

B. F. GOODRICH OF LIBERIA, INC., by and  
through its general manager, C. P. PERRIZO,  
Appellant, v. MICHEL BSAIBES, Appellee.

APPEAL FROM THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,  
MONTSERRADO COUNTY.

Argued October 29, 1970. Decided January 21, 1971.

1. Several causes of action may be joined in the same complaint, provided they are separately stated and arise from the same theory of law.
2. And when a verdict is returned where there has been such joinder of actions, the jury must specify the amount awarded by it on each cause of action.
3. Where both general and special damages have been complained of in any one action, the jury is also required to specify in its award the amount returned by it for special damages and for general damages.

In an action for personal injuries, brought by the appellee, he specified his special damages resulting from his injuries and in his prayer for relief demanded their total, amounting to \$7,023.13, and additionally that he be awarded a sum, as the jury might see fit, for the pain and suffering occasioned by the negligence of the defendant. The jury returned a verdict for the plaintiff in the sum of \$75,000.00 without specifying the amount awarded for special and general damages. The defendant appealed from the judgment. Judgment reversed, case remanded.

*Morgan, Grimes and Harmon* for appellant. *Bull and Garber* for appellee.

MR. JUSTICE SIMPSON delivered the opinion of the Court.

Michel Bsaibes, a resident of the City of Monrovia, filed an action of damages for personal injuries, against B. F. Goodrich, Inc., during the September Term, 1968,

of the Circuit Court for the Sixth Judicial Circuit, Montserrado County, sitting in its Law Division. The complaint stated that on November 13, 1967, while working for the benefit of defendant, preparing the lines and air vents for the installation of a central air-conditioning system in one of defendant's plantation buildings situated in Bomi Territory, he, the said plaintiff, fell from a defective timber in the ceiling that had been improperly joined and as a result of this fall sustained injuries to his body.

Count two of the complaint specified certain damages sustained by the plaintiff, which amounted to \$7,023.13. In addition to these special damages, the plaintiff averred that he had suffered generally by sustaining great physical pains, agony, mental anguish, and distress. Additionally, up to the time of the filing of the complaint, he still had pains in the left hip whenever he tried to bend over at any time, whether during working hours or when he was off the job.

By virtue of the above-enumerated damages sustained by the plaintiff, he prayed that a judgment be awarded against defendant in the amount of \$7,023.13, to cover doctor bills, travel costs, and lost earnings as special damages which he had suffered and that an additional amount be awarded him as the jury saw fit, as general damages for pain and suffering which he underwent.

In response to the allegations contained in the complaint, defendant, now appellant in this Court, filed both formal and special appearances, and thereafter filed an answer to the complaint lodged by the appellee, then plaintiff, in the court below. The answer was followed by a reply from the plaintiff in which *inter alia* he averred that the answer of the defendant was subject to dismissal by virtue of late filing thereof, to wit, subsequent to a ten-day period allowable by law for the filing of pleadings of that nature.

Subsequently, Younis Bros., the contractors to whom appellant had awarded the contract for the installation

of the air-conditioning system, made an application to court to intervene in the proceedings by virtue of the fact that it had executed a contract with defendant Goodrich in which it had contracted to save Goodrich from any expense whatever incurred during the performance of the said contract. The application to be joined as a co-defendant was granted Younis Bros., and that company thereupon filed an answer and subsequent pleadings in the court. After pleadings had rested, the law issues were presumably ruled upon and the case set for trial of facts. There was, however, an application made by plaintiff in the court below for severance, so that the case against B. F. Goodrich would be tried separately from the case involving Younis Bros. This application for severance was also granted by the trial judge and thereafter the case proceeded with the trial of the facts attending the matter.

After both parties had rested, the jury proceeded to its room of deliberation and returned with its verdict in favor of the plaintiff in the amount of \$75,000.00 Due to the importance which we attach to the verdict of the jury, we now proceed to read it *in toto*.

"We the petty jurors to whom the case: Michel Bsaides, plaintiff, *vs.* B. F. Goodrich, defendant, was submitted, after a careful consideration of the evidence adduced at the trial of said case: we do unanimously agreed [*sic*] that the plaintiff is entitled to his \$75,000 in an action of damages."

It will be recalled that earlier in this opinion, we recited portions of the complaint and the prayer made by the plaintiff in the court below. In separate counts there had been included averments relating to both special and general damages sustained by the plaintiff; however, in its verdict the jury blended the damages, giving a verdict in excess of the amount specifically prayed for. In a similar case, *Wright v. Tay*, 12 LLR 223, 224 (1955), the Court observed:

“The attention of trial courts is hereby called to the statutory requirement that, where a party has several causes of action suited to the same form of action, he may blend them in the same complaint, but, in so doing he must separately state such several causes. In some cases that have come before us on appeal the juries, in rendering verdicts, have awarded damages without specifying the counts upon which such awards were made. The verdict in each case must specifically state the amount of award on each count.”

We must also hold at this time that it is reversible error for a trial judge to confirm the verdict of a jury awarding damages which has not specified the special and general damages. In the case at bar the verdict of the jury should have specifically enumerated the quantum of damages assessed against the defendant as special and general damages. The judge having confirmed the erroneous verdict of the jury, the said judgment is set aside and the case remanded for a new trial of the facts involved therein. Costs to abide final determination.

*Reversed and remanded.*