

DIGEST OF ENGLISH LAW REPORTS.

by ships to be declared, and subsequently declared for hides on the Socrates. The hides were in fact shipped in both instances on the Socrate, which was afterward lost. The jury found that both parties to the second insurance meant to insure hides on the vessel on which they were shipped, whatever her name might be. *Held*, that in the first case there was a misrepresentation, the statement of belief being tantamount to an assertion of the fact; and that the defendants were not liable; but otherwise as to the second insurance, as that was effected in a different transaction, in which, considering the finding of the jury, the misnomer was of no consequence.—*Ionides v. Pacific Insurance Co.*, L. R. 6 Q. B. 674.

JOINT AUTHOR.—See AUTHOR.

JUDGMENT.—See BILLS AND NOTES, 2; ERROR; EXECUTION.

JUDGMENT CREDITOR.—See COMPANY, 2.

JURISDICTION.—See PARTNERSHIP, 1.

JURY.—See INN-KEEPER.

LANDLORD AND TENANT.—See LEASE.

LEASE.

1. A corporation passed a resolution in 1860, agreeing to let to the plaintiff "the frontage" of a field, "with the flat part of the beach opposite." The plaintiff entered and paid rent, but, in 1864, receiving notice to quit, he asked for a lease, which was refused by the corporation, which, after some negotiation, brought ejectment against the plaintiff. The plaintiff filed a bill for specific performance, and to restrain the ejectment. *Held*, that the corporation was bound by acquiescence, and must perform their agreement, though not under seal. And that the boundaries of the field on the water were lines drawn from the extremities of the field perpendicular to the sea-coast, and extending to high-water mark.—*Crook v. Corporation of Seaford*, L. R. 6 Ch. 551; s. c. L. R. 10 Eq. 678.

2. J. K. leased land described as containing 5 A. 2 R. 20 P., to L. at a rent of £100 a year. The lease contained these words, "It shall be lawful for the said J. K., at any time during the continuance of this demise, upon giving to the said L. one month's notice, in writing, of his or their (*sic*) intention to resume, for building purposes, the possession of any portion of the premises hereby demised, it shall be lawful for the said J. K., his heirs or assigns, to enter into such possession, and thereupon and on obtaining such possession, it is hereby agreed that the portion of ground so taken should be valued at the rate of £20 per acre, and that the rent hereby reserved shall be proportion-

ally reduced." J. K. covenanted to stand seised to the use of himself and V. K. as tenants in common. Notice of intention to resume the entire premises, signed by J. K. and V. K., was given to L., who subsequently brought ejectment. *Held*, that J. K. and V. K. were entitled to resume possession of the whole of the land, and were not restricted to five acres. 2. That the notice given was good. 3. Notice having been given and ejectment brought, actual entry was unnecessary. 4. *It seems* that the above clause was not a technical condition capable of being destroyed by the above severance of the reversion; and if it were, J. K. and V. K. would have the rights of J. K. under the lease, by 23 & 24 Vict. c. 154.—*Liddy v. Kennedy*, L. R. 5 H. L. 134.

See COVENANT, 1, 3, 4.

LEGACY.

1. A testator gave his personal estate to his wife for her absolute use and benefit; and certain freehold estate was charged with payment of his debts, with surplus to his wife; other real estate he devised absolutely to his wife; and other real estate to his wife for life, remainder over. Said freehold estate was insufficient to pay his debts. *Held*, that the specifically devised personal and real estate must contribute ratably.—*Powell v. Riley*, L. R. 12 Eq. 175.

2. In 1868, a testatrix bequeathed a sum to the treasurer for the time being of the fund for the relief of the clergy of the diocese of W. Said diocese, in 1868, included the archdeacons of W. and C., but until 1837, included only the archdeaconry of W. Until 1837, there was a society of the diocese for the above purpose, and this society, when the diocese was enlarged, was restricted to the archdeaconry of W. There was a similar society in the archdeaconry of C. Evidence was offered to show that the testatrix and her parents had contributed to the society in the archdeaconry of W. *Held*, that the evidence was admissible, but that the legacy was to a charitable object, to which effect must be given by dividing the sum between the two societies.—*In re Kilvert's Trusts*, L. R. 12 Eq. 183.

3. Bequest of personal estate "in aid of an endowment for the Welsh church now in course of erection at A.," and a further bequest in trust, "to be applied in aid of erecting or of endowing an additional church at A." There was no additional church in the course of erection at A. at the date of the testatrix's will or death. *Held*, that the