been—"We have never done anything of the kind. You are under a misapprehension, or, at all events, if we have used any words calculated to mislead the public, we regret it, and won't do it any more." I cannot conceive any other answer to the action, but the answer is—"Oh, we are doing it, we have been doing it, and we mean to continue doing it. It is our right to mislead the public by representing that we are members of the incorporated societies which we are not." Did your Lordships ever hear of such a right, put into plain language, in a court of justice. The interdict asked is, that they shall be prohibited, and no more, from using language which will mislead the public into believing that they are members of an incorporated society of which they are not members. They say they are not members, and that they are misleading the public, and that they have a right to do it, or, at all events, that no one has a right to complain. I think that is nonsense on the face of it, and I do not think the case presents any difficulty either in fact or in law. About the facts there is no dispute. The pursuers are the only incorporated accountants in Scotland. The defenders are not incorporated chartered accountants at all, and they are representing, contrary to the fact, that they are. If they were not so representing, there would be no ground for interdicting them. It is only because they are, and because they are insisting that they should be allowed to continue to do it, that there is no arguable defence in point of law. I therefore agree that interdict should be granted.

I may explain, though it is hardly worth while, that I do not think that, by means of a Crown charter or otherwise, the public generally can be deprived of the right to use the ordinary language which describes themselves or which describes their conduct. I do not think a charter could give a right to call themselves exclusively accountants to anybody, or prevent the public, the citizens of this country, calling their occupation by the name which the English language expresses it by. But there is nothing of that sort involved here. The defenders are only interdicted from representing that they are members of bodies of which they are not, by using initials, or anything else, which will signify that fact. They have no occasion to call themselves chartered accountants; they have no occasion to use the letters C.A. They can use a great variety of other designations which will completely represent what they are, without using language calculated to mislead the public in the way they are doing.

LORD RUTHERFURD CLARK—I am satisfied with the judgment of the Lord Ordinary, and the reasons he has assigned for that judgment.

LORD TRAYNER—I agree with the Lord Ordinary, and with the views which your Lordships have expressed.

The Court adhered.

Counsel for the Pursuers — Guthrie — Howden. Agents—John C. Brodie & Sons, W.S.

Counsel for the Defenders — Sol.-Gen. Asher, Q.C.—A. S. D. Thomson. Agents—Ronald & Ritchie, S.S.C.

Thursday, June 1.

SECOND DIVISION.

ELDER *v.* LEITCH.

Poor — Settlement — Forisfamiliation — Pupil Teacher in Minority and Residing in her Father's House.

A girl born on 29th November 1873 became insane on 13th May 1892, and was placed in a lunatic asylum as a pauper lunatic. Until the latter date she resided continuously in her father's house. From 7th January 1889 until 1st November 1890 she served as a monitress in a public school, receiving for this service the sum of £11, 10s. From 1st November 1890 till 6th November 1891, when she had to resign on account of ill-health, she taught as a pupil-teacher in the same school, receiving as salary the sum of £10 per annum.

Held that she was not forisfamiliated, and that therefore the burden of maintaining her fell on the parish of her father's settlement.

Margaret Forbes Tulloch was born in the parish of Kinloss, in the shire of Elgin, on 29th November 1873. Her father was Alexander Tulloch, journeyman carpenter, residing in the parish of New Spynie, in the shire of Elgin. She was born in the parish of Elgin.

From the time of her birth until 13th May 1892 Margaret Forbes Tulloch resided continuously in her father's house. On 7th January 1889 she was engaged as a monitress in Bishopmill Public School under the School Board of the burgh of Elgin, and served in that capacity until 1st November 1890. For this service she received the sum of £11, 10s.

On 1st November 1890 an agreement was entered into between the School Board and Alexander Tulloch, "hereinafter called the surety, the father of Maggie Forbes Tulloch, hereinafter called the pupil-teacher, and the said pupil-teacher," whereby it was provided that she should serve the said School Board as a pupil-teacher.

In pursuance of this agreement she entered upon the duties of a pupil-teacher at the school, and continued to discharge these duties until 6th November 1891, on which date she was obliged to resign her position of pupil-teacher on account of ill-health. During this term of service as pupil-teacher she received as salary the sum of £10.

On 13th May 1892 she became insane, and as a pauper lunatic was placed in the Elgin District Lunatic Asylum by the Parochial Board of the parish of New Spynie, upon which parish she became immediately chargeable.

Neither Alexander Tulloch nor Margaret Forbes Tulloch had any residential settlement on 13th May 1892. The former then earned the usual journeyman carpenter's wages customary in the district, which are 6d. per hour—the full usual working time being 51 hours per week in summer and about 45 hours per week in winter. His family consisted of his wife and five children, the pauper being the third eldest. The two eldest supported themselves, but the two youngest still lived with their father, and were dependent on him.

In these circumstances a question having arisen between the parochial boards of the parishes of Elgin and Kinloss whether Elgin, as the parish of the pauper's father's settlement, or Kinloss, as the parish of the pauper's birth, was liable for the maintenance of the pauper, a special case was presented to the Court for its decision. It was admitted that one or other of these parishes was liable for her maintenance, and that the parish of New Spynie was not liable.

James Elder, Inspector of Poor for the parish of Elgin, as representing the Parochial Board of that parish, was the first party to the case. A. K. Leitch, Inspector of Poor for the parish of Kinloss, and as representing the Parochial Board of that parish, was the second party.

The question of law was, "Does the burden of supporting the pauper fall upon the parish of Elgin or upon the parish of Kinloss?"

Argued for the first party—The pauper was forisfamiliated, and therefore was chargeable on the parish of her birth. She was in a higher station of life than her father, she being a school teacher and he a journeyman carpenter. She was also earning a considerable wage, amounting to about a sixth of what her father was earning. She therefore maintained herself although lodging in her father's house, and the case was therefore distinguished from *Lees* v. *Kemp*, October 17, 1891, 19 R. 6, and *Mackay* v. *Munro*, January 21, 1892, 19 R. 396, and *Fraser* v. *Robertson*, June 5, 1867, 5 Macph. 819. That she was a minor did not prove conclusively that she was not forisfamiliated, because a boy in minority and not earning sufficient to support himself had been held to be forisfamiliated in the case of *Heritors of Cockburnspath*, June 9, 1809, F.C. A child might also be forisfamiliated without leaving her father's home—*Dempster* v. *M'Whannel*, November 26, 1879, 7 R. 276 (opinion of Lord Shand, 280).

Counsel for the second party was not called on.

At advising—

LORD YOUNG—If we are of opinion that there is no case of forisfamiliation proved here, then according to the terms of the agreement between the parties the burden of maintaining the pauper is to be borne by the parish of Elgin. I think we are all agreed that no case of forisfamiliation has been made out here.

LORD RUTHERFURD CLARK concurred.

LORD TRAYNER—I also agree. There are three considerations which are always material in considering a question of forisfamiliation. These are—(1) Is the person said to be forisfamiliated a major? (2) Does she reside with her father? and (3) If resident in her father's house, does she support herself? I do not say that all these three conditions must concur in order to constitute forisfamiliation, nor is anyone of them essential before forisfamiliation can be affirmed. But these are the usual considerations which would lead the Court to conclude that forisfamiliation has taken place.

In this case they are all wanting—(1) The girl is a minor; (2) she has always lived in her father's house; and (3) she was not earning her own livelihood. It is therefore quite clear that no forisfamiliation has taken place, and that the parish of the father's settlement is bound to maintain the pauper.

The LORD JUSTICE-CLERK concurred.

The Court found that the burden of supporting the pauper fell upon the parish of Elgin.

Counsel for First Party—Dickson—Moffat. Agents—Boyd, Jameson, & Kelly, W.S.

Counsel for Second Party—Salvesen. Agent—Robert Stewart, S.S.C.

Tuesday, June 6.

FIRST DIVISION.

[Sheriff of Lanarkshire.

DILLON *v.* NAPIER, SHANKS, & BELL.

Reparation—Defence of Bar on Account of Compensation Received for the Same Injuries in a Separate Action—Relevancy.

A dock labourer working in the hold of a ship lying next a quay, was injured by the fall of a plank dislodged by a workman crossing to the quay from a ship lying outside. He brought an action of reparation against his own master, on the ground that the plank was improperly placed, but this action he subsequently compromised, and granted a receipt in full satisfaction and discharge of all claims against the defender in respect of the accident. He then brought an action of reparation for the same injuries against the workman's master on the ground that he should have provided a gangway for his men crossing over the inside ship.

Opinions expressed (approving the judgments in the Sheriff Court) that the pursuer was not barred by his compromise in the previous action; but action *dismissed* as irrelevant, on the ground that the pursuer had failed to set forth any fault on the defenders' part.