to six months' imprisonment. The charge against him was "the wicked, fraudulent, and felonious concealment, or clandestinely putting away or carrying off, and sale or disposal, by a person being in bankrupt or insolvent circumstances, of property or stock belonging to him or his creditors, for the purpose of defrauding his creditors." He now suspended this conviction on the following grounds:—viz. (1), the Sheriff had no jurisdiction to try such a charge; (2) the charge was irrelevantly libelled; and (3) evidence was admitted which ought to have been excluded.

The first ground was given up on its being pointed out that the competency of the Sheriff to try such a charge had been already affirmed in the recent case of Dawson (4 Irvine, 357). The second ground was that what was charged was not a completed offence, but only a purpose or intention to commit one; and the evidence which was said to have been improperly admitted consisted of statements made by the panel to his law-agents some years ago, by means of which his insolvency was proved, and which were said to have been confidential. It was also urged that the Sheriff had allowed the contents of a written document to be proved by parole evidence.

After hearing Mr C. SMITH for the suspender, the COURT refused the bill. The case was entirely different from that of Inglis (4 Irv., 387 and 418), which had been founded on, because here the charge mentioned three different things which had been done for a felonious purpose. In regard to the confidentiality, the Court were of opinion that the rule of law did not apply here. The statements were made some years ago, and not in regard to the present matter at all. Statements to a law-agent are only protected if made to him as such—for professional purposes—and in regard to a matter of proper professional consultation. The only other point was the admission of parole evidence; but the thing which had been proved by it was quite immaterial to the case. It would never do to review every case tried by a Sheriff because some incompetent evidence on an utterly unimportant point had been admitted—if, for instance, as Lord Neaves remarked, a man had sworn that a certain day was rainy, and it appeared that he had not been out, but had been told so by his wife.

COURT OF SESSION.

Tuesday, Jan. 30.

FIRST DIVISION.

PRINGLE *v.* BREMNER AND STIRLING (*ante*, p. 84).

Reparation — Relevancy. Circumstances in which an action of damages against police officers for searching a person's repositories and apprehending him without a warrant dismissed as irrelevant.

Counsel for Pursuer—Mr Watson and Mr MacLean. Agent—Mr William Miller, S.S.C.

Counsel for Defender—The Lord Advocate and Mr Moncrieff. Agents—Messrs Murray & Beith, W.S.

This is an action of damages for wrongful apprehension and illegal search by police officers, which was before the Court some weeks ago, when the pursuer was allowed to give in a minute explaining more particularly his grounds of action. The following additional statement was accordingly made by him:—

"On the occasion when the defenders came to the pursuer's house, as aforesaid, the pursuer, who had been from home, arrived at his house just as the defenders had driven up. The pursuer's dwelling-house was situated on the side of a public road, and his workshop is separate, and at a short distance from it. The defenders informed the pursuer, immediately on his arrival, that they had a warrant against him; but they did not at this or any other time explain the nature of said warrant to the pursuer. At the time when the defenders informed the pursuer they had a warrant against him, they were all outside the house, and it was so dark that the pursuer could not have read the warrant. The pursuer did not after this demand exhibition of the warrant, because he did not doubt the statement by the defenders that they had a warrant of some kind; and he assumed that they would not exceed the limits of the warrant. After this the pursuer opened his dwelling-house, which the defenders entered, and a light was then procured. The defenders thereafter proceeded at once, and without farther ado, to search the pursuer's writing-desk and the drawers which it contained. The defenders spent between one and two hours in ransacking the said writing-desk and drawers, and in reading and examining the MSS., books, letters, and papers which they found therein. The whole search made by them in the pursuer's dwelling-house consisted of the reading and examination of the pursuer's said books, letters, and papers. The pursuer is not aware whether the defenders ever made a search in his workshop."

The Court were of opinion that the pursuer's statements, even as amended, did not afford relevant grounds for an issue, and accordingly dismissed the action with expenses.

Wednesday, Jan. 31.

FIRST DIVISION.

MACKENZIE *v.* ANDERSTON FOUNDRY CO.

Reparation—Issue. Issue in an action for breach of a contract said to be constituted by an offer followed by homologation and *rei interventus*.

Counsel for Pursuer—The Solicitor-General and Mr Birnie. Agents — Messrs Webster & Sprott, S.S.C.

Counsel for Defenders—Mr Clark and Mr Moncrieff. Agents—Messrs Wilson, Burn, & Gloag, W.S.

The pursuer, as trustee on the sequestrated estate of Peter Hamilton junior, sole partner of the St Rollox Malleable Iron Company, sued the defenders for £5000 of damages for breach of contract. The pursuer averred that "on or about 14th January 1864 a contract was entered into whereby" the said iron company "sold to the defenders" 2200 tons of iron, to be delivered in the option of the defenders either as iron cut to dead lengths at £8, 5s. per ton, or as tie bars at £8, 12s. 6d. per ton, "conform to letter," which was dated 14th January 1864. He also averred that the said contract had been followed by *rei interventus*, and had been homologated, but in March 1864, after the sequestration of Hamilton, had been repudiated by the defenders. The defence was that the offer had not been accepted, and that no damage had been suffered.

The pursuer proposed an issue which did not set forth the date of the contract. The defender objected on the ground that as in the record the pursuer had averred a contract entered into on a particular date he was bound to put that date in issue.

The Court held that although a contract was averred, it was said to be constituted by a letter only, which did not make a contract. The defenders themselves called it on record "a proposal." They thought the pursuer was entitled to prove not only the offer but also his averments as to subsequent acts, and they therefore put in the issue as the date of the contract, the words "betwixt the 12th of January and 20th of February 1864." In other respects the issue was approved of.

JACK *v.* SCOTT.

New Trial. Motion for a new trial refused in a case of conflicting evidence.