mined that the 88th section does apply not only to bridges owned by one party, but to bridges owned and administered and maintained by two bodies of road trustees jointly.

The result will be to answer the first alternative of the first question in the affirmative, and the second question in the affirmative.

The Court pronounced this interlocutor :—

"Find and declare that the Secretary of State has power under the Roads and Bridges (Scotland) Act 1878 to determine, if he sees fit, that Dalmarnock Bridge shall be deemed to belong in common to the county of the Lower Ward of Lanark, the City of Glasgow, the County of the Middle Ward of Lanark, and the Burgh of Rutherglen, and to apportion among them in his determination, in such way as he thinks right, the expense of managing, maintaining, repairing, and if need be rebuilding said bridge, and the County of the Middle Ward of Lanark and the Burgh of Rutherglen are entitled to take part in the management of said bridge, and to appoint representatives on the Joint Bridge Committee thereof, and decern : Find the second party liable in expenses to the first and third parties," &c.

Counsel for the First Parties—D.-F. Mackintosh—Jameson. Agents—Mackenzie & Black, W.S.

Counsel for the Second Parties — Balfour, Q.C.—Ure. Agents—Campbell & Smith, S.S.C.

Counsel for the Third Parties—D.-F. Mackintosh—Dykes. Agents—Bruce & Kerr, W.S.

Counsel for the Fourth Parties—Davidson. Agents—Mackenzie & Black, W.S.

Friday, July 8.

FIRST DIVISION.

[Sheriff of Renfrew and Bute.

CARSWELL & SON *v.* FINLAY.

Shipping Law — Bill of Sale — Part-Owners—Liability for Disbursements.

The registered owners of a vessel were C to the extent of 42/64th shares, and H to the extent of the remaining 22/64th shares. H executed a bill of sale in favour of F of his shares. This bill of sale was not registered, and was not intimated to C. The vessel thereafter started on a voyage, became a total loss, and no freight was earned. C then sued F for a proportion of the repairs, wages, and other disbursements made by him in connection with the ship, prior to the date of the bill of sale. *Held* that F was not liable.

Process — Additional Proof — Amendment of Record—Court of Session Act 1868 (30 *and* 31 *Vict. cap.* 100), *sec.* 72.

Proof having been allowed by the Sheriff-Substitute, the parties put in joint-minutes of admissions, and thereafter renounced probation. In an appeal one of the parties moved to be allowed to amend the record, with the view of leading additional proof. Motion *refused*, following *Picken* v. *Avondale & Company*, July 19, 1872, 10 Macph. 987, on the ground that the parties had entered into a contract to renounce probation.

James Carswell & Son, timber measurers and shipowners in Greenock, were the managing owners of the barque "Arran" of Greenock.

The vessel was chartered to take a cargo of timber for the voyage back from Mobile to the United Kingdom, and upon the 3d day of February 1886 she was totally lost on her voyage from Greenock to Mobile. Messrs Carswell & Son disbursed and paid the sum of £707, 2s. 11d. for outfit, provisions, repairs, wages, and other necessary supplies made to and for the vessel. Thereafter they presented a petition in the Sheriff-Court of Renfrew and Bute at Greenock craving that Alexander Henry Finlay, wine and spirit merchant, Greenock, should be ordained to pay £243, 1s. 7d. being his proportion, as owner of 22/64th shares in the vessel, of the sum of £707, 2s. 11d. disbursed by them.

Finlay lodged defences in which he denied his liability, and stated that Duncan Stewart Hendry, sometime ship-carpenter and blockmaker in Greenock, was one of the registered owners of the vessel. He alleged that in December 1885 "Hendry resolved to leave Greenock and proceed to London to start business there. At that time Hendry explained to the defender that the shares held by him in the said barque 'Arran' had been partly paid for by accommodation bills between Hendry and the pursuers. One of these bills was an acceptance by Hendry to the pursuers, and it amounted to £174, 10s. Hendry desired the defender to take up the said bill at maturity. The defender agreed, and for his protection Hendry at the same time handed the defender a bill of sale, dated 5th December 1885, for the twenty-two shares in the 'Arran,' but the defender, while accepting the bill, never registered it."

The bill of sale was never intimated to John Carswell, sole partner of Carswell & Sons, the owner of the remaining 42/64 shares. The defender offered to pay "the proportion of the disbursements for said ship properly disbursed subsequent to 5th December 1885, effeiring to the shares registered in the name of Hendry."

The defender, *inter alia*, pleaded—"(2) The defender not being a registered owner of any shares in the said vessel, he is not responsible for any disbursements incurred by the managing owners thereof. (3) In any case, the items contained in the account sued for not having been incurred on the instructions, or on the credit, or by the authority of the defender, he is not responsible therefor, and ought to be assoilzied, with expenses."

On 14th May 1886 the Sheriff-Substitute allowed a proof before answer. Thereafter the parties put in a joint minute of admissions, and renounced probation under the reservation therein contained. In the joint minute they concurred in stating —"1. That the defender admits that he became owner, and assumed the rights of ownership of 22/64ths of the barque 'Arran,' on the 5th day of December 1885, the date of the bill of sale. 2. The registry of ownership of said ship is admitted to be correct. 3. That it is admitted

that the whole disbursements and receipts for said ship are entered in the books of John Carswell & Son, and that John Carswell is the sole partner of said firm. 4. That it is admitted that the said ship was lost before any freight had been earned, and that she was, when lost, chartered to take a cargo of timber for the voyage back from Mobile to the United Kingdom, conform to charter-party herewith produced. Subject to these admissions, and to the adjustment of the account sued on, which is not admitted by the defender as accurate or sufficiently vouched, the parties hereto renounce probation, and crave the Court to discharge the order for proof: Reserving the right to either party to enrol the case for proof as to the accuracy or vouching of said accounts should they fail mutually to adjust the same."

They also put in an additional minute of admission in which they stated "that the whole accounts sued on have now been paid, and the vouchers are herewith produced. Further, the parties have in terms of the state hereto appended divided the accounts into three different heads, the first, marked 'A,' being a list of debts incurred and paid for wages and other disbursements of ship after the date of sale, the second, marked 'B,' being a list of debts incurred and paid for wages and other disbursements of ship before date of sale, and the third, marked 'C,' being a list of debts incurred and paid for repairs all incurred prior to the date of sale. Further, the defender admits liability for his proportion of 'A' list, but denies any responsibility for 'B' or 'C' lists."

On 13th December 1886, the Sheriff-Substitute (NICOLSON) pronounced this interlocutor:—"Finds that on 5th December 1885 the defender purchased from Duncan Stewart Hendry, for £180, 22/64th shares of the barque 'Arran' of Greenock; that the pursuer John Carswell, sole partner of the firm of John Carswell & Son, was owner of the remaining 42/64th shares of the ship; that the bill of sale to the defender was not intimated to Carswell; that the register of the ship was not altered, and continued to bear the names of Carswell & Hendry as owners; that the ship had sailed from Greenock on her last voyage before the bill of sale was delivered; that by charter-party dated 11th November 1885 she was chartered by Carswell to take a cargo of timber from Mobile; that she was lost before any freight had been earned: Finds that the defender is not liable for any part of the expenses stated in the accounts marked B and C in the minute of admissions, in respect that they were incurred before he became a part-owner of the ship; that he admits liability for his proportion of the list marked A, amounting to £54, 6s. 4d.; that interim decree for that sum was granted on 30th July last: *Quoad ultra* assoilzies the defender from the conclusions of the action: Finds him entitled to the expenses of process, &c.

"*Note.*—This case raises an interesting question in maritime law, which was argued with force and ingenuity on both sides. The accounts B and C are not exactly in the same position, but the pursuers hold that the defender is equally liable for his share of both. The account B is for expenses connected with the outfit and victualling of the ship before she sailed in November 1885, and it was contended for the pursuers that the defender became a partner in the adventure on which she was then under charter by becoming an owner in the month of December, and that he is liable for his share of the preparatory expenses. I am unable to come to that conclusion. The charter-party is between John Carswell of Greenock and James Hunter of Mobile, Carswell being the managing owner of the ship. Hendry was a party to that contract, and responsible for his share of all the debts of the ship at the time it was entered into, and up to the date of his ceasing to be an owner. The defender was no party to the contract, and his purchase of Hendry's shares did not operate as a transfer to him of the debts then due by Hendry as an owner. He was entitled to believe that he was acquiring a property unburdened by debt, and if the pursuer's argument be well founded he would have been equally liable for his share of these debts if they had been thousands instead of hundreds of pounds. That he should incur such a responsibility for shares for which he paid £180 is extravagant. 'It would be difficult,' said Sir Robert Phillimore, in the case of '*The Aneroid*' April 17, 1872, 2 L.R., Prob. Div. 189, 'to see what principle of equity could render the purchaser, who, it must be presumed, had paid the full value of the repaired ship, liable for the debt of the vendor to the repairing tradesmen, with whom the purchaser had no contract at all.' A great many authorities were quoted on both sides, but the law of the case seems to be briefly summed up in one sentence of Lord Tenderden's opinion in the case of *Jennings* v. *Griffiths* (1 Ryan and Moodie, 42),—'The true question in matters of this description is, upon whose credit was the work done?' The work here was done on the credit of the owners of the ship at the time, and before the defender had anything to do with her. He had no more to do with the ordering of these repairs or the paying for them than he had to do with the building of the ship. Hendry had, and I notice that the greater part of the repairs account, to the amount of £205, 9s., has been paid to him and his firm."

The pursuer appealed, and on 21st January 1887 the Sheriff (MONCREIFF) dismissed the appeal and affirmed the interlocutor appealed against.

"*Note.*—It is admitted in the able argument for the pursuers that there is no express decision in favour of the claim now made. The novelty of the claim throws a heavy burden on the pursuer. Parties have renounced probation on a very meagre and somewhat ambiguous minute of admissions, and therefore the grounds of the pursuers' case must be found within the four corners of the record and minute. The pursuers' contention practically comes to this, that the purchaser's liability for repairs and furnishings made to a vessel before the date of purchase is to be inferred from the bare fact of the purchase of a share of the vessel, although the bill of sale is not registered or intimated to other owners, and although no freight is earned, and no claim for freight is made by the purchaser. Now, the general rule undoubtedly is that the purchaser of a share of a vessel is not liable for repairs and furnishings made to it before the date of the purchase, for the simple reason that such repairs and furnishings are not made upon his credit.

The cases quoted in the Sheriff-Substitute's note are illustrations of this rule, and it is recognised by the writers on maritime law—See Maclachlan & Abbot on Shipping, Bell's Pr., section 448, and Bell's Comm. (7th ed.) 568-9. It therefore lies upon the pursuers to shew why the general rule should not receive effect in this case, and they profess to do so in this way. They say that in virtue of the purchase of Hendry's 22/64th parts of the vessel the defender became entitled to the freight to be earned under the current charter-party as an incident of ownership; and that as he could not have claimed a share of freight except after deduction of the expenses necessary to earn it, he is liable to bear his share of those expenses although no freight has in point of fact been earned. I am of opinion that this ingenious argument fails, because it is not proved that the defender was a party to the joint adventure. Participation in a joint adventure is not to be inferred from the bare fact of part-ownership in the vessel, although ownership is an important element in the question—(Bell's Pr., section 392). In the present case there are no facts and circumstances apart from the undisclosed purchase to instruct participation, because I cannot read the somewhat unfortunate expression in the minute of admissions, that the defender assumed the rights of ownership, as meaning that he interfered in the equipment or management of the 'Arran.' It is not alleged that he did so, and in their reclaiming petition the pursuers fairly rest their case on the admitted part-ownership (the only fact alleged in the condescendence), and not upon a judaical construction of that expression. It is quite clear that the repairs and furnishings made before the vessel sailed were not made or paid for upon the defender's credit; because the 'Arran' sailed before or just at the date of the purchase. It is not even alleged that the defender knew of the charter-party; and he seems to be content to keep the bill of sale unregistered in security for the sum which he had paid for Hendry. Much stress is laid by the pursuers upon the following passage in Maclachlan on Shipping (3d ed.) p. 106—'On the other hand, it is the required rule of the law to charge the assignee or purchaser with the outfit and other expenses incurred in respect of the voyage of which he is entitled by his purchase to share the profits; and as that can only be the voyage in prosecution at the time of the purchase, he is under no liability for the expense of an antecedent adventure in respect of which he has no claim.'

"Now, it appears to me that this passage, when examined in the light of the authorities referred to, means no more than this, that when an assignee or purchaser either claims freight, or is proved to have otherwise actively participated in, or adopted the joint adventure or charter-party current at the date of his purchase, he is liable in an accounting with his co-owners to be charged with his proportion of the outfit and expenses referable to the voyage in question. If it had been proved in the present case that the defender knew of and adopted the current charter-party, I should probably have held that he was liable for the antecedent expenses. It may be that comparatively slight evidence would have been sufficient in addition to the evidence of ownership. But without such proof I am no prepared, in the absence of express authority, to subject the defender to liability for expenses which undoubtedly were not incurred on his credit or responsibility."

The pursuers appealed to the First Division of the Court of Session. During the course of the argument the pursuers asked leave under section 72 of the Court of Session Act 1868 to amend their record, with the view of leading additional proof for the purpose of showing that the defender was a party to the charter-party.

Lord President—I feel inclined to follow the case of *Picken* v. *Armadale & Company*, July 19, 1872, 10 Macph. 987. The Court there held that there was no doubt of their powers if it was for the interests of justice that a proof should be allowed. This case was rested and pleaded entirely upon averments of ownership in the Sheriff Court. With regard to that question the Sheriff allowed proof, and upon that the parties entered into a contract to make certain admissions and to renounce probation. Now, the pursuer wishes to get behind that contract, to remodel the record, and to make new averments with a view to proof. I think that that course should not be allowed, but that the case should be further argued and decided as it stands.

Lord Mure concurred.

Lord Shand—I should be sorry to say anything to prevent the opening up of the record even at this stage, did the justice of the case demand it, *e.g.*, were the estate large or did the point involve important general principles. But that is not the case here.

Lord Adam concurred.

On the merits it was argued for the appellants that the whole question was whether the purchasing owner was liable to the managing owner for the disbursements prior to transference? Did the vendee take over the vendor's obligations for that particular voyage? It was not only the shares of the ship that were sold, but it was the ship under charter, and therefore the share of freight. The Sheriffs had not noticed this, and hence the fallacy in their judgments. (1) *Prima facie*, the purchaser of a ship buys the freight of the current voyage—Abbot on Shipping (12th ed.), p. 350; Maclachlan on Shipping, (3rd ed.) p. 105; Maude and Pollock on Shipping, i. (4th ed.) p. 54; *Stewart* v. *Greenock Marine Insurance Company*, January 13, 1846, 8 D. 323; September 1, 1848, 1 Macph. 329; 2 Clark's H. of L. Cas. 159. The Sheriffs had proceeded upon cases which were between owner and tradesman; "*The Aneroid*," April 17, 1877, 2 L.R., Prob. Div 189; *Jennings* v. *Griffiths*, March 6, 1824, 1 Ryan and Moody, 42. These cases had no bearing here. Nor had joint adventure anything to do with the present case, as the Sheriffs thought it had; Bell's Prin. secs. 392, 448; *Logan* v. *Brown*, May 15, 1854, 3 S. 15, What was the freight here? It was the net freight and not the gross freight; 1 Bell's Comm. 520; "*The Aneroid*," *supra*, *Jennings* v. *Griffiths*, *supra*. The Sheriff seemed to think that the obligation on the purchaser of contributing to disbursements depended on his claiming freight, but the authorities recognised no such limitation; they assumed that a claim had been made—*Green* v. *Briggs*, April 12, 1847, 6

Hare's Chan. Cas. 395. (2) With regard to registration, a bill of sale, although unregistered, was, in the absence of special stipulation, equivalent to a registered bill as regarded the equities; "*The Spirit of the Ocean*," January 31, 1865, 34 L.J., Adm. 74. It was quite true that in *Watson* v. *Duncan*, June 12, 1879, 6 R. 1247; possession had followed upon the bill of sale, but that did not enter into the grounds of the decision.

The defender and respondent argued that the case must be rested on contract, express or implied. (1) It could not rest on express contract, for there was nothing on record, in the documents, or in the minutes of admissions to establish privity between the parties. There was no intimation, there was no registration, there was no statement as to the defender's knowledge of the party on record. (2) Was there a case on implied contract? It was argued that the defender had become part-owner, and had consequently acquired right to freight if earned, and that that right involved an implied contract with the defender's co-owner to reimburse him in a proportion of the expenditure incurred in earning freight. But how could there have been an implied contract between the defender and a person with whom he was *ex hypothesi* unconnected? There was no authority for this. The cases really established three propositions:—(*a*) Ownership always carries with it a right to freight, not because it carries with it all contracts, but because freight cannot be divided, and is always assumed to be earned by the last stage of the voyage—*Sea Insurance Company* v. *Hadden*, March 13, 1884, L.R., 13 Q.B. Div. 706. (*b*) A right to freight passes only if freight is earned—*Sea Insurance Company* v. *Hadden*, *supra*; *Stewart* v. *Greenock Marine Insurance Company*, *supra*. (*c*) Where freight has been earned, and has been divided among co-owners, a part-owner or mortgagee who had acquired his interest during the voyage is not entitled to participate even under deduction of expenses—*Green* v. *Briggs*, *supra*. But that was not because of implied contract. It was because the Courts recognised mercantile practice, by which the first charges on freight were expenses. The cases went no further than this. They did not support the inference that because earned freight involved liability for expense, therefore having the chance of earning freight involved the liability for expense. Further, the bill of sale being entirely latent could not have the effect of making the defender responsible for disbursements for repairs at all events prior to its date—*Splidt* v. *Bowles*, November 11, 1808, 10 East. 279; *Watson* v. *Duncan*, *supra*; *Hickie and Another* v. *Rodocanachi*, May 11, 1859, L.J. Exch. 28, 273; *Thompson* v. *Rowecroft*, June 14, 1803, 4 East. 34. Were the law of partnership to be applied to the present case,—*Nelmes & Company* v. *Montgomery & Company and Louden*, June 15,1883, 10 R, 974, was conclusive against pursuers' contention.

At advising—

LORD PRESIDENT—This case was decided in the Sheriff Court of Renfrewshire on the pleadings and on a minute of admissions which is not in my opinion very satisfactory in its language.

The vessel "Arran" was, prior to 5th December 1885, owned by two joint-owners, Carswell & Son, who held 42/64th shares, and Mr Duncan Stewart Hendry, who held the remaining 22/64th shares. On 5th December a bill of sale was executed by Hendry, who sold his 22/64th shares to Finlay the defender, and it is stated in the minute of admissions that "the defender admits that he became owner and assumed the rights of ownership on the 5th day of December 1885, the date of the bill of sale." It is not explained what is meant by the expression "assumed the rights of ownership," and in that state of matters I take it to mean nothing, and to add nothing to the statement that the defender "became owner." The bill of sale remained undisclosed and unintimated in the defender's possession, no alteration was made on the register, nor does anything appear to have followed upon the bill of sale, although, being in the statutory form, it operated a transfer to the purchaser of the seller's right. It is not proved or even alleged that any intimation was made to the co-owner, or that the defender concerned himself with the vessel or her engagements. In short, it is plain that the bill of sale was nothing but a security for debt.

At the date of the bill of sale the vessel was on the point of sailing for Mobile under a charter-party by which she was to proceed to that port and ship a cargo of timber for a home port. She sailed on that voyage on the same day as the bill of sale passed. She was lost on the homeward voyage, so no freight was earned, and consequently no freight was payable. In these circumstances, Carswell, the defender's co-owner, and, at the same time, the managing owner of the ship, brings this action for the recovery of the expenses of repairing and fitting-out the vessel for the voyage on which she was lost. The accounts are divided into three parts, A, B, and C; one part, A, being "a list of debts incurred and paid for wages and other disbursements for ship after date of bill of sale." To that part of the account the defender makes no objection. He is prepared to bear his share of that expenditure as falling upon him as co-owner of the vessel. The other two parts of the account—B and C—relate to expenditure prior to the date of the bill of sale. B is an account for wages and disbursements, and C is an account for repairs. It is contended that the defender is liable for the accounts which represent the cost of fitting out and furnishing the vessel for the voyage on which she was lost. On the other hand, the defender contends that these debts were incurred before he became an owner of the vessel, and that he was not the employer of the persons who furnished the labour and materials to the payment of which it is said he must contribute. The pursuers' case seems to come to this — If the vessel had earned freight under the charter-party the defender would have been entitled to share as a joint-owner therein, and therefore he must be liable in all expenses necessary to fit the vessel to earn that freight. That seems clear, and yet when the argument is examined it is found to be unsound. No doubt it is quite true that if the ship had earned freight, and returned in safety to this country, the defender would as co-owner have been entitled to his share of net freight. The expenditure for which he is now sued would have fallen to be deducted from the gross freight earned, and the defender

would as co-owner have been entitled to a share of net freight on the ground that when it was earned he was one of the co-owners of the vessel. But when on 5th December 1885 he purchased the shares of the vessel, she was fitted out and already in a condition to sail on the voyage by which freight was to be earned. And accordingly what he acquired was a right to 22/64th shares in a vessel equipped with a crew, fully provisioned and in repair, and ready to proceed on her voyage. What was sold to him was not a vessel which was going to be put into repair, but a vessel already in good repair. The defender therefore got the advantage of all that had been already done. I think the managing owner or ship's-husband has no action against him for the cost of repairs and fittings on the simple ground that he was not the employer of those who executed them. The co-owners as they stood before the bill of sale were the only employers.

Lord Mure—I am of the same opinion. The facts have been clearly explained by your Lordship. It appears to me that except as to that part of the expense which was incurred subsequently to the date of the bill of sale there is no claim against the defender. That view is, I think, clearly indicated in the passage from the opinion of Sir Robert Phillimore, quoted in the note of the Sheriff-Substitute. The ship was repaired and fitted out for the voyage before the bill of sale, and it must be taken that the defender gave full value for his shares in her when so fitted out and repaired.

Lord Shand—The advances which are here in question were not made on the defender's credit, nor were they made—or at least his obligation to pay them was not incurred—at any time during the period when he was part-owner. In that state of the facts it is plain that unless special grounds are shown to establish the supervening liability alleged, he cannot be made liable. Now, on the record and in the minute of admissions, one fact, and one only, is relied upon—the fact, namely, that the defender became owner of 22/64th shares in the vessel on 5th December 1885, at the very time when she was about to sail under the charter-party of 11th November 1884. The minute of admissions goes further in expression than a mere statement that the defender became owner on 5th December 1885, for it goes on to say that he "assumed the rights of ownership" on that date. Both sides were pressed as to whether that expression conveyed any additional meaning, and I was left in the state of mind to which your Lordship has given expression—that of thinking that the words have no substantial meaning beyond the statement that the defender became co-owner. Accordingly there is no general ground for holding that any liability for the expenditure had supervened on the defender. He did not authorise it, nor was he in any way responsible for it, unless the mere fact of his becoming a co-owner made him so. Now, so far as we can see, this bill of sale was kept entirely latent. It was a transaction between the defender and Hendry; it was not intimated or registered; and the parties to it might have put it into the fire a week afterwards if they had liked. It was never acted on, and no one else had any right under it. I can see no ground on which we can hold the defender responsible in consequence of his merely taking the bill of sale.

Further, I agree that even if intimation of the bill of sale had been made to the ship's-husband and the co-owner, the result of the facts and admissions would have been the same. When the defender purchased his shares there was no special stipulation that he should be liable for previous furnishings and repairs. He bought shares of a ship which was provided and ready for sea, and in that state of the facts, then, there is no ground for holding him responsible to the ship's-husband. It is quite true that had freight been earned, the ship's-husband would have been entitled to retain as against the defender the advances he had made to enable the freight to be earned. That follows from the relation of the ship's-husband to the ship, and the right arises from the doctrine of retention. He would retain as against the ship what he had paid out for the ship. But that is quite a different thing from the assertion of a right to sue the defender personally for advances made before he had anything to do with the ship. As the facts stand there is no freight. What, then, is the ship's-husband's remedy? His remedy is plainly against the former proprietor of the shares now belonging to the defender for the proportion due in respect of those shares, and that because it was in his employment that this work was done. But has he also a remedy against the co-owner? There is no averment as to a custom of trade to the effect that in such a case as this the liability of the person to whom the ship or part of it belonged when the repairs were made, attached also to the person who buys his shares after the work is done, and even if there were I should think it extremely questionable whether any effect could be given to such a custom.

I think the case fails at the outset, and that there is no legal ground for making the defender responsible.

Lord Adam concurred.

The Court refused the appeal and adhered to the interlocutors of the Sheriffs.

Counsel for the Pursuers (Appellants)—Gloag—M'Kechnie. Agent—W. B. Rainnie, S.S.C.

Counsel for the Defender (Respondent)—D.-F. Mackintosh—Dickson. Agent—J. Smith Clark, S.S.C.

Friday, July 8.

FIRST DIVISION.

[Lord M'Laren, Ordinary.

THE TRADES HOUSE OF GLASGOW *v.* BLACKS.

Church—Manse—Assessment—Cess Roll—Valued Rent—Ecclesiastical Buildings and Glebes (Scotland) Act 1868 (31 *and* 32 *Vict. cap.* 96), *sec.* 23.

The Ecclesiastical Buildings and Glebes (Scotland) Act 1868 provides by section 23 that when the area of a church theretofore