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

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 : CEAINEH D. CLINTON-JOHNSON........... ASSOCIATE JUSTICE
BEFORE H I S HONOR : BOAKAI N. KANNEH .............................. ASSOCIATE JUSTICE

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| The Intestate Estate of Aaron Brown by and thru its Administratrix, Rose Gbeu Brown Bickel and, Velma Brown-Ross, of the City of Monrovia, Liberia…Appellant | |
| Versus | APPEAL |
| Mr. Praise Glory Lawal of the City of Monrovia, Liberia Montserrado County……………………..……..Appellee | |

GROWING OUT OF THE CASE

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| The Intestate Estate of Aaron Brown by and thru its Administratrix, Rose Gbeu Brown Bickel and, Velma Brown-Ross, of the City of Monrovia, Liberia, Petitioners | |
| Versus | PETITION FOR THE CANCELLATION OF LEASE AGREEMENT |
| Mr. Praise Glory Lawal of the City of Monrovia, Liberia Montserrado County……………………..…….Respondent | |

Heard: June 8, 2026 Decided: August 27, 2026

MADAM JUSTICE CLINTON-JOHNSON DELIVERED THE OPINION OF THE COURT

The appeal before this Supreme Court *en banc* grows out of the April 7, 2017 ruling of the Six Judicial Circuit Civil Law Court for Montserrado County, which denied the appellant's petition for cancellation of lease agreement filed on September 16, 2016. From this final ruling of the trial court, the appellant noted exception and appealed to this Court *en banc*.

The records before us show that the appellants, Rose Gbeu Brown Bickel and Velma Brown- Ross are grandchildren of the late Aaron Brown, who was the original owner of the property subject of the lease agreement; that the late Aaron Brown had two sons, the late Charles Brown and the late Raymond Brown; and the appellants are their children, who are the administratrixes of the interstate estate of Aaron Brown. The records further reveal that on September 1, 2012, Williamson Brown, Lewis Brown, and Velma Brown-Ross, in their capacity as administrators/trix, negotiated and signed a 24 year lease agreement in the name of the estate with the appellee, Mr. Praise Glory Lawal, for a building owned by the interstate estate of Aaron Brown; and that prior to the signing of the said lease agreement, Williamson Brown, Velma Brown-Ross, and Lewis Brown obtained letters of administration to administer the said estate on August 20, 2012.

Four years later, on August 30, 2016, one of the signatories to the said lease agreement, Velma Brown-Ross, joined Rose Gbeu Brown Bickel and obtain letters of administration, and thereafter, on September 16, 2016, filed a 17-count petition for cancellation of the lease agreement on grounds that the signatories representing the estate in the agreement misrepresented the estate; that the agreement was not at arms-length; that the children of Charles Brown were excluded during the negotiation and signing of the lease agreement; and that the lease agreement is unconscionable.

The appellee, in its response, averred that the petitioner's petition for cancellation of the lease agreement presents no triable issue; that he executed a valid lease agreement with the Intestate Estate of Aaron S. Brown, represented by and thru its administrators/administratrix, Williamson Brown, Velma Brown-Ross, and Lewis Brown who presented a valid letters of administration issued by the Monthly and Probate Court of Montserrado County; that there already existed letters of administration in favor of Williamson Brown, Velma Brown-Ross, and Lewis Brown which he relied upon for the execution of the lease agreement; that said letters of administration has not been revoked and therefore the emergence of another letters of administration is unfounded and a product of misrepresentation, hence, the petitioners had no standing to sue; that those named in the letters of administration decree dated August 30, 2016, are not administrators because there cannot be two separate letters of administration for the same intestate estate at the same time; and that the entire petition should be ignored and dismissed for the petitioner's lack of capacity to sue.

The certified records before this Court reveal that, during the trial, the appellants put into evidence a copy of letters of administration from the Monthly and Probate Court for Montserrado County, dated August 30, 2016, appointing Rose Gbeu Brown Bickel and Velma Brown-Ross as administratrix of the intestate estate of Aaron Brown. Further, the appellant presented a copy of a lease agreement dated September 1, 2012, contending that they are the administratrixes of the estate for which they are requesting the cancellation of the lease as consequence of the grounds outlined in their petition.

In its resistance, the appellee put into evidence a copy of the extended letters of administration from the Monthly and Probate Court for Montserrado County, dated August 20, 2012, appointing Williamson C. Brown, Velma Brown-Ross, and Lewis Brown as administrators/trix of the intestate estate of Aaron Brown, the lessor. The appellee further contended that the estate was represented by and thru its administratrixes to whom the said extended letters of administration was issued and requested the trial court to deny the petitioner's petition on ground that the lessors are the legitimate administratrixes as indicated by the extended letters of administration.

Subsequent to the trial of this case, the trial court judge, having listened to both sides of the argument, and reviewed the pieces of evidence adduced at trial by the parties, ruled and denied the petitioners' petition.

We quote verbatim the relevant portion of said ruling:

> "…This court reviewed the pleadings and listened to the arguments pro and Con and found that truly, the Lessors prior to the execution of the lease had obtained Letters of Administration from the Monthly and Probate Court for Montserrado County. Also observed in the fact that Administratrix Velma Brown Ross was a party to the Lease Agreement and now a Party to the Cancellation proceedings.
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> This Court also observed that all of the parties are equal in status in other words; they are all grandchildren to the deceased.
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> We find two issues determinative of this case: (1) whether a subsequent Administrator who has not sought the revocation of the previous Letters of Administration has standing? and (2) Whether a Lease Agreement can be cancelled in the absence of a proof of fraud and misrepresentation?
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> Discussing the issues in the sequence in which they were raised, the Court Says in the case: George Blackstock Johns versus T. E. Cestus Pihan, et al; 2LLR, 550 Syl. 3 text at 552, the Honorable Supreme Court held that. ... that in all cases where for any causes it becomes Important to supersede a former administration duly and formerly granted by the Monthly and Probate Court, having jurisdiction in the case, it cannot be effected simply by the appointment of a new administrator. The former appointment should be first regularly vacated, and this can only be done by citing the incumbent in office before the Court of probate, making appointment and entering there a formal decree of revocation..." This very principle of law was up held in the case: Holder versus the Late King Howard decided August 14, 2014.
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> This Court says that the Lessors were legitimate Administrators and hence their actions are binding on the Intestate Estate and that the mere appointment of New Administrator does not affect their appointment and actions. The subsequent administrators lack standing and cannot bring an action.

With respect to the second and last issue, the Honorable Supreme Court in the case: Gabriel Doe versus Lee D. Mitchell and his Honor Hall W. Badio, 35LLR, 647 Syl. 3 text on 651; cancellation of a lease can only be obtained where the lease had been obtained by fraud, misrepresentation and misinformation..". Also in the case: The Original African Hebrew Israelite Foundation of Liberia versus Francis H. Lewis and Eva Lewis, 32LLR, 184 Syl. 6 text at 193 the Honorable Supreme Court also held that: ." there is sufficient grounds for cancellation of a lease or deed for real property when either instrument was obtained through misrepresentation, deceit and fraud. There is no evidence of misrepresentation, misinformation, deceit and fraud and hence the court is not inclined to cancel the subject lease agreement.

WHEREFORE AND IN VIEW OF THE FOREGOING, it is the ruling of this Court that the Petition of Cancellation is hereby denied and dismissed with cost against the Petitioner."

The appellants, not being satisfied with this ruling of the trial court, announced an appeal to the Supreme Court of the Republic of Liberia *en banc*; and subsequently filed a 17-count bill of exceptions on April 17, 2017, which can be summarized as follows: that the trial court judge erred when he declared that the extended letters of administration issued to Williamson Brown, Velma Brown-Ross, and Lewis Brown is legitimate thereby recognizing their appointment as administrators/administratrix of the intestate estate of Aaron Brown; that the trial court erred when it declared that the lease agreement is legitimate without a decree of lease from the Monthly and Probate Court authorizing the lessors to execute same in accordance with the Decedent Estate Law Chapter 117 subsection 117.1(2) (d); and that the trial court judge erred when he ruled and declared that, having been negotiated and executed by the administrators/administratrix of the intestate estate of Aaron Brown, the lease agreement is binding on said intestate estate.

It is important to note that this Court has held repeatedly and consistently in a litany of opinions that it does not have to pass on all of the issues raised by the parties for its consideration [Halaby et al. v. Cooper and Messrs. Import-Export Company, [2002] LRSC 13; 41 LLR 136 (2002); Vargas v. Morris et al., 39 LLR 18 (1998); The Management of United States Trading Company v. Morris et al.[2002] LRSC 22;, 41 LLR 191 (2002).

This Court, having taken into consideration the contentions of the parties and the merits of their arguments, says, the two issues that are determinative of this case are as follow:

1. Whether a lease agreement duly executed and signed by previous administrators of an intestate estate may be cancelled by subsequent administrators, on ground of an alleged exclusion of a group of beneficiaries of the estate who are not administrators.
2. Whether a lease agreement may be cancelled by a lessor on ground that said lessor did not have "decree of lease" during the execution of the lease agreement with a lessee.

We shall address the two issues in like sequence as they are presented herein supra. As to the first issue, we answer in the negative. An estate is a legal person, but acts and conducts all of its activities through its administrators who are its designated agents. In this context, the administrators' actions are binding on the estate. Article 25 of the Constitution of Liberia (1986) states that the "obligation of contract shall be guaranteed by the Republic and no laws shall be passed which might impair this right."

Both the Constitution and the statutory laws of Liberia guarantee the sanctity of contract; without reference to form, nature or kind, including lease agreements. The appellant, having signed a valid agreement under which Clause 13 of the said lease agreement is unequivocal and unambiguous in stating that even the heirs, successors, assignees, administrators, and executors shall be bound by the terms of the agreement during the life of the said lease agreement, cannot merely undo her acts without proof of the grounds set forth in her appeal to this court.

Moreover, the lease agreement was executed in the name of the same intestate estate that the appellant is now administering which binds the heirs, successors, assignees, administrators, and executors of the said estate. We quote clause 13 verbatim herein below, which needs little or no interpretation concerning parties who are bind to upholding the terms and conditions of the lease agreement:

> "Further, it is mutually understood and agreed by the parties hereto that this agreement together with all of its terms, covenants provisions, conditions and stipulations shall extend to and be binding on the parties hereto and their Heirs, Executors, Administrators, Legal Representatives, successors, and assigns for life of this Agreement and renewal thereof."

This Court, in upholding these constitutional provisions, has consistently recognized the sanctity and upheld the guarantee of contracts and the rights of the parties thereto as long as the provisions of said contract do not contravene or infringe upon the Constitution and the statutory laws, or is not against public policy. In a litany of Opinions, the Supreme Court of Liberia has been very consistent in the application of this principle of law. Republic v. The Leadership of the Liberian National Bar Association, [2001] LRSC 26; 40 LLR 635 (2001); Chicri Brothers, Inc. v. Isuzu Motors Overseas Distribution Corporation [2000] LRSC 13; , 40 LLR 128 (2000); Emirates Trading v. Global Import and Export Company, [2004] LRSC 18; 42 LLR 204 (2004); Liberia Realty Management Corporation v. Montgomery[1985] LRSC 10; , 33 LLR 11(1985).

In this instant cause of action, the records reveal that the appellants, by and thru its administrators, executed and entered into a 24-year lease agreement with the appellee, Mr. Praise Glory Lawal on September 1, 2012. The administrators/trix, Williamson Brown, Lewis Brown, and Velma Brown-Ross, who are grandchildren of the late Aaron Brown, were in possession of a valid extended letters of administration; which presupposed that they have previously been appointed as administrators of said estate. Rightfully, these administrators/trix signed the lease agreement, not in their own names, but in the name of the estate as the lessor. The records further revealed that in April of 2016, another group who claimed to be grandchildren, heirs, and beneficiaries of the estate of Aaron Brown also obtained letters of administration without first revoking the extended letters of administration issued to the previous administrators/trix. It is interesting to note that, Velma Brown-Ross, who served as co-administratrix in the extended letters of administration, and signatory to the lease agreement, is also serving as co-administratrix in the second letters of administration for the same estate. The question then placed before this Court by the first issue is, can this second group of grandchildren acting for, and on behalf of the lessor, the intestate estate of Aaron Brown, and without the authority of the second letters of administration, cancel a valid lease agreement that was signed by the previous administrators? This Court says no; clause 13 of the lease agreement binds the estate along with its administrators, executors, assigns, and their heirs to the terms and condition of said agreement; hence, subsequent administrators can only opt for the cancellation of said agreement where it is proven that the said lease agreement was obtained through fraud, or misrepresentation; which is not the case in this instant cause of action. The appellant, having executed the lease agreement through its past administrators, cannot unduly cancel same through its subsequent administrators. This Court notes that the duty to include other beneficiaries who were not administrators of the estate rested solely on the lessor, by and thru its administrators; and not the lessee who could not have known the existence of other grandchildren of the late Aaron Brown, who may have been beneficiaries of the intestate estate of their grandfather.

Moreover, as stated in this Opinion supra, the fact that one of the co-administratrix in the extended letters of administration, Velma Brown-Ross, is also a co-administratrix in the subsequent letters of administration, clearly indicates that the lessor, and not the lessee, was aware of the existence of the other grandchildren; and that their exclusion cannot be a ground for the cancellation of the lease agreement without the proof of fraud and misrepresentation.

Therefore, this Court says, in the absence of any showing of fraud, mistake, misrepresentation, duress or undue influence, the lease agreement between the parties in this case is strictly enforceable by law. In the case: Liberia Realty Management Corp. v. Montgomery, 33 LLR 11, 14 (1985), this Court held that an agreement voluntarily made between competent persons should not lightly be set aside on the grounds of public policy or because it has turned out unfortunately for one party. We find no indication in the certified records of this case suggesting that the appellant was not under any legal disability at the time of signing this agreement, nor did the appellant prove fraud or misrepresentation to warrant the cancellation of this lease agreement between the parties in this case as required by law.

Assuming without admitting that the contention of the appellant that the signatories representing the estate in that the agreement misrepresented the estate, that the agreement was not at arms-length, that the children of Charles Brown were excluded during the negotiation and signing of the lease agreement and that the lease agreement is unconscionable are true, the appellant were under a legal duty to clearly prove these allegations by the preponderance of evidence. In the case: Doe vs. Mitchell and Badio 37LLR 647, 649-650 (1988), the Supreme Court held that allegations of fraud and misrepresentation must be specifically proved. Consequently, the appellant having failed to specifically prove fraud and misrepresentation, or a breach of any terms of the lease agreement, this Court is not persuaded to agree for the cancellation of this lease agreement based solely on the contention of the appellant and so we hold.

We now turn our attention to the second issue. The appellant, also being the lessor, contended that the lease agreement be cancelled on ground that its administrators/trix through whom it entered the lease agreement with the appellee, did not have "decree of lease" hence, did not have the legal authority to lease the estate's property and relied on Section 117.1 (2)(d) of the Decedent Estate Law which we are inclined to quote verbatim:

> Disposition" defined. Disposition of the real property of a decedent within the meaning of this chapter includes: … (d) Lease."

To address this issue raised by the appellant, it is prudent to remind ourselves about a well settled principle of law, which states that agreements are binding and one who is voluntarily a party thereto for any consideration, however small, cannot impeach his own deeds by raising issues as to its illegality after enjoying the consideration. In adherence to this principle of law, this Court has held in many opinions that courts are under a duty to recognize, protect and preserve the sanctity of valid and enforceable contracts. Harris v. Mercy Corps/Liberia, Supreme Court Opinion, March Term, 2006; Norwegian Refugee Council v. Ernest F. Bana et al., Supreme Court Opinion, March Term, 2008; Dennis et al. v. K & H Construction Company; Supreme Court Opinion, March Term, 2008.

It is revealed by the certified records before this Court that the intestate estate of Aaron Brown who served as lessor by and thru its then administrators/trix, Williamson Brown, Lewis Brown, and Velma Brown-Ross, leased its property to the appellee on September 1, 2012. This Court notes that the records further revealed that the same estate, having enjoyed the consideration and benefit of the leasehold for more than four years as lessor, by and thru another set of administratrixes, Rose Gbeu Brown Bickel and Velma Brown Ross, filed this petition for cancellation of the lease based on its alleged illegality. This Court is inclined to disagree with the appellant, which is also the petitioner in the court below, for the cancellation of the lease agreement for the lack of decree of lease during execution of the lease. The laws do not have protection for party who may want to reap benefits from its own violation of the law; the appellant, having enjoyed for many years, the consideration derived from the lease agreement, is left with no legal standing to challenge the legality of the lease agreement. Moreover, we reiterate here that the second set of administratrix, who are also grandchildren of the late Aaron Brown, filed the petition for cancellation of lease agreement in the name of the appellant, and has enjoyed the considerations for said lease agreement. Hence, we disagree with the contention of the appellant and we decline to support same; as doing so will be tantamount to supporting an act of unjust enrichment. This Court has always frowned on unjust enrichment in any contractual undertaking. It has opined that the doctrine of unjust enrichment will not permit a person to profit or enrich himself at the expense of another contrary to equity. Bailey v. Sancea, 22 LLR 59 (1973), Horton v. Cooper et al and Reed Cooper 40 LLR 748 (2001). Hence, the appellant would be unjustly enriching itself if this Court were to set aside the final judgment of the trial court and grant the cancellation of the lease agreement.

Further, the appellants' contention of the violation of Section 117.1 (2)(d) of the Decedent Estate Law is not persuasive; that is the appellee's failure to provide a decree of lease from the probate court before entering into a lease agreement. This Court has held that the responsibility to obtain and provide the necessary legal documentation governing the administration of an estate property rests with the administrators. The law imposes upon the administrator a duty to ensure compliance with all legal requirements and to protect the interest of the estate at all times. This Court has held that the principle of estoppel will prevent a party from denying his acts. *Knowlden v Johnson*, 39 LLR 329 (1999). Further, a party will not be allowed to maintain a position inconsistent with the position under which he has received and accepted benefits. *Kartoe and Williams v Inter-con Security System, Inc*., 38 LLR 415 (1999). As far back as 1895, this Court stated the public policy rationale underpinning the principle of estoppel in the following words: “Nothing would work greater injustice than for a man to execute a note or deed in favor of another, and then attempt to prove its unlawfulness.” East *African Co. v Dunbar*, 1 LLR 279 (1895).

Therefore, we hold that the appellant, having been the lessor, and having enjoyed the consideration for the lease agreement for more than four years, is without any legal standing to challenge the legality of said lease agreement. Hence, the ruling of the trial court denying the appellant petition for cancellation of lease agreement ought not to be disturbed.

WHEREFORE, AND IN VIEW OF THE FOREGOING, the ruling of the trial court is hereby affirmed. The Clerk of this Court is ordered to send a Mandate to the Six Judicial Circuit, Civil Law Court for Montserrado County, commanding the judge presiding therein to resume jurisdiction over this case and give effect to the Judgment of this Opinion. AND IT IS HEREBY SO OREDRED.

AFFIRMED.

When this case was called for hearing, Counsellor Bendu E. Clarke of the Mesurado Law Partners appeared for the appellant. Counsellors J. Johnny Momoh, of the J. Johnny Momoh & Associates Legal Chambers, Inc. appeared for the appellee.