veyance pending before the court, it shall be the duty of the court to inquire into the objection and if said objections are well founded the court shall refuse to probate said deed, mortgage, or other conveyance until such objections are removed."

We affirm that while judges of the Monthly and Probate Court cannot try title to real estate, still it is clear from the law above stated that judges of the Monthly and Probate Courts are empowered to take jurisdiction in matters of objections to disputed titles to the extent of finding the legality or illegality of the grounds of objections to probation and if they appear to be well founded to suspend the probation until the question of title shall have been decided. (Act, 1861, p. 91; I Lib. L. R. 51; *Blunt v. Barbour, Id.* p. 58.)

The third objection raised the question of affidavit.

We do not concur in the ruling of the judge setting forth that the objection should have been supported by affidavit. We agree that the judge erred in this point.

The court is of opinion therefore that the judgment not being in keeping with the principle of law, should be reversed, and it is so ordered.

Arthur Barclay, for appellants.

A. Karnga, for appellee.

ALFRED D. J. KING, Appellant, *v.* SHAD N. WILLIAMS, legal guardian of Roderick A. Deputie, Appellee.

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

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

1. There is no legal inconsistency in joining in the same complaint distinct counts which support the idea of special and exemplary damages, provided they are separated and pleaded in conformity with the rules of pleading.
2. An action of damages is the proper action for the redress of any unlawful injury for which the law has provided no other specific remedy.
3. A copy of any document, properly the subject of public records, to be admitted as evidence, should bear a certificate to the effect that it is a true and correct copy of the original as recorded.
4. The jury, except in the cases mentioned in section fifth of the Chapter on Injuries, Liberian Statutes, can only legally award damages to the amount of the loss or "inconvenience" sustained by the plaintiff, without regard to the degree of misconduct of which the defendant is found guilty.

Mr. Chief Justice Dossen delivered the opinion of the court:

Damages—Appeal from Judgment. This appeal grows out of an action of damages for trespass upon the realty adjudicated in the law division of the Circuit Court of the second judicial circuit at its February term, 1915.

The *res gestæ* of the action as the records exhibit may be briefly stated as follows:

Under the will of James H. Deputie, late of the District of Marshall, certain property situated in the settlement of Little Bassa, Grand Bassa County, had been devised to the father of Roderick A. Deputie, the beneficiary in this case, which had descended to him under the rule of descent.

That under a power-of-attorney granted by Moses T. Early and Evelena Deputie, administrator and administratrix of the estate, to appellant, defendant below, the said property had been placed in his charge and that he had leased parts of it to divers traders for commercial purposes who had improved same by the erection of factories thereon.

It appears from the records that there was a misapplication by appellant, defendant below, of the rents accruing from said leases, to the dissatisfaction of the administratrix, whereupon the agency of appellant over the property was cancelled and same placed in charge of appellee, guardian of Roderick A. Deputie, the heir-at-law of said property.

It further appears from the records that after the revocation of appellant's appointment over said property, he sought to set up title to same under color of deeds alleged to have been procured, from one A. Redd and another from the Republic of Liberia. Appellee contested the validity of these titles and under an action of ejectment established the *bona fides* of the title of his ward Roderick A. Deputie to the property in dispute, namely: lots 23, 24, 25 and 26.

Appellant, defendant below, after the determination of the said action of ejectment, notwithstanding it had resulted in favor of appellee, made forcible entry thereon and removed two buildings from one or more of said lots the same being lots, the right and title to which had been established in favor of the appellee, plaintiff below.

Out of this alleged wrongful act of the appellant, the action of

damages for trespass, grew and it is to the judgment and rulings of the trial court in said action that appellant excepted and has brought the case before this judicature for review.

From inspection of the bill of exceptions filed we find that the first objection is taken to the lower court denying a motion to dismiss the action submitted to the court's consideration by the attorney for appellant, defendant below, on the ground that the complaint prayed, "special and exemplary damages." This contention it would seem rested upon the hypothesis that special and exemplary damages were causes unsuited to the same complaint and could not be recovered in the same action.

We fail to discover any legal inconsistency in joining in the same complaint distinct counts which support the idea of special and exemplary damages, provided they are separated and pleaded in conformity with the rules of pleading.

"If the plaintiff has several causes of action against the same defendant suited to the same form of action he may include them all in one complaint," etc. (Vide Rev. Stat. Lib., ch. IV, sec. 5.)

Now an action of damages is the proper action for the redress of any unlawful injury for which the law has provided no other specific remedy. (*Id* ch. I, p. 31, sec. 14.) While the causes and circumstances under which courts will allow specific and exemplary damages are not always the same, and, the proof in certain respects differs as we shall show later, yet we think that these are matters of fact to be governed by the evidence adduced and do not furnish real grounds for dismissal.

The second exception is taken to the lower court overruling the question propounded by appellant's attorney to witness J. B. Williams, with respect to his knowledge of the correctness of the boundaries contained in a certain deed offered in evidence.

We cannot sustain the trial judge in his ruling on that point. The query, in our opinion, did not involve an opinion of witness, nor did it necessitate any expert knowledge of facts which the witness had not been called to prove. It involved only ordinary knowledge of the correctness of the descriptions contained in an instrument which was being employed by the appellee, plaintiff below, to establish his case, and, was, we think, a proper question to be asked on the cross-examination.

Passing over the third exception which we consider unimportant

we proceed to consider the fourth which is taken as follows: "Because when plaintiff offered in as written evidence a document purporting to be a copy of the last will and testament, of the late James H. Deputie, which was objected to by the defendant, because it failed to show that said will, of which it purports to be a copy, had been proved and probated, the court overruling the objection," etc. We are again unable to uphold the ruling of the lower court in this connection. We hold that a copy of any document properly the subject of public records, to be admitted as evidence, should bear a certificate to the effect that it is a true and correct copy of the original as recorded. Such certificate we hold is essential to establish its authenticity, as such. Again a will is a document which must be proved and under the statutes of Liberia, probated in order to establish its validity and give to it the force of evidence. The instrument objected to did not bear upon its face any indication that these plain requisites of the law had been complied with. Again, it had not been shown that the original had been destroyed or that it was beyond the power of plaintiff to procure it. While in this suit it appears immaterial to the conclusion to have in evidence the will in question (the fact that James H. Deputie had executed a will and devised certain lands in the settlement of Little Bassa to the father of the plaintiff's ward in whose behalf the suit was brought, being uncontroverted) still that fact does not tend to diminish in any degree the error of the court in its ruling upon the validity of the particular instrument offered in evidence as a copy of said will when considered in connection with the law of written evidence with which said ruling is in conflict.

The fifth exception is taken to the court below rejecting as evidence a certain deed from A. Redd to Henry A. Page, legal guardian of Jacob H. West, for lot No. twenty-two at Little Bassa, in the County of Grand Bassa, on which the house of J. H. Thorpe was situated, being one of the identical houses for which the plaintiff brought this action.

From inspection of the records we find that the trial judge predicated his ruling on this point upon the grounds, first, because the deed was irrelevant to the issue before the court; and further because in the action of ejectment which determined the title of plaintiff, now appellee, to the property in question the defendant now appellant, should have then and there proved his right to

the property by virtue of said deed if he relied upon it as evidence of that fact.

The opinion of the trial judge on this point seems to us sound and in consonance with legal principles. The legal title to the lands, upon which it was claimed the trespass had been committed, was tried and decided in the ejectment suit, when it was open to appellant to introduce as evidence any instrument which he may have held tending to support his title. It was not alleged that appellant was prevented at the time by any legal disability in making use of said deed in his behalf, and therefore it was logical to conclude that a waiver had been made of any benefit which the deed in question was calculated to produce in favor of the appellant.

Then again the deed upon its face does not purport to be one calling for any part or portion of the lands upon which it is claimed the trespass had been committed, in that it is a deed for lot number twenty-two whereas the alleged trespass was committed upon lot number twenty-three. Nor does it contain any descriptions of boundaries and abuttals that could lead to the conclusion that a mistake had been made in setting out the number. In fact, apart from the number stated therein, there is nothing stated in the instrument to indicate what particular parcel of land it purports to convey, it being devoid of those descriptions of boundaries and abuttals usually contained in such instruments. It would appear to us reasonable that supposing the deed was a valid one the failure on the part of the defendant, now appellant, to make the proper use of it at the proper time in support of title in the action of ejectment, in which the title to the land was involved, would operate as a bar to his doing so in this suit.

We come now to the sixth and seventh exceptions involving the verdict of the jury and the judgment thereupon. Let us see first if the verdict of the jury was supported by the evidence adduced at the trial and, secondly, whether there was legal proof of special and exemplary damages to warrant the findings of the jury.

Summing up the evidence for the plaintiff, now appellee, we find the allegations in the complaint with respect to the commission of the trespass to be substantially proved.

Witness McIntosh testified that appellant pulled down and removed two frame and one thatch houses from the lands recovered by

appellee in his suit of ejectment; and that this was done after the determination of the action of ejectment.

That sometime before the suit the land had been surveyed in the presence of himself and appellant and that appellant had acted as agent, under power-of-attorney granted by the administratrix of Roderick A. Deputie Sr., over said lands.

This evidence was supported by that of the appellee, plaintiff below, who testified that appellant, defendant below had held an agency over the lands for about three years; that after his appointment had been revoked and witness appointed in his stead, he showed appellant the deed for the lots upon which the houses, the subject of the trespass in this suit, stood and that he admitted the same to be correct.

That two of the houses were substantial zinc houses and one a substantial thatch house. That the former two were built at a cost of $1,000.00 and $500.00, and the latter was worth about $300.00. That the buildings were pulled down by appellant after the question of title to said lands had been settled in the ejectment suit. The evidence of witnesses J. B. Williams and Higgins substantially corroborated the testimony given by the two preceding witnesses except with respect to the value of the house built by Canaan Bros., which Higgins stated to be worth about $300.00.

The appellant, defendant below sought to rebut this evidence and for this purpose placed upon the stand T. M. Moore, a surveyor of the County of Grand Bassa. We regard the evidence of witness Moore of much weight so far as it relates to the lands in question (because of his peculiar knowledge as a surveyor of the County of Grand Bassa), with respect to lands, the ownership of which, he was called to the stand to establish in favor of the defendant, now appellant. But from the records it is clear, that Moore's statement did not in the least degree support the contention of the defendant now appellant, namely: that the lands from which the said houses had been removed are the property of appellant and not the same recovered from him by appellee in the preceding suit of ejectment.

On the contrary Moore stated that he was unable to say that the house built by Canaan Bros., forming part of the subject of the trespass, was *not* upon the lands of appellee. The appellant also sought to prove by this witness adverse title to the lands, but in this respect also his defense broke down, witness failing to establish

in him the least shadow of title either through Ambros Redd or any other medium.

The appellant, defendant below, was upon the stand in his own behalf and in his evidence admitted the fact of removing the houses, and this after the determination of the ejectment suit; but sought to testify his act by alleging that he bought one of the houses in question from the agent of J. W. West.

Scrutinizing the evidence of both sides as we have endeavoured to do, we feel no hesitancy in saying that the appellee, plaintiff below, made out a legal case against the defendant, now appellant, so far as relates to the commission of the trespass and that the verdict of the jury in this respect is well-founded.

There is however, one aspect of the verdict and the judgment thereon with which we do not agree; namely: the amount of damages awarded.

Obviously the jury was influenced by the belief that this action belongs to that category of suits for damages where the jury in measuring may go beyond the limits of the loss, or inconvenience traceable to the misconduct of the defendant and award a higher amount as what is known in law as exemplary damages.

While it may be true that at common law a jury would be authorized in such cases of flagrant, outrageous acts, as those proved against the appellant, to exceed in their award of damages the sum specifically proved, yet it must be borne in mind that the statutes of Liberia have placed a limitation on causes, in which a jury may so act. The case at bar, it is clear, does not fall within the category of such cases of personal injuries which our statutes regard as partaking of a criminal nature, and, in which a jury may increase the damages as punishment for the wrong. The statutes have specified all such causes; they will be found enumerated in the fifty-second section of the Chapter on Injuries.

The verdict and judgment is therefore erroneous in this respect. We affirm that in this case the jury could only legally award damages to the amount of the "loss or inconvenience" sustained by the plaintiff, now appellee, without regard to the degree of misconduct of which the defendant, now appellant was found guilty.

Now what was the loss sustained in this case? The complaint alleged that it was two frame houses and one thatch house and an unqualified number of trees. The evidence proved the removal

of the houses but there was no evidence to prove any description of trees, etc. As to the value of those houses the evidence varied. Appellee, plaintiff below, in his evidence in his own behalf stated their value at $1,000.00, $500.00 and $300.00 respectively. Witness Higgins testified to the value of one of the houses which he placed at $300.00. The appellant, defendant below, testified in his own behalf that he paid £20, for one of the frame houses and $12.00 for the other. Between such divergency in the evidence on the valuation of the said houses it is difficult to accurately estimate the actual damages sustained growing out of the unlawful acts of appellant in this regard. It is however, obvious that the damages awarded are excessive and that the jury, under a misconception of the law relating to exemplary damages did not measure same in conformity with the evidence of the actual loss sustained, but went further and increased same by way of allowing exemplary damages, which as we have said could not be allowed in the case at bar.

Exercising the power granted unto this court by the law of appeals, we deem it equitable and just to amend the judgment as far as it relates to the amount of damages by reducing same to $1,000.00 which we regard as just compensation for the losses proven to have been sustained by appellee, and which it is hereby adjudged he shall recover from appellant. In all other respects the judgment should be affirmed, and it is hereby so ordered.

L. A. Grimes, for appellant.

J. H. Green, for appellee.

WENDALL P. ROBERTS, Appellant, *v.* J. AZARIAH HOWARD and MATILDA A. HOWARD, his wife, Appellees.

ARGUED DECEMBER 21, 1915. DECIDED JANUARY 10, 1916.

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

1. **Where in a case, the facts are admitted leaving only issues of law to be determined, it is not error for the court to hear and determine same, without the intervention of a jury.**
2. **A contingent remainder is one limited so as to depend upon an event which is dubious or uncertain, and may never happen or be performed, or, not until after the determination of the particular estate.**
3. **If, however, the condition is one that must happen at some time, so as to give effect at some period to the second estate, the remainder will be regarded as vested.**