

DIGEST OF ENGLISH LAW REPORTS.

to a winter one, which materially affected the risk and rate of premium. *Held*, that there was an implied understanding that the vessel should be at Montreal within such time that the risk should not be materially varied.—*De Wolf v. Archangel Insurance Co.*, L. R. 9 Q. B. 451.

6. The plaintiffs insured their goods in a marine policy for an amount greatly exceeding their value, without disclosing the overvaluation to the underwriter. It was proved in an action on the policy that it was the custom of underwriters to take into consideration whether an overvaluation was so great as to make the risk speculative. *Held*, that it was proper to leave to the jury the question whether the plaintiff's valuation was excessive, and whether it was material to the underwriters to know of such excessive valuation.—*Ienides v. Pender*, L. R. 9 Q. B. 531.

See MUTUAL INSURANCE COMPANY.

INTENTION.—*See* GIFT.

INTEREST.

Devise of an estate in trust for sale and out of the proceeds to pay certain legacies. Interest ordered to be paid on the legacies from a year after the testator's death.—*Turner v. Buck*, L. R. 18 Eq. 301.

See JUDGMENT, 2 ; LEGACY, 3 ; MORTGAGE.

JOINT TENANCY.—*See* DISTRESS.

JUDGMENT.

1. A judgment was recovered by the plaintiff against the defendant in China, and an action on the judgment brought in the Queen's Bench in London, in which action judgment was signed by default. *Held*, that there was no cause of action arising in London so as to give the Lord Mayor's Court jurisdiction.—*Tapp v. Jones*, L. R. 9 C. P. 418.

2. A warrant of attorney was given to secure payment of a sum of money "with interest thereon at and after the rate of £5 per cent. per month, on the 2d of June next, judgment to be entered up forthwith." *Held*, that judgment was to be entered for said sum with interest at £5 per cent. per month up to June 2d : and that after June 2d interest at 4 per cent. per annum would be allowed.—*Cook v. Fowler*, L. R. 7 H. L. 27.

JUDGMENT CREDITOR.—*See* ELEGIT.

JURISDICTION.

A foreigner will not be allowed to bring suit in a British court against a foreigner respecting property situate in a foreign country.—*Matthaei v. Galitzin*, L. R. 18 Eq. 340.

See JUDGMENT, 1 ; PLEADING ; WILL, 5.

LACHES.—*See* CHECK.

LANDLORD AND TENANT.

A lessee covenanted to "bear, pay, and discharge the sewers rate, tithes, rent-charge in lieu of tithes, and all other taxes, rates, assessments, and outgoings whatsoever, which should be taxed, rated, charged, assessed, or imposed upon the devised premises, or any

part thereof, or upon the landlord or tenant in respect thereof." *Held*, that the lessee was liable for the expense of a drain which the local board had authority to compel the lessor to make.—*Crosse v. Raw*, L. R. 9 Ex. 209.

See NOTICE TO QUIT.

LAPSE.—*See* LEGACY, 2.

LEASE.—*See* LANDLORD AND TENANT ; NOTICE TO QUIT ; VENDOR AND PURCHASER.

LEGACY.

1. A testator directed that his legacies to charities should be first paid out of such part of his estate as should be legally applicable to such purposes. The testator borrowed £6,800 from a bank, and the loan was unpaid at his death, when £629 stood to his credit at the bank. *Held*, that the smaller sum was not an asset at all, and formed no part of the pure personality.

At the time of the testator's death, £90 remained in the hands of his agent ; but a larger sum was due the agent for commissions on rents. *Held*, that said sum must be set off against the amount due the agent, and that it formed no part of the pure personality.

The sum of £861 was due to the testator as arrears of rent from land for which he was owing ground-rent. *Held*, that said sum formed a part of the pure personality.

A sum was due the testator as apportioned rent of the leasehold estates. *Held*, that said sum was pure personality.

The testator gave £200 to each of ten poor clergymen, to be selected by O. *Held*, that said gifts were not charitable legacies.

The testator gave a certain sum to each of twenty charitable institutions, and added a codicil to his will in these words : "Presuming and believing that the rental of my estate will produce £16,000, I desire my executors to appropriate £4,000 more to the established institutions of the country." The rental of the estate did not produce the above sum. *Held*, that the gift in the codicil failed.—*Thomas v. Howell*, L. R. 18 Eq. 198.

2. A testatrix gave an estate for life to her daughter, with remainder to her daughter's children, provided that if said bequest be not claimed by the daughter within three months after the testatrix's decease the bequest should lapse, and the amount thereof be considered part of the residuary estate. No notice of the legacy was received by the daughter, who, therefore, made no claim within said three months. *Held*, that said bequest lapsed, and that the legacy fell into the residue.—*Powell v. Raule*, L. R. 18 Eq. 243.

3. A testator devised certain estates to several of his children, and then gave his personality to all of them ; but directed that the shares of his children in his property should be equal, and that to that end the shares of real estate devised to certain of his children should be taken at the values named in his will. The executor absconded to America with the personal estate, but a large portion of it was recovered after several years. *Held*, that the sums recovered must be consid-