

JACOB H. LOGAN, Plaintiff-in-Error, *v.* CLEMENT JAMES, Authorized Agent for W. D. WOODIN & CO., LTD., Foreign Merchant of England transacting mercantile business in the County of Grand Bassa,
Defendant-in-Error.

WRIT OF ERROR TO THE CIRCUIT COURT OF THE SECOND JUDICIAL
CIRCUIT, GRAND BASSA COUNTY.

[Undated.]

The object of the writ of error is to review, scrutinize, and correct any error of law committed in the proceedings and during the trial of the case.

In an action of debt in the Circuit Court of the Second Judicial Circuit, Grand Bassa County, judgment was rendered for the plaintiff. The defendant brought the case to this Court for review by writ of error. *Judgment affirmed.*

David A. B. Worrell for plaintiff-in-error. *H. L. Harmon* for defendant-in-error.

MR. JUSTICE BEYSOLOW delivered the opinion of the Court.

This case emanates from the Circuit Court, Second Judicial Circuit, Grand Bassa County.

This is an action of debt which was brought and determined at the November term of court, 1929, by Messrs. W. D. Woodin and Company, Ltd., plaintiff, against Jacob H. Logan, defendant, to recover from him the sum of £95:19:5. The defendant failed to file an answer to the complaint of the plaintiff, thereby resting his case and defense on a denial of the facts claimed by the plaintiff. At the call of the case for trial, the defendant was represented by Attorney Aaron P. Worrell, an able advocate.

The plaintiff below introduced at the trial evidence which was not impeached against the defendant below.

The jury returned a verdict in favor of the plaintiff, and upon the verdict, the final judgment of the lower court was rendered on the 3rd day of December, 1929.

We have carefully examined the records of this case and scrutinized the evidence in full adduced at the trial. We note with great care the points raised by the plaintiff-in-error and the defendant-in-error, but the defendant-in-error submits for the consideration of the appellate court that the verdict and the judgment of the lower court should be affirmed because the plaintiff-in-error has entirely failed to contest or rebut any portion of the evidence adduced at the trial in proof of the said claim of debt. For reliance, see records of the evidence. We regard this point raised by the defendant-in-error as setting forth the entire law question in the case. The object of the writ of error is to review, scrutinize and correct any error of law committed in the proceedings and during the trial of the case; and further, we do not see that any material error exists in the trial, and counts 1 and 2 of the plaintiff-in-error's assignments of error are not true, are misleading, and are not supported by law, in that the said case having been docketed for trial at the November term, 1929, of the Circuit Court, on the second Monday of which the plaintiff-in-error had full notice and knowledge, the cause could have been continued upon a proper motion showing the legal grounds for such continuance.

The verdict of the jury in this case is in proper harmony with the facts presented and adduced at the trial and the judgment predicated thereon is a legal judgment. Defendant below waived his legal rights to contest the material issues of law in the case, as he should have done to entitle him to the full benefit of the writ of error. We have carefully considered the entire record in this case and conclude that the record is without material error, and order that the judgment of the lower court be hereby affirmed.

Costs against the plaintiff-in-error and it is so ordered.

Affirmed.