

a trust account was opened at the LBDI with the Minister of Finance and one Mr. Eugene Cooper as the two sole signatories, and that on said account, individual checks were then issued to the employees/appellees for encashment.

The controversy surrounding this case relates to the understanding by the Government, LBDI and the redundant employees relating to taxes deducted from the amount paid out to these employees, appellees herein. This Understanding as contained in a document captioned, "PROCEDURE AND PROCESSES FOR VERIFICATION, CERTIFICATION, AND PAYMENT OF COMPENSATION/BENEFITS TO FORMER EMPLOYEES AND PENSIONERS OF BONG MINING COMPANY", outlined the procedural steps agreed to by the appellees/employees upon presentment of their checks to the LBDI. The procedure required was that the LBDI deducts amounts owed it based on short term loan received by the appellees from LBDI prior to receipt of their end of service benefits; deduct 12.5% of the face value of the check to appellees lawyers as legal fees, and deduct tax portion of the face value of the check and deposit same in an account for eighteen (18) months with interests, and that the balance of the check amount be paid to each appellee. The section in this document referencing deduction of taxes by the appellant bank from the checks presented, reads as follows:

"End-Of-Service benefits and compensation are ordinarily subject to income tax, but any beneficiary who complies with the requirement of Circular No. I-1983 of the Ministry of Finance shall enjoy the privilege of income tax waiver.

Investment of an amount equal to or more than the tax component of the compensation and benefits for a period of eighteen (18) months or more shall qualify the benefits and compensation for tax waiver under Circular No. I-1983.

- i) Opening and maintaining a time deposit or money market account with a bank in Liberia, approved by the Ministry of Finance, for a period not less than 18 months shall be considered as investment for purposes of Circular I-1983.
- ii) At the end of the 18-month period of the time deposit or deposit on money market, the beneficiary may withdraw the entire amount plus accrued interest, but less tax on interest income.
- iii) Withdrawal of the amount of compensation and benefits deposited for investment prior to the expiration of the eighteen (18) months shall be subject to presentation of an investment proposal to the Minister of Finance for approval to qualify such amount for tax waiver".

The appellees in an action for damages alleged that the appellant bank LBDI executed all the instructions to the letter but upon the expiry of the eighteen-month period when the appellees appeared to get repayment of their deposits with interest, the appellant bank refused to give them their deposits; the appellees therefore prayed the court for special

damages to retrieve the amount deducted as taxes by the respondent bank in the amount of United States Six Hundred Seventy-Seven Thousand Seven Hundred Ninety-Two Dollars and Twenty-Six cents (US\$ 677,792.26) which the appellees claim represents the aggregate of the tax portions of their individual checks deposited with the appellant bank for a period of eighteen months.

The appellant bank filed its answer and did not deny that it had executed the procedure of payment as set up and had paid the appellees as agreed; that the amount claimed by the appellees constituted taxable income that the bank had remitted to the Government of Liberia after the eighteen month period, and that the appellees had not complied with the requirement for waiver of taxes deposited; that none of the appellees as required had complied with the requirements of waiver of the tax by depositing a matching amount equivalent to the tax portion of the amount deposited; that since said matching fund were not deposited as per the Circular I-1983, by any of the employees/appellees, the taxable portion became solely the property of the Government of Liberia, who withdrew said taxes from the appellant bank.

The appellant bank filed along with its answer a motion to dismiss contending that it had received from the trustees (Minister of Finance and Mr. Eugene Cooper) a full and complete release and the appellees had received full payments of their end-of-service benefits; hence, the case lacks any legal merits given the facts, and same must be dismissed.

The appellant bank's motion to dismiss was denied along with a motion by the Government to intervene, and after further requests and motions made by the appellant bank with same being consistently resisted by the appellees and denied by the court, an assignment was then issued for the hearing of a motion for summary judgment filed by the appellees.

This ruling of the motion for summary judgment was rendered in favor of the appellees on November 25, 2004. The lower court noted in its judgment that there existed an undisputed banker-depositor relationship between appellees and appellant bank and the bank actions of refusing to pay appellees their amount due at the time of request and its decision to give money in the account to the Government of Liberia who was not a party to the banker-depositor relationship constitutes breach of that relationship, and therefore damages would lie to remedy the wrong done.

A perusal of the records show that an appeal was taken by the appellant bank to the Supreme Court on the lower court's granting the motion for summary judgment. The appellees filed a motion to dismiss the appeal before the Supreme Court, alleging that the appellant bank's appeal bond was defective. The Supreme Court, on September 15, 2005, ruled on the motion

to dismiss declaring that the appellant's appeal bond was fatally and incurably defective, and therefore granted the motion to dismiss.

Based on the Supreme Court's dismissal of the appellant bank's appeal, and the Court's Mandate ordering the lower court to proceed with the determination of the amount of damages in the case, the lower court held a separate proceeding as it had previously ruled, and awarded damages and costs of court amounting to United States One Million Six Hundred Eighty Thousand Nine Hundred Twenty-Four Dollars and Eighty Cents (US\$ 1,680,924.80), ordering same payable to the appellees.

The bank then entered negotiations with the workers for reduction of the amount of the award, and other applicable fees and costs which led to the execution of a Memorandum of Understanding (MOU) on May 10, 2010, between the workers, represented by their leadership, and the bank in which it was agreed that the bank would pay the amount of US\$1,260,000.00 inclusive of all incidental expenses, legal and related fees, and costs of court.

The distribution of this settled amount as stated in the MOU and approved by his Honor Yussif D. Kaba, Resident Circuit Judge at the time was: (1) US\$1,070,000.00 to the workers; (2) US\$30,000.00 as costs of court; and (iii) US\$160,000.00 as payment to the legal counsel. All payments pursuant to the MOU were made by the appellant bank on the self-same May 10, 2010. Below is the MOU signed by these parties:

"REPUBLIC OF LIBERIA)
MONTSERRADO)

MEMORANDUM OF UNDERSTANDING

IN RE: The BMC Workers of Bong Mining Company
(Beneficiaries of the Bong Mining Company)
Termination Benefits Trust, by and thru Three
of its officials, J. Laye Larblah (Chairman) David
A. Clarke (Vice Chairman) and Aaron Gwaikolo
(Secretary).....Appellees/Plaintiffs

Versus

The Liberian Bank for Development and Investment
(LBDI), By and thru its President, Francis A. Dennis or
any authorized officials of the City of Monrovia, Liberia
.....Appellant/Defendant

This Memorandum of Understanding made and entered this 10th day of May, A.D. 2010, by and between appellee/plaintiff, the former employees and retirees of Bong Mining Company (beneficiaries of the Bong Mining Company) Termination Benefits Trust by and thru three of its Officials, J. Jaye Larblah (Chairman) David A. Clarke

(Vice Chairman) and Aaron Gwaikolo (Secretary), hereinafter known and referred to as party of the First Part, and appellant/defendant, The Liberia Bank for Development and Investment (LBDI), by and thru its President, Francis A. Dennis or any authorized officials of the City of Monrovia, hereinafter known and referred to as party of the Second Part, doth hereby;

WITNESSETH:

WHEREAS, the Honorable, The Supreme Court of the Republic of Liberia, rendered a Judgment in favor of party of the First Part against party of the Second Part, on January 15, 2010, thus affirming the judgment of the Civil Law Court in the aggregate sum of US\$1,599,589,73 (ONE MILLION, FIVE HUNDRED NINETY NINE THOUSAND, FIVE HUNDRED EIGHTY-NINE UNITED STATES DOLLARS AND SEVENTY-THREE CENTS).

WHEREAS, the Mandate of the Supreme Court having been read, the Judgment was ordered enforced by His Honor, Yussif D. Kaba, Resident Circuit Judge, presiding over the March Term of the 6th Judicial Circuit Court; based upon which order a bill of cost was prepared in the above stated amount and seasonably served on party of the Second Part for satisfaction of said Judgment;

WHEREAS, owing to the global economic recession and numerous economic problems facing Party of the Second Part, and being determined to satisfy the money judgment aforesaid at once, appealed to and negotiated with party of the First Part to mitigate or reduce the aggregate amount of the judgment as stated supra for immediate payment;

WHEREAS, cognizant of the fact that party of the First Part's demand for payment of the full amount of the judgment would engender an application for deferred payment, which would unduly delay satisfaction of the judgment, thus causing untold hardship to the workers, the said party of the First Part hereby agrees for a lump sum payment of money affordable by party of the Second Party, in the sum of \$US 1,260,000.00, inclusive of all incidental expenses, legal and related fees and costs of court;

NOW THEREFORE, for and in consideration of the negotiations had by the parties hereto and concerning the above subject, the parties hereby resolve:

1. That in order to give immediate effect to the Judgment of the Supreme Court, consistent with the present financial capacity of the Bank (Party of the Second Part), party of the First Part has agreed in good faith to reduce the amount of the Money Judgment from US\$1, 599, 589.73 to US\$ 1,260,000.00, which is affordable by party of the Second Part;
2. That effective upon the signing of this Memorandum of Understanding, the party of the Second Part shall remit or pay or cause to be paid to party of the First Part, the lump sum of \$US 1,070,000.00 (ONE MILLION, SEVENTY THOUSAND UNITED STATES) DOLLARS, in the form of Manager's Checks as settlement of the money judgment.
3. That it is also mutually agreed upon by the parties hereto, that, in addition to the amount US\$1,070,000.00, party of the Second part shall pay the cost of court, fees for legal and related services in the aggregate sum of US\$190,000.00 as specified below:

- a. Cost of Court.....30,000.00 (THIRTY THOUSAND UNITED STATES DOLLARS)
- b. Legal & related fees for Legal Team,
represented by Cllr. Francis Y.S. Garlawolu,
payable to CLLR. Francis Y.S. Garlawolu..... 160,000.00
(ONE HUNDRED, SIXTY THOUSAND UNITED STATES) DOLLARS

4. That it is mutually agreed upon by the parties hereto that the total amount payable by the party of the Second Part, in total satisfaction of the Money Judgment, shall be US\$1,260,000.00 (ONE MILLION, TWO HUNDRED SIXTY THOUSAND UNITED STATES) DOLLARS, inclusive of the US\$1,070,000.00 (ONE MILLION SEVENTY THOUSAND UNITED STATES) DOLLARS, payable to said party of the First Part as settlement of the special and general damages and US\$190,000.00 (ONE HUNDRED, NINETY THOUSAND UNITED STATES) DOLLARS, representing costs of court, legal and related fees.

5. That it is mutually agreed upon by the parties hereto that the party of the First Part hereby authorizes party of the Second Part to deduct the subject legal and related fees and Cost of Court as itemized in the preceding Clause 2 paragraph (a & b), amounting to \$US190, 000.00 (ONE HUNDRED, NINTY THOUSAND UNITED STATES) DOLLARS, representing costs of court, legal and related fees.

6. That the payment, at the option of the SECOND PARTY, may be in UNITED STATES DOLLARS or LIBERIAN DOLLARS equivalent at the US\$ selling rate published by the Central Bank of Liberia (CBL).

7. That the parties also mutually agree that the payment of the abovementioned sum of Money payable by the SECOND PARTY and the acceptance by the FIRST PARTY of same shall constitute the full payment of all the moneys that the SECOND PARTY may owe the FIRST PARTY, as well as any and all court costs and legal and related fees, and/or all other claims of the FIRST PARTY, against or in any form or manner relating to the abovementioned lawsuit; and thereby bring to close this matter between the parties [emphasis ours].

8. That the parties hereto further mutually agree that by its acceptance of the abovementioned payment, the FIRST PARTY hereby releases and forever discharges the SECOND PARTY from any and all claims, demands actions, causes of actions, rights and damage arising out of the said lawsuit between the FIRST PARTY and the SECOND PARTY; and FIRST PARTY hereby authorizes and directs the clerk of the Civil Law Court, Sixth Judicial Circuit Court for Montserrado County to enter satisfaction of record of said judgment in the said lawsuit or action [emphasis ours].

9. That this MEMORANDUM OF UNDERSTANDING shall be binding on the parties hereto, their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereunder set their hands and affixed their signatures on the date and time first mentioned herein above.

IN THE PRESENCE OF:

APPELLEE/PLAINTIFF:

FOR: FORMER EMPLOYEES AND
RETIREES OF BONG MINING

COMPANY BENEFICIARIES
OF THE BONG MINING COMPANY)
TERMINATION BENEFITS TRUST
BY AND THRU THREE OF ITS
OFFICIALS, J. JAYE LARBLAH
(CHAIRMAN), DAVID A. CLARKE
(VICE CHAIRMAN) AND AARON
GWAIKOLO (SECRETARY) -
(PARTY OF THE FIRST PART)

- _____ 1. _____
J. Jaye Larblah
CHAIRMAN
- _____ 2. _____
David A. Clarke
VICE CHAIRMAN
- _____ 3. _____
Aaron Gwaikolo
SECRETARY

APPELLANT/DEFENDANT:

FOR: THE LIBERIAN BANK FOR DEVELOPMENT
AND INVESTMENT (LBDI), BY AND THRU
ITS PRESIDENT, FRANCIS A. DENNIS OR
ANY AUTHORIZED OFFICIALS OF THE
CITY OF MONROVIA, LIBERIA -
(PARTY OF THE SECOND PART)

_____ _____
FRANCIS A. DENNIS
(PRESIDENT)

Approved: _____
Yussif D. Kaba
RESIDENT CIRCUIT JUDGE
SIXTH JUDICIAL CIRCUIT, MO.CO.”

The action of damages filed by the appellees against the appellant bank having been settled between the parties on May 10, 2010, that is more than twelve years prior, the representatives of the appellees again appeared and filed a bill of information before the Sixth Judicial Circuit for Montserrado County, sitting in its June Term A.D. 2022, then presided over by His Honor Yamie Quiqui Gbeisay, Sr. The appellees claimed that the total judgment sum that the appellant bank paid on May 10, 2010, that is, United States One Million Seventy Thousand Dollars (US\$ 1,070,000.00) paid in the Liberian dollars currency to the appellees authorized representatives left an unsettled amount of United States Six Hundred Ten Thousand Nine

Hundred Twenty Four Dollars and Eighty cents (US\$610,924.80) owed to the appellees because the exchange rate at the time of the first payment was L\$105:US\$1.00, but appellees received their payment at the rate of LD72 : US\$ 1.00; that the payment to the appellees at the rate of LD72:US\$1.00 amounted to a payment of Liberia Dollars Seventy-Seven Million Forty Thousand (L\$77,040,000.00), and left an outstanding balance of Liberian Dollars Thirty-Five Million, Three Hundred and Ten Thousand (L\$35,300,000.00) owed; that all efforts to have the appellant bank settle said obligation have yielded no results. The appellees/informant thereby prayed the court to cite the bank to enforce the payment of said outstanding amount due to the difference in the exchange rate plus the accrued six (6) percent interest owing to the fact that several years have elapsed since appellant Bank withheld such outstanding payments from the appellees/ informants.

To this bill of information, the appellant bank in its returns contended that the actual amount owed was paid in the Liberian Dollar equivalent based on the Memorandum of Understanding signed with the parties along with their lawyer in the presence of His Honor Judge Yussif D. Kaba; that where the appellee say that the Judgment of the Supreme Court had been wrongly carried out, the proper venue should have been a bill of information directed to the Supreme Court of Liberia since the subject of compliance grows out of a Mandate of the Supreme Court that ordered the lower court to proceed and enforce its judgment; that the alleged representatives of the appellees/informants lack the capacity to bring said bill of information since the appellees in a resolution in 2017 removed the leadership of J. Laye Lablah as its Chairperson, and that the informants' current legal counsel lacked capacity and standing to challenge the settlement negotiated by them as they were appellees legal representative at the time along with their lawyer, Counsellor Wellington Bedell. The appellant bank therefore filed a motion to dismiss the entire bill of information filed, attaching relevant document relating to the settlement of the case on May 10, 2010.

His Honor Judge Yamie Quiqui Gbeisay Sr. presiding over the court below, cited the parties to a hearing into the bill of information, on September 22, 2022. During the hearing, the appellees' counsel, Counsellor Milton D. Taylor, upon notation of representation, spread on the records of the court that he had been deceived by his clients who had failed to inform him that the appellant bank had since settled all its obligations to appellees; and as such, he begged the court that he conceded that his clients had no case for him to argue.

The lower court Judge noted the submission and had the case dismissed, and spread on the records that there was no further matter before the court.

To this ruling, the appellees filed a petition for a writ of prohibition before His Honor Justice Yussif D. Kaba, now elevated to the Supreme Court and serving as Justice in Chambers during the March Term, A.D. 2023. The appellees prayed the Chambers Justice to undo the lower court's dismissal of the appellees bill of information based on the request of the appellees' counsel which was done without the appellees consent.

Justice Yussif D. Kaba had the alternative writ issued, and upon a hearing granted the peremptory writ of prohibition prayed for. The appeal before us stems from this ruling of the Chambers Justice.

In his ruling, Justice Kaba ruled on two issues: (1) Whether or not counsel who has filed a proceeding for a client and later determines and believes that he was misled by his client can move the court to dismiss his clients' cause of action without the consent and approval of the client, and (2) Whether prohibition will lie to undo a dismissal of a client's cause by a presiding judge based upon the unilateral decision of said client's lawyer.

The Chambers Justice in answer to the first issue ruled that when the appellees' counsel realized that he had been misled by his clients/appellees, it was incumbent upon him to advise the appellees on the demerits he had discovered, and if the appellees insisted on maintaining the suit the appellees' counsel should have discontinued his representation in the matter; and that it was also incumbent upon the trial judge in the exercise of due diligence to have inquired as to whether the concession made by the appellees' lawyer was with the consent of his clients/appellees. The Justice concluded that the trial court in dismissing the appellees' bill of information in the manner as was done in this case sets a dangerous precedent which, if sustained, would license unscrupulous lawyers to decide the fate of their clients to the detriment of the practice and procedure in our courts, and the promotion of injustice; something this court is not ready to countenance. Justice Kaba therefore ruled ordering the court below to resume jurisdiction and proceed to hear the bill of information, and which ruling the appellant excepted.

This Court endorses the Chambers Justice's ruling on the issue that consent of a client is required for a lawyer to concede a dismissal of a client's cause, as the Court has opined that a compromise or withdrawal of a client's case without the knowledge or consent of that client is unethical and damaging to the morality of the legal profession.: *Wuo v. Wardsworth et al.* 30 LLR 106, 109 (1982). This precedent has subsequently been upheld by the Supreme Court in several cases: *Orange Liberia, Inc. v. LTA*, Supreme Court Opinion March Term A.D. 2020; *Liberia Traffic Management, Inc. v. GOL*, Supreme Court Opinion, March Term A.D. 2022,

We therefore reaffirm this principle as espoused in the ruling of the Chambers Justice because where a lawyer concedes to an opponent's claim adverse to his client's cause without his client's approval, resulting to the termination of the client's cause, his action would be detrimental to said client's legal interest. And like the Chambers Justice held, it was incumbent upon Counselor Milton D. Taylor, appellees' counsel, to advise the appellees on the demerits he had discovered and to discontinue his representation where the appellee insisted on further pursuing their case.

Further, Rule 11 - Code of Moral and Professional Ethics for Lawyers, states: "A lawyer should endeavor to obtain full knowledge of his clients cause before advising thereon, and he is bound to give candid opinion of the merits and probable result of pending contemplated litigation. Whenever the controversy will not admit of fair judgment, the client should be advised to avoid or to end litigation and it is unprofessional for a lawyer to advise the institution or continuation of an unmeritorious suit.": *Lewis et al. v. Tulay et al.*, 34 LLR 188, 200-201 (1986).

In this regard, why did Counsellor Taylor, upon realizing that he was misled by his clients to file an unmeritorious case, not advise them of the consequences of pursuing such action, and where the appellees insisted that they had a case, withdraw his representation? This conduct of Counsellor Taylor to withdraw his clients/appellees' case without their knowledge and consent, to us, was unprofessional and for which prohibition will lie.

We however do not want to put the burden on a lower court judge to inquire about every submission that amounts to withdrawal of an action since that would put a burden on our judges and the courts, considering that it is the law that "all admissions made by a party himself or by his agent acting within the scope of his authority are admissible." Civil Procedure Law Rev. Code: 1.25.8 (1)." Lawyers stand in the stead of parties and their actions are equated to that of the clients they represent. The ethics of withdrawing a cause in court without the client's knowledge is therefore placed directly on the shoulders of the counsel who withdraws.

Howbeit, considering that prohibition will lie to undo the wrong done by counsel of the appellees, it is the responsibility of courts however to take cognizance of judicial records.: *Dopoe v. City Supermarket*, 34 LLR 215, 217 (1986); *Jung Park et al v Brumskine*, Supreme Court Opinion, March Term 2010. Under the facts and circumstances of this case, how can this matter be brought back on the dockets of our courts? This Court in numerous Opinions has frowned on lawyers instituting unmeritorious suits.

In this case, we see from the MOU (supra) upon which Counsellor Taylor predicated his action, that the same individuals, J. Laye Larblah, David A. Clark and Aaron Gwaikolo, said to be representing the former employees and retirees of BMC, signed a MOU in 2010, mutually agreeing to the acceptance of the above mentioned payments, and did release and discharge the appellant bank from any and all claims, demands, actions, causes of actions, rights and damages arising out of the said lawsuit between them and the appellant bank. Moreso, the appellees authorized the Clerk of the Civil Law Court, Sixth Judicial Circuit Court for Montserrado County to enter satisfaction of record of said judgment in the said lawsuit or action. The MOU was signed between the parties represented by the very individuals said again to be representing the BMC Workers in this bill of information.

This Court has held in several cases that a valid release conclusively estops the parties to revive the claims released and that the release completely discharges and extinguishes all rights and claims of the releasor against the releasee which are included in the release; that the voluntary signing of a release by a party terminates his suit brought against the party released in the document of release. *LAMCO J. V. Operating Company v. Azzam et al*, 31 LLR 23, 28 (1983); *Inter-con Security Systems, Inc. v. Kerkula et al*, 41 LLR 107, 113 (2002); Most importantly, our Civil Procedure Law Rev., 1: 2.14 (1) "ACTIONS TO ENFORCE A JUDGMENT", provides that a judgment is conclusively presumed to be paid and satisfied as against any person after the expiration of ten years after the last acknowledgment or payment by him. Referencing Clauses 7 and 8 of the MOU that was signed by the same individuals presenting themselves as representatives of the appellees in the bill of information from which the writ of prohibition grew, these individuals agreed and signed a MOU which reads as follows:

7. That the parties also mutually agree that the payment of the abovementioned sum of Money payable by the SECOND PARTY and the acceptance by the FIRST PARTY of same shall constitute the full payment of all the moneys that the SECOND PARTY may owe the FIRST PARTY, as well as any and all court costs and legal and related fees, and/or all other claims of the FIRST PARTY, against or in any form or manner relating to the abovementioned lawsuit; *and thereby bring to close this matter between the parties* [emphasis ours].
8. *That the parties hereto further mutually agree that by its acceptance of the abovementioned payment, the FIRST PARTY hereby releases and forever discharges the SECOND PARTY from any and all claims, demands actions, causes of actions, rights and damages arising out of the said lawsuit between the FIRST PARTY and the SECOND PARTY; and FIRST PARTY hereby authorizes and directs the clerk of the Civil Law Court, Sixth Judicial Circuit Court for Montserrado County to enter satisfaction of record of said judgment in the said lawsuit or action* [emphasis ours].

The payments as per the MOU were made the very same day the MOU was signed, and this Court take judicial notice of the court's records where the appellees released the appellant bank from all claims, demands or causes of actions, rights and damages as contained in paragraph 8 of the above MOU. We see that Counsellor Wellington Bedell, legal counsel for the Former BMC Workers, witnessed the signature of the representatives of the BMC Workers on the MOU. For these same individuals, who represented the Former BMC Workers, received final payments, and signed a MOU releasing the appellant bank (LBDI) from any further claim, to come after twelve (12) years of settlement to have a new lawyer filed a bill of information claiming further payment, shows dishonesty and total disregard of parties and lawyers to terminate cases brought before our courts.

This Court therefore finds that Counsellor J. Johnny Momo pursuit of reinstating claims by the appellees very vexing, as lawyers are advised from pursuing unmeritorious suits in our courts. "His appearance in court should be deemed equivalent to an assertion of his honor that in his opinion his client's case is one proper for judicial determination." Rule 31. *Code of Moral and Professional Ethics of Lawyers*.

In this regard, the court taking judicial notice that all claims and payments were made to the redundant workers of BMC in 2010, through their counsel and legitimate representatives at the time, and all claims by the appellees against the appellant abated, and the appellant bank released and discharged from any further claims, demands and actions, the said bill of information filed by the appellees herein is denied and dismissed, and all other further claims of payments in this cause by the appellees against the appellant bank declared null and void.

In this regard, it is the law that a voluntary signing of a release by a party terminates his suit brought against the party released since a valid release conclusively estops the party from reviving the claims released and that the release completely discharges and extinguishes all rights and claims of the releasor against the released.

The Court having taken judicial notice of the court's records which reveal that all payments relative to appellees claims were made in 2010 to the appellees through their legitimate representatives as evidenced by the signed MOU discharging and releasing appellant Bank from all further claims, demands and actions, the appellees bill of information constitutes an unmeritorious action and is therefore dismissible by this Court.

WHEREFORE AND IN VIEW OF THE FOREGOING the ruling of the Chambers Justice is affirmed. However, this Court taking judicial notice of the records of this case and for reasons stated in this Opinion, orders the appellees' bill of information dismissed. The Clerk of this

Court is ordered to send a Mandate to the court below, ordering that the judge presiding therein resume jurisdiction over this case and give effect to the Judgment emanating from this Opinion. Costs are ruled against the appellees. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLOR ALBERT S. SIMS OF THE JUSTICE ADVOCATE & PARTNERS, INC. APPEARED FOR THE APPELLANT. COUNSELLOR J. JOHNNY MOMOH OF THE J. JOHNNY MOMOH & ASSOCIATES LEGAL CHAMBERS, INC APPEARED FOR THE APPELLEES.