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:CEAINEH D. CLINTON JOHNSON...............ASSOCIATE JUSTICE
BEFORE HIS HONOR: BOAKAI N. KANNEH...................................ASSOCIATE JUSTICE

Odell F. Kamara of the City of Paynesville, Montserrado County,)
Republic of Liberia...Appellant)
)
Versus) APPEAL
)
SOA Incorporated, represented by its General Manager, Madam)
Victoria Daniel and all Corporate Officers of the City of Monrovia,)
Liberia...Appellee)
)
GROWING OUT OF THE CASE:)
)
Odell F. Kamara, of the City of Paynesville, Montserrado County,)
Republic of Liberia...Petitioner)
)
Versus) PETITION FOR
) REPLEVIN
SOA Incorporated, represented by its General Manager, Madam)
Victoria Daniel and all Corporate Officers of the City of Monrovia,)
Liberia..Respondent)

Heard: July 30, 2026 Decided: August 27, 2026

MR. CHIEF JUSTICE GBEISAY DELIVERED THE OPINION OF THE COURT

This appeal involves a petition for replevin filed before the Sixth Judicial Circuit, Civil Law Court for Montserrado County by Odell F. Kamara, appellant herein against SOA Incorporated, appellee herein.

The appellant alleged in her petition that she is the owner of certain vehicles/equipment which she claimed she purchased from the People's Republic of China and imported via the Port of Conakry, Guinea and then brought them to Liberia through the Ganta Border; the appellant alleged in her petition that she was a friend to the late Cletus T. Noah and based upon said relationship with the late Cletus, the late Cletus requested and she agreed for the said vehicles/equipment to be included in Sao Incorporated (appellee herein) fleet of vehicles/equipment while she was schooling in the Gambia; that without her consent and to her surprise, the late Cletus registered the said vehicles/equipment with the Ministry of Transport in the name of the appellee as the owner, when he was not the owner nor were the said vehicles/equipment owned by the appellee; that three of the equipment/vehicles are currently in possession of the Liberia National Police while one is being used by Aminata & Sons, Inc., at the instruction of the appellee. The appellant then prayed the court to grant her petition and order delivery of the vehicles/equipment in question to her and grant any other equitable and legal relief that is applicable.

The appellee herein filed its returns to the appellant's petition along with a motion to dismiss, averring that the appellant lacked the legal standing or capacity to prosecute the said action on grounds that during the lifetime of Cletus, there was a vehicle ownership transfer agreement consummated between the appellee and the appellant in their various capacities as transferor and transferee, respectively in which the said vehicles/equipment were transferred to the late Cletus, an act that necessitated the registration of the trucks at the Ministry of Transport in the name of the appellee; that it cannot say whether the allegation made by the appellant that there are several text messages between the appellant and Cletus are authentic or not, as it has no knowledge of same; that appellee is a duly registered corporate body operating under the laws of Liberia and has shareholders and incorporators and that the appellant is neither a shareholder nor is she an incorporator or employee of the appellee, and while it is possible that the appellant may have had some relation with the late Cletus, there is no record to show that the appellant had access to corporate documents of the appellee; that the said vehicles/equipment are not the properties of the appellant but rather the property of the appellee as evidenced by the Motor Certificates duly issued by the Ministry of Transport; that while the appellee cannot confirm or deny the possibility of the appellant being in possession of documents for the vehicles/equipment, it still doesn't change the fact that the vehicles/equipment were not purchased as private property of the appellant as there is no evidence whatsoever to prove that the vehicles/equipment belong to the appellant; that mere possession of purported receipts when there's no evidence to prove that the vehicles/equipment are registered in the appellant's name, does not establish ownership.

The appellee then prayed the court to deny the said petition, grant its motion to dismiss and grant whatever necessary legal and equitable relief that is appropriate.

The appellant filed her reply basically reiterating the counts in her petition. After pleadings rested, various motions were exchanged between the parties.

The appellee in its motion to dismiss stated the same counts as found in its answer to the appellant's petition. The appellant then filed a response to the motion to dismiss arguing that she possess the requisite legal standing and capacity to sue; that the appellee's motion is fatally inconsistent in that the movant/appellee simultaneously challenges her capacity to sue while also alleging that she transferred title to the equipment/machineries to it (appellee), an assertion that presupposes ownership in her (appellant) and that this contradiction undermines the appellee's motion to dismiss and therefore warrants its dismissal; that the purported Vehicle Transfer Agreement, is fraudulent on grounds that she was out of the bailiwick of the Country from March 3, 2024, up to December 2, 2024; therefore, she could not have executed the alleged agreement on September 3, 2024; that the appellee/movant Articles of Incorporation are irrelevant to determining the ownership of the vehicles/equipment at issue.

The appellant then prayed the court to deny the motion to dismiss and proceed to hear the petition on its merits.

After all the procedural formalities as required by law were met, the trial court proceeded to rule based upon the motion to dismiss and the resistance thereto.

The trial court in its ruling identified two dispositive issues: (1) whether the respondent (appellee) had prior notice of any agreement between the petitioner/appellant and the late Cletus Noah concerning the inclusion of appellant's vehicles or equipment into appellee's fleet of vehicles; and (2) whether, under the circumstances alleged, the appellee could be held legally accountable for an agreement made with a non-corporate officer.

The trial court answered both issues in the negative.

On the first issue, the court found that appellant in her own pleadings argued that the alleged arrangement originated from a request made by the late Cletus Noah, who was neither a corporate officer nor a shareholder of appellee; that the appellant produced no written instrument or documentary evidence establishing that appellee ever authorized, approved, or was notified of such inclusion; that the appellee, being a corporate entity governed by a board of directors, could only act through proper corporate authority, which was wholly absent. The court further held that appellant's admission that she agreed to the alleged inclusion constituted the "best evidence" under Rev. Code 1:25.6, and that the petition appeared to be an attempt to repudiate her own prior action, which is barred by the doctrine of estoppel.

On the second issue, the court relied on the principle that a party cannot be bound by an agreement or contract to which it was not a party; that the alleged arrangement was solely between the appellant and Cletus Noah, a non-corporate officer of the appellee, and that there was no evidence that the appellee had knowledge of or participated in the transaction.

The trial court then concluded that the appellee, as an innocent third party, could not be held liable under such circumstances and that any claim that the appellant may have should be against Cletus Noah personally and not the appellee.

Accordingly, the court denied and dismissed the petition for a writ of replevin, sustained appellee's returns, and absolved appellee of all liability.

The appellant excepted to this ruling and announced an appeal to this Honorable Supreme Court.

The appellant in her bill of exceptions averred that the trial court committed several prejudicial errors in denying the petition for a writ of replevin and awarding the disputed vehicles and equipment to appellee; that she purchased and imported the four vehicles/equipment from the Republic of China, providing wire transfer records, receipts, bills of lading, import notifications, and customs documentation from the Liberia Revenue Authority as proof of ownership; that despite these documentary evidence, the trial court erroneously held that she (appellant) failed to establish title; that the appellee produced no title documents to support its claim of ownership, relying solely on vehicle registration certificates from the Ministry of Transport and that these registrations were fraudulently obtained, noting that under Liberian law, registration cannot occur without valid title documents; that the court erred in accepting the registrations as proof of ownership; that the appellee's reliance on a purported Vehicle Ownership Transfer Agreement dated September 3, 2024, allegedly executed between her (appellant) and Cletus Tweh Noah is erroneous as she was outside Liberia on that date, studying in The Gambia, and therefore could not have executed the said agreement; that the said vehicles/equipment were registered on August 22, 2024, predating the alleged transfer agreement and that this temporal inconsistency demonstrates fraud in the registration process of the said vehicles/equipment and that the trial court failed to properly consider these discrepancies; that the appellee did not dispute that she financed the purchase of the vehicles and that all import, customs and clearing documents were issued in her name; the appellant further averred that the ruling of the trial court disregarded this evidence and was therefore erroneous and prejudicial.

The appellant then urged and prayed this Court to reverse the final ruling of the lower court and grant the appellant's petition for the writ of replevin and order the vehicles/equipment subject of the petition for the writ of replevin to appellant and grant any further relief that is equitable and legal.

Having reviewed all the evidence, both oral and documentary as gathered from the records certified to this Court, we now proceed to make a determination.

The issue we must decide is whether the trial court erred in making final determination of the petition for replevin during the disposition of law issues when contested factual issues of ownership and fraud existed?

Our Civil Procedure Law Rev. Code 1:11.2, provides that a motion to dismiss is directed at the legal sufficiency of the complaint.

The Court has interpreted this further to mean that: "a motion to dismiss admits all well-pleaded facts and challenges only whether, assuming those facts to be true, the complaint states a cause of action upon which relief can be granted." *Gbeh v. Republic*, 30 LLR 45 (1982).

This Court has also held that "when the pleadings in a matter raise factual controversies, the court must deny a motion to dismiss and allow parties to present evidence, leaving credibility, and weight of evidence to the jury." *Kromah v. Williams*, 41 LLR 12 (2002).

This Court notes that the underlying complaint is a petition for Replevin. Replevin, under our law is a possessory action to recover specific personal property in which the person who brings the suit must prove title or superior right of possession. A court cannot deny an action of replevin without first determining, upon evidence, whether the plaintiff has superior right to possession of the chattel. *Saye v. Tarr,* 29 LLR 210 (1980). In actions of replevin, title and immediate right of possession are questions to be established by evidence, not by mere allegations. *Cooper v. Gbelee*, 33 LLR 123 (1985).

The appellant's assertion as raised throughout this case and argued before this Court, such as: ownership of the vehicles/equipment; authenticity of purchase and import documents; validity of Ministry of Transport registrations; alleged fraud in the registration process; authenticity of a purported transfer agreement; appellant's physical presence outside Liberia on the date of the alleged agreement; and the extent of corporate authority exercised by the late Cletus Noah, and other issues raised are not just purely legal questions, but factual questions that requires a full evidentiary taking requiring: authentication of documents, testimony from witnesses, cross-examination, and credibility assessments.

Under Gbeh v. Republic and Kromah v. Williams, cited above, where such factual controversies exist, a motion to dismiss must be denied and the case allowed to proceed to trial. By deciding these issues on the motion to dismiss, the trial court exceeded the proper scope of a motion to dismiss and effectively concluded the case without evidence.

The essence of replevin is the recovery of specific personal property based on superior title or right of possession. Appellant's petition, on its face, alleges ownership, purchase, importation, and wrongful detention. These allegations, if proven, state a cause of action for replevin under Liberian law.

In Cooper v. Gbelee and Saye v. Tarr, cited herein, this Court made clear that title and right of possession are factual questions. The trial court, however, denied the petition without taking evidence, relying solely on the pleadings and the existence of Ministry of Transport registrations. This approach is inconsistent with replevin jurisprudence, which requires the court to determine, upon evidence, whether appellant has superior right to possession.

The mere existence of registration certificates does not conclusively establish ownership, particularly where fraud is alleged and where appellant claims to have all purchase and import documents in her name. Whether registration was properly obtained, whether it reflects true ownership, and whether it was procured through fraud are all questions of fact for the jury.

The trial court framed the case as involving an agreement between appellant and a "non-corporate officer," the late Cletus Noah, and concluded that appellee, as a corporate entity, could not be bound and was an innocent third party. However, whether Cletus Noah acted with actual or apparent authority, whether appellee benefited from the use of the vehicles/equipment, and whether corporate officers had knowledge of the arrangement are factual questions which must be established by evidence.

Appellant alleges that one of the vehicles/equipment is being used by Aminata & Sons, Inc., at appellee's instruction, and that others are in the custody of the Liberia National Police. These allegations suggest that appellee may have exercised control or benefited from the vehicles/equipment. Whether appellee is truly an "innocent third party" cannot be determined without evidence. By declaring appellee an innocent third party and absolving it of liability without trial, the court improperly resolved factual questions that should have been submitted to a jury.

Moreover, appellee's motion to dismiss challenged appellant's capacity and standing, arguing that she is not a shareholder, incorporator, or employee of appellee. However, appellant's claim is not derivative or corporate in nature; it is a personal claim of ownership and right of possession of specific property. Capacity to sue in replevin depends on whether the plaintiff claims a personal right to the property, not on corporate status. Whether appellant indeed owns the property and has a right to possession is a factual question. As this Court has recognized, capacity can be a mixed question of law and fact, and where the factual basis is disputed, it cannot be resolved on a motion to dismiss. *Johnson v. Liberia Bank for Development*, 42 LLR 54 (2004).

Moreover, the trial court held that appellant's admission that she agreed to include the vehicles/equipment in appellee's fleet constituted "best evidence" and that her petition was an attempt to repudiate her own prior action, barred by estoppel. This reasoning cannot withstand proper judicial scrutiny for two reasons. First, estoppel requires proof of representation, reliance, and detriment but in this case, no evidence was taken to show that appellee relied on appellant's alleged agreement or that appellee suffered detriment. The court applied estoppel based solely on pleadings, contrary to our jurisprudence. Second, the appellant's alleged agreement to "include" her vehicles/equipment in appellee's fleet does not, on its face, constitute a transfer of ownership. Whether that agreement was a lease, a bailment, a management arrangement, or something else is a factual question requiring evidence. The trial court treated the alleged inclusion as a transfer of title without any evidentiary basis. Thus, the application of estoppel at the pleading stage was premature and legally unsound.

In view of the foregoing analysis, we hold that the trial court erred in granting the motion to dismiss and denying the petition for replevin without taking evidence, despite the existence of multiple material factual disputes concerning ownership, fraud, corporate authority, and capacity and therefore this case is remanded for a full trial. Meanwhile the court is ordered to impound all the vehicles and equipment involved pending the final conclusion of this case

WHEREFORE AND IN VIEW OF THE FOREGOING, the ruling of the trial court is reversed, and the case remanded for the conduct for a full trial. The Clerk of this Court is ordered to send a Mandate to the court below commanding the judge presiding therein to resume jurisdiction and give effect to this Judgment. Costs to abide final determination. IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLOR J. JOHNNY MOMOH OF J. JOHNNY MOMOH & ASSOCIATES LEGAL CHAMBERS, INC., APPEARED FOR THE APPELLANT. COUNSELLORS SAYMA SYRENIUS CEPHAS AND FRANCIS W. TUAN APPEARED FOR THE APPELLEE.

Remanded.