The **Ministry of Internal Affairs**, and the **Ministry of Finance**, **R.L.** by and thru their respective Ministers, and/ or Designees or authorized representatives and **SECURISK Insurance Company**, by and thru its President, General Manager or Designees or other Authorized and Legal representatives.....APPELLANTS VERSUS **African Insurance Corporation of Liberia (AICOL)** by and thru Its President/CEO Mr. Collins F. Siafa of the City of Monrovia, Liberia APPELLEE.

APPEAL

Heard: March 17, 2009 DECIDED: July 23, 2009.

MR. JUSTICE JA'NEH DELIVERED THE OPINION OF THE COURT.

On December 15, 2006, the Appellee, African Insurance Corporation of Liberia (AICOL) and petitioner in the court below, filed a ten (10) count petition for declaratory judgment against the appellants/respondents the. Ministries of Internal Affairs and Finance, Republic of Liberia as well as Secure Risk Insurance Company, Inc., acronym SECURISK.

Venued at the Civil Law Court, Sixth Judicial Circuit for Montserrado County, during its December 2006 Term, the relevant counts of the petition averred as stated:

"2. [That] the petitioner entered into, and executed an insurance agreement with co-respondent Ministry of Internal Affairs on October 1, 2003, for a period of two (2) years subject to renewal immediately upon expiration; under which agreement, petitioner undertook to provide group term life and medical insurance, deposit administration and any other coverage that provide financial security for employees of the client, the Ministry of Internal Affairs. [Consistent herewith], the insurer provided the Ministry of Internal Affairs with a group (insurance) master policy and then issued individual insurance certificates to the employees ""

"3. Petitioner complains and says it performed satisfactorily under this contract until co-respondent. SECURERISK insurance company interrupted and interfered with the contractual relationship between petitioner and the Ministry of Internal Affairs on more than one occasion. Petitioner says that the interference (s) by SECURERISK led to a disruption in payment being made to the petitioner and a hold or freeze was placed on such payment. Petitioner hereto attaches copy of a claim which was fully certified or honoured by petitioner hereby marked exhibit PT/2. Also attached hereto is copy of the freeze order to the Ministry of Finance hereby

marked Exhibit PT/3 in bulk as a cogent part of this petition."

"4. Further to count -three hereof above, petitioner says the matter was investigated and a census or a poll was taken among employees of the Ministry of Internal Affairs and it was determined that petitioner was the rightful person to provide insurance coverage for employees of the Ministry of Internal Affairs and a memorandum of understanding was signed on July 14, 2006, reconfirming petitioner as the insurer and the hold or freeze order was lifted or removed and payments to petitioner by the Ministry of Finance resumed on instruction from the Ministry of Internal Affairs. Petitioner hereto attaches copies of letters written to the. Minister of Finance by the Minister of Internal Affairs for payments to be resumed to petitioner and ruling out SECURERISK, hereby marked exhibit PT/4 in bulk. Also attached is a copy of the memorandum of understanding and related documents [hereby] marked exhibit PT/5 in bulk."

"5. Petitioner complains and says notwithstanding the Memorandum of Understanding of. July 14, 2006, and based on a change in some senior personnel of the Ministry of Internal Affairs, the new deputy minister, Madam Estelle K. Liberty, who at the time was Acting Minister, unilaterally, illegally, wrongfully, and without due process, cancelled petitioner's contract on October 27, 2006 in favour of SECURISK until June 30, 2007, under the pretext of conducting a comprehensive study to determine the best policy for the employees. Copy of Madam Liberty's letter of October 27, 2006 is hereto attached and marked Exhibit PT/6."

"8. Petitioner is constrained to bring this petition so that this honourable court can determine the legitimacy of petitioner's status, the validity of the insurance agreement of October 1, 2003, and the memorandum of understanding of July 14, 2006 as well as the legality or illegality of the conduct of the Acting. Minister of Internal Affairs in unilaterally terminating, ignoring and setting aside petitioner's contract with said Ministry and should it be and declared that petitioner's contract was wrongfully cancelled by the then Acting Minister, then the said Ministry be ordered to restore petitioner's contractual rights in full and pay to petitioner without any deduction all lost premiums wrongfully withheld and 'perhaps) paid to co-respondent SECURERISK from petitioner's due income."

"9. Further to count eight hereof above, petitioner says a petition for declaratory judgment is the proper form of action to be pursued by petitioner considering all factors attending this dispute and the status of respondents as government entities/agencies."

"10. Petitioner says [that] due to the extensive and extreme damage, injury and loss which petitioner is already suffering and to which the petitioner is likely to further be exposed as a result of the callous and arbitrary actions of respondents, petitioner most respectfully prays that your honor would issue an interim order for the parties to be returned to status quo ante and payments to petitioner immediately resumed, or at worst, in the alternative, that co-respondent Ministry of Finance be ordered to withhold all payments until mandated by this Court pending the final determination of the declaratory judgment suit."

Co-appellant, the Ministry of Internal Affairs answered in a seventeen (17) count returns. In the relevant counts, Co-appellant MIA contended as follows:-

"2. Respondent says and argues that under count two of petitioner's petition, it alleges that petitioner entered into and executed an insurance agreement with the Ministry of Internal, Affairs on October 1, 2003, for a period of two (2) years subject to renewal immediately upon expiration, but since the said expiration the contract was not formally and officially renewed in keeping with the letter and spirit of clause twelve (12), page one (1) of the original insurance agreement of October 1, 2003 - September 30, 2005; instead, it has been characterised by disagreement over its continuity and legitimacy as evidenced by petitioner's own exhibit, same being Honourable H. Dan Morals' letter of January 13, 2006, adopted by respondent and also hereto attached as exhibit R/1 to form part of respondent's case. The letter referenced herein clearly communicated the intent of the party (Ministry of Internal Affairs) that it was not renewing the agreement; instead of calling a meeting to formally and officially renew the agreement, the legal counsel of AICOL proceeded to offer unsolicited legal advice to the then Minister of Internal Affairs. Therefore, respondent prays this honourable court to deny and dismiss count two (2) of said petition.

"5. Respondent requests. this-Honourable Court to deny and dismiss count five (5) of the petition because the procedure complained [of] by the petitioner was the same procedure that petitioner relies on, on July 14, 2006, to obtain a signature purporting to be that of Honourable Soko V. Sackor, then Acting Minister of Internal Affairs which was used and accepted to transmit the Memorandum of Understanding (MOU) to AICOL and inform the Minister of Finance to remit with-holding premium on behalf of the Ministry of Internal Affairs to AICOL. Also as to count five (5) of the petition, respondent says, if the procedure complained of was good enough, and led to the using of Honourable Soko V. Sackor's signature, the same procedure from the

same Ministry based on changes in some senior personnel that the new Deputy Minister for Administration, Honourable Estelle K. Liberty then Acting Minister on October 27, 2006 recalling previous decision of another Acting Minister was also good. Respondent submits that petitioner having failed to have the original contract negotiated and/or renewed as a binding instrument, following the expiration of the original contract, is guilty of waiver and larches; hence, Count five of the petition should be overruled and the entire petition dismissed."

"11. Respondent disagrees with petitioner that it is constrained to bring this petition so that the honourable court can determine the legitimacy of petitioner's status, the validity of the insurance agreement of October 1, 2003 and the memorandum of understanding of July 14, 2006 as well as what petitioner referred to as the legality and illegality of the conduct of the Acting Minister of Internal Affairs Hon. EsteIle K. Liberty.

To these allegations, respondent contends that the courts cannot compel parties to enter into agreement neither can court enforce an agreement that does not exist due to its expiration. The case at bar here has to do with the request of petitioner to determine the legitimacy of its status in an agreement that does not exist or that which expired more than one year ago but was never formally and officially renewed, with an expressed notice from respondent's agent of its desire not to continue with said contract as seen by petitioner's own attached exhibits of January 13, 2006, and October 27, 2006 marked exhibit P13 in bulk (E) and PT/6, respectively. Therefore, count eight of the petition should be dismissed and denied."

"16."Still on count ten (10) of petitioner's petition in which petitioner is requesting a return to status quo ante payment to petitioner to resume immediately, or that the Ministry of Finance be ordered to withhold all payments until mandated by this court pending final determination of the declaratory judgment, respondent disagrees totally because there is no legal basis. Further, services of this nature need not be disrupted. Whenever, there is a court decision there will be a remedy at law for the parties. Besides, court does not impose contracts on parties; rather, it enforces what parties freely, without duress, agreed to. In this case, this is not a valid contract under which court could declare the rights of party or parties and that the MOU does not have greater legal force than the voided insurance agreement of October 1, 2003- October 1, 2005, which was never renewed consistent with law. Therefore, respondent prays this honourable court to quash and abate count ten of the petition and order petitioner to go through the Minister of Internal Affairs to negotiate its contract consistent with law."

Concluding, coappellant prayed court to:-

"2…declare the insurance agreement of October 1, 2003 invalid, since it had already expired and petitioner never succeeded in having it renewed; while the memorandum of understanding of July 2006 should also be invalidated and without any binding force and effect because an MOU cannot have greater authority than the agreement it seeks to validate and since it did not result from legally recognized procurement process under the PPCCA."

"3…declare the action of Acting Minister Liberty as valid because petitioner benefited similarly from the action of Minister Liberty's immediate predecessor in person of Soko V. Sackor when, as Acting Minister, he cancelled SECURERISK policy and reinstated that of AICOL under the bogus canopy of a handful of employees signature at the expense of some 90% of the Ministry of Internal Affairs employees; therefore, petitioner should not be allowed to benefit from Honourable Soko V. Sackor's unauthorized action as Acting Minister and be permitted to avoid the action of another Acting . Minister. Estelle K. Liberty, similarly situated and acting in her lawful capacity."

"4....respectfully requested [Your Honour] not to issue an interim or immediate order on payment to petitioner or return to status quo because petitioner has .a legal remedy other than declaratory judgment in the form of specific performance, damages for breach of contract, if any and so on;

Co-appellant SECURERISK also filed returns to the petition. In its fourteen (14) count resistance, SECURERISK contended that it was a misjoined party and therefore prayed court to deny and dismiss petitioner's petition and drop co-respondent SECURERISK as party respondent. It also denied ever interfering with the contractual relationship between Appellee AICOL and Co-appellant Ministry of Internal Affairs; that at no time did co-appellant receive premium belonging to appellant and has had no knowledge of a memorandum of understanding of July 14, 2006; that if any memorandum were purportedly entered into by and between Appellee AICOL and Co-appellant Internal Affairs Ministry, such MOU was null and void ab initio and would be of no legal effect because Co-appellant Internal Affairs Ministry and Co-appellant SECURERISK before, during and after July 14, 2006, had existing insurance contract between them; that under said contract, Co-appellant SECURERISK covered all employees of the Co-appellant Ministry of Internal Affairs. It contended also that MIA could not have

had an insurance contract with the appellee and co-appellant SECURERISK simultaneously; that the history of the insurance relationship between co-respondents SECURERISK and Ministry of Internal Affairs dated as far back as 1989; that this history clearly supports the conclusion that Co-appellant Ministry of Internal Affairs and SECURERISK were in a legal relationship at the time petitioner and Co-appellant Ministry attempted to enter into a new insurance contract and MOU in October 1, 2003 and July 14, 2006, respectively. Co-appellant SECURERISK therefore prayed court to dismiss appellant's entire petition and grant unto co-appellant any and all relief the court deemed to be legal, just and equitable."

Hereafter, the petitioner filed a twelve (12) count reply. Therein, petitioner essentially restated and affirmed the substantial arguments outlined in its petition.

When pleadings rested, regular trial commenced during which the parties testified in support of their respective positions. When both parties rested with production of evidence, the court, on February 20, 2008 entered final judgment in favour of the petitioner. His Honour Yusif D. Kaba, sitting by assignment, adjudged as follows:-

"(1) That declaratory judgment is the proper form of action brought by the petitioner;

"(2) That the Insurance Agreement as modified by the MOU of July 14, 2006, between petitioner and Respondent Ministry of Internal Affairs is still valid and in full force and effect and must operate as though the illegal purported termination did not take place or interrupt its implementation.

"(3) That the purported termination of the Insurance Agreement as modified by the July 14, 2006 MOU unilaterally by the MIA is illegal, and any and all acts done or actions taken in pursuance thereof or in reliance thereon, are also and consequently declared invalid and illegal because that which is not legally done is not done at all and courts having the responsibility to enforce contracts, and not to aid patties to escape the performance of their responsibilities, as in the instant case, must so declare, and we so hereby so declare.

"(4) That the non-corroborating testimonies of respondents' witnesses are insufficient to relief respondents of liability, in the face of the clear and convincing evidence presented by the petitioner establishing the existence of a valid and binding Insurance Agreement between the petitioner and the MIA, which evidence remains un-rebutted and unsurpassed by superior evidence from the respondents.

"(5) This honourable court hereby ,categorically declares that the petitioner is entitled to all premiums deducted from the employees of the Ministry of Internal Affairs, during the period of the illegal termination of petitioner's insurance contract up to the present; the court further declares that the Ministry of Finance is obliged to remit all such payments to the petitioner irrespective of whether co-respondent SECURERISK has been illegally paid. "The Ministry of Finance should calculate the total amount due petitioner commencing from the date of the MOU, i.e., July 14, 2006 and whatever amounts not received by or paid to the petitioner within this period are hereby declared to be the legitimate property of petitioner and should be accordingly paid over to petitioner." (Emphasis Supplied).

Appealing this final judgment, appellants have placed before this Court of final arbiter, an eleven (11) count bill of exceptions for review, which His Honour, Yusif D. Kaba, approved with reservations.

The relevant counts of the bill of exceptions are stated below:

"Respondents say and contend that Your Honour committed reversible errors in your final ruling when you:

"1. Omitted that aspect of the testimony of Respondents' second witness, Mr. A. Noah Kai, in which he said that up and including 2006, corespondent/appellant Ministry of Internal Affairs' employees were still receiving death benefits and that the Insurance Policy of June 1, 2001 entered into by and between co-appellants, SECURISK and Ministry of Internal Affairs was still in existence.

"4. That Your Honour committed another reversible error when you ignored the key Issue raised in Respondents' legal Memorandum which is that where, as in the instant case, an agreement expires on its terms and the parties thereto continue to perform their respective parts as before, a new contract is created with the same terms and conditions as the old; in other words, the old contract 'continues by operation of law."

"7. Your Honour committed further reversible error when you ruled that the Ministry of Finance should calculate the total amount due to petitioner commencing from the date of the Memorandum of Understanding of July 14, 2006 and whatever amounts not received by or paid to petitioner should be accordingly paid over to petitioner "

Two issues are dispositive of these appeal proceedings:-

(1) Whether a contract exists between the parties, termination of which accrues a right to AICOL, the appellee, to seek legal redress against Coappellants, the Ministry of Internal Affairs and SECURISK?

(2) Did the trial judge in his final ruling exceed the province of declaratory judgment and by entering said judgment, committed reversible error?

We revert to the certified records before us to dispose of the first question; that is, er there was a contract binding the parties from which arises a right to Appellee AICOL seek the aid of the court for termination thereof.

During the trial, three witnesses testified for the appellee. Appellee's lead witness was its president and chief executive officer, Collins E. Siafa. He told the court that on June 1, 2002, Appellee AICOL entered an insurance contract with co-appellant Ministry of Internal Affairs. As required under the said contract, Appellee AICOL provided services covering Life and Medical to employees of co-appellant's. According to the witness, all was well until a new "National Transitional Government of Liberia" (NTGL), was inaugurated. At that point, appellee's contract was challenged by Co-appellant SECURERISK and said it also lodged a complaint. According to the witness, the complaint was investigated and available evidence indicated that Appellee AICOL was the legal insurer of the employees of Co-appellant MIA; that dissatisfied with the investigation findings, Co-appellant SECURERISK filed a formal complaint against the minister of MIA for "non-recognizing their company as the insurer"; that the commissioner of insurance further investigated the matter and found in favour of the appellee company. Pursuant thereto, said agreement was ratified in 2002 by Co-appellant MIA. The witness complained however, that in January 2006, Co-appellant MIA was influenced to set aside the legal contract; that based upon Co-appellant SECURISK's complaint, the minister ordered an investigation which was conducted under Deputy Minister, Soko V. Sackor; that Minister Sackor's investigation, it became clear that it was impossible to find a common ground to set aside appellee's insurance contract; hence a new MOU was entered between the parties on July 14, 2006 for a two year period. But when Minister Sackor left the ministry, his successor, Minister Estelle Liberty informed Appellee AICOL that SECURERISK instead had been asked to provide insurance coverage for the MIA employees. This act, in the estimation of appellee's witness, amounted to cancellation of an agreement duly executed by and between the parties; hence, appellee instituted these proceedings.

The following questions were posed to appellee's second witness, commissioner of insurance of the Republic of Liberia, Josie Patrick Sensee:

"Que: Mr. Witness, in your testimony in chief you also testified to the effect that in the year 2002, co-respondent SECURERISK Insurance Company filed a complaint in your bureau against the authority of the Ministry of Internal Affairs. Please say what the nature of that complaint was against MIA?"

"Ans: The nature of the complaint was that SECURERISK alleged that their contract with the Ministry of internal Affairs was illegally terminated..."

"Que: "Mr. Witness, please say for the benefit of the Court, what were the findings in that Investigation."

"Ans: "During the investigation, both the complainant, SECURERISK, and the defendant raised one single issue; that was the legality of the contract. And to be able to determine the case, we needed to have the policy document in our possession. SECURERISK claimed that they have genuine contract with the Ministry of Internal Affairs; that a clause in that contract was not observed by MIA; and MIA argued that there was no contract between her and SECURERISK Company. We requested the SECURERISK to produce the contract; and as we speak, that contract was not made available as such. We could not conclude the case; in essence, there was no ruling in that particular case."

Clearly from the sum total testimonies of appeellee's witnesses, Appellee AICOL "entered" the reported contract in June 2002. Aappellee's witnesses testified that said insurance contract took effect on June 1, 2002, from which period, Appellee AICOL provided life and medical coverage to employees of MIA. Appellee's contract, according to these witnesses, went well until a new "National Transitional Government of Liberia" (NTGL), was inaugurated; that it was there and then that appellee's contract was challenged by Coappellant SECURERISK. According to these witnesses, evidence available supported the finding that Appellee AICOL was the legal insurer of the employees of Co-appellant MIA.

To the mind of this Court, the,pivotal question now is whether there was an existing contract between the co-appellants, the Ministry of Internal Affairs and SECURISK, prior to June 1, 2002. The legal status of a prior insurance contract between MIA and any party is critical to the final outcome of these appeal proceedings.

Countering Appellee AICOL's contention, Co-appellant SECURISK also took the stand and testified, supported by documentary evidence. Its three witnesses told the court that Coappellant SECURISK's relationship with the MIA dated as far back as 1999; that in 1999, the late Minister Edward Komo Sackor contracted SECURERISK to provide insurance services for employees of the ministry. According to the witnesses, said contractual relationship continued up to 2001 when some senior personnel at the Ministry refused, without regard for law, refused to uphold Co-appellant SECURERISK valid contract. But when Co-appellant SECURERISK protested at the time, the Minister proper, Cllr. Richard K. Flumo wrote honouring the contract up to June 2002. Thereafter, co-appellant faced all sorts of difficulties and finally in October 2003, the new Minister of Internal Affairs, Honourable Dan Morias set aside Co-appellant SECURISK's contract.

On the cross, the following questions were put to the witness.

"Que: Mr. Witness, from 2003 December, was that contract ever renewed and by what means if so?"

"Ans: "The Ministry of Internal Affairs group insurance scheme was re-instituted in January, 2006 by Honourable H. Dan Morias, the then minister of Internal Affairs."

"Que: "So then, by that answer, is it correct that between December 2003 and January A.D. 2006, SECURERISK did not have a contract with MIA?"

"Ans: "I clearly stated in one of my responses that the insurance arrangement between the Ministry of Internal Affairs and SECURERISK was terminated by Honourable. H. Dan Morias on December 17, 2003; and it was re-instated January A.D. 2006 by the then Honourable Dan Morias, (at the time] the Minister of Internal Affairs.

Careful perusal of the case file reveals a galaxy of interesting vents. For the purpose of providing details in this opinion in providing to the pivotal question, we will revert to records as far as 1999.

Certified records clearly indicate that on October 7, 1999, the then Minister of Internal Affairs, Honourable Edward Komo Sackor addressed the following letter to the General Manager of SECURERISK Insurance Company:

"Mr. General Manager:
Having perused your booklet/quotation sent to the Ministry of Internal Affairs for Group: Insurance Coverage, we are pleased to inform you that your Institution's [insurance] policy has been accepted.

Therefore, you are hereby authorized to effect the process of Premium deduction, as of October 1999.

Attached is a copy of our payroll. Please keep in contact with our Personnel Director and the Comptroller/Chief of Finance for further information you may need...."

The October 7, 1999 communication immediately above referenced, was preceded by Minister Edward Komo Sackor's letter of September 11, 1999. In the September communication, Minister Sackor informed Honorable John Bestman, then Minister of Finance that MIA had "hired the services of the Management of SECURERISK INCORPORATED to cater to the Insurance needs of our personnel by entering into a new Insurance Policy Contract with them effective October 1, 1999" and soliciting Finance Ministry's cooperation in the premises.

Moreover, certified record further shows that pursuant to the October 7, 1999 communication to Co-respondent SECURISK, herein above referenced, the two appellants, the Ministry of Internal Affairs and SECURERISK, on May 29, 2001 concluded an insurance policy agreement. This was Policy number SRICL-800-023, commonly called Master Group Life Insurance Life Policy and was signed by Daniel Naatehn for SECURERISK while Gk. Richard K. Flomo, Minister of Internal Affairs affixed thereon his signature on behalf of the Ministry of Internal. Affairs. This agreement took effect on June 1, 2001.

It is well to state also that stipulated in said agreement was clear a procedure for termination thereof. Article 14 (fourteen) of the policy provides:

"AMENDMENT OR TERMINATION OF CONTRACT. By giving three months' notice in writing to the Policy holder SECURERISK, may as from any premium payment date:

a) amend the terms of this policy;

b) amend the Table of Premium Rates, or

c) terminate the Policy.

Speaking also to renewal, Article 15 (fifteen) of the Master Group Life Insurance Policy entered between the two respondents states:

"RENEWAL AND RE-INSTATMENT: Subject to the provisions of these General Conditions this policy shall continue for a period of one year from the date of commencement of Risk as stated in the SCHEDULE and shall be renewable annually at the option of the policy holder on each subsequent Policy Anniversary."

Under the facts and circumstances of this case and the laws applicable, this Court holds that a binding and enforceable contract existed between the appellants, MIA and SECURISK prior to 2001. By the existence of said contract, legal duties were mutually imposed on the parties to observe stipulations contained in the binding contract. Those duties included strict observance of and meticulous compliance with the termination clause or article. Consequently, should a party desire to terminate the insurance agreement, ninety (90)- day mandatory notice shall be given to the other contracting party consistent with article fourteen (14) of the insurance policy agreement.

In the case at bar, however, our diligent search notwithstanding, we have been unable to find any evidence to support a conclusion that this contract, was ever terminated as contemplated by law. We therefore hold that in the absence of such a clear showing that a three- month notice was duly issued by a contracting party desirous of termination, consistent with article fourteen (14) of the policy agreement, the contract between Co-appellant Ministry of Internal Affairs and Co-appellant SECURISK is deemed annually renewed by operation of law.

There is adequate showing that after the letters above referenced were written by Co-appellant MIA, Co-appellant SECURISK complied and accordingly provided insurance services to employees of said Ministry. Simultaneously on the other hand, Co-appellant SECURISK also received consideration therefor, as evidenced by premium payments made by MIA to SECURISK. By these conducts, the two appellants clearly created an enforceable insurance agreement between themselves.

As regard such a conduct, the law in this jurisdiction is clear. It is to the effect that "assent of the offeree may be inferred from circumstances and acts, as well as from words. If the parties have not stipulated otherwise, the acceptance need not be in particular form nor evidenced by express words. The subsequent acts of the party to

whom the offer is made may constitute a- sufficient assent so as to make a perfect mutuality of agreement and obligation between the parties." Naoura Brothers v. Courti, 15 LLR 628, 633 (1964). This principle is further enunciated in Bestman v. Acolatse 24LLR 126 (1975). In Boatman, this Court said:

"It is settled that the entry of parties into a contractual relationship must be manifested by some intelligible conduct, act, or sign. The apparent mutual assent of the parties, essential to the formation of a contract, must be gathered from outward expressions and acts, and not from an unexpressed intention.... The question whether a contract has been made must be determined from a consideration of the expressed intention of the parties, that is, from a consideration of their words and acts."[Emphasis supplied] lbd.140-1.

Under the facts and circumstances of this case and the laws applicable, this Court holds that a binding and enforceable contract existed between the appellants, MIA and SECURISK prior to 2001. By the existence of said contract, legal duties were mutually imposed on the parties to observe stipulations contained in the binding contract. Those duties included strict observance of and meticulous compliance with the termination clause or article. Consequently, should a party desire to terminate the insurance agreement, ninety (90) day mandatory notice shall be given to the other contracting party consistent with article fourteen (14) of the insurance policy agreement.

In the case at bar, however, our diligent search notwithstanding, we have been unable to find any evidence to support a conclusion that this contract was ever terminated as contemplated by law. We hold that in the absence of clear showing, and we say that the records lack any such evidence, that a three- month notice was duly issued by a contracting party desirous of termination, consistent with article fourteen (14) of the policy agreement, the contract remains valid and enforceable as a matter of law. In Liberia Agriculture Company (LAC) v. Etilo, 33LLR 480, 487 (1985), Mr. Chief Justice Gbarlazeh spoke for a unanimous Court and affirmed a settled principle in contract law that

"where an agreement expires by its own terms without an express renewal, and the parties continue to perform as they had under the expired contract, a new contract containing the same provisions will thereby be deemed to have arisen by implication."

In earlier opinion, this Court in Francis v. Liberian French Timber Corporation 22LLR 168,175-6 (1973), an issue was squarely raised whether a party had a cause of

action against the other by virtue of the expiration of a written contract and the non-compliance with its provision for extension by a signed endorsement by both parties. Answering this question, this Court pronounced that:

"where an agreement expires by its terms, and, without a renewal, the parties continue to perform as before, an implication arises that they have mutually assented to a new contract containing the same provisions as the old; an ordinarily the existence of such a contract is determined by the objective test, that is, whether a reasonable man would think the parties intended such a binding agreement."

Be as it may, and not withstanding these facts, the records before us are replete with catalogue of attempts by officials of Co-appellant MIA, some of which were appellee induced, to set aside the contract between the two appellants, MIA and SECURISK. A Deputy Minister for Administration/Acting Minister, John T. Taylor, in concert with the Deputy Ministers of Urban. Affairs, Research and Development Planning and Operations respectively, together on June 2, 2002, wrote a letter dated to SECURERISK General Manager, Mr. Daniel Naatehn.

In the said communication, the Deputy Ministers sought to inform Co-appellant SECURERISK that a decision had been reached to "discontinue with the Group Life Insurance Policy entered into and signed between your institution and the Ministry of Internal Affairs, it having expired May 31, 2002...." The communication further informed SECURERISK that:

'The Ministry of Finance has accordingly been advised to suspend the deduction of all premiums from the salaries of MIA's personnel in favour of said expired contract effective June 1, 2002..."

Here we must narrate that in seeking to enter into agreement with appellee, African Insurance Corporation of Liberia (AICOL), purportedly on behalf of the Ministry, Deputy Minister John T. Taylor ascribed unto himself the authority of Acting Minister of the Ministry of Internal Affairs.

The Deputy Minister also pretended to be acting along with his colleague Deputy Ministers Nina K. McGill, Alfred M.T. Pinney, and Nathan Horace Jr.

Certified record further confirmed that the June 2, 2002 communication written by the Deputy Ministers, referred to herein, as well as a June 1, 2002 Insurance Agreement Minister Taylor entered into with African. Insurance Corporation of

Liberia (AICOL), was done neither with authority nor approbation. This is evidenced by a June 13, 2002 letter, over the signature of the man vested with the agency's statutory authority, Counsellor Richard K. Flumo Sr.

In the June 13, 2002 letter addressed to Honourable John T. Taylor, Deputy Minister for Administration of Internal Affairs Ministry, Minister Flumo wrote:

"...We like to point out that we are taken aback by your letter to the Management which you signed as Acting Minister intimating that the contract has been terminated which is tantamount to undoing what we have done as head of the Ministry. Your act is an impersonation and gross disregard for our authority in that you were not authorized to serve as Acting Minister nor to execute such a letter affecting a major decision. Thus, as far as we are concerned, the contract between the Ministry of Internal Affairs and the SECURERISK Insurance Company, Inc. remains in full force until otherwise."

A Deputy Minister at the Ministry of Internal. Affairs properly operates only as "Principal Assistant to the Minister of Internal Affairs". According to section 25.1, titled 13, Executive Law, Volume III of Revised Code of Laws, Republic of Liberia, a deputy minister may properly exercise the authority of the Ministry of Internal. Affairs only during the "absence of the Minister", Evidenced by Minister Flumo letter of January 13, 2002, the minister proper was not absent. Deputy Minister Taylor's conduct was therefore not only reprehensible but also sheer illegality.

Further review of the case file shows that the Ministry of Internal Affairs represented by its new Minister, Honourable H. Dan Morias on October 1, 2003, clearly set aside and entered into an "Insurance Agreement" again with appellee, African Insurance Corporation of Liberia (AICOL). Minister Morias representing MIA and AICOL concluded an "agreement [which] shall take effect as of October 1, 2003, and will be for a period of two (2) years "subject to renewal immediately upon expiration thereof". A ninety (90) days notice requirement for termination was also stipulated in the new insurance agreement. Said notice shall be issued by a party seeking termination thereof.

As can be seen, clearly between June 2003 and January 2006, Co-appellant SECURISK lodged numerous protests against Co-appellant Ministry of Internal Affairs' continuous relationship with petitioner AICOL, without much success. But on January 13, 2006, Minister H. Dan Morias wrote the following letter to the General Manager of appellee:

"Dear Sir,
I take pleasure to present my complinients and to express thanks and appreciation to your management tor the services rendered our Ministry over the period.

Meanwhile, I wish to advise that in keeping with the position taken by the Ministry of Internal Affairs on the issue regarding the illegitimate Life Group Policy provider for employees of the MIA, we wish to advise that our decision cannot be extended to the incoming administration.

Against this background, I seize the opportunity to formally acknowledge the termination of the contract, with the option for renewal if the incoming administration deems it necessary..."

Dissatisfied by Minister Dan Morias' decision communicated to the appellee in the letter of January 13, 2006, appellee's President/CEO, on January 26, 2006, responded as indicated in the following communication:

"Mr. Minister,
Your letter dated 13th January 2006 was received on yesterday, January 25, 2006. Regarding the content of the letter, we have referred it to our Legal Counsel for the appropriate response..."

In an apparent attempt to salvage the October 2003 insurance agreement in favour of appellee, certified records indicate that both the appellee and co-appellant Ministry submitted to a series of consultations to resolve the dispute surrounding the contract. As part of these efforts, co-appellant Ministry of Internal Affairs concluded a Memorandum of Understanding with appellee AICOL, dated July 14, 2006. Two letters from the Minister H. Dan Morias, one addressed to AICOL "terminating the legitimate contract of the MIA with the company [AICOL]", and the other to SECURERISK "encouraging takeover of MIA'S Insurance Contract for its employees", are referred to in the said Memorandum of Understanding. One key observation made in the MOU states:

"That the termination of the contract as contained in the January 13, 2006 letter [over the signature of Minister Dan Models] and its immediate effective implementation, in our judgment, did not conform to terms and conditions stipulated in the October 1, 2003 contract, the Ministry of Internal Affairs signed with AICOL. However, given the time lapse for our administrative investigation, the surveys

conducted amongst our employees and the burning need to maintain and enhance peace and tranquillity amongst our people, we hereby enter this compromised understanding with AICOL to settle this matter once and for all..."

Seemingly, not much success was realized.

In the face of unabated confusion which has greatly undermined insurance coverage for employees of appellant Ministry of internal Affairs, Acting Minister Estelle K. Liberty, on October 27, 2006, addressed the following =letter to appellee General Manager:

"Dear Mr. Manager,
The Ministry of Internal Affairs is cognizant of the manner in which the insurance policy for its employees has been politicized, thereby delaying the award of the contract Many of the staff feels that there is a need to conduct an opinion pool among the employees, not only at Central but also at the County administration levels. Consequently, a Team, has-been constituted to do just that.

The Ministry is also aware that many of its employees, most of whom are impoverished, can no longer do without Insurance policy. While a comprehensive study is being done to determine the best policy for our employees, we have deemed it necessary to request SECURERISK Insurance Company to continue to provide services until June 30, 2007. By then, the work of the Team would have been completed, making sure justice and fair play prevail."

It is appellee's contention that the Acting Minister Liberty's letter seeks to cancel appellee's contract" in favour of Co-appellant SECURERISK. According to appellee, Minister Liberty's action was taken "unilaterally, illegally, wrongfully, and without due process."

Appellee AICOL now prays court to determine the legitimacy of its contract status, the validity of the Insurance Agreement of October 1, 2003 and the Memorandum of Understanding .of July 14, 2006. Appellee also seeks a court declaration on the legality of Acting Minister Liberty's conduct of "unilaterally terminating, ignoring and setting aside [its] contract with said Ministry".

As we have already held, there could not have legally existed any contract binding the parties from which a legal right could accrue to Appellee AICOL to seek the aid of the court for termination thereof. Hence, the appellee cannot now seek the aid of the

court to enforce a non existing agreement.

As the final arbiter, both law and equity cannot permit us to lend aid to this kind conduct. In Daober v. Molly 26LLR 422 (1978), this Court held:

"A Court of equity will not permit one party to take advantage and enjoy the benefits of an ignorance or mistake of law by the other, which he knew of and did not correct... When the mistake of law by one party is induced, aided, or accompanied by conduct of the other more positively inequitable, and containing elements of wrongful intent, such as misrepresentation, imposition, concealment, undue influence, breach of confidence reposed, mental weakness, or surprise, a Court of equity will not lend its aid and relief from the consequences of the error." lbd 426-7.

The second and final question before this Court is whether the trial judge exceeded the province of declaratory judgment by the orders issued and contained in his judgment committed reversible error?

In count five (5) of the bill of exceptions, appellants submitted that the trial judge exceeded his authority in a declaratory judgment cause when he adjudged as follows:

"This honourable court hereby categorically declares that the petitioner is entitled to all premiums deducted from the employees of the. Ministry of Internal Affairs, during the period of the illegal termination of petitioner's insurance contract up to the present; the court further deblares that the Ministry of Finance is obliged to remit all such payments to the petitioner irrespective of whether corespondent SECURERISK has been illegally paid, "The Ministry of Finance should calculate the total amount due petitioner commencing from the date of the MOU, i.e., July 14, 2006 and whatever amounts not received by or paid to the petitioner within this period are hereby declared to be the legitimate property of petitioner and should be accordingly Paid over to petitioner." (Emphasis Supplied).

Speaking on declaratory judgment, Civil Procedure Law, 1 L.C.L. Rev., title I, section 43.1 (1973) provides:-

" [Illegible] of record within their respective jurisdictions shall have power to declare [Illegible] status, and other legal relations whether or not further relief is or could be [Illegible]. No action or proceeding shall be open to objection on the ground that a declaratory judgment is prayed for. The declaration may be either affirmative or negative in form and effect; and such declarations shall have the force and effects of

a final judgment. The power granted to the Court under this section is discretionary."

On the meaning of the above quoted provision, this Court has provided some guidance in Gbartoe et. al. v. Doe 41 L LR 117 (2002). Mr. Justice Jangaba, speaking for this Court on the province of declaratory judgment, also adopted an application of universal principle of the law when he said:

" [a] declaratory judgment is one which simply declares the rights of the parties or expresses the opinion of the court on a question of law without ordering anything to be done, and the salon is distinguished from other actions in that it does not seek execution or performance from the defendant or opposing party. lbd. 125.

But in his final ruling in these declaratory proceedings, the trial judge also instructed and ordered agency of government to execute as follows:

"The Ministry of Finance should calculate the total amount due petitioner commencing from the date of the MOU, i.e., July 14, 2006 and whatever amounts not received by or paid to the petitioner within this period are hereby declared to be the legitimate property of petitioner and should be accordingly paid over to petitioner."

Clearly, this portion of the judge's ruling amounted to issuing orders to be executed by the Ministry of Finance. In sustaining count five (5) in the bill of exceptions, we hold that to issue such orders in a declaratory judgment case, as in the case before us, was reversible error.

IN VIEW OF THE FOREGOING facts and the laws as cited above, this Court is left with no alternative but to reverse the judgment of the trial court and order it to resume jurisdiction and enter judgment in favour of respondents.

The Clerk of this Court is ordered to send a mandate to the Civil Law Court commanding the judge presiding therein to resume jurisdiction over this case and to give effect to this decision. AND IT IS SO ORDERED.
Reversed.