

IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA,
SITTING IN ITS OCTOBER TERM, A. D. 2024.

BEFORE HER HONOR: SIE-A-NYENE G. YUOH CHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA ASSOCIATE JUSTICE
BEFORE HIS HONOR : YAMIE QUIQUI GBEISAY, SR ASSOCIATE JUSTICE
BEFORE HER HONOR: CEATNEH D. CLINTON-JOHNSON..... ASSOCIATE JUSTICE

GRIEVANCE AND ETHICS COMMITTEE INVESTIGATIVE REPORT ON
A COMPLAINT FILED BY THE CONCERNED CITIZENS OF GOLLA
KONNEH DISTRICT, GRAND CAPE MOUNT COUNTY AGAINST
COUNSELLOR BENEDICT F. SANNOH.

Heard: November 13, 2024

Decided: February 17, 2025

MR. JUSTICE KABA DELIVERED THE OPINION OF THE COURT

On November 28, 2022, the Concerned Citizens of Gola Konneh District, Grand Cape Mount County, filed a complaint with Her Honor Sie-A-Nyene G. Yuoh, Chief Justice of the Supreme Court of the Republic of Liberia, against Counsellor Benedict F. Sannoh, alleging unethical conduct.

The complaint substantially averred that Counsellor Sannoh misled some of the people of Gola Konneh District into believing that the chiefs and elders of the said district have the legal capacity to enter into a legal retainer agreement with him on behalf of their district, that the respondent charged the complainant exorbitant fees, 20% of any amount recovered, notwithstanding the magnitude of services he provides; that the respondent received US\$90,000.00 (Ninety Thousand United States Dollars) of US\$450,000.00 (Four Hundred Fifty Thousand United States Dollars) paid to the complainant by Bea Mountain Mining Corporation (BMMC) as community development fund that was disproportionate to the service provided by the respondent; that it is illegal for the respondent to represent the district in cases of this nature; and that the respondent violated Rule 16 of the Code of Moral and Ethical Conduct of Lawyers.

Following practice and procedure, the Chief Justice transmitted the complaint to the Grievance and Ethics Committee (GEC) for investigation

filed by the surrounding communities of Bea Mountain Mining Corporation which is pending undetermined in the Civil Law Court of the Sixth Judicial Circuit, Montserrado County, hence the Grievance and Ethics Committee lacks jurisdiction over the said averments; that charging twenty percent (20%) in a contingency retainer agreement, as in the instant case, is not by any standard, national or international, exorbitant as claimed by the Complainants; that Rule 16 of the Code of Moral and Ethical Conduct of Lawyers does not set a maximum percentage that should be charged as fees in contingency retainer agreements; that the allegation that the defendant is requesting direct representation for Gola Konneh District during the negotiations for the new Mineral Development Agreement for BMMC, is correct; that it is not the province of the Grievance and Ethics Committee to declare a Retainer Agreement duly negotiated and entered into between competent contracting parties, illegal, null and void as prayed for by the complainants; that the Constitution of the Republic of Liberia expressly recognizes and protects the sanctity of contracts and it is only a court of competent jurisdiction, consistent with due process of law, can declare a contract illegal, null and void; that the retainer fees is not overstated as alleged by the complainants, but rather a product of negotiations between competent contracting parties; that the fees paid and received are consistent with the terms and conditions of the Retainer Agreement and does not constitute a violation of Rule 16 of the Code of Moral and Ethical Conduct of lawyers; that the allegation that the team leaders represented themselves and there was nothing that the defendant said at the negotiations and that no representations was made by him is misleading and totally incorrect; that it was the defendant who drafted the MOU for the 2% payments for each of the three clans, following several days of negotiations at the Royal Hotel; that following the signing of the Retainer Agreement, and after the Government functionaries failed, neglected and refused to respond to the several communications addressed to them, defendant filed a Petition for Specific Performance against the Government of Liberia and Bea Mountain in the Fifth Judicial Circuit, Grand Cape Mount County, which he later discontinued and filed an Action of Declaratory Judgment in the Civil Law Court of the Sixth Judicial Circuit, Montserrado County; and that the relief requested has no legal and

factual basis, in that it is not within the jurisdiction of the Grievance and Ethics Committee to grant such relief.

Upon receipt of the respondent's returns, the Grievance and Ethics Committee convened its hearings after citing the parties on November 1, 2023. At the conclusion of the investigation, the GEC finds no evidence that Cllr. Sannoh breached any provision of the Code of Moral and Ethical Conduct of Lawyers and recommended that this Court dismiss the complaint.

Based on the facts, circumstances, and arguments presented by the parties in this case, this Court identified one issue pertinent to the determination of this matter, and the issue is:

Whether or not the respondent violated Rule 16 of the Code of Moral and Ethical Conduct of Lawyers?

Rule 16 of the Code of Moral and Ethical Conduct of Lawyers states, "In fixing fees, a lawyer should avoid charges which overestimate his advice and services, as well as those which under-value them. A client's ability to pay cannot justify a charge over the value of the service, though his property may require a lesser charge or even none at all. The reasonable requests of brother-lawyers, and of their widows and orphans without ample means, should receive special and kindly consideration. In determining charges for services to a client, it is proper for a lawyer to consider a schedule of minimum charge prescribed by the Bar Association in such cases, and it is unprofessional for a lawyer to charge a fee lower than his brother-lawyer had charged a client, in an effort to court the client business".

Based on the review of the records, the respondent entered into a valid retainer agreement with the people of Gola Konneh District to provide legal services. The contract provides that the respondent is entitled to 20% of any amount of money he recovers for the people of Gola Konneh District. The respondent recovered US\$450,000.00 for the people of Gola Konneh district and two other districts from the Bea Mountain Mining Corporation as social development funds and was entitled to US\$90,000.00, constituting

20% of the retainer agreement. Hence, he received the US\$90,000. The parties to the agreement had the capacity to consummate the agreement as executed, and none of the parties to the said agreement questioned the legality of the agreement. So, we do not see how the respondent violated Rule 16 of the Code of Moral and Ethical Conduct of Lawyers in executing the retainer agreement as alleged by the complainant. Without violating any of the Code of Moral and Ethical Conduct provisions, this Court cannot penalize the respondent.

The complainant, not privy to the retainer agreement, lacks the legal capacity or competence to file this complaint on behalf of the people of Gola Konneh District.

Wherefore, and in view of the foregoing, the report of the Grievance and Ethics Committee (GEC) of the Judiciary exonerating the respondent from all charges of ethical misconduct is affirmed. The Clerk of this Court is hereby ordered to inform the parties of this decision. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLOR BENEDICT F. SANNOH APPEARED PRO SEC. COUNSELLORS TOMMY N. DOUGBA, KUKU Y. DORBOR, BHARTOR CORA HOLMES VARMAH AND J. AWIA VANKAN APPEARED AS AMICUS CURIAE.