

**IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC  
OF LIBERIA, SITTING IN ITS MARCH TERM, A.D. 2017.**

**BEFORE HIS HONOR: FRANCIS S. KORKPOR, SR.....CHIEF JUSTICE**  
**BEFORE HIS HONOR: KABINEH M. JA'NEH .....ASSOCIATE JUSTICE**  
**BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE**  
**BEFORE HIS HONOR: PHILIP A.Z. BANKS, III.....ASSOCIATE JUSTICE**  
**BEFORE HER HONOR: SIE-A-NYENE G. YUOH.....ASSOCIATE JUSTICE**

Philip Rambo Sayon, Dacious Business )  
 Enterprises represented by and thru )  
 All officers, Ritter Pharmacy, represented )  
 By and thru its Owner, Manager, and all )  
 Officers and Beauty House represented by )  
 And thru its Owner and Manager, all of the )  
 City of Monrovia, Liberia.....APPELLANTS )

VERSUS )

APPEAL )

The 14<sup>th</sup> Episcopal District, AME Church represented )  
 By and thru its Bishop, Presiding Elders and Pastors of )  
 The city of Monrovia, Liberia.....APPELLEE) )

GROWING OUT OF THE CASE: )

The 14<sup>th</sup> Episcopal District, AME Church represented )  
 By and thru its Bishop, Presiding Elders and Pastors of )  
 The city of Monrovia, Liberia.....PLAINTIFF )

VERSUS )

ACTION OF EJECTMENT )

Philip Rambo Sayon, Dacious Business )  
 Enterprises represented by and thru )  
 All officers, Ritter Pharmacy, represented )  
 By and thru its Owner, Manager, and all )  
 Officers and Beauty House represented by )  
 And thru its Owner and Manager, all of the )  
 City of Monrovia, Liberia.....DEFENDANTS )

HEARD: December 20, 2016

DECIDED: August 3, 2017

**MADAM JUSTICE YUOH DELIVED THE OPINION OF THE COURT**

On February 27, 2014, the 14<sup>th</sup> Episcopal District of the African Methodist Episcopal Church, the appellee herein, by and thru its Bishop, Presiding Elders and Pastors, filed an action of ejectment before the Sixth Judicial Circuit Court, Montserrado County, sitting in its March Term, A. D. 2014, against Mr. Philip Rambo Sayon, *et. al.*, the appellants herein. The appellee prayed the trial court to oust the appellants out of a property claimed to belong to the African Methodist Episcopal Church and which was allegedly being claimed and occupied by the Co-appellant, Philip Rambo Sayon, along with the other Co-appellants.

The allegations, as culled from the appellee’s complaint, were that the 14<sup>th</sup> Episcopal District of the African Methodist Episcopal Church is the owner of a piece of property lying and situated between Perry Street and Capitol By-Pass, Monrovia; that it acquired the said property through its deceased Bishop, the late William Sampson Brooks and the Church’s Trustees via purchase in fee simple from Mr. Benjamin J. K. Anderson and his wife, Mrs. Adelaide P. Anderson in

1921; that the Church has occupied the subject property since its purchase in 1921 and had leased portions thereof to several individuals. The appellee also alleged that in 1992, it leased this particular property to a Lebanese Business man named Mr. Wafic Wazni who constructed a one story flat roof concrete store building; that Mr. Wazni subsequently abandoned the building and left the country due to the Civil War in Liberia and has not returned since then; that in order to repossess the property, appellee instituted cancellation proceedings at the Sixth Judicial Circuit Court, Montserrado County and was granted a court's order cancelling the leasehold right of Mr. Wazni and the appellee thereafter leased the stores built by Mr. Wazni to several businesses.

The appellee further alleged that it was during the period of the Liberian Civil War that the Co-appellant, Philip Rambo Sayon, illegally entered upon and occupied the disputed property; that upon entering and occupying the said property the Co-appellant threatened the appellee's church officers with death threats and then surreptitiously claimed ownership thereto and operated a business under the name 'CLIPS TRADING'; that under the same fabrication of being the owner of the said property, co-appellant, Philip Rambo Sayon, executed several lease agreements as the lessor with a businessman known as Justine Harleba and the other Co-appellants named in the ejectment suit; that Justine Harleba and the other tenants had paid rents to the appellee but were later halted by the Co-appellant; that all efforts asserted to remove the appellants from the property proved futile as they are all relying on the purported title of the Co-appellant Philip Rambo Sayon. The appellee therefore prayed the trial court to oust the appellants from the property and to grant to the appellee general damages in an amount not less than US\$200,000.00 (Two Hundred Thousand United States Dollars) for the alleged inconveniencies and loss of income the appellee suffered by the acts of the appellants and in particular, Co-appellant Philip Rambo Sayon.

In substantiating its averments, the appellee attached the following documents to its complaint: (1) a certified copy of a warranty deed from Mr. Benjamin J. K. Anderson and Mrs. Adelaide P. Anderson to William Sampson Brooks under the title of "Bishop and Trustee of the A.M.E Church of Liberia" and a map of the property; (2) copy of the appellee's land and property report, listing tenants and their occupancy status; (3) lease agreement between Wafic Wazni and the appellee; (4) copy of the lease agreement between Co-appellant Philip Rambo Sayon and Justine Harleba of Cool Your Thirst Company and (5) copy of a US \$1,500.00 (One Thousand Five Hundred United States Dollars) receipt issued by the appellee in favor of Cool Your Thirst for rental arrears.

On March 10, 2014, the Co-appellant, Philip Rambo Sayon, on behalf of the other Co-appellants, filed a fifteen (15) count answer denying all the averments contained in the appellee's complaint and asserting that the appellee's deed was a product of fraud; that at no time did he encroach or occupy the appellee's property; that the property in question belonged to his father, Mr. Robert Sayon, Sr. who was an elder in the appellee's church; that in the year 1956, the late Robert Sayon Sr., purchased the said property from one Mr. Moses Gelleh and lived on the said property up to his demise; that by virtue of his father's demise, coupled with letters of administration issued him by the Monthly and Probate Court for Montserrado County, title to the disputed property was transferred to him.

The Co-appellant Philip Rambo Sayon also alleged that it was his late father, Robert Sayon, Sr. who entered into a lease agreement with Mr. Wafic Wazni,

contrary to the assertion that it was the appellee who entered into a leased agreement with Mr. Wafic Wazni; that when Mr. Wazni decided to depart Liberia, he the Co-appellant, was issued a power of attorney in order to protect Mr. Wazni's leasehold right; that it was predicated upon the said power of attorney that he subsequently entered into a lease agreement with several businesses including Justine Harleba; that it is the appellee which continues to harass and embarrass his peaceful enjoyment of the property; that the trial court should deny and dismiss the appellee's complaint and grant him US\$280,000.00 (Two Hundred Eighty Thousand United States Dollars) as general damages for harassment, intimidation and inconveniences he allegedly suffered and US\$70,000.00 (Seventy Thousand United Dollars) as special damages for what he termed as incessant court proceedings and maligning of his character.

Attached as exhibits to the appellants' answer included documents such as: (1) an undated letter of administration from the Monthly and Probate Court for Montserrado issued Co-defendant Philip Rambo Sayon to administer the intestate estate of his deceased father, Mr. Robert Sayon; (2) copy of a power-of-attorney from Mr. Wafic Wazni to one Philip R. Wulu, (3) copy of a warranty deed from Moses Gelleh to Robert Sayon, Sr., and, (4) copy of proceedings from the Civil Law Court for Montserrado County and a Writ of Possession in favor of Justine Harleba. We observed from the records that although the appellants alleged that the late Robert Sayon, Sr. was the lessor of Mr. Wafic and not the appellee, the appellants however failed and neglected to attach or exhibit the purported lease agreement between the late Robert Sayon Sr. and Mr. Wafic Wazni to substantiate this allegation.

On March 19, 2014, the appellee filed a fifteen (15) count reply in which it reaffirmed and confirmed the averments in its complaint, contending that at no time did the Co-appellant's late father, Robert Sayon, Sr., ever enter into a lease agreement with Mr. Wazni, arguing that even if said allegation was true, the appellants would have attached the purported lease agreement; that the power of attorney referred to by the Co-appellant is false and misleading; that by virtue of the lease contracted between the Co-appellant and Justine Harleba wherein the Co-appellant agreed and consented that Mr. Harleba paid all rental arrears to the appellee, was tantamount to the Co-appellant's acknowledgment and admissions of the appellee's right and ownership of the property; that clause four (4) of the said agreement states that the "*the lessee shall be responsible for and pay all arrears to the African Methodist Church as may be hereof: which thereafter be levied upon or against said demised premises or pay by the lessee and be deducted from the rental hereinabove mentioned*"; that in compliance with this provision of the lease agreement, on November 9, 2007, the appellee received US\$1,500.00 (One Thousand Five Hundred United States Dollars) from Mr. Harleba as rental arrears and the next payment of US\$7,400.00 (Seven Thousand Four Hundred United States Dollars) was due on December 10, 2007, but Co-appellant Philip Rambo Sayon prevented said payment by producing a fraudulent deed.

Pleadings having rested, the parties filed their respective legal memoranda, the presiding Judge of the Sixth Judicial Circuit, Montserrado County, sitting in its March Term, A.D. 2014, His Honor Peter W. Gbeneweleh, assigned the case for disposition of law issues. Subsequently, on May 9, 2014, Judge Gbeneweleh ruled that the Co-appellant, Mr. Philip Rambo Sayon, was a tenant of the appellee; that the Co-appellant being a tenant cannot challenge the title of the appellee, his lessor; that the letters of administration issued by the Monthly and Probate Court,

Montserrado County, in favor of the Co-appellant was not dated and that even if same was dated, said instrument does not transfer title to the Co-appellant and that the case be heard and determined by a jury trial. We herein quote relevant excerpts of Judge Peter W. Gbeneweleh's ruling of May 9, 2014, to wit:

*“The first law issue for the determination in this case is whether Co-Defendant Philip Sayon was a tenant of the Plaintiff, African Methodist Church – and if so, can he challenge the title of his Landlord? This Court says that Co-Defendant Sayon confirmed that he did enter into a lease agreement on March 31, 2004 with one Justin Harleba for the disputed property and in clause four (4) of the said agreement it is stated that, “the parties hereby further mutually agreed that the lessee shall be responsible for and pay all arrears to the African Methodist Church as may be hereof: which thereafter be levied upon or against the said demise or pay by the lessee and be deducted from the rental herein above mentioned.” Even though Co-Defendant through his legal Counsel argued that the word is “arrive rather than “arrears”, we are all aware that lessee do not pay arrives but arrears and this is what Co-Defendant Sayon meant when he entered said agreement with Mr. Haleba. Why will Co-Defendant include such a clause if the property was for his father as alleged? This court says that an agreement is a contract between two or more persons to do something or refrain from doing something. An agreement also states the intent of the parties and the intention was that the Lessee will be responsible to pay whatever arrears to the African Methodist Church.*

*This Court goes further to say that not only did the parties include in the agreement that the lessee will be responsible for the payment of all arrears to the African Methodist Church, but the lessee did make payment to the Church in keeping with the agreement. How can Co-Defendant now allege that he is not tenant but an owner? It is the Court's opinion that Co-Defendant Philip Sayon is a tenant and a tenant has possessory right and not title and can be removed at any time. Therefore, the Co-Defendant cannot challenge the title of his landlord. Hence, in passing on this issue, this Court says the Co-Defendant Philip Sayon is the tenant of the Plaintiff and he therefore cannot challenge Plaintiff's title to the said property which was leased from Plaintiff. This Court also observes that Philip Sayon contended that the property was for his late Father Robert Sayon who leased this property to a Lebanese businessman Wazni. The records before this Court show that Co-Defendant Philip Sayon failed and neglected to annex the lease agreement between his late father and Wazni.*

*The second issue for this Court to determine is whether Letters of Administration can transfer title to real property in the name of the recipient of the said Letters of Administration? This Court says that Letters of Administration is a legal document issued by the Monthly and Probate Court to a person making the said person Administrator and giving him/her the right to manage the property of the deceased person who died without leaving a will. What Defendant has exhibited as transferring title is Letters of Administration and not a deed. The said document has never been treated as a deed in this Jurisdiction and this is why it is given for a period of time in order for the intestate estate to be administered and subsequently*

*closed within the period of 12 months or as ordered by the Monthly and Probate Court. Defendant Sayon Letters of Administration command him to administer the estate of his late father Robert Sayon and close same within 12 months and the property in question is not a part of the intestate estate of Robert Sayon for which Co-Defendant was given Letters of Administration. The law also provides that “a deed is the best evidence to settle a dispute over the title to real estate.....” SEE THE CASE: (A.R. Railey V.C.A. Montgomery, 10 LLR 300) and ownership to real property must be evidence by a title deed.*

*WHEREFORE, AND IN VIEW OF THE FOREGOING, this Honorable Court, in disposing of the law issues, says that Co-Defendant Philip Sayon is a tenant of the Plaintiff, A.M.E. Church, and therefore cannot challenge the title of his Landlord.*

*Furthermore, this Court says that Letters of Administration cannot transfer title and therefore Co-Defendant Sayon cannot rely on Letters of Administration to accept title to said property which he alleged belongs to his father. This case is ruled to trial with two issues already disposed of as indicated therein above by a jury under a control and supervision of this Honorable Court. AND IT IS HEREBY SO ORDERD.”*

The appellants excepted to Judge Gbeneweleh’s ruling but did not pursue any remedial process to have same reviewed by the Supreme Court especially with regards to the issue of he, the Co-appellant, being a tenant of the appellee’s church.

At the call of the case for hearing on December 26, 2014, one of the appellants’ lawyer, Counsellor Sylvester D. Rennie, filed a bill of information before the trial court sitting in its November Term, A.D. 2014, then presided over by the late Judge Johannes Z. Zlahn, requesting that the trial court first determine the issue of fraud before conducting a jury trial into the main case. Quoted below is how Cllr. Rennie framed his contention in count five (5) of his bill of information:

*“Informants aver and say that this Honorable Court has made an assignment for trial without firstly determining the allegation of fraud raised by the informants/defendants concerning the deed of the respondent/plaintiff. When that fraud is established, then there will be no action of ejectment pending before this Honorable Court. So, the fraud must be determined, as such bill of information will lie to bring to the attention of this Honorable Court those things that must be done before a trial is heard, which is also an irregular way of proceeding, if we are to strictly go to trial.”*

The appellant filed its resistance to the bill of information contending that same was filed in bad faith with the intent to delay the trial proceedings and that there is no law that requires issues of fraud to be disposed of first in a circuit court before the main trial.

On December 29, 2014, Judge Zlahn, upon listening to arguments from the parties on the bill of information, denied same on grounds that issues of fraud required the taking of evidence which required a jury trial and that same was now being pursued in that hearing. We quote herein below an excerpt of Judge Zlahn’s ruling, to wit:

*“Having listened to arguments on both sides of this issue relative to the belated bill of information filed by the informants, alleging fraud, this court says that an allegation of fraud requires the taking of evidence, which must be established at jury trial and it cannot be disposed of as a matter of law. Furthermore, the court is aware of no law that obligates the court to convene a separate jury to determine the issue of fraud and then go into the merit of the case and counsel for the informant has not cited one law in support of his proposition that this court must empanel two separate juries; one to hear the issue of fraud and the other to hear the case on its merits. Therefore, the bill of information is denied and this case will be tried on its merits at a subsequent date.”*

We cannot agree more with the ruling of Judge Zlahn in that it is the law hoary with age that issues of fraud being purely factual in nature must be determined by a jury who will weigh the evidence and make a determination on same, and that the jury trial being conducted was the proper forum and opportunity for the appellants to prove fraud rather than requesting a separate hearing under a separate jury trial. More besides, the bill of information filed by Counsellor Sylvester D. Rennie was done in bad faith in that this case having already been ruled to jury trial by Judge Peter W. Gbeneweleh, Counsellor Rennie was attempting to have Judge Zlahn review the ruling of his predecessor and colleague of concurrent jurisdiction, an act the law forbids. We therefore affirm and confirm the ruling of Judge Zlahn denying the Co-appellant’s bill of information for the reasons stated herein and we so hold. *Roberts v. Roberts* 7LLR 358 (1942); *Nah v. Richards* 16LLR 89, 93 (1964); *Lartey v. Corneh* 18LLR 177, 179 (1967); *King v. International Trust Company* 20LLR 438, 441, (1971); *Stubblefield v. Nassah* 26 LLR 153, 158-159 (1977); *Computer Services Bureau v. Ehn* 29 LLR 206, 211 (1981); *Kromah v. Pearson* 33LLR 42, 45 (1985); *Massaquoi et al v. Dennis* 40 LLR 698, 705 (2001); *Ketter v. Jones et al.* 41LLR 81, 85 (2002); *Kennedy v. Cooper*, Supreme Court Opinion, March Term A.D 2008; *Tarr v. Wright*, Supreme Court Opinion, March Term, A.D. 2015; *Eleanor Taylor-Cooper v. Baker*, Supreme Court Opinion, March Term A.D. 2016.

On December 31, 2014, Co-appellant, Philip Rambo Sayon tendered a letter to the clerk of the trial court informing the court that all of his lawyers had withdrawn their representation and as such the trial court should grant him three (3) months to hire a new lawyer, which request was granted. On January 6, 2015, the appellee filed a motion for sequestration of rents on grounds that despite the pendency of the ejectment suit, the Co-appellant Philip Rambo Sayon continued to collect rents from the other Co-appellants.

Following notices of assignment and hearing on the motion for sequestration of rent, Judge Zlahn granted the motion and mandated all tenants to remit their rents to the sheriff of the Sixth Judicial Circuit Court, Montserrado County, for onward transmission to an account under the supervision of the trial court.

Subsequently, on April 2, 2015, trial commenced and the appellee produced two witnesses in persons of Counsellor Rose-Marie Banks James and Rev. David A. B. Parker. Counsellor Rose-Marie Banks James testified to the selfsame facts and the averments in the complaint. She further testified that the Co-appellant being a military personnel during the Civil War, entered upon the property and occupied

one of the constructed stores under the pretext that he was a care-taker for Mr. Wazni; that although the Co-appellant did acknowledge and admit to the appellee's right and ownership of the property by the provision of the lease with Mr. Harleba, which the latter did comply with, the Co-appellant prevented all the appellee's tenants from paying rent to the appellee, including Mr. Harleba, as the appellee considered him as its tenant by virtue of the rental arrears of US\$ 1,500.00 (One Thousand Five Hundred united States Dollars) paid to the appellee as already stated herein.

This testimony of Counsellor James was recounted by the appellee's second witness, Rev. David A. B. Parker, but with the addition that the appellee owns and has title to several properties located within the City of Monrovia at Soniwein, Camp Johnson Road, Clay Street, Perry Street and Capital Bye-Pass, respectively; and that the properties situated within the perimeter of Perry Street and Capital Bye-Pass are known as the "Bishop Brooks", the name of the Bishop Presiding at the time of purchase of the disputed property.

The appellee rested with the production of oral and documentary testimonies, and on April 7, 2015, the lawyer representing the appellants, Counsellor J. Laveli Supuwood invoked section 26.2 of the Civil Procedure Law by filing a motion for judgment during trial on grounds that the appellee failed to establish its case and that its title deed is a product of fraud since the appellee's name is not on the deed but rather the deed bears the name of Bishop William Sampson Brooks of the African Methodist Episcopal Church, his heirs, assignees and successors.

The appellee resisted this motion only stating that same had no basis in law and fact.

On the same day, that is, April 7, 2015, Judge Zlahn listened to arguments and ruled denying the motion on grounds that the appellants lacked the standing to challenge the name on the appellee's title deed since only the heirs, assignees or successor to the late Bishop William Sampson Brooks of the African Methodist Episcopal Church could legally challenge the appellee's claim and that the appellants did not qualify as an heirs, assignees or successors to the late Bishop William Sampson Brooks.

The Civil Procedure Law, Rev Code 1:26.2, which the appellants' lawyer invoke provides that:

*"after the close of the evidence presented by an opposing party with respect to a claim or issue, or at any time on the basis of admissions, any party may move for judgment with respect to such claim or issue upon the ground that the moving party is entitled to judgment as a matter of law. The motion does not waive the right to trial by jury or to present further evidence even where it is made by all parties. If the court grants such motion in an action tried by jury, it shall direct the jury what verdict to render, and if the jury disregards the direction, the court may in its discretion grant a new trial. If the court grants such a motion in an action tried by the court without a jury, the court as trier of the facts may then determine the evidence and render judgment or may decline to render any judgment until the close of all the evidence. In such a case if the court renders judgment on the merits, the court shall make findings as provided in section*

23.3(2) "Also see: *Williams v. Percy*, 33LLR 272, 277(1985); *Dopoe v. City Supermarket*, 34LLR 342, 350(1987) *Momolu v. Cummings*, 38LLR 307, 313 (1996).

Although the law requires that in an action of ejectment the plaintiff must recover on the strength of his title and not the weakness of the title of his adversary, the law, by the same token has also recognized that once the plaintiff has proven title to the disputed property, the defendant in order to prevent the plaintiff's recovery must controvert the plaintiff's evidence by proving title superior to that of the plaintiff showing that the plaintiff is not entitled to the property. *Dasusea and Kargou v. Coleman*, 36LLR 102, 103(1989). Given the fact that ejectment action involves a contest of titles to which all parties are required to establish their claims through the production of oral and documentary evidence, this Court is unable to see how the appellants, as a matter of law, are entitled to judgment during trial when there remained highly contested factual issues to include the issue of fraud that was still undetermined. More besides, a motion for judgment during trial, being at the sound discretion of the trial judge, the denial by Judge Zlan for the purpose of receiving all the evidence from both parties to the ejectment action was not an abuse of the judge exercising his discretion. It is within the pale of the law, and to enable the jury appreciate the totality of the evidence in order to reach a sound verdict. We hold therefore that the trial judge did not err when he denied the motion for judgment during trial.

With regards to the appellants' allegation that the appellee's title deed is a product of fraud because the said deed is not in the appellee's name but rather in the name of Bishop William Sampson Brooks, a non-citizen, this Court observes that the deed ascribes ownership to the property as follows:

*"William Sampson Brooks, Bishop and Trustee of the A.M.E Church in Liberia, his assigns and successors...TO HAVE AND TO HOLD the above granted premises; to the said William Sampson Brooks, Bishop and Trustee of the A.M.E. Church in Liberia, his Successors and assigns, to his and their use and behoof forever....."*

We take judicial notice of the fact that pursuant to the requisite provisions contained in the 1847 and 1986 Constitutions Bishop Brooks, as a foreigner was prohibited from owning real property in his own name in the Republic of Liberia. However, being a missionary of the A.M.E church, Bishop Brooks was qualified to hold property in trust for the appellee and his successors in office as long as the said property remains with the A.M.E. Church and as was intended by the Constitution.

The 1847 Constitution, at Article V, section 12 states:

*"No person shall be entitled to hold real estate in this Republic, unless he be a citizen of the same. Nevertheless, this article shall not be construed to apply to Colonization, Missionary, Educational, or other benevolent institutions, so long as the property or estate is applied to its legitimate purpose."* [Our Emphasis]

The 1986 Constitution, Article 22, also states that

*“Every person shall have the right to own property alone as well as in association with others; provided that only Liberian citizen shall have the right to own real property within the Republic.”*

***(b) Non-Citizen, missionary, educational and other benevolent institutions shall have the right to own property, as long as that property is used for the purpose for which it was acquired. Property no longer so used shall escheat to the Republic. [Emphasis]***

In view of the above, we hold here that Bishop William Sampson Brooks, a Trustee and a Missionary of the appellee in 1921, and in consonance with the provisions of the Constitution aforestated did legally acquire the property in trust for the appellee and as the appellee has continued up to the present time to exist as the A.M.E. Church in Liberia and the property is still being applied for the purpose for which it was purchased, the appellee’s deed therefore cannot be considered as an instrument of fraud.

Further recounting the facts, the records revealed that following the denial of the motion the appellants produced five (5) witnesses, in persons of co-appellant Philip Rambo Sayon, and four residents of the Capital Bye Pass community, namely, Ada Seboe, Samuel S. Collins, Himie Badio and the co-appellant’s tenant Justine S. Harleba.

The co-appellant, Philip Rambo Sayon testified that his late father, Robert Sayon, Sr., is the legitimate owner of the property; that although the deed to the disputed property is not in his name but rather, is in the name of his late father, Robert Sayon, Sr., the property belongs to him, the co-appellant, by virtue of the fact that the deed in the name of his late father devolves upon and vest title in him as the oldest son; that by this authority, he rightfully entered into the lease with Mr. Justine Harleba; that the provision of the lease requiring Mr. Harleba to pay rental arrears to the appellee was in accordance with the fact that his late father was indebted to the appellee for the non-payment of tithes and that he later informed Mr. Harleba to cease making payment to the church since according to him his late father’s tithes debt was cleared.

Three witnesses of the appellant in persons of Ada Seboe, Samuel Collins, and Himie Badio, testified that the co-appellant lived on the disputed property with his late father; that the disputed property belonged to the late Robert Sayon, Sr., and not the appellee, and that the co-appellant had been in possession of the property since the demise of the late Robert Sayon, Sr.

Thereafter, the appellant’s last witness, in person of Mr. Justine Harleba, testified that he did enter into a lease agreement with the co-appellant and paid the rental arrears to the appellee for the same reason as alleged by the co-appellant, that is, for the purpose of liquidating the co-appellant’s late father’s tithe indebtedness as a member of the appellee’s church. The witness testified that the appellee threatened him with eviction from the premises if he failed to pay said tithe arrears to the appellee, thus, his payment of the amount of US \$1,500.00 (One Thousand Five Hundred United States Dollars) in order to remain on the premises. The witness testified that with the permission of the appellee he inspected the church’s records and allegedly discovered that the late Robert Sayon, Sr., and other residents of the Capital Bye-Pass were members of the appellee’s church and were all indebted for

non-payment of tithe for which the said members were being evicted by the appellee.

Clause four (4) of the lease agreement between co-appellant Sayon and Mr. Harleba reads thus:

*“the parties further mutually agreed that the lessee shall be responsible for and pay all arrears to the African Methodist Church as may be hereof; which thereafter be levied upon and against said demised or pay by the lessee and be deducted from the rental hereinabove mentioned.”*

This provision of the lease agreement was buttressed and supported by a receipt dated November 19, 2007, issued by the appellee in favor of Mr. Harleba and the co-appellant which show that Mr. Harleba pursuant to the above quoted provision of the lease agreement paid the amount of US \$ 1,500.00 (One Thousand Five Hundred United States Dollars) as rent to the appellee.

Given this financial transaction between the co-appellant and the appellee, we have been unable to fathom how the co-appellant could unilaterally reverse his position as the owner of the disputed property, challenge the title of the appellee after acknowledging the appellee as the landlord of Mr. Harleba. The Supreme Court in addressing similar scenario has espoused that

*“that a tenant who takes possession of a landlord’s property and whose title is recognized between them, is estopped from questioning the landlord’s title.” Saunders v. Grant, 3LLR 152, 159 (1930); Jallah v. The Intestate Estate of George S.B. Tulay, Supreme Court Opinion, March Term, A.D. 2013.*

We hold here that the Co-appellant having recognized and acknowledged the appellee to whom rent should be paid, by virtue of the provision contained in the lease agreement with Justine Harleba and the receipt of November 19, 2007, the co-appellant cannot and will not be permitted to question or challenge the title of the appellee.

Additionally, there is no proof that the appellee’s church made a demand to the late Robert Sayon Sr., or his estate to pay tithe arrears owed the appellee’s church; there is no proof in the records showing that the late Robert Sayon Sr., earned an income of US \$15,000.00 (Fifteen Thousand Five Hundred United States Dollars) of which he paid ten percent or US \$1,500.00 (One Thousand Five Hundred United States Dollars) to the appellee’s church as tithe. But more besides, these assertions are very disingenuous and bizarre that a church would firstly hold its members accountable for tithe even after death and then attempt to evict its members from the church’s properties for non-payment of tithe.

This Court takes judicial cognizance of the undisputed fact that a tithe is ten percent of one’s income voluntarily given to a church. (See Genesis 14:18-20; Leviticus 27:30-33; Numbers 18:12-13; Black’s Law Dictionary Ninth Edition). In the present case, we wonder how a church, like the appellee’s, could legally place a claim or demand on a voluntary act as the payment of tithe against its members. The payment of tithes by members of a church is a voluntary act, not a legal obligation. The payment of such tithe is viewed as honoring a commitment to God,

not a legal obligation to the church. As such, the church can never dislodge a member from any property, whether it is the property of the church or any other property, because of the failure of the member to pay tithe. The Court takes cognizant of the practice in all of the Christian denominations that a failure to pay tithe is deemed as dishonoring God, and that as such the act of failure is punishable by God, not man or the church, such as threatening to have members evicted from property on account of this failure.

Being certain beyond all reasonable measures that this scenario is highly improbable, remote and far-fetched, we do not hesitate to hold that they will not be dignified by the Court's esteemed attention.

The parties having rested with the production of oral and documentary evidence, and following the jury's deliberations, they returned a unanimous verdict in favor of the appellee on April 13, 2015. On April 17, 2015, the appellants filed a motion for new trial on grounds that the verdict was against the weight of the evidence. On April 21, 2015, the appellee filed its resistance thereto stating that the verdict in all respects, conforms to the law and facts adduced at the trial.

On May 7, 2015, Judge Zlahn after entertaining arguments from both the parties, denied the motion for new trial and rendered final judgment confirming the jury's verdict. We quote herein below relevant excerpts of Judge Zlahn's ruling to wit:

*“Under Liberian Law, “the jury is the sole judge of the facts.” See Sinkor Supermarket v. Boima Ville, 31 LLR 286, 290 (1983). See also, Insurance Company of Africa v. Alfred G. Gipli, 32 LLR 330 (1984). In the instant case, the jury heard testimonies from two witnesses on behalf of the Plaintiff, one of whom was Rev. David A.B. Parker, the Presiding Elder of the 14<sup>th</sup> Episcopal District, Monrovia, who testified that: “The A.M.E. Church has properties in several areas in Monrovia and elsewhere in the county. For Monrovia we have a category listing for whatever area for example, we have a listing that covers Soniwein, we have a listing that covers Camp Johnson Road, we have a listing that covers Clay Street; this I hold in my hand is the listing for the By-Pass and Perry Street which is commonly called the Bishop Brooks area; we have such listing for every other section that we have properties, but this is specifically for Bishop Brooks that covers the properties on the By-Pass and the Perry Street area between Demonstration School, Perry Street and the By-Pass, we call that area Bishop Brooks named after Bishop William Simpson Brooks.” That testimony was buttressed by the Plaintiff's first witness, Counselor Rosemarie B. James, a member and a Steward of the Eliza Turner A.M.E. Church on Camp Johnson Road.*

*One of the most significant aspects of this case which is against Co-defendant Philip Rambo Sayon's claim to the disputed property is the fact that he claimed... that his father and a Lebanese businessman name Wafic Wazni entered into a lease agreement whereby Mr. Wazni agreed to lease the property from his father, Robert Sayon, Sr. He also claimed that when Mr. Wazni was leaving Liberia during the Liberian Civil War, he (Wazni) gave power of attorney to Robert Sayon, apparently to manage the property. In this regard, Count 2 of the defendants' Answer to the*

*Plaintiff's complaint states: "What obtained though is that Mr. Wafic Wazni leased said property from the father of Philip Sayon, the late Robert Sayon. Further, the Defendants say that as Mr. Wazni was departing Liberia he gave a power of attorney to Mr. Sayon since the lease period had not expired. Contingent upon this power of attorney, Mr. Sayon entered into lease agreement with some business person including Mr. Justin Halaba...." Despite this claim, the Defendants neither attached a lease agreement by and between Robert Sayon and Wafic Wazni nor state what the terms and conditions as well as the duration of the alleged lease agreement was. Further, the purported power of attorney, which was attached to the defendants' Answer to the Plaintiff's complaint, was issued by Wafic Wazni to a certain individual name Philip R. Wulu and not to Robert Sayon as claimed by the Defendants in Count 2 of their Answer to the Plaintiff's complaint. In any event, if the property belongs to Defendant Robert Sayon as the Defendants claim, why would the owner of a property have been given a power of attorney by a lessee who decided to leave this country due to the Liberian Civil War? What would have been the purpose of such power of attorney? This allegation that a power of attorney was given to the owner of a real property by a lessee of the property makes no sense, is unreasonable and defies logic and common sense.*

*The credibility of a witness and the weight and value to be given to his testimony.... is a matter to be determined by the jury or the court sitting without a jury; in making such determination, the court or jury may take into account any attendant facts or circumstances which tend to throw light on the accuracy, truthfulness, and sincerity of the witness." Wion, et al. v. Republic of Liberia, 30 LLR 71, 91 (1982). Further, the right of a trial jury to believe some of what it hears during trial, none of what it hears during trial or all of what it hears during trial cannot be questioned unless it is clear that the verdict, including an award of damages is contrary to the weight of the evidence adduced at trial or against the rules of evidence. In the instant case, the jury determined, as a matter of fact, that the above testimonies of Defendant Philip Rambo Sayon were false and therefore disbelieved and discredited said testimonies. To the contrary, the jury concluded that the Plaintiff's witnesses were credible, believable, accurate, truthful and sincere in their testimonies and therefore credited the testimonies of the Plaintiff's witnesses. Such conclusion by the jury cannot be questioned or set aside by a court since the jury is the sole and ultimate judge of the facts and of the believability and credibility of witnesses.*

*In addition thereto, the testimonies of the other witnesses of the Defendants were that they knew Defendant Philip Rambo Sayon and his father; that they are friends of Defendant Philip Rambo Sayon; that they live on the Capitol By-Pass; and that the disputed property belongs to the late Robert Sayon because he occupied same while he was alive. None of the Defendants' other witnesses testified that they in fact know that Mr. Robert Sayon was the title owner of the property. There is no doubt that a person may occupy a property without being the title owner of the property, as such property may be occupied legally as a tenant or lessee or illegally as trespasser or as one who entered the property after the expiration of the term of a lease agreement or rightful or permissive possession.*

*Perhaps the most damaging aspect of this case against Defendant Philip Rambo Sayon's claim is the fact that during the disposition of law issue, His Honour Peter W. Gbeneweleh determined as a matter of law that Defendant Philip Rambo Sayon is or was the Plaintiff's tenant and that the property which Defendant Philip Rambo Sayon is or was authorized to administer pursuant to the Letters of Administration issued by the Monthly and Probate Court for Montserrado County was not the disputed property. The court appointed Counsel for the Defendants announced an exception to the ruling of Judge Gbeneweleh and gave notice that they will take advantage of the laws controlling. This exception was noted by Judge Gbeneweleh. Despite the noting of exception to Judge Gbeneweleh's rulings and the promise to take advantage of the laws controlling, Defendants did not challenge Judge Gbeneweleh's rulings by timely seeking a remedial writ from the Honourable Supreme Court through the Justice presiding in Chambers. Hence in the opinion of this court, the defendants suffer waiver and lashes insofar as it relates to Judge Gbeneweleh's rulings that defendant Philip Rambo Sayon is the plaintiff's tenant and cannot therefore challenge the plaintiff's title.*

*Given the conflicting evidence presented at trial, coupled with the jury's authority as the sole judge of the facts; the fact that the evidence preponderates in favor of the Plaintiff; and the rulings of Judge Gbeneweleh which were not appealed by the Defendants, this Court holds and rules that the jury's verdict of **Liable** and the award to the Plaintiff of US\$30,000.00 as general damages are not contrary to the weight of the evidence adduced at trial and hence, confirms and affirms the jury's verdict."*

### **JUDGMENT**

A. *The Defendants are hereby **ADJUDGED LIABLE** to the Plaintiff for the amount of US\$30,000.00 as general damages for their illegal occupation and wrongful detention of the Plaintiff's premises.*

B. *The Defendants are forthwith ejected from the Plaintiff's premises and the Plaintiff is hereby put in possession of said premises.*

C. *The Clerk of this Court is hereby ordered to issue a writ of possession directed to the Sheriff of this Court, describing the Plaintiff's premises as contained in the Certified true copy of a Warranty Deed from Benjamin A.K. Anderson to William Simpson Brooks, Bishop and Trustee of the A.M.E. Church of Liberia in 1921, commanding the Sheriff of this Court to remove all persons on said premises, including the Defendants, and to put the Plaintiff into full possession thereof. Further, the Clerk shall, in the Writ of Possession, command the Sheriff of this Court to, in executing his mandate as ordered by this Judgment, seek the assistance of the Emergency Response Unit of the Liberia National Police. **AND IT IS HEREBY SO ORDERED.**"*

The appellants excepted to the above final ruling, announced an appeal therefrom to this Court and filed a four count bill of exceptions, which we quote herein below to wit:

*“Defendants in the above entitled cause of action most respectfully submit the following bill of exceptions for your Honor’s approval in order to process their appeal to the Honorable Supreme Court of Liberia as follows, to wit:*

- 1) That your Honor erred when you denied defendants’ motion for new trial even though the plaintiff failed to establish title in herself; to which ruling of your Honor defendants excepted.*
- 2) That Your Honor erred when you entered final judgment confirming the erroneous verdict brought down by the trial jury against the defendant even though same is contrary to the weight of the evidence adduced at the trial; to which judgment/ruling of Your Honor defendants excepted and announced an appeal to the Honorable Supreme Court of Liberia sitting in its October Term, A.D. 2015.*
- 3) That Your Honor erred when you held in your final judgment that Judge Gbenewelleh’s ruling at the disposition of law issue in this case declaring that co-defendant Philip Rambo Sayon is a tenant to the plaintiff was a final judgment from which he (Philip Rambo) Sayon should have appealed even though said ruling is void for invading the office of the trial jury. To which ruling your Honor defendants excepted and announced an appeal to the Supreme Court sitting in its October Term A.D. 2015.*
- 4) That your Honor erred when you confirmed in your final judgment the jury verdict awarding United States thirty thousand dollars(USD \$30,000.00) as general damages to the plaintiff even though no evidence was offered to show wrongful or illegal possession or occupancy of property owned by plaintiff to which ruling of Your Honor defendants excepted and announced an appeal to the Supreme Court sitting in its October Term A.D. 2015*

*Wherefore, defendants pray that your Honor will approve their bill of exceptions so that they may exercise their right to appeal to the Honorable Supreme Court of Liberia, sitting in its October term A.D. 2015, and accord unto defendants such other remedies as this Honorable Court may deem just and equitable.”*

Recounting the records in these proceedings, the bill of exceptions and arguments before this Court, we conclude that the main contention of the appellants as per the bill of exceptions is that the verdict is not supported by the evidence as to title and the amount of damages awarded. Hence, the salient issue this Court must pass on in bringing finality to this case is:

Whether or not the verdict of the trial jury, confirmed by the trial court is supported by the evidence?

The Supreme Court has held that an ejectment suit is a clash of titles and that the primary objective of said suit is to test the strength of the titles of the parties in order to determine who has superior legal title to the disputed property and award the disputed property to that party whose title is so strong as to effectively negate his adversary’s right of recovery. While this Court has held that the burden of

proof in an ejectment case rest on the plaintiff and not the defendant, and that a defendant need not prove or show title until a plaintiff has first established in himself or itself, a defendant must thereafter show that his title is superior to that of the plaintiff.” *Barclay v. Sampson*, 39LLR 774, 784(1999); *The United Methodist Church and Consolidated African Trading Corporation v. Cooper et al*, 40LLR 449, 458(2001); *Teahjay v. Dweh*, Supreme Court Opinion, October Term, A.D. 2013. In this present ejectment case the jury, who are the judges of facts, accepted the appellee’s title as being stronger and convincing as compared to the appellants’ title. Our review of the records in the case establishes strong support for the conclusion reached by the jury and for the verdict of liable against the appellants. The Supreme Court in numerous opinions has held as follow:

*“the jury are the judges of factual issues and a trial court must give enormous deference to the verdict of a jury which is based on the factual determinations and that in the face of any reasonable difference of opinion, the courts must yield to a jury’s decision unless to do so would be against the interest of transparent justice since a jury verdict is presumed to be correct and just. However, where it is established that the verdict is unsupported by the evidence it will be declared a legal nullity and same will be reversed. Testate Estate of Charles Dunbar Sherman v. Nimely, 41LLR, 215 218 (2002); Morgan v. Barclay, 42LLR 259 (2004); Forleh et al. v. Republic, 42 LLR 23(2004); Munnah and Sommah v. Republic 35LLR 40 (1988); 35LLR 389 (1988).*

This Court, in making a final determination as to whether the verdict is in conformity with the evidence adduced, has decided to scrutinize the evidence proffered by both parties, because it is the evidence alone that enables the Court to pronounce with certainty concerning a matter in dispute and they are the mighty bulwarks of the Court’s Opinions, Judgments and Mandates. *Jogensen v. Knowland 1LLR 266, 267 (1895); Massaquoi v. The Republic et al., 8LLR 113, 119 (1943), Pentee v. Tulay 40LLR 207, 215 (2000); Yardamah v. Natt*, Supreme Court Opinion, March Term, 2015 A.D.; *Farhat v. TRADEVCO*, Supreme Court Opinion, October Term, A.D. 2015. Hence, under this legal aegis, we have decided to revert to the records and examine the quantum of the evidence produced by all the parties.

The evidence adduced by the appellee, plaintiff in the court below shows that through its Trustee, Bishop William Simpson Brooks the disputed property was purchased in 1921 from Mr. Benjamin J.K. Anderson and Adelaide P. Anderson; that a title deed was issued in the name of Bishop William Simpson Brooks of the A.M.E Church, his heirs, successor and assignees; that based upon this title deed, the A.M.E. Church became seized of and took possession of the said property and leased same to several tenants to include Mr. Wafic Wazni. Mr. Wazni developed the property but left Liberia as a result of the Civil War and did not return up to the time of the institution of the proceedings to cancel his lease agreement. All these evidence were presented to the jury as judges of the fact and the jury accepted same as authentic and true, thus returning with the unanimous verdict in favour of the appellee.

We shall now attend to appellants’ evidence which showed that in 1956, the co-appellant’s late father, Robert Sayon Sr., allegedly purchased the disputed property from one Mr. Moses Gelleh; that by virtue of the demise of Robert Sayon Sr., coupled with letters of administration issued to the Co-appellant by the Monthly

and Probate Court for Montserrado County, and he allegedly being the oldest child of his late father, is claiming that title to the disputed property was transferred to the Co-appellant. Also by virtue thereof, he legally entered into the lease with Mr. Harleba.

This Court observes with keen interest that besides presenting a purported title in the name of the late Robert Sayon Sr., the Co-appellant, Philip Rambo Sayon, has miserably failed to demonstrate or prove how he acquired title to the property or how the alleged title of his late father, by the law of lineal inheritance, descended from his late father and became vested in him, the co-appellant, as the sole owner of the property given the fact that the co-appellant is not the only heir of the late Robert Sayon, Sr.

It is a recognized and settled principle of ejectment that a party claiming property by inheritance can only recover if [and only if] the title to the said property was legally vested in him; that the essential element in an ejectment action is not ties of blood but title; and that proof of heritable blood no matter the consanguinity is insufficient to warrant recovery in an ejectment action. *Raily v. Montgomery*, 10LLR 330, 335(1950); *Cooper-King v. Cooper-Scott*, 15LLR 390, 406(1963); *Jackson v. Mason*, 24LLR 97, 115(1975). The method advanced by the appellant as to how he acquired title to the disputed property being *ultra vires*, we hold that the trial court committed no error ruling in favour of the appellee.

Also, the appellants in producing additional evidence to establish a superior title produced three witnesses in persons of Ada Seboe, Samuel Collins, and Himie Badio, who all lived in the vicinity of the disputed property. These witnesses testified that they knew the co-appellant, Philip Rambo Sayon and who with his late father resided on the disputed property for a protracted period; and that after the demise of Robert Sayon, Sr., the co-appellant continued to reside and possess the disputed property. This Court says that these testimonies of the appellants' three witnesses are irrelevant and immaterial to the ejectment case, in that they failed to testify to any deed vesting title to the Co-appellant's late father, neither did they produce any evidence showing how the Co-appellant and his late father acquired title to the property or how the store constructed by Mr. Wafic Wazni was built. We must emphasize that absent the claim of adverse possession mere occupation or possession of a property cannot suffice as proof of title in an ejectment case. The Supreme Court has held as follow:

*“a naked possession of land by an intruder cannot prevail against a paper title and possession, no matter how long, is no bar to recovery by the true owner, if the party in possession entered upon the land without any claim of title, and did not acquire or assert title to the land at any time, or claim to hold it adversely to the true owner.”*  
*Dasusea and Kargou v. Coleman*, 36LLR 102, 103(1989)

In view of the aforesaid, we hold that Judge Zlahn committed no error when he ruled *“a person may occupy a property without being the title owner of the property, as such property may be occupied legally as a tenant or lessee or illegally as trespasser or as one who entered the property after the expiration of the term of a lease agreement or rightful or permissive possession.”*

Further, the co-appellant, Philip Rambo Sayon, in proving superior title to the disputed property testified that his late father, Robert Sayon Sr., leased the property

to Wafic Wazni; that upon the departure of Wafic Wazni from Liberia he, the co-appellant, was issued a power of attorney to continue the leasehold right of Wafic Wazni. We herein quote below the purported power of attorney the co-appellant presented to the jury, to wit:

*“KNOW ALL MEN BY THESE PRESENTS, that I Wafic Wazni of the city of Monrovia, County of Montserrado, Republic of Liberia have made constitute, and appoint Philip R. Wulu also of the city of Monrovia, County and Republic aforesaid, my true and lawful attorney for me and in my own name, place and stead to act for me, giving and granting unto Philip R. Wulu, my said attorney, full power and authority to do and perform on my behalf all and every act and thing whatsoever requisite and necessary to be done about my business, including the operation and management of the Wazni Trading Center as fully as to all intents and purposes as I might or could do if personally present at the doing thereof, with full power of substitution and revocation, thereby ratifying and confirming all that my said attorney, or his substitute, shall lawfully do or cause to be done by virtue hereof.*

*My said attorney is also empowered and authorized to collect all debt when due from all debtors to the said Wazni Trading Corporation and to institute legal actions where necessary for the purpose of collecting and recovering said debts without reference to me.*

*AND FOR SO DOING, this constitute his legal power of attorney until revoked*

*IN TESTIMONY WHEREOF, I have hereunto set my hand this 20<sup>th</sup> day of March A.D. 1989, in the city of Monrovia, County of Montserrado Republic of Liberia.*

*Witness:*

*Robert Sayon*

*Signed: Wafic Wazni*

*Moses Jerleh”*

These testimonies of the appellants, as gleaned from the records are completely unsupported by documentary evidence and inherently flawed in that although the Co-appellant claimed that the late Robert Sayon Sr., was the lessor of Mr. Wafic Wazni he however failed to exhibit the lease agreement between Mr. Robert Sayon Sr., and Mr. Wafic Wazni. Moreover, it is mind-boggling as to how an owner and lessor of a property can agree to become an attorney-in-fact for his lessee. This Court has held that “mere assertion does not constitute proof, but same must be supported by the evidence to warrant a court or jury accepting it as true” *Levin v. Juvico Supermarket* 24LLR 187, 194 (1975); *The Heirs of the Late Jesse R. Cooper v. The Augustus W. Cooper Estate* 39LLR 750, 757(1999); *Pentee v. Tulay* 40LLR, 207 215 (2000); *Knuckles v. TRADEVCO* 40LLR 511 525(2001); *Reynolds v. Garfuah* 41LLR 362, 371 (2003). More besides, the purported power of attorney quoted *supra*, needs no rocket science to show that Mr. Wafic Wazni specifically named and designated one Philip R. Wulu as his lawful attorney-in-fact and not the Co-appellant, Philip Rambo Sayon. There is nothing in records showing that the

attorney-in-fact, Philip R. Wulu and Co-appellant Philip Rambo Sayon are one and the same person, or that Philip R. Wulu by court decree changed his name to that of Philip Rambo Sayon. Given the clear and convincing fact that Philip R. Wulu is a person separate, distinct and legally non-identical to Co-appellant, Philip Rambo Sayon, this Court will consider this assertion of the Co-appellant as mere fabrication and discreditable.

It is the law in vogue that discreditable evidence that is clearly and manifestly inaccurate, false or improper that reasonable men ought not to believe should be refused, rejected and disregarded, and we so hold with respect to the Co-appellant's claim of being the attorney-in-fact for Mr. Wazni. *Scott v. Jones, Supreme Court Opinion October Term, A. D. 2014; The Ministry of Foreign Affairs, R.L., v. the intestate estate of the late Jarbo Sartee, 41 LLR 285 (2002)*. Therefore, it goes without saying that the co-appellant's testimony in all respect being a concocted fallacy designed to mislead the jury and trial court, the trial court therefore, in affirming the jury's verdict committed no error.

As earlier stated, in their bill of exceptions, the appellants have challenged the jury's verdict as being contrary to the weight of the evidence presented by the appellee as regards title to the disputed property and the amount of US\$ 30,000.00 (Thirty Thousand United States Dollars) awarded the appellee as general damages for illegal occupancy and wrongful detention of the appellee's property.

We note that in its complaint, the appellee prayed for general damages in an amount not less than US\$200,000.00 (Two Hundred Thousand United States Dollars) for what it termed as "inconveniences and loss of income suffered and sustained," but the jury instead awarded the amount of US\$ 30,000.00. (Thirty Thousand United States Dollars).

It is the law, that where a wrong is proven to have been committed, damages will attach; that in an action of ejectment, a plaintiff may demand damages for wrongful detention of the real property and that such damages are controlled by the rule evidence." *Kollie v. Kpan, 31LLR 600, 604 (1983); Dasusea and Kargou v. Coleman, 36LLR 102, 103(1989)Teahjay v. Dweh, Supreme Court Opinion, October Term, A.D. 2013; LoneStar v. Wright, Supreme Court Opinion, March Term, A.D. 2014.*

The Supreme Court has defined general damages as:

*"liability awards that come about as the natural and necessary outcome of a wrongful act or omission; there is no yardstick of universal acceptability for accurate measurement of general damages awards. Therefore the law has ordinarily assigned to the jury the task of determining such awards for general damages. This apparent arbitrariness in determining the amount of award for general damages is exclusively the jury's province. They are exemplary or punitive, intended by the law to provide compensation for injuries such as mental anguish and distress, insult, indignity and hurt to a party, which cannot be easily quantified or accurately estimated. It is recognized that a judicial yardstick is yet to be couched to measure mental anguish, insult and indignity for which such damages are awarded as compensation. It is generally required that the awards bear some relation to the injury inflicted and the cause thereof. They*

*should not be awarded where the amount of compensatory damages is adequate to punish the defendant. Where such compensatory damages are not adequate for the purpose of punishment, only such additional amount should be awarded as taken together with the compensatory damages will be adequate for the purpose of the punishment". Firestone Liberia Inc. v G. Galimah Kollie, Supreme Court Opinion, March Term 2012; LoneStar v. Wright, Supreme Court Opinion, March Term, A.D. 2014; The Management of Commium v. Flomo, Supreme Court Opinion, October Term, A.D. 2014.*

Also, the Supreme Court has held that

*“where a definite amount is named (as in the present case), whether in the complaint or in the prayer, it falls within the category of special damages and the proof thereof is controlled by the rule of evidence governing special damages hence the sum stated must be proven with some degree of certainty.”*

We have already held that the appellee did prove its title to the disputed property as against the appellants as per the evidence described herein. We shall now review the evidence with respect to the amount of general damages awarded by the jury.

The records are replete with the undisputed facts that the other appellants at the instance of the Co-appellant, Philip Rambo Sayon refused to pay rent to the appellee and that the Co-appellant Philip Rambo Sayon illegally occupied and possessed the appellee's property for a protracted period; that is, when he surreptitiously leased the property from April 1, 2004 and collected rents from tenants at the detriment of the appellee up to and including January 6, 2015, a period of almost 16 years; that he obstructed and prevented the appellee from entering upon the premises. All of these acts by the Co-appellant and the other appellants were designed and orchestrated to benefit him, the Co-appellant, at the expense and injury to the appellee. For these proven acts of illegal with holding by the Co-appellant, Philip Rambo Sayon and the other tenants, this Court says that damages will attach to the benefit of the appellee.

However, given these proven acts by the appellants, a collateral question then arises as to the rational for the jury's verdict of US\$ 30,000.00. (Thirty Thousand United States Dollars) and not US\$200,000.00 (Two Hundred Thousand United States Dollars) as prayed for by the appellee. The records show that although the appellee's motion for sequestration of the rents from the property was granted, the appellee failed to specify in its complaint the totality of rents expected from the disputed property on a monthly or annual basis and neither did it show the value of money lost as a result of the appellants wrongful withholding of the property. We therefore hold that given the fact that the law places the responsibility to award damages exclusively within the province of the jury based on the evidence submitted, and the records having shown that the appellants did indeed wrongfully withhold the appellee's property for almost 16 years, we shall not disturb the jury's verdict of US\$ 30,000.00. (Thirty Thousand United States Dollars) in favour of the appellee as damages and as confirmed by the trial court.

WHEREFORE AND IN VIEW OF THE FOREGOING, The appellants are ordered ousted, ejected and evicted from the premises subject of these proceedings to pay the amount of US \$30,000.00 (Thirty Thousand United States Dollars) to

the appellee for wrongfully withholding the appellee's property exclusive of rental ordered by the lower court to be held in escrow.

The Clerk of this Court is ordered to send a mandate to the Sixth Judicial Circuit Court, Montserrado County to resume jurisdiction over this case and give effect to this Opinion. Costs are ruled against the appellants. AND IT IS SO ORDER

*When this case was called for hearing, Counsellor J. Laveli Supuwood of Supuwood Law Offices appeared for the appellants. Counsellors Rosemarie Banks James and Emmanuel B. James of the International Group of Legal Advocates and Consultants appeared for the appellee.*