

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

BEFORE HER HONOR: SIE-A-NYENE G. YOUH.....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.....ASSOOCUATE JUSTICE

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The Intestate Estate of Edmond D. Cisco by and thru )  
its Administrators, Ruth J. Speare, Josephine Cisco )  
Lee K. Benson and Albert D. Cisco of Sinkor, Airfield )  
Monrovia, Liberia.....Appellant )

Versus )

) APPEAL  
)

Mount Sanai Tabernacle by and thru its Pastor )  
Jefferson P. Nyonbe, and all occupants under his )  
authority and control, also of Sinkor, Airfield and His )  
Honor Schaepolar R. Dunbar.....Appellees )

GROWING OUT OF THE CASE: )

The Intestate Estate of Edmond D. Cisco by and thru )  
its Administrators, Ruth J. Spearei, Josephine Cisco )  
Lee K. Benson and Albert D. Cisco of Sinkor, Airfield )  
Monrovia, Liberia.....Plaintiff )

Versus )

) ACTION OF  
) EJECTMENT  
)

Mount Sanai Tabernacle by and thru its Pastor )  
Jefferson P. Nyonbe, and all occupants under his )  
authority and control, of Sinkor, Airfield....Defendant )

Heard: March 28, 2023

Decided: May 19, 2023

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE COURT

The facts as the certified records reveal are that the late Edmond D. Cisco purchased a half (1/2) lot of land lying and situated in Larkpazee community, Sinkor, Monrovia from Africanus L.M. Mapleh in 1974. Edmond D. Cisco died intestate and upon his death, one of the six children born out of his body, Joshua Cisco, obtained Letters of Administration from the Monthly and Probate Court for Montserrado County authorizing him to administer the intestate of his late father. The said letters of administration was issued to Joshua Cisco on September 13, 2017. Based on the authority conferred on him as administrator of the intestate estate of Edmond D. Cisco, Joshua Cisco obtained Court’s Decree of Sale and thereafter conveyed

the half (1/2) lot of land acquired by the late Edmond D. Cisco in 1974 to the appellee herein, Mount Sanai Tabernacle. This conveyance was made on August 14, 2018, and an Administrator's Deed issued as evidence thereof.

On October 25, 2018, the Probate Court for Montserrado County issued another Letters of Administration to Ruth J. Speare, Josephine Cisco, Lee K. Benson and Albert D. Cisco appointing them as administrators of the intestate estate of Edmond D. Cisco. On the strength of said letters of administration, the administrators, acting as representatives of the intestate estate of Edmond D. Cisco, appellant herein, instituted an action of ejectment against the appellee Sanai Tabernacle in the Sixth Judicial Circuit Court, praying the court to oust and eject the appellee from the half (1/2) lot of land conveyed to it by Joshua Cisco. The appellant alleged in its complaint that the appellee, knowing that the property belongs to the appellant and is being administered by the administrators appointed by the Probate Court, proceeded to surreptitiously purchase the property from Joshua Cisco who is not the administrator of the estate; that the appellee pursuant to this purchase, continues to illegally withhold and possess the appellant's property despite the notice to vacate served on the appellee. In addition to its prayer to oust and vacate the appellee, the appellant prayed the court to adjudge the appellee liable in general damages of Fifty Thousand United States Dollars (US\$50,000.00) for the disturbance, mental anguish and embarrassment suffered by the appellant in consequence of the wrongful and illegal withholding of its property. The appellant attached to its complaint several instruments which include, a copy of the Letters of Administration issued by the Probate Court to the administrators of the intestate of Edmond D. Cisco; a copy of the title deed issued to the late Edmond D. Cisco; copies of a letter written to the appellee by one of the administrators of the appellant estate notifying the appellee to vacate the property in dispute and a response letter written by Joshua Cisco urging the appellant estate to refrain from harassing the appellee.

Responding to the appellant's complaint, the appellee filed a sixteen-count answer, denying the appellant's allegation that it is illegally withholding the appellant's property. The appellee contended that it is the legitimate owner of the property in dispute by virtue of an honorable purchase from the intestate estate of Edmond D. Cisco, represented by its Administrator Joshua Cisco. The appellee stated that early 2018, Joshua Cisco commenced negotiations with the appellee regarding sale of the subject property and he presented himself as the sole administrator of the intestate estate of Edmond D. Cisco, displaying several documents in support of his claim; that

the appellee raised the amount requested by Joshua Cisco and began to pay by installments, commencing from April to October 2018. The appellee stated further that Joshua Cisco confirmed that he sold the property to the appellee at a conference held in Criminal Court "A" between the parties herein based on a complaint filed by the appellant. The appellee alleged that the sole intent of the purported administrators of the appellant's estate is to resell the property to another party at a price higher than that which the appellee paid, and it is in pursuit of that intention that the action of ejectment was instituted. The appellee challenged the legal capacity and standing of the appellant to institute the action of ejectment against it and prayed the court to deny and dismiss the action of ejectment in its entirety. The appellee attached the following instruments to its answer: a copy of the Letters of Administration issued by the Probate Court for Montserrado County to Joshua Cisco; a copy of the Court's Decree of Sale issued by the Probate Court to Joshua Cisco for the sale of the subject property; a copy of the Administrator's Deed issued by the intestate estate of Edmond D. Cisco to the appellee; a copy of the Mother's (Grantor) Deed issued to the late Edmond D. Cisco; copies of several receipts of payment made to Joshua Cisco by the appellee.

The appellant filed reply to the appellee's answer, restating therein that the administrators of the appellant estate are the true administrators of the intestate estate of Edmond D. Cisco; that the late Edmond D. Cisco had several children and as such one person cannot be the sole administrator of his estate without the consent of the other children; that the Letters of Administration and Court's Decree of Sale issued to Joshua Cisco are fraudulent; that Joshua D. Cisco's signature was forged on the petition for the letters of administration as he was not aware of its preparation and filing; that Joshua Cisco has executed an affidavit of non-consent disavowing his consent to the letters of administration issued to him. The appellant further averred that the appellee was aware that Joshua Cisco is not the owner of the subject property because the appellee entered the property as a tenant, hence, the appellee cannot claim to have purchased the same property from Joshua Cisco; that it was one Darlene Cisco, daughter of the late Edmond D. Cisco, who placed the appellee on the subject property free of rental payment, and it was after her death that the appellee surreptitiously prepared all the documents to facilitate its illegal purchase of the property.

When pleadings rested, the Civil Law Court, Sixth Judicial Circuit, conducted a bench trial in the case predicated upon the appellant's waiver of a jury trial.

During trial, the appellant paraded three general witnesses and a rebuttal witness to testify on its behalf. The appellant first witness, Joshua Cisco, basically denied ever selling the subject property to the appellee and affirmed the affidavit of non-consent issued by him in which he renounced his consent to the Letters of Administration issued to him based upon which he sold the property to the appellee. Witness Joshua Cisco further stated that the property in dispute was owned by his father, the late Edmond D. Cisco who had six children and that his father's estate is being administered by Lee Benson, Albert Cisco, Josephine Cisco and Ruth J. Spearie.

The appellant second witness, Edma Seh, testified that the appellee entered the subject property in 2013, through the help of her late mother, Lueh Cisco Kawshie. According to the witness, the appellee church through its head pastor, Jefferson P. Nyongbe, asked her late mother to assist the appellee to worship in the school building located on the property because the appellee had broken away from another church; that the appellee was then permitted to commence worshipping in the school building every Sunday free of rent payment. The witness said that when her late mother got ill, the deed to the property was turned over to the witness eldest sister, Antoinette Yaya Cole, who was a member of the appellee church and the appellee's head pastor was called to serve as a witness during the turn over. The witness stated further that when her late mother died, the Cisco family requested the appellee to vacate the property, but the appellee head pastor said that he would get back to the family on that issue; that unbeknown to the family, the appellee head pastor during one of the appellee worship services, made an announcement to the congregation that he had purchased the property, displaying the deed to the congregation; that this angered some family relatives who were in attendance at the service thus prompting the family to cite the appellee to a meeting with the community chairman and other residents; that at the meeting, the appellee head pastor informed them that he purchased the property from Joshua Cisco who is the son of the late Edmond D. Cisco.

The appellant third witness, Naomi N. Karnga, introduced herself as a neighbor to the Cisco family and essentially restated the testimony given by the second witness on how the appellee entered the property and the appellee subsequent claim of purchasing the property from Joshua Cisco.

She said further that upon the death of the late Edmond D. Cisco, she only saw Darling Cisco, the decedent's eldest daughter, taking care of the property and that Joshua Cisco whom the appellee is said to have purchased the property from also lived on the property.

The appellant admitted the following instruments into evidence during the presentation of its case: a) the title deed of Edmond D. Cisco; b) the letters of administration issued to the administrators of the intestate estate of Edmond D. Cisco; c) the affidavit of non-consent issued by Joshua Cisco disavowing his consent to the Letters of Administration issued to him; d) the notice to vacate from Lee Benson to the appellee.

When the appellant rested with the production of evidence, the appellee proceeded to present its side of the case, parading three general witnesses.

The appellee first witness was Jefferson P. Nyongbe, Head Pastor of the appellee church. He testified that Joshua Cisco once came at his house and informed him that the Cisco family had decided to sell the subject property and wanted to know whether the appellee had interest in purchasing the property and if not, the family would then sell to a third party. The witness said that he then informed the board of the appellee church about the offer to buy the property made to him by Joshua Cisco, and the board in turn requested to see Joshua Cisco to inquire from him whether the Cisco family had decided to sell the property; that Joshua Cisco met the board and confirmed that the Cisco family had indeed decided to sell the property; that the board further requested Joshua Cisco to bring one family member to attest to the information provided by him, and he brought one Jonathan Cisco who confirmed that the Cisco family had decided to sell the property. With this confirmation, the board agreed to purchase the property at the price of US\$11,500.00 (Eleven Thousand Five Hundred United States Dollars) and L\$10,000.00 (Ten Thousand Liberian Dollars) as requested by Joshua Cisco. The board then informed the family that payment will be made through the witness, and requested for legal authority from Joshua Cisco to sell the property; that Joshua Cisco presented a copy of the letters of administration issued to him by the Probate Court. The witness said that the appellee commenced payment of the purchase price and every time payment is made, receipt is issued to the appellee; that upon completion of the payment, Joshua Cisco presented to the appellee a copy of the letters of administration issued to him by the Probate Court, the Court's Decree of Sale, the Mother's Deed of the property, Administrator's Deed, photocopy of Joshua's passport, and sales agreement for the property.

The witness stated further that when the above referenced documents were presented to the appellee, he then made the announcement during worship service to the congregation that the appellee had acquired the property; that three days later, he received a letter from one Lee Benson asking the appellee to vacate the property; that the letter was presented to Joshua Cisco who wrote a reply to Lee Benson that he (Lee Benson) has no right to question Joshua's authority to sell the property; that after a week, the appellee was cited to a conference at Criminal Court "A" by His Honor Roosevelt Z. Willie, and at that conference, Joshua Cisco admitted to receiving money from the appellee, prompting the judge to dismiss the matter and inform the family to pass title to the appellee.

The appellee second and third witnesses, Debra Yei Wrotto, and Decontee D. Wleh, members of the appellee board, confirmed the testimony of the appellee first witness regarding the discussions had between the board and Joshua Cisco prior to the agreement to purchase the property and the documents presented to the appellee upon completing payment for the property.

The appellee rested with the production of oral evidence and admitted the following instruments as documentary evidence: a) copy of the letters of administration issued to Joshua Cisco; b) copy of the Court's Decree of Sale authorizing the sale of the property; c) copy of the Mother's Deed issued to the late Edmond D. Cisco for the Property; d) the Administrator's Deed issued to the appellee by Joshua Cisco; d) copies of receipts of payment made by the appellee for the property; e) copy of the passport of Joshua Cisco.

Based on notice to the court to rebut an aspect of the testimony given by the appellee first witness, the appellant brought Jonathan Cisco as a rebuttal witness. He said that contrary to the appellee first witness claim that he (Jonathan Cisco) and Joshua Cisco requested additional amount from the appellee in order to clear certain part of the property, he at no time made request for additional amount from the appellee. The witness also denied ever joining Joshua Cisco in any land transaction with the appellee.

When the parties rested with the production of evidence, final argument was had into the case and thereafter, His Honor Scheapolar R. Dunabr, sitting as both judge and jury over the case, presented final judgment, adjudging the appellee not liable in ejectment. The judge held that the evidence adduced at trial clearly established that the intestate estate of Edmond D. Cisco, by

and thru its administrator at the time, Joshua Cisco, lawfully conveyed the property in dispute to the appellee on August 14, 2018, and that the appellant failed to prove its allegation that the Letters of Administration and Court's Decree of Sale issued to Joshua Cisco by the Probate Court were fraudulently obtained.

The appellant excepted to the judge's final judgment, announced and perfected its appeal to this Court, urging us to review said judgment for what the appellant believes to be errors committed by the judge without which the outcome of the case would have been different. The core allegations comprising the appellant's bill of exceptions are that the judgment is contrary to the weight of the evidence adduced during trial because Joshua Cisco, the purported seller of the property to the appellee, testified that he never sold the property to the appellee, and that all the documents presented by the appellee were fraudulent.

The facts as narrated supra present two issues for our determination:

1. Whether the sale of the property in dispute made by Joshua Cisco to the appellee is legally valid.
2. Whether the appellant proved that the Letters of Administration and Court Decree of Sale upon which Joshua Cisco relied to convey the property in dispute to the appellee were fraudulently obtained.

We begin with the first issue on the legal validity of the sale of the property made by Joshua Cisco to the appellee Sanai Tabernacle.

The legal prerequisites for the administration and disposition of the property belonging to a decedent who died intestate have been laid down by this Court in a litany of Opinions. The Court has held that it is the probate court that authorizes the appointment of person (s) to administer an intestate estate, and for those appointed to dispose of the intestate property. Therefore, for person(s) to administer an intestate estate and dispose of the said estate, proof must be established of said authorization by the probate court; absence said appointment and authorization by the probate court, any sale transaction affecting the estate is null and void ab initio. *Tetteh v. Stubblefield*, 15 LLR 3 (1962); *Caulcrick v. Lewis et al*, 22 LLR 37, 43 (1971); *Phillip Glago et al v. Michael N. Wisseh*, Supreme Court Opinion, March Term, 2022. In keeping with the laws cited herein, the sale of a property belonging to an intestate estate is legally valid when such sale is made by a person who is duly appointed by the probate court as

administrator of that intestate estate, and also when such sale is specifically authorized by the probate court through the issuance of a Court's Decree of Sale.

As applied to this case, the question is, was Joshua Cisco duly appointed as administrator of the intestate estate of Edmond D. Cisco; also was Joshua Cisco authorized by the probate court to dispose of the particular property in dispute? We answer in the affirmative. The records irrefutably show that Joshua Cisco was issued Letters of Administration by the Monthly and Probate Court for Montserrado County on September 13, 2017, appointing him as administrator of the intestate estate of Edmond D. Cisco. This letter was issued under the signature of the erstwhile Judge of the Monthly and Probate Court for Montserrado County, His Honor J. Vinton Holder, and was registered in Volume 09-2017, pages 317938 of the National Archives on September 25, 2017. Further, Joshua Cisco was issued a Court's Decree of Sale by the Monthly and Probate Court for Montserrado County on September 27, 2017, authorizing him to dispose of the half (1/2) lot of land subject of this dispute. The Court's Decree of Sale was again issued under the signature of Judge J. Vinton Holder of the Monthly and Probate Court for Montserrado County, and was registered in volume 09-2017, pages 317939 of the National Archives on September 28, 2017.

The records thus compelled us to conclude that Joshua Cisco was clothed with the authority to administer the intestate estate of Edmond D. Cisco and to also legally dispose of the half (1/2) lot parcel of land which is subject of this case. Our conclusion is premised on the holding of this Court that in cases of intestate estates, the appointment of administrator (s) by the probate court is conclusive evidence of authority of said administrator to convey portion of an intestate upon authority of the court issuing the letters of administration. *Mendohdou et al v Geahdoe et al*, 39 LLR 742, 748-749 (1999); *Phillip Glago et al v. Michael N. Wisseh*, Supreme Court Opinion, March Term, 2022.

It was in reliance on the authority so conferred on him by the Probate Court for Montserrado County to administer the intestate estate of Edmond D. Cisco and to dispose of a parcel of half (1/2) lot of land belonging to that estate, that Joshua Cisco sold the property in dispute to the appellee. As evidence of that sale, he issued to the appellee an Administrator's Deed signed by him on August 14, 2018, and witnessed by Jefferson P. Nyongbe, Jonathan Cisco, Morris Freeman and Decontee D. Wleh.



Therefore, contrary to the administrators of the appellant claim that the appellee surreptitiously purchased the property from Joshua Cisco with full knowledge that he was not the administrator of the estate, the records show that at the time of the sale of the property to the appellee, Joshua Cisco was the lawful administrator of the intestate estate of Edmond D. Cisco and was granted full authority to dispose of the subject property. The administrators of the appellant estate obtained their letters of administration two months after the sale of the property to the appellee, and there is no showing that these administrators obtained any decree of the probate court revoking or invalidating the Letters of Administration issued to Joshua Cisco prior to his sale of the property to the appellee. We therefore see no reason strong enough to invalidate the appellee's deed.

The next issue for determination is whether the appellant proved that the Letters of Administration and the Court's Decree of Sales issued to Joshua Cisco were fraudulently done by his lawyer and that he had no knowledge that these instruments were issued in his name.

The appellant makes two arguments in regard to the allegation of fraud. The appellant asserts that Joshua Cisco was not the only child of the late Edmond D. Cisco, and therefore, he could not individually obtain Letters of Administration to administer the intestate estate of Edmond D. Cisco. The appellant also contends that the Letters of Administration obtained by Joshua Cisco is fraudulent because Joshua Cisco himself executed an affidavit of non-consent in which he denied consenting to the Letters of Administration issued to him by the Probate Court. We address each of the two arguments, beginning with the contention on Joshua Cisco singlehandedly obtaining Letters of Administration for the administration of the intestate estate of Edmond D. Cisco.

We note that the certified records show and the appellee does not deny that the late Edmond D. Cisco had six children born out his body during his life, and that Joshua Cisco is one of Edmond Cisco's children. Under the Decedents Estates Law, Joshua Cisco, like any of his five siblings, falls in the category of qualified persons to administer the intestate estate of his late father. Chapter 111.1 of the Decedents Estates statute under the caption "Order of priority for granting letters of administration" states:

1. Standard sequence. Letters of administration must be granted to the persons who are distributees of an intestate and who are eligible and qualified, in the following order:
  - (a) the surviving spouse;

- (b) *the children;*
- (c) *the grandchildren;*
- (d) *the father or mother;*
- (e) *the brothers or sisters;*
- (f) *any other persons who are distributees, preference, however, being given to the person entitled to the largest share in the estate.*

As more pertinent to this case, Chapter 111.2 of the Decedent Estates Law grants unto the probate court the unquestionable discretion to grant letters of administration to either one or more of the persons listed in Chapter 111.1. Chapter 111.2 reads:

2. *Court's discretion to appoint within each category.* Within each priority rank assigned herein to the persons in each category, the court in its discretion may grant letters of administration as follows:

- (a) *Where there are eligible distributee equally entitled to administer the estate, the court may grant letters of administration to one or more such persons.* [emphasis ours].

In keeping with the law quoted above, the probate court was in no error when it granted Letters of Administration to Joshua Cisco alone for the administration of the intestate estate of Edmond D. Cisco. The court correctly exercised the discretion granted it by law, and we are bound by the outcome thereof.

The other contention of the appellant is that the Letters of Administration issued to Joshua Cisco was fraudulent because he executed an affidavit of non-consent denying his consent to the petition for obtaining the letters.

Our review of the affidavit of non-consent issued by Joshua Cisco shows that Joshua Cisco recognized Ruth J. Speare, Josephine Cisco, Lee Benson and Albert D. Cisco as the bona fide administrators of the intestate estate of Edmond D. Cisco; he also states therein that the letters of administration obtained by him was not by his consent but was rather prepared by his lawyer, Counsellor Denise Sokaun unbeknown to him; he further asserts that the signature on the deed issued to the appellee is not his genuine signature.

It is important to note that the affidavit of non-consent which seeks to disavow the Letters of Administration issued to Joshua Cisco and the sale of

the disputed property made thereunder was executed on March 4, 2019, one year five months after the Letters of Administration was obtained from the Probate Court for Montserrado County on September 13, 2017. Furthermore, the affidavit was issued six (6) months after Joshua Cisco completed the sale of the property to the appellee and issued the appellee an Administrator's Deed on August 14, 2018. The appellant estate itself proffered a letter written by Joshua Cisco in which he warned the administrators of the appellant estate to desist from disturbing the appellee, and also confirmed that the appellee was not illegally occupying the subject premises. We quote below the said letter:

"December 10, 2018

Mr. Lee Benson  
Montserrado County, Liberia

Dear Mr. Benson:

This is to acknowledge receipt of your December 4, 2018, letter addressed to Jefferson P. Nyongbe, Pastor, Mount Sinai Tabernacle, the Church that is currently occupying the subject premises that you are alleging to be one of the administrators of the Cisco family and requesting the Church to vacate said premises on January 4, 2019.

Kindly be informed that the Church is not occupying the said property illegally and more importantly, you have no right to write the church without my knowledge. In that if you have any concerns regarding the church's presence on the subject property, you are to channel same to me for further information.

However, your actions of writing the Church to vacate the subject property is disturbing, molesting and harassing in that you have no connection to this property and therefore you cannot just interfere with the property without first consulting me.

In furtherance hereof, I will appreciate were you to meet me on January 4, 2019, at the hour of 4:00 p.m., at my house to discuss your concerns regarding the property in question. Please fail not to attend this meeting because your failure to appear will be construed as unauthorized action which will be sufficient to instigate actions that we have avoided in the past.

Kind Regards.

Very truly yours,

Josuha Cisco  
ADMINISTRATOR

Cc. Pastor Jefferson P. Nyongbe"

This letter written on December 10, 2018, and proffered by the appellant itself contradicts Joshua Cisco's affidavit that he was unaware of the probate proceedings which preceded the granting of the letters of administration and Court's Decree of Sale issued to him. In this letter, he affirms the legality of the appellee occupancy of the disputed property and names himself as administrator of the intestate estate of Edmond D. Cisco. He is therefore estopped from disavowing his own act having derived pecuniary benefits therefrom. Besides, the appellee first witness, Head Pastor of the appellee church in his testimony stated that the appellee was cited to a conference at Criminal Court "A" by His Honor Roosevelt Z. Willie, and at that conference, Joshua Cisco admitted to receiving money from the appellee for the property and this prompted the Judge to dismiss the matter and inform the family to pass title to the appellee.

This Court has held that the principle of estoppel will prevent a party from denying his own acts and neither law nor equity will permit a party from disclaiming his acts. *Knowlden v. Johnson*, 39 LLR 329 (1999). Further, a party will not be allowed to maintain a position inconsistent with the position under which he has received and accepted benefits. *Kartoe and Williams v. Inter-con Security System, Inc.* 38 LLR 415 (1999). As far back as 1895, this Court fittingly stated the public policy rationale underpinning the principle of estoppel in the following words:

"Nothing would work greater injustice than for a man to execute a note or deed in favor of another, and then attempt to prove its unlawfulness." *East African Co. v. Dunbar*, 1 LLR 279 (1895)."

In view of the foregoing, we hold that neither the affidavit of non-consent executed by Joshua Cisco disavowing the Letters of Administration issued to him, nor the fact that the Probate Court issued Letters of Administration to Joshua Cisco alone to administer the intestate estate of Edmond D. Cisco suffices as proof that the appellee acquired the property from Joshua Cisco by fraud. Accordingly, we affirm the final judgment entered by the court below as there exist no legal basis for reversing said judgment.

WHEREFORE AND IN VIEW OF THE FOREGOING, the final judgment of the court below finding the appellee not liable in ejectment is hereby confirmed and affirmed. The Clerk of this Court is ordered to send a mandate to the judge presiding in the Sixth Judicial Circuit Court, Montserrado County, to resume jurisdiction over this case and give effect to the Judgment emanating from this Opinion. Costs are ruled against the appellant. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING COUNSELLORS HENRY BARKOUN, JR. AND JAMES N. KUMEH OF THE TORCH PROFESSIONAL CONSULTANCY, INC. APPEARED FOR THE APPELLANT. COUNSELLOR FESTUS K. NOWON OF THE DUGBOR LAW FIRM APPEARED FOR THE APPELLEE.