MANAGEMENT CONCESSION CONTRACT  
FOR AREA “F” BY THE NATIONAL LEGISLATURE IN FAVOR  
OF EURO LIBERIA LOGGING COMPANY – ATLANTIC RESOURCES  
LTD., PETITIONER

Heard: July 8, 2020

Decided: September 3, 2020

Mr. Chief Justice Korkpor delivered the Opinion of the Court.

This is a motion to dismiss filed by the Government of the Republic of Liberia, by and through the Ministry of Justice (movant) requesting this Court to dismiss an in re petition filed by Atlantic Resources (respondent) to determine the constitutionality of the ratification of the Forest Management Concession Contract signed between Euro Liberia Logging Company and the Forestry Development Authority (FDA).

Atlantic Resources alleged in the petition that it was one of several applicants (including Euro Liberia Logging Company) that participated in the bid tender process for forest management contracts in respect of marked-out and divided forest areas, one of which forest areas is “Area F”; that as per the report of the Bid Evaluation Panel, its bid was declared as the most responsive bid and accordingly, it was the winner of the process; that as the winner of the bidding process the Liberian Government, by and through FDA, should have entered into a forest management contract with it for the “Area F” forest, but instead, on the recommendation of the Government Inter-Ministerial Concession Committee, a forest concession contract was entered into with Euro Liberia Logging

Company, one of the other bidders. The records show that the forest management contract entered with Euro Liberia Logging Company by the Liberian Government, through FDA was submitted to the Legislature for ratification and was duly ratified. It is this legislative ratification which Atlantic Resources challenges as being unconstitutional. Simply stated, Atlantic Resources seeks to have this Court declare the ratification of the forest management concession contract between FDA and Euro Liberia Logging Company unconstitutional and set aside as being null and void.

The petition to determine the constitutionality of the Forest Management Concession Contract for "Area F" ratified by the National Legislature in favor of Euro Liberia Logging Company was first filed in October 2012, before Associate Justice Philip A.Z. Banks (now retired), then presiding in Chambers. The petition was withdrawn and the amended was filed in July 2015, before our Colleague, Her Honor Sie-A-Nyene G. Yuoh, also then presiding in Chambers.

Pursuant to *Section 5.64* of the *Civil Procedure Law*, which provides that whenever the constitutionality of an act of the Legislature is drawn into question in a court of law, the office of the Attorney General (Minister of Justice) should be summoned to support the constitutionality of the law, the Minister of Justice was summoned to intervene in this matter. The other affected party, Euro Liberia Logging Company also intervened in this matter and in August 2015, Euro Liberia Logging Company filed returns to the amended petition.

In May 2017, the Government of Liberia filed returns to the amended petition to determine the constitutionality of the Forest Management Concession Contract for "Area F" ratified by the National Legislature in favor of Euro Liberia Logging Company along with a motion to dismiss, which motion is now under consideration. Atlantic Resources filed resistance to the motion to dismiss and subsequently filed its brief in respect of the motion to dismiss; the Government of Liberia and Euro Liberia Logging Company jointly filed a brief in the motion to dismiss and oral arguments were thereafter entertained *pro et con* by this Court. For the benefit of this Opinion, we quote counts 3, 4 and 5 of the motion to dismiss

"3. That as to the entire cause, Movant says that same should be dismissed as the said action is initiated in contravention of *Article 26 of the Constitution of the Republic of Liberia(1986)* which provides: ... "anyone injured by the an act of the Government or any person acting under the its authority, whether in property, contract, tort or otherwise, shall have the right to bring suit for appropriate redress. *All such suits brought against the Government shall originate in a Claims Court; appeal from judgment of the Claims Court shall lie directly to the Supreme Court*".

4. Movant says that though a Claims Court has not yet been established, assuming for the sake of argument that the Government of Liberia had breached a contract with the Petitioner, the action for the breach of such contract would not be commenced in the Supreme Court by way of an In Re Proceeding to challenge the Constitutionality of a contract entered into by the Government with a third party. Hence, the entire cause must be dismissed as the Supreme

Court does not have original jurisdiction over the subject matter-i.e.- claims for the breach of a purported contract.

5. This Supreme Court of Liberia held in the case *Blamo vs. Zulu*, 30 LLR 586, 595 (1983), that it is from the averments of the complaint that the cause of action is determined; and it is from the cause of action that the subject matter over which the court has jurisdiction, in order to render a valid judgment is in turn determined; and it is from the subject matter that jurisdiction is finally determined; and where there is conflict between the title of the action and the averments of the complaint, the averments will be given precedence and thus prevail over the captioned title. Also *Intestate Estate of Dinsea v Ital Timber Corp. (ITC)* [2006] LRSC 10 (18 August 2006); The substantive averments contained in the Petition of the purported Atlantic Resources is that, its right to be awarded a contract has been violated-this is the subject matter of the proceedings. Assuming that were the case, that subject matter cannot be one over which the Supreme Court has original jurisdiction.

We quote, also, counts 3, 4 and 5 of the returns (resistance) to the motion to dismiss.

3. Further as to count two (2) above, Respondent says the Movant/GOL herein was one of the Respondents in the Declaratory Judgment action in the lower court wherein Respondent's identity, existence and corporate address were made known by proffering its Article of Incorporation as to its legal existence under the corporate Laws of Liberia.

4. That as to counts three (3) and four (4) of Movant's Motion, Respondent says that said counts should be denied and dismissed because the Movant had admitted in the said counts (three (3) and four (4)) that there exist no claims court and that any matter arising out of breach of contract by the Government of Liberia same should be cognizable before the Civil Law Court and an appeal therefrom is taken to the Honorable Supreme Court of Liberia. Respondent further says that it earlier informed Your Honors that this matter originated from the Civil Law Court through an action of Declaratory Judgment from which a ruling was made in favor of the Respondent against the Movant herein and Euro Logging Company. The Movant neglected to file an appeal to the Honorable Supreme Court but erroneously elected to file a motion to vacate and relief from Judgment contrary to Law.

5. That as to count five (5) of Movant's Motion, Respondent maintains that its right to be awarded the foreign management contract (AREA "F") was denied it as against the PPCC ruling which declared Atlantic Resources as winner, but in the face of this award in favor of the Respondent herein as enshrined in the PPCC decision, the Movant/GOL proceeded to the National Legislature to have the forest management contract ratified in favor of Euro Logging same being in contravention of the PPCC award in favor of the Respondent, thus violating Article 25 of the 1986 Constitution of Liberia which states that "Obligations of contract shall be guaranteed by the Republic and no laws shall be passed which might impaired this right". Respondent requests Your Honors to take judicial notice of the attached PPCC ruling awarding the Forest Management Contract (AREA "F") to the Respondent herein.

Before proceeding to raise and address what we have considered the cardinal issues in the determination of this motion to dismiss, we deem it necessary, at this juncture, to give a brief historical perspective of events leading to the filing of this in re petition. Atlantic Resources contended that before filing this in re petition, it embarked on a series of actions/proceedings to protect its rights; that it filed a complaint before the Complaints, Appeal and Review Panel ("CARP") of the Public Procurement and Concession Commission ("PPCC") complaining of the failure of the Government of Liberia, by and through FDA to uphold the result of the Bid Evaluation Panel. The Government denied that any such complaint was filed and challenged Atlantic Resources to provide evidence that

such a complaint was filed with the CARP, but Atlantic Resources did not substantiate its averment with any documentary evidence that it ever filed a complaint with the CARP against the grant of the “Area F” forest to Euro Liberia Logging Company. The Government maintained that assuming that a complaint was indeed filed the Government was not cited for the hearing of said complaint to state its position. And we see no evidence of this complaint in the records of this case.

Atlantic Resources also contended that the CARP ruled in its favor and mandated that any agreement for and/or in respect of the “Area F” forest area should be entered into with Atlantic Resources. Again, the Government of Liberia, by and through FDA challenged this averment as false; And again, there is no evidence in the records to support that such ruling was rendered by CARP in favor of Atlantic Resources. We must note, however, that we see in the records an instrument entitled: “*Opinion on the Case: South East Resources Limited v. Forestry Development Authority.*” This instrument was a Ruling of CARP attached as “Exhibit P/1” to the petition filed before Justice Banks challenging the constitutionality of the ratification of the forest management concession contract for “Area F” by the National Legislature in favor of Euro Liberia Logging Company. But the instrument, “Exhibit P/1” is an opinion by CARP in the case: *South East Resources Limited v. FDA*, covering the forest management contract for “Area K.” As stated by in “Count 10” of the returns filed by Euro Liberia Logging Company, “Area K” is separate and distinct from Euro Liberia Logging Company’s forest “Area F.” On the other hand, Atlantic has not shown that forest areas “F and K” are the same. We therefore conclude that the PPCC Ruling in the said “Exhibit P/1” has no relevance to Euro Liberia Logging Company’s “Area F.”

In addition to challenging Atlantic Resources’ contention that the CARP made a ruling in its favor, the Government of Liberia argued that had there been any such ruling and the Government of Liberia had failed to comply with it, the remedy available to Atlantic Resources was through a petition for judicial enforcement of an administrative order and not a challenge to the constitutionality of the ratification of the Forest Management Contract entered into by and between the Government of Liberia and Euro Liberia Logging Company for the “Area F” forest.

The records of this matter reveal that on September 25, 2009, two (2) days after the Legislature ratified the Forest Management Contract between the Government of Liberia by through FDA and Euro Liberia Logging Company, Atlantic Resources filed a petition for the writ of prohibition against the Government of Liberia. The petition for the writ of prohibition raised similar issues of constitutionality of the ratification of the Forest Management Contract as this petition to determine the constitutionality of the Forest Management Contract for “Area F” ratified by the National Legislature in favor of Euro Liberia Logging Company does. The Chief Justice (at the time Associate Justice) then presiding in Chambers cited the Atlantic Resources and the Government of Liberia to

a conference. At the end of the conference the Chief Justice declined to issue the alternative writ of prohibition.

Then in April 2010, Atlantic Resources filed a petition for declaratory judgment at the Civil Law Court for the Sixth Judicial Circuit, Montserrado County naming the Government of Liberia and Euro Liberia Logging Company as respondents. In the petition for declaratory judgment, Atlantic Resources prayed the Civil Law Court to declare that it, and not Euro Liberia Logging Company, was the winner of the bid for the “Area F” forest, therefore, a writ of possession should be issued to oust Euro Liberia Logging Company and place Atlantic Resources in possession of the “Area F” forest. No service of the writ of summons was made in the petition for declaratory judgment on Euro Liberia Logging Company and even though a declaratory judgment proceeding is not a possessory action, the Civil Law Court issued the writ of possession placing Atlantic Resources in possession of the “Area F” forest. Whereupon, Euro Liberia Logging Company filed a motion for relief from judgment with the Civil Law Court on grounds that the Civil Law Court never acquired jurisdiction over Euro Liberia Logging Company in the declaratory judgment proceedings and therefore the Civil Law Court’s judgement was unenforceable against Euro Liberia Logging Company. Upon a hearing, the Civil Law Court quashed the writ of possession. From the Civil Law Court’s ruling quashing the writ of possession, Atlantic Resources announced appeal to the Supreme Court, but never filed its bill of exceptions, one of the mandatory steps in perfecting an appeal to this Court. Euro Liberia Logging Company filed a motion to dismiss the appeal announced by Atlantic Resources and the motion was granted by the Civil Law Court.

It was after the Civil Law Court’s dismissal of Atlantic Resources’ appeal that it filed before this Court this petition to determine the constitutionality of the Forest Management Contract for “Area F” ratified by the National Legislature in favor of Euro Liberia Logging Company. As stated earlier, in addition to the returns filed by the Government of Liberia and Euro Liberia Logging Company, the Government of Liberia filed this motion to dismiss the petition to determine the constitutionality of the ratification of the Forest Management Contract for “Area F” by the National Legislature in favor of Euro Liberia Logging Company.

Growing out of the facts and circumstances narrated above, there are two (2) principle issues which we consider germane for the determination of this motion to dismiss.

1. Whether or not the process of ratification of the Forest Management Contract for “Area F” by the Legislature in favor of Euro Liberia Logging Company is unconstitutional?
2. Whether or not in the absence of an executed forest management contract by and between the Government of Liberia and Atlantic Resources, does the alleged winning of the bid process for the “Area F” forest by Atlantic Resources prohibit and enjoin the Legislature from ratifying the executed Forest Management Contract between the Government of Liberia and Euro Liberia Logging Company?

In passing on the first issue of whether or not the process of ratification of the Forest Management Contract for “Area F” by the Legislature in favor of Euro Liberia Logging Company is constitutional, we first acknowledge that *Section 5.3(a)* of the *2006 National Forestry Reform Law* authorizes and empowers the FDA, an agency of the Government of Liberia pursuant to the *1976 Act to Create the Forestry Development Authority*, to award forest management contracts in accordance with certain requirements as provided in *Section 5.3(b)* of the aforesaid *2006 National Forestry Reform Law* and the *Public Procurement and Concession Act* and the latter law’s successive legislation governing public concession. This petition to determine the constitutionality of Forest Management Contract for “Area F” by the National Legislature in favor of Euro Liberia Logging Company does not question whether there was compliance by the FDA with the requirements of *Section 5.3(b)* of the *2006 National Forestry Reform Law*. For the sake of clarity, we quote these requirements:

- “a) The land involved must be identified as a potential concession in the National Forest Management strategy in effect at the time the concession is offered and must be validated under *Section 4.5* of the *2006 National Forestry Reform Law*.
- b) The land involved must not include private land.
- c) The contract must require the holder to perform actions necessary for sound, long-term forest management, including inventories, preparation of management plans, and annual operations plans.
- d) The contract must require the Holder to prepare all environmental impact assessments required under the laws governing environmental protection.
- e) The contract must require the Holder to submit a business plan to the Forestry Development Authority and to demonstrate to the Forestry Development Authority’s satisfaction that the Holder has the technical and financial capacity to manage the forest sustainably.
- f) The contract must require the Holder to establish a social agreement with local forest-dependent communities, approved by the Forestry Development Authority that defines these communities’ benefits and access rights.
- g) The contract must require the Holder to pay to the Government the fee that the Holder bids in the concession process, in addition to any other applicable taxes and fees, for the privilege of harvesting or using forest resources.
- h) The basic terms of the contract must approximate the length of a forest rotation on the land based on a sustainable yield of timber products, although the contract may be terminated sooner for cause.
- i) The land area subject to the contract must be at least 50,000 hectares and no more than 400,000 hectares.
- j) The Annual Coupe must allow the Holder to harvest every suitable area once during the term of the contract.”

Assuming that the Forest Management Contract for “Area F” entered into between the Government of Liberia and Euro Liberia Logging Company did not comply with the foregoing requirements of the *2006 National Forestry Reform Law*, that would not have been a violation of the *Constitution* and no constitutional issue would have arisen. In such a case, a judicial remedy would have been available at a circuit court as the forum of first instance, not the Supreme Court.

Now, let us look at the validation process that is required by *Section 4.5* of the *2006 National Forestry Reform Law*, which provides as follows:

- (a) “Before committing an area identified in the National Forest Management Strategy to a proposed land use, the Forestry Development Authority shall validate the suitability of the area for the proposed land use.
- (b) For purposes of Subsection (a) above, committing an area to a proposed land use means designating the area for commercial, conservation, or community use, or a combination of permissible uses.
- (c) To validate the suitability of an area, the Forestry Development Authority shall establish and follow a standard process that includes collection and analysis of local forestry, ecological and socio-economic data and preparation of a written report on the suitability of the area for the proposed use.
- (d) The management of the Forestry Development Authority shall offer the public and the Forest Management Advisory Committee the opportunity to comment on a full draft of the report before submitting it to the Board of Directors of the Forestry Development Authority.
- (e) The Board of Directors of the Forestry Development Authority may either approve the report of the management of the Forestry Development Authority or return it to the management with instructions for revision or additional vetting.
- (f) If the report is approved by the Board of Directors, the Managing Director of the Forestry Development Authority shall undertake the necessary steps to implement the recommendations contained in the report through use of one or more land management tools.”

Assuming, also, that there had been no compliance with any of the requirements for the validation process, no violation of the *Constitution* would have occurred and any remedy to a person aggrieved by such non-compliance would have been by filing the appropriate action at a circuit court for violation of any or all of these statutory provisions.

So, how does the constitutional issue arise in this matter before the Honorable Supreme Court? Respondent Atlantic Resources rightly claims that the granting of a forest management contract is subject to the *Public Procurement and Concession Act* in keeping with *Section 5.3(a)* of the *2006 National Forestry Reform Law*. Departure from or contravention of any provision of the *Public Procurement and Concession Act* does not precipitate a constitutional issue; it would be a violation of a statute for which adequate remedy is available by proper procedure provided in the *Public*

*Procurement and Concession Act* itself. That is the *2005 Public Procurement and Concession Act* for purposes of this matter, and this law provides at *Section 10* thereof that a Complaint, Appeals and Review Panel (“CARP”) is established, with powers and authority, among other things, to hear and review complaints arising out of any issue or matter regarding public procurement and concession. This *Section 10* also provides that a CARP decision shall be final and shall be forwarded to the Public Procurement and Concession Commission “PPCC”) and to the Procurement Entity (in this case, the Forestry Development Authority) for its information, records and action. And *Section 11* of the *2005 Public Procurement and Concession Act* provides that both the PPCC and CARP have the power to obtain information regarding any procurement or concession process by any of the entities of the Government of Liberia.

As indicated hereinabove, even though Atlantic Resources alleged that it filed a complaint with CARP and CARP issued a ruling in its favor, Atlantic Resources did not proffer any evidence of its complaint to CARP and did not proffer any CARP ruling in its favor. More than this, *Section 128(3)* of the *2005 Public Procurement and Concession Act* provides that a CARP decision may be appealed by a party aggrieved thereby to a court of competent jurisdiction. Of course, if no appeal is taken from a CARP decision, that decision is enforceable through a judicial enforcement of an administrative order pursuant to *Section 82.9* of the *Executive Law (Administrative Procedure Act)*.

Clearly, the remedy that was available to Atlantic Resources, if it were indeed aggrieved by any decision regarding the bid for “Area F” forest is a complaint to CARP; but there is no evidence of any such complaint and there is no evidence of a CARP ruling/decision in favor of Atlantic Resources as claimed by it. And as we have said, assuming that there had been a CARP ruling/decision in favor of Atlantic Resources, such ruling/decision could have been enforced by a circuit court through a judicial enforcement of an administrative order, but there is no evidence that Atlantic Resources ever sought a judicial enforcement of the administrative order which it claims that CARP made in its favor.

As we see it, statutory remedies may have been available to Atlantic Resources for any grievance regarding the bidding process for the “Area F” forest, but certainly, no constitutional issues were generated from the facts and circumstances narrated above to warrant the filing of the in re petition filed by Atlantic Resources. We therefore hold that the process of ratification of the Forest Management Contract for “Area F” by the Legislature in favor of Euro Liberia Logging Company did not and does not violate any provision of the *Constitution*.

The second issue is whether or not in the absence of an executed forest management contract by and between the Government of Liberia and Atlantic Resources, the alleged winning of the bid process for the “Area F” forest by Atlantic Resources prohibits and enjoins the Legislature from



ratifying the executed Forest Management Contract between the Government of Liberia and Euro Liberia Logging Company. We answer in the negative.

The law extant is that no forest management contract is effective until it has been signed by the President of Liberia. Reliance: *Section 5.3(f)(i), 2006 National Forestry Reform Law*. In accordance with various provisions of the *2005 Public Procurement and Concession Act*, the head of the “Concession Entity” (in this case the Managing Director of the Forestry Development Authority) also signs a forest management contract. Of course, as provided for by both the *2005 Public Procurement and Concession Act* and *Section 22.2 of the Executive Law*, the Minister of Justice, as the chief legal advisor to the President and all agencies of the Government of Liberia attests to the execution of a forest management contract. It is after all these signatures have been obtained that a forest management contract is submitted to the Legislature for ratification in compliance with *Section 5.3(f)(ii) of the 2006 National Forestry Reform Law*. The question then is whether any constitutional issue arises from the process of ratification of the Forest Management Concession Contract for “Area F” by the Legislature in favor of Euro Liberia Logging Company after the required signatures had been obtained. We hold no.

The power and authority of the Legislature to ratify a forest management contract is clear and unquestionable. So, the only constitutional issue that could have possibly arisen is whether the ratification by the Legislature is prohibited by *Article 25 of the Constitution*, which provides that “Obligations of contract shall be guaranteed by the Republic and no law shall be passed which might impair this right”. In our opinion, even if Atlantic Resources had won the bid for a forest management contract for “Area F”, that would still not have, by itself, constituted a binding and enforceable contract to fall within the ambit of *Article 25 of the Constitution*. It is public knowledge and supported by law that to consummate a forest management contract and make it legally valid, binding and enforceable, in addition to winning the bid, legal terms of the forest management contract must be negotiated and concluded and a final draft of the forest management contract signed by the relevant authorities and the President of Liberia. We hold, therefore, that it is only after a contract has been duly signed in the manner provided by law, that it is legally binding and enforceable, and that its impairment is prohibited by *Article 25 of the Constitution*. And Atlantic Resources never claimed that it had a forest management contract for the “Area F” forest, the terms and rights of which have been impaired by the legislative ratification of the Forest Management Contract between the Government of Liberia and the Euro Liberia Logging Company for “Area F” forest. Therefore, the constitutionality of the Forest Management Contract between the Government of Liberia and Euro Liberia Logging Company is not at issue.

The constitutional prohibition against the impairment of contract is hoary with age in this jurisdiction. In the case, *Wilson v. Dennis et al*, 23 LLR 263, this Supreme Court held that the state cannot grant land, the title of which has already been transferred, for contract obligations must be respected under the Constitution. In another case, *Liberian Eastern Timber Corporation v. Liberia Logging and Wood Processing Corporation*, 27 LLR 11, this Court held that impairing the obligations of contracts is forbidden by the Constitution. The difference between those two cases and this case, however, is that in each of the two cases a legally binding and enforceable contract existed; in this case there is not a legally binding and enforceable contract between the Government of Liberia and Atlantic Resources. All that Atlantic Resources has complained about is that the Government of Liberia violated laws and procedures which govern the entry into a forest management contract. But assuming this to be true and Atlantic Resources has suffered injury or is in any way aggrieved because the Government of Liberia departed from the laws and procedures, the remedy available to Atlantic Resources is damages for wrong, not a declaration of the unconstitutionality of the ratification of a forest concession contract the Government of Liberia had entered into with another entity for the same forest area. We therefore hold that *Article 25* issue arises only where a validly binding and enforceable contract exists, and the Liberian Government has impaired or seeks to impair the obligation thereunder. As no validly binding and enforceable forest management contract exists between the Government of Liberia and Atlantic Resources for the “Area F” forest, the ratification by the Legislature of the Forest Management Contract between the Government of Liberia and Euro Liberia Logging Company raises no constitutional issue as the ratification did not impair the obligations of any validly existing, binding and enforceable forest management concession contract to which the Government of Liberia and Atlantic Resources were parties.

This Court recognizes that the concession process of the Government of Liberia granting rights to private persons and entities, especially foreign investors, is a corner stone of the Liberian economy; the concession process is the most effective government-contracting process as it secures to the investor a contract that the Government of Liberia cannot unilaterally terminate and thereby provides security to the investment. Ratification by the Legislature of the agreement that emanates from the concession process gives such agreement the force of law and makes it impossible for any change to be made without ratification of that change by the Legislature. This Court will not therefore lightly set aside an agreement that has been ratified by the Legislature when there is no clear violation of the constitutional rights of any of the parties to it or any other person. We see no constitutional breach in this case to warrant a declaration that the Forest Management Contract between the Government of Liberia and Euro Liberia Logging Company is unconstitutional.

WHEREFORE AND IN VIEW OF THE FOREGOING, the motion filed by the Government of Liberia to dismiss the petition to determine the constitutionality of the Forest Management Contract for “Area

F” ratified by the National Legislature in favor of Euro Liberia Logging Company is hereby granted. The Forest Management Contract between the Government of Liberia and Euro Liberia Logging Company is declared constitutional, legally binding and enforceable according to its terms. Costs are ruled against Atlantic Resources. IT IS HEREBY SO ORDERED.

Counsellors Jerry D. K. Garlawulo of the Ministry of Justice, G. Moses Paegar and Golda A.

Bonah-Elliott appeared for the movant

Counsellors Peter W. Howard appeared for the respondent.

Motion granted.