

Lodge's Lessee v. LEE.

Grant of island.

A grant of an island by name, in the Potomac river, superadding the courses and distances of the lines thereof, which, on re-survey, are now found to exclude part of the island, will pass the whole island.

EJECTMENT, by Lodge against Lee, for part of an island in the Potomac river, called Eden, but now generally called Lee's island.

The plaintiff's lessor had taken up the land, in the year 1804, as vacant, supposing that the defendant's claim must be bounded by the course and distance, allowing one degree of variation for every twenty years since the certificate of survey was made, under which the defendant claims.

The defendant claimed under a patent from the lord proprietor of Maryland, dated in 1723, which granted to Thomas Lee, "all that tract or upper *238] island of land, called Eden, lying and being in Prince George's county, beginning at a bounded maple, near ten miles above the second falls, and opposite to a large run on the Virginia side, called Hickory run, and standing upon a point at the foot of the said island, and running thence north sixty degrees, west sixty perches," &c. (giving the course and distance of every line to the beginning tree), "containing and laid out for 320 acres of land, more or less."

THE COURT below instructed the jury, that the grant to Thomas Lee passed the whole of the land called Eden, and that the lessor of the plaintiff is not entitled to recover. Verdict and judgment for plaintiff; which opinion and judgment were, by this court, without argument, affirmed.

Judgment affirmed.

FINLEY v. LYNN.

Relief in equity.—Reformation.

A bond, executed in pursuance of articles of agreement, may, in equity, be reformed by those articles.¹

A complainant in equity may have relief, even against the admissions in his bill.

If the members of a firm agree among themselves, that the firm shall pay an individual partner's debt, it becomes an equitable claim against the firm assets.

ERROR to the Circuit Court for the district of Columbia, in a suit in chancery, brought by Finley against Lynn.

The bill stated, that on the 27th of February 1804, the plaintiff and defendant entered into articles of copartnership, by which the stock to be furnished by the plaintiff was to consist of one-half of the ship United States, and \$5000; and by the defendant, his gold and silver manufactory, two lots in the city of Washington, all his stock of merchandise, and the rents of two

¹ So, a policy of insurance will be reformed, by the written order for insurance. *Norris v. Insurance Co. of North America*, 3 Yeates 84. Whenever an instrument is drawn and executed, which professes or is intended to carry a prior agreement into execution, whether in writing or by parol, which, by mistake, violates

or fails to fulfil the manifest intention of the parties, equity, if the proof is clear, will correct the mistake, so as to produce a conformity of the written instrument to the antecedent agreement of the parties. *Ivinson v. Hutton*, 98 U. S. 79, 83, per CLIFFORD, J.