

1909, and that subject to the raising of the £12,000 for the purposes of the marriage settlement, the moneys representing such share were payable to the plaintiff unaffected by her covenant, which he held must be read and construed in the light of the trusts created by the assignment of even date and not so as to defeat those trusts. And he further held that the plaintiff's share in the fund (other than the mortgage debts assigned) which fell into possession on the brother's death was caught by the covenant in the settlement whereby the plaintiff bound herself to settle after-acquired property.

DISTRESS DAMAGE FEASANT—IMPOUNDING DISTRESS—POUND MORE THAN 3 MILES DISTANT—1 & 2 P. & M. c. 12, s. 1—(R.S.O. c. 342, s. 14).

Coaker v. Willcocks (1911) 1 K.B. 649 may be briefly noted for that a Divisional Court (Darling and Bucknill, JJ.) decided that when a distress is made of animals damage feasant, the statute 1 & 2 P. & M. c. 12, s. 1 (R.S.O. c. 342, s. 4), which provides that no distress of cattle shall be driven out of the hundred, etc., except it be to a pound overt within the shire not above three miles distant from the place the distress is taken, does not preclude the distrainer from driving the distress to a pound within the hundred, etc., although it be more than three miles from the place where the distress was taken.

LANDLORD AND TENANT—LEASE—EXECUTED CONTRACT—INNOCENT MISREPRESENTATION—RESCISSION—JURISDICTION—"VALUE OF PROPERTY"—COUNTY COURTS ACT, 188° (51-51 VICT. c. 43), s. 67—(10 EDW. VII. c. 30, s. 32 (1) (c), (e), (i), ONT.).

In *Angel v. Jay* (1911) 1 K.B. 666 the action was brought in a County Court to rescind a lease on the ground of misrepresentation. Neither the lessee's nor the lessor's interests in the property exceeded in value £500, but the value of the freehold did exceed £500. The misrepresentation complained of was that the drains were in order, when in fact they were not, the misrepresentation was made innocently and without any intention to defraud or deceive. The County Court judge granted the relief prayed; but the Divisional Court (Darling and Bucknill, JJ.) overruled his decision on two grounds; first, that the contract being executed, the court had no equitable jurisdiction to rescind it, as the misrepresentation did not amount to fraud; and second, because the jurisdiction of the County Court was