

## DIGEST OF ENGLISH LAW REPORTS.

EXHIBIT.—See EVIDENCE, 1.

EXTENSION OF PATENT.—See LETTERS-PATENT, 1.

EXTRINSIC EVIDENCE.—See LEGACY, 1, 2; WILL, 2.

FAILURE OF TRUST.—See WILL, 6.

FEE IN STREET.—See HIGHWAY.

FIRM NAME.—See PARTNERSHIP, 2.

FORBEARANCE.—See CONTRACT, 3.

FORECLOSURE.—See MORTGAGE.

FOREIGN COURT.—See FOREIGN JUDGMENT.

FOREIGN JUDGMENT.

A foreign judgment of a competent court may be impeached if there is error on the face of it, or if it is shown to have been obtained by fraud, or is opposed to natural justice; it cannot be enforced against those not parties to it, unless it be in *rem*.—*Messina v. Petrocchino*, L. R. 4 P. C. 144.

FORFEITURE.

1. A testatrix gave her husband an annuity for life, with discretion in the trustees to withhold it, and allow it to fall into the general fund if they saw fit, and with a proviso, also, that if the husband should become bankrupt, or do any acts which, if the annuity were his absolutely, would vest it in any other person, payment of it should cease in the same manner as if he were dead. The testatrix knew that her husband was bankrupt at the time she made the will. *Held*, that the annuity fell into the general fund.—*Trappes v. Meredith*, L. R. 7 Ch. 248.

2. A testator gave a fund to trustees to pay the income to R. "so long as" he "should not do any act to deprive" himself "of the benefit thereof." In that event the income was thenceforth to be paid to others. R. became bankrupt, and the trustees paid the income into court for several years; R. finally assigned to the assignee in bankruptcy all the accumulated dividends and obtained his discharge. On a petition to have the accrued dividends paid to the assignee, and the future ones to himself, *held*, that there had been a forfeiture.—*In re Parnham's Trusts*, L. R. 13 Eq. 413.

3. A testator provided that the life-estate should be forfeited if the tenant for life should "assign over, assure, mortgage, or in any manner incur, or by any instrument in writing, parol agreement, or otherwise howsoever part from" the proceeds. *Held*, that a petition for arrangement under the Bankrupt Act by the tenant for life worked a forfeiture.—*In re Amherst's Trusts*, L. R. 13 Eq. 464.

See LANDLORD AND TENANT, 1.

FRAUDS, STATUTE OF.—See STATUTE OF FRAUDS.

FRAUDULENT CONVEYANCE.—See STAT. OF FRAUDS, 2.

FREIGHT.

An English cargo was shipped on board a Prussian ship, under a charter-party and bill of lading, by which she was to proceed to Falmouth for orders to proceed to any one safe port in Great Britain, or on the continent between Havre and Hamburg, and there deliver the cargo. The ship reached Falmouth July 10th. The master there heard rumors of war between France and Germany. On the 11th consignee ordered him to proceed to Dunkirk and discharge. He arrived off Dunkirk on the night of the 16th, where a pilot boarded him, and told him war had been declared two days before. Thereupon he put back to The Downs, where he could learn nothing. On the 18th he was told by the German consul at Deal, where he went ashore, that war had been declared. He then telegraphed the owners for orders, who forbade him to go to Dunkirk. On the 19th he put into Dover, the nearest port, and on that day war was declared. On the 23rd, the consignees ordered him to Dunkirk, and on his refusing to go, required him to deliver the cargo at Dover. This he refused to do unless his freight was paid. *Held*, that he had committed no improper deviation, and no breach of contract, and that freight must be paid.—*Duncan v. Koster*, "*The Teutonia*," L. R. 4 P. C. 171.

See ASSIGNMENT OF FREIGHT.

FUND IN COURT.—See SOLICITOR, 4.

FUTURE CHURCH.—See WILL, 4.

GENERAL GUARANTEE.—See GUARANTEE.

GIFT FOR LIFE.—See CONSTRUCTION, 4.

GIFT OF RESIDUE.—See CONSTRUCTION, 2.

GIFT TO A CLASS.—See CONSTRUCTION, 2.

GUARANTEE.

W. had overdrawn £3,000 at his bank, and wished for more credit. The bank took as security a note for £2,000 signed by W.'s father, a deposit of some title-deeds, and a guarantee under seal by the latter, whereby he agreed that the said deeds should remain with the bank as security for the payment "of all money due or to become due" from the son. *Held*, a continuing guarantee for all sums advanced to the son. *Semble*, that a general guarantee under seal can be terminated.—*Burgess v. Eve*, L. R. 13 Eq. 450.

GUARDIAN AND WARD.—See CUSTODY OF CHILD.

HEIR-AT-LAW.—See PURCHASE-MONEY.

HIGHWAY.

It is doubtful whether there is any presumption of law that an abuttor on a highway owns