

ENID BUCHANAN-HORTON, by and thru her  
Husband, STEPHEN HORTON, informant, *v.* HIS  
HONOUR VARNEY D. COOPER, Assigned Circuit  
Judge, Civil Law Court, Sixth Judicial Circuit, Montserrado  
County, RAYMOND CONCRETE PILE COMPANY, by  
and through its Resident Business Agent, THE  
INTERNATIONAL TRUST COMPANY OF LIBERIA,  
and RAYMOND INTERNATIONAL BUILDERS, by  
and thru its Attorney-In-Fact, HENRY REED COOPER,  
Respondents.

#### INFORMATION PROCEEDINGS.

Heard: October 29, 2001. Decided: December 20, 2001.

1. The signing of a stipulation for the dismissal of a claim with prejudice means the executor of the instrument forever extinguishes the claim or demand.
2. An agent is relieved of the responsibility to ensure that its principal complies with its obligation to a party to a suit where the party executes a stipulation relieving the principal of any further obligation to the party.
3. It is contempt of the highest grade for a person to knowingly appear before the Supreme Court, have the Court entertain arguments, render an opinion, and issue a mandate ordering the enforcement of a judgment which has been satisfied by the party receiving compensation and executing a stipulation relinquishing all further claims and demands.
4. There can be only one satisfaction of a judgment, and any other payment made in respect of the said judgment would be tantamount to unjust enrichment.

The informant filed a bill of information before the Supreme Court claiming that the Civil Law Court for the Sixth Judicial Circuit had not properly executed the mandate of the Supreme Court. The Supreme Court had ruled that while Co-respondent International Trust Company of Liberia (ITC), agent for Co-respondent Raymond Concrete Pile Company, against whom judgment had been rendered in the circuit court and in favor of informant, could not be held personally liable to satisfy the judgment of its principal, it was obligated, given the role it had played beyond that of a mere registered agent, to ensure that the judgment was satisfied.

The trial court, after a series of hearings, had determined that ITC had fulfilled all of the requirements imposed on it, had done all the acts required by the court to ensure that the judgment was fulfilled, and had therefore performed everything required under the Supreme Court mandate and that it was accordingly relieved of further answering to the court. ITC had presented evidence to the trial court showing that while it was attempting to have the Co-respondent Raymond Concrete Pile Company satisfy the court's judgment, the informant had received compensation from the insurer of Co-respondent Raymond Concrete Pile Company in satisfaction of the judgment and had executed a stipulation in which she had relieved the said co-respondent from any further claims and had withdrawn, with prejudice, her enforcement suit commenced in the United States to enforce the judgment of the Liberian court. Hence, it said, it no longer had any obligation to fulfill regarding the Supreme Court's mandate. The lower court had therefore ruled that in the light of the compensation received by the informant and the documents executed by her, without the knowledge of her Liberian lawyers, ITC and the other co-respondents had no further obligation to satisfy the judgment of the court, subject of the Supreme Court's mandate. It was from this ruling that the informant proceeded to the Supreme Court complaining about the manner in which the lower court

had executed the superior court's mandate.

The Supreme Court dismissed the information, holding that as the informant had in fact received compensation, had executed a release, and had withdrawn her case with prejudice, she could not demand further compensation or fulfillment of the Court's mandate. The Court held further that to award any further compensation to the informant would be tantamount to unjust enrichment. The Court stated also that it regarded the acts of the informant in executing the document without informing her Liberian counsel and in having them pursue the matter in Liberia after she had been compensated and had withdrawn her action in the United States, with prejudice, as fraudulent and contemptuous. The Court observed that such acts impugn the integrity of the Judiciary and brought it into disrepute both in Liberian and in the United states.

The Court further ruled that the Liberian counsel, upon learning of the acts of the informant, should have discontinued the matter. The lawyer's continued pursuit of the matter, it said, was unethical, a violation of his oath as a lawyer, and exposed the Liberian judicial system to ridicule, embarrassment, humiliation and belittlement. The Court therefore held the lawyer in contempt and ordered him suspended from the practice of law in Liberia for a period of three months. As for the information, the Court denied the same.

*Benedict F. Sannoh* appeared for the informant. *H. Varney G. Sherman* and *F. Musa Dean, Jr.* of the Sherman and Sherman Law Firm appeared for Co-respondent International Trust Company of Liberia.

MR. JUSTICE WRIGHT delivered the opinion of the Court.

This is the second time that this Court has had to decide this case in some aspects. Hopefully this will be the last. In the first Opinion delivered on August 7, 1998, at the close

of the March Term, 1998, of this Honorable Court, the Full Bench affirmed the ruling of the Chambers Justice in the prohibition proceedings and held that The International Trust Company of Liberia (hereinafter "ITC") was not personally liable to pay the judgment debt, but that the said ITC was responsible "*to ensure*" (emphasis supplied) that the judgment was satisfied by its principal, Raymond Concrete Pile Company (hereinafter "Raymond") since ITC had gone beyond the normal scope of duty as a resident business agent. It is the executions by the lower court of the said mandate to have ITC "ensure" the satisfaction of the judgments that has given rise to these information proceedings. However, before going into the substance of the bill of information, and, as a basis for deciding the said bill of information, it is useful to recount the basic facts showing the genesis of the case and building up to the filing of these information proceedings.

In the early 1970s, the Raymond Concrete Pile Company, under a contract with the Government of Liberia, undertook the construction of large waterlines along the streets in Monrovia. In the process, certain ditches or holes were opened up and left unattended without warning signs being placed thereat to warn or notify motorists of the danger. While the informant was traveling in her vehicle on that fateful day, her car fell into one of such ditches. As a result of the accident the informant sustained serious injuries to her body and damage to or loss of the vehicle. When the informant did not get appropriate redress from Raymond, the contractor, she instituted an action of damages for personal injuries in the Civil Law Court for the Sixth Judicial Circuit, Montserrado County, in 1972. The trial jury, in the December Term, 1983, of the said court, returned a unanimous verdict of liable against Raymond and awarded the informant the amount of \$2.1 million as general damages. The trial court confirmed the jury's verdict and entered a final judgment in the amount of \$2.4 million dollars, inclusive of costs and interest.

When the bill of costs was prepared and served on, but was not honored by ITC, a writ of execution was issued and served on ITC for satisfaction of the judgment. ITC, as a means of disclaiming responsibility for satisfaction of the said judgment, fled to the Chambers of the Supreme Court and obtained the alternative writ of prohibition, thereby restraining the Civil Law Court from enforcing the judgment against it.

While the prohibition proceedings were still pending determination before the Supreme Court of Liberia, the informant retained the services of the Law Offices of D'Erasmus, Shure & Perez, at 103 North Adams Street, Rockville, Maryland, USA, who wrote a letter on August 31, 1994 to CIGNA Property and Casualty Companies, insurers of Raymond under certain insurance policies, demanding that they satisfy the judgment. CIGNA Property and Casualty Companies, by a return letter addressed to Mr. Joseph J. D'Erasmus, dated September 26, 1994, made an offer of US\$100,000.00 as full and final settlement of the judgment and the discharge of any and all claims against the Insurance Company of North America, who was the main insurer of Raymond, and one of the member companies of CIGNA Property and Casualty Group of Insurance Companies. Informant Enid Buchanan-Horton rejected this offer, and so a second offer of US\$150,000.00 was made. This offer was also rejected.

Thereafter, the informant, by and thru her counsel, D'Erasmus, Shure and Perz, filed a suit on October 6, 1994, against the Insurance Company of North America as defendant, in the United States District Court for the Southern District of Maryland, with the identification No. Civil Case No. MJB-99-2758. The title of the case is "Action to Enforce Judgment Against Insurer" (emphasis supplied). In count 14 of her complaint, the informant asserted that since the insured, Raymond, was bankrupt and unable to satisfy the judgment, under Texas and Maryland laws, the injured party may go against the insurer directly.

In a letter dated July 26, 1995, signed by J. Paul Mullen,

the Law Firm of Lord & Whip, lawyers for the Insurance Company of North America, the insurer, made another offer of US\$200,000.00 to Enid Buchanan-Horton, thru her lawyer, Joseph J. D'Erasmus. This offer (letter) to settle was conditioned on four (4) terms. Count two of the terms required that the case be resolved by a stipulation of dismissal with prejudice, while count three required the informant to execute a general release and indemnity agreement, fully releasing and indemnifying INA, Raymond International, Raymond Concrete Pile and all other Raymond companies, ITC, INTRUSCO and all of their entities, as well as all other persons, firms, associations, corporations, partnerships, and/or other entities having anything to do with the case, whether known or unknown. This third offer of US\$200,000.00 was similarly rejected by the informant.

On August 13, 1997, a stipulation of dismissal "*with prejudice*" (emphasis supplied) of all claims raised against the Insurance Company of North America, was signed by the parties pursuant to Federal Rule 41 of the United States Code. In that stipulated settlement, Enid Buchanan-Horton was represented by her new lawyer, John C. McGinnis, III, of Connecticut Ave., Washington, D.C., while the insurance company was represented by J. Paul Mullen of Lord & Whip Law Firm. The stipulation was approved by Judge Marvin J. Garbis.

Having settled the case with the insurance company in the United States by the stipulation of dismissal *with prejudice*, and without information to the courts in Liberia (and presumably also with no information to her Liberian lawyer), Informant Enid Buchanan-Horton returned to Liberia and resumed her prohibition case in the Supreme Court of Liberia.

The Chambers Justice, having earlier given a ruling in her favour, the Full Bench, sitting in its March Term, 1998, affirmed the said ruling in its Opinion delivered August 7, 1998, at the close of the March Term. It was in that opinion that the Supreme Court of Liberia held that ITC was not

personally liable to satisfy the judgment but that ITC should ensure that the judgment is satisfied.

Against the background of the facts outlined above, the only issue before this Court is whether or not ITC has employed due diligence in complying with this Court's mandate to ensure the satisfaction of the judgment? The answer to this question will then set the tone for determining whether or not this information will lie.

To adequately address this basic issue, we take recourse to the course of conduct adopted by ITC in obedience to the Civil Law Court's order, given as a means of executing the Supreme Court's mandate.

Firstly, Judge Joseph Andrews, presiding over the December 1998 and March 1999 Terms of the Civil Law Court, issued an order on February 6, 1999 requiring ITC to publish weekly in a local daily newspaper copies of the bill of costs and writ of execution and transmit the said daily publication to Raymond Concrete Pile at its last known address, and at the same time to search for the assets of Raymond anywhere in the world, and to have the same secured in satisfaction of the Supreme Court mandate. Secondly, ITC was given thirty (30) days to conduct the said search and to subsequently submit its report to the Civil Law Court. Judge Andrews concluded his order by saying "after all these efforts have been made on the part of the resident business agent, The International Trust Company of Liberia, and a report submitted to the court within a period of one month, the court shall be convinced that the respondent resident business agent has made diligent efforts in ensuring that the court's judgment of 2.4 million dollars is satisfied by the defendant, Raymond Concrete Pile Company."

It was in the course of complying with the lower court's order that ITC, upon making the search, discovered that insurance policies had existed. ITC then made inquiries of the insurance companies but the insurance companies insisted that there was no privity of contract between ITC and them and consequently they would not divulge to ITC

any information on those insurance policies. ITC thereafter submitted a two page report on February 15, 1999, indicating therein that it had made a diligent search but found no assets of Raymond Concrete Pile Company.

On February 25, 1999, Informant Enid Buchanan Horton filed a seven page response to ITC's report and denied that ITC had made a diligent search. She informed the court that she was aware of assets that Raymond Concrete Pile Company had, the said assets being insurance policies that Raymond Concrete Pile Company had taken out with certain insurance companies in the United States and which were operational at the time the accident occurred wherein the informant was injured. The informant then requested that the writ of execution be enforced against ITC.

ITC, in response to the allegations made by the informant, filed on March 9, 1999, a seven-page reaction, contending that it did not have the legal capacity or legal relationship with the insurance companies to institute legal proceedings against them to obtain the proceeds of the insurance policies to satisfy the judgment, and it therefore prayed the court to direct informant to take steps to have the \$2.4 million judgment enforced directly against the insurance policies identified by the informant herself, and thereby relieve ITC from further answering to the Supreme Court's mandate.

By this time, Judge Yussif D. Kaba had come into jurisdiction for the June and September Terms, 1999, succeeding Judge Andrews. In his ruling, dated August 27, 1997, Judge Kaba ordered that ITC, as agent of the trustees of the assets of Raymond, should obtain the insurance proceeds and bring them to Liberia to satisfy the judgment. The judge further ordered that if the insurance proceeds were not enough to satisfy the judgment, ITC would have to find other assets of Raymond, if such other assets existed. ITC was given two months to comply with this ruling.

In its efforts to bring to Liberia the insurance proceeds



to satisfy the US\$2.4 million judgment, ITC conducted its own investigation by employing several measures, all of which were outlined in a fourteen count submission filed on October 27, 1999 with the Civil Law Court. As part of the supporting documents attached to its submission to prove that it was in compliance with the orders of the Civil Law Court, ITC exhibited a letter dated September 15, 1999, over the signature of Counselor George E. Henries, addressed to CIGNA Property and Casualty Companies, wherein ITC requested that the US\$200,000.00, which was offered by the Insurance Company of North America thru their counsel, Lord & Whip, by their letter of July 26, 1995, be paid over to ITC, thru its parent company, International Registries, Inc., of 1149 Commerce Park Drive, Reston, Virginia 20191, for delivery to the Civil Law Court in settlement of the judgment debt. ITC also exhibited the letter from Lord & Whip Law Firm, signed J. Paul Mullen, dated September 28, 1999, in response to ITC's letter described above. In that reply, Attorney J. Paul Mullen informed Counselor Henries in relevant part, as follows:

“Although during the course of Mrs. Horton's efforts to collect this judgment there were negotiations regarding the possible settlement of the claim, all of these efforts were futile. Mrs. Horton, through her counsel, rejected any and all settlement offers that were made.

Ultimately, Mrs. Horton abandoned her case against the Insurance Company of North America by dismissing it with prejudice in the United States District Court for the District of Maryland. Enclosed for your file is a copy of the stipulation of dismissal that is signed by Mr. McGinnis, counsel for Mrs. Horton, and myself. This stipulation was approved by United States District Judge Marvin J. Garbis on August 13, 1997.

As you know, dismissal of litigation with prejudice precludes the claim ever being brought again. Accordingly, by dismissing the case with prejudice,

Mrs. Horton abandoned forever all of her efforts to recover any money arising out of this matter from the Insurance Company of North America. For these reasons there are no insurance assets of the Insurance Company of North America available to satisfy Mrs. Horton's claim. As far as we are concerned the matter is concluded and closed."

In that submission also, ITC recounted the actions taken in the United States by the informant, which led to the settlement of her claim by the insurance company and which the informant did not divulge to the courts in Liberia or to her lawyers in Liberia. ITC contended that the informant's conduct in the United States District Court, i.e. the dismissal of her enforcement case *with prejudice* constituted full and final satisfaction of the US\$2.4 million judgment, and therefore, that the same judgment could not be enforced again as there can be only one satisfaction of a judgment. ITC also contended that the stipulation for dismissal with prejudice should not only benefit the insurance companies alone, but also Raymond as well, because that is the purpose for which Raymond took out the insurance in the first place, i.e. to protect itself against claims such as that of the informant. In addition, ITC presented evidence to show that no assets were discoverable, even in the United States, for Raymond International Builders, the US parent company of Raymond Concrete Pile Company. This evidence was contained in informant's complaint in the enforcement action filed in the United States District Court for Maryland, at count 14, in which she averred that Raymond and its parent company were both bankrupt and insolvent and was unable to satisfy the US\$2.4 million judgment, which was the reason she had sued the insurance company directly.

After the filing of the submission by ITC on October 26, 1999, no further action was taken in the case until Judge J. Boima Kontoe came into jurisdiction, presiding over the December 1999 and March 2000 Terms of the Civil Law Court, succeeding Judge Kaba. The records do not show

any response from the informant to ITC's submission, and therefore ITC obtained a notice of assignment from Judge Kontoe to pass upon the said submission.

Apparently taken by surprise by the revelation of the stipulation of dismissal *with prejudice*, signed by Informant Enid Buchanan-Horton on August 13, 1997, her counsel, Counsellor Benedict F. Sannoh, requested the court to suspend the matter and allow them ninety (90) days to search the records of the United States District Court in Baltimore, Maryland, to verify ITC's submission. Judge Kontoe granted the informant's counsel's request. Subsequently, in April 2000, Informant Enid Buchanan-Horton filed a six-page reaction to ITC's submission of October 26, 1999, contending therein that the stipulation for dismissal with prejudice jointly signed and filed by the United States lawyers for the informant, Enid Buchanan-Horton, and the insurance companies, and approved by the Federal District Court Judge, did not affect the mandate of the Supreme Court that ITC should ensure that the US\$2.4 million judgment was satisfied.

Judge Kontoe left jurisdiction and was succeeded by Judge Varnie D. Cooper, presiding over the September 2000 Term of the Civil Law Court. Judge Cooper entertained oral arguments on the submission by ITC and the reaction by Mrs. Enid Buchanan-Horton, and entered a ruling dated October 9, 2000 in which ITC was relieved from further responsibility to ensure satisfaction of the US\$2.4 million judgment based on the following:

- a. The insurance policies were the only assets left behind by Raymond at the time of dissolution;
- b. The insurance companies opened claim files for purposes of settling claims such as that of Mrs. Enid Buchanan-Horton;
- c. These insurance companies made two separate offers to Mrs. Horton to settle the claim or satisfy the judgment and she rejected both and instituted legal action for the enforcement of the very US\$2.4 million judgment; and

- d. Mrs. Horton later entered a stipulation for the dismissal of her enforcement proceedings *with prejudice*, thereby foreclosing any possibility of going against the insurance proceeds which were the only assets left by Raymond.

It was from this ruling of Judge Cooper, made on October 9, 2000, that Informant Enid Buchanan-Horton came back to the Supreme Court by way of this bill of information, asserting that the Civil Law Court had not properly executed the mandate of the Supreme Court and asking for an interpretation of the word “ensure”, contained in the mandate of the Supreme Court requiring that ITC should ensure that the US\$2.4 million judgment was satisfied by Raymond.

As we stated earlier in this opinion, the most important question for our determination is whether or not ITC has complied with the mandate of this Court that it ensures the satisfaction of the US\$2.4 million judgment by Raymond.

The judge of the Civil Law Court held that for good and sufficient reasons he was satisfied that ITC had complied with the Supreme Court’s mandate that required ITC to ensure the satisfaction of the judgment. The judge found that the judgment had indeed been satisfied by Raymond, thru its insurers, CIGNA Group of Companies, of which the Insurance Company of North America was a member company.

The question is, did the judge err in his conclusions, stated above, for which informant desires a reversal? We take recourse to the ruling of Judge Cooper and review it in the context of what was expected of the Civil Law Court, in terms of executing the Supreme Court’s mandate, and what was expected of ITC, in terms of ensuring that Raymond satisfies the judgment.

Judge Joseph W. Andrews set the stage in his order of February 6, 1999, when he required ITC to publish weekly in the local newspaper the bill of costs and the writ of execution and transmit each publication to Raymond at its last known address, and at the same time search for assets

of Raymond anywhere in the world and have the same secured to satisfy the judgment. ITC was required to do all of these within thirty (30) days. ITC complied with this order by filing a report on February 15, 1999 wherein it stated that after a diligent search it had found no assets of Raymond.

It was at that point that informant, Enid Buchanan-Horton, on February 25, 1999, filed a response claiming that ITC had not made a diligent search and also informing the court of the existence of the insurance policies. ITC, on March 9, 1999, in reaction to the informant's response, prayed the court to have informant go directly against the insurance company since she knew them and since ITC had no privity of contract or other legal relationship with the said insurance company.

Then came Judge Yussif D. Kaba who, in his ruling on August 27, 1999, relative to the ITC report, the informant's response, and the ITC reaction, ordered ITC to get the insurance proceeds and bring them to Liberia to satisfy the judgment, and directed further that if the proceeds could not satisfy the judgment, that ITC should then find other assets of Raymond if they existed.

ITC again complied with the Civil Law Court's instructions and filed a submission on October 27, 1999 informing the court of the efforts it had made and the steps it had taken to get the insurance proceeds to Liberia. ITC informed the court that during its investigation of the insurance proceeds, it had discovered that the informant, Enid Buchanan-Horton, had more than two years earlier, signed a stipulation of dismissal *with prejudice* in the United States with the insurance company, and that as such there were no insurance proceeds available to Mrs. Horton.

Judge J. Boima Kontoe, who next presided over the court, assigned the case for hearing and passage on ITC's submission of October 27, 1999. At the call of the case, the informant's counsel asked for 90 days to search the records of the United States District Court, which request was granted. Then about six months later, in April 2000, the

informant filed her reaction to ITC's submission, admitting therein that she had told her lawyers in America to withdraw her case but not to dismiss it *with prejudice*. In the said reaction also, she said that the dismissal of her enforcement proceedings with prejudice in the United States did not affect the Supreme Court's mandate in Liberia, and therefore ITC should still be held to ensure Raymond's satisfaction of the judgment.

The next judge to preside over the case was His Honor Varnie D. Cooper who heard arguments, *pro et con*, on the submission (ITC reporting of its investigation and findings) and the informant's reaction. Judge Cooper reasoned that the insurance proceeds discovered by informant were the only assets left behind by Raymond and that for Mrs. Horton to have rejected two offers for settlement and instead institute enforcement proceedings against the insurance company, and then to subsequently sign a stipulation of dismissal *with prejudice* meant that she had been compensated by the insurance company. Judge Cooper held that because Mrs. Horton had received compensation from the insurance company on behalf of Raymond, who was ITC's principal, it would be unjust enrichment for her to come to Liberia and demand compensation from ITC indirectly in regard to the same matter. Judge Cooper further held that once the insurance company, standing in the place of Raymond, had made full and final settlement of the claim and thereby satisfying the judgment, there was nothing left for ITC to do because ITC's only role was to ensure that Raymond complied with the judgment.

The question then is, what error did Judge Cooper or any of the other judges of the Civil Law Court commit, for which this information will lie? We find none, and herein hereby hold that the Civil Law Court (i.e. its various assigned judges) did everything it could and nothing more had been expected of the court in its execution of this Court's mandate. We are in complete agreement with all of the actions taken by the various judges and hereby fully

endorse and confirm the conclusions reached by Judge Cooper, for which his ruling of October 9, 2000 relieving ITC from further responsibility is hereby affirmed in its totality, the same being sound in reasoning, logic and law. The said ruling is herein adopted and fully incorporated as part of this opinion.

ITC has to be relieved of its responsibility because when Informant Enid Buchanan-Horton signed the stipulation of dismissal, it was "*with prejudice*", meaning that her right to claim or demand was forever extinguished, and also because when the insurance company offered to settle the terms of the settlement were that the agreement would be full and final settlement and would release not only the insurance company itself, Insurance Company of North America, but also all of the affiliated companies of the CIGNA group of companies, including INTRUSCO and ITC, and all persons, whether known or unknown, who were in any way connected with the accident case of Mrs. Horton. This Court held in the case *Tubman v. Murdoch*, 4 LLR 179 (1934) that a valid judgment is binding on the parties to the proceeding and their privies. We hereby reaffirm that rule in this case.

This Court therefore can give no credence whatsoever to the contention of Informant Horton that the dismissal "*with prejudice*", entered in the stipulation in America, is irrelevant to and does not affect the case in Liberia. It was from only one source that ITC would have had to look for settlement of the claim or satisfaction of the judgment, and that source was the insurance company. Did Informant Horton believe that ITC would not have pursued the insurance company but instead would lay out its own funds, which was not required by this Court's mandate? Or that the insurance company would pay twice? Or did she not believe that the information would come out that she had already been paid by the insurance company?

It is fraudulent, to say the least, that Mrs. Horton received compensation on August 13, 1997 and did not inform her lawyers in Liberia or the Court of it. It was even

more humiliating and embarrassing that she returned to Liberia in 1998 and had her lawyers revive the prohibition proceedings in the Supreme Court, from where she obtained a judgment in her favor and sought to have it enforced, only for her lawyers to be slapped in the face with her stipulation of dismissal "*with prejudice*". Even more disturbing is that Mrs. Horton's fraudulent tendencies might be imputed to or inferred from her legal representations. It is observed that the initial demand on the insurance company and the enforcement proceedings in the United States District Court were instituted by Mr. Joseph J. D'Erasmus of the law firm of D'Erasmus, Shure and Perez. By the time a settlement was reached and agreed to, a stipulation of dismissal "*with prejudice*" was signed by Attorney John C. McGinnis, III. In Liberia, when this case was argued before the Full Bench of the Supreme Court in 1998, the informant, Enid Buchanan-Horton, who was respondent in the prohibition proceedings, was represented by Counselors Pei Edwin Gausi and Farmere G. Stubblefield. But when the case went called in the lower court for enforcement of the judgment, she was then and still is now represented by Counsellor Benedict F. Sannoh. Presumably none of them had knowledge of the August 13, 1997 dismissal "*with prejudice*". Even though this Court should not indulge in conjecture, it might appear that her lack of good faith and honest dealing might be responsible.

It was contempt of the highest grade for the informant to have knowingly come to the Supreme Court of Liberia in 1998 and cause the Supreme Court to entertain arguments, render an opinion, and issue a mandate ordering the enforcement of a judgment which had been satisfied one year earlier in the United States. This exposed our highest tribunal to public ridicule and embarrassment. In fact, one would have thought that after the submission of October 21, 1999, filed by ITC and the Civil Law Court's suspension of the case to allow informant's counsel to investigate the truthfulness of ITC's findings, the informant and her counsel would have been honorable to cease their pursuit



of the matter; instead, they continued to pursue it even to the extent of commencing these information proceedings.

The question then is, with what motive did informant and her lawyers commence these information proceedings? To expose our judicial system to more ridicule, embarrassment, humiliation and belittlement? This action deserves the highest and harshest sanction and condemnation. Accordingly, the informant's counsel is hereby adjudged guilty of contempt and ordered suspended from the practice of law for a period of three months, directly and indirectly.

This Court has held that there can be only one satisfaction of a judgment. *Wahab v. Helou Brothers*, 24 LLR 250 (1975). We agree with Judge Cooper that to permit Informant Horton to receive another payment would be tantamount to *unjust enrichment* which is not favored in law or equity. *Bailey v. Sancea*, 22 LLR 59 (1973), text at 66. We therefore hold that as the lower court committed no error information cannot lie. We further hold that the finding of the lower court that ITC had complied with the Supreme Court's mandate to ensure satisfaction of the judgment is supported by the evidence that indeed the judgment had been satisfied by ITC's principal, Raymond, by and thru its insurer. The judgment having been satisfied and the matter closed in the United States that also terminated the matter in Liberia forever. The information, being legally unfounded, morally unjustified, and highly contemptuous of the Liberian Judiciary, the same has to be and is hereby dismissed.

Wherefore, and in view of all that has been said, and relying on the relevant laws controlling, it is the considered opinion of this Honorable Court that the bill of information be and the same is hereby denied. The proceedings are dismissed and the claims forever barred since the judgment has been fully satisfied. Accordingly, ITC is hereby discharged and relieved from further answering to the Supreme Court's mandate to ensure that the judgment be satisfied since the said judgment has been

satisfied. It is also the ruling of this Court that the informant's counsel, Counsellor Benedict F. Sannoh, is adjudged guilty of contempt of this Court and is suspended from the practice of law, directly and indirectly, for a period of three months.

The Clerk of this Court is hereby ordered to send a man-date to the Civil Law Court for the Sixth Judicial Circuit, Montserrado County, ordering the judge therein presiding to resume jurisdiction over the case and to give effect to this opinion. The Clerk is further ordered to issue a notice to all courts in the Republic of Liberia and the Liberian National Bar Association informing them of the suspension of Counsellor Sannoh. Costs of these proceedings are ruled against the informant. And it is hereby so ordered.

*Information*

*denied*

