

IN THE HONOURABLE SUPREME COURT OF THE LIBERIA OF LIBERIA,
SITTING IN ITS MARCH TERM, A.D. 2025

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

GRIEVANCE AND ETHICS COMMITTEE INVESTIGATIVE REPORT ON A COMPLAINT
FILED BY MR. EMMANUEL D. LATHRO AGAINST COUNSELLOR RUFUS MOORE.

Decided May 28, 2025

MADAM JUSTICE CLINTON-JOHNSON DELIVERED THE OPINION OF THE COURT

The Grievance and Ethics Committee (GEC) shall have Jurisdiction and inquire into and consider any complaint made against any practicing lawyer involving his character, integrity, professional standing, or conduct as a member of the Bar. It is in furtherance of this authority that this matter is before this Court for final determination, in that the GEC was called upon to conduct an investigation and submit to the Full Bench its findings and recommendation.

From the records certified before this Court, this matter grows out of a previous complainant filed before the Grievance and Ethics Committee of the Liberian National Bar Association by the complainant, Emmanuel D. Lathro against Counsellor Rufus Moore, respondent who was adjudged by said Committee to pay the complainant his balance of Four Thousand Four Hundred and Seventy United States Dollars (US\$4,470.00) as car rental fee for the 53 days at a daily cost of Ninety United States Dollars (US\$90.00) per day since he had made an initial payment of Three Hundred United States Dollars (US\$300.00).

Upon the failure of the respondent to adhere to the finding(s) of the Grievance and Ethics Committee of the LNBA for the payment of the complainant's rental fees for the 53 days, the complainant then filed a complaint before Her Honor, Sie-A-Nyene G. Yuoh, Chief Justice of the Honourable the Supreme Court of Liberia against the respondent, Counsellor Rufus Moore. In Mr. Emmanuel D. Lathro's letter of complaint of July 17, 2023, he narrated that in the month of August 2022, Counsellor Rufus Moore, respondent, made a request to rent his car (pick-up Truck) for one month at US\$90.00 per day, which the respondent agreed to; that the agreement between the parties was verbal, that is to say, that there was no written contract, even though the complainant requested same; that the complainant further narrated that his vehicle was returned to him at his request after 53 days without a contract and

payment for the rental; that the complainant, upon the request for the payment for services rendered to the respondent, the complainant maintained that he only received Three Hundred United States Dollars (US\$300.00) from the respondent.

Upon receipt of the of complaint, the Chief Justice forwarded said communication to the Grievance and Ethics Committee of the Judiciary on August 7, 2023 for an investigation.

On October 18, 2023, the Grievance and Ethics Committee of the Judiciary then forwarded a copy of the said complaint to the respondent, Counsellor Rufus Moore and requested him to file his response within the period of ten days. The respondent on December 1, 2023 filed a thirteen (13) count response, in which the respondent averred that he is the CEO for Wologizzi Group of Companies and that he had represented Mr. Emmanuel D. Lathro in a prior case completely different from this complaint before the Committee; that the complainant, Emmanuel D. Lathro informed the respondent that he had a pick-up truck for rent and thereafter, the respondent, in July, August, and September 2021 and 2022, respectfully alleging that his company, the Wologizzi Group of Companies, entered into a contract with the Ministry of Education for the renovation of forty (40) selected public school latrines in Grand Bassa county, Grand Gedeh County, Sinoe County, and Grand Kru County, on a one hundred percent (100%) condition of pre-finance, for which his Company hired the complainant's pick-up truck by means of an oral agreement and the vehicle was allegedly turned over to the transport manager. However, according to the respondent, he informed the complainant to hire a lawyer to draft a written contract but the complainant contended that because he did not have money, respondent was allegedly then requested to draft the car rental contract but this, the respondent did not draft the said contract due to lack of electricity in his office for the period of six (6) months. That thereafter, the complainant requested payment for the (53) fifty three day rental fees, but which payment was not made because the payment for the car rental depended on the respondent receiving payment from the Ministry of Education.

Following the receipt of the respondent's response, the Grievance and Ethics Committee cited the respondent to appear for hearing on four different occasions, over a period of nine to ten months, to include December 14, 2023 to appear for hearing on December 20, 2023, recited on January 5, 2024 to appear on January 10, 2024, also recited on May 30, 2024 to appear on June 5, 2024 and again recited on October 4, 2024 to appear on October 9, 2024.

The respondent finally appeared before the Grievance and Ethics Committee on October 9, 2024 for hearing and subsequently thereafter the Committee submitted its report to the Supreme Court for final determination. We quote herein verbatim said report as follows:

Judiciary Branch
Republic of Liberia

January 26, 2025

Her Honor, Sie-A-Nyene G. Yuoh
Chief Justice
Supreme Court of Liberia
Temple of Justice
Monrovia, Liberia

May It Please Your Honor:

In Re: Mr. Emmanuel D. Lathro Vs. Cllr. Rufus Moore

On behalf of the Grievance and Ethics Committee, I have the Honor to inform you and the Honorable Supreme Court that the Committee has investigated the above matter and respondent, Counsellor Rufus Moore was found to have acted as an officer of a corporation, and in that capacity as a lawyer, he should have exercised greater standard in how he handled said matter.

He admitted to the allegation and he wrote a promissory note on how he retribute the amount of (US\$4,770.00) claimed by the complainant; with a date to do so, but has failed to live up with his promise. As a lawyer, the committee feels that he should always conduct himself as a professional and a gentleman.

Therefore, because the committee lacks the capacity to enforce its decisions, we are requesting the Honorable Supreme Court to order the Marshall to enforce the decision of the committee, that Counsellor Rufus Moore restitutes the said amount of (US\$4,770.00) as he has committed to do so. Failure to do so within Sixty (60) days, he should be suspended until full restitution is made.

Please find attached a copy of his commitment to aid the Court in enforcing the decision.

Respectfully yours,

Cllr. Cyril Jones
Chairman
Grievance & Ethics Committee

Upon receipt of the Grievance and Ethics Committee's Report, the Full Bench, on March 18, 2025, appointed Counsellors Abraham Wade Simpson as *amicus curiae* or friend of the Court for review of the report and recommendation from the Grievance & Ethics Committee (GEC) filed against Counsellor Rufus Moore and he was also mandated to file his brief on or before

March 24, 2025. Subsequently thereafter, the *amicus curiae*, on March 24, 25, filed its brief before this Court and indicated as follows:

“The *amicus curiae* is requested to review the report and recommendation from the Grievance and Ethics Committee (GEC) submitted to the Chief Justice of the Honorable Supreme Court of Liberia

The issue presented is:

1. Whether the transaction between the petitioner and respondent constitutes a lawyer client-relationship for which ethical misconduct will lie?

Analysis:

As to the issue, the answer is no. The facts as narrated, show that the parties conducted themselves in a way that establishes an implied contract for a vehicle rental service. The respondent was not the legal representative or agent for the petitioner during the transaction of the vehicle rental service, neither did the respondent receive money from the Wologizzi Group of Company, Inc. for petitioner and misapply same; instead, the parties agreed to the terms of the implied contract and that each party had its responsibilities under the contract.

Petitioner contends that respondent owes him money growing out of a vehicle rental contract. The records before this court do not in any way present a client-lawyer relationship between the Petitioner and Respondent, nor did their conduct reflect any such relationship. The compliant present purely judiciary issues, and there is no showing of any ethical breach.

A lawyer cannot be held to answer before the GEC when the lawyer executes a contract for a business engagement with another person that the lawyer holds no legal obligation to. The Code for the Moral and Ethical Conduct of Lawyers does not subject lawyers to appear before the GEC where there is no showing that a complaining party had a legal relationship with the lawyer for which he had a duty to protect the interest of that person. Where the parties conducted themselves in a business manner any complaint growing therefrom should be deemed to be judicial and not ethical. Petitioner should have sought relief from the courts in an action of debt to recover his money.

I am of the considered opinion that where there is remedy at law for a party to recover from a business engagement, the GEC cannot usurp the functions of the court to exercise such authority. Our case laws are replete with instances where the Supreme Court has consistently ruled that, “a lawyer owes a fiduciary duty to his client, and as such cannot take advantage of his professional duty to acquire interest in the client’s property in litigation and that a lawyer is required by the Supreme Court to be not only professionally qualified and possessing the required legal knowledge and education as professional legal practitioner, but also requires the individual to be of a high standard of ethical conduct and behaviour and of good moral character.” *In re: Cllr. Gibson report of the Grievance and Ethics Committee, February 24, 2017.*

The Minutes from the GEC meeting attached to the records show that the GEC could not establish a business relationship between the petitioner and Wologizzi Group of Company, Inc. But the respondent acknowledged the debt and promised to liquidate same when the government delivered on its obligation to the company. In as much as there is no showing of a business relationship between respondent company and

petitioner, it is cleared from the records that the parties were involved in a business relationship for which ethical misconduct cannot lie.

Wherefore and in view of the foregoing, counsel prays Your Honor to set aside the recommendations of the Grievance and Ethics Committee and advise the petitioner to seek relief through the courts, and caution respondent to conduct himself in a manner that will show some degree of professionalism and grant all further relief that this Honorable Court deems just, legal and equitable in the premise.”

Subsequently thereafter, this Court heard the argument pro and con to decide whether or not the recommendation of the Grievance and Ethics Committee is supported by law.

Firstly, this Court agrees with the GEC's Report and the *amicus curiae's* brief that there exists no lawyer-client relationship between the complainant and the respondent because the respondent admitted that he had previously served as a lawyer for the complainant but that in the instant case, informed the GEC that he was acting in the stead of the company, however, he should have exercised greater standard in how he handled said matter; that is to say, he could not have been the lawyer of the complainant against the Wologizzi Group of Companies for which he is CEO; hence the respondent's role in this transaction was that of a CEO of a company who hired a previous client to work for his company, in that the respondent admitted before the GEC that he had represented the complainant in the past.

In the mind of this Court, it can be inferred that a good relationship may have been established between the parties before this vehicle rental contract for which the complainant might have trusted the respondent in the discussions and believed him for the oral transaction entered into, and depended on the respondent to do a vehicle rental contract which terms and conditions were agreed upon, save the preparation of the written vehicle rental contract in a way an implied contract for a vehicle rental was agreed upon because the respondent failed to draft the written contract because, according to him, his office was out of power for six (6) months, a fact that respondent does not deny.

However, as much as the Court views this transaction as an implied contract, thereby creating an implied action of debt, it is the manner in which the respondent conducted himself, considering his past relationship with the complainant and the role that he played as a CEO of a company who hired his previous client (the complainant). The respondent is under an obligation to at all times strive and uphold the dignity of the legal profession as a lawyer and should know how to manage his relationship with his previous client and to know the extent to which that obligation is protected; by striving at all times, to uphold, honor and maintain the dignity of the profession, and to improve not only the law but the administration of justice.

Further, Rule 33 of the Code of Moral and Professional Ethics places a duty upon a "... lawyer to find his highest honour in a deserved reputation for fidelity to private trust and to public duty, as an honest man and as a patriotic and loyal citizen."; hence, a lawyer obligation is not only based on an existing lawyer-client relationship but, a duty of trust and integrity in dealing with all matters which include his private trust and public duty. This provision of the Code is further buttressed by Madam Justice Wolokolie speaking for the Court in the case, *In Re: Attorney James K. Saybay [2013] LRSC 20 (20 February 2018)*. In that case, Madam Justice Wolokolie said that the lawyer-client relationship is not the only basis for which the conduct of a lawyer can be investigated by the GEC, when the Supreme Court stated that "We do not agree ... that the transaction is not cognizable before the Grievance and Ethics Committee as it was a private transaction between him and the Complainant and did not derive from a lawyer-client relationship. Rule 24 of the Code of Moral and Professional Ethics for lawyers requires that a lawyer's word of honour is sacred and his dealings in all matters and on all occasions should be such as non-repugnant to his oath, and degrading to his profession. In his oath of admission as an attorney at law, a lawyer pledge to demean him/herself as a gentleman, and a respectable and honourable citizen of the Republic of Liberia and that he will avoid connection or association with any shady, dishonest or dishonourable transaction. A legal personality must therefore exhibit virtues of honesty integrity and high ethical standard in all dealings regardless of whether it is with his client or the public. Where the allegation alleges that the transaction was instituted by Attorney Saybay with the intent to take money under false pretence and defraud the complainant of his money with no intention of refunding same, this matter can properly be brought before the Grievance and Ethics Committee, as such behaviour cast aspersion on the legal profession."

We therefore agree with the GEC's recommendation that the Honorable Supreme Court should order the Marshall to enforce the Committee's decision for the respondent to be made to retribute the balance amount of Four Thousand Seven Hundred Seventy United States (US\$4,770.00) with modification that the respondent pay the said amount within one month or shall face suspension until full restitution is made. This Court notes that prior to the complainant bringing a complaint to the Liberian National Bar Association (LNBA) and the Grievance and Ethics Committee (GEC) of the Supreme Court, the respondent had made an initial payment of Three Hundred United States Dollars (US\$300.00) as rental fees. However, the respondent assured LNBA and the GEC that he will retribute the balance Four Thousand Seven Hundred Seventy United States (US\$4,770.00) but the records in this case show that the respondent did not live up to his words, which was incumbent upon him to demean himself as a gentlemen, and a respectable and honorable citizen of the Republic of Liberia. Further,

lawyers must always remember that lawyers' words of honor are sacred and their dealings in all matters and on all occasions should be such as non-repugnant to their oath and degrading to their profession.

Further, we also hold that the respondent be sternly warned not to repeat such unfair transaction or dealing and must always conduct himself with fairness and uprightness.

We hold that the lawyer's word of honour is sacred and his dealings in all matters, and on all occasions, should be such as non-repugnant to his oath, and degrading to his profession and that the respondent was unfair in the transaction with the complainant because the respondent should have lived above reproach and remain honest and fair in the transaction.

WHEREFORE AND IN VIEW OF THE FORGOING, the findings and recommendation of the GEC are affirmed with modification and the respondent is ordered to reconstitute the balance amount of Four Thousand Seven Hundred Seventy United States (US\$4,770.00) to the complainant within one month as of the receipt of this Judgment. Failure on the part of the respondent to adhere to this Judgment, this Court shall impose a suspension which will continue until he complies with this Judgment. The Clerk of this Court is ordered to inform the parties of this decision. AND IT IS HEREBY SO ORDERED.

When the case was called for hearing, Counsellors Mamee S. Gongah, Sr. David M. Koleh, Jr. and Kpoto Kpadeh Gizzie appeared for the appellant. Counsellor Abraham Wade Simpson appeared for as *amicus curiae*.