ever it may be. I am disposed to think it is that of common interest, because they are both taken bound to pay a part of the expense of maintaining the lane. That is a similar obligation to the ordinary case by which opposite proprietors on a street are taken bound to pave and maintain it. But it does not matter here whether the right is one of common interest or of servitude, because the right of both parties is of the same kind, and I do not know a case where a party enjoying a right of servitude can interfere with the same right as enjoyed by another. It is a different matter where the question is with the proprietor of the solum. But between two parties having each a right of servitude the one has no more right to interfere than the other.

LORD MURE and LORD SHAND concurred.

The Court adhered.

Counsel for Pursuer (Respondent)—Guthrie Smith—Alison. Agents—Campbell & Smith, S.S.C.

Counsel for Defender (Reclaimer)—Balfour—Lorimer. Agent—D. J. Macbrair, S.S.C.

Wednesday, January 24.

FIRST DIVISION.

[Lord Adam, Ordinary.

PETITION—SIR EDWARD HUNTER BLAIR.

Entail—Deed of Alteration—Disentail—11 *and* 12 *Vict. cap.* 36, *sec.* 2.

A, by a deed dated prior to 1st August 1848, entailed his estates on his eldest son and his heirs-male, whom failing on his second son and his heirs-male, whom failing on other heirs, reserving power to "revoke, alter, or add to the foresaid course and order of succession." This power he exercised by a deed of alteration dated subsequent to 1st August 1848, recalling the nomination of heirs in the deed of entail so far as it called to the succession his eldest son and his heirs, and declaring that the estate should devolve on the succeeding heirs as if the eldest son and his heirs were dead or had never existed. In an application by A's second son, who had succeeded his father in the entailed estates, for authority to disentail—*held* that he was an heir of entail in possession of entailed estates by virtue of a tailzie dated prior to 1st August 1848.

This was a petition presented by Sir Edward Hunter Blair of Brownhill and Blairquhan, praying for authority to disentail the said estates. The petition was presented under the 2d section of the Rutherfurd Act (quoted in the Lord President's opinion), and the 4th section of the Entail Amendment Act (38 and 39 Vict. cap. 61) whereby it is provided that it is sufficient for the consenting heir under the Rutherfurd Act to be 21 years of age. The petitioner's eldest son, born in 1853, was the heir next in succession, and gave his consent to the application. A curator *ad litem* was appointed to the two younger sons of the petitioner, by whom the application was opposed.

By disposition and deed of entail, dated 27th August 1840, and recorded in the Register of Tailzies 18th December 1847, the petitioner's father, Sir David Hunter Blair, disponed the foresaid estates to and in favour of himself, whom failing to Captain James Hunter Blair of the Fusilier Guards, his eldest son, and the heirs-male of his body, whom failing to the petitioner, his second son, and the heirs-male of his body, whom failing to certain other heirs-substitute therein-mentioned.

The deed of entail contained a clause in these terms—"Reserving always full power and liberty to me at any time of my life not only to revoke, alter, or add to the foresaid course and order of succession as to all or any of the heirs of tailzie and provision before specified; and also to revoke or alter any of the conditions, provisions, restrictions, limitations, exceptions, irritancies, declarations, reservations, and others before written, at my pleasure, and to recal this present disposition and deed of entail in whole or in part; but also to sell, alienate, wadset, or dispone the foresaid lands and estates, or any part thereof, or to contract debt thereupon, or even gratuitously to dispose thereof, or burden the same, as I shall think proper, without the advice or consent of my said heirs of tailzie, as fully and freely as if these presents had never been granted by me; and also to empower and authorise any of the said heirs of tailzie, or any other person whom I please, to suspend or dispense with the foregoing conditions, restrictions, or irritancies, or any of them, after my death, in the same manner as I could do during my life; all which alterations so to be made by myself during my life, or after my death by any other person empowered by me, shall be understood and taken to be a part of the present deed of tailzie, shall be recorded in the Register of Entails, and inserted in the subsequent investitures of the said lands and estates, and registered in the Books of Council and Session as aforesaid, and be as effectual to all intents and purposes as if the same had been inserted herein."

In exercise of the powers thus reserved, the entailer executed a deed of alteration, which was dated 22d December 1855, and recorded in the Register of Tailzies 17th January 1856. By this deed he revoked and recalled the nomination of heirs contained in the said disposition and deed of entail, "in so far as it calls to the succession the said Lieutenant-Colonel (therein designed Captain) James Hunter Blair, my eldest son, and the descendants of his body, whether male or female, and that in every branch of the said destination, in so far as under any of them the said Lieutenant-Colonel James Hunter Blair, or the descendants of his body, whether male or female, would have succeeded; the said Lieutenant-Colonel James Hunter Blair, or the descendants of his body, whether male or female, being now and for ever excluded from succeeding to the tailzied lands and estate under the said deed of entail as if they were dead or should never exist; and the succession to the said tailzied lands and estate shall devolve on the succeeding heirs of tailzie as if the said Lieutenant-Colonel James Hunter Blair, and the descendants of his body, whether male or female, were dead or had never existed."

This deed of alteration contained an obligation on the heirs of entail to record the same in the Register of Tailzies, in case the same should not have been done by himself. As also a power to the entailer to alter or revoke the same in whole or in part, and a reservation of the whole powers reserved to him under the original disposition and deed of entail.

The entailer died on the 26th of December 1857 without having further exercised these reserved powers.

The entailer, who was the institute under the entail, did not expede any infeftment in his own favour. On his death the petitioner made up a title by general service as heir of tailzie and provision under the deed of entail, in virtue of the deed of alteration, and by notarial instrument in his favour in terms of Schedule K to the "Titles to Land (Scotland) Act 1858." An extract of the disposition and deed of entail and deed of alteration, with warrant of registration thereon, along with the notarial instrument docqueted with reference thereto, was recorded in the General Register of Sasines on 7th May 1859.

The Lord Ordinary remitted to Mr George Dalziel, W.S., in the usual form, who reported as follows:—[After narrating the deed of entail and the deed of alteration as given above, he says]—"If, however, the date of the entail shall be held to be the date of the deed of alteration, 22d December 1855, then the petitioner is not heir of entail in possession of the estates by virtue of a tailzie dated prior to 1st August 1848, and consequently is not in a position to disentail under the second section of the Act 11 and 12 Victoria, cap. 36; and, as the heir-apparent was born before 22d December 1855, the petitioner is not in a position to disentail under the first section of that Act, as it requires that the heir-apparent consenting shall have been born after the date of the tailzie."

"The competency or incompetency of the present application thus depends on the question whether the date of the entail by virtue of which the petitioner is heir in possession shall be held to be 27th August 1840, the date of the disposition and deed of entail, or 22d December 1855, the date of the deed of alteration of heirs.

"The question, which of the dates is to be taken as the date of entail, where, as in the present instance, there are two deeds, one dated before and the other dated subsequent to 1st August 1848, does not appear to have arisen for judicial decision, but was referred to by Lord Deas in giving his opinion in the case of *Riddell*, 6th February 1874, 1 Rettie 462. The reporter therefore submits the question for your Lordship's determination."

The Lord Ordinary found "that the petitioner is not in possession of the entailed estates of Brownhill and Blairquhan and others by virtue of a tailzie dated prior to the 1st day of August 1848." And in his note, after a narrative of the petitioner's title, adds—"These being the facts of the case, the Lord Ordinary is of opinion that the petitioner is not heir of entail in possession of the entailed estates by virtue of an entail dated prior to 1st August 1848, and has therefore no title to insist in this petition. He thinks that the deed of 1840 and the deed of 1855 together constitute the existing entail of the estates. It will be observed that the effect of the deed of alteration was essentially to alter the destination of the original entail. It removed therefrom one whole series of heirs called prior to the petitioner, and, but for the deed of alteration, he might never have been in possession of the estates. The petitioner has made up his title to the estates in virtue of both deeds, so that in point of fact he is in possession of them in virtue of both deeds. But if the Lord Ordinary is right in thinking that the deed of 1855 constitutes an essential part of the entail, then it cannot be affirmed that the petitioner is in possession of the estates by virtue of an entail dated prior to 1st August 1848. The petitioner maintained that the deed of 1840, seeing that it contained the conveyance of the estates and the whole fettering clauses of the entail, truly constituted the entail of the estates, and that the deed of alteration was only evidence of the petitioner's right to succeed under it, and the case of *Porterfield* v. *Shaw Stewart*, 23d September 1831, 5 W. and S. 515, was referred to in support of that proposition. The Lord Ordinary does not think that the case of *Porterfield* has any application to the present case. He thinks that the destination is an essential part of an entail, and that in this case it is only to be found in the two deeds taken together."

The petitioner reclaimed, and argued—The petitioner holds the estate by virtue of the tailzie of 1840. The only effect of the deed of 1855 is to exclude a certain set of heirs who as a matter of fact did not exist, and therefore the petitioner would have come in whether the second deed had been executed or not. The execution of the second deed is just one of the many ways—such as attainder, &c.—by which a previous heir might fail; but it does not therefore become part of petitioner's title. The only disponing title is the deed of 1840. If the second deed had been a deed of nomination, to which it is very much akin, this anomalous result would flow from sustaining the Lord Ordinary's interlocutor—that the date of the entail might constantly be altering, according as the deed of nomination was in abeyance or not. The heir's right depends on that which creates the tenure of the estate. In the *Countesswells* case there was a new conveyance; here the rights of the substitutes are left depending on the first deed. In the *Murthly* case the putting in of new heirs was held not to make a new deed; so the striking out cannot.

The respondents (the minor children of the petitioner) argued—The deed of alteration is an essential part of the deed of entail. In *Porterfield's* case the distinction between a mere deed of nomination and of alteration, as this is, is pointed out distinctly. A conveyance *hæredibus nominandis* is not varied by a deed of nomination; but such a deed as this is extrinsic to the deed and inconsistent with it.

Authorities—*Riddell*, Feb. 6, 1874, 1 Rettie 462; *Riddell* v *Polwarth*, June 24, 1876, 3 Rettie 879; *Porterfield* v. *Stewart*, Nov. 13, 1829, 8 Shaw 17, H. of L. 5 Wilson, and Shaw, 515; *Kenny* v. *Taylor* (Countesswells case referred to) March 19, 1875; 2 Rettie 636; *Padwick* v. *Steuart*, March 4, 1874, 1 Rettie 697 (Lord President's opinion.)

At advising—

Lord President—The Lord Ordinary has refused the prayer of this petition on the ground that the petitioner is not in possession of the en-

tailed estates by virtue of a tailzie dated prior to the 1st day of August 1848, and the only question for our consideration therefore is—What is the date of the deed of entail?

The deed executed by the petitioner's father Sir David Hunter Blair, by which he entailed the estates, was dated 27th August 1840, and was recorded in the Register of Tailzies 18th December 1847, in the granter's lifetime. If we had only that deed to deal with, there could, I apprehend, be no question that it answers to the description of a tailzie dated prior to 1st August 1848. But this deed contained a power of revocation and alteration, and in virtue of that reserved power the entailer executed another deed, dated 22d December 1855, and recorded in the Register of Tailzies on 17th January 1856—that is a date subsequent to 1848; and so, if the latter be held to be the true date of the entail, the Lord Ordinary's interlocutor is right—if the former, it must be altered.

The petition is presented under the 2d branch of the 2d section of the Entail Amendment Act, which permits "any heir of entail, though born before the said 1st day of August 1848, being of full age, and in possession of such entailed estate by virtue of such tailzie dated prior to the said 1st day of August, with the consent (and not otherwise) of the heir next in succession, being heir-apparent under the entail of the heir in possession, he, the heir-apparent, being born on or after the said 1st day of August 1848, and being of the age of twenty-five years complete at the time of granting such consent, and not subject to any legal incapacity, to acquire such estate in whole or in part in fee-simple, by executing under authority of the Court an instrument of disentail as aforesaid, in the form and manner hereinafter provided."

Now, it appears to me that under this and the other clauses of the statute authorising disentails the expression "date of the deed of entail," and the phrases that occur again and again, "dated prior to the 1st day of August 1848" and "dated subsequent to the 1st day of August 1848," are not used in any technical sense, but are to be taken in their ordinary meaning, and that there is no peculiar legal construction to be put upon them. I can very well understand that there may be two deeds affecting the settlement of an entailed estate regarding which it may be very difficult to say which is the more important of the two. The estate may be entailed by a deed of entail containing a precept and procuratory of resignation, clauses irritant and resolutive, a disposition to a certain series of heirs, and all the other clauses requisite in an entail; and by a subsequent deed that first one may be so altered, though not revoked, that it is no longer valid to such an extent as to entitle it to be held the more important of the two. In such a case it may be very difficult to hold that the date of the first deed is the date of the entail. Probably in such a case, where the first deed is so far altered, the date of the last deed would be held as the date of the entail, as it contains the more important provisions.

But, on the other hand, I can easily understand this too, that a second deed may be executed which can hardly in any sense be said to affect the deed of entail. Suppose a destination to A and the heirs-male of his body, whom failing B and the heirs-male of his body, whom failing to certain heirs afterwards to be named, whom failing to C. A deed is afterwards executed by which the destination, left, as I may say, blank in the first deed, is filled up and a series of heirs named. I do not think that the date of any such subsequent deed as that can in any reasonable sense be said to be the date of the entail. No doubt this nomination requires to be looked to in order to complete the destination, but there is no conveyance of the estate, nor fetters, nor destination; it is really nothing more than a deed to fill up the blank in the destination in the first deed, and so render the first deed complete in accordance with the desire of the entailer. To hold otherwise would lead to the most anomalous results, because if the case of heirs claiming under the 3rd branch of the destination in the deed I have supposed entitles an objector to say "You hold under a deed dated subsequent to August 1848," that objection would of course only apply to the heirs called under the third branch of the destination; and if the date of the entail with reference to such an heir must be held to be subsequent to August 1848, what shall we say of the case of A and his heirs, or B and his heirs, who take under the original destination without references to the deed of nomination at all? The result would be that persons taking the estate under the same deed of entail would be holding it the one under an entail dated prior to 1848, the other under a deed dated subsequent to 1848. That satisfies me that it is not every deed affecting the principal deed of entail that can have the effect of bringing the date of the entail down to the date of the execution of the subsequent deed. In short, I take it that where the subsequent deed is only required to show that the estate has devolved on a certain heir, and is merely evidence that he is entitled to serve as heir, that deed is not such an essential part of the deed of entail as to alter its date.

Now, applying that to the present case, I find that this case differs only from that in which the second deed is a deed of nomination in this respect, that the second deed here is a deed of revocation striking out one branch of the destination and letting in the next branch to take the estate earlier than they would otherwise have taken. The conveyance in the original deed is first to the entailer's "eldest son, and the heirs-male of his body, whom failing to his second son and the heirs-male of his body, whom failing," to various other heirs. Now, the deed of alteration and revocation simply strikes out the first branch. In point of fact, the eldest son was at this time dead, and the object of the deed is to prevent any possible issue of the eldest son from succeeding under the first deed, and merely to clear the way for the succession of the petitioner as the nearest heir of entail of his father. Now, is that a more unfavourable case than the case where the second deed is a deed of nomination for holding the date of the first deed to be the date of the entail? On the contrary, I think it is a more favourable case. It is in virtue of the destination in the first deed that the petitioner takes; it is by the first deed that he is called to the succession; this name is in the original destination, and in virtue of that destination he has taken the estate. If there had been any one to take under the first branch of the destination, he would have been excluded by the deed of revoca-

tion, but the petitioner was heir of entail under the first deed, and therefore I am of opinion that the interlocutor should be recalled and the petition remitted to the Lord Ordinary for further procedure, on the footing that the deed of entail by virtue of which the petitioner is heir in possession of these estates is dated prior to 1st August 1848.

Lord Deas—The deed of entail was executed on 27th August 1840, and recorded in the Register of Tailzies on the 18th of December 1847. The deed of alteration was executed in 1855, and the question is, whether that deed of alteration has the effect of altering the date of the deed of entail or of giving to it the date of the subsequent deeds? I am of opinion it has neither the one effect nor the other. I come to that conclusion on what I take to be the most undoubted feudal principles. The deed of entail is complete in all its clauses; it contains this reservation — the power to revoke, alter, or add to the foresaid course and order of succession as to all or any of the heirs of taillie and provision before specified. When a deed is executed under that reserved power, nominating a new series of heirs or striking out some that are in the original destination, the effect, according to feudal principles, is to put the parties mentioned into the dispositive clause of the original entail, and these parties are accordingly put in or struck out just as if it had been done by the original deed. I therefore agree with your Lordships.

Lord Shand—I concur with your Lordships in holding that the petitioner is entitled, with the consent of his eldest son, the heir-apparent next in succession to the entailed estates, to have the estates disentailed under the authority of the Court, as prayed for in the petition.

The petitioner's right depends on the meaning of the words "any tailzie dated prior to the 1st day of August 1848"—occurring in the 2d section of the Entail Amendment Act of that year. In the 1st section, referring to tailzies dated after 1st August 1848, the words used are, "where any estate in Scotland shall be entailed by a deed of tailzie dated on or after the 1st day of August." It appears to me that the words "tailzie" in the 2d section and "deed of tailzie" in the first are used to designate that instrument or deed by which the entail has been created—the deed of conveyance executed by the proprietor containing the destination and the fettering clauses, or the equivalent consent to registration in the Register of Tailzies, and which is the origin or foundation of the subsequent investitures of the institute and substitute.

In the present case the only deed which answers this description is the disposition and deed of entail by the petitioner's father, dated 27th August 1840, and recorded in the register of tailzies in December 1847. If that deed alone had regulated the subsequent investitures, there could be no question that the rights of the heirs of entail under the Entail Amendment Act would be those of heirs under a deed or instrument dated prior to 1st August 1848; but it is maintained that the effect of the deed of alteration executed under powers reserved by the entailer, by which he struck out of the destination the heirs-male of the body of his eldest son, was to alter the date of the tailzie and to make the entailer and the heirs of entail thereafter hold the estates under an entail dated after August 1848, viz. in December 1855, when the deed of alteration was executed. I am of opinion that this view is unsound. It is true the deed of alteration has had a material effect on the petitioner's right — or at least may be assumed to have had such an effect in calling him to the succession before heirs-male of the body of his elder brother, if such heirs existed; but taking this to be so, the deed of entail under which he holds the estate is still the original instrument of 1840, containing the only conveyance of the estate, and the conditions, prohibitions, and fettering clauses by which his powers are limited and defined. The execution of a deed of alteration of a part of the destination leaves the original deed operative, as the only deed containing the conveyance of the estate and the substance of the entail; it can have no effect in altering the date of the original instrument. In ordinary as well as in legal language the first deed is well described as the deed of entail dated in 1840 and the later deed, as a deed of alteration dated in 1847. It is said the second deed is an essential part of the petitioner's title, and so to him an essential part of the entail. In a sense, it may be admitted this is true. The later deed, important though it be, operates however, not by cutting down or superseding the original deed of entail, but, taking that deed as a good and subsisting entail, by making a modification only of one of its clauses. However important the deed of alteration may have been as affecting the destination in the deed of entail, so as to accelerate the petitioner's right of succession, it leaves the estate subject to the original deed as the instrument which conveys the estate—which prescribes the conditions under which the estate is to be held, and the destination which is to receive effect, except in so far as altered,—and that original deed in my opinion remains, therefore, the instrument or deed of tailzie under which the estate is held within the meaning of the statute. It would be otherwise if any alteration effected on an entail were carried out, not by a deed of the description which here occurs, but by a deed revoking or superseding the original entail, and containing a new conveyance. In that case the new conveyance would necessarily be the creation of a new entail, and the origin of the subsequent investitures, and would therefore become the tailzie, the date of which is referred to in the statute. The present case, however, is not one of that kind; and I am of opinion that the execution of the deed of 1855, affecting the destination only in the original deed of tailzie, left the estate in the meaning of the statute in the position of being held under the original deed or instrument dated in 1840, and so under an entail dated prior to 1st August 1848.

Lord Mure, being an heir of entail, declined.

The Court pronounced the following interlocutor:—

"The Lords having heard counsel on the reclaiming-note for Sir Edward Hunter Blair, Baronet, against Lord Adam's interlocutor of 14th December 1876, Recal the interlocutor: Find that the petitioner is the heir of entail

in possession of the estates of Brownhill and Blairquhan, and others, by virtue of a tailzie dated prior to the 1st of August 1848; and remit to the Lord Ordinary to proceed further in the matter of this petition in accordance with the above finding."

Counsel for Petitioner—Lord Advocate (Watson)—Kinnear. For Heir-Apparent—Blair. Agents—A. & A. Campbell, W.S.

Counsel for Respondents—Balfour—Keir. Agents—Lindsay, Howe, Tytler & Co., W.S.

Wednesday, January 24.

FIRST DIVISION.

[Lord Craighill, Ordinary.

DUN *v.* BAIN.

Reparation—Slander—Issues—Actionable Matter.

Terms of an article in a newspaper (said to represent the pursuer, who was a farmer, as a sluggard, and not honest in the management of his farm, and also as indolent and destructive and careless and reckless, and as having abused and neglected the farm in such a way that he was barely worth a place upon the earth), upon which the pursuer in an action of damages for slander *held* entitled to an issue—*diss.* Lord Shand, on the ground that upon no reasonable construction of its terms did the article bear the innuendo put on it.

Issue.

Terms of issue adjusted to try the cause.

This was an action of damages for libel, by George Dun, farmer, Brooklands, Kirkcudbright, against John Bain, Stranraer. The libel alleged was contained in the following article, of which the defender was the author, and which was published in the *Dumfriesshire and Galloway Herald and Register*:—

"A Visit to Brooklands, Parish of Kirkpatrick-Durham, Kirkcudbrightshire.

"After an absence of twenty years, we paid a visit to the land of our early associations. We looked in vain for the happy scenes that had gladdened us in the days of yore. Not a vestige was left of what once beamed comfort and happiness. All was gone, and the ruthless hand of the destroyer had laid bare his work of destruction, and the scene was changed. On entering the policies by the east lodge, the first apparent mischief which has been wrought is the running off of the water from the curling pond. A large opening had been made in the earthen mound which in the east side had encased the pond, and its once spell-bound waters were allowed to flow and join with the burn below. The once beautiful and well-kept laurel and other evergreens were in a state of moral decay. The avenue is overgrown with moss and grass, and ruin points her iron fingers to the devastating work she has so determinately carried out. The hedges which grew and throve so well are every here and there broken down, as if for the convenience of the ingress and egress of cattle to and from the pasture. The snowdrops and lilies which beautified the place twenty years ago seem to have undergone the process of 'thinning.' The embellishments of trees, in the shape of oblongs, ovals, hearts, &c., which adorned the parks, seem mere apology of former grandeur. The once extensive and beautiful rockery, composed of the choicest selections from the mineral and vegetable kingdoms, have disappeared, and nothing now remains but stumps to testify to their former existence. The fields which once yielded useful, various, and plentiful crops are now redolent with whin and broom, and betoken the presence of the sluggard. The garden, once the pride of the eye and a joy of life, has all but fallen into disuse. The stable and office-houses at the farm-steading, at one time extravagantly and elegantly finished, and tastefully arranged internally and externally, bear traces of the most manifest indolence and destructiveness, carelessness and recklessness. In short, turn we where we may, the most flagrant abuse of fields, gardens, orchards, policies, house, and farm-steading, is apparent. We did not ask who farmed the soil, occupied the house, or used the farm-steading, as enough existed to show that, be he who he may, he is barely worth a place on this fair earth. Proof was visible that the soil in the garden had not been turned with a spade or mattock, but that the ploughshare had carelessly done their work. The outer wall of the garden, at one time so beautifully hung with ivy, is now all but out of shape. The ivy has been allowed to overgrow till the inner wall on the north side has now as thick a coating as the outer wall—in fact the ivy has formed itself into a sort of carpet *inside* the garden. The effect of this is, that in several places the wall has fallen down, and in others it has become so bulged that it will be but the work of a short time when it will 'crumble into dust.' The truth is, the entire wall, like everything else, is falling into decay. A more glaring corruption of what was once a privileged place—of what was once an enchanting home—of what possessed all the endearments of a delightful country residence—have been obliterated. As a matter of course time works changes, but the short space of twenty years would never have wrought such devastation had the keeping of the place been entrusted to honest, careful, and persevering hands. Let us ask, Who is to blame for all this? It is well known that the estate of Brooklands was committed to a trust. It becomes us to ask in all faithfulness if this trust has done its duty. We fear if they (the trustees) were 'weighed in the balance they would be found wanting.' This is a public trust, and we will be excused if we put the question as above in all frankness, and in an honest candid spirit. The revenue of the estate was to be devoted to the education and upbringing of orphan children, not children connected with the parish only, but those belonging to Scotland and England throughout, and we do right if we ventilate the grounds of our complaint by asking if the essence of the trust has been preserved? We write from no selfish motives, malignant or vindictive spirit; the matter is a public one, and the public in justice ought to have the whole affair thoroughly sifted. We turned our back with regret on the scenes through which we had rambled in years gone by. Before, however, quitting the ground, we visited the Orphanage, the only bright spot on the whole