

Joe Hooks, Zen-Where F. Garway, and Lucy Juah, Administrators and
Administratrix of the Intestate Estate of the Zangar Chea and Donin of Margibi
County, Republic of Liberia APPELLANTS Versus **Mrs. Iris Jangaba** of Paynesville,
Montserrado County Republic of Liberia APPELLEE

ACTION OF EJECTMENT. CASE REMANDED

HEARD: OCTOBER 16, 2007 DECIDED: JANUARY 11, 2008

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE
COURT

The above entitled action was instituted by Joe Hooks, Zen-Where Garway, and Lucy Juah, against Mrs. Iris Jangaba, in the Circuit Court of the Thirteen Judicial Circuit, Margibi County, Republic of Liberia. The facts and circumstances underlying these proceedings as culled from the records on appeal state that Appellants as Plaintiff in the court below, on the 27th day of October, A.D. 2005, filed a 4-Count complaint in the Thirteen Judicial Circuit, in an Action of Ejectment against the Appellee, Defendant in the court below, stating inter alia, that they are the administrators and administratrix by Letters of Administration issued 17th day of August, A.D. 2004 in Marshal, Lower Margibi County, registered and probated as per law of the intestate estate of the late Zangar Chea, and Donin. Appellants assert that their descendants acquired this parcel of land located in Margibi from the Republic of Liberia on January 25, 1903. The Appellant in their Complaint further aver that the Appellee without any color of right whatsoever, encroached on said property; and that they as administrators and administratrix of the said estate, had no alternative but to seek redress through court by means of ejectment.

The Appellee filed an 11-Count Answer to the Complaint contending that she is the legitimate and bona fide owner of the subject property lawfully acquired by honorable purchase from the legal administrator and legitimate heirs of the self-same intestate estate. Appellee answered further that all pieces of land acquired by her and her late husband were acquired by the lawful knowledge and participation of the Appellants who and her grantor are all relatives and who had all benefited from the sale of the land; and that the Appellants had merely instituted the suit as a cover up so as to put Appellee on the defensive as she had threatened court action against Appellants and third parties to whom Appellants had sold portion of land already sold to the Appellee.

The Appellee further contended that the Appellants lack the legal capacity and standing to institute this action and that their Letters of Administration should be revoked, cancelled, and set aside, as they deceived and misled the court by not informing the court of the existence of a prior Letters of Administration issued to Mr. Alfred Walker Zorkpeh, her grantor, for the very same property of which they were fully aware. Mr. Walker Zorkpeh had obtained Letters of Administration on the 11th day of December, A.D. 1998 from the Monthly and Probate Court of Montserrado County and said Letters registered in Volume 45-9 in the National Archives pages 436-437. Appellee also submitted that the acquisition of her property was long before the Appellants obtained their Letters of Administration and the previous Letters of Administration from which she claims her title had not been revoked. That even assuming Appellants appointment as administrators was to be considered legal and valid, they are bound by the acts of their predecessor administrator and that they cannot undo what he did while lawfully in office.

The Appellants in their 8-Count Reply to Appellee/Defendant's Answer countered that the Intestate Estate which Appellee's grantor Alfred Walker Zorkpeh administers and from which Appellee derived title is not the same estate being administered by Appellants. Appellants alleged that the grantor of Appellee/Defendant fraudulently used Zangar Chea and Donin's Estate name while his Letters of Administration is calling for a different estate and if exists is different from Appellants' administered estate.

After disposing of the law issues, the judge ruled the case to trial on February 22, A.D. 2006. On August 11, 2006, the judge rendered final judgment adjudging the Defendant/Appellee not liable to the Plaintiffs/Appellants; that the Plaintiffs did indeed sell portion of the land to the Defendant and that they should be ousted, evicted, and ejected. To this judgment, the Appellants/Plaintiffs noted exception, and announced an appeal to this Court of last resort. The decisive issues relevant to the final determination of this case are:

- 1. Where the Appellants claim that their intestate estate is separate and distinct from that of Appellee's grantor, whether the court below could have made a final determination of the case without a Board of Arbitrators?*
- 2. Whether a person acquiring property from an Administrator of an estate can be dispossessed by one who acquires Letters of Administration thereafter, and especially where the previous Letters of Administration has not been revoked?*

Count One (1) of Plaintiffs' Reply requests the court below to dismiss the Defendant's Answer in that the three deeds from the Defendant's grantor Mr. Alfred Walker Zorkpeh, administrator of the intestate estate of the late Chea Chuwaykpi, should not be part of the estate administered by Plaintiffs. Defendant's grantor had fraudulently used Zangar Chea and Donin estate's name while his Letters of Administration calls for a different estate.

Count 6 of Appellants/Plaintiffs Bill of Exception also states:

"That Your Honour erred when you failed to realize that Defendant's grantor, Alfred Walker Zorkpeh, Administrator of the intestate estate of the late Chea Chuwakpi did not have any authority to sell portion of the intestate estate of the late Zangar Chea and Donin being administered by Plaintiffs."

This Court *refers* to the attached Letters of Administration of the Plaintiffs:

IN RE.: "The Petition of Joe Hooks, Zen-Where Garway and Lucy Juah, Grand Children of the Late Zangar Chea and Donin, praying this Honourable Court for Letters of Administration to administer the intestate estate of the aforesaid deceased."

And the Defendant's grantor's Letters of Administration:

IN RE.: "The Petition of Alfred Walker Zorkpeh, praying this Honourable Court for Letters of Administration de bonis non to administer the intestate estate of the Late Chea Chuwayipi"

This Court notice that attached to the Complaint, Plaintiffs exhibited a Certified copy of a deed conveying 172.47 (One hundred seventy-two point four seven) acres of land to Zangar Chea and Donin. On the other hand, Defendant attached copies of three deeds of parcels of land stated to be from the Zangar Chea and Donin's estate but the Defendant/Appellee did not attach a deed of the estate which her grantor Alfred Walker Zorkpeh is said to be administering. She, her grantor and witnesses, however, testified that both Letters of Administration is for one and the same estate. Thus Appellee's deeds profert reads:

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"KNOW ALL MEN BY THESE PRESENTS: That by virtue of the authority of will conferred on me, Alfred Walker Zorkpeh as administrator of the Estate of Zangar Chea and Donin (emphasis ours), deceased of Zorgba Town, Margibi County, by Letters of Administration granted by monthly and probate court.... "

This Court would like us to look at excerpts of various testimonies by the Plaintiff/Appellant:

Appellant/Plaintiffs' first witness, Mr. Joe Hooks, on the cross examination answered to the Defendant's Counsel's questions put forward as follows:

Q. Please say, if you know or are acquainted with Alfred Zorkpeh?

A. I know him very well.

Q. Please say, also if you bear any relationship to each other?

A. Yes.

Q. Your related like how; your brother, uncle or what?

A. He is my brother son (nephew), Henry . Games son.

Q. Mr. Witness, since you and Alfred Walker Zorkpeh are relates; is it that you both' as family members jointly own the property claimed to be that of your Grandfather?

A. No.

Q. How come now?

A. They have their property and we have our property.

Q. So then, is it that Alfred Walker Zorkpeh and his side of your family have property in the same area as yours'?

A. Yes, in the same area [emphasis ours]

Q. You said just now that the deeds are separate, that they have theirs and you have yours, please say if both of you derived the respective pieces of property from the same source, that is to say, from your Grand father?

A. Their grand father's land different and my grandfather's different. (emphasis ours)]

Q. So then, your grand father is different from Alfred's grand father, please say if at any time you both jointly owned or administer any property?

A. No, we do not have property together.

Plaintiffs second witness, Lucy Juah, on the cross examination testified as follows:

Q. Madam Witness, please say if you are related to Mr. Joe Hooks, your Co-plaintiff, and if so, what relationship do you bear with each other?

A. Yes, he is my ma's brother. I call him my uncle.

Q. Also, please say if you are related to Defendant's grantor, Mr. Alfred Walker Zorkpeh and if so, what constitutes the relationship?

A. Me and him are not relatives.

Q. What about the following persons, namely: Joe D. Elliott, Jr. Henry Zorkpeh, Junior J. Zorkpeh and George Blaine, say if you know them and how?

A. Junior Doe (apparent reference to Joe D. Elliott, Jr), that's my sister's son. I know Henry Zorkpeh but Iis not relative to me; Junior Zorkpeh is my uncle's son, George Blaine is not known by me from any where.

Q. Please say if you know whether or not Alfred Walker Zorkpeh and his family people have land in the same area where you have your land also?

A. Yes.

Q. Also, the land in dispute sold by Alfred to Mr. & Mrs. Jangaba, please say if it is part of the land owned by Alfred family or owned by you and your family?

A. The land sold to the Defendant is part of our land

Q. Pleas tell us if you can remember how much land you all have in this area?

A. That is 147 acres of land.

Q. Madam Witness, you have confirmed that Alfred Walker Zorkpeh and his family do indeed have land in the same area as yours; the only problem is that he sold to the Jangaba's a portion of your land and not part of his own land. Is this correct?

A. Yes, because Uncle Joe owns property between Alfred and us.

Counsel for Defendant rest with this witness on the cross examination.

COURT'S QUESTION:

Q. Madam Witness, on your Answer to the last question posed to you on the cross, I wish to understand that your property (land) is different from the land of Joe Hooks?

A. Yes.

Q. Madam Witness, is your property separate from that of Mr. Joe Hooks as you have put on record how come then, that you and Mr. Joe Hooks have jointly instituted this action of Ejectment.

A. Because that our land Alfred Walker sold to her.

Q. Madam Witness, how many acres of land you have and have instituted this suit against the Defendant?

A. I do not know, because every time that they come to survey we make palaver.

Q. Madam Witness, are you saying that the Defendant as long you know has not surveyed her property?

A. I don't know.

Q. Madam Witness, please say for the benefit of the Court, how...land?

A. I don't know.

THE COURT discharges this Witness with thanks of court.

[COURT'S MINUTES OF Tuesday, June 13, 2006; 31st Day Jury Section, Sheet 3, 4, 6, 7 & 8]

The Appellee/Defendant brought to testify on her behalf Alfred Walker Zorkpeh, Henry Zorkpeh, and George Blaine who stated to the effect that both the Plaintiffs and the grantor and those witnesses to the deeds are one and the same family and the Estate being administered by Alfred Walker Zorkpeh (whose Letters have not been revoked) is

the same estate that the Plaintiff went subsequently and got Letters of Administration for. To further prove that the estate administered by the Alfred Walker Zorkpeh was the same property and that both parties were relatives, Appellee/Defendant presented several Memorandums into evidence signed by both the Plaintiffs and Appellee's grantor and witnesses. This Court for the purpose of its ruling has stated herein the testimony of Henry Zorkpeh which was confirmed by all Appellee's witnesses, and several Memorandums put into evidence by the Appellee. The testimony and Memorandum read as follows:

The fourth witnesses for Defendant, Mr. Henry Zorkpeh's testimony:

"It was 1998, we were surveying Chea land we the family. We were not having the money to resurvey. My brother, Walker, Lucy Juah with Oldman Joe son, Elliott Joe, Edward Walker, Roland Cooper and me, (Henry Zorkpeh) went to our father. He was sick seriously, to credit us some money to resurvey our land And we went for US\$300.00, the Oldman said, I can give you the money but among yourselves, have a family meeting to bring somebody to be administrator because I (the administrator) already on my way (dying now).

That's how come we carried Alfred Walker Zorkpeh to be the Administrator. We all agreed with it. When we carried the money home to survey the land, Oldman Joe sent me his son, Elliott to look for surveyor.

That how come we brought one surveyor called Robert Thomas. When he was surveying the land, the money that we were operating with was US\$350.00, and it finished We have a brother called Roland Cooper, who said, I have an oldman called Elwood Jangaba. We said OK go and bring the Oldman. When the late Jangaba went to us, he said yes it's true I want land. We carried and showed him to the place and said we want to survey the land. When we were surveying, we told this oldman that we needed some money. The first money that the oldman carried to oldman Joe Hooks was LD\$35, 000.00 in a carton. After he carried this money, he said my children, I am sick So long you are living on the road; I will put everything in front of you to run after the land survey and everything. So he appointed one of our first cousins, Edward Walker and any money for us will be given to Edward Walker. This appointment was done by oldman Joe Hooks. So oldman Jangaba paid half of the money, then sister Lucy received

US\$ 1,000.00 from the oldman in my presence along with Joe Hooks's son, Elliott. Then she said I am carrying this money to the family to share the money. Sister Lucy carried the US\$ 1,000.00 to oldman Joe to share it. Then from there, when we ourselves need money, we will go to the lawyer Elwood Jangaba and he would give it to Lucy, we sign and Lucy will put her finger prints there. Lucy Juah was sick she told us that she was going to oldman Joe to go to oldman Jangaba to give her money to go to hospital. Any amount she wants she would go to the oldman and he would give it to her without we taking anything from her. After the late Elwood Jangaba gave all that money, oldman Joe Hooks and Lucy Juah started reselling the people land to different people and so my brother told me. I was the first person to put stop to them. They took up cutlasses against me to beat me with cutlasses.

So, me and my brother Alfred Walker Zorkpeh told them, this thing your doing, when it comes to law, we will not eat these people money and do different thing. That's how oldman Joe Hooks and Lucy Juah went against me and my brother Alfred Zorkpeh. Then oldman Joe Hooks started calling my brother witchcraft. I, myself go talk the oldman and Lucy Juah say, we will drive you from our father place/ area here. Everyday my brother wife will be in confusion with them. So my sister(Juah) say I should leave from town and move to their area to avoid this confusion with Joe Hooks and Lucy Juah. That how come when I left, they started selling the people places that were bought from us all.

Surprisingly, the oldma (oldma Jangaba) went to call us saying, oldman Joe Hooks and Lucy Juah sued her for the land that she bought from us all. I want you to go and testify on what you know. That's what brought me here. And that's all I know"

Three Memorandum of Understanding were proferted into evidence by the Defendant and it reads:

1 "TO WHOM IT MAY CONCERN: We, the undersigned representing the people of Ben Town, Shiefflin Township, Margibi County, Liberia, have reconsidered our position regarding the obstruction on May 5, 2004, of the re-survey of the parcel of land sold to Counsellor and Mrs. Elwood L. Jangaba by the people of Zorgbe Town.

This certified therefore that the dispute and claim have been resolved by all parties without reservation and that Counsellor and Mrs. Elwood L. Jangaba can proceed with the re-survey of said property, without

molestation. In view of the above, we hereby affixed our signatures this 26 m day of June, A.D. 2004. For the people of Ben and Zorgbe Towns: 1. Alfred Walker Zorgbe; 2. Roland Cooper; Elders: 1. Sundaygar Sayway/Elder; 2. Joe S. Mason, Sr./Elder; 3. Joe Holt/Elder."

2. MEMORANDUM OF UNDERSTANDING: We, the undersigned Administrators and Elders of Chauwakpi hereby agreed and have hereby conveyed (16) Sixteen acres from the said Estate to Elwood L. Jangaba and Iris L. Jangaba as follows: That the first eight (8) acres at the rate of \$150.00 per lot and the remaining eight (8) acres for past legal services with the total Sixteen (16) acres to be evidenced by one (1) Deed. It is also understood that all subsequent installment payments shall be done at the residence of Elwood L. Jangaba to the Administrators, Alfred Walker Zorkpeh in the presence of the below representatives: Signed: Alfred W. Zorkpeh/ Administrator; Joe D. Elliott, Jr./Heir; Henry G. Zorkpeh/Heir; Junior Zorkpeh/Heir; Lucy Juah/Heir.

3. MEMORANDUM OF UNDERSTANDING (FEB. 17, 2002): Hon. Jakaba, we received your message from Omega Blein on the \$150.00 payment for a lot. We are already gone through the 8 (eight) acres discussion for the deed to be one, by so doing our first installment should be paid at your residence. By these representatives that been appointed by the family for this property. They are: 1. Alfred W. Zorkpeh, 2. Joe D. Elliott, Jr., 3. Henry G. Zorkpeh, 4. Junior Zorkpeh and 5. Lucy Juah"

*4. "Family Members of Zorkpeh's Town Feb. 16, 199
Zorkpeh's Township, Schiefflin
Margibi County.*

Hon. Jangaba: The family of the above mentioned addressed wish to extend you greetings in the pleasure name of our Lord and Savior Jesus Christ. Oldman, upon you receiving this letter, the family deems it necessary to give the eight (8) acres which was promise you as a workmanship.

This land is situated or adjacent to the first eight (8) acres that was surveyed for you. Chief, it was understood that because of financial problems, the surveyor should cut out three (3) acres, so you could buy the balance five (5), but Pa, the family are appealing that you should kindly buy eight (8) acres that had been surveyed for you plus your eight (8) acres of workmanship so that you have only one deed, as you said previously. It is not a force that you should buy the eight (8), but because of the larger number in

family,, this is why we are appealing. Presently your Sixteen (16) acres are there for you. Thanks. Its for your understanding in this regards. Signed: Elliott D. Joe, Jr.; Approved: Alfred Walker Zorkpeh; Witnesses: 1. Joe Hooks, 2. Clinton George, 3. Joejoe Diggs, 4. Roland O. Cooper, 5. Edward N. Walker, 6. Lucy W. Juah and 7. Henry G. Zorkpeh."

The Court cross examining Appellee/Defendant fourth witness, Mr. Henry Zorkpeh, put to him certain questions quoted below:

Q. Mr. Witness, please tell this Court who was the first administrator before Alfred Zorkpeh became the administrator; because from your testimonies, a portion which I quote, "it was in 1998 we were re-surveying Chea's land, we the family; we were not having money to resurvey. My brother Walker, Lucy with Uncle Joe's son, Elliott, Edward Walker, Roland Cooper and Zorkpeh) went to our father, he was sick seriously to credit us some money to resurvey the land and when we went, we went there for US\$300.00.

The oldman said I can give the money, but among yourselves, have a family meeting to be administrator because I (the administrator) already on my way dying now. That's how come we asked Alfred Walker Zorkpeh to be the administrator.

A. Our late father, the late Samuel Zorkpeh was the Administrator before Alfred Walker Zorkpeh.

Q. Mr. Witness, please say again for he benefit of the court whether this Chea's land that you said you wanted to survey for which you went to the Defendant the late Elwood Jangaba to get money from him, the amount of US\$300.00, is it portion of the same land or the land that was sold to him is separate from the Chea's land?

A. It was portion of the Chea's land sold to Mr. Jangaba.

Q. Mr. Witness, so the land that the Plaintiffs sued the late Jangaba and his wife for is a portion of the Chea's land?

A. Yes.

Q. Mr. Witness, Joe Hooks and Lucy Juah are members of the family of Chea?

A. Yes, we and them are family, we all surveyed the land. He received the first money from the sale.

Q. Mr. Witness, Plaintiffs Joe Hooks, Lucy Juah, you and others are family members of Oldman Chea, the portion of whose land was sold to the Defendant, can you say for the benefit of the court why did Joe Hooks, Lucy Juah have elected to sue the late Mr. Jangaba after they had received money from him in other words, if you know, what brought about the dissatisfaction between Joe Hooks, Lucy Juah and others?

A. Judge, that's the money conscious, they started to re-sell the land and I was against them for it; that is to say the land was already sold to the Defendant, they started to resell the same land.

From the testimonies gathered in this case and Appellee's documentary evidence which were not rebutted by the witnesses, this Court is convinced that Alfred Walker Zorkpeh, Appellee's grantor, sold her three parcels of land, and that Alfred Walker Zorkpeh and the Plaintiffs are indeed relatives.

Traditionally, the family referred to themselves as Chea, People of Ben Town, People of Zorgbe town, Elders of Chauwakpi, Family Members of Zorkpeh's Town, other names as is seen by the various Memorandums presented into evidence and which were not rebutted by the Plaintiffs.

However, the issue as to the identification of the two different alleged estates being administered could have only been intelligibly deciphered by a Board of Arbitration. The Presiding Judge himself stated in his ruling, and I quote,

" During the hearing of the law issues in this case, we asked the two counsels if they would be willing to apply for arbitration for the court to be able to determine whether the properties involved is one property or two separate and distinct properties because we felt this issue was germane to the determination of the case, and the two counsels expressed their willingness to do so "

But when the case came on for trial, none of them requested arbitration, and so we had to rely only on the evidence produced at the trial, as court can not do for parties what they ought to do for themselves " (July 17, 2006, page 5) .

This Court has consistently held, where evidence of title in an ejectment action is insufficient to support a finding, the court will order the case remanded for an accurate survey by a Board of Arbitrator. 24LLR 306 AiDoo VS Jackson, Text at page 312-13 (1975)

This Court is taken aback, by judges who insist on awarding properties to parties without reference to a Board of Arbitration where the parties or a party content that the two properties are distinct and different. This Court says further that it is even more baffled that lawyers for the sake of speedy, just and adequate representation would not pick up the opportunity to request court for Arbitration where said Arbitration would clearly award a property and in which case the court would only be left with determining the right to title. Lawyers and judges should do everything to ensure that proceedings in the courts below are guarded by opinions hoary with age: and thereby, spare this Court the much needed time to deal with cases more contemporarily.

In dealing with the Appellants' claim that the land of their estate is separate and distinct from that of Appellee's grantor, and Appellee insistence that it is the same estate, this Court says the court below could not have made a final determination of the case without a Board of Arbitrators.

Dealing with the second issue, this Court says that under our law, persons interested in a descendant's estate may pray for and be granted Letters of Administration by the Probate Court. 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. To nullify the authority to whom Letters have being granted, interested

party should file with the Probate Court a petition for suspension or revocation of letters granted.

And where such petition has not been made and acted upon by the Court suspending or revoking such Letters, the Letters of Administration remains valid with all authority appertaining thereto. Even where application has being made to the court for revocation of letters of administration and granted, the suspension of revocation does not affect the validity of any act within the powers of the fiduciary done by him before the suspension or revocation of his letters or the service of process, where the other party acted in good faith, or done after the service of process and before entry of the decree where his service of process or where the court in a case prescribed by law, permitted him to do the same, notwithstanding the pendency of the special proceeding against him and he is not liable for such an act done by him in good faith. Decedents Estates Law, 2LR title 8 Chpt. 107, Sec. 107.3, 107.14

This case is therefore remanded with instructions to the court below that a Board of Arbitrators be set up to carry out a survey to identify whether or not the estates are two and distinct estates and to be guarded by the Decedent Estates Law enumerated above.

The Clerk of this Court is hereby ordered to send a mandate to the court below informing the judge presiding therein to resume jurisdiction and execute this mandate. Cost disallowed. AND IT IS HEREBY SO ORDERED.

COUNSELLORS THOMPSON N. JARGBA AND THEOPHILUS C. GOULD, SR. OF THOMPSON N. JARGBA & KEMP & ASSOCIATES LEGAL CONSULTANCY CHAMBERS APPEARED FOR THE APPELLANTS/PLAINTIFFS.

COUNSELLORS DAVID B. GIBSON, Jr. & M. 'WILKINS WRIGHT' OF THE WRIGHT, JANGABA & ASSOCIATES LAW FIRM APPEARED FOR THE APPELLEE