IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA
SITTING IN ITS MARCH TERM, A.D. 2021

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

Jackson F. Doe, Jr. by and thru his Attorney - In-Fact, Jeanatte M. Doe of the City of Monrovia, Republic of Liberia…… ……..…Appellant	)	
Versus	)	APPEAL
His Honor Joseph N. Nagbe, Justice in Chambers Presiding, March Term, A.D. 2019, Supreme Court of Liberia and Liberia Petroleum Refining Company by and thru its Managing Director Nyemandi Pearson and all other officers, of the City of Monrovia, Republic of Liberia…… …….Appellees	)	
GROWING OUT OF THE CASE:	)	
Liberia Petroleum Refining Company by and thru its Managing Director Nyemandi Pearson and all other officers, of the City of Monrovia, Republic of Liberia……..…Petitioner	)	
Versus	)	PETITION FOR A WRIT OF PROHIBITION
Resident Judge James E. Jones, Debt Court for Montserrado County, Temple of Justice, and Jackson F. Doe, Jr. by and thru his Attorney - In-Fact, Jeanatte M. Doe of the City of Monrovia, Republic of Liberia……Respondents	)	
GROWING OUT OF THE CASE:	)	
Liberia Petroleum Refining Company by and thru its Managing Director Nyemandi Pearson and all other officers, of the City of Monrovia, Republic of Liberia……..Informant	)	
Versus	)	BILL OF INFORMATION
Jackson F. Doe, Jr. by and thru his Attorney - In-Fact, Jeanatte M. Doe of the City of Monrovia, Republic of Liberia……Respondent	)	

GROWING OUT OF THE CASE:	)	
	)	
Jackson F. Doe, Jr. by and thru his Attorney - In-Fact, Jeanatte M. Doe of the City of Monrovia, Republic of Liberia……..Plaintiff	)	
	)	
Versus	)	ACTIOON OF DEBT
	)	
Liberia Petroleum Refining Company by and thru its Managing Director Nyemandi Pearson and all other officers, of the City of Monrovia, Republic of Liberia……Defendant	)	

Heard: March 18, 2020 Decided: August 20, 2021

M.R. JUSTICE KABA DELIVERED THE OPINION OF THE COURT

Our distinguished colleague, Mr. Justice Joseph N. Nagbe, then Justice presiding in the Chambers of this Court sitting in its March Term, A.D. 2019, entertained and granted a petition for a writ of prohibition filed on the 5th day of April, 2019 by the Liberia Petroleum Refining Company (LPRC) by and thru its Managing Director, Nyamandi Pearson and all other officers, co-appellee corporation. This matter is before us on an appeal announced from our colleague's ruling.

The petition before the Chamber Justice substantially alleged as follows: That the judge in the Court below, without subject matter jurisdiction, heard and decided an action of debt filed by Jackson F. Doe, Jr., by and thru his Attorney-in-Fact, Jeanette M. Doe, the appellant; that the judge denied the co-appellee corporation's bill of information which attacked the subject matter jurisdiction of the trial court; that the trial judge committed prejudicial error when he, sitting as the judge of the debt court, entertained a claim of severance pay filed by the appellant; that in spite of the alleged lack of subject matter jurisdiction, the trial court was endeavoring to enforce the judgment emanating therefrom; that the Ministry of Labour and the National Labour Court have exclusive jurisdiction over breach that arises from an employer-employee relationship; that the jurisdiction of a court is vested in it by law; that a court cannot render a valid and enforceable judgment if it is without jurisdiction; that the Supreme Court has held that issue of a subject matter jurisdiction can be raised by a defendant and determined by a court at any time before and after final judgment; and that prohibition will lie to restrain and prohibit the judge from carrying out the illegal act against the co-appellee corporation. The

co-appellee corporation, therefore, prayed for a writ of prohibition against the judge.

Pursuant to the issuance of the alternative writ and the order contained therein, the respondent filed a returns and essentially contended as follows: that prohibition will not lie where the co-appellee corporation did not note exception to the final judgment nor announce an appeal therefrom, the parties to the dispute taxed the bill of cost and the judge approved the taxed bill of cost thereby terminating all disputes as to the judgment; that the appellant denied that the trial court did not have subject matter jurisdiction over the underlying action of debt because the co-appellee corporation had written the appellant through his lawyer admitting that it was obligated to the appellant in the amount of United States Dollars Seventy-Two Thousand Eight Hundred (US$72,800.00) and promised to pay the said amount; that the co-appellee's letter removes the matter from the realm of a labor dispute to an obligation to pay a sum certain in the same manner as when a person accused of theft of property makes a promissory note at a police station to pay, the matter is removed from theft of property to debt; that a bill of information is not a substitute for an appeal; that a failure to meet the statutory requirement of an appeal cannot be cured by a writ of prohibition; that the Debt Court has subject matter jurisdiction over a sum certain due whether by a contract, judgment, or statute; that an action of debt lies by contract without specialty, either expressed or implied; that an action of debt is a more extensive remedy for the recovery of money than assumpsit or covenant, for it lies to recover money due on legal liabilities,…due on an account stated, …whenever the demand is for a sum certain or it is capable of being reduced to a certainty; that the appellant denied that the co-appellee gave notice that it will take advantage of the statute controlling, rather the co-appellee announced an appeal from the ruling on the bill of information which appeal was denied; that assuming without admitting that the co-appellee has the right to appeal, the proper remedy under the law is not prohibition, but a petition for a writ of mandamus to compel the judge to grant its appeal; and that the co-appellee filed its petition for the mere purpose of delay. The appellant, therefore, prayed the Chambers Justice, among other things, to quash the alternative writ and denied the issuance of the peremptory writ.

Upon hearing of the petition, our colleague granted the peremptory writ and reasoned as follows:

“This Court is inclined to agree with the [petitioner]/defendant for the fact that to claim severance pay, there must have existed a relationship between an employer and employee; for severance is defined as money paid by an employer to an employee whose services have been severed due to economic reasons and other factors which may prevent the company to operate at such. This not being a debt owed the co-respondent, Jackson F. Doe, Jr., the Debt Court had no statutory standing/jurisdiction to conduct hearing/trial of the matter. Going further, the Supreme Court has held that: ‘even though the debt court, being a court of records, has the right to enter declaratory judgment, yet the subject matter must first be cognizable before the debt court; i.e., the relationship between the parties must be that of debtor-creditor relationship.' Scanship v. Flomo 41 LL 181, text 189. This Court also held that: ‘the courts of Liberia, including the Supreme Court, are duty-bound to first determine their own jurisdiction over a given matter because where jurisdiction is wanting, every action taken by such courts is null and void ab notio.' For reliance, see the case: Firestones Plantation Company v. Kollie, 41 LLR 63 (2002). Therefore, the Court agrees with the petitioner/defendant that the facts of this case place it in the category of an employer/employee relationship and holds that the action should have been properly brought before the Ministry of Labor as contended by the petitioner/defendant, and not before the Debt Court.

Though petitioner, the Management of LPRC, did not raise the cardinal issue of whether or not an appointed official of government, as in this instant case, is entitled to severance pay, it is important to remark here that the Supreme Court has held that: ‘the appellate court or the Supreme Court is authorized, under the law and upon examination of the records, to render whatever judgment as the court below should have rendered, and which in its opinion will best conduce to the ends of law, justice and equity.’ Sibley v. Bility, 33 LLR 548 syl. 5, text 555 –556 (1985). I am therefore constrained to comment on the issue and settle same once and for all. In the case before this Court, the records revealed that co-respondent/plaintiff served the petitioner/defendant as its Managing Director, a position to which he was appointed by the President of Liberia, consistent with Article 56 of the 1986 Constitution of Liberia. This Court also notes that presidential appointees are not covered by the Labor Practices Law of Liberia or Decent Work Act, neither by the Civil Service Regulations of Liberia. Presidential appointees serve at the will and pleasure of the President and may be removed, if his/her will so desires. The co-respondent/plaintiff in these proceedings being a presidential appointee, at the end of his tenure of service cannot claim severance pay or be awarded same by any arrangement outside of the law.

Section 14.5 (c) of the Decent Work Act clearly states conditions under which severance is paid and to whom it is paid. For the benefit of this ruling, I quote verbatim the relevant portion of the Act: 'an employee whose employment is terminated because of economic reasons is entitled to four weeks of severance pay for each completed year of service.' This is not the case at bar.

> Therefore, in so far the petition for the writ of prohibition has shown every necessary fact to justify its issuance, I hold that [the] decision of His Honor James E. Jones to hold petitioner/defendant liable to the co-respondent/plaintiff in the amount of Seventy-Two Thousand Eight Hundred United States (US$72,800.00) Dollars was erroneous; hence, prohibition will lie."

Due consideration of the petition, the returns to it, and the ruling of the Chamber Justice present for our determination the single issue as to whether the Justice in Chambers committed error considering the facts and circumstances of this case that prohibition will lie? To adequately address this issue, we deem it necessary also to consider two other collateral questions so as to give a fair appreciation of the controversies regarding the subject matter jurisdiction of the trial court, and the legality of other emoluments accorded a presidential appointee under an approved corporate handbook.

We shall proceed to consider the gravamen of the co-appellee corporation's challenge to the trial court's jurisdiction over the subject of the action filed before it by the appellant. According to the co-appellee corporation, even though the appellant sued in an action of debt, said action arose from the appellant's claim over severance pay. In other words, the co-appellee corporation argued that because the action grew out of an employer-employee relationship, the claim to severance is not cognizable before the Debt Court, rather the appellant should have filed his claim before the Ministry of Labour. Because the co-appellee corporation has assailed the appellant's complaint on a subject matter jurisdiction, it becomes more compelling than not to take recourse to the said complaint to examine whether in fact the subject matter of the said complaint can be maintained in the Debt Court for Montserrado County. Now, the appellant's eleven account complaint filed on the 17th day of October 2018, alleged in substance as follows:

> "4. That Plaintiff says that according to the handbook, approved by the Board of Directors of defendant, plaintiff is entitled to severance pay of one month salary for each year of service multiplied by 1.5. This is a fact that defendant cannot deny.
>
> 5. That plaintiff says that on the 13th day of June, 2018, plaintiff, through his counsel wrote defendant asking for his severance pay and defendant responded with a reply on the 19th day of June, 2018, admitting that it owes plaintiff in the amount of Sixty-Seven Thousand, Two Hundred United States Dollars (US$67,200.00). Hereto attached as 'P/1' in bulk are the letters written by plaintiff's

counsel and the reply thereto by defendant to form a part of the complaint.

6. That plaintiff says that on the 4th day of July, 2018, plaintiff's counsel wrote defendant refuting defendant's admission of Sixty-Seven Thousand, Two Hundred United States Dollars (US$67,200.00) and claiming instead that the defendant owed plaintiff the amount of Eighty-Three Thousand, Two Hundred United States Dollars (US$83,200.00) based on the plaintiff's last salary of Six Thousand, Four Hundred United States Dollars (US$6,400.00) per month. Hereto attached and marked plaintiff's 'P/2" is a copy of plaintiff's counsel refuting defendant's partial admission.

7. That plaintiff says following his counsel's letter of the 2nd day of July, 2018, defendant replied plaintiff's counsel on the 11th day of July, 2018, this time admitting that it owes plaintiff Seventy-Two Thousand, Eight Hundred United States Dollars (US$72,800.00) based on its record showing that plaintiff's last salary was Five Thousand, Six Hundred United States Dollars (US$5,600.00) multiplied by1.5 and the product Eight Thousand, Four Hundred United States Dollars (US$8,400.00) multiplied by eight (8) representing one month for each of the eight (8) years of service and one (1) month salary in lieu of notice. Hereto attached and marked plaintiff's Exhibit 'P/3' is a copy of defendant's letter of the 11th day of July, 2018 that it owes plaintiff the total amount of Seventy-Two Thousand, Eight Hundred United States Dollars (US$72,800.00).

8. That plaintiff says upon the receipt of defendant's letter of the 11th day of July, 2018, plaintiff's counsel wrote defendant a letter dated the 24th day of July, 2018, interposing no objection to the admission made by defendant in its the 11th day of July, 2018 and thereby accepting the total debt owed him [by] defendant to be Seventy-Two Thousand, Eight Hundred United States Dollars (US$72,800.00) and demanding that defendant pay plaintiff the said amount through his wife as his Attorney-in-Fact, given that plaintiff had traveled. Hereto attached and marked plaintiff's Exhibit 'P/4' is a copy of plaintiff's counsel's last letter to defendant accepting defendant's indebtedness to the plaintiff, as admitted to form a cogent part of the complaint.

9. That plaintiff still through his counsel wrote another letter to defendant demanding that the amount confirmed by defendant be paid; but, up to the filing of this action of debt, defendant has refused and failed to pay plaintiff, without any legally justifiable reason."

For brevity, we do not deem it necessary to reproduce the entire exhibits annexed to the appellant's complaint in substantiation of the averments to it. However, the appellant's exhibits P/3 and P/4 being so germane to the determination of controversy over the subject matter jurisdiction of this case, we hereunder reproduce these exhibits as follows:

"EXHIBIT P/3
Liberia Petroleum Refining Company P.O. Box 10-0090

Office of Deputy Managing Director

1000 Monrovia
10 Liberia, West Africa
Tel: +231(0) 77-859-002

Cllr. Tiawan S. Gongloe
Managing Partner
Gonglow & Associates
Ground Floor - CEDE Building
Ashmun Street
Monrovia, Liberia

Re: Severance Pay

This is to acknowledge receipt of your letter dated the 4th day of July, 2018, requesting severance pay on behalf of your client, Mr. Jackson F. Doe, Jr., in the amount of Eighty-Three Thousand, Two Hundred United States Dollars (US$83,200.00) representing a period of eight (8) years of service to the LPRC.

However, our records indicate that Mr. Doe last salary in his capacity as Managing Director at the LPRC was Five Thousand, Six Hundred United States Dollars (US$5,600.00) for a total of Seventy-Two Eight Hundred United States Dollars (US$72,800.00) over a period of eight (8) years as shown in the table below:

Name	Last Salary	Years of Service	1.5 Salary	Lieu of Notice (1Mth)	Total
Jack F. Doe	$5,600.0	8	$8,400.00	$5,600.00	$72,800.00

With this understanding, we can now move toward an amicable resolution of the matter.

Thanks for your understanding.

Best regards

Stanley S. Ford
Deputy Managing Director/Administration."

The appellant's reply to the above letter from the co-appellee corporation interposed no objection as follows:

"EXHIBIT P/4
The 24th day of July, 2018

Mr. Stanley S. Ford
Deputy Managing Director/Administration
Liberia Petroleum Refining Company (LPRC)
Clara Town, Bushrod Island
Monrovia, Liberia

Dear Mr. Deputy Managing Director:

We acknowledge receipt of your letter of the 11th day of July, 2018, in response to ours dated the 4th day of July, 2018, regarding the amount of severance pay of Mr. Jackson F. Doe, Jr., former managing director of the LPRC. Having contacted your legal office on this matter, we interpose no objection to the amount of money stated in your letter as the total amount of money that our client is entitled to as severance from the LPRC. You may therefore, proceed to pay the said amount through our office.

We wish to inform you that our client has traveled out of the country and will be away for a while. Therefore, he has issued a power of attorney in favor of his wife. Please find hereto attached a copy of said power of attorney for your reliance and guidance.

Kind regards.

Very truly yours
Tiawan S. Gongloe
Counsellor-At-Law and Managing Partner
Attachment."

On the 25th day of October 2018, the co-appellee corporation filed its Answer and conceded the appellant's complaint in form and manner as follows:

"DEFENDANT'S ANSWER

4. That the defendant agreed to debt owed and has calculated the entire amount to be paid to the plaintiff in good faith to which plaintiff agreed and accepted.

5. Defendant, being a law abiding, concern for value of human life to the plaintiff to exercise a little restraint for the company to generate some funds for payment of plaintiff's severance pay to which plaintiff agreed.

6. That Defendant was totally shocked and taken aback by plaintiff['s] action of court proceeding in a matter that could be amicably resolved.

7. That plaintiff's action is merely designed to waste the precious time and resources of Court in a matter that both parties have already resolved.

8. That plaintiff just left the company in just barely eight months and management is working hard to raise money to pay plaintiff as well as its own obligation to the government and other stakeholders."

The appellant filed his reply along with a motion for summary judgment. After disposing of the law issues, a regular notice of assignment was served on the parties for the hearing of the motion for summary judgment on the 14th day of

November, 2018. The parties appeared and argued the motion; and on the selfsame 14th day of November, 2018, the trial court ruled granting the motion. The records show that the co-appellee corporation did not enter exception and announce appeal as required by law. Subsequently a bill of costs was taxed by the parties and approved by the trial judge on the said 14th day of November, 2018. A payment order was issued out of the trial court to enforce when the co-appellee corporation filed its eight count bill of information challenging the jurisdiction of the trial court over the subject matter of the appellant's complaint. The bill of information was assigned, argued and denied. Although the bill of information is not applicable because the co-appellee corporation did not allege any disobedience of the lower court's order, ruling or judgment; however, this Court says that subject matter jurisdiction having been challenged in the bill of information, the trial judge did not err when he entertained and ruled on the bill of information.

Now, in the face of the co-appellee corporation's admission to its indebtedness to the appellant in the amount sued for as gleaned from its Answer, can it be said that an action of debt cannot be maintained in the Debt Court because the relationship that gave rise to the action was an employer-employee relationship? The co-appellee corporation's argument does not persuade us for several reasons to wit: (1) the exchange of the communications between the parties and resultant agreement to a sum certain of US$72,800.00 as the amount the appellant is entitled to create an obligation to pay or of debt, (2) there was no contestation over the appellant's right to the amount. We shall elaborate on this conclusion later in this Opinion; (3) the co-appellee corporation's Answer conceded the appellant's complaint; and (4) more importantly, we note that the issue in controversy here has confronted this Court before.

In the case *Intestate Estate of Dinsea v. Ital, Opinion of the Supreme Court, March Term, A.D. 2006,* a challenge to subject matter jurisdiction was interposed by the appellee, Ital Timber Corporation in an action of debt filed by the appellant Intestate before the Debt Court for Montserrado County. The Debt Court sustained the appellee's motion to dismiss the appellant's complaint on grounds that it did not have jurisdiction over the subject matter because the averments as contained in the appellant's amended complaint supports an action of damages. On appeal, the Supreme Court reversed the ruling of the Debt Court holding that the averments as contained in the appellant's amended complaint sounded in debt coupled with the

admission by the appellee of its indebtedness to the appellant on the strength of the facts and circumstances presented in the respective pleadings of the parties. Notably, the Supreme Court proceeded to set boundary and prerequisite for a complaint in an action of debt as follows:

> "A complaint in an action of debt ... must aver: (1) a written obligation or promise to pay; (2) The refusal to pay the same; or it must state that the defendant owes the plaintiff money upon account made in the normal course of business transaction, in which case plaintiff must annex to his complaint the account made, stating distinctly and intelligibly the articles with which the plaintiff intends to charge the defendant so as to give the defendant due notice of the facts the plaintiff intends to prove."

The Supreme Court further opined that although the word 'debt' is usually limited to liabilities arising out of contract, and in its common signification imports the money obligation to a person incurred in his private capacity, or from his individual acts, and no such obligations are imposed upon him by law in his public relations, or in common with all other citizens, yet it needs not be confined to obligation for the payment of money arising on contract; but in particular connections, it has been defined as any just claim, or demand, for the recovery of money; every obligation by which one is bound to pay money; a liability to pay *a sum certain, it makes no difference how the liability arises*, whether by contract or imposed by law without contract, for it has been said that having money that rightfully belongs to another, creates a debt, and, wherever a debt exists without an express promise to pay, the law implies a promise; and so that the term has been construed to include all kinds of obligations, such as obligation arising from implication of law. *Intestate Estate of Dinsea v. Ital, Opinion of the Supreme Court, March Term, A.D. 2006, supra.*

Affirming *Blamo v. Zulu, 30 LLR 586, 1983,* the Supreme Court also held as follows:

> "it is from the averments of the complaint that the cause of action is determined and it is from the cause of action that the subject matter over which the court has jurisdiction in order to render a valid judgment is determined for the averments of the complaint whether or not the title agrees with the agreement.' *Id.* at 596. Generally, both the caption and the averments of an action are supposed to be in harmony. 20 Am. Jur. 2d. *Courts,* section 105." *Intestate Estate of Dinsea v. Ital, Opinion of the Supreme Court, March Term, A.D. 2006, supra*.

While the appellant did not predicate its claim upon a determination of the Ministry of Labour, however, the co-appellee corporation's admission in its Answer and exhibit P/4 attached to the appellant's complaint bring certainty to the sum sued for, and therefore an action of debt properly lies, although the underlying transaction grew out of a claim for severance pay. This Court, recognizing the broad latitude given to the recovery of money, also held that action of debt "*lies upon contract without specialty, either expressed or implied and that it is a more extensive remedy to the recovery of money than assunpsit or covenant…" R.L. v. Estate of Anderson, 1LLR 97 (1878).* Considering the totality of the analyses above, we are inclined to hold that the Debt Court for Montserrado County has the subject matter jurisdiction over the complaint filed by the appellant.

Our colleague also held in his ruling that under Section 14.5 (c) of the Decent Work Act (2015), the applicant could not claim severance pay. The appellant contends that the parties to the case have not raised the issue in respect of the appellant's entitlement to severance pay.

We take judicial notice of the fact that pursuant to its Articles of Incorporation, the Board of Directors of the co-appellee LPRC is authorized to adopt policies to govern the affairs of the said entity, and to amend or repeal provisions thereof, and that the Board of Directors did adopt a handbook for the use of the corporation in the governance of its employees. We also take judicial notice that section 8.1(a) of the said employees handbook captioned "severance pay", presidential appointees such as the present appellant who served as managing director is granted severance pay from the appellee corporation.

Further, while this Court recognizes the authority of autonomous institutions such as the LPRC to promulgate policies for their smooth operation and administration, to include granting of gifts, awards, bonuses, and other emoluments to employees to include presidential appointees such as the appellant or a managing director, this Court as a guardian of the law in this jurisdiction cannot ignore or allow the contravention of the Constitution, statutory and case laws by such institutions, as was done in the present case. We are in agreement with our distinguished colleague that the co-appellee LPRC's reference in its handbook to benefits, gifts, awards and other emoluments given to a presidential appointee who is removed

from office as a severance pay is not in line with Section 14.5(c) of the Decent Work Act (2015) which provides as follows:

> "… an employee whose employment is terminated because of economic reasons is entitled to four weeks of severance pay for each completed year of service."

This Court says therefore that although no party raised the issue as regards the such reference in the co-appellee LPRC's handbook, we however hold that referring to benefits, gifts, awards and other emoluments to a presidential appointee removed from office as severance is not consistent with Section 14.5 (c) of the Decent Work Act (2015). Severance is only available to employees whose services are terminated because of economic reasons. The removal of a presidential appointee is never due to "economic reasons" that could bring them within the ambit of law.

Notwithstanding the above, this Court says that based upon the concession made by the Co-appellee LPRC indicating its intent to provide bonuses, gifts and other benefits to the appellant, coupled with the fact that the LPRC had in the past, made similar payments to other employees in the category of the appellant, the appellant is entitled to the amount awarded to him.

On the question of whether prohibition will lie under the facts and circumstances as expounded in the preceding discussions, we note that the application of that extraordinary writ is well settled in this jurisdiction. In this regard, we recite this settled principle succinctly as follows:

> …. As far back as the year 1925 Mr. Justice Beyslow speaking for the Court held that "a writ of prohibition is the proper remedial process to restrain an inferior court from taking action in a case beyond its jurisdiction; or having jurisdiction the court has attempted to proceed by rule different from those which ought to be observed at all times." *Parker v. Worrell*, [1925] LRSC 9; 2 LLR 525 (1925). Again, in the case *Fazzah v. National Economy Committee et al.[1943] LRSC 2;* , 8 LLR 85 (1943), Mr. Justice Tubman, speaking for the Court held that 'prohibition prevents inferior courts or tribunals from assuming jurisdiction not legally vested in them. It cannot correct errors and irregularities committed in a trial, for adequate and complete remedy therefor lies in appeal, writ of error, or certiorari. Prohibition extends only to restraining a trial tribunal from usurpation and cannot be used to substitute for an appeal'. Also Mr. Justice Barclay speaking for the Court in the case *Cole et al. v. Payne*, 12 LLR 188 (1954) said: "A writ of prohibition is the proper

> remedial process to restrain an inferior court from taking action in a case beyond its jurisdiction or from attempting to proceed by rules different from those which ought to be observed'." *Chariff Pharmacy v Pharmacy Board of Liberia et al, 37 LLR 135 (1993)*

Having concluded that the trial court had subject matter jurisdiction of the action filed by the appellant and recognizing that the appellant corporation has the competence to promulgate regulations for its governance to include the award of bonuses, awards and gift, and because it is our finding that the intended purpose of the grant herein is for that purpose and not for severance as erroneously captioned in the Employees' Handbook, it is all too obvious that prohibition will not lie. We cannot belabor the points of arguments more than the preceding discussions.

WHEREFORE AND IN VIEW OF THE FOREGOING, the peremptory writ of prohibition is denied and the alternative writ is ordered quashed and vacated. The Clerk of this Court is ordered to send a mandate to the court below to resume jurisdiction over the case and enforce the Judgment of this Opinion. AND IT IS HEREBY SO ORDERED.

When this case was called for hearing, Counsellors Momolu G. Kandakai and Tiawan S. Gongloe of Gongloe & Associates Law Offices, Inc. appeared for appellant. Counsellor Jonathan T. Massaquoi of International Law Group appeared for the appellees.