

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA
SITTING IN ITS MARCH TERM, A.D. 2026

BEFORE HIS HONOR: YAMIE QUIQUI GBEISAY, SRCHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE
BEFORE HIS HONOR: YUSSIF D. KABA.....ASSOCIATE JUSTICE
BEFORE HER HONOR: CEATNEH D. CLINTON JOHNSON.....ASSOCIATE JUSTICE
BEFORE HIS HONOR: BOAKAI N. KANNEH.....ASSOCIATE JUSTICE

Jeda Tor Estate, by and thru its heirs, Oldman Gbekar Davis,)
Ma. Pandora Brown, Mme. Jartu Massaquoi, Mme. Marcia Swen,)
Oldman D. Tweh, and their appointed Administrators, Daniel K.)
Tor and Natt Wayne, all of Monrovia, Liberia.....Appellant)

Versus

) APPEAL
)

Monrovia Breweries, Inc. , represented by its Acting Managing)
Director, Christopher Jud & all persons acting under his authority,)
also of Monrovia, Liberia.....Appellee)

GROWING OUT OF THE CASE:

Jeda Tor Estate, by and thru its heirs, Oldman Gbekar Davis,)
Ma. Pandora Brown, Mme. Jartu Massaquoi, Mme. Marcia Swen,)
Oldman D. Tweh, and their appointed Administrators, Daniel K.)
Tor and Natt Wayne, all of Monrovia, Liberia.....Petitioner)

Versus

) PETITION FOR THE
) CANCELLATION OF
) LEASE AGREEMENT

Monrovia Breweries, Inc. , represented by its Acting Managing)
Director, Christopher Jud & all persons acting under his authority,)
also of Monrovia, Liberia.....Respondent)

HEARD: April 2, 2026

DECIDED: May 21, 2026

MR. CHIEF JUSTICE GBEISAY DELIVERED THE OPINION OF THE COURT

This case is on appeal from the Final Judgment of the Sixth Judicial Circuit Civil Law Court Annex for Montserrado County sitting in its June Term 2026 presided over by His Honor Sheaplor R. Dunbar. The Trial Court entered judgment in favor of the Respondent, Monrovia Breweries, Inc. (MBI) denying and dismissing the Petition for Cancellation of Lease Agreement filed by the Petitioner, the Jeda Tor Estate.

The Petitioner, being dissatisfied with this Final Judgment, perfected its appeal to the Honorable Supreme Court of Liberia within statutory time and the case was docketed and

accordingly heard. Both parties filed their respective Legal Briefs raising various issues and presented oral argument to the Honorable Supreme Court of Liberia *en banc*.

Before going further, we deem it necessary to recite the salient facts in order to properly lend support to our conclusion.

The facts as certified from the records show that the appellant by and thru its heirs and administrators filed a petition for the cancellation of a 2006 Addendum to a lease agreement allegedly executed by petitioner and the appellee. The appellant filed a petition for the cancellation of lease alleging that it is the owner of a parcel of land on which the appellee has its factory and offices and that the lease agreement was entered into on May 23, 2002, for a period of twenty (20) years to end on May 22, 2022; that the lease agreement between the parties expired on May 22, 2022 but the appellee has since failed to evacuate the land and when approached by the appellant to leave the property, the appellee refused on grounds that the lease agreement was renewed or extended for a further period of twenty-one (21) years, that is from 2022-2043, by Oldman Gbekar Davis and Mrs. Elizabeth Jappah Tor on behalf of the appellant; that this is untrue as Oldman Gbekar Davis denied ever renewing or extending the said lease agreement as that what appears to be his signature on the purported lease agreement is a misrepresentation of the truth as he did not sign any extended lease agreement or amendment to any lease agreement; moreover, Mrs. Elizabeth Jappah Tor passed away on September 21, 2006, and prior to her passing, she was very ill and bed-ridden and therefore, she could not have signed the purported new or extended lease agreement; that to his (Oldman Gbekar Davis) greatest amazement, he later realized that the estate's lawyer at the time, Cllr. Snonsio Nigba, who was recommended to him by Cllr. Augustine Chea, was a friend of Cllr. Augustine Chea; that his signature was fictitiously inserted in a purported lease agreement that runs up to 2043; that he (Oldman Gbekar Davis), signed receipts to collect annual rent under the guidance of his then lawyer, Cllr. Snonsio Nigba, who was recommended to him by Cllr. Augustine Chea, the then general counsel of the appellee; that Cllr. Chea did not disclose to him that Cllr. Nigba was a former employee of Sherman & Sherman Inc., who is the legal representative of the appellee and that whatever signature on the purported extended lease agreement was not his signature and neither the signature of Mrs. Elizabeth Jappa Tor and the said extension is fraudulent and must be stricken.

The appellee filed its response basically denying the appellant's allegation that the addendum to the lease was a product of fraud as the addendum to the lease was negotiated by the parties and executed on July 28, 2006, extending the lease period for an additional twenty-

one years, that is from May 22, 2022 to May 21, 2043, and this addendum was executed validly by Mr. Weah Gbekar Davis and Mrs. Elizabeth Jappah Tor on July 28, 2006 and witnessed by the legal counsel of the estate; moreover, the appellant is estopped legally from questioning the validity of the 2006 addendum as the appellant has received benefits under the very addendum to the agreement it is seeking to cancel.

The appellant filed its reply basically reiterating the same counts in its petition. Thereafter, pleadings rested and the disposition of law issues was held and the matter was ruled to trial on its merits.

During the trial, appellant produced three general witnesses and two rebuttal witnesses, while the appellee produced four general witnesses. After the production of oral and documentary evidence by both parties, the court rendered a final ruling on September 5, 2025, in favor of the appellee, thereby denying the petition for cancellation as filed by the appellant. The appellant excepted to this ruling and announced an appeal to this Court. Thereafter, the appellant tendered a Bill of Exceptions consisting of eighteen (18) counts and thereafter presented in its Legal Brief three issues for our determination.

The first question submitted by the Appellant to be decided by this Court is whether or not the Appellant proved its case by a preponderance of the evidence to warrant the entry of judgment in favor of the Appellant?

Whether or not Cancellation will lie where the validity of the lease agreement relied on by the Respondent has been successfully challenged by the appellant and where the validity of said lease rest on the alleged signatures of Madam Elizabeth Jappah Toh and Oldman Gbekar Davies who has denied ever signing the purported extension or renewal of said Lease Agreement on behalf of the Jeda Tor Estate?

Whether or not the trial judge committed reversible error when he ruled denying cancellation of the addendum to the lease agreement of July 28, 2006?

We have determined that the first issue will be answered as we discuss the second and third issues. Further, we shall address the second issue before reaching the third and final issue. In order to answer the two questions presented to us by the appellant we shall take recourse to the evidence adduced at the trial.

First of all, the appellant has asked us to determine whether or not cancellation will lie where the validity of the lease agreement relied on by the appellee has been successfully challenged

by the Petitioner and where the validity of said lease rest on the alleged signatures of Madam Elizabeth Jappah Toh and Oldman Gbekar Davies who has denied ever signing the purported extension or renewal of said Lease Agreement on behalf of the Jeda Tor Estate?

The subject matter of the case concerns itself with the validity of a certain Lease Agreement alleged to have been signed and entered into on July 28th, 2006, to take effect on May 22, 2022, and due to expire on May 22, 2043.

The crux of the dispute between the parties is that the appellant is contending that the subject Lease Agreement is not valid and is fraudulent because it was not signed by the persons whose names appear as Administrators for the appellant. On the other hand, the appellee is contending that the subject Lease Agreement is valid because the two Administrators whose names appear as signatories actually signed the said Agreement.

It is noteworthy that at the time this subject agreement is alleged to have been signed on July 28, 2006, the parties had earlier signed and entered into a new Lease Agreement dated September 18, 2000, as a replacement or extension of a previous Lease Agreement dated June 7, 1980, which was due to expire in 2001. In other words, when the Lease Agreement, now subject of this case, was said to have been executed on July 28, 2006, there was a valid Lease Agreement already in existence dated September 18, 2000, which took effect May 22, 2001, extending into May 22, 2022.

The decision in this case is to determine whether or not Madam Elizabeth Jappah Tor and Mr. Weah Gbekar Davies actually signed the disputed Lease Agreement of July 28, 2006. If our determination finds that these two Administrators did sign the said agreement, then cancellation will not lie; if, on the other hand, it is our determination that the said two administrators did not sign the alleged Agreement, then cancellation will lie.

On the part of the appellant, its witnesses testified that Madam Elizabeth Jappah Tor took sick in June of 2006 and died in September 2006 and during that period she too sick and helpless and even bed-ridden that it was not possible for her to even sit up for her to have been able to sign the subject Lease Agreement. The star witness on this issue was Madam Ernestine Fahnbulleh, who identified herself as a grand-daughter of Madam Elizabeth Jappah Tor. This witness testified that she had to stop going to school in order to take care of her grandmother; she stated that her grandmother was bed-ridden and helpless during the period of her illness, June to September 2006 and her grandmother could not have signed and, in fact, did not sign the purported Lease Agreement in July 2006.

In contrast, the appellee produced two witnesses, in persons of Cllr. Augustine Chie and Cllr. Snonsio E. Nigba, both of whom testified that Madam Elizabeth Jappah Tor was never sick during that period and did indeed sign the said Lease Agreement personally in their presence.

The appellant produced two rebuttal witnesses in persons Ms. Ernestine Fahnbulleh and Mr. Waka Davis, both of whom reaffirmed that Madam Elizabeth Jappah Tor was actually sick and did not sign the subject Lease Agreement. The Court takes note of the testimony of witness Waka Davis who further testified that a close look at the signatures attributed to Madam Elizabeth Jappah Tor on the two Lease Agreement, the first dated September 18, 2000 and the second July 28, 2006, it will be observed that the two thumb prints said to be those of Madam Elizabeth Jappah Tor are markedly different, in that, one thumb print is short, thick and round while the other thumb print is long and slender. This witness said that one person cannot have two different thumb prints on the same finger.

As to Administrator Weah Gbekar Davies, he appeared in court in person and testified on his own behalf for the appellant. He told the Court that he did not at any time or at any place sign the subject Lease Agreement. This witness testified that what he remembered is that on one occasion when he went to the appellee's office to sign for and receive the lease rental under the Lease Agreement of September 18, 2000 which took effect on May 22, 2001, ending on May 22, 2022, a person he called a WHITE MAN asked him to help him, the WHITE MAN by extending the Lease Agreement for another period and he told the WHITE MAN he needed to consult with other family members to get their consent and that he would come back to the WHITE MAN but he never did.

This witness also testified, in support of his denial that he had signed the subject Lease Agreement of July 28, 2006, that the hand writing on the subject Lease Agreement is not his handwriting because he usually starts writing his name using manuscript with the first letter of his name and the other letters in his name are written in cursive.

On the other hand, the appellee produced the same two witnesses, in persons of Cllr. Augustine Chie and Cllr. Snonsio E. Nigba, again who testified that in their presence Mr. Weah Gbekar Davies signed the Lease Agreement in the office of the Respondent's General Manager.

Again, the appellant brought Mr. Weah Gbekar Davies back to the stand as a rebuttal witness. On rebuttal, witness Weah Gbekar Davies denied ever signing the subject Lease Agreement

and repeated his method or manner of writing his name, which is completely different from the handwriting on the subject Lease Agreement.

On the issue of the signatures appearing on the subject Lease Agreement to be those of Madam Elizabeth Jappah Tor and Mr. Weah Gbekar Davies, the Court says it is inclined to agree with the appellant that the signatures appearing on the subject Lease Agreement are not those of Madam Elizabeth Jappah Tor and Mr. Weah Gbekar Davies. The Court observes that Ms. Ernestine Fahnbulleh testified from personal experience and told the court that if her Grandmother were to have signed the said Lease Agreement at the time appellee claims that the said Agreement was signed, then she, Ms. Ernestine Fahnbulleh would have known about it and would have been present to see it take place because at all material times she was always with her grandmother. This testimony, both on the direct examination and on rebuttal, was corroborated by witness Waka Davies and was not overcome by the evidence of the appellee.

Still on the signature of Madam Elizabeth Jappah Tor, the Court takes note of the testimony of witness Waka Davies in which he describes the thumb prints alleged to be those of Madam Elizabeth Jappah Tor on two different Lease Agreements, both of which signatures/thumb prints are completely different from each other. The Court observes that the appellee did not comment on and seek to refute or rebut or disprove the description of the two signatures being different from one another. Our Law provides that failure to deny is an admission and that such admission will operate against the party so admitting. Civil Procedure Law Chapter Rev. Code 1:9.8.

Also, the testimony of witness Weah Gbekar Davies on his own behalf, again on the direct examination and also on rebuttal, was not overcome by evidence produced by the appellee.

The Court therefore is satisfied that the appellant sufficiently met its burden of proof denying that signatures appearing on the subject Lease Agreement were the genuine signatures of Madam Elizabeth Jappah Tor and Mr. Weah Gbekar Davies. The Court therefore holds that cancellation will lie in the instant case.

We now turn our attention to the next issue presented to the Court to be considered, which is, whether or not the Trial Judge His Honor Scheaplor R. Dunbar committed reversible error when he ruled denying Cancellation of the fraudulent Lease Agreement of July 28, 2006, notwithstanding that appellant proved its case by a preponderance of the evidence and

thereby justifying why the said Lease Agreement should be cancelled, and in the ruling the trial judge relied on facts not presented by the appellee?

The court, from this question observes two subjects, namely, (a.) that the petitioner had proven its case by sufficient evidence and (b.) that the judge in ruling relied on facts not raised by the parties.

On the first part of the above question relating to the petitioner having proved its case, we have already in the earlier portion in this Opinion found and held that the appellant did prove its case by sufficient evidence in denial of the genuineness of the signatures attributed to the appellant's two administrators.

As to the second portion of the question relating to the judge basing his ruling on fact not raised by the parties, the Court observes that the judge held that he could not cancel the agreement because the appellant had received benefit under the lease agreement subject of the cancellation proceedings.

We note that the payments referred to by the judge as benefits received by the appellant are said to be lease rentals due and payable under the subject Lease Agreement dated July 28, 2006. This Court also notes that the subject lease agreement should have taken effect on May 22, 2022, and would expire in the year 2043. We also note that during the pendency of this future Agreement ending 2043, there is a present agreement already in force and running from May 22, 2001, due to end on May 22, 2022. It is to be noted also that the current agreement of 2001 to 2022 being current for which lease rental are due and payable, the question is, why would payments be made under a future agreement while there is a present Agreement currently in force? Further to this, another question is whether or not the respondent/appellee was paying rentals under both the current and the future lease agreement and if so, under what parity of reasoning?

The evidence is not clear to establish that the appellee was paying both lease rentals at the same time under both the current and the future lease agreement. The evidence did not state that the future lease agreement of July 28, 2006, ending May 22, 2043, took immediate effect and served as a replacement of the current agreement of September 18, 2001, ending May 22, 2022. The evidence also does not establish that the two agreements, the current and future agreements, ran side by side or co-existed. The doubts resulting from these uncertainties must operate for the benefit of the appellant, especially considering that all these

lease agreements were drafted by the appellee and presented to the appellant and supposedly signed by the appellant.

It is the Law of Contracts that where doubts, uncertainties or ambiguities exist in, or result from interpretation of written contracts, such doubts, uncertainties or ambiguities will be interpreted against the party that drew up or drafted the contract and for the benefit of the other party to whom it was presented for signature. In this instant case both the Lease Agreement of September 18, 2000, ending May 22, 2022, and the future Lease Agreement dated July 28, 2006 ending May 22, 2043, were both drafted and drawn up by the appellee, and so if there is any doubt, uncertainty or ambiguity, the same must operate in favor of the appellant and against the appellee.

Still on the issue of payment of lease rental by the appellee to the appellant, it is observed that the appellee produced one witness in person of Madam Helena Tweh, who was introduced as a grandchild of Jeda Tor and a niece to Madam Elizabeth Jappah Tor and Mr. Daniel Tor, Sr. This witness was said to be an Administrator of the Estate under the subject Lease Agreement which was alleged to have been signed on July 28, 2006, while the current agreement signed by the appellant on September 18, 2000, which ended on May 22, 2022 was still valid and the Administrators who signed the current Agreement ending 2022 were still alive and were still Administrators. The same two Administrators are alleged to have also signed the future Lease Agreement ending 2043 still as Administrators.

According to appellant's witnesses, the present Administrators who filed this suit, in persons of Mr. Natt Waye and Mr. Daniel K. Tor Jr., became Administrators in 2019 when Mr. Weah Gbekar Davies retired or was replaced.

However, while on the direct examination, appellee's witness Madam Helena Tweh testified that upon the death of Madam Elizabeth Jappah Tor, Ms. Bendu Johnson was appointed Administrator to replace Madam Elizabeth Jappah Tor. This witness also testified that she, Samie Toe and Denise Tor were appointed Administrators in 2017 and remained in office until 2020, and that during this period they received rents from the Respondent for the Estate.

We note that this witness, Helena Tweh did not state the period for which she received the rent and under which Lease Agreement, that is to say, whether the current Agreement ending 2022 or the future Agreement ending 2043. However, the Court notes that witness Helena Tweh testified that she and other people became Administrators in 2017 and left office in 2020, while appellant's witness Mr. Natt Waye testified that he became Administrator in 2019.

The appellee also failed to proffer any evidence to show that Helena was ever appointed as administrator of the estate in question at any time. Whichever way it goes, that is, whether under the current Agreement ending 2022 or the future Agreement ending 2043, the evidence does not establish that the appellee has paid or did pay any rent to the Estate since Helena Tweh left office as an Administrator allegedly in 2020 or since 2019 when Natt Waye became administrator.

In either or both scenarios, the appellee is still indebted to the appellant for the period May 22, 2022, up to and including May 22, 2026, a period of four (4) years since the current agreement expired.

Having exhausted the discussion of the issues raised by the appellant in its appeal to this Honorable Court, it is therefore the holding of this court that the appellant provided sufficient evidence to support its claim that the Lease Agreement of July 28, 2006 ending May 22, 2043 is illegal as the signatures alleged to be those of Madam Elizabeth Jappah Tor and Mr. Weah Gbekar Davies was falsified thereby rendering the said Lease Agreement subject to cancellation. This court also holds that the failure of the appellee to pay rent when due to the appellant constitutes a violation or a material breach of the said Lease Agreement. Further, considering that the current Lease of September 18, 2000, ending May 22, 2022, has ended and was not renewed, it means that the occupancy of appellant's property by the appellee is illegal.

This Court further finds that even assuming that the July 28, 2006, lease agreement was lawfully executed, which is not the case, yet the appellee would be in violation of said lease agreement, having paid the said lease rentals to the wrong person or persons who were not administrators or authorized, which therefore constitutes a violation of the Lease Agreement.

For all the reasons stated herein, it is the holding of this court that cancellation will lie and that the said Lease Agreement of July 28, 2006, ending, May 22, 2043, is hereby ordered cancelled, set aside, nullified and declared invalid and of no legal force and effect. The appellee is hereby ordered to pay to the appellant the amount of Forty-Four Thousand United States Dollars (US\$44,000.00) which is the equivalent of four (4) years Lease rental at the rate of Eleven Thousand United States Dollars (US\$11,000.00) per annum, calculated under the current Lease Agreement of September 18, 2000, which expired on May 22, 2022.

Further to this, the appellant has argued that it is entitled general damages from the appellee for the wrongful withholding its land and employing tricks and deception to cheat it out of its

lawful property and not pay for the use thereof, under the pretense of a purported addendum to the lease agreement without paying any rent under the alleged extended lease agreement.

Generally, damages attached as pecuniary compensation or indemnity which may be recovered in the courts by persons who have suffered loss, detriment or injury, whether to his person, property, or rights, through the unlawful act or omission or negligence of another. General damages are those which are the natural and necessary result of the wrongful act or omission asserted as the foundation of liability. *Firestone Liberia, Inc. v. G. Garlimah Kollie*, Supreme Court Opinion, March Term 2012; *Lonestar Cell Corp. v. Wright*, Supreme Court Opinion, March Term 2014; *Air Maroc, Inc., v. Cllr. Finley Y. Karringa*, Supreme Court Opinion, March Term 2022.

The act of depriving a person of his or her property by means of illegal occupancy and wrongful withholding, entitles the affected party to recovery of general damages as a matter of law; notwithstanding, it is a legal requirement that a plaintiff presents proof to warrant the scale of the award of damages. The appellant has proven that its land was illegally occupied during the said period by the appellee under an addendum to the lease agreement which we have found to be fraudulent and that during this period, the appellant was denied of using it property or benefitting from it thereof, and this caused the appellant inconveniences, anguish and humiliation that is impracticable to measure in tangible terms, therefore general, punitive and compensatory damages will lie.

Based upon our findings herein, it is our considered opinion that the appellee is liable to pay the appellant general, punitive and compensatory damages in the amount of Five Hundred Thousand United States Dollars (US\$500,000.00, for the wrongful withholding of appellant's property for years.

It is that the original lease ending May 22, 2022, has already expired and that the future lease ending 2043 has herein been declared invalid and ordered cancelled and nullified. This court cites for reliance the case: *Boima Lartey et al, purported surviving heirs and descendants of the late Chief Murphy, v. Alhaji Vamuvah Corneh, et al*, 36 LLR 255, 257 (1989).

Applying this holding in the cited case to the facts in this instant case, this court says that since the Lease Agreement of July 28, 2006, ending 2043 has been cancelled and nullified, and also since the erstwhile valid Lease Agreement of September 18, 2000, ending May 22, 2022, has already expired, this leaves the appellee without any legal basis for remaining on the appellant's property and that the appellant, being the Title Holder of the subject property

and its deed remaining the only valid title instrument of the subject property, the appellant has the right to determine the present and future occupancy of its property, as there cannot be a vacuum created in the right of possession and occupancy of the appellant's property.

In the cited case, the Supreme Court held that possession and occupancy cannot be held in a vacuum, therefore, where a deed had been cancelled, the existing deed is the deed controlling.

The court says this is a petition for cancellation of a lease agreement and not an action of ejectment and the court says where cancellation of lease is ordered, the judgment will be applicable only to the land covered by the lease thus cancelled and will not extend to property (ies) not covered by the said lease agreement.

Accordingly, it is the holding of this court that this judgment will not touch the merits of the claim of the appellant in respect of appellant's extra land, but the court hereby declares that the appellant has adequate remedy at law to pursue its rights regarding its extra land wrongfully occupied by the appellee and not covered by the lease agreement.

WHEREFORE AND IN VIEW OF THE FOREGOING, the ruling of the trial court is hereby reversed, the lease agreement subject of the dispute is hereby cancelled, nullified and made null and void to all legal intents and purposes. The Clerk of this Court is hereby ordered to send a Mandate to the court below commanding the judge presiding therein to resume Jurisdiction and give effect to this Judgment. Costs are ruled against the appellee. IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLOR M. WILKINS WRIGHT APPEARED FOR THE APPELLANT. COUNSELLOR ALBERT S. SIMS APPEARED FOR THE APPELLEE.

Reversed.