IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA, SITTING IN ITS MARCH TERM, A. D.2026

BEFORE HIS HONOR: YAMIE QUIQUI GBEISAY, SR. .... CHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE .... ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA .... ASSOCIATE JUSTICE
BEFORE HER HONOR : CEAINEH D. CLINTON-JOHNSON ... ASSOCIATE JUSTICE
BEFORE HIS HONOR: BOAKAI N. KANNEH........................ ASSOCIATE JUSTICE

Joan Jackson, of the City of Monrovia, Liberia.............................. Appellant)	
Versus)	Appeal
Cecelia Savice and Evelyn Harris and other occupants of the City of Monrovia, Liberia............ Appellees)	

GROWING OUT OF THE CASE:

Joan Jackson, of the City of Monrovia, Liberia.............................. Plaintiff)	
Versus)	Summary Proceedings to Recover Possession of Real Property
Cecelia Savice and Evelyn Harris and other occupants of the City of Monrovia, Liberia.......................... Defendants)	

Heard: June 8, 2026 Decided: August 27, 2026

MR. JUSTICE KABA DELIVERED THE OPINION OF THE COURT

This appeal grows out of an action of Summary Proceedings to Recover Possession of Real Property instituted by the appellant, Joan Jackson, against the appellees, Cecelia Savice and Evelyn Harris, before the Sixth Judicial Circuit, Civil Law Court for Montserrado County. Following a bench trial, the trial court dismissed the action on the ground that title to the disputed property was in issue, thereby rendering summary proceedings inappropriate. The appellant entered an exception to the ruling and perfected her appeal to this Court in line with Section 51.4 of the Civil Procedure Law.

The records disclose that the appellant alleged ownership of a parcel of land containing approximately 0.70 lot situated in the Township of Congo Town, Montserrado County. According to the appellant, she acquired title to the property through an Administrator's Deed executed by her grantor, Nathan C. Ross, Jr. She further alleged that the appellees unlawfully entered upon the premises, commenced construction thereon, and continued to occupy the property despite repeated notices and demands to vacate. Consequently, she instituted an action of Summary Proceedings to Recover Possession of Real Property seeking their eviction.

In response, the appellees admitted that the property was originally owned by the appellant but asserted that on April 28, 2006, the appellant sold to them the portion of land presently in dispute for the sum of US$400.00. The appellees maintained that they paid the agreed consideration and received a receipt evidencing the transaction. They further contended that although they repeatedly requested the appellant to execute and deliver a deed conveying title, she failed and refused to do so. Based upon these allegations, the appellees argued that the receipt constituted sufficient evidence of their ownership interest and therefore placed title in issue.

At trial, the appellant produced two witnesses, Clarence Chucky Ketter and Yanquelli Ketter. Both witnesses testified that the Appellant purchased the disputed property from Nathan T. Ross in 2005 and that the property remained the appellant's land. Both witnesses further denied that the appellant had ever sold the property to the appellees. Clarence Ketter additionally challenged the authenticity of the signature appearing on the receipt relied upon by the appellees.

The appellees, on the other hand, produced Cecelia Savice and Mr. Misuri Sheriff. Their testimony established that a survey conducted following a boundary dispute revealed that Ms. Savice had encroached upon a portion of the appellant's property. Thereafter, negotiations were undertaken whereby Ms. Savice agreed to pay the appellant US$400.00 for the occupied portion. The witnesses testified that the appellant accepted payment and promised to subsequently execute and deliver a deed to the appellees. Significantly, both witnesses acknowledged that no deed was ever executed or delivered.

Upon consideration of the evidence, the trial court dismissed the action, reasoning that the receipt evidencing payment of US$400.00 raised a question of title and therefore removed the matter from the ambit of summary proceedings.

The sole issue presented for our determination is whether a receipt acknowledging payment for a parcel of land, without more, constitutes legal title to real property so as to place title in issue and bar an action of Summary Proceedings to Recover Possession of Real Property.

The trial court relied upon Section 25.16 of the Civil Procedure Law, which provides:

"Deeds and other writings shall be admissible against all parties to them and shall also be evidence against all mankind of the transfer of all titles or rights transferred by them." We agree with the trial court that deeds and certain writings may constitute evidence of the transfer of rights or interests in property. However, the court below misapprehended the legal effect of the receipt offered by the appellees. Section 25.16 does not elevate every writing concerning land into a valid conveyance of title. Rather, the statute recognizes that writings may serve as evidence of rights actually transferred. The crucial inquiry therefore is whether the writing relied upon is one that legally transfers title or merely evidences some aspect of a transaction.

Under settled principles of Liberian property law, title to real property is ordinarily transferred by a duly executed deed or other instruments duly probated and registered according to law. Sibley v Bility 33 LLR 548 (1985) Where a person who fails to have an instrument affecting or relating to real property probated and registered within four months after its execution, his title to such real property shall be void as against any party holding a subsequent instrument affecting or relating to such property which is duly probated and registered. 1956 Code 29:1014 (6). A mere receipt acknowledging payment of money does not meet these requirements and therefore does not, standing alone, operate to transfer legal title. This Court's holding in Fazzah v. National Economy Commission, 22 LLR 486 (1973), is instructive. There, the Court recognized that a writing acknowledging payment may constitute evidence of a transaction but does not itself amount to a conveyance of title absent a valid instrument transferring ownership. Accordingly, while a receipt may establish that consideration was paid, it does not by itself vest title in the purchaser.

The evidence adduced by the appellees further demonstrates that title was not genuinely in dispute. Indeed, the appellees' own testimony repeatedly acknowledged the appellant's ownership of the disputed property. Their entire defense was predicated upon the assertion that the appellant sold them a portion of her land and thereafter failed to execute a deed. Such a position necessarily recognizes that title remained in the appellant and that a formal conveyance had yet to occur.

Moreover, this Court has consistently held that title is not deemed to be "in issue" merely because a party asserts some equitable or possessory claim to land. In Konneh v. Badio et al., 37 LLR 576 (1994), this Court held that the phrase "title is involved" contemplates a situation where opposing parties exhibit competing paper titles or fee simple claims requiring adjudication. Where one party presents legal title and the opposing party presents no deed or documentary title but relies instead upon possession or some lesser claim, title is not considered to be genuinely involved within the meaning of the law.

Applying that principle to the present case, the appellant presented an Administrator's Deed evidencing her ownership of the property. The Appellees produced no deed, no conveyance, and no document purporting to transfer legal title. Their sole documentary evidence was a receipt acknowledging payment. Such receipt may constitute evidence supporting a contractual or equitable claim for specific performance, reformation, or conveyance, but it does not constitute competing legal title.

Indeed, the appellees' remedy, if their allegations are true, lies not in asserting ownership by virtue of the receipt alone, but in seeking appropriate judicial relief to compel the execution of a deed or otherwise enforce the alleged agreement for sale. The receipt may support such claim by demonstrating payment of consideration; however, it cannot by itself serve as a substitute for a valid conveyance.

In the instant case, the appellees' sole documentary evidence relied on to institute the action being a an un-probated and unregistered receipt acknowledging payment for the sale of the disputed property, such receipt may constitute evidence supporting a contractual or equitable claim for specific performance, but it does not constitute competent legal title transferring real property. Accordingly, we hold that the receipt relied upon by the appellees does not constitute legal title to the disputed property. Since the appellees neither pleaded nor proved competing title, no genuine issue of title was presented. The trial court therefore erred in concluding that title was involved and in dismissing the action of Summary Proceedings to Recover Possession of Real Property on that basis.

WHEREFORE, AND IN VIEW OF THE FOREGOING, the ruling of the trial court is reversed. The Clerk of this Court is hereby ordered to send a Mandate to the court below, commanding the judge therein presiding to resume jurisdiction over the case and give effect to the judgment of this opinion. Costs are ruled against the appellees. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, CONSELLORS ROSEMARIE B. JAMES AND EMMANUEL B. JAMES OF THE INTERNATIONAL GROUP OF LEGAL ADVOCATES AND CONSULTANTS APPEARED FOR THE APPELLANT. COUNSELLORS DAVID M. KOLLEH, JR., MAMEE S. W. GONGBAH, JR. AND LAWRENCE YEAKULA OF THE LIBERTY LAW FIRM, INC. APPEARED FOR THE APPELLEE.