

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA
SITTING IN ITS OCTOBER TERM, A.O. 2021

BEFORE HIS HONOR: FRANCIS S. KORKPOR, SRCHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE
BEFORE HER HONOR: SIE-A-NYENE G. YUOIIASSOCIATE JUSTICE
BEFORE HIS HONOR: JOSEPH N. NAGBEASSOCIATE JUSTICE
BEFORE HIS HONOR: YUSSIF D. KABAASSOCIATE JUSTICE

Madam Nohan Hage Mensah of the City of Paynesville,)
Montserrado County, Republic of LiberiaInformant)
)
Versus) BILL OF
) INFORMATION
Roomy Brothers, Double Door, Store# 16, Nohad Hage)
Mensah Real Estate, Paynesville, Montserrado County,)
Republic of LiberiaRespondent)

Heard: November 3, 2021

Decided: February 1, 2022

MR. JUSTICE KABA DELIVERED THE OPINION OF THE COURT

The informant herein, Madam Nohad Hage Mensah, filed this bill of information on December 20, 2020 before the Supreme Court of Liberia principally alleging that on June 25, 2020, this Court handed down final judgment in an action of summary proceeding to recover possession of real property which was initially filed before the Paynesville Magisterial Court; that on June 29, 2020, the magisterial court, presided over by His Honor William G. Saygah, resumed jurisdiction over the case after the reading of the Supreme Court's mandate; that the magistrate approved a taxed bill of costs in the amount of US\$82,270.00 on June 27, 2020; that the magisterial court ordered the execution of the approved bill of costs; that after payment order was issued, the respondent, Roomy Brothers, Double Door #16 introduced new evidence of initial payment to Oumou Sirleaf Hage, the original lessor; that the receipt proffered by the respondent bears a signature different from the signature on the lease agreement signed by Oumou Sirleaf Hage; that the receipt does not qualified as an evidence because it was not tested during the trial of the case; that in spite of the magisterial court initially assessing the accrued rent at US\$70,000.00 and the general costs at US\$9,870,00 consistent with the mandate of the Supreme Court, the said magistrate in the absence of an appropriate application proceeded to reassess the accrued rent at

US\$42,000.00 and general costs at US\$1,000.00; and that the bill of information will lie to correct the irregularities complained of. The informant therefore prays this Court to grant her bill of information by ordering the enforcement of the Mandate of Supreme Court as previously assessed by the magisterial court.

In responding to the informant's bill of information, the respondent contends that since the lease agreement provides that at the signing of said lease agreement, the respondent paid to the lessor therein an amount constituting one year rent, the informant cannot now compel the respondent to repay the said amount after the respondent had complied with the language of the lease agreement; that in keeping with the Supreme Court's Mandate of June 25, 2020 ordering that the respondent pay all accrued and future rents as stipulated in the September 14, 2014 lease agreement, the respondent has fully complied with Mandate as evidenced by its satisfaction of the reassessed bill of cost in the amount US\$65,210.00. The respondent therefore prays this Court to deny and dismiss the informant's bill of information in its entirety and grant unto the respondent further relief that this Court may deem legal, just and equitable.

From a careful perusal of the bill of information and returns thereto, the single issue that presents itself for resolution is whether or not the reassessed bill of cost is contrary to the Mandate of the Supreme Court?

In resolving this issue, we take judicial cognizance of our Mandate of June 25, 2020. The relevant portion of this Mandate to the resolution of this issue reads as follows:

That given the fact that the appellant's intent was never shrouded in fraud, coupled with its willingness to pay the amount of Fifteen Thousand United States (US\$ 15,000.00) Dollars which represents the rent for the premises previously paid to Oumou Sirleaf-Hage, it is ordered to pay all accrued and future rents stipulated in the subject lease agreement to the appellee and that at the end of the subject lease agreement on September 13, 2021, it shall vacate forthwith the leased property.

The controlling and relevant phrase in the Mandate that has bearing on the issue under review is what constitutes accrued and future rents in the contemplation of the Supreme Court. In the mind of the informant, accrued and future rents include not only unpaid rents and other rents subsequently due, but also rents that were paid to Oumou Sirleaf-Hage subsequent to the institution of this action. On the other hand, it is the position of the respondent that accrued and future rents do not include rents previously paid to Oumou Sirleaf-Hage.

In order to ascertain what the Supreme Court contemplated when It ordered the payment of accrued and future rents, we take recourse to the Opinion supporting the Court's Mandate. In its discussion in the Opinion, the Supreme Court opined as follows:

... there is no information to form a belief that the appellant, the Roomy Brothers, had knowledge that Oumou Sirleaf-Hage who had all along leased the property in question to it did not have the authority to enter the lease agreement of September 14, 2017. Moreover, the fact Judge J. Boima Kontoe's order of February 27, 2018, requiring all tenants to pay rents to the appellee was issued two months after the appellant's lease with Oumou Sirleaf-Hage supports the fact that the appellant was not aware that indeed Oumou Sirleaf- Hage was without authority to enter the lease. It can be concluded therefore that the appellant innocently acted in entering the lease agreement. In such a case, and in order to ensure equity and justice, the appellant whose intent was never shrouded in fraud should not be made to suffer. As a matter of fact, the records show and to further portray the appellant's good intent, it offered to pay to the appellee the amount of US\$15,000.00 representing the rent for the premises previously paid to Oumou Sirleaf-Hage.

To begin with, the Supreme Court acknowledged that the respondent herein had no prior knowledge that Oumou Sirleaf-Hage was not the proper person to have entered the lease agreement with, considering that previous lease agreement for the premises and other premises similarly situated were executed with Oumou Sirleaf- Hage, and that the order from Judge J. Boima Kontoe to the tenants to pay rents to the informant herein was received by the respondent two months after the

execution of the lease agreement with Oumou Sirleaf-Hage. Realizing that the Supreme Court considered the respondent as an innocent actor when he entered the lease agreement with Oumou Sirleaf-Hage coupled with the respondent's willingness to pay the same amount of rents that was *previously* paid to Oumou Sirleaf-Hage, the Court concluded that it will be inequitable to order the issuance of the peremptory writ of prohibition thereby ordering the respondent to be ousted and evicted from the premises, the subject of the action instituted in the magisterial court. In the same vein, considering the finding of the Supreme Court that the appellant's intent was never shrouded in fraud when it entered the lease agreement with Oumou Sirleaf-Hage and therefore should not be made to suffer as a consequence thereof, it will be contradictory for the self-same Supreme Court to have the respondent herein to double pay a rent under a lease agreement which the Supreme Court considered was entered by it in good faith and as an innocent actor. From all indications, the Court's use of the phrase accrued and future rents is informed by the Court's acknowledgement of the respondent's willingness to pay the amount that was previously paid to Oumou Sirleaf-Hage. In other words, the same rent amount that was paid to Oumou Sirleaf-Hage as stipulated in the lease agreement is the same amount that the respondent was mandated to pay, and not a repayment of the amount that was paid to Oumou Sirleaf-Hage. This Court therefore is in full agreement with the rent tabulation included in the reassessed bill of costs that is the subject of this bill of information.

On the issue of the assessment of costs, our inspection of the records shows that the informant taxed the reassessed bill of costs without questioning any of the items included therein. Having taxed the bill of cost, the informant acquiesced to the reassessed costs, and therefore, the informant cannot now come to challenge her own act. This Court says that estoppel by deed will operate to bar the informant from renouncing the reassessed bill of costs in the absence of a showing of misrepresentation, fraud, and duress. In support of this position, this Court has held that estoppel is frequently based upon the acceptance and retention, by one having knowledge or notice of the fact, of benefits from a transaction, contract, instrument, regulation, or statute which he might have rejected or contested. This doctrine is obviously a branch of the rule against assuming inconsistent positions. *LAMCOJ. V Operating Co. v. Azzam eta/, 31 LLR 649 (1983)*

For the reasons above stated, this Court finds no justification to disturb the reassessed bill of costs.

WHEREFORE AND IN VIEW OF THE FOREGOING, the bill of information is denied and dismissed. The Clerk of this Court is ordered to send a mandate to the court below to resume jurisdiction over this case and give effect to the Judgment of this Opinion. Costs are ruled against the informants. AND IT IS HEREBY SO ORDERED.

When this case was called for hearing, Counsellor Milton D. Taylor of the Law Offices of Taylor & Associates, Inc. appeared for the informant. Counsellor Thompson N. Jargba appeared for the respondent.