

PETER DAVIDSON, Plaintiff-in-Error, v. FIRE-  
STONE PLANTATIONS COMPANY, Defendant-  
in-Error.

WRIT OF ERROR TO THE CIRCUIT COURT OF THE FIRST JUDICIAL  
CIRCUIT, MONTSERRADO COUNTY.

Decided February 9, 1933.

Where a jury is disbanded without rendering a verdict, a new trial *ipso facto* is awarded.

In an action for damages for a wrong brought in the Circuit Court, the jury was disbanded before verdict and a new trial ordered. On appeal to this Court on a writ of error, *remanded*.

*Coleman, Simpson and C. B. Reeves* for plaintiff-in-error. *E. J. S. Summerville* for defendant-in-error.

MR. CHIEF JUSTICE JOHNSON delivered the opinion of the Court.

This action originated in the Circuit Court of the First Judicial Circuit, Montserrado County, and was brought by Peter Davidson, plaintiff in the court below, against Firestone Plantations Company, defendant in said Circuit Court.

The case comes before us by a writ of error issued by Mr. Justice Karnga.

The facts in the case appear to be as follows:

Peter Davidson, the plaintiff-in-error, was employed by Firestone Plantations Company as Manager Director of the Banking Department of that company operating under the name of the United States Trading Company Bank.

The letter of engagement of Mr. Davidson reads as follows:

"Firestone Plantations Company will accept and enter you as an employee of its Foreign Service in Liberia, from the date of your reporting to its General Manager in Liberia; your employment commencing at such a date and place will be upon the following terms:

"Your salary will be at the rate of \$500.00 per month payable monthly. The Company will provide living quarters for you including furniture. You are to provide necessary linen, rugs, blankets, silver and kitchen utensils.

"Your transportations out and return will be reimbursed by the Company except that no transportation is allowed in the event you voluntarily leave the company's employ before eighteen months' service in Liberia.

"You agree to perform faithfully such duties and orders as may be given you by the Company's General Manager in Liberia.

"You will be allowed your transportation to Great Britain and three months' vacation at full pay commencing date of departure from Liberia. It is understood that at the end of such eighteen months' service, before the commencement of such vacation, the Company shall have the right to require two additional months' service before the commencement of such vacation.

"You assume the risk and hazard connected with your work as a part of your employment in Liberia."

It appears from the evidence that plaintiff-in-error, in compliance with the terms of the engagement, came to Liberia during the month of December, 1930, and was accordingly employed as manager of defendant's banking operation and remained in said engagement for a period of several months when plaintiff-in-error was dismissed and five hundred dollars was placed to his credit in lieu

of notice. Plaintiff-in-error accepted the dismissal and the month's salary paid in lieu of notice and turned over the Bank to one Thow, his successor.

Subsequently he entered an action of damages for a wrong against the said Company.

The case was first heard by Judge Aaron J. George who instead of deciding upon the issue of law raised in the pleadings decided upon the facts laid in the complaint. This was error on part of Judge George.

The case was regularly heard at the February term, 1932, by Judge E. J. S. Worrell, who disbanded the jury before arriving at a verdict and ordered a new trial. The case therefore comes before us without a verdict and judgment. Under the circumstances this Court cannot do otherwise than to remand the case for a trial *de novo* at its February term of said court.

The Clerk of this Court is hereby ordered to send down a mandate to the court below informing the judge to this effect.

*Remanded.*