THE GARNETT HEIRS, by and thru BOYE GARNETT, and Messrs HARAM HAMOUD, AHMED SOAR and RIAD SOAR, Appellants *v.* HENRY ALLISON, by and thru His daughter, NEE ALLISON, Attorney-In-Fact and Agent, Appellee.

APPEAL FROM THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT, MONTSERRADO COUNTY.

Heard: April 14 & 15, 1994. Decided: September 23, 1994.

1. Under the rule of pleadings, averments in a pleading to which a responsive pleading is required are admitted when not denied in the responsive pleading. *Civil Procedure Law, Rev. Code* 1: 9.8 (3)
2. In ejectment actions, the parties must necessarily rely upon title, and where a pleading refers to a written instrument, a copy of the instrument may be annexed to, and made a part of the pleading.
3. Documents, instruments or other writings which are required to have revenue stamps affixed thereto shall not be given effect or received in evidence in any court or administrative proceedings unless they bear appropriate revenue stamps of the Republic of Liberia in the prescribed amount, but a reasonable time shall be afforded proponents of such documents, instruments or other writings to cure any such defect.
4. According to Rule 28 of the Circuit Court Rules, law issues raised in a case could be passed upon whether or not the counsels previously notified are present.
5. The court will not do for a party that which he ought to do for himself.
6. The approval by the trial judge of a bill of exceptions, without expressed reservation admits of the correctness of every material statement which precedes his signature.
7. The Supreme Court will not adjudicate matters not raised by the pleadings.
8. It is a rule of modern practice that when a pleading is founded on a written instrument, a copy thereof may be annexed, and made a part of the pleading by reference as an exhibit, and by statute, or rule of court, it is sometimes made obligatory on part of the pleader in such a case to annex a copy of the instrument to the pleading.
9. In ejectment action, the parties must necessarily rely upon title, and when a pleading refers to a written instrument, a copy of the instrument may be annexed to, and made a part of the pleading.
10. Issues not raised in the court below and passed upon by the trial judge, will not be adjudicated by the Supreme Court
11. The Supreme Court cannot take evidence on appeal.
12. Where the trial judge is accused of communicating with the jury after his charges, counsel for appellants should raise the objection as a matter of record before the

jury returns their verdict, and allow ruling to be entered for review by this Court; or seek redress from the Justice in Chambers.

13. Documents not pleaded and annexed to pleadings under the principle of notice cannot be admitted into evidence.
14. When a man stands by and allows another to act without objecting when, from the usage of trade or otherwise there is a duty to speak, his silence would preclude him as much as if he proposed the act himself.
15. In ejectment action, mere relationship by ties of blood cannot confer title to real property.

These appellate proceedings emanate from an action of ejectment instituted by Henry Allison by and thru his attorney-in-fact and agent, Nee Allison, in the Civil Law Court for the Sixth Judicial Circuit, Montserrado County. Proferted with his complaint were a copy of plaintiff's title deed with the description of the property by its metes and bounds, and a photo copy of the power of attorney issued to Nee Allison as attorney-in-fact. Appellants, the Garnett Heirs, appeared and filed an answer, which was subsequently withdrawn and amended. A regular trial was had which culminated in a final judgment in favor of plaintiff/appellee, to which defendants/appellants noted their exceptions and appealed to the Supreme Court.

The Supreme Court, upon review of the records, noted that appellants did not aver in their amended answer that the property subject of the action is owned by them and not the plaintiff; nor did they allege their right of possession to the property; nor was a profert of any deed from any source made to the amended answer as did the plaintiff. The Court held that the failure on the part of defendant/appellant to deny or rebut the allegations of ownership or title to the property, subject of he action, as raised in the complaint, is by operation of law, an admission by the defendants of plaintiff's title to the subject property and their inability to show title in themselves. The Court also took note of the several issues of law raised in the amended answer and the motion to dismiss the plaintiff's complaint, but held that it found no adverse ruling against the defendants on these issues which is prejudicial and reversible to warrant the consideration of the Court in the face of the clear admission by the defendants of plaintiff's title to the subject property and their inability to show title in themselves.

Accordingly, the judgment appealed from was *affirmed.*

McDonald J. Krakue appeared for appellants. *Joseph P. H. Findley* appeared for appellee.

MR. JUSTICE SMITH delivered the opinion of the Court.

For the benefit of this opinion, we quote the plaintiffs' amended complaint and the defendant's amended answer as filed in the Civil Law Court for the Sixth Judicial Circuit, Montserrado County, sitting in its June Term, A. D. 1992. The case was tried by a jury and a verdict finding for the plaintiff was returned and confirmed by the court to which judgment the defendants excepted and have come to this Court on appeal for our review and determination:

PLAINTIFF'S COMPLAINT

"1. That Nee Allison is attorney-in-fact for plaintiff as more fully appears from photostat of her power of attorney with notary certificate marked Exhibit "A" and Counsellor Joseph Findley has also been authorized by the plaintiff, Henry Y. Allison to institute this suit as more fully appears from a letter of February 18, 1992, written to the Counsel by Mr. Allison, marked exhibit "B".

2. That plaintiff owns a certain tract of land located and situated on Camp Johnson Road in the City of Monrovia, Republic of Liberia, with a building thereon including a basement with three rooms, a two-door store with warehouse, and three floors above the store. Photostat of the deed to said property is filed herewith marked "C" and described as follows:

> "Commencing at the Northwestern angle of Henry Y. Allison, Sr. parcel of land, thence running on magnetic bearing as follows: Thence running North 12 degrees West 33 fee to a point, thence running, South 68 degrees feet 132 feet to a point, thence running 12 degrees east 33 feet to a point, thence running North 68 degrees 132 feet to the place of commencement and containing 4,356 sq. ft. acres of

land and no more."

3. That the defendants have entered upon the said land wrongfully and withheld possession from plaintiff thereby depriving him of the rents and profits thereof.
4. That despite many peaceful demands made upon defendants to vacate the said premises, the defendants have refused and failed so to do.
5. That the rental value from the premises is L$15,000.00 per annum and that defendants are wrongfully withholding said premises and he has done so for more than three (3) years; thereby causing plaintiff to lose L$45,000.00.."

DEFENDANT'S AMENDED ANSWER

"1. That the entire action captioned ACTION OF EJECTMENT should be stricken and dismissed in that the purported attorney-in-fact, Nee Allison, has no authority to sue or bring an action of ejectment or to recover real property purportedly owned by Henry Y. Allison. Defendants say from a careful perusal of the four (4) specific counts of the power of attorney, no mention is made by the said Henry Y. Allison of empowering Nee Allison to sue by way of ejectment or taking legal steps to recover any real property owned by the said Henry Y. Allison; hence, same should be dismissed.
2. Further to the entire action, defendants say same should be dismissed, in that, the said Henry Y. Allison being aware that this power of attorney was limited, acknowledged the extent of same in the third (3rd) paragraph to the last of said Power of Attorney when he said "If any provision or part of this power of attorney shall be held to be invalid for any legal reason, the remaining provisions shall continue to be valid and enforceable to the greatest extent possible." Only those provisions that were expressly provided for should be legally enforced. Hence, the entire action should be dismissed.
3. That the purported power of attorney is bad and defective; in that, there is no notary seal or stamps affixed to same which is required by law. Defendants say it is clear that looking at the said power of attorney, it was made up right

in the office of the respondents' counsel; hence, the entire action should be dismissed.

4. That further to the signature which purports to be that of Henry Y. Allison, defendants say, same is false and misleading. Defendants say that at the call of this motion, he will produce copies of letters and agreements which would exhibit the actual signature of the said Henry Y. Allison which will show that the signature on the power of attorney here in dispute is false and incorrect; hence the entire action should be dismissed.
5. That the plaintiff has no capacity to sue; in that, even though the action was instituted by one who purports to be an agent or attorney-in-fact for the plaintiff, Henry Y. Allison; yet the deed which is the basis of an ejectment action, squarely shows that the property in question is allegedly owned by Henry Y. Allison, Sr. and not Henry Y. Allison, who are two distinct and separate persons. Defendants say that for this cogent discrepancy, the entire action according to law, is bound to crumble and this they so pray.
6. That also as to the entire complaint, defendants say is a fit subject for dismissal, for the plaintiff has failed to show how its purported grantor Zondell B. Jallah acquired the said property in question from the Republic of Liberia.
7. That as to count two (2) of the complaint, same presents no triable issue as defendants have no knowledge of same.
8. That as to count three (3) of the complaint, same is baseless and unfounded; as the defendants have not entered any land, premises or house owned by the plaintiff, not to mention the least of depriving him of rent and of profits.
9. That because of the averment of count three (3) of this amended answer, count four (4) of the aforesaid complaint presents no triable issue.
10. That count five (5) of the complaint is another of plaintiff's mechanization of facts and criminal desire to deceive the court, and all of which defendants deny. Defendants say further that there is no truth in the matter that the complainant was deprived of L$45,000.00. Defendants say

this he will prove at the trial that the plaintiff is a "liar", a cheat and a non God fearing individual.

11. Because defendants aver that the complaint lacks the factual sufficiency to warrant the action of ejectment; in that, the plaintiff has not proven that the defendants have entered and wrongfully withheld from plaintiff or her purported principal the subject real property.
12. Defendants deny all and singular the allegations made and set forth in plaintiff's complaint which was not made a subject to special traverse in these amended answer..."

Count two (2) of the complaint shows that the plaintiff proferted with his complaint, a copy of his title deed with the description of the property by its metes and bounds and annexed a photo copy of the power of attorney issued to Nee Allison as attorney-in-fact for the plaintiff, Henry Y. Allison. In the complaint, the plaintiff claims the amount of L$45,000.00 as damages for wrongfully detaining and withholding the property for more than three (3) years.

There is no averment in the 12-count amended answer alleging that the subject property is owned by the defendants and not the plaintiff; nor have the defendants alleged anywhere in the amended answer their right of possession to the property; or a profert of any deed from any source made to the amended answer as did the plaintiff. Defendants however raised several issues of law in their said answer along with a motion to dismiss the plaintiff's complaint.

It is interesting to note that in traversing count two of plaintiff's amended complaint in which he made profert of his title deed to the property and described its metes and bounds, the defendants, besides not showing any kind of title in themselves or their rights of possession, aver in count seven (7) of their amended answer and we quote: "Count two (2) of the complaint, same presents no triable issue as defendants have no knowledge of same." (Emphasis).

Pleadings are written allegations of what is affirmed on the one side or denied on the other, disclosing to the court or jury having to try the cause the real matter in dispute between the parties. From the averment of count 7 of the amended answer,

it must be concluded that the factual issue of ownership raised by plaintiff's pleadings, which is the decisive factor of the case, is not denied by the defendants in their amended answer. Under the rule of pleadings, averments in a pleading to which a responsive pleading is required are admitted when not denied in the responsive pleading. Civil Procedure Law, Rev. Code 1: 9.8 (3).

There are several issues of law raised in the above quoted amended answer and the motion to dismiss plaintiff's complaint which the trial judge passed upon; and we have not found any adverse ruling against the defendants which is prejudicial and reversible to warrant our consideration in the face of a clear admission by the defendants of plaintiff's title to the subject property and their inability to show title in themselves. In ejectment action, the parties must necessarily rely upon title, and where a pleading refers to a written instrument, a copy of the instrument may be annexed to, and made a part of the pleading. *Walker v. Morris,* 15 LLR 424 (1963). Appellants have also filed a sixteen-count bill of exceptions but elected to narrow the issues to seven points on which they desire our review and determination. It is our opinion therefore that any issue of the bill of exceptions not included in the brief and argued before us must be considered as waived. We must therefore proceed to discuss the seven (7) issues argued in appellants' brief.

The first issue argued by counsel for appellants in his brief is that the trial judge ruled contrary to law as to the time allowed to correct the insufficiency of revenue stamps on the power of attorney and the notary certificate, as raised. He argued that the 48 hours allowed by law to correct such defect commences to run upon receipt by the defaulter of the pleading attacking the insufficiency of revenue stamps and quoted for reliance, *Construction and Maintenance Services, Inc. v. Richards,* 26 LLR321 (1977). Taking recourse to the Revenue and Finance Law relied upon by the trial judge to order the correction of the defect, and the aforesaid case cited in 26 LLR by the appellants' counsel, we find no problem with the judge's ruling in allowing the defaulter to correct the defect with respect to stamp not later than the following day, November 10, 1992. For the benefit of this opinion, we quote the relevant Revenue and Finance Law on

which the trial judge relied:

> "..... Document, instrument or other writings which are required to have revenue stamps affixed under the provision of section 16.3 shall not be given effect or received in evidence in any court or administrative proceedings unless they bear appropriate revenue stamps of the Republic of Liberia in the prescribed amount cancelled in accordance with the provision of Section 16.4; but a reasonable time shall be afforded proponents of such documents, instruments or other writings to cure any such defect".Revenue and Finance Law, Rev. Code 36:71.5

The argument of counsel for appellants is not supported by the trial record, in that the plaintiff did receive the defendants' objection to the power of attorney with respect to the revenue stamps and did not correct the defect within 48 hours, nor did he show the date on which plaintiff received the motion attacking the insufficiency of revenue stamps and did not correct the defect within 48 hours of receipt of the motion. Further appellant did not cite us to the statute which requires that upon receipt of an attack of a defect in revenue stamps, the proponent of such document to be stamped, is required to have the defect corrected within 48 hours of receipt of such objection. Moreover, the opinion referred to and cited by the learned counsel was delivered on November 25, 1977, at the time the current Revenue and Finance Law relied upon by the trial judge had not been passed into law and published, as the current Revenue and Finance Law quoted above was first published in 1979, about two (2) years after the opinion cited. It is clear therefore that the Revenue and Finance Law with respect to revenue stamp supercedes the statute relied upon by this Court in the opinion cited, especially when the trial judge ordered the defect to be corrected less than 48 hours time. The time allowed by the trial judge was therefore reasonable and supported by statute; hence, the first issue regarding revenue stamps as advanced by counsel for appellants, is not sustained.

Counsel for appellants argues in his brief that the trial judge did not appoint a lawyer to take the ruling on the law issues for the absent lawyer. This is normally done to allow exceptions to

be taken or appeal to be announced in case of a final judgment. However, recourse to the sheriff's returns to the notice of assignment for the disposition of law issues dated December 4, 1992 for December 9, 1992, shows that the counsel for the defendants could not be found to be served, but one of the defendants in person of Richard Garnett, who identified himself to the officer, was served but refused to accept a copy of the notice. On the said 9th day of December, 1992, the trial judge disposed of the law issues and ruled the case to trial by jury. Upon application of counsel for plaintiff, the case was assigned for trial on the 16th. No exception was noted by the judge for the defendants' lawyer. According to Rule 28 of the Circuit Court Rules, law issues raised in a case could be passed upon whether or not the counsels previously notified are present. In this case, counsels for both parties, however, appeared for trial which ended in an appeal taken and perfected .Hence no prejudice has been shown by the appellants which has affected their ownership or possessory rights by reason of the judge's failure to appoint a lawyer to take the ruling on the law issues for the absent lawyer. It was however, incumbent upon defendant Richard Garnett who was notified of the assignment to receive their copy and take it to their lawyer to be present at the disposition of the law issues in order to note exception to the ruling. The court will not do for a party that which he ought to do for himself. This second issue of the brief as argued is therefore not sustained.

The third point of appellant's argument in the brief before us is the trial judge's approval of the bill of exceptions without reservation. He argues that by approving the bill of exceptions, the trial juudge thereby admits all the allegations contained in the bill of exceptions as being true, for which the judgment should be reversed. In support thereof, appellant cites as reliance the case *Cooper v. Alemendine,* 20 LLR 416 (1971). In that case, the Court held that "the approval by the trial judge of a bill of exceptions without expressed reservation admits of the correctness of every material statement which precedes his signature." While this argument may be legally tenable, counsel for appellants has not shown the Court any reversible or prejudicial error committed by the trial judge in approving the bill of

exceptions, which substantially affect defendants ownership or possessory rights of the subject property which admission by reason of such approval would affect the title of the plaintiff, especially where the defendants could not show any title in themselves or any possessory rights. It is our considered opinion therefore that the third point of argument of the appellants be, and same is hereby overruled.

In arguing the fourth point of his brief, counsel for appellants attempted to trace appellants' chain of title to the property as having come to them from F.E.R. Johnson to their grand Aunt, Rebecca Garnett and thence, to their fathers J. Richard Garnett and Jesse Garnett (brothers) who were joint owners until their death. Said property came to them by descent, the counsel argued. He questioned the rights of the plaintiff's grantor, Zondell B. Jallah, to convey the land. It must be noted that defendants did not raise any of such questions in their pleadings for the trial judge to pass upon during trial. The Supreme Court will not therefore adjudicate issues not raised in the pleadings. *Coleman v. Cooper,* 12 LLR 226 (1955). It is a rule of modern practice that when a pleading is founded on a written instrument, a copy thereof may be annexed, and made a part of the pleading by reference as an exhibit, and by statute, or rule of court, it is sometimes made obligatory on part of the pleader in such a case to annex a copy of the instrument to the pleading. 21 RCL 476, § 38. In the defendants' pleadings, no title to the property was alleged nor their ownership by descent raised therein or the title of their fathers from F. E. R. Johnson put in issue as notice to the court to pass upon. In ejectment action, the parties must necessarily rely upon title, and when a pleading refers to a written instrument, a copy of the instrument may be annexed to, and made a part of the pleading. *Walker v. Morris,* 15 LLR 424 (1963). It is therefore our considered opinion that what was not raised in the court below and passed upon by the trial judge, will not be adjudicated by this Court; hence, the fourth issue is overruled.

Counsel for appellants in arguing the fifth point in his brief contends that the verdict of the empaneled jury is uncertain because it did not name the quantity of the land awarded. This

argument is unwarranted and therefore cannot be sustained. Recourse to the verdict and plaintiff's complaint, reveals that plaintiff instituted the ejectment action to recover possession of real property located on Camp Johnson Road on which there is a building, said to comprise of a basement with 3 rooms, 2 door-stores, and a warehouse with 3 stories above the basement, which complaint described the metes and bounds of the property. The verdict of the empaneled jury states, and we quote the relevant portion:

> ".....The defendants are liable and the plaintiff is entitled to her property and is also awarded the amount of L$26,250.00 as damages.

The damages was reduced from L$45,000.00 to L$26,250.00 and this is the right of the jury. We see no uncertainty in the verdict and hence the 5th issue of the brief is not sustained.

The 6th issue of the appellant's brief alleges, and counsel for appellant argues, that the trial judge was seen by several witnesses leaving from the jury deliberation room. The counsel contends that the matter should have been investigated. When asked by the bench whether or not he made this allegation as a matter of record to be passed upon by the trial court, he replied that he did not for fear that he could be attached in contempt of court, if he did; he however raised the issue in his motion for new trial. Counsel for plaintiff resisted the motion for new trial and with reference to the allegation of the judge tempering with the jury in their room of deliberation, he attached an affidavit of two (2) court officers who, on their oath deposed and said that they kept surveillance on the jury when they were kept together from April 15 to 16, 1992 and that at no time did they see the trial judge entering or leaving from the jury room or communicating with them. The trial judge, in his ruling denying the motion for new trial, categorically denied ever entering the jury room or having private communication with the empaneled jury at any time. We must again emphasize here that this Court cannot take evidence on appeal; counsel for appellants should have raised the objection as a matter of record before the jury returned their verdict and produce those witnesses who saw the trial judge leaving the jury room and allow ruling to be entered

for review by this Court; or seek redress from the Justice in Chambers. As much as this Court would have loved to pass on this issue for the future benefit of those judges who may elect to charge the jury in open court, and thereafter follow them into their room of deliberation or call them to say what their verdict should be, we cannot entertain this argument of the counsel for appellant on this point to defeat the sworn affidavit of the officers of court who by court's order attended the jury who were kept together from the 15th to the 16th of April, 1992, and without any evidence by the defendants/appellants in rebuttal. The sixth point of argument is therefore not sustained.

Counsel for appellants in arguing the last point of his brief, contends that the plaintiff's deed executed by Zondell B. Jallah in 1980 cannot prevail against the deed of Rebecca Garnett issued to her by F. E. R. Johnson in 1927 as testified to. Rebecca Garnett is the aunt of defendants' fathers, J. Richard Garnett and Jesse Garnett. Perusal of the appeal records in this case shows that although no deed or any kind of paper title was pleaded and annexed to the defendants' pleadings, the trial court unusually admitted into evidence documents DF/1, DF/2 and DF/3 to form part of the defendants' evidence without objection interposed by counsel for plaintiff, who, having expressed concern about the application to admit into evidence documents not pleaded and annexed to the pleadings as a matter of notice, noted that he interposed no objection to the admissibility of the documents as those documents would establish the case for the plaintiff. DF/1 is a warranty deed from F. E. R. Johnson to Rebecca Garnett executed in 1927. DF/2 is copy of a letter from J. Richard Garnett to Mrs. Zondell B. Jallah calling her attention to their understanding to the effect that she was only to erect a beauty shop on his Aunt Rebecca Garnett's property, but instead of a beauty shop, she was erecting a permanent dwelling structure to lease without his knowledge and consent, and therefore she should forward him a bill of costs of the concrete house for a peaceful solution to avoid future embarrassment. DF/3 is a warranty deed from Zondell B. Jallah to Richard and Jesse S. N. Garnett. It is very elementary for any impartial and conscientious circuit judge not to know that documents not pleaded and

annexed to pleadings under the principle of notice can not be admitted into evidence. However, be as it may, there is also in the record a warranty deed from Richard Garnett and Jesse Garnett to Zondell B. Jallah dated August 20, 1977 for a piece of property on Camp Johnson Road, Block number 26, containing 3,356 sq. ft. and also a warranty deed from Zondell B. Jallah to Henry Y. Allison for a piece of property on Camp Johnson Road, in Block 26, containing 4,356 Sq. Ft. dated November 4, 1980 for which the said Zondell B. Jallah received the amount of L$15,000.00 as purchase price of the property. The puzzling question gathered from the argument of counsel for appellants is, how could Richard and Jesse Garnett accept a warranty deed from Zondell B. Jallah for the same property of their Aunt Rebecca Garnett deeded to her by F. E. R. Johnson in 1927? The true answer is that the property conveyed by Zondell B. Jallah to Richard and Jesse Garnett in 1973 could not be the same property belonging to Rebecca Garnett. There is a description of the pieces of properties at the back of the warranty deed from Zondell B. Jallah to Richard and Jesse Garnett, one calling for 4,356 sq. ft. shown to be for Zondell B. Jallah and the other covering 8,052.2 sq. ft. shown to be for Richard and Jesse Garnett. It is therefore clear that by virtue of the warranty deed from Richard and Jesse Garnett to Zondell B. Jallah dated August 20, 1977, she had the right to convey to Henry Y. Allison the said property. Therefore, the argument of counsel for defendants in his brief that Zondell B. Jallah could not show the chain of her title is not tenable and hence, overruled.

Another puzzling question is: why were these documents never pleaded and copies annexed to the defendants' amended answer, or notice given therein for their production at the trial if they were not available at the time of pleading? We must conclude therefore that the defendants have realized that such evidence under the circumstance was no help in their defense, and so they decided not to plead them. Our conclusion is supported by the fact that the defendants on several occasions offered to refund the plaintiff's $15,000.00 paid for the land even though they denied the signature on the deed to be that of the grantor. Further, there is evidence on record which was not

rebutted by the defendants that the plaintiff had been in possession of the property from 1980 to 1990 when he had to flee the country because of the civil war. That it was during the absence from the country of the plaintiff that the defendants wrongfully took possession of the property and illegally withheld possession. We are of the opinion that the conveyance of the property to Zondell B. Jallah by Richard Garnett and Jesse Garnett in 1977 was upon a compromise reached by the grantors and the grantee as a result of the letter written to the grantee, Zondell B. Jallah, by J. Richard Garnett marked by Court DF/2, for which no legal action was taken by the said Richard and Jesse Garnett, from 1960 up to 1980 when the property was conveyed to the plaintiff.

Granted that J. Richard Garnett and Jesse Garnett did convey the piece of property to Zondell B. Jallah, and judging from the letter marked by Court DF/2 of November 30, 1960, as produced into evidence, the failure of the defendants or their fathers to act until Zondell B. Jallah erected a 3-storey concrete building on said property, which she later sold to Henry Y. Allison in 1980, would defeat their claim. It is a principle of law that when a man stands by and allows another to act without objecting when, from the usage of trade or otherwise, there is a duty to speak, his silence would preclude him as much as if he proposed the act himself. And whatever had been made a derelict by the owner will become the property of the first occupant. *Clarke v. Lewis*, 3 LLR 95 (1929).

Another point which cannot escape our attention is the absence from defendants' evidence, any title deed of the subject property in themselves. Although they irregularly slipped in a deed belonging to their grand aunt Rebecca Garnett from F. E. R. Johnson to form part of their evidence of title, they did not show by either a warranty deed from Rebecca Garnett to them or to their fathers, J. Richard Garnett and Jesse Garnett, nor an executor deed or administrator's deed under which they could claim title to the property. In *Cooper-King v. Cooper-Scott,* 15 LLR 390 (1963) and *Jackson et al. v. Mason,* 24 LLR 97 (1975) this Court held that in ejectment action, mere relationship by ties of blood cannot confer title to real property.

In view of the circumstances attending this case, and the law cited in support of our position, it is our holding that the judgment appealed from should be, and the same is hereby confirmed and affirmed with costs ruled against the appellants. And it is hereby so ordered.

Judgment affirmed.