

suers, and Sidey & Crawford, merchants, Montreal, are defenders, the issue was—

“Whether in or about the month of July 1864, the pursuers gave an order to Messrs Paterson & Robinson, merchants and commission agents, Glasgow, to be executed by their correspondents at Montreal, to purchase and ship at Montreal, on the pursuers' account, per steamer to Glasgow, one hundred boxes strictly prime, sweet, stale cheese on the best terms? Whether this order was communicated to the defenders, Sidey & Crawford, and accepted by them? And, whether the said defenders, in breach of the said contract, failed to purchase and ship, on account of the pursuers, cheese of the quality ordered?”

The question betwixt the parties was, whether the cheese was of the quality ordered.

The jury found for the pursuers, Messrs Phillips, who had accepted bills for the price of the cheese, the charge on which they suspended.

Counsel for Pursuers—Mr Shand and Mr Asher. Agents—J. W. & J. Mackenzie, W.S.

Counsel for Defenders—Mr Clark and Mr Watson. Agent—Lockhart Thomson, S.S.C.

ALLANS v. SIDEY AND CRAWFORD.

In this case the pursuers were A. & J. Allan, provision-merchants in Glasgow. The issue was similar to that in the preceding case, and by arrangement a verdict was returned for the pursuers, without a separate trial.

Counsel for Pursuers—Mr Shand and Mr Asher. Agents—J. W. & J. Mackenzie, W.S.

Counsel for Defenders—Mr Clark and Mr Watson. Agent—Lockhart Thomson, S.S.C.

Tuesday—Thursday, March 26—28.

SIDEY AND CRAWFORD v. PHILLIPS.

Sale—Resting-Owing. Verdict for pursuers.

In this case Sidey & Crawford were pursuers, and J. & A. Phillips were defenders. The issue was—

“Whether, on or about the 30th June 1864, the defenders ordered the pursuers to purchase and ship for them 200 packages choice dairy butter of the finest quality, and got up in the best style, and at the lowest price practicable? Whether the pursuers duly implemented the said order? And, whether the defenders are due and resting-owing to the pursuers the sum of £192, 4s., as the balance of the cost of said butter, and relative charges, with interest, or any part thereof?”

The question betwixt the parties was, whether the quality of the butter was conform to order.

The jury found for the pursuers.

Counsel for Pursuers—Mr Clark and Mr Watson. Agent—Lockhart Thomson, S.S.C.

Counsel for Defenders—Mr Shand and Mr Asher. Agents—J. W. & J. Mackenzie, W.S.

SIDEY AND CRAWFORD v. ALLANS.

In this case the issue was similar to that in the preceding case, and by arrangement a verdict was returned for the pursuers without a separate trial.

Counsel for Pursuers—Mr Clark and Mr Watson. Agent—Lockhart Thomson, S.S.C.

Counsel for Defenders—Mr Shand and Mr Asher. Agents—J. W. & J. Mackenzie, W.S.

Thursday—Saturday, March 28—30.

PORTER v. PHOENIX ASSURANCE COMPANY.

Contract—Resting-Owing—Fire Insurance Policy. Verdict virtually for defenders.

In this case, in which Thomas Porter, accountant, and lately pawnbroker at Johnstone, in the county of Renfrew, is pursuer, and the Phoenix Assurance Company of London are defenders, the following was the issue:—

“It being admitted that the policy No. 9 of process was granted by the defenders to the pursuer: “Whether the property insured by the said policy, or part thereof, was consumed or damaged by fire on or about the 23d February 1866? And whether, under the said policy, the defenders are indebted and resting-owing to the pursuer in the sum of £1000, or any part thereof, with interest thereon from 23d March 1866?”

The question involved was the value of the pursuer's property which was destroyed. He claimed £1000, and the defenders judicially tendered £900.

The jury found that the value was £800.

Counsel for Pursuer—The Solicitor-General and Mr Young. Agents—M'Ewen & Carment, W.S.

Counsel for Defenders—The Dean of Faculty and Mr Lamond. Agents—Gibson-Craig, Dalziel, & Brodies, W.S.

(Before Lord Kinloch.)

Monday, April 1.

FRASER v. YOUNGER AND SON.

Reparation—Culpa—Unfenced Machinery. Verdict for defenders.

In this case, in which the now deceased James Fraser, provision dealer and cowfeeder, residing at Candleriggs Street, Alloa, was originally pursuer, and in which Mrs Margaret Smart or Fraser, his widow and executrix, who has been sisted in his room and place, is now pursuer; and George Younger & Son, brewers in Alloa, are defenders, the issue was as follows:—

“Whether the pursuer's daughter, Ann, died in consequence of injuries sustained on or about the 10th of April 1866, from an unfenced shaft in the mash-house of the defenders' brewery at Alloa, through the fault of the defenders—to the loss, injury, and damage of the pursuer? “Damages laid at £1000.”

It appeared from the evidence that the pursuer's daughter, who was thirty-four years of age, had entered the brewery in order to get a bag of draff, and that while there she was caught by a shaft and killed. It was said that she wore a large erinoline. The distance between the shaft and the wall was only ten inches, so that she was dreadfully mangled. The pursuer claimed damages on the ground that the shaft ought to have been fenced; while, on the other hand, the defenders maintained that the deceased had no right to enter that part of the brewery, and that they were therefore free from liability.

The jury, after an absence of an hour and a half, returned with a unanimous verdict for the defenders, but strongly recommending the widow to their consideration.

Counsel for Pursuer—Mr Fraser and Mr M'Lenan. Agent—W. R. Skinner, S.S.C.

Counsel for Defenders—Mr Gifford and Mr John Hunter. Agents—Morton, Whitehead, & Greig, W.S.