

T I T L E 28

Private Wrongs Law

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Chapter 1. GOVERNMENT TORT LIABILITY

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§ 1.1. Scope of chapter.

Nothing in this chapter affects liability based on contract or the right to obtain relief other than money or damages against the Republic of Liberia or any political subdivision or agency thereof.

§ 1.2. Definitions.

As used in this chapter, unless the context requires, otherwise:

(a) "Employee" means an officer, agent or employee or member of the armed forces of the Republic of Liberia, but does not include an independent contractor.

(b) "Injury" means death, injury to a person, damage to or loss of property, or any other injury that a person may suffer to his person, reputation, character, feelings or estate, of such a nature that it would be actionable if inflicted by a private person.

§ 1.3. Liability of Republic for injury.

1. *Liability imposed.* Subject to the exceptions stated in paragraph 2, the Republic of Liberia shall be liable for an injury caused after the effective date of this title by any of its employees acting within the scope of his employment, but shall not be liable for punitive damages.

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2. *Exceptions.* The liability imposed by paragraph shall not apply to:
- (a) Any claim for injury to or death of any person covered by the workmen's compensation law; or
 - (b) Any claim arising out of the combative activities of the armed forces in time of war; or
 - (c) Any claim based upon an action or omission of an employee exercising due care in the execution of a valid or invalid statute; or
 - (d) Any claim based upon the exercise or performance or the failure to exercise or perform a discretionary function or duty, exercised or performed in good faith under color of authority.¹

§ 1.4. Notice of claim.

1. *Requirement as to notice of claim.* Every person who claims damages for an injury from the Republic of Liberia shall present to the Minister of Justice within sixty days after the alleged injury a written notice stating the time, place and circumstances thereof and the amount of compensation demanded as of the date of presentation of the claim, together with the basis of computation thereof.

2. *Extension of time for filing claim.* When a claim for damages for an injury is not presented within the time allowed by paragraph 1, a written application may be made to the Minister of Justice for leave to file a late claim. Such application shall be presented within a reasonable time not to exceed one year after the occurrence of the injury and shall state the reason for the delay in presenting the claim. The proposed claim shall be attached to the application. The application for leave to file a late claim shall be granted where:

1. *Prior legislation:* L. 1963-64, ch. 111; 1956 Code 6:1176; Rev. Stat. § 1401; OBB 209, art. 1.

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- (a) The failure to present the claim was through excusable neglect or mistake and the Government was not unduly prejudiced by the failure to present the claim within the time required by paragraph 1; or
- (b) The claimant was a minor during all the time specified in paragraph 1 for presentation of the claim, or during so much of the time that he could not practicably have complied with the shorter time requirement therein specified; or
- (c) The claimant was physically or mentally incapacitated during all the time specified in paragraph 1 for presentation of the claim, or during so much of the time that he could not practicably have complied with the shorter time requirement therein specified; or
- (d) The claimant died before the expiration of the time specified in paragraph 1.

3. *Amendments of the claim.* A claim may be amended at any time before settlement or, if action is commenced and the claim is embodied in a complaint, amendment may be made subject to the law applicable to amendment of the pleadings.

§ 1.5. Settlement of claim.

Before commencement of an action, the Minister of Justice may ascertain, adjust, determine, and settle any claim of \$1,000 or less for an injury when duly presented against the Republic of Liberia. After commencement of an action against the Republic to recover for an injury, the Minister of Justice may, with the approval of the court, arbitrate, compromise or settle the claim.

The acceptance by the claimant or plaintiff of any compromise or settlement made pursuant to this section shall be final and conclusive against him, and shall constitute a complete release of any claim by him against the Republic and against the employee of the Government whose act or omission gave rise to the claim, by reason of the same occurrence

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or subject matter.

§ 1.6. Indemnity of employees.

An employee or former employee of the Republic of Liberia who pays any claim or judgment against him or any portion thereof for an injury, arising out of an act or omission occurring within the scope of his employment is entitled to recover the amount of such payment from the Republic, except to the extent that such payment may represent punitive damages. The provisions of this section do not apply to claims arising out of an act or omission to act because of fraud, corruption or malice.

§ 1.7. Indemnity of Republic.

If the Republic of Liberia pays any claim or judgment against it, or any portion thereof, for an injury arising out of an act or omission of the employee or former employee the Republic may recover from the employee or former employ the amount of such payment if he acted or failed to act because of actual fraud, corruption or malice.

§ 1.8. Judgment against Republic as bar to action against employee.

The judgment in an action against the Republic of Liberia under section 1.3 shall constitute a complete bar to any action by the claimant, by reason of the same subject matter against the employee whose act or omission gave rise to the claim.

Chapter 2. SURVIVAL OF CAUSES OF ACTIONS

§ 2.1. Definitions.

§ 2.2. Survival of cause of action on death of person liable.

§ 2.3. Survival of cause of action on death of injured person.

§ 2.4. Survival of cause of action on death of third person.

§ 2.5. Damages recoverable where injury causes death.

§ 2.6. Defenses.

§ 2.7. Relation of survived action to action for wrongful death;

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consolidation of actions.

§ 2.8. Burial expenses when death results from operation of motor vehicle.

§ 2.1. Definitions.

As used in this chapter -

(a) "personal injury" includes an injury to the person, an injury to the reputation, and an injury to domestic relations;

(b) "injury to property" includes a breach of contract and any other injury to property.²

§ 2.2. Survival of cause of action on death of person liable.

1. *Causes of action to survive.* Every cause of actions for a personal injury or injury to property shall survive the death of the person liable for the injury, and an action to recover may be brought against the executor or administrator or other legal representative of the deceased person.

2. *Application to cause of action for wrongful death.* This section shall extend to a cause of action for wrongful death and an action therefor may be brought against the executor or administrator or other legal representative of the person liable therefor.

3. *Injury occurring simultaneously with or after death of person liable.* Where death or a personal injury or injury to property resulting from a wrongful act, neglect or default, occurs simultaneously with or after the death of a person who would have been liable therefor if his death had not occurred simultaneously with such death or injury or had not intervened between the wrongful act, neglect or default and the resulting

2. *Prior legislation:* 1956 Code 17:8; OBB 22, Legal Principles and Rules, t. 1, § 7, 2 Hub. 1515.

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death or injury, an action to recover damages for such death or injury may be maintained against the executor or administrator or other legal representative of such person. ³

§ 2.3. Survival of cause of action on death of injured person.

Every cause of action for a personal injury or injury to property shall survive the death of the person injured, and an action to recover may be brought by the executor or administrator or other legal representative of the deceased person. ⁴

§ 2.4. Survival of cause of action on death of third person.

Every cause of action for damages caused by an injury to a third person shall survive the death of such third person. ⁵

§ 2.5. Damages recoverable where injury causes death.

Where an injury causes the death of a person, the damages recoverable for such injury shall be limited to those accruing before death and shall not include damages for or by reason of death, except that the reasonable funeral expenses of the decedent, paid by the estate or for the payment of which the estate is responsible, shall be recoverable in such action. The damages recovered shall form part of the estate of the deceased.

§ 2.6. Defenses.

An action which survives under the provisions of this chapter shall be

3. *Prior legislation:* L 1958-59, ch. XLI, §§ 2,3; 1956 Code 17:12; OBB 22, Legal Principles and Rules, t. I, § 9, 2 Hub. 1515.

4. *Prior legislation:* L. 1958-59, ch. XLI, §§ 2, 3; 1956 Code 17:12; OBB 22, Legal Principles and Rules, t. I, § 9, 2 Hub. 1515.

5. *Prior legislation:* L. 1958--59, ch. XLI, § 2 (6:159).

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subject to every defense to which it would have been subject if the action had been brought by the injured person during his lifetime.

§ 2.7. Relation of survived action to action for wrongful death; consolidation of actions.

1. *Separate actions.* Nothing herein contained shall affect the cause of action for wrongful death existing under chapter 3 of this title, even though recovery or settlement for the injury was obtained by the injured person prior to his death. An action surviving under the provisions of this chapter and the action for wrongful death are separate actions, and a settlement or recovery under one shall not constitute a bar to the right to prosecute the other, although both actions are brought as a result of the same conduct on the part of the person liable.

2. *Joinder.* An action to recover damages for injuries causing the death of the decedent and a separate action for wrongful death of the same decedent against the same defendant, may be joined in the same suit, but a separate verdict or decision shall be rendered as to each cause of action.

3. *Consolidation.* A pending action to recover damages for injuries causing the death of the decedent and a pending action for wrongful death of the same decedent brought against the same defendant may be consolidated on motion of either party, but a separate verdict or decision shall be rendered as to each cause of action.

4. *Enlarging complaint on death of injured party.* Where an action to recover damages for an injury to the person has been brought and the injured person dies as a result of the injury before the verdict or decision, the complaint in such action may be enlarged to include the cause of action for wrongful death.

§ 2.8. Burial expenses when death results from operation of motor vehicle.

Whenever death results from the operation of a motor vehicle, the liability insurer of the owner of the vehicle, or, if he is not insured, the owner of the vehicle himself shall immediately make available to the person in

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charge of burying the decedent funds sufficient to defray the reasonable cost of his burial, irrespective of the owner's liability for causing the death. The owner of a motor vehicle who is without liability insurance and who fails to comply with the provisions of this section shall be subject to a fine of not more than \$500 and have his operator's license revoked. If as a consequence of judicial proceedings, the owner of the motor vehicle is adjudged not liable for causing the death of the decedent, he or his insurer who paid the burial expenses may recover from decedent's estate the amount expended for this purpose.

Chapter 3. ACTION FOR WRONGFUL DEATH

- § 3.1. Definitions.
- § 3.2. Right of action.
- § 3.3. Defenses.
- § 3.4. Elements and distribution of damages.
- § 3.5. Trial by jury.
- § 3.6. Statute of limitations.
- § 3.7. Exclusive remedy.

§ 3.1. Definitions.

As used in this chapter --

- (a) "personal representative" means a curator or the person who has received letters to administer the estate of a decedent.
- (b) "dependent" of a decedent means (i) the decedent's spouse, and (ii) any child (including an adopted or illegitimate child, parent or ward, and (iii) any other relative wholly or partly dependent on the decedent for support.

§ 3 2. Right of action.

The personal representative of a decedent who is survived by any dependent shall have a right of action as trustee for the dependents

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against the person who by wrongful act, neglect or default has caused the death of the decedent.

§ 3.3. Defenses.

1. *Contributory negligence.* The contributory negligence of the decedent or any negligence imputed to him by law shall not bar an action for wrongful death, but may be considered in mitigation of damages. The recovery of any dependent who has been contributorily negligent shall be subject to the provisions of sections 4.1 and 4.2. A defense against one dependent shall not affect the recovery of the other dependents in an action for wrongful death.

2. *Recovery, release or settlement by decedent.* A recovery by a decedent for injuries which later resulted in his death, or a compromise or release between the decedent and the person responsible for such injuries, may not be interposed as a defense in an action to recover for wrongful death.

§ 3.4. Elements and distribution of damages.

1. *Separate fund.* The amount of damages recovered in an action for wrongful death shall be administered by the personal representative of the estate of the decedent in a fund separate from the other assets of the estate. The fund shall be distributed in accordance with the award of damages for each dependent by the trier of fact, and shall not be liable for the debts or liabilities of the decedent.

2. *Death of surviving dependent.* The death of a surviving dependent before suit is instituted or before judgment does not affect his right to a recovery under this chapter.

3. *Elements of damage.* The trier of facts shall award for each of the dependents such damages as are deemed fair and reasonable compensation for the following injuries suffered by such dependent as a result of decedent's death: (a) loss of support; (b) loss of consortium; (c) loss of training, guidance and education; (d) loss of affection,

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companionship, and protection; (e) loss of services; and (f) funeral expenses and medical, hospital, and burial expenses to the extent furnished. In assessing the amount to be awarded for (a) through (e), the life expectancies of the decedent and the dependent shall be considered.

4. *Evidence.* All evidence which reasonably tends to establish any of the elements of damages included in paragraph 3 which have been suffered by dependents of the decedent, is admissible to an action for wrongful death.

§ 3.5. Trial by jury.

The parties to an action for wrongful death are entitled to trial by jury subject to the provisions of section 22.1 of the Civil Procedure Law.

§ 3.6. Statute of limitations.

An action for wrongful death must be commenced within two years of the death of the decedent.

§ 3.7. Exclusive remedy.

This chapter provides the exclusive remedy to recover for wrongful death and supersedes any other law creating such a right of action.

Chapter 4. COMPARATIVE NEGLIGENCE

§ 4.1. Contributory negligence no bar to recovery.

§ 4.2. Verdict in negligence actions.

§ 4.3. Recovery.

§ 4.1. Contributory negligence no bar to recovery.

Contributory negligence shall not bar recovery in an action by any person or his legal representative to recover damages for negligence resulting in death or injury to person or property, if such negligence was

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not as great as the negligence of the person against whom recovery is sought but any damages sustained shall be diminished by the percentage of negligence attributable to the person recovering or for whom recovery is sought.

§ 4.2. Verdict in negligence actions.

In all negligence actions in which the question of negligence of the injured party or any one or all of the injured parties is in issue, the trier of fact shall make the following as findings of fact:

(a) The amount of damages which would be recoverable by each of the injured parties regardless of any consideration of negligence, that is, the full value of the injured party's damages;

(b) The extent, in the form of a percentage, of each party's negligence. The percentage of negligence of each party shall be based on 100 percent, and the total of all percentages of negligence of all the parties to a suit shall be 100 percent. The judge shall base the judgment from the finding of fact made by the trier of fact. In a wrongful death action, any dependent for whom recovery is sought shall be deemed to be an "injured party" within the meaning of this section.

§ 4.3. Recovery.

The party so recovering, may recover the full amount of the judgment from any party against whom such recovering party is not barred from recovery. Any party who is so compelled to pay more than such party's percentage share may seek contribution from the other joint tortfeasors as provided by chapter 5 of this title.

Chapter 5. CONTRIBUTION AMONG JOINT TORTFEASORS

§ 5.1. Joint tortfeasors defined.

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- § 5.2. Right to contribution.
- § 5.3. Limitations on action for contribution.
- § 5.4. Settlement.
- § 5.5. Liability insurer.
- § 5.6. Release.
- § 5.7. Satisfaction of judgment by one tortfeasor.
- § 5.8. Actions among parties.
- § 5.9. Right of indemnity.

§ 5.1. Joint tortfeasors defined.

For the purposes of this chapter the term "joint tortfeasors" means two or more persons jointly or severally liable in tort for the same non-willfully caused injury to person or property or for wrongful death.

§ 5.2. Right to contribution.

Except as otherwise provided in this chapter, a right to contribution exists among joint tortfeasors. The right exists only in favor of a tortfeasor who has paid more than his pro rata share of the common liability, and his total recovery is limited to the amount paid by him in excess of his pro rata share. No tortfeasor is compelled to make contribution beyond his own pro rata share of the entire liability. In determining the pro rata shares of tortfeasors, their relative degrees of fault shall be considered.

§ 5.3. Limitations on action for contribution.

If there is a judgment for the injury or wrongful death against the tortfeasor seeking contribution, or a right of contribution arises by way of settlement, any separate action to enforce contribution must be commenced within one year after the judgment has become final by lapse of time for appeal or after appellate review, or from the time of such settlement.

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§ 5.4. Settlement.

A joint tortfeasor who enters into a settlement with the injured person is not entitled to recover a contribution from another joint tortfeasor whose liability to the injured person is not extinguished by the settlement nor in respect to any amount paid in a settlement which is in excess of what was reasonable.

§ 5.5. Liability insurer.

A liability insurer, who by payment has discharged in full or in part the liability of a tortfeasor and has thereby discharged in full its obligation as insurer, is subrogated to the tortfeasor's right of contribution to the extent of the amount it has paid in excess of the tortfeasor's pro rata share of the common liability. This provision does not limit or impair any right of subrogation arising from any other relationship.

§ 5.6. Release.

A release by the injured person of one joint tortfeasor, whether before or after judgment, does not discharge the other tortfeasors unless the release so provides, but reduces the claim against the other tortfeasors in the amount of the consideration paid for the release, or in any amount or proportion by which the release provides that the total claim shall be reduced, if greater than the consideration paid.

§ 5.7. Satisfaction of judgment by one tortfeasor.

The recovery of a judgment against one or more of the joint tortfeasors does not of itself discharge the other tortfeasors from liability for the injury or wrongful death unless the judgment is satisfied, nor does such satisfaction of a judgment impair any right to contribution.

§ 5.8. Actions among parties.

1. Bringing in third party. When a defendant seeking contribution has been served in an action in which other persons who may be liable for

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the injury for all or part of the plaintiff's claim have not been joined as parties defendant, the defendant served must within the time allowed to answer, serve a summons and complaint upon such person or persons upon notice to the plaintiff by service of a copy thereof upon plaintiff within ten days after such service by defendant, or be barred thereafter from further relief under this chapter against such other joint tortfeasors if he knew, or under the circumstances should have known, of such other joint tortfeasors at the time of service of the complaint upon him, and may not institute an action separately against an alleged joint tortfeasor on a theory of contribution except for a good cause shown upon application to the court for such purpose.

2. *Procedure by third-party defendant.* The person so served, hereinafter called the third-party defendant, by the complainant, hereinafter called the third-party plaintiff, shall make his defense to the complaint as in any action, including counterclaims against the third-party plaintiff or the plaintiff, and, in addition, may proceed as a third party plaintiff under the provisions of paragraph 1.

3. *Defenses of third-party defendant.* A third-party defendant may assert any defenses which a third-party plaintiff has to the plaintiff's claim.

4. *Counterclaims.* When a counterclaim against a plaintiff or third-party plaintiff, he may proceed against another party as a defendant or third party may do under the provisions of this section.

5. *Judgment.* The court shall render such judgment as may be suitable in actions involving third-party defendants or defendants joined by the plaintiff only, including determinations of proportionate fault among all parties to be reflected in such judgments, though as to the injured party such determination shall act to limit his right to recover from one defendant to the pro rata share of the judgment rendered against the tortfeasor.

§ 5.9. Right of indemnity.

This chapter does not impair any right of indemnity under existing law.

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Where one tortfeasor is entitled to indemnity from another, the right of the indemnity obligee is for indemnity and not contribution, and the indemnity obligor is not entitled to contribution from the obligee for any portion of his indemnity obligation.

Chapter 6. PRENATAL INJURIES

§ 6.1. Injuries to unborn child; wrongful death.

§ 6.1. Injuries to unborn child; wrongful death.

A child conceived, but not yet born, is to be deemed an existing person, in the event of his subsequent birth, for the purpose of entitling him to recover for a prenatal injury and for the purpose of entitling his personal representative to recover under section 3.2 of this title for his wrongful death resulting from a prenatal injury. The statute of limitations, generally applicable to either such action shall not be tolled by the infancy of the injured person, but shall commence running, in the case of a personal injury action, on birth of the infant, and in the case of a wrongful death action, on death of the infant.

Chapter 7. IMPUTATION OF NEGLIGENCE TO INFANT

§ 7.1. Imputation of negligence of parent to infant.

§ 7.1. Imputation of negligence of parent to infant.

In an action to recover damages for the personal injury or death of an infant, the contributory negligence of the infant's parent or other custodian shall not be imputed to the infant.

**Chapter 8. LIABILITY FOR AIRCRAFT
INJURIES**

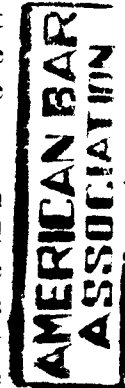
§ 8.1. Liability of owner of aircraft for injuries resulting from its use.

§ 8.1. Liability of owner of aircraft for injuries resulting from its use.

1. *Liability imposed.* Except as provided in paragraph 3, every owner of an aircraft shall be liable and responsible for death occasioned or injuries to person or property sustained, within or above the Republic of Liberia, as a result of the use or operation of the aircraft in the business of the owner or otherwise, by any person using or operating the aircraft with the permission, express or implied, of such owner, in any case where the person using or operating the aircraft, or his estate, would be liable for such death or injuries.

2. *"owner" defined.* As used in this section, "owner" means any person (other than a lien holder or, in the case hereinafter described, a secured party) having the property in or title to an aircraft, and also any lessee having the exclusive use thereof under a lease for a period of thirty days or more. If an aircraft is sold under a contract which reserved a security interest in the aircraft in favor of the vendor, such vendor or his assignee shall not, after delivery of such aircraft, be deemed an owner within the provisions of this section, but the vendee or his assignee, receiving possession thereof, shall be deemed such owner notwithstanding the terms of such contract, until the vendor or his assignee shall retake possession of such aircraft. A secured party in whose favor there is a security interest in an aircraft out of his possession shall not, by reason of such security interest, be deemed an owner within; the provisions of this section.

3. *Lessor for thirty days or more not liable.* Paragraph 1 of this section shall not apply where the permission to use or operate the aircraft is the permission of the lessor, expressed or implied, in a bona fide lease of the aircraft for a period of thirty days or more, that the aircraft be used or



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operated by the lessee or by persons using or operating it with the permission of the lessee.

4. *Liability insurance.* All policies of insurance issued to the owner of an aircraft insuring him against liability for injuries resulting from operation of the aircraft shall contain a provision for indemnity or security against the liability provided in this section; but this provision shall not be construed as requiring that each policy include insurance against any liability of the insured, being an Individual, for death of or injuries to his or her spouse or for injury to property of his or her spouse.

5. *Scope of section.* This section does not relieve an owner of aircraft from liability under any other statute or rule of law or affect the liability of the person using or operating the aircraft.

Chapter 9. SEALED INSTRUMENTS AND ENFORCEABLE INSTRUMENTS IN LIEU THEREOF

- § 9.1. Effect of seal.
- § 9.2. Written agreement of modification or discharge.
- § 9.3. Release in writing.
- § 9.4. Written promise expressing past consideration.
- § 9.5. Written assignment.
- § 9.6. Written irrevocable offer.
- § 9.7. Written or published promise or reward.
- § 9.8. Oral change or termination of written agreement.

§ 9.1. Effect of seal.

Except for the purpose of authenticating a document or as otherwise expressly provided by statute, the presence or absence of a seal upon a written instrument executed after the effective date of this title, shall be without legal effect.

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§ 9.2. Written agreement of modification or discharge.

An agreement, promise, or undertaking changing, modifying, or discharging in whole or in part, any contract, obligation, lease or mortgage or other security interest in personal or real property shall not be invalid because of the absence of consideration, provided that the agreement, promise, or undertaking changing, modifying, or discharging such contract, obligation, lease, mortgage or security interest shall be in writing and signed by the party against whom it is sought to enforce the change, modification, or discharge, or by his agent.

§ 9.3. Release in writing.

A written instrument which purports to be a total or partial release of all claims or demands, or a total or partial release of any particular claim or demand, or a release in whole or in part of a mortgage, lien, security interest or charge upon personal or real property, shall not be invalid because of the absence of consideration.

§ 9.4. Written promise expressing past consideration.

A promise in writing and signed by the promissor or by his agent shall not be denied effect as a valid contractual obligation on the ground that consideration for the promise is past or executed, if the consideration is expressed in the writing and is proved to have been given or performed and would be a valid consideration but for the time when it was given or performed.

§ 9.5. Written assignment.

An assignment shall not be denied the effect of irrevocably transferring the assignors rights because of the absence of consideration, if such assignment is in writing and signed by the assignor or his agent.

§ 9.6. Written irrevocable offer.

Except as otherwise provided in section 2.205 of the Commercial and

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Bankruptcy Law with respect to an offer by a merchant to buy or sell goods, when an offer to enter into a contract is made in a writing signed by the offeror, or by his agent, which states that the offer is irrevocable, during a period set forth or until a time fixed, the offer shall not be revocable during such period or until such time because of the absence of consideration for the assurance of irrevocability. When such a writing states that the offer is irrevocable but does not state any period or time of irrevocability, it shall be construed to state that the offer is irrevocable for a reasonable time.

§ 9.7. Written or published promise or reward.

A promise to pay a reward for return of lost or mislaid property is not unenforceable because of absence of consideration if the promise was made in writing or the promissor caused it to be published.

§ 9.8. Oral change or termination of written agreement.

1. Provision in written agreement against oral change. A written agreement or other written instrument which contains a provision to the effect that it cannot be changed orally, cannot be changed by an executory agreement unless such executory agreement is in writing and signed by the party against whom enforcement of the change is sought or by his agent.

2. Provision in written agreement against oral termination. A written agreement or other written instrument which contains a provision to the effect that it cannot be terminated orally, cannot be discharged by an executory agreement unless such executory agreement is in writing and signed by the party against whom enforcement of the discharge is sought, or by his agent, and cannot be terminated by mutual consent unless such termination is effected by an executed accord and satisfaction other than the substitution of one executory contract for another, or is evidenced by a writing signed by the party against whom it is sought to enforce the termination by his agent.

3. Provision in written agreement for written notice of termination. If

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a written agreement or other written instrument contains a provision for termination or discharge on written notice by one or either Party, the requirement that such notice be in writing cannot be waived except by a writing signed by the party against whom enforcement of the waiver is sought or by his agent.

Chapter 10. POWER OF ATTORNEY

- § 10.1. Statutory short form of general power of attorney.
- § 10.2. Construction; real estate transactions.
- § 10.3. Construction; chattel and goods transactions.
- § 10.4. Construction; bond, share and commodity transactions.
- § 10.5. Construction; banking transactions
- § 10.6. Construction; business operating transactions.
- § 10.7. Construction; insurance transactions.
- § 10.8. Construction; estate transactions.
- § 10.9. Construction; claims and litigation.
- § 10.10. Construction; personal relationships and affairs.
- § 10.11. Construction; benefits from military service.
- § 10.12. Construction; records, reports and statements.
- § 10.13. Construction; all other matters.
- § 10.14. Modifications of the statutory short form power of attorney.

§ 10.1. Statutory short form of general power of attorney.

1. Form stated. The use of the following form in the creation of a power of attorney is lawful, and, when used, it shall be construed in accordance with the provisions of this chapter:

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE DEFINED IN THE LIBERIAN CODE OF LAWS REVISED, TITLE 28, SECTIONS 10.2 THROUGH 10.14, WHICH EXPRESSLY PERMITS THE USE OF ANY OTHER OR DIFFERENT FORM OF POWER OF ATTORNEY DESIRED BY THE PARTIES CONCERNED.

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Know All Men by These Presents, which are intended to constitute a GENERAL POWER OR ATTORNEY pursuant to Title 28 (Private Wrongs Law), section 10.1 of the Liberia Code of Laws Revised:

That I _____
insert name and address of the principal
do hereby appoint _____
(insert name and address of the agent

_____ or each agent if more than one is designated)
my, attorney (s)-in-fact to act _____
(if more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word "severally". Failure to make any insertion or the insertion of the word "jointly" will require the agents to act jointly.)

First: in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Chapter 10 of the Private Wrongs Law to the extent that I am permitted by law to act through an agent:

(Strike out and initial in the opposite box any one or more of the subjects as to which the principal does NOT desire to give the agent authority. Such elimination of any one or more of subjects (A) to (K), inclusive, shall automatically constitute an elimination also of (L). To strike out any subject the principal must draw a line through the text of that subject AND write his initials in the box opposite.)

- | | |
|--|-----|
| (A) real estate transactions | () |
| (B) chattel and goods transactions | () |
| (C) bond, share and commodity transactions | () |
| (D) banking transactions | () |
| (E) business operating transactions | () |
| (F) insurance transactions | () |

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- | | |
|--|-----|
| (G) estate transactions | () |
| (H) claims and litigation | () |
| (I) personal relationships and affairs | () |
| (J) benefits from military service | () |
| (K) records, reports and statements | () |
| (L) all other matters | () |
-

(Special provisions and limitations may be included in the statutory short form power of attorney only if they conform to the requirements of section 10.14 of the Private Wrongs Law.)

Second: with full and unqualified authority to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select.

In Witness Whereof I have hereunto signed my
name this _____ day, of
_____ 19____

(Signature of principal)

(ACKNOWLEDGMENT)

(The execution of this statutory short form power of attorney shall be duly acknowledged by the principal in the manner prescribed by the Property Law for the acknowledgment of a conveyance of real property.)

2. *Other forms not barred.* No provision of this chapter shall be construed to bar the use of any other or different form of power of attorney desired by the parties concerned.

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3. *"Notice" required in statutory short form.* Every, statutory short form power of attorney, to be valid, must contain, in bold face type or a reasonable equivalent thereof or underlined, the "Notice" which is printed in bold face type at the beginning of this section.

4. *When power of attorney is "statutory short form powers."* A power of attorney is a "statutory short form power of attorney," as this phrase is used in the following sections of this chapter, when, but only when it is in writing and has been duly acknowledged by the principal and it contains the exact wording of the clause marked "First" set forth in paragraph 1 of this section, except that any one or more of subjects (A) to (L) may be stricken out and initialed by the principal, in which case the subjects so stricken out and initialed and also subject (L) shall be deemed eliminated. A "statutory short form power of attorney" may contain modifications or additions of the types described in section 10.14 of this chapter.

5. *Joint action by more than one agent.* If more than one agent is designated by the principal, such agents. In the exercise of the powers conferred, must act jointly unless the principal specifically provides in such statutory short form power of attorney that they are to act severally.

§ 10.2. Construction; real estate transactions.

In a statutory short form power of attorney, the language conferring general authority with respect to "real estate transactions," must be construed to mean that the principal authorizes the agent:

(a) To accept as a gift, or as security for a loan, to reject, to demand, to buy, to lease, to receive, or otherwise to acquire either ownership or possession of any estate or interest In land;

(b) To sell, to exchange, to convey either with or without covenants, to quit-claim, to release, to surrender, to mortgage, to encumber, to partition or to consent to the partitioning, to revoke, create or modify a trust, to grant options concerning, to lease or to sublet, or otherwise to dispose of, any estate or

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interest in land;

(c) To release in whole or in part, to assign the whole or a part of, to satisfy in whole or in part, and to enforce by action, proceeding or otherwise, any mortgage, incumbrance, lien or other claim to land which exists, or is claimed to exist, in favor of the principal;

(d) To do any act of management or of conservation with respect to any estate or interest in land owned or claimed to be owned, by the principal, including by way of illustration, but not of restriction, power to insure against any casualty, liability or loss, to obtain or to regain possession or to protect such estate or interest by action, proceeding or otherwise, to pay, to compromise, or to contest taxes or assessments, to apply for refunds in connection therewith, to purchase supplies, to hire assistance or labor and to make repairs or alterations in the structures or lands;

(e) To utilize in any way, to develop, to modify, to alter, to replace, to remove, to erect or to install structures or other improvements upon any land in which the principal has, or claims to have any estate or interest;

(f) To demand, to receive, to obtain by action, proceeding or otherwise, any money, or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of an interest in land or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

(g) To participate in any reorganization with respect to real property and to receive and to hold any shares of stock or

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instrument of similar character received in accordance with such plan of reorganization, and to act with respect thereto, including by way of illustration, but not of restriction, power to sell or otherwise to dispose of such shares, or any of them, to exercise or to sell any option, conversion or similar right with respect thereto, and to vote thereon in person or by the granting of a proxy;

(h) To agree and to contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

(i) To execute, to acknowledge and to deliver any deed, revocation, declaration or modification of trust, mortgagee, lease, notice, check or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

(j) To prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against the principal based on or involving any real estate transaction or to intervene in any action or proceeding relating thereto;

(k) To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

(l) In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts which the principal can do through an agent, with respect to any estate or interest in land.

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All powers described in this section shall be exercisable equally with respect to any estate or interest in land owned by the principal at the giving of the power of attorney or thereafter acquired, and whether located in the Republic of Liberia or elsewhere.

§ 10.3. Construction; chattel and goods transactions.

In a statutory short form power of attorney, the language conferring general authority with respect to "chattel and" goods transactions," must be construed to mean that the principal authorizes the agent:

(a) To accept as a gift, or as security for a loan, to reject, to demand, to buy, to receive, or otherwise to acquire either ownership or possession of, any chattel or goods or any interest in any chattel or goods;

(b) To sell, to exchange, to convey either with or without covenants, to release, to surrender, to mortgage, to encumber, to pledge, to hypothecate, to pawn, to revoke, create or modify a trust, to grant options concerning, to lease or to sublet to others, or otherwise to dispose of any chattel or goods or any interest in any chattel or goods;

(c) To release in whole or in part, to assign the whole or a part of, to satisfy in whole or in part, and to enforce by action, proceeding or otherwise, any mortgage, incumbrance, lien or other claim, which exists, or is claimed to exist, in favor of the principal, with respect to any chattel or goods or any interest in any chattel or goods;

(d) To do any act of management or of conservation with respect to any chattel or goods or to any interest in any chattel or goods owned, or claimed to be owned, by the principal, including by way of illustration, but not of restriction, power to insure against any casualty, liability or loss, to obtain or to regain possession, or to protect such chattel or goods or interest in any chattel or goods, by action, proceeding or otherwise, to

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pay to compromise or to contest taxes or assessments, to apply for refunds in connection therewith, to move from place to place, to store for hire or on a gratuitous bailment, to use, to alter, and to make repairs or alterations of any such chattel or goods, or interest in any chattel or goods;

(e) To demand, to receive, to obtain by action, proceeding or otherwise, any money or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of a chattel or goods or of any interest in any chattel or goods, or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

(f) To agree and to contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

(g) To execute, to acknowledge and to deliver an conveyance, revocation, declaration or modification of trust, mortgage, lease, notice, check or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

(h) To prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any chattel or goods transaction or to Intervene in any action or proceeding relating thereto;

(i) To hire, to discharge, and to compensate any attorney,

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accountant, expert witness or other assistant or assistants, when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

(j) In general, and in addition to all the specific is acts in this section enumerated, to do any other act o acts, which the principal can do through an agent with respect to any chattel or goods or interest in any chattel or goods. All powers described in this section shall be exercisable equally with respect to any chattel or goods or interest in any chattel or goods owned by the principal at the giving o the power of attorney or thereafter acquired, and whether located in the Republic of Liberia or elsewhere.

§ 10.4. Construction; bond share and commodity transactions.

In a statutory short form power of attorney, the language conferring general authority with respect to "bond, share and commodity transactions," must be construed to mean that the principal authorizes the agent:

(a) To accept as a gift, or as security for a loan, to reject to demand, to buy, to receive, or otherwise to acquire either ownership or possession of, any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto, together with the interest, dividends, proceeds or other distributions connected therewith;

(b) To sell (including short sales), to exchange, to transfer either with or without a guaranty, to release, to surrender, to hypothecate, to pledge, to revoke, create, or modify a trust, to grant options concerning, to loan, to trade in, or otherwise to dispose of any bond, share instrument of similar character, commodity interest or any instrument with respect thereto;

(c) To release in whole or in part, to assign the whole or a

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part of, to satisfy in whole or in part, and to enforce by action, proceeding or otherwise, any pledge, incumbrance, lien or other claim as to any bond, share instrument of similar character, commodity interest or any interest with respect thereto, when such pledge, incumbrance, lien or other claim is owned, or claimed to be owned, by the principal;

(d) To do any act of management or of conservation with respect to any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto, owned or claimed to be owned by principal or in which the principal has or claims to have an interest, including by way of illustration, but not of restriction, power to insure against any casualty, liability or loss, to obtain or to regain possession or to protect the principals interest therein by action, proceeding or otherwise, to pay, to compromise or to contest taxes or assessments, to apply for refunds in connection therewith, to consent to and to participate in any re-organization, recapitalization, liquidation, merger, consolidation, sale or lease, or other change or revival of a corporation or other association, or in the financial structure of any corporation or other association, or in the priorities, voting rights or other special rights with respect thereto, to become a depositor with any protective, reorganization or similar committee of the bond, share, other instrument of similar character, commodity interest or any instrument with respect thereto, belonging to the principal, to make any payments reasonably incident to the foregoing, to exercise or to sell any option, conversion or similar right, to vote in person or by the granting of a proxy (with or without the power of substitution), either discretionary, general or otherwise, for the accomplishment of any of the purposes enumerated in this section;

(e) To carry in the name of the nominee selected by the agent any evidence of the ownership of any bond, share, other instrument of similar character, commodity interest or instrument with respect thereto, belonging to the principal;

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(f) To employ, in any way believed to be desirable by the agent, any bond, share, other instrument of similar character, commodity interest or any instrument with respect thereto, in which the principal has or claims to have any interest, for the protection or continued operation of any speculative or margin transaction personally begun or personally guaranteed, in whole or in part, by the principal;

(g) To demand, to receive, to obtain by action, proceeding or otherwise, any money or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any interest in a bond share, other instrument of similar character, commodity interest or any instrument with respect thereto, or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short from power of attorney;

(h) To agree and to contract, in any manner, and with any broker or other person, and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement made by or on behalf of the principal;

(i) To execute, to acknowledge and to deliver any consent, agreement, authorization, assignment, revocation declaration or modification of trust, notice, waiver of notice, check, or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

(j) To execute, to acknowledge and to file any report or certificate required by law or governmental regulation;

(k) To prosecute, to defend, to submit to arbitration, to settle

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and to propose or to accept a compromise with respect to, any claim existing in favor of, or against the principal based on or involving any bond, share or commodity transaction or to intervene in any action or proceeding relating thereto;

(l) To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

(m) In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to any interest in any bond, share or other instrument of similar character, commodity, or instrument with respect to a commodity.

All powers described in this section shall be exercisable equally with respect to any interest in any bond, share or other instrument of similar character, commodity, or instrument with respect to a commodity owned by the principal at the giving of the power of attorney or thereafter acquired, whether located in the Republic of Liberia or elsewhere.

§ 10.5. Construction; banking transactions.

In a statutory short form power of attorney, the language conferring general authority with respect to "banking transactions," must be construed to mean that the principal authorizes the agent:

(a) To continue, to modify and to terminate any deposit account, or other banking arrangement made by or on behalf of the principal prior to the creation of the agency;

(b) To open either in the name of the agent alone, or in the name of the principal alone, or in both their names jointly or otherwise, a deposit account of any type with any banker or in any banking institution selected by the agent, to hire such safe

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deposit box or vault space and to make such other contracts for the procuring of other services made available by any such banker or banking institution as the agent shall think to be desirable;

(c) To make, to sign and to deliver checks or drafts for any purpose, to withdraw by check, order or otherwise any funds or property of the principal deposited with, or left in the custody of, any banker or banking institution, wherever located, either before or after the creation of the agency;

(d) To prepare from time to time financial statements concerning the assets and liabilities or income and expenses of the principal, and to deliver statements so prepared to any banker, banking institution or other person, whom the agent believes to be reasonably entitled thereto;

(e) To receive statements, vouchers, notices or other documents from any banker or banking institution and to act with respect thereto;

(f) To have free access at any time or times to any safe deposit box or vault to which the principal might have access, if personally present;

(g) To borrow money by bank overdraft, or by promissory note of the principal given for such period and at such interest rate as the agent shall select, to give such security out of the assets of the principal as the agent shall think to be desirable or necessary for any such borrowing, to pay, to renew or to extend the time of payment of any note so given or given by or on behalf of the principal, and to procure for the principal a loan from any banker or banking institution by any other procedure made available by such banker or institution;

(h) To make, to assign, to indorse, to discount, to guarantee, and to negotiate, for any and all purposes, all promissory notes,

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bills of exchange, checks, drafts or other negotiable or non-negotiable paper of the principal, or payable to the principal or to his order, to receive the cash or other proceeds of any such transactions, to accept any bill of exchange or draft drawn by any person upon the principal, and to pay it when due;

(i) To receive for the principal and to deal in and to deal with any trust receipt, warehouse receipt or other negotiable or non-negotiable instrument, in which the principal has or claims to have an interest;

(j) To apply for and to receive letters of credit or travelers checks from any banker or banking institution selected by the agent, giving such indemnity or other agreements in connection therewith as the agent shall think to be desirable or necessary;

(k) To consent to an extension in the time of payment with respect to any commercial paper or any banking transaction in which the principal has an interest or by which the principal is, or might be, affected in any way;

(l) To pay, to compromise or to contest taxes or assessments and to apply for refunds in connection therewith;

(m) To demand, to receive, to obtain by action, proceeding, or otherwise any money or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any banking transaction conducted by the principal himself, or by the agent in the execution of any of the powers described in this section, or partly by the principal and partly by the agent so acting, to conserve, to ingest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred upon him by the statutory short form power of attorney;

(n) To execute, to acknowledge and to deliver any instru-

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ment of any kind, in the name of the principal or otherwise, which the agency may think useful for the accomplishment of any of the purposes enumerated in this section;

(o) to prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against the principal based on or involving any banking transaction or to intervene in any action or proceeding relating thereto;

(p) To hire, to discharge, and to compensate any attorney, accountant, expert witness, or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

(q) to general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with any banking transaction which does or might in any way affect the financial or other interest of the principal.

All powers described in this section shall be exercisable equally, with respect to any banking transaction engaged in by the principal at the giving of the power of attorney or thereafter engaged in, and whether conducted in the Republic of Liberia or elsewhere.

§ 10.6. Constructions; business operating transactions.

In a statutory short form power of attorney, the language conferring general authority with respect to "business operating transactions," must be construed to mean that the principal authorizes the agent:

(a) To the extent that an agent is permitted by law thus to act for a principal, to discharge and to perform any duty, or liability and also to exercise any right, power, privilege or option, which the principal has, or claims to have, under any

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contract of partnership whether the principal is a general or special partner thereunder, to enforce the terms of any such partnership agreement for the protection of the principal, by action, proceeding or otherwise, as the agent shall think to be desirable or necessary, and to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which the principal is a party because of his membership in said partnership;

(b) To exercise in person or by proxy or to enforce by action, proceeding, or otherwise, any right, power, privilege or option, which the principal has as the holder of any bond, share, or other instrument of similar character and to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which the principal is a party because of any such bond, share, or other instrument of similar character;

(c) With respect to any business enterprise which is owned solely by the principal:

(i) to continue, to modify, to renegotiate, to, extend and to terminate any contractual arrangements made with any person, firm, association or corporation whatsoever by or on behalf of the principal with respect thereto prior to the creation of the agency;

(ii) to determine the policy of such enterprise as to the location of the site or sites to be utilized for its operation, as to the nature and extent of the business to be undertaken by it, as to methods of manufacturing, selling, merchandising, financing, accounting and advertising to be employed in its operation, as to the amount and types of insurance to be carried, as to the mode of securing, compensating and dealing with accountants, attorneys, servants and other agents and employees required for its operation, to agree and to contract, in any manner, and with any person and on any

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terms which the agent, thinks to be desirable or necessary, for effectuating any or all of such decisions of the agent as to policy, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

(iii) to change the name or form of organization under which such business is operated and to enter into such partnership agreement with other persons or to organize such corporation to take over the operation of such business, or any part thereof, as the agent shall think to be desirable or necessary;

(iv) to demand and to receive all moneys which are, or may become due to the principal, or which may be claimed by the principal or on his behalf, in the operation of such enterprise, and to control and to disburse such funds in the operation of such enterprise in any way which the agent shall think to be desirable or necessary, to engage in any banking transactions which the agent shall think to be desirable or necessary for effectuating the execution of any of the powers of the agent described in this paragraph;

(d) To prepare, to sign, to file and to deliver all reports, compilations of information, returns or other papers with respect to any business operation transaction of the principal, which are required by any governmental agency, department or instrumentality or which the agent shall think to be desirable or necessary for any purpose, and to make any payments with respect thereto;

(e) To pay, to compromise or to contest taxes or assessments and to do any act or acts which the agent shall think to be desirable or necessary to protect the principal from illegal or unnecessary taxation, fines penalties or assessments in

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connection with his business operations, including power to attempt to recover, in any manner permitted by law, sums paid before or after the creation of the agency as taxes, fines, penalties or assessments;

(f) To demand, to receive, to obtain by action, proceeding or otherwise, any money, or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any business operation of such principal, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred upon him by the statutory short form power of attorney;

(g) To execute, to acknowledge and to deliver any deed, assignment, mortgage, lease, notice, consent, agreement, authorization, check or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

(h) To prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any business operating transaction or to intervene in any action or proceeding relating thereto;

(i) To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

(j) to general, and in addition to all the specified acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with any business operated by the principal which the agent shall think to be

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desirable or necessary for the furtherance or protection of the interests of the principal.

All powers described in this section shall be exercisable equally with respect to any business in which the principal interested at the creation of the agency or in which the principal shall thereafter become interested, and whether operated in the Republic of Liberia or elsewhere.

§ 10.7. Construction; insurance transactions.

In a statutory short form power of attorney, the language conferring general authority with respect to "insurance transactions," must be construed to mean that the principal authorizes the agent:

(a) To continue to pay the premium or assessment on, to modify, to rescind, to release or to terminate any contract of life, accident, health, disability or liability insurance or any combination of such insurance procured by or on behalf of the principal prior to the creation of the agency which insures either the principal or any other person, without regard to whether the principal is or is not a beneficiary thereunder;

(b) To procure new, different or additional contracts of insurance on the life of the principal or the principal or protecting the principal with respect to ill-health, disability, accident or liability of any sort, to select the amount, the type of insurance contract and the mode of payment under each such policy, to pay the premium or assessment on, to modify, to rescind, to release or to terminate, any contract so procured by the agent and to designate the beneficiary of any, such contract of insurance;

(c) To apply for and to receive any available loan on the security of the contract of insurance, whether for the payment of a premium or for the procuring of cash, to surrender and thereupon to receive the cash surrender value, to exercise any

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election as to beneficiary or mode of payment, to change the manner of paying premiums, to change or to convert the type of insurance contract, with respect to any contract of life, accident, health, disability, or liability insurance as to which the principal has, or claims to have, any one or more of the powers described in this section and to change the beneficiary of any such contract of insurance;

(d) To demand, to receive, to obtain by action proceeding or otherwise, any money, dividend, or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any contract of insurance or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

(e) To apply for and to procure any available governmental aid in the guaranteeing or paying of premiums of any contract of insurance on the life of the principal;

(f) To sell, to assign, to hypothecate, to borrow upon, or to pledge the interest of the principal in any contract of insurance;

(g) To pay from such proceeds or otherwise, to compromise or to contest, and to apply for refunds in connection with, any tax or assessment levied by a taxing authority with respect to any contract of insurance or the proceeds thereof or liability accruing by reason of such tax or assessment;

(h) To agree and to contract, in any manner, and with any person and on any terms, which the agent may select for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract;

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(i) To execute, to acknowledge and to deliver any consent, demand, request, application, agreement, indemnity, authorization, assignment, pledge, notice, check, receipt, waiver or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

(j) To continue, to procure, to pay the premium or assessment on, to modify, to rescind, to release, to terminate or otherwise to deal with any contract of insurance, other than those enumerated in paragraphs 1 or 2 of this section, whether fire, marine, burglary, compensation, disability, liability, hurricane, casualty, or other type or any combination of insurance, to do any act or acts with respect to any such contract or with respect to its proceeds or enforcement which the agent thinks to be desirable or necessary for the promotion or protection of the interests of the principal;

(k) To prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to any claim existing in favor of, or against, the principal based on or involving any insurance transaction or to intervene in any action or proceeding relating thereto;

(l) To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

(m) In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with procuring, supervising, managing, modifying, enforcing and terminating contracts of insurance in which the principal is the insured or is otherwise in any way interested.

All powers described in this section shall be exercisable with respect to

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any contract of insurance in which the principal is in any way interested, whether made in the Republic of Liberia or elsewhere.

§ 10.8. Construction; estate transactions.

In a statutory short form power of attorney, the language conferring general authority with respect to "estate transactions," must be construed to mean that the principal authorizes the agent:

(a) To the extent that an agent is permitted by law thus to act for a principal, to apply for and to procure, in the name of the principal, letters of administration, letters testamentary, letters of trusteeship, or any, other type of authority, either judicial or administrative, to act as a fiduciary of any sort;

(b) To the extent that an agent is permitted by law thus to act for a principal, to represent and to act for the principal in all ways and in all matters affecting any estate of a decedent, absentee, infant or incompetent, or any trust or other fund, out of which the principal is entitled, or claims to be entitled, to some share or, payment, or with respect to which the principal is a fiduciary;

(c) To accept, to reject, to receive, to receipt for, to sell, to assign, to release, to pledge, to exchange, or to consent to a reduction in or modification of, any share in or payment from any estate, trust or other fund;

(d) To demand, to obtain by action, proceeding, or otherwise any money, or other thing of value to which the principal is, or may become, or may claim to be entitled by reason of the death testate or intestate of any person or of any testamentary disposition or of any trust or by reason of the administration of the estate of a decedent or absentee or of the guardianship of an infant or incompetent, or the administration of any trust or other fund, to initiate, to participate in and to oppose any proceeding, judicial or otherwise, for the ascertain-

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ment of the meaning, validity or effect of any deed, will, declaration of trust, or other transaction affecting in any way the interest of the principal, to initiate, to participate in and to oppose any proceeding, judicial or otherwise, for the removal, substitution or surcharge of a fiduciary, to conserve, to invest, to disburse or to utilize anything, so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

(e) To prepare, to sign, to file and to deliver all reports, compilations or information, returns or papers with respect to any interest had or claimed by or on behalf of the principal in any estate, trust, or other fund, to pay, to compromise or to contest, and to apply for refunds in connection with, any tax or assessment, with respect to any interest had or claimed by or on behalf of the principal in any estate, trust or other fund or by reason of the death of any person, or with respect to any property in which such interest is had or claimed;

(f) To agree and to contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

(g) To execute, to acknowledge, to verify, to file and to deliver any consent, designation, pleading, notice, demand, election, conveyance, release, assignment, check, pledge, waiver, admission of service, notice of appearance or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

(h) To submit to arbitration or to settle and to propose or to accept a compromise with respect to any controversy or claim

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which affects the estate of a decedent, absentee, infant or incompetent, or the administration of a trust or other fund, in any one of which the principal has, or claims to have, an interest, and to do any and all acts which the agent shall think to be desirable or necessary in effectuating such compromise;

(i) To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants, when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

(j) In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to the estate of a decedent, absentee, infant or incompetent, or the administration of a trust or other fund, in any one of which the principal has, or claims to have, an interest or with respect to which the principal is a fiduciary.

All powers described in this section shall be exercisable equally with respect to any estate of a decedent, absentee, infant or incompetent, or the administration of any trust or other fund, in which the principal is interested at the giving of the power of attorney or may thereafter become interested, and whether located in the Republic of Liberia or elsewhere.

§ 10.9. Construction; claims and litigation.

In a statutory short form power of attorney, the language conferring general authority with respect to "claims and litigation," must be construed to mean that the principal authorizes the agent:

(a) To assert and to prosecute before any court, administrative board, department, commissioner or other tribunal, any cause of action, claim, counterclaim, offset or defense, which the principal has, or claims to have against any individual, partnership, association, corporation, government, or other person

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or instrumentality, including, by way of illustration and not of restriction, power to sue for the recovery of land or of any other thing of value, for the recovery of damages sustained by the principal in any manner, for the elimination or modification of tax liability, for an injunction, for specific performance, or for any other relief;

(b) To bring an action of interpleader or other action to determine adverse claims, to intervene or to interplead in any action or proceeding, and to act in any litigation as *amicus curiae*;

(c) In connection with any action or proceeding or controversy, at law or otherwise, to apply for and, if possible, to procure a libel, an attachment, a garnishment, an order of arrest or other preliminary provisions or intermediate relief and to resort to and to utilize in all ways permitted by law any available procedure for the effectuation or satisfaction of the judgment, order or decree obtained;

(d) In connection with any action or proceedings at law or otherwise, to perform any act which the principal might perform, including by way of illustration and not of restriction, acceptance of tender, offer of judgment, admission of any facts, submission of any controversy on an agreed statement of facts, consent to examination before trial, and generally to bind the principal in the conduct of any litigation or controversy as seems desirable to the agent;

(e) To submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of or against the principal, or any litigation to which the principal is, or may become or be designated a party;

(f) To waive the issuance and service of a summons, citation or other process upon the principal, to accept service of process, to appear for the principal, to designate persons upon whom

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process directed to the principal may be served, to execute and to file or deliver stipulations on the principal's behalf, to verify pleadings, to appeal to appellate tribunals, to procure and to give surety and indemnity bonds at such times and to such extent as the agent shall think to be desirable or necessary, to contract and pay for the preparation and printing of records and briefs, to receive and to execute and to file or deliver any consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument which the agent shall think to be desirable or necessary in connection with the prosecution, settlement or defense of any claim by or against the principal or of any litigation to which the principal is or may become or be designated a party;

(g) To appear for, to represent and to act for the principal with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, whether of the principal or some other person, with respect to any reorganization proceeding, or with respect to any receivership or application for the appointment of a receiver or trustee which, in any way, affects any interest of the principal in any land, chattel, bond, share, commodity interest, chose in action or other thing of value;

(h) To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section;

(i) To pay, from funds in his control or for the account of the principal, any judgment against the principal or any settlement which may be made in connection with any transaction enumerated in this section, and to receive and conserve any moneys or other things of value paid in settlement of or as proceeds of one or more of the transactions enumerated in this section, and to receive and endorse checks and to deposit the same; and

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(j) In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with any claim by or against the principal or with litigation to which the principal is or may become, or be designated a party.

All powers described in this section shall be exercisable equally with respect to any claim or litigation existing at the giving of the power of attorney or thereafter arising, and whether arising in the Republic of Liberia or elsewhere.

§ 10.10. Construction; personal relationships and affairs.

In a statutory short form power of attorney, the language conferring general authority with respect to "personal relationships," must be construed to mean that the principal authorizes the agent:

(a) To do all acts necessary for maintaining the customary standard of living of the spouse and children, and other dependents of the principal, including by way of illustration and not by way of restriction, power to provide living quarters by purchase, lease or by other contract or by payment of the operating costs, including interest, amortization payments, repairs and taxes of premises owned by the principal and occupied by his family or dependents, to provide normal domestic help for the operation of the household, to provide usual vacations and usual travel expenses, to provide usual educational facilities, and to provide funds for all the current living costs of such spouse, children and other dependents, including, among other things, shelter, clothing, food and incidentals;

(b) To provide, whenever necessary, medical dental and surgical care, hospitalization and custodial care for the spouse, children and other dependents of the principal;

(c) To continue whatever provision has been made by the principal, prior to the creation of the agency or thereafter, for his spouse, children and other dependents, with respect to automobiles,

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or other means of transportation, including by way of illustration but not by way of restriction, power to license, to insure and to replace any automobiles owned by the principal and customarily used by the spouse, children or other dependents of the principal;

(d) To continue whatever charge accounts have been operated by the principal prior to the creation of the agency or thereafter, for the convenience of his spouse, children or other dependents, to open such new accounts as the agent shall think to be desirable for the accomplishment of any of the purposes enumerated in this section, and to pay the items charged on such accounts by any person authorized or permitted by the principal to make such charges prior to the creation of the agency;

(e) To continue the discharge of any services or duties assumed by the principal, prior to the creation of the agency or thereafter, to any parent, relative or friend of the principal;

(f) To supervise and to enforce, to defend or to settle any claim by or against the principal arising out of property damages or personal injuries suffered by or caused by the principal, or under such circumstances that the loss resulting therefrom will, or may, fall on the principal;

(g) To continue payments incidental to the membership or affiliation of the principal in any church, club, society, order or other organization or to continue contributions thereto;

(h) To demand, to receive, to obtain by action, proceeding or otherwise any money or other thing of value to which the principal is or may become or may claim to be entitled as salary, wages, commission or other remuneration for services performed, or as a dividend or distribution upon any stock, or as interest or principal upon any indebtedness, or any periodic distribution of profits from any partnership or business in which the principal has or claims an interest, and to endorse, collect or otherwise realize upon any instrument for the payment so received;

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(i) To prepare, to execute and to file all tax social security and information returns required by the laws of Liberia, or of any foreign government, to prepare, to execute and to file all other papers and instruments which the agent shall think to be desirable or necessary for the safeguarding of the principal against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation, and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which the principal is or may be liable;

(j) To utilize any asset of the principal for the performance of the powers enumerated in this section, including by way of illustration and not by way of restriction, power to draw money by check or otherwise from any bank deposit of the principal, to sell any land, chattel, bond, share, commodity interest, chose in action or other asset of the principal, to borrow money and to pledge as security for such loan any asset, including insurance, which belongs to the principal;

(k) To execute, to acknowledge, to verify, to file and to deliver any application, consent, petition, notice, release, waiver, agreement or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

(l) To prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of or against the principal based on or involving any transaction enumerated in this section or to intervene in any action or proceeding relating thereto;

(m) To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

(n) In general, and in addition to all the specific acts in this

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section enumerated, to do any other act or acts, which the principal can do through an agent, for the welfare of the spouse, children or dependents of the principal or for the preservation and maintenance of the other personal relationships of the principal to parents, relatives, friends and organizations.

All powers described in this section shall be exercisable equally, whether the acts required for their execution shall relate to real or personal property owned by the principal at the giving of the power of attorney or thereafter acquired and whether such acts shall be performable in the Republic of Liberia or elsewhere.

§ 10.11. Construction; benefits from military service.

In a statutory short form power of attorney, the language conferring general authority with respect to "benefits from military service," must be construed to mean that the principal authorizes the agent:

(a) To execute vouchers in the name of the principal for any and all allowances and reimbursements payable by the Republic of Liberia to the principal, including by way of illustration and not of restriction, all allowances and reimbursements for transportation of the principal and of his dependents, and for shipment of household effects, to receive, to indorse and to collect the proceeds of any check payable to the order of the principal drawn on the treasurer or other fiscal officer or depository of Liberia;

(b) To take possession and to order the removal and shipment, of any property of the principal from any post, warehouse, depot, dock or other place of storage or safekeeping, either governmental or private, to execute and to deliver any release, voucher, receipt, bill of lading, shipping ticket, certificate or other instrument which the agent shall think to be desirable or necessary for such purpose;

(c) To prepare, to file and to prosecute the claim of the principal to any benefit or assistance, financial or otherwise, to which the principal is, or claims to be, entitled, under the provisions of any

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statute or regulation existing at the creation of the agency or thereafter enacted by the Republic of Liberia or by any foreign government, which benefit or assistance arises from or is based upon military service performed prior to or after the creation of the agency by the principal or by any person related by blood or by marriage to the principal, to execute any receipt or other instrument which the agent shall think to be desirable or necessary for the enforcement or for the collection of such claim;

(d) To receive the financial proceeds of any claim of the type described in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

(e) To prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against the principal based on or involving any benefits from military service or to intervene in any action or proceeding relating thereto;

(f) To hire, to discharge, and to compensate any attorney, accountant, expert witness, or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of, the powers described in this section; and

(g) In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, and which the agent shall think to be desirable or necessary to assure to the principal, and to the dependents of the principal, the maximum possible benefit from the military service performed prior to or after the creation of the agency by the principal or by any person related by blood or marriage to the principal.;

All powers described in this section shall be exercisable equally with

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respect to any benefits from military service existing at the giving of the power of attorney or thereafter accruing, and whether accruing in the Republic of Liberia or elsewhere.

§ 10.12. Construction; records, reports and statements.

In a statutory short form power of attorney, the language conferring general authority with respect to "records, reports and statements," must be construed to mean that the principal authorizes the agent:

(a) To keep records of all cash received and disbursed for or on account of the principal, of all credits and debits to the account of the principal and of all transactions affecting in any way the assets and liabilities of the principal;

(b) To prepare, to execute and to file all tax, social security, and information returns, required by the laws of the Republic of Liberia or of any foreign government, to prepare, to execute and to file all other papers and instruments which the agent shall think to be desirable or necessary for the safeguarding of the principal against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation;

(c) To prepare, to execute and to file any record, report or statement, which the agent shall think to be desirable or necessary for the safeguarding or maintenance of the principal's interest, with respect to price, rent, wage or rationing control, or other governmental activity;

(d) To hire, to discharge, and to compensate any attorney, accountant, or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the power described in this section; and

(e) In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with the preparation, execu-

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tion, filing, storage or other utilization of any records, reports or statements of or concerning the principal's affairs;

All powers described in this section shall be exercisable equally with respect to any records, reports or statements of or concerning the affairs of the principal existing at the giving of the power of attorney or thereafter accruing, and whether arising in the Republic of Liberia or elsewhere.

§ 10.13. Construction; all other matters.

In a statutory short form power of attorney, the language conferring general authority with respect to "all other matter," must be construed to mean that the principal authorizes the agent to act as an alter ego of the principal with respect to any and all possible matters and affairs which are not enumerated in sections 10.2 to 10.12 inclusive, of this chapter, and which the principal can do through an agent.

§ 10.14. Modifications of the statutory short form power of attorney.

A power of attorney which satisfies the requirements of paragraph 4 of section 10.1 of this chapter is not prevented from being a "statutory short form power of attorney," as this phrase is used in the sections of this title, by the fact that it also contains additional language which

(a) Eliminates from the power of attorney one or more of the powers enumerated in one or more of the, constructional sections of this title with respect to a subject of the statutory short form power of attorney not eliminated therefrom by the principal; and

(b) Supplements one or more of the powers enumerated in one or more of the constructional sections in this title with respect to a subject of the statutory short form power of attorney not eliminated therefrom by the principal, by specifically listing additional powers of the agent; or

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(c) Makes some additional provision which is not inconsistent with the other provisions of the statutory short form power of attorney.

Section 2. Title 17 of the Liberian Code of Laws of 1956, known as the Injuries Law, is hereby repealed.

Section 3. This act shall take effect immediately upon publication.

Any law to the contrary notwithstanding.

APPROVED
William R. Tolbert, Jr.
PRESIDENT OF LIBERIA