

IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA,
SITTING IN ITS MARCH TERM, A.D. 2026.

BEFORE HIS HONOR : YAMIE QUIQUI GBEISAY, SR..... CHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA ASSOCIATE JUSTICE
BEFORE HER HONOR: CEANEH D. CLINTON-JOHNSON.....ASSOCIATE JUSTICE
BEFORE HIS HONOR : BOAKAI N. KANNEHASSOCIATE JUSTICE

The Intestate Estate of Eugenia Stevenson)
and the Late Benjamin Wordsworth by and thru their)
Administrator William Wordsworth and Attorney-In-)
Fact Marjann W. Bakar of the City of Monrovia,)
Liberia Appellant) Appeal
Versus)
International Petrol Line Incorporated, by and thru its)
CEO, Musa A. Sheriff and all other Officers of the)
Corporation, acting under its authority, of 11th street,)
Sinkor, Monrovia, Liberia..... Appellee)

GROWING OUT OF THE CASE:

International Petrol Line Incorporated, by and thru its)
CEO, Musa A. Sheriff and all other Officers of the)
Corporation, acting under its authority, of 11th street,)
Sinkor, Monrovia, Liberia..... Petitioner)
Versus) Petition for Writ of
The Intestate Estate of Eugenia Stevenson) Prohibition
and the Late Benjamin Wordsworth by and thru their)
Administrator William Wordsworth and Attorney-In-)
Fact Marjann W. Bakar of the City of Monrovia,)
Liberia Petitioner)

Heard: March 24, 2026 Decided: May 20, 2026

MR. JUSTICE KABA DELIVERED THE OPINION OF THE COURT

This appeal arises from the ruling of our distinguished colleague, Madam Justice Ceaneh D. Clinton-Johnson, then presiding in the Chambers of this Court, in which she granted a petition for a writ of prohibition, reversed the trial court’s ruling on a motion to strike, reinstated the appellee’s bill of information, and addressed aspects of the trial court’s final determination in a lease-cancellation proceeding.

The records certified to this Court show that the appellee, International Petrol Line Inc., and the appellant, the Intestate Estates of the late Eugenia

Stevenson and Benjamin Wardsworth, entered into a lease agreement on June 10, 2013, effective retroactively from June 5, 2013, for a period of fifteen (15) years, ending June 9, 2028. While the agreement was in effect, the appellant filed an action in the Sixth Judicial Circuit, Civil Law Court for Montserrado County, seeking to cancel the lease. The trial court heard the matter on default and granted the petition, canceling the lease agreement and ordering the appellee's eviction.

Subsequently, the appellee filed a petition for a writ of prohibition before the Chambers Justice, seeking to prevent enforcement of the trial court's judgment. The appellee averred, *inter alia*, that ... The Justice, after a conference, declined to issue the writ. Thereafter, the appellee returned to the trial court and filed a bill of information, raising issues substantially similar to those in its earlier petition.

The appellant filed returns and a motion to strike the bill of information for improper verification, arguing that the bill was signed by Counselors Cyril Jones and Eric Morlu of the Jones and Jones Law Firm, while the affidavit was signed by Counselor Peter Y. Kerkula, also of the same firm. The trial court heard the motion and, without addressing the merits of the bill of information, granted it, relying on Section 9.4(4) of the Civil Procedure Law. The appellee noted an exception to the ruling and again petitioned the Chambers Justice for a writ of prohibition.

In its petition, the appellee contended that nonpayment of rent or failure to perform any terms and conditions of the lease did not justify cancellation of the unexpired lease term; that the appellant elected to serve the writ of summons by publication despite knowing the appellee's whereabouts; that a default judgment was entered, the court-appointed counsel entered an exception and announced an appeal, but failed to serve the ruling on the appellee, thereby preventing the appellee from filing its bill of exceptions within the statutory time; and that the trial court erred in striking the bill of information for improper verification. The appellee further argued that the bill of information was filed by the Jones and Jones Law Firm, not by individual lawyers, and that, because all counsel were members of the same firm, the requirements of Section 9.4(4) were satisfied. It also contended that a bill of information is akin to a motion, not a pleading, and

therefore should not be subject to the verification requirements applicable to pleadings. The appellee maintained that prohibition was the only available remedy.

In its returns, the appellant contended that the entire petition should be dismissed. The appellant argued that service by publication in the New Dawn Newspaper, in its Monday, May 27, 2024 edition, and the notice of assignment of the May 24, 2024 ruling of the trial court were both in compliance with the law. The appellant further maintained that a writ of prohibition cannot serve as a substitute for an appeal or for certiorari, particularly where the appellee had abandoned its case and waived its right to a regular appeal. According to the appellant, such a waiver occurred when the petitioner failed to proceed appropriately after the trial court granted the motion to strike the bill of information. Additionally, the appellant argued that, under the law in this jurisdiction, an affidavit must be signed by one of the lawyers who signed the pleading. In the instant case, however, the motion to strike was granted because none of the lawyers who signed the pleading also signed the affidavit. The appellant also asserted that the co-respondents had been placed in possession of the subject property months before the Chambers Justice declined to issue the writ of prohibition previously sought by the petitioner. Moreover, the appellant contended that the trial judge did not cancel the agreement for failure to pay rent, but rather for wanton breach of other terms of the lease, including the failure to honor the obligation to pay property taxes during the lease period. The appellant prayed that the petition for the writ of prohibition be denied and dismissed.

Upon hearing the petition and returns, our colleague presiding in Chambers granted the petition, reversed the ruling on the motion to strike, reinstated the bill of information, and addressed certain aspects of the trial court's final ruling. She held, *inter alia*, that the court-appointed counsel, who deputized for the appellee's absent counsel during delivery of the final ruling on the petition for cancellation, did not serve the appellee with that ruling. She further held that all the lawyers who signed the petition and the affidavit were members of the same law firm, and that the right to appeal, being a constitutional right, cannot be vitiated by the mere fact that, where two or

more parties are united in interest and plead together, a lawyer who did not sign the pleading verifies the same. Accordingly, she concluded that the trial judge erred in striking the appellee's bill of information. Additionally, she held that the appellant's argument that the appellee waived its right to announce an appeal when the trial judge granted the motion to strike, thereby bringing finality to the issue, is not tenable in law. The appellant duly noted exceptions to the ruling, and the matter is now before us for review of the decision rendered by our colleague presiding in Chambers.

The determination of this appeal rests upon the resolution of the following issue:

1. Whether the Chambers Justice properly invoked the extraordinary writ of prohibition to review and reverse the trial court's ruling?

Before proceeding to address the issue, it is appropriate to provide a succinct account of the circumstances that necessitated the present petition. The appellant filed a petition for cancellation, which the trial court heard and granted. Thereafter, the appellee filed a petition for a writ of prohibition, alleging lack of service and denial of due process; however, the Chambers Justice declined to issue the writ. Subsequently, the appellee returned to the trial court and filed a bill of information. In response, the appellant filed returns along with a motion to strike the bill of information on the ground of improper verification. The trial judge heard the motion and, without delving into the merits of the bill of information, granted the motion to strike. The question is, can a petition for a writ of prohibition be applicable in addressing any injury that may have been inflicted on the appellee as the outcome of the judge's granting of the application to strike the appellee's bill of information?

The Civil Procedure Law, Rev. Code 1:16.21, defines prohibition as an extraordinary remedy designed to restrain an inferior tribunal from acting outside its jurisdiction, exceeding its authority, or proceeding under the wrong rule. This Court has consistently held that prohibition will not lie where an adequate remedy exists by appeal or certiorari. See *Washington v. Ash-Thompson*, 34 LLR 219 (1986); *Henries et al. v. Fahnbulleh et al.*, 42 LLR 446 (2005). Additionally, in *Fazzah v. National Economy*

Committee, 8 LLR 85 (1943), this Court emphatically declared that prohibition cannot be used to correct mere errors or irregularities committed during trial, as such matters are properly cognizable on appeal or by certiorari.

In the instant case, the trial court's ruling on the motion to strike the bill of information was interlocutory in nature and concerned the application of procedural law governing verification of pleadings. Such a ruling does not constitute an excess of jurisdiction nor the application of an unlawful rule so as to warrant the issuance of the writ of prohibition. In the case *Fazzah v. National Economy Committee et al*, 8 LLR 85 (1943), Mr. Justice Tubman, speaking for the Court, held that 'prohibition prevents inferior courts or tribunals from assuming jurisdiction not legally vested in them. It cannot correct errors and irregularities committed in a trial, for adequate and complete remedy therefor lies in appeal, writ of error, or certiorari. Prohibition extends only to restraining a trial tribunal from usurping its authority and cannot be used to substitute for an appeal. Accordingly, the proper remedy available to the appellee, if aggrieved, was a writ of certiorari and not prohibition.

However, this Court has determined that it is from the averments of the complaint that the cause of action is determined, and it is from the cause of action that the subject matter over which the court has jurisdiction in order to render a valid judgment is determined, for the averments of the complaint, whether or not the caption agrees with the averments. *Intestate Estate of Dinsea v. Ital*, Opinion of the Supreme Court, March Term, A.D. 2006. Affirming *Blamo v. Zulu*, 30 LLR 586, 1983. We are of the view that the issue presented for resolution before the Chambers Justice was whether the trial judge's ruling on the motion to strike was supported by Section 9.4(4) of the Civil Procedure Law, on the ground that the lawyer who filed the bill of information was not the same lawyer who signed the affidavit. This issue squarely presents a question cognizable in certiorari.

Considering that this matter emanates from the ruling on the motion to strike, and further considering that the Chambers Justice addressed the

granting of the motion to strike in her ruling, we shall now turn our review to that single issue. The Civil Procedure Law Rev. Code: 1:9.4(4) provides:

Signature required; meaning. Every pleading of a party represented by an attorney shall be signed by at least one attorney of record in his individual name. A party who is not represented by an attorney shall sign his pleading. The signature of an attorney constitutes a certificate by him that he has read the pleading, that to the best of his knowledge, information, and belief, there is good ground to support it, and that it is not interposed for delay. The signature of a party constitutes a certificate by him that the pleading is not interposed for delay.

The trial judge, in granting the motion to strike, held that, for purposes of Subsection 4 of Section 9.4, an attorney whose signature is not affixed to the pleading cannot sign the affidavit attached to that pleading, as doing so would constitute improper verification. The trial judge further held that Counselor Peter Y. Kerkulah, who signed the affidavit, did not sign the bill of information. In disposing of this issue, the Chambers Justice disagreed, reasoning that all the lawyers who signed the petition and the affidavit are members of the same law firm; therefore, the trial judge erred in striking the appellee's bill of information.

Our law provides that an attorney's signature in verification of a complaint constitutes an oath that, to the best of his knowledge, information, and belief, there is good ground to maintain the action and that it is not interposed for delay. Civil Procedure Law, Rev. Code 1: 9.4(4). This law is clear and unambiguous: the affidavit should be signed by one of the attorneys of record. In the present case, Counselor Peter Y. Kerkulah, who signed the affidavit, is one of the attorneys of record at the Jones and Jones Law Firm. The Jones and Jones Law Firm represents the appellee and filed the bill of information; therefore, by operation of law, all lawyers within the firm are considered counsel of record. In our jurisdiction, when a case is commenced by a law firm, responsibility extends to all lawyers within that firm to have a sound understanding of the client's cause and to be capable of adequately representing the client. While there may be instances where a particular lawyer serves as lead counsel, this does not preclude other lawyers within the same firm from acting on behalf of the client. A retainer agreement executed by a law firm to prosecute a client's cause covers and binds all lawyers within that firm. The notion of exclusive

personal handling of a case within a firm may, in many instances, operate to the detriment of the client. This rationale underlies the Supreme Court's encouragement for lawyers to practice within law firms. Had this been Counselor Peter Y. Kerkulah's personal case, and the other lawyers were from different law firms, Section 9.4(4) could have been applicable. Our colleague, therefore, properly held that the granting of the motion to strike the bill of information filed by the appellee constituted reversible error. The Civil Procedure Law, Rev. Code 1:9.4(1) states: "Every pleading except one containing only issues of law shall be verified on oath or affirmation that the averment or denials are true upon the affiant's personal knowledge or upon his information and belief." In this case, such verification shall be made by any attorney of the party of the firm representing the party. Since the attorney who signed the affidavit is one of the attorneys of the firm representing the respondent, such verification is not an improper verification.

Before concluding this Opinion, we must state categorically that our focus is on the narrow issue of whether the trial judge erred in ordering the appellee's bill of information stricken for improper verification. This review cannot extend to the issues raised in the petition for cancellation or the bill of information, because those issues are not properly before us. We leave those issues for the trial court to address first, and, in the event of dissatisfaction, the aggrieved party may legally bring them to our attention.

WHEREFORE, AND IN VIEW OF THE FOREGOING, the alternative writ issued is upheld, and the peremptory writ ordered is sustained. The Clerk of this Court is hereby ordered to send a Mandate to the court below, commanding the judge presiding to resume jurisdiction and proceed consistent with the Judgment of this Opinion. Costs to abide the final determination of this matter. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLORS MARK M.M. MARVEY AND MORIAH YEAKULA KORKPOR APPEARED FOR THE APPELLANT. COUNSELLORS JACOB K. DARRELL AND SAMWAR S. FALLAH APPEARED FOR THE APPELLEE.