

SMITH v. TAYLOR.

Opinion delivered January 30, 1911.

JUSTICE OF THE PEACE—JURISDICTION IN MATTERS OF CONTRACT.—Under Const. 1874, art 7, § 40, providing that justices of the peace shall have original jurisdiction “exclusive of the circuit court in all matters of contract where the amount in controversy does not exceed the sum of one hundred dollars, excluding interest,” justices of the peace have exclusive original jurisdiction of all actions for unliquidated damages founded upon contracts.

Appeal from Sharp Circuit Court, Northern District; *John W. Meeks*, Judge; reversed.

David L. King, for appellant.

The circuit court had no original jurisdiction of this cause, and should have sustained the demurrer to the complaint.

MCCULLOCH, C. J. This is an action instituted by appellee against appellant in the circuit court of Sharp County, Northern District, to recover the sum of one hundred dollars alleged to be due as damages resulting from the alleged breach by appellant of his contract with appellee employing the latter as his agent to sell a certain tract of land. Appellee recovered judgment below for \$25.

The Constitution (art. 7, § 40) provides that justices of the peace shall have original jurisdiction “exclusive of the circuit court in all matters of contract where the amount in controversy does not exceed the sum of one hundred dollars, excluding interest.” It has been held by this court that the term “matters of contract” embraces an action for unliquidated damages when the action is founded upon a contract. *Stanley v. Bracht*, 42 Ark. 210; *Koch v. Kimberling*, 55 Ark. 547.

It follows that the circuit court had no jurisdiction of the cause of action set forth in the complaint. Therefore the judgment is reversed, and the cause dismissed.