**J. Milton Teahjay** of the City of Greenville, Sinoe County, Republic of Liberia,Appellant Versus **His Honor Albert C. Dweh,** Resident Circuit Judge, Sinoe County and **Ophelia Brown**, Attorney-In-Fact For her Grand Mother **Rose Mitchell-Brown,** of the Republic of Liberia, Appellees

**LRSC 3**

APPEAL

Heard: July 10, 2013 Delivered: January 10, 2014

Mr. Justice Ja'neh delivered the opinion of the Court.

One hundred eighteen (118) years ago in 1895, our Nation's Highest Tribunal of Justice, in the case: Reeves v. Hyder, recorded in1 LLR 271, text at page 271, decided a land title contest. In that case, the Supreme Court of Liberia affirmed, as settled law, two recognized methods for the acquisition of title to land in Liberia. The two methods, also universally accepted, are descent and purchase. We note here that although the Reeves case, cited above, was adjudicated by the Supreme Court of Liberia forty-eight (48) years after Liberia declared itself as an independent nation state, that enunciated principle of law governing the methods by which a person may properly acquire title in fee simple to real estate in Liberia, applies today as it did yesterday.

Further exercising its authority as the ultimate pronouncer of what the law is in this jurisdiction, the Supreme Court of Liberia has also recognized and incorporated adverse possession as another legally recognized means of acquiring title to land in Liberia. Birch v. Quinn, 1 LLR 309 (1879); Page et al. v. Harland et al., 1 LLR 463 (1906); Couwenhoven v. Beck and Beck, 2 LLR 364, 368 (1920); Badio and Ammons-Webster et al. v. Lartson and Walker 33 LLR 125,131 (1985).

In Couwenhoven, cited hereinabove, this Court justified the recognition of title under adverse possession on the basis of what the final arbiter of justice of this country termed as natural justice and upon sound reason and common sense. However, in order to successfully plead and benefit under the legal principle of adverse possession in bar to a suit in ejectment, three essential elements must be established by the pleader:

(1) He must prove that he, or he and those under whom he claimed title, had open and undisturbed possession of the property in dispute for twenty years consecutively.

(2) That he held adverse to the title of the plaintiff [the person seeking to eject him from the land] and to those in privity with him when necessary.

(3) He must establish substantially that neither plaintiff, nor those under whom he claims, was under any legal disability to bring suit during any part of the period [of twenty consecutive years] since the cause of action accrued and the statute began to run. [Our Emphasis]. ld., at 368.

Currently, the application of adverse possession as a principle of law has been further strengthened by statute. Section 2.12 (2) of the Civil Procedure Law, title I, Liberian Code of Laws Revised, speaks the following language:

An action to redeem 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. [Our Emphasis].

This takes us to the title contest prompting the appeal proceedings this Court is now seized of. The events out of which these appeal proceedings grew, as certified in the transmitted records reveal that on March 5, 2010, during the February Term, 2010 of the Third Judicial Circuit Court, Sinoe County, appellee, plaintiff in the court below, Miss Ophelia Brown, instituted an ejectment action against the defendant, J. Milton Teahjay, appellant in these appeal proceedings. Appellee filed the ejectment suit in a representative capacity, (Attorney-In-Fact), for and on behalf of Rose Mitchell Benson.

In a three-count complaint, appellee alleged that appellant, without any legal justification whatsoever, entered on appellee's one and one half (1%) lots of land, lying and situated at Robert and Johnston Streets intersection, in Greenville City, Sinoe County. She complained that appellant cleared the said parcel of land and started construction thereon, totally disregarding appellee's repeated verbal warnings to him to desist. She further claimed that appellant also disobeyed the trial court's orders which directed that appellant halt all activities on the land until the adjudication of said case". Appellee therefore prayed the court to have appellant evicted, ousted and ejected from the premises and to place appellee/plaintiff in possession of her property. Appellee further requested the trial court to order appellant to pay her the cost of court and all related expenses of the proceedings.

The records further reveal that appellee withdrew the March 5, 2010 complaint, as summarized hereinabove, and filed an amended complaint containing four (4) counts. The amended complaint not only reiterated the claims heretofore made, but reemphasized that appellant intact completely disregarded appellee's repeated verbal warnings to him to stop all activities on the disputed land but that he intact proceeded to cut down valuable trees thereon and defiantly accelerated construction activities in the face of the court's injunctive orders. Appellee prayed this time that appellant not only be evicted, ousted and ejected from the premises but also be directed by the court to pay the amount of One Hundred Thousand United States dollars (USD$100,000.00) to appellee as general damages for the wrong done to her.

The appellant, in his amended answer, denied appellee's lawful ownership of the land in dispute. In his response, appellant intact launched a vigorous attack on the validity of the certified copy of the deed appellee relied upon, alleging that the title instrument proffered by appellee was obtained under the cover of darkness. Appellant also requested the court to dismiss the amended complaint on the ground that section 9.10 (b) of the Civil Procedure Law regulating the filing of an amended complaint, was violated when the appellee 'willfully failed to pay the accrue costs' to the appellant/defendant.

The appellant insisted that the appellee's violation of the governing statute had rendered the case dismissible: hence, the suit should not be countenanced by the trial court.

We note here that upon citation duly served on counsels for the parties, counsel for appellant failed to appear for hearing of the motion. Appellee's counsel thereupon moved the court to dismiss the motion

invoking section 10.7, Civil Procedure Law. The judge granted appellee's application and appellant's motion was therefore dismissed. Section 10.7, as cited, provides: If the party making a motion fails to appear, the motion shall be denied provided the motion papers are submitted to the court. If a party does not appear to oppose a motion or fails to furnish the papers demanded on due notice, the motion shall be granted on proof of due service of the notice and required papers. [Emphasis Supplied].

Further, the appellant vigorously defended his ownership of the property and admitted constructing a dwelling house on the subject land because, according to him, the said land belongs to him. The appellant, in support of his title claim, gave notice to the court that he will produce copy of his deed during the trial. The appellant also prayed the court to dismiss the appellee's request for US100, 000.00 (One Hundred Thousand United States dollars) as general damages for wrongful withholding, not only for reason that the amount was speculative and self-serving in character, but also because the appellant could not logically occupy his own property wrongfully.

Additionally, the appellant, in the amended answer, forcefully contested the legal propriety and sufficiency of the ejectment suit filed by Attorney Nathaniel F. Segbe. The amended answer attacked Attorney Segbe, the man who filed appellee's complaint, as a non- lawyer. The appellant contended that the filing of appellee's amended complaint by person not licensed to practice law in this jurisdiction violated the clear mandate of the statute restricting the filing of pleadings in Liberian courts to attorneys at law who are duly licensed to practice law. In the face of the alleged fundamental violation, according to appellant, the trial court should dismiss appellee's complaint in its entirety as a matter of law.

The appellee/plaintiff's reply reiterated the substantial averments contained in the amended complaint. The reply challenged the truthfulness of the averments contained in the appellant's amended answer to warrant the dismissal of the amended complaint. As to the appellant's specific attack on the legal competence of Attorney Nathaniel F. Segbe to file pleadings for and on behalf of the appellee, the appellee submitted that the legal status of Attorney Nathaniel F. Segbe was confirmed in the March 18, 2011 ruling entered by the trial judge upon the records of court. Appellant's counsel not having excepted to the said ruling on Attorney Segbe's legal status, at the time the ruling was entered, rendered appellant's current challenge in respect to Attorney Segbe's status legally misplaced and untenable.

The appellee's reply also re-confirmed the averments set forth in the amended complaint and reiterated that Rose Mitchell-Benson acquired one and one half (1%) plots of prime land as fully described in appellee/plaintiff's amended complaint from Samuel A. Mitchell, Sr. of Greenville City, Sinoe County; that the appellant, without any color of right, and without any fear of God whatsoever, moved on the appellee's property, committed mischief thereon by removing appellee's cornerstones, digging foundation and constructing thereon a structure, all in violation of the trial court's numerous orders. Appellee requested the court to take judicial notice of the case file and appellant's exhibits attached to the amended complaint. The appellee also said that because of the appellant's blatant and outrageous disregard of the numerous court's orders, his continuous encroachment upon appellee's land, his lawlessness illustrated in his destruction of live trees, crops, flowers and family legacies on the land, the appellee sustained damages. The appellee therefore reiterated her prayer that the court, in addition to

ousting and ejecting appellant, should award appellee general damages of US$100,000.00, an amount she believed to be appropriate in the light and circumstances attending to the ejectment action. Pleadings then rested.

The records certified to this Court further reveal that when the trial court convened for the purpose of disposition of the law issues, His Honor Albert C. Dweh, Resident Circuit Judge presiding, determined that the ejectment cause presented mixed issues of law and fact and therefore ruled the case to trial by jury. Consistent therewith, a regular jury trial was conducted. Witnesses were called by the parties in support of their respective positions. These witnesses testified, were cross-examined, redirected and subsequently discharged with the thanks of court. Evidentiary instruments were presented by the parties, testified to, identified, confirmed, reconfirmed and admitted into evidence. Later in this Opinion, we shall examine the evidence, oral and documentary, presented by the parties during the trial.

When the parties rested evidence, the trial judge charged the jury and all evidentiary instruments admitted during the trial were made available to the jury for their consideration.

The jury thereafter retired, deliberated on the matter and returned a unanimous verdict of liable against the appellant/defendant, J. Milton Teahjay.

Not being satisfied with the verdict, appellant's counsel filed a seven-count motion for a new trial. The motion was resisted by counsel for the appellee, argued and denied by the court. By a ruling dated March 22, 2012, Judge Albert C. Dweh, Sr., confirmed the jury verdict and decreed that appellant be evicted, ejected and ousted from the disputed property. Judge Dweh, now of sainted memory, in his Final Judgment of March 22, 2010, said, inter alia:

The empanelled jury having returned a unanimous verdict of liable of the defendant to the plaintiff and the verdict having conformed to the evidence adduced by the plaintiff, the court is convinced to confirm the unanimous verdict and said verdict is hereby confirmed.

The defendant is hereby ordered to be evicted from the said property, having ignored the court's order of Preliminary Injunction and plaintiff [ordered] placed in possession of said property. Costs and expenses of court [are] ruled against defendant .

The clerk of the Honorable court is hereby ordered to prepare a Writ of Possession and place the Plaintiff in possession of the disputed land, located in Roberts and Johnstone Streets, Greenville City, Sinoe County, Republic of Liberia .

Appellant appealed this final judgment and in furtherance thereof has presented before this Court a bill of exceptions setting forth twenty five (25) assignments of error.

This Court, upon close review of the bill of exceptions, has observed that the twenty five assignments of error presented by appellant are essentially repetitive. In fair and equitable disposition of this appeal, we will consider counts one (1), two (2), twenty three (23), twenty four (24) and twenty five (25), which we have determined to be sufficient in capturing the reversible errors appellant claimed were committed by the trial judge.

To aid us in this process, we propose to determine together certain counts of the bill of exceptions, not in numeral sequence, but in a logical order especially where those counts seem mutually

reinforcing. This approach, in our opinion, would give this Court a more rational basis to deal with the claims of errors appellant alleged led to the adverse judgment against him.

Counsel for the appellant argued with great zeal before this Bench, pointing reversible errors he accused the trial court of committing.

His contentions as argued before us seeking to overturn the trial court's final judgment, beg substantially the following questions:

1. Whether the appellee/plaintiff in this ejectment action produced proof contemplated by the law to warrant a judgment in her favor?

2. Was the ruling entered by the trial court awarding appellee the amount of US$100,000.00 (One Hundred Thousand United States dollars) as general damages, justified under the facts of this case and the laws applicable thereto?

Following the path proposed in disposing of the issues before us, we will now consider counts 1 (one), two (2) and twenty three (23) as we deal with the issue whether the party plaintiff in this action produced evidence the law insists upon to warrant a judgment in her favor.

We revert to the transmitted records. Appellant has vehemently contended that the appellee failed to present adequate evidence of title, without which a judgment in plaintiff's favor in ejectment action would constitute reversible error. In count one (1) of the bill of exceptions, appellant submitted as follows:

1.That Your Honor erred when you ruled and placed a mark of identification on the instruments produced by appellee/plaintiff on ground that under our law, practice and procedures, documents testified to and identified by the witness on the stand should be marked by court over the objection of the appellant/defendant counsel that the certified copy is not the best evidence in the face of the Co-appellee's testimony while on the witness stand that she was given the transferred deed to the said piece of property which said transferred deed serves as the best evidence. See sheet 7 of the 32nd day of sitting, August Term of Court, A.D. 2011 which falls on September 16, 2011;

He also submitted in count two (2), as follows:

2.That your Honor erred when you ruled that it is a strange practice for the plaintiff to produce the Mother Deed from which the said piece of property was transferred to Rose Mitchell, plaintiff's principal, since Rose Mitchell's own title deed is reported lost. See sheet 8, 32nd day sitting, August term of court, 2011 which fell on September 16, 2011.

Further attacking the sufficiency of the evidence appellee introduced, appellant, in count twenty three (23), argued as follows:

23.That Your Honor erred when you ruled and denied appellant/movant counsel motion for new trial even though the verdict is grossly inconsistent to the weight of evidence produced in the case.

This Court, without probing into the facts and the evidence, is in full concurrence with the principle stated by the appellant that a plaintiff in an ejectment suit is awarded judgment solely on the strength of his own title. In an ejectment suit, the law forbids rendition of a judgment in favor of the party

plaintiff on account of its ability to illustrate the blemishes, imperfections, defects and deficiencies in the title of the party defendant. White v. Steel, 2 LLR 22 (1909); Miller v. McClain, 12 LLR 356 (1956); Neal v. Kandakai, 17 LLR 590, 596 (1966); Tay v. Tay 18 LLR 310, 315 (1968); Jackson et al. v. Mason,24 LLR 97, 110 (1975); Cooper v. Gissie et al., 28 L LR 202,210 (1979); The United Methodist Church and Consolidated African Trading Corporation v Cooper et al., 40 LLR 449, 458 (2001).

It is a mandatory requirement and an articulated legal principle found in numerous Opinions of this Court that a plaintiff in every action of ejectment must recover on the strength of his own title and not upon the weakness of the defendant's title. This principle has been unswervingly applied in the disposition of ejectment suits from the establishment of Liberia's court system. Bingham v. Oliver, 1 LLR 47, 49 (1870); Couwenhoven v. Beck, 2 LLR 364 (1920); William et al. v. Karnga, et al., 3 LL R 234 (1931).

In Duncan v. Perry, 13 LLR 510, (1960), this long held principle was further re-articulated by the Supreme Court. The Supreme Court said:

"The primary objective in suits of ejectment is to test the strength of the titles of the parties, and to award possession of the property in dispute to that party whose chain of title is so strong as to effectively negate h i s adversary's right of recovery. In all such cases the plaintiff's right of possession must not depend upon the insufficiency or inadequacy of his adversary's claim; he must be entitled to possession of the property upon legal foundations so firm as to admit of no doubt of his ownership of the particular tract of land in dispute. [Our Emphasis]. ld. 515.

These laws have consistently guided adjudication of ejectment suits in our jurisdiction. Thus, in the counts quoted herein from the bill of exceptions, it is appellant's contention that appellee did not prove title to the disputed property as required by law. If the appellant's allegation is true that the records before this Court are void of preponderance of the evidence required to support a judgment in favor of appellee, then a sufficient legal ground would exist to compel a reversal of the said final judgment. This Court must therefore review and consider all the evidence presented by the appellee which formed the basis of the jury's verdict upon which the trial court based its judgment awarding the appellee possession of the disputed property.

Our review of the records certified to this Court indicates that three witnesses testified during trial in appellee's favor. The plaintiff/appellee, Ophelia Brown, first took the stand and testified on her own behalf. Her testimony is substantially quoted as follows:

This case started on the 31st day of October, 2009, when I came to Sinoe on the Steering Committee of the birthday celebration of the President of the Republic of Liberia. After a successful program as well as the induction of the Superintendent, J. Milton Teahjay, he [Superintendent Teahjay] and others came to thank us. The Superintendent held me by the hand and asked me about a piece of land situated at the intersection of Johnstone and Robert Streets. The Superintendent said that he had earlier asked senior citizens of Sinoe about the ownership who referred him to Mr. A.B. Browne. But Mr. Browne told him [the Superintendent] that the land is owned by my grandmother, Rose Mitchell Benson. So Superintendent Teahjay asked me that as the land is owned by my family whether I will please let him have that piece of land to buy or lease. My reply was no, for the simple reason that it was a family property and I alone was not clothed with the authority to sell or

lease it. All this interaction took place in the yard of Mr. Samuel A. Ross, Sr., where I was stopping during the visit.

I left Greenville the next day for Monrovia. Two months thereafter, I got information that Superintendent Teahjay was cutting the trees in the yard and digging the pillars of the old frame house.I called Mr. Teahjay and told him that I [am hearing] that he was cutting the trees and digging the pillars of my Grandmother's property old frame house.Mr. Teahjay replied telling me to call Mr. Samuel Ross and ask him. I called Mr. Ross and asked him the reason why Mr. Teahjay was cutting the trees on my Grandmother's property. Mr. Ross said that he and Mr. Teahjay discussed about another piece of land, and not the land of my Grandmother. I again telephoned Mr Teahjay and told him exactly what Mr. Ross had told me. I pleaded with Mr. Teahjay to please stop. I also advised him to conduct his own investigation in Sinoe by asking senior citizens of the county regarding ownership of that land. I also told Mr. Teahjay that if he had given any money to Mr. Ross he should retrieve that money because the land in question was not for sale. This was in December, 2009. In January, I discovered that Mr. Teahjay was still cutting the trees on the land.

Fortunately for me, on the fourth working day of January, 2010, I met with Mr. Teahjay personally. We sat on the grounds of the Capitol Building and I explained to him in detail how my grandmother got that land; that there was where I used to stay; that it was where /lived as I attended the United Methodist school when Mr. Samuel A. Ross served as the principal. I also told Mr. Teahjay that it was on that land I was actually born, where I grew up in Sinoe and also attended the St. Joseph and Parish High School. I further pleaded with the Superintendent to please stop what he was doing on my family properties. It was a lengthy discussion. Mr. Teahjay's reply to me was simply that he will get to Mr. Ross and get back to me.

In February, 2010, Mr. Teahjay started the activity again. I could not stand it anymore so I came to Sinoe and filed the complaint in court. Since February, 2010, we have been up and down in this case. The court asked us to produce document in this matter, warning Teahjay and me. I produced my document. Mr. Teahjay asked for time which was given to him. Later, the court asked for resurvey of the land. I contacted the county land surveyor, Mr. Edwin Boakai, to resurvey the land. We did and went thru the court. Again, Mr. Teahjay still could not produce his document. He asked for time over and over and yet could not produce his document. The court placed first injunction on that place and asked me to plant my comer stone while the injunction was in place. The comer stones were planted but were dug out. The court placed another injunction on the land and asked that both of us keep out of the land pending the court's decision. With the injunction in place, the court ordered the sheriff that any one seen on the land should be arrested. But according to the sheriff, the court was not fully capacitated with man power to stop and drive the people that Mr. Teahjay carried on the land. So the multitude of persons Mr. Teahjay took on the land started the digging of the foundation while electricity was being supplied from Cellcom to the land to facilitate the day and night construction. Nobody could stop Mr. Teahjay. I was castigated, I was abused and all of insults were rained on me by Mr. Teahjay. Mr. Teahjay maintained that the land was not mine and no one will stop him. I went all around telling people to let Mr. Teahjay know what he was doing was wrong; but no one could stop him. I further complained to the Legislative Caucus of Sinoe, Chief Justice of Liberia Johnnie N. Lewis and other close friends to persuade Mr. Teahjay to stop, but he flagrantly disregarded any such plea or advice. I then decided to write the government thru the Justice Ministry complaining Mr. Teahjay's conduct. The Justice Ministry

set up an investigating team and sent them to Sinoe to do their own investigation about that land. When the team arrived in Sinoe, I was contacted by a team of lawyers to hear my side of the story. The team gathered the facts by talking to Mr. Samuel Ross and other people of Sinoe who confirmed my grandmother's ownership of the land. The report of the team's findings was sent to the Justice Minister but to no avail.

Meanwhile, the case was still proceeding in court. Mr. Teahjay's counsel kept stopping the case by asking for time. Also sometimes back in May this year, I got a telephone call from Mr. John Lu Harris who informed me that Mr. Teahjay wanted a number of persons to go to Monrovia to meet with me. I told him I was on my way to Sinoe. When I got to Sinoe that evening, I met Mr. John Lu Harris along with Mr. Hilary Harmon, Rev. Daniel Myers, Mr. A. B. Brown and the advisor to Superintendent Teahjay. The group told me that Mr. Teahjay invited them to a meeting two days before I got in Sinoe to have them acquainted with a piece of land issue that is between a daughter of Sinoe and he, Milton Teahjay; that he asked them to come to plead with me; that he did not have any case; that he did not have any document from Mr. Ross whom he had claimed gave him the land; Mr. Ross at the time, had not signed any deed; that the committee should meet with me; that he had realized that the land belongs to my family and that he was sorry for the inconvenience he caused me. I told the people that it was too late. I told them that I spent my time, efforts and my resources in prosecuting the case; that I was embarrassed and disgraced by Mr. Teahjay and others; so let the court decide the case because enough is enough. Many high officials of the Liberian Government intervened to help resolve this case to no avail. They all asked me if it was possible to settle out of court to avoid embarrassment. I told all of them that only the court would bring justice in this case because my rights were violated by the Superintendent. They all said that they respected my decision and prayed that we should find a way out.

During direct examination, the witness testified to and identified two instruments. The first instrument was the power of attorney executed on February 26, 2010 by the witness' principal and grandmother, Rose Mitchell Benson. It was notarized on the same date, February 26, 2010. The second instrument to which appellee testified and identified was the certified copy of her principal's deed. The witness informed the court and jury that the original copy of the deed was lost during Liberia's violent conflict and as a result, she obtained a certified copy of the deed from the Ministry of Foreign Affairs. On its face, the certified copy presented indicated that a parcel of land containing one and one half lots of land with "buildings thereon" was transferred to Rose Michelle Benson in 1955, more than fifty years prior to the institution of this ejectment action in 2010. The warranty deed describes the metes and bounds of the property as:

commencing at the southwestern comer of portion of lot #696 and running thence on magnetic bearings and distances:- North 12* East 99.0 feet to a point; thence running south 78* East 165.0 feet to a point; thence running 12 *west 99.0 feet to a point; and thence running North #8* west; 165.0 feet parallel with said portion of lot #696" to the place of commencement and containing 1112 lots acres of land and no more.

Further examination of the certified copy reveals that appellee's deed was duly probated as far back as April 29, 1957, under the gavel of His Honor Roderick N. Lewis, same having been ordered registered by the said judge of the Monthly and Probate Court. Both the power of attorney issued

by Rose Micthell Benson to Ophelia Brown as well as the certified copy of appellee/plaintiff's deed, issued by Ministry of Foreign Affairs, under the signature Krubo B. Kollie, Deputy Minister/Legal Counsel, were admitted into evidence by the trial court.

Appellee's second witness was Stanley S. Carter. He introduced himself as a resident of Greenville who earlier lived in a zinc house belonging to appellee, and situated on the disputed land located at Johnstone and Robert Streets intersection. He explained that around the end of 2006, a vehicle accidentally entered the zinc house in which he lived and dismantled it altogether. We herewith quote below Witness Carter's testimony in chief:

The land we are talking about is where we used to have the old Congoe building. That building was destroyed during the war but the pillars were still standing. After the war destroyed the building, a zinc shop was put there which I was using as a shop and living place as the family asked me to take care of the place. While I was there, going to school, I was living on the two bread fruit and the plum tree. Later, Milton Teahjay sent the former CEO, Sampson Clark, with power saw to cut down the trees. When they were felling the trees, I went there and asked, the former CEO told me that Milton Teahjay mandated him to clean up the City of Greenville.

The only thing I told him was that those were the trees that I was living on. I also said to Mr. Sampson that the land has owner. Two weeks after felling the trees, I saw a group of women and men digging up the stump; some were using the eight pound hammer to break the concrete pillars. I said to the group: my people, according to Sampson Clark, the Superintendent said they were cleaning the city but now some of you are cleaning grass while others are hauling crushed rocks and concrete bricks. So I informed the family and they came to court.

The court decided to put stop to both parties. The Judge sent Sheriff for the very first time. Miss Ophelia Brown came and visited the spot and wanted to put something up immediately. But the court put a stop to us. But again on the following day, Milton Teahjay's people were still working, using the street, Robert Street as concrete board. They rented a line from the Cellcom tower to get electricity to work day and night. Overnight, the group burst the cornerstones that were planted. We put the pieces in a car and took them to the police station. We were mandated by the court to replant the cornerstones; we did and again the Teahjay's group broke them. In that process, Milton Teahjay's security, Patrick Sarh, who was known and called protection one, while working in the night, I was passing and he said to me: "Ehn your say your have deed for this property?" I said to him you do not know what you are doing. From our conversation we jumped into a fist fight. He and some of his boys flogged me fine and took me to the police station and told the police to jail me. Later, the chief of operations, Dokie Doe, came and asked me. After I explained, he said there was no magnitude in the matter and therefore allowed me to go home. He said that this place is not a dump site where you can grab anyone and dump him/her. I know the old lady gave Power of Attorney for this place to Miss Ophelia Brown to have the supreme power over the property. I know the mother deed of the place was missing during the war. So when we came from the war, we went to the Archives at the Foreign Affairs Ministry and obtained a certified copy of the deed to replace the lost original copy. The Archives gave the certified copy to Ophelia Brown.

Mr. Abraham B. Brown was appellee's third witness. He testified in chief that the property in question belonged to Madam Rose Mitchell Benson, who, being advanced in age and unable to run

around, executed a power of attorney in favor of her grandchild, Miss Ophelia Brown, authorizing her to take charge of her (Rose Mitchell Benson's) property. As to how the property became a subject of dispute, having been owned and held for several decades by Rose Mitchell Benson, the witness narrated that it was one day in 2009, around midday that he, as caretaker, was sitting home in apartment one in the compound of the late Vice President James E. Green, situated in Congo Town, Greenville. While sitting there, he said that he surprisingly saw Mr. J. Milton Teahjay coming into the yard accompanied by his County Inspector, Mr. Augustine G. Swen. Mr. Teahjay announced himself as his (witness') guest and said that he was interested in the piece of lot which belonged to Rose Mitchell Benson. He told the court and jury that Superintendent Teahjay told him that many people in the county had advised him to contact the witness as he would be the best person regarding how to go about getting the property. The witness said that he told Superintendent Teahjay that while this was true, he wanted to be clear that the land was not his property. He claimed to have told the Superintendent that he was aware that the owner was neither selling nor leasing the land as she had plans to develop it shortly. The witness said that he in any case encouraged Mr. Teahjay to talk to the owner. According to the witness, Mr. Teahjay expressed his intention to buy that piece of land as he wanted to build his house thereon. The Superintendent, the witness told the court, asked to be directed to family members of the property owner. He informed the Superintendent that all the family members were in Monrovia including the old lady and her grandchild. At that point, Superintendent Teahjay promised to find them. During the same period, the witness said, the President decided to celebrate her birthday in Greenville. A group of women coming from Monrovia to help with the preparation of the President's visit included Miss Ophelia Brown, the person authorized to oversee the property. Ophelia, the witness said, later contacted him and related the substance of the conversation she had with Mr. Teahjay. She said that Mr. Teahjay contacted her and similarly requested to buy the land. But again Miss Ophelia said that she told Mr. Teahjay that the land was not for sale as there were plans to develop it. We now quote what the witness said happened:

But to my utmost surprise, while sitting home one day, I saw a group of women with holes in their hands cleaning the land. I asked them what they were doing on the land. They responded that Mr. Teahjay had sent them to clean it up. They later brought in crushed rocks and power saw and started cutting down the trees including plum trees and breadfruit trees. I met Mr. Sampson Clarke with two-man power cutting the trees down. When I asked him why he was cutting down the trees, he said that he was acting on the orders of Mr. Teahjay. So I called Ophelia right away and told her what I was told. Miss Ophelia talked directly to Mr. Clarke [on the phone] who again said that he was ordered by Superintendent Teahjay to cut down the trees. I then left the scene and went home. Later on, Miss Ophelia instituted this law suit.

This is the sum total of the evidence appellee deposed at the trial. As we had indicated earlier in this Opinion, we will now review this evidence to determine whether it substantiated the appellee's claim of title to the one and one half lots of land lying and situated at the intersection of Johnstone and Robert Streets, Greenville, Sinoe County. Appellant has firmly taken the position that no such evidence was presented by the appellee.

A critical examination of the evidence however indicates otherwise. The evidence presented by the appellee firstly traces her title to a Mr. Samuel A. Mitchell, Sr., of Greenville, Sinoe County, from

whom appellee acquired said land by means of a lawful purchase. The evidence further shows that an amount certain was paid for the property in acknowledgement of which Mr. Samuel A. Mitchell, Sr., appellee's grantor, on December 18, 1955, duly executed a deed in said appellee's favor. Following execution of the said title instrument in favor of appellee, the deed was probated and registered in fulfillment of the requirement of the law, thereby completing the transfer of title and vesting conclusive legal ownership of the deeded property in Rose Mitchell, appellee's principal. Also we must say that from the evidence introduced by both parties, there was no showing that Mr. Samuel A. Mitchell's legitimate ownership of the property, prior, and subsequent to the sale and transfer of title to appellee in 1955 had ever been a subject of dispute. Based on a preponderance of the evidence, both documentary and sworn oral testimonies, it can therefore safely be concluded that as of its purchase from Mr. Samuel A. Mitchell, Sr., and the execution of a deed in appellee's name in 1955, title to the one and one half lots of land situated at the intersection of Johnstone and Robert streets in Greenville City, described and set forth in appellee's title instrument, has remained exclusively lodged in Rose Mitchell, the appellee's principal.

Notwithstanding this incontrovertible evidence, appellant, not only is in denial, but has also robustly contended that the final judgment rendered by the trial court confirming the jury verdict and awarding the disputed property to appellee was unsupported by the evidence. Both in the brief submitted and during appearance before this Bench, counsel for appellant vigorously attacked the legal sufficiency of appellee's deed. According to counsel, the deed relied on by the appellee as primary instrument of title to support her claim failed to satisfy the legal requirement the Supreme Court of Liberia has consistently upheld and applied in the adjudication of ejectment suits; that is, that a party plaintiff in an ejectment suit must produce such proof as to abate any adverse claims to the disputed property. We observe as noteworthy that establishing firm title is of the most critical essence to recovery by a party plaintiff in every ejectment suit. Reeves v. Hyder, I LLR 271 (1895); Cooper v. Davis, 27 LLR 310, 317 (1978). Such a proof is essential to abating any adverse claims.

Along this line, it is the further contention of appellant's counsel that the name inscribed on the face of the deed proferted and relied upon by the appellee is entirely different from the name of appellee's principal. Counsel for the appellant has argued that on careful scrutiny, counsel observed that the deed appellee presented during trial and relied upon to institute the ejectment action showed that Mr. Samuel A. Mitchell in fact executed an instrument of title in favor of a person by the name of Rose Mitchell. But the ejectment suit now a subject of these appeal proceedings was commenced by the appellee, Ophelia Brown based on a power of attorney executed by her principal, named in the power of attorney as "Rose Mitchell Benson". The deed presented as proof of title being in the name of Rose Mitchell, and not Rose Mitchell Benson, as the power of attorney illustrated, appellee cannot be said to have firmly anchored its title in any grantor to declare her title superior to that of the party defendant's.

Counsel for appellant, in supporting this argument, has cited and relied on Duncan v. Cornormia, 42 LLR 309 (2004). Appellant's lawyer has strongly urged this Court to apply to the instant case the principle of law enunciated in Duncan and upheld in numerous ejectment matters.

A review of the cited ejectment case shows that the appellee/defendant's title instrument was cancelled by its grantor, the Republic of Liberia. The annulment of appellee/defendant's deed in the

Duncan case rendered the grantee and party defendant unarguably and incontrovertibly stripped of any real defense in the ejectment suit. Mr. Justice Francis S. Korkpor, Sr., delivered the Opinion of this Court without dissent in the Duncan case. On that issue, Mr. Justice Korkpor said:

'The chain in a claim of title must be firmly linked and anchored to the grantor's title to make the grantee's title superior. It follows, therefore, that where an important link in the chain of title is broken as in the instant case, where the title of the defendant/appellee's grantor is cancelled by Court, the defendant/appellee is in effect rendered without title. And where only one party has presented title, and the title [instrument] presented by the other party has been nullified by Court, ejectment will not lie." [Emphasis Supplied]. ld. 318.

We herewith reaffirm the principle of law enunciated in the Duncan case which counsel for appellant not only relied upon but also has urged this Court to be guided by in the disposition of the case at bar. Notwithstanding our affirmation of that legal principle, we decline to sustain the appellant's contention for reason that the facts informing the Duncan case clearly are not analogous to those of the instant case. The facts narrated in Duncan are distinguishable from those of the case at bar, thereby making the application of the principle articulated in Duncan inapplicable to the latter.

In the instant case, the appellee presented a certified copy of a deed which was duly executed by one Samuel A. Mitchell, appellee's grantor. It is significant to remark here that throughout the trial, there was no showing that the title instrument of appellee's grantor was disputed, questioned or nullified or that its sufficiency was ever controverted from 1955, when title was conveyed by Samuel A. Mitchell to appellee's principal, Rose Mitchell. Also worth noting is that for more than fifty (50) years from 1955, appellee occupied and enjoyed this property in perfect quietude until 2009, when the appellant started his illegal occupation of the disputed property, an action prompting the filing of the ejectment action now the subject of these appeal proceedings. Evidently, there being no question raised in respect of title of appellee's grantor, the principle in the Duncan case, in which the grantor in fact nullified the deed of its grantee, the defendant, effectively rendering said defendant without any color of title, cannot be an applicable principle of law to the facts in the case before us.

Further, counsel for appellant challenged the sufficiency and competence of the evidence introduced by the appellee to warrant a judgment in her favor. Counsel contended that the title instrument pleaded by the appellee bears the name "Rose Mitchell", as grantee, whereas, the power of attorney Miss Ophelia Brown relied on to commenced this ejectment action was executed by "Rose Mitchell Benson". Conveyance of title of the disputed land was therefore made by the grantor, Mr. Samuel A. Mitchell, to "Rose Mitchell" as evidenced by the confirmed deed and not "Rose Mitchell Benson", upon whose authority the ejectment action was commenced. Under these circumstances, appellee woefully failed, according to appellant's counsel, to satisfy the required proof of title to entitle her to judgment in an ejectment suit.

This contention is entirely flawed and misguided. It is an indisputable fact, supported overwhelmingly by the records certified to this Court that at the time Mr. Samuel A. Mitchell conveyed title as evidenced by the execution of a deed in 1955 to Rose Mitchell, the grantee was not married. That being the case, it would seem proper that the deed be executed in her maiden

name as Rose Mitchell. It was also not challenged that Rose Mitchell subsequently married, took on her husband's surname and became Rose Mitchell Benson, thereafter.

As it is a constitutional right guaranteed under Article 22 (a) of the Liberian Constitution (1986), exercisable by every qualified and competent citizen of Liberia, to acquire real property in his individual name or in association. Consistent therewith, we hold that the prior conveyance of property to the appellee in her maiden name as Rose Mitchell, in no way legally affects her fee simple, as counsel for appellant has erroneously suggested.

It is even more instructive to mention here that the Supreme Court of Liberia in fact has addressed the issue of a woman purchasing real property in her maiden name as an individual person, though married at the time. Speaking for the Court to that issue, Madam Chief Justice Gloria Musu Scott indicated that a married woman bears the name of her husband, and, borrowing her words, "as a matter of preference and style and it does not affect the right of a woman to own property in her maiden name while married." Barclay v. Digen, 39 LLR 774, 787 (1999). Relying on Article 22 (a) and Article 23 (a) of the Liberian Constitution, (1986), as well as the revised Domestic Relations Law of Liberia, the Supreme Court of Liberia held that the purchase of property by a woman during her matrimony and also to control and alienate said property as a constitutional right. ld. 787.

We, therefore, hold that the title vested in the appellee in her maiden name, Rose Mitchell, does not diminish, alter or weaken her constitutional and statutory right of ownership to the property on account of marital change of name, from Rose Mitchell to Rose Mitchell-Benson. Appellee's name being hyphenated with "Benson", her husband's surname, provides no legal basis to challenge or question the sufficiency of her title to maintain and recover in an ejectment suit. We have determined that such an argument is not founded on law and same is therefore dismissed.

We equally disagree with assignment of error by appellant's counsel to the judge's ruling admitting appellee's instruments of title into evidence. It is the law in vogue that an instrument presented, identified and testified to at trial and mark ofidentification placed thereon qualifies for admission into evidence and placement thereof before the trial jury for its consideration. Beyslow v. Coleman, 9 LLR 156 (1946); Duncan v. Perry, 13 LLR 510, 515 (1960); Walker v. Morris, 15 LLR 424 (1963); Haider v. Kassas, 20 LLR 324 (1971); Cheng and American International Underwriters (AIU) v. Tokpa, 29 LLR 22, 33 (1981); Saah v. Republic,29 LLR 35, 49 (1981); Tulay v. Salvation Army (Liberia) Inc., 41 LLR 262, 275 (2002). This is an elementary principle of law which has been articulated time and again in a litany of opinions handed down by the Supreme Court of Liberia; hence, there is no need for any further comment. Therefore, the trial judge committed no error when he overruled appellant's objection to the admission into evidence of the evidentiary instruments in question and ordered same submitted to the trial jury. Having been admitted into evidence, those instruments at that point were fit for review and consideration by the trial jury in their deliberation in arriving at a verdict.

The trial jury therefore could legally deliberate upon the said instruments and bring in a verdict as to whether they proved sufficiently the plaintiff's title to the disputed property.

Also in count two (2) of the bill of exceptions, appellant has assigned error to the judge's ruling as follows:

2.That your Honor erred when you ruled that it is a strange practice for the plaintiff to produce the Mother Deed from which the said piece of property was transferred to Rose Mitchell, plaintiff's principal, since Rose Mitchell's own title deed is reported lost. See sheet 8, 32"d day sitting, August term of court, 2011 which fell on September 16, 2011.

During cross examination, the appellee was asked can you remember the mother deed and its whereabouts of the certified copy which you produced to this court?" She answered It is missing. The f o l l o w up question by the appellant, to which the judge sustained objection describing it as strange and foreign to our practice and procedure was this: Ques. By that answer, did you also attach a certified copy of that mother deed which you said is lost? See sheet 8, 32nd day sitting, September 16, 2011 (August term of court, 2011).

The error complained of by appellant in count two (2) of the bill of exceptions for which a motion for new trial, according to him, should have been granted, was the alleged failure by the appellee to produce the mother deed from which said appellee's title was transferred. According to appellant, certified copy of a deed, not being the best evidence in an ejectment action, appellee's failure to produce said original deed of her grantor entitles the appellant to judgment as a matter of law. We note, not only that the appellant cited no legal authority to support this position, we too, notwithstanding our diligent search, have found no legal authority to support appellant's proposition in this respect.

Howbeit, ordinarily, a certified copy of a deed is issued by the appropriate government agency, the Ministry of Foreign Affairs or the Center for National documents and Records. Two important occurrences give rise to issuing certified copy of such instrument: (1) that an application has been made to the agency alleging loss of the instrument original copy with the request for a certified copy thereof; and (2) a request of official information on the status of an instrument, the circumstances under which said instrument was issued as well as the correctness and authenticity thereof.

In a recent case, this Court held:

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."[ Emphasis Supplied]. Watamal et al. v. Keita et al., Supreme Court Opinion, January 4, 2013. Clearly, the court and jury were satisfied with the explanation provided by the appellee in this instance. We therefore decline to sustain any error to this conclusion.

In the face of the substantial evidence presented by the appellee to support her title claim, and ejectment being primarily a contest of titles, appellant felt it incumbent also to defend his possessory right to the disputed property. The records transmitted to us under the seal of court reveal that when the appellee rested evidence, appellant first sought to bring into question the legal propriety and sufficiency of the certified deed presented by appellee as her primary instrument of title, by filing a motion for judgment during trial. Following denial by the court of the motion for judgment during

trial, the appellant, J. Milton Teahjay, took the witness stand and, in his own behalf, testified as quoted below:

I took assignment in Sinoe in November, 2009. Shortly after that, I started to inquire from friends about the prospect of securing a parcel of land to put up my residence. Few names were given to me. Among those was the name of Hon. Samuel Alfred Ross, an eminent citizen of this county. I approach Hon. Ross and he took me to a parcel of land at the intersection of Robert and Johnstone Streets that was sold to me. After the sale, the property was surveyed; my deed was processed, signed by Mr. Ross and probated in the jurisdiction of Sinoe County. And so I proceeded to construct my residence which has [been] completed and in which I intend to move in shortly. And this is all I know.

Samuel A. Ross Ill was appellant/defendant's second witness. Testifying in chief, the witness told the court and jury that that he lived in Greenville, Sinoe County, and, was employed by the judiciary as Special Assistant to then Chief Justice Johnnie N. Lewis. He admitted selling the land in dispute to Appellant J. Milton Teahjay. He said that he issued a deed to appellant as evidence of said be the one he personally affixed on the deed he executed in favor of appellant.

The following questions were posed to Witness Ross during cross examination:

'Que.Mr. Witness, I pass to you the deed that you gave to the defendant. Please confirm or affirm who conveyed this property to the defendant.

Ans.As I said earlier, the land is for my late uncle, Jesse B. Cranshaw. I sold the land to Mr. Teahjay.

Que.Since you [have admitted] conveying the property, Mr. Witness, why is it that the deed did not carry from Samuel Ross to J. Milton Teahjay?

Ans.Reason is very simple. The mother deed carries Jesse B. Cranshaw. Unfortunately during the civil war all of my deeds got missing. So the surveyor who surveyed the land put Jesse there because the mother deed carried Jesse Cranshaw.

Que.Mr. Witness, by that answer, in what capacity did you sign the deed because a dead man's property is conveyed only by administrator or executor?

Ans.I s i g n e d as heir for the late Jesse B.Cranshaw as property descends from [one] generation [to another].

Que.Mr. Witness, since you are heir of the [late] Cranshaw, did Cranshaw leave a will?

Ans.Jesse Cranshaw died since 1926; so whether he left a will or not is not to my knowledge.

Que.Since Cranshaw did not leave a will, Mr. Witness, do you possess any letters of administration from this court?

Ans.As I said earlier, Cranshaw died even before I was born.'

Mr. Christopher Tweh, appellant's third witness, also took the stand and testified. However, an examination of Witness Tweh's testimony deposed at trial bore no general or specific material relevance to the germane issue of title and ownership to the disputed property.

The appellant having rested evidence, it is appropriate to review and analyze the overall evidence he presented during trial to determine the credence to be accorded thereto as well as the inevitable conclusions to be reached considering the overall evidence deposed by both parties in the disposition of this ejectment issue. Our analysis of the appellant's evidence is as follows as follows:

(1) That on its face, the deed reportedly executed on March 29, 2010 by the late Jesse B. Cranshaw, seeking to transfer title in favor of the appellant, is fraught with irregularities:

(a) The ejectment case against the Superintendent and Appellant J. Milton Teahjay, which is on appeal before us, was instituted on March 5, 2010. Testimonies from all the parties indicated that by December, 2009, appellant had effectively taken over the land by cutting the trees and removing all family legacies from said land. It is however observed that the deed appellant presented and relied on to claim the land was executed on March 29, 2010. This means, that assuming arguendo, that the deed in fact was a legitimate title instrument, we have conclude that appellant's takeover of the said land was long before he acquired title to the very property.

(b) he ejectment case against the appellant was instituted, as stated herein, on March 10, 2010. It is mind boggling to note that the deed appellant relied on and presented during trial was executed on March 29, 2010, at least four months after his actual occupancy of the land and almost twenty days after the filing of the ejectment suit against him.

(c)The deed Superintendent Teahjay presented at trial as proof of his title, though was executed on March 29, 2010, it is observed that said title instrument was however probated and registered on August 10, 2011. This means that Appellant Teahjay's purported deed was probated at least sixteen (16) months, or some four hundred ninety (490) days after its execution. It should therefore naturally follow that assuming that said deed was indeed executed on March 29, 2010, its probation and registration sixteen (16) months subsequently would constitute an obtrusive violation of the law regulating the probation and registration of all such instruments. For it is the law in this jurisdiction that every instrument of title to land shall be registered within four months, or in one hundred twenty (120) days after it was duly executed. Chapter 1 of Title 29 (Property Law) governs such transactions. Section 2 under chapter 1 provides, inter alia:

All persons acquiring any interest affecting or relating to real property shall appear in person or by attorney-at-law before the Probate Court for the county or territory in which such real property is situated, or should there be no Probate Court in the area where such real property is situated, then he shall appear before the nearest Probate Court to the area involved, within four months of the date of execution of the instrument, and have the deed, mortgage or other instrument affecting or relating to the real property publicly probated . [Emphasis Ours].

The Supreme Court of Liberia has also spoken on the failure and neglect by a party to probate and register an instrument within the time allotted by law in order to accord same the necessary legal efficacy.

In Cooper v. Brapoh, this Court, commenting on circumstances similar to those before us, where a neglect and failure to probate and register an instrument as required by statute, obtained, stated as follows:

On inspection of the agreement in question, we are satisfied that it was executed on April 1, 1960, and was not probated until June 8, 1963- a period of 3 calendar years and 3 months intervening, and just 6 days before the filing of the cancellation proceedings. It follows that the agreement, not having been probated and registered within the period of 4 months prescribed by law, became void in its entirety and therefore was not a fit instrument for the contingency of a suit because it could have no binding effect upon either of the parties ..." 34-5 (1965). [Our Emphasis].

Relying on the authorities cited, we are obliged to declare here that the deed relied on by the appellant, J. Milton Teahjay, and based upon which he has remained occupant on the property in dispute, same not having been probated and registered within four months as prescribed by law, was voidable. There is absolutely no gainsaying that the deed presented by Appellant Teahjay was clearly in gross breach of this law.

(2). Further reviewing the evidence contained in the records certified to this Court, it must be said that the title instrument appellant relied on was procured through what could objectively and at best be described as questionable circumstances. This is what the deed states in words:

"KNOW ALL MEN BY THESE PRESENTS, That I/We Jesse B. Cranshaw of Greenville City in the County ofSinoeand the Republic of Liberia for and in consideration of the sum of one thousand ($1,000.00 U.S) DOLLARS paid to me by J. Milton Teahjav of the city of Greenville in the County of Sinoe the Republic of Liberia (the receipt whereof is hereby acknowledged) to hereby give, grant, bargain, sell,andconvey untothesaidJ. Milton Teahjav His/her/their heirs and assigns a certain lot parcel of land, with the building(s) there on and all privileges and appurtenances to the same belonging situated in the City of Greenville County of Snoe and Republic of Liberia and bearing the authentic records of said County of Sinoe the number lot# 696 and bounded and described as follows: Commencing at the Northeastern corner of the adjoining "lot # 696"; thence running on magnetic bearings' as follows:- North $78^0$ west, 165.0' feet parallel with said lot # 696" to a point; thence running north 12° East 66.0' feet to a point; thence south 78° East. 165.0' feet parallel with a 33 – foot Robert Street to a point; and thence running South 12° west. 66.0' feet parallel with a 33- foot Johnstone Street to the point of commencement and containing one (1) lot acres of land and no more.

TO HAVE AND TO HOLD the above granted premises to the said J. Milton Teahjay His/her/their heirs and assigns and to his/her/them/and their use behoove forever.

And I / we the said Jesse B. Cranshaw for me/us and my/our/heirs, executors, administrators, and assigns do covenant with the said J. Milton Teajay his/her/their/heirs and assigns that at and until the ensealing of these presents //we/were lawfully seized in fee simple of the aforesaid granted premises, that they are from encumbrances, that!/ we have good right to sell convey unto the said His/her/their heirs and assigns forever, aforesaid; and the //we and our/my heirs, executors and administrators, and assigns shall WARRANT AND DEFEND the same to the said J. Milton Teajay His/her/heir and assigns forever, against the lawful claims demands of all persons.

IN WITNESS WHEREOF //WE JESSE B. CRANSHAW Have hereunto set my/our hands and seal this 29th day of March In the year of our Lord two thousand ten- A.D 20 10.

Signed sealed and delivered in the presence of.

Sarkoh (NAME AS WRITTEN on the deed)

Titus Boe (NAME as WRITTEN on the deed).

Critical examination of the aforementioned deed reveals that although Mr. Jesse B. Cranshaw is named in the body of appellant's deed as the grantor who executed the said deed on March 29, 2010, and same delivered to the appellant, J. Milton Teahjay in the presence of two witnesses, named as Sarkoh and Titus Boe in the title instrument, the man affixing his signature on the deed was Mr. Samuel Ross, Ill. This leaves us to wonder why Jesse B. Cranshaw would be named as the executor and grantor of title to Mr. J. Milton Teahjay, yet Mr. Samuel Ross, Ill would sign the very deed instead. The answer is simple. According to incontrovertible evidence presented during trial, Mr. Jesse B. Cranshaw, appellant's purported grantor as named in the body of the deed actually died in 1928. Appellant's star witness, Mr. Samuel A. Ross, Ill, himself testified in open court to the demise of Mr. Cranshaw in 1928, eighty two (82) years prior to March 29, 2010, when appellant's deed was reportedly executed by Mr. Cranshaw. Mr. Ross testified in open court stating that Mr. Jesse B. Cranshaw died in the late 1920's when he, Samuel Ross, Ill was not yet born. This testimony as to the time of death of Mr. Samuel R o s s , Ill, stood unimpeached.

Given these facts, a person need not be a genius to be able to reach the unavoidable conclusion that the name, Jesse B. Cranshaw, inscribed on the deed as appellant's purported grantor, having died more than eighty (80) years previous to the purported execution and transfer of title to appellant's deed, never, and could not have possibly appeared to precipitously undertake any transaction on March 29, 2010. Inscription of the name Jesse B. Cranshaw on appellant's purported deed to give the impression that Jesse B. Cranshaw himself granted or acquiesced in the transfer of title to Appellant J. Milton Teahjay, a proposition appellant's principal witness endeavored to present, seeking vigorously to defeat appellee's title claim, was logically ludicrous, legally wanting, and showed an attempt to commit a fraud. This conclusion is strengthened by the fact that the deed bears a date subsequent to the commencement of the suit – an attempt to evolve an instrument that did not exist when the suit was commenced. This is not how title or claim to realty is established.

Further, the indication in the purported deed that Mr. Cranshaw acknowledged receiving from J. Milton Teahjay, the full amount of US$1000.00 (one thousand United States dollars) for the purchase of one (1) lot of land, situated at the intersection of Robert and Johnstone streets, Greenville, Sinoe County, is not only a gigantic story of incredibly laughable nature, but also logically ludicrous and legally wanting, at best.

(3).The testimony deposed also by Mr. Samuel A. Rossin open court that he (Ross) in fact signed Appellant Teahjay's title instrument, as described herein above, is instructive. Mr. Samuel A. Ross testifying during trial, claimed to be an heir of Mr. Jesse B. Cranshaw, referring to him as his late uncle. He said: "As I said earlier, the land is for my late uncle Jesse B. Cranshaw. I sold the land to Mr. Teahjay." This admission made by Mr. Samuel Ross, Ill in his sworn testimony that he, not his alleged late uncle, sold the land to Appellant Teahjay, is troubling indeed. Not only are we unable to bring ourselves to believe that on one hand, while Mr. Ross maintained that he sold the property and executed a deed in Teahjay's favor in his capacity as heir of the late Jesse B. Cranshaw, on the other hand, Mr. Samuel Ross failed during the entire proceedings to present any instrument of reliance, be it a will, letters of administration or a court's order, authorizing him, as prescribed by

law, to undertake such sale and transfer of title of his alleged late uncle's estate. But even more, assuming that Mr. Samuel Ross, Ill was in fact an heir of the late Jesse Cranshaw and that the said uncle expired seized of the property in dispute, the purported sale, transfer of title and execution of a deed in favor of Appellant Teahjay, without first obtaining authorization from the court, as was done in the instant case, would be irregular and in clear violation of the laws applicable. Johns v. Pelham et al., 2 LLR 550 (1926); King v. Howard and Gibson, 9 LLR 135 (1946). Speaking for the Supreme Court in the case, The Intestate Estate of the Late John N. Lewis v. Metzger, 38 LLR 404, 412 (1997), Mr. Justice Gausi, cited an earlier Opinion of this Court by Mr. Justice Henries and quoted therefrom the following succinct language on this question:

In the administration of a decedent's estate, a sale of real property can be legally made by virtue of an express order of the probate court ...If it cannot be shown that the sale of the land in question was duly authorized by the probate court, then the sale by the administrator is void.

Although he claimed to have acted as heir, Mr. Ross, Appellant Teahjay's purported grantor, presented no evidence to demonstrate compliance with this mandatory provision of the applicable Decedent and Estates Law. Mr. Ross had nothing to show from the probate court appointing him as administrator or executor to place his action in the ambit of the law, in keeping with the laws controlling. It is the law in this jurisdiction that the property of intestate decedent be administered by an administrator/administratrix duly appointed by the court and any sale by the administrator of real property of the intestate estate must be duly authorized by the probate court; and where that has not been done, the transaction is void. Mendohdou v Geahdoe et al., 39 LLR 742, 749 (1999); Caulcrick v. Lewis et al., 22 LLR 37, 43 (1971); Tetteh v. Stubblefield, 15 LLR 3, (1962). Also see: Decedents Estates Law, Rev. Code 8: 107.3.

(4). The questionable circumstances attending these transactions are further demonstrated by the caption of the deed: Warranty Deed. If it is Mr. Ross' sworn testimony that he acted on behalf of his alleged uncle's estate, one must wonder why did he elect to execute a warranty deed, and not an Administrator's or Executor's deed? There is nothing shown in the entire records as legal justification why Mr. Ross sought to make the purported conveyance to the appellant in the name of Jesse B. Cranshaw, his alleged uncle, and yet signed his personal name on the deed as if acting in a private capacity. Did the latter leave any children or grandchildren? If Mr. Ross' claimed that the late Jesse B. Cranshaw was his uncle, assuming this was the case, would that claim be sufficient to vest in him, Mr. Ross the legal competence to convey title of any property of the late uncle's estate? Section 3.4, of the Decedents Estates Law, Rev. Code provides the relevant provisions on line of intestate succession. The section speaks the following language:

The property of a decedent not disposed of by will or otherwise, after the payment of administration and funeral expenses, debts and taxes, shall descend and be distributed in the following manner: ...(b) If the decedent leaves surviving one or more lineal descendants but no spouse, the entire estate to the children and to the issue of any deceased child.

As it is so crystal clear, the controlling law confers no power unto Mr. Ross to convey his uncle's property. Every buyer of land has a duty to surround his cause with all the necessary safeguards available under the law to abate any claims of title that may be assailed. It is truly sad that Appellant

J. Milton Teahjay, in his purported purchase of this property, woefully neglected or refused to take advantage of all the available legal safeguards in real estate purchase. This leads a reasonable man to conjecture whether the appellant himself in fact was one of the architects of this clearly questionable, even fraudulent transaction.

We desire here also to express particular concern in the instant case, for Mr. Teahjay is the superintendent of the county and such knowledge or information could have been obtained or verified by him. As it stands, the deed Appellant Teahjay relied upon is entirely flawed and is wanting of any legal legitimacy. Appellant's "title instrument" was manufactured to make it appear as though the appellant moved on the disputed property under some color of the law. Considering the evidence in its totality, this Court of final arbiter has been unable to see a scintilla of any legal justification to warrant a finding in favor of appellant. We therefore scrap his basic and primary contention that the appellee did not prove title as required by law. Said argument is completely void of any legal or logical merits. It is our considered view that the trial judge proceeded correctly when he denied the motion for a new trial, affirmed the trial jury's verdict and directed that the appellant, J. Milton Teahjay, be ejected, evicted and ousted from the property.

Meanwhile, this Court will remiss in its duty to administer justice without regard to status contemplated under the Liberian Constitution if it fails to comment on the conduct demonstrated by Mr. Samuel A. Ross, Ill, in the ejectment case before us on appeal. We note that Mr. Ross while testifying under oath before the court and jury admitted to executing a deed purporting to convey title of appellee's land to Superintendent Teahjay. He indicated that he executed the deed on the strength of a simple and unverified claim of being an heir of one Jesse B. Cranshaw without showing a shrewd of evidence for undertaking such transaction. By such admission, Mr. Ross' conduct, in our considered view, bore all the essential features of a pernicious and criminal conduct, in outrageous contravention of the Penal Laws of Liberia. His action ought to qualify him for appropriate criminal investigation. The Attorney General/Minister of Justice as the principal authority charged with the fight against crime must not let the action of Mr. Ross go unnoticed.

This Court must emphasize here once again that there are legally recognized methods by which one acquires title to real estate in our jurisdiction. No Liberian citizen, whether rich or poor, official of government or a grass rooter, can procure fee to real estate without strictly complying with the laws controlling conveyance of title to real estate. It follows therefore that the law will not recognize a title claim to real property for reason that a person has planted valuable crops on a land. Nor will the wheel of justice approbate a person's claim of title to a land for reason that said person has constructed a magnificent edifice on a land. Endeavors of those kinds, as means of exerting title to a piece of land are not only legally fruitless exercises, but when any person injured by such illegal action properly applies to a court of law, that tribunal of justice is duty- bound to strictly say, without fear or favor, as the blind goddess of justice, what the law is and to order the violator removed, ousted, ejected and evicted from the said property. In every instance where the laws of the land have been despicably flouted, as when one occupies a land not his or hers, as the classic case at bar, eviction is the only predictable judicial outcome, especially in a society, such as ours, where justice is fairly administered. A court's decree of removal in such circumstance will demonstrate the judiciary's unwavering fidelity to the constitutional principle of equality of all persons before the law. Judge Dweh's ruling, which we here reconfirmed, ordering the ousting and eviction of the

appellant, J. Milton Teahjay, is further reaffirmation of the Judiciary's resolute fidelity to nothing but the law. Consequently, whatever constructed property on the said one and one half lots of land becomes the property of the owner of the land. And we so hold.

Dealing with the second query deserving of our attention would require that we revert to the records. According to the transmitted records certified before this Court, the Resident Judge Albert C. Dweh presiding, in his final judgment of March 22, 2012, also granted appellee's prayer for general damages. Judge Dweh in that judgment stated as follows:

The request for damages of US$100,000.00 (One Hundred Thousand United States dollars) having been proven [as] damages of life trees and concrete foundation by the defendant, the request for award of US$100,000.00 (One Hundred Thousand United States dollars) is hereby granted.

Appellant has expressed dissatisfaction with the judge's ruling granting award for general damages. He has attacked the legal correctness of the award of One Hundred Thousand United States dollars entered by Judge Dweh and ordered paid to appellee as general damages. Appellant has contended that there was no evidence presented to justify the judge's ruling awarding such awesome sum of money as general damages. Appellant's discontent is essentially stated in count twenty five (25) of the bill of exceptions, stated as follows:

That Your Honor erred when you ruled confirming the verdict of liable by the trial jury against the appellant/defendant, ordering the eviction of the appellant from the subject premises, repossession of the appellee, cost against the defendant and the award of one hundred thousand United States Dollars (USD$100,000.00) to the Appellee/plaintiff as general damages.

It would seem as though appellant has two main concerns. Firstly, appellant seems troubled by the judgment entered by the trial judge granting recovery of damages. Secondly, appellant appeared equally dissatisfied by both the amount awarded for general damages as well as the want of evidence presented by appellee to justify the amount of One Hundred Thousand United States dollars for general damages.

This Court says that the law in this jurisdiction provides for recovery of general damages in an ejectment action. Deciding an ejectment case as far back in 1861, the Supreme Court of Liberia held that damages and costs are recoverable by the party plaintiff for the wrongful withholding of property, in addition to the possession of the lands. Brown v Payne, reported in 1 LLR 9, 10 (1861). Further, Civil Procedure Law, Rev. Code 1: 62.3 also succinctly states: In a complaint in an action of ejectment, the plaintiff may demand damages for wrongful detention of the real property as well as delivery of possession.

This being the law, we conclude that under the circumstances detailed in this Opinion, Appellee Ophelia Brown is entitled to general damages for Appellant Teahjay's conduct of wrongful withholding of appellee's property since the year 2009. The act of depriving a person of his or her property by means of illegal occupancy and wrongful withholding, as was done in the instant case, entitles the affected party to recovery of general damages as a matter of law.

Notwithstanding, it is a legal requirement that a plaintiff presents proof to warrant the scale of the award of general as well as special damages; Townsend v C. Oyer Memorial Hospital, 11LLR 288 (1952); Monrovia Tobacco Corporation v Flomo, 36 LLR 523, 527-8 (1989); Liberia Logging and

Wood Processing Corporation v Allison, 40 LLR 199, 206 (2000); Firestone Liberia, Inc. v G. Galimah Kollie, March Term (August 17, 2012). In other words, the size of the award for general damages, the Supreme Court has insisted, must be based on proof. National Milling Company of Liberia v. Bridgeway Corporation, 36 LLR 776, 785 (1990); International Trust Company of Liberia v Davis-Cooper Hayes, 41 LLR 48 (2002); Levin v. Juvico Supermarket, 24 LLR 187 (1975); Saba Brothers v. Fredericks, 15 LLR 18 (1962).

Also, in the case Cooper et al. v Davis et al., in which plaintiffs in an ejectment suit were awarded $85,000.00 (Eighty Five Thousand dollars) for general damages, Mr. Justice Henries, speaking for this Court, opined as follows: "..[G]eneral damages are those which are the natural and necessary result of the wrongful act or omission asserted as the foundation of liability. Clearly, some evidence is necessary to sustain the award of ...as general damages."27 LLR 310,318-9 (1978).

The obligation on plaintiff to provide evidence to justify the amount to be properly awarded by a court for general damages was further accentuated in a recent Opinion of this Court by Mr. Chief Justice Lewis in the case: Martin Dagoseh, v The Management of the National Social Security and Welfare Corporation and Monrovia Breweries, Inc., March Term, (2007).

We must emphasize here that this Court, time and again, has emphasized that that it is mandatory that a party seeking award of general damages on account of wrong and injuries allegedly sustained, as the appellee in the instant case, provide evidence of the magnitude of the injuries suffered as a basis to enable the court to gauge the size of the award to be appropriately granted. While legal authorities acknowledge that a universal judicial yardstick is yet to be couched to measure the magnitude of distress, indignity and other injuries for which general damages may be properly awarded as compensation, yet the law requires that the size of the awards granted by a court for general damages bear some ascertainable relation to the size of the injury inflicted on the party. We must therefore revert to a review of the evidence presented by appellee to justify by this Court affirming the amount of One Hundred Thousand United States dollars award in general damages for appellee.

In the case at bar, the general testimonies deposed by the appellee and her witnesses clearly demonstrate that the appellant, both before and since the institution of this ejectment suit in March, 2010, has wrongfully withheld appellee's land, in flagrant disregard of repeated orders issued by the court. In addition to depriving the appellee of possession and enjoyment of her property for at least three (3) years now, the evidence before us also shows that J. Milton Teahjay took possession of appellee's property and began to cut down live trees, crops, flowers and family legacies, again in defiance of the trial court's injunctive orders. One of the witnesses for appellee in fact testified that the trees cut down on the property at the instance of Appellant Teahjay included two bread fruit trees and one gigantic plum tree. According to Witness Stanley Carter, caretaker of the property, the fruits from these trees provided livelihood for the caretaker for many years. But did the illegal cutting and felling of these trees, coupled with the destruction of family legacies as well Milton Teahjay's wrongful withholding of the property in combination caused appellee such injuries as to warrant an award of One Hundred Thousand United States dollars (US$100,000.00) as general damages in favor of the appellee.

This Court of last resort is not impressed that the quantum of evidence produced by the appellee warranted the award of One Hundred Thousand United States dollars ordered paid to appellee by His Honor, Judge Albert C. Dweh. Other than demonstrating wrongful withholding by appellant of appellee's property for several years, which illegal conduct had the propensity to deprive the owner thereof of the opportunity to generate income; the illegal felling of fruit bearing trees upon which livelihood depended; and the demolition of appellee's family legacies, there was no further showing by the appellee of the commercial value reasonably attachable to any of the trees fell at the instance of the appellant. Thus, there is patent uncertainty as to the monetary value or of rents or other benefits which would have accrued to the appellee had she retained possession of the property. The appellee failed to show some utility value of the trees appellant destroyed to infer and justify an appropriate award in general damages. Appellee equally did not adequately provide any value for the family legacies Appellant J. Milton Teahjay, in flagrant disrespect for a court of law, proceeded to destroy. In our considered Opinion, production by the appellee of such evidence was necessary to form the legal basis for determining the scale, magnitude and size of the general damages awarded. Unfortunately, the appellee did not satisfactorily carry and sustain this burden of proof.

Under these circumstances, Appellant Teahjay's contention that the size of the award was unjustified must be sustained. The award of a sum of One Hundred Thousand United States dollars for general damages, in the absence of convincing evidence, for all intents and purposes, seems grossly disproportionate and hugely excessive. The holding of this Court in the Levin case, reported in 24 LLR, text at pages 194-195, was reaffirmed in The International Trust Company of Liberia (ITC) v. Doris Cooper-Hayes, in which this Court stated:

[o]rdinarily a verdict will not be set aside as being excessive, but an appellate Court will do where there is insufficient evidence to support the amount awarded, where the verdict is so grossly disproportionate to the measure of damages, favorable to the successful party will not sustain the inference of fact on which the damages were estimated. [Emphasis Supplied]. ld. 41 LLR, 48, 61 (2002).

Consistent therewith, while this Court accepts that appellee did not offer thatquantum of evidence tosubstantiate theawarding of OneHundred Thousand United States dollars in general damages, an award of this kind will ordinarily not be completely set aside where it has been clearly established, as in this case, that appellee unarguably sustained some loss, evidenced by Appellant Teahjay's wrongful occupation and possession of appellee's property, the illegal felling of fruits bearing trees which provided livelihood for inhabitants, the destruction of appellee's familylegacies,and most importantly, Appellant Teahjay's despicable and contemptible conduct of affront and disregard for various injunctive orders issued by a court of law on March 20, 2010, March 24, 2010 and July 17, 2010.

Authorized as the Court of Final Arbiter to render those judgments which the trial court should have properly and legally entered, as articulated in numerous Opinions of the Supreme Court, including Townsend v. Cooper, 11 LLR 52 (1951); Lamco J.V. Operating Company v. Rogers, 29 LLR 259, 267 (1981), and consistent therewith, this Court, in the interest of transparent justice, will modify rather than set aside the award of One Hundred Thousand United States dollars. Accordingly, we herewith modify the award of general damages from One Hundred Thousand United States dollars

(US$100,000.00) to the amount of US$25,000.00 (twenty five thousand United States dollars). We have determined that this amount is appropriate to compensate the appellee for the loss sustained.

Before concluding this Opinion, there is one substantial matter raised both in the brief and argued by counsel for Appellant Teahjay before this Bench, which we believe deserves this Court's attention. It is in respect of appellee's pleadings being filed allegedly by a non-lawyer, Nathaniel F. Segbe.

According to the certified records, appellant, in filing its amended answer to the amended complaint on May 27, 2011, contended in count four thereof, as follows:

(4) That this Action of Ejectment was filed on behalf of Plaintiff by one Nathaniel F. Segbe, purporting to be an Attorney-At-Law without the aid of an additional counsel .

Appellant has submitted that Nathaniel Segbe is a non-lawyer, not licensed to practice law in this jurisdiction. If the allegation is true, then the filing of pleadings by Mr. Segbe on behalf of appellee in the case at bar violated the clear pleadings a legal nullity. We must warn here that the Supreme Court of Liberia, in the discharge of its constitutional mandate to regulate the practice of law in this jurisdiction, considers this submission a very serious allegation. Thus, if substantiated, the filing of pleadings by one not an attorney imposes a sacred duty on this Court to overturn the entire outcome of this case. It must be emphasized here that in Liberia, the filing of pleadings as practice of law in Liberian courts is strictly restricted to an attorney at law duly licensed to practice law in this jurisdiction. The legal maxim that what is not legally done is not done at all, would therefore appropriately apply in the case before us. Judiciary Law, Rev. Code 17:17.9 (1) (1972); Sesay v. Badio and Roberts, 37 LLR 359 (1994); Lone Star Insurance Company v.Cooper and Abi Joudi & Azar Trading Corporation, 40 LLR 549 (2001)]; Kana v Smith et at., 24 LLR 359, 363-364 (1975); M I M Timber Company v Bayeh, 20 LLR 357 (1971); Buchanan v Raymond Concrete Pile Company, 20 LLR 330 (1971); Johnson v. Smith, 26 LLR 331 (1976).

In Firestone v Kollie, the filing by a non-lawyer of legal papers before a court of law in our jurisdiction was challenged. Mr. Chief Justice Henry Reed Cooper, speaking to this issue for a unanimous Supreme Court, said:

All authorities or laws governing the practice of law in this jurisdiction forbid the unauthorized practice of law by anyone. The law imposes upon all judges a duty to conduct investigation into complaints alleging the unauthorized practice of law. Judiciary Law, Rev. Code 17: 17.8. It is also the law that in order to qualify as an attorney-at-law, one must have acquired a license authorizing him to practice law, and that a person cannot obtain a license to practice law except upon completion of the prescribed course of studies at a recognized law school and admission to the bar. [Our Emphasis]. Id. 42 LLR 159, 168 (2004).

Further citing and relying on numerous opinions of this Court, Mr. Chief Justice Cooper emphasized:

This Court has ruled that proceedings instituted by a person not qualified to practice taw are abated.Even if pleading of a lawyer whose license had expired has been declared by this Court to be of no legal effect, where it is established that the person who verified the complaint, purporting to be an attorney and participated in the trial is not a lawyer and therefore not qualified to practice

law in Liberia, it would appear to us that all pleadings filed by him and any judgment rendered thereon are of no legal validity and effect. Therefore, we hold that any pleading filed by a person who is not a lawyer or a party has no legal validity and is declared void ab initio Id.

We must now quickly examine the certified records with a view of ascertaining the truthfulness of appellant's allegation. According to the records certified to this court, one Nathaniel F. Segbe, presenting himself as an attorney- at-law, on March 5, 2010, signed the original complaint filed for and on behalf of the appellee. The alleged non-lawyer, Nathaniel F. Segbe, along with a lawyer from Verdier & Associates, Inc., also signed the amended complaint as legal counsel.

On March 18, 2011, Judge Dweh ruled on the consolidated motions for Enlargement of Time, Lack of capacity of Attorney Nathaniel Segbe to sue and the Dismissal of Preliminary Injunction. In respect of the legal qualification of Attorney Segbe, Judge Dweh ruled, inter alia, as follows:

On the issue that the counsel, Atty. Nathaniel F. Segbe is not a lawyer that graduated from the Louis Arthur Grimes School of Law, [same] is baseless in that lawyers practicing law before the 1972 Statute came into being are bonafide lawyers who are members of the National Bar Association and are paying their dues and are licensed yearly by March 31st of each year. Nathaniel F. Segbe having been licensed yearly and filed his document to this Court by the Transatlantic Law Chambers since 2006, this court will refuse to grant the motion challenging his status. Motion is hereby denied.

This Court, from inspection of the records, has observed that although counsel for appellant was present in court when Judge Dweh ruled denying the motion to disallow Nathaniel F. Segbe from legal representation of appellee, appellant's lawyer did not except to Judge Dweh's ruling. In Republic v. Dillon, 15 LLR 119, 123 (1962), this Court, reaffirming a settled principle of law held in Richards v. Coleman, 5 LLR 56 (1935) as well as Freeman v. Tweh, et al. , 7 LLR 227, 228-9 (1941), said: "[w]ithout an exception an objection, no matter its intrinsic merit, is lost." This Court further articulated this principle of law in the case, William P. Merriam, President, International Trust Company of Liberia v. His Honor J. Henrique Pearson, 32 LLR, 513, 523, in which it held: "where a party against whom a ruling is entered fails to except thereto and to appeal therefrom, he is considered to have consented to abide by the ruling or judgment.

Accordingly, having failed and neglected to note any exception to Judge Dweh's ruling specifically denying appellant's motion challenging the legal competence of Nathaniel F. Segbe to practice law in Liberia, the negligent lawyer cannot now come to the Supreme Court to raise this issue. Counsel's neglect and failure to except to the ruling entered by the trial court precludes him from raising said issue for appellate review. This issue was even more critical, given the basis of the judge's ruling. The judge clearly set out that Attorney Nathaniel Segbe was admitted to the Bar before the 1972 Statute was enacted and that since 2006, the attorney has consistently secured a practicing license. Yet, the appellant did not see it fit to except to or challenge those assertions made by the judge. As it is the practice hoary with time in this jurisdiction, counsel's failure to except to the judge's ruling on the legal qualification of Mr. Segbe to practice law in Liberia, constituted an effective waiver by the appellant of his right to an appellate review of Judge Dweh's ruling and determination on that question. Appellant is therefore legally barred from raising any issue of law or fact concerning the correctness or legality of that ruling before this Bench. Appellant's contention here is therefore outrightly rejected as a matter of law.

WHEREFORE, and having carefully considered the facts and attending circumstances and scrutinized the evidence in this case as well as the laws applicable thereto, it is our considered view that the final judgment rendered by Judge Albert C. Dweh, being cogent and sufficiently supported by evidence, be, and same is hereby affirmed and confirmed with modification as stipulated in this Opinion, and ordered enforced.

The Clerk of this Court is hereby commanded to transmit under the seal of this Court a mandate to the judge presiding in the court below to resume jurisdiction over the case and enforce its judgment as herein modified. Also, and consistent with the position expressed in this Opinion, the Clerk is further ordered to forward, under the seal of this Court, copy of this decision to the Attorney-General/Minister of Justice for the Ministry's information and appropriate action in the premises. Costs are assessed against the appellant. JUDGMENT AFFIRMED WITH MODIFICATION. AND IT IS HEREBY SO DECREED.

Counsellors Theophilus C. Gould and Sayma Syrenius Cephus of Kemp & Associates, appeared for the appellant. Counsellors G. Wiefueh Alfred Sayeh and David B. Gibson, Jr. appeared for the appellees.