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

Wissedi Sio Njoh, and all those acting under the scope Of her authority, all of the City of Paynesville, Montserrado County, Republic of Liberia ……..…….Appellants Versus The Intestate Estate of the late C. Harry Gbesi represented By and thru its administrator, H. Williams Choloply, of the City Of Kakata, Margibi County, Republic of Liberia...…….Appellee	APPEAL
GROWING OUT OF THE CASE:	
The Intestate Estate of the late C. Harry Gbesi represented By and thru its administrator, H. Williams Choloply, of the City Of Kakata, Margibi County, Republic of Liberia....…….Plaintiff Versus Wissedi Sio Njoh, and all those acting under the scope Of her authority, all of the City of Paynesville, Montserrado County, Republic of Liberia ……..…….....Defendants	ACTION OF EJECTMENT

HEARD: March 23, 2023 DECIDED: August 11, 2023

MR. JUSTICE GBEISAY DELIVERED THE OPINION OF THE COURT

This case is before us on appeal from the ruling of the Judge of the 13th Judicial Circuit, Margibi County, sitting in its February Term, A.D. 2020, in which she confirmed the verdict of liable returned by the trial jury against the Defendants, with general damages of Two Hundred Fifty Thousand United States Dollars (US$250,000.00) and special damages of Twenty Five Thousand United States Dollars (US$25,000.00) in favor of the Plaintiff. The certified records revealed that the Defendants excepted to the court's final ruling and announced its appeal to this Court sitting in its October Term A.D. 2020.

The events out of which these appeal proceedings grew, as certified in the transmitted records reveal that on April 15, 2019, during the February Term of court, 2019 of the 13th Judicial Circuit, Margibi County, the appellee, plaintiff in the court below, the Intestate Estate of C. Harry Gbesi, represented by and through its administrator, H. Williams Choloply of the City of Kakata, Margibi County, instituted an ejectment action against the defendants, Wissedi Sio Njoh and all persons under her authority, appellants herein.

In a nine-count complaint, the appellee alleged that it is the owner of nine hundred seventy-five (975) acres of land situated and located in Charlesville, Marshall, Margibi County, Republic of Liberia; and that its acquisition of the property was done through a genuine purchase in September 2009 from the Intestate Estate of R. Francis Okai, by and through its administrator, Mr. Ammon Abraham Okai. The appellee alleged that the appellants, without any legal justification whatsoever, entered on substantial portion of appellee's property and began the construction of undesirable structures on the land in violation of appellee's right to its property. The appellee complained that the appellants cleared portion of the said parcel of land and started construction thereon, totally disregarding appellee's repeated verbal warnings to them to desist. The appellee therefore prayed the court to have the appellants evicted, ousted and ejected from the premises and to place the appellee/plaintiff in full possession of its property. The appellee further requested the trial court to order the appellants to pay General damages for wrongful withholding of the appellee's property in the amount of Two Hundred Fifty Thousand United States Dollar (US$250,000.00); and Twenty Five Thousand United States Dollars (US$25,000.00) as special damages, and all other associated costs of court and related expenses of the proceedings.

The appellants, in their answer, denied the appellee's lawful ownership of the land in dispute. The appellants in-fact launched a vigorous attack on the validity of the sheriff's deed issued to Robert F. Okai, the appellee's grantor. The deed, according to the appellants, has several erasures and alterations on its face which make the deed a product of fraud. The appellants maintained and alleged that the title instrument proffered by the appellee was obtained under the cover of darkness. The appellants further stated that the appellee's deed has no date on which Ammon Abraham Okai conveyed the land to the appellee; and that even though the said deed was probated and registered on its face, there is absolutely no certainty, according to the appellants, that the deed was actually probated within the four months period as required by the statute, because there is no date on the referenced deed. The appellants also requested the court to dismiss the appellee's complaint on the ground that it lacks merits and substance; that they are the legitimate owners of the parcel of land on which they are constructing their premises, due to the fact that the said property, five acres of land was purchased on August 9, 2018 from Amuel Willie, Tonea Gbah, Surinjah Goffa and Samuel Marshall, who are administrators of the Intestate estate of Dominic Goffa and Flah. The appellants stated that their title instrument was duly probated and registered within the period provided for by statute. In further exerting their claim to the contested property, the appellants averred that their grantor had been physically present and living on the property since 1985

up to and including the date of the sale of the property to the appellants; that their open, notorious and uncontested stay by appellants' grantors on the property makes it even more legally difficult to oust and evict them from the property based on the applicability of the legal principle of adverse possession. The appellants therefore requested the trial court to set aside and dismiss the appellee's complaint and further classified the appellees' request for general and special damages as "product of guess work, speculation and conjectures" which should not be considered by courts of law.

The certified records revealed that on May 4, 2020, the appellee filed its reply with the trial court, countering allegations made by the appellants in their answer. The appellee's reply reiterated the substantial averments contained in the complaint. The reply challenged the truthfulness of the averments contained in the appellants' answer to warrant the dismissal of the complaint. The appellee firmly maintained that it is the legitimate owner of the land on which the appellants are situated and have begun the construction of houses thereon; that it has title to the property which fully established that the property belongs to the appellee against all others claiming it, to include the appellants. The appellee further stated that it rejects the characterization of its grantor's title deed as a product of fraud, and refutes said allegation in the strongest possible term. The appellee in its reply contended that the appellants' deed contains countless number of erasures and alterations; that it is a fit subject for denial because the language contained therein does not exist. The appellee concluded that the appellants' answer should be denied, and set aside; that judgment should be entered against the appellants and that they should be ousted, evicted and ejected from appellee's 975 acres of land, and that appellee should be placed in full possession of its legitimate property, and be awarded general and special damages as stated in its complaint.

The records certified to this Court further reveal that when the case convened for the purpose of disposition of the law issues, Her Honor Madea T. Chenoweth, Resident Circuit Judge presiding, determined that the ejectment cause presented mixed issues of law and facts, 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 with 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 appellants, defendants in the court below, Wessidi Sio Njoh et al. Not being satisfied with the verdict, the appellants' counsel filed a thirteen-count motion for a new trial. The motion was resisted by the counsels for the appellee, argued and denied by the court. By a ruling dated April 13, 2019, Judge Mardea T. Chenoweth confirmed the jury's verdict and ordered that the appellants be evicted, ejected and ousted from the disputed property. Judge Chenoweth in her final ruling of April 13, 2019, said, inter alia:

> "Giving due consideration to the pleadings of the parties in this matter, taking note of the evidence as adduced by the parties during the trial of this case before the court; further considering the verdict that was returned by the trial jury in this matter and taking judicial notice of this court's ruling on the application for a new trial [filed by the Defendants' counsel], it is the considered final judgment of this court that the Defendants [are] hereby adjudged liable in this Ejectment action, and for General damages in the amount of Two Hundred Fifty Thousand United States Dollars (US$250,000.00) and Twenty Five Thousand United States Dollars (US$25,000.00) for special damages.
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> The clerk of the Honorable court is hereby ordered to issue a Writ of Possession and have same placed in the hands of the Sheriff of this court to have the defendants ousted, evicted and ejected from the subject property; and [have] the Plaintiff placed in possession in complete, total and unrestricted possession thereof. The Clerk is further ordered to issue a bill of cost, have same placed in the hands of the Sheriff of this Court for taxation by the parties and later execution for fulfillment by the Defendants in these proceedings. Cost of these proceedings [are] ruled against the defendants. AND SO ORDERED…"

The appellants appealed this final ruling; and in furtherance thereof have presented before this Court a bill of exceptions setting forth fifteen (15) assignments of error made during the trial of this case. This Court, upon close review of the bill of exceptions, has observed that the fifteen count assignments of error presented by appellants are essentially repetitive. Counts 1-7 of the appellants' bill of exceptions we deem irrelevant to the disposition of this case. In fair and equitable disposition of this appeal, we have considered counts 8, 9, 10, 11, 12, 14 & 15, which we have determined to be sufficient in capturing the errors the appellants claimed were committed by the trial judge.

To aid us in properly and legally dissecting the alleged errors committed by the trial court in the adjudication of this case, we propose to determine together specific 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 the appellants alleged led to the adverse judgment

against them. The counsels for the appellants 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 ruling, beg substantially the following questions, which is dispositive of this case:

1. Whether or not the appellee in this ejectment action produced proof or sufficient evidence contemplated by the law to warrant a judgment in its favor?

2. Was the ruling entered by the trial court awarding appellee the amount of Two Hundred Fifty Thousand United States dollars (US$250,000.00) as general damages, and Twenty Five Thousand United States Dollars (US$25,000.00) as special damages justified under the facts of this case and the laws applicable thereto?

We shall address these issues in the order by which they are presented; beginning with, whether or not the appellee in this ejectment action produced proof or sufficient evidence contemplated by the law to warrant a judgment in its favor? We say NO.

As we proceed to state the basis for the answer provided to this issue, we will now consider counts eight (8), and nine (9) of the appellants' bill of exceptions in which the appellants have vehemently contended that the appellee failed to present adequate evidence of title, without which a judgment in plaintiff's favor in an ejectment action would constitute reversible error. In the above stated counts of the bill of exceptions, the appellants submitted as follows:

> "8. That Your Honor made a reversible error when you failed to include in Your summary of instructions to the jury that the deed submitted by plaintiff in support of his claim of the nine hundred seventy five (975) acres indicated no acreage of land, even after this material fact was brought to Your attention thereby causing the jury to bring forth a jury award that was contrary to the evidence in the case. In the case: Nyemah v. His Honor J. Boima Kontoe, Assigned Circuit Judge, Civil Law Court, 4OLLR 14 (2000), Syllables 4 and 5 text at, the Honorable Supreme Court held that "Land should be described and designated with certainty, sufficient to enable a Writ of Possession to be executed." Also, in the case: Cooper-King v Scort, recorded in Volume 15LLR, Page 390, 403 (1963), Syllable 6, the Honorable Supreme Court held that "The Plaintiff's title is not presumed, but must be established.
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> "9. That Your Honor made a reversible error when you also failed to include in your summary of instruction of evidence to the jury the information that Plaintiff's grantor, the late Robert Francis Okai did not own 975 acres of land as revealed by the Deeds submitted by Plaintiff. As the Warranty and Sheriff Deeds presented to Your Honor and jury contained only twenty-five (25) acres which made it not practicable, or if not impossible, for Plaintiff to purchase 975 acres from title documents totaling only 25 acres. In the case: Cooper-King v Scott, recorded in Volume I5LLR, Pages 390, 403 (1963), Syllable 6, the Supreme Court held that "The Plaintiff's title is not presumed, but must be established".

The appellants alleged that the appellee failed and neglected to prove its case against the appellants; that the title deed relied upon by the appellee in establishing its ownership of the

contested property is inconsistent with the reality on the ground; in that, it failed to fully establish the appellee's claim of being the owner of nine hundred seventy five (975) acres of land, when the deed presented and relied upon grossly failed to show the total quantity of land own by the appellee; as well as its alleged grantor's deed which physically show that appellee's grantor had twenty five (25) acres of land. According to the appellants, this means that the appellee's grantor lacked the capacity to transfer 975 acres of land to the appellee because he only had twenty five (25) acres. The appellants further maintained that in an ejectment action, the plaintiff, now appellee in this Court, can only succeed base on the strength of his title; that the appellee title must be cleared and convincing to obtain judgment. Regrettably, the appellants argued, the appellee deed fell short of specificity and definiteness. It is vague, indistinct and failed to meet the minimum standard that would generate the court's consideration to warrant a verdict.

This Court, without probing into the facts and the evidence, is in full concurrence with the principle stated by the appellants 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, [1909] LRSC 4; 2 LLR 22 (1909); Miller v. McClain, [1956] LRSC 20; 12 LLR 356 (1956); Neal v. Kandakai, [1966] LRSC 72; 17 LLR 590, 596 (1966); Tay v. Tay [1968] LRSC 18; 18 LLR 310, 315 (1968); Jackson et al. v. Mason[1975] LRS2C 7; , 24 LLR 97, 110 (1975); Cooper v. Gissie et al.[1979] LRSC 35; , 28 L LR 202,210 (1979); The United Methodist Church and Consolidated African Trading Corporation v Cooper et al.[2001] LRSC 11; , 40 LLR 449, 458 (2001).*

In Duncan v. Perry, 13 LLR 510, (1960), this long held principle was highlighted and heralded by the Supreme Court. This 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 his 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]. Id. 515.*

These laws have consistently guided adjudication and disposition of ejectment suits in courts of law in Liberia. Thus, in the counts quoted herein from the bill of exceptions, it is appellants' contention that the appellee did not prove title to the disputed property as required by law. If

the appellants' allegation is true that the records before this Court are void of preponderance of the evidence required to support a judgment in favor of the appellee, then a sufficient legal ground would exist to compel a reversal of the said final ruling. 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 four witnesses testified during the trial in the appellee's favor. The appellee, H. Williams Choloply, administrator of the Intestate Estate of C. Henry Gbesi, first took the stand and testified that, the late C. Harry Gbesi was interested in building a hotel around the Roberts International Airport (RIA). As such, the late C. Harry Gbesi instructed him (H. William Choloply) and Chancy Forwhea to identify properties. He testified that Mr. Jonathan Okai, son of the late Robert Francis Okai, took them to Grassdale, Charlesville, lower Margibi County and introduced them to Mr. Paul Gardea, caretaker of the Okai property. H. William Choloply further testified that the late C. Harry Gbesi bought 975 acres of land through honorable purchase of US$42,000.00 from Mr. Amman Abraham Okai, Administrator of the Intestate Estate of the late Robert Francis Okai. Moreover, he was issued Administrator's deeds, which were probated and registered in keeping with law. Witness Choloply further testified that the 975 acres of the land were bought in piecemeal and was issued separate deeds for the subject property which summed up to the said acres of land and payments were made in phases. The witness alleged that in 2010 – 2011, before the death of C. Harry Gbesi, he constructed a three (3) bed-room house at roof level; that the appellants, without a color of right and consent from the appellee, illegally moved on portion of the aforesaid land with yellow earthmoving machine and completely demolished the appellee's three-bedroom house that he had constructed to roof level and the rubbles of said house thrown in the Farmington River. The witness further alleged that the appellants also used earthmoving machine to clear portion of the aforesaid land and planted pineapples and other fruit plants thereon.

The witness, in substantiation of his claim to the property, contended that he exhibited Land Sale Receipt, Extended Letters of Administration, Administrator's Deeds for the portion of the land that appellants have illegally occupied as well as the Letters of Administration of his grantor, Court's Decree of Sale and Mother Deeds for portion of the property the appellants illegally occupied. Witness Choloply also testified that before he constructed the three-bedroom house on the subject land, he conducted resurvey of the said land and the

appellants' grantors did not raise any contention or challenge as to his legal acquisition of the property from the administrator of the Intestate Estate of the late R. Francis Okai.

The appellee second witness, in person of Chancy Forwhea, took the witness stand, and testified that he was present at every stage of the purchase of the land from Mr. Amman Abraham Okai, Administrator of the Intestate Estate of Robert Francis Okai. Mr. Forwhea stated further that he was called by H. William Choloply sometimes in 2019, primarily to inform him that the three (3) bed-room house at roof level was demolished by the appellants and rubbles of said house thrown in the Farmington River. Witness Forwhea further testified that he accompanied H. William Choloply to the property and when they got to the site, they found out that the three (3) bedroom house was completely demolished with rubbles of said house thrown into the Farmington River, and portion of the land was cleared with the use of yellow machine.

The appellee's third witness, in person of Mr. Jonathan Okai, took the witness stand and testified principally that he is the son of the late Robert Francis Okai. Mr. Jonathan Okai informed the court and jury that the late Robert Francis Okai was a prominent citizen of Liberia. He further explained that the late Robert Francis Okai held many public offices, including: Superintendent of Marshall Territory, Liberia's Ambassador to Mali, Niger, Kenya and finally, member of the 1986 Constitution Review Assembly. That during the life time of their father, the late Robert Francis Okai, he was vested with properties in fee simple in Charlesville, Marshall road, amongst others. The witness further testified that the late Robert Francis Okai had nine children; of which six (6) children are currently residing in the United States of America; while three (3) are in Liberia. He stated that upon the death of their father, the nine (9) children authorized their oldest brother, Amman Abraham Okai to serve as Administrator of their late father's estate; that Mr. Forwhea visited him in Paynesville and expressed interest in the purchase of the land in Grassdale, Charlesville, lower Margibi County; that he contacted his brother, Amman Abraham Okai, who was then in the United States of America; and in September 2009, the property, the subject of this litigation in Grassdale, was sold to the late C. Harry Gbesi. Subsequently, the witness stated, Administrator Deeds were issued to the late C. Harry Gbesi. Prior to the purchase of the land, the administrator of the Intestate Estate of the late Robert Francis Okai presented to the late C. Harry Gbesi its mother deeds, Letters of Administration and Court's Decree of Sale for the property.

Plaintiff's fourth witness, in person of Mr. Paul Gardea, took the witness stand and testified primarily that he is the caretaker of the late C. Harry Gbesi property in Grassdale, Charlesville, lower Margibi County. The witness informed the court and jury that in 1972, he and his late uncle lived with the Okai's family in Grassdale and they were caretakers of the property. He further testified that Mr. Jonathan Okai informed him about the sale of the land and introduced H. William Choloply and Chancy Forwhea as agents of the late C. Harry Gbesi. Mr. Paul Gardea further testified that in 2009, H. William Choloply informed him to continue taking care of the land; that in 2019 at about noon and while checking his fishing line on the Farmington River, he heard a sound of a yellow machine. He immediately proceeded to the site, and upon arrival, the machine had destroyed the three (3) bedroom house that was at roof level and dumped the rubbles of said house into the Farmington River. The witness clearly stated that he immediately informed H. William Choloply about what went on.

Predicated on these pieces of evidence produced by the appellee, the trial jury rendered a verdict in the appellee's favor against the appellants; and subsequently held the appellants liable for general and special damages in the amounts of Two Hundred Fifty Thousand United States Dollars (US$250,000.00) and Twenty Five Thousand United States Dollars (US$25,000.00), respectively.

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 contested property. We note that the appellee tried to establish its ownership of the contested property by giving a narrative of its acquisition of the 975 acres of land from its grantor, Mr. Amman Abraham Okai, Administrator, of the Intestate Estate of Robert Francis Okai. Moreover, the appellee stated that he was issued Administrator's deeds, which were probated and registered in keeping with law. Witness Choloply further testified that the 975 acres of the land he claims were purchased at different times and was issued separate deeds for the subject property which summed up to the said acres of land.

In substantiation of his claims to the property, which he stated portion was being occupied by the appellants, the appellee attached to his complaint title deeds, that have claim this Court's attention. (1) A certified copy of a title deed from Rose Scott to Robert Francis Okai, which carries the total of twenty five (25) acres of land. (2) An administrator deed from Ammon Abraham Okai, administrator of the Intestate Estate of Robert Francis Okai and George K. Okai to C. Harry Gbesi and Hannah Pittee Choloply with metes and bound described therein;

but without the quantity of land specified therein. (3) A Sheriff deed from the Revenue Division of the Provisional Monthly and Probate Court of Marshall territory, executed in favor of Robert F. Okai, which constitutes thirty (30) acres of land. (4) An administrator deed from Ammon Abraham Okai, administrator of the Instate Estate of Robert Francia Okai and George Okai to C. Harry Gbesi and Hannah Pittee Choloply, containing what appears to be like 19 acres of land conveyed.

The law hoary with age in this jurisdiction is 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, [1870] LRSC 1; 1 LLR 47, 49 (1870); Couwenhoven v. Beck, [1920] LRSC 4; 2 LLR 364 (1920); William et al. v. Karnga, et al., 3 LL R 234 (1931).* Predicated upon this principle of law pronounced hereinabove and strongly heralded in this jurisdiction, the certified records failed to show how or by what means did the appellee prove the strength of its title during the trial in the court below. As a matter of fact, the appellee claimed that it acquired 975 acres of land from its grantor; but attached a certified copy of its grantor deed, (from Rose Scott to Robert Francis Okai, which carries the total of twenty five (25) acres of land); and a Sheriff deed from the Revenue Division of the Provisional Monthly and Probate Court of Marshall territory, executed in favor of Robert F. Okai, which constitutes thirty (30) acres of land. This means that the appellee's grantor had the total of 55 acres of land. The question now is, under what authority and/or condition did the appellee's grantor, the intestate estate of Robert Francis Okai conveyed the 975 acres of land to the appellee? The Estate cannot transfer what it does not have. The Estate must have 975 acres or more to be able to transfer that quantity of land to the appellee. Regrettably, the records failed to establish that. In the case: *Wallace v Green [1958] LRSC 19; 13 LRSC 269 (1958) (19 December 1958)* the Supreme Court held, 'conveyance is invalid where grantor had neither title nor possession". In order to fully establish the link or chain between the appellee's title and its grantor's, it was imperative for the appellee to fully establish that its grantor had title sufficient to cover the claims of the appellee. 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 appellee's grantor is not sufficient to cover the appellee's claim, the appellee is in effect rendered short of sufficient title to cover the claim of 975 acres of land.

Accordingly, we observed that even though the appellee claims 975 acres of land, brought at different times from the same grantor, the appellee attached the following titles: An administrator deed from Ammon Abraham Okai, administrator of the Intestate Estate of Robert Francis Okai and George K. Okai to C. Harry Gbesi and Hannah Pittee Choloply with metes and bound described therein; but without the quantity of land specified therein; and An administrator deed from Ammon Abraham Okai, administrator of the Intestate Estate of Robert Francia Okai and George Okai to C. Harry Gbesi and Hannah Pittee Choloply, containing what appears to be like 19 acres of land conveyed.

What is troubling is the form and manner in which the deeds appear. One of the titles does not have the quantity of land conveyed to the appellee; and the other title deed appears to be defaced. The quantity of land conveyed is tampered-with on its face. Therefore it is impossible for the trial jury that determined this case, to correctly deduce and/or construe from the defaced title deed the quantity of land which the appellee claims. In this jurisdiction, legal instruments are required by law to be plain, precise and without defacement. *Sloan v Intestate Estate of Parbai [2010] LRSC 30 (29 June 2010);* The defacement of a legal instrument creates doubts and uncertainties as it relates to its validity or rationality. This Court wonders by what means or how did the jury arrive at the conclusion that the appellee establish or proved, by the preponderance of evidence, its claims to the contested property in the face of these uncertainties; and the absence of technical evidence that would aid the court and jury to make a fair and impartial determination of the case. We are saddened by that conclusion, because it is not supported by the records. The title deeds attached to the appellee's complaint create more uncertainties and doubts relating to the appellee's claims. We believe that technicians from the Ministry of Lands, Mines and Energy should have been invited by any of the parties or the court to aid the court in determining the definite location, exact point of commencement, and confirm the quantity of land that should have been reflected on the appellee's deed. This Court has times without number emphasized the need for the courts to be assisted by the technicians in resolving technical issues that may arise in ejectment actions. We hold that the appellee in this ejectment action failed and neglected to produce proof or sufficient evidence contemplated by the law to warrant a judgment in its favor. The tile deeds produced by the appellee in establishing its claims to the property are deficient, insufficient, defaced and questionable. They lack the fortitude and tenacity to stand the legal test of the appellee's claim against the appellants. Thus, counts eight (8) and nine (9) of the appellants' bill of exceptions are hereby sustained.

In further analysis of the Court's position stated herein above, we note that the appellants made substantial efforts to fully establish its claim to the contested property. The certified records show that the appellants produced four witnesses. The appellants first witness was Mrs. Wissedi Sio Njoh, told the court and Jury that she purchased ten (10) acres of land from the administrators of the intestate estate of the late Damina Goffa and Flah Estate of Swamwrin Clan, Woe Wein Chiefdom, Lower Margibi County, Liberia, on August 9, 2018. The appellants witness testified to the attached deed to her answer and further testified to an administrator deed issued to her by her grantor, from a Public Land Sale Deed issued in the name of her grantors. The witness stated that her grantors obtained and exhibited letters of administration, court's decree of sale and a letter of confirmation from the National Archives which were all admitted into evidence. The witness informed the court that prior to purchasing the land, she applied for a confirmation letter from the National Archives and it was obtained before she purchased the land. The witness denied the appellee's allegation that she demolished a three- bedroom house that was allegedly built on the land by the appellee. According to the witness, when she purchased the land, there was no structure built on the land; that she used a tractor to plough the soil to enable her engage in her Agricultural activities. The witness also informed the court that during the purchase of the land, she did not receive any opposition, neither was she confronted by anyone or group of individuals.

The appellants' second witness, in person of Mr. Augustus Dorgor, took the witness stand and informed the court and Jury that he is an elder of the Swarmwrin Clan, where the appellants land is lying and situated. According to the witness, he was born on the land on December 3, 1942, and since that time he has been residing on the land up to present, and has built a structure/ house on the said land where he currently resides. The witness further informed the court that the Johnny Goffa Fahn Estate does not share any boundary with the intestate estate of the late Robert Francis Okai estate, but confirmed that they share common boundary with former Senator Clarice Jah, the J. B. Harris Estate, which Senator Clarice Jah, served as Administratrix. The witness contended that the land which is in dispute is not situated in Cladia town; rather, it is lying and located in Swarmwrim Clan; that Cladia was the name of a school that was built in 1957, during the administration of the late President William V. S. Tubman. The witness also informed the court that the late Robert Okai, did not own any land in Charlesville, and what he knows vividly well is that the Late Robert Okai's intestate estate land in Marshall City and not Charlesville.

The appellants' third witness, in person of Mr. Abraham S. Debleh, testified for the appellants and informed the court that he was born on August 17, 1955. He, like the second witness,

told the court and jury that he currently resides on the land and that he has houses on the land. According to the witness, they owned a total of Eight Hundred Sixty (860) acres of land, portion of which was sold to the appellants. According to Mr. Debleh, prior to the appellants paying them any money for the land, she requested that they obtained Letters of confirmation from the National Archives before she could pay for the land and same was done. The witness informed the court, that R. Francis Okai did not own any land in Swamwrin Clan, Charlesville. The witness said further in his testimony to the court and Jury, that there was no house built on the land prior to the sale of the land to the appellants. According to the witness, the issue of the house being built on their land is entirely untrue.

The appellants' fourth witness was a subpoenaed witness from the Liberia Land Authority in person of Madam Josephine L. Benson, who testified that she is the Registrar of Deeds and Title Documents at the Liberia Land Authority. According to her she was the one that verified, confirmed, and affirmed the Confirmation Letter which was issued in favor of the appellants; that her functions include but not limited to: the signing of title deeds and other instruments which are legally probated and registered; supervises research that are conducted by research officers, issue letters of confirmation, letters of non-discovery, and issue certified copy of documents when requested. The Letter of Confirmation issued on November 17, 2017, under the signature of Madam Josephine Benson was identified by the subpoenaed witness. It is also important to note that the letter of Confirmation was issued nine (9) months prior to the purchase of the land by the appellants from her grantor.

We note that the appellants did all it could in establishing its legitimacy to the property which it is occupying. The appellants attached title deed from the administrators of the intestate estate of Damina Goffa and Flah Estate of Swamwrin Clan, Woe Wein Chiefdom, lower Margibi County, Liberia, dated August 9, 2018. The appellants also attached a Public Land Sale Deed issued in the name of her grantors, Danmia Goffa and Flah, from the Republic of Liberia, probated on the 15th day of June A.D. 1895 and registered in volume 26, pages 67-68 from which her ten (10) acres of land was obtained. The witness stated that her grantors obtained and exhibited letters of administration, court's decree of sale for the sale of 150 acres of land, a portion of 850 acres of land belong to the appellants' grantor, and a letter of confirmation from the National Archives confirming the existence of her grantors' title, which were all admitted into evidence.

The evidence presented by the appellants firstly traces her title to the Intestate Estate of Danmia Goffa and Flah by and through its administrators Samuel Willie, Tonea Gbah, Surinjay Goffa and Samuel Marshall, from whom the appellants 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 the estate executed title deed in favor of the appellants. Following execution of the said title instrument in favor of the appellants, 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 Wessedi Sio Njoh, the Principal appellants. Also we must say that from the evidence introduced by the appellants, there is no doubt that the Intestate Estate of Danmia Goffa and Flah had the legitimate ownership of the property, prior, and subsequent to the sale and transfer of title to the principal appellant, Wessedi Sio Njoh. The records show that the appellants' grantor obtained the property from the Republic of Liberia on June 15, 1895. The appellants fully and conspicuously established her chain of title from the Republic of Liberia to the Intestate Estate of Danmia Goffa and Fahn by and through its administrators, to the co-appellant, Wessedi Sio Njoh, for valid consideration. The administrators obtained valid Letters of Administrators and Courts degree of sale, which gave them the authorization to sell the portion of land now own by the appellants. Based on the preponderance of the evidence, both documentary and sworn oral testimonies, it can therefore safely be concluded that as of its purchase from the Intestate Estate of Danmia Goffa and Fahn, and the execution of a deed in appellants name, title to the ten (10) acres of land situated at Swamwrim Clan, Woewein Chiefdom, Lower Margibi County, described and set forth in the appellants' title instrument, has remained exclusively lodged in Wessedi Sio Njoh, the principal appellant in this case.

Notwithstanding this incontrovertible evidence presented by the appellants, as against the evidence presented by the appellee, the jury rendered verdict in favor of the appellee; this Court vehemently disagrees. The trial jury verdict in favor of the appellee was unsupported by the evidence. In the case *Ramez Haider v, Aref Kassas and La Fondiara Insurance Company, 20 LLR 324, 329 (1971),* the Supreme Court of Liberia sets the standard for the verdict of the jury to be set aside and new trial ordered: "where it is clearly shown that the facts presented are insufficient for the jury to arrive at a verdict in the absence of such sufficiency of evidence, the verdict falls within the necessity for granting a new trial". Also, in the case: *Insurance Company of Africa v. Fantastic Store, 32 LLR 366 (1984),* this Court held that "a verdict may be set aside and a new trial awarded where the verdict is contrary to the weight of the evidence or where it is in the interest of justice to do so". Consistent with

these principles of law cited supra, couple with what we have gathered from the certified records before us, we hold that the trial judge erred when she confirmed the liable verdict of the trial jury, as the evidence produced did not pass the standard of sufficiency set by this Honorable Court.

In counts six (6) and seven (7) of the bill of exceptions, the appellant has assigned error to the judge's ruling as follows:

> "(6) Your Honor made a reversible error in entering judgment containing an award of US$25,000 and US$250,000 as special and general damages, respectively based on an erroneous jury verdict when in fact Plaintiff himself neglected and failed to establish with any degree of specificity or particularity the amount of damages claimed, either through oral testimony or documentary evidence during the entire trial other than the mere claim of damages as contained in plaintiff's complaint".
>
> "(7)That Your Honor made a eversible error by giving the jury an amended instruction after it had initially returned with a verdict without awarding both special and general damages for "house and land", contrary to the law in this jurisdiction that the jury is the exclusive trier of the facts and the Judge trier of the law. In other words, Your Honor's instruction to the jury commanding it go back and look for the special and general damages in Plaintiff's pleading and not the evidence was a reversible as same was prejudicial to defendant's right to fair trial and impartial trial, since the amended instructed by Your honor was not merely a matter of form, but on the merit of the case".

Considering these contentions raised by the appellants, we shall address the second and final issue in this case; same being, was the ruling entered by the trial court awarding appellee the amount of Two Hundred Fifty Thousand United States dollars (US$250,000.00) as general damages, and Twenty Five Thousand United States Dollars (US$25,000.00) as special damages justified under the facts of this case and the laws applicable thereto? We say NO.

From the referenced counts in the appellants' bill of exceptions, the appellants have two main concerns. Firstly, the appellants seem troubled by the judgment entered by the trial judge granting recovery of damages. Secondly, the appellants appeared equally dissatisfied by both the amount awarded for general and special damages, as well as the want of evidence presented by appellee to justify the amount of Two Hundred Fifty Thousand United States Dollars and Twenty Five Thousand United States Dollars respectively.

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 in the case: *Brown v Payne, reported in [1861] LRSC 5; 1 LLR 9, 10 (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. Further, Civil Procedure Law, Rev. Code

1: 62.3 also states that: 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. However this is only applicable when the defendant is adjudged liable. The act of depriving a person of his or her property by means of illegal occupancy and wrongful withholding, 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, [1989] LRSC 41; 36 LLR 523, 527-8 (1989); Liberia Logging and Wood Processing Corporation v Allison, [2000] LRSC 22; 40 LLR 199, 206 (2000).* 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, [1990] LRSC 14; 36 LLR 776, 785 (1990);* We must reiterate here that this Court, time and again, has emphasized that it is mandatory that a party seeking award of general damages on account of wrong and injuries allegedly sustained, 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. In the case *Lone Star Cell Coro Versus Wright (2014) LRSC 26,* this Court stressed that,

> *"We therefore hold that it is not sufficient merely to alleged an injury and claimed damages therefrom but the Plaintiff must prove the injury complained of and that it has been damaged to a some commensurate with the amount claimed as damages and that imposing general damages, there should be a reasonable connection between General Damages awarded and the injury sustained."*

The court does not act on speculation, conjecture or assumptions. Parties making claims before courts of law must provide the necessary evidence to enable the court act consistent with law. It is only evidence that moves courts of law. 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 therefore revert to a review of the evidence presented by the appellee to justify this Court affirming the amount confirmed by the court below. Assuming that this Court had confirmed the ruling of the court below, the damages awarded the appellee is not commensurate with the quantum of evidence presented by the appellee. The existence of a building on the contested property is questionable; the kind of building and whether or not it was owned by the appellee; if so, whether or not it was the appellants that demolish the said building is also

an issue that was not fully established by any form of evidence. Also the value of the building allegedly destroyed was not established and the alleged injury sustained by the appellee was not fully assessed or gauged by the court. One of appellee's witnesses, in person of Chancy Forwhea testified that he was present when the appellee's structure was being demolished; that he accompanied H. William Choloply to the property and when they got to the site, they found out that the three (3) bedroom house was completely demolished with rubbles of said house thrown in the Farmington River and portion of the land was cleared with the use of yellow machine. However, the witness failed to say by whose directive the alleged demolition was carried out, if he knows. He did not give any pictorial evidence, video or any other indication of the existence of a structure on the ground and/or fragments of the structure when demolished. Answers to these concerns would have firmly establish the appellee's allegation and set the basis for damages.

In this jurisdiction, special damages must be proved by the preponderance of the evidence and with specificity and particularity. The evidence must establish reasonable bases for determining both the estimated cost of the building and associated efforts made to have it reach to where it was prior to its demolition. Such a preponderance of evidence provides sufficient bases for judicial determination of not only the wrong committed, but, also to arrive at a monetary figure of the lost sustained. As this Court said in the case, *Vianini Limited vs. McBourough, reported in volume [1968] LRSC 40; 19, LLR 39, 48-49 (1968),* and sundry of cases, "preponderance of the evidence suffices as proof" especially where the defendant failed to contradict or impeach same.

We note also that the records show the jury did not award damages to the appellee upon their return with the verdict. The certified records confirmed that the trial judge sent back the jury to their room of deliberation to determine general and special damages in favor of the appellee. The jury went back to their room of deliberation and returned with confirmation of the entire amount requested by the appellee in the complaint. Under these circumstances, the size of the award was unjustified. 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]. *Id. [2002] LRSC 6; 41 LLR, 48, 61 (2002).* In the case at bar, the reversal of the jury verdict and the trial court ruling make the issue of damages moot. Thence, the excessive general and special damages in the amount of Two Hundred and Fifty Thousand United States Dollars (US$250,000.00) and Twenty Five thousand United States Dollars (US$25,000.00) respectively, awarded the appellee are hereby set aside and dismissed.

Having said this, the Court sees it unnecessary to address other exceptions highlighted in the appellants' bill of exception. The jury verdict of liable against the appellants, and the awards of special and general damages, which were confirmed and affirmed by the trial court, are hereby reversed and set aside. The appellee failed to fully establish its claim to the property, subject of this dispute.

WHEREFORE AND IN VIEW OF THE FOREGOING, the final ruling of the trial court affirming the verdict of the trial jury is hereby reversed. The Clerk of this Court is hereby ordered to send a mandate to the judge presiding in the court below to resume jurisdiction over this case and give effect to this Judgment. Costs are ruled against the appellee. IT IS HEREBY SO ORDERED.

RULING REVERSED.

Counsellors Boakai B. Kamara, Momolu G. Kandakai and Philip Y. Gongloe of the Gongloe & Associate, Inc. appeared for the appellants. Counsellors Stanley S. Kparkillen and Jimmy S. Bombo, appeared for the appellee.