

IN THE HONORABLE 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: CEANEH D. CLINTON JOHNSON.....ASSOCIATE JUSTICE
BEFORE HIS HONOR : BOAKAI N. KANNEH.....ASSOCIATE JUSTICE

A. Mohammed Fofana and Mateneh Fofana, of the City of Paynesville)
Montserrado County, Republic of Liberia.....Appellants)

Versus) Appeal

Intestate Estate of Moses Wright, by & thru its Administrators, George)
Wright, of the City of Paynesville, Montserrado County, Republic of)
Liberia.....Appellee)

GROWING OUT OF THE CASE:

Intestate Estate of Moses Wright, by & thru its Administrators, George)
Wright, of the City of Paynesville, Montserrado County, Republic of)
Liberia.....Petitioner)

Versus) Petition for

) Cancellation of
Mohammed Fofana and Mateneh Fofana, of the City of Paynesville) Deed
Montserrado County, Republic of Liberia.....Respondent)

Heard: June 23, 2026

Decided: August 27, 2026

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE COURT

This appeal grows out of an action for the Cancellation of a title deed instituted by the appellee, the Intestate Estate of Moses Wright, by and thru its administrator, George Wright, against Mohammed Fofana and Mateneh Fofana, appellants, in the Sixth Judicial Circuit, Civil Law Court for Montserrado County.

The records reveal that the appellee intestate estate is laying claim to ownership of a parcel of land situated in the Police Academy Community, Paynesville, Montserrado County, Republic of Liberia. The late Moses Wright is said to have acquired the subject property during his lifetime by a transfer deed executed in his favor in the year 1969 by James D. Wright and

Louise R. Wright, conveying eleven and one-half (11.5) lots of land. Following the death of Moses Wright, George Wright, his son, obtained Letters of Administration from the Monthly and Probate Court for Montserrado County, and subsequently a court's Decree of Sale dated February 12, 2009, authorizing the sale of one (1) acre of land of the said estate. George Wright later acquired an extended Letters of Administration dated July 2, 2023, to continue the administration of the estate.

The records further reveal that in 2014, the co-appellant, A. Mohammed Fofana, acting through his legal counsel, the late Counsellor Paul Mulbah Richards, entered into a transaction with the appellee and purchased land from the appellee intestate estate in the Police Academy area. It is not disputed that a purchase was made, that a survey was conducted, and that an administrator's deed was executed in favor of the co-appellant by George Wright, Administrator, on May 12, 2014. What the parties dispute is the quantity of land conveyed. The appellee contends that he sold and conveyed only two (2) lots of land to the co-appellant Fofana, alone, for a consideration of One Thousand One Hundred United States Dollars (US\$1,100.00); while the appellants contend that the appellee sold and conveyed one (1) acre of land to them, that is, both A. Mohammed Fofana and his wife, Mateneh Fofana, for a consideration of Three Thousand United States Dollars (US\$3,000.00).

The records disclose that there exist two Administrator's Deeds, both bearing the date May 12, 2014, and subscribed by the same witnesses (Romel M. R. Wright, Musa Walcott, and Nathaniel Quateh) with one conveying two (2) lots to A. Mohammed Fofana, and the other conveying one (1) acre to A. Mohammed Fofana and Mateneh Fofana. It is the latter, the one-acre deed, marked at trial as the appellee's Exhibit "P/4" and probated and registered in the year 2015, that the appellee sought in the court below to cancel, arguing that it was a product of fraud.

On August 15, 2024, the appellee filed its petition for the cancellation of deed, praying the court to cancel the one-acre deed in the possession of the appellants. The appellee averred that in April of 2014, the co-appellant, A. Mohammed Fofana, purchased only two (2) lots of land from the Estate, for which a deed was issued and a photocopy retained by the appellee; the administrator denies that the appellee intestate estate ever executed a deed for one (1) acre of land, to A. Mohammed Fofana and Mateneh Fofana jointly; that during a separate ejectment proceeding that the appellants had filed against another estate and prevailed, the said appellants had submitted a deed of one (1) acre bearing the names of both A. Mohammed Fofana and Mateneh Fofana. The administrator of the appellee estate denied his

signature affixed to the deed of one-acre and argued that the said one-acre deed was a product of fraud that ought to be cancelled.

The appellants filed their returns, resisting the petition. They averred that the two-lot deed that the appellee intestate estate claimed to have issued was not probated and registered; that the appellants had in fact purchased one (1) acre of land from the estate and were issued a genuine deed duly probated and registered according to law; that for a period of some ten (10) years following the 2014 transaction, during which the appellants openly developed the land and constructed valuable improvements thereon, the appellee, who resided in the same community, raised no complaint of fraud; and that the action was a scheme designed to deprive the appellants of their property in order to accommodate Lawrence S. Caine whom the appellants had earlier prevailed against in a separate ejectment action.

The appellee filed a reply reaffirming that it had never conveyed one (1) acre of land to the appellants and that the one-acre deed was fraudulent.

The court having heard and ruled on the law issue, the Judge proceeded to hear the case, and after the parties rested with evidence, he entered a final judgment granting the appellee's petition, cancelling the one-acre Administrator's Deed dated May 12, 2014, and confirming the two-lot Administrator's Deed of the same date as the co-appellant Fofana's valid title.

The appellants being dissatisfied with the trial court's final ruling, they excepted thereto and announced an appeal to this Honorable Court and thereafter filed a ten-count bill of exceptions. The counts of the appellants' bill of exceptions which we find germane to the determination of this case are incorporated verbatim below:

1. Respondents say that given the facts established and the contradictions made by the petitioner, yet your honor has insisted that the respondents did commit fraud against the petitioner and agreed that the one acre of land purchased by the respondents in 2014 is a product of fraud.
2. That appellants/respondents consider your ruling of May 1, 2025 as being erroneous because, your conclusion that "the petitioner's evidence clearly established that the one (1) acre deed respondents has in their possession was fraudulently procured, because during the trial, the Co-respondent Mr. Mohammed Fofana did not corroborate his testimony by the production of the surveyor who surveyed the land nor did he produce the receipt against the purchase of the land." Respondent says that contrary to your conclusion reached, you failed to take into keen consideration that during the testimony of the co-respondent, he established that in the acquisition of the land in 2014, he hired the assistance of a trained lawyer, the late P. Mulbah

Richards who conducted due diligence to the effect that Counselor Richards demanded from the petitioner his mother's deed, the letter of administration and a court's decree for sale.

7. That your honor hugely committed error of judgment when you relied just upon a statement made by the petitioner to the effect that he only stated that "THIS IS NOT MY SIGNATURE" without further establishing those yardsticks attending to proving fraud. In the case *Intrusco v Osseily* (1985) at syllable 4, fraud is defined as an intentional perversion of the truth designed for the purpose of inducing another to act in reliance upon it or to part with some valuable thing belong to him or to surrender a legal right. At syllable 6, the Court stated that being an affirmative plea, "fraud" when relied upon to establish a case, must be specifically pleaded and positively not presumptively proved at the trial. In this case, your honor only relied upon a testimony made by the petitioner stating that "this is not my signature"; this statement in itself does not prove fraud.

Upon the perfection of the appeal, the case was docketed before this Court sitting in its October Term, A.D. 2025. Having carefully reviewed the certified records, the briefs filed by the parties, and heard the arguments of the parties before us, this Court is of the considered opinion that the determination of this appeal rests upon a single issue: Whether the trial Judge should have proceeded to hear the case without a jury where the appellee accused the appellants of fraudulently changing a deed issued by the appellee for two lots to that of one acre, and claiming that the appellants forged the signature of the appellee's administrator and his witness on the deed.

The trial court had a bench hearing and ruled as follows below:

This Court says that petitioner's evidence clearly established that the one acre deed that the respondents have in their possession is fraudulent, as the deed was never executed by the petitioner.

Petitioner having produced evidence that established a valid legal ground for the judicial cancellation of the deed for one (1) acre of land purportedly issued by petitioner, the burden shifted to respondents to rebut the petitioner's evidence and sustain the one-acre deed. The respondents' evidence failed to fully rebut petitioner's evidence. During trial, except for co-respondent Mohammed Fofana's uncorroborated testimony, no attempt was made by respondents to produce witnesses who allegedly witnessed the one-acre deed, no cash payment receipts were produced, and the surveyor who is alleged to have surveyed the one-acre of land and prepared the title deed was never produced. Mateneh Fofana, who testified during the trial, admitted that she was not present when the property was surveyed and the deed issued to co-respondent Mohammed Fofana.

It is settled law that where cancellation of an instrument is based on an allegation of fraud, proof of fraud confirming the allegation is essential. 12A C.J.S., Cancellation of Instruments, Section 143. This court is satisfied that petitioner produced clear and convincing evidence to prove that the one-acre deed purportedly issued by petitioner and in the possession of respondents was procured by fraud. Fraud is any cunning deception or artifice used to circumvent or deceive another. *Wilson vs. Firestone Plantations Company*, 34 LLR 134 (1986). The illegal production of a deed for one acre of land, in the names of Mohammed and Mateneh Fofana, to acquire a quantity of that is more than what was actually conveyed by the grantor, is outright fraud and warrants the cancellation of the one-acre deed. We also note that the cancellation suit was timely filed, as the fraud was discovered by petitioner in 2023 and the action was filed on August 15, 2024.

WHEREFORE, and in view of the foregoing, petitioner's petition is hereby granted. The Administrator Deed for one acre of land, purportedly issued by petitioner on May 12, 2014 to Mohammed and Mateneh Fofana is herewith cancelled and declared null and void. The Administrator deed for two (2) lots of land, executed by petitioner on May 12, 2014, is confirmed as co-respondent Mohammed Fofana's valid title deed for the property respondents are currently occupying in the Police Academy community. Costs disallowed. And it is hereby so ordered.

We are perplexed that the learned trial Judge would have overlooked the salient procedure required under our jurisdiction for disposing of cases involving issues of fraud; that he would have proceeded to hear and determined this case without a jury.

The Supreme Court has held that fraud is essentially factual in character; hence, when it is alleged, same must be referred to a panel of jurors as the judges of the facts who will pass upon the evidence in support of the allegation. It is therefore a trite law in this jurisdiction that where the issue of fraud is raised in a case, and the case is ruled to trial, the judge must order that a jury be empaneled to pass on the issue of fraud. *Trokon Int'l et al. v. Reeves et al.*, 39 LLR 626, 633 (1999); *Jallah v. Jallah et al.*, Supreme Court Opinion, October Term 2015; and *Kamara v. Fofana*, Supreme Court Opinion, October Term 2023. In the instant case, this Court is of the strongest conviction that the issue of fraud was the most prominent characterizing feature of this case and was clearly the dispositive issue which the Judge himself recognized as evidenced by his ruling above. Clearly the trial judge erred when he singlehandedly proceeded to hear and determine the issue of fraud and forgery raised by the appellee, and this makes his ruling *null and void*, and the case a fit subject to be remanded for a new trial.

WHEREFORE AND IN VIEW OF THE FOREGOING, the trial of the case having been held without a jury, the lower court final ruling is ordered null and void and the case hereby remanded for a new trial with a jury sitting. The Clerk of this Court is ordered to send a Mandate to the lower court to resume jurisdiction and give effect to the Judgment emanating from this Opinion. Costs are disallowed. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLORS MILTON D. TAYLOR AND GUZEH K. ZUBAH OF THE TAYLOR AND ASSOCIATES LAW OFFICES APPEARED FOR THE APPELLANTS. COUNSELLOR JIMMY SAAH BOMBO OF THE CENTRAL LAW OFFICES APPEARED FOR THE APPELLEE.