

**DAVID ATTIA**, Plaintiff in Certiorari, v. **ARTHUR RIGBY**, Agent for William A. Drury, Defendant in Certiorari.

Defendant in Certiorari's Motion to Quash.

Petition for a Writ of Possession. Arthur Rigby, agent for William A. Drury, defendant in certiorari, most respectfully motions this Honourable Court to quash the writ of certiorari issued in favor of David Attia, plaintiff in certiorari, and rule the said plaintiff in certiorari to pay all cost of the writ for the following legal reasons:

1st. Because at the time of the issuing of the writ of certiorari by the Honourable Court upon the Judge of the Court of Quarter Sessions and Common Pleas for Grand Bassa County, he, the said judge, had already made final disposition of the matter of summary proceedings on a petition for a writ of possession for lots Nos. 29,30 and 31 in Lower Buchanan, Grand Bassa County, and the writ of possession was not the proper remedy to pursue.

2nd. And also because the said writ of certiorari was improperly issued through the fraudulent representation of the said plaintiff in certiorari that the judge of the court below would not arrive at a decision in the said matter of summary proceedings, whereas at the time of issuing the writ of certiorari, the said plaintiff in certiorari was aware that final disposition had been made by the court below on the said petition for a writ of possession.

3rd. And also because the said plaintiff in certiorari through his attorney at law on the 3rd day of January, in the year of our Lord, one thousand nine hundred and seven, excepted to the decision of the court below in the said matter of summary proceedings on a petition for a writ of possession, and gave notice that he would take an appeal to the Supreme Court of the Republic of Liberia at its January term in the year of our Lord, one thousand nine hundred and seven (1907) as the records of the said court will more fully show.

4th. And also because the said plaintiff in certiorari failed to give security to prosecute the said writ of certiorari with effect.

5th. And also because the cost of the court below has not been paid by the plaintiff in certiorari.

6th. And also because the said writ of certiorari has not been returned according to law and the rules of this Honourable Court.

7th. And also because there is no motion or petition filed in this Honourable Court by the said plaintiff in certiorari to obtain the said writ of certiorari.

Arthur Rigby, Agent for William A. Drury,  
By his Attorney at Law,  
Henry B. Williams.  
Office of the Justice of the Peace, Monrovia.