Nicholas Fayad of the City of Monrovia, Liberia APPELLANTT VERSUS **Eli Hykal** of the Republic of Liberia, Represented by and thru his Attorney-In- -Fact, Victor G. Haikal, also of the City Of Monrovia, Liberia APPELLEE

APPEAL. JUDGMENT REVERSED

HEARD: April 21, 2008 DECIDED: June 27, 2008

MR. JUSTICE JA'NEH DELIVERED THE OPINION OF THE COURT.

Two issues are determinative of this case:

(1) Whether at the trial, appellant adduced sufficient evidence establishing that he was appellee's attorney-in-fact?; and also,

(2) Whether appellant proved rendition of services to the appellee for which he may recover in a debt action?

The history of this case reveals that on March 23, A.D. 2004, Appellant Nicholas Fayad, Plaintiff below, filed a Debt Action against the Appellee/Defendant Eli Hykal through its attorney-in-fact Victor Hykal, to recover the sum of US$49,471.98 (forty-nine thousand four hundred seventy-one United States Dollars and ninety—eight cents.

In an eight-count complaint filed at the Debt Court for Montserrado County, sitting in its March Term, A.D. 2004, the appellant alleged that he was appointed by the appellee as his (appellee's) attorney-in-fact through e-mail to manage appellee's properties in Monrovia; that he worked for the appellee in the capacity of attorney-in-fact from January A.D. 2001 to September A.D 2003, for a monthly salary of US$1,500.00 (one thousand five hundred United States Dollars); that as appellee's attorney-in-fact, appellant also paid the amount of US$9,971.98 (nine thousand nine hundred seventy-one United States dollars and ninetyeight cents) for security guard services on behalf of the appellee, said payment being based on a mutual understanding to be reimbursed by the appellee; that appellee's brother, the late Victor Hykal, earlier paid to the appellant the amount of US$10,000.00 (ten thousand United States Dollars) as part of appellee's financial obligations, thus summing the total amount owed appellant to US$49,471.98 (forty nine thousand four hundred seventy-one United States Dollars and ninety-eight cents), for which amount appellant has now sued in action to recover plus legal interest thereon.

On March 31, A.D. 2004, appellee filed a ten-count answer together with a three-count motion to dismiss appellant's complaint. Both the answer and the motion to dismiss substantially contended that Victor Hykal, through whom appellant sued, was separate and distinct from Eli Hykal, the appellee; that Victor Hykal, not being an attorney-in-fact of appellee, the Debt Court of Montserrado County, as such, had not acquired jurisdiction over the person of appellee Eli Hykal; that an email, upon which appellant relied, cannot be a substitute for a power of attorney; and that in the absence of a duly executed power of attorney by appellee Eli Hykal, appellant lacked the legal capacity to sue Eli Hykal on the claim that he was Hykal's attorney-in-fact.

On April 30, 2004, the Presiding Judge, His Honor John H. Mathies, heard and denied the motion. Because we agree with Judge Mathies' ruling, we here quote the relevant portion thereof as follows:

"Under our law, practice and procedure in this jurisdiction, anyone who holds himself to be agent of another person must first possess a power of attorney duly registered and probated. However, in the instant case the plaintiff brought his action in his Individual capacity and not as a representative of another person. Our Civil Procedure Law page 62, Section 5.11, provides "Every natural person shall have capacity to sue and be sued, except as otherwise provided in this subchapter..." 1LCLR page 62, Section 5.11, subsection 1.

The case file reveals that the plaintiff instituted his action as a natural person and not in his representative capacity. The argument of both counselors being sound in law and practice in this jurisdiction, this court takes the view that the plaintiff having brought his action in his own name and not as a representative of another, has the capacity to sue and be sued. The motion to dismiss for lack of capacity on the part of the plaintiff to sue is hereby denied and the motion dismissed. And it is hereby so ordered."

To this ruling, counsel for appellee excepted and fled with a six-count petition for a writ of certiorari to the Justice Presiding in Chambers, His Honor Francis S. Korkpor Sr.

The petition for remedial writ substantially averred that at the hearing of the motion to dismiss the debt action, petitioner/appellee had argued that appellant/plaintiff lacked the legal capacity to sue as appellant/plaintiff needed to clearly show as a matter of law the authority from the defendant/petitioner authorizing him to do certain acts on his behalf; that the appellant was also required by law to show that the compensation for those acts was mutually agreed upon and that he, the appellee, also

actually performed those acts; that in the absence of such authority from petitioner/appellee, appellant/plaintiff cannot recover on mere allegations; that the law is that anyone who holds himself to be the agent of another person, must first possess a power-of-attorney duly probated and registered according to law, exception being a Liberian National giving a power-of-attorney to another Liberian in Liberia; that the Debt Court having disregarded the law controlling and held otherwise, the appellee/petitioner was praying the Justice in Chambers to order the issuance of the alternative writ of certiorari for the purpose of correcting the erroneous ruling of said Debt Court Judge. The Justice in Chambers however refused to order the issuance of the writ as prayed for and instead ordered the case proceeded with. On resumption of the trial, the pleadings were ruled to trial.

At the trial, appellant and three other witnesses offered testimonies in support of the complaint. The witnesses told the court that they saw and were aware of the appellant managing the real estate properties of the appellee. Supporting instruments were also admitted into evidence.

When appellant rested with the production of evidence, appellee moved the court for judgment during trial, contending that the appellant failed to prove a case against the appellee.

Appellant resisted the said motion on grounds that he had satisfactorily established the existence of agency-ship by means of e-mails which were the means and mode of communications between the appellant and the appellee; that appellee also had not denied receiving more than USD10,000.00 (Ten Thousand United States Dollars) from the appellant through one of appellant's witnesses Mr. Tony Hage; and also, that appellant had not denied receiving more than USD63,000.00 (Sixty Three Thousand United States Dollars) directly from the appellant collected on his behalf by appellant in July 2001. Appellant further contended that it is not sufficient for the appellee to argue that the appellant did not have a power-of-attorney when in fact it is true that appellant did manage appellee's properties, and collected rentals from his Brother Victor G. Hykal and other tenants and remitted same to appellee himself. Appellant therefore prayed the court not to allow the appellee to repudiate and disavow his own act when after appellant had relied on same and had also acted and performed to the benefits of the appellee. Appellant impressed upon the court that the e-mails, now under attack by the appellee, constitute sufficient authority from the appellee and that it was upon the said e-mails, appellant had performed and appellee had benefited from [his] appellant's services.

However, by a ruling dated November 18, 2004, the court presided over by His Honor William B. Metzger, Sr., granted the motion for judgment during trial and dismissed the action of debt instituted by the appellant. Because of its relevance to the final outcome of this case, we hereby quote the material portion of Judge Metzger's ruling granting the motion for judgment during trial as follows:

1. "The cardinal amount of US$49,471.98.00 sued for in these proceedings has not been authenticated either by oral or documentary evidence nor by any or all his [plaintff's] witnesses who took the stand and testified."

2."The [alleged] collection of US$118,892.00 on behalf of Defendant and remittance of US$73,892.00 and the balance of US$45,000.00 used according to Plaintiff's testimony without disclosing how the balance US$45,000.00 was disbursed leaves us wondering."

3."The persistent rhetorical and vamoose presentation of Plaintiff's claims but never agile in culminating the same into a unified force to drive his points home leave room for speculation."

4."In every given situation like this, when one charges or makes a claim, the burden of proof squarely rests on him to prove beyond all reasonable doubt. This did not maintain in this case, for all the presentations both documentary and oral were not authenticated."

5. "Even the testimonies of his own countrymen [testified by way of corroboration] that they knew nothing about the transaction except [what] the Plaintiff told them. Witness Tony Hage [testifying for the plaintiff] wondered how the Plaintiff could have been collecting such huge amount [and] transmitting same and Defendant still owed him. All the testimonies were hear-say- [with] no iota of proof."

6. "In substance, all three of the witnesses produced by Plaintiff including Plaintiff himself did not mention any amount to corroborate with Plaintiff's complaint."

"After sober reflections over these crucial issues of concern as summarized above, it is our considered and candid opinion that the motion for judgment during trial as filed by counsel for defendant is meritorious and well founded in law and should be and the same is hereby granted....."

Appellant excepted to this ruling and announced an appeal to this Court on a thirteen-count bill of exceptions. Counts four (4), eleven (11) and twelve (12), being relevant to the issues at bar, are quoted as follows:

4."Appellant/Plaintiff says and avers that Your Honor committed serious error for which the ruling must be reversed, in that you held that the amount sued for in the complaint was not authenticated either by oral or documentary evidence, despite all the witnesses who testified and all the documents offered and admitted into evidence by the Court."

11. "Your Honor also committed reversible error when you ignored or overlooked Plaintiff's testimony that all the assignments given him by Defendant were by e-mail and all such assignments were indeed executed and performed by Plaintiff, which Defendant has not denied, refuted nor disclaimed, but rather has benefited from. For example, the interaction with C.R.S., N.P.A, the United States Embassy, tenants of various apartments, and the Ministry of Finance, Tax Division, as well as Plaintiff instituting legal actions in Court on behalf and for the benefit of Defendant. In the absence of Defendant's denial or refuting same, Your Honor erred by disregarding or ignoring all of the above and for this legal blunder, the ruling must be reversed."

12. "Your Honor further committed grave reversible error by ignoring or overlooking Plaintiff's contention that the entire relationship between Plaintiff and Defendant was based on e-mail and as such it was contrary to law, justice and equity that Defendant benefited from the services rendered by Plaintiff based on the e-mails and now seeks to disavow or repudiate his action by raising legal technicalities and defense when it is time to pay Plaintiff for said services. Your Honor committed reversible error by illegally aiding fraud, dishonesty, and unethical behavior and conduct...."

As strongly maintained both in its brief and during argument before the Honorable Supreme Court, counsel for appellee has strongly contended that appellant failed during the trial to provide any evidence of appellee's indebtedness to him; that appellant also miserably failed to establish proof of rendition of any services to the appellee; that as a matter of law, the e-mails attached to the appellant's complaint failed entirely to establish that he was attorney-in-fact of appellee authorized by law to act in appellee's behalf, and that an e-mail does not constitute power-of-attorney.

On the other hand, it was appellant's position that in the absence of appellee denying, refuting and disclaiming appellant's claim that he [appellee] issued instructions to appellant by e-mails and through telephone conversations to collect rents, manage, maintain and control appellee's properties in Liberia, a court of justice and equity is duty-bound not to allow the appellee to benefit from appellant's services and at the same time set up legal defenses to disavow or repudiate said act from which he, appellee, has benefited.

Addressing the first issue, whether appellant adduced factual and legal proofs during trial sufficient to establish that he was indeed appellee's attorney-in-fact, appellee's

position is that appellant failed to show any such proof. This Court disagrees. We hold that both the facts and laws controlling render appellant's argument totally unmeritorious.

Reverting to the certified records before this Court, we have observed that appellant sued in an Action of Debt contending in substance that he was appointed attorney-in-fact. Appellant has vehemently argued that appellee did issue a power-of-attorney by an e-mail in appellant's favor to administer the appellee's real estates in Liberia. Further, appellant has maintained and admitted that one of a number of e-mails, or electronic instruments, appellant relied on, dated December 5, 2000, established their relationship. Said electronic instrument states:

"DEAR NICHOLAS:
SORRY TO HEAR YOU ARE NOT COMING TO LEBANON AT THIS TIME OF THE YEAR. I, AM [ON MY WAY] TO THE USA IN THE NEXT FEW DAYS. I WILL CALL YOU FROM THE USA. IN THE MEAN TIME I WOULD LIKE FOR YOU TO VISIT MY BROTHER VICTOR AND OBTAIN FROM HIM THE LIST OF ALL THE TENANTS AND THEIR RENTAL AGREEMENTS. ALSO TELL HIM THAT YOU HAVE ACCEPTED THE OFFER TO COLLECT ALL THE RENTS AND DEPOSIT SAME IN MY ACCOUNT AT THE BANK. I NEED TO HEAR FROM YOU THE SOONEST POSSIBLE THAT YOU ARE WILLING TO HANDLE ALL MY BUSINESS IN LIBERIA, NOT ONLY THE RENT BUT ALSO SOME COMMERCIAL BUSINESS. I HAVE BEEN INFORMED THAT THE LIB/GOVT IS INTERESTED IN A FOREIGN COMPANY TO TAKE OVER THE WHOLE TELECOMMUNICATION DEPT. AND RUN SAME AS A PRIVATE COMPANY. MY GROUP IS INTERESTED AND SOON WE WILL HAVE A REPRESENTATIVE TO COME TO MONROVIA FOR FURTHER DISCUSSION. KEEP THIS INFORMATION CONFIDENTIAL AT PRESENT. WILL TALK TO YOU SOON. BEST REGARDS, EGH."

The above quoted e-mail, according to appellant, was followed by others including the one quoted immediately hereafter, dated December 29, 2000, transmitted by ELIHYKAL@aol.com . It reads:

"DEAR NICHOLAS
FOR THE LAST TWO WEEKS SINCE I ARRIVED (IN] THE USA I COULD NOT CALL LIBERIA. I WAS TOLD THAT THE PROBLEM IS AT YOUR END.

RECENTLY, I HAVE RECEIVED TWO OF YOUR E-MAILS. IN MY LAST E-MAIL FROM LEBANON, I INFORMED YOU NOT TO BRING UP THE CAPTAN PROBLEM. MYSELF I DO NOT WANT TO HEAR ABOUT IT. PLEASE DO NOT BRING UP THIS SUBJECT TO ME OR VICTOR. MY ADVICE TO YOU STAY AWAY FROM LAWYERS AND COURTS ALSO. DO NOT INTERFERE INTO OTHER PEOPLES' PROBLEMS. AT THE END, NO BODY WILL APPRECIATE YOUR HELP.

AS FOR THE POWER OF ATTORNEY TO ALLOW YOU TO COLLECT THE RENT FROM THE TENANTS, I AM PREPARING SAME AND WILL FAX IT TO YOU AS SOON AS WE HAVE TELEPHONE CONNECTION WITH LIBERIA.

THE MONEY COLLECTED HAVE TO GO TO MY BANK ACCOUNT IN TRADEVCO AND ALL EXPENSES WILL BE PAID BY ME THRU YOU I KNOW YOUR ABILITY HOW TO HANDLE PEOPLE AND I HAVE FULL CONFIDENCE IN YOU FOR YOU TO COLLECT MY RENT AND SUPERVISE THE MAINTENANCE OF THE PROPERTIES. I WILL PAY YOU A MONTHLY FEE. THIS I WILL DISCUSS WITH YOU ON THE TELEPHONE OR WHEN WE MEET IN BEIRUT. ASK VICTOR TO GIVE YOU A LIST OF ALL THE TENANTS AND THE RENT THEY ARE PAYING. ALSO INFORM VICTOR THAT I WILL SEND YOU THE POWER OF ATTORNEY AS SOON AS THE TELEPHONE SYSTEM STARTS WORKING. I WANT YOU TO CHECK WITH TRADEVCO ABOUT THE DOCUMENTS THAT YOU GAVE THEM SOMETIME AGO, AND FIND OUT IF YOU CAN START DEPOSITING MONEY IN MY ACCOUNT..." [emphasis supplied].

It is observed by this Court that the e-mail, just quoted, was also from the same address: ELIHYKAL@aol.com .

Also, one of the electronic instruments or e-mails appellant relied upon, simply dated January 2001, reads as follows:

"TO WHOM IT MAY CONCERN

MR. NICHOLAS FAYAD IS AUTHORIZED TO COLLECT ALL RENT ON BEHALF OF ELI G. HYKAL AND METCO AFRICA. PLEASE GIVE MR. FAYAD FULL COOPERATION. SIGNED: ELI G. HYKAL."

Further, by a letter dated April 9, 2001, addressed to Counsellor Frederick D. Cherue and signed by Mr. Victor G. Haikal, believed to be appellee's brother, the addressee CounselorAt-Law was informed that:

"Mr. Nicholas M. Fayad has been appointed by my brother Eli G. Haikal to supervise and manage all of his properties in Liberia. Kindly offer Mr. Fayad your fullest cooperation."

Also on April 30, 2001, Mr. Victor G. Haikal, appellee's sibling, wrote the Country Representative of the Catholic Relief Services, Ms. Debra Skene. In said letter, Mr Victor G. Haikal informed C.R.S. that he was no longer responsible for the management of the Metco Africa warehouses within the Freeport of Monrovia and therein also stated:

"Mr. Nicholas M. Farad has been appointed to coordinate with you" and further requested, in the same letter, that the appellant, Mr. Fayad, be offered the fullest cooperation of Catholic Relieve Services in the discharge of his assignment. From these details, clearly appellant and appellee in these proceedings intended to, and did enter into a contract where the appellant would render services to the appellee in expectation of compensation. The various instruments herein quoted support this conclusion. Further, there is incontrovertible evidence to show that appellant performed services on behalf of the appellee in the capacity of appellee's attorney-in-fact. It is also shown that from the services performed by appellant, appellee clearly benefited.

Also during the trial, appellant testified that a few weeks prior to the institution of this debt action, he [appellant] was involved in a law suit at the Civil Law Court representing the appellee as his attorney-in-fact. Appellant then referred the court to the case, **METCO AFRICA,** which was instituted by and Thru Nicholas M. Fayad, attorney-in-fact for Eli Hykal versus The Management of the National Port Authority. In that case, appellant caused the issuance of a writ of summons on behalf of the appellee. This Court notes, upon review, that all the citations in the referenced cause of action were issued in appellant's name as appellee's attorney-in-fact. Appellant therefore wondered how he could not have been in charge of appellee's properties as his attorney-in-fact, yet would pursue protection of appellee's legal interest in a court of law. Additionally, appellant's witnesses in chief gave testimonies and corroborated the fact that the appellant, Mr. Nicholas Fayad, did manage the properties of the appellee although they did not know the arrangements concluded between the parties.

One of appellant's subpoenal witnesses, H. H. Jawhary, testified in the following words:

"Yes, I know Mr. Nicholas Fayad and Mr. Eli Hykal. Mr. Nicholas was working with Eli Hykal during the time we used to go for stationeries from the store on Broad Street and from that time, he has been working with Mr. Eli Hykal and his brother. Two or three years, I asked Mr. Nicholas if he could work with me in the hotel [which I run and] he said "no, I am still working with Mr. Hykal and I am making US$1,500.00 per month. If you can pay me more than that, then I will take the job."

The witness also told the court that although he and Mr. Fayad, the appellant, were not on the best of terms, yet he had to say the truth.

Appellant's other subpoenal witness, Joseph Yunis, testifying also told the court:

"Between 1998 and 2003, I was residing in Palm Hotel and around the end of 2000 and [the beginning of] 2001, Mr. Fayad went to Lebanon and returned back, and moved to a building owned by Mr. Eli Hykal opposite Palm Hotel... He [Nicholas Fayad] told me that Mr. Eli Hykal had charged him to take care of his business in Liberia consisting of some buildings and one warehouse at the Freeport of Monrovia and that he (Nicholas) had asked to be paid a compensation of US1,500.00 per month. I know that in 2001 and 2002 Mr. Fayad and Mr. Eli Hykal were almost in weekly contacts if not to say in daily contacts by e-mails and telephone concerning rents, expenses to fix the deteriorating building and even when the warehouse was taken away, Mr. Fayad was mad because he said he will be losing his 10 percent from the income of that warehouse. And for many reasons between the two persons two to three times and maybe more, Mr. Fayad had sent email to Mr. Eli Hykal resigning from his job. It came to a point that I told him that you don't have to do that because what ever it is, you are working and you need money for your survival.... I even told him when I go to Lebanon, I will meet Mr. Eli Hykal and try to explain to him many issues that he may be not in knowledge of. So, when I went [to] Lebanon, Mr. Hykal was in America. When he came back, I was sick so when I saw him, [Eli Hykal] he told me that he has taken the job from Mr. Fayad and I asked him why, [and] he said the money I received from him was not enough according to what I want. I told him, he should know that the rent in 2000 and 2002 was not sometime 25 percent of the rent of the same building before 1999 when he was here [in Liberia] and that because of the war situation, the houses needed a lot of money to be repaired and to accommodate new tenants and that even the small rent when...paid by tenants, it was paid over a certain period of time, sometime 20 or 50 dollars because of the economic situation in the country. I told him [Mr. Eli Hykal] I do not know the balance of account between them; they will have to meet and check documents because I am not an accountant and I never entered into detail of account; but my concern

was to keep good relationship between Plaintiff and Defendant. Even I told him and at the time I told Fayad [also] when I came back that I was almost sure the two gentlemen will meet to settle their differences. Mr. Eli Hykal will be coming with me to Liberia upon my return here even one day before I left, he said he will be coming here but he never came. I tried with his brother to contact him for us to make amicable settlement and I learn that Mr. Victor had offered before I came to Liberia a ticket and US1,000.00 to Mr. Fayad to go to Lebanon but Mr. Fayad refused and I asked Mr. Hykal if they could increase the amount to US4,000 to convince Mr. Fayad to go there so he can see his family. I was not successful; even Mr. Victor was trying to make full cooperation as he was not the person involved, [but] he could not take the decision. I appealed to the both of them several additional time but to no avail until the time I [was told] that the matter had reached to Court."

Maintaining a position of general denial, none of these testimonies was ever refuted by the appellant. But on the issue of appellant rendering services to appellee, this Court takes cognizance of its own records, a practice consistent with practice and procedure in this jurisdiction.

Examining our own records, this Court has clearly observed that during the October 2007 Term of the Supreme Court, a motion to dismiss an appeal, was decided on January 11, 2008, in favor of the herein appellee Eli Hykal. This Court also notes that the stringent denial of appellee's counsel notwithstanding, the appellee, Eli Hykal, was represented by Appellant Nicholas Fayad, as appellee's attorney-in-fact. The case in reference as determined by this Court was captioned: **"METCO Africa Ltd., by and thru its General Manager, Eli Hykal by and thru its Attorney-In-Fact, Nicholas Fayad MOVANT versus The National Port Authority (N.P.A) by and thru its Managing Director, Assistant Managing Directors and all those acting under his control....RESPONDENT**. The appellant, Nicholas Fayad represented the appellee Eli Hykal in said case as his attorney-in-fact and won same both at the Civil Law Court and at the Supreme Court. To the mind of this Court, this is a clear showing of rendition of services by the appellant, Nicholas Fayad, to the appellee, Eli Hykal and to appellee's benefits. These facts are undeniable.

In the face of such compelling evidence showing performance of services by the appellant as a matter of court's record, as well as the testimonies of witnesses testifying to appellant's services to include management, repairs, and maintenance of appellee's various buildings, for a period of approximately three years in favor of appellee, which, put together, stand un-refuted, this Court holds that it was glaringly a reversible error for the Judge to have granted appellee's Motion for judgment during trial. In Andrea Merzario s.a.r.l. v. Kama!, 34 LLR 316,331-332 (1987), this Court held:-

"As a general rule, whatever competent evidence has a tendency to prove an agency is admissible, even though such evidence may not be full and satisfactory; an agency, like any other condition or fact, may be established by circumstantial evidence. In other words, the fact of agency does not require proof of formal appointment to establish it, since it may be inferred from other facts, the conduct and statements of parties, and relevant circumstances."

Also in **KARMO VS. YENGBIE,** 13 LLR 84, 86 (1957), Mr. Chief Justice Shannon, speaking for this Court, defined contract as:

" an agreement entered into by the assent of two or more minds, by which one party undertakes to give some valuable thing, or to do or omit some act in consideration that the other party shall give or has given, some valuable thing, or shall do, or omit, or has done, or omitted, some act."

Even the issue of e-mail as an electronic instrument being a legal ground to dismiss appellant's case, as strongly argued with forensic eloquence by appellee's counsel, same is totally unsupported by the law applicable in this jurisdiction. Section 13.12 on electronic agents provides:-

"A contract or other record relating to a transaction or other matter may not be denied legal effect, validity or enforceability solely because its formation, creation, or delivery involved the action of one or more electronic agents so long as the action of any such electronic agent is legally attributable to the person to be bound." Emphasis supplied.

See: AN ACT AMENDING THE GENERAL BUSINESS LAW, TITLE 14 OF THE LIBERIAN CODE OF LAWS REVISED, BY ADDING THERETO CHAPTER 13 TO FACILITATE THE USE OF ELECTRONIC TRANSACTIONS FOR COMMERCIAL AND OTHER PURPOSES, AND TO PROVIDE FOR MATTERS ARISING FROM AND RELATED TO SUCH USE, PUBLISHED JUNE 19, 2002.

On admissibility of electronic records, Section 13.13 of the Act above referenced also provides:-

"Without prejudice to any rules of evidence, an electronic record shall not be denied admissibility in evidence in any legal proceeding on the sole ground that it is an electronic record."
While it is a requirement in this jurisdiction that precedent to a person holding himself out as the agent or attorney-in-fact of another, said party should have received a power-of-attorney and same should have been probated and registered,

this Court holds that the email in the instant case, is admissible in so far as providing evidence of appellant appointing appellee as his attorney-in-fact. The e-mail is also admissible to the extent of demonstrating that the herein appellee specifically sought to confer authority on the appellant to perform those services already detailed in this Opinion. Consistent with the principle of law in Francis Versus Liberian French Timber Corp., 22LLR 168,173 (1973), we hold that as between the appellant and appellee, the appellant, Nicholas Fayad, was an attorney-in-fact of the appellee, Eli Hykal.

On the final issue whether appellant proved rendition of services to the appellee under the circumstances of this case, for which he may recover in a debt action, we once again travel to the records.

Clearly from what has already been catalogued in this Opinion, the appellee substantially benefited from services rendered by the appellant. These services included managing appellant's properties and instituting legal action on appellee's behalf. The appellee having benefited from said services, even in the absence of a clearly stated and agreed figure for compensation, the law will impose a reasonable compensation under the doctrine of ***quantum meruit,*** to compensate for services rendered. This doctrine is based on the concept that no one who benefits by the labor of another should be unjustly enriched. This doctrine is relevant to the determination of the dispute on compensation, since there is no showing of a clearly stated figure agreed upon by the parties. While the appellant insists on US$1,500.00 as the monthly salary agreed upon by the parties, the appellee, on the other hand, is in complete denial of rendition by appellant of any services to him, the appellee, let alone existence of any agreement between the parties to pay for such services. But this Court having found that the appellant clearly provided services to the benefit of the appellee, we shall now proceed, under this doctrine, to determine a fair, just and equitable compensation for the services rendered by the appellant.

We must state here that application by courts of the doctrine of *quantum meruit* has a long history. The case**: Colson versus Shuler, et. al, 203 Iowa 518, 210 N.W. 453,** decided by the Supreme Court of Iowa as far back as 1928, is a case in point.

In the Colson case, which came twice on appeal before the Iowa Supreme Court, the plaintiff sued to recover compensation for services rendered to the defendant substantially based upon the doctrine of *quantum meruit.*

In his action, the plaintiff alleged essentially that the defendant orally employed him to secure coal leases in Iowa; that said employment was entered upon by plaintiff and that the plaintiff secured for the defendant thousands of acres of such leases during a specific period of engagement; that the defendants promised they would pay liberally for the plaintiff's services; that defendants having benefited from plaintiffs services by prospecting and thereby found workable coal under thousands of acres, he [plaintiff] was entitled to reasonable value of his services so performed.

As in the instant case, the defendants in the Colson case answered by general denial.

But in disposing of this controversy, the Supreme Court of Iowa affirmed the judgment of the trial court finding reasonable compensation for the plaintiff.

The said case is summarized in the Iowa Opinion as follows:

"....lt is the claim of appellants that the contract relied by appellee was void for uncertainty. It is true that in one or more places in his testimony appellee says there was nothing said about pay, except that appellants would "pay in a big way." In other places in his testimony however, he puts it squarely that appellants "agreed to pay him." The court instructs the jury, under this situation, that, if appellee is entitled to recover, he is entitled to a reasonable compensation for his services, but appellants urged that, by use of the term "pay in a big way," the contract was uncertain and void for that reason. They vigorously discuss the question supporting their contention with numerous authorities."

The Supreme Court of Iowa then held:

"The argument made, however, does not quite fit the situation in the case. This is not a suit on executory contract. The services were completely performed before suit was commended; hence, so far as appellee is concerned, the contract was executed. Generally speaking, the line of the law is against the destruction of a contract for uncertainty, but, be that as it may, we have been unable to find any case holding that, after the services are completed, compensation therefore may be denied because the contract is indefinite or uncertain. The law seems to be the other way." Ibid (203 Iowa 518, 210 N.W. 453).

This Court adopts this principle and will therefore interpret liberally this sort of quasi-contractual relationship, as before us, to provide a just recovery. We therefore hold that appellant, Nicholas Fayad, having unarguably performed services to the benefit of appellee, Eli Hykal, is entitled to just compensation under the doctrine of Quantum Meruit.

We also hold that the trial judge committed reversible error when he granted appellee's motion for judgment during trial.

But be as it may, and as held in a long line of decisions of this Court, the Supreme Court has the authority to render whatever judgment the trial court should have rendered in any case coming before it. See Townsend versus Townsend 11 LLR 52, 60 (1951) Lamco J.V. Operating Company versus Rogers and Wesseh 29 LLR 259, 267 (1981).

WHEREFORE AND IN VIEW OF ALL THE FACTS, CIRCUMSTANCES AND THE APPLICABLE LAWS CITED HEREIN ABOVE, the judgment of the court below is hereby reversed.

This Court therefore holds in the manner as follows:

1. That appellant having adduced compelling evidence establishing that he performed services as attorney-in-fact to the benefits of the appellee, appellant is entitled to reasonable compensation;

2. That under the doctrine of *quantum meruit,* this Court holds that US$1,000.00 monthly remuneration for thirty three (33) months (from Jan. 2001 to September 2003) representing the period of appellant's services to the appellee, is fair, reasonable and equitable compensation to which appellant is entitled;

3. That the appellee is also entitled to the annual statutory interest of six percent (6%) on the total sum as of 2003, when the amount was due, to the date of rendition of this judgment.

THE CLERK OF THIS COURT is hereby ordered to send a mandate to the court below ordering the judge presiding therein to resume jurisdiction and enforce this judgment. Costs are ruled against the appellee. And it is so ordered.