

possession and charge of the said John Hood, the articles of furniture and others, her property, specified in the schedule hereunto annexed? And whether the said articles, or some of them, were not delivered to the said Miss Helen Pringle, or to the said pursuer as her assignee, or to any one for her or his behoof? And whether the said articles were of the value of £50, or of what value?"

After the jury were sworn the case was compromised, the defenders agreeing to pay to the pursuer £140, and to give up the articles of furniture referred to in the third issue, each party paying his own expenses.

**MUNRO v. CALEDONIAN BANKING COMPANY**  
(*ante*, p. 108).

*Subscription of Deed—Testamentary Witnesses.* Verdict of a jury that testamentary witnesses had not seen a bond of caution subscribed.

Counsel for Pursuer—Mr Watson. Agent—Mr L. M. Macara, W.S.

Counsel for Defenders—Mr Gordon and Mr Millar. Agents—Messrs Adam & Sang, S.S.C.

In this case, in which James Munro, tenant, Kincardine, is pursuer, and the Caledonian Banking Company are defenders, the issue submitted to the jury was—

"Whether Peter Gray and Donald Munro, two of the alleged witnesses to the bond No. 19 of process, or either of them, did not see the pursuer subscribe the same, and did not hear him acknowledge his subscription?"

The instrumentary witnesses were both examined. They had no distinct recollection on the subject, but rather thought that they did not see the pursuer sign or hear him acknowledge his subscription. The pursuer, however, and the bank agent, Mr Clark (the document was a bond of caution for a cash credit), both gave positive evidence on the subject; but they flatly contradicted each other. Lord Kinloch told the jury that it was for them to judge as to which was speaking the truth. But the pursuer and Mr Clark were more or less interested witnesses. But in order to find for the pursuer they must be satisfied that the witnesses did not see the bond subscribed or hear the subscription acknowledged. If they thought the matter involved in doubt, then their verdict should be for the defenders.

The jury, after an absence of a few minutes, found for the pursuer.

**MACINTYRE v. CALEDONIAN BANKING CO.**  
(*ante*, p. 108).

Counsel for Pursuer—Mr Watson. Agent—Mr L. M. Macara, W.S.

Counsel for Defenders—Mr Gordon and Mr Miller. Agents—Messrs Adam & Sang, S.S.C.

The pursuer of this action was also a party to the bond of caution referred to in the previous case, and a similar issue had been adjusted. A minute was lodged for the pursuer consenting that the defenders should be in the same position as if a verdict had been returned for them upon the issue, when the question of law which now arises, comes to be discussed—viz., whether, in consequence of Munro, one of the cautioners, being now freed, the pursuer, the other cautioner, is entitled to be free also?

**KNOX v. MACARTHUR** (*ante*, p. 100).

Counsel for Defender—Mr Watson and Mr J. H. A. Macdonald. Agents—Messrs J. & J. Turnbull, W.S.

In this case, in which Andrew Knox, quarryman, residing at New Monkland Poorhouse, in the county of Lanark, is pursuer; and John Macarthur, parochial schoolmaster at New Monkland, and residing there, in the said county, is defender, the following is the issue—It being admitted that the pursuer

was, on or about the 13th of September 1864, an inmate of the poorhouse of New Monkland, in the county of Lanark, and that the defender was, at the date mentioned, a member of the Visiting Committee of said poorhouse:

"Whether, on or about the 13th September 1864, within the said poorhouse of New Monkland, the defender did attack and assault the pursuer—to his loss, injury, and damage?"

Damages laid at £250.

The pursuer failed to appear by himself or by his counsel or agent; and the Judge granted a certificate to that effect, in order to entitle the defender to obtain a dismissal of the action.

Thursday, March 29.

**MACLEAN v. COLTHART.**

Counsel for Pursuer—The Solicitor-General and Mr W. M. Thomson. Agent—Mr Wm. Burness, S.S.C.

Counsel for Defender—Mr Gordon and Mr H. J. Moncreiff. Agents—Messrs Cheyne & Stuart, W.S.

In this case Roderick Maclean, sometime merchant in Stornoway, now in Glasgow, is pursuer; and Robert Colthart, sometime wine and spirit merchant in Stornoway, afterwards residing at Abington, in Lanarkshire, Wanlockhead in Dumfriesshire, and Auchintinney of Ardnamurchan in Argyllshire, is defender. The issues were—

1. "Whether, on or about 3d November 1862, the pursuer was, on a warrant obtained against him as *in meditatione fugæ*, at the instance of the defender, wrongfully apprehended on board the steamer Clydesdale, on her voyage from Stornoway to Glasgow, and was removed from said vessel and taken to Stornoway, and kept in custody there until the following day—to his loss, injury, and damage?"

2. "Whether, on or about 4th November 1862, the pursuer was, on a warrant of imprisonment, until he should find caution *de judicio sisti*, granted by the Sheriff-Substitute at Stornoway, on the application of the defender, wrongfully imprisoned in the prison of Stornoway, and detained in said prison until on or about 23d November 1862—to his loss, injury, and damage?"

Damages laid at £2000.

The case was set down for trial to-day, but was compromised, the defender having made a tender of £105 of damages, with expenses, which the pursuer accepted.

Thursday, Friday, and Saturday,  
March 29, 30, and 31.

**BATEYS v. DYKES** (*ante*, p. 146).

*Reparation—Wrongous and Malicious Arrestment of a ship—Wrongous Exaction of Money not Due.* Jury trial, in which verdict for the pursuers.

Counsel for Pursuers—Mr Gifford and Mr Trayner. Agent—Mr P. S. Beveridge, S.S.C.

Counsel for Defender—Mr Mackenzie and Mr H. J. Moncreiff. Agent—Mr A. D. Murphy, S.S.C.

In this case, John Batey, shipowner, lately residing in Leith, now in Newcastle-upon-Tyne, and Francis Batey, shipowner, also lately residing in Leith, and now in Newcastle-upon-Tyne, registered owners of the steam-vessel Montrose, afterwards called the Lord Aberdour, of Newcastle-upon-Tyne, and lately plying between Leith and Aberdour as a passenger boat, are pursuers; and James Dykes, coal merchant and shipowner, residing in Leith, is defender. The issues were—

1. "Whether, on or about the 15th day of July 1865, the defender wrongously, maliciously, and without probable cause, and for a debt not due by the pursuers, arrested the steamship or