

and falsely represent him, then they would find for the defender.

The jury then retired, and, after an absence of a few minutes, returned a unanimous verdict for the defender.

Agent for Pursuer—John Thomson, S.S.C.

Agents for Defender—D. Crawford and J. Y. Guthrie, S.S.C.

Friday, April 3

(Before the Lord President.)

WHITE v. GRIEVE.

(Ante, vol. iv, p. 156).

Jury Trial—Bankruptcy—Fraud—Bill of Lading. Verdict for pursuer.

In this case the pursuer was Peter White, accountant in Glasgow, trustee on the sequestrated estates of John Reid junior & Company, merchants in Glasgow, and of John Reid junior and David Walker, both merchants there, the individual partners of said company, as such partners, and as individuals, in room and place of the deceased Andrew MacEwan, accountant in Glasgow, formerly trustee on the sequestrated estates; and the defender was Walter Grieve, merchant in Greenock. The issue submitted to the jury was in the following terms:—

“It being admitted that, on the 30th December 1864, the estates of John Reid junior & Company, merchants in Glasgow, were sequestrated, and that the pursuer is trustee on said estates:

“Whether on or about the 13th December 1864, and within sixty days of said sequestration, the said John Reid jun. & Company, in violation of the Statute 1696, c. 5, wrongfully transferred a bill of lading of a cargo of sugar, consisting of 1503 bags or thereby channel brown sugar, and 1700 bags or thereby American brown sugar, and the said cargo, to the defender, in satisfaction of a prior debt due to him, in preference to their other creditors? And, whether the defender is indebted and resting-owing to the pursuer in the sum of £4114, 6s. 8d., or any part thereof, as the value of the said sugars, with interest thereon from 13th December 1864?”

SOLICITOR-GENERAL (MILLAR) and A. MONCRIEFF for pursuer.

CLARK and GIFFORD for defender.

The jury, after a short absence, returned a unanimous verdict, finding for the pursuer, and assessing damages at £3496, 18s. 8d.

Agents for Pursuer—Wilson, Burn & Gloag, W.S.
Agents for Defender—M'Ewen & Carment, W.S.

Saturday—Monday, April 4–6.

(Before the Lord President.)

TURNBULL, SALVESEN & CO. v. SHOTTS IRON CO.

Jury Trial—Agreement—Failure to Perform. Verdict for pursuers.

This was an action in which Turnbull, Salvesen, & Co., merchants, Leith, and George Vair Turnbull and Christian Salvesen, merchants, Leith, the individual partners of said firm, were pursuers; and the Shotts Iron Co., carrying on business at the

Shotts Iron Works, in the country of Lanark, and at 69 West Nile Street, Glasgow; and William Crichton, of 17 India Street, Glasgow; Clement Ellis, merchant, Glasgow; and George Stewart Anderson, merchant there, three of the individual partners, and also three and a quorum of the directors of the said Shotts Iron Company, were defenders.

The issue sent to the jury was in the following terms:—

“Whether, under the letters contained in the schedule hereto annexed, the defenders contracted and agreed to deliver to the pursuers in the year 1866, 3000 tons of Shotts Boghead gas coal, in the manner and upon the terms and conditions specified in the said letters? And

“Whether, in breach of said contract, the defenders failed to deliver to the pursuers, in the manner therein specified, 1000 tons, or any part thereof, of the said coals—to the loss, injury, and damage of the pursuers?”

Damages were laid at £1500, with interest from 1st May 1866, till payment.

SCHEDULE referred to in the foregoing issue.

I.—Letter, the Pursuers to Mr Richard Brown, Manager of the Shotts Iron Company.

“Leith, 25th July 1865.

“Dear Sir,—We now beg to confirm the verbal arrangement made with you on Saturday. The arrangements of the 10th inst. with reference to the sale of 2000 tons is hereby cancelled. You are now to supply us with 3000 tons Shotts Boghead gas coal during 1866, and a like quantity of 3000 tons during 1867. Delivery to be given and taken at the rate of 250 tons per month, and if not so taken, we are to have liberty to do so during the following month, but thereafter to be paid whether taken or not. The price is fixed at the rate of 42s. 6d. per ton net, f. o. b. Bo'ness, with 8d. per ton extra if shipped at Leith. In the event of the coal becoming exhausted, you are not to be called on to give delivery, but our purchase is to rank equally with others, and according to date. In the event of a strike among the workmen, the delivery may be delayed until it is over, and the additional time added to end of contract.—We are, &c.

(Signed) “TURNBULL, SALVESEN, & Co.

“P.S.—Will be glad to hear from you in reference to the remaining 5000 tons.”

2.—Letter, Mr Richard Brown to the Pursuers.

“Glasgow, 27th July 1865.

“Dear Sirs,—I have yours of 24th inst., and have entered the contract for the 6000 tons gas coals, on the terms and conditions named, with the addition, as formerly agreed on, that they are to be paid for prompt cash against delivery. I have also arranged, and hereby agree, to give you the monthly balance of our output (if any) during the currency of 1866 and 1867, at 43s. 6d. per ton net, at Bo'ness, cash against delivery—the above contract, and others made prior to date, being first deducted from the output. Please confirm this, and oblige, yours, &c.

(Signed) “RICHARD BROWN.”

3.—Letter, the Pursuers to Mr Richard Brown.

“Leith, July 28, 1865.

“Dear Sir,—We are favoured with yours of yesterday, and, noting contents, we have pleasure in confirming the same. We are now desirous to know if you have any coal for delivery this year, and if you can book us for a quantity at 42s. 6d.