

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA  
SITTING IN ITS MARCH TERM, A.D. 2023

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  
BEFORE HIS HONOR.....YAMIE QUIQUI GBEISAY, SR.....ASSOCIATE JUSTICE

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Mr. Najib Kamand of the City of Monrovia, Montserrado  
County, Republic of Liberia.....Appellant }  
Versus } APPEAL  
Ms. Ding Shu Jun (a.k.a Nancy Chinese Lady) also of  
the City of Monrovia, Montserrado County, Liberia....Appellee }

**GROWING OUT OF THE CASE**

Mr. Najib Kamand (Labanese Businessman) also of  
the City of Monrovia, Montserrado County, Liberia....Petitioner }  
Versus } PETITION FOR A WRIT  
His Honor James E. Jones, Judge of the Debt Court for } OF CERTIORARI  
Montserrado County, Republic of Liberia.....1<sup>st</sup> Respondent }  
AND }  
Mr. Najib Kamand of the City of Monrovia, Montserrado }  
County, Republic of Liberia.....2<sup>nd</sup> Respondent }

**GROWING OUT OF THE CASE**

Mr. Najib Kamand of the City of Monrovia, Montserrado  
County, Republic of Liberia.....Movant }  
Versus } MOTION TO REFUSE  
Ms. Ding Shu Jun (a.k.a Nancy Chinese Lady) also of } JURISDICTION  
the City of Monrovia, Montserrado County, Liberia....Respondent }

**GROWING OUT OF THE CASE**

Ms. Ding Shu Jun (a.k.a Nancy Chinese Lady) also of  
the City of Monrovia, Montserrado County, Liberia.....Plaintiff }  
Versus } ACTION OF DEBT  
Mr. Najib Kamand of the City of Monrovia, Montserrado } BY ATTACHMENT  
County, Republic of Liberia.....Defendant }

HEARD: March 24, 2023

DECIDED: April 19, 2023

**MR. JUSTICE GBEISAY DELIVERED THE OPINION OF THE COURT**

This Court en banc has been called upon to review the decision of our distinguished colleague, Madam Justice Jamesetta Howard-Wolokolie, when she presided in Chambers during the March A.D. 2022 Term of this Court. The records of this case show that on December 17, 2020, Ms. Ding Shu Jun, also referred to as “Nancy Chinese Lady”, the appellee herein, filed an action of debt by attachment in the Debt Court of Montserrado County, against Mr. Najib Kamand (Labanese Businessman), the appellant herein, also of

the City of Monrovia, Montserrado County, Liberia. The appellee alleged that she loaned the appellant the total amount of Nine Hundred Thousand United States Dollars (US\$900,000.00) in two tranches of Six Hundred Thousand United States Dollars (US\$600,000.00) and Three Hundred Thousand United States Dollars (US\$300,000.00) respectively, on different dates and times, for the purpose of aiding the appellant in improving his business which, according to the appellee, was experiencing financial challenges. The appellee further alleged that the appellant had repaid the amount of Twenty Three Thousand One Hundred United States Dollars (US\$23,100.00) out of the total amount owed and has failed and refused to pay the balance amount to the appellee, despite several demands made by the appellee to the appellant to have the said amount paid in full. The appellee therefore prayed the Debt Court of Montserrado County to adjudge the appellant liable and order him to pay the outstanding amount owed her, and rule all costs of the proceeding against the appellant. The records show that in substantiation of her claims against the appellant, the appellee attached to her complaint the following instruments: a promissory note said to have been written by the appellant; and a contract which appears to have been executed between the appellant and the appellee for the amounts loan to him.

In his answer to the appellee's complaint, the appellant challenged the jurisdiction and/or authority of the Debt Court of Montserrado County to hear and make determination in this case on grounds that the amount in controversy exceeds Five Hundred Thousand United States Dollars (US\$500,000.00); that the proper venue for the case, according to the appellant, is the Commercial Court of Liberia based on the Commercial Code of Liberia. The appellant also challenged the loan agreement attached to the appellee's complaint and alleged that the signatures affixed to the loan documents and the promissory note are not his signature and should be disregarded as a matter of law. The appellant further contended that having raised the issue of fraud, the court should transfer the case at the Civil Law Court so that the jury can pass on the issue of fraud "before proceeding in the main case." The certified records before this Court show that, at the call of the case on regular assignment for the disposition of law issues, the appellee informed the court that he observed from the pleadings of the parties that there are mixture of law and factual issues and therefore request that the case should be ruled to trial on its merits. The certified records further show that the appellant's counsel interposed no objection. Thereupon, the court ruled, granting the appellee's request and stated that, "*the request to rule this case to trial is hereby granted and the case is therefore ruled to trial as containing mixed issues of law and facts in keeping with regular notice of assignment. AND SO ORDERED.*"

From the careful review of the records before this Court, it is observed that the trial in the court below was unnecessarily delayed for several months after pleading rested; because, the appellant asked for and was granted three consecutive continuances of two months each for being allegedly ill. The judge initially granted him two months. When the two months expired, the appellant again filed for continuance for another two months, and same was again granted by the judge. Upon expiration of the continuance for the subsequent two months, the appellant again filed for continuance for another two months on account of being ill, and same was granted. In total, the appellant was granted continuance for six months or One Hundred and Eighty days. The Court sees the action of the appellant and his counsel as a deliberate attempt to baffle, mystify and bamboozle this case with the aim of frustrating the ends of justice. The Court shall further comment on the appellant and his counsel dilatory tactics later in this opinion.

When the trial of the case finally commenced on its merits, the appellee presented evidence in support of her complaint and rested with the production of oral and documentary evidence. Thereupon, the appellant filed a motion for judgment during trial which was resisted by the appellee and denied by the judge. In the ruling delivered by the trial judge, the court held that there was no clear legal basis for the judgment during trial sought by the appellant, as there were issues of fact which must be thoroughly weighed and considered by the court. Accordingly, the appellant filed a petition for the writ of certiorari with the Justice in Chambers of this Court against the lower court rejection of his motion for judgment during trial. The petition was legally perused by the Justice in Chambers and denied; the judge was ordered by the Justice in Chambers to resume jurisdiction over the case and proceed according to law. The Court further notes that another exasperating attempt was again employed by the appellant's counsel to delay the trial of this case: that even though the assignment for the continuation of trial was duly served on the parties, the appellant counsels did not appear for the hearing of the case. Thereupon, the appellee's counsel moved the court for a judgment by default, owing to the deliberate failure of the appellant and his counsels to appear for the continuation of the trial. The judge did not enter default judgment as prayed for by the appellee, but postponed the ruling on the application made and ordered the issuance of another notice of assignment. Upon appearance for hearing on the issuance of a regular notice of assignment, the appellant's counsel appeared this time and filed a motion requesting the Debt court to refuse jurisdiction, contending that the court lacks jurisdiction to hear the case because the amount sued for exceeds Five Hundred Thousand United States Dollars (US\$500,000.00); that the case should be transferred to the Commercial Court of Liberia, which has jurisdiction over the amount sued for. The appellant further requested that the case

be transferred to the Civil Law Court to decide the issue of fraud raised by him in his answer. The judge rejected and set aside the motion to refuse jurisdiction, holding that the debt court only has a lower limit to its jurisdiction but no upward limit regarding the amount of claim it is authorized to hear and determine. The judge also held that the debt court is by law authorized to serve as judge and jury to hear and determine both issues of law and facts. Therefore, the appellant's motion was denied and set-aside and the case was ordered proceeded with on its merits. From this ruling of the Debt Court Judge, the appellant filed the petition for the writ of certiorari, which was ordered issued by His Honor Joseph N. Nagbe, the Justice presiding in Chambers at the time, but made no ruling in the case while serving in Chambers. The case remained pending undetermined until Madam Justice Jamesetta Howard-Wolokolie, succeeded Mr. Justice Nagbe as Justice in Chambers of this Court. Upon the review of the lower court's ruling, heard arguments pro et con on the appellant's petition for the writ of certiorari and considering the laws cited and relied upon by the parties, Madam Justice Jamesetta Howard-Wolokolie found that there was no legal basis to grant the appellant's request for the writ of certiorari; that the petition was filed merely to delay the conclusion of the case in the debt court. The Justice ordered the alternative writ issued quashed, and denied the peremptory writ. Madam Justice Wolokolie ruled that the amendment to the New Judiciary Law postdates the establishment of the Commercial Court; that the Act creating the Commercial Court also states that it shall have concurrent jurisdiction with the Debt Court and cases filed in one court may not be moved to the other. The appellant's counsel excepted to the ruling of the Justice in Chambers and announced an appeal to this Court en banc.

The appellant's contention is subject matter jurisdiction; that the Debt Court of Montserrat County lacks jurisdiction to entertain action of debt in which the amount exceeds Five Hundred Thousand United States Dollars (US\$500,000.00), which is cognizable before the Commercial Court; that the Act creating the Debt Court gives it the authority to hear debt cases above Two Thousand and one cent United States Dollars (US\$2000.01), whereas the Act Creating the Commercial Court gives it the power to listen to cases claims above Fifteen Thousand United States Dollars (US\$15,000.00); that there is nowhere in the Debt Court Act that expressly states that the Debt Court has jurisdiction to hear matters above Five Hundred Thousand United States Dollars (US\$500,000.00), except the Commercial Court; that the creation of the Commercial Court, which gives the Commercial Court the authority to listen to debt cases above Five Hundred Thousand United States Dollars (US\$500,000.00), automatically takes away from the Debt Court the power to attend to matters of debt above Five Hundred Thousand United States Dollars (US\$500,000.00) under the doctrine of recency.

From the contentions of the parties, the laws relied upon and their respective positions taken during arguments before us, this Court has determined that there are two issues determinative of this case. They are:

1. Whether or not the determination and conclusion of Madam Justice Jamesetta Howard-Wolokolie is supported by the law?
2. Whether or not certiorari will lie; considering the facts and circumstances in this case.

We shall proceed to address these issues in the order in which they are presented; beginning with, whether or not the then determination and conclusion of Madam Justice Jamesetta Howard-Wolokolie is supported by the law extant in this jurisdiction?

To begin with, Jurisdiction is an essential component of our jurisprudence in Liberia. It determines whether or not a court of law will proceed in hearing the merits of a case before it. The law in this jurisdiction is that no court of law can entertain a matter over which it has no jurisdiction. This is precisely why whenever the issue of a court's jurisdiction is raised, everything in the case becomes subordinated until the court has determined its jurisdiction to hear and dispose of the particular matter. *Scanship (Lib.) Inc. v. Flomo* [2002] LRSC 21; 41LLR 181, 2002. Hence, the court is also duty bound to take due cognizance of its own jurisdiction. If a court lacks jurisdiction to entertain a matter, whatever decision or judgment it renders is a legal nullity. *Scanship (Lib.) Inc. v. Flomo* [2002] LRSC 21; 41LLR 181, 2002; *Min. of Lands, Mines and Energy v. Liberty Gold and Diamond Company et al.* [2014] LRSC 5 (10 January 2014). To render judgment binding, the court must have jurisdiction over the person and subject matter, otherwise the judgment is void and of no effect. *Lutheran Church in Liberia v. Natt et al* [2007] LRSC 15 (2007). *Blamo v. Zulu, Toe et al.* [1983] LRSC 16; 30LLR 586 (1983). A judgment is void if it is not rendered by a court with competency to render it. *Campagnie Des Cables Sud-America v. Johnson* [1952] LRSC 23; 11LLR, 264, 269 (1952); *Lutheran Church in Liberia v. Natt et al* [2007] LRSC 15 (2007). Our circuit courts are statutory courts which derived their being and scope of powers from the statute creating them, and they cannot therefore exercise any jurisdiction beyond that which the statutes confer. *Williams v. Abraham*, [1971] LRSC 10; 20LLR 220, Syl. 1 (1971); *Lamin et al. v. SCF (UK)* [2000] LRSC 10; 40LLR 96 (21 July 2000). The appellant in this case alleges that the Debt Court of Montserrado County lacks jurisdiction to hear and make determination in an action of debt in which the amount is above Five Hundred Thousand United States Dollars (US\$500,000.00). The appellant contends that by the creation of the Commercial Court, which gives the Commercial Court the authority to hear debt cases above Five Hundred Thousand United States Dollars (US\$500,000.00), automatically takes away from the Debt Court the power to

attend to matters of debt above Five Hundred Thousand United States Dollars (US\$500,000.00) under the doctrine of recency.

*The Debt Court of Montserrado County is a creation of the New Judiciary Law of Liberia. Chapter 4, Section 4.2 of the New Judiciary Law states that:*

“The Debt Court shall have exclusive original jurisdiction of all civil actions to obtain payment of a debt in which the amount is \$2,000.01 (two thousand dollars and one cent) or more. It shall not exercise original jurisdiction where the amount is less than \$2,000.01 (two thousand dollars and one cent). The procedure of the Debt Court and the method of enforcement of its judgments shall be the same as that of the Circuit Court in civil actions. Appeals from judgments of the Debt Court in an Action of Debt shall not operate as a stay in the enforcement of the judgment thereof, except where the party was denied his day in court; or where the amount of the indebtedness is in dispute. Nor shall the institution of remedial proceedings operate as a stay in the enforcement of such judgment, except where the party was denied his day in court; or where the amount of the indebtedness is in dispute. And the Debt Courts shall exercise concurrent jurisdiction with the Circuit Courts in the issuance of the Writ of NE EXEAT REPUBLICA in matters arising out of debt cases. *[Emphasis provided]*.”

The above provision of the law created the debt courts and vested in them the authority to hear and determine actions for the payment of debt. In 2013, the legislature amended the Judiciary Law relating to the jurisdiction of the debt courts. In the amendment, the legislature empowered the debt courts to exercise original jurisdiction over all civil actions to obtain payment of a debt in which the amount is Two Thousand Dollars and one cent (\$2,000.01) or more. It shall not exercise original jurisdiction where the amount is less than Two Thousand Dollars and one cent. We note with particularity that the amendment created no upper limit on the amount over which the debt court can exercise jurisdiction, even though the minimum is fully established. This means that once the debt claimed is US\$2,000.01 or more, the debt courts within the bailiwick of this Republic are properly situated to exercise jurisdiction, and any person who desires to file an action of debt above Fifteen Thousand United States Dollars (US\$15,000.00) though cognizable before the Commercial Court, may choose to go to the Debt Court to file his/her/it claim.

Accordingly, the Commercial Code of Liberia, article II of the Act creating the Commercial Court of Liberia clearly and unambiguously states the jurisdiction of the Commercial court in respect to amount that it has jurisdiction over. The relevant provision states:

“The Commercial Court shall have jurisdiction over and in all civil actions arising out of or in relation to commercial transactions in which the claim is at least fifteen thousand US dollars (US\$15,000.00), and all cases of admiralty, including without limitations any of the followings:

- a. All disputes arising out of a sale or lease of any property whatsoever, except realty;

- b. All dispute arising in connection with the creation, negotiation, and enforcement of any negotiable instrument, including the liabilities and rights associated therewith;
  - c. Any action to enforce a security agreement or foreclose a mortgage created in accordance with the provisions of the Commercial Code, which is Title 7 of the Liberian Codes of Laws Revised;
  - d. Any action arising out of the creation, performance, interpretation, assignment and or modification of an agreement creating an agency, partnership, corporation or similar business relationship;
  - e. All cases of admiralty, including the creation, registration, priority, and foreclosure of maritime mortgages that which are governed by the Liberian Maritime Law, which is Title 21 of the Liberian Codes of Laws Revised; and
  - f. To hear and decide appeals from, applications to enforce, final decisions of an arbitral panel appointed in keeping with Chapter 7 of the Commercial Code.”
- ARTICLE II: JURISDICTION OF THE COMMERCIAL COURT. *[emphasis supplied]*

From the textual meaning of this provision of the statute the Commercial Court have jurisdiction over and in all civil actions arising out of or in relation to commercial transactions in which the claim is at least fifteen thousand US dollars (US\$15,000.00). It is important to note that in 2013, three years after the commercial code was passed into law, the National Legislature promulgated an amendment relating to the jurisdiction of the Debt Court. If the Legislature had intended to limit the trial jurisdiction of the Debt Court to an amount not exceeding Fifteen Thousand United States Dollars (\$15,000.00) and vest same solely in the Commercial Court as contended by the appellant, the National Legislature would have stated that in the amendment. Since the Legislature did not do so, it leaves this Court with no alternative but to follow the plain language of the law. This Court had held in several of its opinions that “it is not within the province of the Supreme Court to add or subtract from legislation where the meaning is so plain; *Multinational Gas and Petrochemical Company v. Crystal Steamship Corporation*, 27 LLR, 198, 205 (1978); *Pioneer Construction Company v Her Honor Morgan et al*, *Supreme Court Opinion, March Term, 2015*. Accordingly, the Act Creating the Commercial Court expressly states at Article 11(2) and (3) that the Commercial Court has concurrent jurisdiction with the Debt Court over actions to obtain payments of debt, and that an action to obtain payment of a debt may not be moved from the court in which it has been instituted. Article XIV(1) & (2) states:

“AMENDMENTS

1. Section 3.2 of the Judiciary Law, Title 17, Liberian Code of Laws Revised is hereby amended by removing trial jurisdiction over cases of admiralty from the Circuit Courts to the Commercial Court.
2. Section 4.2 of the Judiciary Law, Title 17, Liberian Code of Laws Revised is hereby amended by removing the exclusive jurisdiction granted the Debt Court over actions to obtain payment of debt and to provide for concurrent jurisdiction for the Commercial

Court and the Debt Court over actions to obtain payment of debts.” [emphasis supplied].

This clearly shows and/or demonstrates the legislative intent that claims for debt may be filed before the Commercial Court and/or the Debt Court based on preference. The Plaintiff may decide which court to venue his/her/it's action of debt; however, once an action of debt is venue before a particular court, it shall not be transferred from the said court until it is finally adjudicated and the dissatisfied party may elect to appeal to this Court en banc. We note that claims for debt in the Commercial Court however being more out of commercial transactions and for which the Commercial Court was established, and that an action for payment of debt is only initiated in these courts based on the initial threshold set by law. We fully agree with the determination and conclusion of our distinguished colleague, Madam Justice Wolokolie. The Justice held that the Debt Court has subject matter jurisdiction and the trial judge proceeded properly when he dismissed the appellant's motion. The Justice concluded that,

“...the petition filed by the petitioner having no legal basis, and the petition been filed merely to delay the conclusion of the matter in the debt court, we hereby quashed the alternative writ issued and deny the peremptory prayed for...”

We hold that the Debt Court of Montserrado County and all Debt courts in the bailiwick of the Republic of Liberia have jurisdiction to hear and make determination in cases wherein the amounts sue for is above Two Thousand Dollars and one cent (\$2,000.01) or more. This means that the Debt Court has jurisdiction to hear and determine an action of debt in which the amount exceeds Five Hundred Thousand United States Dollars (US\$500,000.00). We hold further that the trial Judge properly and correctly ruled when he denied the appellant's motion to dismiss for lack of jurisdiction.

We shall now address next, whether or not certiorari will lie, considering the facts and circumstances in this case. We say NO. Certiorari is a writ issued from a superior court to an inferior court commanding the latter to send up its records for review to correct decisions of officials, boards or agencies acting in a judicial capacity, or to review an intermediate order or interlocutory judgment of a trial court that is considered erroneous. Certiorari concerns itself only with the records; it is to review the records and correct prejudicial errors of a trial court during the pendency of a case. Civil Procedure Law, Rev. Code 1: 16.21.

*Jidsanc Inc. et al v Pearson et al [1988] LRSC 108; 35 LLR 742 (1988) (29 December 1988).*

The principal office of the writ is to determine whether the conduct of an inferior tribunal was within the jurisdiction and otherwise legal, that is, to control the action of the inferior tribunal and to keep it within its jurisdiction. The function of a writ of certiorari is to correct substantial errors of law committed by a judicial or quasi-judicial tribunal which are not otherwise re

viewable by a court. 14 AM JUR 2d., *Certiorari*, at 799.” *Farrel/Denco Shipping et al v. Williams et al*, 35 LLR page 476 (1988). Because of the unique nature of this writ and the associating standard or height that must be reached for its attainment, *Certiorari* will not be granted to correct the action of a trial judge if he or she has not issued an interlocutory ruling that prejudiced the rights of the applicant, in this case the appellant. It is the inadequacy, not merely the absence of other legal remedies, and the danger of a failure of justice without the writ, that must usually determine the priority of *certiorari*. *Larmie v Banks et al* [1985] LRSC 9; 33 LLR 3 (1985) (20 June 1985); *Jidsanc Inc. et al v Pearson et al* [1988] LRSC 108; 35 LLR 742 (1988) (29 December 1988); *Jawhary v Greaves* [2001] LRSC 15; 40 LLR 489 (2001) (5 July 2001). We hold that the trial judge did not commit any error when he ruled denying the appellant’s motion to dismiss. The Debt Court of Montserrado County has jurisdiction over the amount sued for consistent with law.

Consequently, this court’s attention is drawn to the unwarranted and unjustified delay of the hearing of this case by the court below based on the several unnecessary and unwarranted excuses requested by the appellant’s counsels. A careful perusal of the records in the case shows that, subsequent to the disposition of law issues, the trial of the case should have commenced; but the appellant’s counsel filed a request with the court for a three-month continuance on account of illness. The trial judge granted the said request with modification of two months. When the two months expired, the appellant’s counsel again filed for continuance for another two months; and same was again granted by the trial judge. Upon expiration of the continuance for the sequent two months, the appellant’s counsel again filed for continuance for another two months on account of illness of the appellant; and same was again granted. In total, the appellant was granted continuance for six months or one Hundred and Eighty days. This is very much unacceptable. When the trial of the case resumed, the appellee adduced evidence in Support of her complaint and rested with the production of evidence. Thereupon, the appellant filed a motion for judgment during trial, which was resisted by the appellee and denied by the trial judge. The judge held that there was no clear legal basis for the judgment sought by the appellant as there were issues of fact which must be thoroughly weighed and considered by the court. The appellant subsequently filed a petition for the Writ of *Certiorari* with the Justice in Chamber against the denial of his motion for judgment during trial. The Justice denied the issuance of the writ and ordered the trial court to resume jurisdiction over the case and proceed according to law.

We take due cognizance of the unacceptable, improper and obnoxious conduct of the appellant’s counsel which led to the unwarranted delay of the case for several years up to

and including the date of this opinion. The conduct of the appellant's counsel undermines the rule of law and the dispensation of justice, and it was clearly intended to frustrate the ends of justice. The conducts of the Lawyers in this jurisdiction are governed by the Code of Moral and Professional Ethics. All lawyers have the legal obligation and duty to ensure that his/her actions and/or conduct are in confirmative with the code. Failure, the necessary punitive measure(s) will be employed to safe the integrity and reliability of this noble profession and the rule of law in Liberia. *Rule 24 Code of Moral and Professional Ethics* states:

“A lawyer's word of honor is sacred and his dealings in all matters, and on all occasion, should be such as repugnant to his oath, and degrading to his profession.”

Rule 31 also states that:

“The lawyer must decline to conduct a civil case, or make a defense when convinced that it is intended merely to harass or injure the opposite party or to work oppression or wrong. But otherwise it is his right, and having accepted retainer, it becomes his duty to insist upon the judgment of the court as to the legal merits of his client's claim.”

His appearance in court should be deemed equivalent to an assertion on his honor that in his opinion his client's case is one proper for judicial determination.” [Emphasis supplied]

The conduct of appellant's counsels in this case is reprehensible and hereby seriously condemned by this Court in no uncertain term. Consequently, the Counsels, in persons of Counsellors Arthur T. Johnson, Swaliho A. Sesay and Edwin G. Barclay are each fined the amount of Five Hundred United States Dollars (US\$500.00) for their reckless, deliberate and intentional misconduct that has the audacity to brand the court as the conduit of delay for the disposition of justiciable cause. The said amounts are ordered paid into government revenue within seventy-two (72) hours effective as of the reading of the mandate from this Court. The counsels and all other lawyers in this jurisdiction are hereby cautioned to act within the confines of law in the advocacy of their client's interest.

WHEREFORE AND IN VIEW OF THE FOREGOING, the ruling of the Justice in Chamber is hereby confirmed and affirmed. The appellant's petition, being without any legal basis, and filed with the intent to delay the conclusion of this case in the Debt Court, it is hereby dismissed. The alternative writ of certiorari issued is hereby squashed, and the peremptory writ prayed for is denied. The Clerk of this Court is hereby ordered to send a mandate to the Judge presiding in the Court below to resume jurisdiction in this case and give priority to the speedy and expeditious determination of this case. Costs are to abide final determination. AND IT IS HEREBY SO ORDERED.

Ruling Confirmed & affirmed.

*When this case was called for hearing Counsellors Arthur T. Johnson, Swaliho A. Sesay and Edwin G. Barclay appeared for the appellant. Counsellors Amara M. Sherif, Eugene L. Massaquoi and Aloysius T. Jappah appeared for the appellee.*