

H. C. FAULKNER, Appellant, vs. **JOHN D. MORRIS & CO.**, Appellees.

[January Term, A. D. 1906.]

Appeal from the Court of Quarter Sessions and Common Pleas,
Montserrado County. Debt.

This case was determined at the sitting of the Court of Quarter Sessions and Common Pleas, Montserrado County, before His Honor A. J. Mathews, judge of said court. On inspecting the record filed in this court, we find that an action of debt was instituted by John D. Morris & Co., plaintiffs below, against H. C. Faulkner, the appellant, for the recovery of the sum of thirty dollars; in which action the plaintiff in the court below sustained the debt laid in his complaint, and the court rendered judgment to the effect that the plaintiff recover from the defendant the sum of thirty dollars, the same being the amount sued for. It appears further, that the defendant below prayed for time, as allowed under statute, which was granted him by the court, the judge allowing the defendant one calendar month to make payment. To this end the following bond was given to

A. B. Stubblefield, the ministerial officer of the said court:

"Republic of Liberia, Montserrado County.—Know all men by these presents, that we, H. C. Faulkner, principal, and R. A. Philips, surety, all of the County and Republic aforesaid, are hereby held and stand firmly bound unto John D. Morris & Co., in the full and just sum of forty-five dollars, lawful money of this Republic, to be well and truly paid, and for the payment of which we do bind ourselves, or heirs, administrators and assigns, firmly by these presents."

This bond further stipulates that payment be made within one calendar month from the date of its execution. On the 21st day of October, 1905, (the bond being executed September 23d, 1905,) the defendant below did make payment of said debt in satisfaction of the judgment, to A. B. Stubblefield, Sheriff, the ministerial officer of said court, and took his receipt for same in the following language:

"Received from H. C. Faulkner the sum of thirty dollars, Liberian currency, as payment in full for his bond given to John D. Morris & Co. A. B. Stubblefield, Sheriff Mo. Co., R. L. Monrovia, Oct. 21st, A. D. 1905."

The plaintiff below, not being satisfied with the kind of money paid, urged that he be paid in coin, and therefore applied to his honor the judge for a writ of execution against said H. C. Faulkner, which writ was granted and served. The defendant below refused to make other payment than that already made. Whereupon the said judge resumed jurisdiction over the case, and made ruling to the effect that the defendant, now the appellant, pay to John D. Morris & Co. their debt in Liberian silver or copper coin. To this ruling the defendant excepted, and brings his appeal before this court for review.

During the traverse of this case, it was urged with great skill and legal ability that the *lex loci*, or, in other words, the law of the place where the agreement was made, upon which the suit was brought, should control the parties thereto as to the manner of its fulfillment. Had this question been raised in the pleadings of this case, this court would not hesitate to give its opinion and ruling thereon. But as the appeal claiming our attention does not embrace that point, a ruling thereon would be *extra judicium*.

This appeal has claimed much of the attention of this court, and by following the letter and spirit of the statute law we are enabled to come to that conclusion maintainable by the laws of the land.

It is the opinion of this court that the judgment of the court below, rendered in this action of debt, September term, A. D. 1905, viz., that the plaintiff, John D. Morris & Co., recover from the defendant, H. C. Faulkner, the sum of thirty dollars, was the end of that trial, unless an appeal was prayed for. This court is further of the opinion that after payment of the bond and the discharge of the party by the officer in charge of it, the court below had no longer jurisdiction over the case or the party; and that that court, having lost its jurisdiction in manner already stated, could only resume jurisdiction by order of some superior tribunal; which does not appear in the records of this case to have been done.

Therefore this court adjudges that the writ of execution and judgment issued thereon December 13th, be reversed and hereby rendered null and void, the appellee paying all legal costs; and the clerk of this court is hereby directed to notify the Court of Quarter Sessions and Common Pleas, Montserrado County, as to this judgment.