

MISC. APP. 2/2023  
IN THE SUPREME COURT OF SIERRA LEONE



IN THE MATTER  
OF SECTION 125 OF THE CONSTITUTION OF SIERRA LEONE 1991

IN THE MATTER OF THE SUPREME COURT RULES 1982

AND

IN THE MATTER OF ORDER 52 OF THE HIGH COURT RULES 2007

AND

IN THE MATTER OF AN APPLICATION FOR JUDICIAL REVIEW FOR AN  
ORDER OF CERTIORARI TO MOVE THE SUPREME COURT, THE  
JUDGEMENT OF THE HIGH COURT DATED 16<sup>TH</sup> JUNE 2023 IN THE  
MATTER INTITULED MISC. APP. 49/2023 BETWEEN ANDY BAM AND  
SIERRA LEONE LAWN TENNIS ASSOCIATION AND OTHERS BE  
QUASHED

BETWEEN : THE SIERRA LEONE

LAWN TENNIS ASSOCIATION - 1<sup>ST</sup> APPLICANT

KEVIN KELLIE - 2<sup>ND</sup> APPLICANT

NATIONAL EXECUTIVES  
OF THE SIERRA LEONE  
LAWN TENNIS ASSOCIATION - 3<sup>RD</sup> APPLICANT

THE NATIONAL SPORTS AUTHORITY - 4<sup>TH</sup> APPLICANT

AND : ANDY BAM - RESPONDENT

CORAM

HON. MR. JUSTICE ALLAN B. HALLOWAY JSC

HON. MR. JUSTICE ALUSINE S. SESAY JSC

HON. MR. JUSTICE MANGAY F. DEEN TARAWALLY JSC

COUNSEL

J.J. CAMPBELL ESQ. for the Applicants

L.M. BARYOH ESQ. for the Respondent

**RULING**

**Delivered this      day of      2024**

The application herein, made by way of an Originating Notice of Motion dated the 24<sup>th</sup> July 2023, for and on behalf of the SIERRA LEONE LAWN TENNIS ASSOCIATION, KEVIN KELLIE, the NATIONAL EXECUTIVES OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION and the NATIONAL SPORTS AUTHORITY, the Applicants herein, seek by way of Judicial Review, the following orders:

1. An order of Certiorari to quash the Decision of the High Court dated 16<sup>th</sup> June 2023, presided over by the **HON. MR. JUSTICE ALHAJI MOMO-JAH STEVENS JCA** on the following grounds:
  - i) That the Learned Judge was wrong in law to have heard and adjudged the case before him on the basis of an Originating Summons, as the matters pleaded therein were not those which could be disposed of without hearing evidence, since there were substantial disputes as to the facts of the case, which could only be determined by hearing evidence at the Trial or alternatively on the grounds that the procedure followed by the High Court was not one authorised by law or by rules of Court.
  - ii) That the Learned Judge exceeded his jurisdiction in that he purported to exercise powers conferred on this Court alone, purporting to interpret the **CONSTITUTION OF SIERRA LEONE 1991**, a matter exclusively reserved for determination by this Court or alternatively on the grounds that the Learned Judge was wrong in law to have equated the said **CONSTITUTION OF SIERRA LEONE** with the CONSTITUTION of a Private Institution such as the SIERRA LEONE LAWN TENNIS ASSOCIATION, the 1<sup>st</sup> Applicant herein, thereby purporting to interpret the **CONSTITUTION OF SIERRA LEONE 1991**, a matter within the exclusive preserve of this Court.
2. An order of Prohibition against the Respondent herein, restraining him from interfering or intermeddling with the affairs and business of the SIERRA LEONE LAWN TENNIS ASSOCIATION, the 1<sup>st</sup> Applicant herein.
3. Any further or other order(s) as this Court may deem fit and just
4. Costs of the application herein to be borne by the Respondent

In support of the application aforesaid, is the affidavit of KEVIN KELLIE, sworn to on the 24<sup>th</sup> July 2023, the same to which several exhibits are annexed including,

Exhibit 'KK 1', being the Originating Summons dated 6<sup>th</sup> March 2023 instituting the action for which the Judgement sought to be quashed herein was given and

Exhibit 'KK 7', being the Judgement delivered by the **HON. MR. JUSTICE ALHAJI MOMO-JAH STEVENS JCA** on the 16<sup>th</sup> June 2023, sought to be quashed herein,

In opposition to the said application is the affidavit of ANDY BAM sworn to on the 16<sup>th</sup> August 2023 and the 9<sup>th</sup> October 2023 respectively.

The Applicants herein seek to have this Court invoke its supervisory Jurisdiction over all other Courts in Sierra Leone, pursuant to Section 125 of the **CONSTITUTION OF SIERRA LEONE 1991** which provides thus:

'The Supreme Court shall have supervisory jurisdiction over all other Courts in Sierra Leone and over any adjudicating authority; and in the exercise of its supervisory jurisdiction shall have power to issue such directions, orders or writs including writs of habeas corpus, orders of Certiorari, Mandamus and Prohibition as it may consider appropriate for the purpose of enforcing or securing the enforcement of its supervisory powers'.

Principally, the application herein is for an order of Certiorari to quash the Decision of the High Court dated 16<sup>th</sup> June 2023 presided over by the **HON. MR. JUSTICE ALHAJI MOMO-JAH STEVENS JCA**, the said Decision marked Exhibit 'KK 7', annexed to the affidavit of KEVIN KELLIE sworn to on the 24<sup>th</sup> July 2023. On the 16<sup>th</sup> June 2023, the **HON. MR. JUSTICE ALHAJI MOMO-JAH STEVENS JCA**, adjudged and ordered, inter alia as follows:

- i) That the 2020 CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION which came into effect on the 1<sup>st</sup> February 2020 be **DECLARED NULL** and **VOID** and shall cease to be in effect.
- ii) That the 2009 CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION be hereby restored and shall be the

to the affidavit of KEVIN KELLIE aforesaid, seeks an answer to the question whether the methods and procedures used and/or implemented by the 1<sup>st</sup>, the 2<sup>nd</sup> and the 3<sup>rd</sup> Applicants herein at the General Meeting of the SIERRA LEONE LAWN TENNIS ASSOCIATION to amend and adopt a New Constitution was lawful and procedurally accurate in accordance with its 2009 CONSTITUTION. Certainly, this solely or principally entail the construction of the 2009 CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION, the said CONSTITUTION which would qualify as some other document other than an Enactment or a Deed, Will or Contract. Contrary to the assertions of the Applicants, that the matters pleaded therein, were not those which could be disposed of without hearing evidence, since there were substantial disputes as to the facts of the case, which could only be determined by hearing evidence at a Trial, the Applicants herein, proceeded to enter an appearance to the Originating Summons aforesaid and indeed filed an affidavit in opposition disputing the claims of the Respondent herein, there being no indication from the said facts that there were substantial disputes which could only be determined by hearing evidence at a Trial. Certainly, if there were substantial disputes as to the facts that could only have been determined by hearing evidence, the Applicants ought to have raised this issue at that very stage, rather than file an affidavit in opposition as they did. In addition to the fact that these proceedings solely and principally entail the construction of the 2009 CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION and therefore qualify such proceedings to be begun by Originating Summons, there is nothing in these proceedings to suggest that the Respondent intended to apply for Judgement under Order 16 of the **HIGH COURT RULES 2007** and the said proceedings are not an action for Specific Performance.

In so far as the Application for an order of Certiorari on the grounds that the procedure followed by the High Court was not authorised by law or by rules of Court, is concerned, this Court holds the view that the Applicants have not only failed to indicate which procedures followed by the High Court was not authorised by law or by rules of Court, it fails to see what procedures followed by the High Court were not authorised by law or by rules of Court. Clearly, an Originating Summons was taken out, for and on behalf of the Respondent herein, served on the Applicants who entered an appearance and filed an affidavit in opposition. Both the Respondent herein and the Applicants herein agreed to make their submissions on their respective cases in writing, the same which they did and submitted to the Judge who proceeded to give Judgement, presumably on the basis of what was submitted to him. Surely, if there were any procedure amiss, the Applicants ought to have raised same before Judgement

rather than encourage and be complicit in the breach of some procedure only to raise same when the breach had occurred.

By reason of the above, an order to quash the Decision of the High Court dated 16<sup>th</sup> June 2023 on the grounds that the Learned Judge was wrong to have heard and adjudged the case before him on the basis of an Originating Summons or alternatively on the grounds that the procedure followed by the High Court was not one authorised by law or by rules of Court, cannot in the circumstances be granted. The Applicants herein have further applied for an order of Certiorari to quash the Decision of the High Court aforesaid, on the grounds that the Learned Judge exceeded his jurisdiction by purporting to interpret the **CONSTITUTION OF SIERRA LEONE 1991**, or that alternatively on the grounds that the Learned Trial Judge was wrong in law to have equated the said **CONSTITUTION OF SIERRA LEONE** aforesaid, with the **CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION** and thereby purporting to interpret the said **CONSTITUTION OF SIERRA LEONE 1991**.

The Applicants' claim as seen from the above, that the **HON. MR. JUSTICE ALHAJI MOMO-JAH STEVENS JCA**, sitting in the High Court, in his Judgement dated 16<sup>th</sup> June 2023 sought to be quashed, interpreted the **CONSTITUTION OF SIERRA LEONE 1991**, thereby exceeding the jurisdiction of the High Court in a matter exclusively reserved for this Court. Surely, such claims should not be taken callously and ought to be seriously considered, so that this Court completely puts a stop to such practices and not encourage any other Court, lower than it, to be engaged in the process of interpreting the **CONSTITUTION** aforesaid. Certainly, it is for this reason that this Court should exercise substantial care in investigating whether or not a lower Court has indeed interpreted the **CONSTITUTION OF SIERRA LEONE 1991**. Obviously, not all references made to provisions of the said **CONSTITUTION** would amount to an interpretation of the same.

In addition to the referring of a provision, there must be an explanation or exposition or meaning of the terms used in the provision. In the 3<sup>rd</sup> Edition of **THE OXFORD UNIVERSAL DICTIONARY ILLUSTRATED** Prepared by **WILLIAM LITTLE**, Revised and Edited by **C.T. ONIONS** in VOLUME I at page 1031, to '**INTERPRET**' is to expound the meaning of; to render clear and explicit; to elucidate; to explain. In the 11<sup>th</sup> Edition of **BLACK'S LAW DICTIONARY** Edited by **BRYAN A. GARNER** at page 978, quoting **HENRY CAMPBELL BLACK** from the Handbook on the **CONSTRUCTION AND INTERPRETATION OF LAWS** 1(1896), defined the word '**interpretation**' as follows:

*'Interpretation as applied to written law is the art or process of discovering and expanding the intended signification of the language used, that is, the meaning which the authors of the law designed it to convey to others.'*

It is seen from excerpts of the Judgement delivered by the HON. MR. JUSTICE ALHAJI MOMO-JAH STEVENS JCA on the 16<sup>th</sup> June 2023, that the Applicants' claim that the Learned Judge interpreted the **CONSTITUTION OF SIERRA LEONE 1991**, could be said to have arose when he referred to certain arguments and submissions made by L.M BARYOH ESQ. of Counsel for the Respondents herein at the High Court, when he was addressing the said Court on the Originating Summons aforesaid, taken out for and on behalf of ANDY BAM, the Plaintiff therein and the Respondent herein. At page 6 of the said Judgement, the same being Exhibit 'KK 7' annexed to the affidavit of KEVIN KELLIE aforesaid, at paragraph 13 under the rubric '**LEGAL ANALYSIS**', it is stated as follows:

*'The Plaintiff's Solicitor L.M BARYOH in his closing argument to this Court argued that the Defendant amending the Constitutional term of the President from 2 terms limit to 3 terms limit of the 1<sup>st</sup> Defendant (SIERRA LEONE LAWN TENNIS ASSOCIATION) is not only egregious and palpably wrong, but violates the provision of Section 171(15) of the CONSTITUTION OF SIERRA LEONE 1991 which states that 'this Constitution shall be the supreme law of Sierra Leone and any other law found to be inconsistent with any provision of this Constitution shall, to the extent of the inconsistency be void and of no effect'.*

The Learned Judge at page 6 of the Judgement aforesaid, at paragraph 14 under the rubric '**LEGAL ANALYSIS**' further stated as follows:

*'He (L.M BARYOH ESQ.) further submits that the 1<sup>st</sup> Defendant (SIERRA LEONE LAWN TENNIS ASSOCIATION) is a National Institution which is recognised both nationally and internationally as the only body responsible for tennis and tennis related issues in Sierra Leone and also, the body superintending it (National Sports Authority) (4<sup>th</sup> Defendant) is a statutory body created by virtue of an act of Parliament and it is expected that any law made by the Defendants in relation to the 1<sup>st</sup> Defendant should conform with the provisions of the CONSTITUTION OF SIERRA LEONE 1991 which provides in Section 46 (1) that 'no person shall hold office as President for more than two terms of Five years each whether or not the terms are consecutive'.*

Much as this Court would want to describe the arguments and the submissions of L.M BARYOH ESQ. aforesaid, as outrageously preposterous, there is absolutely nowhere in the body of the Judgement as a whole where the Learned Judge agreed or upheld such arguments and submissions, giving reasons why he agreed or upheld same. All what the Learned Judge did was restate the arguments and submissions of L.M BARYOH ESQ. who referred to Sections 171(15) and 46(1) of the **CONSTITUTION OF SIERRA LEONE 1991**. The Learned Judge did not in any way expound the meaning of, elucidate or explain the Sections of the **CONSTITUTION** aforesaid, rendering the same clear and explicit. Consequently, it could not be said that the Learned Judge interpreted Sections 171(15) and 46(1) of the **CONSTITUTION** aforesaid. Certainly, this Court might have held differently from above if after referring to Section 171(15) of the **CONSTITUTION** aforesaid, the Learned Judge had clearly and unambiguously stated and held that the 2020 CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION qualified as part of the Laws of Sierra Leone and that as a result it was some other law found to be inconsistent with Section 171 (15) of the **CONSTITUTION OF SIERRA LEONE 1991**. In this case however, it was L.M BARYOH ESQ. himself who submitted that by reason that the NATIONAL SPORTS AUTHORITY being the 4<sup>th</sup> Applicant herein and the 4<sup>th</sup> Defendant named in the Originating Summons aforesaid, is a statutory body created by virtue of an Act of Parliament and is the body superintending the SIERRA LEONE LAWN TENNIS ASSOCIATION, the 1<sup>st</sup> Applicant herein, any law made by the Applicants herein in relation to the 1<sup>st</sup> Applicant herein should conform with Section 46(1) of the **CONSTITUTION OF SIERRA LEONE 1991**. This submission as stated above remains to be agreed upon or upheld by the Learned Judge.

By way of augmenting this Court's arguments above that, the **HON. MR. JUSTICE ALHAJI MOMO-JAH STEVENS JCA**, did not interpret Sections 171(15) and 46(1) of the **CONSTITUTION OF SIERRA LEONE 1991**, it should be noted that it was stipulated in the Decision of the case between **WELLINGTON DISTILLERIES** and **ELECTRODIA P. CLARKSON**, Misc. App. 4/1981 in the Supreme Court of Sierra Leone (unreported) that, '**not all Constitutional questions necessarily involve or entail the interpretation of the CONSTITUTION**'. Following this Decision, in the case between **AHMED TEJAN KABBA** and **FIRETEX COMPANY (S.L) LTD.** Civ.App. 76/1995 in the Court of Appeal of Sierra Leone (unreported), the **HON. MR. JUSTICE G. GELAGA-KING JCA** (Presiding), on the raising of a Constitutional question regarding Section 48 (4) of the **CONSTITUTION OF SIERRA LEONE** aforesaid, which provides that, '**while any person holds or performs the functions of**

the office of the President, no civil or criminal proceedings shall be instituted or continued against him in respect of anything done or omitted to be done by him either in his official or private capacity', had this to say:

*'I would have thought that the words are clear, precise and unambiguous. They speak for themselves and therefore, need no interpretation'*.

In the case between **AHMED TEJAN KABBA** and **FIRETEX COMPANY (S.L)** cited above, **HON. MR. JUSTICE A. B. TIMBO JCA**, stipulated that, 'he has read the Ruling of his Learned Brother **GELAGA-KING JCA** and wholeheartedly agrees with the view expressed by him that Section 48(4) of the **CONSTITUTION** aforesaid, requires no interpretation as it is simple and straight forward'. In the same case aforesaid, the **HON. MR. JUSTICE N. D. ALHADI JCA** agreed with the reasoning above of his Learned Brother **GELAGA-KING JCA**, that, 'the words of Section 48(4) of the **CONSTITUTION** aforesaid, are clear, precise and unambiguous and need no interpretation'.

In this case, the Constitutional questions regard Sections 171(15) of the **CONSTITUTION OF SIERRA LEONE 1991**, which provides that 'this Constitution shall be the Supreme law of Sierra Leone and any other law found to be inconsistent with any provision of this Constitution shall be to the extent of the inconsistency be void and of no effect' and Section 46(1) of the said **CONSTITUTION** which provides that 'no person shall hold office as President for more than Two (2) terms of Five (5) years each whether or not the terms are consecutive'. Certainly, there can be no dispute of the fact that the words of both Sections 171(15) and 46(1) aforesaid, are clear, precise and unambiguous, the said words which speak for themselves. Section 171(15) simply indicates that any law which conflicts or is inconsistent with any provision of the **CONSTITUTION OF SIERRA LEONE 1991**, shall be void and of no effect in so far as the conflict or the inconsistency is concerned, whereas Section 46(1) aforesaid, simply indicates that no person shall serve as President of Sierra Leone for more than Two (2) terms of Five (5) years each, whether the terms are consecutive or not. Surely, if it is the case that this Court holds the view that the words of both Sections aforesaid are clear, precise and unambiguous and that they speak for themselves, then consequently, they need no interpretation. Again, if it is the case that the said Sections need no interpretation, then the **HON. MR. JUSTICE ALHAJI MOMO-JAH STEVENS JCA**, could not have interpreted the same.





In so far as the Applicants' application for an order of Certiorari on the grounds that the Learned Judge was wrong in law to have equated the **CONSTITUTION OF SIERRA LEONE 1991** with the **CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION**, thereby purporting to interpret the said **CONSTITUTION OF SIERRA LEONE** aforesaid, is concerned, reference ought to be made to the Learned Judge's statement at page 7 of his Judgement aforesaid, at paragraph 15 under the rubric '**LEGAL ANALYSIS**' the same stipulating as follows:

*'As I have stated, a CONSTITUTION must mirror the nature of the people it seeks to govern. It must be a true reflection of the character of the people it seeks to guide. The CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION is subordinate to the CONSTITUTION OF SIERRA LEONE and the institution itself is the property of the people of Sierra Leone. It must be a true characteristic of the aims, desire and aspirations of the people of Sierra Leone. I agree with L.M BARYOH ESQ. when he likened the CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION to that of the 1991 CONSTITUTION OF SIERRA LEONE. I shall hold that the 3<sup>rd</sup> term limit as enshrined in the 2020 CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION does not reflect the real aspirations and character of the people of Sierra Leone despite it being a National Institution'*

This Court finds it extremely difficult to see how and comprehend the sense in which the statement, that the **CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION** could be likened to the **CONSTITUTION OF SIERRA LEONE 1991**, was used, a statement which as the Learned Judge said, was made by L.M BARYOH and which he the Learned Judge agreed with. Even though this Court finds that by this statement the Learned Judge equated the **CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION** with the **CONSTITUTION OF SIERRA LEONE** aforesaid, it cannot be said that by so doing he purported to interpret the **CONSTITUTION OF SIERRA LEONE 1991**. Rather, the Learned Judge by agreeing with L.M. BARYOH ESQ. seem to be creating an anomaly when he previously stated as seen from the excerpt of the Judgement above that the **CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION** is subordinate to the **CONSTITUTION OF SIERRA LEONE**. Certainly, this Court questions the reasoning of the Learned Judge's holding that the 3<sup>rd</sup> term limit as enshrined in the 2020 **CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION** does not reflect the real aspirations and character of the people of Sierra Leone despite it being a National Institution, when from the entire Judgement aforesaid, the Learned

Judge himself, failed to show the real aspirations and character of the people of Sierra Leone. In fact, this Court holds the view that the entire excerpt above is a mass of incoherent statements made by the Learned Judge, the same which raises a substantial number of question over and above the principal question which the Learned Judge was asked to determine, as outlined in the Originating Summons aforesaid, taken out for and on behalf of ANDY BAM, the Respondent herein. In the first place, should one be concerned with the real aspiration and character of the people of Sierra Leone rather than the real aspirations and character of the members of the SIERRA LEONE LAWN TENNIS ASSOCIATION; is the SIERRA LEONE LAWN TENNIS ASSOCIATION a National Institution and is it the property of the people of SIERRA LEONE?

By reason of the above, the application for an order to quash the Decision of the High Court dated 16<sup>th</sup> June 2023 on the grounds that the Learned Judge exceeded his jurisdiction by purporting to interpret the **CONSTITUTION OF SIERRA LEONE 1991** cannot in the circumstances be granted. On the whole, the application herein made by way of an Originating Notice of Motion dated the 24<sup>th</sup> July 2023, for and on behalf of the SIERRA LEONE LAWN TENNIS ASSOCIATION, KEVIN KELLIE, the NATIONAL EXECUTIVES OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION and the NATIONAL SPORTS AUTHORITY, the Applicants herein, **FAILS** in its entirety and the order to quash the Decision of the High Court dated 16<sup>th</sup> June 2023, **REFUSED**. The pertinent question at this stage then, is whether the failure of the application herein, would bring this matter to its conclusion. This Court holds the view that the application herein failed by reason only that this Court could not find any interpretation of the **CONSTITUTION OF SIERRA LEONE 1991** being done by the **HON. MR. JUSTICE ALHAJI MOMO-JAH STEVENS JCA**. Surely, had some interpretation of the said **CONSTITUTION** been found, an order of Certiorari to quash the Decision of the High Court aforesaid, might definitely have been granted and what this Court would have done in the circumstances would have been to invoke Order 52 rule 8(2) of the **HIGH COURT RULES 2007** which provides thus:

*'On the hearing of an application for Certiorari, the Court if satisfied that there are grounds for questioning the Decision or proceedings to which the application refers, may quash it and may in addition to quashing it, remit the matter to the Court, Tribunal or Authority concerned with a direction to reconsider it and proceed in accordance with the findings of the Court'*.

The above provision implies that had the Applicants herein succeeded in their application herein and an order of Certiorari to quash the Decision of the High Court aforesaid, granted, the matter herein would still not have been concluded, as this Court might well have remitted the matter to the High Court which made the Decision aforesaid, to reconsider same and proceed in accordance with the findings of this Court. It follows that if the grant of an order of Certiorari would not bring a matter to its end, the failure of an application for an order of Certiorari would likely also not bring a matter and in this case, this matter, to its conclusion. It should be pointed out that this matter did not originate in this Court. It was brought to it by the Applicants herein after the conclusion of a matter brought against the said Applicants by the Respondent herein by Originating Summons dated 6<sup>th</sup> March 2023 at the High Court. Of course, this Court holds the view that the complaint brought to it by the said Applicants could not be resolved by this Court in their favour. This Court holds the view that the question which the Applicants herein should have asked themselves at the conclusion of the matter at the High Court was whether or not the **HON. MR. JUSTICE ALHAJI MOMO-JAH STEVENS JCA** who presided over the said matter and gave Judgement thereof, rightly or wrongly or failed entirely, to determine the question which **ANDY BAM**, the Respondent herein had posed.

As seen from the above, and by way of an Originating Summons aforesaid, the **HON. MR. JUSTICE ALHAJI MOMO-JAH STEVENS JCA** was asked to determine the question, whether upon the true construction of the various articles of the 2009 CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION, the methods and procedures used and/or implemented by the 1<sup>st</sup>, the 2<sup>nd</sup> and the 3<sup>rd</sup> Applicants herein, to amend and adopt a new Constitution was lawful and procedurally accurate and if the answer to this question is in the NEGATIVE, that the High Court declares that the amended 2020 CONSTITUTION, enacted on the 1<sup>st</sup> February 2020 be suspended and cease to be in effect thereof and for the immediate reinstatement of the 2009 CONSTITUTION. Obviously, it cannot be disputed that the Learned Judge in his Judgement aforesaid, **DECLARED** the amended 2020 CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION **NULL, VOID** and of **NO EFFECT** and ordered the reinstatement of its 2009 CONSTITUTION, but was it because rightly or wrongly, the Learned Judge determined whether or not or entirely failed to determine whether or not upon the true construction of the various articles of the 2009 CONSTITUTION OF THE SIERRA LEONE LAWN TENNIS ASSOCIATION, the methods of procedures used and/or implemented by the 1<sup>st</sup>, the 2<sup>nd</sup> and the 3<sup>rd</sup> Applicants herein to amend and adopt a new CONSTITUTION was lawful and procedurally accurate and found the answer to this question to be NEGATIVE?

The fact that the application herein was filed by the Applicants herein, suggests one clear fact, this being that they were aggrieved by the order of the **HON. MR. JUSTICE ALHAJI MOMO-JAH STEVENS JCA** and would want his Judgement dated 16<sup>th</sup> June 2023 overturned. Obviously, if the said Applicants had felt, after the conclusion of the matter at the High Court in which Judgement was given against them, that rightly or wrongly or not at all, the Learned Judge failed to determine the question asked of him aforesaid, then it should not be this Court that the Applicants would have to come to for answers and it is certainly not this Court that would have to uphold or deny the said issues of the Applicants. In the case between **INTERNATIONAL CONSTRUCTION COMPANY** and **ZAKHEM INTERNATIONAL CONSTRUCTION COMPANY LTD.** Misc. App 1/2014 in the Supreme Court of Sierra Leone (unreported), a case in which the Supreme Court of Sierra Leone in its supervisory jurisdiction over all Courts in Sierra Leone dismissed an application for an order of Certiorari, the **HON. MR. JUSTICE VALESIUS V. THOMAS JSC** (as he then was) delivering the Ruling of the Court had this to say:

*'It is trite that an order of Certiorari is a discretionary remedy that is granted to Applicants only in appropriate cases, as the normal and usual avenue for redressing complaints by litigants who are not satisfied with Decisions of adjudicating authorities including the High Court and the Court of Appeal is by way of Appeal to the next higher level. The Learned Judge went further to say that in his Judgement an order of Certiorari pursuant to Section 125 of the CONSTITUTION OF SIERRA LEONE 1991 is not the appropriate remedy to correct Judgements or Rulings made per incuriam, assuming one can establish that they were so made.'*

In the case between the **REPUBLIC** and **ACCRA CIRCUIT COURT** *parte* **APPIAH** (1982-83) GLR 129 at 143 CA, **FRANCOIS JA** stated as follows:

*'a Court of Competent Jurisdiction may decide question put before it rightly or wrongly. Procedures for correcting wrong Decisions exists. The procedure for appeal is one such avenue for redress. But the remedies of Appeal and Certiorari are different and must not be blurred. That Certiorari and Appeal are not alternative remedies but are mutually exclusive is stated in the case between OBENG and AMPOFO (1958) CA'*

This Court having **REFUSED** the grant of an Order of Certiorari to quash the Decision of the High Court dated 16<sup>th</sup> June 2023, it cannot be said that **ANDY**

*Handwritten signature and date: 21/05/2023*

BAM the Respondent herein was interfering or intermeddling with the affairs and business of the SIERRA LEONE LAWN TENNIS ASSOCIATION, the 1<sup>st</sup> Applicant herein. In this regard, an order of Prohibition against him is consequently **REFUSED**. This being the case, the status quo which prevailed immediately following the Decision of the High Court dated 16<sup>th</sup> June 2023, which provoked the Applicants claim that ANDY BAM the Respondent herein was interfering or intermeddling with the affairs and business of the SIERRA LEONE LAWN TENNIS ASSOCIATION, the 1<sup>st</sup> Applicant herein shall be maintained. This Court holds the view that either and each party shall **BEAR** their own Costs occasioned by the proceedings herein.

*Handwritten signature: A. B. Halloway*  
.....  
HON. MR. JUSTICE ALLAN B. HALLOWAY JSC

I AGREE *Handwritten signature*.....  
HON. MR. JUSTICE ALUSINE S. SESAY JSC

I AGREE *Handwritten signature*.....  
HON. MR. JUSTICE MANGAY F. DEEN TARAWALLY JSC

