say that he intended them to go to Mr Dunn Pattison rather than that he intended to deal with them in a way which would not have sent them to Mr Dunn Pattison. I therefore think that the Court have arrived at a sound conclusion upon this difficult question, for difficult it is, and that their judgment should be affirmed.

Mr Anderson—Perhaps your Lordships will allow me, before the question is put, to explain that there are some other parcels of land, called by other names, in the same position as Boquhanran; and, for the sake of accuracy, I presume your Lordships' declaration will include all the parcels which are in the same position with Boquhanran. We make no distinction between them and Boquhanran, which was taken merely for the purposes of argument, as the primary subject to be dealt with. We understand your Lordships' judgment I think thoroughly, and I believe the parties will have no difficulty in adding words which will make it embrace all the lands in the same position as Boquhanran.

Lord Chancellor—Are all the parties agreed as to that?

Lord Advocate—I did not receive any notice of this, my Lords, until just now; but Boquhanran was the only estate which was the subject of discussion in the Court below. The other estate—Kilbowie—

Mr Anderson—Faifley.

Lord Advocate—I refer to that estate particularly in which my client Mr Black is interested—that was not mentioned in the Court below at all. It has been introduced I see in the reasons of appeal; but no argument was submitted upon it separately, and I have special answers to any such claim if it is made at the instance of the heir-at-law—for instance under William Dunn's deed.

Lord Westbury—I do not think we can enter into this.

Lord Colonsay—No, I think not.

Lord Chancellor—My Lords, I think your Lordships will agree with me that nothing can be more inconvenient than that after the argument has proceeded throughout on the title to Boquhanran alone, without touching upon any other property whatever, a suggestion should now be entertained that other properties will be found to be in the same position as Boquhanran, unless all parties are agreed that that is the case. If they are, there may probably be no objection to including the other properties; but if they are not agreed, it appears to me that it would be wholly impossible for us to do what has been suggested.

Interlocutor of the 27th March 1865 affirmed, with a variation; cause remitted; and, subject to such variation and remit, the appeal dismissed with costs.

Interlocutor of the 20th of July 1866 affirmed; and the original appeal and the three cross appeals against the said interlocutor dismissed, with costs.

Agents for Barstow—Murray, Beith, & Murray, W.S., and Martin & Leslie, London.

Agents for Pattison—Dundas & Wilson, C.S., and Connell & Hope, London.

Agents for Black—John Ross, S.S.C., and Simson & Wakeford, London.

Agents for Boyd and Others—James Webster, S.S.C., and Loch & Maclaurin, London.

COURT OF SESSION.

JURY TRIALS.

Monday, July 20.

(Before Lord Ormidale.)

M'FARLANE *v.* CHERRIE.

Jury Trial—Reparation—Wrongous Sequestration.

The pursuer in this case was John M'Farlane, spirit dealer, Main Street, Coatbridge, and the defender was John Cherrie, accountant in Coatbridge, trustee on the trust-estate of William Murray, sometime joiner, cabinetmaker, and coachbuilder, Coatbridge. The issues submitted to the jury were in the following terms:—

"1. Whether, on or about the 12th day of November 1867, the defender wrongfully and oppressively sequestrated the utensils, furniture, goods, and other effects, or any part thereof, within the shop, dwelling-house, and pertinents situated in Main Street, Coatbridge, occupied by the pursuer, for payment of the half-year's rent of said premises, alleged to be due at the term of Martinmas preceding, and in security of the half-year's rent alleged to be due at the term of Whitsunday immediately following—to the loss, injury, and damage of the pursuer?

"2. Whether the defender wrongfully and oppressively continued and kept up the said sequestration over all or any part of the said subjects and effects—to the loss, injury and damage of the pursuer?"

Damages were laid at £500.

Fraser and Gebbie for pursuer.

Gifford and R. V. Campbell for defender.

The jury, after an absence of about a quarter of an hour, returned a unanimous verdict for the defender on the first issue, and for the pursuer on the second; assessing the damages at £50.

Agents for Pursuer—M'Gregor & Barclay, S.S.C.

Agent for Defender—Alexander Wylie, W.S.

Tuesday, July 21.

(Before the Lord President.)

FRASER *v.* M'NEE.

(*Ante*, p. 365.)

Jury Trial—Reparation—Malicious Representation.

In this case Catherine Fraser, residing at Greenhill Cottage, Munlochy, in the county of Ross, was pursuer, and Dr James M'Nee, surgeon, residing in Munlochy, was defender.

The issue sent to the jury was as follows:—

"Whether, on or about the 7th February 1867, the defender maliciously, and without probable cause, communicated, or caused to be communicated, to the Procurator-Fiscal of the Western District of Ross-shire, false information or representations concerning the pursuer, to the effect that she was guilty of concealment of pregnancy; in consequence of which the pursuer was apprehended on a charge of concealment of pregnancy, and incarcerated in the prison of Dingwall from 8th till 21st February 1867—to the loss, injury, and damage of the pursuer?"

Damages laid at £300.

Fraser and Guthrie for pursuer.

Solicitor-General (Millar) and Watson for defender.

After lengthened evidence had been led, the jury returned the following verdict:—"The jury unanimously find a verdict for the defender, but regret he did not communicate first with the pursuer's mistress before communicating with the fiscal. They cannot separate without commenting upon the pursuer being removed in such inclement weather and at such an untimely hour to the jail of Dingwall, considering the circumstances she was supposed to be in."

Lord President—I think it fair to the defendant to say, that when one is placed in the situation of having a communication of this kind to make to the authorities, it is a most delicate thing for him to speak to anybody else, and probably you have not taken sufficiently into account the delicate position in which the defender was placed. I merely make that observation lest an unpleasant impression should be left on your minds.

Agent for Pursuer—George Andrew, S.S.C.

Agents for Defender—Adam & Sang, S.S.C.

Wednesday, July 22.

(Before Lord Ormidale.)

M'KINNON *v.* HAMILTON.

Jury Trial—Reparation—Wrongous Poinding.

In this case, in which Alexander M'Kinnon, farmer, East Bennan, Lamlash, Island of Arran, was pursuer, and James Hamilton, residing at Auchreoch, Arran, defender, the issue was as follows:—

"Whether, on or about 28th March 1868, the defender, on diligence upon a bill for £13, wrongfully poinded effects belonging to the pursuer, on his farm at East Bennan, of the value of £72, 19s. or thereby, to the loss, injury, and damage of the pursuer?"

Damages laid at £150 sterling.

Thoms and Rhind for pursuer.

Young and Burnet for defender.

The jury awarded a verdict for the pursuer, giving £35 damages.

Agent for Pursuer—William Officer, S.S.C.

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

Wednesday, July 22.

(Before the Lord President.)

MILLAR *v.* NORTH BRITISH RAILWAY CO.

Jury Trial—Reparation—Injury to Person.

In this case the pursuer was Samuel Smith Millar, doctor of medicine, 64 Bellsize Park, Hamstead, Middlesex; and the defenders were the North British Railway Company. The issue submitted to the jury was in the following terms:—

"Whether, on or about the 18th November 1865, the pursuer, while, travelling as a passenger along the defenders line of railway and a part of said line at or near Heiton, between Roxburgh and Kelso Stations, was injured in his person through the fault of the defender, to the loss injury, and damage of the pursuer?"

Damages laid at £500.

On the part of the pursuer, it was averred that he travelled from Edinburgh by the train leaving at 4.15 p.m., on the 18th November, for Kelso, and that while proceeding on its way between Roxburgh and Kelso Stations the train came into collision, at or near Heiton, with a portion of a goods train which had been, through gross negligence and recklessness on the part of the defenders, or those for whom they are responsible, left standing on the main down line there, in the way of the passenger train in which the pursuer was travelling; that in consequence of the collision the pursuer was violently thrown into the bottom of the carriage, where he lay completely stunned and senseless for some time, that his back and right leg were much bruised, that he was quite lame, and that his nervous system received a severe shock, which, with the other injuries he had sustained, produced sleepless nights, loss of appetite, constant headache, and impaired sight.

On the part of the defenders, it was admitted that the collision took place, but it was denied that it was due to negligence and recklessness on their part, or on the part of others for whom they were responsible, and the injuries the pursuer stated he had sustained were also denied.

Mackenzie and Orphoot for pursuer.

Young and Watson for defenders.

The jury returned a verdict finding unanimously in favour of the defenders.

Agents for Pursuer—Stewart & Wilson, W.S.

Agents for Defenders—Dalmahoy & Cowan, W.S.

Wednesday–Thursday, July 22, 23.

(Before the Lord President.)

DUNCAN *v.* BROWN.

Jury Trial—Slander—Reparation.

In this case the pursuer was William Duncan jun., S.S.C., Edinburgh, and the defender was Matthew Brown, cabinetmaker and upholsterer, Edinburgh. The issues submitted to the jury were in the following terms:—

"1. Whether, on or about the 18th day of December 1867, the defender did write or print, and transmit or deliver to Thomas Steven Lindsay, accountant, Edinburgh, a letter dated the said 18th December 1867, and containing the following words, viz:—'Although Duncan is an "honourable man," I might have delicacy in referring even so trivial a matter to his oath;' and whether the said words are of and concerning the pursuer, and falsely, maliciously, and calumniously represent the pursuer to be a man who was likely to commit perjury—to the loss, injury, and damage of the pursuer?

"2. Whether, on or about the 18th day of December 1867, the defender did write or print, and transmit or deliver to the said Thomas Steven Lindsay the said letter, containing the following statements—viz., (1) 'A female who acted as servant to Mr and Mrs Duncan, and after her decease got the greater part of her body clothing and jewellery, and no doubt the poor thing had need thereof to help her and an unfortunate child, the fruits of her residence at the Grove.' (2) 'The servant at Nelson Street, before Lizie's arrival, had left in the family way. This may account, to some extent, for Lizie being there; at all events