tion of this court a matter purely of fact and not of law? Surely it does. The bill of exceptions represents to this court no defect in the character of the evidence that makes it a question of law, and therefore renders it insufficient to substantially prove the allegation of the plaintiff. Now it must be remembered that when a general exception does not specify whether the exception is to a matter of law or fact, such exception cannot be sustained on an appeal to this court. The reason is because the particular cause for the exception ought to be stated to the court below, and the opinion of the court, involving the principle for which the question was decided, ought to be made known to the court of appeal in order that this court should be informed of the premises upon which the case is decided in the court below, and upon which the court of appeal will be able to establish a precedent for the court in all cases analogous.

And for this reason the court adjudges that the judgment of the court below be confirmed, and that the appellee recover all costs incurred in this case since the appeal was taken.

W. S. ANDERSON, Appellant, *vs.* S. F. McGILL, Administrator of the Estate of John Brown Smith & Co., Appellee.

[January Term, A. D. 1868.]

Appeal from the Court of Quarter Sessions and Common Pleas, Montserrado County.

The opinion of the court is that the question raised by the appellant as to whether the appellee has a right to sue him in this action, as administrator of John Brown Smith & Co., is a mixed question of law and fact, and since the appellee alleges in his complaint that he is the administrator, the burden of proof rests on him.

The second exception taken also involved a mixed question of law and fact, that is, the question whether the administration of John Brown Smith had a right to sue appellant for debts due John Brown Smith & Co.

The evidence necessary to the proof of the authority of an administrator is his letters testamentary. No satisfactory evidence appears to the court on these points, so as to enable the court to know for which party the judgment ought to be given.

In respect to the "award," the court must say that an award must be final, else the court will not render judgment on it. In consideration of these facts, and for an impartial administration of justice, this court hereby remands this case to the Court of Quarter Sessions, Montserrado County, in which court it was originally tried, to be tried over again in a manner that will best serve to meet the ends of justice, and that all costs incurred since the appeal has been taken shall follow the final issue of the case.

RICHARD BINGHAM, Plaintiff in Error, *vs.* JOSE B. OLIVER, Defendant in Error.

[January Term, A. D. 1870.]

Appeal from the Court of Quarter Sessions and Common Pleas, Sinoe County.

General issue—Special plea—Lease to aliens—Ejectment.

1. Where a special plea is pleaded the defendant is not allowed to argue points of law raised in the general issue, but must confine himself to the defense set up in the special plea.
2. A contract made with an alien for the lease of land granted a settler under the Immigrant Allotment Act before title to same has been perfected, is void.
3. Plaintiffs in ejectment must recover upon the strength of their own title and not upon the weakness of the defendant's title.
4. A lease to an alien for ninety-nine years is an evasion of the prohibition of the Constitution and therefore unconstitutional. A lease of land to an alien for a term more than twenty years is against the Constitution and public policy, and is therefore void.

It is the opinion of this court that the court below erred in allowing the plaintiff in error to plead the law