

SAMUEL KOON, Appellant, v. **PETER JLEH**, substituted by KOFA GBE,
Appellee.

APPEAL FROM THE CIRCUIT COURT FOR THE SIXTH JUDICIAL
CIRCUIT, MONTSERRADO COUNTY.

Heard December 9, 1998 Decided January 21, 1999.

1. The power of arbitrators appointed by court on agreement of the parties may be exercised by the majority unless otherwise provided by the arbitration agreement.
2. The court is obligated to affirm an award made by the arbitrators where the parties by stipulation agreed the award shall be binding on them, unless grounds provided by the statute are sought for vacating and nullifying the same.
3. Under the doctrine of estoppel, a person party to a stipulation is estopped from declaring his action illegal and in so doing taking advantage of his own action.
4. A stipulation is an agreement, admission or concession made in a judicial proceeding by the parties thereto in respect of some matters therein for the purpose of ordinary avoiding delay, trouble and expenses.
5. Courts should receive a fair and liberal construction, in harmony with the apparent intention of the parties and the spirits of justice and in furtherance of fair trials upon merits rather than a narrow and technical one calculated to defeat the purpose of their execution; and in all cases of doubt, that construction should be adopted which is favourable to the party in whose favour it is made.
6. Courts are bound to enforce stipulations which parties validly make, when they are not unreasonable or against good moral or sound public policy. The primary rule is that courts, if possible, ascertain and give effect to the intent of the parties.
7. On application of a party to the arbitrators or on submission of the court to the arbitrators on such conditions as the court may order, the arbitrators may modify or correct the award upon the grounds stated in the statute, or amend the award for the purpose of clarifying it.
8. Objections of the findings or decision of the arbitrators must be in writing and served on the arbitrators and the other parties to the arbitration within five days after receipt of notice of the application.

9. It is mandatorily required by statute that the time limitation for filing a written objection after the service of a signed copy of the arbitrator's award on the application and other parties concerned shall be strictly followed.

Appellant Samuel Koon instituted in the Civil Law Court for the Sixth judicial Circuit, Montserrado County, an action of ejectment against Appellee Peter Jleh, claiming that the latter was encroaching on the western half of his land. Following the resting of pleadings, and because of the intricacy of the dispute, the parties agreed and applied to the court for the appoint of a board of arbitration comprising surveyors to survey and report their findings to the court, which report, the parties stipulated would be binding on them. The first arbitration report, with the dissent of one arbitrator, concluded that the appellee was the legitimate owner of the land in dispute.

Notwithstanding the case remained undetermined from 1976 to 1994 when the parties again applied to the court for the appointment of another arbitration board, which application was granted and a new board appointed. The new arbitration also found for the appellee, which findings and conclusions were confirmed by the trial court. From this judgment, the appellant, plaintiff in the lower court, appealed to the Supreme Court, contending that the trial court had violated the statute in *sua sponte* confirming the arbitration award within two days rather than thirty days as provided by the statute, and further, that the court had acted contrary to law in submitting the award to counsel to study in order for the court to pass upon the report, since the law was that the court would pass on the award only after a written motion of a party to confirm the award.

The Court rejected the contentions of the appellant, holding that the parties to the arbitration agreement had agreed to be bound by its terms and by the findings and conclusions of the arbitration board, and that the appellant was therefore estopped from repudiating his act on ground of illegality. The Court opined that as the agreement had not been entered into under coercion and was not violative of public policy, the trial court was under an obligation to give effect to the intention of the parties which was that the award would be binding on the parties. Accordingly, the trial court was legally bound to enforce the award made by the majority of the arbitrators and to render final judgment thereon, and that therefore the trial court did not act in error in affirming the award of the board of arbitration.

As to the contention that the parties had the right to object to the award within thirty days and that therefore the trial court acted in error in *sua sponte* affirming the award

before the expiration of that period and without the motion of a party, as allegedly required by law, the Court stated that under the statute a party desiring to object to the award had to do so within five days of the date of notice of the award and not thirty days as contended by the appellant. The Court noted that the appellant had violated the statute in not asserting objections to the award within the time prescribed by statute, and that as such the contention in that respect was subject to dismissal.

Accordingly, the Court affirmed the judgment of the trial court and ordered enforcement of the award.

Snosio E. Nigba of the Legal Services Inc. appeared for appellant. *J. D. Gordon* of the Gordon Law Offices appeared for appellee.

MR. JUSTICE MORRIS delivered the opinion of the Court.

The parties in the above entitled cause are before this Honourable Court on appeal from a final judgment of His Honour Varney D. Cooper, then presiding judge over the Civil Law Court, Sixth Judicial Circuit, Montserrado County, during its September Term, A. D. 1994. The court, after arguments on the report of the board of arbitrators, rendered final judgment in favour of Appellee Peter Jleh. The appellant, Samuel Koon, not being satisfied with the final judgment of His Honour Varney D. Cooper, has come to this Court, sitting *en banc*, for a review of said matter as the organic and statutory laws of this land provide.

The ejectment case, as culled from the certified records before us, may be succinctly stated as follows.

On February 4, 1976, Samuel Koon instituted an action of ejectment in the Civil Law Court, Sixth Judicial Circuit, Montserrado County, against Peter Jleh, alleging that he owned in fee simple one-half lot or one eighth acre of land situated on Bushrod Island, Point Four Area, Monrovia, Montserrado County, Liberia. He further alleged that Peter Jleh was encroaching upon the western half of said land.

Peter Jleh, the appellee filed an answer and later withdrew the said answer and filed an amended answer in which he denied encroaching upon the appellant's land and asserted that he owned one lot, a portion of which was in block two, situated on Bushrod Island, Montserrado County, which lot was a portion of King Peter's property. The appellee further asserted that he had purchased the said lot from Buku Faye, one of the descendants of King Peter.

Because of the intricacy involved in determining the legitimate owner of the land, both parties agreed to submit the controversy to a board of arbitrators, duly approved by the court, in the application for which they stipulated as follows:

"APPLICATION

Plaintiff and defendant in the above entitled cause of action by and through their respective counsels hereby apply to this court for the appointment of a board of arbitration and for cause submit the following, to wit:

(1) That they have observed carefully from their respective deeds proferted with the pleadings that the metes and bounds as well as their block numbers are separate and distinct, which in itself requires nothing less than the appointment of competent and qualified surveyors, to be appointed by the parties and the court, to proceed on the disputed area in order to determine which of the parties its in fact encroaching upon the land of the other.

(2) That the parties hereto, that is plaintiff and defendant do hereby further stipulate and agree that a majority award of the board shall be binding upon the parties hereto upon which judgment shall be rendered by court.

25 cents revenue stamp affixed to the original

Given under our hands this 8th day of

April A. D. 1976.

SDG: Roosevelt S. T. Bortu

Attorneys & Counsellors-at-Law,

The P. Amos George Law Firm, counsel for plaintiff

SGD: James Doe Gibson

Counsellor-At-Law for defendant.

APPROVED: ASSIGNED CIRCUIT JUDGE"

The majority report of the first board of arbitrators is now hereby quoted as follows:

"DEPORT OF BOARD OF ARBITRATORS

His Honour, The Circuit Judge

Sixth Judicial Circuit

Montserrado County, R. L.

Temple of Justice

Monrovia, Liberia.

Samuel Koon PLAINTIFF VERSUS Peter Jleh DEFENDANT ACTION OF
EJECTMENT

The board of arbitrators, consisting of three surveyors, were duly qualified in this case by the court, to survey, investigate, and report our findings to said court. The facts were found as alleged by the plaintiff, as follows:

1. On October 18, 1976, at 9:30 a. m. We, the board of arbitrators were all present; the deeds were presented to the board by the two parties.

(2) One warranty deed from S. N. H. Speare to Samuel Koon Block #7, for 'A lot, situated on Bushrod Island, probated December 8, 1975, registered in vol. 176-75, at pages 377-379.

(3) One warranty deed from Buku Tay, legal heir of the late King Peter, to Peter Jleh, Block #2, for one lot, situated on Bushrod island, probated November 15, 1974, registered in vol. 102-74, pages 384-388.

"THE MEMBERS OF THE ARBITRATION BOARD TO THE SO CALLED
ARBITRATION CONDUCTED BY OTHER MEMBERS.

On the 16th of October 1976, a board of arbitration was appointed by Your Honour to conduct arbitration in the case Samuel Koon, plaintiff, versus Peter Jleh, defendant, in an action of ejectment. Plaintiff Samuel Koon's land is within and forms part of Block No. 7, owned by Hawah Somboe Gbassee, and Defendant Peter Jleh's land is within and forms part of King Peter's Reserve in Block No. 2, Bushrod Island. We were instructed to conduct a thorough survey within the 2 Blocks, Nos. 7 and 2, to determine what relationship if any existed between them and report thereon.

Because of heavy rain, we did not perform this duty on the 16th but on the 17th of October 1976. We went to Block No. 7 and the chairman insisted that we should go in a nearby house and call for the deeds of Hawah Somboe Gbassee and King Peter respectively for inspection. I told him that we should remain on the field and conduct the survey but he refused and we went to the house of Mr. Cummings where a deed was presented by Henry Logan, owned by Bubu Tay, the heir of King Peter, according to him. Hawah Somboe Gbassee's was also present, to which Mappy, one of the members objected, claiming same to be illegal. But Chairman Dunbar said it was alright. Mappy having objected to Hawah Somboe Gbassee's deed, took same

from the table and threw it down and Fahnbulleh, the grandson of Hawah Somboe Gasee reacted and Mr. Mappy pushed him and confusion ensued, which resulted into a big fight.

After the fight, we got together to conduct the duty assigned to us and I suggested that we should conduct survey in Block No. 7 and proceed to Block No.2 and conduct survey there too, in keeping with the court's instructions but they refused, saying that block No. 2 is within block No. 7 and they accordingly conducted their survey against which I strongly protested and abstained from taking part.

OBJECTIONS: I objected to the so called arbitration made by Joseph Dunbar and Mappy on the following grounds:

1. That the entire survey and/or arbitration conducted by them is unfair and illegal and against the instruction of the court.
2. That it is impossible to get block No. 2 from block No. 7.
3. That block No. 2 is on the right hand side of the motor road from Monrovia to Brewerville, whilst lock No. 7 is on the left hand side of the said road.
4. That the distance between block No. 2 and 7 is about 4 miles.

Respectfully submitted:

SGD: S. Newton Speare

SGD: S. Newton Speare

PUBLIC LAND SURVEYOR, MO. CO.

DATED: October 18, 1976."

Accordingly, the court approved the stipulation on the 8THof April 1976, and appointed three surveyors, one being the chairman to conduct a survey of the disputed area and submit its findings. The survey conducted revealed that Peter Jleh, the defendant in the trial court, who is now appellee, is the legitimate owner of the property. But prior to determination of the result of the arbitration award, lawyers for both parties died and Peter Jleh, the defendant, later died also and had to be substituted by his wife, Kofa Gbe Munah, of Point Four. For reliance, see Civil Procedure Law 1: 5.31(1), *Substitution in case death*.

This case remained on the docket from 1976 to 1994, when both parties again appeared in court and requested for the assignment of the case. The parties in the case, upon their appearance in court, requested for the second time that the controversy be submitted to a board of arbitrators, which request was granted and another board of arbitrators was constituted comprising of three qualified surveyors, namely, Stephen T. Freeman, chairman; Molly Y. Traub, member; and Anthony T. Sharpe, member.

The surveyors proceeded to the disputed area and conducted a survey of the spot and on the 16th day of November, 1994 the three surveyors submitted their findings, which we herewith quote verbatim:

"REPORT INVOLVING SURVEY OF A DISPUTED PARCEL OF LAND BETWEEN THE HEIRS OF THE LATE PETER JLEH AND SAMUEL KOON SITUATED IN THE BOROUGH OF NEW KRU TOWN, MONTSERRADO COUNTY.

Upon directive from His Honour Varney D. Cooper, Sr., assigned circuit judge, Six Judicial Circuit, Civil Law Court, Montserrat County, a board of arbitrators was appointed to survey a parcel of land in dispute involving the heirs of the late Peter Jleh and Samuel Koon. The board members comprised:

1. Mr. Stephen G. Freeman— Chairman
2. Mr. Molly Y. Traub— Member, representing the heirs of the late Peter Jleh.
3. Mr. Anthony T. Sharpe— Member, representing Mr. Samuel Koon.

The purpose of the survey was to determine the ownership of the land with respect to the documents (deeds) presented by the parties through the court to the board.

Prior to the execution of the survey exercises, the usual survey notices were served to would be claimants to be present to identify their respective property boundaries. Some of the property owners responded to the notices, they identified the boundaries, and the survey exercises were carried out successfully without hindrance.

The legal documents (deeds) for both parties (the heirs of the late Peter Jleh and Mr. Samuel Koon), presented to the board to facilitate the technical implementation of the survey exercises have the following information:

A. One warranty deed from Buku Tay to Peter Jleh for one (1) lot, probated November 15, 1974, registered in Volume 102-74, pages 384-388, located on Bushrod Island, bearing Block # 2.

B. One (1) warranty deed from S. N. H. Speare to Samuel Koon for half lot, probated December 8, 1975, registered in Volume 176-75, pages 377-379, located on Bushrod Island, bearing Block # 7.

To the judgment of the court, the appellant's counsel excepted and gave notice that he would file with the court a motion to vacate the award in keeping with statutes.

The trial judge having dealt with the case in its entirety, including the pleadings filed, issues of facts and law, ruled in favor of Appellee Peter Jleh.

For the benefit of this opinion, we hereby quote the court's final judgment as follows, to wit:

"Court's Final Judgment

This action of ejectment was instituted since 1976 and has been on the court's docket from that time up to the present. During this term of court, upon the request of both parties, the board of arbitrators, consisting of three qualified surveyors, was appointed to survey the two properties of the parties, based upon their deeds, which they were ordered to pass over to the court to assist (the surveyors) in performing their work. The chairman, in person of Joseph F. Freeman, was appointed by the court, while the other two surveyors were appointed one each by the party of interest. After a protracted delay, the arbitrators finally presented their reports. Two of the parties, the chairman Stephen G. Freeman and member Money Traub presented a majority report, and Anthony T. Sharpe presented a minority report. The majority report went into detail and explained the technical aspects and concluded that:

(a) the survey was done in normal survey order;

(b) the deed of the late Peter Jleh is older than that of Samuel Koon. The minority report also confirmed that the deed of the late Peter Jleh is older than that of Samuel Koon and according to him same was not survey.

Section 64.4 of the Civil Procedure Law says that the power of the arbitrators may be exercised by the majority unless otherwise provided by the arbitration agreement.

Section 64.10 of the same book orders the court to confirm an award unless grounds are sought for vacating and nullifying same. This court is not aware of any written objection rejecting the majority report; hence, to put an end to this controversy which has lasted for over twenty years, the court, taking into consideration the survey map submitted by the majority hereby confirms and affirms the report of the majority in keeping with the map. Consequently, this Court hereby declares that the area marked in red according to ground location P/11, P/12, P/13, and P/14, belong to Defendant Peter Jleh, according to deed registered in volume 102, pages 386388 and probated November 14, 1974, and he is to be put in possession of same. And it is hereby so ordered.

Given under my hand and Seal of Court this

5th day of December A. D. 1994

SGD: Varnie D. Cooper, Sr.

Assigned Circuit Judge

Presiding, Sixth Judicial Circuit,

Civil Law Court"

To the above-mentioned final judgment of December 5, 1994, the appellant excepted, and announced an appeal to this Honourable Court, which was accordingly granted by the trial court.

From the certified records transmitted to this Court and the two-count bill of exception filed, the appellant basically contended that the trial judge committed reversible error, with respect to the board of arbitrators' findings and award, when he ruled: "that the clerk is ordered to pass same to counsel for study and they are to report to this court on December 2, 1995, at the hour of 10:00 a.m. in order for the court to pass upon said report;" and that said ruling was illegal and arbitrary because according to the statutes, thirty days is allowed for plaintiff to file a written notice stating his objection to said award in compliance with the Civil Procedure Law, Rev. Code 1: 64.10. Further, appellant contended that section 64.10 does not *sua sponte* order the court to confirm an award within two days as was erroneously done by the trial judge in the instant case. The law, appellant said, requires the judge to pass on the award only after a written motion of a party to confirm said award, if there is no written motion urging for the vacating or modifying of said award.

In response thereto, appellee contended, amongst other things, that the entire bill of exceptions is not worthy of consideration for reason that the appellant failed and neglected to take the initial steps by filing a written motion to the board of arbitration

in compliance with section 64.8 of our Civil Procedure Law which provides that an application to the arbitration by a party shall be made within five days after service of signed copy of the award on the applicant. Written notice of the application shall be given by the arbitrators forthwith to the other parties to the arbitration. Objections to the application must be in writing and served on the arbitrators and the other parties to the arbitration within five days after receipt of the notice of the application. Hence, the failure on the part of the appellant to file a written motion to the majority report within five days constituted waiver and laches, and as such the entire bill of exceptions should be overruled and denied.

Predicated upon the contentions of the parties as couched and summarized from the certified records, briefs and arguments before this Honourable Court, we consider that these issues are germane for the determination of this case:

1. whether or not in a judicial proceeding parties are, bound by the terms and conditions of the stipulation they entered into and are therefore estopped from repudiating their actions as illegal;

(2) whether or not courts are bound to enforce stipulations which parties validly make; and,

(3) whether or not the failure to file a written objection to the board of arbitrators' report in the court below can be raised in the bill of exceptions for the first time as would make it cognizable before the appellate Court.

We shall now traverse issues (1) and (2), which are "whether or not in a judicial proceeding, the parties thereto are bound by the terms and conditions of the stipulation they entered into and are therefore estopped from repudiating their own actions as illegal" and "whether or not courts are bound to enforce stipulations which parties validly make. In answering those questions, we must take recourse to the records. A thorough review of the records in this case revealed that on February 4, 1976, Samuel Koon instituted an action of ejectment in the Sixth Judicial Circuit Court, Montserrado County, against Peter Jleh, alleging that he owned in fee simple one half (1/2) lot or one eight (1/8) acre of land, situated on Bushrod Island, Point Four Area, Monrovia, Montserrado County. He further alleged that Peter Jleh was encroaching upon the western half of his land. Peter Jleh, the appellee, filed an answer and later withdrew the said answer and filed an amended answer in which he denied encroaching upon the appellant's land and asserted that he owned a lot, a portion of which was in block two, situated on Bushrod Island, Montserrado County,

which lot was a portion of King Peter's property. The appellee further asserted that he purchased his said lot from Buku Tay, one of the descendants of King Peter.

On the 8th day of April A. D. 1976, because of the intricacy involved in determining the legitimate owner of the land, both parties agreed to submit the controversy to a board of arbitrators, duly approved by court, in which they stipulated in count two (2) of said stipulation. "That the parties hereto, that is, appellee and appellant do hereby further stipulate and agree that a majority award of the board shall be binding upon the parties hereto upon which judgment shall be rendered by the Court."

Our candid interpretation and construction of this clause, or paragraph two (2) of the stipulation entered into and signed by the parties on April 8, 1976, is that they understandingly agreed without any coercion, that they were submitting their land dispute or controversy to a board of arbitrators composed of three (3) members, whose majority award shall be binding upon them and that the court shall render its final judgment upon the award of the majority submitted by the board of arbitrators in their report.

With respect to the principle of law of stipulation and its enforcement, Mr. Justice Barclay, speaking for this Court in the case *Smith v. Page*, 11 LLR 146, 150 (1952), said: "Since appellant was a party to these stipulations, he is now estopped from declaring his action illegal and by so doing taking advantage of his own action." Further, and in support of the case herein above cited, Mr. Justice Henries, speaking for the Court, supported the principle of law on stipulation, in the case *Stereo Hotel v. S & A Construction and Trading Company*, 21 LLR 415, 421 and 427 (1973) held: " that the trial judge was guided by the stipulations, it is necessary to determine whether the stipulation should have had any effect on disposition of the case in the court below. According to legal authority, a stipulation is an agreement, admission or concession made in a judicial proceeding by the parties thereto in respect of some matters therein for the purpose of ordinarily avoiding delay, trouble and expenses."

This principle of law alluded to above is also confirmed in 50 AM JUR., *Stipulation*, § 2, which provides: "The primary rule in construction of stipulations is that the court must, if possible, ascertain and give effect to the intent of the parties" For reliance, see also 83 C.J.S, *Stipulation*, § 17 and 50 AM JUR., *Stipulations*, § 12.

With regard to issue two (2), concerning the enforcement of stipulations which parties validly make during a judicial proceedings, it is the holding of this Court, relying on the principle of law herein above cited, that stipulations entered into by

parties to the effect that the suit is binding on them and that they are estopped from repudiating their own action as being illegal is upheld and confirmed. We further hold that as regards stipulations, courts "should receive a fair and liberal construction, in harmony with the apparent intention of the parties and the spirits of justice and in furtherance of fair trials upon merits, rather than a narrow and technical one calculated to defeat the purpose of their execution; and in all cases of doubt, that construction should be adopted which is favorable to the Party in whose favor it is made." For reliance, see *Brown v. Cavalla River Company Limited*, 12 LLR 136, 139 (1954).

In addition to the above, this Court also confirms the principle of law that "Courts are bound to enforce stipulations which parties validly make, when they are not unreasonable or against good moral or sound public policy. The primary rule in construction of stipulations is that the court must, if possible, ascertain and give effect to the intent of the parties. For reliance, see 83 C.J.S., *Stipulation*, § 11

Turning to the third issue, which is whether or not the failure of the appellant to file a written objection to the board of arbitrators' report within statutory time can be raised in the bill of exceptions for the first time and cognizable by the appellate court, a careful perusal of the records in this case revealed that appellant in his bill of exceptions, contended that he excepted to the trial judge's ruling of November 30, 1994, indicating in the said exception that the ruling was illegal and arbitrary because, according to existing statutes, thirty day (30) is allowed to a plaintiff to file a written notice stating his objections to said award. Appellant further stated that he objected to the said majority award, as contained in the minutes of court of November 30, 1994, and that he gave notice that he will file a motion to vacate said majority award within the statutory time of thirty days (30), in keeping with the Civil Procedure Law, Rev. Code 1: 64.10.

The appellee responded that the entire bill of exceptions is not worthy of consideration by the court for reasons that the appellant failed to take the initial steps by filing a written motion to the board of arbitrators report or award in keeping with Chapter 64, Section 64.8 of the Civil Procedure Law.

This Court observes that on November 30, 1994, when the board of arbitrators presented to the trial court their report or award, same was immediately served on the parties by the clerk of court upon the orders of the trial judge. The appellant in these proceedings there and then objected to the arbitrator's awards and gave notice that he would file a written motion to vacate said majority award within thirty days (30).

The contention between the parties is that the appellant maintained that the motions for modification, correction or clarification of award by arbitrators shall be made in writing within thirty days (30) after service of the signed copy of award on the applicant, whereas the appellee contended that after the service of the signed copy of award on the applicant, he is mandatorily required to file his objections in writing and serve same on the arbitrators and other parties to the arbitration within five (5) days after receipt of the notice of application.

For the purpose of this opinion, we herewith quote verbatim the Civil Procedure Law, Rev. Code 1: 64.8, *Modification, Correction or Clarification or Award by Arbitrators*, as it relates to the filing of written objection, method and time limitation. The section provides as follows, to wit:

"Section 64.8 (1)(2) Modification, correction, or clarification of award by arbitrators.

I. Scope. On application of a party to the arbitrators or, if an application to the court is pending under sections 64.10, 64.11, or 64.12, on submission to the arbitrators by the court under such conditions as the court may order, the arbitrators may modify or correct the award upon the grounds stated in section 64.12 or may amend the award for the purpose of clarifying it.

2. Applications. Method and time limitation. The application to the arbitrators by a party shall be made within five days after service of a signed copy of the award on the applicant. Written notice of the application shall be given by the arbitrators forthwith to the other parties to the arbitration. Objections to the application must be in writing and served on the arbitrators and the other parties to the arbitrator within five days after receipt of notice of the application."

It is our interpretation and construction that from the afore quoted provision of law it is mandatorily required by statute that the time limitation for filing a written objection after the service of a signed copy of the arbitrator's award on the applicant and other parties concerned shall be made within five days (5) and not 30 days as is contended and argued by appellant. We further note that the appellant did accept to and announce that he would take advantage of the statute by filing his written objections to the award within 30 days when he received his copy of the report or award, on November 30, 1994, but failed and neglected to file said written objection to the arbitrator's award within the statutory time up to and including the date of this opinion.

Wherefore and in view of the foregoing, the appellant having failed to comply with the law as above stated, with respect to the filing of written objections to the arbitrators' award, his contention is hereby dismissed and the appellee's contention that the written objection should have been filed within five days (5) is sustained.

Wherefore and in view of the foregoing, it is the holding of this Court that having reviewed the history of this case in its entirety, that is, the stipulation between the parties, the reports of both the 1st and 2nd arbitration boards, and the relevant law citations quoted hereinabove, to the mind of this Court, both reports having, provided the same results, coupled with the stipulations signed between the parties, including the deed of Peter Jleh, which predates that of Samuel Koon, and which deed is traceable to the Republic of Liberia, this Court is convinced that the Appellee Peter Jleh has superior title to that of Appellant Samuel Koon, and is therefore entitled to the possession of his one lot situated on Bushrod Island, Montserrado County, Monrovia, Liberia, as correctly ruled by His Honour Varney D. Cooper Sr., assigned circuit judge, presiding in the Civil Law Court, on the 5th day of December A. D. 1994.

Wherefore and in view of the foregoing, the appeal should be, is and same is hereby denied. The judgment of the lower court is affirmed and confirmed with costs against appellant. And it is hereby so ordered.

Judgment affirmed