

WEAH WROGBE, Appellant, v. ESTHER TEAH
JOE, Appellee.

APPEAL FROM THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT,
SINOE COUNTY.

Argued December 15, 1970. Decided January 21, 1971.

1. When a trial has been regularly conducted, and the evidence presented sufficiently supports the finding, the Supreme Court will not disturb the judgment of the lower court.

Appellant brought an action for cancellation of a deed to respondent from the deceased brother of petitioner, claiming that the signature thereon was a forgery. In her testimony she said that respondent was the wife of the deceased. The lower court ruled in favor of the respondent, and an appeal was taken from the judgment of the court. In its opinion the Supreme Court sifted the evidence and weighed the testimony presented, and considered the ruling of the trial court more than sufficiently supported by the evidence. *Judgment affirmed.*

Clarence O. Tuning for appellant. *J. Dominic Bing* and *Nelson Broderick* for appellee.

CHIEF JUSTICE WILSON delivered the opinion of the Court.

Weah Wrogbe, sister and only surviving heir of William B. Geegby, of Greenville, Sinoe County, sued Esther Teah Joe, complaining, in substance, that she is legally entitled to his estate. The petition alleges further that the respondent-appellee fraudulently and in a clandestine and deceitful manner executed to herself a warranty deed, although it bore the signature of William Geegby, for lot No. 180, situated in Greenville, Sinoe County, the lot being a portion of the intestate estate. On the face of it,

the deed was witnessed by three persons, who put their signatures thereon and the deed was probated, as a clerk's certificate acknowledges.

In support of her claim, petitioner offered documentary proof in the form of a "letter of authorization" marked exhibit "A":

"MISS MARY KIE MONEH *"Greenville, Sinoe.*
 "Greenville, *"7 March 1956.*
 "Sinoe County.

"Upon the receipt of this letter you are hereby authorized to remain in the dwelling hut built by one Barbar, a Moslem and/or Mohammedan resident, in Greenville, Sinoe County, Liberia. Said being mine, you are fully empowered to possess the room you inhabit until otherwise ordered by me, the undersigned, said lot being the premises of the undersigned, being upon the authentic records of the City number 180. For so doing this shall constitute your sufficient legal warrant.

"Certified true copy of the original.

"[Sgd.] S. W. SLEWERN

"Filed in my office this 6th day of May, 1965.
 (Sealed)

"[Sgd.] JAMES CLARKE,
Clerk of Court, Sinoe County

"Certified, true and correct copy of the original in office.

"[Sgd.] DAVID P. JEBBOE,
Clerk of Court, Sinoe County, R.L."

[25¢ Revenue Stamp affixed on the original.]

Petitioner claims, therefore, that the signature on the deed is a forgery and seeks its cancellation by these proceedings.

The respondent appeared and answered and denied that the signature on her warranty deed was forged, but rather that it was legally executed to her by William B. Geegby.

The law issues having been disposed of, Judge Jeremiah Z. Reeves, presiding over the May Term, 1970, of the Third Judicial Circuit Court, Sinoe County, called the case to trial. Having heard evidence on both sides, he entered a final decree declaring the deed to be valid and refused its cancellation.

The main issue in this case on appeal is whether or not the signature appearing on the deed sought to be cancelled is the genuine signature of William B. Geegby. We shall now take a look at the evidence presented to determine whether or not the evidence supports the decree.

We would first of all like to here mention, in passing, that a very novel situation was created at the trial in that the appellee was subpoenaed by appellant as a witness, and because appellee's counsel felt that she should be available to witness the testimony of other witnesses, and thus assist her counsel, the request was made to the court that she be made the first witness for the petitioner. This request was granted and Esther Joe took the stand. She testified of her acquaintance with William B. Geegby and Weah Wrogbe. The record reveals that she had been served with a subpoena *duces tecum*, to produce the original deed sought to be cancelled by the proceedings. The deed was produced and she was discharged.

The next witness was Weah Wrogbe, the petitioner-appellant, who testified to the facts.

"The late William B. Geegby and I are sister and brother. My brother died and after we, the family, asked for his property from the respondent, Esther Teah Joe, she informed us that our brother had no property. We reported this to former Judge Daniel Draper and Hon. Harry Kangar, to ask the respondent about our brother's property. When we went into the family investigation at the home of Hon. Darga, in the presence of my daughter, Elizabeth Slewern, and her husband, S. W. Slewern, the respondent still insisted that W. B. Geegby left no property.

I then asked Judge Draper and Mr. Kangar to find out from the respondent if she had reported the death of her husband to the government. We then further said that since the respondent insisted that her late husband, Mr. Geegby, left no property, we, the family will make the report as to his death to the government. We further said that since the respondent said that he has no property, we will institute proceedings against her, when we will understand as to whether he died leaving property or not. After we had instituted the proceedings against the respondent in court, and she was brought into court, she still said that W. B. Geegby died without leaving any property. The court then asked her about the deeds he had. She still confirmed that he had died without leaving any property. Thereafter she brought five deeds, and among these deeds one of the deeds was not pleasing to the family. We, the family, then brought this matter to court to find out if really it is the genuine deed of William Geegby. And this is what I know."

On cross-examination the witness testified that because of her inability to read or write she relied upon S. W. Slewern to establish that the deed sought to be cancelled was a forgery. Further testifying on cross-examination, she stated that Mr. Geegby was alive when the deed was executed and probated. She denied that respondent did not live on the premises or that the premises were improved during the life time of Mr. Geegby. She admitted however that the premises were at the time of the trial improved by a concrete structure, in which the respondent lived.

Another witness for petitioner was S. W. Slewern.

"The late W. B. Geegby was my uncle-in-law. Prior to his death on December 6, 1959, he visited Sinoe. He then took me with him together with one of their family, named Settro Nah, now in Freetown; in the usual way we visited all the property that he has. We

came from over the brook down to Bay Street, and ended on Mississippi Street, when we took the deeds of his property and handed them to Esther Teah Joe for safe keeping. He then said on account of this property, maybe when I die, Samuel will be in court to talk a lot; which prophecy has now come to be fulfilled. When Geegby died, my wife and I went to the funeral, we returned after the funeral. Of course, Esther Teah Joe went before us. After our return, Uncle Geegby being a Christian, we applied to the Methodist Church in Kru Town to have a eulogy for him, at which time, the family invited Esther Teah Joe to join us, but she refused to go to the eulogy. After the eulogy, the family, together with myself, appealed to Kangar, where Esther Teah Joe was invited in order to discuss about the property which Uncle Geegby left. At this meeting there was no better understanding, and the meeting dissolved. We then appealed to Mr. Draper, who was then Esther's lawyer, and brought up this same question about the property and Esther refused. And after that the family then appeared in court, where the property matter was taken up; it was at this time that a deed was brought calling for no. 180, which bore the signature of my Uncle, William B. Geegby. The family through their lawyer, and for the identification of the signature, objected to the deed inasmuch as Geegby did not sell a lot to Esther Teah Joe for the amount of \$100.00. Since then, this matter has been pending over eight consecutive years, until now taken up. And this is what I know."

The first witness to take the stand for respondent was Esther Joe herself:

"We are sworn to speak the truth. In the year 1954, in the month of July, which is evident to everybody that the late Geegby was not here, I went home to Sanquin, and I returned from Sanquin, there was a

house built on this piece of land now in question. I asked who had constructed this house? I was informed that the house was built by one Barbar. And I asked him who gave him permission to build. He said that the late Professor Davies gave it to him. And I said to him, let us go to Professor Davies, because the spot on which you built this house is not his. And while we were going, Mary Kai Munch followed. The late Professor Davies told them that the place on which the house was built was not his. And so Mary Munch said that she would beg me, being her father's wife, for me not to remove the building, and with that Professor Davies suggested that we go home, I had intended to remove Barbar from the place, but being that Mary is a cousin to Mr. Geegby is why I declined. In the year 1956, Geegby returned from Monrovia. In the year 1955, the late Geegby was not in Sinoe. One morning the said Mary Munch came to our home during the presence of Geegby, and said that her husband, Mr. Barbar, had put her outside. I followed Mary and asked Barbar why did he put Mary outside, is this place for you? He said that he is the man, and because his wife had a Fanti man, is why he evicted her from the house. Continuing, he said that even the child that she had is for a Fanti man, and this has caused me to put her outside, according to the late Barbar; I then told him, the late Barbar, that he should go out. Barbar then left and went to teacher Davies, the late, who suggested a room be given him in the house from a humanitarian standpoint of view. This was the time a room was given to Mary. The subject of the letter of authorization referred to. From that time, she had been receiving rents from the room, because she had left this particular house. When this land question came about, I heard that the family of the late Geegby made her a witness for the land in dispute. After I had been in-

formed that she is one of the witnesses for relatives of W. B. Geegby in this land question, I decided to evict them from the place. And so when the matter travelled to the Kru Governor's Court, I told him that I had nothing to say about this. The matter then still travelled to the office of the Relieving Commissioner, Mr. Charles H. N. Davies, when she hired the late Henry B. C. Monger for her lawyer. When I was called upon by the Commissioner, I told him not to get vex, for I had something to say in relation to the land in question. I heard that the land palaver is in court, and she is one of the witnesses, and so I would be glad if she could vacate the place to avoid further confusion, because she is fighting me, I should not be her witness. The next day, the Commissioner told her to vacate the premises upon my request. And really the next day, she took all of her things and left. And from that time I have never seen her until the house was broken down. And this is what I know."

The cross-examination attempted without success to disprove the signature of Geegby to the deed. The witness testified that she was present at the signing and witnessing of the deed in question.

The next witness for respondent was the clerk of the probate division of the court, who produced the inventory of the estate of Geegby. The relevant portion of that report which lists the real property of Geegby has been extracted:

Lot # 168 with building value	\$1,000.00
Lot # 177 value	500.00
Lot # 498 value	250.00
Lot # 483 value	500.00
	<hr/>
	\$2,250.00
100 cement blocks 25¢ ea.	25.00
2 perches of rocks \$2 ea.	4.00
	<hr/>
Total	\$2,279.00

Another witness for the respondent was T. G. Jlateh who testified to his acquaintance with the petitioner, and in substance, said that all he knew of the matter was that Geegby called him, along with John Woleh and Elijah McCaulay. Because of the relevancy of this testimony we deem it expedient for the benefit of this opinion to quote it.

"All what I know about this matter, in the year 1951, Geegby called three of us, I, T. G. Jlateh, John Woleh and Elijah McCaulay; we went upstairs; when we got there, he brought a deed before us, and told us that this deed is for Esther Joe, so I want you all to sign as attesting witnesses. Thereby I signed and after this the other two signed. He, William B. Geegby also signed; at this time Esther was on the spot. He took this deed, gave it to Esther Joe, respondent. This is all what I know."

Hezekiah D. Monger, respondent's witness, testified that when he was commissioner in Butan District, Geegby used to correspond with him and that he was, therefore, acquainted with the former's signature; that as to McCaulay they were personal friends and corresponded regularly. He stated that the signature of the decedent and that of McCaulay, appearing on the deed in question, were their genuine signatures.

On cross-examination he reiterated and confirmed his statement in chief, despite rigorous questioning.

The final witness for the respondent was J. D. Sanyenneh, who testified to his acquaintance with the petitioner, the respondent and the decedent, as follows:

"In the year 1951 I was teaching at Plahn. I came down to Geegby and after our conversation was over, and I was about to return to my station, he said, Sanyenneh, I wanted to see you because I sold a lot to Esther Joe. Then I asked him, teacher, you mean that you sold a lot to Esther? He said, yes. Then I said to him, that it is fine, but Esther never told me this thing. And while I was coming down stairs, I

met her and informed her that she did a great piece of work. She asked me what piece of work that she did. Then I said to her that Geegby said that you bought a lot from him. And this is what he told me upstairs. And so I am going upstairs for him to show me the deed because from here to Plahn is about 8 to 9 hours to reach to my station. He showed me the deed, that is the decedent. And so I thanked him very much for what he had done. I then turned to Esther to say, that I will convey the news to our older people to thank you for the work done. And after I read the deed I saw Mr. T. G. Jlateh, John Woleh and the late E. A. L. McCaulay's names and the name of Geegby, of sacred memory, on the deed. And after three weeks I went to Plahn and thereafter returned to Greenville. One day I met the late McCaulay and asked him that if he is one of the witnesses to the deed that the late Geegby sold to Esther Teah Joe. He answered me, yes. And this is what I know."

As the witness preceding, he stood up well under cross-examination.

The foregoing constitutes the evidence in these proceedings. A review thereof disclosed that only one witness for petitioner claimed the signature on the deed was not that of Geegby, whereas a preponderance of the testimony for respondent established that the signatures of the decedent and the attesting witnesses appearing on the deed are genuine signatures.

In the record of the trial no objections appear to the inventory presented to the court by the curator. This inventory shown herein, indicates that lot No. 180, the subject of these proceedings, was not listed. The absence of an objection to its exclusion, especially since counsel for petitioner was also counsel for the estate, leaves us no alternative but to conclude that the transfer was genuine and recognized as such by the heirs. More than this, the evidence reveals that the deed in question was registered

and probated during the lifetime of the grantor without objections. We must, therefore, again conclude that the transfer was lawful.

The record in these proceedings reveals no irregularities in the trial and the evidence presented, in our opinion, supports the decree of the court below.

In view of the foregoing, we must adhere to the dictum of this Court, to the effect that where the trial is regularly conducted and the evidence presented sufficiently supports the findings, the judgment of the court below will not be disturbed. The judgment of the trial court is, therefore, affirmed, with costs against the petitioner-appellant.

Affirmed.