IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA
SITTING IN ITS OCTOBER 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

Moivamba Fofana of the City of Monrovia, Liberia……..1st Appellant

And

James Fofana of the City of Monrovia, Liberia……..2nd Appellant

And

Emmanuel B. Nyenswa of the City of Monrovia, Liberia……3rd Appellant

Versus

Alhaji Kalamo Fofana by and thru his Attorney-in-Fact, Mohammed Fofanaof the City of Monrovia, Liberia…….Appellee

Appeal

GROWING OUT OF THE CASE:

Alhaji Kalamo Fofana by and thru his Attorney-in-Fact, Mohammed Fofana of the City of Monrovia, Liberia…….Plaintiff

Versus

Moivamba Fofana of the City of Monrovia, Liberia……..1st Defendant

And

James Fofana of the City of Paynesville, Liberia……...2nd Defendant

And

Emmanuel B. Nyenswa of the City of Paynesville, Liberia…….……3rd Defendant

And

The Management of Tohnlo Women &

Action of Ejectment

Youth Empowerment Program and all)
senior managers, supervisor and authorized)
officers of the City of Paynesville……..)
……..4th Defendant)
)
And)
)
Siemon Weah of the City of Paynesville…)
……5th Defendant)

Heard: July 24, 2023 Decided: December 19, 2023

MR. JUSTICE KABA DELIVERED THE OPINION OF THE COURT

On the 10th day of January, A.D. 2014, the appellee, Alhaji Kalamo Fofana, instituted an action of ejectment by and thru his attorney-in-fact, Mohammed Fofana, against the defendants, Moivamba Fofana, James Fofana, Emmanuel B. Nyenswa, the Management of Tohnlo Women & Youth Training Empowerment Program and Siemon Weah substantially alleging that the appellee is owner of one acre of land lying and situated at the City of Paynesward, now Paynesville, Montserrado County which he acquired through an honorable purchased on the 28th day of April, A.D. 1979 from Leona Lloyd; that in 1994, he entrusted his title deed to Moivamba Fofana, 1st appellant herein, who the appellee knew and aided while he (the 1st appellant) was in school and at the time of entrusting him with the deed, he was a custom officer of the Ministry of Finance assigned at the Freeport of Monrovia; that he (the appellee) later found out that the 1st appellant was constructing on the land and had sold portion to other defendants; that the appellee demanded the return of his deed from the 1st appellant who refused to honor his demand until he (1st appellant) left for the United States of America; that upon the return of the 1st appellant from the USA, the appellee again demanded the return of his deed, but to no avail; that the case was reported to the police who investigated, charged and forwarded the 1st appellant to the Monrovia City Court at which time the 1st appellant returned the appellee's deed; that the defendants without any color of right are unlawfully and wrongfully occupying the appellee's property despite repeated requests to the detriment of the appellee. The appellee therefore prayed the lower court to oust, evict and eject the defendants from his property and grant unto the appellee all other relief the court may deem just, fair and legal.

The sheriff's return as to the manner of service of the writ of summons as found at the back of the writ shows that on the 13th day of January, A.D 2014, defendants, Moivamba Fofana, James Fofana and Siemon Weah were served the writ and that defendant Emmanuel B. Nyenswa was never found to be served the writ of summons.

On the 20th day of January, A.D. 2014, the co-appellants, Moivamba Fofana and James Fofana filed a joint answer along with a motion to dismiss in which they substantially averred in counts 2, 3, and 4 as follows:

> "2. And also because as to count two (2) to four (4) of the complaint for that matter, the entire complaint, co-defendants say that they admit same to be true and correct, but that they have constructed and lived on said property openly, notoriously for over twenty-nine years without any question from the plaintiff, even though plaintiff is fully aware of their residence and construction of said property over the years but have never attempted to question the right of the defendants to reside on said property nor taken the defendants to the appropriate court, but rather the plaintiff decided to take the defendants to the National Police Headquarters for the title deed that was entrusted to defendants as a guarantee and protection of the property which the plaintiff had agreed to sell to the defendants for which defendants paid initial amount of money in the amount of US$3,200.00 and thereafter paid the full amount for the four (4) lots of land.
>
> 3. Therefore, the defendants hereby invoke the doctrine of statute of limitation to recover real property and statute of limitations will bar the plaintiff from recovering this land forever and ever until judgment day, having failed, neglected and refused to move [for] the claim of his right within twenty (20) years and defendants having constructed structure buildings on said land since 1987 in open view of the plaintiff. Hence the doctrine of statute of limitations hereby invoked and applicable against the plaintiff forever and ever and let the plaintiff hold his peace until judgment day.
>
> 4. And that the defendants further submit and contend that there is a case pending between the two (2) parties in the Civil Law Court

> on the same subject matter on Specific Performance for plaintiff failure to issue the defendants his title deed and said case is undetermined. Attached hereto is a copy of the summons and a writ of arrest issued on the defendants for the same subject property, marked as exhibit D/1 in bulk to form a cogent and material part of this Answer. "

The motion to dismiss the appellee's complaint substantially averred that there was a pending suit between the same parties as indicated in count 4 of the co-appellants' answer quoted herein and that the statute of limitations as pleaded in the said joint answer operates as a bar against the appellee to institute this action of ejectment.

In resisting the motion to dismiss the appellee's complaint, the appellee denied that there was a pending suit involving the same parties before the Civil Law Court for Montserrado; that at no time was the appellee served a writ of summons or re-summons or service by publication to have brought the appellee under the jurisdiction of the court; that the appellee also denied the co-appellant's allegation that they entered upon the property in 1987 and occupied same, but that it was in 1994, the appellee entrusted "defendant", an apparent reference to Moivamba Fofana, with his (appellee's) deed and later appellant fled the country to the USA and did not return until 2013, therefore, the statute of limitations is inoperative against the appellee. The motion was regularly heard and denied by the court.

As to the 1st and 2nd appellant's joint answer filed before the lower court, the appellee, in his reply filed on the 1st day of February, A.D. 2014, re-affirmed his allegations as contained in his complaint and denied selling the property to the co-appellants; that the co-appellants failed to show proof of payment for the property; and that the co-appellants' statements to the police that he purchased the property for the amount of US$2,200.00 contradicts the amount as contained in their answer filed before the lower court.

The records also show that on the 23rd day of January, A.D. 2014, the co-defendant, Siemon Weah filed an answer in which he substantially averred that he

acquired his property on the 18th day of April, A.D. 1979 from the same Leona Lloyd, the appellee's grantor, two lots of land with metes and bounds separate and distinct from the appellee's; that he has openly and notoriously occupied the said property for over thirty-four (34) years without objections from anyone; and that he

denied ever being contacted by "any medium for wrongfully withholding and occupying the plaintiff's property". The co-defendant, Siemon Weah therefore prayed the lower court to deny and dismiss the appellee's complaint for reasons stated herein, sustain the co-defendant answer and rule costs against the appellee. On 13th day of March, A.D. 2014, the co-defendant, Siemon Weah obtained a clerk's certificate stating that the appellee failed to file a reply to the co-defendant's answer.

Following the resting of pleadings between and/or amongst the parties, the disposition of law issues was regularly assigned and heard. Upon the application made on the 8th day of September, A.D. 2014, by the appellee, which application was unopposed by the co-appellants, Moivamba Fofana and James Fofana, the trial court ruled the case to trial on the grounds that there were mixed issues of law and facts attending the cause. The court also ruled the 4th defendant, the Management of Tohnlo Women and Youth Empowerment Program, and the 3rd appellant, Emmanuel B. Nyenswa, to a general denial for failing to answer the appellee's complaint, although nowhere in the records is it shown that the 4th defendant was served with a writ of summons thereby bringing said 4th defendant under the jurisdiction of the court. Hence, the ruling placing the said 4th defendant on bare denial is erroneous and hereby reversed.

The records show that sometime in March A.D. 2015, the 3rd appellant, Emmanuel B. Nyenswa took flight to the Chambers Justice on a petition for a writ of certiorari contending that the sheriff's return as to the manner of service of the writ of summons showed that he could not be found. Notwithstanding the sheriff's returns, the trial court ruled him to a bare denial. After a conference on the 4th day of May, A. D. 2015, the Chambers Justice ordered that the 3rd appellant be allowed to file his answer pursuant to the original writ of summons.

After that, co-appellant Emmanuel B. Nyenswa filed his answer along with a motion to dismiss the appellee's complaint on the 12th day of October, A.D. 2015 and averred that the cause was commenced by the appellee against the 3rd appellant on the 10th day of January, A.D. 2014, but that the writ of summons was served on him on the 2nd day of October, A.D. 2015; that because the writ of summons was belatedly served on him, the lower court had not acquired jurisdiction over his person; that in an ejectment action, the plaintiff is under duty to trace his title to the Republic, but that in the instant case, the appellee's grantor has no title; that to the contrary, the 3rd appellant's grantor provided him copies of letters of administration,

mother deed, and executor's deed. The appellant, therefore, prayed the court to deny and dismiss the appellee's complaint and grant him further relief as the court may deem equitable. The appellee resisted the motion.

The records further show that on the 8th of April, A.D. 2015, the Intestate Estate of Wilmot F. Dennis filed a motion to intervene along with an intervener's answer in which it averred that the estate has a total of 200 acres of land, the one acre of land in dispute being a part thereof; that three opinions of the Supreme Court have settled the estate's ownership of the 200 acres of land delivered in 1988, 1989 and 2013, respectively. That writs of possession have been issued, placing the intervener in possession of the 200 acres of land.

It appears to us that the intervener estate and the 3rd appellant, having interposed their respective answers and motions, the trial court ordered the second disposition of law issues in which it ruled to trial several issues raised by the parties on the 9th day of September, A.D. 2016. In that ruling on the law issues, the court denied the motion to intervene because "the grantor is precluded from intervening in a matter involving his or her grantee [which] does not *ipso facto* render the grantee's title defective.

In the same ruling on law the issues, the trial court held that "as to the 5th defendant, Siemon Weah, where both the plaintiff and the said defendant derived title from the same grantor and there seems to be a dispute over an apparent encroachment, the best alternative is for an investigative survey to be conducted." It also appears to us from the records that the 5th defendant did not participate in the trial of the case apparently because the matter involving him was ruled to an investigative survey since the dispute involving him partakes of an alleged encroachment which can be resolved by survey.

On the 23rd day of January, A.D. 2017, the trial commenced with the impaneling of a petit jury up to and including the 7th day of February, A.D 2017, when the jury retired in its room of deliberation and after that returned a unanimous verdict of liable against the 1st, 2nd and 3rd appellants. The jury awarded the appellee the amount of US$50,000.00 for the appellants' wrongful withholding of the appellee's property. The appellants excepted to the jury verdict and subsequently filed a separate motion for a new trial.

On the 22nd day of February, A.D. 2017, the trial court noted the absence of the counsel for the 1st and 2nd appellants, Counsellor Emmanuel A. Tulay of the Tulay & Associate Law Offices who had been notified before the ruling on the motions for a new trial. It appointed Counsellor Nyanti Tuan, who also represented the 3rd appellant, to receive the ruling on behalf of the absent counsel. Having listened to arguments on the motions, the trial court denied them. The trial court reasoned as follows:

> "As a general rule in this jurisdiction, 'the jury is the sole judge of the facts' *Sinkor Supermarket v. Boima Ville, 31 LLR 260, 290 (1983); Insurance Company of Africa v. Alfred G. Gipli, 32 LLR330 (1984), Jah Munnah and Togba Sommah v. Republic of Liberia, 35 LLR 40 (1988).* Therefore, a court has 'no authority to question the wisdom of the jury who heard the evidence and arrived at a decision.' *Insurance Company of Africa, 32 LLR at 336.* Hence, a court must give enormous deference to the verdict of a jury, which is based on the jury's factual determinations. This general rule becomes inoperative and therefore in applicable, however, when it is clear that the jury's verdict, including an award of damages is contrary to the weight of the evidence adduced at trial or against the rules of evidence. See *Sinkor Supermarket, 31 LLR at 290.* In this regard, Chapter 26, Section 26,4 of the *Civil Procedure Law* provides in relevant part: 'after a trial by jury of a claim or issue, upon the motion any party, the court may set aside a verdict and order a new trial of a claim or separate issue where the verdict is contrary to the weight of the evidence or in the interest of justice.' Further, ' a motion for new trial may be granted in the interest of transparent justice as where the verdict of the empaneled jury is contrary to the evidence.' *Isaac Dopoe v. City Supermarket, 34 LLR 343, 351 (1997)."*

Following the denial of the appellants' motions for a new trial, which was excepted to by the court-appointed counsel, the court entered a final ruling on the 24th day of February, A.D. 2017, affirming the jury's unanimous verdict and holding the appellants liable. The appellants excepted to the trial court's final ruling and announced appeals to this Court of last resort.

With that said, we now come to the issues dispositive of the appeals announced by the 1st and 2nd appellants on the one hand and the 3rd appellant on the other. The issues are as follows:

1. Whether a party may assert title in himself either by adverse possession or purchase of real property absent a showing that his occupancy has ripened into adverse possession and having admitted that he was entrusted with the appellee's title for safekeeping?

2. Whether or not the unanimous verdict of the trial jury is contrary to the weight of the evidence considering the defense of the 3rd appellant?

We shall begin with the first issue, which is whether a party may assert title in himself either by adverse possession or purchase of real property absent a showing that his occupancy has ripened into adverse possession and having admitted that he was entrusted with the appellee's title for safekeeping. According to the 1st appellant, the appellee entrusted him with the title deed for safekeeping, which he later acquired through payment of U$2,200.00, an amount the appellee assailed as being inconsistent with the amount pleaded in the 1st appellant's answer, that is, US$3, 200.00. The 1st appellant also argued the defense of adverse possession, contending that he and the 2nd appellant had openly and notoriously occupied the disputed property since 1987 without a protest from anyone, including the appellee, and that he had constructed a house on the disputed property since then.

The appellee denied all of the allegations made by the 1st and 2nd appellants; that is, that at no time was there a sale transaction between the appellee and the 1st and 2nd appellants for the disputed property or that he agreed to sell his one acre of land to them. The appellee also denied that the 1st and 2nd appellants had occupied the disputed land for (34 years); instead, the appellee says that he entrusted the 1st appellant with his title deed in 1994, that after the general and presidential elections in 1997, he (appellee) returned to Liberia and demanded the 1st appellant to return his title deed, but to non-avail. The 1st appellant traveled to the United States of America in 1997 after the ushering of the Charles G. Taylor administration.

It is undisputed by the 1st and 2nd appellants that after the 1st appellant returned to Liberia in 2013, he was confronted by the appellee for his title deed. Not having heeded the appellee's demand, the appellee reported the matter to the police, who investigated the 1st appellant, charged and forwarded him to the Monrovia City Court, where he produced the appellee's title deed. This undisputed fact, as culled from the records, is and of itself an admission that the appellee placed the 1st

appellant in possession of the disputed land and by extension, the 2nd appellant, who happened to be a privy of the 1st appellant.

This Court says that the law in vogue is that "a person entrusted with the possession of property shall not betray that possession. On this point, the doctrine of estoppel is not merely technical but is founded in public convenience and policy because it encourages honesty and good faith between landlord and tenant. A landlord may recover notwithstanding the existence of an outstanding title in a third person since a tenant, having received all benefits of its agreement, should not be permitted to dispute the authority of the one leasing its premises." *Jallah v. the Intestate Estate of George S. B. Tulay, Supreme Court Opinion, March Term, A.D. 201.3.*

In that case, the appellant, Sonnie Jallah, was a tenant of the appellee Intestate Estate of George S. B. Tulay. At some point in their tenant-landlord relationship, the appellant refused to pay rent to the appellee, claiming title to the property from a third party. By parity of reasoning, it can be said that the present suit is analogous to the Jallah case in that the appellee herein entrusted the 1st appellant with his property and, by extension, the 1st appellant's privy, the 2nd appellant. Therefore, to promote the public policy of honesty and good faith as enunciated in the Jallah case, the 1st and 2nd appellants' defense of adverse possession must fail and be dismissed. We so hold.

Additionally, the 1st appellant testified that he paid the amount of US$2,200.00 as a purchase price to the appellee. During the argument before this Court, the counsel for the 1st and 2nd appellants conceded that his clients did not produce evidence to substantiate the payments for the land. The law extant is that "only evidence alone

will enable a court to decide with certainty the matter in dispute." This Court has also held that "'the mere allegations or averments set forth in the complaint do not constitute any proof, but the evidence is essential as to the truth of the facts constituting the claim in order to render a judgment with certainty concerning the matter in dispute.' *Salala Rubber Corporation v. Francis Y S. Garlawolu 39 LLR 609 (1999), Boyce v. Boyce, Supreme Court Opinion, March Term, A.D. 2023*. Therefore, for reasons stated herein, the appeal announced by the 1st and 2nd appellants is hereby denied and dismissed.

Coming to the second issue, Whether or not the jury's unanimous verdict is contrary to the weight of the evidence considering the defense of the 3rd appellant, we shall

take recourse to the records for the evidence adduced by the parties. We cull the following testimonies from the records:

On direct examination, the 3rd appellant testified in chief as follows:

Q. Mr. Witness, plaintiff or complainant in this case has brought an action of ejectment against you to evict you from the property you presently occupy. Please tell this court how the subject property was acquired by you?

A. Between 2000-2001, I acquired the property I currently occupy from one Edward Hatchison, who was then the administrator of the Barbour Estate. Immediately or a year later, after construction in 2001, a pastor walked to me and claimed that the piece of property in question was a gift to him after he married the daughter of a relative of the estate. The lawyer Cllr. Tulay had a conference with the parties involved and informed me that they were the same family. And it was appropriate that I compensate the pastor his wife and they turned over to me a deed that was in their possession. From then, I have lived peacefully until my lawyer Cllr. Nyanti Tuan informed me that he received a citation for a survey for the property in question. I was out of the country and informed Cllr. Tuan to have the parties informed to postpone the survey so that I could be present with my deed and other relevant documents. Since then, I did not know who served a notice for the survey. Two years ago, SKD Community was under seize by [the] Liberia
National Police to enforce a Supreme Court's Ruling. From records made available to me, the lower court ordered in favor of the Dennis' a survey on a piece of property located at SKD Boulevard in which my property falls. I contacted my lawyer to review the Supreme Court's Ruling and all subsequent documents which he did and informed me that as per the Supreme Court's Ruling, the property was legitimate of the Dennis. Knowing what I have gone through, paid for the property twice, I sought to speak [with] other people in the community to see what best solution I could find. I have established that a group of people from the community filed on an information in this court to stop the Dennis from ejecting us from the property. In that ruling by this court, they denied the information

and asked that the Supreme Court's decision be enforced. I have no alternative, [the] highest court of the land has spoken. I was prepared to purchase the land the third time…

Q. Mr. Witness, in your statement in chief you made mention of several documents but not limited to a copy of deed from Dennis to you, last will and testament of Mr. Henry W. Dennis, letters of administration, court decree of sale. Were to see these documents, will you recognize them?

A. Yes"

We note from the answer filed by the 3rd appellant and his testimony on direct examination that the 3rd appellant adduced documents relating to his purchase of a portion of the disputed property from the Dennis Estate. The 3rd appellant, however, failed to substantiate by evidence the title instruments or other documents he claimed he acquired from the Barbour Estate between 2000 and 2001, as well as the second purchase from a pastor whom the 3rd appellant could not name. We gather from the cross-examination the exhaustive and enlightening interaction between the 3rd appellant and the appellee's counsel as follows:

"Q. Good afternoon, Mr. Witness, you told this court in your testimony made just a while ago that between 2000 – 2001, you acquired property from one Edward Hutchison who was then an administrator of the Intestate of Barbour. Am I correct?

A. Yes.

Q. When this property was acquired from the Barbour Estate, please tell this court and jury what was given you?

A. A deed was given me.

Q. Mr. Witness, you said again that immediately or year after the construction, [a pastor] walked to me and claimed that the piece of property was a gift to a pastor after his marriage. Cllr. Tulay had a conference with the parties involved and informed me that I compensate the pastor and his wife for the deed in their possession. Is that correct?

A. Yes, sir.

Q. Mr. Witness, you have acquired three deeds for the same property?

A. No, sir.

Q. Mr. Witness, I bring you back to your testimony with reference to period 2000-2001, you indicated that you acquired property from the Intestate Estate of Barbour and immediately thereafter a year later, you carried out a construction in 2001. A pastor walked to me and claimed that piece of property in question was a gift to him and his wife after he married a daughter of the relative of the estate. The late Cllr. Tulay had a conference with the parties involved and his wife so that [the] pastor could turn the deed in their possession. Mr. Witness, am I correct to say it was then two deeds you had during the period 2000-2001?

A. It depends on your understanding of two deeds. The first deed issued me after the survey signed [by] Hutchinson. When the pastor raised the qualm and it was established that Cllr. Tulay was a lawyer for the Hutchinson and lawyer in his law firm was also a lawyer for the pastor, he advised that [the] court proceeding was not a way forward. It was necessary to resolve the matter at home. I provided the compensation without any survey being done.

Q. Mr. Witness, please tell this court and jury after the compensation to the pastor and his wife upon your advice by Cllr. Tulay, what did the pastor give you or in other words, was the deed from the Barbour confirmed by the pastor as a result of the latest compensation to him?

A. I said and will say again that when the case was taking to the law firm. It was established that the parties; that means, the pastor and his wife [on] one side, Mr. Hutchinson that gave me the transfer deed has a representation from the same law firm and Cllr. Tulay advised that it was the same families and I should compensate the pastor based upon his interest which the parties agreed. The pastor did not issue transfer deed to me. Instead, the deed that initially issued was turned over [to] me. So, the original transfer [deed] I have is one as a result of the survey. After the conference, after he

agreed to discontinue his interest, he turned over to me the deed that was turned over to him. More than that, I am on record to say the very parties involved in selling land to me in 2001 was a party to the law suit with the Dennis that the Supreme Court ruled in the Dennis' favor. So, based upon the Honorable Supreme Court's decision, I carried as my principal instrument the deed issued to me by the Dennis.

Q. Mr. Witness, are you aware that the Intestate Estate of the late Wilmot W. Dennis filed a motion to intervene in this case and that said motion to intervene was denied by this court in that the Dennis Estate was far remote from the property of the plaintiff?

A. To the best of my knowledge, Dennis Estate promised to provide protection through legal means while the property is my possession. With respect to intervention and denial, I don't know when it happened.

Q. Mr. Witness, do you also know that James Fofana that you know is a brother of Moivamba Fofana?

A. As I said in my presentation, James Fofana and I do not live in the same house. I made it clear that my interaction with James came about when we were threatened by eviction. As such, it is impossible to know the relationship whether they are brothers or cousins.

Q. Mr. Witness, an except on page two paragraph three of your testimony, I read:' a surveyor came on the property adjacent to mine where James Fofana lives and was requested to bring his deed as well as others. Upon the presentation of my deed, because I purchased where I occupy and the presentation of James Fofana's deed, it was established that the deed in James Fofana's hand [is] the one acre he claims goes toward the swamp', my question to you is by this testimony, were you able to see the deed of James Fofana?

A. I told you that I did not see James Fofana's deed and it was not my business to do that because it was only paying for where I sit. The surveyor who for the purpose of his work has in his possession my deed and others informed me that Mr. James Fofana's land goes to the back.

Q. Mr. Witness, 'my deed', was it a deed that you got from Barbour or the deed from the Dennis Estate?

A. ***Counsellor that deed calls for the place where I reside.***" Emphasis supplied.

It should be noted that the appellee's corroborated evidence tends to establish that it was the 1st appellant, Moivamba Fofana, who placed the 3rd appellant and others on the disputed property without a deed. It should also be noted that the testimony of the 3rd appellant attempts to avoid this fact; that is, Moivamba Fofana placed others, including the 3rd appellant, in possession of a portion of the disputed property. Moreover, we see that the 3rd appellant solely relied on the transfer made to him by the Intestate Estate of Wilmot Dennis on the 23rd day of April, A.D 2015, more than a year after the appellee had commenced this cause. Considering the inconsistency and avoidance which occasioned the evidence adduced by the 3rd appellant in this case, it is our opinion that the unanimous verdict of the trial jury is not contrary to the weight of evidence as contended by the 3rd appellant.

It is trite 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 be the exclusive judge as to what constitutes the preponderance of the evidence. Accordingly, where the jury [has] concluded after considering evidence 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.* We affirm.

WHEREFORE, and in view of the foregoing, the trial court's final ruling adjudging the 1st, 2nd and 3rd appellants liable in ejectment is hereby 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 order the 1st, 2nd and 3rd appellants ousted, evicted and ejected from the portion of the disputed property occupied by them and the appellee placed in possession thereof. Costs are ruled against the appellants. AND IT IS HEREBY SO ORDERED.

When this case was called for hearing, Counsellor Emmanuel Tulay of the Tulay & Associates Law Offices appeared for the 1st and 2nd appellants. Counsellor Francis W. Tuan of the Tuan Wreh Law Firm appeared for the 3rd appellant. Counsellor Milton D. Taylor of the Law Offices of Taylor & Associates, Inc. appeared for the appellee.