machinery, making roads, and otherwise in the development of the quarry from the year 1863 to the 16th November 1869, amounted, with interest, to the sum of £10,418, 5s. 10d., conform to accounts thereof herewith produced and referred to. It would further appear from accounts produced by Mr Lloyd that the outstanding liabilities of the concern at that date amounted to the sum of £188, 11s. 11d.

"The *Curator Bonis* having been advised that, in terms of the arrangement between Mr Bontine and Mr Lloyd, he was bound to concur with the other partners in defraying the necessary expenses of developing and working the quarry, paid, after due inquiry and under the authority of the Court, the following sums to Mr Lloyd:—

1868, August 3, . .	£1799	17	4
1869, March 2, . .	98	17	0
	£1898	14	4

This included the sum of £550, part of the purchase price of the shares. It would appear that a further sum of £75, 10s. 3d. is due by Mr Bontine as at 16th November 1869, being his share of the expense of working the quarry, &c., to that date." "The curator became extremely desirous to free Mr Bontine's estate from the liability of contributing year after year indefinitely towards the expense of developing aud working this quarry. He therefore urged on Mr Lloyd and the other partners the necessity of having a joint-stock company (limited) established, as appears to have been originally contemplated by the partners, by means of which sufficient capital could be procured for the development of the quarry, and Mr Bontine relieved from the liability under which he lay to contribute further to that purpose." The joint-stock company was accordingly founded and registered. The old company was to receive 3000 shares of the new company's shares. "The *Curator Bonis* believes that if he were authorised to concur, and did concur, with the other owners of the quarry in assigning their interests therein to the new company, accepting in lieu thereof fully paid up shares in that company, Mr Bontine's estate would be entirely free from any future liability in respect of the said quarry, or of the said shares in the new company. He herewith produces the copy of a release and indemnity which Mr Lloyd, in the event of the foresaid proposed arrangement being carried out, is ready to grant."

SOLICITOR-GENERAL and ADAM for the petitioner.

The Court granted the petition. It was unprecedented in its nature, and could only be granted where it was absolutely necessary for the judicious management of the ward's estate. This was such a case; and the application was to be viewed the more favourably that the curator was a director of the new company.

Agents—A. & A. Campbell, W.S.

Friday, July 15.

BROWN, PETITIONER.

Amendment—Citation—Messenger's Execution. Clerical error in messenger's execution of a citation *allowed* to be amended.

James Brown having presented a petition for the custody of his children, the Court pronounced an interlocutor ordering the requisite intimation. A certified copy of this interlocutor was written on the petition by the Assistant Clerk of Court. The messenger's execution was on the third page of the petition, and referred to it, but omitted to state that the citation proceeded in virtue of the deliverance of the Court.

GRANT, for the petitioner, maintained that, this being a clerical error, made *per incuriam*, and not affecting the citation itself, amendment should be allowed.

The Court allowed the amendment, as the blunder was not in the body of the deed, but was a clerical error in the description of the warrant.

Agent—James Barton, S.S.C.

Friday, July 15.

NORTH BRITISH RAILWAY COMPANY *v.* CARTER.

Railway Clauses Consolidation (Scotland) Act 1845, *section* 90—*Tolls—Demand for Payment—Service of Petition.* By section 90 of the Railways Clauses Consolidation (Scotland) Act 1845 it is enacted, "if *on demand* any person fail to pay the tolls due in respect of any carriage or goods, it shall be lawful for the company to detain and sell such carriage, or all or any part of such goods, or if the same shall have been removed from the premises of the company, to detain and sell any other carriages or goods within such premises belonging to the party liable to pay such tolls, and out of the monies arising from such sale to retain the tolls payable as aforesaid, and all charges and expenses of such detention and sale, rendering the overplus, if any, of the monies arising by such sale, and such of the carriages or goods as shall remain unsold, to the person entitled thereto; or it shall be lawful for the company to recover any such tolls by action at law." Two firms carrying on different businesses under the same name became bankrupt; and at the date of bankruptcy they owed a considerable sum to a railway company for carriage of goods. Without making any formal *demand* for payment of the tolls due, the railway company presented a petition for a warrant to sell goods in their possession belonging to the bankrupts, under the above statute. *Held* (Lord Deas diss.) that service of this petition was a sufficient *demand* for payment of the tolls in the sense of section 90.

This was a petition presented to the Sheriff of Edinburgh in virtue of section 90 of the Railways Clauses Consolidation Act 1845, at the instance of the North British Railway Company against F. H. Carter, C.A., trustee on the sequestrated estates of J. & G. Pendreigh, grain merchants in Edinburgh and Leith, and also of the firm of J. & G. Pendreigh, brewers, Abbeyhill, Edinburgh. The petitioners alleged that they had been largely employed by the bankrupts as carriers; and that at the date of their sequestration the bankrupts owed the petitioners £852, 2s. 2d., while there was in their possession, at their stations and stores, a considerable quantity of goods belonging to both bankrupts' firms. They accordingly craved a warrant of sale of these articles in virtue of section 90 of the above Act.

The trustee pleaded—"(1) The 90th section of the Railways Consolidation (Scotland) Act 1845