

## DIGEST OF ENGLISH LAW REPORTS.

**EXECUTION.**

A debtor was possessed of a mansion-house and grounds, and a farm, the farm-house on which was distant a mile from the mansion-house; the whole formed one block, with the exception of two fields, one being near the farm, and the other three miles distant, but both being used as part of the farm. A sheriff executed a *fi. fa.* at the mansion-house, informing those in charge that he seized every thing upon the estate, but did no other act of seizure. *Held*, that the goods on the farm were seized, together with every thing on the holding.—*Gladstone v. Padwick*, L. R. 6 Ex. 203; *See* 7 C. L. J. N. S. 262.

*See* BANKRUPTCY, 2.

**EXECUTORS AND ADMINISTRATORS.**

1. Testator in his will appointed three executors, one of whom died in testator's lifetime, and a second refused administration. On application to make a residuary legatee administrator with the will annexed, *held*, that administration could not be granted on appearance and consent of the remaining executor; he must either renounce probate or withdraw his appearance.—*Garrard v. Garrard*, L. R. 2 P. & D. 238.

2. The court, notwithstanding consent of all persons interested, refused to depart from the established rule that a grant of administration must be made to the person who is by law entitled to the property.—*In the Goods of Richardson*, L. R. 2 P. & D. 244.

3. Where a widow after her husband's death carried on his business with his tools and material, and thereafter died, *held*, that it was to be presumed she had carried on the business for the benefit of her husband's estate, and that her administratrix *de bonis non* was the proper person to bring an action for the price of the work done.—*Mosely v. Rendell*, L. R. 6 Q. B. 338.

4. Executors carried on testator's business according to directions in his will, but with material which had not belonged to him. *Held*, that as money recovered in the course of the business would be assets of the testator, the executors might sue as such for the same.—*Abbott v. Parfitt*, L. R. 6 Q. B. 346.

**FACT, MISTAKE OF.**—*See* PARTNERSHIP.

**FEE SIMPLE.**—*See* DEVISE, 8.

**FELONY.**—*See* CRIMINAL LAW, 2.

**FERRY.**—*See* FRANCHISE.

**FOREIGN ENLISTMENT ACT.**

The English Foreign Enlistment Act (33-34 Vic. chap. 90) provides "that if any person . . . despatches any ship with intent . . .

that the same shall be employed in the military or naval service of any foreign state at war with any friendly state," such person commits an offence against the act. "Military service" includes military telegraphy. A company contracted in November 1870, with the French government to lay a series of cables along the coast, which were in fact capable of being connected by land lines, so as to make a continuous line from Dunkerque to Verdon. The company had no purpose of constructing or adapting the line for military use, though it was probable the line would be partially so used. *Held*, that there was no violation of the Act.—*The International*, L. R. 3 Ad & Ec 321.

**FORFEITURE.**

By statute (1-2 Wjil. 4, ch. 32) a forfeiture is imposed on the occupier of land who shall kill game thereon, where the right to kill has been reserved by the landlord. A tenant agreed that "he would not destroy any game" on a farm, and killed game thereon. *Held* (LUSH, J. dissenting), that the tenant could not be convicted under said statute, as there was no reservation of the right to the landlord.—*Coleman v. Bathurst*, L. R. 6 Q. B. 366.

*See* EJECTMENT.

**FRANCHISE.**

By statute the owner of a hereditament, which is injuriously affected by the construction of a railway, is entitled to compensation. The owner of an ancient ferry had his travel diverted by a railway bridge, with a footway for passengers. *Held*, that the ferry was a franchise, and therefore a hereditament, and that the injury to the ferry was the immediate consequence of the erection of the bridge.—*Reg. v. Cambrian Railway Co.*, L. R. 6 Q. B. 422; *See* L. R. 4 Q. B. 320.

**FRAUD.**—*See* INSPECTION OF DOCUMENTS.

**FREIGHT.**

The master of a vessel belonging to B. entered into a charter-party with a freighter, acting on behalf of A., to carry 701 tons cargo, to be furnished by A., B. to have a lien on cargo for both freight and dead freight. Bills of lading for 701 tons were signed by the master, and endorsed to A.; but the actual amount received was but 386 tons. There was no other cargo. *Held*, that B. was bound to deliver only the amount of cargo received, and that he had a lien for dead freight, *i. e.*, unliquidated compensation for loss of freight.—*McLean v. Fleming*, L. R. 2 H. L. Sc. 128.

**GAME.**—*See* FORFEITURE.

**GUARANTEE.**—*See* BILL OF LADING, 1.

**HEREDITAMENT.**—*See* FRANCHISE.