

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

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

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Liberty Christian Center Overcomers, represented )  
by its Head Pastor Simeon Dunbar of Soul Clinic )  
community and Ms. Bernice Blamah, all of the )  
City of Paynesville, Liberia.....Appellants )  
Versus ) APPEAL

Mrs. Nohad Mensah formerly Nohad Milage Hage )  
of 9402 Rushmore Ct., Montgomery County, )  
Maryland, USA, represented by her Attorney-In- )  
fact Mrs. Edith Hage Seigeh, formerly Edith Hage )  
Smith of the City of Monrovia, Liberia.....Appellee )

GROWING OUT OF THE CASE:

Mrs. Nohad Mensah formerly Nohad Milage Hage )  
of 9402 Rushmore Ct., Montgomery County, )  
Maryland, USA, represented by her Attorney-In- )  
fact Mrs. Edith Hage Seigeh, formerly Edith Hage )  
Smith of the City of Monrovia, Liberia.....Plaintiff )

Versus ) ACTION OF EJECTMENT

Liberty Christian Center Overcomers, represented )  
by its Head Pastor Simeon Dunbar of Soul Clinic )  
community and Ms. Bernice Blamah, all of the )  
City of Paynesville, Liberia.....Defendants )

Heard: November 19, 2025

Decided: February 12, 2026

MR. JUSTICE KANNEH DELIVERED THE OPINION OF THE COURT

The instant appeal originates from a final ruling rendered by the trial judge of the Sixth Judicial Circuit, Civil Law Court, Montserrado County, in an action of ejectment, wherein the jury returned a verdict of liable against the appellants herein, Liberty Christian Center Overcomers and Ms. Bernice Blamah, and in favor of the appellee herein, Mrs. Nohad Mensah formerly Nohad M. Hage, represented by and thru her attorney-in-fact, Mrs. Edith Hage Seigeh.

The allegations contained in the complaint basically state that the appellee, Mrs. Nohad Mensah is the owner of two (2) lots of land, lying and situated in the Soul Clinic Community, Paynesville, Montserrado County, purchased by her deceased

father Mr. Milad R. Hage from Henry Richards in her name; that the co-appellant Ms. Bernice Blamah without any color of title illegally entered upon the said property and has authorized the co-appellant Liberty Christian Center Overcomers to construct structures thereon, despite the appellee's notice that they, the appellants, vacate her property; and that for the illegitimate and wrongful withholding of the appellee's property, the appellants are liable to pay general damages in the amount of US 500,000.00 (United States Dollars Five Hundred Thousand) plus punitive damages of L\$ 100,000,000.00 (One Hundred Million Liberian Dollars) for the illegal withholding of the appellee's property.

On September 26, 2016 and in response to the complaint, the appellants jointly filed a seven-count answer alleging *inter alia* that contrary to the appellee's claim of ownership to the disputed property, they (appellants) are in lawful possession of the subject property based on a lease agreement executed on October 16, 2000 between the father of the co-appellant Ms. Bernice Blamah (lessee) and the appellee's late father, Mr. Milad R. Hage (lessor) for a period of twenty (20) years spanning from 2000 to 2020 with several optional periods; that in February 2005, prior to the expiration of the first five (5) years under the lease agreement, the appellee's father subsequently issued a warranty deed in favor of Mr. Moses Blamah, father of the co-appellant Bernice Blamah for the property, subject of the present proceedings; that Mr. Milad Hage deeded the disputed property to Mr. Moses Blamah in exchange for a parcel of land located in Redlight which Mr. Blama gave him (Mr. Milad Hage) for business purpose; and that they (appellants) did not wrongfully withhold the appellee's property for which damages will lie.

On October 6, 2016, the appellee filed a ten-count reply recounting the averments in her complaint and further contending that the lease agreement and the deed proffered by the appellants are products of fraud.

Thereafter, trial was conducted and at the close of the evidence by both sides, the trial judge forwarded the matter to the jury for their determination. Subsequent thereto, the jury returned a unanimous verdict in favor of the appellee, and which verdict was confirmed by the trial judge. The appellants noted exceptions to the ruling of the trial judge, announced an appeal to the Supreme Court and thereafter

filed a five-count bill of exceptions for this Court's review, mainly challenging the verdict of the jury that same was against the weight of the evidence.

The foregoing narrative of the facts presents a picture of the happenings at the trial court. However, a thorough review of the appellant's bill of exceptions reveals the following observations by this Court of *denier resort*:

1. That contrary to the findings of the trial court, the disputed property was deeded to the appellants by the appellee's deceased father Mr. Milad Hage through a warranty deed issued in favor of Moses Blama, father of the co-appellant Bernice Blama in 2005. Hence, the trial judge committed reversible error when he affirmed the verdict of the jury awarding the disputed property to the appellee; and that the jury verdict is contrary to the weight of the evidence.
2. That the trial judge committed further reversible error when he ignored the fact that the appellee's father acted in the capacity of her natural guardian when he deeded the property to the father of the co-appellant Bernice Blamah.

Having reviewed the basic contentions of the appellants as outlined in their bill of exceptions and brief, we will now proceed to address the cardinal issues raised in the appellants' bill of exceptions.

As indicated herein above, the primary contentions of the appellants are that the appellee's deceased father Milad Hage entered a lease agreement in 2000 with Mr. Moses Blamah, father of the co-appellant Bernice Blamah, authorizing him as per the said agreement to construct structures on the disputed property; that following the execution of the lease agreement, the deceased, Mr. Milad Hage issued a deed in favor of Mr. Moses Blamah. The appellants further contend that this agreement was part of a private arrangement between Mr. Milad Hage and Moses Blamah, in which private arrangement Moses Blamah in exchange for the two (2) lots of land in Soul Clinic gave Mr. Milad Hage a parcel of land located in Redlight for business purpose.

For its part, the appellee described the said lease agreement and the subsequent issuance of a deed in favor of Mr. Moses Blamah for the disputed property by her deceased father as a fraudulent design intended to deprive her of her legitimate property; and that assuming her deceased father entered any such agreement, same is *ultra vires* as the law does not permit any person to lease or convey the property of a minor without expressed authorization from the Probate Court.

Having stated the basic contentions of the parties, we first take judicial cognizance of the fact that both the appellants and the appellee are in agreement that the disputed property was purchased in the name of Nohad Mensah formerly Nohad Milage Hage by her deceased father Mr. Milad Hage when she was still a minor; that the appellee's late father throughout the proceedings leading to the leasing and subsequent sale of the property subject of the current dispute played the role of a guardian to his daughter for all intents and purposes since she was still a minor and could not legally represent herself in contractual dealings nor authorized by law to issue power of attorney in her father's favor.

Having established that the deceased functioned in the capacity of a guardian to his daughter when he leased and subsequently issued a deed in favor of Mr. Moses Blamah for the disputed property, we deem it appropriate to quote the relevant provisions of the Domestic Relations Law and the Children's Law of 2011 on guardianship.

4.12. In general. The Probate Court has power over the property of a minor and is authorized and empowered to appoint a guardian of the person or of the property, or both of a minor whether or not the parent or parents of the minor are living

4.21. A guardian of the property of a minor or guardian in socage shall safely keep the property of his ward that shall come into the custody and shall not convert, nor make or suffer any waste, sale or destruction of such property, but shall keep in repair and maintain the houses, gardens, and other appurtenances to the lands of his ward, by or with the issues and profits thereof or with such other moneys belonging to his ward as shall be in his possession, and shall deliver said property to his ward, when he comes to full age, in at least as good condition as such guardian shall receive it, inevitable decay and injury only excepted; and shall answer to his ward for the

issues and profits of the real property received by him by a lawful account, to be settled before the probate court having jurisdiction thereof. If any guardian shall convert, or make, or suffer any waste, sale or destruction of the property of his ward, he shall lose the custody of the property of the ward and of such ward, if also the guardian of his property, and shall be liable to the ward for any damages caused thereby. Section 4.21, Domestic Relations Law of Liberia

Article 3, Sections 17.1 and 17. 2 of the Children's Law of Liberia provide as follows:

17.1 Every child shall have the right to benefit from any inheritance left to the child by the child's parents.

17.2 No guardian, caregiver, executor of a will, administrator, or other such person shall dispossess any surviving child of the child's inheritance.

As per the cited provision of Section 4.12 of the Domestic Relations Law, before a guardian can take any action regarding the property of a minor, he or she must first receive authorization from the Probate Court. Noting this mandatory provision of the statute, we will proceed to inspect the trial records to see whether Mr. Milad Hage (deceased) indeed obtained authorization from the Probate Court to dispose of the appellee's property in the form and manner in which he did.

Our inspection of the records reveals that Mr. Milad Hage (deceased) entered a lease agreement in 2000 with Mr. Moses Blamah for a parcel of land situated in Soul Clinic, Paynesville with several optional periods. We further note from the records an agreement of sale dated 2005 executed between Mr. Milad Hage (deceased) and Mr. Moses Blamah for the appellee's property without her expressed consent as the records revealed she was 19 years in 2005. However, in all of these transactions, the records show that the deceased did not obtain authorization from the Probate Court to lease or sell the appellee's property. Moreover, Article 3, Sections 17.1 and 17.2 of the Children's Law of Liberia established that no guardian, caregiver, executor of a will, administrator, or other such person shall dispossess any surviving child of the child's inheritance.

Hence, the deceased's act of leasing or selling the appellee's property even after she has reached majority and without obtaining authorization from the Probate Court is *ultra vires*.

This Court has held in a litany of Opinions that the acquisition of real property is evidenced by a title deed issued and signed by the grantor to the grantee, although in some instances, acquisition of realty may be by virtue of inheritance, but conveyance thereof is ultimately achieved via execution of a title deed; "that unless one holds a legitimate title to a piece of land, the quality of investment made thereon makes little or no difference whatsoever in the eye of the law. The size of one's investment on land for which you hold no title does not and will not, as a matter of law, divest the legitimate owner of his/her title or deprive him/her of the right to hold and enjoy same, nor would construction or development confer legal title to the developer. Only by proper means of conveyance shall title be transferred from one person to another; that a conveyance of realty by a person not possessed of title at law or equity is a vacuity. Building on a land is not one of those means recognized by law in our jurisdiction." *Marwolo v. Reeves*, Supreme Court Opinion, October Term, 2009; *David Johnson vs. Valesius Johnson*, Supreme Court Opinion, October Term 2020. Therefore, as per the decisional laws of this Court, the conveyance by the appellee's deceased father can be equated to a fraudulent conveyance. A fraudulent conveyance generally may be defined as a transaction by means of which the owner of real property makes such conveyance which operates to the prejudice of the legal or equitable rights of other persons. 37 AM. JUR 2d., *Fraudulent Conveyance*, § 1, page 691; *Wilson et al v Wilson et al*, 37 LLR 420, 423 (1994). Hence, if the appellants feel injured by the acts of the deceased Mr. Milad Hage due to their contractual dealings, they are not without remedy at law.

As to the damages of USD 20,000.00 and LD 100,000.00 awarded by the jury and confirmed by the trial judge, this Court says that the law in this jurisdiction provides for recovery of damages in an ejectment action. Our Civil Procedure Law, Rev. Code (1974), 1:62.3 succinctly states: "In a complaint in an action of ejectment, the plaintiff may demand damages for wrongful detention of the real property as well as delivery of possession."

Moreover, the act of depriving a person of his or her property by means of illegal occupancy and wrongful withholding, entitles the affected party to recovery of

general damages as a matter of law. Notwithstanding, it is a legal requirement that a plaintiff presents proof to warrant the scale of the award of general as well as special damages. *Wessedi Sio Njoh v. The Intestate Estate of C. Harry Gbesi*, Supreme Court Opinion, March Term, 2023. Hence, the trial records having established that the appellants wrongfully withheld the appellee's property, damages will lie as a matter of law and we so hold.

However, taking judicial cognizance of the fact that the parties in the present suit do not dispute that the occupancy of the Soul Clinic property was part of the consideration for the lease of the Redlight property to the deceased by Mr. Blama, the appellants are at liberty to file the appropriate legal action against the estate of the deceased to protect their legal interests.

WHEREFORE, AND IN VIEW OF THE FOREGOING, the ruling of the trial judge confirming the verdict of the jury is hereby affirmed. The appellants are ordered ousted, ejected and evicted from the appellee's premises. 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 this Judgment. Considering the circumstances of these proceedings, costs are disallowed. AND IT IS HEREBY SO ORDERED.

*When this case was called for hearing, Counsellors Ziaye B. Dehkee appeared for the appellant. Counsellor Roland F. Dahn of the Law offices of Yonah, Obey, and Associates appeared for the appellee.*