

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

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

The Testate Estate of Charles Henry Nathaniel Wordsworth)
by and thru its Administrators Cum Testamento De Bonis Non)
William Emboya Wordsworth, of the City, Monrovia,)
Republic of Liberia.....Appellant)

Versus)

) Appeal

International Bank (Liberia Limited), represented by its CEO,)
Mr. Henry F. Saamoi, and all authorized officers of the City of)
Monrovia, Liberia; Savoy Group-Greystone Inc., represented by)
its Manager by and thru its Managing Director/CEO, Byron Tarr)
of Monrovia, Liberia.....1st Appellee)

and)

Edith C. Bawn of the City of Monrovia, Liberia.....2nd Appellee)

GROWING OUT OF THE CASE:)

The Testate Estate of the late Charles Henry Nathaniel)
Wordsworth by and thru its Administrators Cum Testamento)
De Bonis Non William Emboya Wordsworth, of the City)
Monrovia, Republic of Liberia.....Intervenor)

Versus)

) Motion to Intervene

International Bank (Liberia Limited), represented by its CEO,)
Mr. Henry F. Saamoi, and all authorized officers of the City of)
Monrovia, Liberia; Savoy Group-Greystone Inc., represented by)
its Manager by and thru its Managing Director/CEO, Byron Tarr)
of Monrovia, Liberia.....1st Respondent)

and)

Edith C. Bawn of the City of Monrovia, Liberia...2nd Respondent)

Heard: June 17, 2026

Decided: August 27, 2026

MADAM JUSTICE CLINTON-JOHNSON DELIVERED THE OPINION OF THE COURT

This Court is called upon to review the ruling of the Commercial Court of Liberia which denied the appellant's motion to intervene in a petition for Foreclosure of Mortgage filed by 1st appellee, International Bank (Liberia Limited) against 2nd appellee, Mrs. Edith Bawn.

The certified records before this Court reveal that 1st appellee, the International Bank (Liberia Limited), filed a petition for foreclosure of a mortgaged property, contending therein that the 2nd appellee, Mrs. Edith Bawn, on March 31, 2017, entered into a loan agreement with the 1st appellee, International Bank (Liberia Limited) for a loan in the amount of Thirty Thousand United States Dollars (US\$30,000.00); that the 2nd appellee mortgaged her 1.36 lots of land deed and executed a mortgage agreement with the 1st appellee; that the said property is situated, lying and located at Mamba point, Monrovia, Liberia; that based on the 2nd appellee's failure to liquidate the loan in keeping with the loan agreement executed between the 1st and 2nd appellee, 1st appellee, filed a petition with the Commercial Court, praying the court to foreclose the mortgaged property, ordered the property sold judicially; and that the proceed therefrom goes toward the liquidation of the 2nd appellee's indebtedness.

The records further reveal that the court, by procedure, made a publication for the mortgage property; that from the publication of the writ of summons by the Commercial Court for the foreclosure of the mortgage, William Emboya Wordsworth, the appellant, who is the administrator for the Testate Estate of Charles Henry Nathaniel Wordsworth, filed a motion to intervene, along with an intervenor's returns to the petition for Foreclosure of Mortgage, contending that the mortgaged property belongs to the Testate Estate of the late Charles Henry Nathaniel Wordsworth; that he does not know how the 2nd appellee mortgaged the subject property to the 1st appellee to secure loan, in that, the said property is part of the Testate Estate of Charles Henry Nathaniel Wordsworth; that at no point did he sell any property to 2nd appellee, Mrs. Edith C. Bawn; that if he is not allowed to make an intervention, any action, decision, ruling or judgment handed down by the Commercial Court of Liberia will directly or indirectly affect his interest, he being the sole owner of the property. To said petition, petitioner annexed a Public Land Sale Deed from the Republic of Liberia to C. H. N. Wordsworth and a Last Will and Testament of Charles Henry Nathaniel Wordsworth.

In her returns to the motion to intervene, the 2nd appellee, Mrs. Edith Bawn contended that she is the legal owner of the property which is the subject of the petition for foreclosure of mortgage; that the said property was purchased and acquired from the Intestate Estate of Thomas J. Wordsworth, Sr., represented by its administrators, Thomas J. Wordsworth, Jr., Alexander G. Wordsworth and Rita-Rose Wordsworth Ireland; that the metes and bounds in the deed that the appellant relied on to intervene is distinct from the metes and bounds of the mortgaged deed; that the mortgaged deed is an administrators deed which bears the name of Mrs. Edith Campbel Bawn, whereas, the intervenor's deed is a public land sale deed and bears the name of C. H. N. Wordsworth; that given the different metes and

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bounds, the properties are separate and distinct; that the appellant has no legally protectable interest in the mortgaged property for which the motion to intervene should lie; that the petition does not affect the substantial rights of the appellant since the title deed proffered by the appellant is separate and distinct from the title deed subject of the petition; that the appellant, having proffered a deed which has different metes and bounds to that of the mortgaged deed, had admitted to the differences of the properties and ownership; that the fact that the appellant's title deed was obtained from the Republic of Liberia whereas appellee's title deed show that the mortgaged property was purchased from the intestate estate of Thomas J. Wordsworth, Sr., represented by its administrators, Thomas J. Wordsworth, Jr., Alexander G. Wordsworth, and Rita Rose-Wordsworth Ireland, indicates that the two deeds have two different owners. To said motion to intervene, appellant also attached a Last Will and Testament of Charles H. N. Wordsworth, whose Public Land Sale Deed was exhibited as title; that in the said Will, the Late Charles H. N. Wordsworth transferred his property to Thomas J. Wordsworth from whom the appellee herein purchased her property; and that based on the underlining factors, the appellant has failed to establish ownership or how its legal interest is connected to the mortgaged deed and therefore prayed the Commercial Court of Liberia to deny said motion to intervene.

The certified records before this Court further reveal that upon the hearing of the motion to intervene, the Commercial Court denied the motion to intervene and ordered the hearing of the foreclosure proceedings, on ground that the intervenor did not show whether the subject mortgage property was still a part and parcel of the Testate Estate Charles H. N. Wordsworth; that the deed relied on by appellant and attached to its motion to intervene is distinct and separate, in that the appellee's deed carries 1.36 lots of land whereas the appellant's deed contains 1 lot of land.

To this ruling of the Commercial Court, the appellant excepted and announced an appeal to this Court *en banc* and filed a 6 count bill of exceptions, contending amongst other counts that the trial court erred when it passed on the issue of titles description, the issue of the Wills, and the conclusion that the intervenor's title was separate and distinct from that of the appellee in a motion to intervene.

From a careful review of the records before this Court, the justiciable issue for determination of this matter is, whether or not the trial judge erred when he denied the appellant's motion to intervene when it passed on the issue of titles description, the issue of the Wills, and the conclusion that the intervenor's title was separate and distinct from that of the appellee in a motion to intervene. This Court answers in the affirmative.

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The Civil Procedure Law gives the right to a person to intervene where the person requesting to intervene has a direct and substantial interest in the subject matter; that the person's interest is inadequately represented by the existing parties; and that his disposition of the case may impair or impede the person's ability to protect that interest. *Civil Procedure Law Rev. Code: 1.5.61, 1.5.63*. This statute ensures the compliance with the constitutional guarantee of due process under Article 20(a) of the Constitution of Liberia. Further, the law imposes a duty on a person wishing to assert a real and vested interest in a matter before a court of law to file a motion to intervene seeking protection thereof. *Civil Procedure Law, Rev. Code 1.5.63* provides: "A person desiring to intervene shall serve a motion to intervene upon all parties affected thereby. The motion shall state the grounds therefor and shall be accompanied by a pleading setting forth the claim or defense for which intervention is sought."

The mandatory command of the statute provides no place for discretionary conduct. One way a person not named in an action as a party and not served with summons to become a party is to comply strictly with the procedural requirement by filing a motion to intervene. The only discretion given the court in the determination of a motion to intervene is to consider whether the intervention will unduly delay or prejudice the adjudication of the rights of the original parties.

This Supreme Court *en banc*, in litany of cases, had opined that a party may intervene in an action as a matter of right when such party could be bound by a judgment in such action, or where the party is so situated as to be adversely affected by a distribution or disposition of the property in the custody or subject to the control of the court or of an officer of said court. *Al-Boley and Slaway v. The Proposed Unity Party*, 33 LLR 309 (1985); *The Augustus W. Cooper Heirs v. Swope and the Heirs of the late Jessie R. Cooper*, 39 LLR 220 (1998); 40 LLR 38 (2000); *Republic v. Kenneh*, 33 LLR 114 (1985); *Republic v. Yahcy and Hill*, 31 LLR 209 (1983); *Ramatrielle, S.A. v. Metzger et al.*, 38 LLR 336 (1997); *Tulay v. Hall and Tarpeh*, 39 LLR 559 (1999); *Cooper Harris et al. v. Swope et al.*, 39 LLR 280 (1998);

This Court notes from the facts gleaned from the records before us that the 2nd appellee purchased the property located at Mamba Point, which is now in dispute¹, on May 11, 2011 from the testate estate of Thomas J. Wordsworth, Sr., represented by its administrators (trix), Alexander G. Wordsworth, Thomas J. Wordsworth, Jr. and Rita Rose Wordsworth. Subsequently after this purchase, and on March 12, 2012, the 2nd appellee entered into a US\$30,000.00 loan with the 1st appellee with the mortgaged deed valued at US\$50,000.00. The said mortgage agreement was for renovation and repairs but the land in dispute was a vacant land. Five years later, the 1st appellee, on March 31, 2017 filed a motion for foreclosure, which was published in a newspaper on May 3, 2017. After the appearance of

the motion for foreclosure was published, he filed on June 27, 2017, a motion to intervene, which was heard and denied by the Commercial Court's on October 12, 2018.

We further see that in the appellant's motion to intervene, he claimed ownership to the mortgaged property and to substantiate his claim, he attached a public land sale deed containing $\frac{1}{4}$ acres of land. The appellant further attached the last Will and Testament of Charles Henry Nathaniel Wordsworth and a letters of administration Cum Testamento Annexo De Bonis Non, which letters was issued to William Emboya Wordsworth for the administration of said Testate Estate. On the other hand, the 2nd appellee contended that she purchased and acquired the mortgaged property from the Intestate Estate of Thomas J. Wordsworth, Sr., represented by its administrators(trix), Thomas J. Wordsworth, Jr., Alexander G. Wordsworth and Rita-Rose Wordsworth Ireland with the metes and bounds that are distinct from that of the mortgaged deed; and that quantity of land mentioned on both deeds are different.

For clarity, we quote excerpts from the both deeds:

Appellant's deed: Metes and bounds are described as followed

Commencing at the northwest corner of the adjoining lots number 130 owned by the said Charles H. N. Wordsworth and running thence south 38 degree east 82 feet and 6' thence running south 52 degree east 132 feet; thence running south 38 degree west 82 feet and 6'; thence, running north 52 degree west 132 feet to the place of commencement and containing one fourth $\frac{1}{4}$ of an acre of land and no more.

2nd appellee's deed: Metes and bounds are described as followed:

Commencing at the Southwestern corner of the "Knowlden's" adjoining property and running on bearings and distances as follows: South 52 degree east, 64' to a point, thence, running south 19 degree east 1007 feet including 33 foot road to a point; thence, running south 43 degree west 50 feet to a point, thence running south 27 degree west 722 feet to a point thence running north 54 degree west 56 feet including a 33 foot road to a point; thence, running north 36 degree east, 217 feet parallel with the United Nation Drive to a place of commencement and containing 1.36 lots of land and no more (excluding the 33 foot street)

From these two descriptions of properties, this Court wonders how the Commercial Court determined that the properties were separate and distinct. From the historical facts of this case, the appellant property is a public land sale deed from the Republic of Liberia in 1934 whereas the 2nd appellee's property is an administrator deed dated May 11, 2011.

The Commercial Court, being a specialized court, lacks jurisdiction over the determination of title. The said court was therefore in error to have determined that the intervenor did not show whether the subject mortgage property was still a part and parcel of the Testate Estate of Charles H. N. Wordsworth and that properties were separate and distinct without an investigation guarded by a survey. This Court sees no law nor do the trial court's records show the authority of the Commercial Court to determine the issue of title. The authority to

determine the issue of title lies in the Civil Law Court, either by the parties agreeing to go to bench trial or by the jury who are trial of facts.

It is a settled law that when a court acts without jurisdiction, any decision emanating from such court is null and void. *Scanship (Lib) Inc. v. Flomo*; 41 LLR 181, 186 (2002), *Vargas v. Morris*, 39 LLR 18, 22 (1998).

As to the contention of the of the appellant that the Commercial Court erred when it denied its motion to intervene on ground that the intervenor did not show whether the subject mortgage property was still a part and parcel of the Testate Estate of Charles H. N. Wordsworth, this Court says that, again, what was the authority of the Commercial Court to investigate property matters by requiring the appellant to show that the property in dispute was still a part of the said Testate Estate of Charles H. N. Wordsworth. By demanding that the appellant provide proof that the disputed property was part of said estate as a justification to allow, the appellant to intervene is tantamount to investigation of title without also requiring from the 2nd appellee to show that it is not a part of the Testate Estate of Charles H. N. Wordsworth is a travesty of justice.

The appellant's contention that he had the right to file a motion to intervene is provided for under our Civil Procedure Law which states clearly how one who is not a party to an action may intervene in an action; *Civil Procedure Law Rev. Code*: 1.5.61.1(b), 1.5.61.2

1. *In general*, upon timely application, any person may be allowed to intervene in an action:

(b). When the applicant's claim or defense and the main action have a question of law or fact in common."

2. *Consideration by court*. In exercising its discretion, the court shall consider whether the intervention will unduly delay or prejudice the adjudication of the rights of the original parties.

A person desiring to intervene shall serve a motion to intervene upon all parties affected thereby. The motion shall state the grounds therefor and shall be accompanied by a pleading setting forth the claim or defense for which intervention is sought.

This provision of our law entitles the appellant to be allowed to intervene where the applicant's claim or defense and the main action have a question of law or fact in common. The fact that the appellant states that the mortgaged property is part and parcel of the Testate Estate of Charles H. N. Wordsworth shows that a factual issue of title had been raised and must be submitted to the proper authority for determination.

Secondly, even though the law allows the court, in exercising its discretion to consider whether the intervention will unduly delay or prejudice the adjudication of the rights of the

original parties, in the instant case, no determination had been made when the appellant filed the motion to intervene, as the requirement to entertain a motion to intervene is premised on timely application to the court.

Considering that a motion to intervene when denied puts finality to the intervenor's side of the case and terminates the party's legal interest in that case. *Cooper Heirs et al v. Swope et al* 39 LLR 220 (1998), the trial court having denied the appellant's motion to intervene ultimately concluded the right and interest of the appellant; the denial of the appellant's motion to intervene was final and terminates the right of the appellant to defend his title.

Hoary with age, this court has maintained, for example that in matters involving fraud the Probate Court had halted proceeding before it and forwarded the aspect of the fraud to the Civil Law Court to determine same and only after the fraud had being determined or not will the Probate Court proceed to handle matter of an estate. By this analogy, this Court sees no reason why the Commercial Court could not have halted the mortgage proceeding and forwarded the issue of title to the Civil Law Court for determination of the title before proceeding with the foreclosure considering that after the 1st appellee published the foreclosure notice, it took the Commercial Court one year five months before the final determination in the motion to intervene.

This Court says the purpose for foreclosure is to terminate ownership of the mortgaged property from the rightful owner and where ownership is in dispute, equity demands that said dispute must be settled prior to the sale of the mortgaged property.

It is therefore the holding of this Court that the issue of title must be determined before the foreclosure of mortgage proceedings is determined.

WHEREFORE AND IN VIEW OF THE FFOREGOING, the ruling of the Commercial Court denying the appellant's motion to intervene is reversed. The Court is ordered to submit the contest of title to arbitration in keeping with section 64 of the Civil Procedure Law. The Clerk of this Court is ordered to send a Mandate to the Commercial Court, commanding the court to resume jurisdiction over this case and give effect to this Judgment. Costs abide final determination. AND IT IS HEREBY SO ORDERED.

Reversed.

When this case was called for hearing, Counsellor Sylvester D. Rennie of the Legal Watch Inc. appeared for the appellant. Counsellors J. Awia Vankan and Khadijatu Tall Nasser of Heritage Partners & Associates LLC appeared for the appellee.