tion of these words has in several cases been viewed as qualifying the language of the context by reference to the prior usage. But here, where the new grant was issued as the result and in terms of a compromise and transaction not relating to the subject of the vassal's entry, I do not think that the omission of the words "as use is" can have the effect contended for by the vassal.

Then I do not think that the use of the word "assignees" is of itself sufficient to support the defender's plea. A fixed and inflexible meaning is not attached to the word, and it does not necessarily and exclusively express assignees to the personal right and before infeftment. But it may do so, and it has frequently done so, and in this case, when I consider the introduction to the charter—the whole structure of the charter,—the obligation to infeft "Alexander Wilson and his foresaids," which would be inapplicable if it meant his disponees,—and the fact of the existence of other questions regarding minerals really turning on disconformity between the old and the recent charters—I feel unable to resist the conclusion at which your Lordships have arrived, that taxation of this entry by substitution of a duplicand feu-duty for a year's rent was not intended by the parties in 1858—not demanded by the vassal, and not conceded by the superior. I have considered this case with great anxiety. The views which I entertain in regard to the change in the relations between superior and vassal, and in regard to the presumptions and canons of construction in application to modern charters of *novodamus*, tended to dispose me to concur, if I could, with the Lord Ordinary's judgment. But notwithstanding these views, and not rejecting or overlooking the equitable considerations to which I have adverted, I have been unable to read the words of this charter before us otherwise than as your Lordships have done.

LORD MURE concurred.

The Court pronounced this Interlocutor:—

"The Lords having heard counsel on the reclaiming-note for the Magistrates of Inverkeithing against Lord Young's interlocutor of 25th June 1874, Recal the said interlocutor, Find that the entry of original successors to the lands first, second, and fourth mentioned in the conclusions of the summons is not taxed; find the pursuers entitled to expenses since the date of the interlocutor reclaimed against, and remit to the Auditor to tax the account of the said expenses, and report to the Lord Ordinary, reserving all other questions of expenses; and remit to the Lord Ordinary to proceed with the cause, and with power to decern for the expenses now found due."

Counsel for Pursuers—Dean of Faculty (Clark) and Orr Paterson. Agents—J. & A. Peddie, W.S.

Counsel for Defenders—Marshall and M'Laren. Agents—Lindsay, Paterson, & Hall, W.S.

Friday, October 30.

FIRST DIVISION.

[Sheriff of Wigtown.

SHENNAN *v.* AUSTIN.

Poor—Poor Law Amendment (Scotland) Act, 1845, *sec.* 71.

Held (dub. Lord Deas)—(1) that the travelling expenses incurred by an Inspector of Poor for a parish in obtaining information as to the true settlement of a pauper to whom the said parish had afforded relief, and (2) that the expense incurred by the said parish in prosecuting the husband of the said pauper for desertion, could not be claimed in terms of the 71st section of Poor Law Amendment (Scotland) Act, 1845, against the parish to which the pauper was ultimately found to belong.

Counsel for the Pursuer—Macdonald. Agent—James Somerville, S.S.C.

Counsel for the Defender — Solicitor-General (Watson) and Guthrie Smith. Agent — W. S. Stuart, S.S.C.

Tuesday, November 4.

FIRST DIVISION.

DAVIDSON *v.* FLETCHER.

Process—Removing, Action of—Decree—Appeal—Suspension—Act 6 *Geo. IV. c.* 120, *sec.* 44.

Held that under the 44th section of the Judicature Act, 1825, a decree of the Sheriff in an action of removing, brought in terms of the 5th section of the Act of Sederunt of 14th December 1756, can only be brought under review of the Court of Session by suspension.

Counsel for the Pursuer—M'Kechnie. Agent—W. Kelso Thwaites, S.S.C.

Counsel for the Defender—Pearson. Agents—Gibson-Craig, Dalziel & Brodies, W.S.

Wednesday, November 4.

SECOND DIVISION.

[Lord Mackenzie, Ordinary.

DANIEL STEWART *v.* JOHN STEWART'S TRUSTEES.

Succession—Deathbed—Ratification—Homologation.

Circumstances *held* to bar a pursuer from reducing a trust-disposition and settlement made by his brother on deathbed.

This was a reclaiming note in two actions, in which the question between the parties was as to whether the pursuer Daniel Stewart, at one time shipbuilder, and now carpenter at Saltcoats, homologated the will of his late brother John Stewart, merchant at Ardrossan. The actions were defended by the trustees under the will. In the first action Daniel Stewart asked for reduction of the will on the ground of deathbed, a plea which was in itself well-founded, but the defenders contended that he was barred from insisting in it in respect (1) that he had ratified and approved of the deed of settlement, and had renounced his right to challenge it on the head of deathbed; (2) that he had taken payment of the two first half-yearly portions of an annuity payable to him under the will; (3) that in the receipt thereof he had acknowledged receiving it from his brother's testamentary trustees; and (4) that on 3d May 1869 he obtained from them an advance of £40, with the