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

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

Janet B. Moore, Attorney-In-Fact for Joshua Bestman Justina Bestman, Abraham Kiandole and Foday Dugba all of Brewerville, Montserrado County, Republic of Liberia..Appellants	)
Versus	) APPEAL
Peter K, Sinneh and Mrs. Helena K. Sinneh of Brewerville, Montserrado County, Republic of Liberia ....Appellees	)
GROWING OUT OF THE CASE:	)
Peter K, Sinneh and Mrs. Helena K. Sinneh of Brewerville, Montserrado County, Republic of Liberia ....Plaintiff	)
Versus	) Action of Ejectment
Janet B. Moore, Attorney-In-Fact for Joshua Bestman Justina Bestman, Abraham Kiandole and Foday Dugba all of Brewerville, Montserrado County, Republic of Liberia...Defendants	)

HEARD: April 7, 2025 DECIDED: August 27, 2026

MADAM JUSTICE CLINTON-JOHNSON DELIVERED THE OPINION OF THE COURT

This appeal is grown out of an ejectment action from the Civil Law Court, Sixth Judicial Circuit for Montserrado County, in which a unanimous liable verdict was brought against the appellants, out of which verdict, the appellants noted exceptions and filed a motion for new trial. The motion was subsequently resisted, heard and denied and the trial court made a final determination, from which an appeal was announced to this Court *en banc.*

The records certified before this Court, show that the appellees, Mr. and Mrs. Peter K. Sinneh and Helena K. Sinneh, acquired four (4) lots of land in 2002 from Mr. Michael K. Otto and title deed was issued, probated and registered according to law, and remain thereon until 2016 when they had to repurchase the same parcel of land, and made an initial payment of One Thousand United States Dollars (US$1,000) with the balance of One

Thousand Two Hundred United States Dollars (US$1,200) to be paid at a later date; that this purchase was based on the fact that the administrators of the Blamasee Estate denied them from developing the said real property; that the administrators of the Blamasee Estate sold two point seven-seven (2.77) lots of the same real property to the appellants and refused to accept the balance payment from the appellees and also refused to issue to the appellees their title deed; that due to the refusal of the Blamasee Estate to issue the said title deed, the appellees filed an action for specific performance against the Intestate Estate of Blamasee at the Civil Law Court, to compel the administrators to issue their title deed; that thereafter, the trial court held the Intestate Estate of Blamasee liable and ordered the administrators to issue to the appellees their title deed but the administrator refused to adhere to the trial court's mandate; that the trial court ordered the arrest of the administrators for contempt of court, and they were arrested and incarcerated at the Monrovia Central Prison; that when the Blamasee Estate further neglected and refused to issue the title deed to the appellees, the appellees filed a petition before the Justice in Chambers for the writ of mandamus to compel the issuance of the appellees' title deed; that the Justice in Chambers, His Honor Joseph N. Nagbe convened a conference and ordered the appellees to pay the balance amount of money for the land to the Blamasee Estate and further mandated the Blamasee Estate to issue and sign the appellees title deed in the presence of their lawyer(s); that the order by the Justice in Chambers was obeyed and the Blamasee Estate issued to the appellees their title deed; that thereafter, the appellees, in defence of their real property, on May 24, 2021, filed an action of ejectment before the Civil Law Court, Sixth Judicial Circuit for Montserrado County, during the March Term of Court A.D. 2021, against the appellants, Joshua Bestman and Justina Bestman, Abraham Kiandole and Foday Dugba.

Following the service of the complaint and the writ of summons, the appellants, on June 2, 2021, filed their answer to the appellees' complaint contending that Joshua Bestman and Jestina Bestman purchased 0.77 lots of land jointly on August 10, 2015, from the Intestate Estate of Blamasee and obtained an administrator's deed, while Foday Dugba and Abraham H. Kiandole individually purchased one (1) lot of land each from the Blamasee Estate on March 25, 2017 and on June 10, 2015, respectively, and title deeds were accordingly also issued to them, probated and registered by law; that the appellants acknowledged having the same grantor with the appellees, but due to the appellees failure to make the balance payment for the land, the grantor has the right to transfer the said land to the appellants through valid purchase; that the appellants further contended strongly that the ruling on the action for specific performance cannot affect the appellants because they were not party to that case, even though they were in attendance at the conference.

Following the filing of the appellants' answer, the appellees, on the of June 9, 2021, filed their reply and denied the appellants' ownership to the disputed property already sold to them on ground that the Civil Law Court has already granted the appellees' petition for specific performance against the Blamasee Estate; that the appellees further denied the assertions that co-appellant, Foday Dugba's deed was probated and registered by law; that also, it is an undisputed fact that the Blamasee Estate conveyed to the appellees, for which reason, the said estate pleaded with the appellees for relocation; that however, following the refusal for relocation by the appellees, the Blamasee Estate refused to accept the balance payment and refused to also issue to the appellees their title deed; and that the appellees prayed the trial court to adjudge the appellants liable and award to the appellees general damages for the mental anguish, stress and embarrassment suffered due to the arbitrary, unlawful and wrongful dispossession of their property in an amount not less than One Hundred Thousand United States Dollars (US$100,000.00) as general damages to be determined by the jury.

The trial court issued an assignment for the disposition of law issues which was heard and when pleading rested, the matter was ruled to trial on its merit. Thereafter, on August 9, 2022, nine (9) petty jurors were empanelled to decide the factual issues in the case and the trial commenced on August 10, 2022. During the trial proceedings, the appellees produced three witnesses, while the appellants produced five witnesses. The parties having rested with the production of oral and documentary evidence, the trial judge assigned the case for final argument. At the close of the trial, the trial jury held a unanimous liable verdict against the appellants. The appellants noted exception to the trial jury's verdict. In obedience to the statute on jury trial, the appellants filed before the trial court a thirteen (13) count motion for a new trial which was heard pro et con and denied by the trial judge; he therefore affirmed and confirmed the trial jury's unanimous liable verdict in favor of the appellees on ground that the verdict is in support of the weight of the evidence adduced during trial. The appellants noted exception to the final ruling and announced an appeal to this Court *en banc*.

Following the trial court's final ruling, the appellants, filed a nineteen (19) count bill of exceptions on September 21, 2022, from which this Court will consider the issues that are pertinent to the determination of this appeal. The appellants, in their bill of exceptions contended that the trial judge erred when he ruled that the parties bought from the Intestate

Estate of Blamasee and that the appellees possessed an older title deed contrary to the evidence adduced at trial; that the trial judge further erred when he did not take into consideration the testimony of the appellants' third witness, Ballah David when he testified that he opposed to the conduct of the survey in favor of the appellees; that a reversible error was also committed by the trial judge when he ruled by default judgment against the appellants in an action of specific performance in the court below; and that the administrators of the Intestate Estate of Blamasee were not mandated by the Chambers Justice, His Honor, Joseph N. Nagbe to sign the appellees' title deed.

The appellants, having filed their bill of exceptions to the final ruling of the trial judge, and in furtherance of the appellants' appeal process, on September 21, 2022, filed an appeal bond and notice of completion of appeal as required by law.

The sole issue determinative of this litigation is whether or not the trial judge erred in adjudging the appellants liable in the ejectment action.

The law in this jurisdiction states that "Any person who is rightfully entitled to the possession of real property may bring an action of ejectment against any person who wrongfully withholds possession thereof. Such an action may be brought when the title to real property as well as the right to possession thereof is disputed....." *Civil Procedure Law, Rev. Code*:1.62.1.

Excerpts of the major contentions before us for determination concern the initial payment made by the appellees to the administrators of the Blamasee Estate. From the records, this controversy ensued when the administrators of the Blamasee Estate refused the balance amount of One Thousand Two Hundred United States Dollars (US$1,200.00) and also refused to issue to them title deed. The records reveal that the administrators of the Blamasee Estate resold the disputed land to the appellants which compelled the appellees to file an action of specific performance, and the appellees were awarded judgment as a consequence. Also, the administrators of the Blamasee Estate finally signed the appellees' title deed after their appearance before the Justice in Chambers, His Honor, Joseph N. Nagbe on Mandamus.

It is noteworthy to mention that the Blamasee Estate in claiming the one (1) acre of land, knew that they had sold 2.77 lots of the same one (1) acre of land that the appellees had initially purchased from Mr. Michael K. Otto; yet, they entered into an agreement to sell to the appellees the land which they had already sold one (1) lot of to Abraham H. Kiandole in June of 2015, and 0.77 lot of land to Joshua Bestman and Jestina Bestman in August of

2015, and one lot to Foday Dugba in March of 2017 which was before the payment made by the appellees for the same land in which the Blamasee Estate issued a receipt of one acre of land to Mr. and Mrs. Sinneh on September 14, 2016

An analysis of the Blamasee Estate basically shows that from the very beginning of the land transaction between the appellees and the Blamasee Estate, one of the administrators Ballah David misrepresented himself by saying that they have issued a receipt on September 14, 2016 for one acre of land, knowing, according to his testimony that they had only two lots. Further, the appellants purchased according to their deeds in 2015 have variance dates and bought the total of 2.77 lots of land; hence, the Blamasee Estate knew that even the land they purportedly sold to the appellant was not available to them to be sold. Interestingly, the Blamasee Estate issued a deed to Abraham H. Kiandole on June 30, 2015 and probated same on June 18, 2015. A Summary of the deeds to the parties in this case is that Foday's deed was issued on April 20, 2015 and probated on March 15, 2017, Bestman's deed was also issued on August 10, 2015 and was probated on August 15, 2015, while Abraham H. Kiandole's deed was issued on June 30, 2015 and probated on June 18, 2015 and the appellees' deed was issued August 17, 2019 and was probated on September 20, 2019.

This Court further in deciding this matter views it important to quote excerpts from testimonies of some of the witnesses during trial:

The estate surveyor, Mr. Molley Traub, while on the direct, the following questions were posed to him, which we quote verbatim:

Q. Mr. Witness, do you also know Mr. and Mrs Helena Sinneh, the Plaintiff in these proceedings?

A I got to know them because I work for them as a surveyor.

Q. Mr. Witness; please say to us who linked you to them?

A The Blamasee Estate.

Q Mr. Witness, the land that you surveyed as a surveyor, was it the first time surveying that particular land?

A Yes.

Q How long have you been surveying for the Blamasee Estate before this survey?

A I am the estate surveyor.

Mr. Ballah David, the Administrator while on the direct examination, questions were also posed to him as follows:

Q Mr. Witness, how do you know Mr. and Mrs. Sinneh as well as Mr. Abraham Kiandole, Foday, Dougba, Joshua Bestman and Justina Bestman?

A ......*After the brief me*, I told them, we not have two one acre over there, we have two lots, they said but we have given one acre receipt but if they come, we will tell them.

Q Mr. Witness, please say whether you are aware that the Sinneh have property on portion of the one acre of land?

A Yes, foundation was there and now they have completed building on the two lots.

Jury question

Q Mr. Witness, it is the same surveyor that surveyed Mr. and Mrs Sinneh and also surveyed for the other people you sold to?

AYes.

This Court also observes that co-appellant, Abraham H. Kiandole, while on cross examination was asked these questions:

Q Mr. Witness, in your testimony, you informed this court that you bought the property in 2015 and a deed was issued to you. My question to you before the survey was conducted, did you serve the adjacent property owners?

A Yes.

Q Mr. Witness, by that answer, please name those that were issued the survey notice?

A J. P. K. was present, and one Foday, he was present, and one Foday Dougba was also present and one oldlady.

The Co-Appellant Foday Dougba during jury questioning, the following question was posed to him:

Q Mr. Witness, at the time you went to buy your land, did you see any structure on the land?

A No.

Q Whether or not you carried out a survey and if so, the neighbours were notified?

A Yes.

These testimonies of Abraham H. Kiandole, Foday Dougba and Ballah David clearly indicate that even their alleged survey did not include the appellees; that there was a structure on the property as admitted by the seller but denied by the appellants; and that they had some knowledge of some kind of contest to have presented contrary evidence. As such, the appellant cannot be considered good faith purchaser since their own testimony substantiate that they had adequate and constructive notice of an adverse claim to the property.

According to the Black's Law Dictionary 8th edition, page 1271 "a good faith purchaser is one who buys something for value without notice of another claim to the property and without actual or constructive notice of any defect, or infirmities, claims, or equities against the seller's title."; *Abojula et al vs. Massoud* [2009] LRSC 26 (24 July 2009).

The appellees informed the trial court, that they purchased the four lots of land in question from one Mr. Michael K. Otto since June 19, 2002, and remain in full possession for about fourteen years until they were approached by the Blamasee Estate on January 23, 2016 that the land belonged to them, and the records show no contest of title between Mr. Michael Otto's deed and that of the Blamasee Estate, and further proffered the 2002 deed into evidence.

It is interesting to know, that the Michael K. Otto's deed to the Sinnehs contained four lots of land, so, even though the appellants alleged that they purchased a total of 2 lots of land, the total lots occupied as evidenced by the appellants' title deeds is 2.77 lots. However, from the testimony of the administrator, Ballah David, it is clear that the appellees were in possession of the land and had a foundation thereon.

It is our opinion that the Blamasee Estate was under legal obligation to accept the balance of the money paid by the appellees to recover their real property because there existed an oral sale contract for the land when the Blamasee Estate accepted the initial One Thousand United States Dollars, (US$1000) and agreed to sell the four lots of land in question. The appellants argued that the two lots, a constituent of the one acre of the disputed land was purchased before the appellees' transaction as evidence by the appellees title deed's dates of probate and registration. We disagree with the appellants' contentions because the appellees had been on this property since 2002 and build a foundation thereon before making initial payment to the Blamasee Estate. This Court says that the appellees were entitled to their real property by law and the estate was under legal obligation to receive the balance payment and sign their title deed. It is our opinion that the trial court did not err in its judgment in favor of the appellees in both the specific performance action and the ejectment action considering the facts and circumstances of this case.

This Court has opined that "Specific performance is an equitable suit which in essence is to ensure that fair play is done or accomplished. It is the actual accomplishment of a contract by the party bound to fulfil 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 pre-requisite for enforcement of specific performance is that there must be a contract to be enforced and there must be no adequate remedy at law." *Ellis v. Johnson*, 40 LLR 474 478 (2001); *Collins v. Ellias Brothers*, 11 LLR, 258 261 (1952); 49 Am. Jur 2d, 6, Specific Performance. *Keita v. Keita* [2016] LRSC 23 (24 June 2016).

In this instant case, and with reference to the laws cited *supra*, the appellees entered into an oral agreement with the Blamasee Estate, as is evidenced by the receipt of partial payment and a promise to make full payment at a later date for four lots of land for which they made the initial payment, but the estate refused to accept the balance money for the land and to perform their obligations by signing the appellees' title deed because the property was encumbered by the appellants.

We must emphasize here the appellees had been on the subject property for fourteen (14) years and had constructed a foundation thereon prior to the Blamasee Estate confronting them that the appellees' deed from Mr. Michael Otto was not authentic. In view of this confrontation by the Blamasee Estate, the appellees, in the quest to avoid conflict, agreed to enter into an oral agreement to purchase the said property from the Blamasee Estate, even though there was no contest of titles between the appellees' title conveyed to them by Michael Otto and that of the Blamasee Estate to warrant the deed from Mr. Michael Otto void. In the absence of a challenge of the deed from Mr. Otto in a court of competent jurisdiction, the appellees' deed from Mr. Michael Otto is valid as against all other deeds; the Otto's deed placed the appellees in a superior right of possession in the absence of the challenge of the Otto's deed.

Further, the fact that one of the Administrator of the Blamasee Estate, Ballah David, testified that there was a foundation on the disputed property, indicates that the appellant should have also seen that foundation and made an inquiry to their seller. It is in this light that this Court considers that the appellants did not qualify as good faith purchaser because a good faith purchaser is one who buys without notice of any circumstance which could put a person of ordinary prudence on inquiry as to the title or as to an impediment of the title of a seller. The circumstances in this case, show that the appellants were aware that appellee had been on this property before their purchase of the same property from the Blamasee Estate.

We therefore hold that the unanimous verdict of the jury, confirmed by the judgment of the trial court in favor of the appellees, was just. We do not agree with the argument advanced by the appellants in their answer to the appellees' complaint that the failure of the appellees to make the balance payment on time to the Blamasee Estate was the reason that the disputed property was resold to the appellants. This statement validates the fact that the appellants were aware that the property was in dispute because the appellants proffered title deeds, indicating that they purchased the disputed property in 2015 because the receipt issued to the appellees by the Blamasee Estate was issued in 2016. This Court wonders how possible could it be that the appellants who purchased in 2015 had reason to know that the land was sold to them due to the failure of the appellees to make timely payment of the balance when the Blamasee Estate confronted the appellees in 2016 to rebuy. This Court is of the view that the appellants had all reasons to know that the disputed property was already sold.

We therefore hold that the fact that the appellants knew or had reasons to know by their own statements to the court below, they cannot qualify as good faith purchasers because the law provides that a good faith purchaser is one who buys something for value without notice of another claim to the property and without actual or constructive notice of any defect, or infirmities, claims, or equities against the seller's title. Further, the records having established that the appellees were in possession of the subject property for fourteen years and had a foundation on portion of the property, the appellants had constructive notice that the subject property was encumbered; therefore, the subsequent purchase of the property by the appellants was in bad faith and renders the said purchase void.

WHEREFORE, AND IN VIEW OF THE FOREGOING, the ruling of the trial court affirming the unanimous liable verdict of the trial jury is hereby affirmed and the appellants are hereby ordered evicted and ousted from the disputed property and have the appellees placed in possession thereof. 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. AND IT IS HEREBY SO ORDERED.

Affirmed.

When the case was called for hearing, Counsellor James N. Kumeh of Torch Professional Consultancy, Inc. in association with Samwar G. Fallah of the Dominion Law Group, appeared for the appellant. Counsellor Jimmy Saah Bombo of the Central Law Offices, Inc., appeared for the appellees.