

BEFORE THE HONORABLE SUPREME COURT OF REPUBLIC OF LIBERIA
SITTING IN ITS OCTOBER TERM, A.D. 2019

BEFORE HIS HONOR: FRANCIS S. KORKPOR, SR.....CHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE
BEFORE HER HONOR: SIE-A-NYENE G. YUOHASSOCIATE JUSTICE
BEFORE HIS HONOR: JOSEPH N. NAGBE.....ASSOCIATE JUSTICE
BEFORE HIS HONOR: YUSSIF D. KABA.....ASSOCIATE JUSTICE

Salem Juidi of the City of Monrovia, Republic of Liberia	Appellant	)	
	Versus	)	<u>APPEAL</u>
Mrs. Marlene Grimes Bouyou of the United States		)	PETITION FOR
Of America by her through her Attorney-In-Fact		)	CANCELLATION OF
Anthony Robertson of the City of Monrovia, Republic		)	LEASE AGREEMENT
Of Liberia.....	Appellee	)	
<u>GROWING OUT OF THE CASE:</u>			
Mrs. Marlene Grimes Bouyou of the United States		)	
Of America by her through her Attorney-In-Fact		)	
Anthony Robertson of the City of Monrovia, Republic		)	
Of Liberia.....	Petitioner	)	
	Versus	)	PETITION FOR
Lewis Haddad by and thru his Attorney-In-Fact		)	CANCELLATION OF
Ross Alpha Morris of the City of Monrovia.....	1 st Respondent	)	LEASE AGREEMENT
	And	)	
Salem Juidi of the City of Monrovia, Republic of		)	
Liberia	2 nd Respondent	)	

HEARD: December 13, 2018

DECIDED: February 7, 2020

MR. CHIEF JUSTICE KORKPOR DELIVERED THE OPINION OF THE COURT

This appeal is before us from the final ruling entered on July 12, 2016, by His Honor Yussif D. Kaba, then presiding over the Civil Law Court, Sixth Judicial Circuit, Montserrado County in favor of Marelene Grimes Bouyou (appellee) against Lewis B. Haddad, 1st respondent in the court below and Salem Juidi, 2nd second respond in the court below and now (appellant). Here is a brief summary of the facts culled from the certified records:

On March 16, 1990, a lease agreement was entered into by and between the late Rosina Grimes (lessor) and Lewis B. Haddad (lessee) for a period of 20 years with an optional period of ten years. The parties agreed that the period certain of the lease agreement, along with the optional period, should expire on March 16, 2020. Upon the death of Rosina Grimes, her daughter, Marlene Grimes Bouyou, and Anthony Robinson, were issued letters of administration to administer her intestate estate. The estate was subsequently closed and a curator deed issued by the Monthly and Probate Court for Montserrado County in favor of

Marlene Grimes Bouyou for the identical property, subject of these cancellation proceedings. By the issuance of a curator deed to the appellee, she became the sole owner of the leased property and because she was residing outside of Liberia, she appointed and constituted Anthony Robinson as her attorney-in-fact to act in her place and stead.

Clause #3 of the 1990 lease agreement between Rosina Grimes and Lewis Haddad stipulated:

"It is agreed and understood by the parties hereto that the lessee shall construct a three (3) storey building on the demise[d] premises at an estimated cost of \$100,000.00 (One Hundred Thousand Dollars) within five years of the signing of the lease agreement."

Notwithstanding the obligation of Lewis B. Haddad to construct a 3-storey building on the leased premises at the cost of \$100,000.00 as stipulated under the lease agreement, he contacted Marlene Grimes Bouyou and pleaded with her that due to the civil war in Liberia which presented a situation of *force majeure*, he could not perform; the parties then met and agreed to amend and did amend Clause #3 of the lease agreement to provide as follows:

"Lessee represented that due to the civil disturbances which occurred in the Country a few years ago, he was unable to comply fully with the provision of count three of the said agreement. Therefore, it is agreed and understood by the parties that the lessee shall complete the building on the said premises within the period of ten (10) years, commencing March 15, 2001".

Also amended was Clause #5 of the lease agreement. The previous version reads:

"It is agreed and understood by the parties hereto that the lessee shall have the right to sub-let and/or assign a portion or the whole of the demise[d] premises under the following conditions: (a) written consent from lessor..."

The amended version reads:

"It is agreed and understood by the two (2) parties hereto that count five (5) of the said agreement be cancelled and shall be as follows: the lessee shall have the right to sublet and/or assign a portion or the whole demise[d] premises to others, after notifying the lessor by writing." [Emphasis supplied]

These amendments were signed by the parties, probated and registered as required by law thereby forming a cogent and integral part of the original lease agreement of 1990.

On November 17, 2010, Lewis B. Haddad wrote a letter to Anthony Robertson, Attorney-in-Fact for Marlene Grimes Bouyou, informing him that he had relinquished or transferred his leasehold rights to Salem Jurdi, and had entered into what he called a "quick claim agreement" with Salem Jurdi for the occupancy of the demised premises for the full and complete period indicated in the original lease agreement. He said that the decision to turn

over his lease hold right to Salem Jurdi was due to his poor health and his inability to continuously supervise and/or perform the mandatory terms and conditions of the lease agreement.

The appellee was dissatisfied with the manner in which Lewis B. Haddad assigned the leased property to Salem Jurdi without first informing her through a written communication in keeping with the clear provision of Clause #5 of the lease agreement as amended. She therefore sought the intervention of her legal counsel, Counsellor Peter W. Howard, who wrote a letter inviting Salem Juidi to a conference on November 19, 2015. At the conference attended by Salem Juidi and his Lawyer, Attorney Joseph Kolleh, he said that he was now in charge of the property based on a so called "quick claim agreement" he entered into with Lewis B. Haddad, a copy of which he exhibited. He also said that he had placed tenants on the premises that were paying rents directly to him. The appellee made it clear during the conference that the purported "quick claim agreement", being in violation of Clause # 5 of the lease agreement as amended, was illegal. She however indicated that since the lease agreement would expire on March 16, 2020, she was willing to allow Salem Juidi to remain in charge of the premises provided he pays the rent arrears in the amount of US 3,000.00. Salem Juidi agreed in principle to pay the rent arrears, but said he would do so in April, 2016. The appellee said that the time proposed by Salem Juidi to pay the rent arrears was too far. The parties then agreed to meet at another conference on November 26, 2015, to conclude on the time for Salem Juidi to pay the rent arrears. But Salem Juidi and his lawyer failed to attend the subsequent conference. Counsellor Peter Howard then intimated to the appellee that Attorney Joseph Kolleh called him and said that his client (Salem Juidi) had discovered another lease agreement signed between Lewis B. Haddad and the late Rosina Grimes extending the original lease up to and including March 26, 2030. No such subsequent lease agreement was however produced. Apparently, this new revelation in the matter of the leased property which the appellee considered spurious infuriated her. She therefore instructed her client to file this petition for the cancellation of the lease agreement entered into by and between the late Rosina Grimes and Lewis Haddad on March 16, 1990, and the amendment thereto signed between Marlene Bouyou and Lewis Haddad on March 20, 2001.

When the petition for cancellation was filed with the Sixth Judicial Circuit, Civil Law Court for Montserrado County on December 30, 2015, a writ of summons was issued and placed in the hands of the sheriff for service on the named respondents. The sheriff returns showed that Lewis B. Haddad, by and through his Attorney-in- Fact, Alpha Ross Morris, signed for and received a copy of the writ of summons together with the complaint. The records showed, on the other hand, that Salem Juidi could not be found and thus was not served. On February

15, 2016, a writ of resummons was prayed for and issued by the clerk of the lower court and placed in the hands of the sheriff for service on Salem Juidi. The sheriff returns revealed that he still could not be found and therefore was not served. On March 11, 2016, one of counsels for the appellee wrote a letter to the trial judge requesting his approval for service by publication, since Salem Juidi could not be seen or found to be served with summons or resummons. We quote the letter written to the judge:

“BARBU & HOWARD, INC
22ND Street Sinkor
Fiamah and Russell Avenue, Sinkor
Monrovia, Liberia

March 11, 2016

His Honor Peter W. Gbenewelleh
Assigned Judge, Civil Law Court
Temple of Justice, Monrovia
Liberia

MAY IT PLEASE YOUR HONOR:

We are counsels for the Petitioner in the below captioned case, and most respectfully request that the Petitioner herein be granted approval for Publication so as to bring the 2nd Respondent under the jurisdiction of the court. This request is made because a writ of summons and re-summons had been issued out of this court to be served on the respondent, but the sheriff returns showed that the Respondent cannot be served because his whereabouts are not known. The Court is requested to take judicial notice of the case file:

Mrs. Marlene Grimes Bouyou of the United States
Of America by her through her Attorney-In-Fact
Anthony Robertson of the City of Monrovia, Republic
Of Liberia.....Petitioner

Versus

Lewis Haddad by and thru his Attorney-In-Fact
Ross Alpha Morris of the City of Monrovia...1st Respondent

And

Salem Juidi of the City of Monrovia, Republic of
Liberia2nd Respondent

Petition for cancellation
of Lease Agreement

Respectfully Submitted
Peter W. Howard
Counsellor-At-Law"

The trial judge granted the request of the appellee's counsel and ordered that the writ of summons, the petition and the affidavit in the cause of action be published in a local daily and this was done.

Although the records show that Lewis B. Haddad was served with the writ of summons together with the petitioner's petition for cancellation by and thru his Attorney-in-Fact, Ross

Alpha Morris, and Salem Juidi was served through publication, neither of them file returns as required by law. On July 1, 2016, the appellee requested and was granted a clerk certificate indicating that both Lewis B. Haddad and Salem Juidi failed or neglected to file their respective returns.

The trial of the case commenced on July 7, 2016. At the call of the case, the court observed the absence of Lewis B. Haddad and Salem Juidi and/or their counsels. The sheriff returns showed that they were not served notices of assignment because they were not found. The appellee requested and a default judgment was entered against Lewis B. Haddad and Salem Juidi. The court entered a plea of not liable in their favor and an imperfect judgment was ordered entered in favor of the appellee to be made perfect by the production of evidence as required by law.

The appellee's witnesses took the stand and testified to, identified, and confirmed certain pieces of documents. The documents were marked by court and admitted into evidence to form a cogent and integral part of the proceedings. The appellee thereafter rested with the production of oral and documentary evidence, waved oral argument and submitted the case for final judgment.

On July 12, 2016, the trial court rendered its final judgment and held that Lewis B. Haddad violated Clause #5 of the lease agreement by executing the purported "quit-claim lease agreement" with Salem Juidi without prior notice to the appellee as stated in the lease agreement. The court then ordered the lease agreement of March 11, 1990, entered into by Rosina Grimes and Lewis B. Haddad for the period of twenty years with optional period of ten years and the amendment thereto dated March 20, 2001 between Marlene Bouyou and Lewis B. Haddad cancelled.

Because no counsel appeared for Lewis B. Haddad and Salem Juidi, the court appointed Counsellor Mamee Gongbar to take the final ruling for them. Counsellor Gongbar noted exception to the final ruling of the trial court and announced an appeal on behalf of Lewis B. Haddad and Salem Juidi to the Supreme Court sitting in its October Term 2016.

On July 22, 2016, Salem Juidi, by and thru Attorney Domity C. Akoi, Jr., filed a bill of exceptions consisting of five counts substantially contending that the Judge did not give him the opportunity to file his answer so that he would be heard before the case was decided; that the judge committed a reversible error when he ruled against him when he was out of the bailiwick of the court and was never served the writ of summons by publication due to the fact that he was in the rural part of Liberia - Gbapolu County, where there was no access to

information, daily news or other news media; and that the judge ignored the law by hearing the merits of a real property case without giving him the opportunity to be heard as mandated by the Supreme Court of Liberia in many opinions.

For his part, Lewis B. Haddad filed no bill of exceptions, and other than the announcement of an appeal by the court appointed counsel Counsellor Mamee Gongbar on his behalf, no further step was taken to perfect his appeal.

On July 25, 2016, the appellee, by and thru her counsel, filed a motion before the lower court to dismiss the appeal announced by the court appointed counsel on behalf of Lewis B. Haddad because he failed to file his bill of exceptions and take other steps in perfecting his appeal. In respect to Salem Juidi, the appellee noted that he filed his bill of exceptions in statutory time and took other steps in perfecting his appeal; therefore, the motion to dismiss did not apply to him. The appellee further contended in the motion to dismiss that the so-called "quit claim" lease agreement between Lewis B. Haddad and Salem Juidi violates Clause #5 of the lease agreement between Rosina Grimes and Lewis B. Haddad as amended because it was concluded without prior notice to the appellee. The appellee argued that it would be unfair to allow Salem Juidi with whom she has no lease contract to continue to receive rents from her premises since the lease agreement with Lewis B. Haddad has been cancelled and Lewis B. Haddad did not perfect his appeal to the Supreme Court. She therefore requested that all rental payments from the demised property be placed in an escrow until these cancellation proceedings are decided by the Supreme Court.

In response to the motion to dismiss, Salem Juidi agreed with the appellee that the motion to dismiss does not apply to him. Concerning the request of the appellee to have rents from the premises placed in an escrow account, he argued that the trial court was without jurisdiction to sequester rent and place it in an escrow; that until the case is finally decided by the Supreme Court, the rents from the demised property should be paid to him.

In deciding the motion to dismiss and the request for sequestration of rent, the trial court ruled that Salem Juidi perfected his appeal; therefore the appeal announced by the court appointed counsel in his behalf could not be dismissed. Regarding sequestration of rent, the court held that all rental payments for the premises, subject of these cancellation proceedings should be held in an escrow account under the supervision of the Civil aw Court, Sixth Judicial Circuit Court, Montserrado County, pending the final determination of the case by the Supreme Court. To this ruling, Salem Juidi noted exception and informed the court that he shall take advantage of the law controlling. The records reveal however, that he did not take any further

step for the review of the trial court's decision through a remedial process. Instead, he perfected his appeal taken from the ruling in the petition for cancellation of lease and the case is now before us for final appellate review.

From the pleadings and arguments of the parties contained in the records, we have determined that there are three salient issues determinative of this case. They are:

1. Whether or not the default judgment entered in this case was legally and regularly obtained at the trial court and should therefore be upheld by this Court?
2. Whether or not under the facts of this case Lewis B. Haddad violated the terms of Clause #5 of the lease agreement between him and Rosina Grimes as amended to warrant the cancellation of the said lease agreement?
3. Whether or not Salem Juidi, with whom the appellee has no lease contract, can prevail against her in this appeal?

We shall address the issues in the order in which they are presented, beginning with the first issue - whether or not the default judgment entered in this case was legally and regularly obtained at the trial court and should therefore be upheld by this Court? According to *Black's Law Dictionary, 9th edition*, default judgment is defined as a judgment entered against a defendant who has failed to plead or otherwise defend against the plaintiff's claim. It is a judgment entered as a penalty against a defendant who does not comply with the order of court, usually to respond to the plaintiff's allegation(s) contained in a law suit.

The proper issuance and service of a writ of summons is a prerequisite for the entering of a default judgment. Under Liberian law and practice, a court can only assume jurisdiction over a party when a writ of summons is issued and served on that party commanding him/her/it to appear in court and answer to a complaint within a specified time. A writ of summons therefore serves as a notice to the defendant of a pending law suit. It is an instrument used to commence a civil action or special proceedings and is a means of acquiring jurisdiction over a party. *Section 3.33, 1LCL Revised, Civil Procedure Law* provides that the writ of summons shall be directed to the ministerial officer of the court in which the action is brought; shall state the court and names of the parties, together with their addresses if known; shall be signed by the clerk and bear the seal of the court; shall state the time within which the defendant is required to appear and defend; and shall notify the defendant that in case of failure to do so judgment by default will be rendered against that defendant for the relief demanded in the complaint. In a court not of records, a statement of the substance of the complaint shall be included in the summons.

The ministerial of the court in which an action is brought is mandated by law to serve the summons and make returns on the back of the summons. If the defendant is not served for

whatever reason, the ministerial officer is required by law to indicate the reason(s) in the returns on the back of the summons. Where no writ of summons is served on a party, the court does not acquire jurisdiction over that party. *Ducan et al. v Cornomia* [2004] LRSC 26; 42 LLR 309 (2004).

The inability of the ministerial to serve the writ of summons on the defendant within a period of ten day as of the date of its issuance renders the summons invalid. The ministerial officer shall make returns as to the manner of service or the reason(s) why the defendant was not served. A resummons is thereafter prayed for and if granted, executed. If the returns on the writ of resummons shows that the defendant has not been served, and if the plaintiff makes an application not later than ten days after such returns, the court shall order service of the summons to be made by publication in a recognized local daily. An order for service by publication from the court shall direct that the summons be published together with a brief statement of the object of the action in a recognized local daily four times, at least once in each of four successive weeks. The first publication shall be made within twenty days after the order is granted. On the day of each publication, the law mandates that a copy thereof together with the copy of the complaint shall be mailed by registered mail to the last known address of the defendant. [Reliance: Section 40, 1LCL Revised, Civil Procedure Law.] Service by publication is considered done and fully completed on the day when the last notice is published and mailed to the last known address of the defendant. This is the requirement of the law.

In the case before us, an action of cancellation of lease agreement was filed by the appellee against the appellants on December 30, 2015. A writ of summons was issued out of the Sixth Judicial Circuit Court, Montserrado County and placed in the hands of the sheriff for service. In keeping with the returns of the sheriff, Lewis B. Haddad was served by and through his Attorney-in- Fact, Ross Alpha Morris, but Salem Juidi could not be found, therefore he was not served. The court thereafter ordered the issuance of the writ of resummons to be served on Salem Juidi, who, the sheriff returns indicated, could still not be found. Thereafter the court, based on the request made by the appellee's counsel, ordered a publication of the summons together with the complaint in a local daily and a copy thereof be mailed to the last known address of the appellant in keeping with Chapter 3, Section 3.40 of 1LCL Revised, Civil Procedure Law which provides:

"If the return on the writ of summons shows that the defendant has not been served and if the plaintiff makes an application not later than ten days after such returns, the court shall order service of the summons to be made by publication. An order for service by publication from the court shall direct that the summons be published together with a brief statement of the object of the

action in a recognized newspaper for a specified time, at least once in each of four successive weeks. The first publication shall be made within twenty days after the order is granted. On the day of each publication, a copy thereof together with a copy of the complaint shall be mailed by registered mail to the last known address of the defendant.”

A careful perusal of the records shows that the appellee published the writ of summons together with the complaint once a week in four successive weeks in the *In Profile Daily Newspaper* and mailed same to the last known address of Salem Juidi at the Top Floor, Lion Stationary Store, Benson Street, Opposite the Mosque. The records also show that the publications were indeed mailed to Salem Juidi as indicated by postal receipts dated April 28, 2016; May 3, 2016; May 12, 2016; and May 19, 2016, respectively. We hold that by these publications, the appellee fully complied with the above quoted section of our statute regarding service by publication. And in accordance with *Section 3.41, 1LCL Revised*, Civil Procedure Law, service by publication was complete on the day when the last notice was published and mailed to Salem Juidi pursuant to the order of the lower court.

At the call of the case, on June 7, 2016, the appellee and her counsel were present in court but Lewis B. Haddad and Salem Juidi and/or their counsels were absent. Upon the request of the appellee's counsel, the trial judge ordered the sheriff to call Lewis B. Haddad and Salem Juidi three times at the entrance of the court; the order was carried out and the sheriff's report indicated that they did not answer. Thereafter, the appellee, through her counsel, prayed for default judgment which was granted by the court.

Section 42.1, 1LCL Revised, Civil Procedure Law provides:

“If the defendant has failed to appear, plead, or proceed to trial, or if the court orders a default for any other failure to proceed, the plaintiff may seek a default judgment against him”

In line with the above quoted statute, this Court has held that the failure of a party, upon service of process, to appear, file or proceed to trial is a ground for a default judgment against the defaulting party. *Liberia Wood Processing Corp. V. Allison*, 40 LLR, 199.

The practice in vogue is that on entering a default judgment in favor of a party, that party is required to provide proof of his/her case. The trial court in this case therefore entered a plea of not liable in favor of Lewis B. Haddad and Salem Juidi and the appellee, who was granted an imperfect judgment of default, was required to make the judgment perfect by the production of evidence as required by law. The appellee's witnesses took the stand and testified to, identified, and confirmed certain pieces of documents. The instruments testified to and identified by the appellee's witnesses are: a) lease agreement dated March 11, 1990, entered into by Rosina Grimes and Lewis B. Haddad for the period of twenty years with an

optional period of ten years commencing on March 16, 1990, up to and including March 15, 2020; b) letters of administration issued by the Monthly and Probate Court for Montserrado County to Marlene Grimes Bouyou and Anthony Robertson to administer the intestate estate of Rosina Grimes; c) a curator deed issued to Marlene Grimes Bouyou by the Monthly and Probate Court for Montserrado County for the property covered by the lease agreement and subject of these cancellation proceedings; and d) an amended lease agreement dated March 20, 2001, signed by Marlene Grimes Bouyou and Lewis B. Haddad. The instruments were marked by court and admitted into evidence to form a cogent and integral part of the proceedings. The appellee then rested with the production of oral and documentary evidence, waved oral argument and submitted the case for final judgment. Thereafter, the trial judge, based on the weight of the evidence adduced by the appellee, entered a final ruling on July 12, 2016, cancelling the lease agreement of March 11, 1990, entered into by Rosina Grimes and Lewis B. Haddad for the period of twenty years with optional period of ten years and the amendment thereto dated March 20, 2001 between Marlene Bouyou and Lewis B. Haddad.

We hold that given the facts and circumstances of this case, the default judgment entered against the Lewis B. Haddad and Salem Juidi was legally and regularly obtained.

We address next, the next issue - whether or not Lewis B. Haddad violated the terms of Clause #5 of the lease agreement between him and Rosina Grimes as amended to warrant the cancellation of the said lease agreement? We answer in the affirmative. The evidence adduced in this case indeed shows that Lewis B. Haddad was in clear violation of Clause #5 of the lease agreement.

Clause #5 of the original lease agreement between Rosina Grimes and Lewis B. Haddad quoted above provides that the lessee shall have the right to sub-let and/or assign a portion or the whole of the demised premises only upon a written consent from the lessor. This provision of the lease agreement was mutually amended giving the lessee the right to sublet and/or assign a portion or the whole demise[d] premises to others but only, "after notifying the lessor by writing." Lewis B. Haddad contended that he provided notice to the appellee by and through her Attorney-in-Fact. We see in the records, a letter addressed to Anthony Robertson, Attorney-in-Fact for Marlene Bouyou, dated November 17, 2010 in which Lewis B. Haddad informed that he had relinquished or transferred his leasehold rights to Salem Juidi, and had entered into what he called a "quick claim agreement" with Salem Juidi for the occupancy of the demised premises for the full and complete period indicated in the original lease agreement.

We also see in the records, what is referred to as a "quit claim" agreement signed between Lewis B. Haddad and Salem Juidi under which the former assigned his rights under the lease agreement with Rosina Grimes to the latter. This instrument was signed on September 20, 2010. This means that it took about two full months after the instrument was signed before information was provided to the appellee. This, in our view, does not constitute prior notice, as contemplated under Clause #5 of the lease agreement between Rosina Grimes and Lewis B. Haddad as amended. As we see it, Lewis B. Haddad was required to inform the appellee in writing before signing whatever agreement that transferred his rights under the lease agreement he had with the appellee, and not after making such assignment as was done by him. It is trite law that a failure of a party to follow and abide by the express terms and conditions of an agreement is a ground for the cancellation of that agreement.

We therefore fully agree with the trial judge when he ordered cancelled the lease agreement of March 11, 1990, entered into by Rosina Grimes and Lewis B. Haddad for the period of twenty years with optional period of ten years and the amendment thereto dated March 20, 2001, between Marlene Bouyou and Lewis B. Haddad due to the violation of the said agreement by Lewis B. Haddad.

The last issue is-whether or not Salem Juidi, with whom the appellee has no lease contract, can prevail against her in this appeal? We hold no. Quite frankly, we cannot comprehend why the appellant, Salem Juidi is pursuing this appeal against the final ruling entered by the trial judge in favor of the appellee. Salem Juidi is not a party to the lease agreement between Rosina Grimes and Lewis B. Haddad, neither does he have an agreement with Marlene Grimes Bouyou, the daughter and legal representative of Rosina Grimes or any other representative of Rosina Grimes for a portion of the property in question. He claimed that he was given an assignment of lease by Lewis B. Haddad. The question is, the trial court having found, and indeed properly so, that Lewis B. Haddad did not execute the said assignment in keeping with law, and Lewis B. Haddad having failed to perfect his appeal to this Court, does Salem Juidi have a cause to pursue against the appellee? Is his case or defense different from that of Lewis B. Haddad? We think not. It is clear that whatever right(s) if any, Salem Juifdi may have, flowed from the purported assignment of lease he had with Lewis B. Haddad. That assignment having been declared improperly executed and cancelled by the trial court, makes Salem Juidi a total stranger on the premises of the appellee. If he feels aggrieved in anyway, his recourse certainly cannot lie against the appellee.

WHEREFORE, and in view of the foregoing, the appeal is denied and dismissed. The final ruling of the lower court from which this appeal was taken is affirmed. The Clerk of this Court

is ordered to send a mandate to the Sixth Judicial Circuit, Civil Law Court commanding the judge presiding therein to resume jurisdiction over this case and give effect to this Opinion. Costs are ruled against the appellant, Salem Juidi. IT IS SO ORDERED.

Counsellors Kuku Y. Dorbor and Anthony D. Mason of the Henries Law Firm appeared for the appellee.

Counsellor Domity C. Akoj, Jr. appeared for the appellant.

Appeal denied.