Lone Star Cell Corporation by and thru its General Manager, **Kalid and Sam S. Nyuma** and Atlantic Life and General Insurance Company, by and thru **Clemenceau B. Urey**, Chief Executive Officer, all of the City of Monrovia, Liberia, APPELLANTS Versus **Jimmy Wright**, also of the City of Monrovia, Liberia, APPELLEE

APPEAL

HEARD: March 19, 2014 Decided: August 13, 2014

MADAM JUSTICE YUOH DELIVERED THE OPINION OF THE COURT.

It is the law extant that where a wrong is committed, damages will attach. City Builders v City Builders, Supreme Court Opinion March Term 2013. The parties presently before this Court are not disputing the circumstances constituting the wrong rather, what is being contested is the monetary value awarded by the jury and upheld by the lower court as compensation for the damages sustained on the person and property of the appellee. But before we delve into the contentions of the parties this Court will first divulge the facts of these proceedings as certified in the records before us.

The records reveal that on July 14, 2006 Jimmy Wright, the appellee herein and one Julius Roberts jointly instituted an action of damages against Lone Star Cell Corporation and its Insurer, Atlantic Life and General Insurance Company the appellants herein. According to the complaint, on March 28, 2005, one of co- appellant, Lone Star Cell Corporation's vehicle ran into the appellee's vehicle, a 1987 Mercedes Benz. As the result of the accident, the appellee's vehicle was damaged; he sustained bodily injuries; and claimed the loss of valuable items amounting to US $745.00 (Seven Hundred Forty Five United States Dollars); while co-plaintiff Julius Roberts who was a passenger in the appellee's car lost eight (8) teeth and sustained other bodily injuries. The complaint also stated that the co-appellant, Atlantic Life and General Insurance Company, the insurer of the co-appellant Lone Star Cell Corporation, upon being notified of the accident and that the co-appellant Lone Star Cell Corporation was found liable, committed itself to repair the appellee's car, pay the medical bills of the appellee and Julius Roberts. The complaint further stated that the co-appellant Atlantic Life and General Insurance Company rented a vehicle for the appellee during the repair of his car but retrieved same from the appellee on August 9, 2005, on grounds of completing the repairs of the appellee's car. The appellee further averred that his car was not properly repaired, that he left same in the possession of the co- appellant Atlantic Life and General Insurance and personally rented a car from August 9, 2005, up to the filing of his complaint on July 14, 2006, constituting a total of 239 days at a rate of US $60.00 per day, cumulating in a total amount of US $14,340.00 (Fourteen Thousand Three Hundred Forty United States Dollars) for car rental services. The appellee also alleged that he spent the amount of US $1,350.00 representing medical bills

and that the co-appellant Atlantic Life and General Insurance Company had failed to repair and return his car despite all efforts. The appellee then prayed to be awarded the sum of US $15,440.00 (Fifteen Thousand Four Hundred Forty United States Dollars) as special damages and US$ 250,000.00 (Two Hundred Fifty Thousand United States Dollars) as general damages.

Attached to the complaint were photos of the appellee's damaged car and the co- plaintiff Julius Roberts' injury he sustained to his mouth, an invoice of the alleged missing items in appellee's car, and the appellee's medical report.

On July 24, 2006, the co-appellant Atlantic Life Insurance company filed its answer to the complaint generally denying the averments contained therein, while on August 1, 2006, the co-appellant Lone Star Cell Corporation also filed its answer denying the issue of liability with respect to the repair of the appellee's car, stating that same was fully repaired, and that the appellee took possession thereof since August 9, 2005, but had refused to sign a release form. As regards the appellee's medical bill, the co-appellant Lone Star Cell alleged that its insurer had prepared a check in the name of the appellee for the amount of LD 1,350.00 (One Thousand Three Hundred Fifty Liberian Dollars), but that the appellee had rejected same on grounds that the he had paid the bill in United States Dollars and not Liberian Dollars, although a review of the medical bill show only the dollar sign. The co-appellant Lone Star Cell also contended that the appellee's averment of car rental expense in the amount of US $14, 340.00 (Fourteen Thousand Three Hundred Forty United States Dollars) was tantamount to unjust enrichment as the appellee had failed to attach receipts for the car rental services claimed, and that the appellee was obligated to mitigate his damage rather than to pray for an amount greater than the price of his 18 year old car. The co-appellant Lone Star Cell then prayed that the appellee's prayer be denied and that the complaint be dismissed in its entirety. Attached to co-appellant Lone Star Cell's answer was a copy of the LD 1,350.00 (One Thousand Three Hundred Liberian Dollars) check issued in favor of the appellee.

On August 8, 2006 the plaintiffs filed their reply to the answer confirming and reaffirming the averments in their complaint. However the records reveal that on May 26, 2009 co-plaintiff Julius Roberts filed a motion to drop which read as follow:

1. Movant says he is a co-plaintiff in the above entitled cause of action which is still pending before this court - Your Honor is asked to take judicial notice of same from the records of this court.

2. That movant says further that he has now fully recovered from the injuries sustained in the accident subject matter of the action for damages for a wrong- and further, that movant has received sufficient and adequate financial compensation from the respondents. As a consequence of same, movant has executed a release unconditionally, voluntarily and

absolutely releasing and discharging the respondents from all liabilities, and claims which movant now has or may have against respondents.

3. That since movant has fully recovered from the injuries sustained in the accident - subject matter of the action for damages for wrong - and since movant has been sufficiently and adequately compensated financially by the respondents and is no longer legally entitled to receive any damages from respondents, movant requests that he be dropped as a party plaintiff in the pending action of damages for wrong.

WHEREFORE and in view of the foregoing, movant respectfully prays that Your Honor will order that he be dropped as a party plaintiff in the above entitled cause of action.

On November 30, 2010, the appellee's counsel having interposed no objection to the motion to drop, the trial judge granted the motion and with only the appellee as the single plaintiff ordered the case proceeded with.

On June 15, 2011, the co-appellant Atlantic Life and General Insurance amended its answer to the complaint, basically contending that the appellee had taken possession of his vehicle following repairs, and same was spotted parked in the yard of the Abi-Jouadi Supermarket located on Randall Street, the appellee's place of work. The records show that the co-appellant Atlantic Life Insurance filed its amended answer on June 15, 2011 almost five years after the appellee filed its reply on August 8, 2006. On August 1, 2011, counsel for the appellants requested the trial court to proceed with the case on the amended pleadings, that is, the amended answer and the amended reply filed by both parties. However, upon the resistance by the appellee's counsel on grounds that law issues having already been disposed of and the case ruled to trial, same should be proceeded with upon the original pleadings and that the amended pleadings are stricken. The trial judge sustained the resistance of the appellee's counsel, ordered the amended pleadings stricken from the records since the case was already ruled to trial. In the case Citibank v. York, 35 LLR 101,107-108 (1988) this Court held that "while it is true that any party may withdraw at any time and re-file any pleading previously filed by him, it is mandatory that such withdrawal of and an amendment should be within ten days from the date of the last pleading". The Court further stated that "where a party elects to withdraw and re-file an amended pleading after the statutory period of ten days, such election of withdrawal and refilling must be construed as a gross violation of the law and provides for the dismissal of the amended pleading" id. We hold here that the trial judge committed no error when he had the amended answer and amended reply stricken from the records and the case proceeded with on the original pleadings filed by the parties; that is the complaint, answer and reply and confirm our holding in the Citibank case so cited.

The trial commenced on August 1, 2011, with the appellee producing three witnesses in persons of the appellee himself, Gando Jalloh and Allen Wright. During the direct examination of the appellee, he testified to the accounts and events surrounding the accident

of May 28, 2005, that resulted to his injury, the police investigation which found the vehicle owned by co-appellant Lone Star Cell to be in the wrong and co-appellant Atlantic Life and General Insurance's committed itself to full responsibility for the victims of the accident, as well as renting a vehicle for him while his vehicle was being repaired. He also stated that the co-appellant Atlantic Life and General Insurance Company invited him to its office to receive his car and retrieved the rented car, but that when he and his mechanic took the car for a test drive, they discovered that the car had serious mechanical faults and was not road worthy to drive. Appellee alleged that thereafter he returned the car to co-appellant Atlantic Life and General Insurance Company with an understanding that co-appellant Atlantic Life and General Insurance would take the car to another mechanic who specialized in Mercedes Benz. The appellee further alleged that the co-appellant did take the car to a Mercedes specialist on the United Nations Drive known as Miller who later claimed to have repaired his car but again, upon inspecting his vehicle he discovered that it was still in the same condition. According to the appellee, he left the vehicle at the said garage of the Mercedes Benz specialist and returned to his place of work.

The appellee stated that several days later the mechanics of the co-appellant Atlantic Life and General Insurance conveyed his car to him at his office under the instruction of co-appellant Atlantic Life and General Insurance, but that he refused to accept his car on grounds that same was not worthy to drive but the mechanics insisted that he take delivery of his car. He said he refused and later left the country, and upon his return he contacted the co-appellant Atlantic life and general Insurance about the status of his car and other benefits he was entitled to, but he was informed that his car had been repaired and delivered to him.

Continuing his testimony under direct examination, the appellee identified photos of his damaged vehicle, the letter written by the co-appellant requesting that he turn over the rental vehicle and receipts from the used car company from which he claimed he had rented a vehicle for 239 days. The first two documents, that is the photos of the damage vehicle and the letter to appellee to return the rental vehicle were marked by the trial court and admitted into evidence, except the receipts from the used car company which appellants' counsel objected to on grounds that the receipts were never pleaded and under the principle of notice it should have been attached to either the complaint or the reply. The trial judge sustained appellant's objection hence the receipts were not allowed to be admitted into evidence. The record show that the appellee filed his complaint on July 14, 2006, his reply on August 8, 2006, but failed to attached the said receipts for alleged car rental but attempted to admit them into evidence after trial commenced on August 8, 2011, almost five years later. In the case Thorpe et al v. Liberia Electricity Corporation 34 LLR 400, 413 (1987), the Supreme Court held that a plaintiff asserting a claim for damages should make profert of all supporting documents with his complaint. The rationale for this principle of law is to accord notice to the opposite party of the facts which the plaintiff intends to prove, so that the adverse party

can properly prepare his or her evidence and not be misled by the plaintiff. Liberia Agriculture Company v. Guregure 35 LLR 423, 452 (1988). We therefore hold that the trial judge acted within the scope of the law by denying the appellee's receipts from being admitted into evidence as said receipts were never pleaded by the appellee to accord the appellants adequate notice.

During cross examination the witness testified to the effect that on August 9, 2006, he returned his vehicle to co-appellant Atlantic Life and General Insurance following a test drive when he observed that his car was not fully repaired and that from that day he never took possession of said vehicle from the insurer. When questioned as to the change of his vehicle license plate, the appellee confirmed that originally, his vehicle carried the license plate number BC-0087, but that following the accident he registered his vehicle with the Ministry of Transport and obtained new license plates number PC-3596 and that he did give one of the plates to the mechanic at the specialist garage during the repair of his car to avoid same being impounded by the police.

The appellee's second witness, Gando Jalloh testified to similar accounts of the accident as were stated by the appellee, but also alluded to an agreement reached between the appellants and the appellee at the police station. He then concluded his testimony under direct examination by identifying photos of the appellee's damaged car.

During cross examination, witness Jalloh confirmed that he was present when the accident occurred as he was one of the passengers in the back seat of the car, and that it was his car which was used by the appellee during the time that the insurance company retrieved the rental vehicle from the appellee, and that the latter had used same for 7 (seven) months and paid him an amount ofUS$1,500.00 (One Thousand Five Hundred United States Dollars).

The appellee's last witness in person of Allen Wright, the brother of appellee also give a detailed narrative of the accident, stating that he was also one of the four occupants in the car during the accident but only two were injured, the appellee and Julius Roberts, the latter having voluntarily dropped his suit against the co- appellant Lone Star Cell. The witness stated that he had no knowledge of appellee's car being repaired by co-appellant Atlantic Life and General insurance and turned over to him. According to the witness, the appellee rented a vehicle from one of his childhood friend but he was unaware of the arrangement between the appellee and said child hood friend as to the charge for the use of the vehicle or the length of time the appellee had used same.

After the appellee rested with the production of evidence, the appellants introduced five witnesses in person of Mr. Wilmot Teage, the claims manager of co-appellant Atlantic Life Insurance company, Borbor Brooks an employee of the Abi-Jouadi Supermarket, the workplace of the appellee, Lloyd Eastman, the dispatcher of co- appellant Atlantic Life and

General Insurance company, Kpah Peters, a former employee of the Wesley Miller Garage, and Sylvannus Massaquoi an employee of Wesley Miller Garage, respectively, where appellee's car was transferred to be checked by a Mercedes Benz specialist.

The appellants' first witness in person of Wilmot Teage, the co-appellant Atlantic Life and General Insurance Company's claim manager testified that upon his company being notified about the accident he immediately followed up on the investigation being conducted by the Liberia National Police where he was informed that the co-appellant Lone Star Cell's vehicle was in the wrong. Continuing with his testimony, the witness stated that with this report adjudging his company's insured Lone Star Cell responsible for the accident, a commitment was made by the co-appellant Atlantic Life and General Insurance to the effect that the company would undertake the repair of the appellee's vehicle and that the items reported stolen from the appellee's car would also be purchased. The witness further stated upon request made by the co-appellant, Atlantic Life and General Insurance to the appellee for receipts evidencing his medical bill and or expenses, the appellee proffered a medical receipt in the amount of $1,325.00 (One Thousand Three Hundred Twenty Five Dollars) from the St. Joseph Catholic Hospital, whereupon a check for the said amount was prepared in Liberian Dollars and issued to the appellee, but that he refused to accept the check.

Still testifying under direct examination, the witness said that upon notification to the appellee that his car had been repaired, the appellee came with his mechanic and after a test drive, he returned the car with a list of items that he demanded be changed on the car. The witness said co-appellant Atlantic Life and General Insurance took possession of the car and hired a Mercedes Benz specialist known as Wesley Miller to repair the car. According to the witness, Miller repaired the car by changing the materials appellee listed and that the appellee took delivery of his car, returned the rental vehicle and drove away in same without returning to sign the release prepared for his signature. A letter was then sent to the appellee informing him to return at co-appellant Atlantic Life Insurance's office and sign the release but the appellee refused to take delivery of the letter. The witness further narrated that an investigation was launched after co-appellant Atlantic Life and General Insurance Company stopped seeing the appellee and the car. The investigation discovered that the car was seen parked at the appellee's workplace, the Abi-Jouadi Supermarket with a new license plate. An inquiry on the appellee's new license plate at the Ministry of Transport revealed that the appellee had registered the car in his name with a new license plate.

Witness Teage then identified the invoice from one John P. Davies, the mechanic who initially worked on the appellee's car, an invoice signed by Razouk Brothers' general manager showing that the appellee's stereo set was replaced, the medical receipt from the St. Joseph Catholic Hospital, copy of the 1,325.00 (One Thousand Three Hundred Twenty Five Dollars) check issued in favor of the appellee, the letter requesting the appellee to return

the rental vehicle; the letter reminding him to return and sign the release, documents from the Ministry of Transport under the signature of the Minister which indicated that the appellee registered his car with a new license plate, and a photo of the appellee's car parked at his job site, the Abi-Jouadi Supermarket.

When questioned on cross examination as to the currency on the receipt from St. Joseph Catholic Hospital, witness Teage responded that the currency on the receipt was just the dollar sign and that the St. Joseph Catholic Hospital did not issue receipts in United States dollars. The witness further stated that co-appellant Atlantic Life and General Insurance rented a car from one Earl Mulbahat at a rate of US $35.00 per day in favor of the appellee.

Appellants remaining four witnesses testified that the appellee took delivery of his car. Witness Borbor Brooks stated that in 2010 the appellee's car was seen parked at the Abi-Jouadi Supermarket where he and the appellee are employed and that he recorded the car license plate in his inventory during the night hours. Witness Lloyd Eastman stated that after the appellee took possession of his car he took a letter to the appellee informing him to return and signed the release prepared by co-appellant Atlantic Life Insurance but that the appellee refused to accept the letter. Witness Kpah Peter testified that he had serviced the appellee's car from 2007 to 2010 and that the appellee personally paid him; while witness Sylvannus Massaquoi testified that the appellee contacted him on Ashmun Street and requested that he find a frame for his car.

The records show that after the production of evidence by both parties the trial judge delivered its charge to the jury, and after deliberation denied the appellee's prayer for special damages, but awarded him general damages in the amount of US $250,000.00 (Two Hundred Fifty Thousand Untied States Dollars). The appellants excepted to this verdict and filed a motion for new trial contending that the verdict was contrary to the weight of the evidence adduced; that the award of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars) was arbitrary disproportionate and excessive, and that the jury failed to take into consideration that there were two plaintiffs initially praying for US $250,000.00 (Two Hundred Fifty Thousand United States Dollars); hence, it was unfair to award said amount to only one plaintiff therefore the verdict should be set aside and a new trial awarded

The appellee resisted the motion for new trial on the grounds that the verdict was in strict conformity with the evidence adduced and that the jury in exercising their discretion took into consideration the degree of the pain, mental anguish, humiliation, and embarrassment suffered by the appellee. The appellee further averred that the fact that the co-plaintiff Julius Roberts was dropped does not change the fact that the appellee did sustain injuries from the accident, and then prayed for the appellants' motion for a new trial to be denied and the jury's verdict sustained.

On September 16, 20II, the trial court denied the appellants' motion for a new trial and entered judgment in favor of the appellee, the pertinent portion of the court's ruling states; "the plaintiff's complaint shows that the plaintiff prayed for no less than US $250,000.00 (Two Hundred Fifty Thousand United States Dollars) as general damages and, it is the prerogative of the jury to either award the exact amount prayed for in the pleadings or to award less than the amount prayed for in the pleadings of the plaintiff ..there is no documentary evidence required to determine the degree of humiliation, embarrassment, and mental anguish in this jurisdiction except by the jury's verdict. The verdict of the jury being consistent with the evidence adduced at the trial cannot be disturbed".

The appellants entered exceptions to said ruling, announced an appeal to the Honorable Supreme Court for review, and on September 26, 2011 filed a six count bill of exceptions challenging the verdict of the jury and the judgment of the trial court, which we deem necessary to quote in its entirety, as follows:

1) Defendants say that Your Honor committed a reversible error when you denied their motion for new trial and entered a final judgment on September 16, 2011, adjudging them liable in damages to plaintiff and awarding plaintiff general damages of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars).

2) Defendants say Your Honor made a reversible when you confirmed the trial jury's verdict and entered a final judgment of liable against them on September 16, 2011 and awarded plaintiff general damages of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars). Defendants say the jury verdicts and the final judgment growing there from are manifestly against the weight of the evidence adduced at the trial.

3) Defendants submit that the unanimous verdict of the trial jury is not only unjust and contrary to the weight of the evidence adduced at the trial, but same is also arbitrary, manifestly prejudicial and shocking and therefore said verdict should have been set aside and a new trial awarded. Defendants say during the trial the plaintiff failed to produce any evidence to establish the extent of his injury as the basis of awarding him general damages of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars). For instance, the medical report allegedly issued by the Catholic Hospital was signed by Dr. Lily Sanvee as the attending physician yet Dr. Sanvee was never produced to testify to the injury plaintiff allegedly sustained, and the degree of pain he suffered as a result of the injury. What then was the factual or legal basis for awarding plaintiff general damages of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars)? Your Honor committed a reversible error when you ruled that the jury has the right to award any amount as general damage, even if no special damages was established during trial.

4) Defendants say the law in this jurisdiction is that for general damages to be awarded, there must be some evidence of damage, injury or loss, and that the award must be proportionate

to the actual damage of injury sustained. Even though the plaintiff failed to produce any evidence of the injury and pain he allegedly sustained, Your Honor confirmed the jury verdict and adjudged defendants liable in general damages in the amount of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars).

5) Defendants say the award of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars) had no factual or legal basis. The jury awarded this amount simply because the defendants were a GSM company and an Insurance Company respectively, hence in the interest of justice and fairness, and to ensure that all parties are treated fairly in our courts, irrespective of whether the defendant is a big company or not, the verdict should have been set aside on grounds that it was unjust and disproportionate and a new trial awarded. Your Honor therefore committed a reversible error when you ruled that the jury was right in awarding any amount it deemed fit as general damages even if no evidence was produced to establish the extent of injury or the pain or loss plaintiff sustained. Your Honor's final judgment was prejudicial to defendants and defendants therefore except.

6) Defendants say this case was a personal injury case, meaning that in order for a plaintiff to recover general damages, he must first produced evidence of injury or loss he sustained. The fact that the jury denied plaintiff any special damages clearly means that the jurors formed the opinion that plaintiff did not produce any evidence of injury or loss he sustained as a result of the accident. How then can the same jury turn around and award general damages in the amount of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars) to a plaintiff who failed to produce any evidence of injury or loss he sustained as the result of defendants' alleged wrongful conduct? In other words, in a personal injury case there can be no general damages without any proof of special damages sustained by the plaintiff Your Honor therefore committed a reversible error when you affirmed the jury verdict of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars) as general damages in your final judgment. To which final judgment defendants except.

Suffice it to say, counts one (1) through six (6) of the appellants' bill of exceptions basically question the validity of the jury awarding the appellee a quarter of a million United States dollars as general damages, contending that the award was contrary to the weight of the evidence and that the appellee had failed to establish by evidence, the extent of his injury or pain or loss sustained. In further argument before this Court, the appellant stated that awarding the amount of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars) as general damages was arbitrary, disproportionate and excessive because the appellee's medical report relied on by the jury did not indicate any permanent disability or bone fracture that the appellee suffered as a result of the accident. To substantiate this argument, the appellants relied on Supreme Court case, Konnah et al v Carver 36 LLR 319, 326- 327 (1989), stating that while it is true that it is within the province of the jury to say what general damages are, the amount awarded should be governed by the evidence. The

appellants further relied on the case Cooper v Davies 27 LLR 310, 319 (1978), and prayed this Court to set aside the verdict since there is no evidence to support the amount awarded and that the verdict is grossly disproportionate to the measure of the damages.

The appellee for his part argued in his brief and before this Court that the verdict of the jury and the trial court's final judgment were in compliance with the evidence adduced by the mere fact that the appellant was deemed liable for the accident and the injury he sustained. The appellee cited the case Firestone v. Kollie Supreme Court Opinion March Term 2012 and argued that there is no judicial yardstick to measure mental anguish hence the law has assigned to the jury the task of determining such award for general damages. The appellee further argued that the jury erred by failing to award special damages. With regards to this latter contention by the appellee, this Court says it is the law hoary with age that the Supreme Court cannot review issues where no exceptions were taken in the trial court or consider an issue not included in the bill of exceptions; Cooper et al. v. Davis Sr. et al 27 LLR 310, 314 (1978); Richards v. Coleman, 6LLR, 285 (1938), Insurance Company of Africa v. Fantastic Store, 32LLR 366, 371(1984), National Milling Company of Liberia v. Bridgeway Corporation 36LLR, 776(1990), Heith v. Republic 39LLR 50, 61(1998), Nagbe v. Nagbe 40LLR 377, 348(2000).

The only issue the Court deems determinative of this matter centers upon the question of whether the evidence proffered by the appellee supports the jury's verdict award of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars) as general damages or whether the appellee produced sufficient evidence to warrant the jury's verdict of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars) as general damages? To answer this question we revert to the evidence adduced at the trial and the laws governing damages, particularly general damages.

The Supreme Court has opined in numerous cases that generally, damages, whether special or general "are pecuniary compensation or indemnity which may be recovered by any person who has suffered a loss, detriment, or injury, whether to his person, property or rights, through the unlawful act or omission or negligence of another. Intrusco Corp. v Osseily 32LLR 571 (1985); Firestone Liberia Inc. v G. Galimah Kollie Supreme Court Opinion March Term 2012; Harris v. Cavalla Rubber Corp. Supreme Court Opinion October Term 2012; City Builders v City Builders Supreme Court Opinion March Term 2013. The Court also held that "in legal contemplation, damages is the sum of money which the law awards or imposes as pecuniary compensation, recompense, or satisfaction for an injury done or a wrong sustained, as a consequence of either a breach of contract or a tortuous act Id. As earlier stated in this opinion, the parties do not dispute the fact that indeed the motor accident did happen and that the appellant had not only been held liable for same, but had committed itself to repairing the appellee's car, replacing the appellee's missing items, as well as taking

responsibility for his medical treatments. Having said this, the Court concludes that the appellee is entitled as a matter of law to recover damages from the appellant.

For the recovery of damages, the appellee in his complaint prayed for specific damages in the amount of US $15,440.00 (Fifteen Thousand Four Hundred Forty United States Dollars) and general damages in the amount of US$ 250,000.00(Two Hundred Fifty Thousand United States Dollars), the former amount as earlier stated was denied by the jury, while the latter was awarded and subsequently affirmed by the trial court. In the case Firestone Liberia Inc. v G. Galimah Kollie, Supreme Court Opinion, March Term 2012, Mr. Justice Ja'neh speaking for the Court defined general damages as liability awards that come about as the natural and necessary outcome of a wrongful act or omission; there is no yardstick of universal acceptability for accurate measurement of general damages awards. Therefore the law has ordinarily assigned to the jury the task of determining such awards for general damages. This apparent arbitrariness in determining the amount of award for general damages is exclusively the jury's province. They are exemplary or punitive, intended by the law to provide compensation for injuries such as mental anguish and distress, insult, indignity and hurt to a party, which cannot be easily quantified or accurately estimated. It is recognized that a judicial yardstick is yet to be couched to measure mental anguish, insult and indignity for which such damages are awarded as compensation. It is generally required that the awards bear some relation to the injury inflicted and the cause thereof. They should not be awarded where the amount of compensatory damages is adequate to punish the defendant. Where such compensatory damages are not adequate for the purpose of punishment, only such additional amount should be awarded as taken together with the compensatory damages will be adequate for the purpose of the punishment. We do hereby affirm and confirm this principle of law on general damages as enunciated in this case.

However, as earlier stated the appellee interpreted this holding in the Firestone case to mean that there is no judicial yardstick to measure mental anguish; it is the interpretation of the appellee that once an injury is alleged and proven it is sufficient for the jury to award an indefinite award prayed for by the plaintiff as general damages within their discretion without regards to the proportionality of the evidence to the injury sustained. We disagree with this interpretation on grounds that not only are the facts and circumstances of the present case not analogous to the Firestone case but said interpretation is in vast contradiction to the law and precedents in our jurisdiction. In the Firestone case, the defendant, Firestone seized, impounded and dispossessed the appellee of his truck for over two years. This Court found that the act of the defendant Firestone was deliberate and without any regard for the right and property of the plaintiff who depended upon his truck for his livelihood. The records in the present case are devoid of any such deliberate act on the part of the appellant. This was a motor vehicle accident where the appellant was declared to be in the wrong and pursued actions to remedy that wrong. Suffice it to say; those actions must have taken a wrong turn

as the parties are now before this Court on the issue of determining what would constitute adequate amount of award for general damages.

In another case Sinkor Supermarket v Boima Ville, 31 LLR, 286, 290 (1983), the appellee prayed for punitive damages in the amount of 25,000.00 and general damages in the amount of $20,000.00 for defamation of character and wrongful imprisonment. The jury back then awarded the amount prayed for by the appellee in his complaint, but the appellant excepted to the verdict on grounds that there was no supporting documentary evidence in the records. The appellee back as the present appellee countered argued that it is the duty of the jury to award damages. The Court in disposing this issue held that the jury may in the exercise of its sound discretion award an amount sufficient to compensate the plaintiff in the absence of any specific sum named." The Court further held that "where a definite amount is named as in this case, whether in the complaint or in the prayer, it falls within the category of special damages and the proof thereof is controlled by the rule of evidence governing special damages hence the sum stated must be proven with some degree of certainty. This interpretation of the Court does not imply that specific damages and general damages are on the same evidentiary wave length or carry the same evidentiary burden. We therefore hold that it is not sufficient merely to allege an injury and claim damages therefor, but the plaintiff must prove the injury complained of and that he has been damaged to a sum commensurate with the amount claimed as damages, and that in proving general damages there should be a reasonable connection between general damages awarded and the injury sustained. Itoka v. Noelke 6 LLR 329, 332 (1933); Harris v. Cavalla Rubber Corp. Supreme Court Opinion October Term 2012.

The Firestone case also confirms these legal principles by stating that ordinarily, general damages need not be particularly proven as the law requires in the instance of special damages. However, a party seeking award of general damages on account of being subjected to suffering, humiliation, embarrassment, stress and mental anguish, as the appellee claimed, ought to show a connection between what is being prayed for and the anguish and humiliation purportedly suffered.

In further answering the issue, that is, whether or not the appellee's evidence establishes a connection between his prayer for US $250,000.00 (Two Hundred Fifty Thousand United States Dollars) awarded as general damages? We again review other evidence adduced by the appellee.

An examination of the certified records reveals that at the commencement of these proceedings, the appellee and the co-plaintiff Julius Roberts were jointly praying to be awarded general damages in the amount of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars) for injuries they both sustained as a result of the accident. Co-plaintiff Julius Roberts who lost eight teeth and sustained other bodily injuries by his own volition dropped from the case thus leaving appellee as the lone plaintiff.

The records also show that during trial in the lower court, the appellee introduced into evidence his medical report from the St. Joseph's Catholic Hospital as proof of the bodily injury he sustained. The medical report reads as follow:

MEDICAL REPORT

TO WHOM IT MAY CONCERN

RE: JIMMY AOUN: AGED 29 YEARS

June 21, 2005

The above named patient was seen by us on June 1, 2004[2005] with a complaint of pain in the chest, the left arm and the pelvis. He said he was involved in a road traffic accident on May 28, 2005 and sustained laceration of the left arm that was sutured on the same day in the emergency department.

Physical examination revealed a young man in no acute distress. His vital signs were within normal limits. He had a sutured wound on the left forearm with abrasions around the same area. X-ray of chest and pelvis were within normal limits.

Treatment consisted of antibiotics, analgesics and tetanus antitoxin. He was last seen on June 20, 2005 and his condition has improved.

Lily M. Sanvee, MD.

Attending Physician

For the services as indicated in the medical report supra the appellee proffered a receipt from St. Joseph Catholic Hospital in the amount of $1,350.00 (One Thousand Three Hundred Fifty Dollars). The co-appellant Atlantic Life Insurance reimbursed the appellee with check in the amount LD 1,350.00 (One Thousand Three Hundred Fifty Liberian Dollars). This amount was rejected by the appellee on grounds that his medical expense was paid in United States Dollars and not Liberian Dollars. We have review the said receipt and have observed that same only carry a dollar symbol which does not indicate Liberian Dollars or United States Dollars. But assuming arguendo that the amount of US $1,350.00 (One Thousand Three Hundred Fifty United States Dollars) was indeed paid by the appellee does this amount justify the award of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars)? We again reserve our answer and proceed to review the other evidence.

The next evidence is the testimony of the appellee's second witness in person of Gando Jalloh who stated that he received the amount of US $1,500.00 (One Thousand Five Hundred United States Dollars) from the appellee as car rental fees for a period of seven months is accepted unlike the unsubstantiated and unverified amount of US$ 14,340.00 (Fourteen Thousand Three Hundred Forty United States Dollars) claimed by the appellee as car rental

charges but failed to plead the receipts. Again we are at sea as to whether the amount of US $1,500.00 (One Thousand Five Hundred United States Dollars) plus the US $1,350.00 (One Thousand Three Hundred Fifty United States Dollars) presumably spent on medicals bills can be equated to the award of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars)?

The next evidence introduced by the appellee was photos of the damaged vehicle. We note from the records, that the vehicle was described as a 1987 Mercedes Benz, which by calculation was 18 years old at the time of the accident. But be that as it may and, assuming arguendo, is it possible that an 18 years old Mercedes Benz was sold to the appellee for over US $ 200,000.00 (Two Hundred Thousand United States Dollars)?

Having reviewed all the evidence as stated supra, the Court with overwhelming degree of legal certainty and precision will now answer the questions posed as they relate to the issue which is whether or not the appellee's evidence establishes a connection between his prayer for US $250,000.00 (Two Hundred Fifty Thousand United States Dollars) awarded as general damages. We say an emphatic no to all of these questions raised above that the evidence do not support the award and hold that where the party seeking the award of general damages fails to illustrate the consequential relationship as a reasonable basis to infer the quantum of the award, the Supreme Court will decline to affirm the judgment awarded; that though the insufficiency of the evidence cannot be a sufficient basis to quash an award made in favor of an injured party, this Court will however affirm the award in a manner commensurate and warranted by a preponderance of the evidence; and that a complainant is mandatorily required to prove the injury he complains of and also demonstrate that he has been damaged to a sum commensurate with the amount claimed as damages. ltoka v Noelke 6LLR 329, 332 (1933); Firestone v Kollie Supreme Court Opinion March Term 2012; Harris v. Cavalla Rubber Corp. Supreme Court Opinion October Term A.D 2012; City Builders v City Builders Supreme Court Opinion March Term 2013.

The Court will now calculate the mathematical evidentiary monetary value certified by the records. The evidence sufficiently supports the following: (1) that appellee's medical receipt of US $1,350.00 (One Thousand Three Hundred Fifty United States Dollars) having never been rebutted by the appellant through testimony of personnel from the St. Joseph Catholic Hospital is deemed as accepted; (2) that the testimony of appellee's second witness in person of Gando Jalloh regarding the amount US $1,500.00 (One Thousand Five Hundred United States Dollars) as car rental services for seven months is also accepted because said testimony was never rebutted by the appellant and; (3) to measure the value of the damaged car the Supreme Court has held that "when an automobile has been damaged by the negligence of another and cannot be repaired, the measure of damage is the difference between the market value of the automobile before it was damaged and the value of the wreckage Mim Timber

Corporation v. Johnson 31 LLR 145, 152 (1983). We take judicial notice that the market value of a 1987 Mercedes Benz at the time of the accident in 2005 was USD 7,500.00 (Seven Thousand Five Hundred United States Dollars) and the cost of the wrecked 1987 Mercedes Benz is USD 2,500.00 (Two Thousand Five Hundred United States Dollars); hence the difference between these two figures is US $5,000.00 (Five Thousand United States Dollars). In keeping with the Mim Timber Corporation case this is accepted as a reasonable amount for an 18 years old damaged car. We quickly state here that these computations supra are not intended to determine special damages rather they reflect a reasonable connection between the general damages awarded and the injury sustained. This Court therefore holds that though the insufficiency of the appellee's evidence cannot be a sufficient basis to quash the award made in favor of the appellee; the appellee having failed to prove and connect his injury to the award prayed for in his complaint and having failed also to demonstrate that he has been damaged to a sum commensurate with the amount claimed as general damages, cannot confirmed the award of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars).

WHEREFORE and in view of the foregoing the judgment of the Civil Law Court is hereby affirmed with modification that the award of US $250,000.00 (Two Hundred Fifty Thousand United States Dollars) awarded as general damages to appellee is hereby modified to $US $10,000.00 (Ten Thousand United States Dollars).

The Clerk of this Court is hereby ordered to send a mandate to the Civil Law Court commanding the Judge presiding therein to resume jurisdiction over this case and to give effect to this Judgment. Costs ruled against the appellants. It is hereby so ordered.

Judgment Affirmed With modification

Cllrs. Stephen B. Dunbar, Jr. and Scheaplor R. Dunbar of the Dunbar & Dunbar Law Firm and the Pierre, Tweh & Associates Law Firm respectively appeared for the appellants. Cllr. Johnny Momoh of the Sherman & Sherman, INC. and Cllr. James N. Kumeh appeared for the appellee.