

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA  
SITTING IN ITS MARCH TERM, A. D. 2023

BEFORE HER HONOR: SIE-A-NYENE G. YUOH .....CHIEF JUSTICE  
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE  
BEFORE HIS HONOR: JOSEPH N. NAGBE.....ASSOCIATE JUSTICE  
BEFORE HIS HONOR: YUSSIF D. KABA.....ASSOCIATE JUSTICE  
BEFORE HIS HONOR: YAMIE QUIQUI GBEISAY, SR.....ASSOCIATE JUSTICE

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The Intestate Estate of Alhaji Mohammed Fofana )  
represented by its Administrators, Ms. Mawata )  
Fofana et. al AKA Latifa for herself and all other )  
beneficiaries of the Intestate Estate Alhaji )  
Fofana, and all those acting and operating under )  
their control of the City of Monrovia.....Appellant )

Versus )

APPEAL )

Mr. Foleboi K. Kamara of 941 Yeadon Avenue, )  
Yeadon PA 19050 USA, represented by his Attorney- )  
in-Fact, Mr. Kiafumba Komara, of the City of )  
Monrovia, Liberia.....Appellee )

GROWING OUT OF THE CASE: )

Mr. Foleboi K. Kamara of 941 Yeadon Avenue, )  
Yeadon PA 19050 USA, represented by his Attorney- )  
In-Fact, Mr. Kiafumba Komara, of the City of )  
Monrovia, Liberia.....Petitioner )

Versus )

PETITION FOR )  
DECLARATORY )  
JUDGMENT )

The Intestate Estate of Alhaji Mohammed Fofana )  
represented by its Administrators, Ms. Mawata )  
Fofana et. al AKA Latifa for herself and all other )  
beneficiaries of the Intestate Estate of Alhaji )  
Mohammed Fofana, and all those acting under their )  
control of the City of Monrovia.....Respondent )

Heard: May 18, 2023

Decided: August 11, 2023

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE COURT

In this appeal, we are asked by the appellant to overturn the ruling of the Sixth Judicial Circuit Court, Montserrado County, made in a declaratory judgment proceedings in which the court ruled that the appellee has a continuous leasehold right to the disputed property by virtue of an amendment made to the original lease agreement entered into between the

appellee and the decedent of the appellant's estate, Alahaji Mohammed Fofana, on July 15, 1998.

The essential facts are that the appellee and the decedent of the appellant estate, Alhaji Mohammed Fofana, entered into a lease agreement on June 20, 1997, for a parcel of land containing 1.87 lots, lying and situated in Fish Market, Sinkor, for a period of twenty (20) calendar years. As relevant to this appeal, clauses 2 and 3 of the lease agreement read:

"2. To have and to hold the above described premises unto the lessee together with all and singular the rights, privileges, and appurtenances thereto belonging and appertaining, for a period of Twenty (20) calendar years certain and commencing from the 1<sup>st</sup> day of July A.D. 1997 up to and including the 30<sup>th</sup> day of June A.D. 2027 [2017], yielding and paying therefor US\$600 annually for the first Ten (10) years; US\$750 annually for the second ten (10) years.

(3) It is mutually agreed that at the expiration of the twenty (20) year period certain granted, Lessee shall have the option to renew this agreement for an additional period of ten years upon the same terms and conditions; except that annual rental shall be US\$1,000."

The appellee alleges that on July 15, 1998, he and the decedent of the appellant estate, Alhaji Mohammed Fofana, entered into an amendment to the lease agreement of 1997, amending clause 3 thereof. The terms of this amendment read:

"WHEREAS, on the 20<sup>th</sup> day of June A.D. 1997, the Lessor and Lessee herein executed an Agreement of Lease for a certain parcel of land in Fish Market, Sinkor. Said agreement was duly probated on June 23<sup>rd</sup> A.D. 1997, and registered according to law in volume 23-97 pages 318-319"; and

WHEREAS paragraph 2 (two) [3] of the agreement of June 20, 1997 provides:

"3. It is mutually agreed that at the expiration of the period herein granted, Lessee shall have the option to renew this agreement for additional period of 10 years upon the same terms and conditions, except that rental shall be US\$1,000.00 (UNITED STATES ONE THOUSAND DOLLARS)";

NOW THEREFORE, IT IS HEREBY agreed by the parties to amend paragraph 3 above, and hereby expressly agree as follows:

"(3) It is mutually agreed that at the expiration of the 20 (twenty) year period certain granted, which expires on June 30, 2027 [2017], the Lessee shall exercise the option for a renewal of the lease for an additional period of 20 (twenty) years, commencing from July 1, 2027 [2017] up to and including July 1, 2047 [2037] yielding an

annual rental of (a) US\$1,000.00 for the first ten years, and (b) US\$1,200.00 for the second ten years.

It is further agreed that Lessee shall have the first right of option to further renew the lease after the expiration of the first option granted in paragraph 1 (one) above, provided this right of option shall be left to the discretion of Lessee.

It is also agreed that all provisions\clauses or paragraphs contained in the Lease Agreement of June 20, 1997, not amended, modified or altered, shall remain in full force and effect to be enforceable against the parties.

The terms and conditions of this lease shall be binding on the parties, their heirs, administrators, executors, assigns and successors-in-business as if each has executed this agreement.”

There is basically no dispute between the parties as to the twenty year certain period of the original lease agreement of June 20, 1997. The controversy centers around the appellant estate refusal to recognize the amendment allegedly made on July 15, 1998, to the original lease agreement.

On February 19, 2018, the administrators of the appellant estate wrote a letter to the appellee informing him that the lease agreement of June 20, 1997 had expired and that the appellant estate intends not to renew the lease thereafter, and demanding that the appellee pays the outstanding eight months rental arrears he owes.

The appellee through his lawyer replied the appellant estate, informing it that the appellee’s lease with the appellant had not expired as he and the decedent of the appellant estate, Alhaji Mohammed Fofana, had on July 15, 1998, made an amendment to the original lease agreement, amending the ten (10) year optional period to twenty (20) years which was to commence from July 1, 2027 [2017] to July 1, 2047 [2037], yielding an annual rent of US\$1,000.00 for the first ten years, and US\$1,200.00 for the second ten years.

The appellee’s lawyer also invited the administrators of the appellant estate to a conference to discuss the balance rent due and to amicably resolve the dispute regarding the property. As the records show, the appellant’s administrators refused to attend the said conference and even turned down another request to have the parties amicably resolve the matter. Rather, the administrators moved on the disputed property and took possession thereof, insisting that the lease agreement had expired. The appellant’s administrators then wrote to the appellee informing him that the lease had

expired and that the administrators of the appellant estate were taking possession of the property.

The administrators of the appellant estate having refused to recognize the validity of the amendment to the lease agreement between the appellee and the appellant's decedent, the appellee proceeded to file an action for declaratory judgment before the Sixth Judicial Circuit Court on April 12, 2018, through his Attorney-in-Fact, Mr. Kiafumba Komara.

In the petition for declaratory judgment, the appellee prayed the court as follows:

1. To declare that the lease agreement of June 20, 1997 and its addendum of July 15, 1998 executed by the petitioner [appellee] and the late Alhaji Mohammed Fofana are valid and enforceable under the law up to and including July 1, 2037 along with its optional period of ten years after expiration.
2. That the Leasehold Right under the Lease Agreement and its amendment above referred is vested in the petitioner [appellee] as a matter of law.
3. That the terms and conditions of the lease agreement of June 20, 1997 and its amendment of July 15, 1998 are binding on the respondents [appellants] and are under duty to honor the said terms and condition and are further required to respect and confirm the right of the petitioner [appellee], and in so doing, order the respondents [appellant] to vacate the demised premises, and grant unto such and further relief this court and your Honor may deem just and equitable.

The appellant, through its administrators, filed returns to the appellee's petition, contending that they are the administrators of the intestate estate of Alhaji Mohammed Fofana as they were issued Letters of Administration by the Monthly and Probate Court of Montserrado County; that they concede to the fact that the appellee and their late father, Alhaji Mohammed Fofana, entered into a Lease Agreement on June 20, 1997, but that the referenced lease agreement contains an ambiguity in count two (2) which provides as follows: *"To have and to hold the above described premises unto the Lessee together with all and singular the rights, privileges and appurtenances thereto belonging and appertaining, for a period of Twenty (20) calendar years commencing from the 1<sup>st</sup> day of July A.D 1997 up to and including the 31<sup>st</sup> day of July A.D. 2027 yielding and paying US\$600.00 annually for the first ten years; US\$750.00 annually for the Second Ten (10) years."*

The appellant alleged that, instead of the twenty-year period running from 1997 to the end of July, 2017, the appellee deliberately chose to increase the duration of the lease by an additional ten (10) years at the detriment of

the appellant; that because the late Alhaji Mohammed Fofana was not educated, the appellee took advantage of him and criminally increased the duration of the lease agreement entered into on June 20, 1997, and under our laws when ambiguity exists in an agreement, it works against the interest of the crafter of that agreement; that assuming without admitting that the June 20, 1997 lease agreement "optional clause" is clear and unambiguous, it is not automatic but the appellee should have declared his interest in taking advantage of the optional period as provided for in the lease agreement prior to the expiration of the said agreement through a written notice to the lessor or through advanced payment of rent covering a significant portion of the optional period; that the original lease agreement expired since June 20, 2017, and that from that time up to the filing of the respondents' returns, about ten (10) months since the expiration of the original lease agreement, the appellee had not shown any interest or expressed any desire to utilize the optional period of the lease; in fact, it was the wife of the late Alhaji Mohammed Fofana that reminded the appellee through a letter about the expiration of the original lease agreement.

The appellant further claimed that the amended lease agreement that the appellee claimed was entered into between him and the late Alhaji Mohammed Fofana, is absolutely impossible because the late Alhaji Mohammed Fofana whom the appellee claims executed the amended lease agreement with him on July 15, 1998, died on July 10, 1998; that contrary to the appellee's assertion, the appellee had not been paying the required lease rental in keeping with paragraph three (3) of the 1997 lease agreement and that the appellee did not build any structures on the said property; that every structure physically seen on the property was erected by the appellant; that the appellee has no leasehold rights over the subject property and that declaratory judgment will not lie because the appellee has no right to be declared by the court and therefore the entire petition should be dismissed.

The appellee filed a reply to the appellant's returns, averring that the two dates, the June 30, 2027 date in the original lease agreement and the July 1, 2047 date in the amended lease agreement were mere errors in calculation; that the appellee sought clarification from his lawyer that drafted the agreement and the amendment and by email dated June 11, 2017, the lawyer admitted the error in calculation and provided the correct period agreed upon by the parties in the lease agreement and the amendment; that the correct period of the lease is twenty (20) years,

commencing from 1997 and ending in 2017 and not 2027, while the additional twenty (20) years under the amendment ends in 2037 and not 2047, and that as a matter of transparency, he forwarded a copy of the email communication from the previous lawyer concerning this matter to Mr. Alieu Fofana, son of the late Alhaji Mohammed Fofana; that if he, appellee, wanted to act otherwise, he would not have done so. The appellant's contention that the appellee intentionally increased the number of years in the lease is false and misleading as that is why he pointed them out and made the necessary corrections in count three (3) of his petition.

Besides, the appellee stated that all the documents including the lease agreement, its amendment and cash payment receipts were signed by Alhaji Mohammed Fofana himself in Arabic and his son Ousman Fofana; that Alhaji Mohammed Fofana also initialed each and every page of the agreement as can be clearly seen from the face of all the documents, and that Alhaji Mohammed Fofana and his son who read and signed the agreement should have also observed the error in the agreement and were also under an obligation to correct same before signing them.

As to the appellant's allegation that the amendment to the lease agreement of 1998 was fraudulent, the appellee contends that the amendment was physically signed by Alhaji Mohammed Fofana and his son Ousman Fofana and that Alhaji Mohammed Fofana was alive beyond July 10, 1998; that the death certificate attached to the appellant's pleading was fraudulently obtained; also, the appellant's contention that the appellee should have first made a request to exercise the option of renewal has no legal basis since clause 3 of the 1997 agreement was amended in 1998, and as per the execution of the amendment, the appellee did not have to give any notice to anyone regarding any intent to renew the lease agreement; that under the amendment, he paid rent up to 2017 as indicated by cash receipts issued by the appellant's representative in person of Yaya Fofana and the rent of 2018 has not been paid because the appellant have not submitted the name of the person(s) authorized to collect the rent for the appellant estate under the amended agreement, and the appellant have challenged the validity of the 1998 amendment, claiming that the amendment is fraudulent because the late Alhaji Mohammed Fofana died on July 10, 1998 and therefore could not have signed the amendment on July 15, 1998.

The appellee insistence that the amendment was freely executed between him and the late Alhaji Mohammed Fofana on July 15, 1998, and that the death certificate proffered by the appellant in the proceedings is fraudulent,

and the appellant's allegation that Alhaji Mohammed Fofana was not alive when the amendment was said to have been executed, this presented a disputed issue of fact bordering on fraud. Therefore the trial judge, after conducting a hearing on the law issues ruled as follows:

"Although a declaratory judgment proceeding usually raises legal issues, where there is a disputed issue of fact, as in the instant case, that issue must be ruled to trial. Accordingly, the issue of whether the amendment of 1998 is fraudulent or not is hereby ruled to trial. Upon the conclusion of the trial, the court shall then proceed to declare the rights of the parties consistent with Section 43.1 of the Civil Procedure Law."

Hearing into the factual issue of fraud raised in the pleadings commenced on January 25, 2019. During the trial, the appellee presented two (2) regular witnesses and one (1) rebuttal witness, while the appellant brought forth three witnesses.

The appellee first witness, Foleboi K. Kamara, in his testimony confirmed the averment of the petition filed, stating that the agreement of June 20, 1997 entered into with the decedent of the appellant estate, Alhaji Mohammed Fofana, was for a period of twenty years certain and an optional period of ten years, but on July 15, 1998, they amended the agreement so that the optional period was extended to twenty years instead of ten. He denied that the amendment signed in 1998 was fraudulent as it was not only signed by Alhaji Mohammed Fofana but was also witnessed on his behalf by his son, Ousman Fofana.

The appellee's second witness, Sekou N. Donzo, testified that he knew the late Alhaji Mohammed Fofana and the appellee, Foleboi K. Kamara; that he was called by the appellee to witness the amended lease agreement signed between the appellee and Alhaji Mohammed Fofana on July 15, 1998. The appellee then presented the lease agreement of June 20, 1997 and the amendment thereto of July 15, 1998, into evidence.

The appellant's three witnesses, Moriken M. Swaray, Omaru Fofana and Mabronga Fofana basically testified that the amendment to the lease was fraudulent as Alhaji Mohammed Fofana, decedent of the appellant estate, died on July 10, 1998, and could not have signed the amendment to the lease agreement on July 15, 1998. The appellants thereafter presented the death certificate of Alhaji Mohammed Fofana into evidence.

The appellee having given notice to bring a rebuttal witness to rebut the appellant's allegation and certificate proffered stating that Alhaji Mohammed

Fofana died on July 10, 1998, brought David G. Harris, the principal of the C & S Standard Foundation Elementary and Junior High School who testified that in his attempt to find a teaching job at the A.M. Fofana High School, he did an investigation on the internet about the school and found that the founder of the institution, Alhaji Mohammed Fofana, was born on November 1, 1928, in Zorzor, Lofa County and died on July 31, 1998. The appellant attempted to have a mark of identification placed on a copy of the printed Facebook information testified to by the witness but the judge denied same, ruling as follows:

“The Court: The Court takes judicial notice of the Facebook page of the A.M Fofana High School in respect of the place of birth and the date Mr. Fofana died. However, since this instrument was not pleaded, same will not be marked”.

At the close of the trial, the trial judge ruled that though the court did not admit into evidence the Facebook announcement of Alhaji Mohammed Fofana’s death, the court however took judicial notice of same and to authenticate its veracity, the court checked on the Facebook page of the A.M. Fofana Institute and confirmed that indeed Alhaji Mohammed Fofana died on July 31, 1998. This meant that he died subsequent to the amendment entered on July 15, 1998, and this meant that the appellant’s witnesses lied under oath. The Court therefore ruled declaring that the 1998 amendment to the 1997 lease agreement was executed between the appellee and the late Alhaji Mohammed Fofana; that the 1998 amendment is valid and enforceable and is binding on the heirs and administrators of the late Alhaji Mohammed Fofana. Having declared the 1998 amendment valid and enforceable, the judge ordered the administrators of the Intestate Estate of Alhaji Mohammed Fofana who dispossessed the appellee of the subject property in 2018, to vacate the property and that the appellee be placed in full possession thereof in keeping with the terms of the 1998 Amendment.

The appellant excepted to the final ruling of the lower court and announced an appeal to the Supreme Court, sitting in its October Term, A.D. 2019.

The 3 count bill of exceptions filed by the appellant assigning error to the court’s ruling states the following: (1) that the error in the calculation of the lease agreement of 1997, specifically count 2 of the agreement was ambiguous and should work in favor of the appellant since Alhaji Mohammed Fofana, decedent of the appellant estate, was uneducated and without legal representation; (2) that regarding the date of death of Alhaji Mohammed



Fofana, the judge ruled giving credence to a Facebook information above a medical certificate presented by the appellant from a renowned and credible hospital, the St. Joseph Catholic Hospital, stating that the Facebook information was more authentic than the medical certificate; and (3) that Judge Dunbar's ruling was made on the 4<sup>th</sup> of June, 2019, the 11<sup>th</sup> Day Chambers Session of the March Term of Court, a day after the expiration of the Judge's term.

Regarding the first issue on the calculation of dates in the lease agreement and the amendment, this Court says that as the appellee stated during cross-examination, the lease agreement was signed by both the appellee and the late Alhaji Mohammed Fofana and was also witnessed by persons from both parties; that the lessor, Alhaji Mohammed Fofana, and his son had an obligation to review the agreement and point out any mistake because it was his property involved; besides, anyone who read the agreement knows that it was just a human error. The appellee stated that while he was in the United States, one of the appellant's sons, the late Ansumana Fofana, and him talked about the miscalculation of dates in the agreement and Ansumana stated that it was no big deal; that when the appellee returned, they would take the agreement to their lawyer to be corrected.

This Court sees that upon a review of the records, the appellee inserted the corrected dates in the agreements attached to the petition for declaratory judgment filed in the court below and that the receipts of payments signed by the appellant representative Yaya M. Fofana rightly stated the expiration date of the agreement as 2017 instead of 2027. The appellee concedes to the dates for termination of the agreement signed with the appellant's decedent and this is no issue since the miscalculation of dates in the agreement was clearly a harmless error. The Civil Procedure Law, Rev. Code 1:1.5 states that "no error in either the admission or exclusion of evidence and no error or defect in any ruling or order or in anything done or omitted by the court or by any of the parties is ground for granting a new trial or for setting aside a verdict or for vacating, modifying, or otherwise disturbing a judgment or order, unless refusal to take action appears to the court inconsistent with substantial justice..."; Therefore, we cannot set aside the ruling of the court below based on the errors in dates as urged by the appellant.

The judge rightly held in his ruling on the law issue, that the appellant having disputed the authenticity of the amendment to the lease agreement of 1997, alleging that the decedent of the appellant estate, Alhaji

Mohammed Fofana, was not alive when the amendment was said to have been entered into, the sole issue to be determined was whether or not Alhaji Mohammed Fofana was alive when the amendment was allegedly signed and that this issue had to be taken to trial before determination of the petition for declaratory judgment.

The Court notes that when the appellant's third witness, Madam Mabronge Fofana, rested with evidence, counsel for the appellant prayed for a subpoena ad testificandum to be issued and served on the administrator of the Catholic Hospital to bring to court the original copy of the death certificate of Alhaji Mohammed Fofana, considering that the court upon the appellant's counsel request had placed a temporary mark of identification on the photocopy of the medical certificate of death allegedly issued by the Ministry of Health and Social Welfare dated July 10, 1998.

The Court sees nowhere in the records where any of the administrators of the Catholic Hospital or the Ministry of Health & Social Welfare were brought to testify to the original death certificate and wonders why the appellant would even bring an administrator from the Catholic Hospital to confirm the genuineness of a photocopy of a death certificate issued by the Ministry of Health and Social Welfare. However, with no mark of confirmation placed on the death certificate presented by the appellant, the judge had this document admitted into evidence when the appellant rested with evidence.

Interestingly, we also see that although the lower court judge denied the admission into evidence of the Facebook screenshot that was presented by the appellee to rebut the appellant witnesses' testimonies that Alhaji Mohammed Fofana died on June 10, 1998 instead of July 31, 1998, the judge later gave credence to the document referencing it as a historical fact which he confirmed from the internet.

We are in disagreement with the judge handling of the evidence in this matter.

The Civil Procedure Law, Rev. Code 1:25.2 allows courts to take judicial notice of historical facts but limits such facts to public historical facts that are so well known as not be subject of reasonable dispute. The death of a private citizen, like the decedent of the appellant in this case, does not constitute a historical fact within the contemplation of the law. Besides, the judge does not state that he was personally aware of the death of the appellant decedent on July 31, 1998; rather, he ruled that he confirmed that the appellant's decedent died on July 31, 1998 from the internet.

The Judge having rejected the Facebook evidence presented by the appellee, he could not subsequently go to Facebook to secure the self-same evidence, referencing it as historical. No judge should go about seeking evidence to rule in a case; the parties must do what they ought to do for themselves. It is the law in this jurisdiction that courts will not do for parties that which the parties are obligated to do for themselves. *Berry v. Intestate Estate of Beattie*, Supreme Court Opinion, March Term, 2014; *Liberia Material Ltd. V. His Honor Gbeneweleh et al.*, Supreme Court Opinion, October Term 2014.

In this case, when the appellee's evidence of the screenshot from Facebook was denied admission by the court, the appellee was duty bound to present further evidence to support his claim that Alhaji Mohammed Fofana was alive on July 15, 1998 when the amendment to the lease agreement was signed.

Further, in this jurisdiction, an instrument pleaded and not authenticated cannot be admitted into evidence. Hence, the Judge erred when he admitted into evidence the death certificate presented by the appellant which was temporarily marked.

We note that the judge ruled the case to trial because the parties in their pleadings raised the issue of fraud regarding the signing of the amendment to the lease agreement of 1997 and the issuance of the death certificate proffered by the appellant estate. While this ruling of the judge submitting the case to trial is correct, we however note that the judge failed to afford the parties the opportunity to make a demand for jury trial in the case in keeping with the Civil Procedure Law, Rev. Code 1:22.1.6 which states: "When it appears in the course of a trial by the court that the relief required, even though not originally demanded by a party, entitles the adverse party to a trial by jury of certain issues of fact, the court shall give the adverse party an opportunity to demand a jury trial of such issues. Failure to make such a demand within the time limited by the court shall be deemed a waiver of the right to trial by jury. Upon such a demand, the court shall order a jury trial of any issues of fact which are required to be tried by jury."

Besides, our law is replete with holdings by this Court that issues of fraud must be referred to the jury. *Trokon International et al, v. Reeves, Johnson, et al.*, 39 LLR 626, 633 (1999); *Nah v. Nagbe*, 16 LLR 89 (1964); *WARCO v Mathies*, 40 LLR 21, 26 (2000); that it is a requirement of the law that fraud, being an issue of fact and requiring proof, must of necessity be tried by a jury. *Beysolow v. Coleman*, 9 LLR 156, 159 (1946); *Nah v. Nagbe and Richards*, 16 LLR 89, 93 (1964). *Trokon Int'l et al v Reeves et al*, 39 LLR 626, 633 (1999); *WARCO v Mathies*, 40 LLR 21, 26 (2000). If the issue of fraud

[in a case] are upheld or presumed to be a valid issue for determination by the court and ruled to trial, the judge should order that a jury be empaneled to pass on the issue of fraud. *Trokon International et al, v. Reeves, Johnson, et al.*, 39 LLR 626 (1999).

In view of the above, we hold that the contested issue in this case being the actual date of death of the appellant's decedent which would authenticate the addendum to the lease agreement, and this issue being an inference of fraud, the Judge should have accorded the parties the opportunity to request for a jury trial on this issue.

WHEREFORE AND IN VIEW OF THE FOREGOING, the final ruling of the lower court is hereby reversed and the case remanded with instruction to the Judge in the court below to afford the parties an opportunity to request a jury trial if they so desire.

The Clerk of this Court is ordered to send a mandate to the judge presiding in the court below to resume jurisdiction and give effect to the Judgment emanating from this Opinion. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING COUNSELLOR SAMUEL Y. ZAZA OF THE TUBMAN LAW FIRM APPEARED FOR THE APPELLANT. COUNSELLORS SNONCIO E. NIGBA, ALHAJI SWALIHO A. SESAY AND AMARA A. KENNEH APPEARED FOR THE APPELLEE.