understand the principle stated for the decision in the case of *Colquhoun*. It is new to me that where a statute prescribes an offence nobody can be guilty who does not commit it with his own hand. To take the case of coinage as an illustration, are we to be told that no one can be convicted of that crime unless he has made false money with his own hand? In this case the facts are clear. A gang of men with two dogs go to a field for the purpose of capturing game. Some of the men go into the field, and in order that the dogs may be able to secure the hares within the field the others remain outside and whenever the hares attempt to make for the road they force them back. I have no doubt that the men upon the road were just as much guilty of trespass as those in the field. I think therefore that the acquittal was wrong, and that we must so find and remit to the Sheriff.

LORD RUTHERFURD CLARK concurred.

LORD KYLLACHY—I also agree. I think we must follow *Stoddart* rather than *Colquhoun*. I also agree that the decision in the case of *Stoddart* is upon its merits the preferable one.

The Court answered the question in the affirmative, and remitted to the Sheriff-Substitute.

Counsel for the Appellant—Macfarlane. Agents—John C. Brodie & Sons, W.S.

Counsel for the Respondents—Craigie. Agents—

COURT OF SESSION.

Friday, June 13.

FIRST DIVISION.

MORIER AND OTHERS *v.* GILMOUR AND ANOTHER.

Provisions to Husbands, Wives, &c.—Contract of Marriage—Trust—Construction—Wife's Acquirenda subsequent to Dissolution of Marriage.

In contemplation of an intended marriage between William Morier and Susan Gilmour, they, along with Allan Gilmour, the father of Susan Gilmour, entered into an agreement for a settlement in April 1878. By this agreement it was *inter alia* provided that a sum of £10,000 should be paid by Allan Gilmour to certain trustees for behoof of the spouses and their children in manner therein mentioned; and by article 9 it was declared that "All after-acquired property of the said Susan Ewing Gilmour, real or personal, shall be assured and transferred by the said William John Morier and Susan Ewing Gilmour to the trustees, upon the same trusts hereinbefore declared of the said sum of £10,000." The marriage was duly solemnised on 13th June 1878, and the parties not having executed any marriage-settlement as contemplated, it was agreed that the above agreement should, with certain additions and alterations set forth in a minute annexed to the agreement, be held as their marriage-settlement. The minute, *inter alia*, set forth—"*Thirdly*, Miss Gilmour, with consent of her husband, hereby conveys to the said trustees all property, funds, and estate that since the date of the foregoing agreement may have been acquired by her, or that may hereafter be acquired by her by succession or otherwise, to be held and applied by them in trust for the same purposes and with the same powers as the said sum of £10,000.

A decree of divorce bearing to dissolve the marriage was pronounced by a court in Australia in 1883, and William Morier died in 1885, survived by Susan Gilmour or Morier and one child of the marriage.

In April 1888 Susan Morier became entitled, in terms of an uncle's will, to a legacy of £2000 sterling. *Held* (following *Wardlaw* v. *Wardlaw's Trustees*, July 7, 1880, 7 R. 1066) that the legacy of £2000 was not carried by the wife's conveyance of *acquirenda* in the marriage-contract, but that she was entitled to demand payment of it as her own absolute property.

Counsel for the First Parties—G. W. Burnet. Agents—Forrester & Davidson, W.S.

Counsel for the Second Parties—C. K. Mackenzie. Agents—W. & J. Burness, W,S.

Friday, June 13.

FIRST DIVISION.

[Lord Kinnear, Ordinary.

GOVERNORS OF GEORGE HERIOT'S TRUST *v.* DRUMSHEUGH BATHS COMPANY.

Superior and Vassal—Entry—Casualty—Composition — Conveyancing (Scotland) Act 1874 (37 and 38 Vict. cap.), sec. 4.

The 4th sub-section of the 4th section of the Conveyancing Act 1874 provides that "no lands shall after the commencement of this Act be deemed to be in non-entry, but a superior who would but for this Act be entitled to sue an action of declarator of non-entry against the successor of the vassal in the lands . . . may raise in the Court of Session against such successor, whether he shall be infeft or not, an action of declarator and for payment of any casualty exigible at the date of such action, and no implied entry shall be pleadable in defence against such action."

The superior of certain lands granted a charter of confirmation in 1788 con-