by his trust-deed. In this view it is unnecessary to consider what was his intention. But I am also very strongly of opinion that this was not his intention, and I would be disposed to come to this conclusion irrespective altogether of the other grounds on which I desire to rest my judgment.

LORD CURRIEHILL concurred. The question depended upon whether there existed at Mr Collow's death any person falling under the description of "nearest of kindred" to the entailer. Now there was a grandniece through his sister Jean, and a great-great-grandnephew through his brother John. That being so, he was of opinion that one or other of these individuals—he would not say which—falls under the description, and is the heir of entail. Both were of kindred to the entailer. The fetters of the entails therefore remained, and Gilbert Collow had no power to convey the estates. In regard to the other question, his Lordship regarded it as one of very great difficulty, and stated that he had changed his mind upon it since the discussion. The question as put was, Did the truster intend to convey? He thought that was not the proper question. The words were sufficient to convey everything, even an estate which the trnster had not, at the time he made the deed, any intention of acquiring, and which, of course, he could not, therefore intend to convey. The proper question was, Did he intend to exclude the entailed estates? It was necessary to get the better of the words which *prima facie* conveyed everything. Now, these general words in a *mortis causa* settlement have been held in a variety of cases to be subject to construction. If they occur in an onerous deed, as, for instance, in a trust-deed for behoof of creditors, his Lordship had no doubt that they would convey all which the party had the power to convey. But it is different in the case of a deed meant to regulate succession. Again, expressions may be used in a deed which indicate that the granter means to exclude an entailed estate, as in the case of Hepburn (10th Feb. 1860, 22 D. 730). It is also a well-known principle that when there are special destinations or provisions granted by a testator in one deed, and he afterwards grants a general conveyance, the general words of it do not of themselves revoke the special conveyance. If accordingly these entails had been granted by Gilbert Collow himself, I am clear that a subsequent general conveyance would not have included the entailed estates. But here the entails were granted by an ancestor. Even in that case the property is subject to a special investiture, and the question is, Was it intended to alter the existing investiture? That question has been in various cases anxiously considered both here and in the House of Lords, and it was held that such an alteration was not implied in the cases of Strachan, 7th July 1752 (M. 11356), and Campbell *v.* Campbell (*ut supra*). These were followed by the case of Farqhuarson to the same effect. Looking at the circumstances of the present case, his Lordship thought (and it was on this point that he had changed his opinion) that the truster did not intend to make any alteration when he executed the deed. He must have known that he would die proprietor of the estates, and there was no ground for presuming that after he executed the deed and before his death he had altered his intention. If such had been his wish. he could not, feudally, have expressed it by means of a general disposition. He must have renewed the investiture with the superior. It is therefore necessary to suppose that he imposed an obligation on the heir of entail to make up a title and then convey to the trustees, for without holding that he imposed this obligation it cannot be held that he intended to alter the destination and send the estates away from the heirs of investiture.

Lord DEAS and Lord ARDMILLAN concurred, but the former gave no opinion as to the question of intention, which the Lord Ordinary had decided, and which, from the way the case was now dealt with, it was not necessary to decide.

JAMIESON *v.* ANDREW.

Law Agent—Lien—Companies Clauses Act. Question as to whether an English Solicitor who had a claim for a business account against a company which was being wound up, had a lien therefor over the company's books and papers in his possession, in a question with the official liquidator.

Counsel for Liquidator—Mr Gifford. Agents—Messrs Auld & Chalmers, W.S.

Counsel for Mr Andrew—Mr W. M. Thomson. Agents—Messrs C. & A. S. Douglas, W.S.

The question involved in this case is whether Mr George Auldjo Jamieson, C.A., the official liquidator of the Garpel Hœmatite Company (Limited), is entitled to demand delivery from Mr John Andrew, a solicitor in London, of certain books, deeds, and papers of which the liquidator requires possession to enable him to wind up the company under the Companies Clauses Act 1862. Mr Andrew admitted that he had possession of the books and papers required, but he declined to deliver them to the liquidator, on the ground that he had a lien over them for a sum of £768, 19s. 3d. due to him as the solicitor of the company. In July last, the Court, in virtue of their powers under the Winding-up Acts, appointed Mr Andrew to lodge the documents with the Clerk of Court, in order that inspection thereof in his hands might be obtained, and appointed the question of lien to be argued in writing. This having been done, the case was in the roll to-day.

The LORD PRESIDENT said—The liquidator, in order to facilitate matters, says he is willing to pay Mr Andrew's claim, as it may be ascertained, out of the first and readiest of the recoveries of the estate. But he disputes the accuracy of the account, and he also disputes the right of lien. In this state of matters we have not materials for determining either whether the claim is good or whether there is a right of lien. On the other hand, it is very important that the liquidation of this company should proceed, if it can proceed, without injustice to Mr Andrew. I am not satisfied that, if he has a right of lien, justice will be done to Mr Andrew by giving up the documents on the offer which the liquidator has made. The use of a lien is this — it is a sort of screw, and is often used for purposes of pressure. The documents may be worth little or nothing, but the withholding of them may often produce payment of a considerable sum. The Court therefore think that if the documents are to be placed at the liquidator's disposal, he must bind himself to pay the amount of Mr Andrew's account as it may be ascertained, in the event of the right of lien being afterwards found to exist.

The case was continued that the liquidator should consider whether or not he would undertake this obligation.

PETITION—M'VEAN OR BAIN.

Citation. Warrant granted to a Sheriff-officer in Stornoway to serve a petition, there being no messenger-at-arms there.

Counsel for Petitioner—Mr G. H. Thoms. Agent—Mr P. S. Malloch, S.S.C.

This was a petition for the discharge of a judicial factor, and for the appointment of another. Certain of the parties mentioned in the prayer of the petition, and on whom service was ordered, being resident at Stornoway, where there is no messenger-at-arms, the Court to-day, on the report of the Junior Lord Ordinary, granted warrant to any Sheriff-officer there to make service of the said petition.