

Tuesday, July 1.

OUTER HOUSE.

[Lord Dewar.

MEADES v. BEARDMORE &
 COMPANY, LIMITED.

Process—Jury Trial—Motion for Trial at Vacation Sittings—Motion Enrolled Prior to a Day Three Weeks before the Sittings, but not Made in Court until after that Day—Codifying Act of Sederunt, 1913, F, i, 4.

The Codifying Act of Sederunt, 1913, F, i, 4, enacts that if the day appointed by the Lord Ordinary for the trial of a cause by jury "is later than the next ensuing vacation of the Court or Christmas recess, as the case may be, it shall be in the power of the party to the cause at any time prior to a day three weeks before the said ensuing vacation or recess to enrol the cause before the Lord Ordinary, and to give intimation to the other party that he wishes the cause tried at the sittings in the said vacation or recess. . . ."

A motion for trial of a cause at the ensuing sittings was enrolled more than three weeks before the ensuing vacation, but the motion itself was not made in Court until a day which was within three weeks thereof.

Held (per Lord Dewar) that the motion for trial at the sittings was not timeously made.

This was an action of damages at the instance of William Meades, tailor, against William Beardmore & Company, Limited, based upon fatal injury to the pursuer's son caused by a motor car belonging to the defenders. An issue had been approved and a date fixed in the Winter Session 1913-14 for trial of the cause by jury.

On Saturday 28th June 1913 the pursuer enrolled the case for the Lord Ordinary's motion roll of the following Tuesday, 1st July, in order to have the cause tried at the sittings which began on Monday, 21st July.

The Lord Ordinary held that the notice of motion, although lodged with the enrolling clerk prior to a day three weeks before the sittings, was too late, and that the motion to have a cause sent to the sittings must be made "prior to a day three weeks before the sittings."

Counsel for the Pursuer—A. M. Stuart.
 Agents—Hume, M'Gregor, & Company,
 S.S.C.

Counsel for the Defenders—W. Wilson.
 Agents—Bonar, Hunter, & Johnstone,
 W.S.

Saturday, October 18.

FIRST DIVISION.

SCOTTISH INSURANCE
 COMMISSIONERS v. PAUL AND
 ANOTHER.

Insurance—National Insurance—Employment—Contract of Service—Assistants to Ministers—Lay Missionaries—Student Missionaries—National Insurance Act 1911 (1 and 2 Geo. V, cap. 55), sec. 1 (1) and (2), and First Schedule, Part I (a).

The National Insurance Act 1911 enacts—Part I, section 1 (1) and (2), and First Schedule, Part I (a)—that persons employed within the meaning of the Act shall include all persons who are engaged in any "employment in the United Kingdom under any contract of service. . . ."

Held (1) that assistants to ministers of the Church of Scotland and of the United Free Church of Scotland, and (2) student missionaries of both these Churches, were not persons employed within the meaning of the Act, in respect that they were not employed under any contract of service in the sense of the Act, but (3) that lay missionaries of both these Churches were so employed.

The National Insurance Act 1911 (1 and 2 Geo. V, cap. 55), sec. 1, enacts—" (1) Subject to the provisions of this Act, all persons of the age of sixteen and upwards who are employed within the meaning of this part of this Act shall be, and any such persons who are not so employed but who possess the qualifications hereinafter mentioned, may be insured in manner provided in this part of this Act, and all persons so insured (in this Act called 'insured persons') shall be entitled, in the manner and subject to the conditions provided in this Act, to the benefits in respect of health insurance and prevention of sickness conferred by this part of this Act. (2) The persons employed within the meaning of this part of this Act (in this Act referred to as 'employed contributors') shall include all persons of either sex, whether British subjects or not, who are engaged in any of the employments specified in Part I of the First Schedule to this Act, not being employments specified in Part II of that schedule." Part I (a) of the said First Schedule is as follows:—" (a) Employment in the United Kingdom under any contract of service or apprenticeship, written or oral, whether expressed or implied, and whether the employed person is paid by the employer or some other person, and whether under one or more employers, and whether paid by time or by the piece, or partly by time and partly by the piece, or otherwise, or except in the case of a contract of apprenticeship without any money payment." Part II of the First Schedule contains, *inter alia*, the following provision:—" *Exceptions.*—"