IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA
SITTING IN ITS MARCH TERM, A.D. 2026

BEFORE HIS HONOR : YAMIE QUIQUI GBEISAY, SR……CHIEF JUSTICE
BEFORE HER HONOR : JAMESETTA H. WOLOKOLIE…….ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA……ASSOCIATE JUSTICE
BEFORE HER HONOR : CEAINEH D. CLINTON-JOHNSON.....ASSOCIATE JUSTICE
BEFORE HIS HONOR : BOAKAI N. KANNEH……...….....ASSOCIATE JUSTICE

The Management of Global Bank Liberia Limited, Represented by its Managing Director, Philip Olujobi, of the City of Monrovia, Montserrado County, Republic of Liberia.....Appellant Versus The Management of MONCO Liberia Limited, By and thru its Principal/ Promoter/ President/ Chief Executive Officer, Mr. Julius S. Parker, of the City of Monrovia, Montserrado County, Republic of Liberia.....Appellee AND Mr. Julius S. Parker of the City of Monrovia, Montserrado County, Republic of Liberia.....Co- Appellee GROWING OUT OF THE CASE The Management of MONCO Liberia Limited, By and thru its Principal/ Promoter/ President/Chief Executive Officer, Mr. Julius S. Parker, of the City of Monrovia, Montserrado County, Republic of Liberia.....1st Plaintiff AND Mr. Julius S. Parker of the City of Monrovia, Montserrado County, Republic of Liberia.....2nd Plaintiff Versus The Management of Global Bank Liberia Limited, represented by its Managing Director, Philip Olujobi, of the City of Monrovia, Montserrado County, Republic of Liberia.....Defendant	APPEAL ACTION OF DAMAGES FOR WRONG

Heard: June 2, 2026 Decided: August 28, 2026

MR. JUSTICE KANNEH DELIVERED THE OPINION OF THE COURT

This appeal derives from an action of damages for wrong filed in 2017, by the appellees, the Management of MONCO Liberia Limited, and Mr. Julius S. Parker, against the appellant, the Management of Global Bank Liberia ("Global Bank") before the Six Judicial Circuit, Civil Law Court for Montserrado County, presided over by His Honor Nelson B. Chineh.

The facts culminating into the present appeal show that Mr. Julius S. Parker, Chief Executive Officer of MONCO Liberia Limited, entered an agreement with HOATAI Resources China in 2009, for the importation of 1.5 million metric tons of Portland grade cement to Liberia in the amount of One Hundred Fifty Million United States

dollars (US$150M), to be delivered over a period of five years; that following the agreement with HOATAI Resources China, Mr. Julius S. Parker, as CEO of MONCO applied for and was granted a loan of One Point Five Million United States Dollars (1.5 Million USD) by Global Bank with an overdraft loan facility of Two Hundred Fifty Thousand United States Dollars (250,000.00USD) for the renovation of MONCO warehouses to house the cement imported for sale to the Liberian public. The loan arrangement specified the payment terms agreed upon by the parties. Following the execution of the loan agreement, the Management of MONCO Liberia Ltd, Global Bank Liberia and ACE Liberia also entered a tripartite agreement which defined the role of each party as to the storage, sales, distribution, and receipt of funds regarding the implementation of the original loan contract between the Management of MONCO Liberia Ltd, and Global Bank Liberia. The issue as to whether each party performed its role under the tripartite agreement is the primary contention between the appellant and the appellees in this proceeding. We shall say more on this later in this Opinion.

Subsequently, the cement was brought into the country and the appellees after the necessary paper works began the sales of the cement to the public. Nevertheless, the appellees alleged that upon arrival of the cement in Liberia, the appellant, Global Bank Liberia, contrary to the loan agreement, and without the knowledge or approval of the appellees, rented a separate warehouse where it illegally transferred, stored and sold 6000 metric tons of the cement imported by the appellees, thereby exacerbating the losses sustained by the appellees. The appellees further alleged that the appellant unilaterally took over and exercised control over the proceeds realized from the sales of the cement imported by the appellees, established an escrow account in the name of the appellees, which account the appellant failed to present the appellees any financial statement. It is also the contention of the appellees that the appellant, having mismanaged the co-appellee's business, proceeded to file an action of debt against the appellees at the Commercial Court for Montserrado County which led to the arrest and incarceration of Mr. Julius Parker at the Monrovia Central Prison for two days and his property seized and a public sale notice announced on it, tarnishing his public image, and inflicting mental anguish and extreme public humiliation on him.

To the contrary, the appellant contends that it did not unilaterally rent a separate warehouse; that it was the appellees that hired United Commodity Incorporated

(UCI) after MONCO warehouses were filled and requested the cement to be stored at UCI warehouse; and that MONCO in contravention to its claims that the appellant rented a separate warehouse for its products, wrote a letter to the appellant requesting payments to be made to UCI for the use of its warehouse.

The trial judge, upon review of the evidence and testimonies of the parties, rendered his ruling, an excerpt of which we quote as follows, to wit:

> "1st plaintiff in its pleadings and testimonies have alleged conduct on the part of defendant which amounts to breach of fiduciary duties owed to it by defendant, as well as mismanagement, negligence, and concealment of information and documents, all of which contributed to the injuries and losses sustained.
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> In the mind of the court, as a financial institution, there is a fiduciary relationship between the plaintiff and defendant Global Bank, which is based on trust and confidence. A fiduciary relationship in which one person is under a duty to act for the benefit of the other on matters within the scope of their relationship. See Black's Law Dictionary, 7th Edition, Page 640.
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> Plaintiff has alleged in its pleadings and testified that defendant Global Bank failed to provide bank statements on the escrow account into which the proceeds of the sales of the cement were deposited. This is what Mr. Parker, MONCO's CEO said in response to a question posed to him on the direct:
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> Plaintiff has also pleaded and testified that the defendant mismanaged the handling and sale of the consignment of cement including the selection of the service providers which resulted to the use of an additional warehouse at UCI, and additional cost which plaintiff did not contemplate. The following answers by Mrs. Bendu Parker, MONCO's Sales and Marketing Manager to questions posed to her on direct examination illuminated the level of the mismanagement by Global Bank.

A review of the case file revealed that MONCO communicated with Global Bank authorizing payments to the Service Providers, including Campbell Shipping Ltd., IDEL International, Sonco Shipping Corporation for the services rendered in clearing, transporting, monitoring, escorting, stacking and storing of the 13,636 metric tons of cement from the vessel, MV Cordella to the various warehouses. The party Plaintiff is claiming that Global Bank hired the service providers while the defendant Global Bank contends that it was Plaintiff MONCO that hired all the Service Providers, and that the authorization given by MONCO to Global Bank to pay the service providers is evidence that the Service Providers were hired by MONCO. Defendant Global Bank however did not produce any evidence in support of the contention that the service providers were contracted by MONCO. In the mind of the Court, the question as to who contracted the service providers, in the absence of the actual contracts, must be determined by the tripartite agreement, which document is alleged to be with the defendant.

From the foregoing, it appears that the conduct of the defendant bank in insisting that it cannot locate the tripartite agreement is not consistent with the standard and practice within the banking industry in Liberia. The Court under the circumstances, is of the opinion and so holds that where the bank, as the lending institution, says that it cannot locate a critical document that forms the basis of the relationship between the bank and the customer, such as the tripartite agreement, any disagreement as to the provisions of the agreement must be construed in favor of the customer against the bank. The tripartite agreement is the best evidence to speak to the responsibilities of the parties to the agreement.

We have further reviewed the pleadings, testimonies and documents proffered by Defendant Global Bank, and we do not find any evidence that rebuts the testimony of the ACE Global

representatives who handled the Cement at UCI. Defendant bank produced only one witness who testified that Global Bank had cement stored at UCI Warehouse but he did not speak to how the cement stored at UCI warehouse was disposed of or sold to customers.

Global Bank also did not, in particular, produce any testimony to rebut the evidence of the ACE Global representatives that Global Bank had established a "sales office" at UCI where it was selling and collecting money from customers for the cement stored at UCI without the involvement of MONCO. There being no denial or rebuttal evidence from the Defendant through any of its witnesses, this Court is inclined to believe the testimony of Witness Prosper Oioiu, Warehouse Supervisor at UCI which shows that Global Bank unilaterally placed in motion a parallel system for the sale of the cement at the UCI Warehouse which did not involve MONCO, and which allowed UCI to establish a "sales office" where it was selling and collecting money from customers without the involvement of MONCO, something that MONCO itself could not do with the cement stored at its own Warehouses at Caldwell Junction and Belema, all of which supports plaintiff's contention of mismanagement of the sale of the consignment of cement under the Letter of Credit.

In light of all that we have said, this Court is convinced that 1st Plaintiff has established by the preponderance of the evidence that it has sustained a loss, detriment or injuries in its persons, property or rights, and that the loss, detriment or injuries sustained, were a direct and proximate result of defendants conduct bordering on breach of fiduciary duties, on the selection of the service providers, on mismanagement and negligence in the handling of the consignment stored at UCI, as well as concealment of information.

The Supreme Court has held in several opinions that "damages may be recovered by any person who has suffered a loss, detriment or injury, whether in his person, property or rights

through unlawful acts or omissions or negligence of another." *Intrusco v Osselly, 30 LLR 558*; that a plaintiff will not be denied a substantial recovery if he/she has provided the best evidence available and it is sufficient to afford a reasonable basis for estimating damages. *International Trust Company of Liberia (ITC) v. Cooper-Hayes 41 LLR 48*. See also 22 AM JUR 2d, Section 278.

This Court is satisfied that on the issue of the loss, detriment or injuries in their persons, property or rights, sustained by the 1st Plaintiff, this Court awards Plaintiff the amount Two Million Five Hundred Thousand United States Dollars (US$2,500,000.00) as general damages.

SECOND ISSUE

Whether or not 2nd Plaintiff, Julius Parker has established by the preponderance of evidence that he sustained a loss, detriment or injury in his person, property or rights, and that the loss, detriment or injury sustained, were a direct and proximate result of the Action of Debt by Attachment filed against him by Defendant in the Commercial Court and the filing of the Action was wrongful, and done intentionally without just cause for which Plaintiff is entitled to damages.

Plaintiffs have alleged, testified and argued vehemently, that they sustained a loss, detriment or injury in their person, property, and rights, as a direct and proximate result of the Action of Debt by Attachment filed against them by Defendant in the Commercial Court. This allegation partakes of an Action or claim for malicious prosecution.

Plaintiff has alleged and testified that the filing of the Action of Debt by Attachment resulted into the arrest of Mr. Parker in the full view of his community during which he was handcuffed, and escorted to the Monrovia Central Prison where he remained in detention for two days. As a consequence, Mr. Parker suffered humiliation, embarrassment, inconvenience, pain and

agony. But this was not all. Mr. Parker's property was exposed to public auction and his name placarded in the local newspapers which visited shame and disgrace upon Mr. Parker.

Defendant Global Bank does not deny that it instituted the Action of Debt by Attachment but says that it was the Court and not the Bank that ordered the arrest and detention of the Plaintiff, Julius Parker, and hence cannot be held responsible for any injuries alleged to have been sustained by the plaintiff. This is what Defendant stated in Counts 43 and 44 of its Answer.

Plaintiff's Chief Executive Officer, Julius Parker, in his testimony before this Court has alleged that the institution of the Action of Debt by Attachment against Plaintiffs in the Commercial Court was a reprisal action taken out of malice by Global Bank against MONCO and its Chief Executive Officer because Mr. Parker has filed a complaint against Global Bank for the mismanagement and improprieties in the handling of the transaction under the Letter of Credit.

This court says that it takes note of the pendency of an action of debt by attachment before the Commercial Court between the parties undetermined. Therefore, it declined to pass on any of the issues touching on the proceedings before the Commercial Court. It is the opinion of the Court that to decide whether the institution of the Action of Debt by Attachment by Global Bank against MONCO and Julius Parker was malicious is depending on the outcome of the proceeding before the commercial court.

The Honourable Supreme Court of Liberia, has held in several Opinions that:

"A malicious action, suit, prosecution, or other legal proceeding is one brought against a person in a matter of which he was previously lawfully acquitted or finally discharged or one totally without any reasonable cause or foundation. The essential facts which have to be established in an action for damages for malicious prosecution are: (a) the absence of reasonable cause

or foundation for the alleged malicious action, suit, prosecution or proceedings which is complained of; (b) the termination of such action, suit, prosecution, or proceeding in favor of the party against whom it was brought; and (c) actual damages of any sort sustained thereby. Although this is a kind of injury to the reputation, a showing of any damages is sufficient to sustain it. It is not necessary to show actual malice on the part of the alleged injurer; the malice may be inferred from the absence of reasonable cause for the action, suit, prosecution, or proceeding." 1956 CODE 17:67. The above-quoted statutory provision specifies the legal grounds required under our law to warrant a suit of damages for malicious prosecution. *Saleeby Bros. v. Bright 17 LLR 170 (1966).*

In Saleeby Bros. v. Bright, 17 LLR 170 (1966), the Supreme Court held that *"it is not necessary to show actual malice on the part of the alleged injurer; the malice may be inferred from the absence of reasonable cause for the action, suit, prosecution, or proceeding."* In Kesselly et al v. S.N. Brussels et al, the Supreme Court held that it is a long-standing principle of law in our jurisdiction for injuries such as mental anguish and distress, insult, indignity and hurt to the Plaintiff's feelings. In Nouredine v. Johnson, 30 LLR 575, the Supreme Court has held that "One who is injured in his property by the wrongful act of another may recover for any pecuniary loss sustained by reason of such injury. He is also generally entitled to recover compensation for discomfort, annoyance, and personal inconvenience where these are the proximate result of the defendant's wrong."

However, this Court says that whether or not Plaintiffs have established by the preponderance of evidence that they sustained an injury in their persons, property and rights and that the injury sustained were a direct and proximate result of the Action of Debt by Attachment filed against them by Defendant in the Commercial Court and that the filing of the Action was malicious, wrongful, and done intentionally without just cause

but with callous disregard of the consequences on the 2nd Plaintiff for which he is entitled to general and punitive damages without prejudice to the 2nd Plaintiff, can only be made after final determination of the proceedings before the Commercial Court.

Nothing in the first LC compels MONCO to stay with Global Bank; it could opt out of the relationship and enter into a new relationship with another bank. Similarly, Global Bank may decide that the transaction is no longer profitable to continue. Hence the LC, as the basis of a claim for Special damages is speculative, conjectural and indefinite and lacks all the elements of contract that would allow this Court to award Plaintiff special damages for loss of future profits. In this jurisdiction, special damages are regarded as awards made through judicial determination. The object is to restore a person who has suffered an injury to the state he would have ordinarily been had he not been injured or wronged by the party against whom the awards are assessed. A necessary condition for sustaining awards for special damages is that the injury or loss be measurable and determinable in judicial proceedings. Firestone Liberia Inc. v. G. Galimah Kollie [2012] LRSC 14 (17 August 2012). In addition to the above, it is an established principle of law that mere allegations are not proof; such allegations must be substantiated by evidentiary proof at the trial, for it is evidence alone that enables a court to decide with certainty the matter in dispute. Morgan v. Barclay, 42 LLR 259 (2004); American Life Insurance v. Holder et al., 29 LLR 143 (1981); Kamara et al. v. The Heirs of Essel, Supreme Court Opinion, March Term, 2012, decided July 5, 2012. In cases where special damages are sought, the plaintiff must show with specificity the real and actual damages suffered and that in the absence of such specificity and proof, the damages cannot be awarded. Firestone v. Kollie, Supreme Court Opinion, March Term, 2012, decided August 19, 2012; Dopoe v. City Supermarket, 34 LLR 343 (1987); Meridien BIAO Bank v. Mano Industries, Supreme

> Court Opinion, October Term, 2012, decided January 3, 2013. It is not enough merely for the plaintiff to assess or state special damages in an amount made out by himself; he must prove his claim by a preponderance of the evidence as to the damages sustained. Nyssair v. Kalaban, 38 LLR 49 (1995). The Supreme Court Liberia had opined in the case, V. H. Timber v. Naca Logging Company et al., 42 LLR 527 (2005), that a party who alleges a fact or set forth a claim has the burden of proving or substantiating the allegations by a preponderance of the evidence.
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> This Court says that Plaintiffs' prayer for Special damages in the amount of Thirty- Eight Million, Eighty-Four Thousand and Three Hundred United States Dollars (US$38,084,300.00), representing lost future earnings from the HAOTAI Cement transaction for five years is not supported by any evidence and law, and therefore should be and the same is hereby denied and dismissed."

The appellant having disagreed with the ruling by the trial judge filed its bill of exceptions which we summarized as follows:

That each party was given a copy of the tripartite agreement and that the trial judge erred by concluding in his ruling that the failure of the appellant to have produced a copy of the tripartite agreement means that contentious issues should be interpreted against the appellant; that at no point in time did the appellant unilaterally store MONCO's goods at UCI warehouse without providing any information to MONCO; that the hiring of Campell Shipping Line and UCI was with the consent of MONCO; and that contrary to MONCO's claims that it did not receive bank statements for the escrow account at the appellant's bank into which the proceeds for the sales of the cement were deposited, the bank statement was made available to the appellees by the appellant bank and the appellees failed to challenge same but rather chose to request for restructuring of the loan which was granted by the appellant.

Having stated the basic contentions of the appellant as contained in the bill of exceptions, we now review the trial records to determine whether the appellant's

assertions are meritorious as a matter of law to warrant a reversal of the trial judge's ruling.

Firstly, we reiterate that the appellant has maintained that the trial judge erred when he concluded in his ruling that the failure of the appellant to have produced a copy of the tripartite agreement means that contentious issues emanating therefrom should be interpreted against the appellant.

Noting this argument of the appellant, this Court observes from the records that the tripartite agreement is separate and distinct from the loan agreement between Global Bank Liberia and MONCO Liberia Limited. The reason is that the tripartite agreement was executed between three (3) parties to include Global Bank Liberia and MONCO Liberia Limited following the signing of the loan contract by Global Bank Liberia and MONCO Liberia Limited and serves as a leeway for the parties' performance under the loan agreement. Moreover, each of the signatories to the tripartite agreement was presented a copy to the said agreement. Therefore, we are taken aback by the conclusion of the trial judge that the failure of the appellant to have produced a copy of the tripartite agreement means that contentious issues emanating therefrom should be interpreted against the appellant. This conclusion by the trial judge has no foundation in law and ignores the fact that each of the parties under the tripartite agreement was equally responsible to make available a copy of the agreement during the hearing of the case. In fact, even if the trial judge had intended to distribute the burden of producing the agreement, MONCO should have carried a greater burden of producing the agreement because the tripartite agreement is the crux of the action of damages filed by MONCO. It is a well-established principle of law that one who alleges a fact bears the burden of proving its allegation by the preponderance of the evidence, and that the best evidence the case admits of must always be produced; that is, no evidence is sufficient that supposes the existence of better evidence. Civil Procedure Law Rev., Code 1:25.6; *The First United Methodist Church, Kakata, Margibi County v. Tony Hage*, Supreme Court Opinion, March Term 2025. Hence, the appellees should not have benefited from its failure to proffer sufficient proof to support its allegation that the appellant's violation of the tripartite agreement led to its injury without the requisite proof.

Additionally, the mere absence of the tripartite agreement does not presuppose wrongdoing on the part of the appellant. This Court has held in numerous cases that

it cannot rely on conjectures or speculation in determining the veracity of a litigant's claim; every claim or counterclaim must be substantiated by direct or indirect evidence, based on the prevailing facts and circumstances attendant to the situation, as proof thereof. It remains the law that only evidence alone will enable a court to decide with certainty the matter in dispute. *Wissedi Sio Njoh v. Intestate Estate of C. Harry Gbesi*, Supreme Court Opinion, March Term 2023.

Secondly, the appellant in its bill of exceptions vehemently denies the allegation of MONCO that it unilaterally hired UCI and stored MONCO's goods at UCI warehouses without providing any information to MONCO; and that the hiring of Campell Shipping Line and UCI was without the consent of MONCO.

To properly address this challenge by the appellant to the ruling of the trial judge, we see in the trial records an invoice dated September 4, 2010 from United Commodities Incorporated to MONCO requesting payment for warehouse rental services rendered. Further review of the trial records reveals a subsequent communication from Mr. Julius S. Parker, Sr. as President/CEO of MONCO to the appellant authorizing the appellant to make some Forty Thousand Eight Hundred United States Dollars (40,800.00USD) payment to UCI for two months of warehouse rental services to MONCO. As if these communications are not sufficient proof of MONCO's participation in the hiring of these service providers and evidence of consent to the services provided thereunder, in a letter dated October 9, 2010, MONCO again authorized the appellant to pay the amount of One Hundred Twelve Thousand Two Hundred Seventy-Two Dollars Ninety-Nine Cents United States Dollars (US$ 112, 272.99) to Campell Shipping Line for services rendered to MONCO.

Given these findings from the records certified to this Court, we fail to see how MONCO's allegation to the effect that it did not consent to the hiring of these agencies can sustain the weight of the evidence proffered to the contrary and at such same must crumble as a matter of law. We also deem it appropriate to reiterate our holding in a long line of cases that allegations no matter how convincingly pleaded shall remain allegations unless and until the requisite proof is proffered. Hence, we will not belabor this issue.

Next, the appellant argued that contrary to MONCO's claims that it did not receive bank statements for the escrow account opened at the appellant's bank into which the proceeds from the sales of the cement were deposited, the bank statement was

readily made available to the appellee and that the appellee failed to challenge same but rather chose to request for restructuring of the loan which was granted by the appellant.

Again, we must examine the records as it is trite law that the Supreme Court does not take evidence. *Victor Watson v. Simeon Taylor,* Supreme Court Opinion, March Term 2021. Upon close inspection of the trial records, we see a bank statement covering the period of the transactions between the appellant and the appellees. Immediately following the release of the bank statement, the records reveal a letter from the appellees to the appellant bank requesting a restructuring of the loan after the appellees were notified by the appellant that they were indebted to it in the amount of One Million Two Hundred Thousand United States Dollars. The question we ask ourselves is: what was the basis of the appellees' acceptance of the amount owed the bank if the appellant did not have access to the bank statements? Assuming the appellant refused to make available the bank statement for the escrow account into which proceeds from the sales of the cement were deposited, why did the appellant request for restructuring of the loan without ascertaining the actual amount owed? The only rational conclusion this Court can reach is that the appellees actually received a copy of the bank statements upon which all of the subsequent decisions were made. Even if this Court were to believe that the appellees did not receive a copy of the bank statement, the appellees would still suffer waiver and laches for their failure to raise said issue at the appropriate time. The reason is that the appellees' silence in the face of allegedly not receiving the bank statement can be equated to an acquiescence to the amount owed the bank. It is the law that he who should speak and elect to remain silent assents. Every person is entitled to take full advantage of the law in defense of his right, but the law gives no protection to him who abuses his own rights. *Sheriff v. Pearson et al*, 35 LLR 355 (1988). The silence, inaction, and action of the appellee enumerated hereinabove clearly demonstrate their acquiescence to the amount owed the bank by the appellees. The appellees, therefore, suffer waiver and latches.

Equity will not permit her to change her position in light of changing reality. A waiver is the intentional or voluntary relinquishment of a known right or such conduct as warrants an inference of the relinquishment, while the doctrine of estoppel is based upon the ground of public policy, fair dealing, good faith, and justice, and its purpose is to forbid one to speak against his own act, representations or commitments to the injury of one to whom they were directed and who reasonably rely thereon. *Juah v. Konneh*, 42 LLR 187, 191 (2004); *Kruah v. Weah*, 42 LLR 148,

152 (2004); *The Management of Auto Spare Garage v. Mohammed Heyek, Supreme Court Opinion*, October Term 2025.

As to the appellees' other contention to the effect that the filing of the frivolous debt action by the appellant before the Commercial Court led to the arrest and incarceration of Mr. Julius Parker at the Monrovia Central Prison for two days, seizure of his property by the said court, mental anguish and reputational damage, this Court says that it will refrain from delving into this issue as the said matter is still pending before the Commercial Court undetermined. This Court has opined on countless occasions that it cannot retain jurisdiction over a matter which is cognizable before a trial court as the Supreme Court is not clothed with the authority to take evidence. *The Intestate Estate of David Larvila v. Tony Hage et. al*, October Term 2023.

It is the law extant in this jurisdiction that "damages will only attach where a wrong is committed... that damages refer to pecuniary compensation or indemnity which may be recovered by any person or organization that has suffered a loss, detriment, or injury, whether to his person, property or rights, through the unlawful act, omission or negligence of another... that it is not sufficient to merely allege an injury and claim damages therefor, but the plaintiff must prove the injury complained of…" City Builders v City Builders, Supreme Court Opinion, March Term, 2013; Firestone Liberia Inc. v G. Galimah Kollie, Supreme Court Opinion, March Term, A.D. 2012; Intrusco Corp. v Osseily, 32 LLR 558, 571 (1985).

Therefore, the records having established that the appellees failed to proffer sufficient proof to establish its action of damages against the appellant, it is legally inconceivable that the appellee suffered injury for which damages will attach, and we so hold.

WHEREFORE AND IN VIEW OF THE FOREGOING, the final ruling of the lower court is hereby reversed. The Clerk of this Court is ordered to send a Mandate to the court below, commanding the judge presiding therein to resume jurisdiction over this case and enforce the Judgment of this Opinion. Costs are ruled against the appellee. AND IT IS HEREBY SO ORDERED.

Ruling Reversed

When this case was called for hearing, Counsellor Jimmy Saah Bombo of the Central Law Offices, Inc. appeared for the appellant. Counsellor Benedict F. Sannoh of the Sannoh and Associates Law Offices appeared for the appellee.