ed, took as tenant in tail. The words of the will are: 'To *S. J.* 'Partridge, for and during the term of his life, and from and af- 'ter his deceaſe, to his firſt and other ſons in tail male; and, in 'caſe of his death *without iſſue* of his body, remainder to *John* 'Innes *in fee*, remainder *in fee* to the plaintiff.' Mr RICKETTS cited 2 *Bac. Ab.* 6; *Vent.* 231; *Ferne* 117. 124; and then tendered the deed from *Partridge* to *Froſt;* but Mr BAKER objected to its production, ſaying he had done ſo with ſucceſs in the original action of replevin. He argued, that *Partridge* took only an eſtate for life; he laid great ſtreſs on the words, 'in caſe of his death 'without iſſue of his body,' and cited *Eq. Ca. Ab.* 181. 182. 183. and 184. *Shaw* and *Wade*, *Backhouſe* and *Wells*, *Moor* and *Parker*. BROWNE, *contra*, 2 *Bac. Ab.* 58. *Robinſon's* caſe; *Ib.* 57; 2 *Eq. Ca. Ab.* 313; 1 *Bur.* 46. Mr ADVOCATE-GENERAL replied. The majority of the COURT allowed the objection, (CH. JUST. *diſſentiente*), and the jury gave a

Verdict for the Plaintiff, L. 78 : 1 : 3.

Mr RICKETTS objected to the including the coſts of the replevin in this action; but the account was given in evidence to the jury. Mr BROWNE made a new point in his argument on the evidence, aſſerting, that the deviſe was *void* as a *perpetuity*. However, here is a judgment in replevin on the title; beſides, the eſtate was to veſt within *lives in being*, and though a remainder after a *fee*, yet good as an executory deviſe.

DUKE and DUCHESS of CHANDOS *verſus* FEARON et UX. *Nov.* 1.

WRIT of enquiry to aſſeſs damages occaſioned by the change of poſſeſſion of *Hope* eſtate, under a judgment in ejectment, reverſed by the KING in Council; tried by conſent at the Aſſize Court, and by a ſpecial jury. Beſide what had been recovered by the defendants, a conſiderable part of the land, moſt of the ſlaves, and the right to the water, belonged to the plaintiffs, and remained in their poſſeſſion; and while the defendants held the reſt, the canes on the plaintiffs part were manufactured on *Papine*, an adjoining eſtate. Mr ATTORNEY-GENERAL ſtated damages under ſix ſeveral heads, *viz.* 1. The value of 98 hogſheads and 102 puncheons of ſugar and rum made by the defendants; 2. Loſs for delay in taking off the crop in due time; 3. Loſs ſuſtained by the plaintiffs for want of the *works* to take off the canes of their *own* land; 4. Damages to the *ſucceeding* crop by miſmanagement in 1784; 5. Coſts in error paid by the plaintiffs to their own attorney; and, 6. A proportion of the rum allowed to *Papine* for liberty to grind the canes growing on the plaintiffs lands. The whole amounted to near L. 10,000.

Mr *Eaſt*, the *Duke's* attorney, being produced as a witneſs, after he had been examined for ſome time, Mr RICKETTS objected to his giving evidence of *conſequential* damages, inſiſting that meſne profits only can be recovered, 1 *Rolle Ab.* tit. *Error* 805; *Ibid.* 778; 13 *Co. Rep.* 19. *Menvil's caſe*; as to the words of the judgment of Reverſal in Error, *Cro. Jac.* 628. ADVOCATE-GENERAL, *contra*, alleged, that a ſugar-plantation being a manufactory, ought to be judged of by rules different from thoſe that prevail in eſtimating damages on reſtitution of eſtates in *England*. He obſerved, that the changing the poſſeſſion (till final judgment) had been much reprobated at the Cockpit; that 16 and 17 *Cha.* II. ſuppoſes *waſte* recoverable, as *Buller* 87. referring to that act, ſays, 'That the Court may award a writ of 'enquiry, as well of the meſne profits as of the damages, by 'any waſte committed after the judgment.' (*Vide* the caſe how qualified). He alſo cited *Sayer* on Damages 88. to ſhow, in an action for meſne profits, coſts of the ejectment may be recovered. (*Note.* The book ſays it may be ſo, where the judgment is againſt the *caſual ejector*; *quære*, When otherwiſe?) Mr REDWOOD, in reply, argued, that this is not a caſe of conſequential damages; and even that the writ here is not equivalent or analogous to an action of *meſne profits*, becauſe under a judgment, and *meſne profits* imply a previous *treſpaſs*; yet he afterwards admitted, that in *England* a writ of enquiry operates as to *meſne profits*, (Why ſhould it be different here?) He doubted whether 16 and 17 *Cha.* II. extends to this country. The COURT over-ruled the objection, obſerving, that in charging the jury, a diſcrimination ſhould be made between what ought, and what ought not to be allowed in aſſeſſing the damages. Then the evidence for the plaintiffs was gone through, and witneſſes produced on behalf of the defendants, to ſhow that the eſtate was fairly and judiciouſly managed; and that after deducting the coſt of ſupplies and contingencies for the eſtate, the neat balance ariſing to the defendants was but L. 1266: 8: 11, which Mr *Mitchell* (their ſurety) had offered to pay to Mr *Eaſt*. Counſel on both ſides having ſpoken on the evidence, the COURT, after ſtating what had, and what had not been proved, left it to the jury, who gave a verdict for the plaintiffs for L. 2052: 0: 7, which correſponded to the opinion of the Court very nearly.

REX *verſus* WILLIAM JONES, *November* 2.

INdictment for a miſdemeanor. The priſoner being one of the *Deputy Marſhal*, *Floyd's* people, had fraudulently obtained from one *Aſhbridge* a promiſſory note for L. 9, and L. 3 in caſh, by