

D. R. HORTON and his Wife ORA HORTON,
Plaintiffs-in-Error, v. THE FOREIGN MISSION
BOARD OF THE NATIONAL BAPTIST CON-
VENTION, INC. in Philadelphia, Pennsylvania,
U.S.A., represented in Liberia by E. H. BOUEY, Agent,
Defendants-in-Error.

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

[Undated.]

Plaintiffs-in-error brought suit for breach of contract in the Circuit Court of the First Judicial Circuit. Judgment was rendered for defendants, and plaintiffs brought the case to this Court for review by writ of error. On stipulation by the attorneys of both parties concerning one of the facts in dispute, the *judgment is reversed* and the case remanded for a new trial.

Barclay & Barclay for plaintiffs-in-error. *G. H. Van Dimmerson* and *Wm. V. S. Tubman* for defendants-in-error.

PER CURIAM.

This was an action of damages for breach of contract brought in the Circuit Court of the First Judicial Circuit, by D. R. Horton and his wife Ora Horton, plaintiffs in the court below, now plaintiffs-in-error, against the Foreign Board of the National Baptist Convention, Inc. in Philadelphia, Pennsylvania, U.S.A., represented in Liberia by E. H. Bouey, agent, defendant in the said action, now defendant-in-error.

The case was heard and determined at the February term of said Circuit Court, the jury returning a verdict in favor of said defendant-in-error, whereupon the court rendered judgment for said defendants.

The plaintiffs being dissatisfied with the verdict and judgment rendered as aforesaid have brought the case up to this Court for review on a writ of error, assigning as error the following points:

1. Because when on the 25th day of February 1928, the plaintiffs-in-error, who were plaintiffs below, having rested oral testimony, offered in evidence the written contract between themselves and the defendants below, now defendants-in-error, said defendants objected to said contract on the ground that it had not been registered in Liberia four months after its execution in Philadelphia.

The court below sustained said objections and ruled out the said contract.

2. And also because thereafter on the same day the court below instructed the jury that plaintiffs-in-error having failed to prove their case, it was their duty to bring in a verdict for the defendants, on which said instructions the jury acted and brought a verdict accordingly, which instructions in the premises were manifest errors.

When the case was called for hearing in this Court, the parties in the action filed the following stipulations, to wit:

“STIPULATIONS TO REMAND CAUSE.

“We the undersigned Counsellors at Law for the Plaintiffs in Error and the Defendants in Error of the above entitled cause representing our respective parties in the said Cause, do hereby agree and stipulate that this Honourable Court, will remand the cause and the Court below be authorized to admit in Evidence the Contract of Employment the basis of this litigation as evidence in the said cause.

“Respectfully submitted,

BARCLAY & BARCLAY

Counsellors-at-law for Plaintiffs-in-Error

G. H. VAN. DIMMERSON AND WM. V. S. TUBMAN

Counsellors-at-law for Defendants-in-Error.”

In view of the foregoing, the judgment of the court below should be reversed, and the case remanded to said court for a new trial, with instructions to the court to admit in evidence the contract, the basis of the suit; cost to abide the result.

Reversed.