Messrs. of LIMINCO v. His Honour Judge Paye et. al [2017] LRSC 1 (February 17,2017)

MESSRS. LIBERIA MINING, CORPORATION (LIMINCO) PETITIONER VS. HIS HONOR EMERY PAYE, ASSIGNED CIRCUIT JUDGE, SIXTH JUDICIAL CIRCUIT, MONTSERRADO COUNTY ANDMESSRS. FIDC, INC.. FIDC, Inc. RESPONDENTS

IN THE HONOURABLE SUPREME COURT OF REPUBLIC OF LIBERIA SITTING IN ITS OCTOBER TERM, A. D. 2016

PETITION FOR THE WRIT OF PROHIBITION

HEARD: August 18, 2016 DECIDED: February 17, 2017

MADAM JUSTICE YUOH DELIVERED THE OPINION OF THE COURT.

Ever and anon, the Supreme Court of Liberia has admonished all legal practitioners that the law is a noble profession and that it represents the embodiment of the moral of the society. The Court, in numerous opinions, has reiterated that this noble profession is good if practiced in the spirit that emboldened its creation, but it becomes a damnable fraud and iniquity when its true spirit is replaced by a spirit of mischief-making and money grasping. This Court has consistently warned that the love of fame suppresses and kills every celestial fire of consciousness as the righteousness of the heart is consumed by the love of money and calculated designs to thwart the pure intent of the law to satisfy an insatiable and avaricious desire. In re: The Petition of Benedict F. Sannoh et al., 35LLR 772 (1988); In re: The Petition of Cyril Jones et al., 34LLR 837 (1988). In re: the Petitions of Attorneys-At-Law for Admission into the Supreme Court Bar as Counsellors-At-Law, Supreme Court Opinion, March Term, A.D. 2014.

The case now before us is a classic illustration of how lawyers, in concert with their clients and some judges have failed to adhere to this wisdom championed by the Supreme Court and stooped low to debase our noble profession by crucifying their integrity on the altars of chicanery in exchange for wealth regardless of the dire consequential and ethical implications. So despicable were the ethical transgressions of these legal practitioners that even after the demise of one of their infamous leaders his notoriety lives after him, haunting his unethical partners in schemes. However, in as much as we would like to quickly present their schemes at this point, we are cautioned by custom and tradition to first present the facts in their respective chronology, detailing every circumstance as the records have provided.

To ensure a better appreciation of the Court's analysis and final conclusion in this matter rigged with unprecedented legal maneuvers and irregularities, we have decided to address each such maneuvers and irregularities as they present themselves. Also, for clarification purposes, we shall refer to the co-respondent, Finance Investment and Development Corporation (FIDC), as either FIDC/Sochor or FIDC/Juha in order to distinguish the role of the corporate leadership in certain areas from those of the other of these proceedings.

The records certified to this Court show that on February 4, 2003, the Government of Liberia, through the then Liberia Mining Company (LIMINCO), entered into a sales agreement with Messrs. Finance Investment and Development Corporation (FIDC) Inc., a registered Liberian company represented by its President, Mr. Karel Sochor. As per policy of Government, the agreement was witnessed and attested to by the then Minister of Justice, Counsellor Koboi Johnson. The said agreement provided inter alia, for the sale of iron ore weighed between 600,000 to 850,000 metric tons owned by LIMINCO and stockpiled at the

Port of Buchanan, Grand Bassa County. We quote below the full text of the agreement as follow:

AGREEMENT FOR SALE OF IRON ORE

THIS AGREEMENT FOR SALE OF IRON ORE is made and entered into this 4thday of February, A.D. 2003, by and between the Liberia Mining Corporation (LIMINCO), a corporation duly established under the Laws of the Republic of Liberia, represented by its President, Hon. Anthony W. Deline, II, hereinafter referred to as "SELLER" and FIDC, Inc., Congo Town, P.O. Box 3334, Monrovia, Liberia, represented by its President, Karel Sochor, hereinafter referred to as "BUYER", hereby

WITHESSETH:

WHEREAS, the Seller has agreed to sell and the Buyer has agreed to purchase and take delivery of approximately 800,000 metric tons of iron ore presently existing in the stockpile at the Port of Buchanan, Grand Bassa County, Republic of Liberia, on as "AS IS", "WHERE IS" basis, subject to and upon the terms and conditions as hereinafter set forth

NOW, THEREFORE, for and in consideration of the exchange of promises, the buyer and seller covenant and mutually agree, as follows:

DEFINITIONS

The following terms shall, unless the context otherwise require have the meanings respectively assigned to them as follows:

1.1 "Iron Ore" means qualified ore presently existing in the stockpile at the Port Of Buchanan, Grand Bassa County, Republic of Liberia.

1.2 "As Is" "Where Is" means 800,000 metric tons of iron ore fines at LIMINCO site, Buchanan Port, Grand Bassa County, Republic of Liberia.

1.3 "Loading Port" means the iron ore quay at the Port of Buchanan, Grand Bassa County, Republic of Liberia and unrestricted access to and use of this facility for loading of iron ore in order to expedite loading and dispatch of vessels.

SPECIFICATIONS:

The Seller shall deliver and the Buyer shall take delivery of LIMINCO's iron ore fines, hereinafter referred to as the "ORE" on an "AS IS" "WHERE AS" basis. Seller guarantees that the Fe content of the ore is 63% (sixty-three percent of iron)

PRICE

The price of the iron ore shall be

TONNAGE

The total minimum tonnage is about 600,000 metric tons; total maximum tonnage is about 850,000 metric tons.

COMMENCEMENT OF SHIPPING

6.0 USE OF PORT FACILITIES

The Buyer shall have the unrestricted access to and use of the iron ore quay stocking, conveying and subsequent loading of the iron ore. The Seller, who is also the owner of the quay, shall take steps as may be necessary to ensure the unrestricted access to and use by the Buyer of the iron ore quay;

7.0 PAYMENT

The Buyer shall provide a bank guarantee to support the purchase of 80,000 metric tons of iron ore at US$7 per ton, i.e. $560,000 (Five Hundred Sixty Thousand United States Dollars) monthly upon signing of this Agreement. Payment shall be made to the Seller by Certified Check drawn on a local bank upon completion of loading of the buyer's vessel. As the buyer intends to make two shipments of 40,000 (forty thousand) metric tons monthly, two payments of US$280, 00.00 (two hundred eighty thousand United States Dollars) will be made to the seller for each shipment.

8.0 FORCE MAJEURE

Except as otherwise provided in Clause 8, all cases of Force Majeure, including wars, riots, insurrections, civil commotions, strikes, lock-outs, acts of God, explosions, floods and other caused beyond the influence or control of the Buyer or Seller, shall exempt the Buyer from his obligation to take delivery of the iron ore as provided in Clause 8.

Force Majeure related to the loading port and land transportation between the stockpile and the Loading Port are equally valid under this Agreement.

Should a case of Force Majeure last for less than three months, the non-delivered quantities shall be delivered as soon as Force Majeure is ended.

Except as otherwise provided in the Clause 8, should the Force Majeure period exceed three months, the non-delivered quantities shall be cancelled, unless otherwise agreed by the two parties.

If any hindrance of performance referred to in this Clause 8 shall be partial, only deliveries shall, so far as reasonably practicable, be pro rata with other then existing arrangements of Buyer or Seller, as the case may be.

Seller or Buyer shall give notice to the other of the exercise of the right to suspend deliveries or receipts under this paragraph promptly following the occurrence of any such impediment or hindrance of performance mentioned above;

9.0 ASSIGNMENT

This Agreement may be assigned by the Buyer with notice in writing to the Seller. Provided, however, that the Buyer shall be held responsible in the event of non-performance of the assignee;

10.0 TAXES, DUTIES AND DOCUMENTATION

Any and all export duties, including taxes levied on the ore and document such as veritas certificate, export permits, etc. shall be borne by the Seller. The Buyer shall enjoy duty-free privileges on the importation of all equipment imported to facilitate the loading of the ore. Equipment shall include but shall not be limited to all heavy duty earthmoving equipment, mechanical and all electrical components, as well as vehicles, 4 wheel drive, buses, trucks, materials components, accessories, parts, tools, etc. and other goods which are directly used for the implementation of this Agreement. The Buyer shall present to the Seller a complete listing of those equipment to be imported duty-free under this Agreement. The granting of

duty-free privileges shall be approved by the Ministry of Finance on behalf of the Seller. In the event the Buyer elects to sell any of such equipment and materials, the Buyer shall ensure that any duties on said equipment and materials are paid to the Government of Liberia prior to any such sale to third parties;

11.0 INSURANCE

Insurance shall be effected by the Buyer. In the event of a loss of a cargo or iron ore, the Buyer shall pay the Seller the price specified in Clause 3 for such cargo;

12.0 INDEMNITY

Seller shall indemnify both the Seller and Buyer in the event a lien is placed on the Iron Ore. This indemnity shall remain in force until said lien is cleared by Seller. All costs for the removal of such lien shall be borne by the Seller.

13.0 ARBITRATION

If at any time during the continuance of this Agreement there shall be any question or dispute with respect to the construction, meaning or effect of this Agreement, or any provision thereof, or arising out of or in connection with this Agreement, or concerning the rights or obligations hereunder, such dispute or question shall be referred to arbitration within seven (7) days, to a panel of three arbitrators; one to be appointed by each party and the third to be appointed by the two arbitrators so chosen;

14.0 NOTICE

All notice requests or other communications required by the provided or relative to this Agreement shall be in writing and shall be sufficiently served if personally delivered or sent by registered mail until otherwise changes by the parties. Cables, telegrams and telecopy shall be considered as written communications but they shall be confirmed by letter.

1) In the case of SELLER, to:

Liberia Mining Corporation
P. O. Box 10
Broad & Buchanan Streets
Monrovia, Liberia
Attention: The President

In the case of Buyer, to:

FIDC Inc.
P.O. Box 3334
Clara Town
Bushrod Island
Monrovia, Liberia
Attention: The Chairman

15.0 STAFF

It is hereby further understood and agreed by the parties hereto that the Buyer shall employ the service of trained manpower subject to reasonable negotiated employment terms.

16.0 TERMINATION

The parties agree that this Agreement may be terminated by either party by giving sixty (60) days written notice in the event of default or breach of the terms and conditions herein or the failure of either party to perform any of the covenants undertaken hereunder. Provided, however that any termination for cause shall be effective and in the event that the defaulting party does not remedy the situation complained of in the notice before the expiry of the sixty (60) days period. If such situation shall have been remedied, the notice of termination shall become null and void as though it had never been issued. Additionally, if the Buyer becomes insolvent or bankrupt or goes into liquidation, the Seller may terminate on sixty (60) days' notice. In any event, notice of termination does not prejudice the right of any party to have recourse to arbitration in accordance with this Agreement.

17.0 GOVERNING LAW

The Agreement shall be construed in accordance with and all rights and obligations accruing to either party hereto shall be governed by the laws of the Republic of Liberia.

18.0EFFECTIVE DATE

This Agreement shall become effective upon execution by the parties, attestation by the Minister of Justice and opening the letter of credit in accordance with Clause 7 hereof, failing which neither party shall have any rights, duties and or obligation growing out of this Agreement.

In 2003 there was a change in the Government as an outcome of the civil war. Under an ECOWAS arrangement the Government of President Charles G. Taylor was replaced by an Interim Government headed by Charles Gyude Bryant. It was during this transitional period that the new Minister of Lands, Mines and Energy, Jonathan Mason by a letter dated January 15, 2004, forwarded to the then Minister of Justice, and Attorney General, Counsellor Kabineh M. Ja'neh, the February 4, 2003, iron ore Sales Agreement entered into between the Government of Liberia and FIDC/Sochor, with a request that the Ministry of Justice advise on the validity of the Agreement. The records show that before the Ministry of Justice could render its advice on the Sales Agreement, LIMINCO, on January 16, 2004, entered into another sales agreement for the self-same iron ore at the Port of Buchanan with Chandong International Trading, a Chinese company. Subsequently, via a letter dated January 22, 2004, the Minister of Justice and Attorney General transmitted his response to the Minister of Lands, Mines and Energy, wherein he advised and declared that the Sales Agreement with FIDC/Sochor was still valid and enforceable; and that LIMINCO lacked the authority to unilaterally cancel said Sales Agreement with FIDC/Sochor. Because we are in full agreement with the Attorney General's advice regarding the sanctity of contracts which the Supreme Court has always upheld in numerous cases, Cooper- Daniels and Luke v. Buccimazza Industrial Works Corporation, 33LLR 557, 563 (1985); Weasua v. The Ministry of Labour, 40LLR 225, 240 (2000);Harris v. Mercy Corps, Supreme Court Opinion, October Term, A.D. 2006, we herein quote verbatim the letter of the Attorney General as follow:

January 22, 2004

Honourable Jonathan B. Mason
Minister of Lands, Mines & Energy
Ministry of Lands, Mines & Energy
Monrovia, Liberia

Dear Minister Mason:

It is our honor to acknowledge with thanks, receipt of your letter of January 15, A.D. 2004, reference NTGL/JAM/006/MLM & E/'04, requesting our legal opinion regarding the validity of a contract concluded between the Liberia Mining Company "LIMINCO", representing the interest of the Government of Liberia and FIDC, Inc. Inc. a corporation duly organized and operating under the laws of Liberia. Your request is consistent with the duties and functions of the Minister of Justice/Attorney General of the Republic of Liberia as enshrined in Chapter 22, section 22.2 (c) of the New Executive Law. Therein it is provided that as part of the duty of the Minister of Justice, especially when so requested, to "furnish opinions as to legal matters and render services requiring legal skill to the President and other agencies of the executive branch of Government.

Accordingly, we have reviewed the instruments made available and have found the following as the relevant facts to wit:

On February 4, 2003, an "Agreement or Sale of Iron Ore" was signed between the Liberia Mining Corporation (LIMINCO) as seller and FIDC Inc., as buyer. The Agreement was signed on behalf of LIMINCO by its President, Mr. Anthony W. Deline, II, for FIDC, by its President, Mr. Karel Sochor and the then Minister of Justice, Counsellor L. Koboi Johnson attested thereto.

Thereafter, the boards of directors of all public corporations were dissolved and although some boards were subsequently reconstituted, it is our understanding that in the instance of LIMINCO's, this was not the case. It is a matter of public knowledge that the only person appointed to LIMINCO's board was Mr. Francis L.M. Horton, who has generally not been resident in Liberia. It would be even a fair statement to say that LIMINCO did not have a functioning board of directors in February 2003 when the Agreements were executed.

However, only forty five days thereafter and in a subsequent letter dated January 12, A.D. 2004, Mr. Gbollie informed FIDC that its agreement was no longer genuine because it was done in total isolation of the Minister of Finance who happens to be the Chairman of the board of directors and whose signature, as provided by statute, must appear on all agreements regarding the disposition of all corporate assets of LIMINCO. Unfortunately, we have been unable to see the statute of reliance for this disposition taken by Mr. Gbolie, our diligent searching notwithstanding.

The facts as outlined supra raise these critical issues.

Issue # 1:

In keeping with law, practice and procedure hoary with time in this jurisdiction, does the president of a government public corporation, which is also one of the parties to a contract, have the authority and competence to declare the contract canceled?

Article III of the Liberian Constitution prohibits any person holding office in one branch of government from exercising "…any of the powers assigned to either of the other two branches…."

As a matter of law, cancellation of a contract/agreement is an authority inherently judicial, in nature, character and function. It is noteworthy that under our constitutional doctrine of separation of powers, members of either of the other two branches of government, i.e. the Executive and Legislative Departments, are specifically prohibited the two branches of Government from performing judicial functions. The principle has repeatedly prohibited from performing judicial functions. The principle has repeatedly been enunciated and reaffirmed by our Supreme Court, as early as 1914 in the case*: In re: The Constitutionality of the Act of the Legislature of Liberia, Approved January 20, 1914:* in *Avad versus William E. Dennis, Jr.,*

Minister of Commerce 23 LLR 165 (1974), and more recently, *in Bah versus J.T. Philips, Minister of Finance, 27 LLR 210 (1978)*. In the Bah case, the Supreme Court reversed the action of the Minister of Finance who had attempted to unilaterally cancel a bond without reference to the courts. Unfortunately, it is this cancellation, a constitutional and statutory judicial function that Mr. Gbollie sought to exercise as manifested in his January 12, A.D. 2004 letter to FDIC Inc.

In *Wolo versus Wolo, 5 LLR 423*, (1937), the Supreme Court handed down a landmark decision interpreting what constitutes due process of law. The Court said: "It means certain fundamental rights which our system of jurisprudence has always recognized. The constitutional provisions that no person shall be deprived of life, liberty or property without due process of law extend to every governmental proceeding which may interfere with personal or property rights, whether the proceeding be legislative, judicial, administrative or executive …." Text on page 428.

In the Bah opinion, the Supreme Court, citing and relying on the *Wolo case*, ruled that: "Since that time, [the rendition of the Wolo opinion in 1937], we have gone on record consistently in restating our position on this principle [a party's constitutional right to due process] where parties have been deprived of their day in court." *27 LLR 210,229*.

Based on the foregoing principles of law, our opinion is that only a court of competent jurisdiction can legally effect the cancellation of the Agreement, and only after FIDC shall have been afforded all its constitutional [to] due process rights.

Additionally, Article 20(a) of the Liberian Constitution provides that no person shall be deprived of his property rights without due process of law or any provision regarding the rights and obligations of the parties will be submitted to arbitration.

Issue # 2:

In February 2003, when the Agreement was executed, was the Minister of Finance the Chairman of LIMINCO's board of directors and by statute required to sign the Agreement?

Our research reveals that in 1998, the National Legislature enacted a statute titled, AN ACT TO REPEAL THE VARIOUS STATUTORY PROVISIONS MANDATING STATUTORY APPOINTMENTS TO THE BOARDS OF DIRECTORS OF PUBLIC CORPORATIONS AND TO SIMULTANEOUSLY GRANT SAID POWERS TO THE PRESIDENT OF LIBERIA. The statute was approved on June 3, 1998 and became law with its publication in handbills on June 23, 1998.

Our opinion on this issue must be that the historical facts do not support Mr. Gbollie's allegation that the Minister of Finance was the statutory Chairman of LIMINCO's board of directors in February A.D. 2003. Much to the contrary, the evidence is conclusive that not only was the Minister of Finance NOT Chairman of LIMINCO's board, but that he was not even a member, and therefore could not have been expected to be a signatory to the Agreement.

Issue#3

Whether the doctrine of estoppel is applicable to prevent LIMINCO from repudiating its action after not only has [it] executed the Agreement but also receiving and retaining financial benefits there under?

The facts are undisputed that FIDC made an initial shipment for the ore in July 2003, paid LIMINCO US$186,000.00 for this shipment and obtained official receipts from LIMINCO. It is also undisputed that both the former and present presidents of LIMINCO on separate and different occasions, although not required under the agreement, provided written acknowledgements of the continuing validity of the contract. The most recent acknowledgement was on December 1, 2003, when Mr. Gbollie, the present LIMINCO president also requested an advance payment of US$50,000.00 to be applied against future shipments after FIDC resumed shipments of the ore.

The parties agreed in Article 17 of the Agreement that Liberian law would govern and control the rights and obligations of the contracting parties. The controlling laws in this jurisdiction in respect of the doctrine of estoppel:

"The plea of estoppel is a good and well founded plea and will prevent a party from denying his own acts, and neither law nor equity will permit a party from disclaiming his acts" Knowlden versus Johnson 39 LLR 345 (1999).

"Under the doctrine of estoppel, a party to a stipulation is estoppel from declaring its action to be illegal and in so doing, taking advantage of his own action. Koon versus Jleh, 39 LLR 329, (1999).

"A party will not be allowed to maintain a position inconsistent with the position under which he has received and accepted benefits." Kartoe and Williams versus Inter-Con Security System, Inc., 38 LLR 415 (1999).

"Where one having the right to accept or reject a transaction takes and retains benefits there under, he/she is bound by it, and cannot avoid its obligation of effect by taking a position inconsistent therein." Elias Brothers Company Limited versus Wright, 37 LLR 695, (1994).

"A party cannot rescind a contract while he affirms it by acceptance of benefits under it." 22 LLR, 168, syl. 3 text at 176-177.

It is clear from the review of our Supreme Court opinions that the doctrine of estoppel is applicable and will prohibit LIMINCO from attempting to repudiate its voluntary actions in negotiating and executing the Agreement and thereafter receiving and retaining financial benefits under the Agreement.

Issue # 4:

Are the arbitration provisions of an agreement enforceable under Liberian law?

Chapter 64, Section 64.1 of the Liberian Civil Procedure Law provides that "A written Agreement to submit to arbitration and controversy existing at the time of the making of the agreement or any controversy thereafter arising is valid, enforceable without regard to the justifiable character of the controversy…."

In Article 13 of the Agreement, the parties agreed that any question or dispute with respect to the construction, meaning or effect of this Agreement.

The parties to a contract are bind by the terms and condition therein. Clause 160 of the subject agreement provides for termination under certain conditions the records before us are void of any such notice and evidence on non-compliance after such notice. The letter of January 12, 2004, has no basis in both law and facts and does not and cannot constitute the cancellation/termination of the contract.

Finally, we observe that not only did Mr. Gbollie not provide the 60 days written notice of termination required in Article 16 of the Agreement, but he did not specify the default or beach of any of the provisions of the Agreement by FIDC which would have provided legal grounds for contemplating the issuance of the termination letter.

Having therefore carefully reviewed the facts, we herewith reiterate our conclusions as follow:

1. Cancellation of a contract is a judicial action and neither Mr. Gbollie nor any person similarly situated has a scintilla of authority under our law to unilaterally declare a contract invalid.

2. In harmony with the laws, practice and procedure hoary with time in this jurisdiction, it is our considered opinion that the Agreement for Sale of Iron Ore signed between the Liberia Mining Corporation and FIDC Inc., is and remains, until determined and declared otherwise by a court of law, enforceable and valid.

We are also of the opinion that if LIMINCO has a dispute as contemplated by the provision of section 13 of the subject agreement, same may be submitted to arbitration. AND IT IS SO ADVISED.

Kind regards,

Sincerely yours,

Kabineh M. Ja'neh
MINISTER OF JUSTICE & ATTORNEY GENERAL/R.L.

In acknowledging the legal soundness of the above quoted letter of the Attorney General, the Ministry of Lands, Mines, and Energy representing LIMINCO, entered into negotiations with FIDC/Sochor to amicably resolve the controversy, seeing that LIMINCO had already entered into a new Sales Agreement with the Chinese company, Chandong International Trading, while the agreement with FIDC/Sochor was still in full force and effect. The FIDC/Sochor was receptive to negotiating with the Ministry of Lands, Mines and Energy as the records show that in a shareholder's resolution referencing a board of directors resolution of March 3, 2004, the shareholders of FIDC/Sochor authorized one of its shareholders and corporate secretary, Mr. Nathaniel Barnes, to enter into and conclude negotiations with the Government of Liberia with regards to the assignment of FIDC/Sochor's rights under the Sales Agreement of February 4, 2003, and the return of and relinquishment of the iron ore to the Government. Mr. Barnes was also instructed to negotiate and execute an assignment agreement on behalf of the co-respondent FIDC/Sochor.

We quote hereunder, the FIDC/Sochor shareholders' resolution, to wit:

"SHAREHOLDERS' RESOLUTION OF FIDC, INC.

RE: ASSIGNMENT OF SALE AGREEMENT

RESOLVED, that the shareholders OF FIDC, Inc. ("the corporation") have reviewed the Board of Directors resolution of March 3, 2004 authorizing and empowering Mr. Nathaniel Barnes to enter into and conclude negotiation with the parties regarding the assignment of all the corporation's rights, interest and title in and to the agreement; and

RESOLVED, that the shareholders have endorsed and ratified the said Board of Directors Resolution authorizing Mr. Barnes to act for the Board;

1) Fix any and all terms and conditions of the assignment agreement; and

2) To negotiate the consideration to be received by the corporation; and

3) To execute the said assignment agreement for and on behalf of the corporation

RESOLVED, that as testimony of our expressed authorization of the aforesaid resolution, we the shareholders herein set our hands and affix our signatures to this resolution

_____
KarelSochor-Shareholder

_____
Peter Mlensky- Shareholder

_____
Nathaniel Barnes- Shareholder/ Secretary"

On March 23, 2004, pursuant to the above quoted resolution, Mr. Barnes entered into negotiations with the Government of Liberia and subsequently accepted the Government's offer that FIDC/Sochor relinquishes its rights under the February 4, 2003, Iron Ore Sales Agreement in consideration for the amount of US $450,000 (Four Hundred Fifty Thousand United States Dollars). In accordance with the agreement reached, an offer letter was prepared which was signed and acknowledged by Mr. Barnes, demonstrating FIDC/Sochor's acceptance of the amount of US $450,000 (Four Hundred Fifty Thousand United States Dollars) as full settlement for the relinquishment of its rights and entitlements under the February 4, 2003, iron ore Sales Agreement. The offer letter is quoted below, to wit:

"March 23, 2004

Messrs. FIDC, Inc.
Monrovia, Liberia

Gentlemen:

In refer [reference] to the agreement for the sales of iron ore executed between yourself and the Liberia Mining Company (LIMINCO).

In my capacity as Minister of Lands, Mines & Energy and Co-Chairman of the Board of Directors of LIMINCO, we are proposing payment to FIDC of Four Hundred Fifty Thousand United States Dollars (US $450,000.00) as a consideration for the relinquishment of FIDC's rights and entitlements under the agreement. The said payment of Four Hundred Fifty Thousand United States Dollars (US $450,000.00) is to be made within thirty (30) days of signing of this letter, and the effectiveness of this assignment is conditional upon FIDC's receipt of the amount.

For good order sake, we request that you sign in the space provided below as your acknowledgment that the contents of this letter constitute our agreement.

Kind regards,

Very truly yours,

Jonathan A. Mason
Minister of Lands, Mines & Energy
CO-Chairman, LIMINCO's Board of Directors

Acknowledged By:

_____
Nathaniel Barnes
Director-FIDC

Mr. Barnes also transmitted an irrevocable payment instructions dated March 24, 2004, to the Government of Liberia. In that communication Mr. Barnes specifically instructed the Government to pay the amount of Four Hundred Fifty Thousand United States Dollars (US $450,000.00) to the co-respondent, FIDC/Sochor's legal counsel, the Pierre, Tweh & Associates Law Firm and further stated that the instructions were final, irrevocable and superseded all prior understanding between the Government and FIDC/Sochor. As was done in the case of the offer letter, Mr. Barnes similarly requested the Government's acknowledgement of the FIDC/Sochor's letter of acceptance. As requested, the Ministry of Lands, Mines & Energy, on behalf of the Government of Liberia, signed the payment instructions, thereby demonstrating its acknowledgment, acceptance and confirmation thereof.

The FIDC/Sochor's irrevocable payment instruction of March 24, 2004, is quoted herein below, to wit:

"IRREVOCABLE PAYMENT INSTRUCTIONS

In refer [reference]to a letter dated March 23, 2004 from the Minister of Lands, Mines & Energy in his capacity as co-chairman of the Liberia Mining Company (LIMINCO) Board of Directors, in which capacity he acknowledged the assignment of its contract rights under the agreement for the sale of iron ore (the "Assignment Letter"). The assignment Letter provides for the payment to FIDC of Four Hundred Fifty Thousand United States Dollars (US $450,000.00) within thirty (30) days of the date aforesaid Assignment Letter.

By these presents, you are hereby instructed to pay the aforesaid amount of Four Hundred Fifty Thousand United States Dollars (US $450,000.00) to our counsel Pierre, Tweh & Associates, Palm Spring Building, Broad & Randall Streets Monrovia, for our account.

These instructions are final and irrevocable and supersede and satisfy all prior understandings regarding the payment of this amount. These instructions are to remain in full force and effect until the total amount shall have been received by Pierre, Tweh & Associates.

Please indicate your acknowledgment, acceptance and confirmation of these instructions by signing in the place indicated

Kind Regards,

Nathaniel Barnes

Director

ACKNOWLEDGED, ACCEPTED AND CONFIRMED:

_____
Honorable Jonathan A. Mason

Minister Lands, Mines & Energy
Co-Chairman, LIMINCO's Board of Directors"

Thereafter, the Government of Liberia tendered a check No. USD 00037452, dated April 13, 2004, drawn on Ecobank Liberia Limited in the amount of US $225,000.00 (Two Hundred Twenty-Five Thousand United States Dollars) in favor of the Pierre, Tweh & Associates Law Firm, representing partial payment of the amount of Four Hundred Fifty United States Dollars (US $450,000.00). The records show that the law firm received the check and issued a receipt therefor, dated April 13, 2004, signed by Counsellor James E. Pierre, Senior Partner of the Pierre, Tweh & Associates Law Firm. Also, a receipt dated April 14, 2004, confirmed the receipt and acknowledgment of the amount of US $225,000.00 (Two Hundred Twenty-Five Thousand United States Dollars) by Mr. Barnes from the Pierre, Tweh and Associates Law Firm, thus leaving a balance of US $225,000.00 (Two Hundred Twenty-Five Thousand United States Dollars) to be paid by the Government of Liberia.

About two months thereafter, that is, on June 9, 2004, Mr. Peter Mlensky, designated as manager and co-shareholder of FIDC/Sochor instituted an action of specific performance in the Sixth Judicial Circuit Court, Montserrado County against the Government of Liberia. The records before us show that unlike the shareholder resolution of March 3, 2004, designating and authorizing Mr. Barnes to negotiate with the Government of Liberia, we see no board resolution from FIDC/Sochor's board authorizing co-shareholder, Mr. Peter Mlensky to institute the action of specific performance on behalf of the corporation. The records also show that the petition, which was filed by Counsellor Flaawgaa R. McFarland, renounced the referenced FIDC/Sochor's board resolution of March 3, 2004, and the entire negotiations between the Government of Liberia and FIDC/Sochor. Mr. Peter Mlensky further denied that FIDC/Sochor ever relinquished its rights to the 850,000 metric tons of iron ore and stated that at no time did FIDC/Sochor authorize any lawyer to receive payment on its behalf. Mr. Peter Mlensky then prayed the trial court to compel the Government of Liberia to comply with the terms and conditions of the Sales Agreement of February 4, 2003, or alternatively pay the amount of US $4,000,000.00 (Four Million United States Dollars) to FIDC/Sochor as settlement for the relinquishment of its rights to the 850,000 metric tons of iron ore.

We note further from the records that there is no indication as to the requisite precept(s) being served on the Government of Liberia, to bring it under the trial court's jurisdiction, or as required by the principle of notice so that the Government would file returns to the action for specific performance. As a matter of fact, we have observed that besides the petition filed by Mr. Peter Mlensky there is no proof showing that the petition was ever heard on its merits in a regularly conducted proceeding.

However, the records show that on November 29, 2004, FIDC/Sochor, through two of its shareholders, Mr. Karel Sochor and Mr. Nathaniel Barnes, assigned FIDC/Sochor's purported contractual rights and entitlements to the iron ore stockpiled in Buchanan, Grand Bassa County, under the February 4, 2003, Agreement with the Government of Liberia and they also reportedly transferred their shares to Mr. Vladimir Juha, in consideration of an amount of US $500,000.00 (Five Hundred Thousand United States Dollars) on condition that Mr. Juha collects an amount of 2,000,000.00 purportedly owed FIDC/Sochor by the Government of Liberia. In assigning its purported rights, FIDC/Sochor stipulated that the Government of Liberia had made partial payment of US $350,000.00 (Three Hundred Fifty Thousand United States Dollars) and that the Government was indebted to it in the amount of US $2,000,000.00 (Two Million United States Dollars), to be collected by Mr. Juha, acting in FIDC/Sochor stead.

We also note from the records that this purported assignment of contractual rights and entitlements, as well as the conditional transfer of shares, was an exercise in futility. This is because, by March 23, 2004, FIDC/Sochor had already negotiated with and accepted the Government of Liberia's offer and did relinquish its rights under the February 4, 2003, Iron Ore Sales Agreement, in consideration for the amount of US $450,000.00 (Four Hundred Fifty Thousand United States Dollars) through its Legal Counsel, the Pierre, Tweh and Associates Law Firm and its authorized representative Mr. Nathaniel Barnes. We are equally concerned as to why Mr. Peter Mlensky who was purporting to be a co-shareholder in FIDC/Sochor had earlier filed the petition for specific performance in his lone name allegedly on behalf of FIDC/Sochor. Also there is no evidence in the records that the two shareholders of FIDC/Sochor ever notified the Government of Liberia, in writing, about the alleged assignment of its purported contractual rights under the Agreement of February 4, 2003, as provided for in clause 9.0 thereof which as earlier stated provides that "the agreement may be assigned by the Buyer (FIDC Sochor) with notice in writing to the Seller (the Government of Liberia)."

This Court further questions the motive or intention of FIDC/Sochor's action in denying the existence of any transactions leading to the relinquishment of its rights in or to the iron ore to the Government of Liberia as stated in its petition for specific performance. The Court wonders how it could now be recanting same by acknowledging that the Government was indebted to it, and indicating a different partial payment amount of US $350,000.00 without proof, as opposed to the partial payment of US $225,000.00 which was proven; the purported debt of US $2,000,000.00 which lacked proof as against the debt of US $450,000.00 which was supported by the evidence. We see this entire transaction between the Mr. Sochor and Mr. Barnes on behalf of FIDC/Sochor and Mr. Vladimir Juha as a scheme to defraud the Government of Liberia. We therefore conclude that FIDC/Sochor did negotiate and accept the Government of Liberia's offer as contained in the letter of March 23, 2004, quoted supra, and did issue the irrevocable payment instructions of March 24, 2004, to which the Government of Liberia complied with by making a partial payment of US $225,000.0 to FIDC/Sochor. It is trite law that a party to an agreement for any consideration, however small, cannot impeach his own deeds or be permitted to abrogate and repudiate his own acts. Harris v. Mercy Corps/Liberia, Supreme Court Court Opinion, March Term 2006; Norwegian Refugee Council v. Ernest F. Bana et al., Supreme Court Opinion, March Term 2008; Dennis et al v. K&H Constructions Company, Supreme Court Opinion, March Term 2008. Our conclusion on this point is premised on the fact FIDC/Sochor's inherent contradictions are demonstrative of its untruthfulness regarding the alleged US $2,000,000.00 debt, under the principle of law that states, "false in one is false in all." "falsus in uno, falsus in omnibus." Kpoto v. Kpoto, 34LLR 371, 380 (1987).

On December 31, 2004, the co-respondent, FIDC/Juha, represented, by Mr. Vladimir Juha filed in the Sixth Judicial Circuit Court, Montserrado County an instrument captioned 'amended action of damages for breach of contract' wherein it named the Government of Liberia as defendant. The records before us are completely void of an initial complaint being filed by co-respondent, FIDC/Juha; there is no written directions requesting the issuance of a writ of summons; there is no sheriff's returns showing the manner of service on the Government of Liberia to accord the Government of Liberia its constitutional right to due process as enshrined in numerous opinions rendered by this Court. Wolo v. Wolo, 5LLR 423(1937); Mulbah v. Dennis, 22LLR 46 49-50(1986); Express Printing House v. Reeves, 35LLR 455 464 (1988); UMC v. Cooper et. al., 40LLR 449(2001); Snowe v. Some Members of the House of Representatives, Supreme Court Opinion Special Session, 2007;LTA v. West Africa Telecom, Supreme Court Opinion March Term, 2009; Brown-Bull v. TRC, Supreme Court Opinion October Term, 2009;Williams v. Tah et al., Supreme Court Opinion

October Term 2011;Broh v. House of Representatives, Supreme Court Opinion, October Term, 2013. There is no notice of withdrawal of an initial complaint filed against the Government of Liberia, a pre-condition to the filing of an amended complaint; and there is no evidence of service of the so-called amended complaint on the Government of Liberia.

There being no evidence of any complaint, written directions, writ of summons and a sheriff's returns indicating service of the court's precepts on the Government of Liberia, the amended complaint supposedly in an action of damages for breach contract in all respect is a gross deviation from the Civil Procedure Law.

Our Civil Procedure Law with regards to the amendment of pleadings provides thus:

"Amendment to pleading permitted. At any time before trial any party may, insofar as it does not unreasonably delay trial, once amend any pleading made by him by:

(a) Withdrawing it and any subsequent pleading made by him;

(b) Paying all costs incurred by the opposing party in filing and serving pleadings subsequent to the withdrawn pleading; and

(c) Substituting an amended pleading." Civil Procedure Law Rev Code, 1:9.10

Absent compliance with these requisite provisions of the Civil Procedure Law, the amended action of damages for breach of contract filed by co-respondent FIDC/Juha was ultra vires, thus a legal nullity, and we so hold.

The records show that on a Saturday, April 16, 2005, the trial judge, His Honor Emery Paye, then presiding over the March A.D. 2005, Term of the Sixth Judicial Circuit Court, Montserrado County empanelled a special jury to hear the so-styled 'amended action of damages for breach of contract' a period when the regular jury for that Term was still empanelled. It is the law that a special jury can only be empanelled at the end of a term of a circuit court when civil cases remained pending on the docket. The requisite provision of the Civil Procedure Law instructive on this issue states thus:

"after the conclusion of a term of a Circuit Court when civil cases remain to be tried, a Circuit Court may in its discretion at the request of either party, order a special jury empanelled to try any civil case. The jury shall be selected in the same manner as other trial juries. Immediately after final judgment has been rendered in such a case the clerk of the court shall calculate the jury fee, including the costs of selecting and empanelling the jury, compensation of jurors, and other incidental expenses in connection with the jury." Civil Procedure Law, Rev. Code, 1:22.14.

We see absolutely no evidence in the records of even the slightest attempt by counsel or by the court to ensure that the standard and process stated in the statute were adhered to, given the magnitude and complexity of the claim advanced by the plaintiff. Instead, the Court sees the employment by the judge of an unorthodox procedure, a deliberate act having the effect of circumventing the law.

Upon illegally empaneling a special jury, the case was called on the same Saturday, April 16, 2005. Judge Emery Paye, by request of counsel for the co-respondent FIDC/Juha, entered a default judgment against the Government of Liberia and permitted the co-respondent FIDC/Juha, to perfect its imperfect judgment by producing four witnesses. We must express our amazement in that the trial court's minutes of April 16, 2005, is brilliantly written and surpass our every expectation when compared to the minutes regularly taken at the court at that point in time. Indeed we are prompted to know the name and qualification of the clerk of court who took the minutes to commend said clerk for demonstrating such astute skills

for a well prepared, well written, well punctuated 29 pages of minutes in a four hours day sitting of the court. We say a four hour day sitting due to the fact that the proceedings were being heard on a Saturday and by the Rules applicable to all courts, a court sitting on a Saturday is for only four hours, which is from 8:00 a.m. to 12:00 noon. We are further astonished over the fact that the co-respondent FIDC/Juha's first witness was Mr. Karel Sochor who upon taking the stand demonstrated a high level of ingenuity and unparalleled retentive memory by reciting verbatim the entire Sales Agreement of February 4, 2003, and the entire Attorney General's opinion of January 22, 2004, along with all the legal citations therein. The minutes show that Mr. Karel Sochor recited all these legal instruments off-hand before his lawyer even presented same to him for identification. This ingenious testimony of Mr. Karel Sochor was followed by the remaining three witnesses who also testified to the Sales Agreement of February 4, 2003, and the allegation that the Government of Liberia prohibited the FIDC/Sochor from taking possessing of the iron ore at the Port of Buchanan.

At the conclusion of the evidence by FIDC/Juha, Judge Emery Paye, on the same April 16, 2005, charged the purported 'special jurors' who subsequently returned a verdict in favor of the co-respondent, FIDC/Juha. The special jurors held the Government of Liberia liable to the co-respondent, FIDC/Juha in the amount of US $12,000,000.00 (Twelve Million United States Dollars) for what was referred to as 'first special damages'; US $750,000.00 (Seven Hundred Fifty Thousand United States Dollars) as 'second special damages'; US $1,500,000.00 (One Million Five Hundred Thousand United States Dollars) as general damages; and counsel fees of 10% of the special damages awarded. In total, the 'special jurors' awarded the amount of 15.9 million United States Dollars to co-respondent FIDC/Juha. This verdict was recorded and Judge Emery Paye scheduled his final ruling for April 20, 2005, stating on the minutes of April 16, 2005, that he would render final ruling without further notice to the Government of Liberia and that a lawyer would be appointed to take the ruling.

On April 20, 2005, Judge Emery Paye, being truthful to his word that he would enter final judgment without any notice to the Government of Liberia but also contrary to his word that a lawyer would have been appointed to take the ruling for and on behalf of the Government, proceeded to rule affirming the award of the special jury thereby depriving the Government of its day in court, or the opportunity of appealing the judgment and of any prospect of having the judgment examined by the Supreme Court. This Court says that the conduct of Judge Paye was designed to deliberately deprive the Government of its right to notice at every stage of the trial proceedings and its constitutional right to an appeal by his refusal to appoint or designate a lawyer. The Supreme Court has held thus:

"despite the fact that a party has failed to appear or plead, the trial court has a duty to have him notified of the trial proceedings, as a last or final chance to appear in the matter" Liberia Agricultural Company v. Reeves, 36LLR 867, 870 (1990); Bil-Clue etal., v. The Management of Mesurado Corporation, 41LLR 241, 247(2000)

Also,

"the essence of a court appointing attorney to represent a defaulting party at the rendition of final judgment is to fulfill the requirements of the statute which makes the granting of the right of appeal from every judgment mandatory, except that of the Supreme Court. The said statute [section 51.6 of the Civil Procedure Law] makes no distinction between a final judgment by default and a final judgment under regular proceedings in which both parties are present. Therefore, since the right to appeal is only exercised in open court by announcement after the rendition of a final judgment the statute requires that in order that the right to an appeal is not lost to a defaulting party, an attorney be appointed by the court to represent said defaulting

party, to move for a new trial, take exceptions to the final judgment, and to announce an appeal on behalf of the defaulter." LAMCO v. Bailey 33LLR, 461, 469-470(1985); Mitchell v. The Intestate Estate of the late Robert F. Johnson, 39LLR 467, 473(1999); Gray v. Kaba, 40LLR 38, 47(2000); United Logging Company v. Mathies, 41LLR 395, 401 (2003); The Intestate of the late Alhaji Massaquoi v. A.M.E Church, Supreme Court Opinion, October Term A.D. 2014.

We are compelled to express our grave concern and utmost dismay over the manner in which Judge Emery Paye debased his competence as a circuit judge by ignoring these rudimentary principles of law. We are also disappointed that a circuit judge having already contravened the law by illegally empanelling a special jury and then affirming the award by the said jury could compound his conduct by deliberately deciding to circumvent the right of appeal by the Government in all civil cases as contained in chapter 51 section 51.2 of the Civil Procedure Law.

The records show that after co-respondent, FIDC/Juha had obtained a judgment against the Government of Liberia, Counsellor Flaawgaa R. McFarland who represented the co-respondent, FIDC/Juha, in the purported amended action of damages, engaged in serious conflict of interest by simultaneously representing the interests of Mr. Vladimir Juha, and the interest of FIDC/Sochor. This Court take judicial cognizant of the case Sochor v McFarland, Supreme Court Opinion, March Term A.D. 2007, which show that Mr. Karel Sochor, through Counsellor McFarland, instituted a petition for cancellation of the shareholder agreement against Mr. Vladimir Juha in the Sixth Judicial Circuit Court, Montserrado County, again presided over by Judge Emery Paye, wherein Mr. Karel Sochor requested the trial court to cancel the equity holding of Vladimir Juha in FIDC on grounds that Mr. Vladimir Juha had defaulted on the agreed payment of US $500,000.00 (Five Hundred Thousand United States Dollars). On May 25, 2005, Judge Emery Paye rendered a final judgment in the cancellation proceedings, declaring the equity holding of Mr. Vladimir Juha in FIDC cancelled.

The Court's Opinion also shows that without the filing of a motion to rescind the first judgment of May 25, 2005, Counsellor McFarland again proceeded to the Sixth Judicial Circuit Court, Montserrado County, on July 7, 2005, and obtained another judgment adverse to Mr. Karel Sochor and in favor of Mr. Vladimir Juha. This second judgment was again rendered by Judge Emery Paye who, without any regards for the law, proceeded to rescind his ruling which he had made on May 25, 2005, in favor of FIDC/Sochor, thus reinstating the agreement between FIDC/Juha and FIDC/Sochor which we have declared a legal nullity. As can be recalled, this agreement assigned FIDC/Sochor purported rights and entitlements to the iron ore under the February 4, 2003 Agreement as the conditional sales of FIDC/Sochor's shares to FIDC/Juha.

The irregularity of the case was further compounded between March 31, 2006, and June 16, 2006, when the Sixth Judicial Circuit Court, Montserrado County, was presided over by Judge Karboi Nuta. In purporting to execute the 15.9 million United States Dollars final ruling of his predecessors, Judge Emery Paye, Judge Nuta designated the trial court as the "Seller and Messrs. Investment and Finance Corporation (IFC) as the "Buyer" to two separate sales agreement executed for the sale 40,000 metric tons of iron ore to IFC for the amount of US $500,000.00 (Five Hundred Thousand United States Dollars). It is disconcerting to note that regarding these two sales agreements both instruments were signed by Judge Nuta although the agreements carried the name of T. Ciapha Carey, then Sheriff of the Sixth Judicial Circuit Court, Montserrado County. The two sales agreements are quoted herein below, to wit:

"COURT'S APPROVED SALES AGREEMENT

This Sales Agreement entered into this 31st day of March, A.D. 2006, between the Civil Law Court, the Sixth Judicial Circuit Court, represented by and approved by the sitting Judge His Honour Karboi Nuta, and the Sheriff, Mr. T. Ciapha Carey, the Seller; and Messrs. Investment and Finance Corporation Inc., Ashmun Street, Monrovia, Liberia, represented by its General Manager Joseph Pekarek and its Managing Director Mr. Eric Sumo, the buyer do hereby reveal and agree as follows to wit:

Whereas the Civil Law Court Sixth Judicial Circuit Court has rendered a judgment in favor of Messrs. FIDC, Inc., represented by its President and Chairman of the Board of Director, Mr. Vladimir Juha, in the tune of US$15,000,000.00 (FIFTEEN MILLION UNITED STATES DOLLARS) dated April 25, 2005, to which there was no appeal announced;

Whereas further this court, the Sixth Judicial Circuit Court, commenced an execution process in early January, 2006; but was halted by the Honourable Justice in Chambers; of the Honourable Court of Liberia; and now the said halt order having been lifted and a mandate sent down to this court to proceed with the said execution of a stock pile of Iron Ore describes as follows to wit:

"the base FAS/fee alongside ship/under these quality specifications minimum: Fe-64%, P-0,061%, Si02-5,09, Al203-0,85% moisture 8%, MgO-0,019%, sizing: plus 6,3 millimeters 13% minus 100 mesh – 30% minus 200 mesh 15%' …situated at the Buchanan Port, Buchanan City, Grand Bassa County constituting approximately 20,000 metric tons of Iron Ore concentrate whereas further this court is under obligation to raise 15,000,000.00 as total damages against Messrs. Liberia Mining Corporation in favor of Messrs. FIDC; the iron ore stock pile at Buchanan Port, Buchanan City, Grand Bassa County, becomes the focus point in this contract.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS TO WIT:

Whereas further during the March Term, A.D. 2005, this Court, took the additional step to grant a motion for Receivership, on the same said 800,000 stock piled of iron ore then in Buchanan and Bong Mines, Bong County, until a Final Judgment was rendered in the future, in the above case; this was because the Respondents were violating the Terms of the Injunction by removing large portions of the deposited 800,000.00 metric tons of iron ore, and selling it abroad.

The conditions of the ruling in the motion for receivership, rendered connected and identified iron ore products at Bong Mines, Bong County as belonging to the same ownership, the Government of Liberia; which is the principal of the Liberia Mining Company, Co-Defendant in the action of damages, out of which ruling this contract derives.

Whereas further according to the history of this case, the Defendants, the Liberia Mining Company and Messrs. Chandon International despite court's injunctions, and orders, went ahead sold, and removed 780,000 metric tons of the then previously 800,000 metric tons stock pile of iron ore in Buchanan.

Whereas the Civil Law Court Sixth Judicial Circuit Court has rendered a Final Judgment in favor of Messrs. FIDC, Inc. represented by its President and Chairman of the Board of Director, Mr. Vladimir Juha, in the tune of US$15,000,000.00 (FIFTEEN MILLION UNITED STATES DOLLARS) dated April 25, 2005, to which there was no appeal announced.

Whereas further this court, the Sixth Judicial Circuit Court, commenced an execution process in early January, 2006; but was halted by the Honourable Justice in Chambers; of the Honourable Supreme Court of Liberia; and now that the said halt order having been lifted and a mandate sent down to this court to proceed with the said execution.

Whereas further on April 6, 2006, writs of Execution, Possession and a Bill of Costs were prepared and served on all parties and approved by this Court, thru His Hon. Korboi Nuta; then presiding in the March Term A.D. 2006.

Whereas as further on June 16, 2006, this Court entered into a Sale Agreement with Messrs. Investment and Finance Company Inc. for the purchase of the said 20 thousand remaining balance of the said previously located 800,000 metric tons of iron ore in Buchanan; and Messrs. Investment and Finance Company has paid the total price as approved by the Court and the buyer, against receipt; and finally

Whereas there is still a balance of 780,000.00 (Seven hundred eighty thousand metric tons of iron ore) to be collected, received, and sold in favor of the buyer in this contract; and hence the Bong Mines Legal involvement; covering all forms of iron ore deposited there at.

NOW THEREORE THE PARTIES AGREE AS FOLLOWS TO WIT:

1 The seller the Sixth Judicial Circuit Court has accepted a proposal from Messrs. Investment and Finance Corporation, Inc., for the purchase of the said iron ore stock piled in Buchanan City; now a subject matter of sale.

2 The price of the said iron ore stock pile in Buchanan Grand Bassa County is placed at US$10.00 per metric tons and realizing a total sales price of US$200,000.00.

3 The seller and the buyer have agreed upon the above price for the sale of the total iron ore stock pile in Buchanan City, Grand Bassa County for the benefits of the parties under the November 29, 2004 sales agreement between them and the sellers of FIDC Messrs. Karl Sochor and Nathaniel Barnes on the one hand as sellers and Mr. Vladimir Juha, on the other hand as the buyer, respectively; all of them by and thru the authority of this Court.

4 Expenses Re: the realization of the April 25, 2005 US$15,000,000.00 Final Judgment shall be a priority Re: the distribution of all proceeds coming from this agreement; this include legal fees and expenses leading to the realization of said April 25, 2006 judgment.

5Payment of the total value of the iron ore deposit shall be made within seventeen working days after the signing of this Sales Agreement by irrevocable Bank Managers Check from any reputable bank in Monrovia City, Republic of Liberia in favor of the seller the Sixth Judicial Circuit Court in the name of the Sheriff, Mr. T. Ciapha Carey.

6 Either Party may call for a pre-delivery conference on matter of interest halting or intruding with the operation of delivery of the said iron ore or with the shipment or the said iron ore in any manner or form. Such conference shall immediately be called and held among the parties. The seller promises not to be of hindrance to the overall process of delivery of the said iron ore.

7 The seller the Sixth Judicial Circuit Court of Montserrado County shall be responsible for the enforcement of this contract to the letter; as it is based upon its judicial authority and power that the buyer has relied upon and invested in this Sales Agreement ….Accordingly, the seller pledges, confirms and affirms that it shall protect the buyer from the period of affixing signatories to this contract, to the point of the safe transportation of the said iron ore outside of the bailiwick of the Republic of Liberia.

8 The Buyer shall have the unrestricted access to and use of the iron ore quay for stocking, conveying the subsequent loading of the iron ore at the Buchanan Port, Grand Bassa County.

9 All cases of force majeure, including wars, riots, insurrections, civil commotion, strikes, lock-outs, acts of God, explosions, flood and to other causes beyond the influences of control of the Buyer or the Seller, shall exempt the Buyer from his obligation to take delivery of the Iron Ore as provided in Count 10 infra.

10 Proof of notification of partial mobilization of equipment and personnel shall be given within 45 days after the signing of this agreement. Except as otherwise approved of the parties.

11 The parties to this Sale Agreement also concede and accept, confirmed and affirmed evidence, that there exists about another 20,000 metric tons of iron ore not together in one pile, with the 20,000 metric tons of iron ore already contracted for, and paid for. Here reference is made to about a second 20,000 metric tons of Iron Ore scattered about and around the original pile of 20,000 metric tons of iron ore at the Buchanan Port, Grand Bassa County. Accordingly, the parties agree that there being a degree of uncertainty as to the exact quantity of iron ore scattered around, the parties accept the terms and conditions that payment for this total 20,000 metric tons of ore shall be paid for at the time of shipment, when same shall have been weighed and paid for ….meaning payment for the scattered iron ore shall be made at the time of shipment and removal from the Republic of Liberia.

Wherefore and in view of the above presentation agreed upon, the parties the Sixth Judicial Circuit Court and the Investment and Finance Corporation, Inc., do hereby confirm their faith and aspirations in the total fulfillment of this Sales Agreement to the benefits of all parties, as follows by the below signatures:

_____

_____

The Seller, the Sixth Judicial Circuit Court, Montserrado County Investment represented by the Sheriff, Finance Corporation, Inc
T.Ciapha Carey and approved
by the assigned and presiding
Judge His Honor Karboi Nuta.
The Seller in this contract
Approved by: _____
His Honor Karboi Nuta
Assigned and Presiding
Judge, March Term, 2006

Joseph Pekarek
General Manager
and

_____

_____

Witnesses:

Eric Sumo, Managing Director
Investment and Finance Corporation
The buyer in this contract

Cllr. Flaawgaa R. McFarland

This Sales Agreement entered into this 16th day of June, A.D. 2006, between the Civil Law Court, the Sixth Judicial Circuit Court, represented by and approved by the sitting Judge His Honour Karboi Nuta, and the Sheriff, Mr. T. Ciapha Carey, the Seller; and Messrs. Investment and Finance Corporation Inc., Ashmun Street, Monrovia, Liberia, represented by its General Manager Joseph Pekarek and its Managing Director Mr. Eric E. Sumo, the Buyer do hereby reveal and agree as follows to wit:

Whereas the Civil Law Court Sixth Judicial Circuit Court has rendered a judgment in favor of Messrs. FIDC, Inc. represented by its President and Chairman of the Board of Director, Mr. Vladimir Juha, in the tune of US$15,000,000.00 (FIFTEEN MILLION UNITED STATES DOLLARS) dated April 25, 2005, to which there was no appeal announced;

Whereas further this court, the Sixth Judicial Circuit Court, commenced an execution process in early January, 2006; but was halted by the Honourable Justice in Chambers; of the Honourable Court of Liberia; and now the said halt order having been lifted and a mandate sent down to this court to proceed with the said execution of a sock pile of iron ore describes as follows to wit:

"the base FAS/fee alongside ship/under these quality specifications minimum: Fe-64%, P-0,061%, Si02-5,90, A1203-0,85%, moisture 8%, MgO-0,019%, sizing: plus 6,3 millimeters 13%, minus 100 mesh – 30%, minus 200 mesh 15%"…..situated at the Buchanan Port, Buchanan City, Grand Bassa County constituting approximately 20,000 metric tons of iron ore concentrate whereas further this court is under obligation to raise 15,000,000.00 as total damages against Messrs. Liberia Mining Corporation in favor of Messrs. FIDC; the iron ore stock pile at Buchanan Port, Buchanan City, Grand Bassa County, becomes the focus point in this contract.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS TO WIT:

1. The Seller the Sixth Judicial Circuit Court has accepted a proposal from Messrs. Investment and Finance Corporation, Inc., for the purchase of the said iron ore stock pile in Buchanan City; now a subject matter of sale.

2. The price of the said iron ore stock pile in Buchanan, Grand Bassa County is placed at US$10.00 per metric tons and realizing a total sales price of US$200,000,00.

3. The seller and the buyer have agreed upon the above price for the sale of the total iron ore stock pile in Buchanan City, Grand Bassa County for the benefits of the parties under the November 29, 2004 Sales Agreement between them and the Sellers of FIDC Messrs. Karel Sochor and Nathaniel Barnes on the one hand as Sellers and Mr. Vladimir Juha, on the other hand as the Buyer, respectively; all of them by and thru the authority of this court.

4. Expenses Re: the realization of the April 25, 2005 US$15,000,000.00 Final Judgment shall be a priority Re: the distribution of all proceeds coming from this agreement; this include legal fees and expenses leading to the realization of said April 25, 2005 judgment.

5. Payment of the total value of the iron ore deposit shall be made within the seventeen working days after the signing of this Sales Agreement by irrevocable Bank Managers Check from any reputable bank in Monrovia City, Republic of Liberia in favor of the Seller, the Sixth Judicial Circuit Court in the name of the Sheriff, Mr. T. Ciapha Carey.

6. Either Party may call for a pre-delivery conference on matter of interest halting or intruding with the operation of delivery of the said iron ore or with the shipment or the said iron ore in any manner or form. Such conference shall immediately be called and held

among the parties. The seller promises to be of hindrance to the overall process of delivery of the said iron ore.

7. The Seller the Sixth Judicial Circuit Court of Montserrado County shall be responsible for the enforcement of this contract to the letter; as it is based upon its judicial Authority and Power that the buyer had relied upon and invested in this Sales Agreement…..Accordingly the seller pledges, confirms and affirms that it shall protect the buyer from the period of affixing signatories to this contract, to the point of the safe transportation of the said iron ore outside of the bailiwick of the Republic of Liberia.

8. The Buyer shall have the unrestricted access to and use of the Iron Ore quay for stocking, conveying subsequent loading of the iron ore at the Buchanan Port, Buchanan City, Grand Bassa County.

9. All cases of force majeure, including wars, riots, insurrections, civil commotion, strikes, lock-outs, acts of God, explosions, flood and to other causes beyond the influences of control of the Buyer or the Seller, shall exempt the Buyer from his obligation to take delivery of the iron ore as provided in Count 10 infra.

10. Proof of notification of partial mobilization of equipment and personnel shall be given within 45 days after the signing of this agreement. Except as otherwise approved of the parties.

Wherefore and in view of the above presentation agreed upon, the parties the Sixth Judicial Circuit Court and the Investment and Finance Corporation, Inc., do hereby confirm their faith and aspirations in the total fulfillment of this Sales Agreement to the benefits of all parties, as follows by the below signatures:

_____ _____

The Seller, the Sixth Judicial
Circuit Court, Montserrado County
represented by the Sheriff,
T. Ciapha Carey and approved
by the assigned and presiding
Judge His Honor Karboi Nuta
The Seller in this contract

Joseph Pekarek
General Manager Investment
and Finance Corporation, Inc

Approved by: _____
His Honor Karboi Nuta
Assigned and Presiding
Judge, March Term, 2006

_____ Witnesses:

_____

Eric Sumo, Managing Director
Investment and Finance Corporation
The buyer in this contract"

Cllr. Flaawgaa R. McFarland

We are rather taken aback by this new practice introduced into the judicial jurisprudence of this nation by Judge Nuta. The courts of Liberia have never been parties to any contract for the sale of any good or items in the enforcement of its judgment. It is the winning parties that seek the enforcement of the judgment. The prerogative of the court is limited to the opening for the public auction of goods which the courts have seized in the course of their

attempts to enforce the judgment. In the instant case, there is no evidence of any auction having been made, and we have seen nothing in the records that any bids were submitted in respect of such sale and that a winner was chosen. Instead, what we see is a contract executed between the court and IFC in a manner giving the impression that the court was owner of the iron ore in question. We note that it was beyond the prerogative of the court to enter into and conclude a contract with any third party outside of the permissible judicial sphere as if the court owned the iron ore. And what is equally disturbing is that all of these transactions were done in collusion with Counsellor Flaawgaa R. McFarland who signed as attesting witness to all the so-called instruments of sale.

The method adopted by Judge Karboi Nuta purportedly in executing the 15.9 million judgment of April 20, 2005, was ultra vires the procedure and practice in our jurisprudence, and demonstrates that Judge Nuta deliberately ignored the requisite provision of the Civil Procedure Law regarding the enforcement of money judgment or the sale of personal property to satisfy a money judgment.

The said provision provides thus:

"a money judgment or order may be enforced against any property which could be assigned or transferred whether it consist of a present or future right or interest and whether or not it is vested unless it is exempt from application to the satisfaction of the judgment;" and "in executing a sale to satisfy a money judgment, any sale occasioned by the execution of a money judgment must be a subject of public auction under the supervision of the trial court; that a notice as to the time and place of the sale be placarded in three public areas at least ten days prior to such public auction; and that the trial judge issue an order of the sale in favor of the highest bidder at such public auction." Civil Procedure Law, Rev. Code 1:4423; 44.41(1)(2).

This Court says even in the instance where the parties (FIDC/Juha and IFC) voluntarily agreed to the sale of the iron ore to satisfy the 15.9 million United States Dollars judgment, Judge Nuta pursuant to section 44.72 of the Civil Procedure Law should have placed the iron ore into receivership to allow the iron ore be disposed of by the receivers or the parties (FIDC/Juha and IFC) rather then he, Judge Nuta directly involving the trial court in the sale of the iron ore and making the court a party to the sale as if the court was the personal owner of the iron ore.

Section 44.72 of the Civil Procedure Law provides thus:

"a court, before and after judgment, may appoint a receiver of property of the person against whom judgment was rendered, to carry the judgment into effect or to dispose of or administer the property according to its directions."

Had Judge Nuta taken judicial cognizance of and adhere to the above quoted provisions of the law, the trial court would have properly exercised its supervisory role regarding the sale of the iron ore and all related instruments relevant thereto, rather than being degraded to the position of a merchant. This Court says that the direct involvement of the trial court by Judge Karboi Nuta with regards to the sales of the iron ore in contravention the provision of Civil Procedure Law, cited herein beclouds the trial court's independence and vitiate the court's cold neutrality and impartiality that are required to avoid the risk of embarrassment. LoneStar v. AbiJaoudi 40 LLR 549, 559 (2001); Fangi v. Republic 42 LLR 84, 95 (2004.)By placing the trial court in the role of a 'seller' in a matter pending before him, Judge Nuta compromised the trial court's cardinal judicial virtue of impartiality, independence, dignity and immunity thereby breaching Judicial Cannon Thirteen which states that "a judge should not accept inconsistent duties, nor incur obligation, pecuniary or otherwise, which will in any

way interfere or appear to interfere with his devotion to the expeditious and proper administration of his official functions."Also by his action, Judge Nuta exposed himself to the penalty of Judicial Canon Thirty-Five which states that "a judge shall be subject to disciplinary action for the wanton and reckless abuse of his discretion which becomes violative of the constitution, statute and laws."

Given the conduct of Judge Nuta, we are not surprised that a review of the sale agreements quoted above further exposed the gross irregularities and fraud in the case, in that the March 31, 2006, sales agreement preempted the subsequent sales agreement of June 16, 2006, and made reference to clauses therein. This is seen in the preamble of the March 31, 2006, sales agreement which states inter alia as follows:

"whereas as further on June 16, 2006, this court entered into a sale agreement with Messrs. Investment and Finance Company Inc. for the purchase of the said 20 thousand remaining balance of the said previously located 800,000 metric tons ore in Buchanan; and Messrs. Investment and Finance Company has paid the total price as approved by court and the buyer, against receipt.."

Also, the March 31, 2006, agreement made reference to writs of execution, possession and bill of costs of April 6, 2006, which Judge Nuta claimed to have already been prepared and served on all parties and approved by him on said date by stating thus:

"Whereas further on April 6, 2006, writs of Execution, Possession and Bill of Costs were prepared and served on all parties and approved by this Court, thru His Honor Karboi Nuta; then presiding in the March Term A. D. 2006."

With the trial court being made a party to the matter regarding the sale of the iron ore through the act of Judge Karboi Nuta, the records show that Mr. Karel Sochor, who claimed interest in the sale of the iron ore, sought relief in the Chambers of the Supreme Court to restrain Judge Karboi Nuta from selling the iron ore to IFC. The records show that on April 12, 2006, Mr. Karel Sochor, through Counsellor M. Wilkins Wright, applied for a writ of prohibition in the Chambers of the Supreme Court, presided over by the late Associate Justice, His Honor J. Emmanuel Wureh, to restrain and prohibit Judge Karboi Nuta and Mr. Vladimir Juha, from executing any further transactions with the IFC relating to the iron ore at the port of Buchanan. In his application, Mr. Karel Sochor alleged that in light of the trial court's final ruling of May 25, 2005, in his favor, and which ruling cancelled Mr. Vladimir Juha's equity holding in FIDC, Mr. Juha's interest in the iron ore was revoked.

On May 26, 2006, the Chambers Justice, having reviewed the petition filed by Counsellor Wright, declined to issue the alternative writ and directed the Clerk of Court to instruct the trial judge to resume jurisdiction over the case and proceed according to law. We herein quote the Clerk's communication informing the trial judge of the directive of late Mr. Justice Wureh, to wit:

"I have been directed by the His Honor J. Emmanuel Wureh, Associate Justice presiding in chambers, to inform you that the petition for a Writ of Prohibition is hereby denied.

Meanwhile, you are hereby mandated to resume jurisdiction in the above captioned case and handle it in accordance with the law.

The stay order of April 13, 2006, is hereby lifted

Kind regards

Very truly yours

Martha G. Bryant
Clerk, Supreme Court of Liberia"

There are numerous Opinions of this Court stating that no party is entitled to the issuance of a remedial writ as a matter of right; that the issuance of the writ is within the sole discretion of the Justice presiding in Chambers; that refusal to issue the writ even without the Justice citing the parties for a conference is not appealable. Saab et al., v. Harb& Smith 29LLR 113 (1981); Waggay v. Radio et al., 36LLR 242 (1999); Meridien BIAO Bank v. Andrews et al., 40LLR 111 (2000);Jawhary v. Ja'neh, Supreme Court Opinion, October Term A.D 2012; The Intestate of the late Alhaji Massaquoi v. A.M.E Church, Supreme Court Opinion, October Term A.D. 2014.

Therefore, the net effect of the Chambers Justice's refusal to issue the alternative writ placed the parties, FIDC/Sochor and FIDC/Juha, in the position of the trial court's second ruling of July 7, 2005, which was in favor of FIDC/Juha. The trial court resumed jurisdiction over the case as mandated by the Chambers Justice. However, on May 3, 2006, Mr. Karel Sochor, being aggrieved over the conduct of Counsellor Flaawgaa R. McFarland for representing both FIDC/Sochor and FIDC Juha in the same case, filed a formal complaint before the late Chief Justice, His Honor Johnnie N. Lewis, accusing the said Counsellor for acts of conflict of interest. The late Chief Justice, upon receipt of the complaint forwarded same to the Grievance & Ethics Committee of the Supreme Court, which investigated the matter and thereafter recommended the suspension of Counsellor McFarland from the practice of law for a substantial period.

In consonance with the rules of court which mandates a hearing on the recommendation made against a Counsellor or a Judge by the Grievance and Ethics Committee or the Judicial Inquiry Commission, respectively, on June 19, 2007, the Supreme Court heard arguments on the matter pro et con. At the hearing Counsellor M. Wilkins Wright appeared for Mr. Karel Sochor while Counsellor McFarland appeared pro se. Thereafter, on August 10, 2007, the Court entered final judgment suspending Counsellor Flaawgaa R. McFarland from the practice of law for three consecutive years; forwarded Judge Emery Paye to the Judicial Inquiry Commission for investigation and reversed the July 7, 2005, ruling which was in favor of FIDC/Juha and mandated the reinstatement of the May 25, 2005, ruling in favor of FIDC/Sochor which cancelled the latter's agreement with Vladimir Juha. See the case, The Complaint of Mr. Karel Sochor v. Counsellor Richard F. McFarland, Supreme Court Opinion, March Term A.D. 2007.

In 2007, the IFC, which had purportedly bought 40,000 metric tons of iron ore from the Sixth Judicial Circuit Court, Montserrado County wrote the former Minister of Finance, Hon. Antoinette M. Sayeh, requesting for export clearance to export the 40, 000 metric tons of iron ore. On December 3, 2007, Minister Sayeh forwarded IFC's communication to Hon. Eugene H. Shannon, then Minister of Lands, Mines and Energy, requesting his advice on IFC's request for export clearance. On December 4, 2007, Minister Shannon recommended the denial of IFC's request for export clearance on grounds that the said Ministry, clothed with the authority to conduct the sale of the iron ore located in Buchanan, Grand Bassa County, was not aware of the IFC being the successful bidder in the bidding process conducted by the Government for the auction of the iron ore. Minister Shannon's letter of December 4, 2007, is quoted herein below as follow:

"Dear Hon. Minister:

I acknowledge receipt of your letter Ref: MF/2-1/AMS/BOC/eg/153/12-07 reference a request for clearance to export 40,000m/t of iron ore from the Port of Buchannan Grand Bassa County, as well as its attachments.

This report shows that the investment and Finance Corporation, Inc. did bid for a stockpile of 20,000m/t of iron ore situated at the Buchanan, Grand Bassa County but was not the winner of said auction bid.

In any case, we want to advise that no export clearance permit be awarded to any applicant for the export of minerals, metals or scrap materials except said applicant has obtained an official document from the Ministry of Lands Mines and Energy confirming the availability, value and ownership of the product to be exported.

Accordingly, I advice that this applicant be referred to the Ministry of Lands, Mines and Energy.

Kind regards

Very truly yours,

Eugene H. Shanon"

Accordingly, by a letter dated January 22, 2008, the Minister of Finance denied IFC's request for export clearance for the 40,000 metric tons of iron ore. We note the discrepancies in quantities of the iron ore stated in the letter from the Minister of Lands, Mines and Energy, wherein the latter recalled that from the its records the IFC had unsuccessfully participated in a bidding process for 20,000 metric tons of iron ore and not for 40,000 metric tons. Again, we note another ploy to defraud the Government of Liberia with respect to the Buchanan iron ore, this time from a company which proffered a document to the Ministry of Finance requesting export clearance for 40,000 metric tons of iron ore, whereby it had lost its bid for 20,000 metric tons. This is one of the reasons why this Court is appalled at the conduct of Judge Nuta for involving the court in the scheme of activities surrounding the Buchanan iron ore saga.

From 2007 to 2009, the records show that all attempts by IFC to have the Government of Liberia issue the requisite clearance to export the 40,000 metric tons of iron ore was futile. Also during this period, the FIDC/Sochor, on numerous occasions, filed several bill of information before the trial court to have the 15.9million United States Dollars final ruling of April 20, 2005, enforced against the Government, which was never served with summons, notices of assignments for the hearing of the case or for the final ruling, and on whose behalf the trial court deliberately failed to appoint a lawyer to receive the US $15.9 million final ruling.

We observed that the FIDC/Sochor embarked on the enforcement of the 15.9 million United States Dollars final ruling of April 20, 2005, obtained by FIDC/Juha on the legal principle that the corporation FIDC is a legal person with continuous existence, although under the leadership of different corporate officers. Thus, the said judgment acquired by FIDC/Juha was for the benefit of the corporation as an entity and with Karel Sochor re-acquiring rights under the corporation by virtue of the Supreme Court Opinion, FIDC/Sochor could now enforce the said judgment obtained by Mr. Vladimir Juha on behalf of FIDC as a corporation.

We take keen interest in the bill of information that was filed on November 4, 2009, by FIDC/Sochor wherein it alleged that the Government of Liberia had entered into a new concession agreement with a company called Geo-service Inc., for the iron ore claiming that

FIDC/Sochor still retained ownership to the ore. It is surprising to note that on November 12, 2009, Counsellor M. Wilkins Wright, the lawyer who represented FIDC/Sochor in the prohibition proceeding and now who ascended to the position of Solicitor General, Republic of Liberia, filed returns on November 12, 2009, conceding to the 15.9 million United States Dollars illegal and void ruling of the trial court of April 20, 2005, and the entire averments of the said bill of information. We quote herein below count one (1) of Counsellor M. Wilkins Wright's returns which is germane to this point, to wit:

"that the respondents concede that, from the records produced, it appears that informant did obtain a judgment against the Government of Liberia through LIMINCO during the September Term A.D. 2004 and the trial court awarded informant a total sum of US $15, 900,000.00 and ultimately the court issued a writ of execution followed by an order of receivership against the stock pile of iron ore located at the site for the former Bong Mining Company, thereby attaching the iron ore located thereat."

This Court is bewildered as to why Counsellor M. Wilkins Wright did not recuse himself from the matter but decided to file returns to FIDC/Sochor's bill of information, given the fact that on April 12, 2006, he, Counsellor M. Wilkins Wright, applied for a writ of prohibition on behalf of Mr. Karel Sochor and then appeared for Mr. Karel Sochor on June 19, 2007, in the contempt proceedings against Counsellor Flaawgaa R. McFarland, wherein Mr. Karel Sochor was recognized as the Chairman of FIDC and Counsellor McFarland was suspended from the practice of law for conflict of interest. There is no evidence that Counsellor M. Wilkins Wright severed his lawyer-client relationship with FIDC/Sochor before representing the Government in this matter. And, even assuming that his lawyer-client relationship was severed with FIDC/Sochor ethics still demanded that he recuse himself from all matters in connection with FIDC/Sochor's involvement with the iron ore and the entire case. See Rule 35 of the Code of Conduct. We wonder on what parity of reason was he now appearing for the Government against his former client FIDC/Sochor and conceding to the 15.9 million United States Dollars ruling of April 20, 2005, awarded against the Government and in favor of his client, FIDC/Sochor; was he actually advocating the interest of the Government or was he still serving as lawyer for FIDC/Sochor?

This Court vividly recalls that on June 19, 2007, it listened to Counsellor M. Wilkins Wright's lucid argument for us to reprimand Counsellor Flaawgaa R. McFarland for engaging in acts of conflict of interest. On August 10, 2007, the Court, being persuaded by the evidence and the argument advanced by Counsellor M. Wilkins Wright, held that Counsellor McFarland had engaged in acts of conflict of interest and was in breach of several rules of the code of conduct, particularly rules 8 and 9 which state:

"Rule 8: It is the duty of the lawyer at the time of retainer to disclose to the client all of the circumstances of his relations to the parties, if there be any, and any interest in or connection with the controversy, which might influence the client in the selection of the counsel. It is unprofessional to represent conflicting interests.

Rule 9: Within the meaning of this Rule, a lawyer represents conflicting interests when, on behalf of one client, it is his duty to contend for that which duty to another client requires him to oppose. The obligation to represent the client with undivided fidelity, and not to divulge his secrets or confidences, forbids also the subsequent acceptance of retainers or employment from others in matters adversely affecting any interest of the client with respect to which confidence has been reposed."

In as much as we cannot fathom the reason why Counsellor M. Wilkins Wright did not recuse himself but rather elected to represent the Government against his client

FIDC/Sochor, but at the same time conceding to the claims of FIDC/Sochor and against the Government, this Court says that it is bound by Article 11(b) (c) of the 1986 Constitution to administer justice equally and transparently to all those appearing before it. According to Article 11(b) (c) of the 1986 Constitution

"all persons, irrespective of ethnic background, race, sex, creed, place of origin, or political opinion, are equal before the law and therefore entitled to the equal protection of the law."

This ideal of equal rights and justice is so sacrosanct to the Judiciary that they are embellished on the walls of the Temple of Justice in the following words:

"Let Justice Be Done To All".

This is the creed of this Court of last resort, and it is this creed that every past and present administration of the Judiciary has labored to uphold. In the case, East African company v. Dunbar 1LLR 279, 280 (1895) this Court opined thus:

"the law makes no distinction between men when before it; the high and low here are both on an equal level. The law, while just has no sympathy; it neither makes men rich nor poor; hence the claim to be rich can have no influence with it; and to plead poverty can awaken no sympathy."

Mr. Chief Justice James A.A. Pierre captured the full quintessence of this concept when he articulated in an address delivered at a Seminar for prosecuting attorneys as follow:

"It is my idea to work hard for the rest of my life as a lawyer – whether I remain on the Supreme Court Bench or not-to make the courts of my Country a forum where all can come and know that under the proper functioning, the powerful and the wealthy will get equal treatment with the servant and the beggar, where the rights of the unfortunate plaintiffs may not be trampled upon by the rich and the powerful defendants, where there will be no oppressor and no oppressed, but where all can stand before the law on an equal footing, and where none will be allowed to put himself above the law…"Mr. Chief Justice James A.A. Pierre address delivered at a Seminar for Prosecuting Attorneys, 27 LLR 470,482 (1978)

While the essence of these principles of law is focus on the equal protection, it also emphasizes that all persons are to be regarded equals before the law. Hence, this Court says that these principles, quoted supra, are still true in all their essence and that Counsellor M. Wilkins Wright and Counsellor Flaawgaa R. McFarland are on equal footing before the law. As such, the law as we know will make no distinction between them as to the applicability of rule 8 and 9 of the Code for the Moral and Ethical Conduct of Lawyers relating to their breaches and the concept of conflict of interest. Hence, where there is a breach of the codes the penalty will be meted out evenly without fear or favor. But for now we proceed with the facts.

While the records show that Counsellor M. Wilkins Wright conceded to the 15.9 million United States Dollars final ruling of April 20, 2005, against the Government of Liberia we have found no evidence therein that trial court attempted thereafter to enforce its ruling against the Government of Liberia. We note that about ten years later, that is, on March 9, 2015, FIDC/Sochor filed an application before the ECOWAS Community Court of Justice alleging that the Government of Liberia had violated its property rights by refusing to satisfy the 15.9 million United States Dollars illegal and void ruling rendered by the trial court on April 20, 2005. The Government of Liberia responded by challenging the validity of the judgment which it contends was procured by fraud and the outcome of gross irregularity and a display of unethical conduct during the trial, all of which were calculated designs to defraud the Government of Liberia of its financial and other resources.

On April 7, 2016, the Government of Liberia applied for a writ of prohibition seeking to restrain and prohibit the enforcement of the 15.9 million United States Dollars ruling of April 20, 2005, by the Sixth Judicial Circuit Court, Montserrado County, on grounds of fraud and gross procedural irregularities. The Government of Liberia 27 count petition is quoted herein below to wit:

"AND NOW COMES Petitioner in the above-entitled cause of action most respectfully praying Your Honour for the issuance of the Writ of Prohibition against the Respondents, and for reasons showeth the following to wit:

1. That Petitioner is currently a Defendant before the ECOWAS Court, in an action instituted against the Petitioner by Co-Respondent/FIDC, for the enforcement of a completely bogus judgment, which was obtained by fraud in the tone of US$15,900,000.00 (United States Dollars Fifteen Million) from the Sixth Judicial Circuit Court, the Civil Law Court, Montserrado County under the gavel of Co-Respondent His Honour Emery Paye. Attached hereto and marked as Petitioner's ExhibitP/1 is a copy of Co-Respondent/FIDC's complaint before the ECOWAS Court.

2. That the basis for the Co-Respondent/FIDC's complaint before the ECOWAS Court is that the US$15,900,000.00 judgment which Petitioner has now discovered to have been fraudulently obtained, is a property to which Co-Respondent became entitled upon obtaining the fraudulent judgment in its favour, and that the Petitioner's refusal to pay the judgment sum is tantamount to an infringement of the Co-Respondent's guaranteed rights to the property in that sum of money contrary to Article 14 of the African Charter on Human and People's Rights.

The facts of the case in the Civil Law Court are as follows:

3. On February 4, 2003, the Liberia Mining Corporation (LIMINCO), represented by its then President Hon. Anthony W. Deline, and Co-Respondent/FIDC represented by its President KarelSochor entered into an agreement for the sale of a stockpile of iron ore at the port of Buchanan, Grand Bassa County, Republic of Liberia, totaling a maximum tonnage of 850,000 metric tons of iron ore at the rate of US$7.00 per dry metric ton unit.

4. The contract provided in substance that Co-Respondent/FIDC would have provided a bank guarantee to support the purchase of 80,000 metric tons of iron ore at US$7 per ton, i.e. $560,000 (Five Hundred Sixty Thousand United States Dollars) monthly upon signing of this Agreement. The agreement also provided that payment would be made to LIMINCO by certified check drawn on a local bank upon completion of loading of buyer's vessel. The agreement also provided that two shipments of 40,000 metric tons would be made monthly and that payment of US$280,000 would be made to the seller for each shipment. The contract also contained an arbitration clause, which defined arbitration as the mechanism for dispute resolution. Our law provides that a written agreement to submit to arbitration any controversy existing at the time of making the agreement or thereafter arising is valid and enforceable without regard to the justiciable character of the controversy, and is irrevocable except on such ground as exist for the revocation of an agreement and that a party cannot disregard its obligations to submit to arbitration where the contract subjects all disputes arising thereunder to arbitration. **Chicri Bros. v. Isuzu Motors [2000], 40 LLR 128 (2000).**Attached hereto as Petitioner's Exhibit P/2 is copy of the Agreement of February 4, 2003.

5. Upon the departure of the former President of Liberia His Excellency Dakpanah Dr. Charles Ghankay Taylor and the seating of the transitional government of His Excellency Charles Gyude Bryant, in October of 2003, the then Minister of Lands, Mines & Energy,

Honourable Jonathan Mason, on January 15, 2004, wrote the Minister of Justice requesting a legal opinion regarding the validity of the February 4, 2003 contract. In a letter dated January 22, 2004, addressed to Honourabe Mason, the then Minister of Justice, Honourable Kabineh Ja'neh opined that: (1) LIMINCO did not have the authority to unilaterally declare the contract invalid; (2) that the agreement between LIMINCO and FIDC was valid and enforceable until otherwise determined by a court of law; (3) that if LIMINCO had a dispute in respect of the agreement, same should be submitted to arbitration consistent with Section 13 of the agreement. Attached hereto as Petitioner's Exhibit P/3 is a copy of the opinion of the Minister of Justice dated January 22, 2004.

6. Predicated upon the advice of the Minister of Justice, Hon. Jonathan Mason, acting in his capacity as Minister of Lands, Mines & Energy & Co-Chairman of the Board of Directors of LIMINCO, negotiated with Co-Respondent/FIDC represented by its Director, Nathaniel Barnes for the relinquishment of FIDC's rights, interest and title to the iron ore under the February 4, 2003, which culminated into the execution of a letter agreement dated March 23, 2004, in which it was agreed that in consideration of the amount of US$450,000.00 (United States Dollars Four Hundred and Fifty Thousand) payable within thirty (30) days, FIDC would relinquish its rights, interest and title under the February 4, 2003, agreement. Attached hereto as Petitioner's **Exhibit P/4** are copies of the shareholders' resolution empowering Mr. Nathaniel Barnes to negotiate an assignment of all of FIDC's rights, interest, and title in the sale agreement of February 3, 2004, and letter agreement executed between LIMINCO and FIDC dated March 23, 2004.

7. On April 13, 2004, Co-Respondent/FIDC received the amount of US$225,000.00 as partial payment of the agreed consideration under the letter agreement of March 23, 2004, through its legal counsel Pierre, Tweh& Associates, based on an irrevocable payment instruction issued by Honourable Barnes. Attached hereto as Petitioner's **Exhibit P/5** are copies of the cheque, the irrevocable payment instructions issued by Honourable Nathaniel Barnes on behalf of FIDC dated March 24, 2004, and the receipt issued by Pierre, Tweh& Associates.

8. On November 29, 2004, the shareholders of Co-Respondent/FIDC KarelSochor, Nathaniel Barnes, and Peter Mlensky, entered into a sales agreement with Mr. Vladimir Juha wherein they sold all of their shares in FIDC to Mr. Vladimir Juha for US$500,000.00.Juha than became the owner of FIDC. In the sales agreement with Vladimir Juha, FIDC/Respondent acknowledged that LIMINCO/Government of Liberia/Petitioner had as of November 29, 2004, compensated them in the amount of US$350,000.00 and that the balance claim against LIMINCO/Government of Liberia excluding the US$350,000.00 received was US$2,000,000.00. Mr. Nathaniel Barnes also on December 2, 2004, informed Pierre, Tweh& Associates by letter, that FIDC had been sold. It is not clear however how FIDC arrived at a balance of US$2,000,000.00, since the letter agreement of March 23, 2004, provided for US$450,000.00 out of which payment of US$350,000.00 was acknowledged by Co-Respondent/FIDC. Attached hereto and marked as Petitioner's **Exhibit P/6**are copies of the referenced agreement of sale of the shares of FIDC dated November 29, 2004, and the letter written to Pierre, Tweh and Associates dated December 2, 2004, under the signature of Mr. Nathaniel Barnes.

9. On December 31, 2004, Co-Respondent/FIDC filed an action captioned "Amended Action of Damages for Breach of Contract" against the Liberia Mining Corporation et al, Defendants, even though the record of the court is devoid of any evidence that an initial Action of Damages was filed, which was later amended, There is also no evidence of the existence of an original complaint out of which a writ of summons grew which complaint was than subsequently amended. There is no evidence from court records that a writ of

summons and the accompanying complaint was ever served on the Liberia Mining Company and if so, upon whom was it personally served in order for the court to have acquired jurisdiction over the person of LIMINCO. Therefore, LIMINCO/the Government of Liberia/Petitioner did not appear by filing an Answer. There is also no evidence that a notice of assignment was issued and served on LININCO for the hearing, which was conducted on Saturday, April 16, 2005. Hence, the Petitioner did not participate in the one-day trial and a judgment by default in the amount of US$15,900,000.00 (United States Dollars Fifteen Million Nine Hundred Thousand) was obtained. Even though Saturday is a legal day, court in Liberia rarely sits.

10.It appears from the purported final ruling/judgment, and the minutes of court, that the case was called on Saturday, April 16, 2005, during the regular jury sitting of the March Term of the Civil Law Court A.D. 2005, which commenced on March 21, 2005, and the Co-Respondent/FIDC requested for default judgment against the Petitioner. The minutes of court also indicate that the sheriff was asked whether a notice of assignment was served on the Petitioner, and he answered in the affirmative, even though there is no such notice of assignment in the record of the court. The case was irregularly tried by a special juryin contravention of **Chapter 22, Section 22.14 of the Civil ProcedureLaw**which provides that: "After the conclusion of a termof a Circuit Court when civil cases remain to be tried, a Circuit Court may be in its discretion, at the request of either party, order a special jury empanel to try any civil case. The jury shall be selected in the same manner as other trial juries.There is no record evidencing that the special jury was empaneled according to law, how they came to serve as jurors, or where they came from; further, the March Term of Court had just began and it had not been concluded, and the regular jury/venire selected for that court for the March Term were still sitting, in fact the records revealed that it was the 22nd Day Sitting of the Regular Jury. At the call of the case as it appears from the records, that the Co-Respondent/FIDC produced four witnesses in person of KarelSochor, Coco Dennis, Mrs. Victoria Sharp Dennis, and Daniel L.M. Chea. At the close of the witnesses' testimony, the Plaintiff rested with the production of evidence in toto. The Judge charged the jury and the "special jury" returned a verdict of "US$12,000.000.00 as First Special Damages; and he is also entitled to expenses for travels and other expenses made in the tune of US$750,000 and constituting the second special damages; the Plaintiff is also entitled to legal fees as arranged between him and its lawyer for 10% of all special damages awarded in the case; and together with 1.5 million united states dollars general damages", even though a single instrument was not pleaded or admitted into evidence from the records we have reviewed in support of the so called first and second special damages. Attached hereto and marked as Plaintiff's **Exhibit P/7**is a copy of what is purported to be the court's minutes of the hearing and the final judgment.

11. That the Co-Respondent Judge Paye is said to have thereafter received the verdict, had it recorded, and assigned the case for final judgment for April 20, 2005. The purported records of the court also revealed, that final judgment will be entered absent any further notice to the Petitioner, but that the court will on April 20, 2005, appoint a lawyer who will take the judgment on behalf of the Petitioner.

12. The Co-Respondent Judge, consistent with his purported ruling of April 16, 2005, did not serve the Petitioner a notice for the entry of judgment, and on the day of the ruling/judgment, which was April 20, 2005, no lawyer was appointed to take the judgment on behalf of the Petitioner, which would have afforded the Petitioner the opportunity to note its exception and announce an appeal; even though the judge recognizing that to be the law had said he would do so on the minutes April 16, 2005. The failure of the Co-Respondent judge to have notified the Petitioner of the pending ruling/final judgment and

his failure to appoint counsel to take the ruling on behalf of the Petitioner is a denial of Petitioner's right to appeal and to due process for which prohibition would lie.

13. Our law provides, that a lawyer must be designated by the court to take the ruling for the absent party; and where a lawyer is designated to take the ruling by a court on behalf of an absent party, it is the obligation of the court to ensure that an announcement of an appeal is made on record and granted. By this, the court ensures the constitutional right of appeal, and the legislative intent of Section 51.6 of our CPLR to allow absent party the opportunity to appeal if he so desires to have his matter reviewed. **Goffa et al. v. Scott-Goffa [2011] LRSC 15 (21 July 2011).**Liberian law also provides that the failure of a trial court to notify a defendant of the date for rendition of its final judgment is good evidence of the denial of the defendant's day in court. ***Catholic Diocese of Cape Palmas v. Gedeh [2001] LRSC 35; 40 LLR 764 (2001).***

14. The Co-Respondent Judge on April 20, 2005, confirmed the fraudulent and erroneous judgment of the "special jury" in the amount of "US$12,000,000.00 as First Special Damages; and expenses for travels and other expenses made in the tune of US$750,000 and constituting the second special damages; legal fees as arranged between him and its lawyer for 10% of all special damages awarded in the case; and together with 1.5 million united states dollars general damages contrary to law.

15. Liberian law provides, that special damages must be specifically pleaded and proved, and that uncertain, contingent or speculative damages cannot be recovered; that damages recoverable in any case must be certain both in their nature or in respect of the cause for which they proceed; therefore, uncertain, contingent or speculative damages cannot be recovered either in action ex contractu or in action ex delicto.Dopoe v. City Supermarket, 34 LLR 343, 353 (1987); Lerchel v. Eid, [1988] LRSC 12; 34 LLR 648.

16. Upon receipt of the report, the court requested Cllr. Richard Flaawgaa Mcfarland to file his returns/response to the committee's report within ten days. In his response to the report, Cllr. Flaawgaa Mcfarland who institute the "Amended Action of Damages against the Petitioner and obtained the purported US$15,900,000.00 judgment in favor of the Respondent, surprisingly admitted to the Supreme Court that the Co-Respondent/FIDC had completely by March 2004, sold their interest in FIDC and the 800,000 metric tons of iron ore to LIMINCO /Petitioner and therefore had nothing left to have passed on to Vladimir Juha for which Juha instituted the Amended Action of Damages on behalf of FIDC. Therefore, he questioned Karel Sochor's standing to institute any proceedings in respect of the Respondent/FIDC.

17. In response to Cllr. Richard Flaawgaa Mcfarland's amended returns, the Co-Respondents FIDC/Complainants/Karel Sochor et al, filed a two-count reply before the Supreme Court, in which they conceded and admitted to the sale and/or transfer of FIDC's interest in the 800,000 metric tons of iron ore which is the subject of the judgment, to the Petitioner, for which they received payment through Pierre, Tweh, and Associates, which was subsequently sold to Shandong International Trading Company against available receipts. Attached hereto and marked as Petitioner's **Exhibit P/10** is a copy of the returns filed by the Complainant - i.e. Karel Sochor-President/Chairman of the FIDC before the Supreme Court.

18. On August 10, 2007, the Supreme Court of Liberia delivered its opinion in the case and entered final judgment, suspending Cllr. Richard Flaawgaa Mcfarland from the practice of law for three years, and ordered His Honour Emery Paye to appear before the Judiciary inquiry Commission. Attached hereto and marked as Petitioner's **Exhibit P/11**are copies of the Supreme Court's ruling and judgment.

19. Notwithstanding, the admission made by Co-Respondent/FIDC through their legal counsel Cllr. Micah Wilkins Wright before the Supreme Court, that they had by March 2004 indeed sold their interest in the 800,000 metrics tons of iron ore out of which the purported judgment grows and received compensation from the Petitioner, the Co-respondent/FIDC nevertheless seek to enforce its bogus and fraudulent judgment, and insist on robbing the Government of Liberia by the filing of a suit for the enforcement of the judgment before the ECOWAS Court.

20. The Co-Respondent/FIDC through one of their instrumentalities, Investment & Finance Corporation (IFC), entered into an agreement with the Civil Law Court for the purported sale of iron ore stockpile in Buchanan in their desperation to satisfy their fraudulent judgment. Of course like all the other transactions, fraud is never absent. The IFC claims that it made two payments to the court under the agreement of sale for iron ore for which receipts were issued. Both receipts dated July 6, 2006, and January 30, 2007, for the sum of US$200,000.00 and US$300,000.00 respectively, do not indicate any check number. In fact, one of the receipts indicate that US$300,000.00 was drawn on the Liberian Bank for Development & Investment, Western Union Check with no number, a transaction which the Bank categorically denies as the said Bank never issues Western Union checks. Cllr. Richard Flaawgaa Mcfarland witnessed all the purported receipts. Attached hereto as Petitioner's **Exhibit P/12**are copies of the referenced receipts.

21. These are the likes of investors who come to Africa and collude with our own citizens to take advantage of the vulnerability of our systems, and to exploit the resources of our countries. Liberia is a poor country, with a failing health system, bad roads, and a thriving economy. It is wicked for foreign persons to use some of our own hands against ourselves. Petitioner on May 20, 2015, requested certified copies of the records of the writ of summons, the original and amended complaints, the notice of assignment for the hearing of April 6, 2005, etc.; the Clerk of the Civil Law Court issued a certificate that those documents were not found in the records of the court. Attached hereto and marked as Petitioner's **Exhibit P/13** are copies of Petitioner's request and the certificate from the Clerk of the Sixth Judicial Circuit Court/Civil Law Court indicating that the records were not seen in the file of the court.

22. Petitioner says that the effect of the Clerk's certificate referred to in Count Twenty-Three (23) above, is that there is no evidence that the Petitioner was ever notified of the hearing, or perhaps even served a copy of the complaint, and the writ of summons to have brought the Petitioner under the jurisdiction of the court Petitioner says that fraud vitiates all things, and the fact that the Petitioner may have appeared in court in the matter at a subsequent time after the rendition of final judgment and made a concession, at the point where the bogus judgment was sought to be enforced against the Petitioner, does not bar the Petitioner from invoking its rights after the discovery of the fraud in the procurement of the judgment.

23. Under our law, prohibition is a special proceeding to obtain a writ ordering the Respondent to refrain from further pursuing a judicial action or proceeding specified therein ***Title 1, Chapter 16, Section 16.21(3).*** Prohibition will lie to prevent some great outrage upon settled principles of law and procedure, in cases where wrong, damage, and injustice are likely to follow such action. **"*Togba V. Republic of Liberia, 35 LLR 389, 400 (1988);Broh V. the Honourable House of Representatives, Opinions of the Supreme Court of the Republic of Liberia (Decided 24th January 2014).***

24. Prohibition will lie where the tribunal or Respondent has assumed jurisdiction not ascribed to it by law, or has exceeded it designated jurisdiction, or in the exercise of its lawful jurisdiction is proceeding by wrong rules other than those which ought to be observed at all

times. ***Garlawolu et al v. the Elections Commission et al, 41 LLR 377 (2003); Gaigue v. Jallah, 20 LLR 163 (1971); Thomas v.The Ministry of Justice, et al 26 LLR 129 (1977).***Prohibition will undo what has not been legally done, and where anything remains to be done, prohibition will not only prevent what remains to be done, but will also give complete relief by undoing what has been done. ***Mathies&Fina Capital Corp. v. Alpha International Investment, Ltd. 40 LLR 561 (2001); Ayad v. Dennis, 23 LLR 165 (1974); Kamara Butchery v. Pupo et al, 36 LLR 181 (1989).***

25. Petitioner says that the judgment sought to be enforced, is indicative of an outrage upon settle principles of the Constitution of the Republic of Liberia, our statue laws and procedures, and further draws into question the integrity of the court.

WHEREFORE AND IN VIEW OF THE FOREGOING, it is the most respectful prayer of the Petitioner that Your Honour:

1. Issue the alternative writ of prohibition against the Respondents; and by it, order the immediate half of the enforcement of the judgment; and to stay, and further restrain the Co-Respondent Judge of the Civil Law Court from taking any action or decision related to, or growing out of this case, until a final disposition of this petition has been heard at a time and date to be determined by Your Honour;

2. Require Respondents to file their appearance and show cause on a date and time fixed by Your Honour, as to why the peremptory writ of Prohibition should not be issue;

3. Rule upon hearing, that the failure of the court to have summoned the Petitioner, and to have served the required notices of assignment on the Petitioner for both the hearing and for the rendition of final judgment given the facts and circumstances, and the failure of the court to have appointed counsel to take the judgment on behalf of the Petitioner, violates the statutory laws of the Republic of Liberia, the due process rights of the Petitioner, and was therefore a denial of the Petitioner's right of appeal;

4. Order the reversal of the judgment of the Civil Law Court and have the judgment set aside.

5. Order an investigation how the entire trial was conducted and judgment obtained-i.e. – How was the special jury summoned and empaneled; who took minutes of the trial; who were the assignments served on, etc.

6. Grant unto Petitioner any and all such further relief deemed by Your Honour to be just, equitable and legal, as in keeping with law.

Respectfully submitted
Petitioner
By and thru its Ministry of Justice"

On April 25, 2016, the FIDC/Sochor, filed its returns stating that the 15.9 million United States Dollars judgment of April 20, 2005, was legal; that the Supreme Court of Liberia should not assume jurisdiction over the petitioner's petition because the matter of the 15.9 million United States Dollars final ruling was pending before the ECOWAS Community Court of Justice; and that as Liberia is a member of that Court; the petition should be dismissed; and that additionally due to improper verification of the petition same should be dismissed. To avoid the risk of being repetitious we will not quote any portion of the motion to dismiss at this point; rather, we shall only quote the co-respondent 44 count returns which incorporate the averments in the motion to dismiss, as follows:

"RESPONDENT RETURNS

RESPONDENTS in the above proceedings deny the factual sufficiency of the relief sought by the Petitioner and therefore pray this Court and your Honors to dismiss and deny the said Petition for the reasons following to wit:

1. The Respondent Finance Development & Investment Company is represented by its majority Shareholder, Karel Socher who is represented by his Attorney-In-Fact Mr. Willie Dennis of the City of Monrovia, Liberia. Attached hereto is a copy of Mr. Dennis' power of attorney marked as ***R/1*** *to form a part of these Returns.*

1. As to the entire Petition, Respondent says it is a fit subject for dismissal because the law provides that…"verification shall be made by…the Attorney of such party, provided however that the complaint in an action to secure an injunction or in a prohibition proceeding shall in every case be verified by the party himself". Respondent respectfully submits that the case at bar has designated Petitioner as the Government of Liberia but it is observed that the said Petition is verified by the Solicitor General, Cllr. Betty Lamin-Blamo who is one of Legal Counsels for the Petitioner and not the Petitioner itself. That verification violates ***chapter 9, section 9.4(2)(b) of the Civil Procedure Law*** *of Liberia and therefore the said Petition not been properly verified the same must be dismissed and denied as a matter of law.*

2. Further to the above, Respondents say the entire Petition is a fit subject for dismissal because the Petition is filed in bad faith purely intended and with calculated design and plan to obstruct, twat and baffle the proceeding currently before the ECOWAS Community Court as clearly admitted by the Petitioner itself in Court one (1) of the Petition. Because the same matter is currently pending before the ECOWAS Court as the Petitioner has admitted, this Honorable Court must as a matter of law refuse jurisdiction and order the writ quashed.

3. Further to the above, Respondents say the Petition is also filed in bad faith because it is intended to create conflict between the Honorable Supreme Court of the Republic of Liberia and the Honorable ECOWAS Community Court and thereby put the two distinguished Honorable Courts at loggerheads with each other.

4. Further to the above, Respondents say the Republic of Liberia is founding member of ECOWAS and signatory to the protocols that created the ECOWAS Community Court by which the Republic of Liberia is under duty to respect any decision emanating from said Court. Respondent says the Petitioner has as matter of fact submitted itself to the jurisdiction of the ECOWAS Court in the same matter pending enforcement of the judgment and has filed several papers before that Court which matter is still pending undetermined by that Court. The same Petitioner cannot now come to seek a stay order while the matter is still pending thereat.

5. Further to the above, Respondents submit that the matter out of which the Petition for a writ of Prohibition grew is already pending before the ECOWAS Community Court as Petitioner has admitted in counts one (1) and two (2) of its Petition and that the Republic of Liberia has submitted itself to the jurisdiction of that court by appearance and filing of papers, including ***A MOTION FOR PRELIMINARY OBJECTION, A MOTION TO ENTER NEW PEA IN FACT AND LAW AND TO STAY THE PROCEEDINGS,*** *etc. Copies of these papers are attached and marked as* ***R/2*** *in bulk to form a part of these Returns.*

6. Further to the above, Respondents say the Petitioner is stopped and forever barred by waiver and lashes because Petitioner became aware of this matter from the very start wherein following the judgment, a bill of cost was prepared followed by a writ of execution and even a motion for receivership which were all served on the Petitioner thru the necessary instrumentalities and when Petitioner failed to satisfy the judgment,

Respondent filed a bill of information in June 2008 before His Honor Korboi K. Nuta. The proceeding before Judge Nuta is summarized as follows:

During the June 2008 term of the Sixth Judicial Civil Law Court then presided over by His Honor Korboi K. Nuta, Respondent filed a Bill of Information growing out of the Action of Damages wherein Respondent FIDC informed the Court that the judgment of April 2005 against the government had not been enforced, although a writ of execution was issued and served on the various instrumentalities of Government (the Ministries of Lands, Mines & Energy, Justice and Finance). Copies of the Bill of Information, the judgment of 2005, citation and other relevant exhibits were served on the Ministries of Justice, Lands, Mines & Energy and Finance. The Bill of Information was heard and the judge presiding by assignment, specifically His Honor Korboi K. Nuta entertained arguments pro et con and thereafter reserved ruling pending the issuance of a notice of assignment. Subsequently a notice of assignment for ruling was issued and served on all the parties, but the legal Counsel representing the Ministry of Lands, Mines & Energy refused to receive and sign for his copy. At a call of the case, the Informant's counsel was present, but the Respondent Government of Liberia (GOL) was not represented and thereupon, the judge, as the law requires, appointed Counsellor Augustine Fayaih, then of David A.B. Jallah Law Firm to take the ruling on behalf of the Government. The judge ruled amongst others as follows**;…"the matter was subsequently suspended and reassigned for hearing on the 30th day of May at 3:00 P.M. again at the call of the case, the Respondent's counsel instead of at least spreading his returns on records he again spread on records, that the Respondents were not served although it is very clear from the records that the Assistant County Attorney was served along with the Minister of Finance, while the Sheriff's returns show that the Legal Counsel for the Ministry of Lands, Mines & Energy refused to received and sign for his copy of the assignment…the judge continued,… a careful perusal of the case file revealed that the Plaintiff now Informant instituted an Action of Damages for Breach of Contract against the Liberia Mining Company (LIMINCO), its Chairman Jonathan Mason and the Chandon International Trading Company and subsequently the action was amended and a Motion for Receivership was filed. At the call of the case, the Defendant was held liable while the Motion for Receivership was also granted. The records further revealed that a Bill of Cost was prepared followed by a writ of execution. …during argument the Informant' counsel informed the court that LIMINCO, which was 100% government-owned, has been dissolved by Government and therefore all of its obligations, are those of the government represented by the Ministries of Lands, Mines & Energy, Justice and Finance.**

In concluding his ruling above referred, the learned judge said, ***…"from the records of this case, it is clear that no appeal was taken against the judgment in this matter and that several attempts have been made to enforce the judgment but without success, apparently due to lack of cooperation on the part of the Respondent. This court seriously frowns on the Respondents for their refusal to honor the order of this court. …wherefore and in view of the foregoing, the Bill of Information as filed is granted and the Respondent is ordered to pay to informant FIDC the sum of US15.9 million…"***

At the conclusion of the ruling, the court's appointed Counsel(Counsellor Augustine Fayiah) said… "To which ruling of your Honor, the Court's appointed Counsel excepts and that he

will take advantage of the statute made and provided in such cases…". Copies of the Bill of Information, the ruling on the Motion for Receivership, notices of assignments, the entire proceedings, the ruling of 2008 above referred, etc. are attached and marked as R/3 in bulk to form a part these Returns.

7. Further to the above Respondents say although, the appointed Counsel did what is legally required and copies of the ruling along with the writ of execution served on the Petitioner thru the Ministries of Lands, Mines & Energy, Finance and Justice, yet they did nothing to either take advantage of the law or obey the order of the court. Petitioner's failure to take the necessary action to either move the court to rescind its ruling or Petition the Honorable Supreme Court for a writ of error makes it to suffer waiver and lashes. It cannot now come after many years to seek relief from the very court it had disrespected by failing and refusing to honor its order.

8. Further to the above, in 2009, the Attorney General representing the Petitioner acknowledged Petitioner's obligation by a letter dated November 12, 2009, a copy hereto attached and marked as R/4 to form a part of these Returns.

9. Further to the above, Respondents say that if judgment were bogus or fraudulent the Minister of Justice would not have acknowledged it. The Petition is therefore false and misleading. The other three judges would also have refrained from acting on it.

10. Respondents say and the law provides that a party that sits on its right and refuses to take advantage of the law is forever barred and for hold her peace. In the instant case, the Respondent says even assuming without admitting that Petitioner did not have its day in court as falsely alleged, it got to know about the case by means of the Bill of Cost, Writ of Execution and the subsequent Bill of Information which copies along with the necessary citations were served on the Respondent now Petitioner thru the Ministry of Lands, Mines & Energy, Ministry of Justice and the Ministry of Finance, yet they ignored all and slumbered over its right only to be awaken by Respondent's Petition before ECOWAS Community Court. Accordingly the petition must and should be dismissed and denied as a matter of law.

11. As to count one (1) and two (2) of the Petition, Respondent admits that they (Respondent and Petitioner) are before the Honorable ECOWAS Community Court for the enforcement of the valid judgment entered by 6th Judicial Circuit Court under the gavel of His Honor Emery S. Paye and not "a bogus judgment" as falsely alleged by the Petitioner. The said counts one (1) and two (2) of the Petition must be dismissed and denied and with it the entire Petition.

12. Respondent says the judgment in question was validly obtained for reason that all the necessary legal steps and procedures were followed and service were made on the Petitioner, but as usual failed and refused to honor the courts precepts and at the call of the case, the returns of Sheriff indicates that the parties were served and yet the Defendant now Petitioner failed and refused to appear. Therefore the judgment emanating from such procedure cannot be described a "bogus". Respondent says due to the sudden death of Counsellor F. FlaawgaMcFarland who initiated the suit to its conclusion besides the enforcement aspect, Respondent has found it difficult to obtain copies of the original writ of summons that was served on the Defendant now Petitioner, but strangely, the court's copy that should be in the file has allegedly mysteriously disappeared, an indication that the court file has been tampered with.

13. Counts three (3) of the Petition present no germane issue of traversal

14. As to counts four (40 and five (5) of the Petition, while it is true that the contract between FIDC and LIMINCO contained arbitration clause, however, it is the Petitioner that violated that clause when it proceeded to illegally sell the stock pile of iron ore to Shandon International Trading Company. Accordingly Respondent cannot be held responsible for not invoking the arbitration clause in the agreement.

15. As to count six (6) of the Petition, Respondents says despite the advice of the Minister of Justice on the matter, the Chairman was still reluctant to even negotiate with FIDC. He however finally succeeded in coercing FIDC to relinquishing its rights to the iron ore for negligible amount of US$9000, 000.00 (NINE HUNDREDD THOUSAND UNITED STATES DDOLLARS) for a consignment worth over several millions of United States Dollars.

16. Respondents say as a matter of fact contrary to what FIDC accepted, the Chairman only issued a promissory note for US$450,000.00 (FOUR HUNDRED FIFTY THOUSAND UNITED STATES DOLLARS) out of which it paid only US$225,000.00 (TWO HUNDRED TWENTY-FIVE THOUSAND UNITED STATES DOLLARS) and refused to pay the balance thereby forcing the Respondent to institute the suit first in Specific Performance that was later amended to the Action of Damages for Breach of Contract.

17. Count seven (7) of the Petition presents no traversable issue.

18. As to count eight of the Petition, Respondent says while it is true that the original Shareholders of FIDC sold their shares to Vladimir Juha for certain amount, but Juha breached the agreement by failing to pay for the shares thereby causing the Shareholders to cancel the agreement through the Civil Law Court in 2005. The judgment canceling the agreement was confirmed and affirmed by this Honorable Court. Kindly take judicial notice of the case file.

19. As to count nine of the Petition, Respondent says the original action filed was action of specific performance that was later amended into amended action of damages. All of the records were on the courts file up to and including the last time a Bill of Information and a Motion for Receivership was heard during the September A.D. 2009 term of the Civil Law Court for Montserrado County then presided over by His Honor Peter Gbenewelleh, but mysteriously disappeared when the authorities of the Justice Ministry took the case file when they said they were making research to prepared their defense in the matter before the ECOWAS Community Court to the extent that they made the Clerk of the Civil Law Court to issue such false certificate. Respondent says it is so ashamed that the Clerks of the Civil Law Court would allow themselves to be used in such manner. Beit as it may, Respondent is aware that the clerk was threatened and coerced into issuing that disgraceful certificate.

20. As to count ten (10) of the Petition says indeed during the March A.D. 2005 term of court, the matter of the Action of Damages was heard in keeping with our trial procedure. The returns of the Sheriff clearly showed that the Defendants were served. The law provides that the returns of the Sheriff are always presumed to be correct until proven otherwise. In the instant case, the Sheriff reported that the notice of assignment was served on the Defendant. Again it is strange that the notice in question mysteriously vanished from the records of the case after the Justice Ministry officials tempered with it. Respondent says one does not have to engage in such unwholesome practice to convince his/her principal that he is working hard.

21. As to counts eleven (11), twelve (12), thirteen (13) and fourteen (14) of the Petition, Respondent says the picture of the proceeding conducted by His Honor Emery S. Paye as portrayed by the Petitioner is far from truth. No Matter how Petitioner describes the

proceedings in the mean suit, the truthof the matter is that a regular trial was conducted and a judgment obtained against the Petitioner, but as usual the petitioners Representatives ignored the order of court as they have always done and shown over and again. For a simple example, kindly take judicial notice of Judge Nuta's ruling wherein he frown on the behavior of Lawyers representing the Petitioner then Respondent in the Court below. It is a fact that the suit between FIDC and LIMINCO/Government of Liberia was dealt with by several distinguished judges in persons of His Honor Yussif O. Kaba, His Honor Koboi K. Nuta, his Honor peter W. Gbenewelleh, etc., all of whom cannot be dismissed with the waive of allegation as corrupt or having tried to enforce a void judgment. It is not possible that all of these judges would have taken steps to enforce the said judgment if there were no service of the originating writ or notice of assignment on the petitioner as the petitioner wants this Court and your Honors to believe. Because of these reasons the Petition must be dismissed and denied.

22. Further to the above and true to their usual flagrant disregard and disrespect for the court Petitioners Representatives appearing before the ECOWAS Community court have shamefully filed countless Motions (about four or five) praying for postponement to stay proceedings in the matter with the only excuse that they cannot get whole of the case file when in fact the Ministry Justice Representatives have sufficiently tempered with the case file.

23. Further to the above, Respondents say although petitioner's allegation regarding the trial is completely false and misleading, but Respondent says even assuming without admitting that the allegation is true, why then did the petitioner sit supinely without taking any step to set aside the so-called bogus and void judgment? Why is it that when the Bill of Information was filed and the petitioner cited they did not raise such issue? Why is it that at the hearing of the several Bills of Information in the matter they did not raise the issue of lack of original writ, notice of assignment, etc. only now when they have played in the case file? Their failure to so raise such issue at that time clearly shows that no such irregularity existed until they had got whole of the case file. Respondent maintains that all of the records Petitioner considered missing from the case file were in the case file up to and including the last action taken in the matter by His Honor Peter W. Gbenewelleh.

24. As to count fifteen(15) of the Petition, regarding the law cited, Respondent says the same presents no traversable issue because during the trial of the case, the plaintiff now Respondent proved its side of the case that led the trial jury to come out with a verdict in favour of FIDC. That verdict remained unchallenged over a period of ten Years until just a couple of months ago when the petitioner that knew about it all along decided to file a motion before the ECOWAS Court then belatedly, this Honorable Court on prohibition.

25. Further to the same count fifteen wherein petitioner is raising the issue of lack of payment for the iron ore, Respondent says} perhaps the petitioner is oblivious of the terms and conditions of the contract. It must be remembered that after the Respondent and LIMINCO had entered into the iron ore sale contract, Respondent proceeded to Europe and engaged foreign Financial institutions and buyers who also engaged ship owners to carry out the required shipments as a result of which one shipment was made and the vessel that came for the second shipment could not enter the port of Buchanan because the Model rebel forces had already taken over the port. This takes over created by Model huge financial losses to Respondent and in fact made it liable to its overseas creditors and other parties in interest.

26. Further to the above, Respondent says the contract between FIDC and LIMINCO created liens on the stock pile of iron are in favour of Respondent. That is the reason why

the Attorney General advised the Minister of Lands, Mines and Energy not to unilaterally sell the ore without first cancelling the contract.

27. As to count sixteen, seventeen and eighteen of the Petition, regarding the cancellation proceeding between FIDC original shareholders and VlademirJuha as handled by Counsellor McFarland that led to the ethic proceeding against him, that issue has since been laid to rest when the Honorable Supreme Court confirmed and affirmed the judgment of May 25 2005 that cancelled the sale contract between FIDC original shareholders and Juha. Therefore the same is not relevant to the issue at bar.

28. As to count nineteen of the Petition, wherein it is stated that FIDC replied admitting to FIDC transferring its interest in the stock pile of the 800,000 metric tons of the iron ore, Respondent says at the time it admitted to the transfer} the arrangement between it was still in enforce, however, LIMINCO/GOL breached the terms and conditions when it only paid U5$225,000.00 to FIDC and refused to pay the balance. This led to the suit first for specific performance that was later withdrawn and amended to action of damages. Received payment for the 800,000 metric tons of iron are through Pierre} Tweh Associates without indicating the default and the breach on the part of the petitioner, Count nineteen is therefore a fit subject for dismissal. Respondent submits that the admission was made in error because the lawyer had thought that the transaction referred to was in place little did the Lawyer know that the Government made only partpayment and refused to honor its own obligation. This led to the suit out of which the judgment grew.

29. Respondent does not deny count twenty of the Petition. The Honorable Supreme court is aware of its own records.

30. Count twenty one of the Petition merely tried to confuse the facts of the case and therefore the same being false and misleading it must be dismissed and denied. Respondent reiterates that although it was forced into entering a deal to relinquish its interest in the 800,000 metric tons of iron ore at the Port of Buchanan to LIMINCO/GOL. Petitioner herein, the same Petitioner failed and refused to abide by its own arrangement when it failed and refused to pay Respondent. This led to the suit against the Petitioner for which Respondent obtained judgment.

31. As to count twenty two of the Petition, Respondent says prior to petitioner's Motion before the ECOWAS Court and Petitioners petition, Respondent had no knowledge of the existence of any institution called IFC. Respondent says petitioner's exhibit p/12 is self-serving and a complete fabrication by petitioner, The Shareholders/owners of FIDC including, Messrs Karol Sochor who is majority holder, Hon Nathaniel Barnes, former Chairman of the Board and peter Mleskya 33% shareholder as well as a II officers of FIDC have no knowledge of any institution called IFC.

Further Respondent says it is totally surprised to hear of check paid by IFC thru the Civil Law Court for Montserrado County involving the alleged interest of Respondent. Respondent says since its formation in early 2000s, it has never whether directly or otherwise dealt with any institution, individual or any agency of government called IFC. Therefore the so-called IFC that allegedly made payment of whatsoever amount or agreement with the Civil Law Court is unknown to Respondent. Attached is shareholders affidavit denying ever knowing any group called Ife and is marked as R/4.

32. Further to the above Respondent says if any institution or group entered into iron ore sale contract with the Civil Law Court, that transaction is separate and distinct and has

nothing to do with the Respondent's claims against the government of Liberia. Respondent therefore submits and says that the issue of the so-called IFC transaction with Civil Law Court for whatsoever reason is very irrelevant to the matter before this Court.

33. Count twenty three of the Petition is equally dismissible for the following reasons:

A. As to the statement by the Petitioner that..,"these are the likes of investors who come to Africa and collude with our own citizen to take advantage of the vulnerability of our system, and to exploit the resources of our countries," Respondent says this statement is highly politically motivated, non-legalistic and devoid of simple principle of law in our jurisdiction: it is very well intended to seek sympathy of this Court and to prejudice the interest of Respondent taking into account that the majority shareholders of Respondent FIDC are Europeans. Respondent is an institution organized by persons that have committed m I 'lions of United States dollar's in Liberia in various economic sectors, the amount involved does not include any money from the coffers of the government of Liberia or any local institution. As a matter of fact, one of the majority shareholders of the Respondent has just invested over quarter of a million dollars by establishing a quarry in Bong County.The money committed to that project is not from any bank or any institution or persons in Liberia, but rather from the Investors own home and out of family resources. The project has employed several Liberians that are happily working and supporting their families while the project pays its taxes regularly without any disturbance, the statement therefore is false and grossly prejudicial and misleading as it relates to Respondent and its shareholders.

B. As to the statement that. .. "it is wicked for foreign persons to use some of our own hands against ourselves." Respondent takes exceptions to such statement for reason that at no time did Respondent connived with or use the hand of any Liberian to cheat the government. Respondent is owned by honest people who came to Liberia to make business and in partnership with some Liberians who are meaningfully contributing their quota to the economic recovery program of Liberia. That is why the project above referred is being successfully carried out with the inclusion of some respectable Liberians.

Count twenty three of the petition been emotionally charged, grossly sentimental I outrageously prejudicious the same must be dismissed and denied and with it the entire petition.

34. Further to the above and further traversing count twenty four of the petition, Respondent says it is unfortunate that the clerk allowed herself to be used in such manner merely because of threats. The truth of the matter is that it is the very Clerk who filed the complaint, issued the writ of summons based on the written direction attached to the complaint; it is the very clerk who swore the trial jury on that Saturday of April 2005 before the trial commenced; it is the very Clerk who signed one of the writs of execution in the matter; the very Clerk who along with Judge Kaba wrote the president of Liberia, informing her of the pendency of the judgment, August 13, 2008; it is She that filed Chief Justice Lewis' letter to Judge Kaba regarding the same matter. She, along with Judge Peter Gbenewelleh" wrote the Minister of Justice Counselor Christiana P. rah, November 16, 2009, all of which copies are attached and marked as R/5 and made a part hereof.

35. Further to the above, Respondent says information gathered revealed that officials from the Justice Ministry went to the court and threatened that if the Clerk and her staff sat there and make government to pay such huge money to foreigners, some of them will lose their jobs. As these people are civil servants, they felt intimidated and afraid and therefore had to issue such shameful certificate when they are quite aware that all the legal procedures were

properly followed. It is therefore very strange that the original case file has surprisingly disappeared in thin air. Is the clerk saying that she acted with mere photocopies of the case document or that she partook in the trial ad produced minutes of court without the proper documentation? This of course brings credibility problem of the Clerk and her staff that issued the certificate.

36. Further to the above, information also gathered revealed that the case file was taken aware by someone who is not a court officer and had it at her home quite against the normal practice and rules of court. It is forbidden for any person to take away a case file from the court. The only exceptions are in cases where the Clerk as custodian of courts records takes a case file out to photocopy it or transcribe the records when mandated to do so or carries the case file to Supreme Court only when the matter is either on appeal or on remedial process. The other exception is that a judge presiding and only during his term by assignment may take a case file home to review and properly acquaint himself/herself with the-facts of the case or to prepare his/her ruling in such Respondent says the fact that the entire case file was taken out of the file room by the Solicitor General rather than requesting for photocopy of the case file clearly shows that the file has been sufficiently tampered with. It is therefore not surprising that some vital documents of the case would be considered as non-existent only to impress upon this court that the judgment was obtained improperly.

37. Respondent says, the Judgment in the case was obtained following a proper trial and after all the necessary precepts had been served on the petitioner representatives in persons of the Ministry of Lands, Mines & Energy and LIMINCO, but they chose to ignore the precepts. The Sheriff's returns to that effect were on the case file up to 2009 and yet the Petitioner now alleges that no such evidence exists and therefore fraud has been committed. Respondent says the allegation of fraud is totally false and misleading. The issue of fraud is a mere allegation without proof and therefore a fit subject of dismissal.

38. To counts twenty five and twenty six, while Respondent does not dispute the law cited, yet Respondent says those laws are not applicable to the instant case because the trial judge and a II those that succeeded him exercised proper jurisdiction over the matter and did not proceed by any wrong rules as falsely alleged.

39. Count twenty five presents no traversable issue in respect of the law on prohibition. Judge did not exceed his jurisdiction nor did he proceed by the wrong rules.

40. Further to the above and traversing count twenty six of the petition, Respondent says prohibition will not lie in the instant case because the 6thJudicial civil Law properly acquired proper jurisdiction over the subject matter and over the persons of the Ministry of Lands, Mines & Energy and the president of LIMINCO. Respondent says, the original Lawyer who had the entire court records in person of Counsellor R. Flaawgaa McFarland died during his suspension following which his widow closed his law office, lock up the entire records of the office and went to the united States of America where she presently resides and all efforts to get her or enter and get the case file has proven futile. Her brother John Steward has issued an affidavit to that effect and is attached and marked as R/8 to form a part of these Returns.

41. Further to the above and traversing counts twenty five and twenty six together, Respondent says the petitioner has alleged that it did not have its day in court, although it was properly served and brought under the jurisdiction of the Court but chose to stay away as usual. Accordingly. Prohibition is not the proper remedy under our law. Further ~ matter is already pending before the ECOWAS court as earlier admitted by the petitioner. The same petitioner that has submitted itself to that Court, it cannot now come to file a petition for

prohibition before this Court. Petitioner's intent therefore is to put this Honorable Court and the ECOWAS court at quandary with each other.

42. Respondent says as all the necessary procedures were followed and the petitioner brought under court's jurisdiction but refused to appear, prohibition cannot lie under the circumstance. That is why the Honorable Supreme Court has said that…"A writ of prohibition will not be granted to correct irregularities wherein the petitioners for prohibition inexcusably failed to appear as Defendants." Kpunelet, AI vs. Hunter et. AI.15LLR 50, 55{1955), meridian BAO Bank Liberia ltd vs. His Hon, Francis Topor, 38LLR 174 text at 180.

43. Respondent denies each and every count in the Petitioner's Petition that are not specifically traversed in these Returns.

WHEREFORE AND IN VIEW OF THE FOREGOING, Respondent prays your Honors as follows:

1. To deny and dismiss Petitioner's Petition and order the parties to return to ECOWAS Court has already acquired jurisdiction over the parties prior to the Petition for prohibition.

2. And grant unto the Respondent any and all other rights that may be deemed just and legal.

On August 16, 2016, the Government of Liberia filed resistance to the motion to dismiss stating that the Supreme Court does have jurisdiction to hear the petition for prohibition and that the Solicitor General of the Republic of Liberia is authorized by law to verify the petition on behalf of the Liberian Government.

Noting that the parties had consolidated their arguments to the motion to dismiss and the petition for a writ of prohibition in their respective briefs, and in order to expeditiously dispose of the matter, this Court consolidated the motion to dismiss and the petition for the writ of prohibition and the returns thereto. Before proceeding to the merits of the petition, we must address the issue of improper verification raised by the co-respondent, FIDC, as this will determine whether or not the petition is properly before this Court in order to assume jurisdiction over the parties. The lawyers for co-respondent FIDC contended, inter alia, that the Government of Liberia, being the party filing the petition for prohibition, it should have been the 'Government of Liberia' verifying the petition for prohibition and not the Solicitor General, Counsellor Betty Lamin-Blamo. In order to fully capture this contention of the co-respondent, FIDC, on this point, we quote herein below count 3 of the motion to dismiss which reads as follow:

"For the above, movants say the entire petition is a fit subject for dismissal because Chapter 9, section 9.4 of the Civil Procedure Law provides that "verification shall be made by the party serving the pleading or by the Attorney of such party, provided however that the complaint in an action to secure an injunction or in a prohibition proceeding shall in every case be verified by the party himself. Movants respectfully submits that the case at bar has designated petitioner as the Government of Liberia but it is observed that the said petition is verified by the Solicitor General, Cllr. Betty Lamin-Blamo who is one of legal Counsel for the petitioner and not the petitioner itself. That the verification violates Chapter 9, section 9.4(2) (b) of the Civil Procedure Law of Liberia and therefore the said petition not being properly verified the same must be dismissed and denied as a matter of law."

It is the law that the procedure regarding remedial writs must be strictly observed and that the Civil Procedure Law does not treat a failure to verify or an improper verification as harmless error. Freeman v. Kini 23LLR 413, 416 (1974); Raymond International v. Dennis, 25LLR 131 (1976); National Vision Party et al., v. NEC, Supreme Court Opinion, March Term, A.D. 2014; Justice and Public Interest Consortium Africa (JUPICA) et al., v. NEC et

al., Supreme Court Opinion, October Term A.D. 2014. In the case before us lawyers for the co-respondent, FIDC having recognized and acknowledged that the Government of Liberia is the party petitioner in these proceedings, is contending however, that the 'Government of Liberia' should have been the one to verify the petition and not the Solicitor General, Counsellor Betty Lamin-Blamo. This argument to say the least, is a clear demonstration of the lack of understanding by the lawyers of co-respondent FIDC as to what the law is in that it is impossible on all fronts that the entire conglomerate of the Government of Liberia, comprising the three branches, inclusive of this Supreme Court to personally affixed their names and signatures to the Government's petition. This disingenuous argument does not take into account that the Government of Liberia is a legal person and not a natural person; that the Ministry of Justice is authorized by law to prosecute and defend all suits and proceedings in the courts and administrative forum and to receive all precepts where the Government of Liberia or any officer thereof is a party. The Executive Law, Rev Code 12:22.2(a). It is disappointing to note that at this stage these lawyers being members of the Supreme Court Bar, did not know that the Minister of Justice, Deputy Ministers of Justice, Solicitor General, Assistant Minister and County Attorney are authorized by law to verify any petition filed on behalf of the Government of Liberia. Id. 22.4. Accordingly, we hold that the petition was properly verified by the Solicitor General, Republic of Liberia.

This Court having consolidated the motion to dismiss the appeal and the petition the writ of prohibition, in order to expeditiously dispose of these proceedings, has culled from the pleadings and arguments of the parties two (2) issues which are:

(1) Whether or not the pendency of a matter before the ECOWAS Community Court of Justice or any foreign court can divest this Court of its constitutional prerogative of becoming ceased of a matter which remains pending before a Liberian Court?

(2) Whether or not the writ of prohibition will lie given the facts and circumstances of this case?

With regards to the first issue, which is whether or not the ECOWAS Community Court of Justice can divest the Supreme Court of Liberia of its constitutional jurisdiction, the petitioner has answered in the negative, and relied on Articles 2 and 65 of the Liberian Constitution (1986) as they relate to the jurisdiction of the Court. On the other hand, the co-respondent, FIDC has argued the converse and has advanced the argument that the Government of Liberia, being a signatory to the protocol establishing the ECOWAS Community Court of Justice, this Court should refuse jurisdiction over the present proceedings since same is pending before the ECOWAS Court. We take judicial cognizance that this issue regarding the jurisdiction of the Supreme Court of Liberia over matters pending before the courts of Liberia with that of the jurisdiction of the ECOWAS Court of Justice involving the identical parties and matter is not a novelty as the issue was clearly addressed and articulated in the case Republic v. Ayika, Supreme Court Opinion, March A.D. 2013 Term.

The facts in the Ayika case showed that Mr. Valentine Ayika applied for a writ of error in the Chambers of the Supreme Court, complaining that the Government of Liberia confiscated his money at the Roberts International Airport without according him due process. The Chambers Justice issued the alternative writ and ordered the Government of Liberia to file returns. Due to the fact that constitutional issues were raised in the petition for the writ of error and the returns thereto, the Chambers Justice, in consonance with settled principles of law, Keyor v. Borbor & Carr, 17LLR 465, 471(1966); Ayad v. Dennis, 23LLR 165, 166(1974); Goodman v. NPA, 37LLR 545, 548(1964); Garlawolo v. NEC, 41LLR 377, 383(2003); Inter Burgo v. Ministry of Agriculture et al., Supreme Court Opinion, October

Term A.D. 2008; LACC v. Sieh, Supreme Court Opinion, October Term A.D. 2014; Pioneer Construction v. Morgan, Supreme Court Opinion March Term A.D. 2015, forwarded the case to the full bench for hearing and determination. While the matter was pending before the Supreme Court en banc, Mr. Ayika proceeded to the ECOWAS Court and filed an application against the Government of Liberia, stating that his human rights had been violated when the Government of Liberia confiscated his money without due process and that he did not believe that he could get justice before the Liberian courts since the Supreme Court had not expeditiously heard and disposed of his petition for a writ of error. He therefore requested the ECOWAS Court to order the Government to return his money. The Government filed returns to the application denying the averments therein and also filed a motion to dismiss the application on the principle that the same matter was also pending before the Supreme Court of Liberia.

The ECOWAS Court listened to arguments and ruled against the Government of Liberia, stating that it had powers that superseded those of the Liberian Supreme Court and that the ECOWAS Court had the authority to divest the Liberian Supreme Court of its constitutional powers as the final arbiter of dispute even in respect of matters already pending before the Supreme Court.

Thereafter, the Government filed a bill of information before the Supreme Court of Liberia wherein it averred that the action by Mr. Ayika was an attempt to improperly divest the Supreme Court of its jurisdiction over the case conferred upon the Court by the Constitution and prayed the Supreme Court to declare the ECOWAS Court's decision unconstitutional and to also hold Mr. Ayika in contempt of the Supreme Court. This Court ordered the issuance of the alternative writ and ordered that Mr. Ayika file returns to the bill of information. Lawyers representing Mr. Ayika in Liberia conceded to the averments of the bill of information and informed the Court that they had no knowledge of their client filing proceedings before the ECOWAS Court while the matter was pending before the Supreme Court of Liberia.

In its Opinion and Judgment, the Supreme Court of Liberia declared that the ECOWAS Community Court of Justice was without the requisite legal authority to divest the Supreme Court of Liberia of its constitutional jurisdiction while the matter was still pending undetermined and the parties still under the jurisdiction of the Supreme Court. Mr. Chief Justice Francis S. Korkpor, Sr., speaking on behalf of a unanimous Court said:

"The Liberian Constitution (1986) states that the Constitution is the Supreme Law of Liberia; everything else, whether an act of the Legislature, an Executive Order of the President, a treaty, an international agreement, a protocol or any other instrument or action is subordinate to the Constitution. And where any of those instruments or acts or actions contravenes any provision of the Constitution, such acts and actions are unconstitutional and can be so declared by the Liberian Supreme Court, which is vested with the constitutional authority to make such declaration. Liberian Constitution (1986) Art 2. We now make such declaration in the instant case, holding that under the Liberian Constitution no foreign court, whether purporting to operate under a treaty arrangement, a protocol or otherwise, can be vested with the authority to deprive the Liberian Supreme Court of any of the powers granted to it by the Liberian Constitution; hence, the ECOWAS Court is without the authority, even under the protocol relied upon, to remove from the Liberian Supreme Court any matter pending before the Liberian Supreme Court awaiting determination.

Article 65 of the Constitution (1986) vest in the Liberian Supreme Court the authority as the sole final arbiter of any dispute arising in Liberia over which the Supreme Court has legally acquired jurisdiction. No Court, wherever situated and however created, or existing under any international agreement or protocol, can divest the Liberian Supreme Court of that jurisdiction, and any such agreement which seeks to do that is unconstitutional, unenforceable, ineffective and not binding on the Republic of Liberia to the extent of the

inconsistencies. The only way such authority could be so vested in another court is to have an amendment made to the Liberian Constitution. No such amendment has ever been made to the Liberian Constitution that vests such authority on a foreign court to deprive the Liberian Supreme Court of Jurisdiction acquired in a matter."

The below excerpt is how the Court addressed the applicability of international treaties and protocol to which the Government of Liberia is a signatory, as regards the authority of the Supreme Court:

"Article 34(f) of the Liberian Constitution (1986) states in clear terms that all treaties, protocols, conventions and such other international agreements negotiated or signed onto by the Liberian President shall, before they become legally binding on the Republic, be ratified by the Liberian Legislature. As long as the Liberian Legislature has not ratified the treaty, agreement or protocol establishing the ECOWAS Court, it is not binding on the Republic and even if the Liberian Legislature had ratified the Protocol establishing the ECOWAS Court, that ratification would be a violation of the provision of the Liberian Constitution. The Constitution of Liberia is clear, the Legislature cannot ratify a protocol which would deprive the Liberian Supreme Court of any authority granted it by the Constitution. Article 66 of the Constitution (1986) clearly states that the Legislature shall make no laws (including treaties and protocols) which would have the effect of depriving the Supreme Court of Liberia of its authority and powers granted the Supreme Court."

Although the facts in the Ayika case are slightly distinguishable from those in the present case in that the case was pending before the Supreme Court when Mr. Valentine Ayika took same to the ECOWAS Community Court of Justice while in the instant case the respondent is seeking enforcement of a lower court's judgment, that is, the Sixth Judicial Circuit Court for Montserrado County before the ECOWAS Community Court of Justice in a case that remained pending thereat, no foreign court, to include the ECOWAS Community Court of Justice can deprive or divest the Supreme Court of becoming seized of a matter or to exercise its authority as the final arbiter of any dispute arising in Liberia as in the instant case.

We hereby affirm and confirm the holding in the Ayika Case which we herein incorporate. Accordingly, this Court holds that no foreign court, whether operating under a treaty arrangement, a protocol or otherwise, is vested with the authority to deprive or divest the Liberian Supreme Court of any of the powers granted to it by the Liberian constitution and by virtue thereof, the ECOWAS Community Court of Justice is without the authority, even under a ratified international protocol, to divest the Constitutional authority of the Liberian Supreme Court to be seized of a matter emanating from a subordinate court.

Further, this matter being premised on the enforcement of a judgment obtained in the Sixth Judicial Circuit Court for Montserrado County, a subordinate court to the Honorable Supreme Court, the respondent had adequate remedy at law by exhausting the available local remedy, including seeking the requisite remedial process before the Supreme Court for the review of any act of the lower court rather than seeking enforcement from a foreign court.

Such action is a clear violation of article 66 of the 1986 Liberian Constitution which states thus:

"the Supreme Court shall be the final arbiter of constitutional issues and shall exercise final appellate jurisdiction in all cases whether emanating from courts of records, courts not of record, administrative agencies, autonomous agencies or any other authority, both as to law and fact except cases involving ambassadors, ministers, or cases in which the a county is a party. In all such cases, the Supreme Court shall exercise original jurisdiction. The Legislature shall make no law nor create any exceptions as would deprive the Supreme Court of any of the powers granted herein."

We shall now address the second issue of this case, which is, whether or not the writ of prohibition will lie given the facts and circumstances of this case. The Government for its part has answered this issue in the affirmative and has drawn the Court's attention to the gross procedural irregularities as sufficient grounds for the issuance of the writ of prohibition. The co-respondent, FIDC, argued that the US $15.9 million United States Dollars final ruling of April 20, 2005, was legal in all respect; that the Government of Liberia had sufficient knowledge of the said ruling but refused to comply therewith and that the writ of prohibition cannot serve as a substitute for an appeal.

Let's us quickly note that during argument before the Court, the co-respondent, FIDC, also contended that the writ of prohibition was not the proper remedy available to the Government of Liberia, but rather the Government should have sought remedy by way of a bill of information.

But assuming arguendo that were we to consider the argument by the co-respondent, FIDC, that the writ prohibition was not the proper remedy available to the Government, rather a bill of information, can a bill of information lie in the instant case? We think not. In order for a bill of information to lie, the matter forming the basis of the information must have been pending before the Supreme Court, or decided by it; there must be an act tending to usurp the province of the Supreme Court; that there must exist some irregularities or obstruction in the execution of the Supreme Court's mandate; or there must have been a refusal to carry out the Supreme Court's mandate. Nyumah et al., v. Kontoe, 40LLR 14, 20 (2000); Houssenini v. Jawhary, Supreme Court Opinion, March Term, 2005; Jawhary v. Ja'neh, Supreme Court Opinion, October Term A.D. 2012; NEC & Tornonlah v. CDC et. at., Supreme Court Opinion, March Term, 2014; K & H Construction Company v. Realty Trust of the late William E. Dennis, Sr., Supreme Opinion March Term, A. D. 2015.

In the instant case, there was no proceeding between the parties that was pending before or decided by the Supreme Court, neither was there any act indicating the usurpation of this Court's mandate, nor a refusal to execute the Court's mandate. Hence, a bill of information is not a proper remedy.

The Court has meticulously attended to the entire facts and circumstances of this case in order to highlight the level to which the case was rigged with unprecedented maneuvers, irregularities, fraud, schemes and pettifogging employed by the lawyers and some judges with the intent to blaspheme the sanctity of the law and thereby erode the confidence in and respect for the courts of this Republic. This is evident by pertinent facts of this case which show that after the Attorney General had declared the February 4, 2003, Sales Agreement valid and enforceable, the co-respondent, FIDC, on March 3, 2004, by board resolution authorized its shareholder and corporate secretary, Mr. Nathaniel Barnes, to enter and conclude negotiations with the Government; that pursuant to this board resolution Mr. Barnes on March 23, 2004, relinquished to the Government, co-respondent FIDC's interests in the February 4, 2003, Sales Agreement relating to the iron ore for an agreed price of US $450,000 (Four Hundred Fifty Thousand United States Dollars) which was partly paid in the amount of US$225,000.00 (Two Hundred Twenty-Five Thousand United States Dollars) to the Pierre, Tweh & Associates Law Firm, as per Mr. Barnes' irrevocable payment instructions dated March 24, 2004.

Still revealing the extent of FIDC's illegal deeds in order to defraud the Government of Liberia, we saw from the records how FIDC in collusion with its lawyers and vice-versa the lawyers in collusion with some judges fabricated records, entered into questionable transactions like the one entered into between FIDC/Sochor and FIDC/Juha wherein they stipulated that the Government of Liberia had made partial payment of US $350,000.00

(Three Hundred Fifty Thousand United States Dollars) but failed to indicate a specific amount of the government's indebtedness against which this US $350,000.00 was paid but only stated that there remained a balance of US $2,000,000.00 (Two Million United States Dollars) without any iota of proof. It was based upon this unsupported and blanket stipulation of US $2,000,000.00 (Two Million United States Dollars) that Mr. Vladimir Juha proceeded to the Sixth Judicial Circuit Court, Montserrado County, presided over by Judge Emery Paye. At that trial, Mr. Karel Sochor served as the first witness for FIDC/Juha and had the court and jury miraculously convert the said debt of US $2,000,000.00 (Two Million United States Dollars) to a US $15.9 million dollars debt. We also saw that the Government of Liberia was never accorded its constitutional right of due process to be brought under the jurisdiction of the court and accorded the opportunity to be heard and to defend the case against it, as well as Judge Emery Paye's deliberate act of ignoring the mandatory requirement of the law to appoint a lawyer to take the ruling for the Government in its absence. Wolo v. Wolo, 5LLR 423(1937);Mulbah v. Dennis, 22LLR 46 49-50(1986);Express Printing House v. Reeves, 35LLR 455 464 (1988);LAMCO v. Bailey 33LLR, 461, 469-470(1985); Mitchell v. The Intestate Estate of the late Robert F. Johnson, 39LLR 467, 473(1999); Gray v. Kaba, 40LLR 38, 47(2000);UMC v. Cooper et. al., 40LLR 449(2001);United Logging Company v. Mathies, 41LLR 395, 401 (2003);Snowe v. Some Members of the House of Representatives, Supreme Court Opinion Special Session, 2007;LTA v. West Africa Telecom, Supreme Court Opinion March Term, 2009; Brown-Bull v. TRC, Supreme Court Opinion October Term, 2009;Williams v. Tah et al.,Supreme Court Opinion October Term 2011;Broh v. House of Representatives, Supreme Court Opinion, October Term, 2013.The Intestate of the late Alhaji Massaquoi v. A.M.E Church, Supreme Court Opinion, October Term A.D. 2014

So appalling was the unethical conduct of Judge Emery Paye that he surreptitiously empanelled a special jury during the course of the March Term A.D. 2005 when the regular jury for that Term was still empanelled; that he conducted the entire proceedings in a single day, Saturday April 16, 2005, and then rendered final ruling on April 20, 2005, without performing his statutory duty by appointing a lawyer to take the ruling on behalf of the Government. LAMCO v. Bailey 33LLR, 461, 469-470(1985); Mitchell v. The Intestate Estate of the late Robert F. Johnson, 39LLR 467, 473(1999); Gray v. Kaba, 40LLR 38, 47(2000); United Logging Company v. Mathies, 41LLR 395, 401 (2003); The Intestate of the late Alhaji Massaquoi v. A.M.E Church, Supreme Court Opinion, October Term A.D. 2014. In addition to this unorthodox conduct, the records show that Judge Emery Paye further plunged his judicial stature to a demeaning unethical predicament by colluding with Counsellor Flaawgaa R. McFarland in a serious act of conflict of interest when he rendered two separate final rulings in one cancellation proceedings firstly, in favor of Mr. Vladimir Juha and then in another bizarre twist of events, in favor of Mr. Karel Sochor.

The records show that between March 31, 2006, and June 16, 2006, Judge Karboi Nuta, conspiring with Counsellor Flaawgaa R. McFarland, also boarded this unethical band wagon by making the trial court a party to a matter before it, with respect to the iron ore stockpiled at the Port of Buchanan when he made the trial court enter into two separate sale agreements, as 'the seller' with a company called Investment Finance Corporation (IFC) as 'the buyer.' By subjecting the trial court to the role of a merchant, Judge Nuta compromised the court's cardinal judicial virtue of impartiality, independence, dignity and immunity thereby breaching Judicial Cannon Thirteen which states that "a judge should not accept inconsistent duties, nor incur obligation, pecuniary or otherwise, which will in any way interfere or appear to interfere with his devotion to the expeditious and proper administration of his official functions." Also, by ignoring these principles of law Judge Nuta exposed himself to the severity of Judicial Canon Thirty-Five which states that "a judge shall

be subject to disciplinary action for the wanton, and reckless abuse of his discretion which become violative of the constitution, statute and laws."

With the trial court now as 'the seller' in sale of the iron ore through the act of Judge Nuta, Counsellor M. Wilkins Wright on behalf his client, FIDC/Sochor, applied for a writ of prohibition on April 12, 2006 to prevent the court from selling the iron ore. Being unable to persuade the Chambers Justice to issue the alternative writ, Counsellor M. Wilkins Wright and his client dragged Counsellor Flaawgaa R. McFarland before the Grievance and Ethics Committee and the Supreme Court which, as aforestated, suspended Counsellor Flaawgaa R. McFarland from the practice of law for acts of conflict of interest. This posture of Counsellor M. Wilkins Wright against Counsellor Flaawgaa R. McFarland would have been noble and honorable in all respect if only he had refrained from representing the Government against his former client, FIDC/Sochor. As stated earlier, the records show that upon assuming the office as Solicitor General, Republic of Liberia, Counsellor M. Wilkins Wright in filing returns to a bill of information filed by FIDC/Sochor conceded to the US$15.9 million final ruling rendered in favor of his client FIDC/Sochor without revealing the status of his lawyer-client relationship with FIDC/Sochor, thus committing the same act of conflict of interest in breach of the code of ethics as was similarly done by Counsellor Flaawgaa R. McFarland.

Despite all these egregious ethical and procedural chicaneries painstakingly elaborated herein, the co-respondent, FIDC and its lawyers are still bent on defending the bogus, fraudulent and illegal US$15.9 million Dollars final ruling of April 20, 2005, by seeking the dismissal of the petition for the writ of prohibition, arguing that same cannot serve as a substitute for an appeal. This Court says that it out rightly rejects this argument because, while ordinarily the writ of prohibition will not serve as an appeal, our case laws are replete with numerous Opinions where the writ of prohibition has been invoked and was granted to prevent and undo the perpetration of fraud as was done in the present case. Prohibition can be granted not only where a court exceeds its jurisdiction or is without jurisdiction, but also where the court has jurisdiction and is proceeding by wrong rules. For such a case prohibition will not only restrain or prevent further action but it will reverse and undo what has already been done to perfect the administration of justice.

A classic example of the granting of the writ of prohibition to perfect the administration of justice in cases of great necessity is found in the case, Boye v. Nelson 27 LLR 174, 178 (1978). In that case, the petitioner was never made a party to an ejectment proceeding that was concluded by a final ruling, yet the sheriff, in enforcing the court's final ruling attempted to evict her. The petitioner immediately applied for a writ of prohibition which was granted by the Chamber Justice on grounds that the petitioner was not accorded her day in court. On appeal, the respondent argued that the writ was inapplicable since there was a final ruling by the trial court and that the respondent had been placed in possession hence, there was nothing left to be undone. The Supreme Court rejected this argument and held thus:

"the writ of prohibition is not one of right, but one of sound judicial discretion, to be granted or refused according to the facts and circumstances of the particular case…In such a case, the writ will not only prohibit the doing of an unlawful act but goes to the extent of undoing what has already been done".

Also, in the case Togba v. Republic 35 LLR 389 (1988), the petitioner was indicted and tried for murder; however after the jury deliberated, they returned a verdict of acquittal in favor of the petitioner. The respondent excepted to the verdict on grounds that the jurors were contaminated. The trial judge sustained respondent's exception, disbanded the jury, ordered a new trial and imprisoned the jurors and the petitioner. The petitioner applied for a writ of prohibition before the Chambers Justice who heard the application but denied same on

grounds that the trial judge did not proceed by wrong rules or exceed his jurisdiction and, that there was nothing left to be undone in the face of a new trial that had been awarded.

On appeal, the Supreme Court found the trial judge to be in error and reversed the ruling of the Chambers Justice, holding as follow:

"prohibition will be granted where great injustice and irreparable injury may result. It is granted to perfect the administration of justice and for the control of subordinate functionaries and authorities. It is granted to prevent arbitrariness, usurpation, or improper assumption of jurisdiction on the part of an inferior tribunal. Prohibition is granted to prevent some great outrage upon settled principles of law and procedure, in cases where wrong, damage, and injustice are likely to follow such action. Where an action or proceeding makes it apparent that the rights of a party litigant cannot be adequately protected by a remedy, other than the exercise of this extraordinary jurisdiction, it is not only proper to grant the writ of prohibition, but that it should be granted." Id. 400-401

The principles of law in the cases cited supra are applicable to the present prohibition proceedings in that besides the fact the no due process was accorded the Government of Liberia, the entire proceedings in the trial court were rigged with fraud, irregularities and unethical conduct committed by lawyers and judges, that granting the writ of prohibition is a matter of extreme necessity to perfect the administration of justice, and extinguish this outrage upon well settled principles of law, yea the Judiciary. Hence, in view of the case laws and the legal citations enounced herein, we hold that the writ of prohibition will lie to completely undo and restrain the enforcement of the bogus and fraudulent US $15.9 million final judgment of April 20, 2005, and that the entire proceedings of April 16, 2005, which culminated into the fictitious US $15.9 million final ruling of April 20, 2005, is hereby declared null and void in all respect and same is hereby set aside and invalidated.

Before concluding this ruling, we deem it of utmost importance that we address the unethical conduct displayed by the circuit court judges, the lawyers representing co-respondent, FIDC/Juha and FIDC/Sochor in the entire proceedings, commencing from the trial court to the present petition for the writ of prohibition.

It is said that "the evil a man does lives after him…" William Shakespeare. Hence, we are not surprised that even after the death of Counsellor Flaawgaa R. McFarland, his notoriety still haunts Judge Emery Paye, Judge Karboi Nuta and Counsellor M. Wilkins Wright.

The conduct of Counsellor M. Wilkins Wright, then Solicitor General, Republic of Liberia who had previously represented his client, FIDC/Sochor, in this matter, without recusing himself, deliberately obscured the fact of the lawyer-client relationship with FIDC/Sochor. At that time Counsellor Wright conceded to the judgment of US$15.9 million which was against the Government of Liberia but in favor of his client, FIDC/Sochor. This act of Counsellor Wright is a gross conflict of interest in breach of Rules 8 and 9 of the Code for the Moral and Ethical Conduct of Lawyers, already quoted herein above. Counsellor M. Wilkins Wright is therefore suspended from the practice of law directly and indirectly within the bailiwick of this Republic for a period of 12 calendar months as of rendition of this Court's Judgment.

Regarding Judge Emery Paye, we first take recourse to the Karngar case wherein he attempted to reverse a 38 year old judgment of his predecessor by conducting a new jury trial and rendering final ruling thereon in a single day the same as he did in the trial below. This unethical conduct of Judge Paye necessitated the filing of a complaint against him before the Judicial Inquiry Commission which investigated him and recommended to the Supreme Court that he be suspended for a period of 6 months from the practice of law for acts of impropriety committed in the McFarland case and the Karngar case.

At the hearing of the Judicial Inquiry Commission's report by the Supreme Court, Judge Paye pleaded for clemency stating that he was not aware of the records in the Karngar case and that his signature on the trial court's records and judgment was obtained surreptitiously by the clerk who, according to him, fictitiously prepared the records and placed same on his desk for signing. The Supreme Court although gravely disturbed by the conduct of the judge, granted his plea for clemency and was very benevolent towards him by sustaining the 6 months suspension recommended by the Judicial Inquiry Commission.

However, revisiting the facts and circumstances of this case, the Court observes a consistent pattern of unethical conduct and deliberate disregard for the law by Judge Paye, thus bringing the image of the Judiciary into public ridicule and disrepute.

This Court says that although the tenets of mercy and compassion are interwoven within the fabric of our justice system, we cannot sit supinely and see these tenets being abused by judges and lawyers and having in their trails a plethora of impropriety, impunity and disrespect to the rule of law. The Supreme Court has held thus:

"it will not allow [lawyers and] judges to enjoy the luxury of abusive behavior or conduct which has the effect of threading against the guaranteed rights of our citizen, with impunity. The Court in such cases will insist and demand the highest degree of accountability and will not hesitate to impose such penalties as it deem warranted in the circumstances, to address acts of injustice." Karngar v. The Heirs of Trifina Gould, Administratrix of the Intestate Estate of the late Cecelia Harper, Supreme Court Opinion, October Term, A.D. 2012.

Therefore, Judge Emery Paye is hereby suspended for a period of 12 calendar months as of the rendition of this Opinion. During the period of his suspension, Judge Paye shall forfeit all salary, allowances, and other emoluments.

As for Judge Karboi Nuta, the record show that between March 31, 2006, and June 16, 2006, he, in collusion with Counsellor Flaawgaa R. McFarland made the court a party to the proceeding by designating the court as a seller in two separate sales agreements with the Investment Finance Corporation (IFC) in respect of the Iron Ore at the Port of Buchanan, Grand Bassa County, thus, compromising the independence, neutrality integrity and impartiality of the court. Judge Karboi Nuta's conduct in belittling the court to the level of a merchant is also seen in a receipt indicating that pursuant to the sales agreement with the IFC, the court, under the signature of Captain T. Ciapha Carey, Sheriff of the Sixth Judicial Circuit Court, Montserrado County, received the amount of US$500,000.00 (Five Hundred Thousand United States Dollars) as payment for the sale of 40,000 metric tons of the iron ore at the port of Buchanan in a questionable manner.

Hence, for this abuse of his office and for compromising the neutrality and dignity of the court, Judge Nuta is suspended for a period of six (6) calendar months as of rendition of this Court's Judgment. During the period of his suspension, Juge Nuta shall forfeit all salary, allowances, and other emoluments.

That with regards to the conduct of Counsellors Sayma Syrenius Cephus and Roland F. Dahn, the Court is convinced that had they meticulously reviewed the case files, they would have observed that the judgment of April 20, 2005, awarding damages to FIDC/Sochor in the amount 15.9 million United States Dollars was fraudulent and a sham intended to defraud the Government of Liberia.

Also, Counsellors Sayma Syrenius Cephus and Roland F. Dahn pleading the issue of lack of jurisdiction by this Court to hear the petition for a writ of prohibition on grounds that the matter of the 15.9 million United States Dollars was pending before the ECOWAS Court of

Justice undermines the authority of this Court of being seized of a case that emanated from a final ruling of a trial court within this jurisdiction and for raising this selfsame issue that was already passed upon in the Case Republic of Liberia versus Valentine Ayika, Supreme Court Opinion, March Term, A.D 2013. The Court, in that case, opined thus:

"no court wherever situated and however created, or existing under any international agreement or protocol can divest the Liberian Supreme Court of that legally acquired jurisdiction, and any such agreement which seeks to do that is unconstitutional, unenforceable, ineffective and not binding on the Republic of Liberia to the extent of the inconsistencies."

Therefore, these lawyers are sternly warned that a repetition of this course of action will lead to stringent disciplinary action.

WHEREFORE AND IN VIEW OF THE FOREGOING, the alternative writ of prohibition is confirmed and the peremptory writ ordered issued; the Clerk of this Court is ordered to send a mandate to the trial court ordering the judge presiding therein to resume jurisdiction over this case and give effect to this judgment.

Petition granted.

When this case was called for hearing, Counsellor Betty Lamin-Blamo, Solicitor General, Republic of Liberia, appeared for the petitioner. Counsellors Roland F. Dahn of Yonah, Obey and Associates and Sayma Syrenius Cephus of CEMAR Law Offices, appeared for the respondents.