

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: CEATNEH D. CLINTON JOHNSON.....ASSOCIATE JUSTICE
BEFORE HIS HONOR: BOAKAI N. KANNEH.....ASSOCIATE JUSTICE

Mr. Wilmont Smith, Former Deputy Director General for Information)
Coordination, Liberia Institute of Statistics and Geo-Information)
Services of the City of Monrovia, Liberia.....Appellant)

Versus) APPEAL

The Management of Ecobank Liberia Limited and Yussif S. Kromah,)
Alex Williams and Martin K.N. Kollie.....Appellees)

GROWING OUT OF THE CASE:

Mr. Wilmont Smith, Former Deputy Director General for Information)
Coordination, Liberia Institute of Statistics and Geo-Information)
Services of the City of Monrovia, Liberia.....Plaintiff)

Versus) ACTION OF
DAMAGES FOR

The Management of Ecobank Liberia Limited and Yussif S. Kromah,) WRONG BY
Alex Williams and Martin K.N. Kollie.....Defendants) ATTACHMENT

Heard: January 12, 2026

Decided: August 27, 2026

MR. CHIEF JUSTICE GBEISAY DELIVERED THE OPINION OF THE COURT

It is the law extant that where a wrong is committed, damages will attach. *City Builders v City Builders*, Supreme Court Opinion March Term 2013. The parties presently before this Court are not disputing the injury sustained by Mr. Wilmot Smith, the Appellant herein, or the circumstances resulting in the appellant's injury. Rather, what is being contested is whether the Management of Ecobank Liberia Ltd., the appellee herein, can be held liable for its employee's tort committed against the appellant. In order to resolve this contention, custom and tradition imposed that we first present the facts in their respective chronology, detailing the circumstances as provided in the records to ensure a better appreciation of the Court's analysis and final conclusion of this matter.

The records reveal that on December 12, 2023, the appellant filed an action of damages for wrong by attachment against the Management of Ecobank Liberia Ltd, and Yussif Kromah in the Sixth Judicial Circuit, Civil Law Court sitting its March Term, A.D.2024.

In his 15 Count Complaint, the appellant basically alleged that he is the former Director General for Information Coordination at the Liberia Institute of Statistics and Geo-Information Service (LISGIS); that the appellee Yussif Kromah is a former employee of Appellee Ecobank assigned to the Card Operation Department; that appellee Yussif Kromah used his position within the Card Operation Department of the bank to obtain the LISGIS' bank statements from Acct. No.6101350441 and Acct. No. 6100064362 and forwarded same to Mr. Alex Williams; that Mr. Alex Williams falsified LISGIS' bank statements and then forwarded it to Mr. Stanton Witherspoon, the owner of Spoon Network; that upon receipt of LISGIS' bank statements, Mr. Stanton Witherspoon went on his Spoon Network media platform and maliciously slandered appellant's reputation by falsely accusing appellant of withdrawing money from LISGIS' accounts at Ecobank Liberia Ltd., and converting said funds to appellant's personal account; that Mr. Stanton Witherspoon published/posted the altered LISGIS' account statement as the basis of his slanderous claim; that the LISGIS bank statements and the defamation narrative were also posted on social media, the FrontPage Africa, and other media outlets both locally and internationally; that the appellant personally communicated a letter to Mr. Stanton Witherspoon, wherein he provided supporting evidence from the Ministry of Finance and the UFPA refuting the slanderous claim and requested Mr. Witherspoon to retract his false statement; that Mr. Witherspoon upon receipt of appellant's communication, refuse to retract his false statement but continue to slander appellant reputation thru the Spoon Network and other media outlets; that appellee Ecobank Liberia Ltd., and its employee, Co-Defendant Yusif Kromah intentionally aided Mr. Stanton Witherspoon to slander and defame appellant's reputation by disclosing LISGIS' bank statements to Mr. Alex Williams who forwarded same to Mr. Stanton Witherspoon; that appellee Ecobank Liberia Ltd., later dismissed Co-Defendant Yusif Kromah as a means to conceal its negligence; that as result of Appellee Ecobank disclosure and Mr. Witherspoon continuous defamation, the Appellant's professional business partners severe ties with him thus causing serious financial and economic setback along with public shame, stigmatization and humiliation; that Appellee Ecobank Liberia Ltd should be held liable for the wrongful conduct of its employee, Co-Defendant Yusif Kromah, under the doctrine of *Respondeat Superior*; and that both Appellees should be held liable to the Appellant in the amount of US\$500,000.00 representing general damages and US\$200,000.000 representing special damages.

On December 28, 2023, Appellee Ecobank Liberia Ltd., filed its answer but withdrew same and filed an amended answer on January 8, 2024. In the amended answer, Appellee Ecobank alleged that it did not aid or participate in the defamation of the Appellant character as alleged in the complaint; that appellee Ecobank Liberia Ltd., at no time published or posted LISGIS'

bank statements in the media; that Appellee Ecobank Liberia Ltd; has no connection with Mr. Stanton Witherspoon, or the Spoon Network that slandered the Appellant; that the Appellant himself has admitted in his complaint that the bank statements published on the Spoon Network and other social media outlets were falsified by Mr. Alex Williams and Mr. Stanton Witherspoon and not Appellee Ecobank Liberia Ltd; that the Appellant has admitted that the account statements discussed on Spoon Network and other media outlets belongs to the Government of Liberia (LISGIS) and they are not the Appellant's personal/private account statements; that the Appellant cannot sue Appellee Ecobank Liberia Ltd, because the Government's bank account statement were discussed in the media; that the Appellee Ecobank Liberia Ltd., decision to conduct an internal investigation into this matter at the request of the LISGIS Board of Director Chairperson, the Minister of Finance, and submit findings to the Minister of Finance does not mean that the Appellee is liable to the Appellant as the account in question belongs to the Government of Liberia and not the Appellant; that the doctrine of *Respondeat Superior* is inapplicable in this case, because Co-Defendant Yusif Kromah, although a former employee of the bank acted, outside the scope of his employment as a Card Operator by leaking LISGIS account statement to Alex Williams; that the issuance of account statement at Appellee Ecobank Liberia Ltd is carryout by the Marketing Department Relationship Officer who issue statement based upon request from a customer; that the Appellant having admitted that Co-Defendant Yusif Kromah has accept responsibility for the leak and that it was Mr. Alex Williams and Mr. Stanton Witherspoon who falsified the Government bank statement to malign Appellant's character, the Appellant should therefore re-direct his law suit to Co-Defendant Yusif Kromah, Mr. Alex Williams and Mr. Stanton Witherspoon and not Appellee Ecobank; that the amount of Five Hundred Thousand United States Dollars (US\$500,000.00) representing general damages and Two Hundred Thousand United States Dollars (US \$200,000.000) representing special damages prayed for in the complaint are unrealistic and unsupported by evidence and that the Court should denied the complaint against Appellee Ecobank as the bank has no connection to the defamation of Appellant character.

On January 18, 2024, the Appellant filed his reply wherein he reaffirmed his allegations in the complaint, stating *inter alia* that the Appellee Ecobank Liberia Ltd., was negligent in handling bank accounts information in that unauthorized persons had access to these bank accounts information as in the case with Alex Williams; that Appellee Ecobank Liberia is Ltd., is liable under the doctrine of *Respondeat Superior* for the action of its former employee Co-Defendant Yusif Kromah who leaked the LISGIS' account statements to Alex Williams and that since Co-

Defendant Yusif Kromah committed the act while in the employ of Appellee Ecobank Liberia Ltd., the bank cannot be exempted from the actions of its employee.

After pleading rested, the records reveal that Mr. Alex Williams and Martin K.N. Kollie were joined as party Defendant to this case; but were later granted severance (separate trial). During trial, the Appellant produced three witnesses to include the Appellant himself, Mr. Varney Jarsey of the All-African Student Union, and Mr. Gerald C. Koinveneh of the FrontPage Africa Newspaper to prove its case.

The Appellant testified to the effect that he is the Former Deputy Director for General Service at LISGIS; that Appellee Ecobank Liberia Ltd., acted very unprofessional when it provided LISGIS account statements to unauthorized persons; that the bank employee responsible for the leakage was Co-Defendant Yussif Kromah; that Co-Defendant Yusif Kromah in a sworn affidavit admitted leaking the account statements to Alex Williams who is not a signatory to LISGIS' account; that Mr. Alex Williams give the bank statements to Mr. Stanton Witherspoon and Martin Kollie who used the account statements against Appellant by falsely accusing the Appellant and the Minister of Finance of transferring Two Million United States Dollars to a secret account in the Ivory Coast; that given the public sentiments and outcry surrounding the fake news, the UNFPA issued a press release to the effect that the narrative from Mr. Stanton Witherspoon and Martin K.N. Kollie were untrue and that no census money were missing; that the only money transferred to a vendor in Ivory Coast was \$60,000.00 to buy tablets and chargers for the enumerators; that having notified Appellee Ecobank about the leakage of LISGIS account statements, the Appellee Ecobank did nothing to remedy the situation but waited for over two weeks before conducting an internal investigation; that the Minister of Finance had to personally intervene by writing the Appellee Ecobank Liberia Ltd., to conduct an investigation and issue a press release debunking the fake news; that the Appellee Ecobank did issue a press release refuting the false claims surrounding the Two Million transfer but again failed to publicly disclose that one of its employee (Co-Defendant Yusif Kroma) was involved in the blackmailing of the Appellant; that as a result of the conduct of Appellee Ecobank Liberia Ltd., he was physically attacked and humiliated in the streets on several occasions; that his attackers attempted to burn his car in the Buzzy Quarters; that his attackers publicly assaulted him and demanded that he return the alleged Two Million United States Dollars; that his hard earned reputation was destroyed both locally and internationally by Mr. Stanton Witherspoon and Martin K.N. Kollie on Spoon Network and Facebook; that both he and his family are currently suffering public humiliation and shame because of the scandal, and even up to the time of this trial his life is still at risk.

The records show while the Appellant was still on the witness stand, the Appellant lawyers registered a complaint against one of the Appellee's lawyers in person of Cllr. Albert Sims for jury tempering in a previous case and that the same juror involved in that case was sitting in this case as Foreman. The records show a full-scale investigation was conducted but the trial court dismissed the complaint. The Court shall revert to this inquiry subsequently in this Opinion.

It is reveal that after the Appellant concluded direct and cross examinations, Appellant second witness in person of Mr. Varney Jarsey of the All African Student Union took the witness stand and corroborated the Appellant's testimony to the effect that he (the Witness) saw the Appellant being physically attacked by several students in a restaurant in the Buzzy Quarters; that the attack was carried out in the presence of the Former President of the Liberia Student Union (LINSU), and other officers of LINSU; that the students physically assaulted the Appellant and demanded the Appellant provide some of the alleged Two Million United States Dollars he stole from LISGIS; and that he, Witness Varney Jersy, had to personally intervene and rescue the Appellant from his attackers.

Immediately thereafter, the Appellant third witness in person of Mr. Gerald C. Koinveneh of the FrontPage Africa Newspaper took the witness stand and testified that on Monday November 21, 2022, the Frontpage Africa Newspaper did published a story in Vol.16 under the auspices of Appellee Ecobank Liberia Ltd to the effect that there was no secret bank account opened by the Appellant or the Minister of Finance in Cote D'Ivoire as alleged by Mr. Alex Williams and that the allegations of Mr. Alex Williams are untrue.

The records show that after the Appellant rested with the production of evidence, the Appellee Ecobank Liberia produced two witnesses in persons of their Former Head of Corporate Banking and Head of Disciplinary Committee, Steve Howard; and Muideen Bakinde, the Head of Internal Control, Ecobank Liberia Ltd to refute the Appellant's claim.

Witness Steve Howard testified that the bank has a professional relationship with LISGIS and not the Appellant; that the bank conducted an internal investigation after receiving a complaint from the Minister of Finance concerning LISGIS account statements being published in FrontPage Africa Newspaper; that the investigation revealed it was Yusif Kromah, a low-level staff in the Card Operation Department, who illegally access LISGIS account and give the account statements to Alex Williams; that Yusif Kromah had no authority to give account statements to customer; that Yusif Kromah was investigated and subsequently dismissed; and that the bank has no connection with the defamation of the Appellant's character.

Next, Appellee second witness in person of Muideen Bakinde, the Head of Internal Control, took the witness stand and corroborated the testimony of Witness Steve Howard regarding the Minister of Finance complaint, the internal investigation, and the dismissal of Yusif Kromah for giving the LISGIS account statements to Mr. Alex Williams. The witness further testified that the bank account in Ivory Coast which the money was transferred to is a property of Ecobank Liberia Ltd., and not the personal account of the Appellant or the Finance Minister; that the transferred of money to Ivory Coast was intended to convert the United States Dollars to CFA and then used the CFA to purchase LISGIS equipment; and that the bank has no connection with the defamation of the Appellant's character.

It is revealed that on January 31, 2025, after Appellee Ecobank Liberia Ltd., rested with evidence, and after all the parties rested with the production of evidence, the jury deliberated and return a verdict of non-labile in favor of Appellee Ecobank Liberia Ltd.

On February 3, 2025, the Appellant filed a motion for new trial; withdrew same and filed an amended motion on February 5, 2025; and then withdrew same and filed another amended motion on February 7, 2025. In its second amended motion, the Appellant prayed the trial court to set aside the non-labile verdict on grounds that the said verdict is contrary to the weight of the evidence.

On February 12, 2025, Appellee Ecobank Liberia Ltd., filed a motion to strike the motions for new trial on account that the said motions were filed outside of the statutory period of four days and a violation of the rule of Amended Pleadings stated in Section 9.10 of the Civil Procedure Law.

On February 24, 2024, the trial court after listening to arguments *pro et con*, on the motion for new trial, entered final ruling and judgment where it denied the motion for new trial and confirmed the verdict on account that the doctrine of Respondeat Superior is not applicable to the present case as the Appellee Ecobank employee, Yusif Kromah, being a Card Operator acted outside the scope of his employment and that the Appellee bank cannot be held liable for the tort of its agent acting outside the scope of the agent authority.

The Appellant excepted to the final ruling and judgment of the trial court, announced an appeal to the Honorable Supreme Court and perfected its appeal by filing his bill of exceptions, appeal bond, and notice of completion of appeal. In his 12 Count bill of exceptions the Appellant basically challenged the trial court's final ruling and judgment on grounds that the trial court ignored the fact that Cllr. Albert Sims and the Foreman in this case had already

contaminated the jury pool; that the trial court overlooked the admissions of the Appellee Ecobank Liberia Ltd., to the effect that its employee (Yusif Kromah) did give LISGIS account statement to Mr. Alex Williams who forwarded same to Mr. Stanton Witherspoon and Mr. Martin K.N. Kollie who relentlessly defame Appellant's reputation; that the Appellant suffered severed public humiliation, shame and hardship because of the conduct of the Appellee Ecobank and the defamation; that the doctrine of *Respondeat Superior* is applicable to this case since Yusif Kromah being an employee was under the control and authority of the Appellee Ecobank Liberia Ltd.

This Court says that having presented a chronology of the facts; listened to oral arguments *pro et con* and attended to the controlling laws in these proceedings is of the opinion that the parties are not disputing the fact that Yusif Kromah is a former employee of the Appellee assigned to the Card Operation Department or the fact that the Appellee's former employee, Yusif Kromah, provided LISGIS account statements to an unauthorized person, Mr. Alex Williams, while in the employ of the bank. Also, the parties are not disputing the fact that the said account statements were posted on Spoon Network and other social media platforms by Mr. Stanton Witherspoon and Martin K.N. Kollie as a means to slander the Appellant's reputation both locally and internationally on the false narrative that the Appellant and the Minister of Finance converted Two Million United States Dollars to their personal accounts; neither are the parties denying the irrefutable fact that as a result of the smear campaign against the Appellant, he and his family suffered public humiliation, shame and hardship.

What is being bitterly contested by the parties in these proceedings is whether or not the Appellee Ecobank Liberia Ltd., can be held vicariously liable for the actions of its employee, Yusif Kromah, under the doctrine of *Respondeat Superior*. In other words, did Yusif Kromah fall within the scope of his employment for which the Appellee can be vicariously liable under the doctrine of *Respondeat Superior*?

We shall revert to our applicable laws and persuasive legal commentaries to dispose of this lone issue. The most authoritative and persuasive law in disposing this issue is the case: *Guaranty Trust Bank (Liberia Ltd) v. Mr. Sie Edward Freeman*, Supreme Court Opinion March Term, A.D. 2022. Our research of this case shows that the facts and circumstances regarding the question of vicariously liable are strikingly analogous to the present case now before us. The facts in the case *Guaranty Trust Bank (Liberia Ltd) v. Mr. Sie Edward Freeman*, reveal that the Plaintiff, Mr. Sie Edward Freeman, an employee of the Defendant, the Guaranty Trust Bank (Liberia Ltd), was assaulted by the bank's Managing Director, Mr. Ayodeji Bejide. It is

revealed that during a verbal exchange of words, Mr. Bejide in a furious rage assaulted Mr. Freeman with a calculator thus causing injuries to Mr. Freeman face and lips.

The Plaintiff filed an action of damages for wrong against the Defendant on account that the bank was vicariously liable for the conduct of its Managing Director, Mr. Ayodeji Bejide; and that the Defendant should be held liable to the Plaintiff in this regard. The Defendant filed its answer to the complaint wherein it denied liability on account that the doctrine of *Respondeat Superior* was not applicable to this case; that the conduct of Mr. Ayodeji Bejide in assaulting the Plaintiff was completely outside the scope of his employment as a Managing Director of the bank; and that the Defendant have already severed ties with Mr. Ayodeji Bejide who had escaped the country.

A trial was held; and a verdict of liability was rendered in favor of the Plaintiff which was confirmed and affirmed by the trial court. The Defendant, being aggrieved with the verdict and trial court's final judgment excepted to trial court's final judgment and announced an appeal to the Supreme Court. In its bill of exceptions and argument before the Supreme Court, the Defendant basically contended *inter alia* that the doctrine of *Respondeat Superior* was not applicable; and that it cannot be held vicariously liable to the Plaintiff since the conduct of Mr. Ayodeji Bejide was completely outside the scope of his employment as a Managing Director of the bank.

The Supreme Court rejected the Defendant's argument and found that the doctrine of *Respondeat Superior* is indeed applicable and that the Defendant is vicariously liable to the Plaintiff since the Defendant was not only Mr. Ayodeji Bejide employer but that the Defendant, also had a supervisory role over Mr. Ayodeji Bejide when the assault was committed against the Plaintiff. The Supreme Court in disposing the appeal held as follow: "*Vicarious liability is defined as the liability that a supervisory party such as the employer bears for the actionable conduct of a subordinate or associate, such as an employee, based on the relationship of the parties out of which the doctrine of Respondeat Superior grows which holds an employer or principal liable for the employee's or agent's wrongful act committed within the scope of the employment or agency.*"

The Supreme Court in articulating the doctrine of *Respondeat Superior* and its applicability to third party injury growing out of employer-employee relationship held thus: "*The doctrine of Respondeat Superior is usually the basis of an employer's liability for injuries to third persons caused by employee's act. The doctrine is one of vicarious liability, allowing the employer to be held liable for the acts of employees. The doctrine imputes liability to the employer for the*

employee's tortious act to ensure that the loss be equally borne by those who benefit from the enterprise that give rise to the injury and are better position to absorb the costs of doing business."

The Court also held: *"The Respondeat Superior doctrine may result in an employer being liable for injuries negligently inflicted by an employee on a licensee or invitee, and it has been held that an employer has a special duty to persons who have been invited to submit their comfort and safety to one's employee."*

This position of the Supreme Court on vicarious liability is not a novel concept or one that is miraculously pop-up in the case *Guaranty Trust Bank (Liberia Ltd) v. Mr. Sie Edward Freeman*. On the contrary, the concept of vicarious liability is as old as the law and some law writers have gone a step further our case law by providing the factors in determining whether an employee act was in the scope of employment. Law commentators in providing insight on the scope of employee's employment in regards to vicarious liability has espoused thus: *In order to establish an employer's Respondeat Superior liability for the tortious acts of an employee, the Plaintiff must prove that the employee was acting within the scope of the employment when the employee injured the plaintiff property or person. Stated conversely there is no vicarious liability on the part of an employer for torts committed by an employee beyond the scope of the employer's business."* *Am Jur 2d Employment Relationship* §378. According to various formulation of the rule that the employee must have been acting within the scope of employment in injuring the third person, an employer can be held liable under a theory of *Respondeat Superior* for conduct of an employee that was: foreseeable, done in the furtherance of the employer's business directly or indirectly connected to or fairly and naturally incidental to the employer's business of the kind that the employee was employed to perform substantially within the authorized "time and space" limits of the employment at least partly motivated by an intention to serve the employer expectable in view of the employee's duties. *Id* §379. It is stated that "the requirement of *Respondeat Superior* that the act performed was either required or incidental to the employee's duties is satisfied if the tort is engendered by or arises from the work and the employee need not have intended to further the employer's interests." *Id*. It is stated that the employee pursued his or official duties mistakenly, ill advisedly, or with excessive zeal does not relieve the employer of liability." *Id*.

In applying these legal citations to the facts of this case we see that there is no contention regarding to the fact that Yusif Kromah is a former employee of the appellee assigned to the Card Operation Department or the fact that the appellee's former employee provided LISGIS account statements to an unauthorized person, Mr. Alex Williams, while in the employ of the

bank. Given the aforesaid we can safely conclude that the appellee had direct supervisory control over the actions of its former employee, Yusif Kromah; that Yusif Kromah actions were orchestrated within the appellee's premises; that the action of Yusif Kromah, from a reasonable man standard, is one that is clearly foreseeable; that Yusif Kromah actions were done in furtherance of the appellee's business; that Yusif Kromah actions are fairly and naturally incidental the appellee's business; and that Yusif Kromah's actions are expectable in view of his duties as a Card Operator within the appellee's Card Operation Department.

Now, since it is inexplicitly clear from the facts and circumstance of this case that the conduct of the Appellee's former employee, Yusif Kromah satisfied all the requirements of vicarious liability espoused herein above, it our holding that the Appellee is hereby liable for the conduct of its former employee, Yusif Kromah.

As stated earlier in this Opinion: "it is the law extant that where a wrong is committed, damages will attach." *City Builders v City Builders*, Supreme Court Opinion March Term 2013.

The Supreme Court has opined in plethora cases that generally, damages whether special or general "are pecuniary compensation or indemnity which may be recovered by any person who has suffered a loss, detriment, or injury, whether to his person, property or rights, through the unlawful act or omission or negligence of another. *Intrusco Corp. v Osseily* 32LLR 571 (1985); *Firestone Liberia Inc. v G. Galimah Kollie* Supreme Court Opinion March Term 2012; *Harris v. Cavalla Rubber Corp.* Supreme Court Opinion October Term 2012; *City Builders v City Builders* Supreme Court Opinion March Term 2013.

The Supreme Court has also held that "in legal contemplation, damages is the sum of money which the law awards or imposes as pecuniary compensation, recompense, or satisfaction for an injury done or a wrong sustained, as a consequence of either a breach of contract or a tortuous act". *Id*

In the case *Firestone Liberia Inc. v G. Galimah Kollie*, Supreme Court Opinion, March Term 2012, the Supreme Court defined general damages as: "*liability awards that come about as the natural and necessary outcome of a wrongful act or omission; there is no yardstick of universal acceptability for accurate measurement of general damages awards. Therefore, the law has ordinarily assigned to the jury the task of determining such awards for general damages. This apparent arbitrariness in determining the amount of award for general damages is exclusively the jury's province. They are exemplary or punitive, intended by the law to provide compensation for injuries such as mental anguish and distress, insult, indignity*

and hurt to a party, which cannot be easily quantified or accurately estimated. It is recognized that a judicial yardstick is yet to be couched to measure mental anguish, insult and indignity for which such damages are awarded as compensation. It is generally required that the awards bear some relation to the injury inflicted and the cause thereof. They should not be awarded where the amount of compensatory damages is adequate to punish the defendant. Where such compensatory damages are not adequate for the purpose of punishment, only such additional amount should be awarded as taken together with the compensatory damages will be adequate for the purpose of the punishment".

We affirmed and confirmed the Supreme Court holdings on damages articulated herein above and hold that verdict and the trial court's final judgment is reversed as the facts and controlling laws do attest that the Appellee's former employee, Yusif Kromah, provided LISGIS account statements to an unauthorized person, Mr. Alex Williams, while in the employ of the bank; that the said account statements were posted on Spoon Network and other social media platforms by Mr. Stanton Witherspoon and Martin K.N. Kollie as a means to slander the appellant's reputation both locally and internationally on the false narrative that the Appellant and the Minister of Finance converted Two Million United States Dollars to their personal accounts; that as a result of the smear campaign against the Appellant. The appellant is entitled to general damages in the amount of Two Hundred and Fifty Thousand United States Dollars (US\$250,000.00), due to the fact that the appellant lost his job, lost his reputation, suffered mental anguish, lost income, suffered shame and embarrassment personally and his family also suffered public humiliation, shame and hardship and that the Appellee under principle of vicarious liability is liable to the appellant. Co-appellant Martin K.N. Kollie and Alex Williams are ordered to pay the appellee Fifty Thousand United States Dollars (US\$50,000.00) each for the damages caused him.

Howbeit, given the fact that the appellant, by operation of law is only entitled to a sum commensurate and reasonable in connection with the damages he sustained, this Court hereby declines to award special damages to the appellant as the appellant failed to prove special damages. It is the law in this jurisdiction that special damages, that is the specific monetary losses that the plaintiff claims to have incurred due to the defendant's actions, must be explicitly stated in the pleadings and proven with concrete evidence during the trial. Mere allegations without supporting evidence are insufficient because the verdict of the trial jury must be based thereon. *Access Bank (Liberia) Ltd. V. Wael Gharzeddine*, Supreme Court Opinion, March Term, 2004; *Freeman et al. v. Eid*, 49 LLR 19, 31 (2011).

We are of the opinion that "it is not sufficient merely to allege an injury and claim damages therefor, but the plaintiff must prove the injury complained of; and that he has been damaged to a sum commensurate with the amount claimed as damages, and that in proving general damages there should be a reasonable connection between general damages awarded and the injury sustained." *Itoka v. Noelke* 6 LLR 329, 332 (1933); *Harris v. Cavalla Rubber Corp.* Supreme Court Opinion October Term 2012.

We are convinced from the records and the evidence contained therein that the appellant proved a reasonable connection between the appellee's conduct and the injury sustained; therefore, general damages are allowed.

We will be remised if we fail to pass on the issue of alleged jury tempering allegedly committed by Counsellor Albert Sims. As stated earlier, the records show while the Appellant was still on the witness stand, the appellant lawyers registered a complaint against one of the Appellee's lawyers in person of Cllr. Albert Sims for jury tempering in a previous case and that the same juror involved in that case was sitting in this case as Foreman. The records show the trial court dismissed the complaint and proceeded with the hearing of this case. We are of the opinion that given the gravity of this allegation and the need to maintain the sanctity of the Judiciary we hereby forward this issue of jury tampering to the Grievance and Ethics Committee with the Mandate that the said Committee invite Counsellor Albert Sims, Counsellor Lawrence Tomah, and Bailiff Evelyn Karyee, and all other persons of interests as the Committee deem necessary to make its determination on this issue.

WHEREFORE and in view of the foregoing the judgment of the Civil Law Court is hereby reversed, and the appellant awarded general damages as stated above. The Clerk of this Court is hereby ordered to send a Mandate to the court below commanding the judge presiding therein to resume jurisdiction over this case and to give effect to this Judgment. Costs are ruled against the appellees. IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING COUNSELLOR ARTHUR T. JOHNSON APPEARED FOR THE APPELLANT. COUNSELLORS ALBERT S. SIMS OF JUSTICE ADVOCATES AND PARTNERS IN ASSOCIATION WITH BHATUR C. HOLMES VARMAH, IN HOUSE LEGAL COUNSEL OF ECOBANK APPEARED FOR THE APPELLEE.

Judgment Reversed