

J. E. ANDERSON, Appellant, v. J. Z. R. POWELL,  
Appellee.

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

Argued April 16, 1934. Decided May 4, 1934.

1. In matters in which the Municipal Court of the Commonwealth District of Monrovia has concurrent jurisdiction with justices of the peace, said court may order amendments of the complaint on the same basis laid down in the Code for Justices of the Peace.
2. "Value received" in a bill of exchange is an expression indicating that the maker of the note has received value of the payee.
3. "Consideration" imports that the plaintiff has received something of value in the eyes of the law, as something either of benefit to plaintiff or of detriment to the defendant.
4. Where there is no evidence adduced to prove the relevant issues of fact in a cause, leaving this Court in doubt for whom judgment should be given, the Court will remand the case for a new trial.

The appellee commenced an action of debt against appellant in the Municipal Court of the Commonwealth District of Monrovia. Judgment was rendered in his favor and defendant appealed to the Circuit Court of the First Judicial Circuit, Montserrat County, which affirmed the judgment of the lower court. On appeal to this Court, *judgment reversed and case remanded* for a new trial.

*T. G. Collins* for appellant. *C. H. Taylor* for appellee.

MR. JUSTICE DIXON delivered the opinion of the Court.

This action was commenced in the Municipal Court of the Commonwealth District of Monrovia.

On September 26, 1932, J. Z. R. Powell, plaintiff, filed a complaint in the Municipal Court of the Commonwealth District of Monrovia against one J. E. Anderson, defendant, in an action of debt in which the said

plaintiff demanded the sum of \$49.20 of the defendant, which amount plaintiff contends that defendant owes him for services rendered the defendant as cook, timekeeper and bookkeeper in the defendant's business. The cause was decided in favor of the plaintiff, whereupon defendant appealed to the Circuit Court of the First Judicial Circuit, Montserrado County; and the judge thereof having affirmed the judgment of the Municipal Court, the defendant again excepted, and has appealed the case to this Court for review.

In addition to the categorical denial by defendant of the claim of plaintiff, he also demurred to the complaint, contending that "there is a material variance between the declaration, or complaint, and the statement, or bill of particulars, filed in support of said complaint in that the complaint is to recover 'for value received' when the bill of particulars is 'for services rendered.'"

The Municipal Court, the original trial court, overruled said demurrer, and under the authority of section 18, page 13 of the Justice Code, the guide of the justices of the peace, with whom the Police Magistrate has concurrent jurisdiction in causes of this kind, ordered the amendment of said complaint to correspond with the bill of particulars, and proceeded to inquire into the merits of the case.

This Court says that the Police Magistrate committed no error in this ruling, as the Municipal Court aforesaid in those matters in which it has concurrent jurisdiction with the justices of the peace, has the same power of ordering amendments as that conferred by the law above cited on the courts of the justices of the peace. And moreover, the variance pointed out by defendant in this case is untenable in law. According to Judge Bouvier, "value received" is an expression which,

"when put in a bill of exchange, will bear two interpretations; the drawer of the bill may be presumed to acknowledge the fact that he has received value from

the payee; . . . or when the bill has been made payable to the order of the drawer and accepted, it implies that value has been received by the acceptor. . . . In a promissory note, the expression imports value received from the payee; . . . and sufficiently expresses a consideration; . . . although not necessarily in money." B.L.D., "Value received."

The amount claimed by plaintiff in this suit was in consideration of services rendered and constitutes, "Value received." For the legal import of it is something which is of value in the eye of the law, moving from the plaintiff, either of benefit to the plaintiff or of detriment to the defendant.

With reference to the facts as they appear from the record, this Court is of the opinion that there are issues raised by both parties proof of which is wanting. For example, the plaintiff contends that he was engaged by defendant as a cook, timekeeper, and bookkeeper, and that defendant promised to pay him for services rendered as such when he the defendant returned from America; but he failed to adduce evidence to prove that he rendered the threefold service, nor as to the time when defendant went to America and when he returned.

On the other hand the defendant contends that plaintiff was taken on in his business as an apprentice with no consideration other than his board and lodging. This fact defendant failed to adduce evidence to substantiate, although proof of these facts was essential.

In order that a court may impartially administer justice in a litigation pending before it, it shall be its duty to have light thrown on every relevant issue of fact that is brought out in the trial. This we observe was not done in the trial of this cause in the Magistrate's Court, thereby making it difficult for this appellate Court to decide in favor of either party; wherefore the judgment of the lower court should be reversed, and the cause remanded to the Circuit Court of the First Judicial Circuit

with instructions that it be remitted to the Municipal Court whence it originated, in order that all the necessary evidence having been adduced, judgment may be given for the party entitled thereto; and it is so ordered.

*Reversed.*