WATAMAL, represented by any legal Rep/Agents, **Oldman Kinnie, Boima Kinnie** et al APPELLANTS AND The Heirs and Beneficiaries of the Late **James Francis Cooper**, represented by P**. Evelina Cooper** and **Henry Reed Cooper**, et al of the City of Monrovia, Liberia APPELLANTS VERSUS Musa **B. Kieta** of the City of Monrovia, Liberia APPELLEE AND **Musa B. Kieta** et al persons occupying under his Authority the Cooper property, also of the City of Monrovia, Liberia. APPELLEES

LRSC 1

HEARD: October 17, 2012. DECIDED: January 4, 2013

ACTION OF EJECTMENT

MR. JUSTICE BANKS DELIVERED THE OPINION OF THE COURT.

This appeal is from a final judgment entered on December 13, 2008, by the trial judge presiding at the December Term, A. D. 2008, of the Civil Law Court for the Sixth Judicial Circuit, Montserrado County, wherein he confirmed the verdict of the trial jury and adjudged the defendants, WATAMAL and the Heirs of the Late James Francis Cooper, appellants herein, liable to the plaintiff, appellee herein, in what was a series of complex consolidated actions of ejectment instituted on the one hand by the appellee against the appellants and on the other hand by the appellants against the appellee. The subject of the actions of ejectment instituted by both of the contending parties involved claims to a parcel of land located on Randall Street, at the Waterside area, in the City of Monrovia.

Like many of the recent actions of ejectment brought before and disposed of by our circuit courts of competent jurisdiction for the adjudication of claims to ownership, title and/or possession to parcels of land in dispute, the actions brought by the contending parties in these ejectment proceedings, now before us on appeal, challenged the credibility, integrity and genuineness of documents and records being issued by the Center for National Documents and Records and the Ministry of Foreign Affairs, a matter that continues to generate increasing serious concern by this Court of infringement on the rights of protection of property by certain persons with the connivance of certain personnel of the government institutions charged with the statutory responsibility to ensure the integrity, credibility and protection of the public records. Much of the allegations asserted against the two government entities mentioned above have centered on fraud said to have been perpetrated by one of the parties, under a conspiratorial scheme with certain personnel and/or authorities within those institutions, in which they have issued or caused to be issued certain title documents to property and which either defy the public historical

facts of the nation or are riddled with such enormous inconsistencies that they cannot be given legal credence, genuineness or credibility or by such inconsistencies show circumstantial evidence of fraud. This case presents one of such circumstances.

The proceedings we deal with herein have their origin in a complaint filed on 6th day of February, A. D. 2007, by Musa B. Kieta, plaintiff/appellee, in the Civil Law Court for the Sixth Judicial Circuit, Montserrado County, sitting in its March Term, A. D. 2007. In the ejectment action, instituted by plaintiff/appellee Keita against the defendants/appellants, WATAMAL and the Heirs and Beneficiaries of the late James Francis Cooper and others, he asserted that the defendants/appellants had intruded upon property, the title to which had been conveyed to him by his late father. The complainant noted that although he had requested the defendants to vacate his property, they had failed, refused and neglected to vacate same. Hence, he said, he was compelled to institute the action of ejectment to have the trial court oust, eject, and evict the defendants from the said property and to have him placed in possession thereof. We quote the contents of the complaint, as follows:

"Plaintiff in the above-entitled cause of action begs leave of court to complain against the above-named defendants to be identified in manner and form, as follows to wit:

1. Plaintiff says that he is the legitimate and lawful owner of 4.4 lots, or 1.1 acres of land, located on down-town Mechlin Street, Waterside, Monrovia, and on which he has constructed four houses; court is respectfully requested to take cognizance of exhibits one and two, and constituting the deed and mother deed, respectively, for the premises the plaintiff is claiming in the cause of action; 4.4 acres in all.

2. Plaintiff complaining further says that he has been paying his real estate taxes on the premises made mention of in count one above to the Liberian Government from time to time as is better and fully supported by exhibit three in bulk, and the same constituting real estate tax receipts, and to be used for all intent and purposes in this case.

3. Plaintiff further complaining says that without any colour of right or legality, the within named defendants have and are constructing make- shift houses and tents and have refused to stop their make-shift construction, or vacate the plaintiff's premises, despite notice to them to the effect; and all of which the plaintiff gives notice shall be established during the trial of this case. The following defendants have constructed and or are constructing on the plaintiff's premises:

(a) Co-defendants Oldman Kinnie and Boima Kinnie have constructed a small shop and are operating on the plaintiff's 4.4 acres of land and without the plaintiff's will, consent- and permission.

(b) Co-defendants Abdulai Barrie, Edith Barclay and Augustine Jabba have built two shops, currently being used and operated by co defendant Augustine Jabba, on the plaintiff's 1.4 Acres of land without the plaintiff's will, consent or permission.

(c) Co-defendants Jaja Marifin has constructed a building with four rooms which is currently being operated and used by co-defendant Amadu Kenneh without the plaintiff's will, consent and permission.

(d) Co-defendant Harley N'Dorlee has built a make-shift tailor shop which is currently being used and operated by co-defendant Nyumah Kissekro without the will add consent of the plaintiff.

(e) Co-defendant Mono Banfallie has constructed a makeshift building which is currently being used and operated by co-defendant Mama, to be identified, without the prior consent of the plaintiff.

(f) Co-defendant Oldman Malikie Duolleh has without the plaintiff's consent and contrary to notice issued by the plaintiff, constructed a makeshift building with four rooms and one shop and currently being operated by co-defendant Mabendu Sonnie and his Wife, to be identified.

(g) Co-defendants Alex Quoi and Samuel Quoi have constructed a makeshift building with five rooms, and currently being used by them without the consent of the plaintiff.

(h) Co-defendants Hawa Mensah and Son, Kweku Mensah, have without the consent of the plaintiff constructed a building which is currently in use by them. Further these two co-defendants have also constructed two make-shift buildings on the plaintiff's 1.4 acres of land without the will and consent of the plaintiff.

(i) Co-defendant James to be identified has constructed a makeshift building which is currently being used by co-defendant Tamba Dennis, without the will and consent of the plaintiff.

(j) Mohamed Fawas, John Kay, Balla Kabba, Musa Kebe, Mamadee Kouyateh, Mamadee Kromah, Faya, Mohamed Kabba, Abubakarr, Daramie, Louisine Fofannah, are all illegal

occupants of the premises, 4.4 acres of land, who are living on the premises without the will and consent of the plaintiff.

4. Plaintiff begs leave of court to request and demand that each of the defendants pays LD1,500.00 for wrongful withholding fees to the plaintiff; and that they all be evicted and ousted without a day from the plaintiff's 4.4 Acres of land.

5. Plaintiff prays also to court that since this being an ejectment action, that the court authorizes a survey, wherein the defendants or their lessors could nominate and appoint a surveyor; the plaintiff also will appoint one surveyor and the court can appoint the chairman surveyor for the purpose of effecting a general survey on the disputed land under the supervision of court..if this meets the approval of the defendants.

6. Plaintiff also further complaining says that co-defendant, the Jesse R. Cooper Estate, is falsely claiming portion of the plaintiff's 1.4 acres and filing all sorts of unnecessary complaints as shall be fully established during the trial.

7. Plaintiff says further that the 1.4 acres of land bought from the Republic of Liberia by his late father Bangalee Keita, and deeded him by his said late father, has always been a part and parcel of the Keita's Estate and never any of the defendants". This fact shall be established during the trial.

WHEREFORE and in view of the foregoing above circumstances, plaintiff files this action against the within named defendants that they be ruled liable and made to pay L$1,500 each as wrongful withholding fees; and that they be evicted, ousted from the plaintiff's 4.4 acres of land; and that the defendants be ruled to pay costs and expenses of these proceedings; and that plaintiff be granted all other rights deemed fit under law; and submit.

In support of his claim of title to and ownership of the parcel of land referenced in the complaint, the plaintiff/appellee attached to the complaint a number of documents, including a certified copies of three deeds, the first being a Government Grant Deed, purporting to be from the Republic of Liberia, to Sekou Keita, bearing date September 6, 1909; the second being a purported Warranty Deed from Sekou Keita to Bangalee Keita; and the third being a Warranty Deed from Bangalee Keita to Musa B. Keita. In addition to the three deeds, the plaintiff/appellee also attached to the complaint an Official Gazette which is alleged to have been issued by the Government of Liberia on the death of Sekou Keita. We shall quote all of the foregoing instruments as they bear on the analysis

and the rationale which this Court shall advance for the position adopted by it in this matter. The certified copy of the Government Grant Deed reads as follows:

"(REPUBLIC OF LIBERIA)
(PUBLIC LAND SALE DEED)
KNOW ALL MEN BY THESE PRESENTS THAT I, J. R. D. PARMORE, Commissioner of Public Lands for the County of Montserrado in the Republic of Liberia having in conformity to an Act entitled "An Act Regulating the Sale of Public Lands", approved January 5th 1850, exposed to sale by public auction a certain piece of land was purchased by Sekou Keita having paid into the Treasury of the Republic of Liberia the sum of One Hundred Thirty-Two (132.00) Dollars, being the whole amount of the purchase money as per certificate of the Land Commissioner. Therefore, I Arthur Barclay, President of the Republic of Liberia, for and in consideration of the sum paid as aforesaid (the receipt whereof is hereby acknowledged) have given, granted, sold and conformed and by these presents do give, grant, bargain, sell and convey unto the said Sekou Keita, his Heirs, Executors, Administrators and assigns forever all that lot or parcel of land situated, lying and being in the City of Monrovia, in Montserrado County, and bearing in the authentic Record of said County of Montserrado the number C,D,E, and F (Portion of),and bounded and described as follows: Commencing at the North West Angle form by Randall Street and the Kru Town Road at the Water Front, thence running North 54 degree West 242.0 Feet Parallel with the Kru Town Road; thence running North 36 degree East, 198.0 Feet; West, 198.0 Feet Parallel with Randall Street to Point of commencement and containing one and one tenth (1/10} Acres of Land and no more. To have and to hold the above granted premises and appurtenance thereto belonging to the said Sekou Keita, his Heirs, Executors, Administrators and assigns. And I the said Arthur Barclay, President of Liberia, for myself and successors in office, do covenant to and with the said Sekou Keita, by virtue of my office and authority given me by the Act above mentioned, had good right and lawful authority to convey the aforesaid premises in fee simple, and I the said Arthur Barclay, President of Liberia, and my successors in office, will forever warrant and defend the said Sekou Keita, his Heirs, Executors, Administrators, Assigns against any person or persons claiming any part of the above granted premises.

IN WITNESS WHEREOF I THE SAID ARTHUR BARCLAY, PRESIDENT OF LIBERIA HAVE HEREUNTO SET MY HANDS AND CAUSE THE SEAL OF THE REPUBLIC TO BE FIXED THIS 6th DAY OF SEPTEMBER, A.D. 1909 AND OF THE REPUBLIC THE SIXTH THIRD (63RD).

Signed: Arthur Barclay
PRESIDENT

The second instrument exhibited by the plaintiff and attached to the complaint, being a certified copy said to have been issued by the Ministry of Foreign Affairs of Liberia, states on its face that it is a Warranty Deed, although the caption in the body states "Transfer Deed". The instrument, executed by Sekou Keita in favour of Bangalee Keita and bearing date February 6, 1938, reads as follows:

"KNOW ALL ME BY THESE PRESENTS THAT I Sekou Keita of Monrovia in the County of Montserrado and Republic of Liberia for and in consideration of the sum of One ($1.00) Dollar paid to me by Bangalee Keita of the City of Monrovia in the County of Montserrado and Republic of Liberia (The receipt whereof is hereby acknowledge) do hereby give, grant, bargain, sell, and convey unto the said Bangalee Keita his heirs and assigns a certain lot or parcel of Land with the building(s) thereon and all privileges and appurtenances to the same belonging situated in the City of Monrovia County of Montserrado and Republic of Liberia and bearing in the Authentic Records of said County the number C. D. E. & F. (PORTION OF) and bounded and described as follows: Commencing at the Northwestern corner of the Kru Town Road and Randall Street at Waterside, thence running North 54 degree west 242 feet parallel with the Kru Town road to a point; thence running North 36 degree East 198 feet to a point, thence running south 54 degree East 242 feet to a point; thence running 36 degree West 198 feet parallel with Randall Street to the place of commencement and containing four point four (4.4) Lots or 1.1 Acres of Land and no more. To have and to hold the above granted his use and behold forever. And I the said Sekou Keita for me and my heirs, executors, Administrators and assigns do covenant with the said Bangalee Keita his heirs and assigns that at and until the unsealing of these presents I was lawfully seized in fee simple that I have good right to sell and convey unto the said Bangalee Keita his heirs and assigns forever, and I and my heirs, Executors Administrators and assigns shall warrant and defend the same to the said Bangalee Keita his heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF I SEKOU KEITA HAVE HEREUNTO SET MY HAND AND SEAL THIS 6TH DAY OF FEBRUARY A. D.1936

Signed: Sekou Keita

IN THE PRESENCE OF:
MADAM MIATA KEITA- WIFE
MADAM MA-TENNEH- WIFE"

The third document attached to the complaint, being also a Warranty Deed wherein Bangalee Keita conveys property to Musa B. Keita, February 6, 1963, reads as follows:

"TRANSFER DEED

KNOW ALL MEN BY THESE PRESENTS THAT I, Bangalee Keita, of Monrovia, in the County of Montserrado and Republic of Liberia, for and in consideration of the sum of One ($1.00) Dollar paid to me by Musa B. Keita of the City of Monrovia, in the County of Montserrado and Republic of Liberia (The receipt whereof is hereby acknowledged), do hereby give, grant, bargain, sell, and convey unto the said Musa B. Keita, his heirs and assigns, a certain lot or parcel of land with the buildings) thereon and all privileges and appurtenances to the same, belonging situated in the City of Monrovia, County of Montserrado and Republic of Liberia, and bearing the authentic records of said County the number C. D. E. & F. (PORTION OF) land, bounded and described as follows: Commencing at the Northwestern corner of the Old Kru Town Road and Randall Street at Waterside; thence running North 54°, West 242 feet parallel with the Old Kru Town Road to a point; thence running North 63" East 198 feet to a point; hence running South 54° East 242 feet to a points; thence running 36° West 198 feet parallel with Randall Street to the place of commencement, and containing four point four (4.4) lots or 1.1 acres of land and no more. To have and to hold the above granted premises to the said Musa B. Keita, his heirs and assigns and to his use and behalf forever. And

I, the said Bangalee Keita, for me and my heirs, executors, administrators and assigns, do covenant that the said Musa B. Keita, his heirs and assigns, that at and until the ensealng of these presents I was lawfully seized in fee simple of the aforesaid granted premises that they are free from encumbrance, that I have good right to sell and convey unto the said Musa S. Keita, his heirs and assigns, forever; and I and my heirs, executors, administrators and assigns, shall warrant and defend the same to the said Musa D. Keita, his heirs and assigns, forever, against the lawful claims and demands of all persons."

The fourth instrument attached to the complaint is said to be an Official Gazette, purportedly issued by the Government of Liberia, and bearing the day and date Thursday, June 15, 1956. The Gazette reads as follows:

"EXTRAORDINARY

The Government of Liberia announces with deep regrets the death in his eighty-six year of retired Master-Sergeant Sekou Keita.

The late Master-Sergeant Keita was born in the Town of Barkedu, Western Province, Mandingo Chiefdom, Voinjama District, May 15, 1870, unto the union of the late Barkarlee Keita (commonly called Coufalay Weillen) and Madam Meimah Jabateh.

Master-Sergeant Keita was very loved by his parents who gave him rigid tribal training in order for him to succeed his father who was then a famous tribal warrior in his region. Unfortunately, his father died when Keita was twelve years of age. He was then given to his uncle, Lasannah Keita, who also died when he reached the age of twenty-four. He later got married to Madam Miatta Kamala and moved to his wife home (Sarkonnehdu) in the same region. At the age of twenty-six he was brought down Monrovia from Sarkonnehdu as a labourer and enlisted in the Liberian Frontier Force on August 18, 1896, during the administration of President Joseph J. Cheeseman. After serving for ten (10) years, he rose through the ranks and files until he reached the rank of Master-Sergeant. He took active part in the uprising in Cape Palmas, Gizzie Chiefdom, Gola Chiefdom, Putu Chiefdom and the Kru Coast.

The late Master-Sergeant Keita assisted in the building of the Military Barrack at Gbarnga District, Central Province. He was honorably retired from active service on April 30, 1928. As a Mandingo, he was a devoted Muslim. He is survived by his four wives, eleven children, thirty grandchildren, twelve great-grandchildren and a host of many relatives and friends, including lman Alhaji Sekou #2 and his former commander, retired Lieutenant Jallabah Yarmah.

Funeral services over his remains according to Muslim rite will be held on Friday June 16, 1956, at his Hometown, Barkedu, Voinjama District, Western Province, at the hour of two (2) o'clock post meridian.

As a mark of last respect to the late retired Master-Sergeant Sekou Keita, it is hereby ordered and directed that due to the bad road condition to his hometown, that on the day of interment, the flag of the Republic shall be flown at half-staff from all public buildings in the City of Monrovia from eight o'clock ante meridian to six o'clock post meridian.

BY ORDER OF THE PRESIDENT
GABRIEL L. DENNIS
SECRETARY OF STATE

Department of State

Monrovia, Liberia
June 16, 1956

In response to the summons and complaint, the defendants, appellants herein, filed two separate answers. We shall recite verbatim both answers filed by the defendants. The

first set of defendants, the Estate and Heirs of James Cooper and others, exclusive of Watamal, filed the following answer:

"NOW COME the heirs of the late James Francis Cooper, Jesse Cooper, in Augustus W, Cooper, Edward Cooper, and Boima Kennie et al., all co- defendants the above entitled cause of action, deny the legal and factual sufficiency of plaintiff's complaint as follow; to wit:

1.THAT, as to count one(1) of plaintiff's complaint, co-defendants deny that plaintiff is the owner of 4,4 lots or 1.1acres of land located on Down Town, Mechlin Street, Waterside, Monrovia and say that they are heirs and tenants of the family of the late James Francis cooper of Monrovia, Liberia. Co-Defendants further say that the land in question is part of the Cooper Estate which extend from Front Street down to the Water Front alias Waterside and formerly known as Cooper's Wharf and that the Cooper Family have beep in open, notorious and peaceful possession of the said property including the adjoining property extending from Front Street for an uninterrupted period of about 75 years. Co-defendants further submit that in 1916, the late James Francis Cooper acquired from the Republic of Liberia a deed signed by President Daniel E. Howard, covering lots D,E,F,C V,& L (said lots have since been renumbered which extend from Old Kru Town Road, that is, off Randall Street between Old Kru Town Road and the Mesurado River to form part of Cooper's Estate. Attached hereto is a certified copy of the deed referred to above from the Archives, under certification of the Under Secretary of State issued in 1969 as exhibit D/1. Co-defendants further say that the late James Francis Cooper died in 1949 in the City of Monrovia and in his "WILL" which was duly registered and probated created a testamentary trust relative to certain agreements of lease entered into between himself and CFAO on the one hand and the Cavalla River Company on the other hand with reference to certain properties situated on Water Street up to the Mesurado River.

THAT in keeping with said testamentary trust and the 'WILL', the heirs of the late Jesse R. Cooper, Augustus W. Cooper, Edward Cooper, all sons of the late James Francis Cooper, currently residing in the United States of America, are owners of said property which is now in question. Attached hereto is exhibit D/2, copy of the "WILL" of the late James Francis Cooper. Also, further to count 1 of plaintiff's complaint, specifically with respect to plaintiff request and notice to produce its exhibit 2, i.e. his mother deed, co-defendants say said request should be denied because it is contrary to the rules of pleading and that said notice denies co-defendants of the opportunity and privilege to adequately respond to the complaint.

2. Further to count 1 above and count 1 of plaintiff's complaint, co- defendants say that in accordance with the provisions of the Registered Land Law, chapter 8 of the Property Law, as amended and approved May 20, 1974 and published July 4, 1974, and in keeping with the adjudication records made pursuant to the said provision of the Registered Land Law, the Cooper Family are the bona fide owners of the land in question as is evidenced by the authentic land Registration map approved by the Ministry of Lands, Mines and Energy showing blocks B-74 & B-64 between Randall Street & Mechlin Street on the Waterside hereto attached and marked exhibit D/3 to form an integral part hereof. Co-defendants further submit that consistent with the adjudication procedures as laid down in the Registered Land Law with respect to the adjudication of the particular area in question which has already been adjudicated under the said law as is evidenced by its adjudication records, including the registered map hereto attached as exhibit D/3, absolute title in the area now claim by plaintiff is vested in the Cooper Family. As further evidence of the Cooper Family legal as well as open, notorious and peaceful possession of said property for an uninterrupted period over of 75 years prior to the institution of these proceedings, the Cooper Family entered into several lease agreements with various companies including Watamal, CATCO, CFAO, etc. all of whom are operating and owned Warehouses, stores, offices, etc. within the area in question for many, many years and some as far back as 1916. Attached hereto bulk as exhibit D/4 are copies of some of the leases between members of the Cooper Family and businesses within the said area.

Also, co-defendants request your Honor to take judicial notice of the case Augustus W. Cooper et-a/ versus C.F.A.O., as found in 20 LLR page 584, and also the records of the Six Judicial Circuit Court for Montserrado County which led to the Supreme Court Opinion cited supra, wherein ownership and title to said property is fully documented in favor of the Cooper Estate. Moreover, co-defendants say that the late James Francis Cooper died in 1949 and his "WILL" was duly probated and registered and administered under the administration of the Probate Court for Montserrado County for many years without any objections or claims from any person or persons, including plaintiff, with respect to the particular property now being claimed by plaintiff. Co-defendants also give notice that during trial they a will provide additional evidence from the probate court as well as witnesses to establish the ownership to said property.

3. Also as to count one of the plaintiff's complaint, co-defendants say said count one should be denied and the entire complaint dismissed because plaintiff is barred under the Registered Land Law to institute any action or proceeding to set aside the final registration order and/or disturbed records or entries in the Land Register properly indexed against the names of owners of land adjudicated as was done in the instant case with the property now being claimed by the plaintiff.

4.As to count 2 of plaintiff's complaint, co-defendants say that they are without knowledge and information sufficient as to the truth of the allegation contained in said count 2. Co-defendants say that the mere payment of taxes does not vest title in deal property in the person who pays the taxes. Co-defendants, tenants and Lessees have also paid taxes on the property.

5.Co-defendants deny count 3 of plaintiff's complaint and say that same is false and misleading and that those occupying the property in question, which is owned by the Cooper Family, are lessees, tenants and some friends of the Cooper Family, who generally have the permission of the Cooper Family to occupy the said land and who from time to time have paid rents and/or token consideration to members of the Cooper Family in respect to their defendant lease and/or of their occupation. Co- defendants say that one of such persons occupying the said property and who has been permitted to construct on the said property and has paid token consideration to the Cooper Family is the complainant, Musa Kieta as well as his brother Mamadee Kieta. Co-defendants attached hereto copies of receipt marked in bulk as exhibit D/5 for the period 19 4 - 1996 issued by C. Reeves for and on behalf of the Cooper Family to occupants of the property including plaintiff, Musa Kieta and his brother, Mamade Kieta. Further, co-defendants say that they have never received any notice whatsoever from the plaintiff regarding his claim of ownership to the property and as far as they know, plaintiff is one of the occupants of the property of the Cooper Family who has porn time to time paid token consideration to the Cooper Family for his occupation of the land.

6. Co-defendants say that as to count four (4) of the plaintiff's complaint, same should be denied and the entire complaint dismissed in that said clan is legally baseless and unmeritorious because plaintiff lacks title to said property which would enable him to lake any claim whatsoever. Moreover, co-defendants say that said count 4 and the entire complaint should be dismissed in that plaintiff is indefinite and uncertain as to the number of lots or acres plaintiff claims to own. He claims on the one hand that he owns 1.1acres of land and on the other hand 4.4 acres. For such inconsistence, co-defendants request Your Honor to dismiss plaintiff's entire complaint and rule the cost of these proceedings against him.

7.THAT, as to count 5 of plaintiff's complaint, co-defendants object to the appointment of surveyors and/or the resurveying of the land in question, for to do so would be inconsistent and contrary to the provisions of the Registered Land Law as quoted supra. Further, co- defendants therefore affirmed and confirmed counts 2 & 3 of this answer

and say further that count 5 should be denied and the entire complaint should be dismissed.

8. THAT, as to count 6 of plaintiff's complaint, co-defendants says same should be denied and content that Jesse Cooper Estate is part of the general Cooper Estate, who have openly, notoriously, peacefully and uninterruptedly occupied the said property for over 75 years. Moreover, co-defendants say that the plaintiff, Musa Kieta is estopped from denying that the Cooper Family are the legal owners of the land in question, because the plaintiff has over the years acknowledged the Cooper Family as the legal owners through his own interaction with members of the Cooper Family, i.e. payment of token consideration for use of the land over the trial they shall produce additional evidence to substantiate the averments contained herein.

9. THAT, as to count 7, co-defendants deny the allegation contained therein and contend that the Cooper Family are the owners of the property claim by the plaintiff and say further that at no time has there existed any Kieta Estate and/or and own by any Kieta within said demarcation area as can be fully seen by the Registration map proferted as exhibits D/3 hereto. Co-defendants further say that if any deed was obtained by the plaintiff's father as alleged, said deed had to have been obtained irregularly and improperly since indeed the property all along have been a part of the Cooper Estate for over 75 years and that said ownership was confirmed and affirmed during the demarcation of the area under the Registered Land Law without any objection or claim since its adjudication.

10. Further to count 9 above, co-defendants say that in the late 1960 and the early 1970s a Guinean lady begged the late Augustus A. Cooper to permit her and her son, the plaintiff, to sell Kola Nuts along the Old Kru Town Road which is part of the Cooper Estate. Co-defendants further say that the lady has since died, leaving plaintiff to continue the Kola business. Subsequently, in 1993, plaintiff begged the Cooper Family to renovate certain old warehouses which were in the premises and converted same to stores and rented then out for United States Dollars virtually paying nothing to the Cooper Family as was initially agreed upon; thus depriving the Cooper Family of (L$500,000.00) as rent due from the premises and co-defendants now interpose as counter claim and give notice that during the trial they shall produce evidence to substantiate said claim.

11. Co-defendants say that this action by plaintiff and his conspirator is politically motivated, calculated to deny the ongoing peace process, sabotage reconciliation efforts of the Liberia Government, and spark ethnic conflict in the entire Waterside area particularly the place in question which is a melting pot of most tribes in Monrovia.

Co- defendants say that any attempt by plaintiff to remove market stall, cook shop, tailor shop will spark ethnic riot and fighting Moreover, plaintiff is a foreign national and cannot own real property in Liberia.

12. THAT, as to the entire complaint, co-defendants say :h that said complaint should be dismissed in its entirety firstly because the entire complaint is indefinite, uncertain and inconsistent as to the quantity of land that is being claimed by the plaintiff : whether it had 4.1 acres as averred in count 1of the complaint or 4.4 lots, also as averred in counts 1,
3, 4, 6, & 7 of the complaint; secondly because plaintiff is barred both under the Registered Land Law and the statute of limitation from instituting any action or proceedings which would set aside any registered land in keeping with Registered Land Law and/or for failure to commence such action within the time of limited therefore.

13. Co-defendants deny a11 and singular the allegations contained in plaintiff's complaint which was not specifically traversed herein. WHEREFORE and in view of the foregoing, co-defendants pray that plaintiff's complaint be dismissed, cost ruled against plaintiff and co- defendants be granted such other relief Your Honor deemed just, legal and equitable."

As was done by the plaintiff, in attaching deeds and other instruments to substantiate his claim to ownership to the subject property in litigation, co- defendants, Cooper Estate, heirs and others, attached to their answer a number of documents to support their claim to ownership of the land, including a Deed of Exchange from the Republic of Liberia to James F. Cooper, which reads as follows:
"KNOW ALL MEN BY THE PRESENTS that I, Daniel E. Howard, President of the Republic of Liberia, in consideration of the exchange of certain property In the Settlement of White Plains has been transferred to the Republic of Liberia by the Heirs of Alonso Seward and Augusta

Washington, the said property being that portion of land on which the Bungalow erected by the Liberian Development Company Chartered and Limited at Plains is situated (the receipt of which consideration is hereby acknowledged) by the Republic of Liberia, do convey, give, grant, bargain and convey unto the said James F. Cooper, his heirs and assigns, certain parcels of land, with the buildings thereon and all the privileges and appurtenances to the same belonging, situated in the City of Monrovia, in Montserrado County, and bearing in the authentic records of said City the letters "D", "E", "F", "G", "Y" and *"Z",* and bounded and described as follows: Commencing North West Angle of the abutting lot lettered "L" on first range owned by the heirs of the Late

Watson and running South 52° East 2 chains and 50 links thence North 38 East 3 chains, thence North li chains, thence South 38 West 6 chains, to the place of commencement and contains One and one third acres of land and no more.

To have and to hold the above granted premises together and singular the buildings, improvements, and appurtenances thereof and thereto be- longing to the said James F. Cooper, his heirs, executors, administrators, and assigns forever. And I, the said Daniel E. Howard, President as aforesaid, for myself and my successors in Office do covenant to and with the said James F. Cooper, his heirs executors administrators and assigns that at and until the unsealing I the said Daniel E. Howard, President aforesaid by virtue of my Office and authority given me right and lawful authority to convey the aforesaid premises in fee simple. And I the said Daniel E. Howard, President as aforesaid, and my successors in Office will forever warrant and defend the said James F. Cooper, his heirs, executors, administrators and assigns, against any person or persons claiming ate. part of the above- n a m e d premises.

In Witness Whereof I the said Daniel E. Howard have hereunto set my hand and caused the Seal of this Republic to be affixed this lath daffy of December in the year of our Lord Nineteen Hundred and Sixteen, A. D. 1916, and of the Republic the 69th.

D.E. Howard,
PRESIDENT

James Bull,
Registrar for Mo. Co.

ENDORSMENT
Deed of Exchange from the Republic of Liberia to James F. Cooper. Let this be registered. (Sgd.) R. Johnson Clarke Judge of the Monthly and Probate Ct. Mo. Co. Probated this 4th day of December A. D. 1916. (Sgd. Fred A. Dyson, clerk of said Ct. Mo. Co., Vol. 35 page, 161.

The other co-defendant, Watamal, filed, on February 17, 1997, a separate answer, in which it averred the following:

"1. Defendant alleges that it is without knowledge or information sufficient to form a belief as to the truth of allegations contained in paragraph 1 of the complaint.

2. Defendant alleges in answer to allegations contained in paragraph 2 of the complaint that defendant is a lessee occupying property at Randall Street, Waterside, Monrovia, and that while defendant is without knowledge or information sufficient to form a belief as to the truth of allegations contained in paragraph 2 of the complaint. Defendant says with certainty that the owner of the property from whom it obtained its leasehold rights has always regularly paid taxes on said property, as can be seen more fully from copies of revenue receipt attached hereto in bulk, marked Exhibit "A". Defendant says that it is now in the process of paying property taxes on said property for the current year.

3. With respect to paragraph 3 of the complaint, defendant denies all the allegations contained in said paragraph 3. Defendant says that the property on the River Side of Old Kru Town Road that it occupies is held legally by defendant under lease agreement dated 26 March 1980 between Frances Cooper, daughter of the Late James F. Cooper, owner and lessor, and defendant Watamal (Liberia) Inc., and under another lease agreement, dated 15th December 1989, between the same parties, and for the same property, both for periods not yet expired, as can be seen more fully from copies of the two Leases attached hereto and marked respectively exhibits "B" and "C". Defendant also submits to court copy of certified copy of a deed issued 1916 by President of Liberia, Daniel E. Howard, to the Late James F. Cooper, the same having been certified by the Acting Secretary of State in October 1969, from the official land records for Montserrado County, filed in the Archives, covering the Cooper family property on the Waterside at Old Kru Town Road, Monrovia, marked exhibit "D'".

4. Further to paragraph 3 of the complaint, defendant believes that plaintiff who says that he has owned the property In question since before February 1963, according to plaintiff's deed proferted, must have knowledge that all of that area of land that he is now claiming has been owned by the Cooper Family for many years, yet in all of the years that defendant Watamal has been operating in that area of the City, a period almost everyone who has anything, to do with the property between Old Krutown Road and the Mesurado River, defendant has never before received any notification from plaintiff, either verbally or in writing, that defendant is or was operating on plaintiff's land. Plaintiff has even failed to name as co-defendants the Estate, or heirs of the Late James F. Cooper, or heirs of the late James Cooper, or Frances Cooper, defendant's landlord, which failure makes the complaint fit for dismissal under our law.

5. Defendant prays that Your Honor will deny the requests of plaintiff as stated in paragraph 4 of the complaint since defendant is neither wrongfully withholding plaintiff's

property nor illegally occupying any property at Waterside ,as has been stated aria shown hereinabove.

6. Defendant also requests Your Honor to deny the request of plaintiff contained in paragraph 5 of the complaint to appoint surveyors, since defendant informs court that the areaofMonrovia occupied by defendant on lease from the Coopers has long ago been the subject of adjudication under the Liberian Registered Land Law, vol. 1974, provisions of which Act of Legislature provides (in Section 8.121 et. sequence thereof), that the registration of a person as the registered owner of a parcel of land shall vest in that person the absolute ownership of that parcel of land free from all claims, etc., whatsoever, with exceptions only for leases, taxes, utility rates, and things in that nature. In this connection, defendant attaches hereto as part of this answer copy of the Land Registration Map for Randall Street, Waterside, marked Exhibit "E", which shows the Coopers as the registered owners and no one by the name of Keita in respect to that area. Moreover, ownership of the land in question is not disputed or the lad is not a disputed land as alleged by plaintiff in paragraph 5 of the complaint since it is clear who owns the Land that defendant is leasing and to the best of defendant's knowledge, not one day before this complaint has plaintiff ever asserted to defendant his any claim to the land in question. For information of court, defendant in the 70's occupied the premises in question under lease from the Late Augustus W. Cooper, son of the Late James F. Cooper, who was living in a house in that area of the City and defendant never heard about any Keita estate.

7. Defendant says that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the complaint.

8. With respect to the allegations contained in paragraph 7 of them complaint, defendant denies all of said allegations especially since defendant has been dealing with the Cooper Family in respect to land in that area of Monrovia for many years and has never heard of plaintiff or his late father or for that matter, that either of them had or has any Estate in that area of Monrovia, defendant denies all allegations contained in the complaint which have not been specifically traversed in this answer.

WHEREFORE, and in view of the above, defendant prays that Your Honor will dismiss the complaint and rule costs against the plaintiff."

The plaintiff, appellee herein, responding to the two answers filed by the defendants, also filed two separate replies. The reply filed in response to the answer filed by the Cooper Estate and heirs read as follows:

"1. That regarding count 1 of the defendants' answer, plaintiff confirms and reaffirms that he is the owner in fee simple of 4.4 lots or 1.1acres of land, as fully described in count 1 of his complaint and better fully explained by exhibit 1attached to the complaint.

2. That further to count 1above,that the plaintiff denies that his 4.4 lots or 1.1acres is a part and parcel of the James Francis Cooper Estate; and besides denies also that the Cooper Family have been in open, notorious and peaceful possession of the same for 75 years; this is incorrect and a fact needed to be established. Plaintiff gives notice that during the trial that he will establish that the Cooper Family have always attempted to forcibly and unlawfully take away his 1.1acres or 4.4 lots of land without any legal justification whatsoever.

3. Also that further to count one, plaintiff denies that the late James Francis Cooper ever bought by any exchange from the Republic of Liberia, 1 1/2 Acres of land, in favor of the said James Cooper and Heirs.

4. Plaintiff challenges that the defendants' exhibit D/1is not a public land sale deed, as there was no purchase and deeding out of any deed; rather, D/1is based upon an exchange of land in the name of a stranger, as far as the James F. Cooper and heirs are concerned; meaning: What is the relation between the James F.Cooper and heirs, on the one hand, to Heirs of Alonzo Seward & Augusta Washington named on D/1; for such legal blunder, D/1 should be rejected and not admitted into evidence. What was exchanged? What was the value of what was exchanged with the Republic of Liberia? Where in White Plains was the structure exchanged, built? Accordingly, plaintiff challenges that D/1is a bogus deed, and the Republic of Liberia which owns all the land cannot exchange land, viz, that is it cannot give land in exchange for land; this practice is not heard of.

(a) Plaintiff further replying to count one of the answer challenges D/1as not being a legal entity, it not having been ordered by a court of competent jurisdiction must in to first place as a factual issue,to confirm the loss of the original of D/1, and subsequently order its replacement; same constitutes a judicial action, not an executive action. For such legal blunder,D/1must be rejected and not admitted, it having been obtained contrary to law, practice, and procedure; as what is not legally done is not done at all, as is the instant case. (b) D/1 metes and bounds do not constitute 1 1/2 acres of land, especially measuring the quantity of land it is alleged to cover. Plaintiff prays for a public survey in consequence of his challenge to D/1. (c) Plaintiff contends finally that never had there been a deed from the Republic of Liberia to James F. Cooper and Family

calling for 1Y. acres of land, as is alleged in the answer; and accordingly, a true and correct copy cannot obtain; (d) That the official signatures appearing on D/1 are not Judicial Officials to determine title or ownership, but Executive Officials.

5. That finally to count 1 of the answer, plaintiff contends and reply that when he gave his notice to produce his mother deeds, that the same was in accordance with law and procedure extant; besides, that the said notice, together with the insertion of the plaintiff's mother deed metes and bounds did not legally deny the defendants an opportunity to respond; the notice was sufficient in law and procedure.

6. Plaintiff replying to count 2 replies as follows to wit: (a) That Exhibit D/3 is not a title and does not have the attributes of a title document, and cannot be accepted by this Honorable Court; viz: there is no evidence of probation and registration ,as is always together with the deed (at back of deed) probated and subsequently registered at the probate court; this sketch is rather not probated and registered. For such legal blunder, Exhibit D/3 should be rejected as a title document, and together with count 2, dismissed. (b) Further, Exhibit D/3 was not ordered and neither has it been confirmed or affirmed by any court of competent jurisdiction in the Republic of Liberia, and hence a legal nullity for judicial purpose. (c) Action of ejectment, between two principal contending parties are not decided by exhibits of past lessees; they are decided by the production of authentic deeds produced by the parties. Accordingly, count two of the answer should be dismissed, together with the entire answer.

7. Further to Count 2 above and relative to the case cited at 20 LLR Page 584, plaintiff contends that this is a very wrong citation intended to mislead this Honorable Court; the case is cited at 20 LLR, Page 397, and is between the Cooper Family as lessors, and a bunch of Lebanese businesses as lessees, and does not in any manner or form relate to ownership, as Lebanese do not own land in Liberia; the current ejectment action relates and revolves around ownership.

8. Plaintiff replies count 3 of the answer by adoption by reference to count 6 of this reply in full. Further, title confirmation constitutes a judicial action and not an administrative action, as the defendants think and comprehend, and expect that this court will accept.

9. That regarding count 4 of the defendants' answer, plaintiff replies that it reconfirms and reaffirms count 2 of the complaint. Besides, plaintiff contends that strangers to land do not pay real estate taxes; land-holders pay taxes.

10. That regarding counts 5 of the answer, plaintiff replies as follows: (a) that plaintiff confirms count 3 of the complaint that the defendants are unlawful tenants. (b) Plaintiff denies that he or any of his brothers have ever paid rentals to the Cooper Family for occupancy of any portion of their own 1.1 acres or 4.4 lots fully described in the plaintiff's complaint. Plaintiff informs court that he has always operated upon his own land.

11. That regarding count 6 of the answer, plaintiff reconfirms count 4 of the complaint as the legitimate owner of the 1.1 acres or 4.4 lots, described in the complaint; and that the 4.4 acres as inserted was an error and hence the literal interpretation of Exhibit 1, attached to the com- plaint, must be adhered to and which reads 1.1acres of land or 4.41ots.

12. That as to count. 7 of the answer, plaintiff replies that a public survey should he made of the premises to determine if the defendants' grantor, the Estate of J. P. Cooper, indeed has 1 1/2. acres of land between defined boundaries or whether the plaintiff has 1.1 acres of land or 4.4 lots? These are technical matters and that it is better that land experts, technicians [and] surveyors appear end effect a survey, and better inform court and jury. Plaintiff accordingly confirms count 5 of his complaint and leaves it with court's discretion.

13. That regarding counts 8, 9 [and] 10 of the answer, plaintiff denies their legality to operate against him and denies that the premises in question belong to the Cooper Estate. (b) Plaintiff again denies that he or any of his brothers have been renters of the Cooper Family as he and his family have always been landowners and not renters. (c) Plaintiff specifically denies the story contained in count 10 of the answer, to the effect that plaintiff had leased land/warehouse from the Cooper Estate and made United States dollars out of same and is therefore denying the Cooper Family their just reward; rather that the plaintiff had leased and rented his own apartments and buildings out to his customers.

14. That regarding count 11 of the answer, plaintiff replies as follows: (a) That plaintiff is a bona fide Liberian national and is not a foreigner; and besides owner of 1.1 acres or 4.4 lots. Further, plaintiff argues that a court's order can never be publicly motivated, calculated to derail the ongoing peace process. This count of the answer is evilly intended and is reminiscent of much more of what could in itself derail the peace process.

15. That regarding count 12 of the answer, plaintiff informs court that exhibit 1 attached is the determination of what quantity of land that plaintiff owns, 1.1 acres or 4.4 lots; This correction goes for those errors of such nature as made in counts 1, 2, 4 [and] 6. (b) Further, plaintiff contends that it is not barred under the Registered Land Law or statute of limitations, as there is no factual or legal basis for such illegal attack. WHEREFORE AND

IN VIEW OF THE ABOVE, plaintiff begs court to dismiss the answer, rule defendants to a bare denial, and rule the case to trial on its merits, and submits."

The second reply filed by the plaintiff/appellee, in response to the answer filed by co-defendant Watamal, contained only two counts, but it incorporated by reference the reply filed by the plaintiff in response to the answer filed by the Cooper Estate and others. The two-count reply read as follows:

"Plaintiff in the above-entitled cause of action begs leave of court to reply and challenges the defendant's answer, in manner and form, to wit:

1. Plaintiff denies the legal sufficiency of counts 1-9 of Co-defendant Watamal's answer to operate against him for: (a) The action at bar is one of ejectment, which is not established by leases and or leasehold rights, but by deeds; and making the answer non-sensical, inapplicable and nothing more than a legal tautology. (b) Plaintiff contends that co defendant Watamal is defending a leasehold right for one structure built upon plaintiff's land; accordingly, such answer falls short of a complete defense for the residue of plaintiff's 1.1acres or 4.41ots.

2. Plaintiff argues that since co-defendant Watamal has selected to present a defense in support of co-defendant J. F. Cooper's, re its ownership, it then suffices that counts 1-14 of the 1st plaintiff's reply to co-defendants Cooper and Boima Lennie, et al., are hereby adopted by reference, to suffice as reply to co-defendant Watamal's answer; and suffice hereunder. And submit.

WHEREFORE and in view of the above, plaintiff begs leave of this Honorable Court to dismiss the entire answer and rule defendant to a bare denial; and to grant unto plaintiff all other rights deemed fit under law and submits."

Following the resting of pleadings and other instruments exchanged by the parties, the trial court ruled on the law issues, concluding that as the case contained many mixed issues of law and facts as well as other factual issues, same should be submitted for trial by a jury. The trial jury, having listened to the evidence presented by the parties, and the charge of the judge, went to their room of deliberations from whence they returned a verdict in favor of the plaintiff. The defendants/appellants, not being satisfied with the verdict, announced exceptions thereto and, as required by law, thereafter filed a motion for a new trial.

In the motion, the movant alleged the following:

1. That the court failed to charge the empanelled petty jury on a very principle of law involved in this matter and that is, on the principle of adverse possession and the doctrine of the statute of limitations, although these two principles were pleaded and were supported by the evidence adduced during the trial.

2. That the court failed to charge the jury on the issue of fraud, most especially as it relates to the unit measurement of the respondents' deed and the inherited contradiction in the official gazette pleaded by the respondent.

3. That the verdict was not unanimous since according to the movant only eleven of the members of the empanelled petty jury affixed their signatures to the same.

4. That generally, the verdict was not in harmony with the weight of the evidence."

The respondent appeared and resisted this motion, praying for its denial. In support of the prayer, the respondent alleged the following:

"1. That the principle and doctrine of the statute of limitations and adverse possession are not applicable to this matter since the movant while pleading this statute relied upon it title. In the word of the respondent, to rely upon a plea based on the statute of limitations, the same must be affirmatively pleaded but when a party relies upon a title deed for their claim to a property, the said same party cannot rely upon the principle of adverse possession to claim the very same property. The respondent further claim that all along in their pleading and the evidence adduced, it is their position that they have been in possession of this property from the day they purchased the same up and including the day of the illegal encroachment on the said property by the movant and that immediately they instituted Judicial and administrative proceedings against the said movant.

2. That the court sufficiently charged the empanelled petty jury on the issue of fraud and because issue of fraud is a factor issue, it is the empaneled petty [that] must determine the same.

3. That it is a misstatement of the record by the movant that the verdict was not unanimous since all members of the empanelled petty jury appended their signatures thereto.

4. That the verdict was in harmony with the weight of the evidence it will be an abuse of the discretion should the court disturb the said verdict:

The court will now precede to analysis the issues, the light of the controlling statute and principle of law in this jurisdiction."

On December 13, 2008, the trial court ruled on the motion for new trial. In the ruling denying the motion for new trial, the trial court advanced the following legal and factual reasons:

"After the returned by the trial jury of the unanimous verdict of liable against the movants herein, and, in pursuant to and in consonance with Chapter 26, Section 26.4, of the Civil Procedure Code, as revised, this motion was filed praying this court to set aside, the said unanimous verdict as returned by the empaneled petty jury and to award unto the party a new trial. Before this court dwells into the substance of this motion, it is in placed that the court examines the grounds under which such a motion may be granted by the court. Section 26.4 is very clear and unambiguous. Its intent is clearly inherent in the letter. This section provides that a court may set aside a verdict and order a new trial of a claim or separate issue where the verdict is contrary to the weight of the evidence or where the interest of justice requires that the said verdict be set aside. In other words, the court must, in the exercise of its sound discretion, examine the evidence and the verdict and determine whether or not the weight of the evidence is contrary to the verdict or whether the verdict is against the interest of justice.

With respect to the issue of the statute of limitations, the court takes judicial notice of the party/ies claim and the evidence adduced at the trial, the court observes that it is the contention of the movant that they were in occupation of this property long before the plaintiff alleged that he purchased the same. The pleading and the evidence did not state when this occupation of the demised property started. But for argument sake, assuming that the movant herein occupied the said property for the period required by law to fulfill the adverse possession, can the movant rely upon the same to claim ownership of the property in question? This court says that all land or real property originates from the State and therefore all occupants of public land are mere squatters and cannot benefit against the Republic on the principle of adverse possession. The fact that a person occupies public property for a protracted period over and above the time stipulated under the statute of limitations does not confer upon that person the right of ownership of that property, regard- less how notoriously or openly they claim that property at the time of their occupancy of that property. So whether or not the movant herein occupied that property from the inception of this Republic up to and including the time the respondent herein obtained a title, that period of occupancy before respondent obtained title cannot and did not confer upon the movant the right of ownership of the property since during that period the property was public property and adverse possession cannot and should

not operate against the State. Therefore, the court did not see the wisdom to charge the jury on a non-issue. As a matter of fact the court was to direct the jury to find other than the contention of the adverse possession by the movant.

On the issue of the fraud alleged by the party during the trial, this court says that it adequately charged the Jury on the same. More besides, there was no evidence produced by any of the parties based upon which this court could direct the empaneled petty jury to return a verdict in a particular way. On the issue of the unit of measurement, the evidence relied upon was that a surveyor testified to the effect that in deciding whether the unit used in the plaintiff's deed was the unit in existence at the time that deed was executed, he selected deeds for three years back and deed for three years thereafter. In other words, he did not have any information to certain knowledge to the unit measurement during this period and there were no official records to establish the unit of measure in use at that time. He therefore resorted to statistical method in making this determination.

This surveyor was not introduced as a statistician, nor did he explain to the court by what means he proceeded to make the selection of deed backwards and forward. This court therefore could not have directed the jury to return a verdict based upon his testimony. The court believes that it was the office of the empaneled petty jury to weigh his testimony and to attach credibility to the same. The court says that it does not see it as an error when it did not direct the jury to return a verdict based upon the evidence adduced by that witness.

Still on the issue of the deed and its registration, the court notes that the Officer from the Center for National Documents and Records clearly stated that the registration of the deed in 1984 was not fraudulent but the said registration was improperly done. He also testified that indeed the instrument in question was registered in a book that was used in the year 1984. Most of the evidence adduced by the movant attempts to show that the respondent entered upon the property in 1984 when his mother brought him, another issue that must be examined by the empanelled petty jury to make a determination thereof.

On the issue of the verdict not being unanimous, the court takes judicial notice of the said verdict, and the same shows that all of the members of the empanelled petty jury affixed their signatures to the same and therefore the court cannot but conclude that the verdict was unanimous. On the last issue of whether or not [the verdict] was in harmony with the weight of the evidence, this court says that under the principle of our trial procedure, it is the office of the court to determine the sufficiency of the evidence and

it is the office of the panel to determine the weight to be attached to the evidence. For the court to set aside the verdict based on the ground that the said verdict was not in harmony with the weight of the evidence, the court must first find that the evidence was insufficient and therefore it cannot the weight attached to them by the trial jury to return the verdict, the subject of the motion. In the mind of the court, the evidence adduced at the trial was sufficient to support the verdict. The court says that the court of the sufficiency of the evidence in a civil matter is not whether the respondent was established in his case beyond reasonable doubt, however; rather the test is whether by the preponderance of the evidence the respondent established his case. According to the evidence of the respondent herein, they commenced the occupation of this property from 1909 up to and including 1978 when the movant moved on the property by the conduct of the survey. According to the respondent's evidence, in 1968 the respondent leased this property to WATAMAL. Although the lease agreement presented by the movant show that the lease agreement with WATAMAL started sometime in the 1980, however, the site plan of adjudication number 1, bearing court mark DE/5 and carried the date 1974, 1977 introduced by the movant herein show on its face area in which were occupied by WATAMAL. In other words, WATAMAL was located on these property/ies prior to 1980. Additionally, movant's witnesses, in their testimonies on when the respondent entered upon the property, were contradictory and conflicting. Almost all of the witnesses testified that the plaintiff was turned over to them by his mother. The movant's evidence through all of these witnesses attempt to show that the respondent was on this property during the time of William V. S. Tubman, who died in 1971, since according to the witness, the respondent was given to him by the respondent's mother prior to the respondent getting involved in an accidence with the American Embassy and because the said witness was one of the security to President Tubman, he managed to intervene and resolve that problem. Another area so important is the contention of one of movant's witnesses that the respondent without the aid of a surveyor on his own and at night took surveyor's instrument and proceeded to survey the area in dispute and based on that survey produced a deed which [he] relied upon. No effort was made to show that the respondent can read and write before establishing that he has knowledge of survey techniques and procedure.

The court therefore says in giving a general review of the evidence, it sees no reason why the verdict should be disturbed and since the same finds no support in the sufficiency of the weight of the evidence.

WHEREFORE AND IN VIEW OF THE FOREGOING, it is the considered ruling of this court that the motion for new trial be and the same is hereby ordered denied and the verdict is hereby ordered upheld."

The trial court, having denied the appellants motion for new trial, then proceeded to enter final judgment, the contents of which we herewith quote verbatim:

"After having reviewed the pleadings of the parties, and evidence adduced by these trial and giving due consideration to the verdict, as returned by the trial jury to hear this matter, and, after having heard and determined the motion for new trial, as filed by the defendants/plaintiffs and this court determination thereupon denying the same, thereby affirming the verdict, this court hereby adjudge the defendant/plaintiff liable. The clerk of this court is hereby ordered to issue out a writ of possession and have the same placed in the hands of the Sheriff of this court to have the defendants/plaintiffs ousted, evicted and ejected from the subject premises, and the plaintiff/defendant be placed in complete and unrestricted possession of the same. Costs of these proceedings are ruled against the defendants/plaintiffs."

From the foregoing judgment of the trial court, the appellants filed a twenty-two-count bill of exceptions, which we also deem appropriate to quote in its totality:

"And now come appellants/movants/defendants/plaintiffs Cooper in the above entitled cause of action and most respectfully submit this bill of exceptions for Your Honor's approval so as to enable appellants/ defendants/plaintiffs perfect its appeal to the Honorable Supreme Court of Liberia, sitting in its March, A. D. 2009 Term and showeth therefore the following reasons, to wit:

1. That Your Honor erred in this matter by not recognizing the fact that the Coopers' Family acquired this property in the 1800's and that they did business and/or they lived there for over a hundred (100) years now without any molestation whatsoever during this period and made significant development and constructed several buildings on the said property; which were later leased to companies and individuals. Appellants/defendants/plaintiffs submit that contrary to Your Honor's charge to the jury that the first title deed acquired by the Coopers Family was in 1916, the appellants/defendants/plaintiffs say that they submitted the 1901 September 4 Last Will of Henry Cooper, the August 14 1946 Last Will of James Francis Cooper and the 1960 Last Will of Jesse Reed Cooper, which are genuine titles evidencing the Coopers' ownership to the property and which were overlooked or disregarded by Your Honor. Also admitted into evidence was a 1964 deed issued by the President of Liberia to Anna Cooper et al for part of the Coopers' Waterside property, wherein the Court had recognized that the original deed(s) from the 1800's were lost and a replacement Deed for part of the property. Your Honor failed to acknowledge that the Coopers' Family

entered into a lease agreement with CFAO in 1916 of which appellants/defendants/plaintiffs pointed out and drew Your Honor's attention to the case Cooper V. CFAO,24 LLR 554 (1972}. Hence, by virtue of this opinion, the long, continuous, open and notorious exercise of ownership and control by the Cooper Family over the property situated and lying on the Mesurado River between Mechlin Street and Randall Street, from Old Kru Town, to the river commonly called "Cooper Wharf", now called "Happy Corner" was recognized, adjudicated, and the said opinion of the Supreme Court constitute recognition of the occupation of said property by the Cooper Family, for which Your Honor erred in affirming the Verdict of the Jury.

2. That Your Honor's charge to the Jury was erroneous and Your Honor erred when on Sheet four, 59th Day's Jury sitting, Thursday, November 27, 2008, third and fourth sentences, Your Honor stated as follows: "This Court says that it is bind to take judicial notice of historical facts". You will see that Sheets fourteen and fifteen, 46th Day's Jury sitting, Wednesday, November 12, 2008, last and first paragraphs when appellants/ defendants/plaintiffs first Witness testifies as follows: Your Honor, I hold in my hand a Liberian Official Gazette when my grandpa Cooper died. I do not know whether you know my grandfather James F. Cooper was opposed to President Tubman and ran against him. If we wrote the Gazette, it will be more to say. This was written by the people on the other side. It shows that one Henry Reed Cooper came to Monrovia, 1852 from Virginia U. S. A. It showed this Cooper had some children and his children had some children. We Cooper; my grandfather was born July 9, 1880, up St. Paul River, Montserrado County and was a grandchild of Henry Reed Cooper who came in 1852. It goes to show that this James Cooper, he helped the Government by serving two times Secretary of the Interior, I think two times as Secretary of War, now Ministry of Defense". The CFAO Lease Agreement and other pieces evidence also showed that the Coopers had been doing business at Waterside, Monrovia, long before 1916. Appellants/defendants/plaintiffs say these historical facts were never considered by Your Honor in confirming the verdict of the Jury for which appellants/defendants/plaintiffs say your final judgment is reversible.

3. Your Honor erred and committed a reversible error when on sheet three 12th day's Chamber Session, Saturday, December 13, 2008, when Your Honor stated the following, "with respect to the issue of the statute of limitation, the court takes judicial notice of the property/ies claim and the evidence adduced at the trial, the court observes that it is the contention of the movants that they were in occupation of this property long before the plaintiff alleged that he purchased the same. The pleading and the evidence did not state when the occupation of the demised property started". Appellants further say that on sheet two, 43rd day's jury sitting, Tuesday,

November 4, 2008, last paragraph, fourth sentence, appellants first witness, Cllr. Henry Reed Cooper stated that the Coopers Family has been in possession of the said property for over one hundred (100) years. Even the appellants legal argument presented and filed before this Honorable Court stated therein that the Coopers Family entered on the said premises in the 1800's without any molestation whatsoever. Your Honor therefore erred in deciding that the evidence did not state when the Coopers' occupation of the demised property started.

4. Your Honor was erroneous in ruling on sheets three and four 12th day's Chambers Session, Saturday, December 13, 2008, starting from sentence 7, last paragraph: "But for argument's sake, assuming that the movants herein occupied the said property, for the period required by law to fulfill the adverse possession, can the movant rely upon the save to claim ownership of the property in question? This court says that all land or real property originates from the State and therefore all occupants of the public land are mere squatters and cannot benefit against the Republic on the principle of adverse possession. The fact that a person occupied public property for a protracted period over and above the time stipulated under our statute of limitation does not confer upon that person the right of ownership of that property, regardless of how notoriously or openly they claim that property at the time of their occupancy of that property." Your Honor erred because appellants / movants had no case with the Government.

Appellants say that Your Honor ruling is inconsistent with the principles of statute of limitations and adverse possession, in that appellants were recognized by the Republic of Liberia as being the rightful owners of the property by virtue of their occupancy to said property in the 1800's and the level of development including the building of structures, the operating of businesses by the appellants, as well as the leasing of buildings without any molestation and hindrance, said ruling of Your Honor was inconsistent with the intent, spirit and purpose of the Supreme Court Opinion in the case Thorne et al, v. Thompson, 3 LLR 193, syl. 3 (1930), where the Court held: "Title to land by adverse enjoyment owes its origin to and is predicated upon the statute of limitations, and although the State does not profess to take an estate from one man and give it to another, it extinguishes the claim of the former owner and quiets the possession of the actual occupant who proves that he has actually occupied the premises under a color of right peaceably, and quiet as for the period prescribed by law. The statute of limitations thereupon may be properly referred to as a source of title and is really and truly as valid and effectual a title as a grant from the sovereign power of the State."

Your Honor ruling was erroneous, as found on sheet four, 12th Day's Chamber Session, Saturday, December 13, 2008, first paragraph, beginning from Sentence 7, when Your

Honor stated thus: "So whether or not movants herein occupied that property from the inception of this Republic, up to and including the time the respondent herein obtained a Title, that period of occupancy before respondent obtained title cannot and did not conformed upon the movant the right of ownership of the property since during that period the property was public property and adverse possession cannot and should not operate against the State. Therefore, the Court did not see the wisdom to charge the Jury on a non- issue."

Appellants say that this erroneous ruling of Your Honor is in complete circumvention of the law and the Supreme Court Opinion just cited above in the case Thorne et al v. Thompson, 3 LLR 193, syl. (3) (1930), where the appellants in support of this Opinion have established they have occupied the property under a color of right peaceably and quietly for the period prescribed by law, where the Statute of Limitations become the "title as a source". This issue is presented, in addition to the fact recorded in the Government deed issued in 1964 wherein the Court had decreed that the original Cooper deed was lost.

5. That further to count four (4) above, Your Honor erred by not recognizing the public land sale deed to Anna A. S. Cooper et al under the decree of the circuit court, the 26th day of April, A. D. 1964. This deed was obtained since Henry Cooper and his company, H. Cooper and Sons, deeds from the 1800's could not be found and as a matter of procedure and law the case was brought to the circuit court and the decree issued.

6. That Your Honor erred and overlooked the deed of exchange between the Republic of Liberia and James F. Cooper signed by President Daniel E. Howard dated 4th day of December, A. D. 1916. This deed identified additional land of the Coopers Family situated and lying on the Mesurado River between Mechlin and Randall Street from the Old Kru Town Road which the Coopers' Family for many years leased out to different persons including Watamal.

7. That Your Honour erred and failed to recognize the fact that appellee, Musa B. Keita was a tenant of the Cooper Family, which was substantiated by the receipts issued to him by the appellants/defendants/plaintiffs and marked by Court.

That Your Honour erred when, Your Honour failed to recognize and overlooked the deposition of the late Cllr. Lawrence A. Morgan and Mr. Joe Richards, which were admitted into evidence, who during their lifetime recognized the occupancy of the Cooper Family to the said property, being eminent persons in the Republic for which Your Honour confirmation of the verdict of the jury is to be reversed.

9. That Your Honour erred and overlooked the fact that appellee stated that he sued the appellants/defendants/plaintiffs in the Civil Law Court in 1968, when in fact up to the final ruling of Your Honour, no records could be found by the Clerk of the Civil law Court and other personnel of the records section of said Court of which a Clerk Certificate was obtained and of which the Clerk of the Civil Law Court, Ms. Ellen Hall testified to same.

10. That Your Honour erred and overlooked certain material facts and failed to recognize same when you charged the jury and ruled as to the Liberian Official Gazette allegedly issued in honour of appellee/plaintiff grandfather Master Sergeant Sekou Keita, who appellee/plaintiff claimed joined the Liberian Frontier Force in 1896. Appellants/defendants/ plaintiffs say that Official Gazettes are issued by the Ministry of Foreign Affairs and published by the Division of Publication of said Ministry. A witness from the Ministry of Foreign Affairs, Publication Division, Mr. Sokolee Kongo, Acting Director of said Division testified that Hon. Gabriel L. Dennis served as Secretary of State from 1944-1954. Surprisingly, the Official Gazette allegedly issued in honour of Mst/Sgt. Sekou Keita was issued June 16,1956 and allegedly signed by Secretary of State, Gabriel L. Dennis, two (2) years after he left office as Secretary of State. Furthermore, Witness Kongo said that there is no Official Gazette marked Vol. L 4-S within the said Ministry. Appellants say further that how can a Secretary of State sign a document two years after he had left office? Additionally, the Liberian Frontier Force was organized in 1908 and that there was no organization called the Liberian Frontier Force in 1896. A magazine which is the official publication of the Ministry of National Defense entitled "Armed Forces Today, Vol. 2 #I, February 11, 2008" with prescription 1908 AFL 100 years 2008, which read on page seven "I must congratulate you on the centenary celebration of the founding of our AFL which began in 1908 as the Liberia Frontier Force..." which was quoted on Sheet 15 and 16, 29 day's jury sitting October 17, 2008, this Your Honour failed to recognize.

11. That Your Honour erred when you disallowed all of the questions posed to the subpoenaed witness who claimed to be the actual Musa B. Keita that naturalized himself as a Liberian citizen in 1975, when in fact these questions were to establish or ascertain the process through which he obtained said Liberian citizenship. Since appellants/defendants/ plaintiffs claimed that it was appellee who naturalized himself in 1975, having come from Mali and that under our law, a foreigner cannot own property in Liberia and at the time he claimed to have allegedly acquired the property, he was not a Liberian Citizen, for which appellants excepted to Your ruling.

12. That Your Honour erred, overlooked, and failed to recognize the issue of fraud in the 1909 and 1938 deeds presented by appellee/plaintiff Keita. Appellants/defendants/plaintiffs' Coopers submit that the 1909 deed from the Republic of Liberia to Sekou Keita carried feet and acres and degrees as the unit of measurement in surveying land, while the 1938 deed from Sekou Keita to Bangalee Keita carried feet, lots and acres as the unit of measurement in that period, while that of 1963 deed from Bangalee Keita to Musa B. Keita carried lots, feet and acres as units of measurement. Appellants/defendants/plaintiffs produced evidence to establish the actual units of measurement used in these periods 1909 and 1938 when the Ministry of Lands, Mines and Energy was asked to clear this issue, being the entity of Government responsible. The Ministry sent the Director, Bureau of Lands and Survey, Mr. Josephus Burgess, who testified that the Ministry in deriving at the unit of measurement said that samples of ten deeds were taken from 1901-1920, with 1909 being the midpoint. He said deeds from 1908, 1907 and 1906 were used and deeds from 1910, 1911 and 1913 were also used. The records according to him showed that the units of measurement during these periods were in chains, links and rods. Similar method was applied in the 1938 deed situation and the records showed that the units of measurement were in chains, links and rods. Your Honor further confirmed this through questions posed to the Witness and he informed Your Honor that there have been no time that two sets of units of measurement (chains, links and rods) and (feet, lots and acres) ever co-existed as can be seen on sheets six and seven, 42nd day's Jury sitting, Monday, November 3, 2008. According to the 1909 Deed, appellant/plaintiff claimed it was a "GRANT" of public land when the reading shows that it was pursuant to an "Act regulating the sale of public land (1850)". There is no such act of 1850. (See Vol. 1, LCL 1956, Title 32, Public Land Law, especially at page 1188. Review Notes on prior registration in these Sections, Chapter 3 thereof, section 30, page 1183, concerning sale of public land in the "Hinter Land" and in the "Country Area" observed that the applied deeds is for land 1/10 acres for which Sekou Keita allegedly paid $132.00 and compared with Section 31, old Title 22, since the place was swamp land filled by James F. Cooper. See also Chapter 40 on Allotment of Public Land and the repealer, at Section 130, page 1196-1195, Ill LCL 1956. This can be further substantiated by the leased agreement entered into by the Coopers Family and CFAO in 1916 which boundaries carry links. The Witness was an expert Witness and logic reviews that his testimony was the official position of the entity responsible for the Government land matter, the Ministry of Land, Mines and Energy.

13. Your Honor erred when Your Honor having determined on sheet four of the court's ruling, 12th day's Chambers Session, Saturday, December 13, 2008 that "He therefore resulted to statistical method in making this determination. This surveyor was not introduced as a statistician nor did he explain to the court by what means he proceeded

to make the selection of deed backward and forward. The court could not have directed a verdict based upon his testimony. The court believes that it was the "office of the empanelled jury to weigh his testimony and to attach credibility to the same. The court says that it does not see it as an error when it did not direct the jury to return a verdict based upon the evidence adduced by that Witness". Appellants/defendants/ plaintiffs say that the method used by the Ministry of Lands, Mines and Energy, for which Witness Burgess explained on sheet three, 42nd day's jury sitting, Monday, November *3,* 2008, last paragraph, testifying that, "when we got the subpoena we noticed that this was a crucial assignment giving the time period to make a necessary research. But in honoring the request of this Honorable Court, we took the time to do some sample to lead the Court to the desire opinion; as such the year between 1901and 1920, we sample 10 deeds though we were not able to lay hand on the 1909 deed that is important to this case at present". Also Sheet four, 42nd day's Jury sitting, Monday, November 3, 2008, paragraph one Witness Burgess further explained that, "We turned our sample the other way and that is, we took 1901 as our midpoint. That is we studied three (3) deeds after 1901, another three (3) deeds before 1901, that survey showed that all of the six deeds, three on the left and three on the right of 1901, showed the units at the time to be in chains, links and rods. It is digging that 1909 is middle of six (deed) cannot operate in isolation of this measuring units and therefore we can deduce that the measurement of 1909 is the same of surplus measure. The same method was applied to 1938, we equally find out that the measurement of chain, links and rods are also used."

14. That further to count thirteen (13) above, Your Honor erred when not considering the questions of the court and the Witness's answer thereto as seen on Sheet six and seven, 42nd day's jury sitting, Monday, November 3, 2008, last, first, second and third paragraphs which state thus: "Mr. Witness, you have given your technical opinion with respect to the units of measurement that was used during specific period in time. According to your research, you managed to lay hand on a copy of one of the instruments that is the subject of this litigation and that is dated 1963. According to you, that deed conform to the standard and/or measurement used during that period. I now hand court's marked PE/4 and PE/5, the same being copies of certificate copies of deeds issued in 1938 and 1909 respectively, please examine the same and tell this court whether these two instruments conform with the units of measurement in existence during the period when they have said to be executed?" The Witness answered saying, "according to my testimony of testifying to the units of measurement of 1938 and 1909, to be in the units of chains, links and rods, the documents presented to me that have been marked are not found to conform with the units of measurement, surplus measurement. Your Honor further put further question to the Witness, saying thus, "Mr. Witness, as an expert surveyor and director of the Bureau of Lands and Surveys, please tell this court whether or not these

two methods of expressing a survey result in units however co-existed?" While the Witness answered thus, "we cannot vividly remember this assignment, our findings, has said previously, do not give or show any co-existence of the two set of units of measurement." This answer clearly stated that samples of deeds for the period herein named were displayed and screened by then (Ministry workers) and it is inconceivable to say that if three (3) deeds prior to a year and three deed after that year will carry the same units of measurement, then the year being used as the midpoint will carry a different unit of measurement. This is a product of fraud. Appellants/ defendants/plaintiffs disagreed with Your Honor in agreeing with the jury verdict.

15. That Your Honor erred by overlooking the, fact that two different deeds were issued to appellee by Bangalee Keita for 4.4 Lots or 1.1acres and three Lots or 3/4 acres, on February 6, A.D. 1963 and February 6, A. D. 1963, respectively. Sheets eleven and twelve, 29th Day's Jury Sitting, Friday, October 17, 2008, paragraph 3 states: "By that answer, Mr. Witness, at the inception of this trial, you continue to tell us, meaning the court and the Jury, that you have one single property, and now you are telling us that there are two separate property/ies, but count 14 of defendants' answer in the case: The Heirs and Beneficiaries of the late James Francis Cooper, et al. versus Musa B. Keita, et al., persons operating under his authority, it was pleaded in the said count 14 that your father Bangalee Keita deeded a warranty deed to you in February 6, 1963 and said deed was marked by you as an Exhibit before this Honorable Court. Secondly, the court also marked, confirmed and reaffirmed another deed which we believe that referred to the same property. Why were these two instruments pleaded before this Honorable Court and are you telling the court and Jury that your statement from the 23rd Day's Jury Session up to the present that you had one property that was deed to you by Bangalee, and how you are saying two? Should we say that your two deeds presented are also intended to mislead the court and the trial jury"? Appellants say that if this deed with 3 Lots or 3/4 of acres referred to another property which is not a subject of dispute, why should it be pleaded and used as an exhibit in a pleading in support of his title to the said property? Appellants/ defendants/plaintiffs disagree with Your Honor ruling in this respect in your affirmation of the jury verdict.

16. That Your Honor erred when, hang determined on Sheets five and six, 12th Day's Chambers Session, Saturday, December 13, 2008, of the court ruling that "According to the respondent's evidence in 1968, Respondent leased the property to Watamal. Although the Leased Agreement presented by the Movants showed that the Leased Agreement with Watamal started something in the 1980, however, the site plan of adjudication number 1, bearing court's marked DE/5 and carried the date of 1974-1977 introduced by the movant herein show on its face areas which were occupied by Watamal. In other words,

Watamal was located on these properties prior to 1980". Your Honour decided on the basis of "misinformation and/or contradiction". The Plan of Adjudication from the Ministry of Lands, Mines and Energy 1974-1977 showed Watamal as an adjacent party, which further substantiate that the Cooper Family had a Lease Agreement with Watamal in the 1970's and that by virtue of this Lease Agreement, Watamal had possessory right and partial title (Leased Agreement). There is nowhere on such Plan of Adjudication naming any Keita as owner. There was no evidence whatsoever to show that appellee/respondent leased property to Watamal and there was no time in the history of life that Watamal ever entered into a lease agreement with appellee/respondent/plaintiff. Moreover, there is no record in the Civil Law Court, Sixth Judicial Circuit to show that a laws u i t was filed in 1968 in said Court against appellants as evidence by the clerk certificate issued and marked a s DE/1. Appellants/movants/ defendants/plaintiffs admitted entering into Lease Agreement with Watamal in 1980, 1987 and 1989 respectively and bring Your Honor's attention to defendant Watamal's Answer filed in the Civil Law Court, Sixth Judicial Circuit, during the said court March Term A. D. 1997 count 3. Assuming arguendo that Watamal ever entered on the property prior to 1980, the court's marked DE/5 did not show any of the property being owned by any Keita, realizing that this plan of adjudication was prepared by the Ministry of Lands, Mines and Energy, the role Government entity responsible for all lands matter and demarcation of lands, thereby establishing actual owners of property by the Coopers. This plan of adjudication showed the adjoining parties, for which Your Honors erred by concurring with the verdict of the jury.

17. Further to count sixteen (16) above, Your Honors erred and committed a reversible error by overlooking the several Supreme Court opinion as found in the Liberia Law Reports involving the Coopers' Family relating to the subject property as mentioned on Sheet four, 43rd day's Jury sitting, Tuesday, November 4, 2008, where appellants first Witness Cllr. Henry Reed Cooper stated in sentences 5,6,7 and 8 about the disagreements amongst the Coopers' Family for property which were recorded as opinion of the Supreme Court, further establishing that the said Cooper Family actually occupied the said premise openly, notoriously and without any molestation with recognition from the authorities, meaning the Government of Liberia. See cases as Cooper v. CFAO, 20 LLR 397 (1971), Cooper v. Cooper 12 LLR 412 (1957) and Cooper v. Parker, 339 (1966).

18. That Your Honor's ruling during the motion for new trial, sheet five, 12th Day's Chambers sitting, Saturday, November 13, 2008, paragraph one was erroneous and reversible when, Your Honors confirmed that the Officer from the Center for National Documents and Records stated that the deeds registration in 1984 by appellee was not fraudulent, but the registration was improperly done. Contrary to this, Appellants

requested Your Honors for a subpoena duce tecum to be served on the Director of Archives to produce page 362 of Volume 88-8 and Volume M-N/95 which was granted as per Sheet seven, 53rd Day's Jury sitting, Wednesday, November 19, 2008, paragraph three. The Center for National Documents and Records and Archives (CNDRA) in obedience to the subpoena, sent Mr. Shadrack Kanneh, Deputy Director General for Technical Services, who testified on Sheet two 55th Day's Jury sitting, Friday, November 21, 2008, paragraph 4 that the said Volume 88-A and Volume MN-95 are not in the custody of the archives. Appellants/defendants/plaintiffs say that Sheet three,55th Day's Jury sitting, Friday, November 21,2008, paragraph 3, where Witness Kanneh stated as follows: "The paragraph set forth in our Certificate of authentication does not in any way question the validity of the deed in question. It simply stated the improper manner and unprofessional nature in which the said documents were recorded and filed at the Center for National Documents and Records" This explanation which concurs with the Certification of Authentication issued by the Center for National Documents and Records and Archives, marked by court as DE/11 and confirmed is clear in paragraph two establishing the improper and unprofessional nature of the deeds registered at said agency; which further prove contrary to the old legal maxim that says what is not done legally is not done at all for which Your Honor's ruling is reversible.

19. That Your Honors erred in ruling that appellants/movants' Witnesses, testimonies were contradictory as to when appellant/respondent entered upon the property as per Sheet six of Your Honor's Ruling; contrary to this, Witness David Wondah testified that Musa B. Keita was taken to him by his mother when he was living on Cllr. Ricks' house on Randall Street, prior to the Government of Liberia extension of the Randall Street Road at which time they all had to personally relocate themselves even though he was a police lieutenant, but he could not remember the year. More besides, Mr. Wondah went to the late Augustus W. Cooper who referred him to one Dorley, who Musa also went to and Musa himself told him. This testimony did not in any way contradict the previous witnesses as shown by sheets sixteen and seventeen, 55th Day's Jury sitting, Friday, November 21, 2008, that Musa B. Keita was not a tenant of the Coopers and did not go on the Coopers' property until1984.

20. That Your Honors erred when our honor charge to the jury was in substance a directed verdict and that in so-doing Your Honors invaded the province of the jury who are the sole judge of facts in the case thereby prejudicing the interest and rights of the appellants/defendants/plaintiffs.

21. That Your Honors also erred when Your Honors failed to recognize the fact that at the time appellee or his father/grandfather allegedly acquired the land for $132, Dollar was

not the official currency in Liberia. It was Pounds, which confirms the fraudulent nature of the deed for which Your Honor's ruling carried Pounds as the medium of exchange.

22. That Your Honors erred by not understanding the two properties sued for. Appellee Musa B. Keita filed a suit for 4.4 Lots located Downtown Mechlin Street, Waterside, according to his complaint or as the case progress, it was shown that Watamal is not on Mechlin Street but on Randall Street towards the River. Appellants Cooper on the other hand sued appellee Keita for "the property situated and lying on Mesurado River between Mechlin and Randall Streets, from Old Kru Town Road to the River, in Monrovia, Liberia, at the Waterside, commonly called "Cooper Wharf" in the past now called "Happy Corner". In other words, the Coopers are claiming much more land than the 4.4 Lots or 1.1 Acres that appellee Keita sued for and the final ruling of Your Honors does not clarify which part of the property ruled to him (appellee Keita). Is Your Honors decreeing to appellee Keita more property than he sued for?" Wherefore and in view of the foregoing, and for all the above reasons and legal errors and blunders, as well as the others which may not have as specifically raised, mentioned and included, and contained in this bill of exceptions, appellants/movants/defendants/plaintiffs pray that Your Honors will most respectfully approve this bill of exceptions, thereby enabling appellants/movants/defendants/plaintiffs to perfect its appeal and have the Honorable Supreme Court to review Your Honor's erroneous ruling and make a determination therein and respectfully so pray and submit."

The foregoing presents the facts and synopsis of the dispute which the contending parties have called upon the Supreme Court to resolve. We believe that it was important that we expose the facts and the circumstances as were presented by the parties, for we are cognizant that the decision we make must bear upon those facts, as presented, not as paraphrased by the Court. This is important for a full appreciation of the analysis and the position adopted by the
Court in resolving the issues advanced by the parties. In their Brief, the appellants have advanced the following issues for the attention of the Court.

1. Whether or not deed issued by the Republic through a court decree recognizing that the original deed was lost serves as a source of title against any other title?

2. Where a person who had occupied a piece of property under a color of right during or above the period prescribed by the statute of limitations in an open, notorious, undisturbed and unhindered peaceful period, will statute of limitations serve as a means of title as against any other person claiming title to the same?

3. Whether or not Wills not challenged at all can serve as a source of title against other claims of title?

4. Whether or not fraud was proven?

5. Whether or not the rights of riparian and accretion accrue to an owner of property whose property ends along the riverb a n k s ?

6. Whether or not a non-Liberian citizen who later naturalized himself as a Liberian citizen can own real property prior to his naturalization? The appellee, on the other hand, has presented the following six issues for the attention of this Court.

1. Whether or not the statute of limitations should not be pleaded affirmatively?

2. Whether or not the late James F. Cooper ever owned a parcel of land at the Settlement of White Plains by deed from which deed a court decree was issued for the lost or destroyed one?

3. Whether or not in an action of ejectment, a party who is able to trace his title from the original grant by the Republic of Liberia will prevail over his opponent who can produce an earlier deed to the land in question but cannot trace title to the sovereign?

4. Whether or not this Court will not order arbitration in an ejectment case where the controversy at issue can be resolved adequately by means of arbitration?

5. Whether or not the fraud as claimed by the appellants was established?

6. Whether or not at the time appellee's grandfather Sekou Keita acquired 1.1 acres or 4.4 lots of land in 1909 from the Republic of Liberia, the appellee's grandfather was a non-citizen or foreigner?

While we appreciate the issues presented by the parties and shall allude to them in the course of the discussions and analysis, we shall confine ourselves primarily to those issues which we believe to be most relevant to the resolution of the dispute and dispense with the procedural presentations which do not go to the core of establishing title or ownership in one or the other of the parties to the property in dispute. We shall therefore focus our attention primarily on whether the plaintiff/appellee sufficiently showed title to be vested in him or the defendants sufficiently established that the title relied upon by the plaintiff was so seriously flawed or that

the circumstances presented in the case raised sufficient doubts as to the authenticity of the plaintiff's titled deed that it cannot form the basis for claim to legal title or ownership of the property in dispute. This focus requires that we visit the several principles of law which this Court has pronounced in resolution issues regarding claim to title and ownership of real property.

The first principle which this Court has consistently adhered to in any determination of title to real property is that the burden of proof to establish title to real property rests exclusively on the plaintiff, and that any failure by the defendant to show title to any property, the subject of litigation, cannot serve to thereby vest title in the plaintiff, without the plaintiff first having to demonstrate legally and to the satisfaction of the court that he or she does have legal title to the property claimed by him or her. The Intestate Estate of the Late karman Dassen v. Bawo, Captan et al., Supreme Court Opinion, March term, 2012, decided August 16, 2012; Neal v. Kandakai, 17 LLR 590 (1966); Cooper v. Gissie et al., 28 LLR 202 (1979); Donzo v. *Tate,* 39 LLR 72 (1998). Indeed, this position of the Court was very clearly articulated in 2010 in the case The Tower of Faith Church v. The Intestate Estate of the Late Wheagar Blaybor, decided on June 29, 2010, at the March Term, 2010, of the Court, wherein the Court held that: "In an action of ejectment the plaintiff must recover upon the strength of his own title and not upon the weakness of the defendant's title." Madam Justice Johnson, speaking for the Court, added: "The burden to prove the right to possession or to title to real property rests with the plaintiff and not the defendant; as such it does not matter whether the defendant has a valid, defective or any title at all." This Court continues to adhere to that cardinal principle, pronounced consistently over generations, and we reiterate and reaffirm herein that the Court's position is unchanged. The burden of proof in any claim to title to real property rests with the plaintiff in the first instant.

We must emphasize a further principle of law consistently advanced and adhered to by this Court, as a prelude to the analysis undertaken in resolving the issues presented in this case. This Court has said repeatedly that while a deed generally evidences title to real property, the mere exhibition of a title deed by a plaintiff, or for that matter by any party, claiming title to real property, does not by itself or in itself automatically evidence that the plaintiff has title to the property in dispute or vest title to the property in the plaintiff or in the other party, where the title is challenged, especially by allegations of fraud. Indeed, this Court has held that the plaintiff must prove, firstly, that he or she has superior title to the property than that held by the defendant, and secondly, that the deed relied upon, especially a certified copy said to have been issued by the Ministry of Foreign Affairs or the Center for National Records and Archives, is clear of any suspicion or doubt.

In the case The Intestate Estate of the Late Karman Dassen v. Bawo, Captan et al., decided on August 16, 2012, at the March Term, 2012, of this Court, we succinctly highlighted the principle. Citing the case Tulay v. The Salvation Army (Liberia) *Inc.,* 41 LLR 262 (2002), and quoting excerpts therefrom on the essence of an ejectment suit, this Court referenced the words of Justice Jangaba, who, speaking for the Court, said: "[T]he primary objective in suits of ejectment is to test the title of the parties, and to award possession to the property in dispute to that party whose chain of title is so strong as to effectively negate his adversary's right of recovery. *Id.,* at 275." We then added that: "What is important for us, therefore, is that the plaintiff, having alleged that it was the owner of the property in dispute, which allegation was challenged by the defendants, it (the plaintiff intestate estate) had the burden of proving, whether before a board of arbitration or a jury, that its deed was clear, genuine and sufficiently descriptive that it could be relied upon by the arbitrators (or a jury) to reach the conclusion that the plaintiff was entitled to· the land in dispute." We cited further the cases Nyumah and Freeman v. Kontoe and Payne, 40 LLR 14 (2000) and Reynolds v. Garfuah, 41 LLR 362 (2003), wherein this Court, in affirming and reaffirming its view on the issue, stated in the most explicit term that: "In an action of ejectment, a plaintiffs title is not presumed but must be established. Id., 371, quoting from the case Cooper-King v. Cooper-Scott, 15 LLR 390 (1963), sly. 6; Karpeh et al., v. The Testate Estate of Quaingar Barchu, Supreme Court Opinion, October Term, 2009, decided January 22, 2010." We have therefore not hesitated in setting forth the opinion, without reservation, that: "Where a plaintiff in an ejectment action has shown valid and legal title to property, he or she is rightfully entitled to recover the said property upon the strength of the title (citing Tulay v. The Salvation Army (Liberia) Inc., 41LLR 262 (2002), text at 275)," but also "that a plaintiff in an ejectment action must clearly establish title to the property."

From the above recited and controlling laws in this jurisdiction, the two- fold question posed then is whether the plaintiff in the instant met the standard to warrant the jury returning a verdict in his favor and whether the trial judge, in the face of those laws, could properly confirm the verdict. The question is posed in light of the holding of this Court in the Intestate Estate of the Late Karman Dassen case that the court has "..the legal duty to ensure that the deeds presented by the parties and upon which the parties rely for asserting claim to ownership or title to the property in dispute [are] clean and leave no ambiguity or doubt as to its genuineness", particularly in light of the entire circumstances and the evidence presented in the case. We should note also that we shall similarly refer to the documents, including the deeds, exhibited by the defendants to see if they present a sufficient basis for any conclusion that title to the property was in the first instant vested in the defendants' decedents.

As noted earlier in this Opinion, the plaintiff relied on a number of documents and made a number of assertions or allegations in support of his claim to title to the property in dispute. The written instruments included three deeds: one from the Republic of Liberia to Sekou Keita, a second from Sekou Keita to Bangalee Keita, and a third from Bangalee Keita to Musa B. Keita, the plaintiff/appellant. Also included was a Government Official Gazette announcing the death of Sekou Keita. We should state that none of the deeds were originals or copies of the originals issued by the grantors; rather, all were certified copies said to have been issued by the Ministry of Foreign Affairs.

The plaintiff/appellee contended further that as he held the deed older than that held by the defendants, traceable to the Republic, as grantor, he held a superior claim to the property than the defendants who had failed to trace their title to the Republic.

Normally, when one seeks from the Ministry of Foreign Affairs or the Center for National Documents and Records a certified copy of a deed or other instrument, it presupposes two occurrences: (1) That the original deed or instrument issued to him or her is missing, destroyed or otherwise cannot be found; and (2) that the Ministry or the Center has records of the instrument registered with the agency as required by law. In the instant case, however, the defendants challenged the authenticity of the instruments, asserting that the deed said to have been issued by the Republic, and upon which the legality and legitimacy of the other transfer deeds depended, was littered with inconsistencies and tainted with fraud, and that its issuance was the result of connivance between the plaintiff/appellee and some personnel of the Ministry of Foreign Affairs.

We have examined the deeds exhibited by the plaintiff, none of which, as stated before, is an original, but rather purported to be certified copies of originals. However, because the allegations made by the defendants/appellants center on the deed issued by the Republic of Liberia to Sekou Keita and formed the focus of the attack on the legitimacy and legality of the title claimed by the plaintiff, under the other deeds issued to plaintiff/appellee, we proceed into an examination of the said deed and the claim of title made thereunder by the plaintiff/appellee.

In his complaint, at count seven, the plaintiff/appellee alleged that his late father, Bangalee Keita, had purchased 4.4 acres of land (presumably an error as to the acreage) from the Republic of Liberia, and he gave notice that he would establish that fact at the trial. We note that the certified copies of the deeds referenced by the plaintiff and quoted above were produced in court to support the plaintiffs/appellee's claim to title to the property. That assertion was challenged by the defendants/appellants who

challenged the authenticity of the deed said to have been from the Republic to plaintiff's/appellee's grantor, and they attribute fraud to the issuance of the certified copy of the deed, stating that there was no such original deed from the Republic to plaintiff's grantor. This heightened the burden on the plaintiff/appellee to show a clean title, as by law he was bound to do. Did the evidence produced by him meet that standard and show that he had a clean title or that the deed exhibited by him was clear of any attributes of fraud? In seeking to resolve the issue, we take recourse to the certified copy of the deed said to have issued by the Ministry of Foreign Affairs stating that the instrument was a certified copy of the original deed issued by the Republic to plaintiffs/appellee's grantor.

Our inspection of the records, and especially of the instrument said to be a certified copy of the original deed from the Republic to plaintiffs/appellee's grantor (i.e. his father, or grandfather), reveals very serious discrepancies that bring into question the credibility, authenticity and reliability of the document. Firstly, in count seven of the complaint, the plaintiff alleged that the deed referred to and relied upon by him to evidence that the original title to the property was derived from the Republic by a transfer of the property in question to his father, Mr. Bangalee Keita. But the deed referred to, said to have been issued by the Republic, shows that the deed was issued in favor of Sekou Keita, not Bangalee Keita. It would seem that because of this discrepancy, the plaintiff subsequently alter the assertion made in count seven of the complaint, asserting a new claim that the issuance of the deed by the Republic was actually not to his father, as he had alleged in count seven of the complaint, but rather that the said deed was issued to his grandfather, who he later claim to be Sekou Keita. Although the error of identity may seem insignificant, we have difficulty appreciating how, given the reliance for claim of title to real property, such a mistake could even have been made, for the complaint not only stated that the property was conveyed to the plaintiff's father, which one could contribute to a typographical error, but it proceeds to specifically name the plaintiff's father, Bangalee Keita, when in fact the deed was made in the name of Sekou Keita.

But there is a more significant discrepancy in the instrument which calls its authenticity and credibility into question. The face of the instrument shows an instrument that is quite different from the body or the body contents of the instrument. The certified copy of the deed states that on the face of the deed it is supposed to be a Government Grant Deed, yet the caption on the opposite side of the Deed and in the body thereunder states that the deed is a Public Land Sale Deed. It is unimaginable, virtually impossible, an incident which we have not heard of before, that the caption on the face of one side of a deed will be different from the caption on the opposite side inside of the deed will state the deed to be a different form of deed or conveyance since the two captions are carried on a single instrument. It seems to us that the instrument, coming from the

Republic, prepared by an authorized public official, inspected by public officials and signed by the President of the nation, could not have had such critical mistake on its very face and passed through all of those crucial processes without ever being noticed,including by the grantee. This is what the certified copy of the deed states on its outside facing: "This is to certify that the within document is a true and correct copy of a Government Grant from the Republic of Liberia to Sekou Keita of the County of Montserrado, Republic of Liberia, as recorded in volume 32, page 328 of the records of Mont. Co., filed in the Archives of the Ministry of Foreign Affairs." Yet, the caption on the inside of the deed and in the body, stated that the deed is a "Public Land Sale Deed" and that the sale was being made "in conformity to an act entitled 'An Act Regulating the sale of Public Lands' approved January 5th 1850' and that it "exposed to sale by public auction a certain piece or parcel of land hereafter named and described which piece of land was purchased by Sekou Keita, having paid into the Treasury of the Republic of Liberia the sum of One Hundred Thirty-Two ($132.00) Dollars, being the whole amount of the purchase money as per certificate of Land Commissioner. Therefore, I Arthur Barclay, President of the Republic of Liberia for and in consideration of the sum paid as aforesaid (the receipt whereof is hereby acknowledged) have given, granted, sold and conformed and by these presents do give, grant, bargain, sell and convey unto the said Sekou Keita, his heirs, executors ,administrators, and assigns forever all that lot or parcel of land situated, lying and being in the City of Monrovia in Montserrado County and bearing in the authentic records of the said County of Montserrado the number C,D,E, and F (portion of) and bounded and described as follows:"

We do not believe that a single deed can on its outer face state that it is a Government Grant and on the inside face state, at the same time, that it is a Public Land Sale Deed. The two are incompatible and do not denote the same form of conveyance; the former, a Government Grant, does not require and monetary consideration from the grantee to the Republic; rather, it is based primarily on consideration by the Republic for services and other valuable contribution rendered the Republic, short of monetary consideration, as the plaintiff/appellee sought to demonstrate by the allegation that plaintiff's! appellee's grandfather served the Liberia Frontier Force from August 1896 until his retirement, a period of more than thirty years, and an allegation which the plaintiff/appellee further sought to buttress by the purported Government Official Gazette, said to have been issued in 1956 by the then Department of State of Liberia. The Public land Sale Deed, on the other hand, is issued generally for a monetary consideration by the grantee to the Republic.

Because the instrument exhibited by the plaintiff/appellee is supposed to be a single instrument and reflects therefore the facing and the inside content which elaborates on

the details of the facing ,it seemed highly improbable that on the face of the deed it would state that it is a "Government Grant" Deed and on the opposite side, in the caption and in the body, where the description of the property and the consideration is stated, it would state that it is a "Public land Sale" Deed. Thus, even assuming that an original deed was secured by the plaintiff's ancestor, the grantee under the deed from the Republic, the certified copy would be a distortion of what transpired in the transaction. Indeed, the circumstances in the case, some of which we shall allude to later in this opinion, lend credence to the allegation of the defendants/appellants that the certified copy does not represent a genuine original deed but rather that same was the result of the perpetration of fraud by the appellee and some persons of the Ministry of Foreign Affairs and the Center for National Documents and Records, or its predecessor institution, who had tampered with the documents of those government agencies.

Under the circumstances narrated above, we reject the contention advanced by the plaintiff that because he could trace his title to the Republic, it therefore followed that he held a superior title to that of the defendants. In the case Komara et al. v. The Estate of the Late Isaac K. Essel et al., decided July 5, 2012, at the March Term, A. D. 2012 of this Honorable Court, this Court said: "A person, for example, holding a deed purporting to be from the same grantor as his or her adversary cannot assert that the mere fact that he or she holds an older deed makes such deed superior to that of his or her adversary where there are questions of legality or legitimacy of the deed held by him or her." This view was earlier echoed by this Court in the case Kiazolu *v. Cooper,* decided on July 22, 2011, at the March Term, 2011 of the Court, wherein the Court said: "The defendant/appellant contended that his title which is derived from the Republic of Liberia is older than the plaintiff/appellee's title which is also derived from the Republic of Liberia; that by operation of law, his title must prevail over the plaintiff's/appellee's title. To this contention we say that while it is true that in an ejectment action where the parties' titles are derive from the same grantor, the party with the older deed is preferred, an older title whose procurement is shrouded in doubt and uncertainty, as in the instant case, cannot prevail."

We should note that this is not the first time that the reputation and integrity of the Ministry of Foreign Affairs and the Center for National Documents and Records has been brought into question. Indeed, this Court has had to establish a number of very sweeping changes as to how the trial courts should now handle certified copies of deeds emanating from the Ministry of Foreign Affairs and the Center for National Documents and Records in order to preserve the sanctity of title to real property, protect the right to property, and the level of fraud demonstrated to be occurring within those institutions. More specifically, this Court has set the conditions under which the courts

will accept certified copies of instruments coming from those agencies. We intend to adhere to those standard and condition and reiterate that it places the Executive Government on notice that no courts of the Republic will accept into evidence any certified copy of any purported records said to have been recorded with the Ministry of Foreign Affairs or the Center for National Document and Records, except where the volume from which the certified copy was taken is produced in court and the parties have the opportunity to expose said volume to appropriate examination, and the Minister or the Director of the Center appear in court and explain the circumstances under which the document was issued and the correctness and authenticity of the document, and they too are exposed to cross-examination on their statements and representations. Moreover, the party producing a certified copy of a document recorded with the Ministry of Foreign Affairs or the Center for National Documents and Records must produce the original certified copy of the document or provide a credible and acceptable explanation as to the whereabouts of such original certified copy.

A further document produced by the plaintiff/appellee to authenticate his claim of title and ownership to the property and to the genuineness of the deed exhibited by him is the allegation that his grandfather was a member of the Liberia Frontier Force and that he, the grandfather, had joined the said Liberia Frontier Force on August 18,1896,when,according to the plaintiff/appellee, his grandfather was only twenty-six years old. This presupposes that the Liberia Frontier Force must have existed prior to 1896. However, our review of the official public records and historical facts, which by law this Court has the authority to take judicial notice of, reveals that there existed no such Frontier Force in Liberia in 1896.

Indeed, the public historical records and the official documents published by the Ministry of National Defense, indicate that the Liberia Frontier Force was established by Act of the Liberian Legislature in 1909, thirteen years after the time the plaintiff/appellee states his grandfather, to whom he assert the Republic of Liberia had issued the Government Grant or Public Land Sale deed, joined such Liberia Frontier Force. This was a clear event of impossibility, and the basis upon which the face of the plaintiffs/appellee's deeds to have been premised must therefore fail.

Even more disturbing is the purported Government Official Gazette, which the plaintiff put into evidence to support the claim that his grandfather was a member of the Liberia Frontier Force. Firstly, an inspection of the photocopy of the Gazette shows that although the Gazette was printed on a printing machine, the dates in the document had been tampered with, in that the first two figures of the year (i.e. 19) are in the print of the printing machine while the last two figures of the year (i.e. 56) are placed in by an

older manual typing machine that shows clearly different prints from the first two figures and the rest of the document.

Secondly, and perhaps even more important, is that the document states that it was done "by the order of the president", and that it is executed and signed by "Gabriel L. Dennis, Secretary of State, Department of State" on "June 16, 1956". Again, we take resort to the public historical records. Our examination of the public historical records indicate that while Gabriel L. Dennis served as Secretary of State of Liberia, his tenure ended in 1954, and that he was thereafter replaced by Momolu Dukuly as Secretary of State. It was therefore impossible for the President to direct Gabriel L. Dennis to issue any official *Gazette,* and for Gabriel L. Dennis to have issued and executed an official Gazette as Secretary of State of Liberia, two years after he had left the Department of State and no longer served in the position stated on the Official Gazette. We cannot therefore give credence or legitimacy to the purported Official Gazette as fraud seems so clear on the face of the document.

This Court has stated in a number of cases that fraud need not necessarily be proved by testimony but that it can be inferred from the circumstances presented. We hold that this is one of such circumstances where the conclusion can readily be drawn that the Official Gazette, said to have been issued by an official of the Government who two years prior to the issuance if the document had left the Government and could therefore no longer issue such document, shows taints of fraud. We are therefore of the view that all of the attending circumstances stated herein evidenced the perpetration of fraud by some persons, in an attempt to have the plaintiff claim of title and ownership to the property, subject of these ejectment proceedings, verified or authenticated.

The records show also that the defendants/appellant further challenged the deed said by the plaintiff/appellee to have been issued by the Republic, stating that it carried measurements in units that were different from those that existed at the time. In support of that challenge the defendants/appellants had surveyors testified to the effect and produce deeds that were issued three years before and three years after the plaintiff's/appellee's deed. All of those deeds showed that the unit of measurements used at the time was different than those contained on the plaintiff's/appellant's deed. Yet, the trial judge refused to accept same, stating that this was not public records. We are of the opinion that all courts, including the Supreme Court, have an obligation to take judicial of all public historical records. This was records that could and should have been verified by the trial court, and the failure to take judicial notice of such historical records, not rebutted by the plaintiff/appellee, was a clear error.

With specific regard to the defendants/appellants, they too, in support of their claim of title and ownership to the property in dispute attached deeds and other documents to their answer. We have reviewed those deeds and have found nothing suspicious as would cast doubts on their legality and legitimacy. Indeed, the only claim which the plaintiff asserts as to the Deed of Exchange from the Republic to the defendants decedent is that since the Republic owns all lands, it could not legally exchange any land for land which the defendants claimed were owned by their ancestors. The contention of the plaintiff is not tenable in law, and being without any legal basis, we must dismiss the same.

We note that while the law does provide that all property is owned by the state, it is also the law that where the Republic departs with property by conveyance to a private party, as in the instant case with the defendants/ appellants, the state no longer owns or holds title to the property. Hence, if the state desires to utilize the said property, it can only do so by expropriation or eminent domain, as provided for by the Constitution, or in the alternative, as it did in the instant case, exchange property which the state still has ownership and title to with that which it had previously conveyed to the defendants/ appellants' ancestors. See LIB. CONST. (1986), Ch. Ill, Art 24, under "Fundamental Rights".

Equally critical to the Court in deciding that the defendants/appellants has the right of ownership and title to the property in question is the statute of limitation, pleaded separately and distinctly by the defendants, and regarding which they produced sufficient evidence before the jury. That claim was not rebutted and no evidence was presented to the contrary by the plaintiff/to appellee to disprove the claim asserted by the defendants/appellants or by the witnesses who testified for the defendants/appellants, that they did not have open and notorious possession of the premises for the entire period the plaintiff/appellant claimed to have had title to same. Both in their pleadings and in testimonies by witnesses, the defendants provided evidence that their ancestors had occupied the property in question for a period of more than seventy years, uninterrupted and without obstruction or objections from any persons, including the plaintiff's father and grandfather. We see nothing in the records to show that any of these were rebutted by the plaintiff/appellant.

It is difficult to perceive that one who has acquired title to a parcel of land, and who claims to have been resident on said property, would have another person or persons occupy such property, lease the same out to multiple high-profile businesses and others for decades, receive enormous incomes from such leases, without mounting any objections to such occupancy and lease. Such silence defies law, logic and imagination.

Even if one disclaimed the period the plaintiff grandfather is alleged to have acquired the parcel of land from the Republic of Liberia, it seems inconceivable that the plaintiff, from the period he alleged he acquired the premises in 1963 would have allowed the defendants/ appellant or persons acting at their instance to occupy the premises, construct large buildings thereon, pay rents to them, and do many other things with and on the property without protests or institution of any action until 1997, a period of almost thirty-five (35) years. Clearly, under the principle of adverse possession and the statute of limitations, provided for by the Civil Procedure Law, the defendants/appellants acquired title and right of title to the property by virtue of the plaintiff/appellant's silence or lack of protest or filing of action to prevent or to eject the alleged intruders from the property.

The statute of limitations is recognized in this jurisdiction, not only with regard to other actions, but also with respect to real property. Our Civil Procedure Law states, at section 2.12(2): "An action to recover real property or its possession shall be barred if the defendant or his privy has held the property adversely for a period of not less than twenty years." Prior statutory provisions and decisions of the Supreme Court have recognized the utility of the principle of the statute of limitations and have scrupulously adhered to the principle. In *Caine,* Freeman et al. v. Fahnbulleh, Freeman et al., *31* LLR 235 (1983), this Court, speaking through Mr. Justice Smith, held: "The right to recover real property, or its possession, shall be forfeited or barred if the defendant or his privy has held the property adversely for a period of not less than twenty years." The Court cited the Civil Procedure Law as reliance for its position. That position was further reiterated in the case Badia, Ammons-Webster et al v. Cole- Lartson and Walker, 33 LLR 125 (1985), wherein this Court, speaking through Mr. Justice Morris, stated: "An action to recover real property or its possession shall be barred if the defendant or his privy has held the property adversely for a period of not less than twenty years." */d.,* at 130. And while the plea of adversely possession or the statute of limitations is an affirmative plea, it does not serve as a bar to the parking asserting the plea to raise other defenses in the suit. In the case Everest Textile Company v. Denco Shipping Lines, 36 LLR 24 (1989), this Court clearly set out that an affirmative defense may be assert long with other defenses as long as the defenses are articulated in separate paragraphs. Moreover, the case clearly shows that the defendants/appellants met the requirements of the law for asserting the principle of adverse possession. They pleaded it affirmatively; they attached appropriate documents evidencing open and notorious possession; and they produced other evidence that substantiated the claim of such open possession and occupation for close to a century. Under such evidence, the basic preconditions of the law, as articulated by this Court in the case Washington v. Sackey, 34 LLR 824 {1988}, were clearly met.

Under all of the foregoing facts and circumstances, we wonder how the jury could have reached the conclusion that the plaintiff had sufficiently proved that he held title to the property and that he was therefore entitled to a verdict in his favor. We wonder also how the trial judge, after a thorough examination of the facts and the law, could have reached a similar conclusion and therefore a basis to affirm the verdict. We hold that both the jury and the trial judge were in error in those conclusions, and that the verdict and the judgment should be reversed.

We do not, by the conclusions we have reached herein, disturb the principle we have recognized, the holdings this Court has enunciated as a result therefor, and the continued adherence by this Court over the years that jurors are judges of the facts {Forleh et a/. v. *Republic,* 42 LLR 23 {2004}, Munnah and Sommah v. Republic, 35 LLR 40 {1988}, Sinkor Supermarket v. Ville, 31LLR 286 {1983}; that they are generally judges of the evidence, and within reason, the exclusive judges as to what constitutes preponderance of the evidence {Morgan v. Barclay, 42 LLR 259 {2004}; and that the credibility of the evidence and the decisions thereon, made by the jury will not and should not ordinarily be disturbed. See Sheriff v. The Testate Estate of the Late Alhaji S. Carew, 34 LLR 3 (1986}; American Life Insurance Company, Inc. v. Holder, 29 LLR 143 {1981}; Liberian Tractor and Equipment Company {LIBTRACO} v. Perry, 38 LLR 119 {1995}; Momolu v. Cummings, 38 LLR 307 {1996}.

However, we are also cognizant that this Court has similarly said that where the verdict of the jury is not in harmony with the evidence, or it so utterly defies the evidence in the case, the Court will set aside the verdict and reverse the judgment, and will give such judgment as should have been given by the trial court. Catholic Relief Services *v.* Natt, Brown and Cororal, 42,LLR 400 (2005). Indeed, this Court has said that where the verdict of the jury is against the weight of the evidence, the trial court should grant the motion for new trial. Barclay *v. Digen,* 39 LLR 774 (1999) See also American Life Insurance Company v. Sandy, 32 LLR 338 (1984). Similarly, in the case The International Trust Company of Liberia (ITC) v. Cooper-Hayes, 41 LLR 48 (2002), this Court said: "With reference to the verdict of the jury, we agree that the jury are the triers of the facts and have the prerogative to determine and award damages to a successful party, but this must be predicted only upon sufficient evidence adduced at a trial." The Court, citing the case Levin v. Juvico Supermarket, 24 LLR 187 (1975) as authority, then added: Ordinarily a verdict will not be set aside as being excessive, but an appellate court will do so where there is insufficient evidence to support the amount awarded, where the verdict is so grossly disproportionate to the measure of damages...." See also *ADC* Airlines v. Sannoh, 39 LLR 431(1999); Our statute recognizes the latitude which the Court has in that regard,

and indeed, it is predicated upon that recognition that the statute provides for the filing of a motion for new trial after a jury has returned a verdict and for review by this Court to determine whether the jury's verdict is in harmony with the evidence adduced at the trial. See Civil Procedure Law, Rev. Code 1:26.4 and 1:51.17.

Wherefore, and in view of the laws cited and relied upon and the facts and circumstances narrated above, we hold that the plaintiff/appellee failed to established sufficiently title to the property in question, that the instrument of conveyance from the Republic to plaintiff grandfather showed serious flaws and inconsistencies as not to convey title, and that the attending circumstances of the case evidenced serious perpetration of fraud as to render the plaintiff's! appellee's title deed questionable and lacking the legal validity; and that the plaintiff, not having legal title to the property, was therefore not entitled to an award in his favor, given by the jury and confirmed by the trial judge.

Accordingly, we hold that the jury verdict was unwarranted and not supported by the evidence, and it should not have been confirmed by the trial court. The verdict is therefore reversed, the same as we herewith reverse the judgment of the trial court which confirmed the said verdict. We hold further that from the entire evidence produced by the parties in the trial court, the defendants/appellants showed a far superior title to the property, fully vested in them, by law and equity, and by deed and the statute of limitations, and are therefore entitled to the said property. Hence, they should be placed in full possession of the property and the plaintiff/appellee forthwith evicted and ejected therefrom.

The Clerk is hereby accordingly directed to send a mandate to the trial court ordering the judge presiding therein to resume jurisdiction over the case and proceed in consonance with law and the decision made herein, including placing the defendants/appellants in full possession of the property, subject of these ejectment proceedings. Costs are assessed against the plaintiff/appellee. AND IT IS HEREBY SO ORDERED.

COUNSELLORS B. MULBAH TOGBAH AND SYLVESTER D. RENNIE OF THE COOPER AND TOGBAH LAW OFFICES APPEARED FOR THE APPELLANTS. COUNSELLOR NYENATI TUAN APPEARED FOR THE APPELLEES.