IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA
SITTING IN ITS OCTOBER TERM, A.D. 2025

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

Sue H. Knowlden of the United States of America through her attorney-in-fact, Mr. William T. Knowlden, Tarnue Foster, Charif Foster and other occupants of the City of Monrovia, Liberia ……..….. Appellants

Versus | APPEAL

The heirs of Augustus W. Cooper represented, by and thru Eugene A. Cooper, Ivy Zoe Cooper, Loraine C. Cooper, Augusta Cooper and Ethel Cooper, administrator and administratrixes, Monrovia, Liberia ……..….. Appellees

GROWING OUT OF THE CASE :

Sue H. Knowlden of the United States of America through her attorney-in-fact, Mr. William T. Knowlden, Tarnue Foster, Charif Foster and other occupants of the City of Monrovia, Liberia ……...…..… Movants

Versus | MOTION FOR NEW TRIAL

The heirs of Augustus W. Cooper represented, by and thru Eugene A. Cooper, Ivy Zoe Cooper, Loraine C. Cooper, Augusta Cooper and Ethel Cooper, administrator and administratrixes, Monrovia, Liberia ……..…Respondents

GROWING OUT OF THE CASE:

The heirs of Augustus W. Cooper represented, by and thru Eugene A. Cooper, Ivy Zoe Cooper, Loraine C. Cooper, Augusta Cooper and Ethel Cooper, administrator and administratrixes, Monrovia, Liberia …….Plaintiffs

Versus | ACTION OF EJECTMENT

Tarnue Foster and other occupants of the 1/8 acres of Land located at the corner of Carey and Randall Streets, of the City of Monrovia, Liberia ……..…….Defendants

Heard: June 23, 2025 Delivered: December 18, 2025

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE COURT

On March 25, 2011, the appellees who are heirs of Augustus W. Cooper filed an ejectment action in the Sixth Judicial Circuit of Montserrado County. The suit was brought through their administrators and administratrixes, Counsellor Eugene A. Cooper, Rev. Dr. Ivy Zoe Cooper, Loraine C. Cooper, Augusta Cooper, and Ethel Cooper, against Tarnue Foster and several other occupants for a one-eighth acre plot of land located on Randall and Carey Streets in Monrovia.

In their complaint, the appellees claimed ownership to lot #149, the property subject of this dispute, and alleged that the co-appellants, to include Tarnue Foster and Charif Pharmacy, entered and occupied the property without any legal right, placed tenants thereon, and subsequently began collecting rent. The appellees contend that the appellants' actions constituted a wrongful withholding of the subject property and therefore an infringement on their ownership rights.

The appellees alleged that they are the legitimate heirs to the occupied property, given that they are the children of the late Augustus W. Cooper and the grandchildren of the late James F. Cooper who in his Last Will and Testament willed to Augustus W. Cooper, his son, the disputed property for life, and to his children as remaindermen upon his death; that Augustus W. Cooper having died in 1974, his children, the appellees, automatically became the titled owners of the property consistent with the language of the Will of their grandfather, James F. Cooper.

The appellees claim that the appellants have without their consent or any legal right entered and are wrongfully occupying and conducting business on their property; that despite numerous written and verbal notices, the occupants have refused to leave and continue to wrongfully possess the property, thereby denying the appellees their right to access the property. The appellees attached a copy of the Last Will and Testament of their grandfather James F. Cooper to their complaint and requested the trial court to evict the named co-defendants and occupants from the property and place the appellees in possession thereof.

In response to appellees' complaint, co-appellant Charif Pharmacy Inc., filed an answer along with a motion for the trial court to join the Knowldens as party-defendants, noting that Charif Pharmacy, Inc. was only a tenant whose occupancy was based on the reliance of its landlords, the Knowldens, who had made representation to it that they were the lawful

owners in fee simple. Co-appellant Charif Pharmacy's motion, particularly seeking to join Kaiser Allen Knowlden and Roland E. A. Knowlden was granted with an order that the court precept be served on them. The records however show that the joined party defendants, Kaiser Allen Knowlden and Roland E. A. Knowlden failed to file their responsive pleading and were ruled to bare denial. The records subsequently show that on October 17, 2012, Sue H. Knowlden, represented by her attorney-in-fact, William T. Knowlden, filed a motion to intervene as a party defendant. She claimed that she is the legitimate owner of the property, subject of the dispute, having acquired it through an honorable purchase in 1975 from her father, Kaiser A. A. Knowlden, who had purchased it from the late Augustus W. Cooper on April 28, 1952, and obtained a warranty deed therefor. She stated that her father, Kaiser A. A. Knowlden, held title to the said property for approximately twenty-three (23) years before selling it to her; that she has been in possession of the property for thirty-seven (37) years and had it leased to co-appellants Tarnue Foster and Charif Pharmacy whose occupancy on said property was with her full consent; that the appellees' complaint which claims title to the property based on the Last Will and Testament of the late James F. Cooper, was untenable and lacked legal merit since the Will did not specifically named appellees as beneficiaries of the Will; and therefore the grantee (August W. Cooper) had every right to dispose of the property during his life time, precluding his heirs from claiming title under said Will.

Co-appellant Sue Knowlden further countered in her answer that assuming the appellees were particularly mentioned in the Will, Kaiser A. A. Knowlden who purchased the property in 1952, and she, appellant, who subsequently acquired title from Kaiser A. A. Knowlden were good faith purchasers whose title by virtue of honorable purchase, should not be disturbed; that she having occupied the property for more than twenty (20) years without any resistance from the appellees—and with her occupancy being opened, hostile, and known to the appellee, the appellees were barred by statute of limitations from instituting such a legal action to assert title and gain possession of the property.

In their reply to the co-appellant intervener's answer, appellees reiterated their previous position that contrary to the claim that they were not named in the Will, clause seven (7) of the Last Will and Testament of the late James F. Cooper clearly conveyed Lot #149 to their father, Augustus W. Cooper, for life and to his heirs forever upon his death. Appellees argued that because Augustus W. Cooper's interest in the property was for life, he was legally estopped from passing title to any alleged purchaser, including Mr. Kaiser A. A. Knowlden. The appellees further contend that even if Augustus W. Cooper had represented that he had title and the capacity to pass it on to others, it was Kaiser A. A. Knowlden's

responsibility, consistent with the common law principle that requires buyers to beware, to have investigated the claim by requesting a copy of the Will which was necessary to confirm whether August W. Cooper was willed the property in fee simple and could have sold the property.

The appellees countered further that Augustus W. Cooper having been issued an executor's deed in 1954, it was illogical or impossible for him to have sold the property to Kaiser A. A. Knowlden in 1952, as the property had not yet been conveyed to him at that time. The appellees refuted co-appellant intervener's claim of occupying the property for more than twenty-three years, as the property was unoccupied for many years and was only later occupied by squatters. Appellees accused the appellants of taking advantage of multiple factors, including the civil war, which had kept the appellees out of the country, and which appellants used to illegal enter and possess the property.

After the parties rested with pleadings and disposition of law issues, the trial court scheduled the case for trial on its merits having granted co-appellant Sue H. Knowlden motion to intervene as a party defendant.

At the trial, the appellees' first witness, Rev. Dr. Ivy Cooper, testified that she was the daughter of the late Augustus W. Cooper and the granddaughter of the late James F. Cooper; that her grandfather owned the disputed property and willed it to her father, Augustus W. Cooper; that she recalled while growing up that the property was occupied by several tailor shops, goldsmith shops, shoe repair shops, and other smaller businesses; that from 1956 to 1966, she would often accompany her father as he collected rent from the occupants. Further testifying, the witness said that she attended Booker Washington Institute and was later sent abroad to attend school, where she remained until her father's death on April 23, 1974; that her father having left several young children, the Probate Court appointed two of his siblings, the late D. Musuling Cooper and Counsellor Eugene A. Cooper to administer the property, and upon her return in 2011, she learned that the administrators had filed the ejectment action against the knowldens, and that Sue Knowlden and William Knowlden were laying claim to the property.

Dr. Cooper testified that contrary to the Knowldens' claim that their father Kaiser A. A. Knowlden bought the property from her father, Augustus W. Cooper in 1952, her father had initially refused his portion of the property when the Will was read in court in 1952; that it was only two years later, in 1954, with the intervention of President Tubman and President Tolbert, that he accepted his portion and was issued an Executrix Deed in compliance with the Will. She reiterated that the Will stipulated that the property was for her father's use

during his lifetime and that upon his death, it would go to his heirs, and where he did not have children, it would go to his two siblings, William Cooper and Edward Cooper and their heirs. Dr. Cooper emphasized that her father could not have sold the property in 1952 because he did not have title to the property until 1954; and that in any case, he could not have sold the property because the Will stated that it was not his to sell as same was to revert to his heirs upon his death.

The witness stated also that in the 1960's her father leased the property to the Shell Company, and the matter ended up in court where the Supreme Court gave a ruling evidencing her father's ownership of the property. Dr. Cooper concluded her testimony, stating that upon her father's death, his cousin, Kaiser A. A. Knowlden, a government-licensed surveyor at the time, lay claim to the property; that at the time, she and her siblings were still young and lacked knowledge of court proceedings; that because of the long years of the war, she and her siblings did not come in to pursue legal action, and the Knowldens have refused to allow them to enter their own property.

Elizabeth Cooper, the appellees' second witness, testified that she is the daughter of the late Augustus F. Cooper, who died on April 23, 1974, when she was 13 years old. She confirmed that the Will of her late grandfather, James F. Cooper, was read in 1952, and the deed to the property was given to her father by her grandmother, the executrix of the Will, in 1954. She recalled that while her father was alive, he would frequently collect rent from several squatters who had shops on the disputed property located at the corner of Randall and Carey Streets. She also confirmed that her father had leased the property to Shell in 1960's, but when President Tubman expressed that he did not want a gas station in the City, so her father leased the property to another person, and Shell subsequently sued him. The witness confirmed that upon her father's death, his older siblings, Counsellor Eugene Cooper and D. Musuling Cooper, became the executor and executrix of the property; that after the war, Counsellor Eugene Cooper took those squatting on the property to the magisterial court to be evicted, but he however fell ill and had to travel, leaving his sister, D. Musuling Cooper, to pursue the case; that at the court, they met Mr. William Knowlden, who claimed that their father Augustus Cooper had mortgaged the property to Kaiser A. A. Knowlden, and that when asked by the court to present the mortgage documents, he was unable to do so until her aunt D. Musuling Cooper, passed away.

The witness stated that she and her siblings resumed their legal action after their sister, Dr. Rev. Ivy Cooper, returned from the United States and found a woman named Fatima, identified as the girlfriend of one of Kaiser A. A. Knowlden's sons collecting rent from tenants on the land and that Tarnue Foster and Charif Pharmacy confirmed that they were

paying rent to Fatima. She concluded that she and her siblings have over the period being pursuing their court action to take possession of the property which is legally theirs.

The appellants, on the other hand, presented three principal witnesses: Benjamin Knowlden, William Knowlden, and Fatima Knowlden.

Benjamin Knowlden, the appellants' first witness and son of Mr. Kaiser A.A. Knowlden, took the stand and testified that the property at the corner of Carey and Randall Streets belonged to his father, who purchased it from Augustus W. Cooper in 1952; that after probation and registration of the deed, his father held possession of the property until his death in 1983, when the witness's brother, Winston Knowlden, and his uncle, Allen Knowlden, took charge and began leasing the property from the 1990s to the present to tenants to include co-appellants Tarnue Foster and Charif Pharmacy, and the property in question has remain part of his late father's estate to this date.

The appellant's second witness, William Knowlden, testified that he was told by his father, Kaiser A. A. Knowlden, and he saw records of a warranty deed to the effect, confirming that Augustus W. Cooper had contracted a loan from his father and mortgaged lot #149 to him; that the sale was predicated on the condition that if Augustus W. Cooper ever decided to sell the property, it would be sold exclusively to Kaiser A. A. Knowlden; that based on this agreement, Kaiser A.A. Knowlden moved to court and placed a caveat on lot #149; that his father was later informed by the court that Augustus W. Cooper was in the process of executing a transfer deed for the property to a person named, Dennis; that Kaiser A.A. Knowlden refunded Dennis's money, and thereby finalized a purchase of Lot #149 from Augustus W. Cooper and despite frequent claims to the property by the Dennis and Cooper families at different times, his father and the Knowlden family remained in possession of the property and operated several businesses there from 1952 to the present.

Witness William Knowlden in his testimony contends that the Knowlden possession of the property constitutes seventy (70) years of occupancy, which is well beyond the statutory period required to bring an action for ejectment to recover one's property. He concluded by stating that upon his father's death in 1983, his sister, Sue Knowlden, had been in possession of the property until the Cooper family again decided to claim it by going to court.

Appellant's third witness, Mrs. Fatima H. Knowlden, the daughter-in-law of Kaiser A. A. Knowlden and wife of Levi Knowlden, testified that she has been in contact with the Knowlden family since 1989; that she was aware that the property belongs to the Knowldens because her mother-in-law had a property across the street that she frequently

visited; that during these visits, she saw her husband accompany his mother to collect rent from tenants on several properties, including lot #149, in 1989 and 1990. She explained that due to the outbreak of the Liberian Civil War, they all fled the country; and that her brother-in-law, Ben Knowlden, took over the property until their return from exile after the war; that at that time, her sister-in-law, Jennifer Knowlden Roberts, took over and later gave the property to her in 1995, along with a copy of the deed. Mrs. Knowlden claimed that she also built additional stores on the property, placed tenants in them, and began collecting rent, which she said was evidenced by receipts in her possession.

Following the conclusion of testimonies and the court's marking of evidence from both parties, and upon the court's instruction to the jury, the trial jury deliberated and reached a verdict in favor of the appellees, holding the appellants liable to the appellees in the ejectment action. Thereafter, appellants filed a motion for a new trial, to which the appellees resisted. In the motion for new trial, appellants re-asserted claim to the disputed property, arguing, among others, that co-appellant Sue had acquired lot #149. in fee simple from her late father, Kaiser A. A. Knowlden, who earlier in 1952 purchased the said lot 149 from Augustus Cooper, and had since been in open possession of the property for more than twenty years; that the verdict of the jury was grossly against the weight of the evidence adduced at trial.

The trial judge, after hearing the motion and the appellees' resistance, denied the motion for new trial and entered a final judgment, confirming and affirming the jury's verdict. The final ruling of the lower court judge held the co-appellant Sue Knowlden and her tenants, Tarnue Foster and Charif Pharmacy, liable for the wrongful withholding and illegal occupancy of the appellees' property. The court ordered that a writ of possession be issued and placed in the hands of the sheriff with instruction to oust and evict the appellants from the property and place the appellees in possession thereof.

Following the lower court's ruling, the appellants appeal the judge's ruling and filed a nineteen-count bill of exceptions, citing several errors made by the court. The appellants contend that the appellees did not present sufficient proof of their title to the property; that according to Liberian law, plaintiffs in ejectment actions must recover on the strength of their own title, not on the weakness of their adversary's title; that the Will of James F. Cooper, which the appellees presented as evidence, was not an original copy therefore it was not the best evidence, and besides it did not specifically name the appellees in the Will as remaindermen after the death of August W. Cooper. Lastly, the appellants claim that since the administrators, Counsellor Eugene Cooper and D. Musuling Cooper did not initiate any action to recover the property until 2011, and the appellants exerted open and continuous

possession of the property for a period beyond the statutory time, the appellees' action was time barred.

Considering the contentions raised in the appellants bill of exceptions and this Court's review of the records, we find the following issues pertinent to the disposition of this case:

1. Whether under the Will Augustus W. Cooper could have sold Lot #149 as alleged by the appellants?
2. Whether under the facts and circumstances, the appellants' claim of adverse possession would lie?
3. Whether or not the weight of evidence adduced at trial supported the verdict of the trial jury and the trial judge's confirmation thereof was erroneous?

In addressing the first issue, that is, whether giving the language in the testators Will, Augustus W. Cooper could have sold lot # 149, the certified records show that though the appellants contend that the Will proffered by the appellees was not an original copy, the appellants did not show how their alleged grantor, Augustus W. Cooper acquired the property. Our Civil Procedure Law 1: 25.6.2 provides that a copy of a writing is not admissible as evidence unless it is a copy of some public record. The Will attached to the appellees' complaint was a certified copy from the Ministry of Foreign Affairs, dated October 8, 2004, under the signature of Abel Momulu Massalay, Minister of Foreign Affairs and the appellants did not bring any one to counter the authenticity of this certified copy of the Will of James Francis Cooper.

The co-appellant Sue Knowlden primarily argued that her father, Kaiser A. A. Knowlden, acquired the property through a legitimate purchase from the appellees' father, Augustus W. Cooper, in 1952; that the Knowlden family has been in continuous possession of said property for about seventy years without any objection, resistance, or interference and that co-appellant Sue Knowlden had subsequently purchased the property from her father Kaiser A. A. Knowlden in 1975, and has since leased it to various tenants, including co-appellants Tarnue Foster and Charif Pharmacy.

Conversely, the appellees countered these contentions of the appellants, arguing that their father, Augustus W. Cooper, having had only life interest in the property, did not have the legal capacity to sell the said property, as doing so would have served as a gross contravention of the Last Will and Testament of their grandfather, James F. Cooper who left them, the heirs of Augustus W. Cooper, as remaindermen of said property. Appellees have argued that the language of the Will, being clear on its face, should be held inviolable as it vested life title in their father specifically and granted the remainder interest to them as

grandchildren. Furthermore, the appellees assert that a sale of the property in 1952 would have been impossible because Augustus W. Cooper did not gain title until he was issued an Executor's Deed in 1954, and as such, he could not have sold a property in 1952 when he had not yet received title.

What we find common to both parties is their respective claim to the property which is traced to Augustus W. Cooper who was willed lot # 149, the property in contention by his father, Joseph F. Cooper, for life. The Court notes however that the point of divergence is with respect to the nature of the interest that Augustus Cooper held consistent with the Will of James F. Cooper. To that end, while appellants hold the conviction that Augustus W. Cooper could sell the property willed to him, the appellees hold the contrary view that August W. Cooper only had life interest in said property and after his death said property passed on to his children, the appellees as remaindermen; that their claim of ownership to the property after their father's death represents the true intent of the testator, James F. Cooper.

Given the vary interpretation of the parties to the Will, we restate below clause seven (7), the relevant provisions of the Will to determine whether Augustus W. Cooper could legally sell lot #149. Clause 7 reads:

> "7. To Augustus W. Cooper, my son, I give and devise Lot No.149, Monrovia (It is a half Lot) for his natural life. After his death I devise said lot to the heirs of the said Augustus W. Cooper, forever, but if there be a failure of the issue of his body, then I give and devise the said Lot No. 149 to Edward and William Cooper and their heirs forever."

The Lower Court Judge in his ruling stated that given the language and intent of clause 7 of the Last Will and Testament of the late James F. Cooper, it was impermissible for Augustus W. Cooper to have sold the disputed property to anyone including co-appellant Sue Knownden's father, Kaiser A. A. Knowlden. The trial court agreed with the appellees' argument that Augustus W. Cooper only had life interest in the property and did not own it in ways permissive of a fee simple transfer.

We agree with the lower court judge that as a life tenant of Lot #149 Mr. Augustus W. Cooper's occupation, possession and enjoyment of said property was only for the duration of his natural life as such he could not lawfully convey the property to any third party during his life time as such conveyance could defeat and cut off the interest of the remaindermen in the property contrary to the intent of the testator.

This Court in reference to the interpretation of Wills, has held that in the exposition of Wills, the first great rule to which all other rule must be subservient, is that the intention of the testator expressed in his or her Will prevails, provided that it is consistent with the rules of law on the said disposition. *Holder v Testate Estate of the late King Howard* Supreme Court Opinion (2014).

The appellants do not disagree with the Will as written, but argue that without the appellees being particularly named in the Will, it was permissible by law for Augustus to transfer the property in fee simple to another. We restate count three (3) of co-appellant Sue's argument from her intervenor's answer filed on October 17, 2012 verbatim, to wit:

> "That as to Count Two (2) of the complaint, intervenor says the averments contained therein are not sufficient to support the institution of this action; in that, under the law extant, the plaintiff in an ejectment suit can only recover upon the strength of his title. This means that the title upon which the plaintiff relies to file an ejectment suit must be freed of anything that has the propensity to render said title void of no legal effect. In the instant case, the plaintiffs are attempting to establish in themselves title to the subject property, by their reliance on the instrument purporting to be the Last Will and Testament of the late James Frances Cooper. From a careful perusal of said Will and Testament it will be observed that the plaintiffs in the instant case are not named beneficiaries of the Will. Under the law extant, a testator may leave property to his heirs and may in the same Will leave the same property to his grandchildren, heir of the devisee; however, they must be specifically named in the Will, void of which, the grantee has the every right to dispose of the property during his life time, and his heirs who may be born thereafter are precluded from claiming under said Will, where the devisee disposes of the property prior to his death[sic]."

Interestingly, the appellants have quoted no reliance that a testator who devises property to his heir for life, and request that the said property be passed on to the devisee's children as remaindermen, said grandchildren must specifically be named in the Will, void of which, the devisee has every right to dispose of the property while alive.

The construction of a Will should, in the absence of any expression of a contrary testamentary intention, must be controlled by the law in force at the time of the testator's death. Our practice in Liberia is based on the common law practice, and before the first Liberian Decedent Estates Laws (1956) was first codified, the governance of a Will was enveloped in common law principles well-established in Anglo-American jurisprudence.

The common law practice around the concept of remainderman, refers to people entitled to receive property or an interest in property at the end of a life estate. The remainder interest in an estate is either vested or contingent. It is deemed vested if it belongs to people who

are ascertained (identifiable and alive) as in the case where the testator named his brothers Edward and William Cooper as remaindermen in his Will in the case where Augustus Cooper had no heir, and is not subject to a condition precedent other than the natural termination of Augustus W. Cooper estate. On the other hand, a contingent remainder exists if one or both of the following is true: a) it is given to a person who is unascertained (unborn or unidentified), or it is subject to a condition precedent, as in the case of the appellees (73 Am. Jur. 2d Estates § 214 (1950); and 31 C.J.S. Estates § 71 (1953).

As stated, the appellants did not give a legal citation in support of their position that Augustus W. Cooper had the capacity to sell the property since his children, the remaindermen in James Cooper's Will were not particularly named in the Will, nor do we see a common law foundation for appellants' contention. However, our jurisprudence being based on precedents, in the case, *Roberts v. Howard et al.,* 2 LLR 226 (1916), this Court adopted a position that recognizes a critical attribute of a contingent remainder.

It acknowledged that contingent remainder is dependent upon an event which is dubious or uncertain and may never happen or be performed, or, not until after the determination of the particular estate. If however, the condition is one that must happen at some time to give effect at some period to the second estate, the remainder will always be regarded as vested.

This Court notes that the co-appellant's contention could not even suffice where the life tenant, Augustus W. Cooper, did not have heirs, as the Will named Edward and William Cooper and as contingent remaindermen where Augustus W Cooper failed to produced issues of his body. The mere fact that one estate under a Will is provided to take effect after the termination of an intervening one, does not have the effect to prevent both estates becoming vested at the moment of the decease of the testator, the one in possession, the other in prospect or remainder.

The language on the face of the Will is clear as it indicates that the testator did not will the property to Augustus W. Cooper in fee simple, that is, gave him a tenure where he could dispose of the property at will with no condition or limitation on his possession; that even if the appellants' assertion that the appellees were not named in the Will and so could not be considered as an heir, his brothers Edward and William Cooper were specifically named in the Will and had vested interest as remaindermen except that their remainder would have been vested if Augustus W. Cooper had no children.

This Court therefore says that where a sale of lot # 149, as alleged by the co-appellant Sue Knowlden, was done by Augustus W. Cooper, same was illegal and void *ab initio,*

particularly as it is a fundamental principle in this jurisdiction that a person whose interest in a property is only for life, he/she cannot pass title to another, as such a passage would defeat the interest of the remainder man in the property; *Nyonjay Bettie v. Enid Darby Bettie*, Supreme Court Opinion, March Term A.D (2018).

Relative to the second issue, does the evidence from the records supports the appellants claim of adverse possession? Under our law, a claim of adverse possession by the appellants is an affirmative defense that recognizes the ownership of the appellees but avers that the appellees as in this case failed and neglected to take any steps to protect their interest within twenty years as provided by the Civil Procedure Law 1:2.12 (2). A party that makes an allegation of adverse possession is charged with the responsibility to substantiate its claim by evidence as mere allegations do not constitute proof (Liberian Civil Procedure Law, Rev. Code 1: 25.1); George v. Republic of Liberia, 34 LLR 212 (1987).

The co-appellant Sue Knowlden alleges that her family had been in opened possession of the property for more than seventy (70) years, starting with the issuance of a warranty deed by Augustus W. Cooper in 1952 to her father; that the appellees' administrators, Counsellor Eugene Cooper and D. Musuling Cooper, were aware of her family occupancy and the subsequent placement of tenants on the property in 1990, and they failed to institute any action until 2011, therefore the appellees could now claim ownership to the property.

Conversely, the appellees' witnesses' testimonies dispute the appellants' claim. The appellees presented evidence that their father, Augustus W. Cooper, maintained possession of the property up until his death in 1974; that he had tenants and shop owners on the property and frequently visited to collect rent. The appellees even refer to the records of the Supreme Court where in 1960's their father was in possession of the property and had same leased to the Shell Company and because the government disallowed a gas station placed in said location of the city, a bridge of the agreement resulted which led to a dispute filed in the court; that the case went up to the Honorable Supreme Court, and was decided in 1969; that it was during the course of the civil war that the appellants took advantage of the absence of the appellee and began to exercising control over the disputed property; that the administrators of the Augustus Cooper's estate, Counsellor Eugene Cooper and D. Musuling Cooper even sought to have those on the property evicted upon their return in 2007 when they filed an action of summary proceeding in the magisterial court during which Benjamin Knowlden appeared to intervene on behalf of the appellants, stating that the property had been mortgaged to his father by Augustus W. Cooper, but when asked by the court to bring the mortgage agreement, he failed to do so.

Contrary to the appellants' claim, the records before us show no proof of their active presence, either directly or through tenants, until the 1990s. During the trial, the appellant's first witness, Benjamin Knowlden, in response to a question posed by a juror responded as follows:

Q. Mr. Witness; please state the year you started putting tenants on the property and started collecting rent from them?

A. In the 90's

The witness also in response to the trial court's question stated that the appellees began leasing the property to co-appellant Charif Pharmacy between the 1990s and early 2000 and it was around 2007 or 2008 that the appellees began to lay claim to the property.

Based on the testimony of appellants own witness and the records before us, this Court can safely conclude that the appellants took possession of the property in the 1990's, and began to place tenants on said property while the appellees were away because of the civil war; that as Benjamin Knowlden himself stated, the appellees took action to evict persons off the property upon their return to the country as early as 2007, less than twenty (20) years after 1990. Besides, the period between 1989 and 2003 was characterized by civil wars and other disturbances that caused thousands of Liberians to flee, leaving their properties. This Court has recognized the suspension of a claim to limitation on all actions during the war period, and in its Ruling during its March Term, A.D. 2010, the Court held in the case African Construction and financing, Corp. v. NASSCORP that the statute of limitation does not run against a party if that party is outside of the country especially due to the civil war. It would be unjust for this Court to hold that individuals with properties in the country should have stayed during the civil crisis to ensure that their properties were not encroached upon or illegally possessed.

This Court holds that there is sufficient evidence shown from the records that the appellees had continuously asserted right to the property before 1990, and after they fled the country due to the civil war, upon their return to the country, they took measures to establish possession of the disputed property.

With regards to whether the weight of evidence supported the trial jury's verdict and whether the trial judge's confirmation of that verdict was erroneous, this Court again refers to the evidence presented in the court's records. The appellants first witness Benjamin Knowlden testified that his father Kaiser A.A. Knowlden purchased the property in 1952 and his father was in possession of the property until 1983; appellants' second witness, William Knowlden, testified that Augustus Cooper contracted a loan from his father, Kaiser A. A. Knowlden and

gave the property to him as mortgage with a precondition that if Augustus Cooper ever decided to sell the property it would be exclusively sold to him; that based on a caveat placed in the probate court he was informed that Augustus Cooper was attempting to sell the property to one Mr. Dennis and his father came in and halted the sale and had the property deeded to him; that appellants' third witness, Fatima H. Knowlden testified that she was married to Levin Knowlden and was aware that the property belong to the Knowldens because in 1989 and 1990 she saw her husband accompanied his mother to collect rent from the tenants on the disputed property. In all the appellants testimonies, no mention was made about Kaiser A. A. Knowlden deeding the property to the appellant sue Knowlden; in fact, her brother, Benjamin Knowlden, testified that since their father, Kaiser A. A. Knowlden, purchase of the property in 1952, the disputed property has remained part of his intestate estate up to date. Further, the appellant alleged that the property was deeded to her father in 1952, and presented a deed dated in 1952, however, the appellees denied the appellant's claim countering that their father only took possession of the property in 1954 after a dispute that was had regarding the Will. The appellees in denying the appellant's claim, referred the trial court to a case handled by the Supreme Court in its March Term 1969, between their father, August W. Cooper and the Republic of Liberia, evidencing that Augustus Cooper was in possession of the property in 1969, seven (17) years after the appellant alleged that the property was transferred to her father, Kaiser A. A. Knowlden.

The facts in the case, Augustus Cooper v. Republic of Liberia (1969), reference the very same property, subject of this current litigation. This Court finds that August W. Cooper could not have been leasing the disputed property if he was not exercising possessory rights over said property.

The Court has consistently held that the jury are the triers of fact, and as such, it is their province to weigh the evidence presented at trial and render a verdict and unless the weight of evidence proves otherwise, the jury's verdict should not be disturbed; *Njoh et al. v. Intestate Estate of C. Harry Gbesi,* Supreme Court Opinion March Term, A.D.2023; *Korlubah and Korlubah v. Republic of Liberia, Supreme Court Opinion, March Term, A.D. 2020.*

Pursuant to the aforementioned legal principles, we do not believe that the jury's verdict ran contrary to the evidence and witnesses testimonies presented at trial, since legally Augustus W. Cooper could not have sold the property contrary to the intent of his father and as expressed in his father's Will, and also the appellants did not provide supporting and convincing evidence to establish that they were entitled to the property based on adverse possession.

WHEREFORE, AND IN VIEW OF THE FOREGOING, the final ruling of the trial judge is hereby affirmed, and the appellants are ordered ousted, ejected and evicted from the stated property, and the appellees placed therein. The Clerk of this Court is ordered to send a Mandate to the court below, commanding the Judge presiding therein to give effect to the Judgement emanating from this Opinion. Costs are ruled against appellants. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLORS C. ALEXANDER B. ZOE AND DENISE S. SOKAN APPEARED FOR APPELLANTS. COUNSELLORS LAVELA KOBOI JOHNSON, GBOGOMA D. JONES JR, SNONCIO E. NIGBA OF THE CENTURY LAW OFFICES APPEARED FOR APPELLEES.