

M. DINKLAGE, Agent for **A. WOERMAN**, Appellant, vs. **EDWARD W. LILES**,
Appellee.

[January Term, A. D. 1901.]

Appeal from the Court of Quarter Sessions and Common Pleas, Grand Bassa
County.

Debt.

Where in a suit for debt growing out of written and verbal contracts the declaration failed to state the contracts, as also the violation, it was held that the suit could not be sustained.

This action is before this court upon a writ of certiorari issued by the Chief Justice, upon the application of the appellant (defendant below.) The action is founded in debt, for the recovery of one thousand three hundred dollars and sixty-eight cents, said to be due to the appellee, or plaintiff below, by force of written instruments and a verbal contract. A trial of the facts was had before His Honor T. I. Tate of the Court of Pleas and Quarter Sessions, Grand Bassa County, at the March term of said court, 1900, at which trial the appellee, or plaintiff below, obtained a verdict and judgment in his favor. The appellant, not being satisfied with said verdict, judgment, and other rulings of the court during the trial, excepted to the same and moved for an appeal, under the provision of the statutes, to this jurisdiction, but on account of some alleged neglect of the judge the appeal was not completed within the time limited by law. Whereupon the appellant in lawful form applied to this court for a writ of certiorari, in order that this court might review the case and correct the errors, if any existing, which writ was granted and served upon the said Judge T. I. Tate and promptly obeyed.

This court in considering the case wishes to say that a complaint in an action growing out of contract must state the contract and the violation thereof; and if the contract is merely implied by law it must state the facts by which the law will imply it. In this case we fail to see wherein an expressed or implied contract is stated.

Viewing this case from every legal standpoint this court fails to see by what means the jury and court below arrived at the conclusion that the plaintiff below recovers from the defendant the sum demanded in the complaint; the conclusion being unsupported by the slightest shadow of proof. Such verdict and judgment being so contrary to law and justice, this court feels bound to reverse it. Therefore this court adjudges that the judgment of the court below is reversed, and that the appellant recover from the appellee all legal costs of the action. And the clerk of this court in due form will notify the court below to the effect of this judgment.