

In the Honorable Supreme Court of the Republic of Liberia
Sitting in its March Term, A.D. 2016

Before His Honor: Francis S. Korkpor, Sr.Chief Justice
Before His Honor: Kabineh M. Ja'neh.....Associate Justice
Before Her Honor: Jamesetta H. Wolokolie.....Associate Justice
Before His Honor: Philip A. Z. Banks, III.....Associate Justice
Before Her Honor: Sie-A-Nyene G. Yuoh.....Associate Justice

Rediffusion (Liberia) Ltd, represented by Mr. Rajinder Pal Singh
Dhaliwal by and thru the Attorney-in-fact, T. Q. Harris of the City of
Monrovia, Liberia..... PLAINTIFF-IN-ERROR

AND

Rajinder Pal Singh Dhaliwal of the United States of America,
represented by the Attorney-in-fact, T.Q. Harris of the City of
Monrovia, Liberia..... PLAINTIFF-IN-ERROR

VERSUS

The Intestate Estate of Aaron D. Cooper represented by
Edwin Cooper of the City of Monrovia.....DEFENDANT-IN-ERROR

GROWING OUT OF THE CASE:

M. P. Dhaliwal of the City of Monrovia.....PLAINTIFF

VERSUS

Master Trading and Advance Auto Accessories by & thru Nidal Ismail,
et al. of the City of Monrovia, Liberia.....DEFENDANTS

GROWING OUT OF THE CASE:

The Intestate Estate of the Late Aaron D. Cooper represented by
Edwin Cooper of the City of Monrovia.....PETITIONER

VERSUS

Rediffusion (Liberia) Ltd, represented by Mr. Rajinder Pal Singh
Dhaliwal and Divinder Pal Singh Dhaliwal of the City of Monrovia,
Liberia..... RESPONDENTS

AMENDED PETITION
FOR WRIT OF ERROR

ACTION OF
EJECTMENT

CANCELLATION OF
LEASE AGREEMENT

Counsellor Cooper W. Kruah, of the Henries Law Firm, appeared for the appellants/plaintiffs-in-error. Counsellor C. Alexander B. Zoe, in association with Counsellors Frances Johnson-Allison and Emmanuel B. James, of the International Group of Legal Advocates, and Counsellor Emmanuel Berry, of Berry Law Offices, appeared for the appellee/defendant-in-error.

Argued: April 19 and 26, A.D. 2016.

Decided: September 9, A.D. 2016.

**APPEAL FROM THE JUDGMENT OF THE CIRCUIT COURT FOR THE
SIXTH JUDICIAL CIRCUIT, MONTSERRADO COUNTY.**

MR. JUSTICE JA'NEH delivered the opinion of the Court.

At the call of the case on appeal from an ejectment action decided in the lower court, counsel for appellants drew our attention to a petition filed and pending before the Supreme Court. That petition was seeking the issuance of a writ of error in this matter on appeal.

Because of the decision we have reached in these consolidated proceedings, we will traverse the following pivotal questions to wit:

- (1) Did Petitioner Edwin Cooper, representing the "Intestate Estate of Aaron D. Cooper", properly secure judgment of cancellation of the 1974 Agreement of Lease as well as the 1983 extended Agreement of Lease for 20 (twenty) years executed by Decedent Aaron Cooper with the plaintiffs-in-error?
- (2) Do sufficient factual and legal grounds exist to compel the issuance of the peremptory writ of error?

We shall examine these questions following the sequence in which they have been presented.

This Court desires to state that in order to grasp a full understanding of the controversy at bar, we should first review and examine the various occurrences and actions taken by the parties between the period 1990 and 2014. To begin with, the parties to these proceedings do not dispute that Aaron D. Cooper, whose estate is at the heart of these controversies, passed to the Great Beyond in early 1990. The parties also accept that on June 1, A.D. 1974, sixteen (16) years before his passing, the late Aaron D. Cooper executed an Agreement of Lease, as lessor, with Abdallah Alaeddine, as lessee. The 1974 Agreement of Lease was for a period of 20 (twenty) years expiring in 1994. The late Aaron D. Cooper in 1983 extended the 1974 Agreement with his lessee, Abdallah Alaeddine, for additional lease period of 20 (twenty) years, i.e., from 1994 to 2014. The agreement for the 20 (twenty) years reached between Aaron D. Cooper and Abdallah Alaeddine is captured in the 1983 extended instrument as follows:

"WHEREAS, on the first day of June , A.D. 1974, an Agreement of Lease was entered into by and between AARON D. COOPER, as Lessor, and ABDALLAH ALAEDDINE, as Lessee; and

WHEREAS, said Agreement has been sub-leased by the said Abdallah Alaeddine to Rajinder Pal Singh Dhaliwal, President, Rediffusion (Lib.) Ltd., for the remaining period of the lease which shall expire on the 30th day of October, A.D. 1994; and

Whereas, the said Aaron D. Cooper desires to lease the said premises to Rediffusion (Lib.) Ltd. for a period of twenty (20) years after the expiration of the [1974] lease, effective November 1, 1994;

NOW THEREFORE, this Agreement of Lease made and entered into this 25th day of January, A.D. 1983, by and between Aaron D. Cooper, of the City of Monrovia,

We soon observed that counsel's information was duly supported by the records before the Supreme Court. Inspection of the records reveals that on the orders of Chambers Justice Philip A.Z. Banks, III, the provisional writ of error had been issued and the petition for writ of error forwarded to the full bench for disposition thereof. Further inspection of the records indicates that our Distinguished Colleague, Mr. Justice Philip A.Z. Banks, III, ordered the alternative writ of error issued and also directed the Clerk of the Supreme Court to forward the matter to the Supreme Court en banc. The said directive by Mr. Justice Banks, dated November 25, A.D. 2015, reads thus:

"Having met with the parties in conference, and having determined the need to further explore the issues raised at the conference, we have decided to issue the alternative writ of error. You will therefore issue the alternative writ of error to enable the Court [en banc] to further probe the issues raised at the conference. In the meantime, the respondents will stay all further actions pending the disposition of the error proceedings."

This being the case, counsel for the petitioner was requesting the Supreme Court to consolidate the hearing of the appeal from the ejectment action and the petition for the writ of error. The application for consolidation, according to petitioner's counsel, was not only for reason that the parties in both cases are the same but also in order that the critical issue of due process of law triggered by the ejectment proceedings and giving rise to the filing of the petition for writ of error, would be justly addressed.

The Supreme Court granted the application. Excerpt from the minutes of the Court of April 19, A.D. 2016, reflects the following:

"The representations of the parties are noted. The Court observes that there is a petition for a writ of error filed in this case. The Court also observes that the issues raised in the petition for a writ of error are also raised in the matter of the regular appeal. Both parties, through their counsels, concede to this point. Consequently, this Court will consolidate the writ of error and the regular appeal and hear the both matters today. And it is so ordered."

Our position is supported by the Civil Procedure Law, Rev. Code 1:6.3, on consolidation of claims. This provision directs that "[w]hen actions involving a common question of law or fact are pending before a court of record, the court, upon motion by any party or sua sponte, may order a joint trial of any or all the matters in issue or the consolidation of the actions....."

Montserrado County, Republic of Liberia, hereinafter known and referred to as the Lessor, and Rediffusion (Lib.) Ltd., represented by its President, Rajinder Pal Singh Dhaliwal, of the City of Monrovia, and the Republic aforesaid, hereinafter known and referred to as the Lessee, hereby

WITNESSETH:

1. THAT for and in consideration of the covenants, the rental to be paid, and the term and conditions to be kept and performed by the LESSEE, the LESSOR hereby bargain, promise, agree, rent demise and farmlet unto the LESSEE the LESSOR's premises with the building thereon, situated, lying and being in the City of Monrovia on Randall Street, Montserrado County, Republic of Liberia, fully described as follows, to wit:

"commencing at the South-East corner of the adjoining lot No. 59 half way farm owned by James Momo and running thence South 38 degrees West-Eight-Two feet and six inches (82 ½) ft.; thence running North 52 degrees West one hundred and thirty-two 132 feet to the place of commence and containing one quarter (1/4) of an acre of land, plus Twenty-four (24) feet and 11 inches, and no more"

2. TO HAVE AND TO HOLD the above described, granted, and demised premises together with all the usements, hereditaments, easements, and appurtenances thereto belonging for the full and complete period of TWENTY (20) Calendar years certain, beginning from the first day of November, A.D 1994, up to and including the 30th day of October, A.D 2014;

Therefore, Aaron D. Cooper, having duly executed Agreements of Lease during his life time to expire in 2014, the said Agreements of Lease were binding and enforceable on himself and his heirs. This is consistent with the law controlling in this jurisdiction as articulated by this Court in *Cooper-Daniels v. Buccimazmazza Industrial Works Corp.*, 33 LLR 557, 563 (1985). It goes without saying that the 1974 Agreement of Lease executed by the late Aaron D. Cooper for a period of 20 (twenty) years and extended by him also in 1983 for additional period of 20 (twenty) years, by operation of law remained in full force and effect until its expiry in 2014.

We must be quick to mention here that the parties before us appear to be in disagreement whether the late Aaron D. Cooper executed a Will to direct the management and/or disposition of his (Aaron D. Cooper's) estate.

But the issue whether or not the late Aaron Cooper executed a Will does not appear to us to be pivotal in the final outcome of this matter. As already stated in this Opinion, the 1974 extended Agreement of Lease was in full force until its expiry in 2014. We will further elaborate on this point later in this Opinion.

With this background, we now consider the first question whether the heirs of Aaron D. Cooper properly secured cancellation of the 1974 Agreement of Lease duly executed and extended by their late father in 1983 to last up to 2014, in favour of Co-plaintiff-in-error, Rajinder Pal Singh Dhaliwal.

Our review of the certified records reveals that Mr. Edwin Cooper, -a son of the late Aaron D. Cooper, and representing himself as administrator of "*The Intestate Estate of late Aaron D. Cooper*", on November 20, A.D. 2012, filed an eight count "Petition For Cancellation Of Lease Agreement" before the Sixth Judicial Circuit for Montserrado County. In the referenced petition, not only did Edwin Cooper seek to cancel the extended Agreement of Lease executed in 1983 by his late father, but Petitioner Edwin Cooper would seem to have cleverly named Messrs. Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal as the representatives of Rediffusion (Liberia) Ltd. for the named respondent corporation.

The petition averred substantially as follows:

1. *That during the life time of the late Aaron D. Cooper, he and the Respondent through its President, Mr. Rajinder Pal Singh Dhaliwal, executed a lease agreement on January 25, 1983 to take effect on November 1, 1994 after the expiration of an existing lease agreement between the late Cooper and Abdallah Alaeddine for his premises with a building thereon, situated, lying and being on Randall Street, City of Monrovia, "County of Montserrado, Republic of Liberia for twenty (20) years certain, which premises are fully described as follows:*

"commencing at the South-East corner of the adjoining lot No.59 half way farm owned by James Momo and running thence South 38 degree West Eighty-two feet and six inches (82.1/2) ft.; thence running South 52 degrees West one hundred and thirty-two feet 132 plus twenty-four (24) feet and 11 inches, and no more." Copy of said lease agreement between the late Cooper and Respondent is attached as Petitioner's Exhibit P/1 to form a cogent part thereof in substantiation of Petitioner's contention.

2. *That following the death of Aaron D Cooper, his heirs in persons of Messrs. Joseph Botoe Cooper and Edwin Cooper as Administrators of his Intestate Estate executed an addendum to the Lease Agreement on November 8, A.D. 2002 with the view of modifying and adjusting the rent to suit present and future financial and economic realities.*

Copy of said Addendum to the Lease Agreement is hereto attached as Petitioner's Exhibit P/2 to form a cogent part hereof in substantiation of Petitioner's Petition."

3. *That the Intestate Estate of the late Aaron D. Cooper remained open for a period over the one year (12 months) given by the Probate Court and the Court in its effort to renew the authority of Mr. Edwin Cooper (the sole surviving heir) to continue with the administration of the Intestate Estate after the death of Joseph Botoe Cooper (brother of Edwin Cooper) issued a new Letters of Administration in favor of Mr. Edwin Cooper on July 6, 2012. Copy of the Letters of Administration is hereto attached as Petitioner's Exhibit P/3 to form a cogent part hereof in substantiation of the contention of Petitioner.*

4. That notwithstanding the binding effect of the Lease Agreement and its Addendum, the Respondent has abandoned the property under lease to it since 1990 and as a result, the property has not been attended to for about twenty two (22) years now, and five (5) years rent in the sum of US\$ 7,500.00 has not been paid and the property is currently in a deplorable state. Petitioner submits that if the existing Lease Agreement and its Addendum are not canceled and the Petitioner placed in possession of the premises, same shall certainly go to waste and be exposed to public auction. Copy each of photographs showing the deplorable condition the premises are currently in because of their abandonment by the Respondent are attached hereto as Petitioner's Exhibit P/4 in bulk to form a cogent part hereof to substantiate the contention of Petitioner.
5. That further to count four (4) hereof, Petitioner says that the abandonment of the premises by the Respondent is the result of Respondent's owners, Messrs. Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal, unceremonious departure from the country without any sign of their return to Liberia to ensure performance by Respondent of its obligation under the existing Lease Agreement and Addendum which require Respondent to use the said demised premises upon the performance of its side of the agreement by the payment of taxes levied by Government and the conduct of repairs and maintenance of the premises so that at the expiration of the lease, Respondent will surrender the said demised premises in a tenantable state and condition. Notwithstanding the Respondent's obligation under the lease, the property is collapsing, the walls have big holes in them and Petitioner is afraid the building on said premises might collapse any time at the rear, due to poor construction done by one of the owners, Mr. Devinder Pal Singh Dhaliwal, who misled Petitioner in not applying for cancellation in the early years, as Petitioner was put under the impression that Messrs. Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal would have improved the property. Hence, this Petition is filed for cancellation of the aforesaid Lease Agreement and Addendum and Your Honor and this Honorable Court are requested to grant the Petition.
6. Petitioner submits that following the unceremonious departure of Messrs. Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal from the country, every effort has been exerted by the Petitioner to ensure their return to Liberia to continue with performance of the Lease Agreement but the whereabouts of the owners of Respondent is unknown to the Petitioner as at the filing of this Petition. Petitioner gives notice that during the trial it shall produce evidence to substantiate the contention of the whereabouts of the owners of the Respondent being unknown to Petitioner.
7. Petitioner says in the early years, Messrs. Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal, on diverse occasions, visited Liberia for short time and during their short stay in the country, they showed no sign of their concerns for the said demised premises, although they were informed of the deplorable state of the building on the land and as at the institution of this action, they have yet to respond to the communications addressed them by the Petitioner through its Administrator, Mr. Edwin Cooper. Petitioner gives notice that during the trial it shall apply for a writ of subpoena duces tecum for the production of the communications written to Messrs. Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal by the Petitioner through its Administrator, reminding them of the deplorable state of the property. Hence, this Petition for cancellation of the existing lease.

8. *Petitioner submits that under the law extant, a contract may be cancelled by agreement or by virtue of a contractual provision therefor, for fraud, failure of consideration or a material breach or default. Also under the law extant, a contract can be cancelled where the opposite party (as in the case of Rediffusion) acts inconsistently with the duty imposed upon him by the contract, which amounts to abandonment. The law will also consider a contract to be treated as abandoned where the acts of one party, inconsistent with its existence, are acquiesced in by the other. See 17 Am Jur 2d, Contract, Page 951, section 482. in the instant case, the Respondent has acted inconsistent with the duty imposed upon it by the Lease Agreement and its Addendum by Respondent's failure to pay taxes levied by the Government of Liberia, carry out repairs on the said property. Hence, the Lease Agreement and Addendum must be cancelled so that Petitioner will take possession of its property to do all required major repairs to prevent same from collapsing.*

Wherefore and in view of the foregoing facts, controlling law and extenuating circumstances, Petitioner prays Your Honor and this Honorable Court to enter a decree granting the Petition as filed, thereby ordering the Lease Agreement and Addendum annexed as P/1 and P/2 cancelled; that Your Honor will grant unto Petitioner all that seem just, legal and equitable in the premises.

Respectfully submitted,

Plaintiff, by and thru its counsel: ZOE AND PARTNERS, Zoe Compound, S.D. Cooper Road, Paynesville City, Monrovia, Liberia.

Alexandra K. Zoe

Attorney-At-Law

C. Alexander B. Zoe

Counsellor-At-Law

Dated this 16th Day of November 2012"

According to the records, which have not been disputed by the co-defendant-in-error, respondent could not and was never served a precept in order to be brought under the jurisdiction of the trial court. This was for the reason that "he was out of the bailiwick of the court"; that it was on said basis the trial court ordered and the writ of re-summons was issued and ordered served on the respondent; yet again because the respondent was without the bailiwick of the Republic the court eventually was left with no option but to order that service be made on the respondent through publication and mailed to respondent using his "last known address, in keeping with section 3.40 of 1 LCLR."

Our further inspection discloses that on April 22, A.D. 2013, His Honour J. Boima Kontoe entered final judgment. Therein he granted petitioner's petition and cancelled the 1983 extended Agreement of Lease. Judge Kontoe in his ruling noted that Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal, representing Respondent Rediffusion, were without the bailiwick of the Republic of Liberia.

Hence, and "in keeping with section 3.40 of 1 LCLR", service of precept was therefore made by mail to the last known address of Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal. We have reproduced to wit the substance of Judge Kontoe's ruling:

"The petitioner, by and through his legal counsel, filed a petition for cancellation of the Lease Agreement against the respondent on November 10, 2012, whereupon a writ of summons was duly issued out of this court, same was placed in the hands of the Sheriff for service. In keeping with the Sheriff's returns, the respondent could not be served because he was out of the bailiwick of the court, whereupon this court ordered the issuance of the writ of Re-Summons, which was placed in the hands of the Sheriff for service. Again, according to the Sheriff's returns, the respondent was still out of the bailiwick of the court and that he could not be served with the Writ of Re-Summons. Whereas, this court ordered the issuance of a publication to be made and mailed to the respondent's last known address, in keeping with section 3.40 of 1 LCLR, and that based upon that, the following publications were as follows: On Friday, December 28, 2012, on Friday, January 4, 2013, on Friday, January 11, 2013, on Friday, January 18, 2013, all of the Inquirer Newspapers respectively, thereby making petitioner's pleadings rest.

At the call of the case, the respondent and/or by counsel were not present in court, thus a plea of not liable in favour of the respondent was granted and an imperfect judgment ordered in favour of the petitioner to be made perfect by the production of evidence in keeping with law. Petitioner's witnesses, in persons of Edwin Cooper and Ghannam Wissami, who were introduced, qualified, testified and discharged with thanks of court, documentary evidence, court's mark p/1 through p/3 were ordered admitted into evidence to form a cogent part of these proceedings on the part of petitioner's claim.

Thereafter, counsel for petitioner rested oral and documentary evidence in toto, and argued his case and the following laws were cited in support of his case:.....

In the instant case, the respondent has acted inconsistent with the duty imposed upon by the lease agreement and its addendum by respondent's failure to pay taxes levied by the Government [of Liberia], and that the respondent also abandoned the subject property without making any reference to the petitioner, which warrant the filing of the proceedings before this Honourable Court for its determination.

This court having listened to the evidence adduced at the trial, it is the holding of the Honourable Court, considering the documentary evidence in support of the petition, the petitioner's petition is hereby granted, the respondent herein named is hereby held liable to petitioner.

"Wherefore and in view of the foregoing, it is the holding of this Honourable Court that the petitioner's petition is hereby granted and that the respondent is hereby ordered liable to the petitioner; and that the petitioner's witnesses' testimonies having been in harmony with petitioner's petition, as filed before this Honourable Court, the Lease Agreement entered into by and between petitioner and respondent on January 25, A.D. 1983, to effect on November 1, A.D. 1994, and the Addendum thereto, are hereby ordered cancelled and to be considered null and void as [if] same was never entered into by petitioner and the respondent as of this Court's Final Judgment. The respondent is he

ordered to pay the amount of US\$7,500.00 (seven thousand five hundred United States Dollars) as rental obligation for the past 5 (five) years.

The clerk of this court is hereby ordered to prepare a bill of cost to be taxed by counsel for the petitioner and the respondent himself and thereafter approved by the court sitting. Costs of these proceedings are ruled against the respondent. AND IT IS HEREBY SO ORDERED"

Given under my hands and seal of this Court,
this 22nd day of April, A.D. 2013.

J. Boima Kontoe, Assigned Circuit Judge Presiding,
Sixth Judicial Circuit, Montserrado County, Republic of Liberia.
Court's Seal."

We are unable to agree with the reasons, both factual and legal, forming the basis for Judge Kontoe granting the default judgment. Judge Kontoe's ruling. From inspection of the records, it does not appear to this Court that the grounds upon which Edwin Cooper's petition was granted to cancel the 1983 extended agreement are tenable. We also cannot concur with the Judge Kontoe when he concluded that Respondent Rediffusion failed to pay Government taxes and also abandoned the demised property thereby warranting the granting of Petitioner Edwin L. Cooper's petition for cancellation.

Firstly, and as a matter of law, the service of a writ on a party defendant/respondent is mandatory for (a) bringing the party under the court jurisdiction; (b) to the validity of the judgment rendered; and also, (c) to the enforceability of a judgment rendered. The records before this Court indicate that a writ of summons was duly issued and ordered served on the respondent party through its legal representatives, Messrs. Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal. This Court has stated in a plethora of Opinions that a court of law is without authority to enter a decree against anyone over whom it has no jurisdiction either by service of process or voluntary submission, and that service of process on a party is a prerequisite to acquire jurisdiction unless there is voluntary submission. *Egbe et al. v. Cooper and Egbe* 36 LLR 761, 767 (1990); *Seton et al. v. Azango et al* (Chambers), 20 LLR 674 (1971); *Donzo v. Thorpe et al.* 27 LLR 166, 171 (1978); *Tubman v. Murdoch* 4 LLR 179 (1934).

In the instant case, Judge Kontoe made reference to service of process on Rajinder Pal Singh Dhalawil and Devinder Pal Singh Dhalawil as legal representatives of the Respondent Rediffusion (Liberia) Ltd. Judge Kontoe observed

that *"Again, according to the Sheriff's returns, the respondent was still out of the bailiwick of the court and that he could not be served with the Writ of Re-Summons."* The situation, as reported by the Sheriff, seemingly prompted the trial court to order that service be made by publication and be mailed, according to Judge Kontoe, *"to the respondent's last known address, in keeping with section 3.40 of 1 LCLR."*

Civil Procedure Law, Rev. Code 1:3.40, upon which the judge relied, stipulates as follows:

"If the return on the writ of resummons shows that the defendant has not been served and if the plaintiff makes application not later than ten days after such return, the court shall order service of the summons to be made by publication. An order for service by publication shall direct that the summons be published together with a brief statement of the object of the action in a recognized newspaper for a specified time, at least once in each of four successive weeks. The first publication shall be made within twenty days after the order is granted. On the day of each publication, a copy thereof together with a copy of the complaint shall be mailed by registered mail to the last known address of the defendant."

Contrary to the dictates of law, we have observed that the address used in this case for the purpose of service and to bring the respondent under the jurisdiction of the trial court was Randall Street, Monrovia, the business address of Respondent Rediffusion (Liberia) Ltd. But the last known address contemplated by statute could not have been a Monrovia address. We reason so because Petitioner Edwin L. Cooper knew, or ought to have known through various business interactions between the parties, that Mr. Rajinder Pal Singh Dhaliwal, Rediffusion's legal representative, was based in the United States of America. There is no reasonable basis to suggest that Edwin Cooper did not know the true address of Mr. Rajinder Pal Singh Dhaliwal given other transactions later accentuated in this Opinion. Under the foregoing, where the writ, along with the petition for cancellation was mailed to a Randall Street address, can it be reasonably concluded that the contemplation by the statute that the summons be mailed *"to the last known address of the defendant"* was complied with? We do not think so. The rather obvious misrepresentation visited on the court by Petitioner Edwin L. Cooper and his failure to make full disclosure of information available to him seem to have led the trial court to reach a reversible conclusion on this question of service and

bringing the party respondent under the jurisdiction of the trial court. We must therefore hold that where there is no showing, as in the instant case, that the party was brought under the jurisdiction of the court by proper service of the writ of summons, the judgment entered, as in the in the cancellation proceedings before us, is rendered invalid and therefore unenforceable. The established principle of law held sacrosanct in this jurisdiction is that a party cannot be bound by a judgment without being accorded his day in court. *Friends of Liberia Association, Inc. v. Metzger and Petrol Chemical Industries, Inc.*, 42 LLR 64, 70 (2004); *Kpoto v. Kpoto*, 34 LLR 371, 382 (1987); *Tri Fisheries Inc. v. Wright and Cooper*, 38 LLR 222, 226 (1996); *Yangah v. Melton*, 12 LLR 128 (1954). We re-affirm this principle of law.

Secondly, Petitioner Edwin Cooper, in count 7 (seven) of his petition for cancellation, claimed that Messrs. Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal, representatives of Respondent Rediffusion, were informed for years of the increasing deplorable state of the demised premises; that on many occasions Messrs. Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal visited and stayed in Liberia for short time but demonstrated no concern for the awful state of said demised premises; that Messrs. Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal were informed of the institution of a cancellation proceeding but that they elected not to respond thereto; that hence, sufficient factual and legal grounds existed to authorize cancellation of the 1983 extended Agreement of Lease. However, these averments are not supported by the records. Our review of the records shows that on April 11, 2012, Edwin L. Cooper along with his siblings as beneficiaries of Aaron D. Cooper estate, received rentals from Co-plaintiff-In-Error Rajinder Pal Singh Dhaliwal in the amount of US\$7,500.00 (Seven Thousand Five Hundred United States Dollars) for the lease period, May 28, 2013-May 27, 2014, and "*for the Randall Street property as per Lease Agreement signed between the administrators of the estate and Mr. Rajinder P. S. Dhaliwal.*"

These heirs and beneficiaries of the Aaron D. Cooper Estate acknowledging receipt of the payment were Edwin L. Cooper, Administrator (received cash), Ora Cooper, administrator (check # 1873), Eugenia Cooper, family member (cash), Doris Cooper, family member (cash), Venicia Cooper, family member (cash) and Elaine Cooper, family member (check # 1873).

Barely seven (7) months after receiving this latest rental payment and interacting with Mr. Rajinder Pal Singh Dhaliwal, yet Mr. Edwin L. Cooper, as one of the heirs of Aaron D. Cooper, apparently without the sanction of the other heirs of Aaron D. Cooper Estate, fled to the Sixth Judicial Circuit Court and filed a petition for cancellation of the 1983 extended Agreement of Lease executed between their late father and Rajinder Pal Singh Dhaliwal. Petitioner Edwin L. Cooper in his petition claimed, among other things, that they did not know the "*whereabouts of the owners of Respondent Rediffusion*"; and that the demised premises were abandoned and left in increasingly deplorable conditions by the lessee, Rajinder Pal Singh Dhaliwal "*without making any reference*" to them (the heirs). Those representations by Edwin L. Cooper were grossly misleading and calculated to deceive the court. A judgment obtained under such facts and circumstances cannot be deemed as valid and enforceable as a matter of law. We therefore do not hesitate to declare that the judgment entered cancelling the 1974 Agreement of Lease as extended in 1983 for a period of twenty (20) years, having been secured under the circumstances detailed herein above, was improper, illegal, and therefore unenforceable. Said judgment is therefore set aside as if never entered.

As already stated, the judgment entered by His Honour J. Boima Kontoe, dated April 22, A.D. 2013, ordering cancelled the 1983 extended Agreement of Lease, now vacated, seem to have paved the way for concluding a new Agreement of Lease. In other words, it was on the apparent strength of that flawed judgment that Edwin L. Cooper proceeded to enter into an Agreement of Lease, as representative of the Aaron D. Cooper Estate, with one M.P. Dhaliwal on May 15, A.D. 2013, barely three (3) weeks after the rendition of the faulty judgment. Also on the strength of his newly executed Agreement of Lease for a period of ten (10) years, M. P. Dhaliwal, on June 26, A.D. 2013, instituted an action of ejectment at the Sixth Judicial Circuit Court, Montserrado County, sitting in its September Term, A.D. 2013. The suit sought to remove, oust and eject from the Rediffusion property, Master Trading, Advance Auto Accessories, Auto Care, Management of Tiyatien Health, Haresh Karmchandani, Fazana Rasheed, Tariq and Abraham Mattar, all tenants of Rajinder Pal Singh Dhaliwal. Mr. M. P. Dhaliwal's complaint, which contains four counts, is reproduced in substance as follows:

- "1. That plaintiff is in possession of a property containing a building and land lying and situated on Randall Street, City of Monrovia, County of Montserrado, to which he acquired possessory right for ten (10) years by honorable purchase from the Intestate Estate of the late Aaron Cooper, thru its Administrator, Mr. Edwin Cooper, by virtue of a Lease Agreement executed

between them on May 15, 2013 as evidenced by the attached lease Agreement marked as Plaintiff's Exhibit "P/1" to form a cogent part hereof.

2. That notwithstanding Plaintiff's right of possession to said building and land for Ten (10) unbroken years, the Defendants have entered thereon without the will and consent of the Plaintiff and are unlawfully occupying same.
3. That Plaintiff in an attempt to prevent Defendants from their unlawful presence on Plaintiff's property, Plaintiff wrote Defendants a letter, advising them to halt further occupancy of the building and meet with Plaintiff, only two of the Defendants did attend the meeting but indicated their unwillingness to deal with Plaintiff and have up to and including the time of filing of this suit, failed and refused to halt their unlawful stay on Plaintiff's property. Copy of the letter is hereto attached as Exhibit "P/2" to form a cogent part of this Complaint.
4. That as result of Defendants' unlawful withholding of Plaintiff's property, Plaintiff has suffered embarrassment, mental anguish, humiliation and inconveniences.

WHEREFORE AND IN VIEW OF THE FOREGOING, Plaintiff prays Your Honor and this Honorable Court to enter a judgment in favor, of Plaintiff, thereby ordering the Defendants to be evicted and ousted from Plaintiff's property; that Your Honor will award the Plaintiff general damages not to exceed an amount of One Hundred Thousand United States Dollars (USD100,000.00) to be determined by the jury for the mental anguish, molestation and embarrassment suffered at the Defendants' instance; that Your Honor will grant unto Plaintiff that which seems just, legal and equitable in the premises.

Respectfully submitted:

Plaintiff, by and thru its counsel: ZOE AND PARTNERS, Zoe Compound, S.D. Cooper Road, Paynesville City, Monrovia, Liberia.

C. Alexander B. Zoe

Counsellor-At-Law

Dated this 26th Day of June 2013"

As detailed in the complaint, Plaintiff M. P. Dhaliwal has substantially averred that he acquired possessory right for ten (10) years for a building situated on Randall Street; that said building was acquired by honorable purchase from the Estate of the late Aaron Cooper; that his Agreement of Lease was executed on May 15, 2013; that the defendants have entered on the premises without the will and consent of the plaintiff and continue to unlawfully occupy same; that as result of defendants' unlawful withholding of the demised premises, plaintiff has suffered embarrassment, mental anguish, humiliation and inconveniences for which plaintiff prayed for award of general damages in an amount not more than One Hundred Thousand United States Dollars (USD100,000.00), for the "mental anguish, molestation and embarrassment suffered at the defendants' instance..."

The defendants/tenants of Rajinder Pal Singh Dhaliwal, Master Trading, Advance Auto Accessories, Auto Care, Management of Tiyatien Health, Haresh Karmchandani, Fazana Rasheed, Tariq and Abraham Mattar, filed an answer.

The substance of the seven count answer, captured in counts 1 (one), 2 (two), 3 (three), 4 (four) and 5 (five), is hereunder reproduced as follows:

- "1. That as to count one (1) of the plaintiff's complaint, same is fraught with naked falsehood, deliberately intended to deprive the defendants of their right to occupancy of the property which they acquired through genuine lease agreements from the rightful lessors of the said property; what is being manifested in the said count is nothing but the naked hatred that has been coagulated into an earth-burning hatred for his brother, the rightful lessee of the property who is currently residing in the United States of America. It is the plaintiff's desire to illegally possess the said property in his absence.
2. And also because, defendants say that further to count one of the said complaint, the assertion therein by the plaintiff in which he alleges that he acquired the subject property by a genuine purchase from its Administrator one Edwin Cooper is false and misleading. For Edwin Cooper is not the only administrator of the intestate estate of the late Aaron Cooper. For on the 28th day of May A.D. 2008, the defendants' Lessor in the person of Rajinder P.S. Dhaliwal (then of the City of Monrovia Liberia), consummated a lease agreement for the property subject matter of this suit for the period of twenty years, commencing from the 1st day of June A.D. 2008 up to and including 21st day of May, A.D. 2028. This lease agreement was signed by the Plaintiff's grantor Edwin Cooper and brother Joseph B. Cooper, which Lease Agreement is still in force. How then can the same Edwin Cooper lease the same property to the Plaintiff? A photo copy of the said lease agreement is hereto annexed as Exhibit D / 1 to also form a cogent part of the answer.
3. Furthermore, the defendants in further answering the plaintiff's complaint, submit and say that in addition to the 28th day of May 2008 lease agreement, the plaintiffs grantor and the other members of the Cooper family (namely Edwin Cooper, Eugenia Cooper, Doris Cooper, Ora Cooper (Texas - USA), Venicia Cooper and Elaine Cooper) unanimously executed an Affidavit of Confirmation of Execution of Lease Agreement between the above named administrators of the Intestate Estate of the late Cooper family. A photo copy of the said Affidavit of Confirmation is hereto annexed as D / 2 to form a part of this answer. For the Plaintiff herein to allege that the same Edwin Cooper did execute a Lease Agreement with him for the said property is unbelievable and the said count including the entire complaint should be dismissed and defendants so pray.
4. And also that defendants submit and say that it was predicated upon the strength of the lease agreement between their grantor and that of the administrators of the Intestate Estate of the late Aaron Cooper that they executed their lease agreement with their Lessor that brought them on the premises. Photo copies of the said lease agreements are hereto annexed as D / 3 to form a cogent part of the answer.
5. Furthermore, that as to count two (2) of the complaint, defendants say that the averments contained therein are false and misleading in that the Plaintiff if he did acquire the alleged right of possession from a liar and criminal gallivanting as the administrator of the intestate estate of the late Aaron Cooper's, during the trial of the case, evidence will be produced in

support of the fact that he has no legitimate claim to the property and will not expect the defendants to obtain permission from him or any other person except their grantor, Rajinder Pal Singh Dhaliwal, who is currently residing in the United States of America."

A careful reading of defendants' answer in substance questions the authority of Edwin L. Cooper, Plaintiff M.P. Dhaliwal's grantor, to have executed the Agreement of Lease upon which the plaintiff relied to institute the action. But M. P. Dhaliwal filed an eleven count reply to refute defendants' serious assertion. As counts 1 (one), 2 (two) and 3 (three) make interesting reading, said counts have been reproduced verbatim as follows:

1. *That as to Count One (1) of the defendants' answer, plaintiff confirms and affirms count one (1) of his complaint and denies the allegation contained in count one (1) of the answer; in that, possessory right of the subject property was acquired by the plaintiff since May 15, 2013 when he entered a valid lease agreement with the Intestate Estate of the Late Aaron Cooper through its Administrator, Mr. Edwin Cooper. The court is requested to take judicial cognizance of plaintiff's exhibit P/1 attached to the complaint. Plaintiff submits that in respect of the allegation relative to the suit being the result of naked hatred that has been turned into an earth burning hatred for Plaintiff's brother, plaintiff says this assertion on the part of the defendants is an attempt to invite the sympathy of Your Honor and this Honorable court to allow the defendants to continue with their unlawful occupancy of plaintiff's property. This is so because the assertion of "hatred for brother" is a false and misleading. Hence, count one (1) of the answer should be overruled.*
2. *That further to count one (1) hereof, plaintiff says that prior to his signing of the lease agreement that has given him possessory right to the subject property, there existed no lease agreement between the Intestate Estate of the Late Aaron Cooper and the brother of plaintiff as misleadingly contained in count one (1) of the answer. This is so because on October 5, 2012, the so-called lease agreement between the Intestate Estate aforesaid and Rajinder was cancelled by the Civil Law Court based on a petition duly filed against Rajinder P.S. Dhaliwal by Devinder P.S. Dhaliwal. Copy of said Ruling of the Court is attached as Plaintiff's Exhibit P/1 to Form a cogent part hereof to substantiate Plaintiff's contention. Hence, Count One (1) of the Answer should be overruled.*
3. *That as to count two (2) of the answer, plaintiff says he confirms and affirms count one (1) of his complaint and denies the allegation contained in count two (2) of the answer in respect of the plaintiff not acquiring the subject property by a genuine purchase from the Intestate Estate of the Late Aaron Cooper through its Administrator, Mr. Edwin Cooper. Plaintiff says the fact that Mr. Edwin Cooper was not the only Administrator at the time previous lease agreements were signed, does not mean that in the absence of Joseph B. Cooper, now deceased, Edwin Cooper cannot legally act for and on behalf of the said Intestate Estate of the Late Aaron Cooper. Plaintiff submits that while the Defendants may have signed several leases with Mr. Rajinder P.S. Dhaliwal for the subject property, the Lease Agreement upon which the said Rajinder P.S. Dhaliwal relied to consummate the Lease with the Defendants is tainted with Fraud and as such, the Civil Law Court is left with no choice but to cancel same. The cancellation of the Lease Agreement by the Civil Law Court disrobes the Defendants of possessory right over the property, as their grantor is without possessory right to the property. Hence, Count two (2) of the answer should be overruled.."*

It would appear from the certified records that the ejectment cause was pending before the trial court when other heirs of the Aaron D. Cooper Estate, in persons of Ora Cooper, Venicia Cooper, Doris Cooper and Eugenia Cooper heard thereof. Realizing that the Rediffusion property was the subject of the ejectment and

that their brother, Edwin L. Cooper had infact executed an Agreement of Lease with M.P. Dhaliwal and that it was on the strength of said Agreement of Lease that M.P. Dhaliwal instituted the ejectment suit against tenants of Rajinder Pal Singh Dhaliwal, these heirs of Aaron D. Cooper, (Ora Cooper, Venicia Cooper, Doris Cooper and Eugenia Cooper), on August 15, A.D. 2013, filed an amended application to intervene in the case. The application to intervene basically averred thus:

- “1. *The applicants herein are brothers and sisters of Edwin Cooper and they are all administrators of the Intestate Estate of the late Aaron D. Cooper which said estate they jointly leased to Rajinder Pal Singh Dhaliwal who is currently in the United States.*
2. *And also because applicants herein say that even though the lease agreement between them and Rajinder Pal Singh Dhaliwal is still in force and the lessee has not defaulted in paying his rent, their brother, Edwin Cooper, has entered into another lease agreement with one M. P. Dhaliwal for the same property.*
3. *Furthermore, applicants herein submit and say that the conduct of their brother, Edwin Cooper, if not stopped, will totally and adversely affect their interest in the said property.*

WHEREFORE AND IN VIEW of the foregoing facts and circumstances, applicants herein respectfully pray that your Honour grants them permission to intervene as party defendants, to adequately defend their right in the property in dispute and grant their application and any other relief that Your Honour may deem just, fair, legal and equitable in the circumstance.

*Respectfully submitted, Movant by and thru their legal counsel
Momodu T. Babah Jawandoh
Counsellor-At-Law”*

Resisting the application, Respondent M. P. Dhaliwal denied the legal and factual sufficiency of the motion to intervene. Respondent maintained that at no time during his life Mr. Aaron Cooper executed an Agreement of Lease with Rajinder Pal Singh Dhaliwal. It is most important to note that the respondent also denied that Aaron Cooper’s children, in persons of Ora Cooper, Venicia Cooper and Eugenia Cooper, were ever appointed as administratrixes in consonance with law; hence, the application should be denied as a matter of law.

Dismissing the heirs’ motion to intervene, His Honour Peter W. Gbeneweleh, in a ruling dated December 13, A.D. 2013, raised and traversed a number of issues to include the following:

- “1. *Whether or not the Movants have the capacity as Administrators of the intestate estate of the late Aaron D. Cooper to intervene?*
2. *Whether or not the failure of Movants to file intervenier’s answer to their motion to intervene is ground for the denial of their motion?*
3. *Whether the estate parted with its possessory title when it executed the lease agreement with Redifusion Liberia Ltd. in 1983 January 25, to take effect on November 1, 1994 and the addendum thereto in 2002 to take effect in 2006 for ten year; thereby ending October 31, 2026 when the said estate executed a second agreement with Rajinder P.S. Dhaliwal in 2008?*

4. Whether or not Edwin Cooper as Administrator of the intestate estate of the late Aaron Cooper has the authority to enter into the lease agreement with M.P. Dhaliwal on May 15, 2013 after the cancellation of the lease agreement between the estate and Redifusion Liberia on April 22, 2013?

Traversing these questions, Judge Gbeneweleh stated thus:

"As to the first issue regarding capacity, it is our law, practice and procedure in this jurisdiction that an intestate estate or a testate estate is represented by a representative accorded by the Monthly and Probate Court to administer the affairs of said estate under the control and supervision of the Probate Court. The Movants averred in their motion to intervene as Administratrixes of the intestate estate of their father, the late Aaron Cooper, but failed and neglected to annex to their motion a letter of administration to substantiate their capacities as representatives of the said estate. Hence the Movants lack the legal capacity to intervene in the ejectment action instituted before this Honorable Court upon the strength of the lease agreement entered into by and between the said estate represented by its Administrator Edwin Cooper and M.P. Dhaliwal on May 15, 2013.

As to the second issue this Court says that Section 5.6(3) of our Civil Procedure Law provides that a motion to intervene shall be accompanied by a pleading or an answer setting forth the claim or defense of which intervention is sought. In the instant case, the Movants failed and neglected to annex to their motion to intervene an answer as required by law. Hence Movants did not meet the requirement of the law governing intervention in our jurisdiction. As to issue number three, this Court says the records in this case show that the intestate estate of the late Aaron Cooper parted with its possessory title when the said estate entered into a lease-agreement with Redifusion Liberia Ltd. in 1983, and amended on November 8, 2002 to take effect on November 1, 2006 for the period of ten years and shall remain in full force until October 31, 2026. The subsequent execution of another lease in 2008 while the lease agreement was still in full force, is void and has no legal effect. In other words, the lease agreement of 2008 between the intestate estate and P.S. Dhaliwal would have taken effect after the expiration of the lease agreement ending October 31, 2026. This Court says that when an estate parts with its possessory right as per a lease agreement, it cannot subsequently lease the subject property until the lease agreement is expired or cancelled by a competent court of jurisdiction. The subsequent execution of the lease agreement in 2008 prior to the expiration or cancellation of the lease agreement ending October 31, 2026 is illegal and unlawful and therefore has no legal effect. As to the last issue, this Court says that the intestate estate of the late Aaron Cooper by and through its Administrator, Edwin Cooper, has the legal authority to enter into a lease agreement with M.P. Dhaliwal [as executed] on May 15, 2013 after the cancellation on April 22, 2013 by this Honorable Court, of the lease agreement of 1983, and the addendum thereto of 2002. This Court also takes judicial notice of our law, practice and procedure in this jurisdiction that only the administrator duly appointed by the Monthly and Probate Court has the authority to obligate an intestate estate or a testate estate in this jurisdiction. Any person not duly appointed by the Court to administer the estate cannot, under our law, obligate the estate and cannot intervene except the estate by and through its appointed representative.

WHEREFORE, AND IN VIEW OF THE FOREGOING, the motion to intervene lacks legal requirements; same is hereby denied.

This matter is hereby ordered proceeded with the disposition of law issues. AND IT IS HEREBY SO ORDERED."

Roughly six (6) months after he dismissed the motion to intervene filed by the heirs of Aaron Cooper, Judge Gbeneweleh, presiding over the December Term, 2013 of the Sixth Judicial Circuit Court, Montserrado County, entered final ruling in the ejectment case, dated February 14, A.D. 2014. For the benefit of this Opinion, we have determined it appropriate to reproduce verbatim the said ruling thus:

"A brief history of this case is as follows: In 1974 the late Aaron B. Cooper executed a lease agreement with one Abdallah at which time Abdallah subleased the Randall Street property to Rediffusion Inc., by and thru its President Rajinder. On January 25, 1983, the late Cooper and Rediffusion also signed another lease. On the 8th day of November A.D. 2002 following the death of the late Aaron B. Cooper, the Administrators of his estate in persons of Joseph Boto Cooper and Edwin Cooper entered into and executed an addendum of lease agreement which relevant portions are here under quoted. We shall hereunder quote this addendum for the benefit of this judgment.

"This addendum of lease agreement entered into by and between the administrators of the intestate estate of the Late Aaron B. Cooper, represented by Joseph Boto Cooper, Edwin Cooper, herein after known and referred to as lessor and Rediffusion Liberia (Ltd.), represented by Mr. Rajinder P. S. Dhaliwal and Davinder P. S. Dhaliwal, herein after known and referred to as lessee, both of the city of Monrovia do hereby make: witness: whereas, the lease agreement was executed by and between the late Aaron B. Cooper and the lessee, which is being observed accordingly; Realizing, the currency fluctuation and the hardship, the Cooper's and the Dhaliwal's have resolved as follows:

- 1. That the January 25, 1983 lease agreement is ordered amended to suit the present and future financial and economic realities.*
- 2. It is agreed by the parties that payment of rent up to 2006 which receipt is here with acknowledged, makes the amended agreement to take effect as of November 1, 2006 and shall remain in force until October 31, 2026.*
- 3. The parties agreed that rent shall be paid in the manner as follows:*
 - (a) November 1, 2006 to October 31, 2011, US 1500 per annum payable yearly;*
 - (b) November 1, 2011 to October 31, 2016, US 2500 per annum payable yearly;*
 - (c) November 1, 2016 to October 31, 2021, USD 3500 per annum payable yearly; and*
 - (d) November 1, 2021 to October 31, 2026 US 4,500 per annum, payable yearly.*
- 4. It is mutually agreed upon and further understood that Mr. Rajinder P. S. Dhaliwal and Davinder P. S. Dhaliwal are both legal parties to the agreement, as lessee and are equal shareholders for Rediffusion Liberia (Ltd) which, at the moment, is not an operational business.*
- 5. That the parties agreed that the rest of all other terms of the January 25, 1983 agreement remain the same and binding on the parties, their heirs, successors in office etc. as if they were signatories to this addendum of lease agreement.*

In witness thereof the parties have set their hands and signatures on this instrument this 8th day of November AD 2002:

Signed: Joseph Boto Cooper, Lessor, Edwin Cooper, Lessor and Rajinder P. S. Dhaliwal, Lessee and Davinder P.S. Dhaliwal, Lessee."

On May 28, 2008, while the lease agreement quoted above was still in full force, Rajinder Dhaliwal executed a lease agreement with the intestate estate which already parted with possessory title for the period of twenty years commencing from 2008 up to and including 2028. Rajinder later on subleased the subject property to the defendants in this action of ejectment under various leases and different terms and conditions.

On the 22nd day of April A.D. 2013, our colleague, J. Boima Kontoe, then presiding over the March Term of this Honourable Court A.D. 2013, cancelled the lease agreement of 1974 and the addendum thereto between the intestate estate of the late Aaron B. Cooper and Rediffusion (Liberia) Ltd.

The Plaintiff, herein, M. P. Dhaliwal, instituted an action of ejectment pursuant to his lease agreement of May 15, 2013, executed with the estate against the defendants herein. The action was instituted on the 26th day of June A.D. 2013 during the September Term A.D. 2013 of this Honorable Court. The Plaintiff complained in count one of his complaint and alleged that he is in possession of the disputed property located and lying on Randall Street, Monrovia, as a result of the Lease Agreement he executed with the intestate estate of the late Aaron Cooper by and thru its Administrator, Edwin Cooper, on May 15, 2013, for a period of 10 (ten) years, which copy he attached to his complaint as P/1. This lease agreement commenced from the 15th day of June AD 2013 up to and including the 14 day of May AD 2024 [actually, 2023].

The Plaintiff also complained and alleged in count two of his complaint that despite his right of possession of the demised property for ten years, the defendants entered thereon without his will and consent and are unlawfully occupying the disputed property. He alleged in count three of his complaint that he halted the defendants from their occupancy of the property through a written communication, but the defendants refused and are still in unlawful possession of his property. He attached the copy of the notice to his complaint as P/2. He prayed to this Honourable Court to enter a judgment in his favor and the [trial] jury to award him the amount not exceeding USD100, 000.00 for the mental anguish, molestation and embarrassment he suffered at the instance of the defendants. This court upon the complaint, issued a writ of summons on the 26th day of June 2013 which was served on the 28th of June 2013 on the defendants and returned served.

The records show that on the 5th day of July 2013, the defendants filed a seven-count answer to the complaint of the plaintiff. Counts one and two of the answer alleged that they acquired their right to the occupancy of the property through genuine lease agreements from their lessor, Rajinder P. S. Dhaliwal, who executed lease agreement with the intestate estate of the late Aaron Cooper, by and thru its Administrators, Edwin Cooper and Joseph Cooper on May 28, 2008 for a period of twenty years which commenced from the 1st day of June A.D. 2008 up to and including the 21st day of May A.D. 2028. They attached said lease agreement to their answer as D/1. They alleged in count three of their answer that the plaintiff's grantor and other members of the Cooper family, Edwin Cooper, Eugenia Cooper, Doris Cooper, Ora Cooper, Venecia Cooper and Ellen Cooper unanimously executed an affidavit of confirmation of execution of the lease agreement between the above named administrators of the intestate estate of the late Aaron Cooper. They also attached a copy of the said affidavit to their answer as D/2. In count four of their answer the Defendants alleged that they executed their respective lease agreements with Rajinder P. S. Dhaliwal predicated upon the strength of their lessor's lease agreement which he executed with the intestate estate of the late Aaron Cooper on May 28, 2008 and are in lawful possession of the property. They alleged in count five of their answer that the plaintiff did not acquire his possessory title from the proper and rightful administrator of the intestate estate of the late Aaron Cooper.

In count six of the answer, the defendants alleged that their legal counsel attended a meeting with the legal counsel of the plaintiff, and the grantor of the plaintiff single handedly had no right to lease the property to the plaintiff. In count seven they alleged that their occupancy of the subject property is legitimate and the plaintiff has not suffered any mental anguish, embarrassment etc. to warrant the payment of damages. They prayed this court to deny and dismiss the complaint and not to award any damages.

The plaintiff filed an eleven counts reply to the answer of the defendants. Count one of the reply maintained that the plaintiff acquired his possessory right of the subject property since May 15, 2013, when he entered into a valid lease agreement with the intestate estate of the late Aaron Cooper, by and thru its administrator Edwin Cooper.

Count two of the reply alleged that prior to the execution of the lease on May 15, 2013, the lease agreement between the intestate estate of the late Aaron B. Cooper and Rediffusion Liberia (Ltd.), represented by its President Rajinder P. S. Dhaliwal, was cancelled on April 22, 2013 by this Honourable court because of fraud. In count three, the plaintiff alleged that the sole administrator of the aforesaid estate, Edwin Cooper, had every

legal right to lease the property to the plaintiff. In count 4 of the reply the plaintiff averred that the unanimous execution of affidavit of administration by members of the Cooper family does not constitute a party's possessory right to the property of the late Aaron Cooper. He contended that the lease agreement between the estate and Rediffusion in 1983 to take effect in 1994 with the addendum, thereto in 2002 to take effect was still in full force until October 31, 2026, when Rajinder Dhaliwal entered into another lease agreement with the estate on May 28, 2008. In count five of the reply, the plaintiff averred that the late Cooper parted with the right of possession to the subject property when he leased same on January 25, 1983, to Rediffusion for twenty years commencing from the 1st day of November AD 1994 up to and including the 30th day of October A.D. 2014 and the addendum thereto by the Administrators on November 8, 2002 to take effect in 2006, which ended the life of the agreement to October 31, 2026. It is contended by the plaintiff in the reply that the intestate estate of the late Aaron Cooper represented by its administrators are without any color of right to give anyone else right of possession to the property until after the expiration of the lease or upon its cancellation for legal cause.

Count six of the reply contended that the lease agreement relied on by the defendants to execute the several leases with their grantor, Mr. Rajinder P.S. Dwaliwal, did take effect at that time, same is executed and as such their occupancy of the subject property is unlawful for which they should vacate the premises of the Plaintiff. Pleadings in this case rested.

The plaintiff produced one witness who testified to the effect of the facts contained in the complaint and the reply. He testified to the agreements of 1974, 1983, and the addendum of 2002 and his lease agreement of 2013. He also testified that the lease agreement and the addendum thereto between the Cooper family and Rediffusion was cancelled by this honorable court and thereafter he had entered into agreement with the said estate as the new owner of the property. He testified before this honourable court to the ruling of the declaratory judgment of the shareholders which was given by our colleague, His Honor Yussif D. Kaba. He also testified to, and identified the ruling of the cancellation proceedings of the agreement between the estate and Rediffusion represented by Rajinder P. S. Dhaliwal. These instruments were marked, confirmed and reconfirmed and were subsequently admitted into evidence upon the resting of evidence in toto by the plaintiff.

The Defendants produced three witnesses during trial. The testimony of one of the grandchildren of the Cooper's is very important and relevant for the determination of this matter. On Monday, January 13, 2014, 22nd day Jury Sitting on page 7, Bassel F. Cooper Sr. of Old Road, Chugbor testified as follows:

"First of all, I am the first grandchild among the grandchildren of the late Aaron B. Cooper Sr., born by Aaron B. Cooper Jr. and in 2002 there was an agreement that we pay in liberty per the property on Randall Street and my late uncle who happened to be Joseph Boto Cooper at the time as administrator and Edwin Cooper was the second-in-command decided that indeed that was not the real value of said property located in Central Monrovia with the pay of LD2500 and what have you. Because they wanted to cancel these agreements, they made an affidavit of confirmation to be able to cancel the 2008 [agreement] which I did not sign but was aware of. I was there; at that time, I graduated from the University of Liberia. So Rajinder came and said in order for this to be done, we should have it to be in US dollars and the 2500 in liberty was a meager value of that property which in the future, if I am a lawyer, I will take you to court for forging the Coopers of x number of dollars. We signed a new lease agreement in 2008 which was for thirty years until 2028; in that lease agreement, it was transferred from Liberian dollars to United States dollars which the US dollars was for the first five years, USD5000, the second USD2500 to be added to be USD7500 on and on and until it reach to USD12,000. We closed it until my uncle who called me to represent the youth passed out, so much and more I know about that agreement."

This grandchild testified to and identified the addendum of 2002 executed by and between the intestate estate of the late Aaron B. Cooper represented by Joseph Boto Cooper, and Edwin Cooper Administrator/Lessor and Rediffusion Inc. as Lessee. The addendum quoted herein above specified the US dollars to be paid which was alluded to by the witness. There is no record that at the time of the execution of the subsequent lease on May 28, 2008, that this agreement was ever cancelled as he testified. The records show clearly that this lease agreement testified to was still in full force and effect when the lease agreement of May 28, 2008, was executed between the estate and Rajinder as a person.

It is interesting to note that the defendants also testified to the lease of 1974, 1983 and the addendum of 2002, and also pleaded and exhibited by them as their evidence in support of their title. The plaintiff and the defendants have the same exhibits which make this case very easy to determine.

The exhibits were also admitted into evidence by the defendants just as the same as that of plaintiff. Following final argument, the jury returned a verdict of liable against the defendants. The defendants excepted to the verdict and filed a motion for new trial, which was heard, argued and denied.

The only issue for the determination of this case is: whether or not the late Aaron B. Cooper or his estate parted with possessory title when he leased the subject property to Rediffusion (Liberia) Ltd. in 1983 to take effect in 1994, and the Addendum thereto by the Administrators in 2002, to take effect 2006 for ten years, thereby ending October 31, 2026, when the said estate executed another lease in 2008 with Rajinder Pal Singh Dhaliwal, the grantor of the defendants (in this ejectment cause).

This court says that the subsequent lease agreement of May 28, 2008 while the 1974 lease agreement with the addendum thereto was still in full force was void ab initio and without legal effect. This court says that the estate had earlier parted with possessory title since 1974, when that property was leased to one Abdallah and the subsequent addendum of 2002 which took effect 2006 for the period of 10 years and therefore ending October 31, 2026. We observe that the defendants are in possession of the property based upon the strength of the May 28, 2008 lease agreement that the estate illegally and unlawfully executed with Rajinder while the prior lease agreement was still in full force. This court says the 2008 Agreement should have not taken immediate effect in 2008, but after the expiration of the October 31, 2026 lease agreement because the estate had parted with title since 1974 and the addendum of 2002, which took effect 2006 for ten years, ending October 31, 2026. See the case: *The Estate of A. Dash Wilson Sr., vs. John L. Dennis, et al*, 23 LLR syll. 4, page 263, text at 268 and 269 (1974). The lease agreement of May 2008 while the lease agreement ending October 31, 2026 was still in full force is illegal and unlawful. The Defendants' lease agreement has no legal basis and therefore [the defendants are] in possession of the property without any color of right under the law. This court says that the subsequent lease agreement after the cancellation of the lease agreement between the estate and Rediffusion, the Plaintiff had acquired this property by a valid lease agreement and therefore it is the lawful owner of the property with which the Defendants [are] supposed to deal with or do business with if they so desire.

WHEREFORE, AND IN VIEW OF THE FOREGOING, the verdict of the jury is hereby confirmed and affirmed. It is the final judgment of this court that the defendants are hereby adjudged liable to the plaintiff. Since the jury did not award any damages this court cannot grant the plaintiff any damages. The clerk of this court is hereby ordered to issue a writ of possession, place same in the hands of the Sheriff to have the defendants ousted and place the plaintiff in possession thereof consistent with the metes and bounds of the property as described in the lease agreement. AND IT IS HEREBY SO ORDERED."

Pursuant to the writ of possession ordered issued by the judge, it would appear that the Sheriff of the Sixth Judicial Circuit Court, Montserrado County, attempted to evict the tenants of plaintiff-in-error, Rajinder Pal Singh Dhaliwal, from the demised premises. This action prompted Co-plaintiff-in-error, Rajinder Pal Singh Dhaliwal, to file a petition before the Chambers Justice seeking the issuance of the writ of error. The question suggesting itself at this juncture is whether under the recited circumstances in this Opinion the petition for writ of error filed by Rajinder Pal Singh Dhaliwal ought to be granted as a matter of law.

The petition for writ of error, filed on November 26, A. D. 2014, was subsequently withdrawn and amended. The twenty six count amended petition is substantially reproduced hereunder to wit:

- "1. The Plaintiff-In-Error, Redifussion Liberia Limited, avers and says that Redifussion Liberia, Limited was operated in Liberia from the 1970's up to 1984 when the operations were closed down to the public. After the closure of Redifussion as a business, Mr. Rajinda Pal Singh Dhaliwal who was the sole shareholder of Redifussion, became the defacto owner of the lease agreement that was executed between the Defendant-In-Error and Plaintiff-In-Error, Redifussion, and that he continued to pay the annual rent under the lease agreement up to date. At the time of the filing of the cancellation proceedings, the subject of this Petition for Writ of Error, he was in the United States of America, this fact was known to the Petitioner in the cancellation proceedings but no sincere effort was made to serve the Plaintiff - in -Error through his United States address but rather the Defendant-In-Error used Redifussion address that became defunct in 1984 in Liberia which deprived the Plaintiffs-In-Error their right to be heard, meaning that, the Plaintiffs-In-Error herein were never served the said Writ of Summons to bring them under the jurisdiction of the Court. The Plaintiffs-In-Error in these proceedings are therefore being represented by the Attorney-in-Fact, Mr. T.Q. Harris of the City of Monrovia. Copy of the Power of Attorney is hereto attached and marked as Plaintiffs-In-Error Exhibit "PE/1" to form part of the Amended Complaint.*
- 2. Plaintiffs-In-Error aver and say that Mr. Rajinda Pal Singh Dhaliwal was the sole shareholder and President of Redifussion Liberia Limited when in 1983, he entered into a lease agreement with Mr. Aaron D. Cooper to take effect November 1994 to October 20, 2014. Copy of the said agreement between the Plaintiffs-In-Error and Mr. Aaron D. Cooper is hereto attached and marked as Plaintiffs-In-Error Exhibit "PE/2" to form part of this Amended Complaint.*
- 3. The Plaintiffs-In-Error also aver and say that he has two other siblings in Liberia: M.P. Dhaliwal who owns and operates the DITCO Store on Randall Street, his older brother and Devinder Singh Dhaliwal, his younger brother. These two brothers, at all times visited him in the United States and knew his address and his telephone number. Photographs taken by the older brother, M.P. Dhaliwal before*

his United States residence are hereto attached and marked. Plaintiffs-In-Error Exhibit "PE/3" to form part of this Amended complaint.

4. Plaintiffs-In-Error also aver and say that the illegal cancellation of his lease agreement and the subsequent leasing of the self-same property by his older brother, M.P. Dhaliwal, was master minded by his two brothers because of family feud in India. Evidence of the problem between the Plaintiffs-In-Error and his brothers in Liberia, that is, M.P. Dhaliwal and Devinder Dhaliwal, are clearly shown by the attached exchange of emails which are hereto attached in bulk and marked as Plaintiffs-In-Error Exhibit "PE/4" to form: part of this Amended Complaint.
5. Plaintiffs-In-Error further complain and say that while he was managing Redifussion, he met a Lebanese businessman, one Mr. Abdallah Alaeddine. At the time of the meeting, Mr. Abdallah Alaeddine had a Lease Agreement with Mr. Aaron D. Cooper, for his Randall Street property, for the period 1974 to October 1994. Mr. Abdallah Alaeddine then executed a sub-lease agreement with the Plaintiffs-In-Error for the remaining period under the 1974 agreement which expired in 1994.
6. Plaintiffs-In-Error further complain and say that while the 1983 agreement was still in full force, he closed the operations of Rediffusion in 1984. After the closure of Rediffusion, the Plaintiffs-In-Error operated other businesses in Liberia up to 1990 when he was evacuated to the United States during the civil crisis. During his absence from Liberia, he continued to pay the annual rent through his younger brother, Devinder Singh Dhaliwal, to the Cooper Family. The Plaintiffs-in-Error brothers, Devinder Singh Dhaliwal and M. P. Dhaliwal, knew his United States address at all times. The administrators and all of the beneficiaries for the leased property both in Liberia and the United States knew that the Plaintiffs-in-Error was in the United States of America.
7. Plaintiffs-In-Error further complain and say that during the 1996 fighting in Monrovia, the Randall Street leased property got burnt down completely. Between 1997-1998, the Plaintiffs-In-Error reconstructed the building from the ground floor up and added two additional apartments on the upper floor. Photo of the building is hereto attached and marked Plaintiffs-In-Error Exhibit "PE/5". The Defendant-in-Error in his deception to the Court in the cancellation proceedings exhibited the 1996 burned picture of the building to make it appear that the property was dilapidated as alleged in count four (4) of the cancellation proceedings to justify the action. The deceptive photo used by the Defendant-in-error is also attached hereto and marked as Plaintiffs-In-Error Exhibit." PE/6"
9. Plaintiffs-In-Error further complain and say that in the year 2002, the Plaintiffs-In-Error younger brother, Devinder Dhaliwal, through whom he continued to pay the rent to the Cooper Family, without his consent and authorization, prepared an addendum to the lease agreement of 1983 and forged the signature of Joseph Cooper and the Plaintiffs-In-Error herein, and included his (Devinder Dhaliwal) name as LESSEE jointly with the Plaintiffs-In-Error, even though the Plaintiffs-In-Error has given him no authority for him to do so. Copy of the addendum and a receipt which

carried the actual signature of Joseph Bono Cooper are also attached all in bulk and marked as Plaintiffs-In-Error Exhibit "PE/7" to form a part of this Amended Complaint.

9. Plaintiffs-In-Error also complain and say that in the year 2008 when he heard that his brother, Devinder Dhaliwal, was attempting to illegally take hold of his leased property in Liberia, he came to Liberia and met with the Cooper Family. During and after the meeting with the family, the family resolved that they were misled in executing the addendum with Devinder Dhaliwal in 2002. They therefore executed an Affidavit signed by the administrators with the consent of the beneficiaries as follows:

AFFIDAVIT OF CONFIRMATION OF THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE ADMINISTRATORS OF THE INTESTATE ESTATE OF THE COOPER FAMILY OF MONROVIA, LIBERIA AND MR. RAJINDER PAL SINGH DHALIWAL

AFFIDAVIT OF CONFIRMATION

PERSONALLY APPEARED BEFORE ME, a duly qualified and commissioned Justice of the Peace for and in Montserrado County, Republic of Liberia, at my office in the City of Monrovia, Republic aforesaid, Affiants, also of the City of Monrovia, Liberia and the United states of America, and having been duly sworn in keeping with the law, sayeth the following to wit:

1. That they are all citizens of the Republic of Liberia and the children of the Late Aaron Cooper owner of the property on Randall Street comprising of an upstairs Apartment building with six doors store on the ground floor.
2. That prior to their late father's death, he had informed them all that he has consummated a lease agreement with Rajinder Dhaliwal, an Indian national who is at present residing in the United States of America.
3. And that, after the demise of their father, two of the brothers namely, Joseph Cooper and Edwin Cooper were appointed administrators of the estate and it was during the period of their administration that they saw the lease agreement that did exist between their late father and Mr. Rajinder Dhaliwal. As a consequence of this relationship, the administrators collected [money] from Mr. Rajinder Dhaliwal whenever it was due.
4. And also that, affiants herein submit and say that while Rajinder Dhaliwal was away to the United States of America, he had appointed his brother, Devinder Dhaliwal to act on his behalf, that is, to receive rent from Rajinder Dhaliwal and pay the same to the administrators as per the lease agreement. It was during this time of his assignment that his brother, Devinder Dhaliwal, forged a lease agreement which bore their two signatures and made the administrators to sign same as lessors.
5. Also because the affiants herein further say that having realized that the lease agreement that the administrators had signed was fraudulent, the administrators cancelled same and up to the execution of this Affidavit, the only agreement that they know of and recognize as the only legal agreement for the said property is the one that is signed by the Administrators Edwin Cooper and Ora Cooper (LESSORS) and Mr.

Rajinder Dhaliwal (LESSEE) who is at present currently residing in the United States of America.

6. That all and singular the statements made above herein are true and correct both in substance and in fact to the best of their knowledge and belief and as of those matters of information relating thereto, they verily believe to be true and correct.

SWORN AND SUBSCRIBED TO BEFORE ME
THIS 19th DAY of JUNE, A.D. 2012.

JUSTICE OF THE PEACE, MONT. CO. R.L. 2
EDWIN COOPER ORA COOPER (TEXAS-U.S.A)
EUGENIA COOPER VENICIA COOPER
DORIS COOPER ELAINE COOPER (TEXAS-U.S.A.)"

The above Affidavit issued by the administrators and all the beneficiaries, clearly set aside the 2002 addendum and reaffirmed the commitment to the Plaintiffs-In-Error as the LESSEE for the Randall Street property under the agreement of 1983/2008. Copy of the 2008 agreement along with the Affidavit are hereto attached in bulk and marked as Plaintiffs-In-Error Exhibit "PE/8" to form a part of this Complaint.

10. Plaintiffs-In-Error further complain and say that in April 2012, the administrators and all the beneficiaries received the amount of US\$7,500.00 (Seven Thousand Five Hundred United States Dollars) from the Plaintiffs-In-Error to cover the period May 2013 to May 2014. Copy of the receipt also signed by the Defendant-In-Error, Edwin Cooper along with all of the other beneficiaries is hereto attached as Plaintiffs-In-Error Exhibit "PE/9" to form cogent part of this Amended complaint.
11. Plaintiffs-In-Error further complain and say that on the 19th day of June 2012, all of the beneficiaries along with Mr. Edwin Cooper executed another Affidavit confirming the Plaintiffs-In-Error herein as the LESSEE for the subject property. Copy of the Affidavit is hereto attached and marked as Plaintiffs-In-Error Exhibit "PE/10".
12. Plaintiffs-In-Error further complain and say that in the face of all of these developments mentioned supra, one of the legal counsel for M.P. Dhaliwal, the older brother of the Plaintiffs-In-Error herein, hired Cllr. C. Alexander Zoe to file a petition for cancelation of the Plaintiffs-In-Error agreement of 1983 by the administrator, Edwin Cooper, who had benefited from rent paid by the Plaintiffs-In-Error up to 2014 so that the older brother, M. P. Dhaliwal, can lease the selfsame property from Mr. Edwin Cooper. The 2008 agreement which expires 2026 was ratified and endorsed by all of the administrators and beneficiaries of the late Aaron D. Cooper intestate Estate including Edwin Cooper. Copy of the Petition for Cancellation of the Plaintiffs-In-Error 1983-2008 agreement filed December 16, 2012 is hereto attached and marked as Plaintiffs-In-Error Exhibit "PE/11" to form a part of this Amended complaint.
13. Plaintiffs-In-Error further complain and say that even though Redifussion (Lib.) Ltd. that the managed in Liberia before was closed since 1984, something that was known to the Defendant-In-Error herein and the two brothers of the Plaintiffs-In-Error, Devinder Dhaliwal and M.P. Dhaliwal, the Petitioner, in the cancellation proceeding,

Mr. Edwin Cooper and Cllr. Alexander Zoe, used, as the address for the Plaintiff-in-Error herein for the service of the summons, Redifussion, Randall Street, Monrovia, Liberia.

14. Plaintiffs-In-Error further complain and say that when the Sheriff return showed that the Plaintiff-In-Error was without the bailiwick of Liberia, the Defendant-in-Error decided to serve the Plaintiffs-In-Error by publication with the address, Redifussion, Monrovia, Liberia, even though the Defendant-In-Error has been dealing with and receiving money from the Plaintiffs-In-Error from the United State since 1990. Copy of the receipt of the Service by Publication is hereto attached and marked as Plaintiffs-In-Error Exhibit "PE/12" to form part of this Amended complaint.
15. Plaintiffs-In-Error further complain and say that, the service by publication was a mere scam used by the Defendant-In-Error who connived with the Plaintiffs-In-Error younger brother, Devinder Dhaliwal and the older brother, M.P. Dhaliwal, to take over the leased property in Liberia. After the so-called publication and the illegal cancellation, the older brother of the Plaintiffs-In-Error, M. P. Dhaliwal, executed a lease agreement with the Defendant-In-Error, in a deliberate attempt to have the older brother take over the Plaintiffs-In-Error property in Liberia based upon the confusion or disharmony within the family. Copy of the agreement executed with Edwin Cooper and M.P. Dhaliwal is hereto attached and marked as Plaintiffs-In-Error Exhibit "PE/13".
16. Plaintiffs-In-Error also complain and say that the payment of rent for the subject property was always made by the Plaintiffs-In-Error with no reference to his younger brother, Devinder Dhaliwal. Evidence of past payments by the Plaintiffs-in-Error herein, which comprised of receipts from past administrators and executors of the subject property and from the late Aaron Cooper are hereto attached in bulk and marked as plaintiffs-in-error Exhibit "PE/14" to form part of this Amended complaint.
17. Plaintiffs-in-error further aver and say that the Honourable Supreme Court has held that Error will lie where it is shown that the Defendant was not properly served with precepts and as a consequence, did not have his day in court. For reliance see the case, Nidal Saab by and through the Attorney-In-Fact, Mrs. Martha Hayes, Plaintiff-In-Error, vs. His Honour Hall W. Badio, Sr. Assigned Circuit Judge, Presiding over the Six Judicial Circuit, Montserrado County and Nabil Abouzakie, Defendant-In-Error, 37 LLR page 428 (1994).
18. Plaintiffs-In-Error further aver and say that Writ of Error is the proper course of action where party alleges that he did not have his day in Court for reliance, see Kpoto vs. Kpoto (34 LLR page 371).
19. Plaintiffs-In-Error complain and say that as a result of this illegal attempt by the Defendant-In-Error along with his cohorts, Judge Kontoe, on the 22nd day of April, 2013, entered final judgment in the so-called cancellation proceeding, although the Plaintiff's-In-Error was not brought under the jurisdiction of the court, ordering the Plaintiff-In-Error 1983 agreement cancelled without appointing a lawyer to take the.

ruling on behalf of the Plaintiffs-In-Error for the purpose of announcing an appeal to the Honourable Supreme Court. Copy of Judge Kontoe's ruling is hereto attached and marked as Plaintiffs-In-Error Exhibit "PE/15" to form cogent part of this Amended complaint.

20. Plaintiffs-In-Error further aver and say that the judgment in the cancellation proceedings has not been completed or executed because the Plaintiffs-In-Error still has tenants in the building under lease agreement who are still answerable to him.
21. Plaintiffs-In-Error complain and say that chapter 16, section 16.24 provides "A party against whom judgment has been taken, who has for good reason failed to make a timely announcement of the taking of an appeal from such judgment, may within six months after its rendition, file with the clerk of the Supreme Court an application for leave for a review by the Supreme Court by Writ of Error. Plaintiffs-In-Error say that they got knowledge about the judgment in September 2014 through the Henries Law Firm.
22. Plaintiff-In-Error further aver and say that this Petition is not filed for the mere purpose of harassment or delay but to afford the Plaintiffs-In-Error the right to due process.
23. Plaintiffs-In-Error further aver and say that because he was not served and brought under the jurisdiction of the court, he was not aware of the rendition of this judgment by Judge Kontoe and got to know about same a month ago, September 2014, when the Henries Law Firm was hired to review some records in the Civil Law Court on his behalf. Under the circumstances, the period for the filing of the Writ of Error began to run from the time counsel for the plaintiffs-in-error found the records in these proceedings which is barely two months now and therefore justifies the filing of the [petition for a] Writ of Error at this time.
24. Plaintiffs-In-Error aver and say that consistent with the statute, he obtained Certificate from Counsellors of the Supreme Court that the Petition has basis in law and in equity. Copy of the Certificate is hereto attached as Plaintiffs-In-Error Exhibit "PE/16".
25. Plaintiffs-In-Error further aver and say that consistent with the statute, he also paid accrued cost to the Sheriff of the Court below and the receipt of the said accrued cost is hereto attached as Plaintiffs-In-Error Exhibit "PE/17".
26. Plaintiffs-in-Error also aver and say that consistent with the statute, he has filed Notice of Withdrawal, withdrawing the Original Complaint filed in the above entitled a cause of action. Copy of the Notice of withdrawal is hereto attached and marked as Plaintiffs-In-Error Exhibit "PE/18" to form a part of this Amended Complaint.

WHEREFORE AND IN VIEW OF THE FOREGOING LAWS, FACTS AND CIRCUMSTANCES, Plaintiffs-In-Error Pray Your Honour to order the issuance of the alternative Writ,

- (a) Order the stay of all further proceedings regarding the subject property,
- (b) Order that the Parties be returned to Status Quo ante pending the final determination of this complaint, and also grant unto the Plaintiffs-In-Error, all further relief that Your Honour will deem just, legal and equitable...."

• On December 8, A.D. 2014, Defendants-in-error, the intestate Estate of the Late Aaron D. Cooper, filed a twenty five (25) count answer. We have substantially reproduced same as follows:

1. That as to the Plaintiffs'-in-Error Amended Complaint in its entirety, same is without legal foundation and should therefore be dismissed. This is because Co-Plaintiff-in-Error Rajinder Pal Singh Dhaliwal lacks capacity to institute this action in his own name. Defendant-In-Error says that under the law extant, the Co-Plaintiff-In-Error, Mr. Rajinder Pal Singh Dhaliwal was never a party in the case below and was therefore under no legal obligation to announce an appeal. Defendant-In-Error submits that in the case of Redifusion, whilst admittedly the truth lies that it is the proper party to institute this action, it being the corporate entity against which the cancellation proceeding was instituted to cancel a lease agreement between it and Defendant-In-Error for a property that is the subject matter of an ejectment suit pending before the Supreme Court en banc for argument, the institution of this action is done outside of the time allow by Statute to institute error Proceeding. Hence, the amended complaint is a nullity and should be accorded no credence; and as such, the amended complaint of Plaintiffs'-In-Error should be dismissed.
2. That further to Count one (1) hereof, Defendant-In-Error says that assuming without admitting that Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal is the proper party to file this action, yet it is no secret that the Plaintiffs-In-Error are time barred from filing this action; in that, the Plaintiffs-In-Error were aware of the Court's Final Judgment in the Cancellation Proceeding since November 20, 2012 when the cancellation proceeding commenced following the placement of Redifusion under the Civil Court's Jurisdiction and after the rendition of the Court's Final Judgment in the cancellation proceeding.
3. That contending further to Count two (2) hereof, Defendant-In-Error says that the Plaintiffs-In-Error are too late to pursue this cause of action. This is so because following the rendition of the Court's Final Judgment and the subsequent execution of the Lease Agreement between Defendant-In-Error and Mr. M.P. Dhaliwal, the occupants of the subject property were informed by letters dated May 28, 2013 from the Zoe & Partners Law Offices that the building being occupied by them had been leased to M. P. Dhaliwal and they could meet with the office to discuss the possibility of continuing with their

new Lessor. Copies of the letters are attached as Defendant's-In-Error Exhibit "DE/1" in bulk to form a cogent part hereof to Substantiate Defendant's-In-Error side of the case. The occupants of the building attended a meeting at the Law Offices of Zoe & Partners along with Counselors Momodu Jawondoh of Musidal Law Firm and Samuel Y. Cooper of the Legal Minds incorporated. At the meeting, they were informed of the cancellation of the Lease Agreement between Redifusion and Defendant-In-Error but instead of dealing with Mr. M. P. Dhaliwal, the occupants said they had a lease agreement with the Co-Plaintiff-In-Error Rajinda, Pal Singh Dhaliwal, therefore, they could not deal with M.P. Dhaliwal after the Co-Plaintiff-In-Error, Mr. Rajinder Pal Singh Dhaliwal, Client of Counselor Momodu Jawondoh of Musidal Law Firm had assured them that he owns the property; that M.P. Dhaliwal should sue if he thinks his lease agreement is genuine. Predicated on the refusal of the occupants to vacate those premises of Mr. M. P. Dhaliwal, an ejection suit was instituted by Mr. M.P. Dhaliwal against the occupants, all of whom are Appellants in the ejection case pending argument before the Supreme Court *en banc* on appeal. Hence, the Plaintiffs'-In-Error Amended Complaint should crumble.

4. That further to Count three (3) hereof, Defendant-In-Error says that the Plaintiffs-In-Error had knowledge of the cancellation proceeding and the ejection suit from their commencement to their completion in the Civil Law Court. Defendant-In-Error attaches herewith a copy of an affidavit from Devinder Pal Singh Dhaliwal, a 50% shareholder of Co-Plaintiff-In-Error Redifusion and marked as Defendant's-in-Error Exhibit DE/2 to evidence that indeed the Plaintiffs-In-Error knew of the Cancellation Proceeding against Co-Plaintiff-In-Error Redifusion but chose to remain mute. Hence, The Plaintiffs'-In-Error Amended Complaint should crumble.
5. That as to Count One (1) of the Plaintiffs'-In-Error amended complaint, Defendant-In-Error says the averment contained therein are insufficient to support the action chosen by the Plaintiffs-In-Error, as they are impregnated with falsehood. This is so because Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal was not the sole shareholder of Redifusion in 1984 and could not have been a de-facto owner of Redifusion to qualify him to take over the leasehold of Redifusion, as misleadingly contained in said Count One (1) of the amended complaint. Defendant-In-Error submits that under the law extant, the closure of operation of a corporation does not amount to its non-existence. The fact that Co-Plaintiff-in-Error Redifusion stopped operation in 1984 does not mean that Redifusion had ceased to exist. For under the law extant, a corporation ceases to exist when it is dissolved. For the Articles of Incorporation (Alpha) brings the corporation into existence and the Articles of Dissolution (Omega) terminates the existence of the corporation. In the instant case, Plaintiffs-In-Error have not shown any scintilla of evidence in respect of how did Co-Plaintiff-In-Error Redifusion's existence was terminated. Instead, Plaintiffs-In-Error, misleadingly, want Your Honor and this Honorable Court to believe that the mere allegation of closure of operation by Co-Plaintiff-In-

Error Redifusion amounts to its non-existence, which argument of the Plaintiffs-In-Error is found untenable in law. Hence, Count One (1) of the amended complaint should be overruled.

6. That as to Count five (5) hereof to further traverse Count One (1) of the Plaintiffs'-In-Error amended complaint, Defendant-in-Error says that the allegation in respect of the Co-Plaintiff-In-Error Redifusion not being served with summons and therefore was not given its day in court is false and misleading; this is so because Co-Plaintiff-In-Error Redifusion was served with the appropriate writ of summons and brought under the jurisdiction of the Court as required by the law, practice and procedure hoary with age in our jurisdiction. Contending further in respect of not allowing the Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal his day in court, Defendant-In-Error says there existed no case between the Defendant-In-Error and Co-Plaintiff-in-Error Rajinder Pal Singh Dhaliwal for the subject property and therefore it saw no need to serve the Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal as an individual with a writ of summons since he was not made a party in the case. Hence, Count (1) of the Plaintiffs'-In-Error amended complaint should be overruled.
7. That further to Count six (6) hereof, Defendant-In-Error says that indeed the Co-Plaintiff-In-Error Redifusion was served with the appropriate writ of summons and brought under the Jurisdiction of the court. This is so because, besides the service of the writ of summons on the Co-Plaintiff-In-Error Redifusion by publication, Co-Plaintiff-In-Error Redifusion was indeed brought under the jurisdiction of the Civil Court when the statutory agent, the Minister of Foreign Affairs, was served with the writ along with its attachments. Hence Count One (1) of the amended complaint should be overruled.
8. That as to Count two (2) of the Plaintiffs'-in-Error amended complaint Defendant-in-Error submits that the allegations contained therein with respect to Co-Plaintiff-in-Error Rajinder Pal Singh Dhaliwal being the sole shareholder and owns 100% shares in Co-Plaintiff-in-Error Redifusion is false and misleading. Defendant-in-Error says that at the onset, prior to the commencement of business, DHALI WAL'S international Trading Company (DITCO) issued several checks in favor of Co-Plaintiff-In-Error Redifusion amounting to US\$100,000.00 as working capital for use by Co-Plaintiff-in-Error Redifusion, thereby creating shareholding of 50% each for the two brothers, Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal. Some copies of the checks issued by DITCO through M.P. Dhaliwal, the eldest brother of Co-Plaintiff-in-Error Rajinder Pal Sing Dhaliwal and Devinder Pal Singh Dhaliwal, as his initial contribution towards the investment of his two brothers, are attached as Defendant's-in-Error exhibit DE/3 in bulk to form a cogent part hereof to substantiate Defendant's-in-error contentions.

Defendant -In-Error says that predicated on the ownership of equal shareholding in Co-Plaintiff-In-Error Redifusion following the initial contribution of M.P. Dhaliwal, Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal transferred 50% shares to his little brother, Devinder Pal Singh Dhaliwal as evidenced by the attached as Defendant's- In-Error exhibit DE/4 in bulk to form a cogent part hereof in substantiation of Defendant's-In-Error case.

9. That as to Count three (3) of the Plaintiffs'-In-Error Amended Complaint, Defendant-In-Error submits that whilst admittedly the truth lies that M.P. Dhaliwal and Devinder Pal Singh Dhaliwal are siblings of Co- Plaintiff-In-Error Rajinder Pal Singh Dhaliwal, Defendant-In-Error says that it is without sufficient information to deny or affirm the veracity of the allegation contained therein relative to the visits of M.P. Dhaliwal and Devinder Pal Singh Dhaliwal to Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal in the United States of America.

Also, Defendant-In-Error is without sufficient information to deny or affirm the veracity of the allegation that Co Plaintiff's-In-Error Rajinder Pal Singh Dhaliwal address in the U.S.A. is Known to M.P. Dhaliwal and Devinder Pal Singh Dhaliwal. Hence, Count Three (3) of Plaintiffs'-In-Error Amended Complaint should be overruled.xx

10. That as to Count four (4) of the Plaintiffs'-in-Error Amended Complaint, Defendant-In-Error says that the averments contained therein are false and misleading: in that, the Cancellation Proceeding instituted against Co-Plaintiff-in-Error Redifusion by Defendant-in-Error was done in accordance with law. This is so because when the property was in need of repairs and Co-Plaintiff-in-error Redifusion failed to repair the building, said failure on the part of Co-plaintiff-in-error Redifusion was a breach of the lease agreement and Defendant-In-Error was constrained to enter a Cancellation Proceeding to enable Defendant-In-Error to repossess the property to undertake major repairs on the building on its own or to lease same to someone possessed of the capacity to undertake such major repairs to restore the building to its habitable state. Hence, Count four (4)'of the Amended Complaint is a nullity and should therefore be overruled.

11. That as to Counts two (2) and five (5) of Plaintiffs'-In-Error Amended Complaint, Defendant-In-Error says the averments contained therein are false and misleading; in that, at no time did Mr. Abdallah Alaedine ever execute a sublease agreement with Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal for the remaining period under the 1974 agreement between Abdallah Alaedine and Aaron D. Cooper which expired in 1994, as misleadingly contained in Count five (5) of the, Amended Complaint. Also, it is false and misleading that Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal directly entered into a

lease agreement with Aaron D. Cooper on the 25th day of January 1983 to take effect after the expiration of the 1974-1994 agreement, on November 1, 1994 up to and including October 30th 2014 as contended in Count two (2) of the Amended Complaint. Defendant-in-Error contends that it was rather Co-Plaintiff-In-Error Redifusion that executed these agreements of lease through its authorized officer with Abdallah Alaedine and Aaron D. Cooper and not Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal as sublessee and lessee. Defendant-in-Error says a careful perusal of Plaintiffs-in-Error exhibit "PE/2" will certainly reveal that it is rather Co-Plaintiff-In-Error Redifusion that had possessory right to the subject property instead of Co-Plaintiff -In-Error Rajinder Pal Singh Dhaliwal. Hence, Counts two (2) and five (5) of the Amended Complaint should be overruled.

12. That as to Counts six (6) and seven (7) of the Plaintiffs'-In-Error Amended Complaint, Defendant-In-Error says that the averments contained therein are not sufficient to establish Co-Plaintiff's-In-Error Rajinder Pal Singh Dhaliwal leasehold right in the subject property. Defendant-In-Error says it is false and misleading that the lease property situated on Randall Street got burnt down completely; that it is also false and misleading that between 1997 -1998, after the building got burnt, Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal reconstructed the building from the ground floor up and added two apartments on the upper floor. Defendant-In-Error submits that it is aware that during the fight in 1996 the building was indeed looted but not burnt down completely. Hence Counts six (6) and Seven (7) are of no legal effect and should therefore be overruled.
13. That as to Counts eight (8) and nine (9) of the Plaintiffs'-In-Error Amended Complaint, Defendant-In-Error is without knowledge sufficient to deny or affirm the truthfulness of the allegation that Co-Plaintiff's-In-Error Rajinder Pal Singh Dhaliwal signature was forged by his little brother, Devinder Dhaliwal. For all that Defendant-in-Error is sure of is that the Addendum which extended the lease period between Co-Plaintiff-In-Error Redifusion and the intestate Estate of the late Aaron Cooper was executed by all the parties in the presence of witnesses. Contending further, Defendant-In-Error says that the lease agreement executed by the Co-Plaintiff -in-error Rajinder Pal Singh Dhaliwal in 2008 could not have taken effect while the lease agreement between Co-Plaintiff-in-Error Redifusion and Defendant-In-Error, the intestate Estate of the late Aaron D. Cooper, was still in full force and effect. Moreover, the 2008 lease agreement executed by Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal was done through fraud and the exercise of undue influence over the Cooper Family, Co-Plaintiff-in-Error Rajinder Pal Singh Dhaliwal being aware that the Cooper Family was in need of money at the time and could fall for anything, although the intestate Estate aforesaid had no possessory title and could not pass same to the Plaintiff-In-Error. Hence, Counts eight (8) and nine (9) of the Amended Complaint should be overruled.

14. That as to Counts ten (10), eleven (11) and twelve (12) of the plaintiffs'-In-Error Amended Complaint, Defendant-In-Error says the averments contained therein are void of legal grounds to warrant the institution of this action for the issuance of the alternative writ of Error. Defendant-In-Error contends that it was compelled to file a cancellation proceeding against Co-Plaintiff-In-Error Redifusion when it failed to maintain the property in a tenantable condition as promised; that predicated on the failure of Co-Plaintiff-in-error Redifusion to keep the building in a tenantable condition, the building declined to a deplorable state when the Defendant-In-Error sued to cancel the lease agreement between Redifusion and the intestate estate of the late Aaron D. Cooper. Hence, Counts 10, 11 and 12 having stated no legal ground for Error, the same should be overruled.

15. That as to Counts thirteen (13), fourteen (14) and fifteen (15) of the Plaintiff's-In-Error Amended Complaint, Defendant-In-Error says the allegation contained therein relative to M.P. Dhaliwal being the Petitioner in the Cancellation Proceeding against Redifusion is false and misleading. Defendant-In-Error says that at no time did Mr. M.P. Dhaliwal petition the Civil law Court to cancel any lease agreement to which he was never named as a party but rather it was Defendant-in-Error, the intestate Estate of the Late Aaron D. Cooper that instituted the Cancellation Proceeding against Co-Plaintiff-In-Error Redifusion because of the deplorable condition in which the building was and after repeated request by Defendant-In-Error for Co-Plaintiff-In-Error Redifusion to repair the building which it did not do. Defendant-In-Error says the Co-Plaintiff-In-Error Redifusion was served no publication and all the relevant papers including the summons, Petition and attachments as well as all publications were mailed to the last known address of Co-Plaintiff-In-Error which is Randall Street, Monrovia, Liberia, following its commencement of existence; that under the law extant, the Minister of Foreign Affairs serves as the Resident Agent for Domestic Corporation upon whom process shall be served if the where about of the corporation cannot be found, **See Chapter 3, Section 3.2 of the Liberia Business Associations Laws.** In line with the relevant provisions of the Liberian Business Associations Law, the Minister of Foreign Affairs was served with the appropriate Writ of Summons. Copy each of the Sheriff Returns and Receipt acknowledging receipt of the Summons and all relevant attachments are hereto annexed as Defendant-in-Error Exhibit "DE/5" in bulk to form a cogent part hereof to substantiate Defendant's-in-Error case. Also, when the Co-Plaintiff-In-Error Redifusion was no longer operating on Randall Street but had Mrs. Elizabeth Pederson as Representative for Co-Plaintiff-In-Error Rajinder Pal Sigh Dhaliwal and Devinder Pal Singh Dhaliwal, all documents relating to the case were presented to her for onward transmission to Co-Plaintiff-in-error Rajinder Pal Singh Dhaliwal and Devinder Pal.Singh Dhaliwal to put them on notice of the cancellation suit against Co-Plaintiff-in-Error Redifusion. Madam

Elizabeth Pederson to whom the documents were presented had always been the caretaker of Plaintiffs'-in-Error through whom moneys were paid to Defendant-in-Error to settle rental obligations. Hence, Counts 13, 14 and 15 should be overruled.

16. That further to Count fifteen (15) hereof, Defendant-In-Error submits that it is false and misleading that it connived with Devinder Dhaliwal and M. P. Dhaliwal to take over the leased property in Liberia. Defendant-In-Error says that it had no need for assistance from anyone to determine that the Lease between it and the Co-Plaintiff-in-Error Redifusion needed to be Cancelled in view of the deplorable condition in which the building was and the glaring refusal of the Co-Plaintiff-In-Error Redifusion to do repairs work on the building as per the lease agreement which required the Co-Plaintiff-In-Error Redifusion to keep the subject property in a tenantable condition. Copy of photographs of the deplorable condition of the building are attached as Defendant's-In-Error Exhibit "DE/6" in bulk to form a cogent part hereof in substantiation of Defendant's-In-Error side of the case. Defendant-In-Error says with respect to the allegation that confusion or disharmony exist amongst the three brothers, it is without sufficient knowledge to deny or confirm the veracity of the allegation. Hence, Counts 13, 14 and 15 should therefore be overruled.
17. That as to Counts sixteen (16), seventeen (17) and eighteen (18) of Plaintiffs',-In-Error', Amended Complaint, Defendant-In-Error denies the allegation relative to the payment of rent for the subject property by Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal with no reference to Devinder Pal Singh Dhaliwal. Also, Defendant-In-Error denies the allegation respecting the improper service of Co-Plaintiff-In-Error Redifusion and the denial of its day in court. Defendant-In-Error says that as far as it is concern and aware of, all payments of rent for the subject property have been made on behalf of Co-Plaintiff-in-Error Redifusion through Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal, Copies of payment receipts are hereto attached as Defendant's-In-Error Exhibit "DE/7" to form a cogent part hereof. Defendant-in-Error submits that in accordance with the practice and procedure hoary with age in our jurisdiction, Co-Plaintiff-in-Error Redifusion was indeed properly served with the writ of summons and brought under the jurisdiction of the Civil law Court; therefore, Co-Plaintiff-In-Error Redifusion was never denied its day in court as misleadingly contained in said counts. Defendant-In-Error contends that while it is the law that a writ of error will be granted where the Petitioner/Plaintiff-In-Error was denied his day in court or not brought under the jurisdiction of the court, the facts and circumstances obtaining in the cases relied on by the Plaintiffs-In-Error in Counts 17 and 18 and found in 37 LLR and 34 LLR are not analogous to the facts and circumstances obtaining in the instant case. Hence, Counts sixteen (16), Seventeen (17) and eighteen (18) should be overruled.

That as to Counts nineteen (19), twenty (20) and twenty one (21) of the Plaintiffs'-In-Error Amended Complaint, Defendant-In-Error denies the averment contained therein and contends that indeed the Co-Plaintiff-in-Error Redifusion was brought under the jurisdiction of the Civil Law Court; therefore there was no need for the court to appoint a lawyer to take the ruling of the court and announce an appeal, especially when the case was heard Ex-Parte. Under the law extant, Defendant-In-Error contends that if a Defendant has failed to appear, plead or proceed to trial, or if the court orders a default for any other failure to proceed, the Plaintiff may seek a Default judgment against him. See Chapter 42, section 42.1 Right Of Plaintiff, Civil Procedure Law, ILCLR Page 214. In the instant case, after the Co-Plaintiff-in-Error Redifusion had been brought under the jurisdiction of the Court

through all of its authorized representatives and shareholders, for some reason best known to Co-Plaintiff-In-Error Redifusion, it ignored the procedure and did nothing to defend itself. Hence, Counts nineteen (19), twenty (20) and twenty one (21) of the Plaintiffs'-in-Error Amended complaint should be overruled.

19. That further to Count eighteen (18) hereof, Defendant-In-Error submits that it is false and misleading that the Judgment in the Cancellation Proceeding has not been completed or executed. Also, it is false and misleading that the Plaintiffs-In-Error got knowledge about the Judgment in September 2014 through the Henries Law Firm. Defendant-In-Error says the Judgment in the Cancellation Proceeding has indeed been completed or executed because following the rendition of the Civil Law Court's Judgment, it executed a lease agreement with M.P. Dhaliwal who then acquired possessory right to the subject property; that following his acquisition of possessory title over the property, he had series of meeting with tenants in which he informed them that he had taken over the property from the Defendant-In-Error after the lease agreement the Defendant-in-Error had with the Co-Piaintiff-In-Error Redifusion had been cancelled. The occupants of the subject property informed Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal of the Cancellation. Moreover, the Plaintiffs-In-Error also got knowledge of the Judgment in the Cancellation Proceeding through the Musidal Law Firm represented by Counsellor Momodu Jawondoh and the Henries Law Firm represented by Counselor Cooper Kruah when M.P. Dhaliwal filed ejectment suit against occupants of the building. Defendant-in-error says that during the exchange of pleadings by the Parties, a copy of the Judgment in the Cancellation Proceeding, marked "P/4" was annexed to the Plaintiff M.P. Dhaliwal's reply to put Co-Plaintiff-In-Error Redifusion on notice that the lease agreement it had with Defendant-In-Error had been cancelled. Copy of the Reply is hereto attached and marked as Defendant's-In-Error Exhibit "DE/8" in bulk to inform Your Honor and this Honorable Court that in Count ten (10) of the Reply, Co-Plaintiff-In- Error Redifusion was put on notice of the

Judgment in the Cancellation Proceeding since July 15, 2013. Hence, the action is time barred and should therefore be dismissed.

20. That as to Counts twenty two (22) and twenty three (23) of the Plaintiffs'- in-error Amended Complaint, Defendant-In-Error denies the averments contained therein because the Co-Plaintiff-In-Error Redifusion was served and brought under the jurisdiction of the Court but it ignored the Cancellation Proceeding because Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwali thought that the lease of 2008 executed by and between -him and Defendant-In-Error constituted a cancellation of the Lease between Defendant-In-Error and Co-Plaintiff-In-Error Redifusion. Defendant -In- Error says he who comes to equity must come with clean hands. Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal did not come with clean hands when he misled members of the Cooper family into believing that Devinder Pal Singh Dhaliwal, Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal's little brother and 50% shareholder of Co-Plaintiff-In-Error Redifusion had died and was no more; as such the Cooper family was induced by Defendant-In-Error to execute the lease agreement on May 28, 2008 directly with the intestate Estate of the late Aaron D. Cooper. Hence, Count twenty two (22) and twenty three (23) should be overruled.
21. That further to Count twenty (20) hereof, Defendant-In-Error says that the filing of this action by Plaintiffs-In-Error is made in bad faith and filed for the mere purpose of harassment or delay. This is because the Plaintiffs-in- Error knew of the existence of the Judgment in the Cancellation proceeding but waited until the ejectment case terminated in the Civil Law Court with a Final Judgment rendered in favor of M.P. Dhaliwal and the occupants of the building had to appeal to the Supreme Court en banc where the case is pending argument. Defendant-In-Error says the fact that the Henries Law Firm and the Musidal Law Firm through Counselors Cooper Kruah and Momodu Jawandoh, were put on notice of the existence of the Final Judgment in the Cancellation Proceeding as evidenced by Defendant's-In- Error Exhibit "DE/8" attached hereto as per Count 19 hereof and their subsequent challenge of the legality of same in count thirteen (13) of their Bill of Exceptions in the ejectment case pending argument before the Supreme Court, clearly tells that Plaintiffs-in-error had knowledge but failed to exercise their right to pursue the path of an Error Proceeding within the Statutory period of six (6) months, they are barred from suing now. Copy of the "*Bill of Exceptions*" is hereto attached as Defendant's-In-Error Exhibit "DE/9" in bulk to form a cogent part hereof to show in Count 13 that plaintiffs-In-Error knew of the Final Judgment. Hence the Error Proceeding must crumble.
22. That as to Counts twenty four (24), twenty five (25) and twenty six (26) of the Plaintiffs'-in-Error Amended Complaint, Defendant-in-Error says the averments contained therein present no traversable issue.

23. That further to Count one (1) hereof and as to the -Plaintiffs'-in-Error Amended Complaint in its entirety, Defendant-In-Error says that after Co-Plaintiff-in-Error Rajinder Pal Singh Dhaliwal had misled Defendant-In-Error and members of the Cooper Family into believing that his little brother, Devinder Pal Singh Dhaliwal had died and they were deceived into signing the lease agreement with Co-Plaintiff-In-Error Rajinder Pal Singh Dhaliwal on May 28, 2008, the Co-Plaintiff-in-Error Rajinder Pal Singh Dhaliwal informed all occupants of the Building under lease to Redifusion that were put in said building by Devinder Pal Singh Dhaliwal not to transact business with anyone else except himself or his representatives. Also, as a follow up to his letter, Counselor Momodu Jawandoh, Lawyer for Co-Plaintiff -In-Error Rajinder Pal Singh Dhaliwal, reinforced the advice of his client to the tenants by letter dated June 7, 2008. Copy each of the communications, are attached as Defendant's-In-Error exhibit "DE/10" to form a cogent part hereof to substantiate Defendant's contentions. Hence, the Plaintiffs-In- Error Amended Complaint should be dismissed.
24. Defendant-in-Error says that although Co-Plaintiff-in-Error Rajinder Pal Singh Dhaliwal is aware that the building, subject matter of this Proceeding, was under lease to Co-Plaintiff-In-Error Redifusion but because Co-Plaintiff -in-Error Rajinder Pal Singh Dhaliwal had resolved to exclude his little brother from benefitting from his investment in Redifusion, a company jointly owned by them, he proceeded to misinform the Defendant-In-Error and members of the Cooper Family that Devinder had Died and therefore, they did not need to deal with Redifusion because he was then the sole owner of the Company. The reason for Co-Plaintiff-Error Rajinder Pal Singh Dhaliwal misleading the Defendant-In-Error and the Cooper family was due to the alleged criminal charge he made against his brother in India and the court's Contempt Charge which prevented him from travelling. Upon learning that his brother, Co-Plaintiff-in-Error Rajinder Pal Singh Dhaliwal was attempting to exclude him from their investments in Redifusion and the building, Devinder Pal Singh Dhaliwal instituted an action for Declaratory Judgment for the Civil Law Court to declare his right in respect of his investment in Redifusion and assets of Redifusion including the building, subject matter of this case. The Civil law Court declared the right of Devinder Pal Singh Dhaliwal and declared him to own 50% shares in Redifusion and all assets of Redifusion. Copy of the Civil Law Court's Final Judgment is hereto attached as Defendant's-in-Error Exhibit "DE/11" in bulk to form a cogent part hereof to substantiate Defendant's-in-Error contentions. Defendant-In-Error says that although after the rendition of the Court's final judgment, an exception was noted and appeal to the Supreme Court announced in open court by Co-Plaintiff-in-Error Rajinder Pal Singh Dhaliwal through his lawyer but failed to perfect same. Hence, the Plaintiffs'-in-Error Amended Complaint should crumble.

25. That Defendant-in-Error denies all and singular the allegations of both law and facts that are not made herein a matter of special traverse.

WHEREFORE and in view of the foregoing facts and the law controlling, Defendant-In-Error prays Your Honor and this Honorable Court to deny and dismiss the Plaintiffs'-in-Error "assignments of error", thereby holding Defendant-In-error not liable to the Plaintiffs-In-Error; that Your Honor will quash the alternative writ and grant unto Defendant-in-Error all that seem just, legal and equitable in the premises; that Your Honor will rule all costs of these proceedings against the Plaintiffs-In-Error..."

From a careful inspection of the voluminous records as well as the above quoted pleadings exchanged between the parties, can it be said that the cancellation of the Agreement of Lease in favour of co-plaintiff-in-error, Rajinder Pal Singh Dhaliwal, was properly secured from the Civil Law Court? Or could said cancellation judgment be the proper basis to institute an action of ejectment to evict and eject Rajinder Pal Singh Dhaliwal? We do not think so.

In the petition for writ of error, co-plaintiff-in-error, Rajinder Pal Singh Dhaliwal, has substantially averred, supported by the records:

- (1) that the judgment cancelling the Agreement of Lease in favour of co-plaintiff-in-error, Rajinder Pal Singh Dhaliwal, denied him his basic right to due process of law as he was never accorded his day in court;
- (2) that co-plaintiff-in-error, Rajinder Pal Singh Dhaliwal, was never served a writ of summons and therefore not brought under the jurisdiction of the court as in keeping with law; and,
- (3) that where a party has not been duly summoned and properly brought under the jurisdiction of a court called upon to decide, as in the instant case, the judgment entered by said court without acquiring jurisdiction over a party, as was done in the cancellation proceedings, is unenforceable against him (co-plaintiff-in-error) as a matter of law.

It is critically important to note that this Court has found no evidence in the records to demonstrate that any good faith action was taken to verily notify Co-plaintiff-in-error, Rajinder Pal Singh Dhaliwal, that a suit had been instituted against him, which, if not attended to, would materially affect his property interest. To the contrary, every effort was made, under the apparent influence of the defendants-in-error to mislead the trial court in respect of the exact address of Co-plaintiff-in-error, Rajinder Pal Singh Dhaliwal. This is seen in the mailing of the court's precept to the Co-plaintiff's Randall Street address when Co-defendant-in-error, Edwin L. Cooper, knew or ought to have known that Rajinder Pal Singh Dhaliwal resided in the United States of America, from which location they

interacted on numerous occasions. Yet the trial court posted the precepts to a Randall Street address under the apparent misrepresentation and misinformation of defendants-in-error. Can such a process be reasonably regarded as satisfying the requirement of service by mail? We answer in the negative.

Further, abandonment of the demised premises to waste and non-payment of rental were amongst the grounds/reasons set forth in the petition to seek cancellation of Co-plaintiff-in-error Rajinder Pal Singh Dhaliwal's 1974 and the 1983 extended Agreement of Lease. But these assertions were clearly unfounded. The records show to the contrary that (a) the demised premises were actively occupied by Rajinder Pal Singh Dhaliwal's tenants; there was also showing of active relations and engagement between the heirs of Aaron D. Cooper, especially Mr. Edwin L. Cooper, the man who instituted the cancellation proceedings; and (b) that the latest payment of rental to the heirs by Rajinder Pal Singh Dhaliwal was on April 11, A.D. 2012 to cover up to May 27, A.D. 2014.

- (4) That there is no single legal or factual reason to cancel the Agreement of Lease of co-plaintiff-in-error which Agreement was executed by the late Aaron B. Cooper in favour of co-plaintiff for a period of twenty (20) years, commencing A.D. 1994 and ending A.D. 2014. Therefore, according to co-plaintiff, the cancellation proceedings as well as the judgment procured therefrom being a product of misrepresentation and fraud, said judgment, as well as the subsequent judgment obtained from the ejectment action against co-plaintiff's tenants on the demised premises, are improper and unenforceable.
- (5) The defendants-in-error do not deny the substantive assertions made by co-plaintiff-in-error that its Agreement of Lease executed by the late Aaron D. Cooper has twenty (20) years of validity beginning in A.D. 1994 and ending in A.D. 2014; hence could not be properly terminated by any court of law without showing of factual and legal reasons. That the defendants-in-error misled the trial court by asserting that co-plaintiff-in-error has over the years abandoned and left the demised premises in ruins. What a barrage of falsehoods!

This Court has noted that the defendants-in-error have not essentially denied the substantive averments set forth in the petition for writ of error. However, the defendants have fired back accusing plaintiffs-in-error of not following through with the appeal announced at the rendition of final judgment on the petition for

cancellation. According to the defendants-in-error, plaintiffs-in-error were required by law, practice and procedure to take advantage of the appeal process and then have the judgment properly placed before the Supreme Court for review.

But with this proposition we are unimpressed. Firstly, the judgment under review was a void judgment. For want of jurisdiction over Co-plaintiff-in-error, the judgment of cancellation not only was void but invalid and unenforceable against Co-plaintiff Rajinder Pal Singh Dhaliwal. Secondly, one seeking to set aside an Agreement of Lease duly executed between competent parties is required to offer legally recognizable and acceptable grounds therefor. *Doe v. Mitchell and Badio*, 35 LLR 647, 651 (1988); *Banks v. Hayes* 10 LLR 98, 102 (1949); *The Original African Hebrew Israelite Foundation of Liberia v. Lewis*, 32 LLR 184, 193 (1984). That the defendants-in-error misled the trial court when he asserted that co-plaintiff-in-error, Rajinder Pal Singh Dhaliwal had over the years abandoned the premises and left same in ruins, when Edwin L. Cooper, Co-defendant-in-error, was regularly engaged with, and through many other interactions, kept in touch with Rajinder Pal Singh Dhaliwal.

As the warden of the law in this jurisdiction, this Court will be failing in its sacred duty if it were to conclude this Opinion without mentioning the reprehensible conduct displayed by person/s said to be administering the Aaron Cooper Estate. The records before us are laden with pattern of appalling conduct of cheat, fraud on the part of the heirs of Aaron D. Cooper. On November 8, A.D. 2002, an "Addendum" was executed by Joseph Botoe Cooper and Edwin L. Cooper, representing the Aaron D. Cooper Estate and Rajinder Pal Singh Dhaliwal and Devinder Pal Singh Dhaliwal, for a period of twenty (20) years, taking effect as of November 1, A.D. 2006 and ending October 31, A.D. 2026. The Estate benefitted from this Agreement. But on June 19, A.D. 2012, the heirs of Aaron Cooper Estate executed a sworn affidavit disavowing and repudiating this agreement. Culled from the affidavit are the following justifications provided for their action to disallow this "Addendum":

- "4. And also that affiants herein submit and say that while Rajinder Dhaliwal was away to the United States of America, he had appointed his brother, Devinder Dhaliwal to act on his behalf, that is, to receive rent from Rajinder Dhaliwal and pay the same to the administrators as per the lease agreement. It was during this time of his assignment that his brother, Devinder Dhaliwal forged a lease agreement which bore their two signatures and made the administrators to sign same as Lessors.
- "5. Also because the affiants herein further say that having realized that the lease agreement that the administrators had signed was fraudulent, the administrators cancelled same and up to the execution of this Affidavit, the

only agreement that they know of and recognize as the only legal agreement for the said property is the one that is signed by the Administrators Edwin Cooper and Ora Cooper (LESSORS) and Mr. Rajinder Dhaliwal (LESSEE) who is at present currently residing in the United States of America."

Also on May 28, A.D. 2008, Joseph Botoe and Edwin L. Cooper, again acting for the Aaron D. Cooper Estate, executed an Agreement of Lease in favour of Rajinder Pal Singh Dhaliwhal for a period of twenty (20) years certain ending May 31, A.D. 2028. The heirs also benefitted therefrom according to the records. We note further from the records, that on May 13, A.D. 2013, Edwin L. Cooper, acting on behalf of the Aaron Cooper Estate, entered yet in another Agreement of Lease with M. P. Dhaliwhal for a period of ten (10) years certain. The Estate also benefitted from this arrangement. Who knows how many more may be in the wilderness waiting to be brought up is anyone's guess.

This Court is deeply troubled by this sort of deliberate conduct of perpetration of cheat and fraud on the public which ought not to be left without imposing a penalty as deterrent.

In view of all we have stated, it is our considered opinion that compelling evidence exist to grant the peremptory writ of error. Consistent herewith, the Agreement of Lease between the late Aaron D. Cooper and Rajinder Pal Singh Dhaliwal consummated in 1974 for twenty (20) years and extended in 1983 for additional twenty (20), was valid and therefore remained in full force and effect until its stipulated time of expiration, i.e., May ending, A.D. 2014. Accordingly, the lessee, Rajinder Pal Singh Dhaliwal, during the life of said Agreement of Lease, is entitled to the quiet enjoyment of the demised premises as well as its proceeds derived thereon.

Further, we note the existence of several Agreements of Lease reportedly concluded between the Estate of Aaron D. Cooper, represented by its heirs. Considering the rather difficult circumstances attending to, as well as surrounding their executions, we do not see ourselves properly and sufficiently called upon at this time to pass issues in respect of validity and enforceability. WHEREFORE, the petition for writ of error is hereby granted.

The Clerk of this Court is hereby directed to issue the peremptory writ of error directed at the judge presiding in the court below to give effect to this judgment. Costs are ruled against the Co-defendant-in-error Aaron D. Cooper Estate. AND IT IS SO ORDERED.