mates to me that he has got a number of my empty sacks into his possession, for which he demands payment, or as many of his sacks in lieu thereof. Presuming that these sacks must have come into his hands by some irregularity of some of my customers, I now beg to request you to be careful, when returning my sacks, to put on the full name and address, John Inglis, Steam Mills, Musselburgh. Should you not be careful on this point, it may lead to trouble in settling up.—Yours truly,

(Signed) "JOHN INGLIS,
p. ROB. LAMBERT."

The LORD JUSTICE-CLERK, in summing up, observed that although the words of the circular complained of might appear innocent in themselves, still if the jury were convinced that they contained any hidden meaning by which the character of the pursuer had been injured, they were entitled to bring in a verdict in his favour. But they must also consider, in coming to the conclusion whether such a hidden meaning existed, whether the terms complained of were not precisely those which had been used by the pursuer himself in his correspondence with the defender.

The jury unanimously returned a verdict for the defender.

Friday, March 30.

MUIRS *v.* COLLETT.

Counsel for Pursuers—Mr Fraser and Mr Scott. Agent—Mr John Walls, S.S.C.

Counsel for Defenders—Mr Watson. Agent—Mr James Buchanan, S.S.C.

In this case Messrs J. & R. Muir, some time shawl manufacturers in Paisley, are pursuers, and Arnold Burrows Collett, merchant in Bombay, is defender; and the issue is as follows:—

"Whether, in or about the year 1845, the pursuers consigned for sale to the firm of Hubbard, Collett, & Company, merchants in Bombay, of which the defender was then a partner, 117 lace shawls and 240 lace handkerchiefs, or any part thereof? And whether the defender is resting owing to the pursuers the sum of £106, 2s, 6d., as the proceeds or value of said goods, or any part of said sum, with interest?"

Or,

"Whether the said goods were consigned to the defender's said firm through Thomas Risk, merchant in Paisley, as agent for the pursuers? And whether the proceeds of said goods, when sold, were duly paid and accounted for to the said Thomas Risk, as agent foresaid?"

It appeared from the evidence that the goods in question, which had been selected by Mr Collett while in Paisley in 1845, were consigned by Messrs J. & R. Muir to the firm of Hubbard, Collett, & Co. on sale and return. On their arrival at Bombay, a sale of them was effected at the price of £29, 15s. 7d.—a sum very much lower than that stated in the invoices. No return thereof appears to have been made, either directly to the pursuers or through Mr Risk. The evidence of Mr James Muir, one of the pursuers, which had been taken by commission, was allowed to be received, owing to the enforced absence of the witness on the ground of ill-health, the defender's counsel admitting that his absence was unavoidable.

The jury, without retiring, returned a unanimous verdict in favour of the pursuers on the first issue, to the amount of £29, 15s. 7d., the price of the goods sold, with interest from the 1st December 1846, the date of the sale, and also for the pursuers on the defender's issue.

Saturday, March 31.

GOOD *v.* CHRISTIE.

Reparation—Culpa—*Master and Servant.* In an action of damages by a father for the loss of his son through the alleged fault of the defenders—verdict for the defenders.

Counsel for the Pursuer—Mr Watson and Mr Bannatyne. Agent—Mr John D. Bruce, S.S.C.

Counsel for the Defender—Mr Shand and Mr Maclean. Agent—Mr John Leishman, W.S.

This was an action of damages at the instance of William Good, collier, residing at Pathhead Ford, Crichton, Edinburgh, against John Christie, coalmaster, Arniston, Cockpen, Edinburgh, for loss and injury sustained by him by the death of his son, Charles Colt Good, while engaged in assisting his father in the working of a crane in the defender's coal-pit. The issues sent to trial were as follows:—

"1. Whether, on or about the 16th day of March 1865, the now deceased Charles Colt Good, son of the pursuer, was, in the employment of the defender, engaged in the working of a crane in the defender's coal-pit, known as the Edgehead Engine Pit, in the parish of Cranston, and county of Edinburgh; and whether, while so employed, the said Charles Colt Good was killed in consequence of improper construction of said crane, by and through the fault of the defender—to the loss, injury, and damage of the pursuer?"

"2. Whether, on or about the 16th day of March 1865, the now deceased Charles Colt Good, son of the pursuer, was, in the employment of the defender, engaged in the working of a crane in the defender's coal-pit, known as the Edgehead Engine Pit, in the parish of Cranston, and county of Edinburgh; and whether, while so employed, the said Charles Colt Good was killed in consequence of the failure of the defender to provide a cranesman to work the said crane, by and through the fault of the defender—to the loss, injury, and damage of the pursuer?"

Damages laid at £500.

The LORD JUSTICE-CLERK, in charging the jury, observed that the principle of law was undoubted that all ordinary and reasonable care must be taken by masters of those engaged in their employment, and where this had not been done they were responsible for the consequences of this neglect. When, however, an accident occurred through the carelessness of the workman himself, he could not claim reparation for the injury occasioned to him. Further, he directed the jury that if they were satisfied on the evidence that the deceased, a boy of twelve or thirteen years of age, was killed in consequence of his father, the pursuer, exposing him to a sure and known danger to which it was improper to expose a boy of that age, and to which it was not necessary to expose him in the performance of his (the pursuer's) contract with his employer, then the defender is not in law responsible to the pursuer for the injury sustained by him in the loss of his son. If a workman exposes himself to a sure and known danger to which it was not incumbent upon him to expose himself, he could not claim damages from the defender; and the same doctrine applies to the present case.

The jury, after a short absence, unanimously returned a verdict for the defender on both issues—the chancellor observing that the jury thought it their duty to express a strong opinion that the practice of employing boys of so tender an age in work of so tender a character was very blameable.

The LORD JUSTICE-CLERK—That is a very just expression of opinion, and I entirely concur with you.

Monday, April 2.

FIRST DIVISION.

SPRING SITTINGS.

(Before Lord Ormidale).

STEUART *v.* MOSSEND IRON COMPANY.

Counsel for the Pursuer—Mr Gordon and Mr A. Broun. Agent—Mr Thomas Sprot, W.S.

Counsel for the Defenders—The Lord Advocate, Mr Hector, and Mr R. Lee. Agents—Messrs Hamilton & Kinnear, W.S.

This case arises out of a question of disputed boundary in a proposed mineral lease by the pursuer, Mr Steuart of Carfin, to the defenders, the Mossend Iron Company; and the following are the issues:—

"Whether the Muirpit dyke, in so far as it is described in the lease No. 5 of process as a northern boundary of the mineral field thereby let, is situated to the south of the pursuer's pit, marked 6 on the Ordnance plan, No. 124 of process; and whether the defenders have wrongfully failed to implement their part of the said lease, to the loss, injury, and damage of the pursuer." Amount claimed, £7425. Or,

"Whether the defenders subscribed the said writing (No. 5 of process) under essential error as to the situation of said Muirpit dyke?"

On the calling of the case to-day, Mr Broun, for the pursuers, put in a minute consenting to the case being disposed of upon the same footing and to the same effect as if a verdict had been returned for the defenders under both issues; and the authority of the Court having been interponed thereto, the case was accordingly taken out of Court.

BISHOP *v.* RUSSELLS.

Counsel for Bishop—Mr Monro and Mr Macdonald. Agents—Messrs Ferguson & Junner, W.S.

Counsel for Russells—The Lord Advocate and Mr Orr Paterson. Agents—Messrs J. & A. Peddie, W.S.

In these conjoined actions the parties were John Bishop, miner, Armadale, Bathgate, and the representatives of the late Thomas Russell of Fauldhouse. The issues sent to trial were as follows:—

I. Issue for the said John Bishop.

"Whether, on or about 29th April 1851, the late Thomas Russell let to the said John Bishop and the now deceased John Weir, residing at Govan, the coal of the Benhar seam on the farm of Fauldhouse Hills, under exception of the part thereof which belongs to the Duke of Hamilton; and whether the lease of date 2d June 1859, granted by the said William Russell and others, the representatives of the said deceased Thomas Russell, to George Simpson, residing at Hartfield, and the possession had by him thereon down to 30th March 1864, was to the loss, injury, and damage of the said John Bishop?"

Damages laid at £3000 sterling.

II. Counter-issues for the said William Russell and others.

1. "Whether the name 'Thomas Russell,' adhibited to the document, No. 34 of process, is not the genuine signature of the late Thomas Russell, Esq. of Fauldhouse?
2. "Whether the name 'George Clark' and 'William Storry,' adhibited to the document, No. 34 of process, as attesting witnesses, or either of them, are not the genuine signatures of George Clark, writer in Bathgate, and William Storry, apprentice to the said George Clark, respectively?
3. "Whether the document, No. 34 of process, is not the deed of the late Thomas Russell, Esq. of Fauldhouse?"

The jury, after two hours' absence, returned a unanimous verdict for the defenders in the first issue, and for the pursuers in the counter issues.

Monday–Thursday, April 2–5.

(Before the Lord President).

THOMS *v.* THOMS (*ante*, p. 82).

Reduction—Fraudulent impetration of a deed. In an action of reduction of a deed on the ground that it had been fraudulently impetrated from the granter—verdict for the defender.

Counsel for Pursuer—Mr Patton, Mr Gifford, and Mr Balfour. Agent—Mr A. J. Napier, W.S.

Counsel for Defender—The Solicitor-General, Mr A. R. Clark, and Mr Shand. Agents—Messrs Hill, Reid, & Drummond, W.S.

In this case, John Thoms, residing at Seaview, St Andrews, immediate younger brother and heir-at-law, and also heir of tailzie and provision of the deceased Alexander Thoms of Rumgally, in the county of Fife, was pursuer, and Miss Robina Thoms, residing at Rumgally aforesaid, daughter of the said deceased Alex. Thoms of Rumgally, was defender.

The issue sent to the jury was as follows:—

"Whether the general disposition and settlement by the now deceased Alexander Thoms, dated 23d January 1861, and of which No. 9 of process is an extract, in so far as it imports a conveyance of the lands of Rumgally, was fraudulently impetrated from the said Alexander Thoms by the defender and Charles Welch, writer in Cupar, on her behalf, or one or other of them?"

The late Alexander Thoms of Rumgally, who died on the 15th August 1864, left a settlement which was dated 23d January 1861, in which he conveyed to his illegitimate daughter "all and sundry the whole property, heritable and moveable, real and personal, of whatever kind and denomination soever" belonging to him at the time of his death, and the pursuer, who was brother of the deceased, sought to have it set aside in so far as regarded the estate of Rumgally. This estate was entailed by the father of the deceased, but in consequence of a flaw which the entail contained, it was contended that he had power to dispose of the estate as he pleased. A great deal of evidence was led on both sides as to the terms on which Mr Thoms and his brother's family had lived—the witnesses on the one side maintaining that there was no break in the friendship, and that Mr Thoms' sayings and conduct indicated that he never had any intention of putting the estate past his brother's family; while on the other, witnesses were brought forward to depone to his great affection for his daughter, and to his having used expressions to the effect that his friends were building themselves up upon getting the property after his death, but they would find themselves much mistaken.

The LORD PRESIDENT, in charging the jury, said that the question before them was in reference to the deed of settlement made by Alexander Thoms on the 23d January 1861; and the question was whether that deed, in so far as it imported the conveyance of the lands of Rumgally, was fraudulently obtained by the defender, and by Mr Welch for her, or one or other of them, from the deceased Alexander Thoms. They were not trying any question as to the other property of the deceased, which there could be no doubt he left to his daughter. The question had solely reference to Rumgally. These lands were said to have been entailed. The deed of entail had been made by the father of Alexander Thoms in the form of a bad deed of entail, which did not impose any fetters upon his eldest son Alexander. Whether that was accidental or intentional he did not know, but it did not impose any fetters upon him. It was nevertheless a deed of entail, and any who succeeded after could be fettered by it; and if he had made no deed, it would have gone on as a perfect entail. Alexander made no other settlement except the deed of 1861. He had power to dispose of Rumgally, not being fettered, and it was said that he disposed of it by the deed of 1861. In the general case, a deed in the form of the deed of 1861 was quite applicable, and well known as a deed that would convey every property belonging to the maker, if he had left no other deed to give a different construction, and if there were those circumstances which proved or showed that it was intended to make no other. They were to assume in this case that the deed imported the convey-