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

BEFORE HIS HONOR: YAMIE QUIQUI GBEISAY, SR. .... CHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE .... ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA .... ASSOCIATE JUSTICE
BEFORE HER HONOR : CEAINEH D. CLINTON-JOHNSON ... ASSOCIATE JUSTICE
BEFORE HIS HONOR: BOAKAI N. KANNEH....................... ASSOCIATE JUSTICE

The Intestate Estate of Joseph V. Gaye, Sr., by and thru its Administrators, Stanton V. Gaye, Victoria Gaye, George Giah and Sammie Peter Pual, of the city of Monrovia, Montserrado County, Republic of Liberia......... Appellant	APPEAL
Versus	
Stephanie Audrey Kpoto, of the city of Monrovia, Republic of Liberia .... Appellee	

GROWING OUT OF THE CASE:

Stephanie Audrey Kpoto, of the city of Monrovia, Republic of Liberia....................... Petitioner	PETITION FOR SPECIFIC PERFORMANCE
Versus	
The Intestate Estate of Joseph V. Gaye, Sr., by and thru its Administrators, Stanton V. Gaye, Victoria Gaye, George Giah and Sammie Peter Pual, of the city of Monrovia, Montserrado County, Republic of Liberia.......... Respondent	

Heard: March 31, 2026 Decided: May 21, 2026

MR. JUSTICE KABA DELIVERED THE OPINION OF THE COURT

The appellee, Stephanie Audrey Kpoto, brought an action for specific performance against the appellant, the Intestate Estate of Joseph V. Gaye, Sr., seeking to compel the appellant to fulfill its obligations under a bargaining agreement for the purchase of land containing two and one-half (2½) acres, located in Oldest Congo Town, Montserrado County. The appellee alleged that she paid the full amount of US$250,000.00 to the appellant for the property.

The appellee further alleged that, at the time the parties entered into the transaction, they were fully aware that the subject property was encumbered by ongoing litigation involving the Church of Jesus Christ of Latter-day Saints. According to the appellee, the appellant promised to remove the encumbrance and thereafter convey title to her. However, the appellant allegedly failed and neglected to fulfill its obligation even after the property became unencumbered.

The appellee maintained that she fully performed her obligation under the agreement by paying the entire consideration and that the appellant is legally obligated to convey title to her. Accordingly, she contended that specific performance will lie to compel the appellant to issue a title deed in her favor, consistent with the agreement of the parties. The appellee annexed to her complaint the sale agreement and payment receipts totaling US$250,000.00 and a table deed.

In response, the appellant contended that the amount of US$250,000.00 reflected in the payment receipts, purportedly representing the full purchase price for the 2½ acres of land, is inconsistent with the sum of US$60,000.00 stated in the deed. The appellant further denied that it made any representation that the funds paid by the appellee would be used to finance litigation pending before the Sixth Judicial Circuit, Civil Law Court. The appellant asserted that the alleged transaction lacks certainty and is therefore not legally binding, and thus cannot be specifically enforced. It further contended that the appellee improperly transacted business with only one of the estate's co-administrators, Stanton V. Gaye, without the authorization of the Probate Court for Montserrado County. The appellant emphasized that the other co-administrators Victoria D. Gaye, George Giah, and Sammie Peter Paul were unaware of the alleged transaction and did not authorize it.

The appellant argued that the purported issuance of an Administrator's Deed to the appellee by Stanton V. Gaye, based on an unauthorized transaction, violates the legal requirements governing the conveyance of intestate estate property. It further maintained that there was no valid sale agreement between the parties and that, given the pending ejectment action over the property, it was legally impossible to consummate a valid sale of an unencumbered property. Consequently, the appellant argued that no privity of contract existed between the parties.

In her reply, the appellee reaffirmed her earlier averments and asserted that the payment receipts clearly show that the appellant's administrators received the full consideration. She noted that, despite the appellant's denial, she annexed an Administrator's Deed bearing the signatures of the same administrators who executed the receipts. The appellee argued that the appellant failed to deny issuing the Administrator's Deed, which constitutes prima facie evidence of the transaction. The appellee further contended that, although the deed reflected a payment of US$60,000.00, the receipts established that US$250,000.00 was actually paid. She argued that the appellant is therefore obligated to place her in full possession of the property, especially since the property was still occupied by squatters at the time the deed was issued. The appellee maintained that a party cannot accept consideration and later repudiate the transaction on grounds of illegality.

The records show that, after the parties rested pleadings, and the law issues disposed of, the trial judge ruled the case to trial and heard the matter both as a trial of law and fact. Following the conclusion of oral testimonies by both parties and the admission of documentary evidence, the trial judge granted the appellee's petition for specific performance. The court held that the appellant failed to establish that the transaction was the product of fraud or misrepresentation. The appellant excepted and announced an appeal and perfected the appeal in accordance with the Civil Procedure Law Rev. Code 1:51.4

In its bill of exceptions, the appellant alleged that the trial judge committed reversible error by treating the payment receipt as a valid land sale agreement without a Probate Court decree of sale. The appellant also contended that the trial judge failed to address critical issues, including the administrators' capacity to convey property without court approval. Additionally, the appellant argued that the instruments relied upon by the appellee were void for failure to comply with statutory requirements, including proper survey, registration, and description of the property.

The dispositive issue presented is whether the trial judge erred in granting the appellee's petition for specific performance in light of the evidence presented.

Contrary to the appellant's contention, the appellee contends that a valid contract existed between the parties, supported by offer, acceptance, and consideration. This Court in the case Pennoh v. Pennho, 13 LLR 480 (1960) identified three fundamental prerequisites to justify a court decreeing the enforcement of a contract: The contract must be founded upon valuable consideration, the contract must be practicable in its mutual enforcement, and its enforcement must not be contrary to good conscience; it must be of necessary importance to the plaintiff, and at the same time not oppressive to the defendant. The law requires, first and foremost, that the appellee demonstrate by a preponderance of the evidence that a contract existed between the parties. That is to say, appellee has to illustrate that the requisite elements of a valid and enforceable contract, offer, acceptance, and consideration, were attended to and adequately satisfied within the contemplation of law. Karmo v. Yemgbie, 13 LLR 84,86 (1957), Bestman v. Acolatse, 24 LLR 126 (1974).

During the trial, the appellee's first witness testified that in June 2022, following discussions with the administrators of the appellant regarding a parcel of land occupied by the Church of Jesus Christ of Latter-day Saints, which was then the subject of ongoing litigation between the appellant and the church, the appellant agreed to sell the property to the appellee upon prevailing in the case. The witness further testified that, based on this understanding, the parties entered into an agreement under which the appellee paid US$250,000.00. In return, the appellant issued payment receipts and a temporary deed, and promised that upon the successful conclusion of the litigation before the Supreme Court, the property would be conveyed to the appellee. The witness also stated that the appellee incurred additional expenses to assist the appellant in the litigation process. She identified the payment receipts and the Supreme Court ruling rendered in favor of the appellant. On cross-examination, the witness admitted that she was aware of the legal encumbrances on the property prior to making payment and that she knew the administrators of the appellant's estate before the transaction. The appellee's second witness, Dr. C. Nelson Oniyama, confirmed that he provided the funds used to purchase the property from the appellant. The appellee's third and fourth witnesses testified that they were present at the transaction between the appellant and the appellee and observed the appellee's payment of US$250,000.00 to the appellant. Taken together, and in the absence of rebuttal, the appellee's evidence clearly establishes the essential elements of a valid contract offer, acceptance, and consideration in the transaction for the purchase of the property.

In rebuttal, the appellant produced four witnesses.

The appellant's first witness testified that she knows the appellee through her brother, Stanton V. Gaye, who is her business partner. She further testified that, as a co-administrator of the appellant's estate, she has no knowledge of any land transaction involving the appellee and has never communicated with her. The witness also stated that she could not have sold property to the appellee without the involvement of her lawyer, a court decree of sale, a mother deed, and the required public notice, including a radio announcement. The second witness, Victoria D. Gaye, testified that she knows the appellee through her husband, Stanton V. Gaye. She stated that the appellee filed a complaint against the appellant, alleging that she had purchased the property, as evidenced by a deed and receipts. However, the witness denied selling any property to the appellee, explaining that such a transaction could not occur without the involvement of her lawyer, a court decree of sale, and a mother deed. She further testified that the deed and the receipts bear different amounts. On cross-examination, she acknowledged that her husband, Stanton V. Gaye, and the appellee are business partners engaged in a construction company, ticket sales, and car rental services. She maintained, however, that she has never communicated with the appellee by mobile phone.

The third witness, Stanton V. Gaye, testified that he knows the appellee and that they were business partners engaged in clearing and forwarding services, among other ventures. He admitted that he transacted with the appellee regarding the disputed property and issued a "table deed." However, he claimed that the transaction was intended solely to enable the appellee to secure a loan from her partner. He further testified that the appellee placed a caveat on the property, but that his co-administrators petitioned the Probate Court to have the caveat vacated. The court subsequently granted the petition on the ground that the majority of the administrators were unaware of the transaction between him and the appellee. He also stated that he was surprised to see the names of the other co-administrators appearing on the table deed. Additionally, he testified that although the appellee brought a total of US$100,000.00, she paid him only US$35,000.00 as consideration for the transaction. The fourth witness, Helena Sogbe-Stewart, a subpoenaed witness, testified that the Probate Court vacated the caveat placed on the property.

A careful scrutiny of the testimony of the appellant's witnesses produced at trial clearly reveals that transactions did occur between the parties regarding the subject property. The appellant's first and second witnesses testified that the appellee did not purchase the property and that, as co-administrators, they had no knowledge of any such transaction. However, none of the appellant's witnesses denied that Stanton V. Gaye engaged with the appellee or that some form of agreement was reached concerning the property.

The testimonies of the appellee's witnesses, on the other hand, corroborate the position that the administrators of the appellant's estate were involved in the transaction and received money from the appellee, with the understanding that upon the resolution of the litigation between the appellant and the Church of Jesus Christ of Latter-day Saints, the transaction would be completed and the property conveyed to the appellee. The records certified to this Court show that one of the appellee's witnesses, Frederick Davis, Jr., testified during the trial that he was present at the Cape Hotel on the day and at the time of the payment for the property and the execution of the instruments in support of the transaction. He told the trial that during that occasion he observed the arrival of Mr. Stanton V. Gaye and others, including a lady. According to the witness, the group proceeded directly to the table where Madam Stephanie and her companions were seated. Upon arrival, pleasantries were exchanged, including handshakes and laughter. Thereafter, Mr. Gaye and his associates took their seats. The witness further testified that Madam Stephanie subsequently reached into her bag, produced a sum of money, and handed it to Mr. Gaye. He observed the parties counting the money for a brief period, after which documents were signed. The meeting concluded on a cordial note, with handshakes exchanged before Mr. Gaye and his group departed. The witness stated that Madam Kpoto also left the scene with him. The Appellant did not produce any evidence to rebut this very damning testimony by this witness. Moreover, in the face of Stanton V. Gaye's averments that the 'table deed and the receipt' issued during the transaction were signed only by him, thereby challenging the authenticity of the receipt and deed introduced by the appellee, is insufficient to defeat the appellee's case in the absence of corroborating evidence to challenge the appellee's testimony or a copy of the purported receipt in support of his challenge to the instruments introduced by the appellee. It is well established that mere allegations do not constitute proof unless supported by evidence, as it is only evidence that enables a court, tribunal, or administrative body to determine matters in dispute with certainty. Universal Printing Press v. Blue Cross Insurance Company, Supreme Court Opinion, March Term, 2015. Furthermore, the law provides that a mere denial of an allegation, unsupported by any scintilla of evidence, is deemed a concession; thus, a party who ought to speak but remains silent is considered to have assented. See Constance et al. v. Ajavon et al., 40 LLR 295, 304 (2000); Mandra Forestry Liberia Limited v. Magna Diversified, Supreme Court Opinion, March Term, 2017.

It is further observed, both from the testimonies of the appellant's witnesses and as reflected in the appellant's bill of exceptions and brief filed before this Court, that the appellant's challenge is directed more toward the legality of the transaction than its existence. For instance, the appellant's first and second witnesses emphasized that no valid sale of the disputed property could occur without a court decree of sale, a mother deed, a proper survey, legal representation, and the involvement of all co-administrators. The appellant's argument that the disposal of intestate estate property requires authorization from the Probate Court, including the issuance of letters of administration and a decree of sale, is well grounded in law and supported by a litany of judicial precedents. A sale of property belonging to an intestate estate is legally valid when made by a person duly appointed by the Probate Court as administrator of that estate, and when specifically authorized by the Probate Court through the issuance of a Court's Decree of Sale. However, where administrators/beneficiaries enter into an agreement to sell a portion of an intestate estate without first obtaining a court's decree of sale for the purpose of prosecuting an action in defense of the estate's property and received benefits therefrom, the equitable principle of estoppel will bar them from repudiating that agreement on the ground that they had not obtained a court's decree of sale at the time of executing the agreement.

The appointment of an administrator by the Probate Court is conclusive evidence of the administrator's authority to convey a portion of an intestate estate upon the authority of the court issuing the letters of administration. Mendohdou et al. v. Geahdoe et al., 39 LLR 742, 748-749 (1999); Phillip Glago et al. v. Michael N. Wisseh, Supreme Court Opinion, March Term, 2022. This Court says that, absent valid Letters of Administration and the Court's Decree of Sale from the Monthly and Probate Court where the property of a decedent is located, the administrators are without authority to convey the decedent's property. Our Statute prohibits the conveyance of a decedent's estate without the expressed authority of the Monthly and Probate Court, which is the sole authority in the supervision and management of decedents' estates. MDMC, Express Inc., v. Ruth S.Y. Ibrahim, Supreme Court Opinion, March Term, A.D. 2020.

Any sale, lease, or rental of intestate estate property that is not governed or sanctioned by the Decedents Estate Law is null and void. Administrators of an intestate estate act as agents of the court; therefore, any action regarding estate property must be supported by the express authorization of the Probate Court having jurisdiction over the estate.

The question for determination is whether, at the time of the transaction between the administrators and the appellee for the sale of the disputed property, the co-administrator had the requisite authorization from the Probate Court, including letters of administration and a decree of sale.

Our review of the records shows that the appellant's administrators were duly appointed and legally competent to act on behalf of the intestate estate. The appellant argued that the appellee placed a caveat on the estate property, which the administrators later had vacated upon application to the Probate Court. This action suggests that the administrators were, at all relevant times, recognized and authorized by the Probate Court to act in their official capacity.

The appellant's argument that the transaction is invalid because the appellee failed to produce letters of administration and a decree of sale is not persuasive. The responsibility to obtain and provide the necessary legal documentation governing the sale of estate property rests with the administrators, not the purchaser. The law imposes upon the grantor a duty to ensure compliance with all legal requirements and to protect the interest of the grantee at all times. This Court has held that the principle of estoppel will prevent a party from denying his own acts, and neither law nor equity will permit a party to disclaim his acts. Knowlden v. Johnson, 39 LLR 329 (1999). Further, a party will not be allowed to maintain a position inconsistent with the position under which he has received and accepted benefits. Kartoe and Williams v. Inter-con Security System, Inc., 38 LLR 415 (1999). As far back as 1895, this Court stated the public policy rationale underpinning the principle of estoppel in the following words: "Nothing would work greater injustice than for a man to execute a note or deed in favor of another, and then attempt to prove its unlawfulness." East African Co. v. Dunbar, 1 LLR 279 (1895). Specific performance is an equitable suit whose essence is to ensure that fair play is done or accomplished. It is the actual accomplishment of a contract by the party bound to fulfill it; for a decree for specific performance is nothing more or less than a means of compelling a party to do precisely what he ought to have done without being coerced by a court. A fundamental prerequisite for enforcement of specific performance is that there must be a contract to be enforced and that there must be no adequate remedy at law. Ellis v. Johnson, 40 LLR 474, 478 (2001). Collins v. Elias Bros., 11 LLR 258 (1952) "In order to sustain an action for specific performance of a contract, there must be a legally binding agreement."

Moreover, the admission by co-administrator Stanton V. Gaye, coupled with the failure of the other co-administrators, Victoria Gaye, George Giah, and Sammie Peter Paul, to present evidence rebutting the authenticity of the appellee's instruments, clearly indicates that the documents bearing their signatures are valid. Consequently, this Court is satisfied that the agreement of sale was lawfully executed by the parties. The evidence adduced during trial clearly demonstrates that the appellant, acting through its co-administrator, Stanton V. Gaye, engaged in a transaction with the appellee, received substantial consideration, and issued instruments acknowledging said transaction. The subsequent denial by other co-administrators, unsupported by credible evidence of fraud or misrepresentation, cannot defeat the appellee's rights arising from the transaction.

This Court further holds that although administrators of an intestate estate must act under the authority and supervision of the Probate Court, the appellant's failure to fully comply with statutory requirements cannot be used as a shield to unjustly enrich itself after receiving consideration from the appellee, especially given that the purpose of the transaction was to protect and defend the estate's real property from encroachment or loss. While it may be said that the probate court may not have issued a decree allowing the administrators to convey contested estate property, the administrators risked raising such funds to reclaim the estate property. We have yet to see a justifiable reason for the probate court to deny a subsequent application for a decree of sale to refund those funds used in the reclamation process. This Court sees no justifiable reason for the probate court to have refused to issue such a decree of sale, given the facts and circumstances in this case. The burden of ensuring compliance with probate procedures rests squarely on the administrators, not on the innocent purchaser. The appellant's case is further undermined by the inconsistency in its evidence. While some witnesses denied knowledge of the transaction, co-administrator Stanton V. Gaye admitted that he engaged in dealings with the appellee and received money from her. This contradiction is material and casts doubt on the credibility of the appellant's defense. The Court is therefore persuaded that the transaction did, in fact, occur.

Additionally, the doctrine of estoppel applies to the appellant, particularly given the co-administrator's admission and the failure to rebut the authenticity of the instruments executed in favor of the appellee.

In the instant case, the appellee having established and proved its case by preponderance of evidence that all of the appellant's administrators participated in the sale transaction with the appellee, there is no basis to disturb the final ruling of the trial court. Accordingly, the trial judge did not commit reversible error in granting the petition for specific performance because, considering the evidence adduced at trial, the appellee, Stephanie Audrey Kpoto, sufficiently established the existence of a valid and enforceable contract for the sale of the subject property, supported by the essential elements of offer, acceptance, and consideration.

WHEREFORE AND IN VIEW OF THE FOREGOING, the ruling of the trial judge granting the appellee's petition for specific performance is hereby confirmed. The Clerk of this Court is ordered to send a Mandate to the court below commanding the judge presiding therein to resume jurisdiction over this case and give effect to the Judgment of this Opinion. Costs are ruled against the appellant. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLORS J. QUIWEE DENNIS AND JONATHAN MASSAQUOI APPEARED FOR THE APPELLANT. COUNSELLORS LAFYETTE GOULD, BIMA LASANA AND MORRIS M. DAVIES, JR. APPEARED FOR THE APPELLEE.