

IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC
OF LIBERIA, SITTING IN ITS OCTOBER TERM, A.D. 2020

BEFORE HIS HONOR: FRANCIS S. KORKPOR, SR.....CHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE
BEFORE HER HONOR: SIE-A-NYENE G. YUOH.....ASSOCIATE JUSTICE
BEFORE HIS HONOR: JOSEPH N. NAGBE.....ASSOCIATE JUSTICE
BEFORE HIS HONOR: YUSSIF D. KABA.....ASSOCIATE JUSTICE

Lonestar Communications Corporation of the City of Monrovia,)
Liberia.....Appellant)

Versus)

The Intestate Estate of Benjamin M. Wallace by and thru its)
Administratrix, Mrs. Victoria I. Wallace of the City of Monrovia,)
Liberia.....Appellee)

APPEAL

GROWING OUT OF THE CASE :

The Intestate Estate of Benjamin M. Wallace by and thru its)
Administratrix, Mrs. Victoria I. Wallace of the City of Monrovia,)
Liberia.....Movant)

Versus)

The Intestate Estate of Susanna F. Wallace, by and thru its)
Administrator, Mr. James Doe Gibson, Lonestar Communications,)
Martin Wallace, and Madam Charlotte Gbee, all of the City of)
Monrovia, Liberia.....Respondents)

MOTION TO JOIN

GROWING OUT OF THE CASE :

The Intestate Estate of Benjamin M. Wallace by and thru its)
Administratrix, Mrs. Victoria I. Wallace of the City of Monrovia,)
Liberia.....Plaintiff)

Versus)

Mr. Martin Wallace, Charlotte Gbee, Susanna Wallace and)
Christian Uwaldi, all of the City of Monrovia, Liberia)
.....Defendants)

INTERFERENCE WITH
THE INTESTATE ESTATE
OF BENJAMIN
WALLACE

Heard: July 16, 2020

Decided: February 8, 2021

When this case was called for hearing, Counsellor Stephen B. Dunbar, Jr., of the Dunbar & Dunbar Law Offices appeared for the Appellant. Counsellors Peter Y. Kerkula of the Jones & Jones Law Firm and Mamee S. Gongbah of the Liberty Law Firm appeared for the Appellee.

MR. JUSTICE NAGBE DELIVERED THE OPINION OF THE COURT

The appellee, the Intestate Estate of Benjamin M. Wallace, through its administratrix, Victoria L. Wallace, on July 14, 2011, filed a complaint with the Monthly and Probate Court for Montserrado County against Martin Wallace, the lessor of the appellant, Lonestar Communications Corporation, and others for interference with the Intestate Estate of Benjamin M. Wallace, through a communication addressed to the Judge of the Monthly and Probate Court His Honor J. Vinton Holder. We reproduce the content of said communication for its relevance to this Opinion.

“July 14, 2011

His Honor
J. Vinton Holder
Judge, Monthly & Probate Court
Montserrado County, R.L.

May It Please Your Honor:

I write to extend my compliments and to inform your Honor and this Honorable Court that my stepchildren, Martin Wallace, Susanna Wallace-Stubblefield and Charlotte Gbee have taken over all what me and my deceased husband (Benjamin Wallace) have worked for, in the following manner to wit:

1. “That Martin Wallace have taken the land acquired by me and my late husband and gave same to Lonestar Communications Corporation for an undisclosed amount without my consent and also sold out another house to a Nigerian national in the same yard where I live, even this without my consent;
2. That Susanna Wallace on the other hand took the land in Gardnersville and gave it out to another group of people where an S.S. Bank is constructed on the land without my consent; and
3. Madam Charlotte Gbee for her part is collecting rent being generated from the balance houses and converting same into her own use without me being benefited”.

The complainant concluded her communication with the following prayer:

“In view of the above, Your Honor, I write requesting Your Honor to cite the three of them to come and show cause, if any, why should they take

over properties duly acquired by me and my late husband and be converting same to their personal use without me benefiting.

Thanks for your kind intervention in the premises.

Kind regards,
Very truly yours,
Victoria Wallace
Widow/Complainant”

Predicated upon this communication, a citation dated July 14, 2011, was issued by the Monthly and Probate Court for Montserrado County, citing the parties named in the communication, including one Christian Uwadi, to a conference on July 19, 2011. However, the certified records transcribed to this Court are void of any evidence that could point to the outcome of the conference. But, the records show that on September 15, 2015, the complainant, Victoria L. Wallace, filed a regular motion to join the Intestate Estate of Susanna F. Wallace, represented by its administrator, James Doe Gibson, Lonestar Communications Corporation, Martin Wallace, and Madam Charlotte Gbee, before His Honor Johannes Z. Zlahn, presiding by assignment over the Monthly and Probate Court sitting in its September Term A.D. 2015. The motion sought to join the appellant, Lonestar Communications Corporation, and others for their interference with the intestate estate of Benjamin M. Wallace. The appellant filed resistance to the motion to join and contended principally that it entered a valid lease agreement with Martin Wallace in 2007 during the lifetime of the late Benjamin Wallace, the father of Martin Wallace; that Martin Wallace presented a valid title deed to the appellant, Lonestar Communications Corporation, evidencing his ownership of the leased property. The appellant further contended that it is not claiming ownership to the disputed property but has a leasehold right thereto; hence, it is a mis-joined party and should be dropped; that its lessor, Martin Wallace, be joined, instead.

On December 8, 2015, the motion to join was had and subsequently granted by the trial court Judge. On the selfsame day, the trial court entered its final ruling on the motion to join and adjudged the Lonestar Communications Corporation, appellant, liable to the appellee, the Intestate Estate of Benjamin Wallace, and ruled that the leased property belongs to the Intestate Estate of Benjamin Wallace; that Martin’s claim of ownership to the subject property is not supported by any title deed nor

has he shown that he is an attorney-in-fact for aforesaid estate; and that Martin Wallace lacks the legal authority to lease the property to the appellant. Besides, the trial Judge awarded the appellee the amount of Twenty-Eight Thousand, Five Hundred United States (US\$28,500.00) Dollars shown as follows: Thirteen Thousand, Five Hundred United States (US\$13,500) Dollars as special damages for the lease period of February 7, 2007 through February 7, 2016 and Fifteen Thousand United States (US\$15,000.00) as general damages for wrongful withholding and occupancy of the estate's property for a continuous period of eight (8) years, without the knowledge and consent of the appellee.

The appellant, Lonestar Communications Corporation, noted exception and announced an appeal to the Supreme Court sitting in its March Term, A.D. 2016. On December 16, 2015, the appellant filed a six-count bill of exceptions outlining the errors the Judge allegedly committed. In substance, the appellant alleged that the judge erred when he ruled that there was no evidence to prove that the Intestate Estate of Benjamin Wallace was either a party to the lease agreement with Lonestar Communications Corporation or that the estate authorized Martin Wallace to enter said lease agreement. The appellant also assigned as error the ruling of the Judge that Martin Wallace's claim to be title owner of the property failed because he presented no evidence during trial to support his ownership to the subject property, whereas the Probate Court lacks jurisdiction to determine property right; that the Judge also erred when he ruled that the leased property is part and parcel of the Intestate Estate of Benjamin Wallace for reason that the Probate Court issued letters of administration to Victoria L. Wallace to administer the Intestate Estate of Benjamin Wallace. Although the trial Judge denied the claim of title of Martin Wallace to the leased property, the appellant, Lonestar Communication Corporation argued strenuously that under our law, the Monthly and Probate Court for Montserrado County cannot adjudicate cases involving rights of claims of ownership based on title deeds, such claims are only cognizable before the Civil Law Court; that worst still, the trial Judge erred when he adjudged the appellant liable and by awarding the appellee the amount of Thirteen Thousand, Five Hundred United States (US\$13,500.00) Dollars as rent owed the estate when the records clearly showed that Martin Wallace executed the lease agreement with

the appellant on the strength of his title deed and not in the name of the Intestate Estate of Benjamin Wallace.

From the facts established in this case, coupled with the briefs filed by the parties before this Court, the issue that deserves the consideration of this Court is: whether or not given the facts and circumstances in this case, the appellant, Lonestar Communications Corporation, is liable for interfering with the intestate estate of Benjamin M. Wallace?

We answer this question in the negative. The records in this case reveal that on February 7, 2007, the appellant, Lonestar Communications Corporation, entered an agreement of lease with its lessor, Martin Wallace, on the strength of a title deed which he presented to the appellant, Lonestar Communications Corporation, as evidence of Martin Wallace's ownership of the leased property. Being convinced of the genuineness of Martin Wallace's title deed that he is the rightful owner of the property; the appellant entered a lease agreement with him. This Court notes, therefore, that the entry of the appellant upon the leased property is supported by the title deed of Martin Wallace.

The records further reveal that the complaint of Victoria L. Wallace was directed at her stepchildren, viz: Martin Wallace, Susanna F. Wallace and Charlotte Gbee, whom she claimed had "taken away all that she and her late husband had worked for". A conference was scheduled for July 19, 2011 before His Honor J. Vinton Holder. However, the records in this case are void of any evidence as to whether such conference was had and a decision reached, but the complainant, Victoria L. Wallace, filed a motion before His Honor Johannes Z. Zlah, presiding by assignment over the Monthly and Probate Court in the name of the intestate estate of Benjamin Wallace to join the Lonestar Communications Corporation, Martin Wallace and others and contended that the Lonestar Communications Corporation and the others named in the motion to join were interfering with the Intestate Estate of Benjamin Wallace.

The appellant, the Lonestar Communications Corporation, resisted the motion to join, averred and maintained that it was not claiming ownership to the property, but rather holds a leasehold right as a result of a lease agreement executed

between the appellant and Martin Wallace; hence, Martin Wallace be joined instead of the appellant. On December 8, 2015, the motion to join was had and subsequently granted by the trial court. On the selfsame day, the trial court entered a final ruling on the motion to join and adjudged the appellant, Lonestar Communications Corporation, liable to the appellee, the intestate estate of Benjamin Wallace. The trial court further ruled that the property being claimed by Martin Wallace belongs to the intestate estate of Benjamin Wallace for reason that Martin Wallace's claim of ownership is not supported by any title deed nor has he shown that he is an Attorney-in-Fact for aforesaid intestate estate. The Judge concluded therefore that Martin Wallace lacks the legal authority to lease the property to the appellant. This Court also takes note of the position of the trial Judge that the appellant occupied the subject property without the knowledge and consent of the administratrix, Victoria L. Wallace, thereby awarding the appellee the total amount of Twenty-Eight Thousand, Five Hundred United States (US\$28,500.00) Dollars as broken down thus: Thirteen Thousand, Five Hundred United States (US\$13,500.00) Dollars as special damages for the lease period of February 7, 2007 to February 7, 2016; Fifteen Thousand United States (US\$15,000.00) Dollars general damages for wrongful withholding and occupancy of the leased property for a continuous period of eight years.

The records also show that on December 16, 2016, the appellant filed a six-count bill of exceptions outlining errors allegedly committed by the trial Judge, His Honor Johannes Z. Zlahn, said errors already laid down in preceding paragraphs in this Opinion. A recourse to the records in this case leads the Court to critically analyze the portion of the ruling which states that Martin Wallace did not produce any evidence before court to substantiate his claim of ownership by title to the leased property. Under our law the Monthly and Probate Court for Montserrado County to include a circuit court sitting in its Probate Division cannot adjudicate issues of title, for such issues are cognizable before the Civil Law Court or a regular session of a circuit court wherein title of ownership is contested. The trial Judge proceeded wrongly by denying the title of ownership of the lessor, Martin Wallace, of the appellant but rather giving effect or recognition to the letters of administration issued to the administratrix, Victoria L. Wallace. This Court is also at a lost as to why the appellant was singularly held liable when the Probate Court failed to hold the

other children named in the complaint filed before the Probate Court. If the assumption is correct that the appellant is liable to the appellee in such amounts awarded by the trial Judge, then it goes without saying that Martin Wallace as well as the other stepchildren of the appellee could jointly or severally be held liable. The final ruling of the trial Judge is unjust and discriminatory in addition to the fact that the appellant is a licensed lessee who entered upon the leased premises with the consent of its lessor, Martin Wallace, who presented to the appellant a valid title deed to the said property which bears his name. The leased property been owned by Martin Wallace can never be part and parcel of the intestate estate of Benjamin Wallace. This Court therefore disagrees with the conclusion of the trial Judge that the property of Martin Wallace is an integral part of the intestate estate of Benjamin Wallace.

The question that also comes to mind, which is an auxiliary issue, concerns the period in which the subject lease agreement was executed between the appellant and Martin Wallace. Recourse to the records unravels that the subject lease agreement executed between the appellant and Martin Wallace took place during the lifetime of Benjamin Wallace, father of Martin Wallace. All these facts, how substantive they might be or not, touched on the claim of title by Martin Wallace. At that point, the trial Judge of the Monthly and Probate Court was under legal duty to refuse jurisdiction once title was in issue. The Supreme Court of Liberia has held in a line of Opinions that courts established and operating within the bailiwick of this Republic, the Supreme Court of Liberia inclusive, "are required first to determine their own jurisdiction over a given matter because where its authority is wanting, every action taken by such courts is non and void ab initio. In reliance, we refer to: *Firestone Plantations Company v. Kollie*, 41 LLR 63 (2002); *Camer Liberia Corporation v. A. H. Basma and Sons, Incorporated*, 32 LLR 100 (1984); *Scanship (Lib.) Inc. v. Flomo*, 41 LLR 181 (2002).

Moreover, as this Court attempts to delve into the rationale behind the ruling of the trial Judge by awarding both special and general damages to the appellee against the appellant, one may wonder, why the appellant, an innocent party, should bear the blunt of the Judge's ruling to the exclusion of Martin Wallace, its lessor? Our courts are well established to promote the ends of justice and equity, to leave unreversed the final ruling of the trial Judge would amount to the travesty

of justice. We are therefore of the considered opinion that the special and general damages awarded in this case are without any legal foundation and irregularly measured, more so, the wrong party, the appellant herein.

Wherefore, and in view of the foregoing facts and circumstances, the final ruling of His Honor Johannes Z. Zlahn, assigned Judge for the Monthly and Probate Court for Montserrado County, is reversed and the appeal granted with the modification that the appellee is at liberty to pursue the issue of her title to the disputed property before the appropriate court. The Clerk of this Court is hereby ordered to send a Mandate to the Monthly and Probate Court for Montserrado County, commanding the Judge presiding therein to resume jurisdiction over this case and give effect to this Judgment. Costs are ruled against the appellee. AND IT IS HEREBY SO ORDERED.