

**ANSUMANA DUKULY**, Appellant, v. **MORRIS JACKSON**, Appellee.

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

Heard March 28, 1984. Decided May 10, 1984.

1. The Supreme Court cannot affirm a judgement based on a blank verdict which does not find for any of the parties.
2. Where a jury awards damages, it has to specifically state what portion of the amount represents special or general damages, or both.
3. A general verdict is one in which the jury finds in favor of one or more parties.
4. If the jury wishes to include extrinsic information in the verdict which was not written on the verdict form, then such information must at least be incorporated by reference.
5. An attorney has a duty to exert diligence and due care in handling the cases of clients and may be reprimanded by the Supreme Court for failure to do so.
6. A motion for a new trial should be granted where the jury returns a blank verdict, even where the aggrieved party moves the court for a new trial to decide the same issues.

The plaintiff/appellee brought an action of damages for wrong in the Civil Law Court for the Sixth Judicial Circuit, Montserrado County. The jury found for the plaintiff, but the written verdict presented to the court consisted of only the blank verdict form signed by the twelve jurors. There was no indication on the form as to whether or not the defendant had been found liable. Moreover, an award of \$20,000.00 in damages for the plaintiff was noted

on a separate sheet of paper and attached, unsigned, to the verdict form.

The defendant appealed the verdict on the grounds that the amount of \$20,000.00 supposedly awarded to the plaintiff was not couched in the signed verdict. The appellant further maintained that even if the award had formed part of the verdict, it would nevertheless be contentious since the jury had failed to specify whether the amount represented general or special damages as required by law.

The plaintiff/appellee filed motion to dismiss the appeal during the March 1982 Term of this Court, but the motion was denied. Hence, this appeal.

This Court had to determine whether the verdict returned by the jurors in the manner above described was sufficient to sustain the ruling of the lower court in favor of the plaintiff. After careful review and consideration, the Court determined that the verdict could not be sustained and, accordingly, reversed the decision of the lower court and remanded the case for a new trial.

Wade Appleton for plaintiff/appellee. John A. Dennis for defendant/appellant

MR. JUSTICE MORRIS delivered the opinion of the Court.

This action of damages for wrong emanates from the Civil Law Court for the Sixth Judicial Circuit where there were two trials held, the first in which a motion for new trial was granted and a new trial awarded, and the second, the new trial from which an appeal is now before us. During the March Term 1982 of this Court, plaintiff/appellee filed a motion to dismiss the appeal which was heard and denied.

The defendant/appellant has filed a four-count bill of exceptions, but we will consider the issues raised in count three (a) and (c) as the only pertinent issues to determine this case. We

therefore quote count three (a) and (c) verbatim:

"3. That the impartial empaneled jury brought in the verdict in favor of the plaintiff, awarding the sum of \$20,000.00 (Twenty Thousand) Dollars, to which defendant excepted and filed a motion for new trial, setting forth the following:

a. That the verdict that was supposed to have been signed by the empaneled petty jury did not include the sum of \$20,000.00 (Twenty Thousand) Dollars, instead same was written on a separate piece of paper 'amount awarded \$20,000.00 (Twenty Thousand) Dollars,' which was not signed by any of the jurors, but simply attached to the verdict form.

c. That as required by law, plaintiff having pleaded and prayed for both special and general damages, the verdict of the empaneled jury should have specifically named the quality of damages, that is to say, special or general, which was awarded."

The verdict under review is recited hereunder for the benefit of this opinion:

"VERDICT"

"WE THE PETTY JURORS TO WHOM THE CASE Morris Jackson of the City of Monrovia, Liberia, plaintiff, versus Asumana Dukuly also of the City of Monrovia, Liberia, defendant, was submitted after careful consideration of the evidence adduced at the trial of said case. We do unanimously agree that\_\_\_\_\_

IN THE ACTION OF DAMAGES FOR WRONG

- |                      |                              |
|----------------------|------------------------------|
| 1. Cecelia Weah(Sgd) | 2.Caroline Danie1 (Sgd)      |
| 3. Mary Weah "       | 4. Nathaniel Nyenfuh "       |
| 5. James Gray "      | 6. Famata Kamara             |
| 7. Morris Hill "     | 8. Amanda Washington         |
| 9. Tommy Henry "     | 10.Tom Nagbe                 |
| 11.Viola Tarweh "    | 12.Georgia Williams FOREMAN" |

We also quote count three of the appellee's brief wherein he traversed count three of the bill of exceptions just quoted above:

"3. Traversing count three (3) of the bill of exceptions, appellee respectfully contends that the said count is patently intended to annoy and distract anyone from the vicious behavior of the appellant herein first of all. Besides the two or three questions propounded to the appellee under cross-examination, all of the damaging evidence given by appellee's witnesses against the appellant on the stand were never questioned by the appellant under cross-examination. More than this, appellant did not give evidence in rebuttal to all of these allegations against him but, rather, at the close of appellee's evidence, he waived the production of evidence. How then can the appellant expect the court to do for him what he should have done for himself? Appellee contends therefore that the \$8,456.00 proved during the trial plus the \$11,544.00 given as general damages are reasonable and cannot constitute legal grounds for reversal of the judgment, since indeed the amount is far too small to even compensate the mental anguish sustained by the appellee and his family as herein described. Count three (3) should therefore be overruled."

Appellee has not denied the allegations contained in count three (a) and (c) of the appellant's bill of exceptions. These allegations therefore must be taken as being admitted by appellee, especially so when recourse to said verdict reveals that the jury returned a blank verdict which did not say whether the defendant is liable or not.

Appellee has not given us any reason why the blank verdict returned by the jury should be sustained or upheld, nor have we found any reference in the verdict signed by the empaneled jury to any other document or documents as being part of said verdict. In fact the verdict which is signed by all the jurors does not state whether the defendant is liable or not, nor does it award any damages, special or general. This now leads us to define a verdict:

"A verdict is the answer of a jury given to the court concerning the matters of fact committed to their trial and examination. It makes no precedent, and settles nothing but the immediate controversy to which it relates. It is the decision made by a jury and reported to the court, and as such it is an elemental entity which cannot be divided by a judge. A general verdict is that by which the jury pronounces generally on all the issues of one of the parties to an action. It is a finding by the jury in the terms of the issue or issues referred to them. The object of a general verdict is to respond to and decide the issues between the parties on the evidence adduced, and to declare the respective rights of the parties as involved in the issue with certainty, so that the judgment can be entered with like certainty, and the ministerial officers can carry it into execution, without determining additional facts..." 27 RCL § 2, at 834.

The verdict under review is in the form of a general verdict but it did not decide the issues between the parties and no effort was made by counsel for plaintiff/appellee to have the jury's verdict respond to and decide the issues referred to them. Hence, this Court cannot affirm a judgment based on a blank verdict which does not find for any of the parties. Our statute defines a general verdict as "the one in which the jury finds in favor of one or more parties." Civil Procedure Law, Rev. Code I: 22.11.

It is astonishing to note that a counsellor of this bar would conduct a trial and rely upon a blank verdict. The judge should have granted a new trial since the identical issues raised in count three (a) and (c) were raised in the motion for new trial.

We again repeat the stern warning which this Court has always given to counsellors of this bar, to exert diligence and be more careful in the handling of their clients' cases. Had the counsel for plaintiff/appellee been careful, this ugly situation would not have occurred, because he would have insisted that the jury makes its verdict clear and certain, since it represents their findings and decision on the issues of facts submitted to them. This case was carelessly handled by the plaintiff/appellee's counsel, for which we feel he should be

penalized. He is therefore fined in the sum of One Hundred Fifty (\$150.00) Dollars to be paid within forty-eight hours.

In view of all we have narrated and the laws cited, it is our holding that the judgment of the lower court is reversed and the case remanded for a new trial, commencing with the empaneling of a trial jury. Priority should be given to the trial of this case on the trial docket. And it is hereby so ordered.

*Judgment reversed; case remanded.*