

Where land is granted or leased, and the right of sporting over it is reserved by the instrument to the grantor, this is not properly a reservation or exception, but is a re-grant of a new right exercisable over the lands of the grantee or lessee; and therefore the deed should be executed by the grantee or lessee; and where a right was so expressed to be reserved to the grantor and another, it was held to operate as a re-grant to the persons to whom the so-called reservation was made, *Wirkham v. Hawker*, 7 M. & W. 63.

Where a grant to shoot or sport over lands is made, and no restriction as to user of the land is imposed upon the land-owner, the grantee takes merely the right to shoot or sport over the lands as he finds them from time to time. And so, a lessor of the right to shoot over his lands is not prevented from cutting timber in due course, although the result may be to interfere with the shooting, *Gearns v. Baker*, 10 Ch. App. 355. And the owner may also sell in lots for building purposes, or make the necessary roads through his property, but the purchaser would necessarily take subject to the shooting rights if he had notice of them, *Pattison v. Gifford*, L.R. 8 Eq. 259. And, on the other hand, where a lease is made of lands reserving to the lessor all the shooting and sporting rights, the tenant may use the land in the ordinary way under his lease, *Jeffrys v. Evans*, 19 C.B.N.S. 246. Where there is a grant of the right to sport for a term of years, and the grantee covenants with the owner of the land to leave it well stocked with game, the benefit of this covenant runs with the reversion, and on breach it may be sued on by the assignee of the reversion, *Hooper v. Clark*, L.R. 2 Q.B. 200.

Where a right to shoot was enjoyed from year to year on payment of an annual sum, and the landlord gave less than half a year's notice to determine the right, after a shooting season had closed, it was held to be a reasonable notice, under the circumstances, and sufficient to determine the right, and the court refused to hold that half a year's notice was necessary, *Lowe v. Adams*, [1901] 2 Ch. 598.

At common law the property in game, when alive and free, is temporary, and consequent upon possession of the soil, *Graham v. Ewart*, 11 Ex. at p. 346; *Lonsdale v. Rigg*, 11 Ex. at p. 672. There is no right to game as chattels, *Blades v. Higgs*, 12 C.B.N.S. at p. 513. But when game is killed or otherwise reduced into possession, the property becomes absolute. So, at common law, if a man keeps game on his land he has a possessory property in it as long as it remains there, but if it escapes into the land of his neighbour, the latter may kill it, for then he has the possessory property. If a trespasser starts game on the grounds of another and hunts and kills it there, the property continues in the owner of the land. But if one, having no license to do so, starts game on the land of one and hunts it into, and kills it on, the lands of another, it belongs to the hunter; but he is liable in trespass to both land-owners, *Sutton v. Moody*, 1 Ld. Raym. 250, explained in *Blades v. Higgs*, 11 H.L.C. at p. 632; *Churchward v. Studdy*, 14 East 249; *Lonsdale v. Rigg*, 11 Ex. at p. 672.

Where the public have a right of navigation on water covering land of a private owner, there is no right to shoot wild fowl from a boat under guise of the exercise of the right of navigation, *Fitzhardinge v. Purcell*, [1908] 2 Ch. 139; *Micklethwaite v. Vincent*, 8 T.L.R. 268. And that is so, also, where the waters have been made navigable by artificial means, *Beatty v. Davis*, 20