

CASES ADJUDGED
IN THE
SUPREME COURT OF THE
REPUBLIC OF LIBERIA
AT
MARCH TERM, 1948.

AL-HAJ MASSAQUOI, Appellant, *v.* MADAME
KUTU, Appellee.

ACTION OF DEBT.

Argued March 16, 1948. Decided April 30, 1948.

Where the debt is not denied but inadequate notice of a demand for payment is alleged, the Court will affirm the judgment of the lower court granting recovery if it deems the notice adequate.

On appeal in action of debt from a decision in plaintiff's favor, *judgment affirmed.*

MR. JUSTICE REEVES delivered the opinion of the Court.

The transcript of records of the proceedings in the court below reveal that Madame Kutu, plaintiff now appellee, sued Al-Haj Massaquoi, defendant now appellant, in debt, complaining that the defendant was indebted to her by virtue of two written instruments, copies of which she filed, in the sum of three hundred and sixty dollars and that upon repeated demands he had neglected to pay said amount.

The instruments filed are as follows:

“MONROVIA, LIBERIA, WEST
AFRICA, *November 5, 1939.*

£70:0:0.

“RECEIVED from Miss Kutu the sum of Seventy Pounds Sterling (£70:0:0) for investment. It is understood that a reasonable notice is to be given for refund.

“[Sgd.] AL-HAJ MASSAQUOI
Al-Haj Massaquoi.”

“*May 6, 1943.* Accrued interest at the rate of £0:6:0 per annum on the above sum—balance of interest is to be paid together with principal amount of £77:2:6 on August 31, 1943.

“[Sgd.] AL-HAJ MASSAQUOI
Al-Haj Massaquoi

“Witnesses:

Signed in Vai

(20 cents stamp)”

[The following endorsement appeared on this instrument:]

“*Dec. 3, 1943*

Interest of £2:0:0 (two pounds) paid up to and including December 31, 1943.”

“Interest paid up to and including November 1946, other interest having been paid up to and including this date or \$24.00 being paid today. 28/8/45.

“[Sgd.] AL-HAJ MASSAQUOI.”

“MONROVIA, *May 6, 1945.*

“I acknowledge the receipt also of twenty pounds sterling or \$80.00 (eighty dollars) as an additional sum due to Miss Kutu.

“[Sgd.] AL-HAJ MASSAQUOI.”

Appellant in joining issue did not deny said indebtedness but demurred, alleging that appellee had violated the terms of the written instrument dated November 5, 1939 by not giving reasonable notice that she demanded payment of said amount, the money having been given for the purpose of investment bearing interest of six pounds sterling per annum, which interest had been paid up to and including November 1946.

Judge Bouvier defines investment as:

“A sum of money left for safekeeping, subject to order, and payable not in the specific money deposited, but in an equal sum; it may or may not bear interest, according to the agreement.” 2 Bouvier, Law Dictionary *Investment* 1681 (Rawle's 3d rev. 1914).

It would appear that the trial was unduly protracted when it is considered that the only meritorious defense was that appellee had not given reasonable notice, which notice we are of the opinion was adequately given. Consequently we affirm the judgment of the court below with respect to appellee recovering the amounts due as per instruments filed, and reverse that portion of the lower court's judgment requiring the payment of costs which are hereby disallowed.

Affirmed.