CASES ADJUDGED

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SUPREME COURT OF THE REPUBLIC OF LIBERIA

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UNION MARITIME ET COMMERCIALE CORPORATION (UMARCO), Petitioner, *v.* JOHN A. DENNIS, Assigned Circuit Judge, Sixth Judicial Circuit, and AMERICAN MARINE SUPPLY, INC., Respondents.

APPEAL FROM RULING OF JUSTICE IN CHAMBERS.

Argued August 4, 5, 1976. Decided August 11, 1976.

1. A sheriff of one county with precept to be served in another county should send the precept to the sheriff of the county in which service is to be made, and that sheriff should serve and make the return to the county court which issued it.
2. On commencement of attachment proceedings, it is not within the discretion of the judge to entertain the suit if the plaintiff has not filed a bond as required by statute.
3. Matters which pertain to ships and other ocean-going craft, including harbor craft, are properly brought in the Admiralty Division of the Circuit Court, and in such cases the Marshal of the Supreme Court or his deputy in the particular county is the ministerial officer.
4. An action filed after the commencement of a term of court cannot be heard during that term because the defendant must be summoned at least fifteen days prior to the first day of the term of court.
5. Where a defendant has not been properly summoned, the court has no jurisdiction, and a court of coordinate jurisdiction may vacate the judgment as void.
6. In attachment proceedings, an order of attachment may issue for property in another county, but only the sheriff of the other county can levy on the property.
7. For issuance of an order of attachment, there must be a main suit in

which a money judgment is expected, and the object of the attachment is to seize property as security pending the final determination of the main suit and to satisfy the judgment thereof.

8. A plaintiff who has been granted an order of attachment is not entitled to possession of the property seized under the order until the main action has been determined entitling him to a money judgment, and the defendants are unable to satisfy the judgment.
9. A "submission" is neither a process nor a writ that is remedial or extraordinary as contemplated by statute so as to be cognizable before a Justice presiding in chambers.
10. A judgment can be vacated only in favor of a petitioner who was a party to the action in which the judgment was rendered.
11. Withdrawal of an appeal in the Supreme Court is subject to approval of the Court and will not be allowed if embarrassing questions arising out of gross irregularities in the lower court would thereby be left unanswered or dishonest dealings left uncorrected.
12. A person's right shall not be concluded by a judgment rendered in a suit to which he is not a party, and in order to bring an unsummoned party in interest within the jurisdiction of the court, the judge is authorized *sua sponte* to join such party in the action.

This case involves two proceedings, both of which are concerned with the same subject matter: five tugboats anchored in the Port of Buchanan. In the first proceeding, plaintiff, an American corporation, sought a writ of attachment on the vessels to which it claimed ownership pending their delivery to a purchaser, Nigerian Ports Authority. Before the filing of the attachment proceedings, the Circuit Court judge issued a writ of possession under which plaintiffs were subsequently put in possession of the boats. The attachment proceedings were brought as an independent action.

The second proceeding was a submission filed before a Justice in chambers by the petitioner, a corporation claiming a lien on the same tugboats for services rendered in relation to them at the request of the charterer. The petitioner requested that the judgment in the attachment proceedings, to which it had not been made a party, be vacated. The Justice in chambers denied the petition on the ground that the matter was not properly before him for lack of jurisdiction over the form of proceeding, and because petitioner had no standing, not having been a party in the attachment proceeding. He nevertheless is-

sued an order that the tugboats should not be interfered with and should remain in the harbor pending determination of rights in them.

The matter came before the Supreme Court as an appeal from the ruling of the Justice in chambers. Respondents, the American corporation which was plaintiff in the attachment proceedings, filed withdrawal of their appeal before the day assigned for hearing, but the Supreme Court disallowed withdrawal, because the record revealed attempted double-dealing by respondents which the Supreme Court sought to correct by retaining jurisdiction of the appeal and upholding the ruling of the Justice in chambers. It also took disciplinary measures against two of respondents' attorneys implicated in the unethical transactions. The *judgment in the attachment proceedings* was *vacated* and *ruling* of the Justice in chambers *affirmed*.

Toye C. Barnard, Moses K. Yangbe, and *S. Edward Carlor* for petitioner. *Beauford Mensah, Nathan Ross,* and *D. Caesar Harris* for respondents.

MR. CHIEF JUSTICE PIERRE delivered the opinion of the Court.

This matter has come to us on appeal from the chambers of our distinguished colleague, Mr. Justice Henries, who heard and passed upon submission filed by UMARCO, a shipping corporation doing business in Liberia. The history of this case, beginning with the filing of attachment proceedings in the Sixth Judicial Circuit Court in Monrovia, up to and including our hearing of the submission in the Supreme Court, presents a sordid story of irregularity, illegality, and professional double-dealing, a story of which our courts cannot be proud, and which we seriously regret.

The record shows that on March 18, 1976, Counsellor Beauford Mensah, of the Morgan, Grimes and Harmon

Law Firm, filed a complaint in attachment in the Sixth Judicial Circuit Court in Monrovia, Montserrado County. Attachment was levied on five tugboats anchored in the Port of Buchanan in Grand Bassa County. These boats, according to the story, were supposed to have been left in Buchanan by a Japanese ship which had off-loaded them during a voyage northward bound from Lagos, Nigeria. They were part of a fleet of six boats, the subject of an agreement of sale by and between the American Marine Supply Inc., of Washington, D.C., in the United States of America, and the Nigerian Ports Authority in Lagos. During the hearing Counsellor Mensah informed the court that when the six boats were sought to be unloaded in Lagos, one of them had fallen into the sea as a result of the inadequacy of the unloading facility. He said that it was for this reason that the remaining five had been brought and unloaded at the Port of Buchanan in Liberia.

Counsellor Beauford Mensah represented the plaintiffs, the American corporation, which had agreed to sell the boats to the Nigerian Ports Authority. He filed with his complaint in attachment the agreement of sale and the letter of credit drawn on the Standard Bank in London for the account of the Nigerian High Commissioner in London, showing arrangement for payment of $4,165,080, representing the cost of the six boats; these documents are shown as his exhibits "A" and "B."

In count 1 of his complaint he asserts that the plaintiffs, his clients, are owners of the five boats in Buchanan which they had contracted to sell to the Nigerian Ports Authority. The five boats are named as the "Kenny," the "Viking," the "Vallient," the "Vagabond," and the "Venture."

Count 2 of the complaint claims that the five boats were "placed on a certain Japanese ship and discharged at the Port of Buchanan . . . without the knowledge or consent of plaintiff, by which means, and other maneuverings the said defendant succeeded in extracting from the Standard Bank Limited, 73–79 King William Street, London, En-

gland, the amount of $4,165,080 less 5% and thereafter absconded."

For the benefit of this opinion we think it necessary to quote count 3 of the complaint as it is written. It reads: "That the said tugboats not yet having been delivered to the Nigerian Ports Authority of Lagos, Nigeria, plaintiffs are presently effecting arrangements to accomplish this, but fear that the said defendants or the shipping company may again take away the tugboats to the prejudice of plaintiffs." They pray therefore that the court attach the boats, and enjoin all parties from removing them till the proceedings have been determined.

Special attention must here be called to the fact that plaintiffs claim ownership of the boats which they brought attachment to recover, but they filed no main suit. The case was filed in Montserrado County for boats anchored in a port in Grand Bassa County, outside the territorial jurisdiction of the issuing court. Service of the writ which should have been made on the defendant, Richard Giramberk of Zurich, Switzerland, was according to the sheriff's return made instead upon the operational manager of LAMCO in the Port of Buchanan; but there is nothing in the record to show that there was ever any relationship between the defendant and the LAMCO management in Bassa County. During the hearing in the Supreme Court, we inquired of Counsellor Beauford Mensah the authority by which the sheriff from Montserrado County served a precept intended for a defendant in Switzerland, in Grand Bassa County in Liberia. His answer was to the effect that he could not question the service of the sheriff.

On this point we would like to comment that according to our procedure and practice a sheriff of one county with precept to be served in another county has always sent the precept to the sheriff of the county in which service is to be made, and that sheriff serves and makes return to the county court which had issued it. Rev. Code 1:7.16.

The new Judiciary Law, effective June 1972, states that "the President by and with the advice and consent of the Senate shall appoint a sheriff for each county and as many deputy sheriffs as are required to carry out the duties of the office." Rev. Code 17:15.1.

Attention must also be called to the fact that no attachment bond was filed with the proceedings, and there is no indication in the record that the trial judge had required any to be filed. The rights and interests of the defendant, or of any party interested in the subject matter, were thereby left unprotected against loss or inconvenience. This failure to have filed an attachment bond is in direct violation of the attachment statute as quoted hereunder:

> *"Bond by plaintiff.* On an application for an order of attachment, the plaintiff shall give a bond in an amount equal to one and one-half times the amount demanded in the complaint that the plaintiff shall pay to the defendant all legal costs and damages which may be sustained by reason of the attachment if the plaintiff fails to prosecute the case successfully or if it is finally decided that the plaintiff was not entitled to an attachment of the defendant's property, and that the plaintiff shall pay to the sheriff all of his allowable fees." Rev. Code 1:7.15(2).

Thus it can be seen that requiring a bond in attachment proceedings is mandatory, and not within the discretion of a judge to entertain the suit without a bond. This is so elementary that we cannot perceive how any judge could have allowed omission of such a legal requirement.

Other strange, illegal, and unauthorized acts of the judge in the handling of the attachment proceedings in the court below have been referred to and quoted later in this opinion from the ruling in chambers of our colleague, Mr. Justice Henries. But we would like to say that it is also strange that litigation involving these tugboats was brought in the Law Division of the Circuit Court.

According to procedure in Liberia, matters which pertain to ships and other ocean-going craft are properly brought in the Admiralty Division of Court, and this includes harbor craft as well; and in such cases the Marshal of the Supreme Court or his deputy in the particular county is the ministerial officer. Rev. Code 17:14.3(2) (Judiciary Law, effective June 1972). In this case tugboats anchored in the harbor in Buchanan are the subject matter, and the plaintiffs in attachment have complained that they were stolen and abandoned in Buchanan. Any suit affecting them should therefore have been brought in Admiralty. The return endorsed on the back of the writ of possession states that plaintiffs were placed in possession of the tugboats. How then could the sheriff have served such a writ?

The attachment was heard and determined on March 31, 1976. The irregularities of having a jury sit in hearing, as well as the issuing of a writ of possession in attachment, have been traversed in the chambers ruling quoted later on. But during the hearing in the Supreme Court we inquired of Counsellor Beauford Mensah if he felt that the judge was correct in issuing the writ of possession in attachment proceedings; and did he think attachment was a possessory action? He replied that this was a mistake. We cannot believe that a judge of the Circuit Court would not have known that attachment is not possessory in character. So, could this be regarded as a mistake?

Since there was no defendant in court, process not having been served upon Richard Giramberk of Zurich, Switzerland, no appeal was announced from the judgment in favor of the plaintiffs. There matters would have rested, and the five tugboats might have been taken away from the Port of Buchanan, and God only knows how much embarrassment might not have resulted, but for UMARCO's refusal to allow the boats to leave the Port until their service charges had been paid. It was

at this stage that they filed submission in the chambers of Mr. Justice Henries. Counsellor Beauford Mensah of the Morgan, Grimes and Harmon Law Firm filed resistance on behalf of the American Marine Supply Corporation, respondents, who were plaintiffs in the attachment proceedings.

The issues raised in the submission and resisted by respondents, have been dealt with in chambers by our colleague Mr. Justice Henries. Because we are in such full and complete agreement with the position taken by him in his ruling, we have quoted the complete text to form part of this opinion. It reads as follows:

> "These proceedings grew out of attachment proceedings instituted in the Sixth Judicial Circuit, presided over by His Honor John A. Dennis, Assigned Circuit Judge, which were litigated allegedly without the knowledge of the petitioner. The petitioner claims to have a lien on the tugboats because of services rendered on them pursuant to instruction from the charterers, Maritime Transport Overseas Gmoh, Dusseldorf, West Germany; and because judgment was rendered and fully executed without their knowledge, they have come by submission for some relief.
>
> "The respondents have questioned our jurisdiction over this submission because they contend that a Justice in chambers has jurisdiction only over remedial writs, and only when such matters are pending before him can he entertain a submission thereon. Before addressing ourselves to whether we have jurisdiction over these proceedings, we should like to look into some of the allegations contained in the submission with respect to irregularities during the hearing of the proceedings in the lower court.
>
> "We shall first look at the questions of the commencement of the attachment proceedings and the court's jurisdiction over the subject matter of the proceedings, as well as the defendant. According to

count 5 of the submission, the complaint in the proceedings below was venued in the March Term of the trial court and filed on March 18, 1976, the writ of attachment was issued on March 19, and a copy was served on the LAMCO manager in Buchanan on March 20. These allegations are borne out in the records. We do not understand how the trial judge could have heard the case during the March Term when it was filed in the middle of that term. We say this because the proceedings have been treated as a cause of action and not as ancillary to a main suit. If it were regarded as a cause of action, which was irregular, the procedure to be followed should have been that employed when a cause of action is filed. This court in *Yangah* v. *Melton,* 12 LLR 128 (1954), held that 'a defendant who has not been summoned at least fifteen days prior to the first day of the term of court to which the writ of summons is made returnable has not been legally summoned and is not required to answer the complaint.'

"In addition to the haste exercised by the trial judge in hearing the case, we have been unable to find any summons that was served on the defendant, who is not a resident of Liberia; neither was there any service by publication on the defendant in keeping with the statutory requirements. Rev. Code 1:3.40. A statute providing for service of summons by publication must be strictly construed, and where a defendant has not been properly summoned the court has no jurisdiction and a court of coordinate jurisdiction may vacate the judgment as void. *Samuels* v. *Samuels,* 11 LLR 276 (1952). The minutes of court for March 31, 1976, the date on which the case was heard and judgment rendered, mentioned 'parties represented as of record,' but the records do not show who represented the parties. While in attachment proceedings an order of attachment may be granted without notice, a summons

must be served prior to judgment. Rev. Code 1:7.16 7.17, 8.3(4), (5). The writ of attachment was returned served on the operational manager of the defendant company; but service was on LAMCO which is neither the defendant nor an agent of the defendant, except that the boats are in LAMCO harbor.

"Another jurisdictional issue raised in the petitioner's submission is that the trial judge did not have territorial jurisdiction over the subject matter of the attachment proceedings because the five tugboats are located in Grand Bassa County while the judge was presiding in Montserrado County. The statute, Rev. Code 1:4.3, states that 'an action to recover a chattel in the Circuit Court may be tried in the county in which all or part of the subject of the action is situated.' However, in attachment proceedings an order of attachment may issue for property in another county, but only the sheriff of the other county can levy on the property. Rev. Code 1:7.16. This was not done.

"With respect to the attachment proceedings, the petitioner contends that there was no main suit filed to which the attachment proceeding was ancillary; that the plaintiff moved to attach its own property; that the trial judge empanelled a jury to try these proceedings contrary to law; and that the bailiff from Montserrado County served the writ in Grand Bassa County.

"It is common knowledge that an order of attachment is granted in an action where the plaintiff has demanded, and where he reasonably believes that he would be entitled to a money judgment against a defendant. Rev. Code 1:7.11. It follows then that there must be a main suit in which a money judgment is expected, and the object of the attachment is to seize property as a security pending the final determination of the main suit and to satisfy the judgment thereof. The plaintiff began these proceedings with a com-

plaint, instead of an application, alleging none of the grounds for attachment; neither did he file a bond in keeping with the statutory requirement. Rev. Code 1:7.15.

"In its complaint in the attachment proceedings, the plaintiff, now co-respondent, alleged that it is owner of the five tugboats, but according to the statute on attachment, it is the property of the defendant which is subject to attachment in order to ensure satisfaction of the judgment. It is unheard of in such proceedings that an owner of property would attach his own property. In addressing himself to this point, counsel for respondent contended that the defendant had stolen the boats. If this is true, we do not understand why a criminal action was not brought against him.

"Moreover, it is not the practice within this jurisdiction to hear proceedings in attachment with a jury. Whether the grounds for attachment exist is purely a question of law, yet the judge treated these proceedings as if they were a regular case. The records show that in addition to a complaint there were written directions, an oral charge to the jury, an oral verdict and a final judgment. In spite of all of this, a main action had not been filed up until the hearing of this submission.

"Finally, a writ of possession was issued on March 1, seventeen days before the filing of the attachment proceedings and thirty days before rendition of the final judgment. It was returned served on April 10, 1976, placing the plaintiff in possession of the tugboats. First a writ of possession does not issue in attachment proceedings. It is by a writ of attachment that the property is seized. Moreover, the plaintiff does not take possession of the levied property until the main action has been determined entitling him to a money judgment and the defendant is unable to satisfy the

judgment in the attachment suit. The next interesting thing about the document is count 1 of Article II, and that count reads:

> "The general nature of the business to be transacted and the purpose for which the Corporation is formed shall be:
>
> "1. To engage in and carry on the buying and selling of all types of ships, boats, tugboats, barges, aircraft, and components thereof generally; including the financing, managing and purchasing and selling of all kinds and types of machinery and equipment for itself and others."

It seems clear therefore that the purpose for which Counsellor Beauford Mensah formed the corporation was to buy the tugboats, which under moral obligation to his clients, American Marine Supply, Inc., and in keeping with his own expressed intention contained in count 3 of his attachment complaint, he was arranging to have delivered to the Nigerian Ports Authority.

The third interesting thing about the document, articles of incorporation of Terra Marine Liberia, Inc., is the members of the corporation. These are Edward Bouey, Richard Shamp, and Nathan Ross, who is also one of counsel for American Marine Supply, Inc., and who had appeared in the Supreme Court to represent his clients at the hearing of the submission and resistance. The conduct of both of these lawyers is highly unethical and immoral.

During his argument before the Supreme Court, we inquired of Counsellor Beauford Mensah as to the moral correctness of representing two different corporations, both of them his clients, and each of them claiming through him ownership of the tugboats; and also, although he had made profert of the agreement of sale of these boats by one of them to the Nigerian Ports Authority, the questionable ethics of his formation, during the continuance of the agreement, of a Liberian corporation

and arranging to pass ownership of the same boats to it. His answer was that he saw nothing wrong with such conduct.

Had there been adequate landing facility, all six of the tugboats apparently purchased by the Nigerian Ports Authority would have been landed in Lagos, instead of only one. That alone is sufficient proof of the Nigerian Ports Authority's legitimate interest in the tugboats. And the fact that the other five were not landed in Nigeria and had to be off-loaded in Liberia, did not cancel the agreement of sale executed by the American Marine Supply Company which had effected sale of the boats to Nigeria. Until the six boats have been delivered in Nigeria, the agreement is in full force and effect; and although Counsellor Mensah had handled litigation in Liberia respecting this agreement of sale, he did not think it was wrong to sell the same boats to another client during the continuance of the agreement.

This is unfortunate, because we do not think that any more odious, unprincipled, and immoral behavior could have been practiced by any lawyer anywhere; and we frown upon it as being distasteful, and unworthy of the legal profession and the practice of law in Liberia. We shall not, by failure to take steps to discourage a repetition of such practice, contribute to the deterioration of the practice to levels hardly distinguishable from unashamed robbery, as appears in this case.

Coming back to withdrawal of the appeal in the Supreme Court, we would like to cite precedence for the position we have taken in this case; and we would also like to look at some of the implications of failure to have acted as we did in respect to the said withdrawal. Withdrawal of appeal is not a matter of right, as we have said earlier in this opinion, and it is always subject to approval by the Court or a Justice thereof. In the case *International Trust Company* v. *Weah*, 15 LLR 568 (1964), this Court refused to allow withdrawal of appeal in a case

involving several issues raised in the Probate Court in Monrovia. The Court there said: "In order to resolve the confusion which this withdrawal of appeal has occasioned, we shall pass separately upon the two matters now before us, beginning with the issue of contempt. . . . There is much of this withdrawal which is not clear and which seems strange, if not improper." *Id.*, 575, 576.

The Court went further in that opinion to put on record and thereby set the precedent that withdrawal of appeal in the Supreme Court will only be allowed when and where such withdrawal does not compromise the rights of others. Continuing, the opinion states: "It also seems strange that notwithstanding the strong submission filed by the appellant, this appeal has been withdrawn without allowing the Supreme Court to pass upon the vital issue raised by the Probate Court's ruling with respect to payment of death compensation. Nevertheless, in so far as said withdrawal concerns the matter of workmen's compensation, it is hereby allowed with costs against appellee as stipulated." *Id.*, 577. But whereas the Court allowed the withdrawal of the issue of workmen's compensation, it disallowed the other issue in the case; to wit, the Probate Court's ruling holding one of the parties in contempt, and affirmed the judgment appealed from.

A very similar situation exists in this case, and so we applied the same rule used in the *International Trust Company* case, and disallowed the withdrawal of the appeal announced from the ruling of our distinguished colleague Mr. Justice Henries. To have allowed the withdrawal would have caused several embarrassments; (1) How would the courts in Liberia have been able to explain the strangeness of adjudging delivery of property shown by exhibited documents to belong to the Ports Authority of a sister State, which State had not been made party to the litigation, so that it might have been able to protect its property? (2) How was the Supreme Court to correct the patent and apparent intentional bypassing

in the Circuit Court of several of our rules of procedure, which appears to have been done for the sole purpose of fraudulently giving possession of the said tugboats to another corporation in a manner irregular, illegal, and clearly devoid of principles of honesty and fairness? (3) Why was litigation involving five ocean-going craft not brought in the Admiralty division of court? (4) How could attachment standing by itself be made a possessory action to give custody of the tugboats to anyone? (5) Could the plaintiffs in the court below recover possession of their own property as alleged, by attachment proceedings without a main suit?

These are a few of the questions posed by the several irregularities and illegalities which appear in this case, and which would have gone uncorrected had withdrawal of the appeal from Mr. Justice Henries' ruling been allowed. And the courts of Liberia would have thereby been made to look most ridiculous.

The Supreme Court has an inherent duty to protect the practice of law, and the procedure of our courts. In the exercise of that duty, we shall not condone any practice which cannot square with our rules of moral and ethical conduct, the Constitution, and the statute laws of Liberia.

Before closing this opinion we would like to consider nonjoinder of the party whose interest was adversely affected by the judgment in the attachment proceedings. The Nigerian Ports Authority should have been joined as a party, so as to have afforded them opportunity to defend their interest which has been clearly shown to exist from exhibits "A" and "B" filed with the complaint. Under our law, "the rights of no one shall be concluded by a judgment rendered in a suit to which he is not a party, and . . . a party cannot be bound by a judgment without being allowed a day in court. He must be cited or have made himself a party in order to authorize a

personal judgment against him." *Johns* v. *Witherspoon,* 9 LLR 152, 154 (1946).

But our law also authorizes a judge *sua sponte* to join a party in interest, in order that he might be brought under the jurisdiction of the court, and thereby enable the court to properly render judgment which might affect him or his interest. "Parties may be added by order of any court except the Supreme Court on motion of any party or on its own initiative at any stage of the action on any terms that are just." Rev. Code 1:5.54(1).

In view of all of the circumstances shown by the record in the case of attachment in the Circuit Court, as well as those appearing in the submission and the resistance thereto passed upon by the Justice in chambers, we are of the considered opinion that the position taken in Mr. Justice Henries' opinion is sound, and we therefore uphold it. We do this without prejudice to anyone who might feel he has a legal right to the ownership of the five tugboats involved, to bring action in a court of law for their recovery; provided that any such action should join all of the known parties who are shown to have an interest in the subject matter. Until such action is brought and has been finally determined, the order of Mr. Justice Henries to hold the tugboats in the Port of Buchanan is hereby affirmed.

We do not hesitate to disapprove Judge John A. Dennis' irregular and illegal handling of the case of attachment in the Sixth Judicial Circuit Court. Judges of our courts should realize the grave responsibilities they bear to the Judiciary and to the country, and so they should seek always to allow their official behavior to reflect integrity and uprightness of conduct. We particularly emphasize that a judge's handling of matters before him should be above suspicion and should exemplify that fairness and neutrality necessary to rendition of an impartial judgment.

We think it necessary to quote two of the canons of Ju-

dicial Ethics adopted by the American Bar Association, as being relevant to this case:

"Canon 2. The Public Interest.

"Courts exist to promote justice and thus to serve the public interest. Their administration should be speedy and careful. Every judge should at all times be alert in his ruling and in the conduct of the business of the court, so far as he can, to make it useful to litigants and to the community. He should avoid unconsciously falling into the attitude of mind that the litigants are made for the courts instead of the courts for the litigants. . . .

"Canon 16. Ex parte Applications.

"A judge should discourage ex parte hearing of applications . . . where the order may work detriment to absent parties; he should act upon such ex parte applications only where the necessity for quick action is clearly shown; if this be demonstrated, then he should endeavor to counteract the effect of the absence of opposing counsel by a scrupulous cross-examination and investigation as to the facts and the principles of law on which the application is based, granting relief only when fully satisfied that the law permits it and the emergency demands it."

This latter canon was written specifically for injunction matters; but we think it is also applicable in this case, where the ex parte judgment in the attachment proceedings adversely affected the property rights of an absent third party, who had not been joined.

We also condemn what we regard as the immoral and unethical behavior of Counsellors Beauford Mensah and Nathan Ross, who, while representing the American Marine Supply Corporation of Washington, D.C., in the United States of America, who were plaintiffs in litigation in attachment proceedings involving five tugboats which by agreement of sale they should have delivered to the Nigerian Ports Authority; and while litigation to ef-

fect the said delivery was in progress, and during the continuance of the said agreement of sale, they, the said Beauford Mensah and Nathan Ross, formed a Liberian corporation by the name of Terra Marine Liberia, Inc., and sought by certificate of sale to transfer the ownership of the tugboats to this, their second client. This is contrary to our rules of ethics; it is double-dealing upon which the Court frowns. For this professional misbehavior, the same Counsellors are suspended from the practice of law directly or indirectly for a period of three calendar years, as from date.

The judgment in the attachment proceedings in the court below is hereby vacated, and the entire proceedings had in that court respecting these tugboats are hereby declared a legal nullity and of no effect. Costs are disallowed. And it is so ordered.

Judgment in attachment proceedings vacated; ruling of Justice in chambers granting injunction affirmed.