

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA  
SITTING IN ITS MARCH TERM, A.D. 2023

BEFORE HER HONOR: SIE-A-NYENE G. YUOH..... CHIEF JUSTICE  
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE  
BEFORE HIS HONOR: JOSEPH N. NAGBE.....ASSOCIATE JUSTICE  
BEFORE HIS HONOR: YUSSIF D. KABA.....ASSOCIATE JUSTICE  
BEFORE HIS HONOR: YAMIE QUIQUI GBEISAY, SR. ....ASSOCIATE JUSTICE

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Lamine Bonokai, William Mator, Jackson )  
Quashed, Ma Sonny, Taku Jil, Sensee )  
Elijah, Anthony Danie, Papa Korkor and )  
others to be identified of the City of )  
Paynesville , Montserrado County, R. L.... )  
.....Appellants )

Versus ) APPEAL

Bishop Fungbeh Kiamu of City of Paynes- )  
ville, Montserado County, R. L...Appellee )

GROWING OUT OF THE CASE: )

Bishop Fungbeh Kiamu of City of Paynes- )  
ville, Montserado County, R. L...Plaintiff )

Versus ) ACTION OF EJECTMENT

Lamine Bonokai, William Mator, Jackson )  
Quashed, Ma Sonny, Taku Jil, Sensee )  
Elijah, Anthony Danie, Papa Korkor and )  
others to be identified of the City of )  
Paynesville , Montserrado County, R. L.... )  
.....Defendants )

Heard: May 18, 2023

Decided: August 11, 2023

MR. JUSTICE KABA DELIVERED THE OPINION OF THE COURT

This appeal grows out of a final ruling of the Sixth Judicial Circuit for Montserrado County in an action of ejectment filed by Bishop Fungbeh Kiamu, appellee, against several defendants, namely: Lamei Bonokai, William Mator, Jackson Quashed, Ma Sonny, Taku Jil, Sensee Elijah, Anthony Daniel and Papa Korkor, now appellants. The records show that after pleadings rested, the law issues disposed of and a regular jury trial had, the jury returned a unanimous verdict of liable against the appellants

which verdict was confirmed by the trial court in its final ruling rendered on May 31, 2018. The appellants noted exceptions on the record, announced appeal and perfected same for an appellate review. It is worth noting that on appeal, this case was first called for hearing on November 17, 2020, the appellants requested continuance on ground that the counsel retained to represent them before this Court had conflict of interest. Similar request was made and granted on May 4, 2021 thereby abating the hearing of this appeal in two successive terms of court. When this matter was again assigned for hearing on May 18, 2023, the appellants have again assigned the same reason for failing to file a brief and to appear for argument of the case. This Court viewed the act of the appellants as a dilatory tactic and/or machination intended to hang the case in abeyance while they continue to remain in possession of the disputed property. Predicated on the aforesaid, this Court invoked Rule IV Part 6(c) of its Revised Rules of Court which provides as follows:

“If a party appears, and the other party does not appear, but files a brief, the Court will proceed to hear the argument of the party appearing, and render its decision on the basis of the briefs filed and the argument of the party appearing. If one party appears, and non-appearing party has not filed a brief, the non-appearing counsel shall be given forty-eight (48) hours to file a brief and appear for hearing of the case; and the party shall be simultaneously informed of the non-appearance of this counsel and the postponement of the hearing for forty-eight (48) hours. If, when the case is again called for hearing, the party or counsel again fails to appear or file a brief, the Court shall proceed to hear the argument of the appearing party and rule thereon.”

Having entered upon the records certified to this Court of last resort, reviewed and dissected the testimonies of the witnesses and documentary evidence adduced during trial, we are of the view that the final ruling of the trial court captured and/or encapsulated the substantive facts and the contentions presented by the parties based upon which we deem it necessary to reproduce and incorporate the full text of the trial court’s ruling as follows:

“ COURT’S FINAL JUDGMENT

On February 6, 2017, Bishop Fungbeh D. Kiamu, as plaintiff, instituted an action of ejectment against Lamie Bonokai, William Martor, Jackson Quashed, Ma Sonny et. al, defendants, to recover possession

of a 5-acres tract of land, lying and situated in Worlakor, Johnsonville, Montserrado County.

Plaintiff alleged the following in his complaint:

1. That on April 11, 2007, plaintiff purchased 5 acres of land from the Intestate Estate of the late James Wright, represented by its former administrator, Jocquoi Wright. They attached an administrator deed from Jocquoi Wright to plaintiff and receipts for payments made;
2. That plaintiff paid a total of US\$6,000 for the parcel of land;
3. That defendant, some of whom directly benefited from the proceeds of the sales transaction with the Wright Estate, have sold or encroached on plaintiff's property, thereby depriving plaintiff of the use and enjoyment of the property from 2007 to present;
4. Plaintiff demanded US\$40,000.00 as damages for defendants' wrongful withholding of plaintiff's property;
5. On February 27, 2017, defendants filed a 5-count answer in which they alleged the following:
  1. Defendants denied the sales transaction referred to in the complaint and denied signing any of the receipts attached to the plaintiff's complaint;
  2. Defendants deny the illegal occupancy of plaintiff's property for which they are demanding US\$40,000.00 as damages;
  3. Defendants are administrators of the intestate estate of the late Goll Gaol and Kefessi's 605 acres of land, lying and situated in Fendell, Louisiana Township, Montserrado County, Liberia;
  4. That the property was acquired from the Republic of Liberia in 1913, probated on the 6<sup>th</sup> day of April, A. D. 1913 and registered Volume 34, pages 70-71

Pleading rested with the filing of plaintiff's reply in which plaintiff reconfirmed the allegations contained in their complaint. Law issues were disposed of and the case ruled to trial on March 12, 2018.

On April 24, 2018, a trial jury was empaneled to hear this case. During the trial, plaintiff produced three witnesses in persons of Bishop Fungbeh Kiamu, Franklin Wright and Varney Pabai and two rebuttal witnesses. Defendants produced two witnesses in person of William D.

Mator and Lamie Bonokai. The court shall proceed to summarize the testimonies of the parties' witnesses.

Bishop Fungbeh Kiamu

Mr. Kiamu testified that [he] purchased five (5) acres of land from the intestate estate of the late James Wright. He said he negotiated with the family of the late James Wright for the purchase of five acres of land for US\$6,000.00(six Thousand United States Dollars).

He testified that when he came from Gbarnga to check on the property, he saw Lamie Bonokai, one of those he purchased the property from, was on the land trying to sell it to third parties. He said he reported the matter to the elders of the village who promised to talk to Lamie Bonokai. He said the elders talked to Lamie Bonokai, but he failed to listen to their advice. That is why he decided to come to court. He testified to and identified copy of an administrator deed issued to him and his wife, which were marked by court.

On the cross examination, Mr. Kiamu testified that he purchased the land from the Wright Family and that Lamie Bonokai was one of the family members who received his share of the sales proceeds. He said Mr. Bonokai represented to him that he was one of the family members of the late James Wright.

Franklin Wright

Plaintiff's second witness Mr. Franklin Wright, testified that he got to know Bishop Kaimu when he went to purchase land from the Intestate Estate of the late James Wright. He said after Bishop Kaimu paid for the land, they issued him cash receipts and later surveyed the property and executed a deed in his favor. He testified that co-defendant Lamie Bonokai's father was reared by his grandfather; this is how Lamie Bonokai became part of the James Wright Family. He told this court that Lamie Bonokai was present when the property was sold to Bishop Kaimu and that he (Lamie Bonokai) received his share of the sales proceeds. He said Lamie Bonokai was his foster cousin. He also told the court that his late father was administrator of the James Wright estate when the five acres of land was sold to Bishop Kaimu.

In response to a jury question, Mr. Wright told the court and jury that when his father's administrator of the estate, Lamie Bonokai and few family members sold a huge portion of the estate's land to one

counselor Peter Howard without the knowledge and consent of the administrator. When the administrator got to know about the illegal sale of the land, he threatened to cancel the deed but Bonokai and the other family members apologized and promised not to engage in any illegal sale of the estate's property. He said the area is infested with criminals who defendants are using to engage in the illegal sale of land.

#### Varney Pabai

Mr. Pabai was plaintiff's last general witness. He testified that Bishop Kamue purchased five (5) acres of land from the James Wright estate in 2007. He admitted knowing co-defendant Bonokai who he claimed was born in Worlorkor village. He said the disputed land is located in Fendell, Louisiana District, Montserrado County, Liberia.

At the close of plaintiff's evidence, the copy of the administrator deed and copies of payment receipts were admitted into evidence.

#### Defendants' evidence

Defendants produced two witnesses in persons of William Mator and Lamie Bonokai. Their testimonies are summarized as follows:

#### William Mator

Mr. Mator testified that in 2006, they received a letter from the probate Court for Montserrado County, citing them to a conference. He said the probate court Judge advised them during the conference to give back Bishop Kamue's land. He said he was jailed by the probate court Judge for the same land that is the subject of the dispute. He said the judge ruled that their estate did not own any land in the area and ordered the revocation of their letters of administration and court decree of sale.

He said he only got to know Bishop Kamue when they were cited to the probate court. He said the Gull estate's 605 acres of land is located in Worlorkor, settlement of Louisiana. He testified to and identified a certified copy of public land sale deed from the Republic of Liberia to Gull Gaol and Keffessi, dated March 20, 1913.

He told the court and jury that since the probate court ruling revoking their letters of administration, he has stopped selling land. He said he obtained letters of administration and court decree of sale from the probate court in 2008.

When asked by this court when Gull Gaol and Keffessi, the alleged owners of the 605 acres of land, died, he told this court that he did not know when they died.

When asked by this court about the administrator of the 605 acres of land from 1964 to 2008, he said there was no administrator for the property because almost 95% of the property was occupied with rubber owned by one Henry Ford Cooper. When asked for the legal basis of Mr. Cooper planting rubber on property he claims is owned by his late father, he said he did not know, he only grew up and saw rubber on the land.

When asked by this court whether the elders in Worlokor are aware of his late father owning 605 acres of land in the area, he said he did not know, all he knows is that he has a deed for 605 acres of land. When asked by this court whether from 1913 to present, the estate still had 605 acres of land in the area, he answered in the negative. He also testified that since he became administrator of the property, he has not re-surveyed the property.

#### Lamie Bonokai

Mr. Bonokai testified that the disputed property is part of the 605 acres of land owned by his grandfather, Gull Gaol. He testified that he is not related to the Wright family. When asked about the date of death of his late grandfather, he said he did not know. He said he got the 605 acres deed from his mother.

He admitted that their letters of administration was revoked by the probate court. He said the five acres of land was sold by them before.

He said his uncle planted cocoa on the property, but the late Henry Ford Cooper came and drove them from the property. He testified that his grandfather still owns 605 acres of land in the area. He testified that he did not know when his grandfather and Keffessi died. He said the elders of Worlokor village told him that his grandfather owns 605 acres of land in the area. He also testified that the town chief knows about their 605 acres of land.

At the close of defendants' evidence, defendants admitted into evidence copy of a certified public land sale deed from the Republic of Liberia to Gull Gaol and Deffessi, dated March 20, 1913.

Plaintiff rebuttal witnesses

Plaintiff produced two rebuttal witnesses in persons of Varney Pabai and Eric Yohn.

He told the court he was present when Bishop Kamue paid the US\$6,000.00 for the five acres of land. He said the money was divided amongst the entire household in the village. He said co-defendant Lamie Bonokai received US\$500 as his share of the money. He said the whole town people were present when he distributed the money amongst the various family heads.

Mr. Eric Yohn testified that in 2005 he purchased a parcel of land from the Wright family on which he buried his mother and sister. In March this year, William Mator sent people to uproot the cornerstones he erected on the property.

Final argument was heard on April 30, 2018, the jury was charged, and after deliberating on the matter, the jury returned a unanimous verdict of “liable” against defendants and in favor of plaintiffs. Although defendants excepted to the unanimous jury verdict, they failed to take advantage of section 26.4 of the Civil Procedure Law (Motion for New Trial). Consequently, this court is left with no alternative but to proceed to enter final judgment in this case.

The sole issue in this case is whether plaintiff established his title to the disputed property. The answer is “yes”, during trial, plaintiff’s evidence established that Bishop Fungbeh Kaimue purchased five (5) acres of land from the intestate estate of the late James Wright, by and thru its administrator and other family members. Plaintiff paid US\$6,000.00 (Six Thousand United States Dollars) for the land. The evidence showed that this money was paid by plaintiff in the presence of the residence amongst all the family heads of the town. The property was surveyed and an administrator deed prepared and executed in favor of Bishop and his wife.

The defendants herein, claiming to be administrators and beneficiaries of the intestate estate of the late Gull Gaol and Kefssi, and having participated fully in the sale of the land to Bishop Kaimue, proceeded to the property and sold it to third parties.

The evidence established that defendants were ordered by the probate court for Montserrado County to stop selling land because the estate of

Gull Gaol and Kefessi did not own any land in the area. They disobeyed the probate court's order and continued to sell land.

The defendants having participated in the sale of the property to plaintiff and receive their share of the sales proceeds, they were stopped from contending that the property belongs to the estate of Gull Gaol and Kefessi. More besides, the probate court had already declared that the estate of Gull Gaol and Kefessi did not own any property in the area.

This court says the jury verdict is consistent with and supported by the evidence adduced at the trial of this case, as such the verdict must be confirmed. The plaintiffs clearly established their title to the disputed property. Where the plaintiff in an ejectment action has shown a valid and legal title to property, he or she is rightfully entitled to recover the said property in dispute upon strength of that title. *Tulay vs. Salvation Army (Liberia) Inc.*, 41LLR 262 (2002).

In the mind of this court, the jury verdict is consistent with the evidence adduced at the trial. The jury is the exclusive judge of the evidence, and must in reason, be the exclusive judge as to what constitutes the preponderance of the evidence; where the jury reached a conclusion after having given some consideration to the evidence which is sufficient to support a verdict, the same should not be disturbed by the court. *American Life Insurance Company Inc. vs. Holder*, 29LLR 143 (1981).

Wherefore and view of the foregoing, the jury verdict is affirmed and confirmed. Defendants are adjudged liable in ejectment. The defendants are ordered ousted from the property. The clerk of court is ordered to prepare a writ of possession and place same in the hands of the sheriff who shall proceed to the subject property and put plaintiff in full and unmolested possession thereof in keeping with the metes and bounds of plaintiff's title deed. Cost ruled against defendants.

Given under our hands and the seal of court  
this 31<sup>st</sup> day of May, A. D. 2018  
SCHEAPLOR R. DUNBAR  
ASSIGNED CIRCUIT JUDGE  
CIVIL LAW COURT "B"

The appellants have assigned seven (7) errors in their bill of exceptions which are summarized as follows:



1. That the trial court erred when it disallowed the appellants' question posed to the appellee's witness on cross examination in the following manner: "Mr. Witness, please refresh your memory if you know whether the Intestate Estate of the late Jacqua Wright sold the entire 419.23 acres of land that the Estate owned to on Arnold Janneh Kandakai?"
2. That the trial court erred when it overruled the appellants' objection to a question posed to Lamine Bonokai as follows: "Mr. Witness, the first witness for the plaintiff is on [record] that at the time the plaintiff paid the US\$6,000.00 to the people of Worlokor Village for the 5 acres of land, you received US\$300.00 as your share of the money which was refused and requested that the amount be increased to US\$500.00 as your share of the money. Is it not true that you received US\$500.00 as your share of the money?" The appellants contend that the records contain no such testimony.
3. That the trial court erred when it ignored the appellants' charge to the jury on ejectment, preponderance of evidence and parole evidence as contained in appellants' legal memorandum.
4. That the trial court erred when it held in its final ruling that the plaintiff's last witness testified that the disputed land is located in Fendell, Louisiana District, Montserrado County. The appellants contend that no such testimony is contained in the record.
5. That trial court erred when it held in its final ruling that the plaintiff produced two rebuttal witnesses, instead, the plaintiff produced three (3) rebuttal witnesses.
6. That the trial court erred when it held in its final ruling that "the evidence showed that this money was paid by the plaintiff in the presence of the people of Worlokar, Montserrado County and the money was divided amongst all the family heads of the town. The property was surveyed and an administrator deed prepared and executed in favor of the Bishop and his wife. The defendants herein, claiming to be administrators and beneficiaries of the Intestate Estate of the late Gull Goal and Kefessi, and having participated fully in the sale of the land to Bishop Kaimu, proceeded to the property and sold it to third parties." The appellants contend that there is no relationship between the appellee's grantors and the appellants.
7. That the trial court erred when it held in its final ruling that "the evidence established that the defendants were ordered by the Probate Court for Montserrado County to stop selling land because the Estate of Gull Goal and

Kefessi did not own any land in the area.” The appellants contend that no evidence was produced during trial to show that the Probate Court ordered cancelled the deed of the Estate of Gull Goal and Kefessi.

We note that the appellants have raised several contentions in their bill of exceptions. This Court, however, is inclined to limit its consideration to germane issues which are dispositive of this case. *Universal Printing Press v. Blue Cross Insurance Company, Supreme Court Opinion, March Term, A.D. 2015* In this regard, we shall consider for this review the appellants’ counts# 2, 3, 4, 6 and 7 of their bill of exceptions.

As indicated herein, the appellants failed to file a brief and to appear for argument before the Bench thereby forfeiting the opportunity to set forth the basis of their case consisting of the legal and factual arguments and the authorities in support of them. *Black’s Law Dictionary Ninth Ed, page 217*. Howbeit, for the purpose of promoting the ends of justice, we shall endeavor to search and examine the certified records for the evidence that will enable this Court to reach a logical conclusion. *Salala Rubber Corporation v. Francis Y.S. Garlawolu 39 LLR 609 (1999), Boyce v. Boyce, Supreme Court Opinion, March Term, A.D. 2023*

The appellants contend in count #2 of the bill of exceptions that it was an error for the trial court to have overruled its objection to a question posed to co-appellant Lamie Bonokai in respect of the witness receiving the amount of US\$500.00 as his share of the US\$6,000.00 said to have been paid by the appellee to the Intestate Estate of James Wright for the purchase of the five acres of land in 2007. According to the appellants, the question was a misquotation of the testimony of the previous witness (i.e, the appellee himself) and that the question was both irrelevant and immaterial. The records show that when the objection was overruled, the witness, Lamie Bonokai answered the question in the negative. The appellee produced a rebuttal to the witness’ denial that he received share of the amount paid by the appellee for the subject property.

Testifying for himself as the first witness, the appellee told the jury and court that his grantors including the co-appellant Lamie Bonokai shared the proceeds of the sale for the five acres of land he purchased from the Estate of James Wright. The appellee’s testimony was corroborated by his second witness, J. Franklin Wright who testified that he knows the co-appellants Lamie Bonokai and William Mator; that he recognized the co-appellant Lamie Bonokai as his foster cousin since his

(witness') grandfather reared the latter's father and that he (Lamie Bonokai) received share of the proceeds of the sales made to the appellee. We quote Witness J. Franklin Wright's testimony on the direct examination as follows:

“Q. Do you know Lamie Bonokai, William Martor, Jackson Quasa, Ma Sunday, Tarkonjay, Sensee Elijah, Antony Daniels, Papa Korkor?

A. I [know] only two persons and they are: Lamie Bonokai and William Martor.

Q. Mr. Witness, the Lamie Bonokai you talked about, what is your relationship to Lamie Bonokai?

A. The relationship between us and Lamie Bonokai is that our grandfather reared Bonokai's father and this how he became part of our family.

Q. Mr. Witness, during the sale of the land to the plaintiff, was Lamie Bonokai part of the group that received money from the plaintiff?

A. of course, yes.”

The records also show that both on the direct and cross examinations of the appellee's witnesses, there was no mention of an amount allegedly received by the co-appellant Lamie Bonokai. However, the appellee rebuttal witness, J. Franklin Wright testified that the co-appellant aforementioned received US\$500.00 as his share of the purchase price for the five acres of land acquired by the appellee. Be that as it may, it can be said that the appellee's counsel misquoted the testimony of the appellee insofar as the amount received by the co-appellant Bonokai was concerned during the cross examination of the said co-appellant Lamie Bonokai. In other words, the trial court could have sustained the appellants' objection based on misquotation however reserving the right in the appellee to rephrase the question by laying the proper premise. On the other hand, we do not fathom how the question in respect of the co-appellant Bonokai receiving money was irrelevant or immaterial? We hold the view that the question was both relevant and material in that the appellee had alleged in count #3 of his complaint “that for no legal or moral justification, the defendants, some of whom received and benefited from the proceeds of said property have sold or encroached on the plaintiff's property...” The *Civil Procedure Law Rev. Code: 1:25.4* provides that “all evidence must be relevant to the issue; that is, it must have a tendency to establish the truth or falsehood of the allegations or denials of the

parties or it must relate to the extent of the damages.” Evidence is immaterial when it is “offered to prove matter not in issue.” *Black’s Law Dictionary Ninth Ed page 637*. The question posed to the co-appellant, Lamie Bonokai, tended to establish that he participated in the transaction for the sale of the five acres of land to the appellee and that he received portion of the proceeds paid to the Intestate Estate of James Wright. We therefore hold that the question under review is relevant and material to prove the appellee’s allegation referred to herein above. We also hold that the misquotation alluded to herein above is not material enough to warrant the reversal of the lower court’s final determination under review.

The appellants have assigned as error the alleged failure of the trial judge to charge the trial jury as requested by the appellants on the application of the meaning of ejectment, preponderance of evidence and parole evidence rule as contained in appellants’ legal memorandum. The records certified from the court below do not support this allegation. The written charge to the jury cull from records contained summary of the facts, that is, the testimonies of the witnesses on both sides, instructions on the principles of burden of proof, ejectment, best evidence, admissions, relevance, prima facie case, probate court, administration of intestate estate, revocation of letters of administration, preponderance of evidence, sympathy/prejudice and duty of jury to deliberate. Hence, the said count #3 is out rightly overruled.

The appellants’ fourth assignment of error is that the trial court held in its final ruling that the appellee’s last witness testified that the disputed land is in Fendell, Louisiana District, Montserrado County. The appellants contend that no such testimony is contained in the record. Contrary to the appellants’ assertion that the appellee’s third witness, Varney Pabai, did not testify to the location of the disputed property, we again cull from the certified records the court’s question to the witness and the witness’ answer thereto as follows:

“Q. Mr. Witness, this land we are talking about where is it?

A. It is in Fendell, Louisiana Township”

This alleged error not finding support in the certified records, the same cannot be countenance by this Court.

The appellants also assigned as error the trial court’s holding that “the evidence showed that [this] money was paid by plaintiff (appellee) in the presence of the people of Worlokar, Montserrado County and that the proceeds divided amongst all

the family heads of the town. The property was surveyed and an administrator deed prepared and executed in favor of Bishop [Fungbeh Kiamu] the appellee and his wife. The defendants (appellants) herein, claiming to be administrators and beneficiaries of the Intestate Estate of the late Gull Goal and Kefessi, and having participated fully in the sale of the land to Bishop Kaimu, proceeded to the property and sold it to third parties.” The appellants contend that there is no relationship between the appellee’s grantors and the appellants.

Our review of the evidence points to the corroborated testimonies of the appellee’s witnesses tending to show that co-appellant Lamie Bonokai who is said to be one of the beneficiaries of the Estate of James Wright, participated in the sale transaction transferring title to the appellee from the Wright Estate and received money therefrom. The same Lamie Bonokai purporting to be a co-administrator or a beneficiary of the Intestate Estate of Gull Goal and Kefessi is also alleged to have engaged in the sale of the same five acres of land previously acquired by the appellee from the Intestate Estate of James Wright. This Court says that while there may not be a direct relationship between the appellee’s grantors and other appellants, the involvement of co-appellant Lamie Bonokai in the sales of the same parcel of land by two estates connotes of a collusion and machination to defraud and deprive the appellee of the parcel of land he regularly acquired from the Wright Estate. To condone such scheme of thing would be defeating the ends of justice and equity; an act, this Court views as obnoxious and unacceptable. *Winifred Mason et al v. R. L., Supreme Court Opinion, October Term, A. D. 2021.*

In the Mason case, the appellants, Winston Kennedy, Jeremiah N. McCauley and Tony B. Allen, were convicted of criminal conveyance of land after it was established that the private prosecutrix, Lydia K. Goaneh had prior purchased a parcel of land from the TarpehWleh Estate with the participation of co-appellant Winston Kennedy as the go-between and a relative to one of the administrators of the said estate. Subsequently, the said Winston Kennedy in collusion with Tony B. Allen and John Allen also relatives or beneficiaries of the Tarpeh Wleh Estate, sold all of the nine lots of land previously acquired by the private prosecutrix to third parties including co-appellant Jeremiah N. McCauley under a purported sale through the Intestate Estate Daniel B. Walker; an act, this Court viewed as “a collusion between the two intestate estates whose administrators not only know each other, but that there exists kinship, to come under the guise of adverse claims over title by these estates to circumvent and evade the Criminal Conveyance Act (2014). This

Court refuses to countenance such design by the appellants to defeat the end purpose of the Act.” We hold the same view today. Accordingly, the appellants Lamine Bonokai and William Mator, being similarly situated in this case, this Court sees the compelling reason to order the lower court to forward the names of these appellants to the Ministry of Justice for prosecution and to send a caveat to the Liberia Land Authority listing them as “restricted land dealers” advising the public against doing business with them.

Lastly, the appellants averred that the trial court erred when it held in its final ruling that “the evidence established that the defendants were ordered by the Probate Court for Montserrado County to stop selling land because the Estate of Gull Goal and Kefessi did not own any land in the area.” The appellants contend that no evidence was produced during trial to show that the Probate Court ordered cancelled the deed of the Estate of Gull Goal and Kefessi. Succinctly, we take recourse to the records for the last time to ascertain whether or not the revocation of the letters of administration to co-appellants, William D. Mator and Lamie Bonokai, by the Monthly and Probate for Montserrado County was introduced into evidence during trial. We cull from the testimony of the co-appellant William Darsay Mator on the cross examination as follows:

“Q. Mr. Witness, in your general testimony, you told this court and the jury that your letters of administration was revoked by the Probate Court of Montserrado County on the basis that you, William D. Mator and Lamie Bonokai created a fake deed for which your letters of administration was revoked. Since the revocation of your letters of administration, have you been able to stop selling those lands that you were warned by the Probate Court?

A. Since the probate court ruling, I stopped selling lands.”

The law in vogue is that “all admissions made by a party himself or *by his agent acting within the scope of his authority are admissible...*” *emphasis supplied Civil Procedure Law Rev. Code: 1:25.8(1), In re: Gibson v. Dennis 40 LLR 698 (2001)*

It is also a settle principle hoary with time in this jurisdiction that "in the trial of civil cases, it is the province of the jury to consider the whole volume of evidence, estimate and weigh its value, accept, reject, reconcile and adjust its conflicting parts,

and be controlled in the result by that part of the testimony which it finds to be of greater weight. The jury is the exclusive judge of the evidence, and must in reason be the exclusive judge as to what constitutes the preponderance of the evidence. Accordingly, where the jury [has] reached a conclusion after having given consideration to evidence which is sufficient to support a verdict, the decision should not be disturbed by the court." 39 AM. JUR., *New Trial*, § 133. *Gboking et al v. Johnny Hills, Sr. et al*, the Supreme Court Opinion, March Term, A.D. 2019, *Francis K. Zayzay et al v. ABC Children Aid Liberia, Inc.*, Supreme Court Opinion, March Term, A.D. 2019, *Benson v Sawyer*, Supreme Court Opinion, October Term, A.D. 2015.

In the instant, the jury having received and considered the whole volume of evidence, weighed its value, accepted, rejected, reconciled and adjusted the conflicting parts, and returned with a unanimous verdict of liable against appellants as revealed by the certified records before this Court, we are inclined not to disturb the unanimous verdict of the trial jury.

WHEREFORE and in view of the foregoing, the final ruling of the trial court is affirmed. The Clerk of this Court is ordered to send a mandate to the court below commanding the judge presiding therein to resume jurisdiction over this case and enforce the Judgment of this Opinion. AND IT IS HEREBY SO ORDERED.

*When this case was called for hearing, no counsel appeared for the appellants. Counsellors K. Rufus Moore, David M. Kolleh, Jr. and Mamee S. W. Gongbah of the Liberty Law Firm appeared for the appellee.*