

ELIAS D. McGILL et al., Informants, *v.* **THE MAGISTERIAL COURT, Monrovia City Corporation**, and **ALFRED YEAGON**, Respondents.

INFORMATION PROCEEDINGS.

Heard: October 10, 1979. Decided: December 20, 1979.

1. Unlike that of the justice of the peace, the territorial jurisdiction of a stipendiary magistrate court is delimited in narrower confines outside which he cannot legally function.
2. A magistrate has no jurisdiction over property outside of his magisterial area, but where there is no magistrate the in location where the property is situated, the case shall be tried by the magistrate nearest the location of the property.
3. Two persons acting alone, independent of the many other owners, cannot legally transfer title in any portion of the land owned by them as tenants in common.
4. A writ of summons is required to state, among other things, the names of the parties to the suit and their addresses and to state the time within which the defendant is required to appear. Failing these, the parties have not been properly summoned and a default judgment based on such defective writ of summons is void.
5. Land grant from the Republic of Liberia to the tribal chief and elders and their heirs forever is owned by all the members of the tribe so described as tenants in common and cannot be alienated through sale without the consent of the Government.
6. Summary proceedings to recover real property in cancellation proceedings are not ordinarily cognate action; but when both actions cover the same property and have the same parties, a final judgment in one may determine the other. So when one of such actions is pending before the Supreme Court on notice to all parties, he who proceeds with the disposition of the other case in a trial court is guilty of contempt.
7. A party who procures the writ for the enforcement of a void judgment is liable for damages sustained as a consequence of the enforcement of such void judgment.
8. A party injured by the enforcement of a void judgment in ejectment has the responsibility to mitigate damages by securing those properties, which under the circumstances, could be secured.

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The Magisterial Court at the Temple of Justice, Monrovia, issued a writ of summons in an action of summary ejection, which was served on co-informant Elias D. McGill to have him and other tenants ousted and evicted from property situated in Gewron Town, Mount Barclay, the Settlement of Johnsonville, the same being a portion of 200 acres of land granted to the late Chief Darwori for the inhabitants of the said Gewron Town as tenants-in-common forever pursuant to a 1905 Aborigine Grant Deed executed by the Republic of Liberia. The plaintiff in the lower court claimed that he had purchased five (5) acres of the 200 acres from some members of the tribe. The writ neither named an hour for the appearance of the defendant nor was any subsequent notice of assignment served on him; however, judgment by default was entered for plaintiff. To remedy this irregularity, informant filed a petition in summary proceeding against the trial magistrate in the Sixth Judicial Circuit for Montserrado County during its March Term, A. D. 1979. In the petition for summary proceedings, notice was given to both the trial court and respondents of the pendency of a cancellation suit in that court between the same parties to the summary ejection case, and relating to the same subject matter. Yet, a ruling dismissing the summary proceedings was rendered by the trial judge. The petitioner filed a bill of information before the Supreme Court and while this information was pending, the magistrate proceeded to enforce his judgment, based on the insistence of the plaintiff. The judgment of the magistrate, which was affirmed by the circuit court, was reversed and co-respondent/plaintiff was adjudged *guilty* of contempt.

McDonald J. Krakue appeared for informants. *Stephen B. Dunbar, Sr.* appeared for respondents.

MR. JUSTICE TULAY delivered the opinion of the Court.

On the 19th of February, 1979, a writ of summons was issued by the Magistrate Court of Monrovia and served on Elias D. McGill, informant herein, and others to appear before the issuing court on the 20th of the same month and answer in an action of summary ejection. What appears peculiar about this writ is that it did not give the place of residence of the parties and, although the informant and others were ordered by the writ to appear before court on the 20th of February, the writ named no hour at which to appear.

We have no records of the trial, the court being a court of no record, but it is clear that the principal informant herein, as defendant before the magisterial court, was denied

judgment as evidenced by his petition in the summary proceedings filed against the trial magistrate before His Honour Jesse Banks, Jr., then presiding over the Sixth Judicial Circuit Court for Montserrado County for the March Term 1979. The filing date of the petition is March 21, 1979. As this petition plays a pertinent role in the determination of this case we incorporate it hereunder - leaving the caption out, as follows:

“PETITIONER’S PETITION:

AND NOW COMES BEFORE THIS Honourable Court E. D. McGill of Mount Barclay, Johnsonville, Montserrado County, Liberia, Petitioner, in the above entitled cause and most respectfully showeth unto Your Honour the following legal and factual reasons, to wit:

1. That on the 19th day of February, A.D. 1979, the respondent magistrate issued out of his court a writ of summons against petitioner in summary ejectment to appear before him on the 20th day of February, A. D. 1979, without stating therein at what hour of the day petitioner should appear. Petitioner requests this Honourable Court to take judicial notice of photocopy of the writ of summons proffered herein and marked exhibit ‘I’ to form a cogent part of this petition.

2. That notwithstanding this fact, petitioner neither received any written assignment, nor did he know or hear any thing about the hearing of the case until, to petitioner’s greatest surprise and disgust, petitioner received a writ of execution, which was executed and he was forcibly ousted from his premises on the 28th day of February, A. D. 1979. Petitioner’s premises were locked up by court officers sent to menace petitioner upon orders of the respondent magistrate, contrary to law.

3. Petitioner further complaining of and against the respondent magistrate says that prior to the illegal judgment by default entered against him, petitioner had already filed before this Honourable Court on the 2nd day of March, A. D. 1979, as one of tenants-in-common to the subject property, as well as one of surviving heirs of the late Chief Dawori of Gesoon Town of the Settlement of Johnsonville, cancellation proceedings against one Alfred Yeagon, the plaintiff before the magistrate court. The information about the filing of these cancellation proceedings was intimated to Magistrate Tecquah by one of the counsels for petitioner, but the respondent magistrate paid no heed. Petitioner hereby gives notice to this Honourable Court that at the trial he will produce evidence to substantiate this fact, and better still, requests this Honourable Court to take judicial notice of its own records.

WHEREFORE and in view of the foregoing, petitioner requests Your Honour to

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send a stay order to the respondent magistrate and that he be made to file returns on a day to be named by this Honourable Court to show cause, if any, why petitioner's petition should not be granted for committing reversible errors and irregularities to be corrected and to grant unto petitioner such further and other relief as the ends of justice demands.

Respectfully submitted

E. D. McGill of Mount Barclay
Johnsonville, Montserrado County,
Liberia, Petitioner, by and through
his counsel:"

Respondents, Yeagon and the magistrate court of Monrovia, must have filed their returns, but it formed no part of the records certified to this court, and nothing developed up to and including September 3, 1979. On September 4, His Honour Johnnie N. Lewis, then holding and presiding over the Sixth Judicial Circuit Court for the June 1979 Term, called the case for the court's ruling in the absence of petitioner. We have no showing that a notice of assignment was served on the petitioner and returns made thereto.

Despite the facts portrayed in the petition hereinabove, the learned judge ruled as given below:

“THE CASE: E. D. MCGILL, PETITIONER, VERSUS G. C. N. TECQUAH, RESPONDENT, SUMMARY PROCEEDINGS, GROWING OUT OF THE CASE ALFRED YEAGEON, ET AL., PLAINTIFFS, VERSUS E. D. MCGILL, DEFENDANT: ACTION OF SUMMARY EJECTMENT, CALLED FOR COURT'S RULING.

REPRESENTATION: The respondents are represented by Counsellor Stephen B. Dunbar, Sr.

THE COURT: Having gone over the petition and the returns as filed, the court finds that the procedure adopted by the respondent magistrate was in keeping with the law applicable. The court, therefore, hereby dismisses the petition, and orders the clerk of this court to inform the respondent magistrate to resume jurisdiction and to enforce his judgment out of which these proceedings grew. So ordered. Counsellor S. Edward Carlor will take the ruling for the petitioner. SO ORDERED.

Given under my hand and Seal in
Court, this 4th day of September,
A. D. 1979.

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Johnnie N. Lewis
JUDGE PRESIDING.”

It is the execution of the orders by this ruling sent to the trial magistrate which led to the filing of the information now under review.

“THE INFORMATION

AND NOW COMES before this Honourable Court Elias D. McGill, informant, in the above entitled cause and most respectfully showeth unto Your Honour, as follows, to wit:

1. That as far back as the year 1905, Aborigine Grant Deed was executed by the Republic of Liberia to the late Chief Darwori of the town of Gewron for its inhabitants of Johnsonville, Montserrado County, Republic of Liberia, comprising of 200 acres of land around each town for agricultural purposes and for the exclusive benefit of their heirs, as tenants-in-common forever, as will more fully appear from photo copy of said deed, herein made profert, marked exhibit ‘A’ to form cogent part of this information. Informant is one of the surviving heirs and elders.

2. That as trustees for the tribe they are prohibited from passing title in fee to any person or persons except with approval and consent of the Government of Liberia, but that notwithstanding this fact, quite recently it came to their knowledge that co-respondent Alfred Yeagon had clandestinely procured and surreptitiously carved out five (5) acres of the said 200 acres of communal holdings entrusted to their care and formulated a purported warranty deed in his favour through deceit and fraud by forging the names of Money Sweet, Jo-Where and one John Madison to this instrument, which these Elders knew nothing about. These facts were brought to light when co-respondent Yeagon instituted summary ejection against informant on the 19th day of February, A. D. 1979. The writ for the summary ejection, as well as the warranty deed are herein profert and marked exhibits "B" and "C". Informant in turn immediately instituted cancellation proceedings in the Civil Law Court for the Sixth Judicial Circuit Court, Montserrado County, against co-respondent Yeagon, which case is now pending on appeal to the Honourable Supreme Court of Liberia at its October Term ensuing, as per photocopy of the attached notice of the completion of the appeal herein made profert and marked exhibit ‘D.’

3. That because of an illegal judgment by default rendered against informant on the 19th day of February, A. D. 1979, he fled to the chambers of Judge Banks, presiding over the March Term, A. D. 1979, of the Civil Law Court, filed summary proceedings

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against Stipendiary Magistrate G. C. N. Tecquah and this took the case out of the jurisdiction of Magistrate Tecquah's Court. Quite surprisingly, the magisterial court assumed jurisdiction over the same subject matter and person and ordered the issuance of a writ of execution and a writ of possession against informants, which illegal acts of the respondent has caused much damage to innocent parties, one of which is one LNG Officer Captain Amos J. Swee whose personal effects were ruthlessly thrown into the open weather during the night of Friday the 21st instant under heavy rains. The loss sustained is in the amount of \$7,576.77 as per attached photocopy of itemized list of personal effects attached to this information and marked exhibit 'E' to form part thereof.

4. Informant says further that the respondents acted beyond the limits of the territorial jurisdiction of the Magisterial Court, Commonwealth District of Monrovia. That is to say, informant and Co-respondent Alfred Yeagon live in the Settlement of Johnsonville, and so either the magisterial court of Careysburg or that of Paynesward would have been proper to have instituted such an action against a party, as territorial jurisdiction is given by law and cannot be conferred by consent of the parties. Hence, the writ of execution and the writ of possession issued out of the magistrate court, City Corporation of Monrovia, on the 20th day of September, A. D. 1979, is illegal as said issuing court had no jurisdiction over the subject matter and person of informants. Informant asks this Honourable Court to take judicial notice of the writs of execution and possession, photocopies of which are hereto attached and marked exhibits 'F' & 'G,' respectively, to form part of this information.

WHEREFORE, informant prays that the respondents be cited to appear before this Honourable Court to show cause, if indeed they can, why they should not be attached in contempt of court for interfering with a case the subject-matter of which is now pending before the Honourable Supreme Court on appeal, especially where the magisterial court at which summary ejection was instituted lacked territorial jurisdiction over the subject matter and person of the informant. Informant also prays that Your Honour will grant unto informant such other and further relief as unto Your Honour seems just.

Respectfully submitted

Elias D. McGill of Mount Barclay,
Johnsonville, Montserrado County,

By and thru his Counsels:

THE COLE & KRAKUE LAW FIRM:"

To this information respondents tendered a nine-count returns, which we group as follows:

- (a) In counts one, two, three and four respondents sought to extricate themselves from liability in information for contempt before this Court as they had not disobeyed any order of this Court touching the summary ejectment suit below;
- (b) In count six, respondents claimed that the execution of the title deed, on the strength of which the summary ejectment suit was instituted, was not tainted with frauds;
- (c) In counts seven and eight, respondents submitted that in the execution of the court's order and the enforcement of its judgment the co-respondent magistrate acted within the scope of his authority as he had jurisdiction over the tract of land in Johnsonville, the subject of the summary ejectment suit;
- (d) In count five, respondents contended that cancellation proceeding and summary ejectment were not cognate actions. Therefore, the notice given the trial magistrate of the pendency of the cancellation proceeding on appeal before this Court could not, and did not serve as a stay order in the summary ejectment suit;
- (e) In count nine, respondents contended that informant cannot recover the value of his damaged or destroyed property since he was physically present when his personal effects and household goods were put out. It was his duty to secure them.

Alfred Yeagon's title deed was executed on the 3rd day of July, A. D. 1978, by one Money Sweet and another whose signature on said deed could not be deciphered. His grantors were some of the heirs of Chief Darwori of Gewdo and his people to whom the Republic of Liberia had granted two hundred acres of land to be held in common by them and their heirs with the saving clause, "the above tract of land cannot be sold, transferred or alienated without consent of the Government of Liberia." Mr. Alfred Yeagon does not deny that his grantors were some of the heirs of Chief Dawori of Gewdo and his people, nor did he deny that the five acres of land sold him in March 1978 was portion of the two hundred acres granted Chief Dawori of Gewdo and his people on the 27th of June, A. D. 1935. If Mr. Money Sweet and the other grantor of Alfred Yeagon's title deed were some of the heirs of Chief Dawori of Gewdo and co-tenants in common of the two hundred acres and if the five acres of land sold to Alfred Yeagon was part and parcel of that two hundred acres granted Chief Darwori of Gewron and his people, and these facts have not been refuted, then and in that case his title does not stand the test. The heirs of Chief Darwori of Gewron and his people cannot, without the consent of the Republic of Liberia, alienate any portion of the

two hundred acres.

Even if Alfred Yeagon's grantors were vested with authority to part with, by sale, any part of the two hundred acres, the disability still exists in that his grantors were only two of the many heirs and joint owners of the two hundred acres. They alone, independent of the many other heirs and joint owners of the two hundred acres, could not legally transfer title in any portion of the land jointly owned by them.

The law requires the writ of summons to state, among other things, the names of the parties to the suit and their addresses and to state the time within which the defendant is required to appear. Civil Procedure Law, Rev. Code 1:3.33. In the summary ejectment case, out of which this information grew, the writ of summons did not show the addresses of the parties to the suit or state the time within which the defendants were required to appear. Because co-defendant McGill, not having received sufficient notice, failed to appear, judgment by default was entered against him. In the absence of sufficient notice, a judgment by default is void.

Additionally, under our Civil Procedure Law, as it relates to actions involving real property, every action to recover an estate must be tried in the county in which the property lies. Civil Procedure Law, Rev. Code 1:4.2. We quote in part another provision of the law:

“The President is empowered, whenever in his discretion he shall deem it necessary and expedient, to designate magisterial areas, the number and extent of which shall be such as he may decide. . .’ Judiciary Law, 1956 Code 18:90. It is also provided in the law, that: ‘Justices of the peace shall have jurisdiction within the county for which they were appointed.’ *Ibid.*, 18:556.”

Unlike that of the justice of the peace, the territorial jurisdiction of a stipendiary magistrate court is delimited in narrower confines outside which he cannot legally function. His authority is limited to his designated magisterial area. A magistrate of Monrovia City Court acts without authority when he entertains cases outside his magisterial area as he did in the summary ejectment case below, Johnsonville being outside his domain.

It was argued that co-respondent Alfred Yeagon could not have carried his case to Careysburg or Paynesward because the property is in Johnsonville. This argument does not support his position. If he did not carry the case to Careysburg or Paynesward, which places are adjacent to Johnsonville, should be allowed to carry it to Monrovia which has the City of Paynesward lying between it and Johnsonville Settlement? We emphatically say no.

It was irregular for Alfred Yeagon to have brought his summary ejectment suit from Johnsonville to Monrovia because justices of the peace have jurisdiction to try summary

proceedings to obtain possession of real property without the aid of jury, if the damages claimed do not exceed three hundred dollars. Judiciary Law, Rev. Code 18:556(c). In Yeagon's complaint he asked for no damages. Why did he go outside his own Settlement, except that he was bent on creating mischief?

The writ of summons in the summary ejectment case named no hour at which to appear nor was any subsequent notice of assignment served on informant, and yet judgment by default was entered for Co-respondent Yeagon. To remedy this irregularity, informant filed a petition in summary proceeding against the trial magistrate. The petition was before His Honour Alfred Flomo who presided over the Sixth Judicial Circuit for Montserrado County for March Term, A. D. 1979. In the petition for summary proceedings, notice was given both the trial court and respondents of the pendency of the cancellation suit between the same parties to the summary ejectment case and about the same subject matter. Yet a ruling, released upon no record, dismissing the summary proceedings, was given by His Honour Johnnie N. Lewis, who presided over the same court for June 1979 Term.

Respondents' counsel argued that respondents cannot be made to answer in contempt proceedings before this Court as they had not disobeyed any order of this Court or done any act which tended to belittle this Court.

Respondents' counsel argued that even though they knew of the pendency of the cancellation proceedings on appeal before this Court, the insistence on the summary ejectment suit did not constitute contempt because summary ejectment is not cognate to cancellation proceedings for even though the parties and subject matter in the two cases are the same yet the actions are not the same. This argument, at first glance, would seem to convince any one hearing it but let us look at the converse. In the summary ejectment case, plaintiff, now co-respondent herein, sought to evict informant herein from a portion of a five acre plot of land lying and situated at Mount Barclay within the Johnson-ville Settlement or Township. After the institution of the summary ejectment suit, informant learned that the five acres of land claimed by co-respondent was part and parcel of the two hundred acres of land inherited by him and others from their ancestors to whom the Republic of Liberia had granted the same for their communal use but any fraction of which they could not, without consent of this Republic, sell to a third party but which five acre plot of land had been unauthorizedly sold to Co-respondent Yeagon by a few of the co-heirs to the two hundred acres. He, therefore, moved in cancellation proceeding against co-respondent's deed. Trial in that proceeding was had and from the trial court's decree to cancel co-respondent's deed he appealed bringing the case before this Court. The cancellation

proceeding was filed, tried, decided and moved on appeal to this Court as the informant's petition in the lower court for summary investigation showed, before that trial court dismissed the petition in September last. During the argument before us, the Bench asked counsel for respondents what would happen to the summary ejection suit if the decree entered against his client in the cancellation proceeding was affirmed by this Court. He answered that in that case the summary ejection suit will crumble. His answer was truly correct but little did he realize that the answer he gave was the crux of this information for contempt.

The parties to the two suits and the subject matter involved are the same. It is true that ordinarily cancellation and summary ejection are two different actions, but, in the instant cases, the cancellation proceedings were instituted because of the summary ejection action, which was still pending when the cancellation proceedings were heard, determined and brought before this Court by appeal. Notice of the pendency of an appeal before this Court was given in informants' petition to the lower court. Both parties knew that a confirmation of the decree in the cancellation proceedings by this Court would destroy the summary ejection suit. For respondents to have pressed for the enforcement of a void judgment in the summary ejection suit was an attempt to interfere with the appeal before this Court so that its future decision, if adverse to respondents' interest, could be thwarted. *In re R. F. D. Smallwood*, 8 LLR3 (1942); *In re C. Abayomi Cassell*, 14 LLR 392 (1961). The fact that respondents' action is veiled under the term "the two actions are not the same" and that the act was done without the presence of this Court is no defense for contempt. *Gibson v. Wilson et al.*, 8 LLR 165 (1943); *In re R. F. D. Smallwood*, 8 LLR (1942); *In re Gabriel Dennis*, 9 LLR 389 (1947); *In Re C. Abayomi Cassell*, 14 LLR 392 (1961).

Co-respondent Alfred Yeagon is therefore liable in this information for contempt of this court.

Having passed upon co-respondent Yeagon's guilt for contempt, we now take up his contention that he is not responsible for the damaged personal effects and household goods of informant and the other occupants of the house from which they were evicted. His argument here is of two-fold: the first argument is that the things were put out, not by his order, but by order of the trial magistrates. A good argument, indeed, except that without his pressurizing the court the magistrate would not have acted.

The entry of the void judgment in the summary ejection suit, the irregular and unwarranted dismissal of petitioner's petition in the summary investigation, mandating the magisterial court to enforce its void judgment, the issuance and service of the writ of

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possession, the eviction of the informant from his house and the damage to his properties are all consequences which followed without sufficient intervening cause. Co-respondent Alfred Yeagon's wrong act, the institution of the summary ejectment action, claimed no damages before the muni-cipal court of Monrovia which had no territorial jurisdiction over both the parties to the suit and the subject matter. That action, each in itself, and all in themselves, are the proximate cause of the telling damages inflicted on informant herein, and Alfred Yeagon being the original wrongdoer cannot, therefore, escape liability. *Yes Taxi Company v. Pratt*, 27 LLR 45 (1978).

Co-respondent Yeagon's second argument, in support of his disclaimer of liability for damages, is that informant was physi-cally present at the time and place when his things were put out of the house, and that he should have secured them instead of leaving them exposed to the inclement weather. There seemed to be some reasoning in this argument but we cannot wholly be convinced by it. Much that we hold informant liable for contributory negligence, for he and his people should have secured those articles which could have been secured under the circumstances; yet they could not have been expected to secure the articles since the things were put out, on purpose, late in the evening and in torrential rains. Informant and the other occupants not having anywhere else to carry their goods, in the darkness and in the rains, were physically unable to save them. Truly, the enforcement of the writ of possession inflicted telling damage on informant and the occupants of his house.

We therefore hold that co-respondent Alfred Yeagon is guilty of contempt of this court and he is hereby fined in the sum of \$200.00 and ruled to pay the value of all damaged goods of informant and the other occupants in the amount of \$4,894.63 as shown below:

1. One king size formica bed with imported mattress and spring value.....\$750.00/but damaged by rain.
2. One formica double bed with no imported mattress value,.....\$350.00/but damaged by rain.
3. One zinc bed with imported mattress and spring or/iron bed valued.....\$300.00/but damaged by rain.
4. One spring mattress/small/cost.....\$75.00/but damaged by rain.
5. One radio with tape/Navico/value.....\$290.00/but damaged by rain.
6. Three formica tables valued.....\$125.00/but damaged by rain.
7. One new oversea cap value,\$6.00/but cant' be seen.
8. One new camouflage hat valued,\$12.98 (can't be seen) ...
9. One silver belt with (sword).....\$75.00

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10. 5 Higher Heights suits/valued\$45.00 each
total.....\$225.00
11. 110 pair trousers valued\$210.00/but some can't be seen.
12. Underclothes for gent/6 singlet at.....\$1.50 each total
valued..... \$9.00/but all can't be seen.
13. 15 shorts value \$3.00 each, total.....\$45.00/but all can't be seen.
14. Three pairs of dressing shoes..... 2/\$45.00
each one \$35.00, total.....\$125.00/but can't be seen.
15. One leather slipper, valued\$9.00/but
damaged by rain.
16. One wrist watch valued.....\$130.00/but can't be found.
17. 4 sports leather belts at \$8.50 each, total ...\$34.00/but all can't be found.
18. 9 lady suits/both mother and daughter/daughter 3, \$259.00/but some can't be
located.
19. 5 blouses for mother/3 blouses for daughter.....\$48.00
20. Designed suit valued.....\$48.00/ but
damaged by rain.
21. Two bags valued.....\$19.00/but
damaged by rain.
22. Three dressing sandals, \$24.00 for 1 two for, \$18.00, total
valued.....\$60.00/but damaged by rain and all can't be seen).
23. Two daily slippers at \$2.50 each, total.....\$5.00/but
one can't be found.
24. 7 pillows at \$5.00 each, total..... \$35.00/but
damaged by rain.
25. Two blankets at \$9.50 each, total..... \$19.00/but
damaged by rain.
26. 6 pieces children blouses valued at \$3.50 each and (6) six pieces, total
.....\$21.00/but some damaged by rain.
27. 3 pair sneakers at \$7.50 each..... \$22.00 total
28. 4 pair children shoes valued..... \$56.00
29. Items for babies/37 miscellaneous\$275.00
30. 1 set of first grade books.....\$18.00
31. Some miscellaneous (can't remember value)

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.....	\$450.00
32. 4 suitcases/2 zinc kind/two values all met open/contents value.....	\$200.00
33. 13 albums/6 African at \$72.00 & European albums at \$6.60 each.....	\$117.00
34. 25 small records valued at \$2.00 each.....	\$50.00
35. Various reading books/cost.....	\$150.00
36. 1 dictionary.....	\$15.00
37. Bibles 5 in number/different kinds.....	\$9.00
38. Foodstuff damaged.....	\$45.00
39. Cash \$76.15.....	\$76.15
40. 6 yards of floor mat.....	\$45.00
41. 1 black bag for traveling valued.....	\$ 9.50
Grand Total:.....	\$4,894.63

Those articles for which we consider values cannot easily be established are excluded. The said amount, mentioned herein-above, is to be paid through the Sixth Judicial Circuit Court of Montserrado County.

Having declared the judgment entered in the summary ejectment suit void, the writ of possession issued and served in its execution, evicting informant out of his house, is also void. He must therefore be made to reenter his house.

Since the co-respondent magistrate issued no writ of possession on his void judgment until he was ordered by the circuit judge to enforce said void judgment, we have refrained from punishing him, at least, for this time.

The judge of the lower court shall see that the orders herein are executed forthwith and shall make returns to the Justice in Chambers within thirty days from the date of the judgment in the case.

The Clerk of this Court is ordered to send a mandate to the judge of the Sixth Judicial Circuit commanding him to resume jurisdiction over this cause and to enforce this judgment. And it is hereby so ordered.

Information granted; judgment reversed; co-respondent held in contempt.