



IN THE HIGH COURT OF SIERRA LEONE
COMMERCIAL AND ADMIRALTY DIVISION
FAST TRACK COMMERCIAL COURT
OFF WALLACE JOHNSON STREET-GOVERNMENT WHARF

MISC. APP 485/14

ROKEL COMMERCIAL BANK (SL) LTD

PLAINTIFF

AND

BMC COYANDA PARKES
APA GROUP
AFRICANUS PARKES

DEFENDANT

REPRESENTATION:

YADA WILLIAMS & ASSOCIATES

COUNSEL FOR THE PLAINTIFF

JENKINS-JOHNSTON & CO.

COUNSEL FOR THE 1ST DEFENDANTS

GORDON-HARRIS & ALHADI

COUNSEL FOR THE 3RD DEFENDANTS

BEFORE THE HON. MR. JUSTICE SENGU KOROMA JA. RULING
DELIVERED ON THE 11TH MAY, 2017.

1. Mr. Gordon-Harris acting and on behalf of the 3rd Defendant applied to this Court by a Notice of Motion dated the 31st January, 2017 seeking a stay of Execution of the Judgment of this Court dated 17th October, 2016. After several delays Counsel by absence of Counsel, the application came up for hearing on the 3rd March, 2017. At the said hearing Mr. Remond Jones, acting for and on behalf of the Plaintiff raised a preliminary objection on the following ground:-
2. That the Judgment of this court dated 17th October 2017 was an interlocutory judgment and not final. He referred to Orders 2 and 5 of the said Judgment and submitted that leave should have been sought by the 3rd Defendant. Mr. Jones further argued that by Orders 2 and 5 there were steps to be taken in order to determine the extent of the liability of the Defendant before the Court could give a final Judgment. He referred this court to Rule 29 of the Commercial and Admiralty Court Rules, 2010.
3. Mr. Gordon-Harris in reply submitted that Orders 2 and 5 of the Judgment dated 17th October, 2016 ordered the 3rd Defendant to produce certain documents to this Court. The 3rd Defendant appeared in this Court and testified that he had no affiliation with the 2nd Defendant and could therefore not produce any document as they were not in his possession nor privy to ~~it~~ ^{them}. He submitted that it was a final Judgment and as such they could seek refuge in the Court of Appeal by filing a Notice of Appeal. Mr. Gordon Harris also submitted that compliance with Orders 2 and 5 referred to in the objection of Mr. Jones will not change or vary the final judgment which is the first Order granted.
4. I have listened to both Counsel and would want to make a general statement based on comments in Halsbrory's Law of England, 3rd Edition, and volume 22 at paragraph 1606. There is no definition of the terms "final" and "interlocutory" in any legislation or rules "and a Judgment or

Order may be final for one purpose and interlocutory for another or final as to part and interlocutory as to part "Per Lord Hansworth M.R in LIGHT Vs. WILLIAM WEST & SONS, LTD {1926} 2KB, CA at page 241. The meaning of the two words must therefore be considered separately in relation to the particular purpose for which they are required.

5. Blackstone in 3rd Blackstone Commentary 398, states that " final judgment are such as at once put an end to the action by declaring that the Plaintiff has either entitled himself, or has not, to recover the remedy he sue for one of the main tests in ascertaining the finality of a Judgment or Order is" was the Order made upon an application such that a decision in favour of either party would determine the main dispute? {See SALAMAN -V-WARNER {1891} I Q B 734, CA.}
6. I agree with these descriptions of a final Judgment and would accordingly move to apply them
7. I agree with Mr. Gordon – Harris that the first Order granted in the Judgment dated 17th October 2016 was final. This Order determined the main dispute between the Plaintiff and the 2nd and 3rd Defendant. The only remedy opened to them at this stage was to appeal. The Order 2 merely sought inquiries but would not affect the final Judgment in Order 1. In LIGHT -V- WILLIAM WEST & SON LTD {Supra} it was stated that a "Judgment may be final although it direct inquiries, or deals with costs only or is made on an interlocutory application reserves liberty to apply.

In the circumstance, the preliminary objection is overruled.


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HON MR. JUSTICE SENGU KOROMA JA.