

**KASAYKRO CORPORATION**, represented by its General Manager, Petitioner, v.  
**HER HONOUR CASSELIA LILES STEWART**, Judge, People's Debt Court,  
Montserrado County, and **WINTER REISNER AND COMPANY**, represented  
by WEST COAST ENTERPRISES, by and thru its General Manager, Respondents.

APPEAL FROM A RULING OF THE JUSTICE IN CHAMBERS GRANTING  
THE PETITION FOR A WRIT OF PROHIBITION.

Heard: March 31, 1982.      Decided: July 8, 1982.

1. A defendant whose property has been levied upon under an order of attachment may move, upon notice to the plaintiff and the sheriff, for an order discharging the attachment as to all or a part of the property upon payment of the sheriff's fees and expenses.
2. On a motion for an order to discharge property held under an attachment, the defendant is required to give a bond in an amount equal to the value of the property sought to be discharged, that the defendant will pay to the plaintiff the amount of any judgment which may be rendered in the action against him, not exceeding the amount of the bond.
3. In executing a bond in the name of a corporation, in regard to attachment proceedings brought against the corporation and for the release of the attached property to him, an officer of the corporation obligates himself as principal, undertaking to perform an act by virtue of the bond.
4. A bond is a written obligation—a contract in which one binds himself and his heirs, executors, administrators to pay a certain sum of money to another at a day appointed.
5. The general manager of a corporation who binds himself as a principal to the Republic, by his execution of a bond in the name of the corporation, and who has

received the property of the corporation which had been attached and held as security to satisfy the judgment, cannot escape liability under the terms and conditions of the bond.

6. The object of a bond in civil cases is either directly or indirectly to secure the payment of a debt or the performance of some other civil duty.

7. The Supreme Court can only construe a statute to find the legislative intent, and unless a statute is contrary to the Constitution and the constitutional question is squarely raised, the Court is without the power and authority to declare such a statute as inoperative.

8. The Supreme Court has no authority to extrapolate the intent of the Legislature beyond the specific wording of a statute. This limitation is all the more mandatory where the statute in question specifies the only manner in which an act is to be performed.

9. The laws of Liberia do not give the Supreme Court the authority to add or take from what the Legislature has commanded, unless the said command breaches provisions of the Constitution.

10. Judicial construction of Liberian statutes is constitutionally restricted to determination of legislative intent, as stated by the statutes themselves.

11. The courts have no legislative powers, and in the interpretation and construction of statutes, their sole function is to determine and, within the constitutional limits of the legislative power, give effect to the intention of the Legislature. The courts cannot read into a statute something that is not within the manifest intention of the Legislature, as gathered from the statute itself. Thus, to depart from the meaning expressed by the words of a statute is to alter the statute, to legislate and not to interpret.

12. The fact that a true construction of a statute may generate harsh consequences cannot be the basis for influencing the courts in administering the law. The responsibility for the justice or wisdom of legislation rests with the Legislature, and it is the province of the courts to construe, and not to make laws.

Co-respondent in these prohibition proceedings, Winter Reisner & Company, instituted an action of debt by attachment in the People's Debt Court for Montserrado County, against Petitioner Kasaykro Corporation. Upon service of the writ of attachment and the closure of the petitioner corporation store, it executed a bond, signed by its general manager in its name and on its behalf, and in which sureties put up their real properties, for the release of the property. The debt court heard the case and entered judgment in favour of Co-respondent Winter Reisner & Company. No exceptions were noted to the judgment and no appeal was taken therefrom. Accordingly, a bill of costs was prepared, taxed by the parties to the law suit, approved by the trial judge, and served on the petitioner corporation. When the petitioner corporation failed to make payment or to show property to be seized to satisfy the judgment, its general manager who had signed the bond on its behalf was then arrested. However, before he could be committed to jail, the petitioner corporation filed a petition before the Justice in Chambers for a writ of prohibition.

The Chambers Justice agreed with the petitioner's contention that an officer of a corporation could not be arrested for payment of the debt of a corporation, and hence, ordered the writ issued. The Justice however instructed that the trial court proceed to enforce the obligation under the bond. From this ruling, both parties excepted and appealed to the Supreme Court.

The Supreme Court reversed the Chambers Justice's ruling and held that the officer could indeed be arrested as he had signed the bond for and in the name of the petitioner corporation, under which the attached property had been released. The Court opined that, while ordinarily an officer of a corporation could not be held liable for the debt of the corporation, if he elects to sign a bond for and on behalf of the corporation, he thereby becomes the principal and can be held liable for the debt of the corporation. The Court rejected the petitioner's contention that the statute

required that the bond be executed by it and that the bond was indeed executed by it, with its general manager only being the instrument through which it could and did act in executing the bond, since under the law it had only a juridical personality and therefore had to act through a natural person, its general manager. The Court noted that in signing the bond, the general manager had obligated himself to pay the debt and exposed himself to liability therefor.

The Court also rejected the contention of the respondents that it should declare inoperative the statute which stated that a person could not be imprisoned for the payment of a debt, except in the limited cases stated by the statute, arguing that the statute left a party plaintiff without a remedy where there was a failure to pay a debt and no property could be shown to satisfy the debt obligation. The Court noted that its powers and authority extended only to interpreting the laws and not to making laws, that function being strictly for the Legislature. The Court observed that it is only when the laws violate the Constitution that it can declare the same to be unconstitutional or otherwise, even in cases where there are adverse consequences as a result of the legislation. The Court held, however, that the instant case presented a different situation, and that therefore it was obliged to *reverse* the ruling of the Chambers Justice and *deny* the petition and the peremptory writ of prohibition.

*M. Fabnbulleh Jones* appeared for petitioner. *J. Emmanuel R. Berry* appeared for respondent.

MR. JUSTICE SMITH delivered the opinion of the Court.

These prohibition proceedings grew out of an action of debt by attachment instituted in the People's Debt Court for Montserrado County, Republic of Liberia, by the co-respondent herein, Winter Reisner & Company of West Germany, represented in Liberia by West Coast Enterprises, represented by its general manager, against Kasaykro Corporation, the petitioner herein, defendant in the trial court. The writ of attachment was served and the petitioner's store was attached and closed down by the sheriff.

The general manager of the petitioner corporation thereupon tendered a defendant's bond for the release unto it of the attached property, which bond was approved by the lower court and the store subsequently ordered re-opened and released to the petitioner. For the benefit of this opinion, we quote hereunder the bond, which reads thus:

"DEFENDANT'S ATTACHMENT BOND

"KNOW ALL MEN BY THESE PRESENTS: Whereas a writ of attachment in the above entitled cause of action has been levied on the goods, monies, chattels and properties of the above named defendant, dated the 29th day of October, A. D. 1980, by the sheriff of the People's Debt Court, Montserrado County, and the defendant desires to secure the discharge of the same.

NOW, THEREFORE, We, Kasaykro Corporation, represented by its general manager, the above named defendant, Lancelot L. Holder and Henrietta and Edwin Clinton, free-holders and householders within the Republic of Liberia, sureties, do hereby jointly and severally undertake pursuant to law to pay on demand of the above named plaintiff the amount of the judgment which he may recover against the above named defendant, not exceeding the sum named in the writ of attachment herein, namely, the sum of seventy-eight thousand eight hundred thirty-one dollars and twenty-seven cents (\$78,831.27); and we further jointly and severally undertake that upon the failure so to do, the sheriff shall have the right to seize and sell our property to an amount sufficient to pay such judgment and expenses, without notice, demand, or any further legal proceedings whatsoever.

In witness whereof we have hereunto subscribed our names this 25th day of November, A. D. 1980.

The bond was signed by the general manager of the petitioner corporation, Mamade Cisee, and the sureties named in the bond, and the same was witnessed and approved by the trial judge.

The action of debt by attachment having been docketed, the trial court thereafter heard the case in keeping with the notice of assignment. As shown from the

records before us, and con-firmed by counsel for both parties during the arguments, the petitioner corporation was adjudged liable. Judgment was accordingly entered but no appeal was announced therefrom. A bill of costs, which included the amount of the judgment plus six (6%) percent interest, totalling \$55,706.82, was prepared and presented to the parties, taxed by them, and approved by the trial judge. When the bill of costs was presented by the sheriff for payment, the petitioner corporation failed to satisfy the judgment. The sheriff accordingly made returns to that effect. A writ of execution was thereupon prayed for and the same ordered issued by the trial court. Upon service of the writ of execution, the petitioner corporation failed to show property to be seized in satisfaction of the writ of execution; consequently; the general manager of the petitioner corporation, who had filed the defendant's bond on behalf of the petitioner corporation, for the release of the attached property, was arrested by the sheriff and brought before the trial court. However, before the court could order the issuance of a commitment for his imprisonment, a petition for a writ of prohibition was filed in the Chambers of this Court before the Justice presiding.

The petitioner contended in its petition and argued before us that an officer of a corporation, under the statute controlling, cannot be held personally liable for the debts of the corporation; that under our statute, no person shall be imprisoned by a court for non-satisfaction of a money judgment, and that a bond having been executed by the defendant, it was a wrong procedure for the trial court to contemplate the imprisonment of the general manager of the corporation without an application for the foreclosure of the bond. Petitioner cited for reliance the Associations Law, Rev. Code 5: 2.6 and the Civil Procedure Law, Rev. Code 1: 44.1. These citations read as follows:

"Unless otherwise provided by law, the directors, officers and shareholders of a foreign or domestic corporation shall not be liable for the corporation's debts and obligations." Associations Law, Rev. Code 5: 2.6.

"A person shall not be arrested or imprisoned for disobedience of any money judgment or order requiring the payment of money except for money judgments

enforceable by punishment for contempt under Sec. 44.71(3) or by imprisonment under Sec. 44.7(2) if execution is not satisfied." Civil Procedure Law, Rev. Code 1: 44.1.

Let us see what these exceptions are, under Section 44.71(2) and (3). Section 44.71(2) and (3) read as follows:

(2) JUDGMENTS ENFORCEABLE BY IMPRISON-MENT IF EXECUTION IS NOT SATISFIED. Judgments in any of the following actions shall be enforceable by execution, but if the judgment debtor cannot or will not pay the full amount of the judgment together with interest and costs, the sheriff shall arrest him and the court shall order him imprisoned for a period sufficiently long to liquidate the full amount of the judgment, interest, and costs at the rate of twenty-five dollars per month.

(1) Adultery;

(2) Seduction of a wife or child;

(3) Illegal taking away or harbouring a wife or child or ward under twenty-one years of age;

(4) Enticing an incompetent away from his legally appointed trustee or guardian, or

(5) Injury to the reputation when the words spoken or written are actionable *per se*.

"(3) MONEY JUDGMENTS ENFORCEABLE BY CONTEMPT. Any of the following money judgments may be enforced by contempt proceedings: (1) against a trustee or a person acting in a fiduciary relationship for the payment of a sum of money for default or dereliction of his duty, or (2) for the support of a wife, child, or other dependent.

The co-respondent corporation, in its returns to the petition, and as argued by its counsel before us, contended that the trial court did not proceed by a wrong rule in the enforcement of its judgment, and that prohibition would therefore not lie; that a writ of execution having been served on the petitioner corporation and no property having been shown to the sheriff to be seized under the writ of execution, the court acted legally when it ordered the arrest and imprisonment of the general manager of the petitioner corporation who had executed petitioner's bond for the release of the attached property to him, and which he later disposed of by sale, with a view of rendering the enforcement of the lower court's judgment ineffectual.

Our distinguished colleague, Mr. Justice Morris, heard and granted the petition and directed that the trial court proceed in keeping with the terms and conditions of the bond filed and in consideration of the laws he had cited. Both parties excepted to the ruling of the Chambers Justice and have appealed to the Bench *en banc*, on separate issues.

The petitioner excepted to the ruling of the Chambers Justice as stated in the last paragraph of said ruling, and appealed therefrom. That portion of the ruling reads, as follows:

"In the light of the facts aforementioned and the laws cited, we hold that the petition being sound and in keeping with law, same is hereby granted. But the lower court is ordered to proceed a in keeping with the terms and conditions of the attachment bond filed before it in consideration of the laws cited. The lower court is not precluded from disposing or determining any issues which the respondent may legally raise before it to bring this action to finality as provided by statute and the laws controlling."

Counsel for the petitioner argued that the Chambers Justice, having granted the petition, should not have concluded that the trial court enforce the judgment under the terms and conditions of the petitioner's bond. By this contention, this Court assumes that petitioner is saying that the general manager of the petitioner corporation, who executed the bond and to whom the attached property was released under the terms and conditions of said bond, should not be held responsible for the



obligation of the petitioner corporation.

It should be noted that in this case the writ of attachment was served on the petitioner and its store was attached and closed down by the sheriff. The general manager of the petitioner corporation sought to have the trial court discharge the attachment, and, therefore, tendered a bond, which was approved by the trial judge and the attached property released to him. We have already quoted the bond in this opinion.

Under our statute on attachment, a defendant whose property has been levied upon under an order of attachment may move, upon notice to the plaintiff and the sheriff, for an order dis-charging the attachment as to all or a part of the property upon payment of the sheriff's fees and expenses. On such a motion, the defendant shall give a bond in an amount equal to the value of the property sought to be discharged, that the defendant will pay to the plaintiff the amount of any judgment which may be rendered in the action against him, not exceeding the amount of the bond. Civil Procedure Law, Rev. Code 1: 7.26. By executing the bond in the attachment proceedings and releasing the attached property to him, upon the terms and conditions of the bond, the general manager had obligated himself as principal, undertaking to perform an act by virtue of the bond. A bond is a written obligation--a contract in which one binds himself and his heirs, executors, administrators to pay a certain sum of money to another at a day appointed. BLACK'S LAW DICTIONARY 224 (4<sup>th</sup> ed). The general manager of the petitioner corporation having bound himself as a principal to the Republic of Liberia and having received the attached property of the petitioner corporation, which had been attached and held as security to satisfy the judgment should the co-respondent company be entitled to judgment, he cannot escape liability under the terms and conditions of his bond.

The object of a bond in civil cases is either directly or indirectly to secure the payment of a debt or the performance of some other civil duty. 8 AM. JUR. 2d., *Bail and Recognizance*, § 3. It is therefore the considered opinion of this Court that the

Chambers Justice was quite in place when he directed the enforcement of the terms and conditions of the defendant's bond in keeping with the controlling law. We therefore confirm the conclusion and ruling of the Chambers Justice and overrule petitioner's contention in the premises.

The respondents, for their part, excepted to that part of the Chambers Justice's ruling which dealt with and related to the imprisonment of a person for money judgment only in contempt and other causes, but not including debt action. Civil Procedure Law, Rev. Code 1: 44.1. Counsel for the respondents argued that this statute referred to is repugnant to good government as it provides no protection and security for the business community. The learned counsel argued further that under the statute, where a judgment debtor fails to satisfy a money judgment and also fails to show property to be levied upon under a writ of execution, the court is rendered powerless to act in such a situation. He noted that in such a case, there exists no other remedy to satisfy the judgment and that the judgment creditor has no further means to resort to recover against the judgment debtor.

The argument of counsel for respondents is not that the statute is in conflict with any constitutional provision; rather, his contention is that the provision of the Civil Procedure Law, Rev. Code 1: 44.1, is repugnant to good government, and should therefore, by the opinion of this Court, be declared inoperative.

There seems to be some merits to the contention of counsel for respondents, in that, by this statutory provision, the court is rendered powerless while the judgment creditor is left on the stage of being the loser, in a case where the judgment debtor fails to satisfy the judgment and to show property to be levied upon under a writ of execution. But has this Court any authority and power to declare a statute inoperative simply because it is said to be bad? Our answer is, no. This Court can only construe a statute to find the legislative intent; and, unless a statute is contrary to the Constitution and the constitutional question is squarely raised, the Supreme Court is without power and authority to declare such a statute inoperative.

Mr. Justice Pierre, speaking for the Court in the case *George v. Republic*, 14 LLR 158 (1960), text at 159, said:

"This Court has no authority to extrapolate the intent of the Legislature beyond the specific wording of a statute. This limitation is all the more mandatory where the statute in question specifies the only manner in which an act is to be performed. Our law does not give us authority either to add to or take from what the Legislature has commanded, unless the said command breaches provisions of the Constitution (in this case any PRC Decree); and in such case the constitutional issue must be raised squarely."

Judicial construction of Liberian statutes is constitutionally restricted to determination of legislative intent as stated by the statutes themselves. *Koffa v. Republic*, 13 LLR 232 (1958).

The courts have no legislative powers, and in the interpretation and construction of statutes, their sole function is to determine and, within the constitutional limits of the legislative power, give effect to the intention of the Legislature. They cannot read into a statute something that is not within the manifest intention of the Legislature as gathered from the statute itself. To depart from the meaning expressed by the words is to alter the statute, to legislate and not to interpret. The fact that the true construction of a statute may generate harsh consequences cannot be the basis for influencing the courts in administering the law. The responsibility for the justice or wisdom of legislation rests with the Legislature. It is the province of the courts only to construe, and not to make laws. 25 RCL, *Statutes*, §§ 216-218, pp. 960-964.

In the present regime, the legislative and executive powers are vested in the People's Redemption Council, which has the authority, in the exercise of its legislative powers, to determine whether a statute is unjust and repugnant to good government and that such statute does not protect the business community, as advanced by counsel for the respondents.

The Rules and Regulations for the Governance of Debt Courts in the Republic of Liberia, published by authority on June 30, 1966, with respect to execution and

enforcement of judgments, states that:

"Upon the rendition of final judgment against either party to the action and no appeal prayed for and granted, the judge of the court shall immediately order the clerk to issue a writ of execution for the enforcement of said judgment in the same manner before the circuit and other subordinate courts of record."

Because this rule of the debt courts says nothing as to the steps the court should take in case the execution ordered by the court is not satisfied, it leaves the judgment creditor unprotected and the court powerless to act any further. This Court not having any authority to declare the statute inoperative or to legislate laws, it is also our considered opinion that the contention of the respondents should not be, and the same is not sustained.

It is also the considered opinion of this Court that the ruling of the Chambers Justice, being in accord with the law extant, the same is hereby confirmed and affirmed with costs against the petitioner. And it is hereby so ordered.

Our distinguished colleague, Mr. Justice Mabande, will read his dissenting opinion.

MR. JUSTICE MABANDE *dissenting*.

According to the records certified to this Court, Kasaykro Corporation, represented by its general Manager, was sued by a fellow corporation, Winter Reisner and Company, for debt arising out of a business transaction. The debt action was by attachment. The defendant corporation, now petitioner, issued an attachment bond as required by statute, and the attached property was released to the defendant corporation. The defendant corporation lost the case and judgment was rendered against it. It was then ordered to satisfy the judgment, but there was not sufficient capital to do so. The manager of the defendant corporation, instead of the defendant corporation itself, was arrested and sought to be imprisoned for the payment of the defendant corporation's debt, for which reason these prohibition proceedings were

instituted.

I have voted contrary to the majority holding for the reason that the fundamental problem presented by this controversy was brushed aside by the majority.

The principal issue genuinely decisive of the case is whether a person who accepts employment as a manager or officer of a company may *ipso facto* become personally responsible for the liabilities of his employer.

The artificiality of the corporate personality is cognizable by our law and general principles of law. Our law confers on any corporation the entitlement of a legal personality, and vests in it the authority to enter our courts and to sue or be sued as if it were an individual. This doctrine of corporate legal personality confers on a corporation the power and rights to function within our Republic and assume all liabilities as if it were a physical being. This is what our law says:

"Any corporation, domestic or foreign, has the capacity to sue or be sued in Liberian courts, subject, however, to the provisions of the Associations Law; and any registered cooperative society has the capacity to sue or be sued in Liberian courts, subject, however, to the provisions of the Associations Law, Rev. Code 5: 5.17.

A business entity functions only by and through the representative acts of human beings, but it remains and is in fact artificial and impersonal. Its officers can act or assume responsibilities on no more broader level than the legal functions of the company they represent. Its manager and other officials are, under the law, only special agents or officers in that they may not be compelled to act contrary to their employment agreement with their artificial employer. Such representatives cannot become personally liable for liabilities arising out of their legitimate operation of their employer's business transaction. Without protection of the representative functions of a person, society or government itself cannot survive.

In the interest of legitimate business transaction for the prosperity of society and its

components, our law, in express words, relieves directors, officials and shareholders of any corporation from personal liability for the corporation's debt. The law states:

"Unless otherwise provided by law, the directors, officers and shareholders of a foreign or domestic corporation shall not be liable for the corporation's debts and obligations." Associations Law, Rev. Code 5: 2.6.

The defence of a suit against a corporation which involves the engagement of counsel, obtaining witnesses, posting bail and all other judicial documents, are the legitimate duties of a manager of a corporation. These duties impose no personal liability on any officer of a corporation. He cannot therefore be held personally responsible for any liability of his employer for his legitimate transactions relating to the employer's business.

The manager now held liable for the debt of his employer company never assumed orally or in writing, even by the processing of the bond, any personal liability for his employer. The manager was never personally sued and served with summons. He had no day in court as an individual. The decision of the majority, holding him personally liable for the debt of his employer corporation, clearly deprives him of his right to due process of law.

A bond is a contract, as correctly held by the majority, and one who neglects his responsibility under a contract, no matter what its terms may be, is answerable for his breach before a court of law before he can be compelled to perform the obligations assumed or to pay damages in a sum certain. A party is liable for the breach of a contract to the extent and capacity of his pledge and representation. The binding concept of law that has held people, nations and organizations in the performance of their duties, has today been dethroned by the majority opinion.

I disagree with the principle of law advanced by the majority as it does not have the support of the facts of the case as presented by the records before us. Moreover, our law is clear on the issue. It states:

"A defendant whose property has been levied upon under an order of attachment

may move, upon notice to the plaintiff and the sheriff, for an order discharging the attachment as to all or a part of the property upon payment of the sheriff's fees and expenses. On such a motion, the defendant shall give a bond, in an amount equal to the value of the property sought to be discharged, that the defendant will pay to the plaintiff the amount of any judgment which may be recovered in the action against him, not exceeding the amount of the bond. Civil Procedure Law, Rev. Code 1: 7.26.

Kasaykro Corporation was sued and its property was levied upon. The individual employee general manager was not sued and no property of his was levied upon. The statute further says that the defendant shall give a bond. The individual general manager was not the defendant. Therefore, legally, he could not have given the bond required by the statute. The bond itself specifically stated that Kasaykro Corporation was represented by its general manager. Hence, the law relied upon and the facts of the case are not applicable to the rule of law pronounced by the Court.

The Civil Procedure Law, Rev. Code 1: 44.71(2) and (3), relied upon by the majority opinion, read thus:

"(2) JUDGMENTS ENFORCEABLE BY IMPRISON-MENT IF EXECUTION NOT SATISFIED. Judgments in any of the following actions shall be enforced by execution, but if the judgment debtor cannot or will not pay the full amount of the judgment together with interest and costs, the sheriff shall arrest him and the court shall order him imprisoned for a period sufficiently long to liquidate the full amount of the judgment interest and costs, at the rate of twenty-five dollars per month:

(a) Adultery;

(b) Seduction of wife or child;

(c) Illegally taking away or harboring a wife, or child, or ward under twenty-one years of age;

(d) Enticing an incompetent away from his legally appointed trustee or guardian; or

(e) Injury to the reputation when the words spoken or written are actionable *per se*.

"(3) MONEY JUDGMENTS ENFORCEABLE BY CONTEMPT. Any of the following money judgments may be enforced by contempt proceedings: (1) against a trustee or a person acting in a fiduciary relationship for the payment of a sum of money for a default or dereliction of his duty; or (2) for the support of a wife, child, or other dependent."

Section 44.71(2) is for the enforcement of a judgment obtained in cases involving adultery, seduction of wife and related cases for which the judgment debtor should be imprisoned if execution is not satisfied. But none of the acts enumerated in the law is in issue in the debt case. Furthermore, they are acts that cannot be committed by a company. Section 44.71(3) is for the enforcement of money judgment against an individual by contempt proceedings. In the instant case, Mamadee Saysay, the general manager of Kasaykro Corporation, was never a party to any suit; hence, no money judgment could lie against him. The section of the law in issue is clearly intended for money judgment arising out of suits for the support of a wife, child, or dependent, or for payment of a sum of money for the default of a person in supporting his dependents, if the contemnor holds a sum certain in trust for the party liable. The facts of the instant case have no relevance to the type of cases expressly outlined by the Civil Procedure Law.

In *Frank Rizzo, Inc. v. Alatsas*, 27 NJ 400, 142 A2d 861, it was held that the personal liability of corporate officers for the obligations incurred by the corporate entity in the usual course of its business transactions is outrageously inconsistent with the existence of the doctrine of body corporate at common law, especially as such law emanates only from some positive law which does not exist in this land.

Also in the case *Nunnally v. Southern Iron Company*, 94 Tenn 397, 29 SW 361, it was held



that when a person fairly and in good faith enters into a contract with a corporation through its agent, representative or officer, no liability can under any circumstance attach to such officer or agent on account of that contract unless he intentionally and expressly so stipulated.

Because of these rules of law and the facts of the case, I have refused to endorse the majority opinion. I am still of the conviction, supported by the law, that acceptance of employment as a director or officer of corporation does not disrobe a person of his representative capacity and impose on him personal liability for the legitimate acts of his employer. To so hold is to destroy all concepts of representative or agency in the transaction of all businesses. I therefore dissent.