

**JUAH WEEKS-WOLO**, Appellant, v. **MARY ELIZABETH WOLO**, Executrix of  
the Will of the Late P. GBE WOLO, Appellee.

APPEAL FROM CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,  
MONTSERRADO COUNTY.

Argued November 20-23, 27, 1944. Decided December 15, 1944.

1. No single Justice of the Supreme Court can legally issue any restraining writ to adversely affect any decision of the Court *en bane*.
2. According to the laws of Liberia following the principles established by the common law, one spouse cannot contract immediately with the other because of the unity of person in the marital relation and hence, as a general rule, unless the conveyance is made through a third party the deed is null and void *ab initio*.

In a prior proceeding brought to obtain alimony from her husband, whose privy in representation the present appellee is, appellant was barred in the lower court by a legislative divorce granted her husband. On appeal to this Court, judgment was reversed and the divorce declared null and void. *Wolo v. Wolo*, 5 L.L.R. 422 (1937). Appellant then brought this petition for cancellation of deeds for land she had given her husband. On appeal from decision for appellee, *judgment reversed*.

*Charles B. Reeves* for appellant. *H. Lafayette Harmon* and *A. B. Ricks* for appellee.

MR. CHIEF JUSTICE GRIMES delivered the opinion of the Court.

P. Gbe Wolo, whose privy in representation the present appellee is, had the rare good fortune of completing his scholastic training in Harvard University in Massachusetts in the United States of America.

On his return to Liberia, to the great surprise of all his friends, well-wishers, and particularly of the educated and cultured people of the country, he espoused and married Juah Weeks, now Juah Weeks-Wolo, an unlettered woman of no social status. Everyone wondered why a man who had been trained in one of the best universities of the world, and with such brilliant prospects before him, should have consciously and deliberately entered into a union so patently disparaging to him. Any suggestion that the marriage was based upon both spouses being of the Kru tribe was indignantly denied, and persons maintaining that view were advised to search deeper

into the facts if they desired to know what really led to this most extraordinary marriage.

Some clue as to the motive which induced Mr. Wolo to take the above-mentioned step appears in the second paragraph of the brief of appellant filed here at this term in this case. It avers that :

"The petitioner, Juah Weeks Wolo, is a native of the Kroo tribe; that, although unlettered she was a woman possessed of a great deal of thrift in her early days, and thereby acquired considerable means together with real property." Said brief thereafter suggests that said Wolo had his eyes fixed upon controlling, if not acquiring, most, if not all, of her property, specifically her real estate.

Quoting again from the said brief, the marriage contracted was solemnized on February 10, 1925, the couple for some time lived and cohabited together as husband and wife in great happiness, and it was some time thereafter before the events hereinafter to be recorded occurred.

Before proceeding further it is useful to observe that no witnesses were brought to the stand during the trial of this cause in the trial court, but that inasmuch as the case was tried in equity the pleadings were all verified ; and as the rules in equity prescribe and recognize such mutual pleadings so sworn to as evidence in equity, and as they have always been so regarded in this jurisdiction, we shall now proceed to deal with the points therein submitted under oath as evidence in this case. *Zogai and Gijey v. Gemayel Bros.*, 6 L.L.R. 238, 241 (1938)

According to the general principles of equity jurisprudence above adverted to and the specific endorsement thereof given in the case cited, we shall now proceed to cull the facts of this case from the verified pleadings certified to this Court from the court below, as this case in one or more forms has been before us more than once before.

The happy state of peace and concord in which the two Wolos had lived as mentioned above was interrupted when in 1932, according to the records on file here in the case of alimony between them decided by this Court on February 12, 1937, appellant accused her husband of having cohabited with and impregnated three girls she was rearing, whereupon Wolo with the three girls left the home and established a separate abode for himself and the three girls. *Wolo v. Wolo*, 5 L.L.R. 422.

Appellant, however, continued to entertain the hope that her husband in course of

time would repent and return to their home and his marital relations with her when, to her great surprise and without any notice whatever to her, the Legislature granted him a "legislative" divorce on February 14, 1936. Appellant thereupon promptly applied to the judicial branch of Government for relief and, by unanimous decision of this Court, the divorce was declared null and void. We call your attention to the decision of this Court in said case, *supra*, and to the pleadings in this case, particularly counts eight (c) and thirteen of the answer, counts one and two of the reply, and count nine of the rejoinder.

Juah Weeks-Wolo, the present appellant, then at last became convinced that all hope of a resumption of the marital relationship existing between herself and her husband was gone, that his affections for her were completely alienated, and that the four tracts of land which she had conveyed to him for good consideration, namely that of love and esteem, should no longer be his as the consideration on which the grant was made no longer existed. Consequently she demanded that her property be returned to her.

Her letter demanding the return of her property and his answer are now, for the purpose of clarity, reproduced verbatim as follows :

*"8th May 1937*

"MR. P. G. WOLO,  
MONROVIA.

"SIR:

"We are directed by our client, Mrs. Juah Weeks-Wolo, to say to you that she desires a re-transfer of all her real estate which you, sometime ago, persuaded her through fair promises and assurances, that said requirement was being made by you as a means of securing her interest only, to execute transfer deeds to you for said property, which was owing to her physical condition at the time and her affections for you as a wife yielded to. "We are further instructed to say that Mrs. Wolo, our client, feels that your only objective was to dispossess her at the time of her said property, as she observed that from the time she yielded to your persuasions, promises and assurances and executed the relevant deeds you no longer manifested interest in her as a husband, and the estrangement culminated into your finally seeking a severance of the marital relations between yourselves. However, we are desirous of refraining from making comment on this point and feel confident that there will be no hesitance on your part in settling this matter between our said client, amicably, by re-transferring to her, all of said property which she is through us, demanding. "We will appreciate a prompt

response on your part to this request and thereby obviate any unpleasantness which may likely result from a refusal to comply therewith.

"With best wishes,

"Yours faithfully,

[ Sgd.] C. B. REEVES S.

DAVID COLEMAN

*Counsellors-at-law."*

This is his reply:

"MONROVIA,

*June 5, 1937.*

"GENTLEMEN :

"Answering your letter of the 8th ultimo, on behalf of your client Mrs. Juah Weeks Wolo, so called, I am directed by Counsellor P. G. Wolo, to say to you, for your client, that whenever he feels the time arises for him to say anything in the premises he will do so, but at present, he sees no reason.

"Yours respectfully,

[Sgd.] A. KAMANDA.

"Postscript.

"Your letter under review, supposed to have been written on the 8th of May, 1937, only reached us this morning, June 5, at 9:30 a.m."

After this effort on the part of Mrs. Wolo had proved abortive she filed this action of cancellation in the Circuit Court of the First Judicial Circuit.

The first point raised by Wolo in the cancellation proceedings was that because of the legislative divorce granted him, which has been adverted to elsewhere in this opinion, appellant had no further right to be styled Juah Weeks-Wolo, but should be styled Juah Weeks. His Honor Judge Summerville did not sustain the application of Mr. Wolo, whereupon he applied to His Honor Mr. Justice Tubman, then the Justice presiding in our Chambers, for a writ of prohibition. After a hearing duly had on November 8, 10, and 14, Mr. Justice Tubman thereafter on December 11, 1939 handed down an exhaustive opinion denying the said application and laying emphasis upon the point that the decision of the Supreme Court annulling the legislative

divorce remained unrecalled by this Court *en bane*, and that as a single Justice presiding in Chambers he could not issue a restraining writ to adversely affect said decision. The name Juah Weeks-Wolo, therefore, continued to be the appellation by which she was to be called.

The cancellation suit then proceeding, Mrs. Wolo alleged in essence that the deeds granted by her to her husband were not based upon any valid consideration, such as that of two hundred dollars therein rehearsed, but rather upon the good consideration of love and affection ; and that when said consideration ceased to exist the deeds should have no validity. Moreover appellant contended that they were obtained by fraud under the pretence that Wolo intended the marriage to continue for the life of the spouses. Wolo answered in effect that she was precluded by the rehearsals in the deed and estopped from contending that no monetary consideration was paid.

Several issues grew out of the one above stated in the allegation of the petitioner and the denial of the respondent. However, inasmuch as that is the main point to be decided, we have herein ignored all the others, and will address our attention to that one submission which appears necessary to settle this controversy.

According to the laws of Liberia following the principles established by the common law, one spouse cannot contract immediately with the other because of the unity of person in the marital relation. Hence, as a general rule unless the conveyance is made through a third party, the deed is null and void *ab initio*. 30 *Corpus Juris, Husband and Wife* §§ 263-64, at 686 (1923) . The following observation by Lord Coke appears in *Lehr v. Beaver* 8 Watts & Sergeant's (Pa.) 102, 42 Am. Dec. 271 ( 844) , and is quoted with approval in *Ruling Case Law*:

"This opinion is clear; for by no conveyance, at the common law, a man could, during coverture, either in possession, reversion or remainder, limit an estate to his wife." 13 *Id. Husband and Wife* § 422, at 1375 (1916).

True as is this principle generally, it is even more fully adhered to in the grant of land from a wife to a husband, because the husband as head of the family and the dominant partner in the marriage has liabilities that do not fall upon the wife, and this fact has given him greater powers of coercion. Hence under conveyances by a wife to her husband generally, we find the following in *Ruling Case Law*:

"At common law a deed by a wife to her husband was void at law to the same extent

as a deed by a husband to his wife ; irrespective of the disabilities of a married woman to contract the unity of person rendered the deed void at law. A wife could, however, convey her real estate to her husband through the intervention of a third person or trustee; and courts of equity have given effect, when free from any imputation of fraud and when based on a good consideration, to conveyances by a wife of her separate property directly to her husband. If, however, the conveyance is without consideration it will not be sustained in equity, and, in many jurisdictions the courts have refused to give effect to conveyances by a wife directly to her husband, though made for a valuable consideration. It has been held in a recent case that a deed by a wife to his [*sic*] husband was utterly void ; this was held true where a husband conveyed directly to the wife, which under the doctrine prevailing in the state carried only the equitable, and she attempted to reconvey directly to the husband; her deed was held not to convey her equitable title. Where the instrument conveying real estate for the benefit of a married woman contains a general power to convey or appoint, it is well established in equity that she may bestow the estate on her husband by appointment or otherwise in pursuance of the power, but because of the confidence arising out of the marriage relation the courts jealously scrutinize transactions whereby a husband secures for himself the property of his wife." 13 R.C.L. *Husband and Wife* § 426, at 1378-79 (1916) .

Under the provisions of law above cited the deeds filed during the pleadings, certified copies of which were sent forward to this Court in this record, viz.: lots Number 200, 212, 559 and 533 [ED. NOTE: Contemporaneous evidence indicates lot Number 533 may be lot Number 353.] situated in the city of Monrovia were void *ab initio*, and should be delivered up and cancelled.

Furthermore, Counsellor Reeves, counsel for appellant, presented the following submission which he had culled from the pleadings, especially those of Mr. Wolo. According to the fifteenth plea in the answer of respondent, now appellee, appellant was taken seriously ill during the month of December, 1928. As no date is given in the record, counsel for appellant asks us to assume that the illness began on December 7 as the last day in the first week of December of said year. Count sixteen avers that two weeks thereafter he was sent for and came to the bedside of his unconscious wife and, assuming as above that the illness began on December 7, he arrived at the bedside of his unconscious wife on December 21, 1928. For twenty-one days, the fifteenth plea in the sworn answer of appellee continues, she continued to remain unconscious while he, the said Wolo, remained in a pajama suit and slippers at the bedside of his unconscious wife nursing her back to health and keeping off all intruders, especially her near relatives. This period of twenty-one days

ended on January 11, 1929. But the doctor, Mr. Wolo continues in his verified pleadings, ordered him to nurse her another fourteen days, and especially to keep out her near relatives. That period continued until January 25, 1929. How then, continued Mr. Reeves, could she, having been so seriously ill, have executed the deeds for two hundred dollars each in that condition, three of which as per their own date and as per recitals in other parts of the record, were executed on January 16, 1929, and the fourth on January 24 of the same year, the last named having been executed according to the recitals therein contained but one day before the doctor permitted him to relax his vigilance at the beside of his seriously ill wife?

Nor did Mr. Reeves neglect to stress this important point, that although Mr. Wolo claimed that she was estopped to deny the rehearsals in the deed that he had paid two hundred dollars for each lot, nowhere in his answer or rejoinder does Mr. Wolo aver that he ever made any such payment.

The facts which Mr. Wolo himself placed upon record under oath against himself are sufficient to dispense with those others recorded in this record, also under oath, by his wife. The only logical conclusions which we feel able to draw from the facts are : (1) That the deeds executed by Mrs. Wolo were issued contrary to the laws of the land ; (2) That they were without any valid consideration; (3) That they fitted in with Wolo's scheme to secure her real estate and then abandon her, as the letter she had written to her husband on the eve of commencing suit avers; and (4) That said deeds should be delivered up, declared null and void, and cancelled; and that Mary Elizabeth Wolo, privy in representation of the said deceased Wolo and substituted appellee, should be ruled to pay all costs ; and it is hereby so ordered.

*Reversed.*