

IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA, SITTING
IN ITS MARCH TERM, A.D. 2025

BEFORE HER HONOR: SIE-A-NYENE G. YUOH.....CHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H.WOLOKOLIE.....ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA.....ASSOCIATE JUSTICE
BEFORE HIS HONOR: YAMIE QUIQUI GBEISAY, SR.,.....ASSOCIATE JUSTICE
BEFORE HER HONOR: CEATNEH D. CLINTON JOHNSON.....ASSOCIATE JUSTICE

Congress for Democratic Change (CDC) represented)
by & thru its Acting Chairman, Attorney Janga Kowo,)
of the City of Monrovia, Montserrado County, Republic)
of LiberiaInformant)

Versus)

BILL OF INFORMATION)

The Interstate of Martha Stubblefield Bernard)
represented by and thru its administrator, Ebrima)
Varney Dempster of the City of Monrovia, Montserrado)
County, Republic of Liberia1st Respondent)

AND)

The Intestate Estate William Thomas Bernard)
represented by its executor/administrator, Archibald F.)
Bernard, Nancy Feddy Bernard Freeman, Murray Bernard)
Vivian Bernard, William Bernard, Leona P. Bernard,)
Archibald F. Bernard and the Congress for Democratic)
Change (CDC), represented by its Acting Chairman)
Nathaniel McGill, of Monrovia, Montserrado County)
Republic of Liberia2nd Respondent)

GROWING OUT OF THE CASE :)

The Interstate of Martha Stubblefield Bernard)
represented by and thru its administrator, Ebrima)
Varney Dempster of the City of Monrovia, Montserrado)
County, Republic of Liberia Plaintiff)

Versus)

ACTION OF EJECTMENT)

The Intestate Estate of William Thomas Bernard)
represented by its executor/administrator, Archibald F.)
Bernard, Nancy Feddy Bernard Freeman, Murray Bernard)
Vivian Bernard, William Bernard, Leona P. Bernard,)
Archibald F. Bernard and the Congress for Democratic)
Change (CDC), represented by its Acting Chairman)
Nathaniel McGill, of Monrovia, Montserrado County)
Republic of Liberia Defendants)

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE COURT

The 1st respondent, Intestate Estate of Martha Stubblefield Bernard, represented by its administrator, Ebrima Varney Dempster, had previously filed an action of ejectment against the 2nd respondent, the testate estate of William Thomas Bernard, Sr., and the informant, the Congress of Democratic Change (CDC). The informant and 2nd respondent in this bill of information appealed from the ruling of the lower court adjudging them liable to the 1st respondent. On appeal the Supreme Court on September 22, 2016, confirmed the lower court's ruling, and ordered the informant and 2nd respondent ousted, ejected and evicted from the disputed property and the 1st respondent placed in possession thereof. The Mandate of the Supreme Court was not enforced due to the appointment of the 1st respondent's lawyer, Counsellor F. Musah Dean, Jr. as Minister of Justice. However, in March 2024, 1st respondent upon retaining the legal services of J. Johnny Momoh & Associate Legal Chamber, Inc. initiated action in pursuit of the enforcement of the Court's Mandate.

In a bid to prevent the enforcement of the Court's Mandate, the informant engaged the 1st respondent, Intestate Estate of Martha Stubblefield Bernard, and offered to purchase the portion of the 4.23 acres land occupied by it. In the purchase negotiation, the 1st respondent made it a precondition that the informant, CDC, settled the court's bill of costs, and pay rent for the period 2018-2023. The informant complied and remained in possession of the property while the purchase negotiation was ongoing. The informant however stalled the purchase negotiation, stating that a third-party, the intestate estate of Danielle P. Tucker Bernard, lay claim to the same property by an action of ejectment against both 1st and 2nd respondents and had a ruling made in its (Intestate Estate of Danielle P. Tucker Bernard) favor which ruling the 1st respondent appealed and now remains undetermined by this Court. The informant therefore requested for a yearly tenancy payment agreement until a determination is made by the Court.

The 1st respondent rejected the informant's request and pursued the enforcement of the Supreme Court's Judgment to have the informant ousted and evicted from the property.

It is this enforcement of the Supreme Court's Mandate of 2016, that the informant has filed this bill of information contending that the proceedings leading to the Judgment that is now being sought to enforce was fatal to the informant as it was never served a summons and brought under the jurisdiction of the court and which denied the informant its constitutional right to due process and the opportunity to submit its defenses.

Despite this contention of the informant, this Court sees that the informant does not deny that it leased the property from the 2nd respondent since 2005, and based on the final ruling of the Supreme Court in 2016, which awarded ownership of the disputed property to 1st respondent as against 2nd respondent, the testate estate of William Thomas Bernard, Sr., 2nd respondent, and its privy, the informant, then proceeded to make rental payment to the 1st respondent for six years (2018-2023) amounting to United States Three Hundred and Sixty Thousand Dollars (US\$360,000.00); thereby, recognizing the 1st respondent as actual owner of the property and that the informant subsequently entered into negotiation for the purchase of the property which 1st respondent stated was up for sale.

The informant has prayed this Court to revoke and set aside the writ of possession obtained by the 1st respondent in 2016, since it was not served a summons by the court below in the ejectment action filed by the 1st respondent in 2014, and final Judgment rendered in 2016.

This Court says that said prayer is inconsequential because the informant admits that it was placed on the disputed property by the executors /administrators of the 2nd respondent, the intestate estate of William Thomas Bernard. The Informant has also not denied that its previous lessor, the intestate estate of William Thomas Bernard, Sr. participated in the hearing of the ejectment action and that the court found its lessor, 2nd respondent, liable in the ejectment action to the 1st respondent, and issued a Mandate to have the 2nd respondent ousted and ejected. The informant's right of possession having been dependent on the legitimate title of its lessor, the 2nd respondent, and the Court found 2nd respondent liable to the 1st respondent in the ejectment action, the contention of the informant is irrelevant as it was in privy with the 2nd respondent.

This Court in the case, *Mahmound v Jolloh et al*, 37 LLR 3, 10-11 (1992) defines privy as mutual or successive relationship to the rights of property. In its broadest sense, the court says privy is defined as a mutual or successive relationship to the same right of property, or such an identification of interest of one person with another as to represent the same legal right; derivative interest founded on or growing out of contract, connection, or bond of union between parties, mutuality of interest. Thus, the executor is in privy with the testator, the heir with the ancestor, the assignee with the assignor, the donee with the donor, and the lessee with the lessor as in the instant case. This general principle which is applicable now is that upon recovery of a Judgment against a party, all those in privy with said party are bound by same and may be dispossessed of said property under the writ of possession issued thereon.

The 1st respondent having recovered judgment in her favor in the action of ejectment against the informant and the 2nd respondent, she was entitled to possession as a matter of right.

However, her subsequent acceptance of the Court awarded damages of United States Fifty thousand Dollars (US\$50,000.00) and rental arrears in the amount US\$360,000.00 from the informant as opposed to ousting, evicting and ejecting the informants from the subject property in line with the final judgment of the Supreme Court of 2016, essentially enforced by implication the said 2016 judgment and meant that the continuous use and enjoyment of the property by the informant was at the will of the 1st respondent, and created a landlord and tenant relationship.

We also note that the informant does not deny making payment to the 1st respondent the Supreme Court's awarded damages of US\$50,000.00, and that it further negotiated with the 1st respondent a negotiated rental amount of US\$360,000.00 for the period 2018-2023, representing six years occupancy of the property; therefore, the informant conceded to the 1st respondent as its landlord and cannot now deny being tenant at will of the 1st respondent. This Court has held that a tenant in possession of a conveyed property is estopped from denying, challenging, or disputing the landlord's title and may not defeat the landlord's suit for possession. *Jallah v. Intestate Estate of George S. B. Tulay*, Supreme Court Opinion, March Term, A.D. 2013.

We also note in the bill of information that the informant states that on the 5th day of July A.D. 2022, the intestate estate of Martha Stubblefield Bernard filed a notice of completion of appeal to the Honorable Supreme Court of Liberia from the final ruling of the trial court in the matter, the *Intestate Estate of Danielle P. Tucker Bernard v. The Testate Estate of Willaim Thomas Bernard and the intestate estate of Martha P. Thomas Bernard*, which appeal is pending undetermined before this Court; that the informant residing on the disputed property is therefore requesting the Court to consolidate its bill of information with the appeal of the *Intestate Estate of Danielle P. Tucker Bernard v. The Testate Estate of Willaim Thomas Bernard and the Intestate Estate of Martha P. Thomas Bernard*,

We fail to see how the two matters can be consolidated when the informant is not a party or has no legal title in the property as narrated supra. What this Court gather from this bill of information filed by the informant, CDC, is that the informant is attempting to circumvent its removal from the property by the 1st respondent while the case between the 1st respondent and Danielle Tucker Bernard plays out. The informant, CDC, in its negotiation with the 1st respondent to buy, wants to stall the purchase and continue to lease from the 1st respondent until the Supreme Court hears and decides the appeal between the 1st respondent and Madam Danielelle Tucker Bernard, and thereby, mitigates its risk in purchasing.

The question before this Court now is whether this Court can entertain the current bill of information under the facts and circumstances narrated?

A bill of information will lie to prevent a judge or any judicial officer who attempts to execute the Mandate of this Court in an improper manner, and that bill of information will also lie to prevent anyone whomsoever from interfering with the Judgment or Mandate of the Supreme Court: *John et al. vs Kaidii et al*, 41 LLR 277,282 (2002). The legal scope and purpose of allowing information proceeding is to review and correct any irregularity in the execution of a Mandate from this appellate Court to the lower court or in a matter pending before the Supreme Court; *Ahmadu v Sirleaf, III and Bartu Dorley v. Yessim El-Bim et al*, Supreme Court Opinion, March term A.D. 2013; *Kromah vs Badio et al. and Hill*, 34 LLR 85, 90 (1986).

The Revised Rules, Part 12 of the Supreme Court, provides that any counsellor who files a bill of information before this Court, assigning reasons thereof other than the reasons expressly prescribed by the Revised Rules on Bill of Information or held in Opinions of this Court shall be penalized by the imposition of a fine, suspension or disbarment.

We do not see in the informant's bill of information where it alleges that the lower court or the 1st respondent has attempted to interpret the judgment of the Supreme Court in an improper manner, or has attempted to interfere with the Judgment or Mandate of this Court. In fact, if anyone is attempting to obstruct the Judgment of the Supreme Court, it is the informant who by filing this bill of information is attempting to circumvent the ownership of the property by the 1st respondent whom this Court has opined is the owner of the property as against the 2nd respondent, the Intestate Estate William Thomas Bernard, the informant former lessor.

The informant's attempt to mitigate its risk to purchase cannot hinge on an appeal in which it is not a party on appeal, and even if said appeal is finalized in favor of the *Intestate Estate of Danielle P. Tucker Bernard*, this Court says it leaves the informant with no option but to deal with the prevailing party under a new arrangement since presently the title as per the Supreme Court's ruling is vested in the Interstate estate of Martha Stubblefield Bernard.

Clearly this bill of information filed by the informant is a legal charade and an affront to the Court which the Court considers impermissible. The risk to buy or not to buy the property from the 1st respondent is that which the informant must decide, and the filing of this frivolous bill of information before the court cannot be tolerated.

As provided by the statute, any counsellor, who files a bill of information before this Court, assigning reasons thereof other than the reasons expressly prescribed by the Revised Rules of the Supreme Court, Part 12, or held in Opinions of this Court, shall be penalized by the

imposition of a fine, suspension or disbarment. Counsellors A. Ndubuisi Nwabudike, Thompson M. Jargba and James N. Kumeh having filed this unmeritorious bill of information, they are fined the sum of Five Hundred United States Dollars (US\$500.00).

WHEREOFRE AND IN VIEW OF THE FOREGOING, the informant's bill of information is denied. Counsellors A. Ndubuisi Nwabudike is ordered to pay the sum of Five Hundred United States Dollars (US\$500.00) within 72 hours as of the reading of the Judgment of this Opinion. The Clerk is ordered to inform the parties of the Court's Mandate. Costs are ruled against the informants. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLORS A. NDUBUSI NWABUDIKE, THOMSON M. JARGBA AND JAMES N. KUMEH APPEARED FOR INFORMANT. COUNSELLORS J. JOHNNY MOMOH, JOSEPH N. TEGLI AND F. JUAH LAWSON APPEARED FOR RESPONDENT.