cumstances it was held that the square was sufficiently defined by such evidence.

Where it is clearly intended to give some tangible benefit to a grantee by such a covenant in the conveyance to him, and it formed a part of the consideration which induced his purchase, the Court will go far to give effect to the language, whatever hardship may be occasioned to the party who has entered into the engagement.

Where the person who was building the house objected to, held under an agreement for a lease, but had made no outlay on the property till after notice was served on her, nor paid any rent,

Held, she was not in the same position as an innocent person holding for value under a completed instrument, and the erection of the house must be stopped.

Where the square had been built upon for years without objection by purchaser or his vendee, the plaintiff, but the building had been done by certain purchasers under a mortgage executed by D. before he conveyed to B.,

Held, no proof of acquiescence, as they could not have objected with effect. *VanKoughnet* v. *Denison*, 349.

Right to insure pending sale.]—*See* INSURANCE, 1.

See WILL, 1.

SCOTT ACT.

See TEMPERANCE ACT, 1878.

SEAL.

The *testimonium* clause in a power of attorney declared that the principal set his hand and seal to the instrument. The attestation clause declared that it was signed and sealed in the presence of a subscribing witness, and opposite the signature of the principal was a visible impression made by the pen in the form of a scroll, in which was inscribed the word "seal."

Held, a sufficient sealing of the document. *Re Bell and Black*, 125.

SESSIONS.

Amendment of conviction by, not a quashing.]—*See* CONVICTION.

SHIPS.

Sale of vessel—Written agreement—Admissibility of—Verbal warranty as to class — Breach—Measure of damages.]—The defendants bought a vessel from the plaintiff, who, as the jury found, warranted her to class B. 1, and promised to get her insured in a company, of which he was agent, for $1,400. She would not class as B. 1, and no insurance could be effected under that class, but defendants sailed her uninsured until she foundered and was totally lost. In an action for the purchase money

Held, that the measure of damages to which defendants were entitled for breach of the warranty was not the $1,400, for which she might have been insured, but the sum which it would have taken to make her class B. 1, which it was for defendants to shew.

A mortgage was executed to secure the purchase money, and registered with the Customs, and annexed