

**IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA,
SITTING IN ITS OCTOBER TERM, A.D. 2020**

BEFORE HIS HONOR: FRANCIS S. KORKPOR, SR.CHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE
BEFORE HER HONOR: SIE-A-NYENE G. YUOH.....ASSOCIATE JUSTICE
BEFORE HIS HONOR: JOSEPH N. NAGBE..... ASSOCIATE JUSTICE
BEFORE HIS HONOR: YUSSIF D. KABA.....ASSOCIATE JUSTICE

International Bank (Liberia) Limited represented by its)
CEO, Mr. Henry F. Saamoi and all authorized officers)
of the City of Monrovia, Liberia Movant)

Versus) **MOTION TO**
) **DISMISS**

The Testate Estate of Charles Nathaniel Wordsworth by)
and through its Administrator Cum Testamento De Bonis)
Non William Emboya Wordsworth of the City of)
Monrovia, Liberia Respondent)

GROWING OUT OF THE CASE)

The Testate Estate of Charles Nathaniel Wordsworth by)
and through its Administrator Cum Testamento De Bonis)
Non William Emboya Wordsworth of the City of)
Monrovia, Liberia Appellant)

Versus) **APPEAL**

International Bank (Liberia) Limited represented by its)
CEO, Mr. Henry F. Saamoi and all authorized Officers)
of the City of Monrovia, Liberia Appellee)

GROWING OUT OF THE CASE)

The Testate Estate of Charles Nathaniel Wordsworth by)
and through its Administrator Cum Testamento De Bonis)
Non William Emboya Wordsworth of the City of)
Monrovia, Liberia Movant)

Versus) **MOTION TO**
) **INTERVENE**

International Bank (Liberia) Limited represented by its)
CEO, Mr. Henry F. Saamoi and all authorized Officers)
Of the City of Monrovia, Liberia, Savoy Group-Greystone)
Inc., represented by its Manager by and through its)
Managing Director/CEO, Byron Tarr of the City of)
Monrovia, Liberia and Mrs. Edith C. Bawn of the City)

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| of Monrovia, Liberia..... | Respondents |) |
| | |) |
| <u>GROWING OUT OF THE CASE</u> | |) |
| | |) |
| International Bank (Liberia) Limited represented by its | |) |
| CEO, Mr. Henry F. Saamoi and all authorized Officers | |) |
| of the City of Monrovia, Liberia | Petitioner |) |
| | |) |
| Versus | |) |
| Savoy Group-Greystone Inc., represented by its Manager by | |) |
| and through its Managing Director/CEO, Byron Tarr of the | |) |
| City of Monrovia, Liberia | respondent |) |
| | |) |
| And | |) |
| | |) |
| Mrs. Edith C. Bawn of the City of Monrovia, Liberia | |) |
| | 2 nd Respondent |) |

Heard: October 22, 2020

Decided: March 3, 2021

MR. JUSTICE KABA DELIVERED THE OPINION OF THE COURT

The laws governing appeal are settled in this jurisdiction. Accordingly, when a motion to dismiss appeal is entertained before this Court, the only inquiry the Bench makes is whether there are any violations of these settled laws.

Notwithstanding the settled laws on appeal, the instant case appears to raise a novel question respecting the final ruling of a single judge on a motion vis-à-vis the power of judicial review granted under Article III of the Act establishing the Commercial Court of Liberia. Notably, the Commercial Court is the first of its kind amongst specialized courts that consists of more than one judge and a chamber for judicial review.

To appreciate and dissect the issues touching on the power of judicial review granted by the Legislature under the said Act, we shall first proceed to present the facts of the motion to dismiss appeal filed by the International Bank (Liberia Limited), movant herein. The motion alleges as follows:

“1. Movant is an Appellee in an appeal taken by the Appellant/Respondent from a ruling of the Commercial Court, denying a Motion to Intervene filed by the Appellant/Respondent for intervention in a Petition for Foreclosure earlier filed by Movant, as petitioner, for foreclosure of a Mortgage executed in favor of Movant

by 3rd Respondent – Mrs. Edith C. Bawn and covering 1.36 vacant lot of land lying and situated at Mamba Point, City of Monrovia, Republic of Liberia which the said Edith C. Bawn pledged as security for a loan Movant granted Savoy Group Greystone Inc.

2. Movant says that underlying Petition for foreclosure was filed on March 31st, 2017 and, following due service of the Writs of Summons by Publication, and necessary hearing and proof of the conditions and facts warranting foreclosure, the Commercial Court ruled the case to trial.
3. That subsequent to the case being ruled to trial, the respondent in this Motion, the Intestate Estate of the late Charles Henry Nathaniel Wordsworth, on June 27, 2017, filed a Motion to Intervene and an Intervener's Returns contending that it learned on the underlying Petition for Foreclosure in the media and that it was seeking intervention as a matter of right belongs to the Intestate Estate, as evidenced by copy of (i) a public land sale deed from the Republic of Liberia to C.H.N. Wordsworth in 1290 and (ii) the last will and Testament of Charles Henry Nathaniel Wordsworth. respondent further averred that it does not know nor have any privity of contract with the 1st and 2nd Respondents, and that Movant, as mortgage, failed to exercise due diligence before entering into and the Mortgage Agreement.
4. In Resistance to the Motion to Intervene, Movant, as Respondent, maintained that the mortgaged property, pledged as a security for the loan agreement executed between the Movant and the 2nd Respondent, belongs to the 3rd Respondent, Mrs. Edith C. Bawn, who as evidence of her title, submitted to Movant a probated and registered Administrator's Deed from the Intestate Estate of the late Thomas J. Wordsworth, signed by the Administrators Thomas J. Wordsworth, Alexander G. Wordsworth and Rita Rose Wordsworth Ireland to the 3rd Respondent covering 1.36 lots of land, lying and situated in Mamba Point. Movant further submitted that it had conducted all necessary due diligence in respect of 3rd Respondent's ownership with the property before granting the loan to the respondent. Attached hereto and marked as **MOVANT'S EXHIBIT "M/1" IN BULK** are copies of (i) the Motion to Intervene; (ii) The Intervener's Returns; and (iii) the Movant's Resistance to the Petition for the Motion to Intervene.
5. Following a scheduled hearing of the Motion to Intervene on October 12th, 2018, His Honor Judge Chan-Chan Paegar ruled and denied the Motion to Intervene. respondents excepted to the Judge Paegar's

ruling on the Motion to intervene, and also announced an appeal to the Honorable Supreme Court of Liberia, sitting in its March Term, A.D. 2019. Attached and marked as **MOVANT'S EXHIBIT "M/2"IN** is a copy of the Court's Ruling denying the Motion to Intervene, which ruling was made available and served on the parties on November 26, 2018.

6. Movant says that the ruling of Judge Paegar on the Motion to Intervene is interlocutory, and not a final judgment that is [amenable] or susceptible to an appeal. The appeal of Respondent therefore ought to be dismissed as a matter of law.
7. Further to Count Six (6) of this Motion and assuming without admitting that an appeal will lie in the instant case, Movant says that the Respondent's appeal is still dismissible and ought to be dismissed for (i) failure to comply with all the mandatory requirements for taking an appeal from the final judgment of the Commercial Court; (ii) failing to file a valid bond supported by surety [compliant] with law.
8. Movant submits that the respondent miserably failed to fulfill the condition precedent for the completion/perfection of appeal from final judgment emanating from the Commercial Court of Liberia...i.e. deposit of the judgment amount in an interest-bearing escrow account designated by the Commercial Court of Liberia consistent with the Article IV of The Act Establishing the Commercial Court relating to appeal from the final judgment of the Commercial Court.
9. Further, Movants says that the respondent its appeal bond issued by its surety, Sky International Insurance Company, is patently defective in many respects which defects constitute a sufficient basis for the dismissal of respondents' appeal consistent with the requirement of the Supreme Court's Judicial Order No. 1-2007 that in order to give meaning and interpretation of Civil Procedure Law, 1 LCLR titled 1, Section 63.2 (1) 91973), an insurance company surety bond should at a minimum contain: (a) Articles of Incorporation of the Insurance Company; (b) Registration of the Insurance Company with the appropriate government ministry; (c) Clearance from the Ministry of Finance evincing that taxes have been fully paid; and (d) Evidence of assets of the Insurance company within the Republic of Liberia, to commensurate with the amount charged in the writ or the indictment.
10. Still further to the defects of the Respondent's appeal bond vis-à-vis the minimum requirement enumerated by the Supreme Court, Movant

submits that the respondents bond is patently defective for the following reasons:

- (i) neglected to attach to its appeal bond, an evidence of assets of Sky International Insurance Company or a bank statement to show the worth of the surety as a basic requirement under our laws, practices and procedures in indemnifying the appeal bond;
- (ii) failed to attached a complete copy of the surety's Article of Incorporation in order to establish whether the Sky International Insurance Company is authorized to serve as surety; and
- (iii) failed to attached a valid tax clearance from the Liberia Revenue Authority. The tax clearance attached by respondent's surety is fraudulent and inconsistent to the effect that (a) the signature date (July 25, 2018) predates the stipulated issuance date (October 25, 2018); and (b) the Liberia Revenue Authority (LRA) commissioner clothed with the authority to issue such tax clearance has as shown by the evidence of the attached communication from the LRA attached and marked as **MOVANT'S EXHIBIT "M/3"** to form a cogent part of this Motion.

Movant therefore submits that the failure of the respondents to have filed a valid appeal bond renders its appeal defective and thereby a fit subject for dismissal consistent with numerous rulings of this Honorable court, including *Cavalla Rubber Corporation v. The Liberian Trading and Development Bank*, 38 LLR 153 (1995); and *Abi Jaoudi v. The Intestate estate of the Late Bendu Kaidii*, 40 LLR 777 (2001).

11. Further to Counts Seven (7) thru (10) of Movant's Motion, Movant says that the Appeal of the Appellant is dismissible and same should be dismissed for failure to comply with all of the mandatory requirements established by the Appeal Statute controlling and the numerous opinions of the Honorable Supreme court of Liberia. **Chapter 51, § 51.4. Requirements for completion of an appeal, Liberian Code of Laws Revised, Title 1, p.249.**
12. Movant says and submits that a Motion to Dismiss the Appellant's appeal will properly lie for all the reasons stated hereinabove as a matter of law, and Your Honors are kindly requested to dismiss the appeal and order the enforcement of the judgment in keeping with the law of the land."

In resisting the movant's motion, the Testate Estate of Charles Henry Nathaniel Wordsworth, respondent herein, alleges as follows:

“

1. Respondent/Appellant says that it is the Appellant in an Appeal that was announced from a Ruling in the Commercial Court, for a Motion to Intervene filed by it in a Petition for Foreclosure of a Mortgage, executed by the Movant/1st Appellee, International Bank (Liberia) Limited, represented by its Managing Director/CEO, Henry F. Saamoi, and all authorized officers, and 2nd Respondent/2nd Appellee, Savoy Group-Greystone Inc., represented by and through its Managing Director/CEO, Mrs. Edit C. Bawn, and Mrs. Edith C. Bawn, 3rd Respondent/3rd Appellee for a piece of property (vacate lot) covering 1.36 lots of land lying and situated in Mamba Point, City of Monrovia, Republic of Liberia. The said land was used as a security for a loan granted by the Movant/1st Appellee, International Bank (Liberia) Limited, represented by its Managing Director/CEO, Henry F. Saamoi, and all authorized officers, to the 2nd Appellee Savoy Group-Greystone Inc., represented by and through its Managing Director/CEO, Mrs. Edit C. Bawn.
2. Further to count one (1) above, respondent/Appellant says that in addition to its Motion to Intervene filed in the Commercial Court, it also simultaneously filed an Intervener Returns, and annexed to them the Last Will and Testament of Charles Henry Nathaniel Wordsworth, a Public Land Sale Deed from the Republic of Liberia to C.H.N. Wordsworth, May 31, 2017 Edition of the Newspaper, volume 28th, No. 027 and Letters of Administration Cum Testamento Annexo De Bonis Non in favor of William Emboya Wordsworth. The respondent/Appellant annexed to the Motion to Intervene, the same exhibits that were attached to the Intervener's Returns. respondent/Appellant says that it filed both Motions to Intervene and Intervener's Return on the 27th of June, 2017. These are found on pages 70 and 107 of the transcribed record before Your Honors.
3. That following the filing of the Motion to Intervene and Intervener's Returns respectively, the Movant/1st Appellee filed its Reply and Resistance to the Motion to Intervene on July 5, 2017. An assignment was issued for the hearing of the Motion to Intervene to be heard on July 21, 2017. The Motion to Intervene was heard on the said date and the Ruling was made on October 18, 2018, denying the respondent/Appellant Motion to Intervene. The signed copy of Judge Chan-Chan Paegar's Ruling was received by the 1st Respondent/Appellant Lawyer, Cllr. Sylvester D. Rennie on November 26, 2018 at the hour of 11:00a.m. this Ruling was received as a result of a Petition for the Writ of Mandamus that was filed before Her Honor Sie-A-Nyene G. Yuoh, then presiding in Chambers, during the October Term A.D., 2018 of this Honorable Court.
4. That upon receipt of the signed copy of the final ruling from the Clerk of the Commercial Court on November 26, 2018, the respondent/Appellant filed its Bill of Exceptions of December 18,

2018 and subsequently filed its Appeal Bond and Notice of Completion of Appeal simultaneously on the 18th of January 2019 and served copies of the Movant/1st Appellee International Bank (Liberia) Limited.

5. As to count one (1) of the Movant/1st Appellee, International Bank (Liberia) Limited Motion to Dismiss Appeal, respondent/Appellant says that said count raises no issue to be traversed.
6. Further to count five (5) above, and traversing count two (2) of the Movant/1st Appellee, International Bank (Liberia) Limited Motion to Dismiss Appeal, respondent/Appellant says that again it has no information sufficient to form a believe as to the content of the said averment and as such, request Your Honors not to learn credit to the said information. Assuming Arguendo, that the information in the said averment was correct, this will not also in any way prove or disprove that the Motion to Dismiss Appeal should be granted.
7. Further to count six (6) above and traversing count three (3) of Movant/1st Appellee Motion to Dismiss Appeal, respondent/Appellant says that indeed the Testate Estate of the Late Charles Henry Nathaniel Wordsworth by and through its Administrator, Cum Testamento Annexo De Bonis Non, Mr. William Emboya Wordsworth filed its Motion to Intervene and an Intervener's Returns on the 27th of June, 2017, following a publication in the May 31st, 2017 Edition of the News Newspaper, Volume 28, No. 027, in which the Movant/1st Appellee had filed a Petition for Foreclosure of its property and annexed a Public Land Sale Deed from the Republic of Liberia to C.H.N. Wordsworth, lot No. 129D, located in Mamba Point and the Last Will and Testament of Charles Henry Nathaniel Wordsworth.
8. Further to count seven (7) above, respondent/Appellant says that the Estate on whose behalf the Motion to Intervene and the intervener's Returns were filed in the Commercial Court is a Testate Estate and not an Intestate Estate. Further, the lot Number is 129D located on the respondent/Appellant Deed from the Republic of Liberia to Charles Henry Nathaniel Wordsworth and not 1290 as being carried in the Movant/1st Appellee Motion to Dismiss Appeal. respondent/Appellant submits and maintains that the 3rd appellee, Mrs. Edith C. Bawn is not the owner of the property and never was such property conveyed to her by respondent/Appellant in this case or any authorized administrator of the said estate. respondent/Appellant contends further that never had it enter any privity of contract with the 1st Appellee, 2nd Appellee and 3rd Appellee respectively, concerning portion of the whole of its property located in Mamba Point, which is the subject of the Petition for Foreclosure of Mortgage in the Commercial Court of Liberia. Counts three (3) and all counts in the

Movant/1st Appellee Motion to dismiss Appeal should be denied and dismissed, so prays the respondent/Appellant.

9. Further to count eight (8) above and traversing count four (4) of Movant/1st Appellee Motion to Dismiss Appeal, respondent/Appellant says that the Movant/Appellee failed to exercise due diligence before entering the mortgage agreement. This is because under our law, hoary in this jurisdiction; ***“an administrator of an estate is a person to whom letters of administrator has being granted by a court of competence jurisdiction to administer the estate of the decedent who died interstate. It is a formal document issued by the Probate Court appointing one as an administrator of an estate. Thus, the authority to act for an intestacy is only exercised by one duly qualified and legally appointed to carry out functions prescribed by the court.*** Metzger et al. vs. The Intestate Estate of the Late John N. Lewis, 38 LLR, page 404, syls. 1 and 2, texts at page 411. respondent/Appellant says that there is no showing in the entire records that the so-called individuals who issued the Administrator Deed to the 3rd Respondent/Appellee, Mrs. Edith C. Bawn were not authorized or issued Letters of Administration to administer the said estate, nor were they issued Court’s Decree of Sale. Count four (4) and all counts in the Movant/1st Appellee Motion to Dismiss Appeal should be denied and dismissed, so prays respondent/Appellant.
10. Further to count nine (9) above, respondent/Appellant says that the Honorable Supreme Court further held that: “In the administration of a decedent’s estate, a sale of real property can be legally made by virtue of an express order of the Probate Court.....If it cannot be shown that the sale of the land in question was duly authorized by the Probate Court, then the sale by the administrators is void.” Metzger et al. vs. The Intestate Estate of the Late John N. Lewis, 38 LLR, page 404, syls. 1 and 2, texts at page 412. respondent/Appellant says again that there was no due diligence that was done because there is no Letters of Administration from the the 3rd Respondent/Appellee, Mrs. Edith C. Bawn’s so-called administrators that they were issued Letters of Administration and Court’s Decree of Sale by the Probate Court to administer and sell the said property to her, predicated upon which she consummated the Mortgage Agreement with the Movant/1st Appellee. In the absence of these authorities from the Probate Court, whatever deed that was issued is void.
11. Further to count ten (10) above and traversing counts five (5) and six (6) of the Movant/1st Appellee Motion to Dismiss Appeal, respondent/Appellant avers that the Motion to Intervene was heard on the 1st of July, 2017 and not October 12, 2018, whereas the Ruling was heard on October 12, 2018 but the said Ruling was signed for from the Clerk’s Office of the Commercial Court on the 26th day of November,

2018. The Supreme Court has held in the long line of cases to include, *“while ordinarily the ruling on a Motion to Intervene is an interlocutory ruling, and the remedy available to the party aggrieved by such ruling is ordinarily remedial process instead of appeal, yet, where the ruling disposes of the crux of matter in dispute, then and in that event, such ruling is deemed to be a final ruling, subject of review by the Honorable Supreme Court on appeal.”* *The Heirs of the Late Jesse R. Cooper and Edward A. Cooper vs. The Augustus W. Cooper Estate and the Heirs of the Late James F. Cooper*, 39LLR, Page 750, Syl. 7. respondent/Appellant contends that the denial of the Motion to Intervene by His Honor Chan-Chan Paegar, Associate Judge of the Commercial Court disposed of the crux of the Movant being made a party respondent to the main action of Petition for Foreclosure of Mortgage, which requires an appeal to the Honorable Supreme Court of Liberia. respondent/Appellant says that this appeal ought not to be dismissed as event at the level of the Supreme Court, a Motion to Intervene can be entertained. Your Honors are requested to take judicial notice of the Court’s Rulings on the Motion to intervene which are on pages 142 to 146 of the transcribed records before Your Honors. Counts five (5) and six (6) and all counts in the Movant/1st Appellee Motion to dismiss Appeal should be denied and dismissed, so prays respondent/Appellant.

12. Further to count eleven (11) above and traversing counts seven (7) and eight (8) of the Movant/1st Appellee Motion to Dismiss Appeal, respondent/Appellant submits that it has comply with all of the mandatory requirements for the taking of an appeal from the final judgment from the Commercial Court, and it filed a valid Appeal Bond and completed the appeal process within the statutory period as provided by law. The respondent/Appellant avers that there was no trial out of which a final money judgment was made within the Commercial Court, and it filed a valid Appeal Bond and completed the appeal process within the statutory period as provided by law. The respondent/Appellant avers that there was no trial out of which a final money judgment was made within the Commercial Court; neither was there a trial that was held by the Movant/1st Appellee, International Bank Liberia Limited, 2nd Respondent/Appellee, Savor Group-Greystone, Inc., and 3rd Respondent/Appellee, Mrs. Edith C. Bawn. The records in the case file show that the main action for the Petition for the Foreclosure of Mortgage was only rule to trial which was confirmed by the Movant/1st Appellee in count two (2) of its Motion to Dismiss the Appeal. Also, for one to deposit an amount in an account that bears interest designated by the Commercial Court consistent with Article Four (IV) of the Act establishing the Commercial Court, there must be a hearing out of which a final money judgment is made. In the case of the Motion to Intervene, which was denied by Judge Chan-Chan Paegar, that did not entail

money judgment and so there was no need to deposit any amount because, there was no amount that the Court had made as its final money judgment. Assuming Arguendo, that there was a full trial and a final money judgment made, the ruling made by His Honor Chan-Chan Paegar in the Motion to Intervene would have mentioned that a ruling has already been made and money judgment awarded. This not being the case, counts seven (7) and eight (8) and all counts in the Movant/1st Appellee Motion to Dismiss Appeal should be denied and dismissed, so prays the respondent/Appellant.

13. Further to count twelve (12) above, Article Four (IV) of the Acts establishing the Commercial Court states that: ***“(1) An appeal from a final judgment of the Commercial Court shall lie directly with the Supreme Court of Liberia, (2) an appeal from a judgment of the Commercial Court shall not serve as a stay on enforcement of the judgment, provided that the amount of the judgment paid shall be placed in an interest bearing escrow account with a commercial bank to be designated by the Commercial Court pending disposition of the appeal and (3) Payment of the full amount of judgment shall be a condition precedent for the completion of an appeal from a judgment of the Commercial Court , but the appeal bond, which may be required of the appellant, shall be exclusive of the amount judgment paid.”*** respondent/Appellant says that there was no amount of a judgment in the Commercial Court.
14. Further to count thirteenth (13) above ***“It is trite law that procedural technicality shall not defeat substantive justice. This court maintains herein, as held in previous opinions, that it will not be guided or bound by mere technicalities of insubstantial omissions, especially where those omissions would not have the effect of a party suffering injustice. In the event the respondent/appellant loses the appeal, it is bound to comply with the judgment of this Court. We also take cognizance of the fact that no money judgment was rendered in favor of the Movant/Appellee and as such the Appeal Bond is only to cover the costs of Court, thus the bond is adequate and sufficient and we so hold.”*** Afriland First Bank (Liberia) Limited vs. FMT Construction, Supreme Court opinions October Term 2019: respondent/Appellant says that the above quoted case settles the issue of where money judgment is not involved in the case, the Appeal Bond is intended to cover the cost of Court.
15. Traversing count nine (9) of the Movant/1st Appellee Motion to Dismiss Appeal, respondent/Appellant says that our statute is cleared under Section 51.4 of the Civil Procedure Law, 1LCL Revised; Requirements for the completion of an Appeal. The following acts shall be necessary for the completion of an Appeal:

- a. Announcement

- b. Filing of the Bill of Exceptions
 - c. Service and filing of Notice of Completion of the Appeal
 - respondent/Appellant says that all of the above requirements were met within the statutory period provided by law. respondent/Appellant also says under Chapter 63.5 of our Civil Procedural Law, 1LCL Revised, Titled 1, Captioned Exception to Surety; Allowance Where no Exception taken.
 - i. *Exceptions – A party may except to the sufficiency of a surety by written notice of exceptions served upon the adverse party within here (3) days after receipt of the notice of filing of the bond. Exceptions deemed by the court to have been taken unnecessarily, or for vexation or delay, may upon notice, be set aside, with cost.*
 - ii. *Allowance where no exception taken. Where no exception to sureties is taken within three days or where exceptions taken are set aside, the bond is allowed.* respondent/Appellant contends that no exceptions were filed against the Appeal Bond, neither was an exception filed against the surety within three (3) days after the service of the Appeal Bond on the Movant/1st Appellee, International Bank (Liberia) Limited. In the absence of the filing of an exception to the Appeal Bond within the time provided by law, the Appeal Bond is deemed correct, as such, the Motion to Dismiss the Appeal for defectiveness is moot. Count nine (9) and all count in the Movant/Appellee Motion to Dismiss Appeal should be denied and dismissed, so prays the respondent/Appellant.
16. Also further to count fifteen (15) above and traversing counts ten (10), eleven (11) and twelve (12) of the Movant/1st Appellee Motion to Dismiss Appeal, respondent/Appellant says that the Honorable Supreme Court of Liberia has held in a long chain of opinions that an Appeal Bond is to cover the cost of Court and to satisfy the judgment of the Court, especially so were no money judgment was made as in the instant case. The Honorable Supreme Court held that: *“the insufficiency of the bond speaks to the inadequacy or shortage in the value of the bond required to indemnify the Appellant. In essence, a defect in the bond which does not affect the substantive purpose for which the bond was issued may not amount [to the] ground for a dismissal of an appeal, and this determination is in consonance with the law which provides that the Civil Procedure Law is to be....” Construed to promote the just, speedy and inexpensive determination of every action” and that Courts at every stage of proceeding must disregard an error or defects in the proceeding which does not affect the substantial rights of the parties. See Afriland Bank Liberia Limited vs. Construction, Supreme Court Opinion, October Term, 2019.*
17. Further to count sixteen (16) above, respondent/Appellant says that, its Appeal Bond met the requirements of the law, for reasons that its

surety has given assurance to indemnify the Movant/1st Appellee in an amount sufficient to cover any and all costs of Court if the Appeal is determined by the Supreme Court in favor of the Movant/1st Appellee. Also, all relevant documents were attached by its Surety to the Appeal Bond establishing its eligibility and capability of undertaking and rendering insurance coverage within the Republic of Liberia, which is evidenced by the Certificate issued by the Central Bank of Liberia. The Certificate issued by the Central Bank of Liberia to the Sky International Insurance Corporation is a clear evidence that the Sky International Insurance Corporation has assets within this republic and has met the requirements to carry on insurance business of all types in Liberia. Counts ten (10) through should be denied and dismissed, so prays the respondent/Appellant.

18. Further to count seventeen (17) above, respondent/Appellant avers that the Honorable Supreme Court does not take evidence which was not pleaded in the court below; as such evidence should have been traversed by the adverse party, marked by court to form part of the records being transcribed before the Supreme Court. So the Movant/1st Appellee Exhibit M/3 in bulk, which it claims to be from the LRA was never pleaded in the court below and did not form part of the proceedings in the court below, and by operation of law, said instrument is a legal nullity. *Liberia Logging and Wood processing Corporation vs. Allison et al.*, 40LLR, Page 379, syl. 6, text at pages 384 and 385. respondent/Appellant says that its Appeal Bond is in consonance with the requirement lay down by all of the Supreme Court's opinions including: *Afriland First Bank Liberia Limited vs. FMT*, Supreme Opinion, October Term, 2019.
19. Further to count eighteen (18) above, respondent/Appellant says that Motion to Dismiss Appeal will not lie because it has all of the requirements under the statute controlling in this republic concerning appeals under the civil procedure laws and the relevant Supreme Court opinions as such, Motion to Dismiss the Appeal will not lie.
20. respondent/Appellant denies all and singular the allegations of both facts and law in the Movant/1st Appellee Motion to Dismiss Appeal, which were not specifically traversed in this respondent/Appellant Resistance to the Motion to Dismiss Appeal.”

In its motion, brief and argument before this Court, the movant is urging upon us the contention that the Commercial Court is different and distinct from other specialized courts because of its structure consisting of a panel of three judges and a chamber for judicial review. The movant concedes the principle espoused by this Court that “a motion to intervene is appealable because if granted it would make

the movant a party to the suit and once denied, the movant would have no more standing as a party in the case”; however contends that this rule applies to interlocutory rulings emanating from circuit and specialized courts having a single judge presiding as opposed to the Commercial Court exercising original and appellate jurisdiction. The movant argues that to permit an appeal from a final ruling of a lone judge of the Commercial Court to lie before the full bench of the Supreme Court without a review of the ruling by the three judge panel would be defeating the clear meaning of Article III, subsection (4) of the Act establishing the Commercial Court of Liberia.

A further scrutiny of the movant’s motion, brief and argument before this Court also reveals the second reason for its motion to dismiss appeal. The movant argues that the respondent’s appeal bond is patently defective in that the tax clearance annexed to the bond carries two dates: (1) July 25, 2018 as the signing date and (2) October 25, 2018 as the issuing date; that upon request to verify the said tax clearance, the Liberia Revenue Authority in a letter dated October 3, 2019 informed the movant that it did not issue said tax clearance to the respondent; that the said tax clearance being fraudulent renders the appeal bond patently defective and dismissible; that the respondent failed to show the articles of incorporation of its surety indicating that the surety can do insurance business in Liberia; that the respondent failed to annex the financial statements and assets of its surety indicating the surety’s financial worth; that the respondent failed to deposit the amount of judgment in an interest bearing escrow account in keeping with statute; and that the filing of the appeal bond and notice of completion of appeal on the same day did not only removes the case from the jurisdiction of the trial court, but, that said act of the respondent disallow the movant to challenge the appeal bond in the court below. The movant prays the Supreme Court to dismiss the respondent’s appeal on the grounds aforementioned.

In countering the movant’s application to dismiss its appeal, the respondent has vociferously argued that the court having denied its motion to intervene thereby extinguishing its right to be a party to the action, the remedy available to the respondent lies in appeal; that it complies with all the mandatory steps provided by the appeal statute and precedents decided by the Supreme Court to perfect an appeal; that the movant’s exhibit M/3 introduces new evidence not cognizable before the Supreme Court unless first determined by the court below; that the

movant's attack on the appeal bond for lack of sufficiency because the respondent's surety failed to declare assets and financial statements is untenable because there was no money judgment from the ruling of the trial judge; and that the movant's motion is nothing more than advancing procedural technicality over substantive justice contrary to precedents in this jurisdiction. The respondent therefore prays the Supreme Court to deny the motion.

We identify two issues here for determination by this Court:

(1) Whether a party aggrieved by a ruling of a lone judge of the Commercial Court on a motion which brings finality to that party's right, must first seek judicial review before an appeal within the meaning of Article III, Subsection (4) of the Act establishing the court?

(2) Whether the respondent's appeal is dismissible under the facts and circumstances of this case?

Proceeding to address the first issue presented, this Court has espoused that an interlocutory ruling settles some step, question or default arising in the progress of a cause, but does not adjudicate the ultimate rights of the parties. Conversely, a final judgment is one which disposes of the case either by dismissing it before a hearing is had upon its merits, or after trial by rendering judgment either in favor of plaintiff, or defendant. *Saleeby Brothers v. Zoe et al 37 LLR 165 (1993)*. In the case of an interlocutory ruling where jurisdiction is not in issue, the party aggrieved by such ruling may seek remedy through a judicial review or remedial process as in certiorari proceedings. *Barnor et al v. Bachue et al 40 LLR 288 (2000)*, *USTC v. Morris et al 41 LLR 191 (2002)*.

A motion to intervene when denied puts finality to the intervenor's side of the case and terminates the party's legal interest in that case. *Cooper Heirs et al v. Swope et al 39 LLR 220 (1998)*. The movant concedes the preceding principles reaffirm in this Opinion. However, the movant contends that these principles apply to circuit courts of general jurisdiction and specialized courts presided over by a judge. In contrast, the Commercial Court's structure is different and distinct from those of the circuit and other specialized courts. In support of this position, the movant argues that the Act to amend the Judiciary Law, Title 17 Article III, Subsection (4)

provides that “*an exception to interlocutory rulings by a judge of the Commercial Court shall be reviewed by the full three (3) judges panel*”.

Our review of the authority relied upon by the movant appears not to have given any express purpose or another meaning other than the ordinary usage of the phrase - interlocutory rulings. Under statutory construction words and phrases must be construed in their contexts and given their usually accepted meaning to the approved usage of the language unless the construction is inconsistent with the Legislature's intent or another purpose is expressly indicated. *Orange Liberia, Inc. v. Liberia Telecommunication Authority, Supreme Court Opinion, March Term, A.D. 2020*

In the present case, the movant has not demonstrated that the Legislative intent of the provision of Article III, subsection (4) was to give another express purpose to the meaning and application of the phrase, interlocutory ruling, except that a power of judicial review is conferred on the panel of three judges. This Court says that the creation of such chamber of judicial review in the Commercial Court did not expressly overturn the well settled principles on interlocutory ruling and final judgment. It is trite law that the courts give effect to the plain language of a statute absent ambiguity. *International Trust Co. v. Dounouyah et al, 36 LLR 358 (1989), Selena Mappy-Poison v. R. L. Supreme Court Opinion, March Term, A.D. 2017*

The trial court having denied the respondent's motion to intervene ultimately concluded the right and interest of the respondent. Stated differently, the denial of the respondent's motion to intervene was final and terminates the right of the respondent to the suit. Being aggrieved by the trial court's denial of its motion, the remedy therefore available to the respondent was an appeal from the said ruling. This Court holds that the Act establishing the Commercial Court not having expressly given another meaning to the phrase interlocutory ruling, the principle extant hoary with time in this jurisdiction applies to the Commercial Court. This goes to say that a final ruling of a lone judge of the Commercial Court is appealable to the Supreme Court. The panel of three judge exercises the power of judicial review over rulings which dispose of certain step, question or default in the proceedings of the main suit, but which do not decide the ultimate rights of the parties to the suit.

Now proceeding to answer the second question, we shall take recourse to the certified records. On October 18, 2018, the trial court delivered the ruling on the motion to intervene denying the same and an appeal announced therefrom by the respondent. The signed copy of the ruling was received by the respondent on November, 26, 2018 and on December 18, 2018, the respondent filed its bill of exceptions. Subsequently, the respondent filed its appeal bond and notice of completion of appeal on January 18, 2019, same being the 54th day of the receipt of the final ruling.

The simultaneous filing of appeal bond and notice of completion of appeal not only removes the case from the jurisdiction of the trial court, but said act forecloses the opportunity for the appellee to interpose exception to the appeal bond in the lower court. In that case, the appellee is permitted under the color of settled principle in this jurisdiction to challenge the appeal bond in the Supreme Court. *Manhattan Trading Corp. v. World Bank, Supreme Court Opinion, March Term, A.D. 2016, Jerome G. Korkoya v. Prof. Bestman Larmena, Supreme Court Opinion, March Term, A.D. 2020*

The movant has argued that the appeal bond filed by the respondent is patently defective for the following reasons: (1) that the tax clearance of the respondent's surety is fraudulent because the same was not signed by the authority of the Liberia Revenue Authority; (2) that the respondent's surety failed to attach assets declaration and financial statement as proof of sufficiency to indemnify the movant in keeping with numerous opinions of the Supreme Court; (3) that the respondent failed to deposit the judgment amount in an interest bearing escrow account in keeping with law; and (4) that the respondent failed to demonstrate that its surety is in the business of insurance by annexing the article of incorporation.

The respondent argues that it met all the mandatory requirements for the perfection of appeal including filing of a certificate of good standing from the Central Bank of Liberia certifying its surety as an insurance company; that the movant ought to have interpose exception to its appeal bond in the court below, not having done that, the movant suffers waiver and the bond is allowed; that the movant's exhibit M/3 annexed to the movant's motion introduces new evidence which the Supreme Court is precluded by precedents to entertain.

As earlier indicated in this Opinion, the movant contends that the respondent's appeal bond is patently defective on the ground that the tax clearance annexed to the appeal bond is fraudulent on its face. To demonstrate the fraudulent nature of the tax clearance, the movant attached to its motion a letter purporting to be from the Liberia Revenue Authority which indicates that the Authority did not issue the said tax clearance. If this is to be accepted, it constitutes a serious defect in the bond. However, in this jurisdiction, it is the law that this Court does not take evidence. The instrument referred to hereinabove was never pleaded in the court below nor was it a part of the records certified to this Court from the court below. Should this Court take countenance of this instrument, it will be giving consideration to evidence not previously produced during the hearing of the case. Had this instrument being an affidavit duly sworn to by the author, then and in that case, it will be given due consideration. In the absence of such, the Court cannot consider that instrument as the basis for the dismissal of the respondent's appeal. *Gonsahn et al v. Vinton et al* 37 LLR 47 (1992), *Lib Wood Processing Corp. v. Allison et al*, 40 LLR 379 (2001), *Bah et al v. Henries et al*, 41 LLR 87 (2002)

Relative to the movant's averments that the respondent's surety failed to declare its assets, attach financial statement as proof of sufficiency to indemnify the movant, fail to deposit the judgment amount in an interest bearing escrow account, and failed to demonstrate that its surety is in the business of insurance by annexing its articles of incorporation, this Court says, it takes judicial notices of the certified records before it. The judgment under review does not contain a money judgment for which the movant will have to be indemnified in the event the respondent's appeal fails. What is at stake on this appeal is the cost for prosecuting a defense against the appeal which is nominal. Therefore, the provision of the Act establishing the Commercial Court requiring the deposit of the judgment amount in an interest bearing escrow account is not applicable in the instant case.

The other issues relative to the sufficiency of the respondent's appeal bond are indeed germane, and a review of the said bond shows that it violates the principle espoused by the Supreme Court in the case *Reeves v. Quaih Brothers*, *Supreme Court Opinion, March Term, 2013*, this certainly renders the bond defective and as such a ground for the dismissal of the appeal. However, This Court has expressed a strong preference for hearing cases on the merits and deciding them according to law and evidence rather than deciding them on motions to dismiss. *Lonestar Cell/ MTN v.*

Nathaniel Kevin, Supreme Court Opinion, March Term, A.D. 2019, Afriland First Bank (Liberia) Limited v. FMT Construction, Supreme Court Opinion October Term, A.D. 2019

WHEREFORE and in view of the foregoing, the motion to dismiss appeal is denied. The appeal ordered to be heard its merit. AND IT IS HEREBY SO ORDERED.

When this case was called for hearing, Counsellors J. Awia Vankan and Lucia Sonii Gbala of the Heritage Partners & Associates, Inc. appeared for the movant. Counsellor Sylvester D. Rennie of the Legal Watch Inc. appeared for the respondent.