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

John W. McGee, Serina McGee and Lyndon McGee, Administrator/trix of 2/3 interest of the Intestate Estate of William McGee……Appellants	)	
Versus	)	Appeal
Tony Hage and all those under his Authority of the City of Monrovia, Liberia…….…….Appellees	)	
GROWING OUT OF THE CASE:	)	
Tony Hage and all those under his Authority of the City of Monrovia, Liberia…….……Appellants	)	
Versus	)	Appeal
John W. McGee, Serina McGee and Lyndon McGee, Administrator/trix of 2/3 interest of the Intestate Estate of William McGee……..Appellees	)	
GROWING OUT OF THE CASE:	)	
John W. McGee, Serina McGee and Lyndon McGee, Administrator/trix of 2/3 interest of the Intestate Estate of William McGee……...Plaintiffs	)	
Versus	)	Summary Proceedings to Recover Possession of Real Property
Tony Hage and all those under his Authority of the City of Monrovia, Liberia…….……Defendants	)	

Heard: June 29, 2026 Decided: August 28, 2026

MR. JUSTICE KANNEH DELIVERED THE OPINION OF THE COURT

This is an appeal emanating from the Sixth Judicial Circuit, Civil Law Court for Montserrado County reversing the judgment of the Monrovia City Court in favor of the appellees herein.

The certified records before us revealed that on September 21, 2017, the appellants, John W. McGee, Serina McGee and Lyndon McGee, instituted an action of Summary Proceedings to Recover Possession of Real Property before the Monrovia City Court against the appellees, Tony Hage and all persons occupying the premises under his authority.

The complaint alleged that the appellees were tenants unlawfully withholding possession of the property situated on Randall Street after demand had been made upon them to vacate. The appellants therefore prayed the Magisterial Court to evict the appellees and restore possession of the premises to them.

At the call of the matter, Rosetta McGee Greaves, one of the executrix and legatee of the estate, appeared and moved to intervene as party defendant. She asserted that co-defendant, Tony Hage, occupied the premises pursuant to a lease agreement executed between herself and Tony Hage and that she possessed sufficient legal interest to justify intervention in the proceedings.

The appellants resisted the motion, contending that Rosetta McGee Greaves no longer possessed any proprietary interest in the portion of the premises involved because the Monthly and Probate Court had already distributed the estate among the beneficiaries, thereby vesting ownership in them. They argued that any lease subsequently executed by Rosetta McGee Greaves without their consent was null and void.

The Trial Magistrate denied the motion to intervene and subsequently entered judgment in favor of the appellants.
Being dissatisfied, the appellees appealed before the Civil Law Court, Sixth Judicial Circuit. After the review of the records, hearing of parties' arguments, and considering the authorities cited by the parties, the Assigned Circuit Judge reversed the judgment of the Magistrate, holding substantially that the appellants had accepted rental benefits under the lease; that by accepting such benefits, the appellants affirmed the lease agreement; that one cannot simultaneously accept benefits under a transaction and later seek to repudiate it; and that equity would not permit such inconsistent conduct.

The Circuit Court therefore denied the action for summary proceedings to recover possession of real property.

The appellants excepted to the judgment, tendered a Bill of Exceptions, perfected their appeal, and have now submitted the matter before this Court for final review and determination.

Our review of the record establishes that the property involved forms part of the estate left by the Testator, John William McGee. Under the Last Will and Testament of the Testator, the property was devised principally to his daughters, Henrietta McGee-Bennette, Rosetta McGee Greaves and Emily McGee Calham. We quote herein pertinent parts of the said Last Will and Testament executed by the Testator on November 17, 1983:

> "Republic of Liberia)
> Montserrado County)
>
> THE LAST WILL AND TESTAMENT
> OF
> JOHN WILLIAM MCGEE
>
> Man that is born of a woman is of a few days and full of trouble, unarguably he must leave this world and travel into the great beyond; as such, I praise the almighty God for having spared me, low these many years. Being of sound mind and disposing memory, and without any coercion or persuasion whatsoever, I JOHN WILLIAM MCGEE, of Monrovia, Montserrado County, Republic of Liberia, now make, publish, and declare this instrument to be my Last Will and Testament, thereby revoking all previous will made by me.
>
> 1. My wife Rose L. McGee who lives presently in the United States has no rights to any property of mine in Liberia since she has become a naturalized citizen of the United States of America. However, should this proof untrue and she returns to Liberia, it is my will that she will receive one-third (1/3) of the rent from my premises known as Lot No. 45 for her natural life, the said one-third (1/3) will thereafter revert to my daughters, Henrietta, Emily and Rosetta.
>
> 2. I also will and bequeath to my daughters, Henrietta, Emily and Rosetta the remaining two-thirds (2/3) of the rent for Lot No. 45 to them and their heirs forever; and after the death of my wife, Rose L. McGee, should she return to Liberia, my said three daughters are to enjoy the rent at the rate of one-third (1/3) each forever.
>
> 3. I also will and bequeath to my said three daughters, Henrietta, Emily and Rosetta that portion of my building located on Lot No. 45 to them and their heirs forever.
>
> 4. I also will and bequeath to Maria Brown, my step-daughter that portion of the building in which I presently live for her natural life and after her death, it is my will that the same reverts to her daughter, Williametta Lawrence.
>
> I own bonds in the amount of Two Hundred Dollars ($200.00) which I Will as follows, to the following persons:

a) To John Saar - $50.00;
b) To my grandson, Jehudi McGee - $50.00;
c) To Jeremiah Greaves - $50.00; and
d) To William Walbert, Jr. - $50.00

Upon my retirement from the customs service, I was given a pair of gold cufflinks. This pair of gold cufflinks, I Will and bequeath to William Walbert, Sr.

To my son, George McGee, I will my Masonic Books, Masonic Ring and Apron, all of my Masonic Regalia, and all of my clothings, to him and his heirs forever.

Because of the confidence I have in Mr. William Walbert, Sr., I hereby direct, nominate, and appoint him as my sole executor of this my Last Will and Testament and that he be not made to give any heed whatsoever in his execution of this My Last Will and Testament.

(Signed)
JOHN WILLIAM McGEE
TESTATOR

The within and foregoing instrument consisting of One Sheet of Legal Rule Paper, was on this 17th day of November, A. D. 1983, signed, seal, published and declared by MR. JOHN WILLIAM MCGEE, TESTATOR above, as his Last Will and Testament, in our presence, the undersigned, who, in the presence of each other, and at the request of the said TESTATOR and in his presence, we have here unto set our hands as attesting witnesses.

Signed- Patrick N. Brua Sr.
Signed- Gloria Holt

Thereafter, proceedings were conducted before the Monthly and Probate Court of Montserrado County concerning administration and distribution of portions of the estate.

Rosetta McGee Greaves, one of the executrix and legatee of the estate, subsequently entered into a ten (10) year lease agreement with the co-appellee, Tony Hage, commencing from July 21, 2017 to July 20, 2027 covering the premises situated on Randall Street. Pursuant to that lease agreement, Tony Hage entered possession and remained in possession continuously. The record further discloses that rental payments were made by Tony Hage to beneficiaries connected with the estate over a period of years. Although the appellants dispute the extent of such payments and deny that all appellants received benefits, the record unmistakably reflects that at least some of the beneficiaries accepted monies arising directly from the lease

arrangement. Indeed, the appellants themselves acknowledged in their Bill of Exceptions that payments were received by two of the beneficiaries, who are also co-appellants, while maintaining only that the remaining appellants received none. The controversy therefore does not only concern whether rental payments were made. Rather, it also concerns the legal consequences arising from acceptance of those payments.

The appellants further maintained that Rosetta McGee Greaves lacked authority to bind their two-thirds (2/3) interest after the Monthly and Probate Court of Montserrado County had distributed the estate. The appellees maintain that the appellants' conduct in accepting benefits constituted ratification of the lease, thereby precluding them from subsequently attacking its validity. These competing contentions present both legal and equitable questions requiring determination by this Court.

Before addressing the substantive issues presented in this appeal, it is appropriate to restate the settled standard governing appellate review in this jurisdiction. This Court has consistently held that findings of fact made by a trial court or affirmed by a jury will not be disturbed unless they are manifestly and palpably against the weight of the evidence. *Ledlow et al. v. Republic, 2 LLR 569 (1925); Momolu et al v. Cummings, 38 LLR 307 (1996).* Where, however, the material facts are substantially undisputed and the controversy concerns only the legal effect of those facts, the questions presented are purely questions of law. Likewise, the interpretation of statutes, wills, written contracts, and other legal instruments presents issues of law committed to the independent judgment of this Court. Accordingly, while due deference is accorded factual determinations supported by the record, no such deference attaches where the court below has misconstrued a statute or written instrument, or has misapplied settled legal principles to undisputed facts. Since the issues presented in the instant appeal concern estoppel, probate administration, contractual ratification, intervention, and the availability of summary proceedings to recover possession, our review is primarily directed to questions of law.

Therefore, this Court is of the considered opinion that the dispositive questions presented for determination are as follow:

1) Whether or not Rosetta McGee Greaves, as Administratrix Cum Testamento Annexo of the testate estate of John William McGee, possessed lawful

authority under the Decedents Estates Law, Title 8 of the Liberian Code of Laws Revised, and the orders of the Monthly and Probate Court to execute the lease agreement covering the disputed property?

2) Whether or not the appellants, by knowingly accepting rental proceeds and other benefits arising from the lease agreement, are estopped from denying its validity or challenging the appellees' continued possession of the leased premises?

3) Whether or not the appellants are entitled to recover possession of the disputed premises through summary proceedings to recover possession of real property?

We shall now proceed to address these issues in the order presented.

To address the first issue, we answer in the affirmative.

The appellants contend that Rosetta McGee Greaves lacked the legal authority to execute the lease agreement with co-appellee, Tony Hage, because the Monthly and Probate Court of Montserrado County had, by its ruling of February 17, 2010, distributed the estate among the beneficiaries, thereby terminating her authority over the disputed property. According to the appellants, once the property had been distributed, any subsequent lease affecting the interests of the devisees required the consent of all the beneficiaries, and the lease executed by Rosetta McGee Greaves without such consent was therefore void.

The appellees, on the other hand, contended that the appellants' argument disregards the subsequent proceedings before the Monthly and Probate Court of Montserrado County. They maintained that upon the Bill of Information filed by Rosetta McGee Greaves, the Monthly and Probate Court of Montserrado County, sitting in its February Term, A.D. 2018, revisited its earlier order partitioning the property, found that such order was contrary to the Testator's intention as expressed in the Will, revoked the partition order, and directed that the building remain under the administration of Rosetta McGee Greaves for the purpose of leasing the premises and distributing the rental income to the beneficiaries.

Having reviewed the records before us, the Last Will and Testament, the Letters of Administration Cum Testamento and Annexo, the Monthly and Probate Court's subsequent rulings, and the applicable provisions of the Decedents Estates Law, Title 8 of the Liberian Code of Laws Revised, we find no legal basis to disturb the ruling of the court below.

The cardinal rule governing the construction of Wills is that the intention of the testator, as expressed in the Will and consistent with law, must prevail. *Massaquoi v. Massaquoi, 38 LLR 3 (1995); R. Hilton-van Ee et al v. D. Hilton-van Ee, [2008] LRSC 13 (27 June 2008); Knowlden v. Heirs of Cooper, Supreme Court Opinion, October Term A. D. 2025.* Accordingly, this Court must construe the Will as a whole so as to give harmonious effect to every provision.

A review of the Last Will and Testament reveals that the Testator intended that the building erected on Lot No. 45 remain an income-generating property. At the time the Will was executed on November 17, 1983, the property was already the subject of a lease executed by the Testator on July 20, 1977, in favor of Wigih Anis Obeid for a term of twenty (20) years with an option for an additional ten (10) years. The record further establishes that the lessee constructed the two-storey building which subsequently became the subject of the testamentary dispositions. Against that this factual background, Counts Two and Three of the Will assume particular significance. Count Two directs that Henrietta McGee-Bennette, Emily McGee Calham, and Rosetta McGee Greaves "are to enjoy the rent" from Lot No. 45 We are of the opinion that these provisions unmistakably demonstrate that the Testator contemplated the continued leasing of the property and the distribution of rental proceeds among the beneficiaries rather than the physical partition of the building.

The record further establishes that on June 6, 2002, the Monthly and Probate Court of Montserrado County issued Letters of Administration Cum Testamento Annexo in favor of Rosetta McGee Greaves for the administration of the testate estate of John William McGee. We observe, however, that the recital contained in those Letters states that Rosetta McGee Greaves was named as sole executrix under the Testator's Will, whereas the certified copy of the Will contained in the record appointed William Walbert, Sr. as sole executor. The record before us does not disclose the circumstances under which the Monthly and Probate Court of Montserrado County issued the Letters of Administration Cum Testamento Annexo

in favor of Rosetta McGee Greaves or the reason why the executor named in the Will did not administer the estate. Nevertheless, neither the validity of those Letters nor the Probate Court's jurisdiction to issue them has been challenged in these proceedings. Accordingly, we proceed on the basis of the record before us, which reflects that Rosetta McGee Greaves was acting under Letters issued by a court of competent probate jurisdiction, and that the Letters of Administration Cum Testamento Annexo formed part of the certified records and remained in force throughout the proceedings below. More importantly, nothing contained in the records before this Court shows that the Letters were ever revoked, suspended, modified, or set aside by the Monthly and Probate Court of Montserrado County, or reversed upon appellate review.

The legal effect of those Letters is governed by Section 107.3 of the Decedents Estates Law, Title 8 of the Liberian Code of Laws Revised, which provides that:

> "Letters granted to fiduciaries by the court are conclusive evidence of the authority of the persons to whom they are granted until the decree granting them is reversed or modified upon appeal or the letters are suspended, modified or revoked by the court granting them."

By operation of this statute, the Letters constituted conclusive evidence of Rosetta McGee Greaves' authority to act as the fiduciary of the estate unless and until they were lawfully disturbed in one of the manners prescribed by the statute. The certified record contains no evidence that such action was ever taken.

The correctness of this interpretation was subsequently confirmed by the Monthly and Probate Court of Montserrado County, sitting in its February Term A. D. 2018, in its ruling, dated February 23, 2018, on the Bill of Information filed by Rosetta McGee Greaves. In that ruling, the Monthly and Probate Court of Montserrado County acknowledged that its previous order partitioning the building was inconsistent with the Will and expressly held:

> "Recourse to the Will shows that informant is correct in that Count Two of the Will called for distribution of rent and not partitioning of building. We see wisdom in the Testator's intention for the fact that partitioning of the building would cause management problem."

Having reached that conclusion, the Monthly and Probate Court of Montserrado County, sitting in its February Term A. D. 2018, also revoked its earlier ruling of February 17, 2010 and ordered that:

> "The building remains under the administration of the Informant/Executrix, who leased the building and [shall] ensure that the share of the other legatees is delivered to them anytime rent for the building is collected by her."

Although the Monthly and Probate Court of Montserrado County rendered its ruling on the Bill of Information on February 23, 2018, same being two (2) days after the Monrovia City Court entered judgment, the Monthly Probate Court's ruling nevertheless forms part of the certified record transmitted to this Court and is properly considered on appellate review. The significance of that ruling is not that the Monrovia City Court erred by failing to apply an order not yet rendered, but rather that it conclusively clarified the Testator's intent and confirmed that the administration of the building remained vested in Rosetta McGee Greaves as executrix. Since that ruling was never appealed, reversed, modified, suspended, or vacated, it became binding upon the parties and is controlling in determining the legal rights presented in this appeal.

On the second issue of whether or not the appellants, by knowingly accepting rental proceeds and other benefits arising from the lease agreement, are estopped from denying its validity or challenging the appellees' continued possession of the leased premises, we answer this also in the affirmative.

Even assuming, arguendo, that Rosetta McGee Greaves lacked authority to execute the lease agreement, the subsequent conduct of the appellants independently precludes them from repudiating the transaction. The record before us unequivocally established that after co-appellee, Tony Hage, entered into possession of the disputed premises pursuant to the lease agreement, he continuously performed his obligations thereunder by paying rent to the beneficiaries of the estate.

The records revealed that co-appellants, John W. McGee and George McGee, directly received rental proceeds from co-appellee, Tony Hage, over a considerable period extending from July 2014 through October 2016. These payments, totaling Three Thousand Three Hundred United States Dollars (US$3,300.00), represented

advance rental payments covering portions of the lease period between 2017 and 2019. The acceptance of these payments is not disputed by the record.

The record further discloses that Counselor Bhatur H. Varmah, on behalf of the other two (2) co-appellants, Lyndon McGee and Serina McGee, signed for and received from Mr. Steven Charles Clarke, Curator of the Probate Court for Montserrado County, on September 1, 2017, the amount of Four Thousand United States Dollars (US$4,000.00) as rental payment for the period 2017. We quote herein the said receipt:

> "September 1st 2017
>
> Receipt
> In Re: John William McGee Intestate Estate
>
> Received from Mr. Steven Charles Clarke (Curator) Probate Court the sum of Four Thousand United States Dollars (US$4,000.00) for rental payment for the period 2017.
>
> Signed: _____
> Cllr. Bhatur H. Varmah
> On behalf of the heirs of
> John William McGee,
> Witnesses: signed Lyndon B. McGee
> _____ Serena A. McGee "

These documentary exhibits conclusively establish that all four (4) appellants, either personally or through their duly authorized representative, accepted rental proceeds generated under the very lease agreement that they now seek to invalidate. The controversy before this Court, therefore, is not whether benefits were accepted, but rather the legal consequences flowing from the knowing acceptance and retention of those benefits.

The doctrine of equitable estoppel has long been recognized in our jurisprudence as a principle designed to prevent injustice by precluding a party from assuming a position inconsistent with one previously taken to the prejudice of another. In *Francis v. Timber Corporation, 22 LLR 168 (1973),* this Court held that "a party cannot rescind a contract while he affirms it by accepting benefits under it." Likewise, in *Elias Brothers Co. Ltd. v. Wright, 37 LLR 695 (1994),* this Court declared that "where one having the right to accept or reject a transaction takes and retains benefits thereunder, he/she is bound by it, and cannot avoid its obligation or effect by taking a position inconsistent therewith."

The rationale underlying these decisions is grounded in the equitable principle that the law will not permit a party to accept and retain the benefits of a transaction while simultaneously denying its validity. As this Court observed in *Kartoe et al v. Inter-Con Security System, Inc., 38 LLR 414 (1997),* "a party will not be allowed to maintain a position inconsistent with the position under which he has [received] and accepted benefits." The doctrine is intended to prevent a litigant from profiting by inconsistent conduct to the prejudice of another.

Applying these settled principles to the records before us, we find that the appellants' conduct falls squarely within the doctrine of equitable estoppel. For several years, the appellant, Tony Hage, remained in possession of the premises under the lease agreement while faithfully making rental payments. Those payments were accepted and retained by all four (4) appellants, either directly or through their duly authorized counsel. There is no evidence in the record that the appellants rejected the payments, returned them, protested the lease, or placed the funds in escrow pending judicial determination of the parties' rights. Instead, they retained the benefits arising from the lease while allowing the appellees to remain in possession and continue performing under its terms.

Nevertheless, the appellants contended that the lease is void because Rosetta McGee Greaves lacked authority to execute it. We cannot agree. Having voluntarily accepted and retained the rental proceeds generated pursuant to the lease, the appellants affirmed the transaction by their own conduct and cannot now be heard to deny its validity. To hold otherwise would permit the appellants to profit from a transaction while simultaneously repudiating the legal relationship that produced those benefits, a result equity will not sanction.

This conclusion is further reinforced by the ruling of the Monthly and Probate Court of Montserrado County on the Bill of Information. In revoking its earlier partition order, the Monthly and Probate Court expressly determined that the Testator intended the building to remain intact as an income-generating asset and directed that Rosetta McGee Greaves, as executrix, continue administering the property and distribute the rental proceeds among the legatees. The appellants have failed to demonstrate that this order was ever appealed, reversed, modified, suspended, or vacated. The subsequent ruling of the Monthly and Probate Court merely confirmed that the administration under which those rental proceeds had been collected and

distributed was consistent with the Testator's Will. The acceptance of those rental proceeds therefore reinforces, rather than contradicts, the Monthly and Probate Court's ultimate interpretation of the Will.

Accordingly, we hold that the appellants, having knowingly accepted and retained the benefits arising from the lease agreement, are equitably estopped from denying its validity or challenging the appellees' continued possession of the leased premises. Therefore, the Circuit Judge committed no reversible error in holding that the appellants could not repudiate the lease after affirming it by accepting the benefits flowing therefrom. His judgment is therefore in full accord with both the law and the evidence and is hereby affirmed.

To the final issue of whether or not the appellants are entitled to recover possession of the disputed premises through summary proceedings to recover possession of real property, we answer this in the negative.

Summary proceedings to recover possession of real property is a special statutory remedy intended to provide an expeditious means of determining the immediate right to possession of real property. It is a possessory action and not one intended to adjudicate questions of title, probate administration, or other substantive rights. Recognizing the limited scope of the remedy, the Legislature expressly provides in Section 62.21 of the Civil Procedure Law, Title 1 of the Liberian Code of Laws Revised that summary proceedings may be maintained only "where title is not in issue." This Court has consistently held that where the plaintiff's asserted right to possession necessarily depends upon the prior determination of disputed legal rights or interests, summary proceedings will not lie. *Konneh v. Badio et al., 37 LLR 576 (1994); Juah v. Konneh et al., 42 LLR 187 (2004); Varney Arthur Yengbeh, Jr. v. Sando Kiazolu et al., Supreme Court Opinion, January Term, A.D. 2023.*

Applying these settled principles to the facts before us, we find that the appellants failed to establish the superior and immediate possessory right necessary to maintain this action. As we have already determined under the preceding issues, Rosetta McGee Greaves lawfully executed the lease agreement in her capacity as executrix pursuant to the Last Will and Testament of the late John William McGee and the subsequent ruling of the Monthly and Probate Court restoring the disputed building to her administration. We have likewise held that the appellants are equitably

estopped from challenging the validity of that lease after knowingly accepting and retaining the rental proceeds generated thereunder. Those determinations are dispositive of the appellants' asserted right to immediate possession.

More importantly, the record reveals that when the appellants instituted the summary proceedings, Rosetta McGee Greaves, as executrix of the estate and lessor under the lease agreement, petitioned the Monrovia City Court to intervene in order to defend the validity of the lease and protect the interests of the estate. The Monrovia City Court denied her petition to intervene, and nevertheless proceeded to adjudicate the controversy, ultimately awarding the appellants possession of two-thirds (2/3) of the disputed building.

The Circuit Judge correctly concluded that the Monrovia City Court committed reversible error in denying the executrix's petition to intervene while proceeding to adjudicate the validity of the lease executed by her in her fiduciary capacity.

Rosetta McGee Greaves was not merely a nominal party. She was the duly appointed executrix whose authority to administer the estate and execute the lease formed the very foundation of the controversy before the Monrovia City Court. The validity of the lease and the legality of the appellees' possession could not be adjudicated without directly affecting her fiduciary authority and the administration of the estate.

The Civil Procedure Law, Title 1, Liberian Code of Laws Revised, expressly recognizes the right of a person to intervene where he or she claims an interest relating to the property or transaction that is the subject of the action and where the disposition of the action may impair or impede the protection of that interest. Section 5.61(1) of the Civil Procedure Law, Title 1, Liberian Code of Laws Revised, provides, in pertinent part:

> "§ 5.61. Intervention as of right.
>
> 1. In general. Upon timely application, any person shall be allowed to intervene in an action:
> (a) When a statute of the Republic of Liberia confers an unconditional right to intervene; or
> (b) When the representation of the applicant's interests by existing parties is or may be inadequate and the applicant is or may be bound by a judgment in the action; or
> (c) When the applicant is so situated as to be adversely affected by a distribution or other disposition of property in the custody

> or subject to the control or disposition of the court or of an officer thereof."

We are convinced that Rosetta McGee Greaves satisfied this statutory standard. As executrix of the estate, she executed the lease agreement in the course of administering estate property, and the appellants' action sought to invalidate that lease and terminate the possession flowing therefrom. The disposition of the action therefore directly affected both her fiduciary authority and the administration of the estate. She was consequently entitled to intervene as a matter of law.

The denial of her intervention likewise offended the fundamental requirements of due process guaranteed by the 1986 Constitution of the Republic of Liberia. Article 20(a) of the 1986 Constitution of the Republic of Liberia provides that:

> "no person shall be deprived of life, liberty, security of the person, property, privilege or any other right except as the outcome of a hearing judgment consistent with the provisions laid down in this Constitution and in accordance with due process of law..."

This Court has long held that due process requires that every person whose legal rights are to be affected by judicial proceedings be afforded notice and an opportunity to be heard. In *Wolo v. Wolo, 5 LLR 423 (1937),* this Court declared that due process is "a law which hears before it condemns" and that no man shall be personally bound until he has had his day in court.

Having denied Rosetta McGee Greaves the opportunity to intervene and be heard, the Monrovia City Court could not thereafter proceed to adjudicate the legality of the lease executed by her in her fiduciary capacity, invalidate the legal consequences of her fiduciary acts, or effectively undermine the administration of the estate by awarding the appellants possession of two-thirds (2/3) of the disputed premises. Such a determination necessarily affected her legal rights and fiduciary authority without affording her the process guaranteed by both the 1986 Constitution of the Republic of Liberia and the Civil Procedure Law, Title 1, Liberian Code of Laws Revised.

Furthermore, by awarding the appellants possession of two-thirds (2/3) of the building, the Monrovia City Court necessarily misconstrued the Last Will and Testament of the deceased and determined the respective interests of the beneficiaries under the estate. Those matters fall squarely within the jurisdiction of

the Monthly and Probate Court under the Decedents Estates Law, Title 8 of the Liberian Code of Laws Revised, and not within the limited scope of summary proceedings.

We now hold that Rosetta McGee Greaves, acting under lawful Letters of Administration Cum Testamento Annexo and the continuing supervision of the Monthly and Probate Court for Montserrado County, possesses the legal authority to administer the Randall Street building and execute the lease agreement consistent with the testator's intent. We further hold that the appellants, having knowingly accepted and retained rental proceeds and other benefits generated under the lease agreement, are equitably estopped from denying its validity or challenging the appellees' continued possession of the leased premises. We also hold that the appellants failed to establish the immediate and superior possessory right required under Section 62.21 of the Civil Procedure Law, Title 1 of the Liberian Code of Laws Revised, to maintain an action of summary proceedings to recover possession of real property. Accordingly, the Circuit Judge committed no reversible error in reversing the judgment of the Monrovia City Court.

WHEREFORE AND IN VIEW OF THE FOREGOING, the Final Judgment of the Civil Law Court for the Sixth Judicial Circuit, Montserrado County is hereby affirmed. The Clerk of this Court is ordered to send a Mandate to the court below commanding the judge presiding therein to give effect to the Judgment of this Opinion. Costs are ruled against the appellants. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELOR FRANCES JOHNSON ALLISON OF THE JOHNSON, ALLISON AND ASSOCIATES APPEARED FOR THE APPELLANTS. COUNSELOR THOMPSON JARGBA OF THE LAW OFFICES OF JARGBA APPEARED FOR THE APPELLEES.