

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA
SITTING IN ITS OCTOBER TERM, A.D. 2020

BEFORE HIS HONOR: FRANCIS S. KORKPOR, SR.....CHIEF JUSTICE
BEFORE HIS HONOR: JAMESETTA H. WOLOKOLIEASSOCIATE JUSTICE
BEFORE HER HONOR: SIE-A-NYENE G. YUOHASSOCIATE JUSTICE
BEFORE HER HONOR: JOSEPH N. NAGBEASSOCIATE JUSTICE
BEFORE HIS HONOR: YUSIF D. KABA.....ASSOCIATE JUSTICE

Ibrahim K. Hamdan of the City of Monrovia, Liberia)
..... Movant)
)
Versus)
) Bill of
Her Honor Sie-A-Nyene G. Yuoh, Associate Justice, Supreme) Information
Court of Liberia, Her Honor Eva Mappy Morgan, Chief Judge,)
Honor Chan-Chan A. Paegar and His Honor Richard S. Klah)
Associate Judges of the Commercial of Liberia, and Monrovia Oil)
Trading Corporation (MOTC), a Corporation Organized and)
Existing Under the Laws of the Republic of Liberia, represented)
by and thru its Chairman, Mr. Kris Leemans and Chief Executive)
Officer (CEO) Mr. Charles Carron and its General Managers of)
Vai Town, Bushrod Island, City of Monrovia Respondents)
)
GROWING OUT OF THE CASE:)
)
Ibrahim K. Hamdan of the City of Monrovia, Liberia)
..... Informant)
)
Versus)
)
Her Honor Sie-A-Nyene G. Yuoh, Associate Justice, Supreme)
Court of Liberia, Her Honor Eva Mappy Morgan, Chief Judge,)
His Honor Chan-Chan A. Paegar and His Honor Richard S.) Petition for
Klah, Associate Judges of the Commercial of Liberia, and) Prohibition
Monrovia Oil Trading Corporation (MOTC), a Corporation)
Organized and Existing Under the Laws of the Republic of)
Liberia, represented by and thru its Chairman, Mr. Kris Leemans)
and Chief Executive Officer (CEO) Mr. Charles Carron and its)
General Managers of Vai Town, Bushrod Island, City of)
Monrovia Respondents)
)

HEARD: November 4, 2020

DECIDED: March 3, 2021

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE COURT

These proceedings constitute an aspect of a litigation relating to a debt action pending before the Commercial Court of Liberia. Given the nature of the proceedings, it is necessary to outline chronologically the facts commencing with the Sales Agreement executed by the parties which formed the basis of their business relations, to the filing of a debt action before the Commercial Court and

the filing of a petition for accounting out of which ruling a petition for prohibition was filed with the Justice in Chambers, and whose refusal to entertain a hearing on the petition led the informant to file a bill of information before this Court, which is now the subject of this review.

The facts are that the Monrovia Oil Trading Corporation (MOTC), the co-respondent in the bill of information and plaintiff in the debt action before the Commercial Court is a licensed importer and distributor of petroleum products on the Liberian market. Mr. Ibrahim K. Hamdan, the informant before this Court, and Mr. A. Karim Kanneh are the General Manager and Chairman, respectively, of Petro Star, a local petroleum retailer and one of the substantive parties in these proceedings.

The records reveal that as far back as February 21, 2006, Petro Star wrote the Monrovia Oil Trading Corporation (MOTC), stating that Petro Star was interested in purchasing petroleum products from the MOTC on a monthly basis as per the following quantity specification: around four hundred thousand (400,000) gallons of Automotive Gas Oil (AGO) and around three hundred thousand (300,000) gallons of Premium Motor Spirit (PMS). Petro Star disclosed to MOTC that it (Petro Star) was hundred percent owned by Super Petroleum Company another petroleum dealer. Upon further discussions, MOTC and Petro Star commenced business with the MOTC crediting Petro Star petroleum products in excess of Two Million United States Dollars (US\$2,000,000.00). Several payments were made to MOTC and receipts of payment issued at various times to MOTC with the payer(s) specified thereon as follows: Petro Star/Ibrahim Hamdan, Ibrahim Hamdan/Petro Star, Mr. Ibrahim Hamdan, Petro Star/Super Petroleum, and United Petrol.

Business dealings continued until Petro Star became derelict in making payments to the MOTC. Following series of discussions about the outstanding amount of One Million Three Hundred Thousand United States Dollars (US\$1,300,000.00), the parties executed a Memorandum of Understanding (MOU) in 2008, under the supervision of their respective counsels to afford Petro Star and Super Petroleum Company (SP) alternative means of liquidating the debt, and under which the debtors would provide a payment guarantee bond from the Accident and Casualty Insurance Company, Inc. (ACICO) as surety.

The debtors were initially forthcoming in making payments to MOTC in keeping with the MOU, but shortly afterwards they became derelict in living up to the terms of the MOU and the outstanding amount kept increasing as a result of the interests that accrued thereon. On November 8, 2017, the MOTC filed a debt action before the Commercial Court to recover an outstanding balance of One Million Seven Thousand Five Hundred United States Dollars (US\$1,007,500.00), and further requested the court for an award of 6% interest per annum thereon. The

MOTC named the following parties as defendants in the said debt action: Petro Star (1st defendant); Super Petroleum Company (SP) (2nd defendant); Messrs. A. Karim and Ibrahim K. Hamdan (3rd defendant) and Accident & Casualty Insurance Company, Inc. (4th defendant).

In response to the complaint, the 1st, 2nd and 3rd defendants filed a joint answer wherein they admitted to the Memorandum of Understanding mentioned in the plaintiff's complaint, but however contended that they had relied on their longstanding business relationship with the plaintiff and out-rightly signed the MOU before they reviewed their financial records and found that the amount inserted in the MOU was unfairly inflated by the plaintiff by an amount of Three Hundred Forty Eight Thousand Nine Hundred Forty Eight United States Dollars Forty Cents (US\$348,949.40); that as to the 2nd defendant, Super Petroleum, the entire complaint was dismissible since Super Petroleum was not a party to the MOU; that the parties to the MOU were the plaintiff on the one hand and the 1st and 3rd defendants on the other hand; therefore, the 2nd defendant was a mis-joined party and should be dropped from the debt action; that the Co-defendant Ibrahim K. Hamdan had received an email from the plaintiff dated December 15, 2005, in which the plaintiff/MOTC, confirmed twenty percent (20%) in the net profit of MOTC were Hamdan to settle the claims of United Petroleum in the amount of Two Hundred Sixty Six Thousand Five Hundred Fifty Eight Dollars Twenty Four Cents (US\$266,558.24); that the Co-defendant Handam having satisfied the Settlement Agreement, the basis upon which the MOTC confirmed the award of 20% of business transaction between him and the MOTC, he was at loss as to how the MOTC maintained his indebtedness in the amount being claimed, and which made MOTC's claim uncertain and unenforceable.

The defendants, in other words, admitted to the transactions between the parties, but rejected the claim of US\$1,007,500.00 by the Plaintiff MOTC in face of the Three Hundred Forty Eight Thousand Nine Hundred Forty Nine Dollars Forty Cents (US\$348,949.40) which they averred was inadvertently added by MOTC to the debt claimed; that further, the 20% award in the net profit of MOTC to the Co-defendant Ibrahim K. Hamdan should be deducted and reconciled with the financial statements of the parties since under the law a debt that is not certain as to the amount is unenforceable.

The MOTC, in its reply to the defendants' answer, countered that it were the 1st and 3rd defendants who made the 2nd defendant, Super Petroleum Company, an integral party to the transaction, as it were they who stated that Super Petroleum was one hundred percent (100%) owner of the 1st defendant, Petro Star. The plaintiff referred to a letter written on February 21, 2006, by Mr. A. Karim Kanneh,

Chairman of Petro Star in which he stated that Petro Star was owned hundred percent by Super Petroleum; that further, the defendants had admitted to the existence of the Memorandum of Understanding which was executed on June 27, 2008, by all the parties in the presence of their lawyers following the conclusion of negotiations; that the defendants even went further to secure a Guarantee Bond as required under the MOU; that the defendants having been engaged in the exact nature of business for a long time, they have not stated any legal disabilities which inhibited them from exercising due diligence prior to the signing of the Memorandum of Understanding; that the defendants did not only obtain the payment Guarantee Bond as provided for in the Memorandum, but continued to make payments over a period of three years before the debt action was filed, and they having complied with the Memorandum of Understanding for such a period, the defendants suffered waiver and laches; that the defendants do not deny the transaction between the parties but only contest the full amount being claimed by the plaintiff MOTC on allegation that said amount was unjustifiably increased by US\$348,949.40 which the defendants have not established by any evidence; that in reference to the plaintiff/MOTC's transaction with the United Petroleum (UP) and Co-defendant Hamdan, the same are separate and distinct from the transaction out of which the debt action grows, as the said Settlement Agreement referred to by the defendants was executed in 2006, even before the parties executed the Memorandum of Understanding and that the Release and Discharge document attached to the defendants' answer is dated January 16, 2008, while the Memorandum of Understanding is dated June 27, 2008, almost six months apart. The Plaintiff/MOTC reiterated its claim against the defendants, for debt in the amount of One Million Seven Thousand Five Hundred Dollars (US\$1,007,500.00).

Thereafter, on December 3, 2016, the Co-defendant, Mr. Ibrahim Hamdan, informant herein, filed before the Commercial Court an independent action against the MOTC for proper accounting while the debt action was still pending.

In his action for proper accounting, the Petitioner Hamdan alleged that MOTC and the former United Petroleum (UP) had executed an agreement for sales of petroleum products on behalf of MOTC; that United Petroleum had sold products for MOTC accumulating over Eighteen Million United States Dollars (US\$18,000,000.00) and out of this amount, the outstanding debt of United Petroleum to MOTC upon United Petroleum's dissolution was Two Hundred Sixty-six Thousand Five Hundred Fifty Eight Dollars Twenty Four Cents (US\$266,558.24); that subsequently, the Petitioner Hamdan, an agent for United Petroleum which was dissolved, entered a Settlement Agreement with the MOTC to liquidate the debt; that based upon the Settlement Agreement, the Petitioner

liquidated the full amount of the debt of United Petroleum, and MOTC issued a release and discharge of any claim of said amount. The Petitioner further stated that pursuant to the execution of the Settlement Agreement, MOTC had emailed him that if he were to fully liquidate the outstanding debt of the United Petroleum in the amount of Two Hundred Sixty Six Thousand Five Hundred Fifty Eight Dollars Twenty Four Cents (US\$266,558.24), he would receive 20% share of MOTC's net profit; that with the payment of the Two Hundred Sixty Six Thousand Five Hundred Fifty Eight Dollars Twenty Four Cents (US\$266,558.24) the financial statement of United Petroleum showed that it had made over Eighteen Million (US\$18,000,000.00) sales for MOTC, and the financial statement of MOTC reflecting profit and loss as of May 2005, showed that MOTC had made a net profit of Five Million Seven Hundred Twenty Nine Thousand Five Hundred Twenty Nine Dollars Thirty Cents (US\$5,729,529.30) and to which the 20% when applied entitled him to One Million One Hundred Forty Five Thousand Nine Hundred Five Dollars Eighty Six Cents (US\$1,145,905.86); that the Petitioner Hamdan now prays the court to compel the Respondent MOTC to account for his 20% of its net profit based on his settlement of the former United Petroleum Company(UP) indebtedness and the agreement between him and MOTC.

The MOTC filed its returns to the petition along with a motion to dismiss the petition on grounds that the exhibits attached to the said petition were all admissions against the petitioner himself, and that all reconciliations had been concluded and it was discharged of all obligations which resulted into the Settlement Agreement on October 20, 2006. The Respondent MOTC alleged that the action filed by the petitioner, Co-defendant Ibrahim K. Hamdan, in the debt action was instituted simply to delay the hearing of the debt action filed by MOTC.

The Commercial Court heard the motion to dismiss the petition for proper accounting, and ruled thereafter dismissing the petition on the grounds that the movant, MOTC, and Mr. Hamdan, respondent, had executed a settlement agreement which required Mr. Hamdan to make payments for a sum of money; that the payment as stipulated was made and subsequently the release and discharge was issued thereby terminating any rights that the MOTC might have had against Mr. Hamdan; that the release and discharge was specific, relative to the Settlement Agreement alone, and made no reference whatsoever to other issues that existed or that had arisen between the parties in their course of dealing.

Mr. Ibrahim Hamdan announced an appeal from the Commercial Court's ruling dismissing his petition for proper accounting, and had the appeal perfected to the Supreme Court for its review and final determination.

While the appeal from the Commercial Court's ruling on the petition for proper accounting was pending before the Supreme Court, the MOTC filed before the Commercial Court a motion for summary judgment on the amount conceded to by the defendants in their answer to the complaint in the debt action. The MOTC asserted that the defendants/respondents having admitted to owing the MOTC but contest that the US\$1,007,500.00 sued for should be less by Three Hundred Forty Eight Thousand Nine Hundred Forty Nine Dollars Forty Cents (US\$348,949.40), which was allegedly added by the Plaintiff/MOTC, the uncontested amount of US\$658,550.60 together with six percent interest retroactive as of June 27, 2008, when the parties entered into the Memorandum of Understanding be paid and the case be ruled to trial for the contested balance of Three Hundred Forty Eight Thousand Nine Hundred Forty Nine Dollars Forty Cents (US\$348,949.40). Moreover, the MOTC reiterated that the 20% claimed by the Co-defendant Hamdan having been dismissed by the Commercial Court for lack of standing, as the Settlement Agreement binds him to MOTC for payment of a sum certain, the plaintiff/MOTC is entitled to judgment as a matter of law.

Responding to the motion for summary judgment, Mr. Ibrahim Hamdan in his resistance, acknowledged that the Civil Procedure Law does provide for the granting of summary judgment where the court is satisfied that there is no material issue of fact in dispute, but contended that summary judgment would not lie in favor of the MOTC/movant, as the facts and circumstances forming the basis of the amount prayed for in the motion for summary judgment could only be determined by the conduct of a regular trial. Mr. Hamdan further contended that the Commercial Court could not assume jurisdiction over the motion for summary judgment in the face of a pending appeal before the Supreme Court which grew out of the petition for proper accounting. Mr. Ibrahim Hamdan then prayed the Commercial Court to deny and dismiss the motion for summary judgment in its entirety, rule the case to trial and grant all other relief that the court deemed just, legal and equitable.

At the time of filing of his resistance to the motion for summary judgment, Mr. Hamdan also filed a motion to drop, requesting the court below to have him dropped from the debt action filed by MOTC, making specific reference to the court ruling denying his petition for proper accounting. He contended that the court having ruled that he lacked standing and capacity to have raised the contentions contained in his petition for proper accounting, said ruling had the net effect of supporting a conclusion that MOTC was asserting debt claims against the wrong party (him), and as such, he should be dropped from the debt case.

The Commercial Court heard and denied the motion to drop, and Mr. Hamdan then filed a petition for a writ of prohibition before Justice Jamesetta H. Wolokolie who presided in Chambers during the March A.D. 2016 Term of Court. The writ of prohibition sought an order to have all proceedings in the debt action stayed until the appeal from the petition for proper accounting was heard and determined by the Supreme Court. Mr. Hamdan also filed before the Commercial Court an instrument captioned "Bill of Information"; by this, he sought to put the court on notice of matters pending before the Chambers Justice and the Full Bench of the Supreme Court, but the Judge denied same and disposed of the motion for summary judgment in favor of the MOTC, awarding a sum total of Seven Hundred Fifty Thousand Nine Hundred Fifty Three Dollars Forty Four Cents (US\$750,953.44), representing the amount prayed for plus costs.

When the petition for the writ of prohibition was filed, Justice Wolokolie cited the parties to a conference and ordered the Commercial Court to stay all further actions in the matter pending the outcome of the conference. However, the conference was not had, as the Counsel for MOTC/respondent was not in the bailiwick of the Republic of Liberia and the petition remained pending until the end of Justice Wolokolie's Term in Chambers.

Subsequently, the petition for writ of prohibition was reviewed by Justice Si-Nyene G. Yuoh, who succeeded Justice Wolokolie in Chambers. Justice Yuoh without convening a conference declined to entertain the petition and had the matter sent back to the Commercial Court to proceed with disposition of the debt action.

Not satisfied with Justice Yuoh's refusal to entertain the petition for a writ of prohibition, Co-defendant Hamdan took the matter up to the Supreme Court en Banc on a bill of information. The bill of information complained the Justice in Chambers and the Commercial Court for their failure/refusal to put a stay on all proceedings in the MOTC debt case before the Commercial Court in the face of the appeal taken to the Supreme Court from the ruling of the Commercial Court in the petition for proper accounting; moreover, the informant alleged that the Chambers Justice erred when she declined to issue the alternative writ of prohibition without firstly entertaining a conference. The informant states that for the Chambers Justice to order the Commercial Court to resume jurisdiction over a case that is on appeal before the Full Bench, she was undermining the integrity and authority of the Supreme Court and setting a bad precedent.

The Chief Justice ordered the issuance of the appropriate writ and requested that the Clerk insert a clause therein informing the respondents/judges to stay all

proceedings in respect of the matter pending the disposition of the bill of information, or until as otherwise ordered by the Supreme Court of Liberia.

We note that all proceedings in the court below have remained stayed since the issuance of the writ on the bill of information ordered on March 9, 2017.

Upon issuance of the writ and due service of the bill of information on the Co-respondent MOTC, it filed returns challenging the legal propriety of the bill of information, asserting that the averments contained therein do not constitute any of the legal grounds to venue a bill of information before the Supreme Court. As reliance for the challenge mounted to the bill of information, Co-Respondent MOTC cited the case *Duncan vs. Cornomia*, 42 LLR 316, 317 (2004), where the Court held that a bill of information will lie to prevent a judge or any judicial officer who attempts to execute the mandate of the Supreme Court in an improper manner from doing so, or to prevent any one whomsoever, from interfering with the judgment and/or mandate of the Supreme Court. The Co-Respondent MOTC also contended that the petition for proper accounting was a separate action filed by the Informant Ibrahim Hamdan after the Co-Respondent MOTC instituted its debt action, and as such, the informant's appeal from the ruling entered on the petition for proper accounting could not affect a stay on the debt case, as the two causes were independent and distinct, evident by the issuance of a separate writ of summons in both cases.

Co-Respondent/MOTC prays this Court to deny and dismiss the bill of information, alleging that it is baseless, wrongful and unmeritorious, and that the informant has filed same for the sole purpose of delaying and frustrating the Commercial Court proper handling of the debt action pending before it. The Co-respondent MOTC prays further that the Supreme Court orders the Commercial Court to resume jurisdiction and proceed with the hearing and determination of the debt action before it.

Upon receipt of service of the returns to the bill of information, the informant filed a motion to have the returns stricken, alleging that there was no affidavit annexed to the returns. Co-Respondent/MOTC in its resistance to the motion to strike admitted that it inadvertently failed to verify its returns, but that it had timely cured the defect by withdrawing the unverified returns, paying the accrued costs and filing an amended returns to the bill of information before the case was assigned for hearing, thus rendering the issue of unverified returns moot.

We note here that the Revised Rules of the Supreme Court (THE DOCKET, Part 1 (c) allows amendments in so far as it does not promote injustice. Further, this Court has held that "the law on amended pleadings should be taken in context with

all pleadings in our courts, whether subordinate courts of record or the Supreme Court." *Nasser vs. Smith et al.*, 26 LLR 115, 127-128 (1977).

In this case, the evidence in the records shows that the respondents withdrew their returns, paid the accrued cost, filed and served their amended returns on the informant on March 28, 2017, few years before the call of the bill of information by this Court, and the Court does not see how the withdrawal and re-filing of the respondents' returns has promoted injustice to the informant.

Having outlined the chronology of these proceedings, commencing with the debt action filed by the Respondent MOTC which is pending before the Commercial Court, up to and including the bill of information which is the subject of this Opinion, the issue for our consideration is whether a bill of information will lie under the facts and circumstances?

We note that Justice Jamesetta Howard Wolokolie who presided as Justice in Chambers when the petition for prohibition was filed ordered the Commercial Court to stay all further actions in the matter pending the outcome of the conference but the conference was not had. The succeeding Chambers Justice, Her Honor Sie-A-Nyene G. Yuoh, reviewed the file and declined and decided not to entertain the petition. She lifted the stay order, and ordered the Clerk to inform the Commercial Court to resume jurisdiction over the case and proceed in keeping with law.

The Court observes that the bill of information basically complains the Chambers Justice for not entertaining the petition praying for a writ of prohibition as the informant had perfected an appeal from the action for proper accounting filed before the Commercial Court and that the Chambers Justice had failed to call a conference before denying issuance of the writ. The Counsel for the informant contends that Justices in Chambers are under an obligation to cite and entertain a conference on all petitions for remedial writs filed before them; that Justice Yuoh's failure to cite the parties to a conference before declining to issue the writ prayed for warrants a complaint to the Full Bench by way of a bill of information. This Court disagrees.

The office of a bill of information has been espoused, expanded and modified over the span of our jurisprudence by this Court, and as at now, the state of the law controlling is that for the Supreme Court to entertain or grant a bill of information, the facts must clearly reveal that the lower court or tribunal is either improperly executing the mandate of this Court, that the lower court is failing or refusing to carry out the mandate of this Court; that the lower court is defiant in its action in respect of the mandate of this Court, or that the respondents, in some manner is engaging in conduct that renders the mandate of this Court ineffective or otherwise

unenforceable: *Liberia Aggregate Corporation v. Taylor et al.*, 35 LLR 3, 8 (1988); *Samuels et al., v. Logan et al.*, 32 LLR 433 (1984); *Harris et al., v. Layweah et al.*, 39 LLR 571, 573 (1999); *Kaba et al., v. Messrs Import-Export Company*, 41 LLR 249, 258-259 (2002). The Supreme Court has further espoused that a bill of information would be entertained against a Justice in Chambers when said Justice declines to issue an alternative writ but issues order(s) affecting the proceedings in the lower court.: *Jawhary vs. His Honor Ja'neh et. al.* Supreme Court Opinion October Term A.D. 2012; *Intestate Estate of Sarah Sirleaf vs. Lel-bim et al.*, Supreme Court Opinion, March Term A.D. 2013

Under the circumstances, the primary question that comes to mind is whether Justice Yuoh having reviewed the records of the file was under a legal obligation to cite the parties to a conference before determining whether or not to issue the writ; and whether she was under a legal obligation under the facts and circumstances to issue the writ?

Our law is clear that no party is entitled to the issuance of a remedial writ as a matter of right; the issuance of a remedial writ is within the sole discretion of the Justice in Chambers and his/her refusal to issue the writ, even without the Justice citing the parties for a hearing can never be characterized as and does not constitute an abuse of the Justice's discretion [*The Intestate Estate of Massaquoi v. A.M.E. Church*, October Term, 2014]; that no irregularities and/or violations can be attached to the Chambers Justice's use of discretion with regards the petition for a writ of prohibition filed before her by the informant and her discretion is not subject to review by the Full Bench. The issuance of remedial writs in this jurisdiction is squarely circumscribed by the absolute discretion of the Justice presiding in Chambers, as the Court has held that: "Where the Justice in Chambers has refused, after inspection of the records, to grant the writ for want of legal merits, the Supreme Court *en banc* does not have jurisdiction over the petition for the granting of the remedial writ.": [*Saab et al v. Harb et al.*, 29 LLR 113, 161 (1981)]; the exception being only where the Justice who refuses to issue the alternative writ gives an order affecting the proceedings in the court below.

All that is circumscribed under such condition is that a Chambers Justice in exercise of his/her discretion not to issue a citation or the alternative writ, the Chamber Justice should go no further in his/her instruction to the trial Judge other than instruct the lower court to resume jurisdiction and proceed with the case along the path the trial court has chosen, since to issue an order without issuance of the alternative writ deprives the responding party his due process right.: *In re: Khaled Ibrahim et al. vs. Paye and Hejazi*, Supreme Court Opinion, March Term 2006; *Jawhary vs. His Honor Ja'neh et. al.*

The order sent down by Justice Yuoh lifting the stay on the debt action in the court below, reads:

“By directive of Her Honor Sie-A-Nyene G. Yuoh, Associate Justice presiding in Chambers, you are hereby informed that the Respondent Judges of the Commercial Court of Liberia have been mandated to resume jurisdiction over the case and ordered to proceed in keeping with law. The stay order of June 27, 2016 has been ordered lifted.”

In essence, the Justice refused to issue the writ as prayed for and accordingly gave no order except to lift the stay placed on the hearing of the debt action in the court below, instructing it to proceed with the hearing.

We take judicial notice of the informant’s position in both his legal brief and oral argument before this Court that the bill of information was filed with the object of apprising the Supreme Court of irregularities and/or violations of law that tended to impede the implementation of the Court’s order.

Taking recourse to the records certified to this Court, we see nowhere where the Chambers Justice order affected the proceedings of the court below. As such, her order cannot be a subject of review by this Court as there was no mandate (implied or express) from the Court, and there was certainly no Supreme Court mandate directed at the Chambers Justice in the instant case that she refused to execute, as the matters forming the basis of the petition filed before the Justice had in fact emanated from the Commercial Court, a forum which is inferior to the Chambers Justice. The obvious conclusion is that the Chambers Justice could not have frustrated or obstructed the implementation of a nonexistent mandate. Moreover, the appeal perfected from the exceptions to the ruling of the petition for proper accounting filed by the informant Ibrahim K. Hamdan, like the respondent contend, was a separate and distinct case from that of the debt action upon which Justice Yuoh declined to issue the writ.

From all that is said, the Court is of the view that the bill of information does not satisfy the legal criteria for a bill of information cognizable before the Supreme Court. We therefore hold that the allegations comprising the informant’s bill of information are not in conformity with any of the criteria for a bill of information brought before this Court.

We must comment that the circumstances surrounding this case support an inference that the informant and his counsel brought this bill of information as a means to delay and defeat the ends of justice which this Court has often observed in cases emanating from the Commercial Court. Such acts tend to defeat the purpose for which the Commercial Court was established, that is, to promote the speedy adjudication of commercial cases. This Court views as unprofessional, lawyers who resort to delay tactics to defeat justice. Lawyers have often been

sternly warned to desist from such practice, and PART 12 (e), "*BILL OF INFORMATION*" of the Revised Rules of Court states that "any counselor who files a Bill of Information before this Court assigning reasons therefor other than the reasons expressly prescribed by these Rules shall be penalized by the imposition of a fine, suspension or disbarment.

This bill of information filed by the informant, not having set forth any of the grounds stated in the Revised Rules of the Supreme Court, the informant's counsel, Counsellor Emmanuel B. James, is hereby fined the amount of two Hundred United States Dollars (US\$200.00).

WHEREFORE and in view the foregoing, the bill of information is denied and dismissed. The Clerk of this Court is hereby ordered to send a mandate to the Commercial Court of Liberia, instructing it to resume jurisdiction over the action of debt and proceed with the hearing of the debt action pending before it. AND IT IS SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLOR EMMANUEL B. JAMES OF THE INTERNATIONAL GROUP OF LEGAL ADVOCATES AND CONSULTANTS, INC., APPEARED FOR THE INFORMANTS. COUNSELLOR CYRIL JONES OF JONES AND JONES LAW FIRM APPEARED FOR THE RESPONDENTS.