

IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC
OF LIBERIA, SITTING IN ITS OCTOBER TERM, A.D. 2018

BEFORE HIS HONOR: FRANCIS S. KORKPOR, SR.....CHIEF JUSTICE
BEFORE HIS HONOR: KABINEH M. JA'NEH.....ASSOCIATE JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE
BEFORE HER HONOR: SIE-A-NYENE G. YUOH.....ASSOCIATE JUSTICE
BEFORE HIS HONOR: JOSEPH N. NAGBE.....ASSOCIATE JUSTICE

Abdullah M. Hussein and Zeinab M. Hussein, all of	)	
Clara Town, Monrovia, Republic of	)	
Liberia.....INFORMANTS	)	
	)	
VERSUS	)	
	)	BILL OF INFORMATION
His Honor Kabineh M. Ja'neh, Associate Justice presiding in	)	
Chambers and His Honor J. Boima Kontoe, Presiding Judge,	)	
Sixth Judicial Circuit and Erico World Wide Venture, represented	)	
by the Managing Director, Eric C. Wellington of Clara Town,	)	
Republic of Liberia.....RESPONDENTS	)	
	)	
<u>GROWING OUT OF THE CASE :</u>	)	
	)	
Abdullah M. Hussein and Zeinab M. Hussein of the	)	
City of Monrovia.....INFORMANTS	)	
	)	BILL OF
VERSUS	)	INFORMATION
	)	
Erico World Wide Venture.....RESPONDENT	)	

Heard: October 22, 2018

Decided: December 20, 2018

When this case was called for hearing, Counsellor Cooper W. Kruah of the Henries Law Firm appeared for the informants. Counsellors Tiawon S. Gongloe and G. Weifueh Alfred Sayeh appeared for the respondents.

MR. JUSTICE NAGBE DELIVERED THE OPINION OF THE COURT.

This case is before the Full Bench of the Supreme Court growing out of a Bill of Information filed by informants, alleging that Chambers Justice, His Honor Kabineh M. Ja'neh, without issuing the alternative writ, issued out a mandate to Judge J. Boima Kontoe, Assigned Circuit Judge, Sixth Judicial Circuit, Montserrado County, Liberia, to evict Informants from their property and repossess co-respondent, Erico World Wide Venture, contrary to the practice and procedure in this jurisdiction.

The genesis of the above entitled cause of action as gleaned from the certified records before this Court revealed that:

Laura Tucker, owner of 4.97 acres of land situated on the Bushrod Island, leased this property to AGIP, a petroleum company in 1978. In 1983, AGIP subleased the property to Mobil Oil Liberia, Incorporated. Subsequently in 1997, Mobil Oil Liberia assigned its leasehold rights to the Aminata & Sons, Inc. Laura Tucker died intestate and her son, William C. Tubman, became Administrator for the estate. In 2004, William C. Tubman executed a memorandum of understanding with Informants for the purchase of two (2) lots of land from the 4.97 acres assigned to the Aminata & Sons, Inc. and a title deed issued to the effect.

In 2006, Aminata & Sons, lessee, and William C. Tubman, lessor executed an addendum to the lease agreement of 1978 to reduce the 4.97 acres by two lots thus, leaving Aminata & Sons with 4.47 acres under the amended agreement. The amended portion of the original lease is quoted as follows:

“the demised premises as described in the lease to be 4.97 acres is now 4.47 acres and no more by virtue of a memorandum of understanding executed on the 14th October A.D. 2004 by and between Mr. Samuel C. Tubman, administrator of the Laura Tucker intestate estate and Mohammed Housseini, the 4.97 acres as expressed in the Agreement is reduced by two (2) lots or 0.5 acres which is further described as follows”:

“Commencing at the south eastern corner of a concrete fence separating the piece of land occupied by the Trawallys’ thence running in the South Eastern direction 177 feet along the U.N. Drive to a point; thence running in the North Eastern direction 105 feet and parallel with an existing road to a point; thence running in the North Western direction 135 feet 25 inches to a point; thence running the South Western direction 103 feet and parallel with the said concrete fence to the place of commencement and containing 2.0 lots of land and no more having a balance of 4.47 acres for AMINATA AND SONS”.

In 2007, the shareholders of Aminata & Sons decided to distribute the assets of the company due to misunderstanding. Portion of the 4.47 acres was offered to Aminata & Sons and Abraham Kaydea took portion. Later, in 2008, co-respondent, Erico World Wide Venture,

entered into a memorandum of understanding with Abraham Kaydea so that Abraham Kaydea would negotiate with Aminata & Sons to lease 1.47 lots from the 4.47 acres to Erico World Wide Venture. The memorandum of understanding entered into by Aminata & Sons and Erico World Wide Venture and, having acquired the 1.47 lots of land from Aminata & Sons, Erico World Wide Venture constructed stores on the piece of property acquired.

Informants realizing that the portion of land on which Erico World Wide Venture had built its structures is informants' land, brought to the attention of co-respondent, Erico World Wide Venture that it had encroached on informants' land and therefore requested Erico World Wide Venture to relinquish same. Because Erico World Wide Venture failed to adhere to Informants' request, informants, on February 10, 2010, instituted a Cancellation Proceedings in the Civil Law Court, Sixth Judicial Circuit, Montserrado County, Liberia, against co-respondent, Erico World Wide Venture, and those to whom co-respondent, Erico World Wide Venture had subleased the property, contending principally that, co-respondent, Erico World Wide Venture, relying on the memorandum of understanding executed between it and Aminata & Sons has extended its occupancy on informants' two (2) lots of land. Informants contended further that in as much as co-respondent, Erico World Wide Venture and Abraham Kaydea executed a memorandum of understanding in 2008, its two (2) lots earlier bought in 2006 could not be part of the 4.47 acres covered by Aminata & Sons, Inc. amended lease of 2008 which detached the said two (2) lots of land.

Erico World Wide Venture filed Returns acknowledging that Informants/Petitioners bought two lots from the Intestate Estate of Laura W. Tucker and, as a consequence of the Returns informants filed a motion for Summary Judgment. On April 13, 2010, Judge Yussif D. Kaba, Presiding Judge over the Civil Law Court, Sixth Judicial Circuit, Montserrado County, Liberia, heard the motion on its merits and granted same thus cancelling the Agreement. There was no exception taken by the co-respondent, Erico World Wide Venture, neither did co-respondent, Erico World Wide Venture announce an appeal from the final ruling.

On the 14th of April, 2010, the Civil Law Court issued the writ of possession to evict the co-respondent, Erico World Wide Venture from Informants' property in keeping with the Court's final ruling. Notwithstanding the writ of possession, informants and co-respondent, Erico World Wide Venture, executed a memorandum of understanding on April 19, 2010 for a period of ten (10) months for co-respondent,

Erico World Wide Venture, to continue occupancy of informants' property for the period granted herein. We quote verbatim the memorandum of understanding for clarity:

"THIS MEMORANDUM OF UNDERSTANDING, made and entered into between Mr. Mohammed Housseini, natural born father of Abdallah M. Housseini and Zeinab M. Housseini, owner of two (2) lots parcel of land situated at Clara Town, Bushrod Island, Monrovia,, hereinafter to be known and referred to as OWNER, and Erico World Wide Venture, through Mr. Eric C. Wellington, hereinafter to be known and referred to as the OCCUPANT, also of Clara Town, Bushrod Island, Monrovia, hereby:
WITNESSETH:

1. That in consideration of the OCCUPANT remaining in occupancy and possession of the said two (20 lots of the OWNER for the next nine (9) months of the year 2010, that is to say from April to December 31, 2010, the OCCUPANT has agreed to pay, or cause to be paid to the OWNER of the said two (2) lots, the sum of Two Thousand Five Hundred united States Dollars (US\$2,500.00) to cover said period herein granted.
2. That the modality of payment of the above sum of money mutually agreed upon for the said nine (9) months is (a) upon the signing of this MOU, the sum of One Thousand, five Hundred United States Dollars (US\$1,500.00) shall be paid by the OCCUPANT with a postdated check in the sum of one Thousand united States Dollars (US\$1,000.00) encashable on June 30, A.D. 2010; and that upon compliance with 1 and 2 herein, the premises within the said two (2) lots which have been sealed, shall be immediately re-opened.
3. That the OCCUPANT expressly and clearly understands that unless the terms and conditions for a longer lease are mutually agreed upon between the OWNER and the OCCUPANT between the month of June and December, A.D. 2010, then in the absence of any such negotiated and mutually agreed lease, the OCCUPANT agrees to turn over the keys for said premises covered by this MOU to the OWNER, without any delay or trouble on December 31, A.D. 2010, failure which the OWNER is hereby authorized by the OCCUPANT to enforce the Court's Writ of Possession of April 14, A.D. 2010.

IN WITNESS WHEREOF, we have executed this MOU and, as evidence of our mutual understanding, hereunto affixed out respective genuine signatures on this 19th day of April, A.D. 2010.

Mohammed Housseini
OWNER

Eric C. Wellington
OCCUPANT

At the expiry of the ten-month period in 2011, terms and conditions not being in accord as earlier agreed by informants and co-respondent, Erico World Wide Venture, coupled with the co-respondent, Erico World Wide Venture's refusal to vacate and surrender informants' property, co-respondent, Erico World Wide Venture on the contrary, filed a petition for declaratory judgment at the Civil Law Court, Sixth Judicial Circuit, Montserrado County, before His Honor Peter Gbenewelleh, Presiding Judge, alleging principally therein that co-respondent, Erico World Wide Venture, had an existing agreement that was still in effect with Aminata when informants purchased the two lots from the intestate estate of Laura Tucker and as such the property shall remain in the hands of co-respondent, Erico World Wide Venture up to the expiration of the lease agreement with Aminata.

Judge Peter Gbenewelleh entertained argument pro et con and granted the petition for declaratory judgment in favor of co-respondent, Erico World Wide Venture. Subsequently, the informants filed a Motion for Relief of Judgment and introduced into evidence an amended lease agreement which was executed between Aminata and the administrators of the Laura Tucker intestate estate as newly discovered evidence. Perusal of the amended lease agreement by Court revealed that informants' two (2) lots were severed from the property of the Laura Tucker intestate estate and therefore the principle that the lease agreement on property purchased remain in full force against such property was inapplicable in the instant case, thus, the Judge ruled relieving informants from the earlier judgment of Court.

Counsel for co-respondent, Erico World Wide Venture, conceded and thereafter, a writ of possession was issued by the Civil Law Court, Sixth Judicial Circuit in favor of informants and co-respondent along with its lessees evicted from Informants' property.

In 2012, when Judge Yussif D. Kaba was reassigned at the Civil Law Court, Sixth Judicial Circuit, co-respondent, Erico World Wide Venture, filed a motion for Relief of Judgment praying Court to undo that which was done by Judge Peter Gbenewelleh. Informants informed Court that final judgment was had in the instant case and furthered that, a judge is without authority to undo or review the acts of another of concurrent jurisdiction. Notwithstanding the information as contained in informants' returns, Judge Kaba entertained argument and Co-Respondent Erico World Wide Venture's motion for relief of judgment was granted. But Judge Kaba issued no further Order to effect his ruling.

Co-respondent, Erico World Wide Venture, realizing that Judge Kaba was not inclined to order the repossession, took flight to the Justice in Chambers, Associate Justice Philip A.Z. Banks, III, on a petition for a Writ of Mandamus seeking to compel Judge Kaba to evict informants. A motion to intervene was subsequently filed by Informants before Mr. Justice Banks cognizant of the fact that granting the Writ of Mandamus would injure informants. The motion was denied by the Chambers Justice and from the ruling informants announced an appeal to the Full Bench of the Supreme Court.

While the appeal was pending, co-respondent, Erico World Wide Venture, on its own accord and in the absence of a Court Order, but relying on Justice Banks' ruling proceeded to repossess itself of informants' property. Informants being disturbed by the action of co-respondent, Erico World Wide Venture to repossess itself, filed a Bill of Information before Chambers Justice, His Honor, Kabineh M. Ja'neh, informing Court of co-respondent, Erico World Wide Venture's action.

On June 12, 2013, Mr. Justice Ja'neh ordered Judge Kontoe to repossess informants and that all parties thereto return to status quo ante pending the resolution of the matter. Judge Kontoe appeared for a conference before Justice Ja'neh on June 21, 2013 and at the close of the conference, Justice Ja'neh mandated Judge Kontoe to repossess the co-respondent Erico World Wide Venture and same was executed. Informants therefor filed a Bill of Information for review by the Full Bench of the Supreme Court. For clarity and the benefit of this opinion, we quote verbatim the informants' 15-count Bill of Information and the returns thereto.

Informants' Bill of Information

AND NOW COME INFORMANTS in the above entitled cause of action and inform Your Honours in manner and form as follows, to wit:

1. The informants in these proceedings are the owners of two lots of land purchased from the Intestate Estate of the late Laura Tucker Williams from which co-respondent, Erico World Wide Venture attempted to repossess itself from a ruling of Chambers Justice Banks denying a Motion to Intervene. Copy of informants' deed is hereto attached as Informants' Exhibit "I/1" to form a part of this Bill of Information.
2. Informants inform Your Honours and say that while it is true that Bill of Information will not necessarily lie against a Justice in Chambers, this court, however, held in the case **Bassam Jawary Executor of the Testate Estate of the late Milad R. Hage of the City of Monrovia, Informant vs. His Honor Kabineh M. Ja'neh, Associate Justice in Chambers of the Honourable Supreme Court of Liberia**, March Term A.D. 2012, Respondent, that: "While the process is strange and not in the ordinary course, this court has recognized that where the ends of justice dictate, and given that the Bill of Information is not a statutory enactment, and where no other recourse is available under the circumstances of a case, the court will create a dispensation to ensure that justice is accorded and that the protection provided for under the Constitution are upheld". In the instant case, Mr. Justice Ja'neh ordered the eviction of the Informants in these proceedings from their bona fide property contrary to the Constitution, without any hearing or the granting of the pre-emptory writ and the Co-Respondent Judge Kontoe, proceeded to enforce the mandate without reading of the mandate as required by our law, practice and procedure.
3. Informants further inform Your Honours and say that although their last name has a Lebanese background, their father is a Lebanese national who has lived all of his life in Liberia and that their mother is a Liberian citizen from Lofa County. In the year 2005, the Informants declared and assumed a Liberian citizenship evidenced by the attached Citizenship Certificate and the Liberia Passport marked as Informants' Exhibit "I/2" to form a part of this Bill of Information.

4. Informants inform Your Honours and say that prior to the purchase of the subject property, the Aminata and Sons. Inc. had a lease agreement with the Laura Tucker Intestate Estate that was being administered at the time by Samuel C. Tubman, the son of the late Laura Tucker Williams who was the administrator of the Intestate Estate. In the Year 2006, the said administrator of the Intestate Estate and the management of Aminata and Sons Corporation, executed an addendum to the agreement for the 4.97 acres, reducing the 4.97 acres that was covered by the lease agreement by the two lots that was purchased by the informants in these proceedings with the appropriate adjustment in the annual rent. Copy of the Probate Court Decree of Sale and the addendum to the agreement are hereto attached and marked Informants' Exhibit "I/3" to form a part of this Bill of Information.
5. Informants further inform Your Honours and say that the Informants, in an attempt to take possession of the two lots since, indeed, the said two lots were no longer covered by Aminata and son Lease Agreement, the Co-Respondent, Erico World Wide Venture, raised a resistance thereto on grounds that he has a sub-lease agreement from Aminata and son which period had not expired. Against this background, a cancellation proceeding was filed before the Civil Law Court by the Informants arguing basically that the two lots were not a part of the property leased by Aminata and Son and that the Co-Respondent Erico World Wide Venture sub-lease agreement executed by Aminata in 2008 based on a 2008 MOU could not affect the Informants two lots purchased in 2004. Copy of the 2008 MOU is hereto attached as Informants Exhibit "I/4".
6. Informants further inform Your Honours and say that Judge Kaba in 2010, ruled in favor of the Informants on ground that the two lots could not have been a part of Co-Respondent Erico World Wide Venture sub-lease property because at the time of the MOU between Erico World Wide Venture and Aminata, the two lots were no longer a part of the property leased by Aminata and Son. Judge Kaba there and then issued a Writ of Possession in favor of the Informants. Copy of Judge Kaba's Writ of Possession is hereto attached and marked as Informants' Exhibit "I/5".

7. Informants inform Your Honours and say that before the Co-Respondent, Erico World Wide Venture could be evicted from the property, it appealed to the Informants herein that it had ten months remaining under its agreement with Aminata and son for the said two lots and that instead of evicting it from the property, it was prepared to pay for the remaining ten months under an MOU with Informants. A Memorandum of Understanding was therefore executed to allow the Co-Respondent, Erico World Wide Venture to remain on the property for ten months for a fee of US\$2,500.00 (Two Thousand, Five Hundred United States Dollars). The amount was paid and the Co-Respondent, Erico World Wide Venture, was allowed to remain on the property up to the expiration of this agreement. Erico World Wide Venture also informed all the tenants that were on the property on his account. Copy of the MOU and Erico World Wide Venture letter to the occupants are attached hereto as Informants' Exhibit "I/6".
8. Informants further inform Your Honours and say that after the expiration of the Co-Respondent's ten months under the MOU, he submitted a proposal to the Informants in these proceedings in an attempt to enter a lease agreement for the two lots separate and distinct from the Aminata and sons leased property. The Co-Respondent, Erico World Wide Venture, and the Informants herein could not agree on the terms and conditions of an agreement. When the negotiations broke down, the Co-Respondent, Erico World Wide Venture, hired Cllr. Negbalee Warner who, on behalf of Co-Respondent, Erico World Wide Venture, filed a Motion for relief from judgment in 2011 before Judge Gbenewelleh. During the final argument before Judge Gbenewelleh, the title deed of the Informants and the 2006 MOU between Aminata and Son and the Estate, removing the two lots from the Aminata agreement was introduced into evidence through a motion for newly discovered evidence to relieve the Informants of Judge Gbenewelleh's earlier ruling originally granting the Motion for relief from Judgment. Judge Gbenewelleh finally ruled in favor of the Informants herein that once the two lots were removed from the Aminata and Son lease agreement and the lease agreement was amended by the consensus of the parties (Aminata and Son and the Estate) the Co-Respondent Erico World Wide Venture could not lay any claim against the two lots. Copy of the Co-Respondent, Erico World Wide Venture

MOU with Mr. Kaydea/Aminata and Sons is hereto attached and marked as informants' Exhibit "I/7".

9. Informants further inform Your Honours and say that at the final call of the case on September 7, 2011 by Judge Gbenewelleh, counsel for Co-Respondent, Erico World Wide Venture, Cllr. Negbelee Warner, made the following submissions:

"Counsel for Respondent says that it acknowledges the authenticity of this instrument, and agrees with Petitioner that, had this instrument been available to all parties, including this court, the ruling of Your Honour would have been otherwise. Respondent therefore concedes that the judgment rendered in this case was materially affected by the absence of this instrument, which was not available at the time to either the Petitioner herein, or the Respondent.

Wherefore and in view of the foregoing, counsel for Respondent concedes the merit of the motion, and interposes no objection to it being granted, as a matter of law, equity and the interest of fairness and substantial justice. And submit."

This submission by the Co-Respondent, Erico World Wide Venture's counsel essentially conceded that indeed and infact, the two lots could not be contested under his client's lease agreement with Aminata. Judge Gbenewelleh then entered a final ruling and ordered the eviction of the Co-Respondent, Erico World Wide Venture and placed the Informants herein in possession of the property in 2011. Copy of Judge Gbenewelleh's Writ of Possession is hereto attached and marked as Informants' Exhibit "I/8"

10. Informants further inform Your Honours and say that again in the year 2012, when Judge Kaba returned to the Civil Law Court after two terms, Co-Respondent Erico World Wide Venture hired the services of the Law offices of the International Group of Legal Advocates and Consultants, who proceeded to the Civil law Court and filed a motion for relief of judgment asking Judge Kaba to place the Co-Respondent in possession even though the eviction was carried out by another Judge of concurrent jurisdiction, His Honour Peter Gbenewelleh. When Judge Kaba refused to undo

what Judge Gbenewelleh had done, the Co-Respondent, Erico World Wide Venture, proceeded to the Supreme Court and filed a Petition for the Writ of Mandamus before Chambers Justice Banks. The Petition for the Writ of Mandamus did not name the Informants, owner of the property, the subject for which the Petition was filed by Co-Respondent as Respondents. Against this background, the Informants herein filed a motion to intervene before Chambers Justice Banks. Justice Banks denied the Motion to intervene and ordered the alternative writ issued. From the ruling denying the Informants' motion to intervene, the Informants excepted and announced an appeal to the full bench. This appeal is still pending undetermined and the Petition for the Writ of Mandamus is also pending undetermined.

11. Informants also inform Your Honours and say that while the Petition for the Writ of Mandamus is still pending undetermined and the appeal from the Chambers Justice's ruling on the Motion is still pending, the Co-Respondent, Erico World Wide Venture, took the ruling denying the Motion to Intervene and proceeded to the Informants' property and broke the locks to two of the buildings in an attempt to repossess himself without any court order. Counsel for the Informants herein fled to Justice Ja'neh and filed a Bill of Information that the Co-Respondent, Erico World Wide Venture was attempting to repossess himself of the Informants' property using the ruling from the Chambers Justice without court order. Co-Respondent Justice Ja'neh on the 7th of June, 2012, sent a mandate to Judge Kontoe to prevent Erico World Wide Venture from repossessing himself. Copy of the mandate is hereto attached as Informants' Exhibit "I/9".
12. Informants inform Your Honours and say that, the June 12 mandate sent by Justice Ja'neh was never read or acted upon per se because, before the mandate was sent or read, the Co-Respondent, Erico World Wide Venture abandoned his illegal action.
13. Informants further inform Your Honours and say that despite the facts enumerated above, His Honour, Justice Ja'neh, on July 30, 2013, sent a mandate to Co-Respondent Judge Kontoe, ordering that the Co-Respondent Erico World Wide Venture to return to previous status before the stay order of June 7, 2012. Informants say that prior to June 7, 2013; the Informants in these proceedings were in possession of the property since 2011 from Judge Gbenewelleh's ruling.

14. Informants further inform Your Honours and say that, Co-Respondent Judge, His Honour J. Boima Kontoe, failed to assign the mandate of July 30, 2013 for reading, failed to make any inquiry to determining what the position of the parties were before June 7, 2013, but instead, ordered the repossession of the Co-Respondent Erico World Wide Venture not for the two stores which was the basis of the Information, but the entire two lots owned by the informants with various development contrary to our law, practice and procedure. Copy of the Mandate and the order of Co-Respondent Judge Kontoe issued without the reading of the said mandate is hereto attached and marked as Informants' Exhibit "I/10".
15. Informants further inform Your Honours and say that the facts and circumstances of this case removed this Bill of Information from its normal definition to the exemption of the rule there was no other remedy available to the Informants. Informants therefore pray the endorsement of any two Justices for the issuance of this Bill of Information.

WHEREFORE AND IN VIEW OF THE FOREGOING, Informants most respectfully pray Your Honours and this Honourable Court, to grant this Bill of information based on the facts and circumstances enumerated herein, order the court below to ensure that the Informants herein remain possessed of their property pending the final determination of this Bill of Information and to grant unto the Informants, all further relief that Your Honour will deem just, legal and equitable.

Respectfully submitted,
Informants by & thru their Legal
Counsel the Henires Law Firm

To the foregoing Bill of Information, the Respondents filed returns in which they principally contended that:

"In order for the Supreme Court to entertain information, the case must have either been pending before or decided by it, there must appear to be a usurpation of the province of the Court by the respondents, there must exist some irregularities or obstruction in the execution of the Court's mandate or there must have been a refusal to carry out the Court's mandate or orders."

For more clarity, we also quote verbatim Respondents' returns:

Respondents' Returns

AND NOW COME RESPONDENTS in the above entitled cause of action and most respectfully pray that Your Honors will dismiss the Informants Bill of Information and for cause sheweth the following legal and factual reasons to wit:

1. That as to entire Bill of Information, Respondents say that the Supreme Court has held and continues to hold that "In order for the Supreme Court to entertain information, the case must have either been pending before or decided by it, there must appear to be a usurpation of the province of the Court by the respondents, there must exist some irregularities or obstruction in the execution of the Court's mandate or there must have been a refusal to carry out the Court's mandate or orders." Respondents submit that in the absence of the above stated grounds, which is the case with this Bill of Information, the Bill of Information must be dismissed; and Respondents so pray.
2. That as to count one (1) of the so-called Bill of Information, Respondents say that the ownership of two lots of land by the Informants and the denial by Justice Banks of the Informants/Movants Motion to Intervene does not present any of the grounds enumerated above for the Court to entertain the so-called Bill of Information.
3. That as to count two (2) of the so-called Bill of Information, Respondents say that the facts of the case cited therein, that is Bassam Jawary-Informant versus His Honor Kabineh M. Ja'neh, Associate justice in Chambers; Action Bill of Information, are not the same as the instant case because the Informants/Movants herein had recourse under the law from...
4. Honor Justice Ja'neh "ordered the eviction of the Informants in these from their bona fide property contrary to *the constitution, without any hearing or granting of the pre-emptory writ...*" emphasis ours.

However, contrary to the Jawhary case, His Honor Justice Banks issued the alternative Writ of Mandamus, out of which the Motion to Intervene grew and the presiding judge against whom the Petition for Writ of Mandamus was filed, filed a seven count

response to the said Petition. While the Petition for a Writ of Mandamus was pending, the informants/movants filed their Motion to Intervene. His Honor Justice Banks, held "while the proceedings raised a number of important issues, we are of the opinion that the basic issue which must first be determined by this Court before proceeding to make a determination of any order issue is whether the intervenors have met the criteria, conditions and requirements for intervention in a pending matter before a court, including the Supreme Court". The motion was argued and the Justice ruled and upheld that the intervenors did not meet the criteria, conditions and requirements for intervention in a pending matter before court including the Supreme Court. The informants/intervenors accept to this ruling of His Honor Justice Banks and announce an appeal to the full bench of the Supreme Court. Clearly there was a hearing of the motion to Intervene and clearly the Alternative Writ of Mandamus was issued and the Respondent filed his returns. The Motion to Intervene grew out of the Petition for a Writ of Mandamus which was the main suit. Therefore the Jawary case and the Petition for a Writ of Mandamus, out of which the Motion to Intervene grew, does not have the same facts and therefore the Bill of Information must and should be denied; Respondents so pray.

5. Still traversing count two (2) of the Bill of Information, Respondents say that informants/intervenors having exercised their rights under the law by announcing an exception to Justice Banks' ruling and then announcing an appeal therefrom, and their motion which could have guaranteed them the right to intervene in the main suit was denied, the principal of law in the Jawary case, that is creating a dispensation to ensure that justice is accorded and that the protection provided for under the constitution are upheld, is not applicable to the present Bill of Information; hence the Bill of Information should and must be denied and dismissed.
6. That as to count three (3) of the so-called Bill of Information, Respondents say that they do not have information sufficient enough to establish the truthfulness of the citizenship of the Informants.
7. That as to count four (4) of the so-called Bill of Information, Respondents say that it is true that Aminata and Sons did execute a lease agreement with the Laura Tucker Intestate Estate.

However, Respondents say that they entered into a lease agreement with Aminata and Sons prior to the alleged purchase by the Informants of two lots from the intestate estate of the late Laura Tucker.

8. That as to count five (5) of the so-called Bill of Information, Respondents say that assuming that the purchase of the two lots of land by informants was legal and that the said two lots of land were no longer part of the 4.97 acres of land leased by Aminata and Son from Laura Tucker intestate estate, and that Respondents had a sublease agreement with the Aminata and Sons, which is not the case, cancellation was not the appropriate action to repossess the land but rather ejectment would have been because only parties to an agreement can file cancellation of said agreement for whatever reasons.
9. Still further to count five (5) of the Bill of Information Respondents say that pursuant to the Memorandum of Understanding...
10. That as to count six (6) of the so-called Bill of Information, Respondents say that though the ruling of Judge Kaba on the cancellation was erroneous, the said Judge did not give the Respondents an opportunity to announce an appeal by refusing to allow another counsel to take the ruling on behalf of the Respondents even though Judge Kaba knew that petition for cancellation involved property rights. This Supreme Court has held and continues to hold that where property rights are involved the parties should be given all the opportunities, including appeals, to defend the said property. Respondents during their sublease arrangement with Aminata and Sons developed the said property by the construction of several stores and warehouses.
11. That as to count seven (7) of the so-called Bill of Information, Respondents say that because he could not get Judge Kaba to rescind his decision and given that he had invested a lot on the property, he thought it was the best thing to do by protecting his investment. The MOU executed with the informants by the Co-Respondent Eric Wellington was the only available alternative to protect his property and to protect his investment since Judge Kaba denied him the opportunity of announcing an appeal from the ruling on the Petition for cancellation.

12. That as to count eight (8) of the so-called Bill of Information, Respondents say that it never hired the services of Cllr. Negbalee Warner and he did not file any motion for and on behalf of the Respondents.

13. That as to count nine (9) of the so-called Bill of Information, Respondents say that the averment contained therein is false and misleading because Cllr. Negbalee Warner was not the attorney for co-Respondent Eric Wellington but rather was attorney for Aminata & Sons in the case: Abdullah Housseini versus Aminata & Sons, Declaratory Judgment. The Respondents were never party to the Motion for Relief from judgment filed by Mr. Housseini. Attached and marked EXHIBIT "R/1" is a copy of the ruling.

14. That as to count ten (10) of the so-called Bill of Information, Respondents say that again the averment contained therein is far from the truth. When Judge Kaba returned to the Civil Law Court the Respondents, through the International Group of Legal advocates and consultants, filed a motion for Relief from Judgment of the judgment handed down by the very Judge Kaba on April 13th 2010. Judge Kaba granted the motion for Relief from Judgment but refused to enforce judgment and have the Movant put in possession of the subject property. The Respondent/Movents then filed a Petition for a Writ of Mandamus against the judge. While the Petition for a writ of mandamus was still pending the Informants filed a motion to intervene in the Petition for Mandamus which motion was denied.

15. That as to count eleven (11) of the so-called Bill of Information, Respondents say that it never broke locks and repossessed themselves.

16. That as to count twelve (12) of the so-called Bill of Information, Respondents say that same presents no traversable issue.

17. That as to count thirteen (13) of the so-called Bill of Information, Respondents say that the mandate of His Honor Justice Ja'neh putting the Respondents in possession was to place the Respondents in possession prior to Judge Kaba's ruling of April 13th 2010 and his...

authority to question the said mandate. All he had to do was execute the said mandate and that was what he did in keeping with law.

19. That as to count fifteen (15) of the so-called Bill of Information, Respondents say that said Bill of Information does not have the criteria laid down in the Jawhary case because the informants in count 10 of

the Bill of Information admits that they announce an appeal from the ruling of the Chamber Justice, His Honor Justice Banks. The Motion to Intervene grew out of the Petition for Mandamus. The alternative Writ was issued and the Respondent judge filed his returns. The Informants admit that they announce an appeal from ruling of the Chamber Justice on Motion to Intervene.

20. That as to the entire Bill of Information it is pregnant with falsehood only intended to mislead this Honorable Court into allowing them remain in possession after a Justice order they repossessed when his colleague had ordered them removed from the premises and had the respondents repossessed. Respondents say that is it the holding of this Supreme Court, the law and practice that no Justice can overturn the mandate of his/her fellow Justice in Chambers except the full bench of the Supreme Court.

21. That as to entire Bill of Information, same should be denied and dismissed because it does meet the criteria for dispensation laid down in the Jahwary case stated in count two (2) of the Bill of Information.

WHEREFORE AND IN VIEW OF THE FOREGOING, respondents pray your Honors to grant it judgment as follows:

1. Deny and dismiss the Bill of Information as it does not fall within the criteria set in the Jahwary case for the granting dispensation.
2. Reverse the repossession order issued by the Chief Justice and have the Respondent placed in possession because the Respondents were previously placed in possession by the then Chamber Justice Ja'neh. Only the full bench of the Supreme Court has the power and authority to reverse Justice Ja'nah's order.
3. Grant unto Respondents any and all further relief as your Honors deem justice, legal and equitable in such cases.
4. Rule all costs against the Informants

Respectfully submitted,
Respondents by and thru their Legal Counsel:
Law offices of Sayeh & Sayeh
"believe"

G. Wiefueh Alfred Sayeh
Counsellor-At-Law

Having carefully perused the Bill of Information, the returns thereto, and having read the briefs submitted by the counsels representing the parties and listened to their arguments presented before us, there is one issue necessary for the determination of this case that:

Whether or not the Bill of Information as filed by the informants will lie in view of the facts and circumstances as presented.

The records in this case as transcribed to us revealed that informants filed a motion to intervene in a matter brought before Chambers Justice, His Honor Associate Justice Philip A.Z Banks, III, praying for the issuance of the Writ of Mandamus to compel Judge Yussif D. Kaba to enforce his ruling granting the repossession of co-respondent, Erico World Wide Venture, but Mr. Justice Banks having denied informants' motion to intervene, co-respondent, Erico World Wide Venture, relying on Justice Banks' ruling took upon itself to repossess itself of the property; consequently, informants filed a bill of information before His Honor Associate Justice Kabineh Ja'neh informing the Court of co-respondent's action.

Mr. Justice Ja'neh, on June 12, 2013, ordered Judge J. Boima Kontoe to repossess informants and that all parties thereto to return to status quo ante pending the resolution of the matter. Nonetheless, on June 21, 2013, Justice Ja'neh, following the close of a conference with the parties, ordered Judge Boima Kontoe this time to instead repossess the co-respondent, Erico World Wide Venture, which order was executed without the issuance of the alternative writ. Informants therefor, filed this Bill of information for review by the Full Bench of the Supreme Court of Justice Ja'neh's action.

It is important to note that Chambers Justice Kabineh M. Ja'neh who had earlier ordered the repossession of informants of the property and further instructed the parties to return to status quo ante, subsequently ordered Judge Kontoe to put co-respondent, Erico World Wide Venture, in possession without the issuance of the alternative writ. The Supreme Court of Liberia has held in a long line of opinions that, it is improper for a Justice in Chambers to give an order to a court below without the issuance of the alternative writ as was done in this case.

In the case: Municipal District of Buchanan vs. Bridgeway Corporation, and National Milling vs, Bridgeway Corporation, 36 LLR 470 (1989), this Court held that "a letter from a Chambers Justice to a Trial Judge,

growing out of a remedial process, ordering the Trial Judge to perform certain act is irregular and constitutes violation of the rights of the aggrieved party".

We note further also that, co-respondent, Erico World Wide Venture, contends that the Supreme Court has held that "in order for the Supreme Court to entertain information, the case must have either been pending before or decided by it, there must appear to be a usurpation of the province of the Court by the respondents, there must exist some irregularities or obstruction in the execution of the Court's mandate or there must have been a refusal to carry out the Court's mandate or orders." Hence, in the absence of the above stated grounds, which is the case with this Bill of Information, same must be dismissed.

This Court is reluctant to accept the argument of co-respondent, Erico World Wide Venture, on grounds that, informant's Bill of Information has legal basis in so far co-respondent applied for a Writ of Mandamus to the Supreme Court before the Chambers' Justice and Informants also filed a Motion to Intervene which was denied by the Justice, and subsequently filed a Bill of Information before Chambers Justice Ja'neh, to which the Justice ordered Judge Kontoe to repossess co-respondent, Erico World Wide Venture of the property without issuing the alternative writ, this Court sees it proper for a Bill of Information to be venued before the Full Bench of the Supreme Court.

This Court, in a 2005 Supreme Court opinion: In Re. The Effect of Section 2.2 of the New Judiciary Law and Article 20(b) of the 1986 Constitution as they relate to Appeal after refusal by the Justice in Chambers to issue a Remedial Writ, held:

"...although this Court frowned on and condemned the actions of the Chambers Justices which violated the rights of parties, this Court fell short of saying what actions should be taken to review the conduct of a Justice presiding in Chambers of this Court who abuses his discretion. All the cases came to the attention of the Full Bench of the Supreme Court by regular appeal. But we hold the view that when the Justice in Chambers abuses his discretion; this becomes a grave matter which warrants that the Full Bench speedily reviews the action of that Chambers Justice. We therefore believe that there must be a procedure set or rule adopted for the Full Bench of this Court to immediately review the travesty of Justice occasioned by the Chambers justice abusing his discretion and such review cannot wait until the main

case is brought before the Full Bench for regular appeal. In this regard, this Court says that it will henceforth accept a Bill of Information filed before the Full Bench to review the action of any Chambers Justice who shall refuse to order the issuance of a citation or an alternative writ but yet orders issuance of a mandate or order to the Trial Court to take specific action(s) that may violate the rights of a party. Such Bill of Information shall be venued before the Full Bench and filed with the Clerk of the Supreme Court. The approval of the Chief Justice or an Associate Justice of the Supreme Court shall not be required prior to the filing thereof. Accordingly, the Supreme Court Rule IV Part 8, Page 71 is hereby expanded to allow for filing a Bill of information before the Full Bench of this Court whenever a Justice presiding in Chambers in exercising his discretion in refusing to order the issuance of a citation or an alternative writ, gives a mandate or order to the trial Court to take specific action(s) that may violate the right of a party”.

The facts in this case are not in dispute and they further showed that following the conference of June 21, 2013, as confirmed by the parties in the various briefs and returns that Judge Kontoe was mandated by His Honor, Justice Ja’neh, to repossess Co-Respondent, Erico World Wide Venture, and same was executed, without the issuance of an alternative writ.

It is settled knowledge in this jurisdiction that, where the Court believes that the discretion available to a Justice is being adversely exercised, a Bill of Information must be given attention when appropriately laid before Court by the aggrieved party. This Court further gave effect to its decision when it said **“a Bill of information will lie before the Supreme Court en banc to review the conduct or action of a Justice in Chambers, who, after refusing to order the issuance of a remedial writ, abuses his discretion by instructing the Trial Court to do more than just resuming jurisdiction and proceeding with the case along the path it has chosen”**. Supreme Court opinion: In Re. The Effect of Section 2.2 of the New Judiciary Law and Article 20(b) of the 1986 Constitution as they relate to Appeal after Refusal by the Justice in Chambers to issue a Remedial Writ (2005).

WHEREFORE, AND IN VIEW of the foregoing, the Bill of Information as filed by the Informants is hereby and same is granted. The Clerk of this Court is ordered to send a mandate to the court below to resume jurisdiction over this case and give effect to this judgment, and repossess Informants of their property. Costs are ruled against the co-respondent, Erico World Wide Venture. AND IT IS HEREBY SO ORDERED.