

say that he intended them to go to Mr Dunn Pattison rather than that he intended to deal with them in a way which would not have sent them to Mr Dunn Pattison. I therefore think that the Court have arrived at a sound conclusion upon this difficult question, for difficult it is, and that their judgment should be affirmed.

Mr ANDERSON—Perhaps your Lordships will allow me, before the question is put, to explain that there are some other parcels of land, called by other names, in the same position as Boquhanran; and, for the sake of accuracy, I presume your Lordships' declaration will include all the parcels which are in the same position with Boquhanran. We make no distinction between them and Boquhanran, which was taken merely for the purposes of argument, as the primary subject to be dealt with. We understand your Lordships' judgment I think thoroughly, and I believe the parties will have no difficulty in adding words which will make it embrace all the lands in the same position as Boquhanran.

LORD CHANCELLOR—Are all the parties agreed as to that?

LORD ADVOCATE—I did not receive any notice of this, my Lords, until just now; but Boquhanran was the only estate which was the subject of discussion in the Court below. The other estate—Kilbowie—

Mr ANDERSON—Faifley.

LORD ADVOCATE—I refer to that estate particularly in which my client Mr Black is interested—that was not mentioned in the Court below at all. It has been introduced I see in the reasons of appeal; but no argument was submitted upon it separately, and I have special answers to any such claim if it is made at the instance of the heir-at-law—for instance under William Dunn's deed.

LORD WESTBURY—I do not think we can enter into this.

LORD COLONSAY—No, I think not.

LORD CHANCELLOR—My Lords, I think your Lordships will agree with me that nothing can be more inconvenient than that after the argument has proceeded throughout on the title to Boquhanran alone, without touching upon any other property whatever, a suggestion should now be entertained that other properties will be found to be in the same position as Boquhanran, unless all parties are agreed that that is the case. If they are, there may probably be no objection to including the other properties; but if they are not agreed, it appears to me that it would be wholly impossible for us to do what has been suggested.

Interlocutor of the 27th March 1865 affirmed, with a variation; cause remitted; and, subject to such variation and remit, the appeal dismissed with costs.

Interlocutor of the 20th of July 1866 affirmed; and the original appeal and the three cross appeals against the said interlocutor dismissed, with costs.

Agents for Barstow—Murray, Beith, & Murray, W.S., and Martin & Leslie, London.

Agents for Pattison—Dundas & Wilson, C.S., and Connell & Hope, London.

Agents for Black—John Ross, S.S.C., and Simson & Wakeford, London.

Agents for Boyd and Others—James Webster, S.S.C., and Loch & Maclaurin, London.

## COURT OF SESSION.

### JURY TRIALS.

Monday, July 20.

(Before Lord Ormidale.)

M'FARLANE v. CHERRIE.

*Jury Trial—Reparation—Wrongous Sequestration.*

The pursuer in this case was John M'Farlane, spirit dealer, Main Street, Coatbridge, and the defender was John Cherrie, accountant in Coatbridge, trustee on the trust-estate of William Murray, sometime joiner, cabinetmaker, and coachbuilder, Coatbridge. The issues submitted to the jury were in the following terms:—

“1. Whether, on or about the 12th day of November 1867, the defender wrongfully and oppressively sequestered the utensils, furniture, goods, and other effects, or any part thereof, within the shop, dwelling-house, and pertinents situated in Main Street, Coatbridge, occupied by the pursuer, for payment of the half-year's rent of said premises, alleged to be due at the term of Martinmas preceding, and in security of the half-year's rent alleged to be due at the term of Whitsunday immediately following—to the loss, injury, and damage of the pursuer?”

“2. Whether the defender wrongfully and oppressively continued and kept up the said sequestration over all or any part of the said subjects and effects—to the loss, injury and damage of the pursuer?”

Damages were laid at £500.

FRASER and GEBBIE for pursuer.

GIFFORD and R. V. CAMPBELL for defender.

The jury, after an absence of about a quarter of an hour, returned a unanimous verdict for the defender on the first issue, and for the pursuer on the second; assessing the damages at £50.

Agents for Pursuer—M'Gregor & Barclay, S.S.C.

Agent for Defender—Alexander Wylie, W.S.

Tuesday, July 21.

(Before the Lord President.)

FRASER v. M'NEE.

(*Ante*, p. 365.)

*Jury Trial—Reparation—Malicious Representation.*

In this case Catherine Fraser, residing at Greenhill Cottage, Munloch, in the county of Ross, was pursuer, and Dr James M'Nee, surgeon, residing in Munloch, was defender.

The issue sent to the jury was as follows:—

“Whether, on or about the 7th February 1867, the defender maliciously, and without probable cause, communicated, or caused to be communicated, to the Procurator-Fiscal of the Western District of Ross-shire, false information or representations concerning the pursuer, to the effect that she was guilty of concealment of pregnancy; in consequence of which the pursuer was apprehended on a charge of concealment of pregnancy, and incarcerated in the prison of Dingwall from 8th till 21st February 1867—to the loss, injury, and damage of the pursuer?”