

of his employment, under the following circumstances: The servant in question was employed by the defendant to manage his business for the sale of furniture on the hire and purchase system. He sold a piece of furniture to a person who was lodging in the plaintiff's house, and on one of the instalments being in arrear he went to the house and removed the furniture, and in the course of doing so assaulted the plaintiff. He was tried and convicted and fined for the assault, and paid the fine. Two points were raised on behalf of the employer. First, it was contended that he was not liable at all, because the wrongful act of the servant was not a mere tortious act, but a crime; and, secondly, even if he were liable, the servant, having paid the fine, was by 24 & 25 Vict., c. 100, s. 45 (Cr. Code, s. 866), released from any civil liability for the same act, and his master was, therefore, also discharged. But the Court of Appeal (Lord Esher, M.R., and Lopes and Rigby, L.JJ.) gave effect to neither of these contentions, holding that the master is responsible for an act done by his servant in the course and in furtherance of his employment, even though the act be a criminal one; although Lord Esher admits that the fact that a criminal act is committed may be a material fact for the consideration of the jury in deciding whether or not it was done in furtherance of the master's business. And the other point the Court of Appeal decided against the defendant, on the ground that the words of the Act were not wide enough to release anybody from liability except the offender.

DEED—CONSTRUCTION—GENERAL WORDS—EJUSDEM GENERIS.

*Anderson v. Anderson*, (1895) 1 Q.B. 749; 14 R. May 327, bears upon the doctrine of *ejusdem generis*, recently discussed in these pages (see *ante* pp. 146, 187, 223), and serves to show that the doctrine is one intended to assist in arriving at the real intention of documents. The document in question in this case was a post-nuptial settlement, whereby a husband assigned to trustees for his wife a leasehold property and "household furniture, plate, linen, china, glass, and tenant's fixtures, wines, spirits, and other consumable stores, and other goods, chattels, and effects in or upon or belonging to" the leasehold messuage. The messuage was described as a piece of ground with the messuage tenement or dwelling house, back buildings, coach houses, stable buildings, and all other erections thereon. The question