which the sale is duly entered—the building or block-account credited with the whole price, and the claimant's share account debited with the £290, and credited with the £30, 5s. 2d.

5. It was maintained for the objector that the claimant was not the true or proper owner of the subjects claimed on in the sense of the 7th section of the Reform Act.

6. But the Sheriff-Substitute is of opinion in law, and has decided, that though the claimant's title is not made up or completed to the subjects, the company only hold the same in security of the balance of the advance to the claimant on his shares, and that he is the true and proper owner or proprietor of the subjects, and that though, if he falls into arrears to the extent of more than three months' subscriptions or six months' interest, which he has not yet done, the directors of the company will have the option of disposing of the security or of entering into possession of the property, yet the claimant is no less the owner thereof, and that the directors are in no other position than heritable creditors, or parties having sold a subject under minute of sale, the whole price of which has not been paid, and to which no conveyance has been granted, and the purchaser's title remains uncompleted.

The agent for the objector considered the decision to be erroneous in point of law.

Mr Blackburn supported the appeal, but no appearance was made for the other side.

This case, and two others of the same character, were taken to avizandum.

Wednesday, Nov. 29.

This case was advised to-day.

Lord Ormidale said—The defender in this case states that he has the qualification of ownership, and the Sheriff has sustained his claim. But it is alleged on the part of the objector that, according to the rules of the building society in question, the claimant's right of ownership here is not complete, that it stands suspended till the whole instalments of the price are paid up, and till he had got a conveyance from the society; that in fact, in the circumstances of the case, his right was defeasible by the building society. It appears to me that the claimant's right as purchaser having been conferred by public sale, the purchase is completed. It is a mistake to suppose that non-payment of the price is suspensive of the sale. It is trite law that the contract of sale is completed by consent alone; and if it were necessary that the price should be paid what would become of all sales on credit? In regard to the question of title it is clear that it was not necessary that a formal disposition should be delivered to the purchaser in order to give him a sufficient title. It is sufficient if there be writing of some kind; and we have that here in the minute of enactment. The only ground of defeasibility that can be alleged by the objector is the rules of the society, and from these I can see no good ground to hold that the sale is defeasible at the instance of the sellers. Looking at the case in all its bearings, I think it is a very clear case for adhering to the Sheriff's judgment. His Lordship then referred to the argument of the objector founded on the case of Irving, decided in this Court two years ago on an appeal from Selkirkshire. He thought that was the case of a suspensive sale, and could be no precedent in this case.

Lord Kinloch concurred. He was clear a formal disposition was not necessary. A minute or missive of sale followed by possession was sufficient. He therefore was of opinion that the Sheriff's judgment should be confirmed.

Wednesday, Nov. 22.

APPEALS FROM DUMBARTONSHIRE.

KENNEDY *v.* DONALDSON.

The voter is vested by assignation in certain of subjects in Alexandria, held under sub-lease for 93 years from Whitsunday 1785, of the free yearly value of upwards of £10. The voter is not in the actual occupation of any of the subjects. The question of law is—Whether he is entitled to be retained on the register under the 9th section of the statute, 2d and 3d Will. IV., cap. 65? The Sheriff decided that he was not, and that his name should be deleted from the register accordingly.

Lord Ormidale said that he thought that this case came under the proviso in the Act in question, "that no sub-tenant or assignee to any sub-lease for fifty-seven or nineteen years shall be entitled to be registered or to vote in respect of his interest in such lease, unless he shall be in the actual occupation of the premises thereby set." He therefore thought that the Sheriff's decision should be sustained.

Lord Kinloch concurred. The appeal was therefore dismissed, and the question of expense was reserved.

Thursday, Nov. 23.

YOUNG *v.* LINDSAY.

George Young was tenant and occupant of Belteriro House for the year from Whitsunday 1865 at a rent of £105, and then he became tenant and occupant of the subjects on which he claimed—viz., the mansion-house of Broomley, at a yearly rent of £110. The question of law was whether the claim was legal and valid under the 9th section of the 2d and 3d Will. IV., cap. 65, either *per se* or when read in combination with the statute 24 and 25 Vict. cap. 83, sec. 42? The Sheriff decided that the claim was not valid under either alternative, and rejected it.

Lord Ormidale said he thought that successive holding of different subjects was not enough to amount to the statutory qualification of a voter. There was this difference between county and burgh voters, that in burghs it was well known that householders, especially £10 householders, were in the constant practice of holding their premises for a very short period indeed. But this was not common in agricultural districts. It was therefore probably to provide a remedy for this evil that a difference was made in the Act between burgh and county voters. Therefore in regard to the Reform Act of 1832 he could not arrive at any other conclusion than that the successive holding of the qualification of a county voter was not sufficient under the statute; and all the Registration Courts in Scotland had for thirty or forty years concurred in coming to that conclusion. Nor by the County Voters Act of 1861 was any change introduced, or intended to be introduced. The object of section 42 was to provide a remedy for an evil, not to change the essential nature of the qualification. He therefore moved that the appeal be dismissed and the Sheriff's decision sustained.

Lord Kinloch had come to the same conclusion. There was nothing in the County Voters Act entitling the Court to adopt a different inference from that done by the Sheriff. Neither did he think this decision was affected by anything in that Act when read in combination with the Reform Act of 1832. It was plain that the statute was passed in order to meet the case of persons who had lost the qualification, but who had acquired a new one before they tendered their votes. It had been argued that the term "qualification" might be interpreted to mean *pecuniary amount.* He could not give the word this partial meaning. If we had nothing but sections 7, 9, and 11 of the Reform Act, he would have thought the case one of great difficulty. He agreed with Mr Monro in thinking that sections 7 and 9 might be read so as to import successive occupation in counties. At the same time he was not prepared to say that this was the natural construction of the statute; his own impression was rather the reverse, But all difficulty was removed by connecting section 12 with the previous sections. And where he had that section expressly allowing successive occupancy in burgh subjects, he could not come to any other conclusion than that burgh subjects were meant to be in a different position from other sub-

jects. He thought the meaning of the insertion of this section was to make this distinction, and he must decide, not according to what he might think fit and reasonable on the subject, but according to the strict terms of the statute.

FERGUSON *v.* M'CULLOCH.

The grandfather and father of Hugh Ferguson have, and Hugh Ferguson, the heir of the latter, has, since his father's death, possessed a certain portion of ground, the possession extending for upwards of seventy years, on which houses were built and erections made. The ground was part of the estate of Bonhill, which belonged to the ancestors of Mr Smollett, and now belongs to himself. The plots of ground in the neighbourhood were let by Mr Smollett's ancestor on building leases for 99 years, and in the lease of an adjoining plot, that on which the present claim is founded is described as a lot of ground set to John Ferguson. A plan of the village of Alexandria, containing an entry in name of John Ferguson, a series of receipts for rent, and a formal lease dated, however, on the day that the Registration Court was held, constituted the written title of the appellant. The question in law was whether this was a sufficient one either under the 7th or 9th sections of 2d and 3d Will. IV. c. 65.

Lord Ormidale observed that the fact of the claimant's name being already on the register of voters rendered it incumbent upon the objector to prove either that he never had the requisite qualification to justify his being placed thereon, or that he had lost it. The question of the sufficiency of the title came to be one of evidence. It was impossible not to see from Emslie's case that in a question directly between landlord and tenant a very slender written title would be enough. He was of opinion that the identification of the ground in right of which the claimant was on the register was sufficient, and also that it was let in 1792 on a long lease, with other adjoining portions of ground. The plan he considered to be a landlord's plan; but he could give no effect to the document said to be a formal lease, and dated the very day on which the Registration Court was held. But he thought there was sufficient writ without it, and therefore was for reversing the judgment of the Sheriff.

Lord Kinloch concurred, but did not entirely reject the formal lease. Although clearly it would not be sufficient of itself, still, read in connection with the other documents referred to, it was not entirely to be laid out of sight.

Saturday, Nov. 25.

BLAIR *v.* BABTIE.

This was a claim by Archibald Blair, residing in Main Street, Renton, to have his name entered on the register of voters in right of a lease for ninety-nine years, granted by Alexander Smollett, Esq., of Bonhill, in favour of Isabella Clelland, who is now the wife of the claimant. The claim was objected to by William Babtie, writer, Dumbarton, a registered voter for the county, and the question of law, which was decided in the negative by the Sheriff, was, whether the claimant could be legally and validly enrolled in the register, under either the 7th or 9th sections of the statute 2 and 3 Wm. IV., c. 65, or under the operations of those sections now in combination. The Court found that the party claiming had no right to vote under the Reform Act. That statute provided two grounds of claim—the one ownership, the other tenancy; and in section 8 the right of a husband to vote in respect of *property* belonging to a wife was conceded. But a lease was not *property;* and whatever might be said as to the equity of allowing such a claim, the Court must decide according to the strict terms of the statute. They therefore confirmed the judgment of the Sheriff.

Wednesday, Nov. 29.

KINNIBURGH *v.* DONALDSON.

The voter's father was sequestrated under the bankrupt statute in 1860. The subjects on which the voter stands registered belong to him and his father as *pro indiviso* proprietors. The voter's own half is insufficient to give him the requisite qualification, but in 1854 his father's share was exposed to sale, under articles of roup containing the usual clauses, by the trustee under the sequestration; and the voter was the highest offerer for the subjects. The usual minute of preference and obligation to grant a bond for the price was executed. It does not appear that a bond was granted, but the voter deponed that he gave to his father the money to pay the price, but that it seems he had not paid it. The voter's father continued in possession of part of the subjects as the tenant of the voter, but paid no rent. The other part was let, and the rent was drawn by the father under authority granted by the voter, who deponed that thus he drew the rent. The father died two years ago, and the voter has subsequently drawn the whole rent. There was no discharge under the sequestration, but there never was any procedure or interference by the trustee. Under these circumstances the Sheriff decided that the voter was not entitled to be retained on the register as owner under section 7 of the Reform Act.

Lord Ormidale observed that this was a purchase made by the claimant at a public sale under articles of roup with the usual conditions. One of these was that the highest offerer should be required to grant bond with caution for the price. But it does not appear that the bond was ever asked for. Eleven years had elapsed, during which the claimant had been in possession; and if the seller did not insist upon delivery of the bond he must be held to have waived his right to demand it. The claimant had a good written title in the minute of preference at the sale, and he therefore was of opinion that the judgment of the Sheriff should be reversed.

Lord Kinloch was also of opinion that there was here a good written title in the minute of enactment followed by possession. There was, no doubt, a clause in the articles of roup as to the finding of caution; but that was not a suspensive condition. Whether the want of the bond of caution should or should not annul the sale was optional to the seller; and when we find eleven years have elapsed without the seller making any demand we must presume that the seller waived the condition.

The Sheriff's judgment was therefore reversed, and the respondent's objections repelled.

Thursday, Nov. 30.

DONALDSON *v.* COLQUHOUN.

A lease was granted by Sir James Colquhoun of Luss to George Colquhoun and his four sisters. In the clause of obligation for rent George Colquhoun bound and obliged himself on his own and his sisters' account, and throughout the lease mention is made of the "tenants." But the lease was signed by George Colquhoun only, and receipts for rent were granted to him alone. The rent was £92, payable half yearly. The question of law was whether, under the circumstances of the case, George Colquhoun was to be held the only party in whose favour the lease was granted, and therefore the only person having right to vote as tenant under it. The Sheriff decided in the affirmative, but to-day the Court reversed and sustained the objection, remarking that under section 34 of the County Voters Act they had no alternative but to decide the simple question of law presented to them in the special case prepared by the Sheriff.

DONALDSON *v.* GRAHAM; DONALDSON *v.* M'NEILAGE; DONALDSON *v.* FERGUSON.

These cases all involved the same question—viz., Whether, under section 9 of the Reform Act, a tenant who lets his house furnished for a portion of the year loses his qualification as a voter, as not possessing the twelve months' continuous personal occupancy required by the statute. The Sheriff decided in the negative; but after debate their Lordships reversed and sustained the objections.