

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA  
SITTING IN ITS OCTOBER TERM, A.D. 2022

BEFORE HER HONOR: SIE-A-NYENE G. YUOH..... CHIEF JUSTICE  
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE..... ASSOCIATE JUSTICE  
BEFORE HIS HONOR: JOSEPH N. NAGBE... ASSOCIATE JUSTICE  
BEFORE HIS HONOR: YUSSIF D. KABA... ASSOCIATE JUSTICE

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Kwaplah International (Liberia), thru its Acting Country )  
Manager, Harrison Luo, of the City of Monrovia, Republic )  
of Liberia..... Appellant )

Versus ) APPEAL

The Management of Ecobank (Liberia) Limited, represented )  
by its Managing Director, Morenike Adepoju, and other )  
authorized representatives, of the City of Monrovia )  
Republic of Liberia..... Appellee )

GROWING OUT OF THE CASE: )

Kwaplah International (Liberia), thru its Acting Country )  
Manager, Harrison Luo, of the City of Monrovia, Republic )  
of Liberia..... Plaintiff )

Versus ) ACTION OF

Abenego Dahn, of the City of Monrovia, Republic of ) DAMAGES FOR  
Liberia..... 1<sup>st</sup> Defendant ) WRONG

And )

The Management of Ecobank (Liberia) Limited, represented )  
by its Managing Director, Morenike Adepoju, and other )  
authorized representatives, of the City of Monrovia )  
Republic of Liberia..... 2<sup>nd</sup> Defendant )

And )

The Central Bank of Liberia (CBL), represented by its )  
Executive Governor, Dr. Mills Jones and all Deputy )  
Governors, all of the City of Monrovia, Republic of )  
Liberia..... 3<sup>d</sup> Defendant )

Heard: November 15, 2022

Decided: December 15, 2022

MADAM CHIEF JUSTICE YUOH DELIVERED THE OPINION OF THE COURT

On June 19, 2009, the appellant, Kwaplah International (Liberia), filed an action of damages in the Sixth Judicial Circuit, Civil Law Court, Montserrado County, against Mr. Abenego Dahn, the 1<sup>st</sup> defendant, the Management of Ecobank Liberia Limited, the appellee herein and 2<sup>nd</sup> defendant in the trial court, and the Central Bank of Liberia, the 3<sup>d</sup> defendant.

In its complaint, the appellant alleged that the 1<sup>st</sup> defendant, Mr. Abenego Dahn, while serving as Country Manager of its Corporation in Liberia, received two checks from the Government of Liberia on behalf of the appellant, in the total amount of US\$166,080.00 (One Hundred Sixty-Six Thousand Eighty United States Dollars); that Mr. Dahn proceeded to the appellee, the Ecobank Liberia Limited, and there and then encashed the checks over the counter, without authorization from the appellant; that the appellee failed to follow generally accepted banking procedures for the opening of a corporate account; and that as a result of the appellee's conduct, the appellant was injured as it was unable to pre-finance contracts or obtain loans to execute said contracts, for which both special and general damages will attach.

The appellant further alleged that due to the appellee's negligent conduct in encashing the two checks from the Government of Liberia over the counter without authorization, plus the fact that the 3<sup>rd</sup> defendant, the Central Bank of Liberia, failed to exercise its statutory supervisory and regulatory role over the appellee bank regarding the encashment of checks, the said banks and Mr. Abenego Dahn should be held jointly liable for the payment to the appellant, the amount of US\$166,080.00 (One Hundred Sixty-Six Thousand Eighty United States Dollars) as special damages and US\$1,000,000.00 (One Million United States Dollars) as general damages.

On June 27, 2008, Mr. Abenego Dahn, the 1<sup>st</sup> defendant, filed his answer wherein he denied liability alleging *inter alia* that as Country Manager of the appellant corporation he had the requisite authority to receive the two checks in the aggregate amount of k\*\$S\$166,080.00 (One Hundred Sixty-Six Thousand Eighty United States Dollars) from the Government of Liberia on behalf of the appellant; that he acted within the scope of his authority as Country Manager when he opened the appellant's corporate account at the appellee's bank; that he is a signatory to the said account as Country Manager; that he deposited the two checks at the appellee's bank; that the two checks were cleared by the Central bank of Liberia, the 3<sup>rd</sup> defendant, in keeping with banking practices; and that there was no conspiracy between him and the banks to encash the two checks, neither did he commit any wrong in his official capacity as Country Manager to deposit the checks and encash same at the appellee's bank.

On June 27, 2008, the Central Bank of Liberia (CBL), the 3<sup>rd</sup> defendant, filed its answer wherein it acknowledged receiving the two checks in question from the Ecobank Liberia Limited for clearing, and that it cleared the said checks. However, the CBL denied liability on grounds that it has no corporate account for the appellant to establish a

banking relationship between the appellant and the CBL; that the CBL has no knowledge that the two checks were encashed over the counter at the Ecobank Liberia Limited prior to clearing; that the CBL has no knowledge or interest in the ensuing conflict between the appellant and its Country Manager, Mr. Abenego Dahn; and that the CBL cannot be held liable to the appellee.

On June 30, 2008 the appellee, Ecobank Liberia Limited, also filed an answer to the appellant's complaint wherein it denied liability and asserted that it received the appellant's articles of incorporation, board resolution, business registration and license before opening the appellant's corporate account in keeping with banking practices; that Mr. Abenego Dahn, the 1<sup>st</sup> defendant, is the appellant's Country Manager and signatory to the appellant's corporate account; that Mr. Abenego Dahn did deposit two checks into the appellant's corporate account, but said checks were not paid over the counter as alleged by appellee, but were rather submitted to the Central Bank of Liberia, the 3<sup>rd</sup> defendant, where the checks were cleared and cash subsequently withdrawn from the account by the appellant's Country Manager; and that the appellee bank cannot be held liable to the appellant.

The appellant filed two replies, on July 7, 2008 and July 10, 2008, traversing the answers of Mr. Abenego Dahn and the appellee bank, respectively. In both answers, the appellant acknowledged that the checks were cleared by the Central Bank of Liberia rather than paid over the counter as alleged in its complaint, but contended that Mr. Abenego Dahn lacked the authority to open the appellant's corporate account or withdraw from same without the expressed authority of the appellant; that the board resolution submitted at the appellee's bank by Mr. Abenego Dahn to open the account is a product of fraud; that the appellee bank did not exercise due diligence and therefore was negligent when it proceeded to open a corporate account; and encashing the two checks without authorization from the appellant.

On September 4, 2008 trial commenced and all the parties were represented by their respective lawyers. The Central Bank of Liberia, the 3<sup>rd</sup> defendant, by permission of the trial court, made a submission on the records requesting that it be dropped as a party defendant since it was only performing its statutory responsibility in clearing the checks in question and had no banking relationship with the appellant. There being no objections interposed to the said submission by the other parties, the trial court accordingly ordered the Central Bank of Liberia dropped from the case.

On the same date, that is, September 4, 2008, the appellee bank made similar submission on the records of the trial court requesting to be dropped on the basis that it cannot be held liable for opening the appellant's corporate account and allowing a signatory to the account withdraw money from the said account. The appellant resisted the submission on grounds that the appellee acted without its authorization in the encashment of the two checks. The trial court denied the submission thus maintaining the appellee bank as 2<sup>nd</sup> defendant.

Thereafter, on January 30, 2013, the records show that the appellant made a submission on the trial court's records, requesting that Mr. Abenego Dahn, the 1<sup>st</sup> defendant, be dropped from the case, without prejudice, and that the trial court conduct a bench trial and hear its case without a jury. The appellee bank agreed to the bench trial but resisted the request for Mr. Abenego Dahn to be dropped as 1<sup>st</sup> defendant since he was the principal defendant who allegedly collected the appellant's money, and the appellee bank was only the custodian of said money. The trial court granted the appellant's submission and dropped Mr. Abenego Dahn as party defendant on the basis that the appellant, being the plaintiff, had the right to determine who to assert its claim against and whom to relieve. The trial court then ordered the hearing by bench trial.

On February 4, 2013, the appellee filed a motion for summary judgment, contending *inter alia* that the 1<sup>st</sup> defendant having been prosecuted in a criminal action for the theft of the amount the appellant was claiming as special damages, adjudged guilty thereof, and ordered to retribute the amount of One Hundred Sixty-Six Thousand Eighty United States Dollars (US\$166,080.00), the action of damages for wrong instituted by the appellant could not be maintained to recover the same amount; that to do so would amount to unjust enrichment; that the appellant's purpose of instituting the action of damages for wrong against the 1<sup>st</sup> defendant, the appellee, and the 3<sup>rd</sup> defendant was to recover the same amount which the 1<sup>st</sup> defendant had been adjudged guilty of stealing by Criminal Court "C", and had been ordered to retribute said amount.

In its resistance to the motion for summary judgment, the appellant argued that the said motion could only lie where the court was satisfied that there was no genuine issue of fact in dispute and that the movant is entitled to judgment; that in the case at bar, the negligence of the appellee which resulted to the encashment of the appellant's checks amounting to One Hundred Sixty-Six Thousand Eighty United States Dollars (US\$166,080.00) was a factual matter in dispute; that the case having been ruled to trial

to determine the allegation against the appellee, the motion for summary judgment, being a pre-trial motion, could not lie.

Following a hearing of the motion for summary judgment, the trial court denied the motion and ordered the trial proceeded with on its merits.

The bench trial resumed on February 8, 2013, at which time the appellant produced two regular witnesses in persons of its CEO, Sherlock Mann, and its Finance Assistant, Tiagayla Tinn, and one expert witness in person of Cllr. Alexander B. Zoe to prove its case against the appellee's bank. On February 19, 2013, after the appellant rested with its production of evidence, the appellee bank filed a motion for judgment during trial alleging *infer alia* that the appellant failed to show the link between its United States based corporation and the subsidiary corporation, Kwaplah International (Liberia) in that the articles of incorporation of Kwaplah International (Liberia) does not reflect Kwaplah International (United States) as the parent corporation with shares in Kwaplah International (Liberia); that the alleged contracts which the appellant is relying on to claim damages were executed only after the filing of the action of damages for wrong, hence the appellant suffered no injury as a result of Mr. Abenego Dahn's transactions with the appellee bank; that unlike the appellee, the appellant had sufficient knowledge of the checks being in possession of Mr. Abenego Dahn, but did nothing to retrieve them or place a stop order to their encashment; that the appellant had requested the trial court to drop Mr. Abenego Dahn, the principle defendant in this case; and that all the appellant's evidence failed to show or prove that the appellee bank injured the appellant for which damages could lie.

On February 20, 2013, the appellant filed resistance to the motion wherein it alleged that the averments in the motion for judgment during trial are false; that Mr. Abenego Dahn did open the corporate account by fraudulent means and has been convicted for the crimes of theft of property and misapplication of entrusted property; that the appellant still had the right to prosecute Mr. Abenego Dahn regardless of a civil suit; and that the appellee's motion for judgment during trial should be denied since the appellant proved that the appellee failed to exercise due diligence in the matter of opening its corporate account.

On February 25, 2013, the trial court granted the motion for judgment during trial and terminated the case, stating *inter alia* that the appellant failed to prove its case against the appellee bank; that there is nothing in the articles of incorporation of Kwaplah

International (Liberia) to show or prove that Kwaplah International (United States) is a shareholder of Kwaplah International (Liberia) or a parent corporation; that the contracts the appellant relied on as the basis for its claim for damages were executed only after the filing of the action of damages for wrong; and that the appellant failed to produce evidence to prove the injury it suffered to be entitled to an award for damages.

The appellant noted exceptions to the trial court's final ruling, announced an appeal to the Supreme Court, and on March 7, 2013, filed a nine (9) count bill of exceptions essentially alleging therein that the trial court overlooked the fact that the appellee bank did not exercise due diligence before opening its corporate account and encashing the two checks; that Kwaplah International (United States) and Kwaplah International (Liberia) are one and the same company; and the appellant suffered injuries since it could not obtain loans to pre-finance its contracts. We quote below the appellant's bill of exceptions, to wit:

**“BILL OF EXCEPTIONS**

AND NOW COMES APPELLANT and most respectfully prays Your Honor and this Honorable Court to approve this Appellant's Bill of Exception for reasons herein stated and showeth as follows to wit:

1. That Your Honor erred and made a reversible error because Your Honor failed to take into account the fact that the bank failed to carry out any due diligence regarding the authority of Mr. Abenego Dahn to encash the check. That is to say, the bank had copy of the Articles of Incorporation which made no reference to Mr. Abenego Dahn, yet the bank did not request for any authorization from the Board of Directors or letters from the Shareholders since the communication that was presented by Abenego Dahn carried his name both as the Chairman of the Board and Secretary to the Board, contrary to the corporate law.
2. That Your Honor erred and made a reversible error because Your Honor failed to take into account, different contracts that were terminated, all due to the negligence of the bank, especially so, the contract for the supply of airport equipment to Roberts International Airport (RIA) that was worth more than **US\$800,000.00 (Eight Hundred Thousand United States Dollars)** which contract was also exhibited by the Plaintiff herein.
3. That Your Honor erred and made a reversible error because Your Honor stated in Your ruling that because the criminal court ruled against Abenego Dahn and ordered him to resituate, it means that the Plaintiff are not entitled to the general damages as claimed which sufficiently proven during the trial.
4. That Your Honor erred and made a reversible error because Your Honor failed to take into account the expert testimony which clearly stated that the bank failed to conduct due diligence in that where Mr. Dahn signed as both Chairman of the Board and Secretary to the Board, the bank would have asked for letters from the Board as a verification that Mr. Abenego Dahn had the authority to sign as both Chairman of the Board of Directors and Secretary to the Board at the same time to withdraw US\$166,000.00 (One Hundred Sixth Thousand United States Dollars).

5. That Your Honor erred and made a reversible error because Your Honor failed to take into account that the withdrawal of US\$166,000.00 (One Hundred Sixty-Six Thousand United States Dollars) by Abenego Dahn by making check withdrawal in his own name with his own signature contravene corporate practice in maintaining and operating a corporate account.
6. That Your Honor erred and made a reversible error because Your Honor denied the admissibility of those documentary evidence which were attached to the Appellant's Returns to the Motion for Summary Judgment relative to the cancellation of contracts in favor of Appellant due to the subject matter, while at the same time, you used some of the same documentary evidence to form support for Your ruling against the Appellant which shows complete bias, thereby making a reversible error.
7. That Your Honor erred and made a reversible error because Your Honor failed to take into account, that Kwaplah International USA and Kwaplah Liberia are one and the same, in that, the two entities were established by the same shareholders, share the same offices, the same Chairman of the Board and the same CEO, meaning that, basically, Kwaplah International USA and Kwaplah Liberia are not distinguishable. Anything that affects one affects the other.
8. That Your Honor erred and made a reversible error because Your Honor based your decision in granting the Motion for Judgment during trial on ground that the Appellant did not prove its allegations when, on the contrary, the Appellant produced four witnesses with corroborative testimonies which all pointed to the negligence of the Appellee to the damage of the Appellants.
9. That Your Honor erred and made a reversible error because in Your Honor's ruling you held that Abenego Dahn paid US\$50,000.00 (Fifty Thousand United States Dollars) fine to the Plaintiff when no document was submitted to you during the trial to establish that Abenego Dahn paid **US\$50,000.00** to the Appellant.

WHEREFORE AND IN VIEW OF THE FORGOING, Appellant most respectfully prays Your Honor and this Honorable Court to approve this Appellant's Bill of Exception, so that the Honorable the Supreme Court can review and correct the reversible errors contained in this Appellant's Bill of Exception and also grant unto the Appellant, all further relief that Your Honor will deem just and legal.”

Having reviewed the certified records, and considered the alleged errors imputed to the trial court, as presented in the appellants' nine (9) count bill of exceptions, we have determined that this case hinges on one issue for our consideration, as it is a settled principle of law that the Supreme Court is not bound to consider every issue raised in the bill of exceptions except those that are germane to the determination of the case. *CBL v. TRADEVCO*, Supreme Court Opinion October Term 2012; *Knuckles v. TRADEVCO*, 40 LLR 49, 53 (2000); *Vargas v. Morns*, 39LLR 18 24(1998); *Rizzo et al v. Metzger et al*, 38 LLR 476 (1997). In light of this legal principle, the only issue is whether or not the appellant sufficiently proved negligence and lack of due diligence by the appellee bank and the injury the appellant suffered as a result of said negligence for which damages will lie.

Recourse to the records shows that on February 25, 2013, the trial court terminated the action of damages for wrong by granting a motion for judgment during trial. A motion for judgment during trial is discretionary and is governed by Section 26.2 of the Civil Procedure Law which states:

“After the close of the evidence presented by an opposing party with respect to a claim or issue, or at any time on the basis of admissions, any party may move for judgment with respect to such claim or issue upon the ground that the moving party is entitled to judgment as a matter of law. The motion does not waive the right to trial by jury or to present further evidence even where it is made by all parties. If the court grants such a motion in an action tried by jury, it shall direct the jury what verdict to render, and if the jury disregards the direction, the court may in its discretion grant a new trial. If the court grants such a motion in an action tried by the court without a jury, the court as trier of the facts may then determine them and render judgment or may decline to render any judgment until the close of all the evidence. In such a case if the court renders judgment on the merits, the court shall make findings as provided in section 23.3(2).”

This Court has opined that the word ‘may’ as used in Section 26.2 of the Civil Procedure Law constitutes the exercise of judicial discretion, and the Supreme Court has defined the exercise of judicial discretion as: “a liberty or privilege to decide and act in accordance with what is fair and equitable under the peculiar circumstances of the particular case, guided by the spirit and principles of law, and [that the] exercise of such discretion is reviewable only for abuse thereof.” *Pioneer Construction v. International Bank Liberia Limited, Supreme Court Opinion, March Term, 2015*. This being said, we shall now review the appellant's evidence to determine whether or not the trial court fairly and equitably exercised its discretion in granting the motion for judgment during trial in favour of the appellee.

The records including the bill of exceptions attest that the appellant is claiming damages against the appellee bank primarily on the allegations that the appellee bank did not exercise due diligence before opening its' corporate account, and that the appellee bank acted negligent by encashing the two checks in the amount of US\$166,080.00 (One Hundred Sixty-Six Thousand Eighty United States Dollars) without authorization from the appellant, which acts injured the appellant for which damages will attach.

This Court says that it is not sufficient merely to allege an injury and claim damages thereof, but that the plaintiff seeking an award of damages must prove the injury complained of by the preponderance of the evidence, and that he has been damaged to a sum commensurate with the amount claimed as damages; absent the best evidence being produced, even the best laid down action will be defeated. *Lone Star Cell Corporation v. Jimmy Wright*, Supreme Court Opinion March Term A.D 2014; *The Management of Comium/Novafone v. Sumo Flomo*, Supreme Court Opinion, October Term, A. D. 2014; *Meridian BIAO Bank v. Mano Industries*, Supreme Court Opinion, October Term, A. D. 2012; *Harris v. Cove/la Rubber Corp.* Supreme Court Opinion October Term 2012; *Knuckles v. TRADEVCO*, 40 LLR 511 (2001); *Itoka v. Noelke* 6 LLR 329, 332 (1933).

This Court being guided by the above quoted principal of law on damages, will hence make a determination of this appeal on the premise that the burden of proof rests on the appellant, pursuant to Section 25.5 of the Civil Procedure Law; that in the present case, it is the appellant alone that bears the responsibility to prove by preponderance of evidence that: (i) the appellee bank acted negligent and did not exercise due diligence in the opening and handling of the appellant's corporate account; and (ii) that the conduct of the appellee's bank resulted into the appellant being financially injured for which damages will lie.

To substantiate its allegation, the records show, and as earlier stated, the appellant produced two regular witnesses in persons of its CEO, Sherlock Mann, and its Finance Assistant, Tiagayla Tinn, and one expert witness in person of Cllr. Alexander Zoe.

The appellants regular witnesses basically testified that the appellant is a United States based Corporation with a subsidiary corporation in Liberia; that Abenego Dahn was employed as Country Manager; that Mr. Abenego Dahn obtained a fraudulent board resolution in opening the account at the appellee's bank; that Mr. Abenego Dahn lacked the authority to open the said account or withdraw money therefrom; that although the appellant's corporate officers knew about the two checks being in the possession of Abenego Dahn, but had the bank applied due diligence, it would have found that Mr. Abenego Dahn lacked the authority to *sua sponte* authorize the opening of a corporate account in the name of the appellant, and that the documents he presented were fraudulent; that the bank's failure to exercise due care when it opened a corporate account in the name of the appellant, but without the said appellant's authorization or consent, the appellee facilitated the conversion of the appellant's monies from its use to that of Mr. Abenego Dahn.

We note the appellant's allegations of fraud and that its board's resolution was altered by its Country Manager, Mr. Abenego Dahn. The testimonies of these two regular witnesses failed to prove or establish the appellee bank's negligence, as the records show that Kwaplah International (United States) and Kwaplah International (Liberia) are two separate and distinct corporations; the former being a registered corporation based in the United States while the latter is a registered corporation based in Liberia. Under the laws of Liberia, a corporation is recognized as a separate and distinct legal entity with authority to sue and be sued, and to conduct business transactions with other natural persons or businesses. *The Association Law*, Rev. Code §5:2.5, *The Intestate of the late Shad Kaydea v The Turay Family*, Supreme Court Opinion, March Term, 2015', *Bhatti v. Henriès et al.*, 40 LLR 3 (2000). In the present case, the appellee bank transacted and conducted business with a registered corporation, Kwaplah International (Liberia) through its authorized agent Mr. Abenego Dahn; the articles of incorporation submitted to the appellee's bank is void of any affiliation, link or connection with Kwaplah International (United States) as a shareholder in Kwaplah International (Liberia) which would have put the appellee bank on notice of said relationship; that the appellant's senior corporate officer and Country Manager, Mr. Abenego Dahn, made representation to the appellee by acceptable and standard documents pertaining to such a transaction, which showed that he was authorized to transact with the bank on behalf of the appellant when he submitted the appellant's article of incorporation, board resolution and business license to the appellee bank; and that any reasonable person in the bank's position would have transacted with Mr. Abenego Dahn as the authorized agent to represent the appellant, especially in the absence of proof to show the contrary.

Furthermore, this Court cannot hold the appellee's bank liable when the said two regular witnesses admitted in their testimonies that Mr. Abenego Dahn was a senior authorized agent of the appellant; and that the appellant had sufficient knowledge of the checks in possession of Mr. Abenego Dahn but failed to take any action to protect its interests.

The appellant also relied on the testimony of its expert witness, Counsellor Alexander B. Zoe, to prove that the appellee did not adhere to banking practices and procedures and failed to follow the standard procedures and practices in the banking sector for the opening of corporate accounts.

This Court says that while the competency of Cllr. Zoe as an expert witness is not an issue of contention, it takes judicial notice that each commercial bank has its own

standard operating procedure which is approved by the Central Bank of Liberia. As such, it is not inconceivable that the requirements for the opening of accounts, *via*, savings, corporate, or any type of account for that matter, could vary among the commercial banks.

But assuming that all the commercial banks are bound to specific procedures and practices for the opening of accounts, in the instant case a corporate account, the records show that the said expert witness failed to present any proof of what those standards and procedures are, other than his mere opinion and perception, and how it varies from what the appellee followed when it opened the appellant's account. It is trite law that the best evidence which the case admits of must always be produced; that no evidence is sufficient which supposes the existence of better evidence. *Civil Procedure* how, Rev. Code 1:25.6; *Liberia Agriculture Co. (LAC) v Associated Dev. Co. (ADC)*, Supreme Court Opinion, October Term, 2011. In this case the best evidence would have been the appellee's Standard Operating Procedure Manual outlining the requirements and procedures for the opening of a corporate account, or one from the Central Bank of Liberia; or based on our reception statute, to produce and testify to general international procedures and practices regarding such matters. No such evidence was produced in the instant case, only the parole evidence provided by the appellant's expert witness, which cannot vitiate the documentary evidence adduced by the appellee indicating that the appellant's Country Manager complied with the banks policy on the opening of a corporate account.

For this Court to accept the appellant's contention that the appellee's bank did not exercise due diligence, the appellant should have first established what the minimum banking standard is, and then demonstrate that the appellee's bank failed to meet that minimum requirement. But this was not the case. To the converse, the records show that the appellant failed to deny the fact that its' Country Manager, Mr. Abenego Dahn, presented corporate papers required for the opening of a corporate account, and that it was based upon Mr. Abenego Dahn's representation that the appellee bank transacted with Kwaplah International (Liberia).

On the other hand, the appellee produced evidence to show that it strictly complied with its standard operating procedures for the opening of a corporate account, and that following the opening of the said account, it also complied with the Central Bank of Liberia's (CBL) regulation on clearing of checks. In substantiation thereof, the appellee presented documentary evidence (account statement) indicating that after the appellant's

Country Manager deposited the two checks into the account, the checks went through the regular process of clearing; that is, upon deposit of the checks on February 14, 2008, same were subsequently forwarded to the CBL Clearing House for credit authentication; that the first withdrawal from the appellant's account was done on February 18, 2008, four days after the deposit of the checks, and one day beyond the regulatory required period of three days for clearing. This evidence by the appellee, which was not rebutted by the appellant, discredits the appellant's allegations, *viz.*, that following the opening of the corporate account in the appellant's name, the appellee proceeded forthwith, on the same day of opening of the account, and encashed the checks over the counter.

As to the appellant's assertion that it was financially injured as a result of the appellee's negligence, this Court reiterates the principle of law cited *supra*, that a complainant is mandatorily required to prove the injury he complains of and in the instance where the party seeking damages fails to prove his/injury, the Supreme Court will decline to award damages on the basis that where there is no injury, damages will not attach. The appellant and its witnesses having failed to prove that the appellee's bank did not exercise due diligence in handling its corporate account, or that the conduct of the appellee bank resulted into the appellant's financial injuries, we hold that the trial court did not abuse its discretion when it granted the appellee's motion for judgment during trial as due to the lack of evidence and in consonance with the applicable law quoted herein, the appellee is entitled to judgment as a matter of law.

This Court further holds that the appellant's allegation that the appellee's bank did not conduct due diligence, without specifying or establishing the expected standard of care required of the appellee's bank, is too speculative, wanting, and legally bland to be accepted. Hence, there being no showing in the records that the appellee violated any procedures and requirements for the operation of a corporate account when it opened the account of Kwaplah International (Liberia), damages will not lie.

WHEREFORE AND IN VIEW OF THE FOREGOING, the final ruling of the trial court is affirmed, and the appellant's appeal is hereby denied. The Clerk of this Court is ordered to send a mandate to the trial court, commanding the judge presiding therein to resume jurisdiction over this case and enforce the Judgment of this Opinion. Costs are ruled against the appellant. AND IT IS SO ORDERED.

*Appeal Denied*

*When this case was called for hearing, Counsellors J. Laveli Supuwood and Zaiye B. Dehkee appeared for the appellant. Counsellor Golda A. Bonah Elliot of the Justice Advocates & Partners, Inc., appeared for the appellee.*