

which was served upon appellant, we find that the point raised by appellant's counsel is well taken, and that the said notice is insufficient, as it was not served in the legal time.

We must here observe that rules of courts are laws by which the practice of the court is governed; and should be scrupulously adhered to, until they are abrogated or annulled. See legal maxim "The rule of the court is the law of the court."

We are not therefore disposed to set aside the rule herein before cited. The motion to dismiss is therefore overruled, and the case assigned for hearing.

*C. B. Dunbar*, for appellant.

*P. J. L. Brumskine*, for appellee.

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R. STEINBERG, Agent for J. W. West, River Cess, Appellant,  
*v.* W. G. GREYWOOD, Appellee.

ARGUED DECEMBER 16, 1915. DECIDED JANUARY 10, 1916.

*Dossen, C. J., and Johnson, J.*

1. There is a material difference between the relations of a merchant and his customers and those growing out of transactions between a merchant and his factors or agents.
2. In the former case the title to the goods passes to the customer in exchange for money or its equivalent; and the merchant is no longer responsible for them or bound to receive them back, unless otherwise expressly agreed.
3. In the latter case, the merchant retains title, and if any loss occurs, not growing out of the negligence or carelessness of his agent or factor, the latter is exempt from responsibility or liability.

Mr. Justice Johnson delivered the opinion of the court:

Debt—Appeal from Judgment. This case was an action of debt, brought in the Circuit Court of the second judicial circuit, Grand Bassa County, by R. Steinberg, Agent for J. W. West, River Cess, to recover a sum of money from W. G. Greywood, the defendant in the court below, now appellee.

On the trial of the action in the court below, the jury returned a verdict in favor of defendant, and judgment was accordingly entered on said verdict. The plaintiff excepted and appealed to this court, against said judgment, averring in his bill of exceptions, that the said verdict was manifestly contrary to the law, evidence and the legal instructions of the court.

It appears from the records that appellant entered into an agreement with appellee, by which he contracted to supply the latter with goods to enable him to carry on business at Grand Collah, in said county; and that during the transaction of the business, it became necessary for the Government of Liberia to suppress, by force of arms, an uprising of the Krus on the Bassa Coast; whereupon they looted the factories of appellee and other traders, who were compelled to escape to River Cess, for safety. These facts were admitted by both parties.

It was held by defendant that he gave notice to plaintiff that he had heard that there would be war between the Government and the Krus, and asked him to take off the goods from appellee's factories, and that said plaintiff neglected to do so. He therefore claims that as the losses were caused by circumstances beyond his control, he should be exempted from liability for the payment of the debt contracted by him.

There were several points raised in the pleadings that are not set out in the bill of exceptions; but, we deem them unimportant, and will therefore proceed to consider the evidence in the case, and the question raised by appellee, as to his lack of responsibility for the loss of the goods, and his exemption from liability for the payment of the debt.

And just here we must remark that there is a material difference between the relations of a merchant and his customers and those growing out of transactions between a merchant and his factors or agents.

In the former case, the title to the goods passes to the customer, in exchange for money or its equivalent; and the merchant is no longer responsible for them, or bound to receive them back, unless otherwise expressly agreed. See Bouvier's Law Dictionary (vol. 2, Sale); *Bakker v. Williams*, (1 Lib. L. R. 233) where it was held that the vendor is no longer responsible for goods sold after delivery of same to vendee or his representative. The title to same, then becomes vested in the vendee, and if destroyed the vendee bears the loss.

In the latter case, the merchant retains title, and if any loss occurs, not growing out of the negligence or carelessness of his agent or factor, the latter is exempt from responsibility or liability.

And this brings us to a consideration of the laws relating to such losses and the legal maxim *Actus Dei nemini facit injuriam*—

That no one shall be injured through the act of God, or the king's enemies.

Now it is true, and it would be unreasonable if it were otherwise, that those things which are inevitable, such as storms, tempests, lightning, war, or other agencies, which no industry can avoid, no skill prevent, shall not operate to the prejudice of those to whom no laches can be imputed.

In this case, however, it was clearly shown by the evidence that the relation of merchant and factor did not exist between the parties, but that the firm of J. W. West supplied appellee with goods in the ordinary way of credit. There was, also, no evidence to show that the firm had contracted to remove the goods, or produce when requested by the appellee. Under these circumstances, it is obvious that libellee cannot claim exemption from liability. We are therefore of the opinion that the judgment of the court below should be reversed, and it is so ordered.

*C. B. Dunbar*, for appellant.

*P. J. L. Brumskine*, for appellee.

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JOHN A. STEWART, Appellant, *v.* REPUBLIC OF LIBERIA,  
Appellee.

ARGUED NOVEMBER 3, 1915. DECIDED JANUARY 10, 1915.

*Dossen, C. J., and Johnson, J.*

1. In the cases brought before the Supreme Court for review, whether upon bill of exceptions or by other legal means, it is essential that every exception taken to the proceedings in the lower court, involving a question of law, should be supported by legal citations in the brief filed on behalf of the contending party.
2. Where there has been a failure, in this respect, the court will not feel bound to consider the point.
3. The court will only feel bound to give consideration to such citations in the brief filed, as go to support the contention of the party.
4. An instrument to be the subject of forgery, must be valid for the purpose for which it purports to have been designed.
5. Under the statutes of Liberia, fraud is made an element necessary to constitute forgery, and should not only be laid in the indictment but proved at the trial.
6. If from the evidence, the prisoner, against whom a verdict has been rendered, has not been found guilty of an offense in law, the court is bound to arrest judgment.