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

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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| National Toiletry, Inc. represented by and thru its President, Mr. Fomba Trawally and all of its Corporate Officers, of the City of Monrovia, County of Montserrado, Republic of Liberia.....1st Appellant | ) | |
| AND | ) | |
| His Honor James E. Jones, Judge, Debt Court of Montserrado County, Republic of Liberia.....2nd Appellant | ) | |
| Versus | ) | APPEAL |
| ERICO Worldwide Ventures, Inc. represented by its President, Mr. Eric Wellington and all its Corporate Officers, all of the City of Monrovia, Montserrado County, Republic of Liberia.....Appellee | ) | |
| GROWING OUT OF THE CASE | ) | |
| ERICO Worldwide Ventures, Inc. represented by its President, Mr. Eric Wellington and all its Corporate Officers, all of the City of Monrovia, Montserrado County, Republic of Liberia.....Petitioner | ) | |
| Versus | ) | PETITION FOR THE THE WRIT OF CERTIORARI |
| His Honor James E. Jones, Judge, Debt Court of Montserrado County, Republic of Liberia.....1st Respondent | ) | |
| AND | ) | |
| National Toiletry, Inc. represented by and thru its President, Mr. Fomba Trawally and all of its Corporate Officers, of the City of Monrovia, County of Montserrado, Republic of Liberia.....2nd Respondent | ) | |

Heard: March 23, 2026 Decided: August 27, 2026

MR. JUSTICE KANNEH DELIVERED THE OPINION OF THE COURT

This appeal calls for a review of a Chambers ruling of our colleague, Madam Justice Ceaineh D. Clinton-Johnson, in which she granted the writ of certiorari prayed for by the appellee, ERICO Worldwide Ventures by and thru its President Mr. Eric Wellington, annulling the erroneous ruling of James E. Jones, trial judge Debt Court for Montserrado County in a motion for summary judgment filed by the appellee.

The petition for certiorari focuses on the errors alleged to have been committed by the trial judge of the Debt Court for Montserrado County, during its September 2024 Term, in a ruling dated September 23, 2024, in which the trial judge denied the appellee's motion for summary judgment.

The parties are in agreement as to the facts in this case. The appellant, National Toiletry/Kumba Bendu and Sons, entered into a lease agreement with the Intestate Estate of the late Shad Kaydea for a parcel of land situated on Bushrod Island. Subsequently, the appellant executed a sublease agreement with the appellee, ERICO Worldwide Ventures, covering the same parcel of land. Relying on the validity of the said sublease agreement, the appellee erected commercial structures on the property and sublet same to diverse tenants, while making the annual rental payments due each November to the appellant. The records further reveal that while the sublease agreement remained in full force and effect between the appellant and the appellee, the Intestate Estate of the late Shad Kaydea, represented by its administrators, Mr. Abraham Kaydea and Mrs. Anna Kaydea, lessors to the appellant, obtained a judgment from the Supreme Court of Liberia on July 5, 2023, canceling the lease agreement between the estate and the appellant. Pursuant to said judgment, the estate's administrators proceeded to the Civil Law Court and obtained a writ of possession on August 17, 2023, thereby evicting, ousting, and ejecting both the appellant and its sub-lessee, the appellee herein, from the subject property.

Notwithstanding the cancellation of the lease agreement by the Supreme Court and the subsequent eviction of the appellee from the premises, the appellant instituted an action of debt in the Debt Court for Montserrado County to recover unpaid rental allegedly due under the sublease agreement in the amount of Thirty-Seven Thousand United States Dollars (US$37,000.00), covering a period during which the appellee had already been evicted and was no longer in possession of the property. In response, the appellee filed its answer along with a motion for summary judgment, asserting that the sublease agreement had been nullified by operation of law following the Supreme Court's cancellation of the primary lease between the appellant, its grantor, and the Shad Kaydea Estate. After pleadings rested, the trial court heard and denied the appellee's motion for summary judgment, as well as a subsequent motion to dismiss. The denial of the motion for summary judgment prompted the appellee to file a petition for a writ of certiorari.

The Chambers Justice heard and granted the writ. In her determination, she held, inter alia, that a lessee/appellant whose lease has been legally and judicially cancelled, lacks the legal authority or standing to demand rent from a sub-lessee for any period subsequent to such cancellation, particularly where the sub-lessee has been evicted pursuant to a court order. She further held that once the head lease is

cancelled by a court of competent jurisdiction, the lessee is divested of all legal and possessory rights, and, by operation of law, the rights of the sub-lessee are likewise extinguished. The cancellation carries legal consequences, including the extinguishment of all derivative rights arising from that lease. Thus, although a sub-lessee may have been a bonafide occupant, such occupant cannot maintain possession where the source of such occupancy has been extinguished by law, nor can the sub-lessee be held liable for rent covering any unexpired period following eviction.

The appellant excepted to the Chambers Justice's ruling and announced an appeal to this Court. The determinative issue before this Court is whether the Chambers Justice erred in granting the writ of certiorari.

As earlier stated, the facts are not in dispute. The appellant seeks to recover rent under a lease agreement that has been judicially cancelled, while the appellee challenges the legality of such demand. The threshold question, therefore, is whether the appellee remained obligated as a lessee under the sublease agreement after the cancellation of the head lease and its eviction from the property.

The sublease agreement required prepaid rent, and it is undisputed that the appellee complied with its obligations thereunder. However, for the period 2023 to 2024, for which the appellant claims rent, the appellant's grantor had already cancelled the primary lease, thereby extinguishing the appellant's possessory rights over the property. Consequently, the appellee was evicted from the premises.

Under settled principles of landlord and tenant law, the existence of a landlord-tenant relationship presupposes that the tenant is in actual or constructive possession of the property, and that the landlord retains legal control or ownership thereof. In the absence of such control or ownership, no enforceable obligation for rent can arise. Therefore, once the appellant lost its possessory rights and the appellee was evicted, the legal basis for the sublease and any rental obligation thereunder ceased to exist. The appellant's contention that a tenant cannot challenge the title of its landlord is inapplicable to the facts and circumstances of this case. The issue here is not a challenge to title, but rather the undisputed termination of the appellant's possessory rights by its own lessor, which directly resulted in the appellee's eviction.

Accordingly, this Court holds that the appellee cannot be held liable for rent covering the unexpired term of the sublease agreement after it was evicted and dispossessed of the property. To hold otherwise would amount to unjust enrichment in favor of the appellant. As correctly held by the Chambers Justice, no rent obligation arises for any period following lawful eviction. The appellant's demand for rent under these circumstances is legally untenable, as it is predicated upon a non-existent right and a terminated lease. Such a demand is contrary to established legal principles which this Court is duty-bound to uphold. There is no title to real property involved under a lease agreement where the agreement has terminated by its own terms or by operation of law. Meridien Bank v. Andrews et al., 40 LLR 111 (2000).

With respect to the appellant's procedural argument that the appellee failed to timely file a motion to dismiss as required under Section 11.2 of the Civil Procedure Law, this Court acknowledges that such motion should ordinarily be filed contemporaneously with a responsive pleading. However, this procedural lapse was not dispositive of the matter before the Chambers Justice. Rather, the Chambers Justice properly treated said argument as a mere legal technicality and proceeded to address the substantive issue, consistent with this Court's authority to render the judgment that ought to have been entered by the trial court. Given the appellant's admission that its leasehold interest had been terminated, and the undisputed fact of the appellee's eviction, the appellee cannot be held liable for rent under a sublease agreement that had effectively ceased to exist.

WHEREFORE AND IN VIEW OF THE FOREGOING, the final ruling of the Chambers Justice is affirmed; the alternative writ issued is granted, and the peremptory writ prayed for is sustained. The Clerk of this Court is hereby ordered to send a Mandate to the court below commanding the judge presiding therein to resume jurisdiction over this case and give effect to the Judgment of this Opinion. Costs are ruled against the appellant.

*When this case was called for hearing, Counsellor J. Johnny Momoh & Associate Legal Chambers appeared for the appellants. Counsellor Elisha T. J. Forkeyoh, Sr. of the Capital Law Group appeared for the appellee.*