

BEFORE HIS HONOUR : EMERY S. PAYEASSIGNED CIRCUIT JUDGE

Republic of Liberia.....PLAINTIFF
 VERSUS
 Alex Tyler of the City of Monrovia,
 Montserrado County,
 Liberia.....DEFENDANT

PLAINTIFF'S EXCEPTIONS TO
 DEFENDANTS' CRIMINAL
 APPEARANCE BOND

GROWING OUT OF THE CASE:

Republic of Liberia.....PLAINTIFF
 VERSUS
 G. Varney Sherman , ECB Jones , Christopher Onanuga,
 Alex Tyler and Stable Mining, Inc., by and thru its authorized
 Representative , All of the City of Monrovia,
 Montserrado County,
 Liberia.....DEFENDANTS

1. BRIBERY
2. CRIMINAL CONSPIRACY
3. ECONOMIC SABOTAGE
4. CRIMINAL SOLICITATION
5. CRIMINAL FACILITATION

PLAINTIFF'S EXCEPTIONS TO THE CO- DEFENDANT J.ALEX TYLER'S
 CRIMINAL APPEARANCE BOND

The Plaintiff in the above entitle cause of action excepts to the Criminal Appearance Bond filed by the surety, SKY INTERNATIONAL INSURANCE CORPORATION of Liberia in the above entitled cause of action in favor of the Co-Defendant J. Alex Tyler and for reasons, legal and factual showeth, to wit:

1. That a document purporting to be a bond with the SKY INTERNATIONAL INSURANCE CORPORATION as surety was filed on behalf of CO-Defendant J. Alex Tyler on May 25, 2016 for the amount of **USD\$150,000.00**.
2. Plaintiff says that the purported bond is insufficient, inadequate and invalid in that while it is alleged in the purported bond that the amount **USD\$150,000.00** has been set aside as security, the surety has not established that the said amount has been deposited in the government depository or a reliable bank and a receipt issued therefor showing the purpose for the amount deposited, as well as stating that the amount deposited will be released only upon the written request of your Honour as required by both the Civil and Criminal Procedural Law of Liberia. For this violation of the controlling statute, the purported bond is a legal nullity and should be set aside and Plaintiff so prays.
3. Plaintiff says that the bond proffered by SKY INTERNATIONAL INSURANCE CORPORATION of Liberia is further fatally defective and for the reason that there is no bank statement to support the claim that the surety has said amount in its account neither is there a listing of assets to show that it has assets sufficient to underwrite the bond proffered exclusive of all encumbrances. For this violation of the statue controlling the bond is null and void ab ignition and therefore should be declared insufficient and inadequate and Plaintiff so prays.
4. That the Co-Defendant's Surety the Sky International Insurance corporation of Liberia Certificate of Business Registration shows that the surety is registered to engaged in Life Insurance, not the issuance of Criminal Appearance Bond and also there no evidence of the Co-Defendant's Surety licenses to operate in the year 2016 as an insurance company, an authority that is authorized by the Central Bank of Liberia. Plaintiff says that for said legal defect, the entire bond should be set aside, Plaintiff so prays. Moreover, the Co-Defendant Surety failed to show any evidence of a Board resolution authorizing the Surety to engage in the issuance of criminal appearance bond and for said reason the bond should be set aside. Also its articles of Incorporation did not state that the Surety shall engage in the issuance of Criminal Appearance Bond.

FILED THIS 23RD DAY OF MAY 2016
 KNOWLES W. SHAIN, SR.
 CLERK OF COURT
 1:41 pm
 Knowles W. Shain Sr.

5. That Plaintiff says that the purported bond filed on behalf of Co-Defendant, J. Alex Tyler is further insufficient, inadequate, defective, and invalid in that it does not conform to the requirements for the issuance of a bond by an insurance company as mandated by the Honourable Supreme Court of the Republic of Liberia in the case **Robinson and Others vs. Quiah Brothers et al** which was decided on March 1, 2012, and also the statute under both the Civil and Criminal Procedure Laws of Liberia. The Supreme Court in its opinion mandated that a defendant presents an insurance company as either his or her surety, it is mandatorily required that the defendant shall inter alia present:
1. Articles of Incorporation of the Insurance Company;
 2. Registration of the Insurance Company with the appropriate government Ministry or Agency;
 3. Clearance from the Ministry of Finance evincing that taxes has been paid; and
 4. Evidence of Assets of the Insurance Company, within the Republic of Liberia, to commensurate with the amount charged in the writ or the indictment (if in a criminal case).
6. Further to Counts 5 above, Plaintiff most respectfully prays Your Honour to take Judicial notice and that:

No evidence such as a certificate or other legal instrument from an appropriate legal authority such as the Central Bank of Liberia is attached to the purported bond evidence shown that the surety possess asset within the Republic of Liberia sufficient to cover the obligation undertaken by the surety. Plaintiff therefore prays that the purported bond be declared invalid and set aside and dismissed.

7. Plaintiff further says that the bond is defective as it places a specified period (one year) that the surety would serve as surety for the Co-defendant contrary to the statutory requirement calling for bond to remain for the duration of case before a court, that is, up to the termination or logically conclusion of a case. For this legal defect the bond should be declared insufficient and set aside.
8. Plaintiff further excepts and says that because there is no Assets listing with proof or evidence that said assets are within the republic of Liberia and free of all encumbrances, Plaintiff says that the said Bond is a fit subject of denial and should be set aside for lack of legal sufficiency.
9. Plaintiff says that the Surety for Co-Defendant herein, had been disqualified by the Commercial Court of Liberia for its failure to indemnify and stand for its commitment in a case that was once before the said Court. Plaintiff gives notice to Court that during the course of these proceedings it will cause the issuance of the Writs of Subpoena Duces Tecum and Attestificandum on the Clerk of the Commercial Court of Liberia to testify to the effect that the Co-Defendant's Surety did failed to indemnify its Surety in a case once before the said Court and SKY Insurance Corporation was stopped by the Commercial Court to proffer Bond.
10. That the Co-Respondent's Surety lacks the financial capacity to proffer Criminal Appearance Bond of the amount in the Bond because the said Surety has liens or has filed several bonds before the Courts of Liberia undetermined in many criminal matters amounting to over US\$440,000.00 just for the period April 2015 to present exclusive of prior periods to which Plaintiff gives notice to Court that it will cause the issuance of the Writs of Subpoena Duces Tecum and Ad Testificandum on the Clerk of Criminal Court "A" to produce and testify to the Bond Registry for Montserrado County, Liberia.
11. Further to count 10 above, Plaintiff says that the assets of the surety have encumbrances as a result of the many bonds filed before courts in Liberia thereby causing the Surety to lack the financial capacity to proffer such Bond all of which Plaintiff stands ready to prove during the hearing of these exceptions.

WHEREFORE AND IN VIEW OF THE FOREGOING, Plaintiff prays that the purported bond filed by Co- Defendant, J. Alex Tyler be declared insufficient, invalid and defective; and that same be set aside, and that the Co-defendant be re-arrested, made to make his bond sufficient, failing which he should be remanded to prison until such time a new, sufficient and valid bond is tendered and approved and grant unto Plaintiff any and all further relief that are just equitable and legal in the premise.

RESPECTFULLY SUBMITTED
BY AND THRU PLAINTIFF'S LEGAL COUNSELS
THE MINISTRY OF JUSTICE /LACC
REPUBLIC OF LIBERIA

CLLR. WHEATONIA DIXON -BARNES
ACTING MINISTER OF JUSTICE/ATTORNEY GENERAL

CLLR. J. DAKU MULBAH
COUNTY ATTORNEY/MONTSERRADO COUNTY

Cllr. Jerry D.K. Garlawolu
LEGAL COUNSEL

Cllr. Serena F. Garlawolu
Director of Felonious Crimes/MOJ

Atty. Lafayette B. Gould, Sr.
Legal Counsel

Cllr. Othello S. Payman, I
Legal Counsel/LACC

Cllr. Taweh S, Johnson
Legal Counsel/LACC

CLLR. AUGUSTINE C. FAYIAH
ASSISTANT MINISTER FOR LITIGATION/MOJ

CLLR. BETTY LAMIN BLAMO
SOLICITOR GENERAL /RL

In association with:

Atty. Kunkunyon WlehTeh
Legal Counsel

Arthur T. Johnson/Special Prosecutor
COUNSELLOR-AT-LAW

Theophilus C. Gould
COUNSELLOR-AT-LAW

Done This 27th day of MAY .D. 2016

12.00 REVENUE STAMP AFFIXED TO THE ORIGINAL.

REPUBLIC OF LIBERIA) IN THE OFFICE OF THE JUSTICE OF THE
MONTERRADO COUNTY) PEACE FOR MONTERRADO COUNTY, A.D. 2016

IN RE:

Republic of Liberia.....PLAINTIFF

VERSUS

Alex Tyler of the City of Monrovia,
Montserrado County,
Liberia.....DEFENDANTS

PLAINTIFF'S EXCEPTIONS TO
DEFENDANTS' CRIMINAL
APPEARANCE BOND

GROWING OUT OF THE CASE:

Republic of Liberia.....PLAINTIFF

VERSUS

G. Varney Sherman, ECB Jones, Christopher Onanuga,
Alex Tyler and Stable Mining, Inc., by and thru its authorized
Representative, All of the City of Monrovia,
Montserrado County,
Liberia.....DEFENDANTS

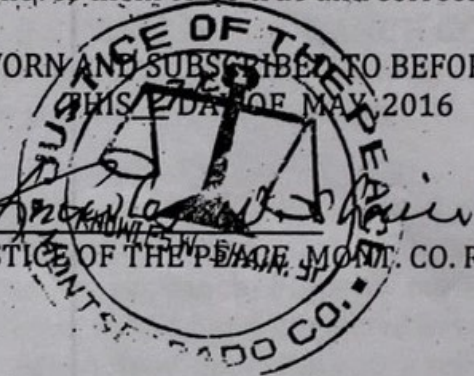
1. BRIBERY
2. CRIMINAL CONSPIRACY
3. ECONOMIC SABOTAGE
4. CRIMINAL SOLICITATION
5. CRIMINAL FACILITATION

PLAINTIFF'S AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, a duly qualified Justice of the Peace for and in Montserrado County at my office, in the City of Monrovia, county and Republic aforesaid CLLR. J. DAKU MULBAH, Counsel for PLAINTIFF in the above entitled cause of action and made oath according to law that all and singular the allegations of law and facts as set forth and contained in the foregoing and annexed PLAINTIFF'S EXCEPTIONS are true and correct to the best of his knowledge and belief and also as to those matters of the Information received, he verily believes them to be true and correct.

SWORN AND SUBSCRIBED TO BEFORE ME
THIS 2ND DAY OF MAY, 2016

JUSTICE OF THE PEACE, MONT. CO. R.L.



CLLR. J. DAKU MULBAH/AFFIANT
COUNSELLOR -AT- LAW

REPUBLIC OF LIBERIA) IN THE FIRST JUDICIAL CIRCUIT, CRIMINAL ASSIZES "C" FOR
MONTERRADO COUNTY) MONTERRADO COUNTY, SITTING IN ITS MAY TERM, TERM, A. D.
2016

BEFORE HIS HONOUR : EMERY S. PAYEASSIGNED CIRCUIT JUDGE

Republic of Liberia.....PLAINTIFF
VERSUS
G. Varney Sherman, ECB Jones and Christopher
Onanuga, All of the City of Monrovia,
Montserrado County,
Liberia.....DEFENDANTS

PLAINTIFF'S EXCEPTIONS TO
CO-DEFENDANTS' CRIMINAL
APPEARANCE BOND

GROWING OUT OF THE CASE:

Republic of Liberia.....PLAINTIFF
VERSUS
G. Varney Sherman , ECB Jones , Christopher Onanuga,
Alex Tyler and Stable Mining, Inc., by and thru its authorized
Representative , All of the City of Monrovia,
Montserrado County,
Liberia.....DEFENDANTS

- 1. BRIBERY
- 2. CRIMINAL CONSPIRACY
- 3. ECONOMIC SABOTAGE
- 4. CRIMINAL SOLICITATION
- 5. CRIMINAL FACILITATION

FILED THIS 27TH DAY OF MAY AD 2016
KNOXES W. SHAN, 5F 1948
15PK DE COURT

PLAINTIFF'S EXCEPTIONS TO THE CO- DEFENDANTS G. VARNEY SHERMAN,
ECB JONES AND CHRISTOPHER ONANUGA'S, CRIMINAL APPEARANCE BOND

The Plaintiff in the above entitle cause of action excepts to the Criminal Appearance Bond filed by the surety, OMEGA INSURANCE COMPANY of Liberia in the above entitled cause of action in favor of the Co-Defendants' G. Varney Sherman, ECB Jones and Christopher Onanuga and for reasons, legal and factual showeth, to wit:

1. That a document purporting to be a bond with the OMEGA INSURANCE COMPANY of Liberia as surety was filed on behalf of CO-Defendants G. Varney Sherman , ECB Jones and Christopher Onanuga on May 25, 2016 for the amount of **USD\$1,500,000.00**.
2. Plaintiff says that the purported bond is insufficient, inadequate, invalid and above all a product of fraud. It is alleged in the purported bond that the amount of **USD\$1,500,000.00** has been set aside as security, of which Plaintiff requests Your Honour to take Judicial Notice, the surety has failed, refused and neglected to established that the said amount has been deposited into a government depository or a reliable bank as there is not a receipt issued showing the purpose and the amount of the deposit, as well as statement that the amount deposited will be released only upon the written request of your Honour as required by both the Civil and Criminal Procedural Law of Liberia. For this violation of the controlling statute, the purported bond is a legal nullity and should be set aside and Plaintiff so prays.
3. Further, Plaintiff says that the account statement attached to the bond purporting to be the account statement of the surety, OMEGA INSURANCE COMPANY is self serving as it is a mere print out from a computer and not an official statement of account from a commercial bank operating in Liberia as it bears no name of a bank. Plaintiff says further that the mere stamping of said statement with a stamp carrying the name of a commercial bank (Ecobank Liberia Limited) does not in itself make it a statement produced by said bank as it is more likely that a fraudster may have produced same and only have it stamped Ecobank Liberia Limited and without the knowledge and/authorization of the management of Ecobank Liberia Limited since indeed the statement itself does not carry the name Ecobank as the producing bank of the statement. It is common knowledge in Liberia and a standard practice in commercial setting that instrument emanating from an institution carries the name of the institution. In the instant case, there is no name of any bank that is said to have issued out said statement but rather a handwritten inscription "ECO" at the top of the so-called statement of account and a stamp purporting to be Ecobank Liberia Limited stamp.
4. Further to count 3 above, Plaintiff says, the bond is fatally defective and for reasons that the amount reflected on the so-called statement of account could be an unpaid declared dividend to shareholders which in this case, the surety cannot be eligible for the posting of same as a bond as that by itself has liens. Also because there is no financial statement

to show the financial position of the surety in which case the total assets and liabilities could be reflected to place the court in a position to know whether or not the amount proffered for bond (USD1,500,000.00) is indeed sufficient to absorb all the company's liabilities inclusive of the bond proffered.

5. And also because Plaintiff says that the surety has failed, refused and neglected to attach assets listing to show if the surety is possessed of assets in the Republic of Liberia sufficient to savage any and all encumbrances that may have been created as a result of the operation of the surety in Liberia specifically to the posting of bonds for defendants in both criminal and civil cases as records before the Criminal Court "A" clothed with the responsibility to register all bonds in the County of Montserrado show that the surety has filed bond in favor of defendants in various cases in the amounts of over US\$1, 500,000.00 just from the period April 2015 to present exclusive of prior periods.
6. That Plaintiff says that the purported bond filed on behalf of Co-Defendants, G. Varney Sherman, ECB Jones and Christopher Onanuga is further insufficient, inadequate, defective, and invalid in that it does not conform to the requirements for the issuance of a bond by an insurance company as mandated by the Honourable Supreme Court of the Republic of Liberia in the case **Robinson and Others vs. Quiah Brothers et al** which was decided on **March 1, 2012, and also the statute under both the Civil and Criminal Procedure Laws of Liberia**. The Supreme Court in its opinion mandated that a defendant presents an insurance company as either his or her surety, it is mandatorily required that the defendant shall inter alia present:
 1. Articles of Incorporation of the Insurance Company;
 2. Registration of the Insurance Company with the appropriate government Ministry or Agency;
 3. Clearance from the Ministry of Finance evidencing that taxes has been paid; and
 4. Evidence of Assets of the Insurance Company, within the Republic of Liberia, to commensurate with the amount charged in the writ or the indictment (if in a criminal case).
7. Further to the above, Plaintiff most respectfully prays Your Honour to take Judicial notice and that:

No evidence such as a certificate or other legal instrument from an appropriate legal authority such as the Central Bank of Liberia is attached to the purported bond evidence shown that the surety possess asset within the Republic of Liberia sufficient to cover the obligation undertaken by the surety. Plaintiff therefore prays that the purported bond be declared invalid and set aside and dismissed.

8. Plaintiff further says that the law in this jurisdiction makes it emphatically clear that Courts are duty bound and vested with the power, upon exceptions by a party, to investigate any and all representations of fraud, the financial responsibility and capacity of any person, including an insurance company, which offers itself as surety to a bond and to squash, strike and dismiss said bond under penalty to all persons, if it is found that the person, including an insurance company, has perpetrated fraud and does not have the financial capacity to honour the obligation of the bond. **Plaintiff says further that the Bond is a product of Fraud and material misrepresentation, and that because of that criminal action; this Court is left with no other alternative but to set aside the bond proffered by the Co-Defendants.**
9. That the Co-Defendants' Surety lacks the financial capacity to proffer Criminal Appearance Bond of the amount in the Bond because the said Surety has liens or has filed several bonds before the Courts of Liberia undetermined in many criminal matters and there is no showing that those bonds have been returned to the surety as a result of the termination of the case. Assuming without admitting that the Surety has assets, said assets would have had encumbrance thereby causing the Surety to lack the financial capacity to proffer such Bond or Surety. Plaintiff gives notice to Court that it will cause the issuance of the Writs of Subpoena Duces Tecum and Ad Testificandum on the Clerk of Criminal Court "A" to produce and testify to the Bond Registry for Montserrado County, Liberia.
10. Plaintiff further excepts and says that because there is no Assets listing with proof or evidence that said assets are within the Republic of Liberia and free of all encumbrances,

Plaintiff says that the said Bond is a fit subject of denial and should be set aside for lack of legal sufficiency.

11. Plaintiff further submits that having alleged and produced factual and statutory evidence in support of the allegation of insufficiency and invalidity of the purported bond, this Court is under a duty to immediately summon the Co-Defendants, their Counsel and Surety to appear to show cause if any why they should be held in contempt for their misrepresentation that led this Honourable Court to approve the void, insufficient, fraudulent and invalid criminal appearance bond and upon failure to exonerate themselves and justify their actions, be held in contempt by this Honourable Court and made to face sanction in keeping with law and the so-called criminal appearance bond be set aside and have the Co-defendants herein re-arrested and upon failure to file a valid and sufficient bond be incarcerated at the Monrovia Central Prison.

WHEREFORE AND IN VIEW OF THE FOREGOING, Plaintiff prays that the purported bond filed by Co- Defendants, G. Varney Sherman, ECB Jones and Christopher Onanuga be declared insufficient, invalid and defective and subsequently be set aside as a legal nullity, the Co-defendants be remanded to prison until such time a new, sufficient and valid bond is tendered and approved; and grant unto Plaintiff any and all further relief that are just equitable and legal in the premise.

RESPECTFULLY SUBMITTED
BY AND THRU PLAINTIFF'S LEGAL COUNSELS
THE MINISTRY OF JUSTICE /LACC
REPUBLIC OF LIBERIA

CLLR. WHEATONIA DIXON -BARNES
ACTING MINISTER OF JUSTICE/ATTORNEY GENERAL

CLLR. J. DARKU MULBAH
COUNTY ATTORNEY/MONTSERRADO COUNTY

Atty. Lafayette B. Gould, Sr.
LEGAL COUNSEL/MOJ

Cllr. Jerry D.K. Garlawolu
LEGAL COUNSEL/MOJ

Cllr. Serena F. Garlawolu
Director of Felonious Crimes/MOJ

Cllr. Taweh S, Johnson
Legal Counsel

Cllr. Othello S. Payman, I
Legal Counsel/LACC

Cllr. Augustine C. Fayiah
Assistant Minister for Litigation

CLLR. BETTY LAMIN BLAMO
SOLICITOR GENERAL /RL

In association with:

Atty. Kunkunyon WlehTeh
Legal Counsel

Arthur T. Johnson/Special Prosecutor
COUNSELLOR-AT-LAW

Theophilus C. Gould
COUNSELLOR-AT-LAW

Done This 27th day of MAY .D. 2014

12.00 REVENUE STAMP AFFIXED TO THE ORIGINAL.

REPUBLIC OF LIBERIA) IN THE OFFICE OF THE JUSTICE OF THE
MONTERRADO COUNTY) PEACE FOR MONTERRADO COUNTY, A.D. 2016

IN RE:

Republic of Liberia.....PLAINTIFF

VERSUS

G. Varney Sherman , ECB Jones and Christopher
Onanuga, All of the City of Monrovia,
Montserrado County,
Liberia.....DEFENDANTS

PLAINTIFF'S EXCEPTIONS TO
DEFENDANTS' CRIMINAL
APPEARANCE BOND

GROWING OUT OF THE CASE:

Republic of Liberia.....PLAINTIFF

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G. Varney Sherman , ECB Jones , Christopher Onanuga,
Alex Tyler and Stable Mining, Inc., by and thru its authorized
Representative , All of the City of Monrovia,
Montserrado County,
Liberia.....DEFENDANTS

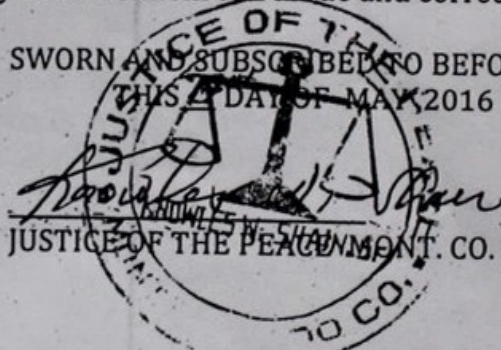
1. BRIBERY
2. CRIMINAL CONSPIRACY
3. ECONOMIC SABOTAGE
4. CRIMINAL SOLICITATION
5. CRIMINAL FACILITATION

PLAINTIFF'S AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, a duly qualified Justice of the Peace for and in Montserrado County at my office, in the City of Monrovia, county and Republic aforesaid J. Daku Mulbah , Counsel for PLAINTIFF in the above entitled cause of action and made oath according to law that all and singular the allegations of law and facts as set forth and contained in the foregoing and annexed PLAINTIFF'S EXCEPTIONS are true and correct to the best of his knowledge and belief and also as to those matters of the Information received, he verily believes them to be true and correct.

SWORN AND SUBSCRIBED TO BEFORE ME
THIS 2ND DAY OF MAY 2016

JUSTICE OF THE PEACE MONT. CO. R.L.



[Handwritten signature]

J. Daku Mulbah /AFFIANT
COUNSELLOR -AT- LAW