marriage he had never given his consent to becoming a trustee, or to having stock of any kind transferred to his name. Shortly after the marriage he was made aware by one of the trustees that he had been nominated a trustee under the marriage-contract. A few weeks afterwards, on 27th August 1874, he signed a dividend warrant in respect of certain Clydesdale Bank stock, being part of Mrs Dodds' trust estate, adding to his signature the word "trustee." On 29th December 1874, in obedience to a circular sent by their law-agent, he attended a meeting of the trustees, and the minute of that meeting bore that the trustees formally accepted office, and further that a schedule of the stocks belonging to the trust estate, among which was the £200 stock of the City of Glasgow Bank, had been laid before them. The minute was signed by Weir some time after the meeting was held. Weir, whose name appeared on the register of the bank, was at the failure of the bank put upon the list of contributories.

In the above circumstances the Court *refused* a petition at his instance for removal from the list, on the ground that by his actings subsequent to the marriage he had clearly accepted the post of trustee, and that he must be presumed to have known that the names of the trustees would appear upon the register as holders of the various stocks in question, and must have agreed thereto.

Counsel for Petitioner—R. Johnstone. Agents—Gibson & Strathern, W.S.

Counsel for Respondents—Kinnear—Asher—Lorimer. Agents—Davidson & Syme, W.S.

Friday, February 21.

FIRST DIVISION.

CITY OF GLASGOW BANK LIQUIDATION—(*DONALD M'LEAN'S CASE*) — M'LEAN (LINDSAY'S CURATOR BONIS) *v.* THE LIQUIDATORS.

Public Company—Winding-up—Register—Liability of Curator bonis *Selling Part of Ward's Stock, and subsequently Drawing Dividends.*

A *curator bonis* of a lunatic was obliged to sell a part of certain bank stock standing in his ward's name to enable him to pay off debts. In order that a transfer might be prepared, the *curator bonis* on the application of the bank sent the act and warrant appointing him curator to the bank, who returned it to him next day. Sometime after the keeper of the stock ledger made the following addition to the entry of stock belonging to the ward:—"By interim act and decree of the Lords of Council and Session, dated 3d, and extracted 29th March 1877, Donald M'Lean, road contractor, Tarland, Aberdeenshire, is appointed *curator bonis* to the above-named John Lindsay, at present an inmate of the Royal Lunatic Asylum, Aberdeen, May 1877." On the subsequent failure of the bank the *curator bonis* was put on the list of contributories. In these circumstances the Court *held* that the above entry being wholly unauthorised could have no legal effect in transferring the property to the curator, but merely entitled him to deal with the stock, and that therefore his name was never on the register, and must be removed from the list of contributories.

Observed by Lord Shand that the result might have been different if the curator had written to the bank, enclosing his title, and requesting them to transfer the stock to his own name individually, and his request had in terms been complied with.

The petitioner Donald M'Lean was on March 29th, 1877, appointed *curator bonis* to John Lindsay, his brother-in-law, at that time and also when this petition was presented an inmate of the Royal Lunatic Asylum, Aberdeen. At that date £220 stock of the City of Glasgow Bank stood registered in the bank books in the name of John Lindsay; but shortly thereafter it was found necessary, in order to provide funds for Lindsay's support, to dispose of a portion of the bank stock, and accordingly £100 of it having been sold, the transfer, dated 28th April 1877, was duly recorded in the books of the bank. There was thus left of the stock £120 belonging to the estate. It was entered in the stock ledger of the bank as follows:—

"John Lindsay, Schoolhouse, Tarland, Aberdeen.
1875.
"June 2. By stock p. ledger 5/285, £220.
1877.
"April 28. To do. to George Murray, £100—£120."

No transfer in favour of the petitioner, either as an individual or as *curator bonis* foresaid, was ever executed, and the stock continued to stand, and still remained at the date when the bank became insolvent, in the ward's name, there being a memorandum added to the entries in the stock ledger in the following terms:—"By interim act and decree of the Lords of Council and Session, dated 3d, and extracted 29th March 1877, Donald M'Lean, road contractor, Tarland, Aberdeenshire, is appointed *curator bonis* to the above-named John Lindsay, at present an inmate of the Royal Lunatic Asylum, Aberdeen, May 1877." This memorandum was entered in the stock ledger without the knowledge or authority of the petitioner, and its existence was unknown to him until he obtained an excerpt from it subsequently to the failure of the bank. In the annual lists of shareholders issued by the bank for the years 1877 and 1878 the stock was entered as held by John Lindsay, there being no mention of the petitioner, and nothing was ever published or circulated or exhibited either in terms of the articles of copartnery of the bank or the Companies Act 1862 to inform the petitioner or the public that the stock stood in his name as a shareholder.

At a meeting held by the liquidators of the bank on November 7th, 1878, to settle the list of contributories, the name of the petitioner was included in the list. Under these circumstances he presented the present petition for removal from the list.

A minute of admissions was adjusted between the parties, the purport of which sufficiently appears from the opinions delivered below.

Petitioner's authority — *Maconochie, Petitioner,*

February 3, 1857, 19 D. 366, on the position of a *curator bonis*.

At advising—

Lord President—The stock in respect of a part of which the petitioner is sought to be made liable as a partner stood registered in the year 1875 in the name of John Lindsay, Schoolhouse, Tarland, Aberdeenshire, who was a brother-in-law of the petitioner. It appears that Lindsay had obtained an advance from Mr Farquharson, the agent for the City of Glasgow Bank at Auchinblae, and that Mr Farquharson in the year 1877 was pressing for payment of the amount of this advance, and that the petitioner Mr M'Lean was in some way mixed up with that matter, because Mr Farquharson writes a very pressing letter to him on the subject on the 13th of February 1877. By this time Lindsay had become incapable of managing his affairs, and the petitioner was at that time in course of applying to the Court for appointment as *curator bonis* to Lindsay, but his appointment had not, at the particular time of which I am speaking, been carried through, and accordingly he writes to Mr Farquharson telling him that he is in course of obtaining such an appointment, and that he must just wait till that is carried through. Then when that is carried through—when Mr M'Lean becomes *curator bonis* for Lindsay—he proposes to sell a portion of Lindsay's stock for the purpose of paying off Lindsay's debt, and for that purpose he employed Mr Tytler, a broker in Aberdeen. Mr Tytler has some correspondence with Mr Farquharson, and the result is that £100 of Lindsay's £220 of stock is sold, and then there arises the necessity for Mr M'Lean as *curator bonis* executing a transfer of that stock to the purchaser, and when Mr Tytler on his behalf proposes that the bank officials shall prepare the transfer in common form, he is informed by Mr Farquharson that the deed of transfer will require to be written in special form, "and we would recommend that you should cause it to be prepared at the head office." When the matter is referred to the head office, Mr Aikman, the law secretary to the bank, writes to Mr Tytler—"Before I can prepare the transfer referred to, I will require to see the extract decree in favour of Mr Donald M'Lean, and you will please therefore send it to me." That was the act and warrant of his appointment as *curator bonis*. After some circuity of correspondence, the act and warrant, or extract decree, as it is called throughout the letters, is sent by the petitioner to Mr Aikman, and that gentleman writes on the 18th of April 1877—"I am in receipt of yours of yesterday with the extract decree in your favour as *curator bonis* to John Lindsay, which I now return." Now it appears from this that the act and warrant appointing Mr M'Lean *curator bonis* reached the hands of these bank officials on the 17th of April, and was returned to the petitioner on the 18th, the object for which it was asked, and for which it was sent, being to enable the law secretary of the bank to prepare the transfer by Mr M'Lean as *curator bonis*. That is the sole purpose for which it was asked, and the sole purpose for which it was sent by Mr M'Lean to the bank. The transfer is prepared accordingly, and bears that Donald M'Lean, as *curator bonis* of John Lindsay, sells in the usual form, and the transfer is duly accepted by the purchaser, who is then entered in the books of the bank as the purchaser of £100 of the £220 of stock which had belonged to John Lindsay, and the balance after that transfer remained registered in the name of John Lindsay. That is the entry made by the keeper of the stock ledger of the bank in consequence of that transfer and sale; there is written off from the stock belonging to John Lindsay £100; and I presume a corresponding entry made under the name of George Murray; and the balance of £120 remains registered in the name of John Lindsay.

Now, so far, nothing could be more regular or proper than the whole proceeding. Mr M'Lean being appointed *curator bonis*, finds it necessary to sell a portion of his ward's stock in order to pay off a debt due by his ward to the bank. He sells it accordingly, and he executes a transfer as *curator bonis*. Now, I do not suppose it will admit of dispute that Mr M'Lean was quite entitled to do all that without making himself a partner of the bank or incurring any sort of personal responsibility in respect of the share belonging to his ward. A *curator bonis* who sells a portion of his ward's estate does not necessarily become the proprietor of that estate in order to enable him to sell. He sells under the authority of the Court, and the Court give him that authority because the ward is incapable himself of giving it. It is just the same thing in practical effect as if a man being a partner of a bank, and being *compos mentis*, grants a letter or a factory and commission or a power of attorney to somebody to act for him in respect of that stock, to sell it, and to draw the dividends, and to deal with it in any way. The party who acts under that authority does not make himself a partner of the bank, nor incur any personal liability in respect of it. He is acting for another, and having full authority he binds that other and not himself.

Down to this point of time therefore—I mean the entry of the 28th of April 1877—it appears to me that everything has been quite regularly and properly done. But it appears that at a subsequent date—some time in the month of May 1877, the particular day not being mentioned—somebody writes into the stock ledger of the bank, immediately under the ledger account of John Lindsay, this note—"By interim act and decree of the Lords of Council and Session, dated the 3d and extracted the 29th of March 1877, Donald M'Lean, road contractor, Tarland, Aberdeenshire, is appointed *curator bonis* to the above-named John Lindsay, at present an inmate of the Royal Lunatic Asylum, Aberdeen." Now this, be it observed, is an entry made some considerable time after the act and warrant had been returned to the petitioner. It is an entry which of course the bank officials had the means of making, because they had in their possession the registered transfer which refers to this act and warrant by its date. But for what purpose or by what authority they made that entry has not been sufficiently explained. It appears to me that they had no authority from Donald M'Lean to make any such entry. There is not a trace of such authority either in the correspondence or in the parole evidence. He did not require an entry of that kind to be made in order to enable him as *curator bonis* to deal with the stock, and therefore there was no reason for his granting any such

authority; but that in point offact he never did grant such authority is, I think, an established fact in this case, as much as a negative can ever be established. Now, if this entry was made without the authority of Donald M'Lean, it cannot bind him, even supposing it to be of such a character that, if authorised, it would have bound him; and one reason therefore for refusing any effect to this entry is, that it is totally unauthorised.

But, in the second place, what is the import and effect of this entry, supposing it to have been authorised? It states the fact that the petitioner was at a certain date appointed *curator bonis* to John Lindsay, but it states nothing whatever beyond that fact; and unless that fact has some legal effect, I do not see the object of making the statement at all. Now, what legal effect has that fact? It has this legal effect, that it entitles the *curator bonis* to deal with this stock; but has it the legal effect of transferring to the *curator bonis* the property in that stock, and making him a partner of the bank? Certainly not. I am speaking now, observe, not of the entry but of the fact recorded. The fact can have no such legal effect. Then, if the fact there stated has no such legal effect, why is this statement of that fact to have any legal effect? If the fact that he is made *curator bonis* does not make him a partner, how is the statement of the fact to make him a partner? It is very difficult to see. I can understand that, as a matter of mere convenience—as a memorandum—it may be quite a reasonable thing for the keeper of this stock ledger to note that the person who is to operate upon this stock in the way of drawing the dividends and otherwise is the *curator bonis*, and not the person in whose name the stock is registered. That is quite a reasonable and intelligible explanation of the entry being made. But that it can have any effect in transferring the stock from the person in whose name it stands to that of another person who has not by reason of the fact there stated acquired any title to it is not intelligible.

It was explained on the part of the respondents that this entry was analogous to an entry to which we gave effect in the case of the petition of *Bell and Others*, Jan. 22, 1879, *ante*, p. 249. Now, I think the contrast between the two is very instructive—because in the case of *Bell* the stock was registered in the name of four persons as trustees and executors of the deceased James Lamb. These persons so named were registered as joint-owners of the stock, and the note which was appended to the entry was this—"By deed of assumption by the above-named John Bell and Archibald M'Callum, the only surviving executors of the deceased James Lamb, dated 18th March 1865, they nominate and assume the following trustees to act along with them;" and then the names of five assumed trustees are given. Now that is no doubt the statement of a fact, just as we have here the statement of a fact. But it is the statement of a fact having a direct and obvious meaning and bearing upon the entry in the register. It is the statement of a fact which has the effect of transferring the property of the stock from one set of persons to another set of persons—in short, it is a statement that whereas Peter M'Callum and three other persons were originally the joint-owners of this stock, John Bell and six other persons are now the owners of that stock, the effect of which of course is to make the latter named persons, John Bell and six others, the owners from that date, and the partners from that date in respect of that stock. The fact there is a fact which operates a transfer of the stock from one set of persons to another set of persons, whereas here the fact that is stated has no effect whatever in the way of transferring the stock or affecting it at all.

Therefore I think we can give no sort of effect to this note, and the consequence of that is that Mr M'Lean is not upon the register, and that seems to me to be an end of the case.

If by any possibility this could be construed into an authorised entry of M'Lean upon the register, however irregularly it might have been done—however imperfectly the registration might have been completed—there would be room then for looking at evidence of acquiescence in what had been done; but if nothing has been done—if the thing that has been done can have no legal meaning or effect at all—actings afterwards can have just as little legal effect, because I do not suppose it can be contended that because a man draws a dividend upon stock which he is entitled to draw, the dividend warrant containing a description of the stock as entered in a particular manner in the register, and the stock not being so entered, he can be afterwards bound to that which is not a fact—bound as if he had been entered on the register. And in like manner, when he receives a new certificate of the remainder of a certain part of this stock—£45 out of £145—the £100 which had been sold by Mr M'Lean being deducted—if there is an inaccurate description in that of what is actually contained in the register, I do not suppose that anybody can be bound by it when we get back to the fact that there is no such entry in the register as that former certificate would lead one to suppose. In short, I do not think a man can be made a partner of a bank by receiving a dividend on a false narrative, or by receiving a certificate of stock with an inaccurate description, the fact being behind all that, that the original owner of this stock, Mr John Lindsay, is down to this day the only man upon the register in respect of that stock, for that is really the meaning and effect of the condition of the register as I have now represented it. I am therefore very clearly of opinion that this gentleman must have his name taken off.

Lord Deas—I agree very much with what your Lordship has said, and I should only be disposed to add that this is obviously a very different case from the case of *Lumsden* v. *Peddie*, Nov. 16, 1866, 5 Macph. 34, referred to in the course of the argument. It is only necessary to read that case to see how different it was. There is a good deal upon the subject in the opinion of Lord Curriehill in the case of *Maconochie*, 19 D. 366, and also in the case of *Scott*, 21st Feb. 1856, 18 D. 624; but I do not think it necessary to enter into the particulars of these cases. In the case of *Bell*, *ante*, p. 249, the name of the truster was Lamb, and the entry in the register from first to last stood in the name of Lamb's trustees. There was no change made upon that. The one set of trustees assumed some others, and then the entry was made of the assumed trustees, but the entry all along was an entry of Lamb's trustees. There is no analogy between that and this case. Here,

if you confine your attention to the register alone, the state of the facts cannot be ascertained. It does not bring it out at all, the actual case being that the curator sold part and kept part of the stock, and the part he kept was the only part of which he wished or required any entry to be made at all.

Lord Mure—I am of the same opinion, and I entirely concur in the views that your Lordship has expressed upon the whole case. I shall only say that I think it was latterly not disputed in argument that if there had been no sending of the certificate and no signing of the dividend warrant by M'Lean subsequent to the date of this entry, the mere fact of the bank having made that entry could not of itself have subjected M'Lean to the responsibilities attached to being a partner of the bank.

I think it is quite plain upon the evidence that this it never could have done. He was in the position of a curator of a lunatic who stood entered as a shareholder of the bank, and finding it necessary in administering the estate by paying the debts of the lunatic to get quit of a portion of the stock he intimates his intention to the bank; and in order that they might be satisfied, I presume, that he was *in titulo* to sell, they required to see the certificate of the stock, and the extract decree of his appointment as curator. But he states that when he sent these he did not authorise them to enter his name as a shareholder. So that the entry was made not only without authority, but, as I read it, it was improperly made by the bank if it was intended to make him a partner or subject him to the responsibilities attaching to that position. The extract was sent to the bank for a special and limited purpose, and they had no right to enter his name as the holder of the shares with a view to make him a substitute for Lindsay. That ground, then, that what they did they did without authority, is sufficient to prevent him from being subjected in liability.

A good deal was said about the case of *Lumsden* v. *Peddie*, Nov. 16, 1866, but it appears to me to be a totally different case. The words there were —"And I, the said Donald Smith Peddie, as *curator bonis* aforesaid, do hereby agree to take and accept the said capital stock, and as *curator bonis* foresaid hereby become a partner of the said bank"—a distinct acknowledgment on his part that when he took the transfer of the shares to himself by so doing he intended to become a partner of the bank.

In the present case the petitioner was acting officially with reference to a person who was a partner of the bank owning the shares, and I agree with your Lordship that he is in the same position as any factor or commissioner would have been who had authority to sell the stock, and was transacting with the bank with a view to the sale of it. In these circumstances, I do not think that there was an adoption of his position by accepting the certificate of the £45 of stock which was sent to him. He explains in his evidence that immediately on getting it he sent it to the accountant of Court, and that he never considered that he had made himself a partner of the bank. The same observation applies to the drawing of the dividend. He drew it in the belief that he was doing so as Lindsay's *curator bonis*, and I think that in law he was acting in no other character.

Lord Shand—I am not prepared to say that the entry made in the stock ledger would not in certain circumstances have been sufficient to make the petitioner a partner as an individual. If, for example, he had written to the bank enclosing his title as *curator bonis* to Lindsay, the lunatic, and requested the bank to transfer the stock into his own name individually, and in answer to that he had received a certificate bearing that the stock had been put in his own name, with a letter stating that his request had been complied with, I should find it difficult to say that the particular entry in this case made in the stock ledger was not sufficient to make him a partner as an individual. The purpose of the stock ledger is to record the names of partners and the particulars of the stock held by them, and if this gentleman's name had been entered in the ledger at his own request, in the terms of the entry in question, that he might be personally the holder of the stock, I cannot say that I should hold the entry insufficient for that purpose.

But for the purposes of my opinion in this case I find it unnecessary to decide that question. I assume that the entry would be sufficient to make him a partner, but I am of opinion that he gave no authority for any entry that would have that effect; and I think the bank have failed to prove any adoption or approval of the entry in their books which would have that effect. The facts as to antecedent authority are quite plain. He was induced to send his title as curator in consequence of a letter which Mr Farquharson, the agent of the bank, sent to him direct, and which contains this passage—"Before the transfer of Mr John Lindsay's stock can be completed"—that was a transfer of the stock that had been sold—"it will be necessary to show to the bank the extract decree appointing you *curator bonis* to Mr Lindsay." What was asked was simply a sight of the extract decree in order to warrant the bank in dealing with the transfer of the stock sold; and the petitioner says (I have no doubt quite truthfully), with reference to this letter, that having received it he enclosed the decree in an envelope and sent it to the law secretary without any letter. He adds—"I never wrote to Mr Aikman desiring that my name should be recorded in the books of the bank. I never wrote a word to him or anyone else." And he says he never had any idea that his name was on the register. The title having been returned, it is quite plain that the petitioner gave no authority to register him as a partner. And accordingly the bank, in order to make out any case against him, must prove that he adopted an entry which made him a partner. How is it proposed to do that? In the first place, by reference to the certificate of the balance of the £145 of stock. This is a certificate which mentions that Donald M'Lean, road contractor, Tarland, as *curator bonis* to John Lindsay, has been entered in the books of this company as the holder of £45 of stock. It is clear that that was no notice to him that £120 of stock had been put in his name. The utmost the bank could make of it is, that it gave notice that £45 of the stock had been transferred. But I altogether demur to the idea that a man getting a certificate of this kind stating on its face that he has been registered, though he gave no authority, and never thought of such a thing, can be held to commit him to

the registration. I hold that in such circumstances something quite different must be done in order to bind him—something distinct in the way of notice by the bank, and in a very different form from this. I make the same observation in regard to the dividend warrant. It is proposed to stretch its effect to a most remarkable extent, for the suggestion is, that because he drew a dividend not on the £45 stock, but on the whole £120 stock, which dividend warrant mentioned that his name was in the books of the bank, that was notice to him and commits him as a partner of the bank. The case of the bank really lies in these two things—the certificate and the dividend warrant. I am clearly of opinion that as the petitioner gave no warrant originally to put his name on the register, and had no reason to suppose this had been done, we cannot infer from the receipt of the first of these documents and the signature of the other that he adopted the act of putting his name on the register; and on that ground I concur in the judgment that your Lordship proposes.

The Court therefore ordered the petitioner's name to be removed for the first part of the list of contributories.

Counsel for Petitioner—M'Laren—J. A. Reid. Agent—D. Lister Shand, W.S.

Counsel for Respondents—Kinnear—Asher—Lorimer. Agents—Davidson & Syme, W.S.

HIGH COURT OF JUSTICIARY.

Friday, February 21.

STEVENSON *v.* M'LEVY AND OTHERS.

(Before the Lord Justice-Clerk (Moncreiff), Lord Young, and Lord Craighill.)

Justiciary Cases—Amendment of Complaint under Summary Procedure Act 1864 (27 *and* 28 *Vic. cap.* 53), *sec.* 5—Locus.

A complaint without a *locus* is irrelevant, and after proof has been led it is incompetent to amend the libel by inserting it.

Justiciary Cases—Salmon-Fishing—31 *and* 32 *Vict. cap.* 123 (*Salmon Fisheries Act* 1868)—Onus *of proof.*

In a complaint under the 21st section of the Salmon Fisheries Act of 1868, against certain persons for having salmon in their possession which were taken within the limits laid down in the Act, *held*, *per* Lords Justice-Clerk and Craighill, that it being shown that the accused were apprehended within the jurisdiction of the Sheriff with fish in their possession, and that it was close time, the *onus* lay on them to prove where the fish were taken.

Opinon per Lord Young, that the matter of *onus* was within the discretion of the Sheriff in each particular case.

Observed per Lord Justice-Clerk, that the division into districts which is prescribed by the Salmon Acts is exclusively a river distribution, and must not be extended to refer to a landward demarcation.

This was a Special Case stated for the opinion of the High Court of Justiciary, by the Sheriff-Substitute of Roxburgh (RUSSELL) under the Statute 38 and 39 Vict. c. 62.

The respondents Forrest, M'Levy, and Others, labourers in Hawick, were accused at the instance of the Procurator-Fiscal of Roxburghshire of having contravened the 21st section of the Salmon Fisheries (Scotland) Act 1868, in so far as on the 30th October 1878, or about that time, they "had in their possession or in the possession of one or other of them, sixty-three or thereby salmon, which were taken within the limits of the said Act, viz., the rivers Nith, Annan, and Esk, as the same are limited and described in Schedule B attached to the said Act, and which salmon were taken between the commencement of the latest and the termination of the earliest annual close time which is in force for the time for the district of the river Nith," whereby they had incurred various penalties.

Several of the respondents pleaded not guilty, while others failed to appear.

It was proved "that on the day specified in the complaint, and about 11 o'clock A.M., the five respondents were seen on the public road between Hawick and Newcastleton, and at a part thereof between Limekilnedge and Whitrop, in the parish of Newcastleton, and that when first seen they were travelling in the direction of Hawick, but being intercepted by the policemen, who had seen them on the road, they were stopped, and were found each to be carrying a bag containing salmon and two of them to be carrying lanterns; that the bags and fish having been taken possession of by the officers and carried to Hawick, it was found that in all they contained sixty-three fish of the salmon kind, varying in weight generally from about one to four pounds, and many of them bearing marks of having been taken with cleeks. There was no evidence to prove that the place where the respondents were found with the fish in possession was situated within the district of the Nith, Annan, and Esk specified in the complaint, or that the fish had been taken within that district." The place where they were found, while in point of fact nearer to the waters within the district in question, was not far from the Tweed district, which is not within the Act referred to.

After the evidence had been led, on the motion of the prosecutor (the agent for the respondents objecting to the proceeding as incompetent) the following words were added to the complaint—"on the public road near to Limekilnedge in the county of Roxburgh." The Sheriff was of opinion that the terms of the complaint being what they were, and there not being evidence that the fish were in the possession of the respondents within the district specified in the complaint, the respondents ought to be assoilzied.

The questions of law submitted for the opinion of the Court of Justiciary were—"(1) Whether the amendment on the complaint above set forth was competently made after the proof had been led, but before judgment? (2) Whether, on the facts above stated, the respondents were properly assoilzied, or whether they ought to have been convicted?"

The argument sufficiently appears from the opinions of the Court.

Authorities—25 and 26 Vict. c. 97 (Salmon Fisheries Act 1862), sec. 4; 31 and 32 Vict. c. 123 (Salmon Fisheries Act 1868), sec. 21; *Mitchell*