

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA  
 OCTOBER TERM, A.D. 2017

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

Ramson W. George and T. Augustine Nyenswa )  
 Enoch Bestman, Marcus A. Nyenkon, H. Slewion )  
 Forh, Charles W. Carter, T.Z. Akorsah and Martha )  
 Newman..... APPELLANTS )

VERSUS )

APPEAL

New Jerusalem Temple of Calvary Pentecostal )  
 Redemption Church by & thru its Bishop, Benjamin )  
 Doe-wion, Sr.....APPELLEE )

GROWING OUT OF THE CASE:

New Jerusalem Temple of Calvary Penecostal )  
 Redemption Church by & thru its Bishop, Benjamin )  
 Doe-wion,Sr.....PETITIONER )

VERSUS )

PETITION FOR CANCELLATION )  
 OF MEMORANDUM OF )  
 UNDERSTANDING )

Ramson W. George and T. Augustine Nyenswa )  
 Enoch Bestman, Marcus A. Nyenkon, Histewion )  
 Ford, Charles W. Carter, T.Z. Akorsah and Martha )  
 Newman..... APPELLANTS )

HEARD: April 20, 2017

DECIDED: February 20, 2018

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE COURT

This appeal stems from a verdict of liable and a final judgment by the Sixth Judicial Circuit Court, ordering the cancellation of a memorandum of understanding (MoU) alleged to have been made and entered into by the appellee, the New Jerusalem Temple of Calvary Pentecostal Redemption Church, and the Logan Town Community by and through the appellants, Ramson W. George, *et al.* for the operation of the appellee's school, the Elder John Massey School located in Logan Town. The lower court in its judgment canceled the purported MoU and awarded the appellee US\$10,000.00 as general damages for the illegal withholding of its premises by the appellants and the misuse of resources of the appellee's school.

The facts as culled from the certified records reveal that the Church in 2003, at the time of the Liberian civil crisis and while Co-appellant Ramson George

served as principal of the appellee's school, the UNMIL Quick Impact Project Team visited with the Church and offered to renovate and expand its school, under the UNMIL Quick Impact Project Scheme. The concept of the UNMIL Quick Impact Project Scheme (QIP) came about as a result of the cessation of the civil war in Liberia, when the United Nations Mission in Liberia, through the international community, provided funding designed to finance community projects that could be used to establish and build confidence in the mission. The UNMIL Quick Impact Project (QIP) targeted the provision of basic social services, restoration of state authority, and the rule of law. Working through its social services component, the UNMIL QIP created a unit to work towards rehabilitating damaged infrastructures, giving support to the educational and other sectors of Liberia. Elder John Massey School, the subject property of these proceedings, was one of the educational institutions rehabilitated and expanded by UNMIL through its QIP to adequately meet the educational needs of the children in the Logan Town Community. The Appellee Church alleged that it instructed Co-appellant Ramson George, the principal of the school, to work with the UNMIL team to process all required documents relative to the renovation and expansion works to be done on the school. After the renovation and expansion of the school by the UNMIL, Co-appellant Ramson W. George continued as principal of the School.

The presiding bishop at the time when the Church negotiated with UNMIL, Bishop Philip T. Teah, died in 2007, and was succeeded by Bishop Benjamin Doe-Wion, Sr. In 2010, the Church, presided over by its succeeding Bishop, convened a church conference. During the conference, Co-appellants, Ramson W. George, and J. Augustine Nyenswa, Principal and Vice Principal for Administration of the school, respectively, were asked to make a full status report to the Church for the period 2009 to 2010. Co-appellant Ramson George requested for time to make the report, but it was not until the Church held its subsequent conference in 2013, that the said report was made. The submitted report was rejected by the Church's Board of Trustees on grounds that it contained several misrepresentations and falsehoods. The Church then asked Co-appellants Ramson W. George and T. Augustine Nyenswa to submit to a comprehensive audit but they refused. This prompted a decision by the Church to have the appellants suspended for time indefinite for gross insubordination and mismanagement of the school. On August 20, 2013, Co-appellants Ramson W. George and T. Augustine Nyenswa were served their letters of suspension.

When the letters of suspension were served on the Co-appellants George and Nyenswa, they challenged their suspension on grounds that they had previously entered into a Memorandum of Understanding (MoU) duly executed between them on behalf of the Logan Town Community and the Church's late Bishop Philip T. Teah, in 2004. This MoU, the co-appellants said, placed the control and management of the school under the authority of the Logan Town Community for twenty five (25) years, with the co-appellants serving as managers of the school. The co-appellants therefore wrote a letter to the Church rejecting their suspension. Said letter reads:

"ELDER JOHN MASSEY HIGH SCHOOL  
LOGAN TOWN, BUSHROD ISLAND  
MONROVIA, LIBERIA  
CELL#:+23188643-4294

August 20, 2013

Elder Benjamin Doe-Wion  
Bishop, CPRC (CGMA)  
Logan Town, Bushrod Island  
Monrovia, Liberia

Dear Bishop Wion:

We write in response to letters sent to us by you under the reference "Indefinite Suspension", in which you, acting as chairman of the school board, has indefinitely suspended the Principal, Mr. Ramson W. George, and V.P./Administration, Mr. T. Augustine Nyenswa.

We want to make it emphatically clear to you that you are not our employer, neither are you our boss. Therefore, we hereby considered your "Indefinite Suspension" served as a violation and [breach] of the Memorandum of Understanding which you and Mr. Nimely are both signatories to.

From all indication, it seems you are trying to take over the day-to-day affairs of a school [which] you know you have no right to for now.

We caution you to leave the affairs of the school alone, as we have only a week to the opening of the school for 2013/2014. We hope you do not want to disrupt the normal academic activities of the school only because we have refused you and Victoria D. Moore of being signatories to the school's account.

Yours sincerely,

Signed:

T. Augustine Nyenswa  
V.P/Administration

Approved: \_\_\_\_\_

Mr. Ramson W. George  
Principal

Cc: Mr. David Sieh - School Board Chairman  
File "

The Memorandum of Understanding (MoU) referred to by the co-appellants in their August 20, 2013 letter is also inserted below, and it reads:

"CALVARY PENETECOSTAL REDEMPTI ON CHURCH (CPRC) CGMA, INC  
Logan Town, Bushrod Island  
1000-Monrovia, 10- Liberia

Memorandum of Understanding  
Between  
Calvary Pentecostal Redemption Church  
&  
The Logan Town Community 110 (Zone 210 Block A)

Authorization to run the affairs of Elder John Massey Jr. High School.

We the undersigned representatives, Senior Executives and Authorities of the Calvary Pentecostal Redemption Church (C.P.R.C) Inc. hereby turn over the Elder John Massey School to Logan Town Community through and by its representatives in persons of:

- |                             |                            |
|-----------------------------|----------------------------|
| 1. Mr. David Sieh           | Chairman, School's Board   |
| 2. Mr. Ramson W. George     | Principal                  |
| 3. Mr. T. Augustine Nyenswa | Vice Principal Instruction |
| 4. Mr. H. Slewion Forh      | Registrar                  |

The decision by the church to turn over the school to the community is predicated upon the below listed factors or reasons:

1. The inability of the church to adequately run the day-to-day affairs of the school due to lack of training of church members in the [area of] field of education.
2. The lack of commitment on the part of our members who have been running the affairs of the school.
3. The lack of development vision to change the infrastructure of the school, since 1991.
4. And the lack of trained and professional teachers to stimulate the increase in enrollment and learning environment of the school.

Therefore, we hereby turn over the affairs of this school for administration, growth and development to the community representatives mentioned supra.

The Elder John Massey School shall be in their care as proprietors for its development until they (the community) shall deem it necessary to turn the school to us (the Church) if they think they are unable to achieve the goal for which the school has been given to them. Meanwhile, the school shall make available (25%) twenty-five percent of the bank balance after the operation each school year to the church as it tithes.

The MoU shall be binding for a period of twenty-five years beginning May 27, 2004.

Henceforth, the community has all rights and privileges, immunities appertaining to running of the day-to day and development of the Elder John Massey School. Therefore, we hereby affixed our signatures as representatives of the church and community this 27<sup>th</sup> Day of May A. D 2004 as a seal of this MoU.

CHURCH'S REPRESENTATIVES

COMMUNITY REPRESENTATIVES

1. \_\_\_\_\_  
Rt. Rev. Philip T. Teah  
Bishop, CPRC (CGMA), Inc.

1. \_\_\_\_\_  
Mr. Isaac Geedeh  
PTA Chairman

2. \_\_\_\_\_  
Rev. Benjamin Doe- Wion  
District Elder (Mon. Dist.)  
Monrovia District

2. \_\_\_\_\_  
Mr. Ramson W. George  
Principal

3. \_\_\_\_\_  
*Bro. Othello Nimely*  
*Diocese Secretary General*

3. \_\_\_\_\_  
*Mr. T. Augustine Nyenswa*  
*Vice Principal Institute*

WITNESS(ES):

1. \_\_\_\_\_  
Mr. H. Slewion Forh  
Registrar

2. \_\_\_\_\_  
Mr. Enoch H. Eastman  
Dean of Students"

After receipt of the August 20, 2013 letter and the attached purported Memorandum of Understanding from the Co-appellants Ramson W. George and T. Augustine Nyenswa, the Board of appellee's school met to discuss and ascertain whether the late Bishop Philip T. Teah did execute such a memorandum with the co-appellants, but no member of the Church could recall participating in a meeting, during which it was agreed to turn over the school to the Community and/or the Co-appellants Ramson W. George and T. Augustine Nyenswa. Subsequently, the Board of Trustees, through a resolution, authorized Bishop Benjamin Doe-Wion to institute a legal action against the appellants for cancellation of the purported Memorandum of Understanding (MoU) allegedly executed in favor of the appellants for the control and management of the appellee's school for twenty five years.

On October 29, 2013, Bishop Benjamin Doe-Wion, Sr., on behalf of the appellee, filed an eleven-count petition for cancellation of the alleged MoU

before the Sixth Judicial Circuit, Civil Law Court, Montserrado County, Republic of Liberia. In its petition for cancellation, the Church principally alleged that respondents/appellants were illegally in possession of their church's school upon the strength of a fraudulent MoU. The petitioner sought essentially to demonstrate and prove that the MoU was a product of fraud. We quote below the petition verbatim:

"PETITIONER'S PETITION

AND NOW COMES PETITIONER, Praying Your Honor and this Honorable Court to cancel, revoke and discard the respondents purported Memorandum of Understanding for reason as follows to wit:

1. As per resolution of Board of Directors of aforementioned Church, the Board have instructed its Bishop, in person Benjamin Doe-Wion, to institute legal action against the within named respondents for the cancellation of a purported MOU allegedly executed in their favor for the taking over and running of the Church's owned school and other projects. Attached hereto is the Board Resolution authorizing Bishop Doe-Wion to institute said action marked as Petitioner's Exhibit "P/1.
2. Petitioner petitions and says that the respondents herein are in possession of the Church's school allegedly upon the strength of a fraudulent MoU supposedly acquired from the Church under the signatures of the late Bishop Philip Teah, then Field Superintendent and current Bishop Benjamin Doe-Wion and Othello Nimely, Secretary.
3. Petitioner contends and says that said MoU paraded by the respondent is product of fraud as the signatures attached thereto are not those of the Church's representatives allegedly presumed to have given authority to the respondents to take over the affairs of the School. The signatures of the late Bishop Teah were forged while those of the then field Superintendent and current Bishop Doe-Wion Secretary General Nimely were pasted. This Petitioner stands ready to prove during trial. Attached hereto are specimens of the late Bishop Philip Teah's signature marked as petitioner's Exhibit "P/2".
4. Further to count three (3) above, petitioner contends and says that the logos on the letter head of the MoU, purportedly signed in 2004, was never in existence during the life of the late Bishop. It was in 2010, during the reign of current Bishop Doe-Wion that said logos on the letter head were introduced and began to be in use. This the petitioner stands ready to prove during trial.
5. Petitioner petitions and say that the respondent purported MoU which carries the name David Sieh as Chairman of the Board Trustee is false and misleading, in that, petitioner is the Chairman of the Board of Trustees as can more fully be seen on the brochure of the graduation program 2012-2013 marked as petitioner's Exhibit "P/3
6. Further to count five (5) above, Petitioner say that in furtherance of Respondent's conspiracy to commit fraud, the David Sieh allegedly named as Chairman of the Board in their manufactured MoU did not

sign and has never signed any instrument appertaining to the school; however, T. Augustine Nyenswa one of the fraudsters, signed the School's Diploma as Chairman of the Board of Trustee and at the same time serving as Vice Principal for Administration. Attached hereto is a copy of diploma signed by T. Augustine Nyenswa as Chairman of the Board Trustees, marked as Petitioner's Exhibit "P/4"

7. Petitioner petitions and says the respondent claim to have acquired the school for 25 years under authorization of the late Bishop Teah, Doe-wion and Nimley is false and misleading and that the additional structures built on said premises was through the instrumentality of the late Bishop who through the school's authority made proposals to various institutions who funded various project.
8. Petitioner petitions and says that the respondents claimed that they were instrumental in the search for funding to the school, henceforth, they are owners of the school; a reasoning which is so absurd and beat the mind of any rational being. They acknowledge that the Church owns the parcel of land on which the school is located and deny that the school is for the Church.
9. Petitioner petitions and says that the church remains the owner of the school as does most church institutions existing in Liberia; but the respondents being greedy and initially employed by the church as teachers are now disposing the church of its property and authority and are claiming ownership to the church's school by way of a manufactured MoU. Once teachers are now owners.
- 10 Petitioner contends and says that upon the death of the late Bishop Teah in 2007, and upon the ascendancy of the current Bishop, Bishop Doe-Wion, no one had acknowledged him as to the existence of an agreement or MoU, but it was just recently in August 2013, when two of the respondents herein, George & Nyenswa, Principal and Vice Principal were suspended for gross insubordination and misappropriation of the school's resources, that they surfaced with a MoU, nine years after its execution according to them. Attached hereto is a suspension letters of both George and Nyenswa and the alleged MoU marked as Petitioner's Exhibit 'P/5'.
- 11 Petitioner contends and says that the church did not give to the respondent any agreement nor MoU and that the property in question belongs to the Church by virtue of her title; for respondents to rely on a fraudulent document denying the church her growth and development is not only inhumane but wicked and therefore request this court to revoke said instrument, declare it as fraudulent and place petitioner in unrestricted possession of her school and other properties which the respondents have long been accessing and enriching themselves against the interest of the church and her many followers. Attached hereto is the deed to the property in question marked as Petitioner's Exhibit "P/6" to form cogent part of this Petitioner's Petition.

WHEREFORE AND IN VIEW OF THE FOREGOING, PETITIONER most respectfully prays Your Honour and this Honourable Court to cancel, revoke and discard respondents' purported Memorandum of Understanding for reasons herein advanced and also grant unto the respondents, all further relief that Your Honour deems just, legal and equitable."

On November 11, 2013, the appellants filed their returns to the appellee's petition, alleging that the MoU was a valid instrument and was duly executed by the parties; that pursuant to the MoU, the petitioner had received several payments, with Bishop Benjamin Doe-Wion, in particular, receiving numerous benefits. Appellant's returns filed to the petition for cancellation is as follows:

"RESPONDENTS' RETURNS

1. That respondents says as to count (1) of the petition, they have no legal knowledge sufficient to formulate the belief that the Board had instructed its Bishop aforementioned supra to initiate legal action when indeed and in truth, the Church by and thru its leadership headed by Rt. Rev. Bishop Philip T. Teah, *et al.* duly executed a MoU dated the 27<sup>th</sup> day of May A.D. 2004 with respondents which state among other things, principal of which are, that respondents take over the school, develop and properly administer and manage the affairs of said school for and during the period of twenty-five (25) calendar years certain, and that twenty-five (25%) of the proceeds therefrom be allotted to the church during the life span of said MoU. Photocopy of the MoU is herewith attached marked as exhibit R/1 to form part of this returns. Hence, count (1) of the petitioner's petition should be dismissed.
2. Further above, upon assuming the responsibility of the school, subject of these proceedings, and considering the status of the school building, respondents initiated the writing of project proposals, and, as a result thereof, respondents reconstructed the dilapidated school building to a modern structure thus extending the school from just elementary level to a full high school status. Photocopies of pictures indicating the status of the school building prior to the execution of the MoU up to and including the filing of this returns are herewith, marked as exhibit R/2 in bulk to form part of this returns. Respondents give notice to that during trial, if need be, they shall make available those proposals herein referred to available for Your Honor's perusal and to form part of these proceedings. Hence, the entire petition should crumble and fall, needless to say, count (1) thereof.
3. That respondents say as to counts (2) and (3) of the petition, and incorporating counts (1) and (2) of their returns, same is saturated with falsehood and misrepresentation of the fact, in that, respondents in conformity with the MoU, herein mentioned supra, had made several payments to the petitioner which is evident of the photo copies of payments receipts herewith attached, marked as exhibit R/3 in bulk to form part of this returns.
4. Further above, respondents say despite those mentioned herein mentioned supra, as it has been evidentiary established, Bishop Benjamin Doe-Wion, Sr., who initiated these proceedings, had received several benefits based upon said MoU, as where Bishop Wior, Sr., appealed to respondents to have a student placed on his list as scholarship student, also appealed for ten (10) gallons of gas, as well as for respondents to satisfy his tuition which are evident of photo copies of the note dated 9/10/12 addressed to

respondents, the one dated February 19, 2013 as well as Bishop Wion's control sheet herewith attached, marked as exhibit R/4 in bulk to form a cogent part of this returns. Hence, the entire petition should be dismissed, needless to say, counts (2) and (3) thereof.

5. That respondents say as to count (4) of the petitioner's petition, and incorporating counts (1) and thru (4) of the respondents returns, said count (4) should be ignored and dismissed, and that the respondents should not be disturbed. Hence, the entire Petition should be dismissed, needless to say count (4) thereof.
6. That respondents say as to counts (5) and (6) of the Petition, they maintain that David Sieh was the Chairman of the Board because Bishop Wion could not have played dual capacity. Respondents say further that indeed Bishop Wion was later incorporated since indeed David Sieh was incapacitated due to unforeseen circumstances, but due to the misconduct and the attempt of Bishop Wion to ignore the MoU and initiate plan to cause the removal of respondents who are the owners of the school by virtue of the MoU, undermines the effort of the respondents and the terms and conditions of the MoU, and as such, respondents could no longer feel compatible in working with Bishop Wion as it was demonstrated by respondents. Hence, Counts (5) and (6) of the Petition should be dismissed.
7. That respondents say as to counts (7) and (8) of the petition, they maintain being instrumental and the architect behind the development of the school raising same from elementary to a full high school status through the initiative of project proposal, and that the assertion made by the petitioner is false, misleading, deceptive and incomprehensible that petitioner made several project proposal. Respondents challenge the petitioner to prove one, but respondents give notice that during trial they shall make available several proposals initiated by them, and, if possible, subpoena the donors. Hence, counts (7) and (8) should be dismissed.
8. Still traversing on counts (7) and (8) of the petition, respondents say the MoU is very clear and they cannot in any manner claim the property; therefore, the assertion is made in bad faith merely intended to confuse the court. Hence, the entire petition should be dismissed.
9. That respondents say as to counts (9) and (10) of the petition, it is regrettable for one who claims to be clergyman to fabricate story without the fear of God. Respondents immediately communicated with petitioner declining to accept the content of her letter and reiterating with emphasis the terms and conditions of the MoU which is evident of photos copies of communications in response to petitioner's letter herewith attached marked exhibit R/5 in bulk to form part of this returns.
10. That respondents say as to count (11) of the petition, and incorporating counts (1) thru (9) of the respondents' returns, said count (11) should therefore be ignored and dismissed.
11. That respondents say in further support and commitment to the MoU duly executed as earlier mentioned herein supra, the late

Bishop Philip T. Teah wrote a communication dated May 8, 2002 which content is self-explanatory. Photo copy of said letter is herewith attached, marked as exhibit R/6 to form part of this returns.

12. That respondents deny all and singular the allegation as contained in Petitioner's Petition which was not specifically traversed thereupon in respondents' returns.

WHEREFORE, AND IN VIEW OF THE FOREGOING, Respondents pray Your honor to dismiss and deny petitioner's petition in its entirety, cause petitioner to live up to her commitment in keeping with the doctrine of estoppel, and grant unto respondents all further relief as the law directs."

Pleadings having rested and law issues disposed of, on September 19, 2014, the case was ruled to trial on its merits on the grounds that the pleadings filed by the parties presented mixed issues of law and facts. On September 26, 2014, the appellee filed a motion for sequestration of tuition fees to be placed in an escrow account under the supervision of the court until the final determination of the case. The lower court, upon due consideration, granted the motion for sequestration of the tuition fees, ordering that the sheriff of the court take complete control of the school and that each party was to nominate a person to work along with the sheriff in the collection of the school fees. The Sheriff was to ensure payment of all the necessary fees for the continued operation of the school, and the balance proceeds placed in an escrow account for the prevailing party who would have access to said proceeds after final disposition of the case.

Upon the court's call for hearing of evidence, the appellee proceeded with its first witness, Bishop Benjamin Doe-Wion, Sr. The Bishop took the stand and testified that he was elected bishop of the Appellee Church, the New Jerusalem Temple of Calvary Pentecostal Redemption Church succeeding Bishop Philip Tarpeh Teah; that the appellants are members of the Church who were employed by the Church to run its school; that he is not aware of any memorandum of understanding entered into between the Church and the Logan Town Community represented by the appellants. According to the witness, Co-appellant Ramson George took over as the fourth principal of the Church's school when the previous principal, Mr. Jacob Teah, was suspended by the late Bishop Philip Tarpeh Teah; that in 2003, when UNMIL Quick Impact Project decided to undertake the renovation and expansion of the school premises, Co-appellant Ramson George requested from the late Bishop Philip Tarpeh Teah a copy of the Church's deed to be photocopied to facilitate the process under the auspices of the Quick Impact Project. Accordingly, the late Bishop Teah gave Co-appellant Ramson W. George the

Church's deed. The witness testified that when he took over the Church as Bishop, in 2009, he called a meeting in 2010, to ascertain how the school was being managed. It was when he requested the appellants to make a comprehensive report of the management of the school to the Church; that the co-appellants, in 2013, submitted a misleading report indicating that they had paid West African Examination Council (WAEC) fees for some students and had paid salaries of teachers which were later discovered to be untrue. Additionally, the report indicated that sixty (60) graduating seniors (12<sup>th</sup> graders) were eligible for graduation in 2013, but at the graduation program, it was instead discovered that one hundred and seven (107) graduates were eligible for graduation. He explained that he was called by Elder Massey, in whose name the school was named, to sign the diplomas as Chairman of the board, but when he called Co-appellant Ramson W. George to first sign the diplomas and bring them to him for his signature of approval, Co-appellant Ramson W. George, in bad faith, designated the vice principal to sign the diplomas as Chairman of the Board of the School. The witness stated that the assertion by Co-appellant Ramson W. George that there was a memorandum of understanding (MoU) between the Church and the Logan Town Community, signed by him, the witness, and the late Bishop Teah was untrue. The witness stated that the Church was challenging the MoU, because it was falsified; that the signatures appearing thereon, representing authorities of the church were forged; that the appellants did not mention any date and time evidencing that the Church convened a meeting to make such a decision to turn over the Church's school to the Logan Town Community, and that the documents proffered by the appellants were all photocopies. The witness further stated that Co-appellant Ramson W. George had set himself up as the legitimate owner of the school, and predicated upon the decision of the Church to suspend him along with his Vice President for Administration, Co-appellant T. Augustine Nyenswa, they had incited the students to throw stones at his house and family members and that the incident was subsequently reported to the police, which matter is still pending with the police undetermined. He concluded his testimony, stating that the Church was seeking cancellation of the purported Memorandum of Understanding (MoU) because it was a product of fraud.

The Church's second witness, Mr. Othello S. Nimely, a teacher of the contested Elder George Massey School and the Secretary General of the Board of the Church, also testified that he was not aware of any memorandum of understanding signed between the appellee and the Logan Town Community represented by the appellants; that he also only got to

know of the purported memorandum of understanding when the appellants presented a photocopy in 2013, and at which time he noticed that his signature and the signature of the late Bishop Philip Tarpeh Teah were pasted and forged thereon.

The Church's third witness, Mrs. Victoria D. Moore, testified that she was the financial secretary of the Church and an executive member; that the school was established by the Church on its premises and served as an integral part of the church; that all decisions affecting the school are made by the Church and she as an executive member was never part of any arrangement leading to the formulation of the purported memorandum of understanding allegedly signed by the Church and the Logan Town Community, nor was she aware of any decision of the Church Board turning the school over to the community. Like the Church's other witnesses, Mrs. Moore testified further that she only got to know about the MoU when the co-appellants, Ramson W. George and T. Augustine Nyenswa, were suspended in August 2013. She stated that the signature of late Bishop Philip T. Teah was written by someone and the signatures of Bishop Benjamin Doe-Wion and Minister Othello S. Nimely, Secretary General were scanned and pasted and therefore the document was fraudulent.

The Church having rested with the production of oral and documentary evidence, the appellants took the stand to substantiate their claim.

The appellants' first witness, Co-appellant T. Augustine Nyenswa, testified confirming his employment as Vice Principal for Administration of the appellee's school. He explained that in 2004, Bishop Benjamin Doe-Wion chaired a meeting for the official signing of the memorandum of understanding (MoU) based on the instruction of the late Bishop Philip Tarpeh Teah. He stated that it was his first time meeting Bishop Benjamin Doe-Wion; that Bishop Doe-Wion fully participated in the signing ceremony of the MoU held at the New Jerusalem Temple of Calvary Pentecostal Redemption Church. Co-appellant T. Augustine Nyenswa testified further that the late Bishop Philip Tarpeh Teah was the framer of the memorandum of understanding and also a signatory thereto. He narrated that consistent with the memorandum of understanding, the Church and Bishop Benjamin Doe-Wion had benefited immensely from the school, including the payment to the appellee of the twenty-five (25%) of the proceeds collected from tuition generated in accordance with the MoU. On a number of occasions, the witness said the school had underwritten the payment of Bishop Doe-Wion's school fees at the A.M.E. Zion University, provided him with gasoline,

money for food, and other necessities. The witness exhibited Bishop Doe-Wion's control sheet from the A.M.E. Zion University and other documents. Mr. Nyenswa admitted that they were suspended by Bishop Doe-Wion but they however challenged their suspension on grounds that the Bishop or the Church had no authority to suspend them since the MoU designated the Logan Town Community to manage the school for a period of twenty-five (25) years and that they represented the Community; hence, they are answerable only to the Community. In his testimony, he further stated that in 2008, when Bishop Doe-wion became bishop and was consecrated, he met with the school authorities to discuss issues pertaining to the school and the Church relations, and the minutes was recorded by Mrs. Victoria D. Moore and Victoria Dogblah. Co-appellant T. Augustine Nyenswa further explained that the minutes of that meeting indicated that Bishop Doe-Wion was in possession of all documents to include the deed, original of the MoU and other documents. The Witness also explained that Bishop Doe-Wion pleaded with them in the meeting to give the Church [appellee] its twenty-five percent share of the proceed collected from tuition paid during the first semester, and the second installment payment payable at the end of the second semester; that the appellee's third witness, Victoria D. Moore, was not speaking the truth when she said that she was not present at the meeting when the agreement was made for the community to take over the appellee's school. He asserted that when they took over the School in 2002, it was only a makeshift building which was demolished and a modern high school building was thereafter built by the European Union and non-governmental organizations, including ZOA, etc.

During cross-examination, the following questions were posed to Co-appellant T. Augustine Nyenswa:

**Q.** Mr. Witness, on the direct you answered to a question that the original copy of the purported memorandum of understanding is with the bishop. My question is, are you referring to the bishop that is dead, or the one that is alive?

**A.** We made it clear in our explanation that the original copy of the MoU is with the Church and this statement was reconfirmed during an appointment meeting held between the Church and the School when Bishop Doe-Wion was consecrated as Bishop. In that meeting, he (Bishop) made it clear to all who were in attendance that he had the original copy of the two land deeds of the Calvary Redemption Pentecostal Church and the MoU. Copy of the minutes of that meeting held was recorded by Mrs. Victoria Moore and Miss Victoria Dogbah, which copy we have in our possession.

**Q.** Mr. Witness, the Memorandum of Understanding is between two or more parties, are you telling this court that it was only one original copy that was made available during the signing ceremony?

**A.** Yes, there was one original copy that all parties signed.

**Q.** Mr. Witness, please tell this court at what time was this MoU signed, was it done in the morning hour or in the evening hour?

**A.** Since 2004, I cannot tell whether it was in the morning or the evening, I can only tell this court that it was signed in the church's edifice; that I am sure of.

**Q.** You signed an alleged MoU with the church in which I believe there was a little ceremony, light refreshment and that on that same day you notarized the MoU and the same day you probated the MoU, and on the same day you went and registered the MoU?

**A. We made it clear in our opinion that Bishop Philip T. Teah received the document or MoU after it was signed by both parties so he could do the legal work.**

The appellants' second witness, Co-appellant Ramson W. George, testified that he served as principal of the appellee's school. He explained that he was one of the incorporators of the Articles of Incorporation legally establishing the Church and that he ranks next to the Bishop and Field Superintendent. He explained that he, along with Bishop Benjamin Doe-Wion, Sr. and Victoria D. Moore, other incorporators of the Church, was a signatory to the purported memorandum of understanding. He alleged that Bishop Benjamin Doe-Wion, Sr. has always been noted for undermining him as a junior officer of the Church. He also said as a church, the memorandum of understanding was signed with the Logan Town Community in a ceremony and that he had in his possession pictures evidencing the signing of the MoU. When asked as to why he was suspended, Co-appellant Ramson W. George explained that consistent with the MoU they were obliged to give twenty-five percent (25%) of the proceeds from tuition to the Church. He alleged that Bishop Benjamin Doe-Wion came to him to appeal to the community to increase the percentage due the Church from 25% to 30%. According to the witness, he told the Bishop that being Deacon of the Church he could not go against God's plan. Predicated upon his refusal to increase the Church's percentage, he was suspended by the Board of Trustees, headed by Bishop Benjamin Doe-Wion. The witness said he rejected the suspension since the Church was not clothed with the authority to suspend him consistent with the MoU. He further narrated that the late Bishop Philip T. Teah acquiesced to the making of the MoU and that he the witness had photos of the signing ceremony of the MoU in which the late Bishop Philip T. Teah participated as well as pieces of evidence proving that Bishop Benjamin Doe-Wion received benefits under the agreement. Specifically, the witness explained that they received a letter

from Bishop Benjamin Doe-Wion's school to pay his school fees. The witness further explained that the Church had only a structure that did not represent a school but through the help of the community and based on the MoU, the community wrote project proposals to the European Union and was blessed to have the structure demolished and a modern building constructed. Co-appellant explained that the school will be turned over to the Church after twenty-five (25) years as enshrined in the MoU.

During cross-examination, Co-appellant Ramson W. George was asked the following question:

**Q.** Mr. Witness, are you saying that you are part of the Church and at the same time part of the community and you did not sign for the Church but for the community? That is to say, you are not part of the Church, am I correct?

**A.** Counsel, I am part of the Church but I went to the church as a community member.

**JURY QUESTIONS:**

**Q.** Mr. witness, how will the school be turned over to you in 2001, when the MoU was written in 2004 and where was the MoU from 2010 to 2013?

**A.** Bishop Teah had a meeting with the community; wrote the community to turn the school over to the community and the MoU was for the Church.

The appellants' third witness, Mr. David Sieh, took the stand and testified that he was employed with Firestone Plantations Company but had formerly worked with the appellee's school as Chairman of the Board before his employment with Firestone. Basically he explained that the former principal of the school mismanaged the school, failing to account for the 9<sup>th</sup> Graders WAEC fees and ensuring payment of teachers' salaries. Bishop Philip Teah at the time called upon him, the witness, to quiet a riot by the students who were threatening the Bishop and threatening to destroy his house. He said that he went into the Bishop's compound and managed to pacify the students who then left the compound. Thereafter, the witness said he gave the teachers who were also complaining about their pay some money. The Bishop out of his frustration from the mismanagement of the school and the deplorable condition of the building expressed his desire to close down the school. Mr. Teah said that after he met with the teachers who advised against closing down the school, he met with Bishop Teah whom he advised to turn the school into a public school so some NGO could come in and help. The Bishop accepted his suggestion and appointed him as Chairman of the

Board of the school to handle the affairs of the school. The witness said that he then, in a meeting with the teachers and some community members, took a decision to dissolve the administration of the school and institute a new administration. Co-appellants Ramson George and T. Augustine Nyeswah were appointed principal and Vice Principal for the new administration, respectively. In 2001, the witness said there was no signed agreement between the parties but a gentlemen's agreement between the school administration and the Church. The community and school administration requested that the Church legalize the process to grant the appellants some surety, but up till the time he left to work with Firestone they had not entered an agreement. Mr. David Sieh however testified that Bishop Teah called him and told him that the people (appellants) complaint had been settled and the document (MoU) had been notarized and probated and the Bishop later gave him a copy. Thereafter, the witness stated that the school's administration began to write project proposals, and constructed classrooms through the UNMIL Quick Impact Fund from 2004 to 2006.

On cross examination, the following questions were posed to the witness, David Seah.:

**Q.** Mr. Witness, were you still Chairman of the school Board when this MoU was prepared and executed?

**A.** Yes.

**Q.** Mr. Witness, were you present when the signatures on the alleged MoU were placed there?

**A.** No.

**Q.** Mr. Witness, was this MoU prepared by you?

**A.** No.

**Q.** Mr. Witness, with the exception of the signatures of the late Bishop Teah and Ramson George, you cannot say for sure that the signatures of the rest of the people on the document were put there by those persons who allegedly signed this MoU?

**A.** No.

#### **JURY QUESTION:**

**Q.** Mr. Witness, please tell us when the MoU was written since you were one of the consultants of the late bishop?

**A.** The MoU was written on May 27, 2004.

**Q.** Mr. Witness, since you were one of the recipients of the MoU from the late Bishop, I believe you read the MoU, apart from those from the church who signed it, did any community member sign?

**A.** Three persons signed from the church but those from the community I do not know them.

**Q.** Mr. Witness, please tell us by explaining how you were given one of the copy of the MoU when one of your colleagues testified that the MoU was only a copy that is why the community did not have theirs, and who were you at the time in the church that guaranteed the bishop to give you the copy not his successor?

**A.** I got photocopy of the MoU not the original. I was member of the church, I was ordinary member.

Both parties having rested with production of oral and documentary evidence, the trial jury was duly charged by the judge. The jury after its deliberation returned in open court with a unanimous verdict of liable against the appellants.

While the court's final ruling was pending, counsels for appellants filed a seven-count motion for new trial and the motion was resisted by the appellee. The lower court ruled denying the motion for new trial, holding that it was reluctant to disturb the verdict of the trial jury.

Thereafter, the lower court rendered its judgment, ordering the purported memorandum of understanding cancelled, the appellants and all those under their scope of authority ousted, evicted and ejected from the school and its premises; that a writ of possession be issued, placing the Church in possession of the said premises, including the proceeds therefrom. The court further held that the Church be awarded general damages in the amount of US\$ 10,000.00 for the illegal withholding of its property by the appellants as well as the misuse of resources from the school.

The appellants excepted to the court's final judgment and appealed therefrom to the Supreme Court. Subsequently, the appellants tendered a thirty-seven-count bill of exceptions for an appellate review to this Court.

The issue that the Court is confronted with for review is whether fraud as alleged by the Church was established to warrant the cancellation of the purported MoU; in other words, is the verdict of the empanelled jury, as well as the final judgment entered by the lower court in keeping with the evidence of fraud adduced at trial?

These proceedings were instituted by the appellee, the New Jerusalem Church, which alleged that the MoU which the appellants proffered in challenge to their suspension, and which set them up as administrators of the appellee's school to appellee's exclusion for twenty five years was a product of fraud. The Church says that as owner of the Elder John Massy School, it knew that the co-appellants were their employees but it was not until the co-appellants were suspended due to their failure to comply with

the appellee's commissioned audit that the co-appellants raised the issue of a MoU said to have been entered between the Church and the Logan Town Community, turning the administration of the school to the community for twenty five years. Under the circumstances, the co-appellants contended that they were answerable to the Logan Town Community and not the Church and that the Church had no authority to suspended them.

The Church contends that the MoU was never executed by the Church; that the signatures thereon, purporting to be officers of the Church and the late Bishop Teah, were forged, and that the current signatures of Bishop, Benjamin Doe-Wion, Sr. and Othello Nimely were pasted. In substantiating its claim, the Church provided witnesses who testified that the MoU was never heard of, even though the appellants claimed it was executed in 2004, and that the logo on the letterhead on which the purported MoU was executed was never in existence during the life of the late Bishop Philip T. Teah, the time they claimed the MoU was executed. The logo, the Church says, was introduced in 2010 during the reign of the current Bishop Benjamin Doe-Wion, Sr. The Appellee Church also says that their entire records are void of any indication or copy of the purported MoU which makes its existence impossible since all of the documents of the Church which were in the possession of the late Bishop Philip T. Teah were turned over to the current Bishop Doe-Wion, Sr. The appellee also argued that the purported MoU proffered by the appellants was a photocopy which falls short of the requirement to prove the genuineness of a document within our jurisdiction under the best evidence rule. Hence they prayed for its cancellation.

This Court has held that fraud need not be proved directly but may be presumed from the circumstances surrounding the transaction (*Harmon v. R.L.*, 24 LLR 176 181 (1975); *NPA v. Wilson and the Board of General Appeals*, 34 LLR 52, 58 (1986).

Appellant T. Augustine Nyenswa testified that the copy of the MoU they proffered and relied upon was executed at a ceremony of the Church, in the Church's edifice on May 27, 2004, between the Church and the Logan Town Community as parties, and that it was only one copy of the MoU signed and turned over to the late Bishop Teah "to do the legal work". We assume then that the late bishop Teah notarized, probated the MoU and recorded it at the archives. Appellants also claim that they do not have the original copy of the MoU because it was left with Bishop Teah and as such, it must be in the possession of the Church since all documents surrounding the Church that

were in the possession of late Bishop Teah were turned over to the Church when Bishop Teah died.

This Court wonders how the community could have entered and signed a MoU taking over the management of the Church's school but makes only one (1) copy for the Church. The photocopy of the MoU presented by the appellants is placed on the Church's letterhead with its logo printed thereon; the Church alleges that the photocopy of the MoU is fraudulent since the letterhead with the Church's logo was not in existence at the time Bishop Teah was alive and whom the appellants alleged the Logan Town Community had entered the MoU with. Count 4 of the appellee's petition for cancellation of the MoU reads:

4. Further to count three (3) above, petitioner contends and says that the logo on the letter head of the MoU, purportedly signed in 2004, was never in existence during the life of the late Bishop. It was in 2010, during the reign of the current Bishop Doe-Wion that said logo on the letter head were introduced and began to be in use. This the petitioner stands ready to prove during trial.

The appellants in their returns failed to specifically refute this damning allegation but responded in their returns as follows:

5. That, Respondents say as to count (4) of the Petitioner's Petition, and incorporating counts (1) thru (4) of respondents' returns, said count (4) should be ignored and dismissed, and that the respondents should not be disturbed. Hence, the entire petition should be dismissed, needless to say, count (4) thereof.

Our Civil Procedure Code 1:9.8(3) states that averments in a pleading to which a responsive pleading is required are deemed admitted when not denied in the responsive pleading. In this case, the appellants failed to deny this specific allegation that the logo was not in existence at the time Bishop Teah was alive. Therefore the appellants' failure to deny this specific allegation is deemed as an admission.

Further, our perusal of the photocopy on the case file which was proffered by the appellants presents an interesting development. The photocopy of the MoU carries a notary certificate on the face of the MoU evidencing that the MoU was presented to be notarized on May 27, 2004, the same day the MoU was executed, but the probate and registration cover of the photocopy of the MoU presented into evidence by the appellants shows that the document was notarized, probated and recorded at the archives, all on the same day, August 21, 2013. We note that this took place the day after the Co-appellants T. Augustine Nyenswa and Ramsey George wrote Bishop Doe-Wion, Sr. challenging their suspension by the Church.

The contradictions in the date of the notary certificate, the date of the rest of the other legal instruments, the notary stamp, the probate and recording dates are troubling and grossly undermines appellants' ability to meet the burden of proof, establishing that the MoU was executed, and that the photocopy represents the same and exact copy of the original MoU which was supposedly left with the Church. If the sole copy of the MoU was in the possession of Bishop Teah, as claimed by the appellants, and it was Bishop Teah, according to appellant Nyenswa, who the MoU was turned over to, to do the legal work, then appellants are simply saying that the late Bishop Teah who die in 2007 rose from the dead in 2013 to notarize, probate and record the MoU. We don't need extraterrestrial, extraordinary and supernatural intelligence to determine that the late Bishop Teah could not have risen from the dead even though he was a man of God. This Court is not persuaded that a document could be notarized, probated and recorded at the archive in one day. In fact, this is against the rules of the Monthly and Probate Court in probating and registering instruments of title. That rules provides:

"All instruments, documents and other papers other than wills, necessary to be probated, shall be ordered in open court and recorded by the clerk in the minutes of the day's sitting; after which it shall be bulletined for at least three (3) days in the local daily newspaper of general circulation, before being cried by the sheriff. This order shall only be in the absence of objections interposed to the probation of the document. In case of objection given orally, time will be allowed as in the case of caveats, for written objections to be filed in keeping with the statute. Bulletin of these matters shall be placarded on the door of the courthouse for the required three (3) days, to give public notice to the profferer's intention"

We agree with the judgment of the lower court, that from the totality of the evidence, fraud was indeed perpetrated in procuring the MoU that the appellant presented. Of the evidence presented, three signatories of persons on the purported MoU representing the Appellee Church, one is dead, and the other two says that their signatures were pasted and that the dead one's signature was forged; though the appellants' third witness, David Sieh testified that the late Bishop Teah called him stating that the document had been notarized and probated and later gave him a photocopy, and which copy was presented into evidence by the appellants, the appellants do not deny that the photocopy presented into evidence is drawn on the Church's Letterhead which carries the Church's logo; that this logo did not come into existence until after Bishop Teah died and Bishop Wion introduced same

while serving as Bishop of the Church; that also no one else in the Church can bear witness to the ceremony held for the signing of the MoU.

We also take note that this action was instituted by the Church against the appellants who are individual citizens and employees of the Church running the school for the Church, and not in their representative capacities as members of the Logan Town Community. However the appellants have strenuously contended that the Church entered the MoU leasing the school premises to the Logan Town Community and not them (the individuals named in the action). But during the trial of the case before the lower court, the appellants did not cause the Logan Town Community to intervene in the matter as the alleged real party of interest; neither did the appellants produce a single witness from the Logan Town Community to testify that indeed the Church did enter the purported MoU with the Community.

This Court has held that "to establish fraud, it is not necessary to prove it by direct and positive evidence, circumstances altogether inclusive, if separately considered, may by their number and joint operation be sufficient to constitute conclusive proof" (*Sirleaf v. Azar et al*, 21LLR 221, 225 (1972)). The Court has also held that " fraud is a generic term which embraces all the multifarious means which human ingenuity can desire and are resorted to by one individual to gain an advantage over another by false suggestions or by suppression of the truth. In its general or generic sense, it comprises all acts, omissions and concealments involving a breach of legal or equitable duty and resulting to damage to another. Fraud has also been defined as any cunning deception or artifice used to circumvent, cheat or deceive another" (*Jallah v. Jallah et al*. Supreme Court Opinion, October Term, A.D. 2015; *Wilson v. Firestone*, 34 LLR 134, 143 (1986)).

Appellants contend that predicated upon the MoU they solicited aid from non-governmental organizations and other individuals which culminated into the renovation and the expansion of the school's infrastructure as well as the elevation of the school from elementary to senior high. Appellants asserted further that the school has since been maintained by them and teachers are being paid regularly and on time without the knowledge of the appellee. Appellants argue that the fact that the appellee is not aware how the school is managed, including whether it has a bank account, is an indication that the appellee was aware of the MoU and was duly abiding by same.

The Appellee Church insists that though it was not involved with the day to day administration of the school, it was still the Church's property and that

the appellants were under obligation to report to the Church on the administration of the school.

It is obvious that when managing an institution there would be some improvements over the years. In fact, that is expected of a good management team. It is also obvious that while managing the institution on behalf of the Church, the Church would benefit on its investment. Therefore it cannot be construed that the appellee having received benefits under the MoU, it cannot repudiate the MoU for want of fraud suspending its ownership of its school for twenty-five (25) years. The evidence in this case reveals that the Church permitted the appellants exclusive right to manage the Church's school. The appellee's awareness and assent ratifying the appellants' exclusive right to manage the school does not explicitly mean the Church consented to or entered an arrangement transferring its ownership of the school to the appellants or the Logan Town Community for a period of twenty five years as alleged by the appellants.

In fact, if the co-appellants knew that they were operating under the alleged MoU and had complete control of the appellee's school for twenty five years, why did they subject themselves to submit a report to the appellee on the status of the school? It was only when the co-appellants appeared and made their report which the appellee rejected and took action suspending the co-appellants did they claim the school's right to autonomy outside the appellee control under an MoU. If the school was exclusively turned over to the community to be a public school for twenty five years, to whom does the school administrators report, or are subject to report? Are there other representatives of the community in this controversy, besides the appellants? Can the co-appellants, who were direct administrators of the school before the alleged MoU was entered into and who are said to have initiated the autonomy of the school for its success by entering an alleged agreement with the community, represent the community in this matter to the exclusion of a formal leadership structure? The records of the case is void of anyone from the Logan Town Community testifying to the appellee having entered an agreement turning the school over to the community for twenty-five (25) years and thereby verifying the photocopy of the purported MoU proffered by the appellants.

The trial judge pursuant to the verdict of the jurors, who are judges of the facts, affirmed the jury's verdict ruling finding the MoU fraudulent and thereby ruled cancelling it. It is the law extant that the jury is the exclusive judge of the evidence, and must in reason be the exclusive judge as to what

constitutes the preponderance of evidence: ( *American Life Insurance Company, Inc. v. Holder*, 29 LLR 143, 165 (1981); *Liberia Tractor and Equipment Company v. Perry*, 38 LLR 119, 127 (1995); *Morris v. Diggs*, Supreme Court Opinion, March Term, A.D. 2011; *A. Polo Harris v. Cavalla Rubber Corporation*, Supreme Court Opinion October Term, A.D 2012.

Accordingly, where the lower court has based its judgment on the verdict of the jury, who after due consideration of the evidence had reached a conclusion, this Court, after a review of the records, sees no reason to overturn the jury's verdict and the judgment of the lower court. Therefore, the lower court's holding, ordering the purported memorandum of understanding of May 27, 2004, cancelled and upholding the suspension of the co-appellants by the appellee is affirmed. The Co-appellants Ramson W. George and T. Augustine Nyenswa are ordered to relinquish the administration and all assets of the school to the Appellee Church with immediate effect, paying to the Church Ten Thousand United States Dollars (US\$10,000) as general damages for their (appellants) illegal withholding of the Church's property and the misused of resources from the Church's school. The tuition fees placed in an escrow account created by order of the trial court is hereby ordered released to the appellee. Costs of these proceedings are ruled against the appellants. AND IT IS HEREBY SO ORDERED.

**WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLORS THOMPSON N. JARGBA OF THE JARGBA AND JARGBA, INC., AND SYLVESTER D. RENNIE OF THE LEGAL WATCH, INC. APPEARED FOR THE APPELLANT. COUNSELLOR COOPER KRAUH OF THE HENRIES LAW FIRM APPEARED FOR THE APPELLEE.**