

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

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

Madam Edwina Blackie and Napoleon Bobai, of the)
those Stephen Tolbert Estate, Gardnersville Township,)
and all those acting under the scope of their authorities,)
Gardnersville, Montserrado County, Liberia)
.....Appellants)

Versus) APPEAL

The Intestate Estate of Patrick Wolo Saryene by and)
thru its Administrator, Patrick Nyanati Saryene, of the)
City of Monrovia County of Montserrado, Liberia)
.....Appellee)

GROWING OUT OF THE CASE:)

The Intestate Estate of Patrick Wolo Saryene by and)
thru its Administrator, Patrick Nyanati Saryene, of the)
City of Monrovia County of Montserrado, Liberia)
.....Plaintiff)

Versus) EJECTMENT

Madam Edwina Blackie and Napoleon Bobai, of the)
those Stephen Tolbert Estate, Gardnersville Township,)
and all those acting under the scope of their authorities,)
Gardnersville, Montserrado County, Liberia)
.....Defendants)

Heard: April 8, 2025

Decided: December 19, 2025

MADAM JUSTICE CLINTON-JOHNSON DELIVERED THE OPINION OF THE COURT

The Supreme Court *en banc* has been called upon by the appellants, Madam Edwina Blackie and Mr. Napoleon Bobai, to review and make a final determination into an ejectment action, in which a unanimous jury verdict of liable was rendered in favor of the appellee, the Intestate Estate of Patrick Wolo Saryene and said verdict was confirmed on May 20, 2021, by the Civil Law Court “B”, Sixth Judicial Circuit for Montserrado County, sitting in its March A. D. 2021 Term, presided over by His Honor Scheapl R. Dunbar.

A perusal of the records transcribed to this Court shows that on December 12, 2018, the appellee, the Intestate Estate of Patrick Wolo Saryene, filed an action of ejectment in the

Sixth Judicial Circuit Court against the appellants for defacing and wrongfully withholding portion of its property, situated in the Stephen A. Tolbert Housing Estate, Montserrado County, Liberia. The appellee, in its complaint in the court below, alleged essentially that it is the bona fide owner of a 0.21 parcel of land, containing buildings constructed thereon acquired through an honorable purchase from the National Housing Authority (NHA), for which a title deed was executed by NHA; that the appellants, without any color of rights, encroached upon the subject property, constructed a structure thereon and are currently residing on the disputed property, depriving the appellee's rights to the property and all efforts exerted to have the appellants vacate the subject property proved futile; that predicated upon the appellants' recalcitrance to vacate its property, the appellee filed an action of ejectment and attached a copy of a title deed issued by the NHA, and a copy of a Letters of Administration issued to the administrators by the Monthly and Probate Court for Montserrado County in support of his averments and pray the court to have the appellants ejected from the said property and to hold the appellants liable for damages in the amount of Thirty-Eight Thousand, Five Hundred United States Dollars (US\$38,500.00) for the wrongfully withholding of its property,

Upon receipt of the complaint, the appellants, on December 26, 2018, filed their answer to the appellee's complaint and contended primarily that the co-appellant, Edwina Blackie, is the administratrix of the Intestate Estate of Cecelia Saryene Kois, who is the owner of the property purchased for Seven Hundred Sixty-eight United States Dollars (US\$768.00) from NHA, evidence by a warranty deed, dated December 22, 2010, in favor of her late mother, Cecelia Saryene Kois, daughter of the late Patrick Wolo Saryene; that she deserves the right to construct a structure thereon and prayed that the appellee's complaint be dismissed for reason that it failed to state the amount paid by his late father, Patrick Wolo Saryene for the parcel of land for which the NHA conveyed title to him; and that the appellee's prayer for damages award of Thirty-Eight Thousand, Five Hundred United States (US\$38,500.00) be denied for lack of legal basis.

Subsequently, after the filing of the appellants' answer, the appellee filed its reply, withdrew and amended same and on January 14, 2019, filed its amended reply to the appellants' answer, contending that said answer should be stricken because the appellants lack the capacity to contest the disputed property for their failure and neglect to annex to their answer a letters of administration evidencing their authority to defend the said property; that the appellants' assertion of ownership to the disputed property is not validated by any evidence as to the conveyance of title to Edwina Blackie by Will, Last Testament or a transfer deed from her late mother to her; and that the purported title deed attached to her

answer bears the name of her late mother, Cecelia T. Kois; that the said Edwina Blackie's late mother, Cecelia Saryene Kois, prior to her death, obtained the disputed property from the NHA in the name of her late father, Patrick Wolo Saryene, to avoid marital dispute; that the late Cecelia Saryene Kois was not the mortgagee of the subject property to obtain title deed from the National Housing Authority; and the admission that the disputed property is owned by the late Patrick Wolo Saryene which real property is in the name of Cecelia Saryene Kois is a product of fraud because prior to her death, the deceased along with her siblings administered the Intestate Estate of their father, Patrick Wolo Saryene and continued to pay the rental to the National Housing Authority until the mortgaged amount was liquidated. In consequence thereof, the NHA issued title deed, thus conveying the subject property in the name of their deceased father.

In furtherance thereof, on May 16, 2019, Madam Janingda D. Gopeya, filed a motion to intervene, along with an intervenor's answer, alleging essentially that she is a daughter of the late Cecelia T. Kois, and also an administratrix of her late mother's Intestate Estate, contending that the only option available to defend the subject property is by the court's permission to grant her motion to intervene, as a matter of law, because her interest in the subject property is at risk and she is rightly suited to interpose adequate defense; that the title deed relied upon by the appellee was procured through fraud in that it does not contain any monetary value, while the title deed obtained by her late mother from the NHA has a value of Seven Hundred Sixty-Eight United States Dollars (US\$768.00), dated August 16, 2011. However, on May 22, 2019, at the hearing of the motion to intervene, the appellee having interposed no objection, the trial court granted the motion and the intervenor was made a party defendant. Thereafter, the case was ruled to trial, having exhausted all the pretrial formalities.

When trial commenced, the appellee introduced four witnesses, including himself, all of whom corroborated that the property, subject of this controversy, is the property of the late Patrick Wolo Saryene, by virtue of the fact that during the life time of the deceased, he entered a mortgage agreement with the National Housing Authority for unit EC-106 in 1975 for the property situated within the Stephen A. Tolbert Housing Estate, Gardnerville, Montserrado County, Liberia, and continued the rental payment for the said mortgage up to his demise in 2007.

The appellants, for their part, introduced three witnesses who corroborated that the late Patrick Wolo Saryene, grandfather to witnesses Edwina Blackie and Janingda Gopeya, entered a mortgage agreement with the NHA in 1975, made rental payments for the subject

property until his death in 2007; that the mortgage was renewed in 2006 while their late mother, Cecelia Saryene Kois, the elder daughter of the late Patrick Wolo Saryene, continued the rental payment until the full mortgage amount was liquidated; and that upon completion of the rental payment, the NHA issued a title deed in the name of their late mother for the disputed property.

The records also show that the appellee's rebuttal witness, Attorney Varfee Siron, Estate Manager and In-House counsel for the National Housing Authority, testified that consistent with the NHA mortgage program, once the institution enters an agreement with a person who has a property interest, it recognizes no other person for the selfsame property and that whenever a rental payment is made on behalf of the mortgagee, the receipt issued thereto is in the name of the mortgagee, not the payer, especially, when the original mortgage contract is not cancelled; that upon completion of rental payment, the title deed is issued in the name of the mortgagee because he/she is the client of record; that there is no documentary evidence to show that the agreement between the NHA and Patrick Wolo Saryene was renewed; hence, the title deed issued by the NHA was in the name of Patrick Wolo Saryene; that upon request to the NHA by the Monthly & Probate Court for Montserrado County to provide information as to the ownership of unit EC-106, the research of the institution's records revealed that Patrick Wolo Saryene was the holder of the mortgage agreement with the NHA, for which a title deed was issued in the name of the deceased; that there was no record to show whether Cecelia Saryene Kois, the deceased daughter, entered a mortgage agreement with the National Housing Authority, or the one that existed with Patrick Wolo Saryene was renewed and transferred in the name of his daughter, Cecelia Saryene Kois, therefore, the title deed bearing the name Cecelia Saryene Kois is not authentic.

Subsequently thereafter, and at the end of the production of evidence, the trial jury brought down a unanimous liable verdict against the appellants. The appellants noted exception to the verdict and gave notice that they would take advantage of the statute controlling. On May 20, 2021, the trial court entered its final ruling, which confirmed the jury's liable verdict and ordered the appellant evicted from the subject property. To this final ruling, the counsel for the appellants noted exception and announced an appeal to the Supreme Court sitting in its October Term, A.D. 2021. Excerpts of the ruling are quoted verbatim for the benefit of this Opinion:

"It is settled law that where a party offers not a scintilla of evidence at a trial in denial of testimony against him, it shall be considered as concession by him of the truth of the testimony offered. *David v. David*, 19 LLR 150 (1969). Defendants

failed to establish exactly just how the late Cecelia T. Koisi became owner of EC-106, as they did not deny the testimonies by plaintiff's witnesses that Patrick W. Saryene was the one that had a valid mortgage agreement with the NHA for EC-106. No evidence was produced to prove that Cecelia T. Koisi ever executed any agreement with the NHA for EC-106 in her own name after the death of her father. Additionally, defendants themselves, admitted during trial that the late Patrick W. Saryene executed a mortgage agreement with the NHA for the property and was the principal occupant of the property. All admissions made by a party himself or his agent acting within the scope of his authority are admissible. 1 LCLR, Civil Procedure Law, Section 25.8(1). Moreover, a person inducing belief in the existence of a certain state of facts is estopped from denying subsequently that such state of facts does not exist. *Bailey v. Sancea*, 22 LLR 59 (1973). Defendants having admitted that the late Patrick W. Saryene was the principal occupant and mortgagee of EC-106, they are estopped from contending that the property was owned by their late mother.

This court says that the evidence in this case is overwhelming as to the late Cllr. Patrick W. Saryene's ownership of EC-106. Where the jury arrives at a verdict after having given consideration to evidence which is sufficient to support a verdict, the verdict should not be disturbed. *American Life Ins. Company, Inc. v. Holder*, 29 LLR 143 (1981); *Liberia Oil Refining Company v. Mahmoud*, 21 LLR 201 (1972). Additionally, when plaintiff in an ejectment action has shown a valid and legal title to property, he or she is rightfully entitled to recover the said property in dispute upon the strength of that title. *Tulay v. Salvation Army (Lib.) Inc.*, 41 LLR 262 (2002). The plaintiff's estate having established by clear and convincing evidence that the late Cllr. Patrick W. Saryene was the legitimate owner and principal occupant of EC-106 at the Stephen Tolbert Estate, it is entitled to the possession of the property.

Wherefore, and in view of the foregoing, defendants are herewith adjudged liable in ejectment and are ordered evicted from the subject property. The clerk of court is ordered to issue a writ of possession and place same in the hands of the sheriff, who shall proceed to the subject property and put plaintiff in full possession thereof. Costs disallowed. And it is hereby so ordered".

Following the court's ruling, the appellants, on May 26, 2021, filed a fifteen count approved bill of exceptions and this Court observes that the entire bill of exceptions is replete with the objections sustained or overruled by the trial judge during the course of the trial and has presented only one issue for the determination of this appeal; which is:

Did the appellee establish title to the disputed property, that is, the 0.21 lot of land containing the "Unit EC-106" of the Stephen Tolbert Estate by the preponderance of evidence?

To simplify, the major contentions between the parties are, that the appellee, the Intestate estate of Patrick Wolo Saryene, through its administrator Patrick Nyanati Saryene, is alleging that it is the owner of 0.21 parcel of land containing Unit EC-106, situated in the Stephen Tolbert Estate, which was purchased through a mortgage agreement by the decedent, Patrick Wolo Saryene, entered into with the National Housing Authority (NHA) in

1975, prior to his demise, that is to say, the appellee is claiming ownership of the disputed property as administrator for his father's estate; while the appellants, Madam Edwina Blackie and Napoleon Bobai, is contending that their late mother, Cecelia T. Koisie who was the elder daughter of the late Patrick Wolo Saryene, owned the subject property by virtue of a title deed issued to her by the NHA, she having continued and completed the payment of the said mortgage agreement with the NHA, following the death of her father, Patrick W. Saryene; that is to say that the appellants are claiming ownership to the disputed property as administrator for their mother's estate.

It is a mandatory requirement and a well enunciated principle of law, found in several Opinions of the Supreme Court that "a plaintiff in every ejectment action must recover on the strength of his own title and not upon the weakness of the defendant's title". *Teahjay v. Dweh*, Supreme Court Opinion, October Term, A.D. 2013, decided January 2014; *Williams et al v. Karnga et al*, 3 LLR 234, 236 (1931). Therefore, this Court answers in the affirmative that the appellee established title to the disputed property, that is, the 0.21 lot of land containing the "Unit EC-106" of the Stephen Tolbert Estate by the preponderance of evidence.

This Court says that it is a constitutional right guaranteed under Article 22 of the 1986 Constitution of Liberia that: "Every person shall have the right to own property alone as well as in association with others; provided that only Liberian citizens shall have the right to own real property within the Republic".

The property involved in this matter was originally owned by the NHA, who is the sole custodian of the records of ownership to said property. Even though the Constitution guarantees the rights to own property alone and as well as in association with others, the NHA's testimony in this case clearly show that ownership of the property was vested in the late Patrick Wolo Saryene. According to the NHA, in order for title to have passed from the late Patrick Wolo Saryene to Cecelia Koisie, the mortgage agreement should have been canceled and a new mortgage agreement entered into between the NHA and Cecelia Koisie. In the absence of the showing by the appellants that the mortgage agreement between Patrick Wolo Saryene and NHA, was canceled and Cecelia Saryene Koisie entered a new mortgage with the NHA, which new agreement would substantiate that the property in dispute was now for Cecelia Saryene Koisie, this Court does not see how the appellants can claim the property on the strength of their deed. The appellants' claim that the appellee's mortgage deed does not have the amount stated therein is the weakness of the appellee's title deed, whereas, the law in this jurisdiction states that in the case of an ejectment action,

a party must survive on the strength of its own deed but not on the weakness of the others. It is the responsibility of the appellants to show that the mortgage agreement of the late Patrick Wolo Saryene was canceled and a new mortgage agreement was entered into bearing the name of Cecelia Kois, but this, from the records, the appellants, did not provide to the court. From the records, this Court says that in support of the facts that the appellants claimed that the deed of the appellee did not state an amount, it is the responsibility of the NHA who is the custodian of the authentic records to have question such deed; instead the NHA acknowledged the authenticity of the appellees' deed.

In furtherance of the above mentioned contentions, the appellants not having provided any legal authority to substantiate their averments, or documentation from the NHA confirming their contention, coupled with the fact that neither has our research found any principle of law in support of the appellants' contentions, we hold that the argument of the appellants as contained in their answer quoted *supra* is entirely flawed and has no legal foundation in our jurisprudence; hence, we must confirm the trial judge's ruling, especially so when the NHA clarified that the title deed issued to Cecelia Kois was not authentic because at no time did the NHA ever enter into a mortgage agreement with Cecelia Kois, but rather with her late father, Patrick Wolo Saryene.

It is an overwhelming fact, supported by the records that the late Patrick Wolo Saryene was the legitimate owner, as well as the principal occupant of Unit EC-106 situated in the Stephen Tolbert Estate, as a consequence of a mortgage agreement the deceased entered with the National Housing Authority from 1975 up to his death in 2007. It is the law in this jurisdiction that "the primary objective in suits of ejectment is to test the title of the parties and to award possession of the property in dispute to that party whose chain of title is so strong as to effectively negate his adversary's right to recovery". *Tulay v. Salvation Army (Liberia) Inc.*, 41 LLR 262, 275(2002); *Duncan v. Perry*, 13 LLR 510, 515 (1960).

Further, this Court, taking recourse to the records transcribed before us, it observes that the testimonies produced by the witnesses on both sides of the controversy did not contradict the fact that the late Patrick Wolo Saryene entered a mortgage agreement with the National Housing Authority for a 0.21 parcel of land containing "Unit EC-106 in 1975 and continued to pay the mortgage rental up to his death in 2007. For the benefit of this Opinion, we quote excerpts of the testimonies:

Appellee's first witness, Patrick Nyanti Saryene:

Q. "Mr. witness, please say to this court by what means the defendant and her father want to take your father's property?"

A. "In the year 1975, my father and the national housing authority [entered] into a mortgage agreement for 30 years. This agreement was renewed in 2006 by the National Housing Authority..."

Appellee's second witness, Patrick Wolo Saryene:

Q. "Mr. Witness, you have been called by the plaintiff to testify on his behalf, please refresh your mind and explain what transpired that made the plaintiff to file complaint before this court?"

A. "First, my brother was denied access to the house which is situated at the Stephen Tolbert Estate EC-106. The property in question belongs to my father, the late Cllr. Patrick Wolo Saryene, through a mortgage agreement that was signed between him and the National Housing Authority in 1975."

Appellants' first witness, Edwina K. C. Blackie:

Q. "Madam witness, how did you get the property?"

A. "When my grandfather was alive he arranged for EC-106 and he paid for the property until his death. When he died, my mother was the one who completed the payment..."

Q. "Are you aware of the agreement between [National] Housing Authority and your grandfather?"

A. "Yes"

Q. "Madam Witness, beside the agreement between your grandfather and National Housing Authority, is there any agreement between your mother and National Housing Authority?"

A. "I don't know about any agreement, but the former President, Ellen Johnson Sirleaf, said that if you are above 60 [years] the government will give you the property free of charge, but when you are not 60 years, you will pay. That is how my mother paid".

Appellants' second witness: Janingda D. Gopeya

Q. "Madam witness, what do you mean by your mother is the owner of the unit?"

A. "Because she completed the mortgage agreement that was issued by the NHA for which she was issued a deed by NHA".

Q. "...my question is, how can you be a beneficiary of the property that you were not born when the agreement to said property was entered into by your late grandfather and the National Housing Authority?"

A. "I know that I am a beneficiary because when my grandfather died, his mortgage agreement ended, and my late mother continued the payment from where he stopped".

Q. “Madam Witness, am I correct to say that your late mother completed the payment to the subject property based on the mortgage agreement that was entered into by your late grandfather and the National Housing Authority?”

A. “Yes”

The foregoing testimonies of the witnesses, especially, those of the appellants, who are not only witnesses, but also grandchildren of the late Patrick W. Saryene, clearly show that the property in question was owned by the late Patrick Wolo Saryene, by virtue of the mortgage agreement the decedent entered into with the NHA in 1975. Though it is not disputed that the appellant’s mother completed the mortgage payment after her father’s death in 2007, this completion of payment did not vest in her a title of ownership to the property, which is the subject of the ejectment action, in so far as the appellants failed to produce any document to convince this Court that their late mother, Cecelia T. Kois, entered a subsequent mortgage agreement with the National Housing Authority for Unit EC-106 after the death of her father, Patrick Wolo Saryene; the mortgage agreement that is proffered by the appellants carried the name of the late Patrick Wolo Saryene. This Court says that the appellants failed to provide the evidence to substantiate their allegations. It is the law that “he who alleges the existence of a fact must prove it and must do so by the best available evidence”. *Civil Procedure Law, Rev. Code 1:25.5; Charles R. Johnson et al. v. Jessie S. Payne*, Supreme Court Opinion, October Term, A. D. 2023; *Juliana and Comfort Teah v. His Honor Joseph Andrews*, 39 LLR 493 (1999).

Further, from the inspection of the records, including title deed, issued by the National Housing Authority, copies of the original mortgage agreement of 1975, and that of the 2006 renewal of said mortgage agreement witnessed by the late Cecelia T. Kois, elder daughter of the mortgagee, and mother to the appellants, speak to the ownership of the late Patrick Wolo Saryene of the subject property.

Moreover, the testimony provided by the Estate Manager and In-House Counsel for the National Housing Authority, Attorney Varfee Siryon supports the claim of the ownership right of the late Patrick Wolo Saryene to the disputed property growing out of a mortgage agreement between the NHA and Patrick Wolo Saryene. The fact that the said testimony was not rebutted by the appellants, is deemed admitted. For it is the law hoary with age that “the failure of a person to reply to an oral statement made and introduced into evidence against him, where he had the opportunity to act, is an implied admission of the facts”. *Wlo Flo v. RL* 29 LLR 3 (1981); *David v. David*, 19 LLR 150 (1969); *Tom Harris v. David Woah*, Supreme Court Opinion, March Term, A.D. 2024. Even so, the law in this jurisdiction states

that “all admission made by the party himself or by his agent acting within the scope of his authority are admissible.” *Civil Procedure Law, Rev. Code:1.25.8.*

In consonance whereof, and in keeping with the reasons stated in this Opinion, we hold that the appellee, the Intestate Estate of Patrick Wolo Saryene, proved by the preponderance of evidence that the late Patrick Wolo Saryene had ownership to the subject property. We observed that the appellants and the appellee are all beneficiaries to the said estate; that is to say, that the administrator of the estate, Patrick Nyanati Saryene is the son of the late Patrick Wolo Saryene, and the appellants, Edwina Blackie and Janingda D. Gopeya are grandchildren of the late Patrick Wolo Saryene who was the father of the appellants’ late mother.

The records in this case show that the mortgage agreement with the National Housing Authority with the late Patrick Wolo Saryene was not cancelled for a new mortgage agreement to have been entered into with the appellants’ late mother. The records also show that the National Housing Authority who is the mortgagor confirmed this information and informed the trial court that the title deed issued to Cecelia Saryene Koisi was void.

Further, the fact that the mortgagor, National Housing Authority who has all the source documents confirmed the ownership of the said property, the administrator of the estate of the late Patrick Wolo Saryene had the right of possession of the disputed property and to manage the said estate in accordance with the Decedent Estates Law.

WHEREFORE, AND IN VIEW OF THE FOREGOING, the final ruling of the trial court is hereby affirmed. The Clerk of this Court is ordered to send a Mandate to the trial court, commanding the judge presiding therein to resume jurisdiction over this case and enforce the Judgment of this Opinion. Costs are ruled against the appellants. AND IT IS HEREBY SO ORDERED.

Affirmed.

When this case was called for hearing, Counsellor Lawrence Yeakula appeared for the appellants. Counsellors Kebeh S. Freeman Saryon and Jallah A. Barbu appeared for the appellee.