shares if the Court decided that this was a competent course, the distinction apparently drawn in the clause between the investments in general and the investment of the funds devolving on the second party entitled them to refuse to incur liability without such authority.

Argued for the second party--Unrestricted power to continue the truster's investments in public companies was conferred by the deed. Under such a clause trustees could continue these investments as long as they thought it advantageous for the trust—*Brown* v. *Gellatly*, August 5, 1867, L.R., 2 Ch. App. 751.

At advising—

LORD JUSTICE-CLERK—It seems quite reasonable that the trustees should desire to be sure of their position under the trust-settlement. I am of opinion that the terms of the deed are on the whole quite clear, that the intention of the testator was to give the trustees power to continue to hold after his death all investments in public companies which he held at the time of his death. The power thus conferred does not in any way affect the duty of the trustees to look after these investments, and see that they remain reasonably secure and safe. All that the deed does is to relieve the trustees of the responsibility of continuing to hold investments of that character. In regard to their competency to hold these, as I read the deed there can be no doubt. As I read the deed the testator simply means to say—"I have certain investments in public companies. After my death my trustees may continue to hold such as long as they do their duty in inquiring about their safety and judging them to be secure." We must make it plain in our findings that our judgment does not relieve the trustees from exercising their discretion as to the desirability of holding such investments.

LORD YOUNG and LORD RUTHERFURD CLARK concurred.

The Court pronounced this interlocutor:—

"Find that under the terms of the trust-deed it is competent for the parties of the first part to continue to hold the shares in public companies which were held by the testator at the time of his death, but declaring that the trustees must exercise their own discretion as to the desirability in the interests of the estate of their continuing to hold such investments."

Counsel for the First and Third Parties—Jameson—Salvesen. Agents—Boyd, Jameson, & Kelly, W.S.

Counsel for the Second Party—Asher, Q.C.—A. S. D. Thomson. Agents—Davidson & Syme, W.S.

Tuesday, October 28.

SECOND DIVISION.

REID (INSPECTOR OF POOR OF THE PARISH OF KILMARNOCK) *v.* EDMISTON (INSPECTOR OF POOR OF THE PARISH OF RUTHERGLEN).

Poor—Settlement—Husband and Wife—Settlement of Wife Deserted by Husband who had no Settlement in Scotland.

An Irishman residing in Scotland, where he had no settlement, married a Scotswoman, and lived with her in one parish for about eighteen months. He deserted his wife, who became chargeable to the parish where they had lived. Previous to her marriage the wife had acquired a settlement by residence. In a question between the parishes of her birth settlement and of her residential settlement, *held* that the latter was liable for her relief.

This was a special case presented by (1) John Reid, and (2) Allan A. Edmiston, Inspectors of Poor, and representing the Parochial Boards of the parishes of Kilmarnock and Rutherglen respectively, under the following circumstances:—Mrs Theresa Convery or Lawrie was born in the year 1856 in the parish of Kilmarnock, where her father and mother resided. In the year 1874 she became a teacher in the Roman Catholic School at Rutherglen, and resided in the parish for ten years thereafter, and up to the date of her marriage after mentioned supporting herself by teaching in said school. By said residence she acquired for herself a residential settlement in the parish of Rutherglen. In February 1884 she married at Kilmarnock John Lawrie, a native of Ireland, whose birth settlement in that country was capable of being ascertained, but who did not then possess, nor did he afterwards acquire, any settlement in Scotland. After the marriage Lawrie and his wife resided for ten months in Glasgow, after which they removed to Kilmarnock. In August 1886 Lawrie deserted his wife, and in April 1887, being burdened with two children, aged at that date, the elder—a boy—one year and four months, and the younger—a girl—two weeks, she became chargeable in the parish of Kilmarnock on 1st April 1887, and has since then continued to receive relief. On 15th July 1887 Lawrie was apprehended and charged with deserting his wife and children. He was convicted of said charge, and sentenced by the Sheriff at Kilmarnock to thirty days' imprisonment. On the expiry of the sentence he left the district and had not since been heard of.

The question for the consideration of the Court was as follows:—"Does the burden of supporting the pauper fall upon the parish of her birth, or upon the parish in which at the date of her said marriage she possessed a residential settlement?"

The first party argued—The pauper with a Scottish domicile, when deserted by her husband, who was a foreigner, without a settlement in Scotland, reverted to her own domicile—*Hay* v. *Skene*, June 13, 1850, 12 D. 1019; *Carmichael* v. *Adamson*, February 28, 1863, 1 Macph. 452; *Kirkwood* v. *Manson*, March 14, 1871, 9 Macph. 693. Had the husband acquired a residential settlement, that would have been his wife's settlement—*Greig* v. *Simpson and Craig*, May 16, 1876, 3 R. 642. A settlement of birth might be excluded for the time and a residential settlement acquired, and till that was lost the birth settlement could not revive. Applying these principles, it was plain that the parish of Rutherglen was liable for the support of the pauper. She had acquired a residential settlement there, and she had not lost it by absence from the parish for the requisite time. The only question in the case was whether she had lost it by her marriage, and it never had been held that because a Scotswoman married a foreigner who never acquired a settlement in Scotland she thereby lost her residential settlement. All authority was the other way—Bell's Prin. pp. 2197, 2202. It was true that in the last edition of Bell's Prin. the editor had taken the view that marriage did deprive a wife of her settlement, but that was opposed to the text. The only authority adduced in support of the statement was *Kirkwood* v. *Manson*, cited *supra*, but in that case the question was expressly reserved. A widow with a settlement derived from the residence of her deceased husband, on a second marriage would lose the derivative settlement. That in no way touched the present case. The principle contended for had been assumed in all the cases, and indeed had been expressly decided in an English case—*St John's, Wapping; Johnstone* v. *Wallace*, June 13, 1873, 11 Macph. 699; *Thomson* v. *Knox*, June 28, 1850, 12 D. 1112; *Hay* v. *Carse*, February 24, 1860, 22 D. 872

The second party argued—A married woman acquired her husband's domicile, and any domicile she might have acquired herself previous to her marriage was extinguished — *Kirkwood* v. *Manson*, *supra*. In this case the wife acquired her husband's domicile, which was Irish; if she could not be relieved there, then she reverted to her birth settlement—*M'Ronie* v. *Cowan*, March 7, 1862, 24 D. 723.

At advising—

LORD YOUNG—There is no doubt that when a woman marries she takes her husband's settlement as her own—that is, when he has a settlement in Scotland. The only difficulty which probably occurs in practice is the case where the husband has no settlement in Scotland. Then if he deserts her the question arises, what is to be her parish of settlement? She has, like every other person born in Scotland, a parish of settlement of her birth, and that is the settlement of the last resort. But another settlement may be acquired by residence, and in this case it had been acquired by the pauper's residence—her industrial residence — in the parish of Rutherglen for ten years from 1874 to February 1884. Her birth settlement therefore disappeared for the time, and another was acquired. Then she married and her husband deserts her, and he has no settlement, at least none that can be made liable for his wife's support. Her residential settlement was in Rutherglen, where her husband married her, but when he deserts her it is maintained that the settlement she has acquired by residence there for five years—and for a long period beyond the five years—has been destroyed utterly by the fact of her marriage. I cannot assent to that doctrine. If by her husband's desertion she has to seek relief from her own parish, then that parish is the one in which she has acquired a settlement by her industrial residence. No doubt a residential settlement once acquired may be again lost, but I do not think it has been lost in this case.

LORD RUTHERFURD CLARK and the LORD JUSTICE-CLERK concurred.

The Court answered the first alternative in the negative, and the second in the affirmative.

Counsel for the First Party—Guthrie—Aitken. Agents—H. & H. Tod, W.S.

Counsel for the Second Party—J. A. Reid. Agent—William Officer, S.S.C.

Friday, February 28.

OUTER HOUSE.

[Lord Kinnear.

MORE (LIQUIDATOR OF FLORIDA MORTGAGE AND INVESTMENT COMPANY, LIMITED), PETITIONER.

Company — Winding-up — Approval of Agreement by Liquidator.

Proposed arrangement by a liquidator to convey part of the lands of an American land company to a railway company in consideration of their forming a railway through the district in which the lands were situated, *approved.*

The Florida Mortgage and Investment Company, Limited, was incorporated under the Companies Acts 1862 to 1883, on 25th November 1884, and had its registered office at No. 4A St Andrew Square, Edinburgh.

The objects for which the company was formed included the following, viz.—"The fulfilment of a provisional contract for the purchase of certain lands in the State of Florida, and the purchasing and selling or otherwise disposing of land in the State of Florida or elsewhere.

On November 5, 1888, it was resolved that the Company should be wound up volun-