

Saturday, October 26.

FIRST DIVISION

LOGAN v. WEIR.

Judicial Slander.

It was averred on record by the pursuer in an action, that a missive of lease founded on by the defender as holograph of the pursuer was not in his (pursuer's) writing. In a subsequent action between the parties this statement was withdrawn. The defender raised an action of damages for judicial slander, in which he was successful; a rule for a new trial was refused.

The defender Weir was tenant of the farm of Wester Mugdock, and for several years the pursuer Logan, as yearly tenant, had held from him the dwelling-house, byre, and stable, with an acre and a half of grass. On the 9th August 1867, as was averred, the defender granted a holograph missive of lease to the pursuer, for the remainder of his own tack. Thereafter he raised an action of removing against the pursuer in the Sheriff-court of Stirling, averring *inter alia* that the missive of lease founded on by the pursuer was not in his (Weir's) writing. In this action he was successful, and Logan thereupon raised an action of suspension in the Court of Session. In this action a minute was lodged on behalf of Weir, consenting that the case should be disposed of on the footing that the missive of lease was his holograph writ. The Lord Ordinary (MURE) suspended, and Logan thereupon raised an action of damages against Weir, on the ground of judicial slander, the said slander being contained in the statement that the missive of lease was not in his writing, whereby he implied that Logan had either forged it, or used it knowing it to be forged. The issue sent to the jury was as follows:—"Whether the said statements and pleas, or any part thereof, are of and concerning the pursuer, and falsely and calumniously represent that the pursuer had, in the said processes, used and founded on the missive of lease No. 11 of process, knowing the same, or the signature adhibited thereto, to be forged or fabricated, and were maliciously inserted in the said condescendence and answers, to the loss, injury, and damage of the pursuer." The jury found for the pursuer, and the defender moved for a rule for a new trial.

At advising—

LORD PRESIDENT—These proceedings began by an action of removing raised by the defender against the pursuer, and the pursuer produced a missive of lease which he said was written and signed by the defender when he was sober, in presence of himself and three other witnesses. This the defender denies, and he does so advisedly, after being warned by his agent in the Sheriff-court what the import of his denial was. It is said on his behalf that there is not to be inferred from this that he meant to make any charge of forgery against the pursuer; but leaving out of sight the fact that every one took this to be a charge of forgery—a pretty strong proof of innuendo—I do not know what else it can be. The matter goes on, and the same position is taken up by the defender in the suspension, and he denies on oath that he wrote the missive, and persists in his denial even after warning in this Court. I should find proof enough of malice even in these pro-

ceedings; but we have besides the general understanding that this was a charge of forgery; and lastly, I think nothing could so completely have satisfied any jury as the defender's own evidence.

The other Judges concurred.

The Court refused the rule.

Counsel for Pursuer—Mair and Rhind. Agent—William Officer, S.S.C.

Counsel for Defender—Macdonald and Balfour. Agent—Webster & Will, S.S.C.

Monday, October 28.

TEIND COURT.

[Lord Gifford, Ordinary.]

REV. JAMES CAMPBELL, PETITIONER.

Authority to Feu Glebe—Glebe Lands (Scotland) Act. 1866 (29 and 30 Vict. c. 71), § 13—Minimum Feu-duty.

Apart from special circumstances, the building value, and not the agricultural value, of the land should be taken as the basis for fixing the minimum feu-duty in applications to feu under the Glebe Lands (Scotland) Act 1866.

An application having been made by the Rev. James Campbell, minister of the parish of Balmerino, under the Glebe Lands (Scotland) Act 1866, for authority to feu part of the glebe of the said parish, a remit was made by the Lord Ordinary on Teinds (GIFFORD) to David Rhind, architect, Edinburgh, to inquire and report.

The minister stated that the glebe extended to 21·419 acres, partly arable and partly pasture, and he proposed to feu two separate portions lying detached from the manse and from the rest of the glebe, and also from one another. The first portion proposed to be feued extended to 2·194 acres, entirely pasture and incapable of cultivation, and surrounded on three sides by the lauds of Stuart of Balmerino, and Miss Duncan Morison of Naughton. The other portion consisted of 11·877 acres of arable land, entirely surrounded by the lands of Miss Duncan Morison of Naughton, and traversed by the high road from Balmerino to Newport. It was added that Miss Duncan Morison would in all probability feu the whole, at least of the second portion.

Mr RHIND reported in favour of the application to feu. He farther stated that the average value of the first portion, as an agricultural subject, might be taken at £2, 10s. per acre, and of the second portion at £5, 5s. per acre, and that, in his opinion, these should be taken as the value to the present incumbent of these portions of the glebe respectively. On the basis of these present agricultural values, he suggested £4 and £7, 10s. respectively, as the minimum feu-duties which should be allowed to be taken. At the same time, he expressed his opinion that, as a building subject, the actual feuing value, or the expected rate of feu-duty at the present time, might be taken at £6, 6s. for the first part, and £10, 10s. to £12, 12s., according to the site, for the second.

The Lord Ordinary reported the case, adding a Note, in which he approved of granting the application to feu, but disapproved of Mr Rhind's report in so far as it took the agricultural value and not the building value as the datum or means of fixing the minimum feuing value. He intimated his