

DIGEST OF ENGLISH LAW REPORTS.

presentation was innocent, it did not entitle K. to rescind his contract for shares, since it did not affect the substance of the matter, K. having got shares in the very company in which he had applied for them, and which shares were of considerable value. — *Kennedy v. Panama, &c., Mail Co.*, Law Rep. 2 Q. B. 580.

See CHARTER PARTY; DIRECTORS, 1; SALE; SHIP, 2; ULTRA VIRES.

CORPORATION.—See COMPANY.

COSTS.—See ADMIRALTY, 2; EQUITY PLEADING AND PRACTICE, 3; WILL, 2.

COVENANT.—See BANKRUPTCY, 4; ULTRA VIRES.

CUSTOM.

The owners of a fishery, had, since the reign of Elizabeth, granted for a reasonable fee licenses to fish, to all inhabitants of certain parishes who had served seven years' apprenticeship. In an action by one so qualified against the owners for not granting him a license on payment of the usual fee, *held*, that as every act of fishing had been by license, there had been no enjoyment as of right so as to give rise to a custom. *Seem*, that it is no objection to a custom that it requires a reasonable fee, and not a fee of fixed amount.—*Mills v. Mayor, &c., of Colchester*, Law Rep. 2 C. P. 476.

DAMAGES.—See ADMIRALTY, 2; CHARTY PARTY, 1; COMPANY, 1; HIGHWAY, 2; SHIP, 2; SLANDER.

DEDICATION.—See HIGHWAY, 1.

DEED.

A., owning an undivided moiety of a messuage in R. Street, in fee, and having a lease of the other moiety with a covenant not to assign without license, by deed, reciting that he was seized in fee of the messuage in R. Street, and was also possessed of two leaseholds, one in N. Street, the other in C. Street, mortgaged in fee all his estate and interest in the messuage in R. Street, in the most general words, and also granted to B. an underlease of the premises in C. Street, and covenanted to assign to B. the premises in N. Street, as security for a debt. *Held*, that the undivided moiety in fee which A. had in the messuage in R. Street alone passed by the deed, and not his leasehold interest in the other moiety.—*Francis v. Minton*, Law Rep. 2 C. P. 543.

See INSURANCE, 1.

DEVISE.

1. If an estate is given to A. for life, and the remainder to the "issue" is accompanied by words of distribution, and by words which would give an estate in fee or tail to the issue,

A. has only a life estate, and this whether the estate in fee or tail to the issue is given expressly or by implication.

By will made in 1806, the testator gave lands to A. for life, and after his death "to the use of all and every the issue, child, or children of A., in such shares, manner, and form as A. shall appoint;" and "in default of such issue" over. *Held*, that as A. had power to appoint to his children in fee, they would take by implication, in default of appointment, an estate in fee, and that therefore A. had a life estate only.—*Bradley v. Cartwright*, Law Rep. 2 C. P. 511.

2. Devise of house to my nieces, L. and E., and to their children, and, if they have none, to W. and his children, "the furniture to go with the house." Neither of the nieces had any children at the date of the will. *Held*, that the gift of the furniture was a sufficient reason for not vesting estates tail in the nieces, and that they took the house and furniture for their lives, with immediate remainders to the children of each. — *Grieve v. Grieve*, Law Rep. 4 Eq. 180.

See LEGACY; TRUST, 1; WILL, 4.

DIRECTORS.

1. Where a person who has been drawn into a contract to purchase shares by the fraudulent misrepresentation of directors, brings a suit to rescind the contract, the misrepresentations are imputable to the company. But if such person, instead of seeking to set aside the contract, sues for damages for deceit, he can maintain such action only against the directors, and not against the company. — *Western Bank of Scotland v. Addie*, Law Rep. 1 H. L. Sc. 145.

2. If the articles of a company do not prescribe how many directors shall be a quorum, the number who usually act in conducting the business will be a quorum. A forfeiture of shares by two out of six directors held valid. — *Lyster's case*, Law Rep. 4 Eq. 233.

DISCOVERY.—See PRODUCTION OF DOCUMENTS.

DISTRESS.—See LANDLORD AND TENANT, 1.

DIVORCE.—See HUSBAND AND WIFE.

DOMICIL.—See RESIDENCE.

EASEMENT.—See WAY.

ECCLESIASTICAL LAW.

The consecration of a church extends to the vaults beneath. The officiating clergyman need not stand on consecrated ground while performing the burial service.—*Rugg v. Kingsmill*, Law Rep. 1 Adm. & Ecc. 343.

ENTRY.—See LANDLORD AND TENANT, 1.

EQUITY.—See INJUNCTION.