

IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC
OF LIBERIA, SITTING IN ITS MARCH TERM, A.D. 2024

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

Accessbank (Liberia) Limited, represented by its Chief Executive)
Officer, Managing Director and all of its Corporate Officers of the)
City of Monrovia, Liberia.....Appellant)

Versus)

Wael Gharzeddine of the City of Monrovia, Liberia.....Appellee)

) APPEAL

GROWING OUT OF THE CASE:)

Wael Gharzeddine of the City of Monrovia, Liberia.....Appellee)

Versus)

) ACTION OF DAMAGES

) FOR BREACH OF

Accessbank (Liberia) Limited, represented by its Chief Executive)
Officer, Managing Director and all of its Corporate Officers of the)
City of Monrovia, Liberia.....Appellant)

) CONTRACT & WRONG

Heard: June 24, 2024

Decided: August 28, 2024

MADAM CHIEF JUSTICE YUOH DELIVERED THE OPINION OF THE COURT

The Supreme Court is called upon by the appellant, Accessbank (Liberia) Limited, to reverse the final ruling of the Commercial Court presided over by Associate Judge, His Honor Othello S. Payman, I, entered upon the records on February 28, 2023, and in which he adjudged the appellant liable to pay the appellee, Wael Gharzeddine the following amounts: (a) Three Thousand Three Hundred Thirty United States Dollars and Twenty Four Cents (US\$3,330.24) as special damages; (b) Five Hundred Thousand United States Dollars (US\$500,000.00 as general damages; (c) One Hundred Thousand United States Dollars (US\$100,000.00) as punitive damages, and; (d) 6% statutory interest plus associated costs of court.

The records certified to this Court reveal that the appellee, Wael Gharzeddine, plaintiff in the court below, on July 14, 2022, filed before the Commercial Court of Liberia an action of damages for breach of contract and wrong against the appellant, Accessbank (Liberia) Limited, principally alleging that he established the Auto Elegance, a sole proprietorship, operating under the business laws of Liberia, and is engaged in the importation, sale and distribution of

vehicles, spare parts and accessories on the Liberian market; that Auto Elegance was contracted by Mittal Steel, a customer, to order a Toyota Land Cruiser LCGRXR388, and Auto Elegance accordingly, contacted Shayan Royal General Trading FZE of Dubai, the United Arab Emirates, to supply the said vehicle; that Auto Elegance and Shayan Royal General Trading FZE agreed on a Free On Board (FOB) purchase price of Sixty-Four Thousand, Two Hundred Fifty United States (US\$64,250.00) Dollars for said vehicle with the understanding that Auto Elegance would make a 50% down payment of the agreed price and the balance 50% paid prior to shipment of the vehicle; that in the event Auto Elegance fails, and defaults in the payment of the balance 50% as agreed, it would forfeit the advanced 50% payment.

The appellee also alleged that Auto Elegance informed the appellant, Accessbank, about its arrangement with Shayan Royal General Trading FZE, and that it, the appellee had Thirty-Four Thousand, Two Hundred Fifty United States (US\$34,250.00) Dollars representing 50% of the purchase price for the vehicle and therefore needed a loan of Fifty Thousand United States (US\$50,000.00) Dollars from the appellant to perform its agreement with Shayan Royal General Trading FZE; that the appellant Accessbank agreed and accordingly entered and executed a loan agreement with Auto Elegance for said amount of Fifty Thousand United States (US\$50,000.00) Dollars and that the appellee provided collateral documents, including documents to appellee's Toyota 4Runner vehicle; that based on this agreement and understanding with the appellant, the appellee forwarded the amount of Thirty-Four Thousand, Two Hundred Fifty United States (US\$34,250.00) Dollars to Shayan Royal General Trading FZE against the purchase price for the vehicle mentioned herein; that consistent with the loan agreement, the appellant deposited the amount of Forty-Eight Thousand United States (US\$48,000.00) Dollars into the appellee's account with the appellant and an alert text message was sent to the appellee's phone to confirm the said deposit having deducted the necessary bank charges.

The appellee alleged further that predicated upon the loan amount deposited into his account, he proceeded to and issued checks in the name of Auto Elegance to withdraw the said amount for the purpose of wire transfer to Shayan Royal General Trading FZE representing the balance payment on the purchase price of the vehicle, but that the appellant refused to honor said checks and also denied the appellee access to his account including the account balance of Three Thousand, Three Hundred Thirty United States Dollars (US\$3,330.24) and Twenty-Four Cents maintained in the account prior to the granting of the loan; that by the action of the appellant in denying him access to the Forty-Eight Thousand United States (US\$48,000.00) Dollars pursuant to the loan agreement, he forfeited his Thirty-Four Thousand, Two Hundred Fifty United States (US\$34,250.00) earlier wired to Shayan Royal General Trading FZE for the purchase of the Toyota Land Cruiser; that he also lost a profit of Twenty-Five Thousand United States (US\$25,000.00) Dollars which he would have gained had he purchased the said vehicle for Mittal Steel, which sum the appellee ought to recover from the appellant for denying the appellee access to its account to wire transfer the money to its supplier; and that the conduct of the appellant is a breach of the depositor's contract for which an Action of Damages for Breach of Contract will lie against the appellant and the appellee be awarded One Million, Six Hundred Sixty-Two Thousand, Five Hundred Eighty United States Dollars (US\$1,662,580.24) and Twenty-Four Cents broken down as follows: US\$34,250.00 wired to Shayan Royal General Trading FZE; US\$3,330.24 account balance maintained at the appellant's bank; US\$25,000.00

expected profit loss; US\$1,500,000.00 as general damages; and US\$100,000.00 as punitive damages.

On July 27, 2022, the appellant, Accessbank (Liberia) Limited, defendant in the court below, filed along with its answer, a motion to dismiss the complaint, in which it denied and contended that the averments contained in the complaint are false, misleading and misrepresentation of the banking practices and procedures; that the loan facility, subject of the proceedings, was contracted to Auto Elegance, a customer who had also benefitted from an earlier arrangement, and not the plaintiff as is being alleged; that the plaintiff is not a party to the said loan contract but a guarantor, and as such, has no capacity to sue consistent with Chapter 11, Section 11.2(e) of the Civil Procedure Law; that Auto Elegance, as a licensed business entity, applied for a second loan facility having benefitted from the first opportunity, but said loan was never disbursed, and that Auto Elegance being a sole proprietorship established by Wael Gharzeddine, does not grant him standing to bring suit in his own name; that because the appellee failed as a would be guarantor to execute the guarantee and collateral contracts, as was done in the first loan arrangement, same being the condition for the disbursement of the loan facility, the bank did not disburse the said loan to Auto Elegance, despite it being deposited into Auto Elegance's account as there was no binding contractual relationship.

The appellant also contended that the alleged proforma invoice and money transfer forms annexed to the appellee's complaint bear the name of Wael Gharzeddine who has no contractual relationship with the Accessbank Liberia, Limited. Moreover, the bank is not aware of the purported transaction between the appellee and his supplier; that the said proforma invoice issued the appellee by Shayan Royal General Trading FZE was executed January 26, 2020, with a life span of seven (7) days, meaning that the proforma invoice was not valid after February 2, 2020, whereas the credit notice from the appellant to Auto Elegance was sent on February 28, 2020, a one-month time interval; hence the appellee could not claim damages for a transaction that commenced prior to the non-disbursement of the credit facility to Auto Elegance; that despite the fact that the loan amount was deposited into Auto Elegance's account, Auto Elegance could not access the account pending compliance with the loan requirements, that is, signing the guarantee and real estate collateral contracts, therefore, the bank prayed the trial court to deny and dismiss the entire complaint.

On August 5, 2022, the appellee filed along with his reply, a resistance to the defendant's motion to dismiss, basically confirming the averments contained in his complaint and asserted further that a sole proprietorship is no different from its owner, hence, he had the capacity to sue in his own name on behalf of Auto Elegance; that as the sole proprietor, he incorporated Auto Elegance into a new company and transferred all the assets of Auto Elegance to Auto Elegance Incorporated and obtained a fifty-one percent (51%) shares; that he signed the guarantee contract and also pledged his leasehold interest in the building housing his two garages, as well as his Toyota vehicle's original document as security for the loan; therefore, the appellant's subsequent reversal of the transaction that was fully executed is a breach of contract for which damages will lie.

On August 11, 2022, the trial judge denied the appellant's motion to dismiss, holding as follows:

“Considering all of the facts and circumstances along with all of the species of evidence filed before this court which are not disputed by the parties and the issue of legal capacity to sue, being a matter of law or issue of law, this court is of the legal opinion that Mr. Wael Wharzeddine, who was the sole proprietor of Auto Elegance which was transformed into a corporation, has legal capacity to sue movant/bank for damages for alleged breach of contract and wrong since in fact and indeed a sole proprietorship and its proprietor are not separate and distinct. More beside, a sole proprietorship is not a legal entity under our law, practice and procedure in this jurisdiction in that all assets and liabilities of a sole proprietorship are [those] of the proprietor who has unlimited liability. Therefore, the alleged injury to a sole proprietorship is injury *per se* to the proprietor since the proprietor owns all of the assets in the proprietorship and assumes unlimited liability growing out of the proprietorship”.

The counsel representing the appellant noted exceptions to the above quoted ruling and gave notice that he would take advantage of the laws controlling. The records do not show that the said counsel took any further steps for an appellate review of the said ruling.

When the case was called for hearing at the trial court, the appellee’s counsel requested that a *subpoena* be issued and served on the appellant to produce and to testify to documents relative to the subject loan agreement, and same was granted. Thereafter, the appellee took the witness stand and testified, basically reciting the exact same averments contained in his complaint, with which we shall not burden this Opinion as we have already stated same *supra*.

Thereafter, the appellee’s subpoenaed witness, Boima Q. Outland, an employee of the appellant bank, produced and testified to the loan contract between the appellee and the appellant; the guarantee and collateral contracts; the original copy of the appellee’s real estate lease agreement; the original copy of the appellee’s vehicle registration document, and the loan application form that was signed by the appellee. At the close of their testimonies, the appellee admitted into evidence his business (sole proprietorship) registration document, a *pro forma* invoice from Shayan Royal; a wired transfer slip in the amount of US\$34,250.00; a text message indicating a deposit of US\$48,000.00 into the appellee’s account; two checks in the amounts of US\$10,000.00 and US\$3,300.00, respectively; and the subpoenaed loan and collateral documents.

On November 7, 2022, and after the appellee rested with the production of both oral and documentary evidence, the appellant filed a motion for judgment during trial pursuant to Section 26.2 of the Civil Procedure Law, alleging that the appellee did not prove his claims as set forth in his complaint, and had also provided conflicting statements as to the purpose of the loan. The motion was resisted by the appellee and following arguments, the trial court denied the motion. The appellant’s counsel again noted exceptions on the records, but pursued no further action thereon.

On November 15, 2022, the appellant requested the trial court to issue a subpoena on Arcelor Mittal to produce documents and to appear to testify regarding the contractual arrangement between it (Mittal Steel and the appellee). The request was granted and subsequently, the appellant’s first witness, Boima Outland, testified as follows: That he works with Accessbank, the appellant, as the coordinator for SME and Small Businesses; that he knows the appellee as the proprietor of Auto Elegance, a client to the appellant, and that Auto Elegance, having

completed the repayment of its first loan, requested for a 2nd loan for the purpose of importing additional spare parts and to renovate its existing garage; that an assessment was done in keeping with the bank's practice, and the loan of US\$50,000.00 was approved and disbursed; that it was also a practice that the client is required to furnish additional requirements, such as, proof of income from guarantors, as well as resident permit of the guarantor; that while in the process of satisfying these conditions, the country was assailed by 'Covid 19' and entry to many countries was prohibited, including the country from which the spare parts were to be imported, hence, the appellant's management took a decision to reverse the loan as well as suspend disbursement of loans to new clients because of the risk involved, and clients would not have the capacity to repay the loan, which decision was communicated to all its clients, including the Auto Elegance; that there were conditions to be satisfied before loan cash is withdrawn and that these conditions were not met, that is, the appellee did not sign the mortgage contract and did not also submit the resident permit of one of its foreign guarantors, hence, could not withdraw the funds despite same being deposited into his account.

The appellant's second witness, Vezele K. Gbogie, corroborated the testimony of the appellant first witness. Thereafter, the appellant's subpoenaed witness, Samuel T. Zonoe, Legal Assistant to Mittal Steel, took the witness stand and testified that from the search of their records, the company he represents, Mittal Steel, does not know the appellee and does not have any contractual agreement with him. The appellant admitted into evidence a corporate SMB (loan) contract, the client identification card issued by the bank, and the guarantee contract from Mr. Wharzeddine.

Thereafter, the parties rested with the production of evidence, whereupon, the trial court entertained arguments *pro et con* and thereafter, on February 28, 2023, entered upon the records its final ruling, adjudging the appellant liable to the appellee for breach of contract and awarded the appellee Three Thousand, Three Hundred Thirty United States Dollars (US\$3,330.24) and Twenty-Four Cents, Five Hundred Thousand United States (US\$500,000.00) Dollars and One Hundred Thousand United States (US\$100,000.00) Dollars as special, general, and punitive damages, respectively, making a total award of Six Hundred Three Thousand, Three Hundred Thirty United States Dollars (US\$603,330.24) and Twenty-Four Cents. The trial court reasoned that the appellant had breached its duty to the appellee when it refused to encash the checks written on the appellee's account no. 0224200814407, hence, the assessed damages. The appellant not satisfied with the said final ruling noted exceptions thereto and announced an appeal to the Honorable Supreme Court. The appellee also noted exceptions to the portion of the trial court's ruling which denied him special damages of US\$48,000.00 and US\$15,000 as lost profit.

On March 9, 2023, the appellant filed its approved bill of exceptions principally contending that the trial judge erred when he presided over the case to the exclusion of the full panel of judges of the Commercial Court contrary to the Act creating the Commercial Court of Liberia, which requires that cases in excess of One Million United States Dollars or its Liberian Dollar equivalent, be heard by the three-Judge panel as in the instant case wherein the appellee filed for damages in excess of One Million, Five Hundred Thousand United States (US\$1,500,000.00) Dollars; hence, he was without jurisdiction to hear the case; and that the judge erred when he awarded damages which are not supported by the evidence adduced and consistent with law.

This Court has determined from its review of the records and the arguments entertained that three issues are dispositive of this case, which are:

1. That given the facts and circumstances of the present case, the single judge of the Commercial Court properly assume jurisdiction over the case?
2. Whether the appellee, as shareholder in a corporation which takes over the assets of a dissolved sole proprietorship, has capacity to institute an action in his own name on behalf of the dissolved entity?
3. Whether or not the appellee proved by preponderance of evidence that he suffered loss of profit on account of the appellant's denial of access to his sole proprietor bank account lodged with the appellant for which he is entitled to the amount of damages awarded him by the trial court?

As to the first issue, we firstly state that it is the law in this jurisdiction that when a judicial tribunal lacks jurisdiction of the subject matter on which it assumes to act, the proceeding is absolutely void in the strictest sense of the term; that to render a judgment binding, the court must have jurisdiction over the person and subject matter, otherwise the judgment is void and of no effect. *Manuella P. Vargas v. His Honor John N. Morris*, 39 LLR 18, 22, 24 (1998); *Scanship (Liberia), Inc. v. Moses K. Flomo*, 41 LLR 181, 186 (2002).

In its brief and argument before this Court, the appellant insisted that the trial judge was without jurisdiction to have presided over the case for reason that the claim being made by the appellee for the alleged breach of contract was in excess of the legal ceiling required for a single judge of the Commercial Court to preside, and reliance whereof, the appellant cited Article 4, Section 2 of the Act creating the Commercial Court which states thus:

“...a case filed before the Commercial Court may be heard by one of the judges of the Commercial Court, provided that where the amount of the claim is in excess of One Million United States Dollars (US\$1,000,000.00) or its Liberian Dollars equivalent, the case shall be heard by the full three-judge panel.”

The statute is unambiguous as to the mandatory presiding of the full panel of judges of the Commercial Court over cases involving amounts exceeding One Million United States Dollars (US\$1,000,000.00). As we stated *supra* regarding the jurisdiction of courts, especially on subject matter jurisdiction, “a court on its own initiative must first determine its jurisdiction over a subject matter, even if it is not raised”. *Lamco J. V. Operating Company v. James Verdier*, 26 LLR 445, 448 (1978); *Union National Bank v. M.C.C*, 22 LLR 32, 35 (1973).

As gleaned from the certified records before us, the appellee filed an action of damages for breach of contract and wrong against the appellant, and although he requested special, general, and punitive damages, in addition to interest, in the approximate sum of One Million Six Hundred Sixty-Two Thousand United States Dollars (US\$1,662,000.00), it is the law that “in determining the jurisdiction of a lone judge of the Commercial Court to hear a matter, the principle amount/special damages sued for determines the jurisdiction of court and not the amount of damages requested as it can be denied, granted or modified. In the instant case, the

special damages sued for in the amount of US\$62,580.24,(Sixty Two Thousand Five Hundred Eighty United States Dollars, Twenty Four Cents) being less than One Million United States Dollars, or its Liberian Dollars equivalent, the lone judge presiding did not exceed his jurisdiction. Hence, the trial judge did not exceed his jurisdiction when he presided as the lone judge in the proceedings before the Commercial Court, as the amount sued for is Sixty-Two Thousand Five Hundred Eighty & Twenty-Four Cents United States Dollars (US\$62,580.24), and we so hold.

As to the second issue, *viz.*: whether the appellee as a shareholder in a corporation which takes over the assets of a dissolved sole proprietorship has capacity to institute an action in his own name on behalf of the dissolved entity, we say an emphatic no! This is so because laws are not retroactive. The alleged harm done to his business, Auto Elegance, a sole proprietorship at that time, does not *ipso facto* suggest that he, as a 51% shareholder of the Auto Elegance Incorporated, a new company, could sue in his name because he is the same person who had owned the sole proprietorship that was allegedly injured. We are baffled as to why the appellee, cognizant that his business was allegedly injured by the conduct of the appellant, and denied access to his account by the appellant to withdraw the funds of the loan facility granted in February 2020, did not institute any action as a sole proprietorship then, to remedy the situation. This Court says that it is not unaware that the sole proprietorship is indistinct from its owner, and that all of its assets and liabilities are inherited by the sole owner. However, we fail to see the relevance of this issue, as the account before the appellant bank remains in the name of the sole proprietorship, under which the appellee could sue in his name, and the main issue here is whether the appellee is entitled to damages given the circumstances of this case.

Hence, we proceed to address the last issue as to whether or not the appellee proved by preponderance of evidence that the amount of damages awarded him by the trial court should be affirmed by this Court. Our perusal of the records shows that the appellee asserted that he had been contracted by Mittal Steel to import a Toyota Land Cruiser, after which he applied to the appellant for a credit opportunity of US\$50,000.00 to help facilitate the alleged importation of the said vehicle; that upon the appellant's failure to allow him access the loan granted under their agreement, the appellant having deposited US\$48,000.00 into his account, he lost a sale profit of US\$25,000.00 that he would have generated had he brought in the vehicle; therefore, he is seeking damages for the loss of income and also his denial to access his account balance maintained with the appellant.

The records also reveal that during the trial, it was established that the appellee did not hold any contractual relationship with Mittal Steel as he had alleged. The Legal Assistant to Mittal Steel, Mr. Samuel T. Zonoe, as a subpoenaed witness, testified on the direct and refuted the appellee's assertion that, as far as their records were concerned, Mittal Steel does not know the appellee, neither did the former enter into any contractual agreement with the latter, for the importation of a Toyota Land Cruiser. To this statement, the appellee did not produce any counter statement, nor did he produce any document to the contrary to convince the court that indeed there existed an agreement to import the said vehicle. It is well recognized in this jurisdiction that "the failure of a person to reply to an oral statement and written instrument made and introduced into evidence against him, where he had the opportunity to act, it is an implied admission of the fact stated". *Tom Harris v. David Woah et al*, Supreme Court Opinion,

March Term, A.D. 2024; *Wlo Flo v. RL* 29 LLR 3, 12 (1981). Additionally, on the cross examination the appellee provided the following statements in response to questions which in the mind of this Court are inconsistent with the averments in the action filed and defeats his cause:

“I testified before that I have been contracted by Mittal Steel to a buy vehicle, but the main purpose [for] taking the loan from the bank was for spare parts and repair”.

“I agree on my testimony of October 19, that the reason was to bring a vehicle to Mittal Steel, but the contract we signed with Accessbank was for spare parts and garage repair sent to me by the bank loan officer, Mr. Sangary”.

“I read where I was supposed to sign but I did not read [the] loan document”.

Having considered the damaging effects of these statements, coupled with the appellee’s failure to establish by the preponderance of the evidence that he had a contract with Mittal Steel to import a Toyota Land Cruiser, this Court is persuaded to reject the appellee’s claim that he suffered loss of profit, that could entitle him to the amount of damages awarded by the trial court.

It is a settled principle of law hoary with time that damages in general must be stated with specificity and the award therefor must commensurate or bear some relation to the injury suffered. In his complaint, the appellee contended that based on the appellant’s refusal to allow him access to his account to withdraw the purported loan amount, he lost business opportunity and therefore requested special damages broken down earlier in this Opinion. However, at trial the appellee failed to produce evidence sufficient to substantiate his claim. The Supreme Court has held in numerous Opinions that “special damages must be specially pleaded and specifically proven at the trial by preponderating evidence upon which the trial jury may base its verdict”. *Intrusco Corporation v. Mohamoud Osseily*, 32 LLR 558, 568 (1985); *Firestone Plantation Company v. William E. Greaves*, 9 LLR 250, 268 (1947).

Moreover, damages are pecuniary compensation or indemnity which may be recovered in the courts by any person who has suffered loss, detriment, or injury, whether to his person, property or rights, through the unlawful act or omission or negligence of another; that punitive damages are given in enhancement merely of the ordinary damages of the wanton, reckless, malicious, or the oppressive character of the acts complained of and cannot be measured by any precise rules. However, it is the law that “award for general and punitive damages must be commensurate with the injury suffered by the appellee and the cause thereof. *Intrusco Corporation v. Mohamoud Osseily*, 32 LLR 558, 571-575 (1985). Taking this principle into consideration and applying same to the circumstances that obtained in the instant case, we find ourselves unable to agree with the trial judge in assessing damages in the manner described herein *supra*. Additionally, this Court says, that the appellant not having denied the deposit of the amount of US\$3,330.24 (Three Thousand Three Hundred Thirty United States Dollars Twenty Four Cents) that the appellee had in his account when the account was blocked, this denied him access to this amount; therefore, damages for wrong will attach for this act. Hence, the appellee having failed to prove by sufficient evidence that he was injured to such an amount,

the appellee is awarded US\$1,000.00 (One Thousand United States Dollars) as general damages for the injury caused by the blocking of his account by the appellant bank. Furthermore, assuming *arguendo* that the appellee in the interim suffered some mental anguish and embarrassment due to the deprivation of access to his account by the appellant bank, the award of US\$600,000.00 by the trial judge is far remote and bears no relation to the injury as contemplated by the quoted law.

WHEREFORE AND IN VIEW OF THE FOREGOING, the final ruling of the Commercial Court is affirmed with the modification stated herein. The Clerk of this Court is hereby ordered to send a Mandate to the Commercial Court commanding the judge presiding therein to resume jurisdiction over this case and give effect to the Judgment emanating from this Opinion. AND IT IS HEREBY SO ORDERED. Costs are ruled against the appellant.

Ruling affirmed with modification

When this case was called for hearing, Counsellors T. Negbalee Warner and Gartor Tate appeared for the appellant bank. Counsellor J. Johnny Momoh appeared for the appellee.

IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA,
SITTING IN ITS MARCH TERM, A. D. 2024.

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

Accessbank (Liberia) Limited, represented by its Chief Executive Officer, Managing Director and all of its Corporate Officers of the City of Monrovia, Liberia.....Appellant)
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Versus) APPEAL
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)
Wael Gharzeddine of the City of Monrovia, Liberia.....Appellee)
)
GROWING OUT OF THE CASE:)
)
Wael Gharzeddine of the City of Monrovia, Liberia.....Plaintiff)
)
) ACTION OF
Versus) DAMAGES OF
) FOR BREACH OF
) CONTRACT &
) WRONG
Accessbank (Liberia) Limited, represented by its Chief Executive Officer, Managing Director and all of its Corporate Officers of the City of Monrovia, Liberia.....Defendant)
)

JUDGMENT

When this case was called for hearing, Counsellors T. Negbalee Warner and Gartor Tate appeared for the appellant. Counsellor J. Johnny Momoh appeared for the appellee.

Having carefully examined the facts contained in the records, listened to the arguments on both sides, and considered the laws relevant thereto, it is hereby

ADJUDGED:

That Article 4, section 2 of the Act creating the Commercial Court prohibits a lone judge from presiding over cases involving amounts exceeding One Million United States Dollars or its Liberian Dollars equivalent;

That in the instant case, in determining the jurisdiction of a lone judge of the Commercial Court to hear a matter, the principle amount/special damages sued for determines the jurisdiction of court and not the amount of damages requested as it can be denied, granted or modified. In the Instant case, the special damages sued for in the amount of US\$62,580.24,(Sixty Two Thousand Five Hundred Eighty united States Dollars, Twenty Four Cents) being less than One Million United States Dollars, or its Liberian Dollars equivalent, the lone judge presiding did not exceed his jurisdiction;

That where a loan agreement is not consummated conclusively with a bank, the bank is under no obligation to disburse the amount of the loan. In the instant case, the parties not having consummated a loan agreement, the appellant Accessbank committed no breach when it withdrew the loan amount deposited in the appellee's Sole Proprietorship account;

That the appellant not having denied the deposit of the amount of US\$3,330.24 (Three Thousand Three Hundred Thirty United States Dollars Twenty Four Cents) that the appellee had in his account when the account was blocked, this denied him access to this amount; therefore, damages for wrong will attach for this act; and

That award for general and punitive damages must be commensurate with the injury suffered by the appellee, and in this case, the appellee is awarded US\$1,000.00 (One Thousand United States Dollars) as general damages for the injury caused by the blocking of his account by the appellant bank.

WHEREFORE AND IN VIEW OF THE FOREGOING, the final ruling of the Commercial Court is affirmed with the modification stated herein. The Clerk of this Court is hereby ordered to send a Mandate to the Commercial Court commanding the judge presiding therein to resume jurisdiction over this case and give effect to this Judgment. Costs are disallowed. IT IS HEREBY SO ORDERED.

GIVEN UNDER OUR HANDS AND SEAL OF THE HONORABLE
SUPREME COURT OF THE REPUBLIC OF LIBERIA, THIS 28TH DAY
OF AUGUST, A.D. 2024.

Sie-A-Nyene G. Yuoh
CHIEF JUSTICE, SUPREME COURT OF LIBERIA

Jamesetta Howard Wolokolie

ASSOCIATE JUSTICE, SUPREME COURT OF LIBERIA

Yussif D. Kaba

ASSOCIATE JUSTICE, SUPREME COURT OF LIBERIA

Yamie Quiqui Gbeisay, Sr.

ASSOCIATE JUSTICE, SUPREME COURT OF LIBERIA