Ghaida Shopping Center By and Thru its Proprietor, Rafic Ghaida, Alexander Hutchins all of Pleebo City, Maryland County, Liberia APPELLANT VERSUS **Kamal Arnous** of the City of Monrovia, Liberia APPELLEE

APPEAL TO ACTION OF EJECTMENT. JUDGMENT REVERSED

Heard: March 30, 2009 Decided: July 24, 2009

MRS. JUSTICE JOHNSON DELIVERED THE OPINION OF THE COURT

The appellee, plaintiff in the Court below, instituted an action of ejectment against the defendant, Ghaida Shopping Center of the City of Pleebo, Maryland County by and thru its agent Rafic Ghaida, and Alexander Hutchins et al also of Pleebo, Maryland County, lessor of the appellee as co-defendant, to eject and evict the defendant, Rafic Ghaida from a building the appellee had constructed for residential and business purposes. Appellee/plaintiff's claim is based on a lease agreement he and Alexander Hutchins et al entered into in 1981 for two and half lots of land in Pleebo City. Appellee/plaintiff alleged that the lease agreement between him and the Hutchins' family was in full force and effect when the said lessor entered into another lease agreement for the same premises with the Ghaida Shopping Center. The case was heard and determined in the Fourth Judicial Circuit of Maryland County in favor of the appellee/plaintiff and is now before us on appeal.

The facts are that in 1981 appellee Kamal Arnous, a Lebanese merchant, entered into a lease agreement with the Hutchins' family for two and half lots in Pleebo City. According to the lessor's understanding of the lease agreement, the lease period was ten (10) years certain, with an option of renewal for another ten (10) years, terms and conditions to be agreed upon. The first ten (10) years ran from August 1981 to July 1991 and the optional period would have started on August 1, 1991 to end July 2001. According to the lessor, when the first ten (10) years ended in 1991, there was no renewal of another lease with terms and conditions agreed

upon. There was instead, abandonment of the premises by the lessee which led the lessor to enter into an agreement with the coappellant/defendant herein for the said premises in 2000.

Counsel for appellee/plaintiff's understanding of the lease agreement on the basis of which he brought the lawsuit was that the agreement covered a period of forty (40) years, commencing from 1981 to 2021. The First ten years, that is 1981 to 1991 certain and then an optional period from 1991 to 2001, and then another optional period for twenty (20) years. Appellee said that the terms and conditions of the last twenty years optional period were agreed upon and that he had made full payment already for the period ending 2021 in the amount of Four Hundred United States dollars (US$400.00).

For a clear understanding of this case, we shall first of all quote the entire lease agreement excluding the metes and bounds of the premises.

AGREEMENT OF LEASE:
"THIS AGREEMENT OF LEASE made and entered into this THIRTY FIRST day of July, A. D. 1981, to take effect immediately on its signing by the parties herein, on the FIRST day of August, A. D. 1981, by and between Barbara Hutchins-Washington, presently residing at Montserrado County, Monrovia, RL, Randolph Hutchins and Alexander Hutchins, presently residing in the United States of America and Abraham Lincoln Hutchins of the County of Maryland, R.L., herein known and styled as PARTIES of the First Part-LESSORS, and Kamal Arnous, Lebanese National, transacting commercial business in the City of Pleebo, Maryland County, R.L., hereinafter known and styled as PARTY of the Second Part-LESSEE:

WITNESSETH
1. That Lessors for and in consideration of the sum of Seven Hundred dollars ($700.00) to be paid annually by lessee, the agreements and covenants herein agreed upon and mentioned to be performed and kept by themselves and the

lessee, do hereby grant, demise and lease all that parcel of land, located and lying in the City of Pleebo, Maryland County, constituting two (2) Town Lots, bounded and described as follows.

the same belonging to Lessors herein, to be used as Commercial and Residential quarters, with mutual agreement that Lessee will have and enjoy a lease hold for a period of Ten (10) years certain commencing from the (1St) FIRST of August, A. D. 1981 and ending on the THIRTY-FRIST day of July A. D. 1991 at a yearly Rental of Seven Hundred Dollars ($700.00) the same to be paid yearly in advance in monetary value current within the Republic of Liberia. also to enjoy optional period (twenty year) at yearly rental of nine hundred dallaes ($900.00 the same to be paid yearly in advance in mountary value,

2. IT is herein mutually agreed and understood by both parties to this contract, that lessee will construct on the aforesaid described demised premises a two (2) story concrete building suitable and durable for commercial and residential purposes at his-Lessee-own expense according to constructural specifications and standards.

3. IT is further mutually agreed upon by the contracting parties herein, that Lessee shall have the exclusive right to SUB-LET the herein described leased premises in part or whole to any person or persons, firm without prior reference to LESSORS, with the proviso and understanding that Lessors shall be entitled to and enjoy FIVE PER CENT (5%) of whatever accrues to Lessee by virtue of said sub-lease, without further negotiations. That all Government Taxes and Assessments now imposed or which may be imposed hereafter on said premises, shall be paid by the Lessee, which Taxes and Assessment shall be deductable from any of the lease rental payment due Lessors the life of this Agreement.

4. IT is also further mutually agreed by all parties to this Agreement, that Lessee shall have and enjoy, in addition to the TEN years certain provided herein an OPTIONAL right of another TEN years period, which commences as of August

1, A, D, 1991, which terms and conditions of said period shall be subject to negotiations by the parties to this Agreement,

5. FURTHER, it is agreed herein by all parties, that with the payment of the yearly lease money as herein provided Lessee shall have, hold and freely enjoy peaceably the said premises without hindrance or molestation from any person or person whosoever; and that at the termination of this Agreement, Lessee shall in duty bound surrender and turn over to Lessors said premises in as good condition as reasonable wear and tear will permit, the elements of God excepted and that all improvements and fixtures made thereon, shall remain without disturbance or removal therefrom.

6. FURTHER and finally, it is lastly agreed upon by both parties, that during the life of this Agreement, it shall be binding on all parties, their heirs and assigns; that the terms and conditions herein made shall remain in full force and effect and only cancelled by the Lessee with a three (3) months written notice given in advance or in lieu thereof, the payment of three (3) months Lease Money, and that all conditions and terms herein mentioned shall be binding on all parties and enforceable in any Court within this Republic having competent jurisdiction for any violation of the terms, conditions, reserved rights stipulated and contained herein above.

IN WITNESS WHEREOF, we the Parties of the 1st and 2nd — Lessors and Lessee have hereunto set our hands aforesaid on the date and year hereinabove written:

Barbara Hutchins-Washington
Randolph Hutchins
Alexander Hutchins

Abraham Lincoln Hutchins aforesaid
PARTIES OF THE FIRST PART-LESSORS

Kamal Arnous-aforesaid
PARTY OF THE SECOND PART-LESSEE"

This lease agreement is appellee/plaintiffs exhibit "A" found on page 167 of the files. This was the main document appellee/plaintiff relied on to support his case against the appellants/defendants. Because of the attending circumstances of this case and the contentions arising from those circumstances we shall note, our observations. On the first page of this agreement, clause one (1), the amount of seven hundred dollars ($700.00) is clearly typewritten as the annual payment for the first ten (10) years. But someone nevertheless wrote in hand, outside of the right side margin, the number 1000.00 intending for same to represent the annual rent payment in Liberian dollars.

The next unscrupulous act easily and clearly seen in the same clause one (1) where the term of years is stated, it is typewritten in said clause that the lessee will have and enjoy a leasehold for a period of ten (10) years certain commencing from the (1st) first day of August 1981 and ending on the (31st) thirty first day of July, A. D. 1991. Someone wrote again the figure "20" near the ten (10) thus: 20 (10) years. The third fraudulent tampering with this agreement on the said first page is the last sentence that begins with a small letter "also to enjoy optional period (twenty years) at yearly rental of nine hundred dollaes ($900.00) the same to be paid yearly in mountary value."

There can be no denying that the said phrase was typed on a different typewriter, obviously, because the print is conspicuously different from that of the preceeding paragraph. Also the ridiculous misspelled words such as "dallaes" for dollars, "mountary" for monetary suggest to us that the perpetrator of that fraudulent act is not well familiar with the English Language and yet ventured to attach that poorly composed passage to a well written preceeding statement. While the lessor was pointing fingers at the lessee for writing the figure 20 next to (10) years, counsel for lessee says in count 3 of his reply to co-defendant Ghaida's answer

that "the number "20" was written by Barbara H. Washington and that it is not even relevant to the period granted and agreed upon by the contracting parties as clearly indicated on page one (1) last clause thereof," referring to the said questionable phrase just discussed saying that the clause he referred to has already granted the lessee an optional 20 years period and a stated amount of $900.00 (LDS) annually. So according to him and his client, the optional period was already granted. No other terms and conditions remained therefore to be negotiated. We notice also at the end of this statement concerning the twenty years optional period, that in the left hand corner of the page, the same hand wrote "2001." Indication is that at the end of the period ending 1991-2001 another 20 years optional period would begin in the year 2001, ending in the year 2021 for which lessee had allegedly paid $16,000 Liberian dollars or US$400.00.

Obviously more than one person wrote this lease agreement. The first was a lawyer who knew how to prepare a legal document of this nature but who perhaps did not know that he should never leave enough room at the bottom of a legal document that may allow additions to be made to the document by some unscrupulous person or persons. A vacant space at the bottom of a legal document should be marked or crossed out with lines. Had he or she taken that precaution, the phrase at the bottom of the first page of this lease agreement would never have found room there, thereby preventing this argument.

We are of the opinion that the second writer, obviously not a lawyer, typed that clause after the lawyer had completed and presented the document to the person for whom it was prepared. That person is not only a non-lawyer but a very poor speller of English words; also one who does not know that when writing in English a sentence starts with a capital letter, and that when a parenthesis opens it also closes. We also know that a good writer cannot all of a sudden become a poor writer, especially in the same document, and on the same page as is the case herein. For these obvious reasons, we are of the opinion that fraud was perpetrated, not in or during the execution of this document but subsequent to it. After Barbara H. Washington had signed on behalf of her co-lessors and the

lessee Kamal Arnous had also signed, and the signatures had been attested to by their witnesses, later on down the road someone who would benefit from this fraud engaged in the act.

It is an established principle of law that fraud must not only be alleged, it must be established by evidence. The proof may be established by direct evidence where possible or it may be established by indirect or circumstantial evidence. In Ware v. Watson, 10 LLR 158, 163, (1949), the Supreme Court, quoting a passage from 84 US (17wall) 532, 543 (1873) said. "To establish fraud it is not necessary to prove it by direct and positive evidence. Circumstantial evidence is not only sufficient, but in most cases it is the only proof that can be adduced..."

In Scaf v. Ricketts, 28LLR 263, 266 (1979) the Supreme Court defined "fraud to be the employment of trick, artifice or duress by one person to influence another to enter into agreement or contract in which he could not have participated in the absence of the misrepresentation, concealment of mutual facts, or the undue influence; and this includes alteration of words, clauses and phrases in a written instrument after its execution...."

The analogy of the two quotations from the two cited cases to the case at bar are: In this case, as in Ware v. Watson, there was no direct or positive proof that the appellee/plaintiff made the addition to the lease agreement or that he wrote the number 20 adjacent to the number (10) for the term of optional years, or the 1,000.00 near the ($700.00) for the annual payment, and the phrase at the bottom of page one of the lease document in an attempt to obligate the lessor to a "twenty years" instead of ten years optional period that was clearly stated in clause 4 of the agreement. These fraudulent acts, intended to change the agreement could not be proved by direct or positive evidence, but could be proved by circumstantial evidence. It must be-remembered--that appellee was plaintiff in the Court below who made certain allegations in his complaint, the essence of which was that he had a 40 years lease agreement in support of which averment he exhibited a lease document. The lease agreement had handwritten numbers very

near typewritten numbers in the agreement. The said document also included a typed phrase with different print, with terms in said phrase inconsistent with the terms in clause 4 of the agreement. Appellant/defendant in the court below accused the appellee/plaintiff of fraud. In his reply to the answer appellee outrightly said that the hand written numbers inserted in the agreement were inscribed by Barbara H. Washington who signed the lease agreement on behalf of herself and the other siblings. At the trial appellee/plaintiff produced no evidence to substantiate the allegation which he could have done by producing Barbara H. Washington's direct testimony so she could be cross examined by the appellant/defendant: or produce some notarized statement by her to form part of his case if she was outside the bailiwick of the Republic of Liberia. Or he could have subpoenaed the original lease agreement from the lessor if indeed he believed the lessor had custody. He also could have obtained a certified copy of the lease agreement from the Ministry of Foreign Affairs, withdrawn his complaint with reservation to refile at which time attach the certified copy to his amended complaint. If the certified copy of the lease agreement (presumably offered for probation and registration in the archives) bore the adjustments, additions, etc, and that said original document was offered for probation by the lessors, then in that case, proof of the authenticity of the proferred lease agreement would have been sufficient. Surprisingly, none of these available steps to prove appellee's claims were employed. That neglect to take advantage of these available steps to prove appellee's allegation renders the offered lease agreement with the added figures and clause suspect. In legal documents sometimes, when necessary, modifications may be made to some of the terms in handwriting. But when that becomes the case, the contracting parties write their initials against the modification, addition, etc. as an indication of their approval. That was not done in this case. In fact, the modifications that were made in handwriting on this document altered the terms and conditions of the original lease agreement. The modifications created another lease agreement, superimposed on the original. In the typewritten agreement which was executed by the parties, provision was made for a ten years term certain; with an option of another ten years, and the terms and conditions were to be agreed upon. The superimposed figures increased the

optional number of years from ten years to thirty (30) years, and the sum of $900.00 Liberian dollars annually for the rest of the years ending in 2021, even though in the original typewritten agreement the only amount indicated was $700.00USD for the first 10 years certain. At the time this lease agreement was entered into (1981) the legal tender in circulation in Liberia was the United States dollar. The 1000.00 written in hand outside of the margin in the proximity of the $700.00 was intended to reduce the $700.00(USD) to $1000.00(L.Ds) current. This behavior was not only in bad faith but in bad taste with a criminal taint, making the said proof (the lease agreement) unfit to support the claims laid out in the complaint.

We are of the opinion that it was the appellee who tried to change the terms of the lease agreement to suit his claims or allegations in his complaint. In Watson v. Ware, supra, the Supreme Court quoting from Castle v. Bullard, U. S. (1859) said:

"Circumstances altogether inconclusive, if separately considered, may by their number and joint operation, be sufficient to constitute conclusive proof...."

Besides the additions to the lease agreement e.g. figures (numbers) written in hand and smaller prints indicating the use of a different typewriter, there are other circumstances that cast doubt on the truthfulness of appellee's allegation. For example, we refer to Appellees "Exhibit "B", a receipt dated August 2, 1993 allegedly issued by Reverend Milly Brocas and signed by Reverend Milly Brooks. The receipt reads as follows:

"August 2, 1993 I, the undersigned, Milly Brookas received from Kamal Arnous the sum of L$1,000.00 (Liberian One Thousand Dollars) for property leased on behalf of Barbar H. Washington. The above mentioned amount covers the period of (1 One calendar year, from August 2, 1993 to August 2, 1994).
Signed:
Rev. Milly H. Brook
Milly Brocas"

This receipt was proferred by appellee/plaintiff as proof of his allegation that he and the representative of the appellant had renewed the lease and that the annual payment was $1000.00 Liberian dollars and that he had paid for the period covering August 2, 1993 to August 2, 1994. The years indicated in this receipt are important because they were intended to show that after the first 10 years certain, which ended in 1991, the terms and conditions of the option to renew were agreed upon. But in addition to the content of the receipt, the signature/name is also suspect. The typewritten name is Milly Brocas and the signature inscribed with pen is Milly H. Brook. Normally when a person signs a document that carries a misspelling of his name, the normal thing to do is to inscribe or sign in the correct spelling. And in fact if Rev. Millie E. Brook prepared this receipt why the wrong spelling of his (her) own name, Milly Brocas, in typewriting, and Milly H. Brook in hand writing instead of Millie E. Brooks?

Appellants challenged the authenticity of the receipt including the name and signature thereon and to prove their point, they made profert of a letter written and signed by Rev. Millie E. Brooks. They said further that Rev. Millie E. Brooks was in the United States at the time the receipt was said to have been issued here in West Africa. Appellee failed to refute these claims of fraud.

Another circumstance that creates doubt is appellee's Exhibit "B" a letter he wrote to the President of the Liberia Bank for Development and Investment (LBDI). Said is quoted below:

"August 2, 1999
The President Liberia Bank for Development & Investment Corner of Ashmun & Randell Streets Monrovia, Liberia

Dear Sir:
Please accept the amount of L$,4000.00 (Four Thousand Liberian dollars) against my lease for the period of four years because my Landlord is in the United States

and the lease is due. I would like to open a Saving Account in her name (Babar H. Washington).

From August 2, 1998 to August 2, 1999	1,000.00
From August 2, 1999 to August 2, 2000	1,000.00
From August 2, 2000 to August 2, 2001	1,000.00
From August 2, 2001 to August 2, 2002	1,000.00

Attached to this option period commence 2002 with 10% increment.
Kind regards. Signed: Kamal Arnous"

The content and nature of this letter raise several questions: first of all, is this how the banking system in Liberia, with respect to opening a bank account in trust for another, operate, by writing a letter from a distant land to the president of the bank instructing him to open an account in somebody's name? The answer is no. To open an account in Liberia, the customer must appear in person to sign several documents. Or by writing and telling the president of the bank that the trust fund is a lease payment, giving a breakdown of the amount, and that the payment covers certain number of years and that it covers the optional period from year X to year Y? Certainly not. Where does the president of the bank write or compile all of that information? It is certainly not in the bank book. The other questions that emerge from these circumstances are whether Barbara H. Washington was informed by the appellee that the lease payments were being deposited at LBDI in trust for the appellants? And is the amount still in the bank or did she withdraw same? In our opinion this letter is just a selfserving piece of document to substantiate false allegations intended to serve as proof of the renewal of the lease agreement.

Appellee's Exhibit "D" is also of intriguing interest. It is a hand written receipt signed by Alexander M. Hutchins, one of the appellants/lessors. The receipt reads thus: "October 19, 1999

I the undersigned, Mr. Alexander M. Hutchins prepared this receipt for the total amount of USD 400.00 (Four Hundred USD) as lease payment. Lease payment will be arranged by the Hutchins family as discussed with Kamel Arnous.

Signed: Alexander M. Hutchins

1994----1000.00
1995----1000.00
1996----1000.00
1997----1000.00
1998--1000.00
$5000, 00

2003---1100.00
2004---1100.00
2005---1100.00
2006---1100.00
2007---1100.00
2008---1100.00
2009---1100.00
2010---1100.00.
2011-110
2012-110
11000.00

Total 16,000.00

According to Alexander M. Hutchins the breakdown of the amounts as shown was done after he had signed the receipt. Appellee insisted that such a record should be made on the receipt. We observed that from 19941998 the annual rental payment amount was $1,000.00 LD and from 20032012 it is $1,100.00 annually, The $100.0OLD must have been based on his 10% increment stated in his letter

to the president of LBDI. But there is no record as to how the 10% arrived at. In fact what became of the $900.00 LD annual payment covering the twenty years optional period? And why 2012 and not 2021 as was alleged in the complaint and brief? These inconsistencies suggest to us an attempt on the part of the appellee to not only deal in bad faith with the lessors but to mislead the Courts.

Finally we take a peek at appellee/plaintiff's Exhibit "E", a list of goods he allegedly left in his store in Pleebo in 1998:

LIST OF GOODS WAS IN KAMAL ARNOUS STORE PLEEBO, MARYLAND COUNTY

1. 10 Cartons of Maxiam Tooth Paste by 24 dozen
2. 3 Cartons of Copy books small, medium, large
3. 6 Dozen slipper
4. 20 Empty drums 65 gallons capacity
5. 100 Pieces steel rod 3/4
6. 120 Pieces Pallet
7. 1 Zinc stand
8. 1 Carton Tomato Paste small size
9. 1 Adding Machine Battery & Current
10. 1 Office Desk
11.3 Mattresses, large
12.10 Pieces Lanterns, medium & large
13.1 Carton Tissue
14.1 Box kitchen materials, spoons, plates, glasses, cups & pots
15.1 Dinner Room Table
16.3 Boxes black thread
17.1 Carton washing soap
18.3 Carton Bathing soap
19. 400 pieces Tapping knife
20.12 pieces Zinc Bucket, large size

21.6 pieces Zinc Bucket, small size
22.8 Dozen shoes polish
23.2 Dozen Lock large size
24.4 Dozen lock medium size
25.2 Tobacco case
26.6 pieces of Plank 1x12x12
27.20 Packs of Pen Red & Blue
28.5 Packs Pencil
29.6 Jars of Mayonnaise large size
30.1 Carton Mayonnaise medium size
31.1 Carton Mayonnaise small size
32.5 Calvence pipe
33.14 Cartons battery cell mixed
34.4 Bags caustic soda
35.20 Packs of flash light larger size
36.3 Dozen of flash light large size
37.2 Dozen of flash light smell size
38.8 Pieces Invoice Book with the name of Kamal Arnous & Company
39.8 Receipt Books with the same name Kamal Arnous & Company
40.23 Ounces of Gold
41.260 United States Quarter with Eagle on it
42.1 Large Safe with two doors (it is a fix assess excluding the amount mentioned)
Signed: Kamal Arnous"

Appellee highlighted item #40 on the list. Item #40 he alleged is 23 ounces of gold he purchased through the "barter system" gasoline for gold. Appellee exhibited no purchasing receipts for the goods. When asked how he knew the quantity or items he left in the store he said, he remembered because he bought them. The appellee bought $26,000.00 (USD) worth of goods and left them in his store from 1998 to 2000. Though he left the receipts in the store in Pleebo, he remembered the 42 items, the names, the quantities and perhaps prices as well. He also said that he took $6,000.00 worth of gasoline along with the goods to Pleebo

which he exchanged for 23 ounces of gold for his wife. When asked on the cross examination whether he had a permit to deal in gold, he said his permit was his articles of incorporation from the Foreign Ministry and that same was left in a bag in the store in Pleebo. He was queried further as to whether he had a license from the Ministry of Lands, Mines, and Energy to purchase gold. He evaded the question. It is obvious that appellee was only trying to prove his special damages, specially, and with particularity. We are, however, bothered by the fact that appellee left $26,000.00USD worth of goods and 23 ounces of gold in a store that had broken windows in 1998 according to his own testimony, never to return till several years later. But in fact a more curious question is, why did appellee leave his wife's 23 ounces of gold in the store? Could he not have taken the gold along with him to Monrovia? Was it good judgment for appellee to have in fact stacked his vulnerable premises with $26,000.00 worth of goods in a building that had been unmaintained or unused since the civil war, say from the early 1990s to 1998? If getting back to Pleebo from Monrovia would take appellee a number of years, why did he return to Monrovia instead of selling his $26.000.00USD worth of goods first? He complained about Liberia using two currencies, JJ. Roberts in Maryland and some other parts of the Country, and the Liberty currency in Monrovia. So, why did he purchase goods in Monrovia to sell in Maryland to receive currency he could not use in Monrovia? We found no answer to these brain teasing questions in the records, which renders them mere allegations and therefore of no probative value.

We have received the appellee's evidence and contrary to the jury and the judge, we have come to the following conclusions

(a) Appellee had no valid lease agreement after the first ten years certain, because he failed to prove that the optional period 1991 to 2001 was mutually agreed upon and that a new lease agreement was entered into. All the maneuvering and discussions were failed attempts to renew the agreement because the appellee failed to pay the amount owed on the first 10 years at $700.00 USD per annum.

(b) The additions that were made on the face of the lease agreement with intent to alter the term of years, changing the agreed upon $700.00 USD to $1,000.00 LD, the false receipt attributed to Rev. Millie E. Brooks signed by Milly H. Brook, and the $400.00 USD that was used at various times to send communications to the Hutchins in the USA to discuss a new lease agreement which appellee spread out as lease payments from 1994-2012, were contrived by the appellee. Also the fact that appellee could remember all the goods in detail without any invoices or receipts, were schemes calculated to remain in possession of appellants' premises to their disadvantage, and to collect special damages from appellant Rafic Ghaida for goods the appellee did not prove were left on the premises. A mere listing of goods without substantiating documents, such as receipts and invoices is not sufficient proof that goods were bought. And without witnesses that in 1998 appellee left that quantity of goods in his store, or that when the doors were burst open by the appellants, witnesses saw the alleged goods, all of these, coupled with appellee's failure to have a corroborating witness but relied on his own testimony alone, we hold that plaintiff miserably failed to prove his allegations. We hold further that the list of goods attached to the complaint was arbitrarily and randomly compiled by appellee which was merely intended to collect damages unjustifiably. The naked listing of goods without supporting documents, such as receipts/invoices is not sufficient to serve as proof of special damages with particularity.

Counsel for appellee argued that the lease agreement could not have been legally cancelled in a magistrate court as alleged by the appellants. But which lease agreement, the records do not show? Appellee, however, said that he and Millie Brooks entered into a lease agreement on the basis of which he allegedly gave Millie H. Brooks $1,000.00 LDs in 1993 for one year lease payment. Appellants said that the lease was cancelled by a magistrate in Pleebo. We perused the records but found no such lease agreement. There was no lease agreement entered into between Millie E. Brooks or Milly H. Brook or Broca and the appellee. We are compelled by law to review and determine this case on the records and not on unsubstantiated allegations of facts.

Appellant Rafic Ghaida denied comingling appellee's goods with his own. He said that before he entered into the lease agreement with codefendant Hutchins, all items in the store were removed. He occupied a vacant store and that the building was in need of serious renovation which he undertook. Appellant Hutchins said that while he was in Monrovia, he was informed in 2000 that his property was lying in ruins; that trees were growing in the building and that the grass had overgrown on the premises. He went to Pleebo and saw the dilapidating condition of the property. He *went to the Magistrate and asked* for police to accompany him to the property. The officers were dispatched with instruction to enter and take an inventory of the contents of the building and take same to the Magistrate. Below is the list that was signed and submitted by the police:

[Please see pdf file for inventory]

Co-appellant/defendant testified and said that the above listed items were auctioned in the magistrate court, netting $60.00 (USD) and that said amount was applied against the rental arrears appellee/plaintiff owed. Appellee/plaintiff failed to challenge the truthfulness of this testimony by seeking verification from the police in the magistrate court in Pleebo City. The testimony remained unimpeached, and therefore admitted.

Appellee argued that his lease agreement was effective up to 2012, but at another point it was up to 2021 and that appellant had no right to forcibly enter and lease his leased premises to another lessee and that the cancellation of his lease agreement could be legally done only in the circuit court of Maryland County, and not in a magistrate court. We hold that appellee's lease agreement was terminated by operation of law at the end of the ten years period certain. And since the option for renewal, which was to commence from August 1, 2001 was not consummated, the lease agreement between the parties ended in 1991. There was therefore no need for a cancellation of lease agreement proceeding in any court. The appellee should have turned over the premises to the lessors as per the

agreement. The said lessee having failed to renew the lease agreement, he automatically lost his right to possession and occupancy. He therefore was in illegal and wrongful possession from 1991 when his leasehold rights ended, to 2000 when the lessor re-entered and took possession. The renewal of the 1981 lease agreement could have been affected by the drawing up of another lease agreement between the parties after they shall have negotiated and agreed on the terms and conditions. There is no proof on the records that this was done.

In view of all the above, we are in agreement with the appellants herein that the verdict was against the weight of the evidence produced by the appellee/plaintiff and that the judgment confirming said verdict should be and same is hereby reversed.

The Clerk of this Court is ordered to send a mandate to the Judge below to resume jurisdiction over this matter and proceed according to this decision. AND IT IS HEREBY SO ORDERED.
JUDGMENT REVERSED.

Counsellor Thompson N. Jarba appeared for the Appellant and Counsellor M. Krom Yangba, Sr. appeared for the Appellee.