

IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC
OF LIBERIA, SITTING IN ITS MARCH TERM, A.D. 2020

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

Trokon International Corporation, Battery Factory, Gardnersville,)
 Montserrado County, Liberia.....Appellant)

VERSUS

) APPEAL
)
)
)

Adama Sumoro by and thru his Attorney-in-Fact, Mohammed)
 Sumoro, Gardnersville, Montserrado County, Liberia)
Appellee)

GROWING OUT OF THE CASE :

Adama Sumoro by and thru his Attorney-in-Fact, Mohammed)
 Sumoro, Gardnersville, Montserrado County, Liberia)
Petitioner)

VERSUS

) CANCELLATION OF
) LEASE AGREEMENT
)

Trokon International Corporation, Battery Factory, Gardnersville,)
 Montserrado County, Liberia.....Respondent)

Heard: July 1, 2020

Decided: March 3, 2021

When this case was called for hearing, Counsellor Nelson Jallah of the Taylor and Associates, in association with Counsellor Thompson Jargba appeared for the appellant. Counsellor Jimmy Saah Bombo of the Central Law Office appeared for the appellee.

MR. JUSTICE NAGBE DELIVERED THE OPINION OF THE COURT.

This case comes before the Bench en banc for appellate review from the final ruling of His Honor Yussif D. Kaba, then Resident Circuit Judge of the Sixth Judicial Circuit, Civil Law Court, Montserrado County, Liberia, granting a petition for the cancellation of a lease agreement and ordering the repossession of the disputed property in favor of appellee, Adama Sumorou, against the appellant, Trokon International Corporation.

The appellee, through his Attorney-in-Fact, Mohammed Sumorou, on May 22, 2012, filed before the Civil Law Court a six-count complaint for the cancellation of a purported lease agreement entered on the 28th day of January, A.D. 1997, by the appellant, Trokon International, and one Sagna M. Alian, who claimed to be a relative of the appellee, Adama Sumorou, and presented himself as the Attorney-in-Fact of the appellee. For more clarity, we lay down verbatim the averments contained in the appellee's complaint; thus:

1. "Plaintiff, Mr. Adama Sumoro is represented in Liberia by his Attorney-in-Fact, evidenced by the Power of Attorney issued in favor of Mr. Mohammed Sumoro, on the 4th day of February, A.D. 2009, which was notarized in accordance with law and is hereto attached and marked as plaintiff's exhibit "p/1" to form a cogent part of this complaint.
2. Plaintiff in these proceedings is the owner of one (1) lot of land with a structure thereon, acquired by honorable purchase with Warranty Deed, which was issued in the year 1982, probated and registered under the Liberian Law. This property is situated in Battery Factory, Gardnersville, County of Montserrado, which Deed is hereto attached and marked as plaintiff's exhibit "p/2" to form a cogent part of these proceedings.
3. Plaintiff further says that he is without knowledge of a lease agreement signed between Mr. Sagna M. Alian and the defendant in regard to his property mentioned above. Plaintiff hereto attached and marked a bogus agreement as "p/3" to form a cogent part of this complaint.
4. Plaintiff says further to count three (3) above, that at no time did he ever authorize a person by the name of Mr. Sagna M. Alian to sign any lease agreement, neither did he appoint Mr. Sagna M. Alian as an Attorney-in-Fact to shoulder the affairs of his property in his absence. Plaintiff says he is prepared thru his Attorney-in-Fact to prove in court.
5. Plaintiff says when he received the news about his property being leased, he immediately contacted his lawyer, at which time his lawyer wrote defendant for a conference which defendant ignored and failed to attend. Hereto attached and marked as plaintiff's exhibit "p/4" is a letter written by plaintiff's lawyer to form a cogent part of plaintiff's complaint.

6. Plaintiff says that misrepresentation is a statutory ground for cancellation of a lease agreement and if said misrepresentation is committed by the party, that is the defendant, said lease agreement should be cancelled by this Honorable Court and that Your Honor cause defendant to pay Twenty Thousand United States (US\$20,000.00) Dollars as general damages for illegally using plaintiff's property and acquiring huge sum of money therefrom, denying plaintiff the use of his premises which has resulted in serious economic hardship to plaintiff for said wrongful withholding".

On June 28, 2012, the appellant filed along with its answer, a four-count motion to dismiss the appellee's complaint for cancellation of the lease agreement, contending principally that it holds a title deed to the subject property and that it has not transacted any business with the appellee through his Attorney-in-Fact, Sagna M. Alian; that the appellee himself asserted that he does not know his purported Attorney-in-Fact, Sagna M. Alian. We cite verbatim the ten-count answer for its relevance to this Opinion; and will subsequently quote the relevant counts of the appellant's motion to dismiss the appellee's complaint.

APPELLANT'S ANSWER

1. "That defendant says it holds a valid Title Deed to the subject property and does not know or have any knowledge of said property ever been owned by one Adama Sumoro who alleged to have been represented by one Mohammed Sumoro, even though plaintiff's exhibit "p/3" contradicts the representation of the plaintiff. Hence, the entire action being a wrong form of action which must be dismissed. Photocopy of defendant's Title Deed is herewith attached, marked as exhibit "d/1" to form part of this answer.
2. That defendant says as to count one (1) of the complaint, same must be dismissed, in that plaintiff alleged to have been represented by one Mohammed Sumoro as his Attorney-in-Fact but to the contrary presented an exhibit as mentioned herein supra which shows one Sana M. Allen as his Attorney-in-Fact such contradiction is an incurable legal blunder and warrants the entire complaint a fit subject for dismissal. Defendant requests Your Honor to take judicial cognizance of the so-called Attorney-in-Fact Mohammed Sumoro and the one reflected on said exhibit "p/3", Signa M. Allen.

3. Further above, defendant says on the 5th day of February A.D. 2000, a communication was written and sent to it by the plaintiff who stated among other things that he has acknowledged one Mohammed Jemel Allen as his Attorney-in-Fact and had decided to offer the subject property for sale and to which communication defendant vehemently rejected in all manners and forms, as such, it is surprising to note that plaintiff will again employ another calculated mechanism to illegally claim property which is not his. Photocopies of the letter written by plaintiff to defendant and that of defendant's reply thereto are herewith attached marked as exhibit "d/2" in bulk to form part of this answer.
4. Defendant says further as to count one (1) of the complaint and incorporating counts one (1) through three (3) of her answer, says whether or not plaintiff purported Attorney-in-Fact, Mohammed Sumoro, is operating on his behalf in Liberia, defendant has no knowledge and raises no issue of legal importance to it as to who represents plaintiff because both the plaintiff and his alleged agent are strangers who are attempting to clandestinely claim property by misrepresentation. Hence, count one (1) of the complaint must be dismissed.
5. That defendant says as to count two (2) of the complaint, same indicates clearly that plaintiff had filed the wrong form of action in that, defendant holds a valid Title Deed to the subject property which it perfected to its answer as indicated herein above, as such, whether or not plaintiff holds a Title Deed same could be for a separate and distinct property but not the subject property honorably acquired by defendant. Hence, count two (2) of the complaint lacks the legal standing to convince this Honorable Court that defendant's property is plaintiff's, same should be dismissed.
6. That defendant says as to count three (3) of the complaint, granted and not admitting that the defendant holds a leasehold title, under our law, one can only proceed for cancellation of a lease agreement when indeed and in truth such person or institution was a party to said leasehold contract. In the instant case, plaintiff has admitted that the purported leasehold contract exhibited by him marked "p/3" was not his doing neither he has knowledge thereof thus confirming defendant's counts one (1) through five (5) that it has not done any business with plaintiff rather did acquire its property by honorable purchase. Hence, count three (3) of the complaint should be dismissed and thrown in the dust bin.

7. Still traversing count three (3) of the plaintiff's complaint, defendant says it has been operating since its incorporation up to and including the filing of this answer by one Mr. J. Melvin Page, as President/CEO and is not knowledgeable as to the signatory on said purported lease agreement marked as plaintiff's exhibit "p/3" as defendant's representative neither can plaintiff cancel a contract which does not exist. Hence, the entire action being a wrong form of action should therefore be dismissed.
8. That defendant says further as to count four (4) of the complaint, it affirms and confirms counts one (1) through seven (7) of its answer and argues bitterly that it has not dealt with any person for any property, needless to say lease agreement in any manner and form by the name of Sagna M. Alian as claimed by the plaintiff, rather defendant says that it did acquire its property by honorable purchase. Hence, count four (4) must be dismissed.
9. Defendant says that as to count five (5) of the complaint, it admits of receiving a communication from plaintiff's legal counsel but ignored the content thereof in its response to said communication contending that a Power of Attorney cannot stand when indeed the principal is no longer alive, and as such, plaintiff's counsel aforesaid withdrew said letter and wrote another one dated February 14, 2012, which shows how inconsistent plaintiff stands on the matter as to his own legal capacity. Photocopy of the letters written by the plaintiff's counsel to defendant and defendant's counsel's letter of response thereto as well as plaintiff's letter in contrast to its earlier one are herewith attached and marked as exhibit "d/3" in bulk to form part of this answer. Hence, count five (5) of the complaint should therefore be dismissed.
10. That defendant says as to count six (6) of the complaint, plaintiff has not proven misrepresentation of a leasehold contract because the lease agreement alluded to in plaintiff's complaint in which he seeks to cancel does not exist since indeed plaintiff is not party to the purported exhibit "p/3" neither did he authorize anyone, as such, under our law, one cannot seek for cancellation proceedings to a lease agreement in which such person or institution is a stranger thereto either directly or by proxy. Hence, said legal blunder being too elementary which is incurable warrants the entire action a fit subject for dismissal for wrong form of action. Count six (6) of the complaint must be dismissed".

As earlier mentioned, the appellant, Trokon International, filed a four-count motion to dismiss the appellee's entire complaint; we quote counts two and three thereof as showeth to wit:

2. "That movant says it holds a valid Title Deed to the subject property and has not done any transaction with plaintiff in any manner and form neither is it knowledgeable of plaintiff's exhibit "p/3" needless to say that one Sagna M. Alian has served as Attorney-in-Fact for plaintiff.
3. That because plaintiff/respondent has admitted that he has no knowledge of his exhibit "p/3" as well as the so-called attorney-in-Fact Sanga M. Alian, coupled with the assertion made by defendant/movant that it holds a valid title, same is a clear indication that the action at bar constitutes a wrong form of action and warrants the entire complaint dismissible. Movant requests Your Honor to take judicial notice of Movant's exhibit "d/1" of its answer and plaintiff's exhibit "p/2" of his complaint as well as one (1), two (2) and three (3) of the plaintiff's complaint".

The appellee filed his reply and a resistance to the appellant's motion to dismiss the appellee's entire complaint. The appellee contended substantially that the motion to dismiss is without legal basis in as much as the movant admitted in its amended returns to a bill of information to the Monthly and Probate Court for Montserrado County during the March Term 2000, that it entered a lease agreement with the appellee. The appellee further maintained that the appellant influenced Mr. Sagna Mohammed Alian to sign a bogus lease agreement, knowing that Sagna Alian was not clothed with the authority to enter any agreement on behalf of the appellee. On October 15, 2012, the motion and the resistance thereto were called for hearing and following argument pro et con, the motion was denied and dismissed on ground that the allegation of honorable purchase of said property is an issue of fact and must be proved by evidence.

Subsequently, on January 29, 2013, a motion to intervene and an intervenor's answer were simultaneously filed by one James Harris through his Attorney-in-Fact, Rocky Marshall. The appellee, on January 30, 2013, filed resistance to the motion to intervene. On November 1, 2018, the motion to intervene was called for hearing and after argument for and against on the selfsame date, the trial judge denied and dismissed the motion for reason that the intervenor was not a party to the lease

agreement, subject of the cancellation proceedings and thereafter ordered that the matter be proceeded with on its merits.

On November 22, 2018, the trial of the main suit commenced. The appellee produced three witnesses, namely: Mohammed Sumorou, Attorney-in-Fact of the appellee, Adama Sumoro; Sagna M. Alian and Flomo Kollie, who provided testimonies as follows:

The appellee's first witness, Mohammed Sumorou, testified that his late father, Musa Somarou, purchased one lot of land in Battery Factory in the name of his brother, Adama Somarou in the 80's. The witness informed the court that their father hired the services of his uncle, Flomo Kollie, to construct a two storey building containing apartments on said property and the structure was at roof level when the 1990 war broke out and they had to flee Liberia. The witness further testified that when they returned in 2000 they observed that the structure was occupied by unknown persons; that their uncle Flomo Kollie informed them that their nephew, Sagna Mohammed Alian, in 1993, requested to take care of the property since his house got burned; that Sagna Alian informed them that he entered a lease agreement with Trokon International; that Trokon International was invited on several occasions but failed to respond; that on that basis, the family took the matter to the Monthly and Probate Court for Montserrado County; that at the court, Trokon admitted that the appellee was the owner of the property and that it had entered a lease agreement with Sagna Alian evidenced by the answer of Trokon to the Probate Court; that Trokon was ordered evicted but it was later realized that since the owner of the property, Adama Somarou is alive, it was not a Probate Court matter; hence, the matter was referred to the Civil Law Court .

The appellee's second witness, Flomo Kollie, testified that on July 26, 1986, he was invited by his brother-in-law, Joseph Somarou, and told him that he bought a place in Battery Factory and that they go to see the place; that on the 27th of July, they went to the site along with a Ghanaian by the name Kojo, sat for some discussion and later started the profile for the construction to commence; that upon the completion of the foundation, Kojo left and he continued the work up to roof level when the civil war broke out and the owners had to flee; that Sagna Alian, Musa's

nephew asked him to allow him take care of the place because it was being used as latrine; that in 1997, he heard that Sagna had leased the property to Melvin Page; that in 2000 when the owners returned he was told that they took Melvin Page to court and the occupants were ordered evicted but later Melvin Page was not evicted because the Probate Court realized that the matter was not a Probate Court matter.

Appellee's third witness, Sagna Mohammed Alian, testified that his uncle Musa Somarou, bought the property in the 80's; that in 1986, his uncle asked Flomo Kollie to build the structure which Flomo Kollie did up to roof level and the civil war broke out; that in 1993, he had nowhere to stay so requested Flomo Kollie to allow him stay in the building since it was being used by the neighbors as toilet facility; that in 1997, Melvin Page, Massaquoi and Marie Valencia met with him and asked him who owns the place and he responded that his uncle, Musa Somarou, bought the place and subsequently, Melvin Page asked him whose name is on the deed and he responded that Adama Somarou's name is on the deed; that after two weeks, Melvin Page and his entourage came back and told him that they had found the deed in the archives and indeed it was Adama Somarou's name on it and Melvin Page asked him to enter a lease agreement but he told Melvin Page that he does not have document for the place so he could not enter a lease agreement, but Melvin told him there was no problem; that Melvin Page took him to his house in Daque Town, there and then Melvin Page prepared the lease agreement and gave it to him; that in 2000 when the owners of the property returned they invited Melvin to a conference and at which time Melvin Page confirmed that he entered a lease agreement with him and promised to meet with the owners in one week for further discussion but Melvin did not show up; that predicated upon Melvin Page's failure to meet with the owners, they sued Trokon International at the Probate Court and at the call of the case, Trokon International admitted that it entered a lease agreement with him; that he is pleading with the court to help him so that the rightful owners could repossess their property since neither he nor the owners benefitted from the agreement.

When the appellee had rested with the production of witnesses, the appellant testified through three witnesses: John Kameh, Yamah Fulay and Sam J. Kollie.

Appellant's first witness, John Kameh, member of the Board of Directors of the appellant, testified that in 1985 when he was serving as Vice President for Operations for the appellant, they leased the property from Mr. James Harris; that between 1985 and 2009, the appellant had used the land for agricultural purposes since it had leased the place for commercial and residential purposes; that from 1985 to 1987 when they realized that the agricultural project was not helping, in 1988 they decided to fill the land with dirt (laterite) with the intention to commence construction in 1990 but unfortunately, the civil war broke out; that in 1997, the appellant approached its lessor, Mr. James Harris, to purchase the property to which Mr. Harris agreed but with the understanding that the lease terms and condition will continue to run up to the expiration before he could give the appellant a title deed for the property, a condition to which the appellant consented; that between 1997 and 2004 the appellant constructed the first two-storey building up to roof level and while the construction works for the other structure was in progress in 2005, their late President, Melvin Page, informed them that they had completed the payment for the property but the title deed will be given at the expiry of the lease as agreed; hence, in 2009, at the expiry of the lease, the deed for the property was given.

The appellant's second witness, Yamah Fulay, the Real Estate Manager for the appellant, employed in 2004, testified that when she took over as Real Estate Manager, she was taken to the site and saw an unfinished up-stairs building with the first floor up to window level and started working with the appellant until the structure was up to roof level and completed same in 2009; that between 2009 and 2010, her bossman brought a deed to her indicating that they had bought the property from James Harris. For his part, the appellant's third witness, Sam J. Kollie, testified that he got to know the appellant when he was employed by the appellant, Trokon International, in 1997, as a security guard and was taken to the site in Battery Factory where he was assigned at the warehouse from 1997 up to 2004 when he found a new job and had to leave; that he was with the appellant when it started the construction of the building, completed the ground and first floors and that the last floor was at window level when he left the employ of the appellant.

Two court subpoenaed witnesses, Susannah Wleh, Filing Clerk of the Monthly & Probate Court for Montserrado County, and Josephine L. Benson, Registrar of Deeds, Liberia Land Authority, also provided testimonies as to the authenticity of the documents, (an amended returns to a bill of information filed at the Probate Court by the appellant and title deeds of both the appellee and the appellant) produced by the parties at the trial. Subpoenaed witness, Susannah Wleh, testified as follows:

Q. Madam witness, by permission of court, I pass you the said document; please tell the court what you recognize it to be?

A. This is the document from the Monthly & Probate Court or the respondents' amended returns that was filed in the Probate Court.

Q. Madam witness, do you know what the document seeks to explain briefly?

A. This document is from the court and during the time of the filing of this document at that time, I was Bailiff in the Monthly & Probate Court. I can remember that we went to the property to evict some people from out of the property because what really stopped the whole thing, the deceased bought the property and put it in his son's name but then they went and told the court even though the property was for the deceased but when we saw that it was not part of the intestate estate, the court could not go through that because the fellow that had the property was still alive but that the father was dead so we had to leave it but we went on that property Your Honor I can remember when I was Bailiff to evict the people but when the Judge found out that the owner was still alive that's how we left the whole case Your Honor.

The court's second subpoenaed witness, Josephine L. Benson, testified as follows:

Q. Madam witness, you were also subpoenaed to produce a book that contains Vol. 393-82, page 72-76; I pass you the instrument that you have just presented to court. Please look at these instruments very carefully and tell the court whether the volume exists and if so, where can we find same?

A. 393-82 is here...This is the problem with this book. The deed is calling for 393-82, page 74-76 and here on page 74 is a public land sale deed and not a warranty deed, and this deed is in one Joshua Howard's name and not James Harris.

Q. Court: the question now is: is there recorded anywhere in that book the deed you have in your hand?

A. No.

Following the production of evidence and argument had, the trial judge, presiding over a bench trial, having examined the species of evidence produced at trial and listened to argument of the parties, entered on the records his final ruling in the case on April 3, 2019, cancelled the lease agreement and ordered the property, subject of the litigation, returned to the appellee. The trial judge reasoned as follows:

“When this court ruled this matter to trial and evidence were produced by the parties, the following was established by the parties’ evidence as not being in controversy: the parties are in agreement that initially the petitioner herein instituted an action before the Monthly and Probate Court of Montserrado County and that the action was dismissed by that tribunal based upon the lack of jurisdiction.

The court observed that the petitioner herein subpoenaed for a bill of information that was filed by the respondent herein before the Monthly and Probate Court. That bill of information, in no uncertain term and in the absence of ambiguity, clearly acknowledged that the property, the subject of the dispute was owned by the petitioner herein. By that bill of information, the respondent challenged the authority of the petitioner to institute the action before the Monthly and Probate Court when the property in question was not owned by a dead man, but rather owned by the petitioner, who was alive, and therefore not a dead person. This admission clearly informs this court that the respondent herein has admitted that indeed and in fact the property is the bona fide property of the petitioner herein.

Another very important information that was gathered by this court during the trial of these proceedings was the information on the title instrument of the respondent herein. The respondent claimed to have acquired this property from a James Harris, who executed a title deed

to the respondent in the year 2009. A staff of the Center for Nation Documents and Records of the National Archives was subpoenaed to appear before this court and produce copies of the ledger in which this title deed was recorded. In the face of the title deed, it is stated that the original volume in which this title deed was recorder was mutilated, and therefore, the deed was recorded in another volume. But according to the testimony of the official from the National Archives Bureau, the volume, which is alleged to have been mutilated and as a consequence could not be read, was found available and not mutilated in the records of the National Archives. More to that, the volume number which appears on the said deed purporting to be the volume of the registration of that title deed was reported not to contain the title deed on the page which the title deed is claimed to have been registered. It was established by the evidence that in that volume and on that page, there was registered a title deed different and distinct from the title deed presented by the respondent as the basis of their claim to the property, the subject of the application for cancellation.

The court says that taking these two pieces of evidence together, the court does not see how the respondent herein can lay claim to the property, the subject of the dispute. It is the law that in action of this nature, the court looks to the preponderance of the evidence, where the weight of the evidence favors one side over and above the other side, it is logical that the court gives credence to the side which possesses the strongest linkage. In the instant case, the court says that the admission by the respondent herein, its bill of information filed with the Monthly and Probate Court, and the misinformation with respect to the volume and page in which the title deed that they relied upon as the basis of their claim to this property, this court is left with no alternative but to find in favor of the petitioner in this matter.

Wherefore, and in view of the foregoing, this court hereby decrees cancelled and of no legal effect the lease agreement consummated by

and between the nephew of the petitioner herein and the respondent herein. The court also decrees that the title instrument relied upon by the respondent herein is of no legal effect and the same is hereby ordered cancelled. The court therefore rules that the said lease agreement is cancelled, and the property, subject of the dispute before this court is hereby ordered returned to the petitioner herein without delay. And it is hereby so ordered”.

To this ruling of the Civil Law Court, Sixth Judicial Circuit, Montserrado County, the counsel for the appellant noted exception and announced an appeal to the Supreme Court sitting in its October Term, 2019, for appellate review.

The appellant, consistent with law, filed a six-count bill of exceptions and we quote verbatim said counts for their materiality to this Opinion:

DEFENDANT’S BILL OF EXCEPTIONS

“Defendant in the above-entitled cause of action hereby files her bill of exceptions in manner and form as follow, to wit:

1. That defendant says because Your Honor denied the motion to dismiss which raises the issues of legal standing and capacity when indeed the pleadings presented by the parties clearly showed and/or same was evident that plaintiff denied giving any Power of Attorney to Sagna M. Alian neither plaintiff was knowledgeable of the purported lease agreement nor participated between Sagna M. Alian and defendant which defendant also asserted in her answer that she did not interact with Sagna M. Alian in any manner and form for the property, needless to say, entered an agreement rather she acquired the property by honorable purchase, as such, exhibited her title deed but yet Your Honor ignored same and dismissed the motion and, to which dismissal defendant excepts. See sheet 6, Monday, October 15, 2012, September Term A.D. 2012.
2. That defendant says because during trial the Liberia Land Authority was subpoenaed to produce the ledger and/or inventory that contain the information of the certified copy deed of the plaintiff and, on the witness stand, the Registrar of Deeds and Titles told the court that there is no ledger neither an inventory that contained such information of the plaintiff’s certified copy deed but yet Your Honor ignored

same and adjudged defendants liable and ordered the defendant's title deed as well as the lease agreement cancelled and to which ruling/judgment defendant excepts.

3. That defendant says because during trial she produced evidence traceable to her chain of title from the Republic of Liberia to William Norris and from William Norris to James Harris and from James Harris to Trokon International Corporation, the defendant and, it was evident that the defendant's title deed I probated and registered with the achieves unlike the plaintiff's yet Your Honor ignored same and directed judgment in favor of plaintiff and to which defendant excepts.
4. That because a question was posted to the witness on the cross, "I come to you again you also make mention that you constructed the building to roof level are you telling this court that all other works done on that building including furniture, design were done by Mr. Page?" and to which question plaintiff objected and to which objection Your Honor sustained and to which defendant excepted. See sheet 2, 14th day jury sitting, December Term A.D. 2018; January 4, 2019.
5. That because the witness was asked on the cross, "by that answer Mr. witness, since Mr. Alian was not authorized to lease the alleged property according to you, he did enter into a lease agreement with Mr. Page meaning that you were not part of the lease agreement as you earlier told this court. Why did you come to court if you were not a party to this agreement instead of Mr. Alian who alleged to be signatory to this agreement?" and to which question plaintiff objected and to which objection Your Honor sustained and to which defendant excepts. See sheet 3, 14th day jury sitting, December Term A.D. 2018; January 4, 2019.
6. That also a question was posted to the witness on the cross, "Mr. witness, in your reply before this court specifically count two thereof you averred which I quote: "...was sued at the Monthly and Probate court for interfering with the late Adama Sumaro Estate". If according to you Mr. witness your suit at the Monthly and Probate Court was in the name of Musa Somaru was inadvertent do you want this court to also believe that your reply, specifically count two that referred to Adama Somaru being late is also inadvertent"? and to which question plaintiff objected and to which objection Your Honor sustained and to which defendant excepts, See sheet 10, 10th day Chambers Session, September Term 2018; November 27, 2018.

Wherefore and in view of the foregoing, defendant most respectfully submits her bill of exceptions for Your Honor's approval as made and provided by our practice and procedure within this jurisdiction and grant unto defendant all further relief as the law directs".

From the pleadings and arguments of the parties and in view of the averments contained in the bill of exceptions, there is one issue this Court finds germane to settle the controversy between the parties, which is: whether or not given the facts and circumstances in this case, the act of the trial judge to order the lease agreement cancelled between the parties is legal and equitable?

We will transverse this issue as raised, and we answer this question in the affirmative. The certified records reveal that the lease agreement executed between Sagna Mohammed Alian and Trokon International was unauthorized by the appellee, Adama Sumorou, the legitimate owner of the subject property. The appellee in both his complaint and reply denied ever interacting nor authorizing the appellant's purported lessor, Sagna Alian, to enter any lease agreement with the appellant. The truthfulness of this averment is laid down in the testimony of appellee's purported Attorney-in-Fact, Sagna Alian, as to the manner the purported lease agreement was executed between the appellant and him. We cite that portion of Sagna Alian's testimony for its relevance to this Opinion:

"...that in 1997, Melvin Page, Massaquoi and Marie Valencia met with him and asked him who owns the place and he responded that his uncle, Musa Somarou, bought the place and subsequently, Melvin Page asked him whose name in on the deed and he responded that Adama Somarou's name is on the deed; that after two weeks, Melvin Page and his entourage came back and told him that they had found the deed in the archives and indeed it was Adama Somarou's name on it and Melvin Page asked him to enter a lease agreement but he told Melvin Page that he does not have document for the place so he could not enter a lease agreement but Melvin Page told him there was no problem; that Melvin Page took him to his house in Daque Town, there and then Melvin Page prepared the lease agreement and gave it to him; that in 2000 when the owners of the property returned they invited

Melvin Page to a conference and at which time Melvin Page confirmed that he entered a lease agreement with him and promised to meet with the owners in one week for further discussion but Melvin did not show up; that predicated upon Melvin Page's failure to meet with the owners, they sued Trokon International at the Probate Court and at the call of the case, Trokon International admitted that it entered a lease agreement with him; that he is pleading with the court to help him so that the rightful owners could repossess their property since neither he nor the owners benefitted from the agreement".

Strangely however, the appellant denied ever entering a lease agreement with Sagna Alian in that it had acquired title to the subject property through honorable purchase from its grantor, James Harris; that in the face of its title deed, it could not have entered a lease agreement with a non-owner of the subject property, directly or indirectly. The appellant therefore filed a motion along with its answer to have the action of cancellation of lease agreement dismissed for the lawsuit was a wrong form of action.

In his resistance to the appellant's motion to dismiss, the appellee contended that the lease agreement between the appellant and Sagna Alian was a product of fraud asserting vehemently that he did not authorize Sagna Mohammed Alian to execute and enter a lease agreement with the appellant on his behalf; that the appellee, Adama Sumorou, informed the court through his Attorney-in-Fact, Mohammed Sumorou, who instituted the cancellation proceedings in the Civil Law Court that his principal, Adama Sumorou, acquired the subject property through an honorable purchase by his father, Musa Sumorou.

The puzzle or doubt this Court needs to settle as a collateral issue is whether or not at any point in time did the appellant confirm entering lease agreement with the appellee through his purported Attorney-in-Fact, Sagna Alian. As we take recourse to the certified records in this case, the appellee produced a copy of the appellant's amended returns to a bill of information filed at the Monthly and Probate Court for Montserrado County and we quote a relevant portion of the respondent's amended returns to the bill of information:

“In re: The Intestate Estate of the late Adama)
Musa Sumarou by & thru Atish Sumarou, et al,)
..... administrators/plaintiffs/informants)
) versus) BILL OF
Marie A. Valentine, J. Melvin Page, II, all of) INFORMATION
Trokon International Corp. and Sagna)
Mohammed Alian...respondents/defendants)

RESPONDENTS’ AMENDED RETURNS

...that as to the entire bill of information, respondents aver and say that said bill of information is false as it is equally misleading in that the property which is the subject matter of these proceedings is owned by one Adama Sumarou who is an heir of the late Musa Adama Sumarou, and as such said property cannot form a part or portion of the Intestate Estate of the late Musa Adama Sumarou when the heir who is the owner of the property is presently alive. In support of these averments, respondents hereto attach a relevant copy of the Deed from Tarnue Gibson to the said Adama Sumarou, the heir of the late Musa Sumarou and marked as exhibit “A” to form a cogent part of these Returns...

Respondents further say that further to count one above, Musa Sumarou purchased for and on behalf of his son Adama Sumarou the property which is the land to which the leased house is attached from Tarnue Gibson who bought said land from William Norris and the Deed therefore was made by Tarnue Gibson in the name of Adama Sumarou...

Respondents maintained their position already taken above and say that Mr. Sagna M. Alian had authority and still has same to lease the property in question to respondents, Trokon International as he did, and the transaction; that is to say, the lease agreement executed and entered by and between Adama Sumarou by and thru his Attorney-in-Fact, Shagna M. Alian and Trokon International is not illegal... (Underlined ours).

These assertions, particularly, in paragraph three of the respondent’s amended returns of whom appellant, Trokon International Corporation and Sagna Mohammed Alian are co-respondents totally refute the contention of the appellant that it did not interact and or enter a lease agreement with Sagna M. Alian. Our conclusion thereof is supported by the testimony of the Filing Clerk of the Monthly and Probate Court for Montserrat County, Madam Susannah Wleh, who was subpoenaed by the court to produce the file containing the respondents’ amended returns to testify to its existence and authenticity. We cite relevant excerpts of Madam Susannah Wleh’s testimony:

Q. Madam witness, by permission of court, I pass you the said document; please tell the court what you recognize it to be?

A. This is the document from the Monthly & Probate Court or the respondents' amended returns that was filed in the Probate Court.

Q. Madam witness, do you know what the document seeks to explain briefly?

A. This document is from the court and during the time of the filing of this document at that time, I was Bailiff in the Monthly & Probate Court. I can remember that we went to the property to evict some people from out of the property because what really stopped the whole thing, the deceased bought the property and put it in his son's name but then they went and told the court even though the property was for the deceased but when we saw that it was not part of the intestate estate, the court could not go through that because the fellow that had the property was still alive but that the father was dead so we had to leave it but we went on that property Your Honor I can remember when I was Bailiff to evict the people but when the Judge found out that the owner was still alive that's how we left the whole case Your Honor.

Notwithstanding the testimony and evidence adduced during the trial, the appellant contended in its brief before this Court that the "respondents' amended returns" the trial judge, His Honor Yussif D. Kaba, relied on is an extraneous matter because the parties at the Monthly and Probate Court were not the same parties before the Civil Law Court, especially so where the appellee averred that Adama Somurou was dead and the intestate estate was acting through its administrator. While this Court may be interested in this assertion made by the appellant that the parties are not the same parties before the Civil Law Court, it takes cognizance of the admission made by the appellant in paragraph three of the document admitted into evidence by the appellee captioned: "respondents' amended returns" acknowledging that it did enter a lease agreement with Sagna Alian on behalf of the appellee, Adama Sumorou; which reads:

"...Respondents maintained their position already taken above and say that Mr. Sagna M. Alian had authority and still has same to lease the property in question to respondents, Trokon International as he did, and the transaction; that is to say, the lease agreement executed and entered by and between Adama Sumarou by and thru his Attorney-in-Fact, Shagna M. Alian and Trokon International is not illegal..."

This piece of averment from the appellant's "respondents' amended returns" is a voluntary admission made by appellant which should be difficult for it to go back on or deny its existence. This Court has held in a long line of Opinions that: "voluntary admission made by a party is evidence against such party making same where it does not appear that said admission was made from threat, fear or inducement, it is evidence of no low grade". *Dennis et al v. RL*, 3 LLR 45 (1928). Cases in accord are *Wlo Flo v. RL*, 29 LLR 3 (1981) and *In re Joseph Jallah, Contempt of Court*, 34 LLR 392 (1987).

Again, this Court refuses to accept the appellant's claim that it has never interacted and entered lease agreement with Sagna Alian, given the preponderance of the evidence and the testimony adduced during the trial and cited herein above.

We take cognizance that this case was decided and concluded essentially on the contention that the appellee did not authorize Sagna Alian nor did appellee issue him Power of Attorney, which averment the trial court found to be true and correct. The appellant also admitted into evidence a purported title deed from its grantor, James Harris, and registered said deed in the National Archives and Documentation in volume 393-82, page 74-76 to support its claim of an honorable purchase of the subject property. To establish the sanctity of the appellant's claim of title, the trial court subpoenaed the Registrar of Deeds and Titles of the Liberia Land Authority to produce information in support of the appellant's claim. Consequently, Madam Josephine L. Benson, Registrar of Deeds and Titles appeared and testified. We reproduce excerpts of her testimony:

Q. Madam witness, you were also subpoenaed to produce a book that contains Vol. 393-82, page 72-76; I pass you the instrument that you have just presented to court. Please look at these instruments very carefully and tell the court whether the volume exists and if so, where can we find same?

A. 393-82 is here...This is the problem with this book. The deed is calling for 393-82, page 74-76 and here on page 74 is a public land sale and not a warranty deed, and this deed is in one Joshua Howard's name and not James Harris.

Q. Court: the question now is: is there recorded anywhere in that book the deed you have in your hand?

A. No.

The testimony of the Registrar of Deeds and Titles from the Liberia Land Authority informed the trial judge's decision to rule in the manner he did against the appellant with respect to the setting aside of the title deed admitted into evidence by the appellant during trial. In this jurisdiction, the law provides that "all evidence admitted must be relevant to the issue; that is, it must have the tendency to establish the truth or falsehood of the allegations or denials of the parties or it must relate to the extent of the damages". Civil Procedure Law, Rev. Code 1:25.4. Hence, in the wisdom of the trial judge, the truthfulness of the title deed admitted into evidence by the appellant was wanting, in so far that the purported volume and page numbers believed to be that of the appellant's title deed were traced to a different and distinct person, Joshua Holder. The Civil Law Court, Sixth Judicial Circuit, being a court of justice and equity, is under obligation to dispense justice with precision and where fraud is presumed, the court must act. In the case: *LAMCO J.V. Operating Co. v. Azzam*, 31 LLR 23 (1983), the Supreme Court held that: "where fraud is apparent, the court cannot legally close its eyes because the issue was not raised squarely". Additionally, the Supreme Court maintained that: "where title is in issue, cancellation of the instrument by a court of equity is not sufficient to warrant the issuance of a writ of possession. However, where the right of occupancy, possession or enjoyment is the only issue involved and the instrument conferring said right of occupancy, possession or enjoyment is cancelled by a court of equity, said court of equity may, in the same decree, order the redelivery of the demised premises to the landlord". *Liberia Fisheries Incorporated v. Bardio et al*, 36 LLR 277(1989).

WHEREFORE, and in view of the foregoing, the final ruling of the trial judge awarding the appellee the amount of Twenty Thousand United States (US\$20,000.00) Dollars for the illegal and wrongful withholding of his property by the appellant is affirmed, the appeal denied and the appellant, Trokon International Corporation, is ordered evicted, ousted and ejected from the disputed property and the appellee ordered repossessed thereof. The Clerk of this Court is hereby ordered to send a mandate to the court below commanding the judge presiding therein to resume jurisdiction over this case and give effect to this Judgment. Costs are ruled against the appellant. AND IT IS HEREBY SO ORDERED.

