

personal obligations of his author, that only holds good when he is in *bona fide*. In this case I think—(1) That Stodart was bound to implement Taylor's obligation and grant a feu. When C buys from A a subject on which B has a house, he must inquire into B's title, and I am of opinion that we have enough to make Stodart liable for all the obligations of his author; (2) I also think that with the *rei interventus* the receipts are sufficient to establish a title. They are very precise. I may add that I should have been quite ready to hold that the Dalzells' were bound to take that feu if the case had been reversed. With a possession of twenty-five years, and the house built as it was, Stodart was bound at the time of his purchase to make inquiry.

The Court adhered.

Counsel for Pursuer—Darling. Agent—A Morison, S.S.C.

Counsel for Defender—Lorimer. Agent—D. Macbrair, S.S.C.

Wednesday, December 20.

## FIRST DIVISION.

[Lord Shand, Ordinary.

WALLACE AND OTHERS *v.* FRASERBURGH  
HARBOUR COMMISSIONERS.

*Harbour—Dues—Wreckage.*

The Fraserburgh Harbour Commissioners were by Act of Parliament empowered to exact dues for "goods or merchandise that should be imported into the harbour or unloaded out of any ship or vessel coming into said harbour." A vessel was cast ashore within the precincts of the harbour; certain timber, casks, empty barrels, brass, &c., forming part of the vessel, were brought into the harbour and landed there.—*Held* (affirming the Lord Ordinary's judgment) that no dues were exigible on such articles under the Act of Parliament.

Counsel for Pursuers—Trayner—Hunter. Agents—Pearson, Robertson, & Finlay, W.S.

Counsel for Defenders—Asher—Robertson. Agent—Alexander Morison, S.S.C.

Thursday, December 21.

## SECOND DIVISION.

[Lord Craighill, Ordinary.

GRAYS (RAMSAY'S TRUSTEES) *v.* BISHOP  
AND OTHERS.

*Succession—Settlement—Construction—Vesting—Fee and Liferent.*

A testator directed his trustees to pay the free annual interests and proceeds of his

whole means and estate in equal portions to his brother and four sisters, "and that during all the days of their respective lives, whom failing without issue, to the survivors and survivor." He further directed his trustees, "upon the death of any one or other of my brother or sisters herein-before named, to pay to the child or children of such deceased brother or sisters, in equal portions, the capital sum liferented by the parent so deceasing;" and on the death of his wife he directed his trustees to "settle his whole heritable and moveable means and estate, and that in equal shares, upon my said brother and sisters, in liferent for their liferent use allanarly, in terms and under the conditions before specified, and the issue of their bodies respectively, whom failing to the issue of the survivors or survivor in fee." The brother and two of the remaining sisters left issue, and the last survivor was the fourth sister, who died unmarried.—*Held* (1) that the share of the trust-estate liferented by the unmarried sister who survived the others did not fall into intestate succession of the testator, but vested at the death of the liferentrix in the issue of the brother and the two sisters who left family; and (2) (*diss.* Lord Gifford) that the division of the share among the issue must be *per stirpes*.

This was an action of multipoleinding raised by John Gray, accountant to the Union Bank, Glasgow, and George Gray, as trustees of the late John Ramsay, merchant, Edinburgh, calling as defenders the issue of the testator's brother and sisters and their representatives. The circumstances under which the action arose are as follows:—

Mr Ramsay died on 31st August 1843, leaving a trust-disposition dated 2d February 1838, and a codicil dated 14th February 1840. The purposes of the deed were—1st, payment of debts; 2d, implement of marriage-contract obligations to the truster's wife; 3d, additional annuity of £125 to Mrs Ramsay; 4th, payment of all legacies; and the remaining purposes were in these terms:—"Fifthly, I hereby direct and appoint my said trustees to pay the free annual interest and proceeds of my means and estate (under deduction of the annuity and other provisions herein-before settled, and the necessary expense of this trust) in equal portions to the said James Ramsay, my brother, Mrs Catherine Ramsay or Finlay, Mrs Jess Ramsay or Young, Mrs Sylvester Ramsay or Duncan, and Isabella Ramsay, my sisters, and that during all the days of their respective lives, whom failing without issue to the survivors and survivor; Declaring always, as it is hereby specially provided and declared, that the said proceeds and annual interest shall not be assignable or affectable by the diligence of creditors, nor subject to the *jus mariti* of husbands, but it is of an alimentary nature, and shall be payable to my said brother and sisters on their own respective receipts allanarly: Sixthly, I hereby further direct and appoint my said trustees or trustee acting for the time, upon the death of any one or other of my brother or sisters herein-before named, to pay to the child or children of such deceased brother or sister in equal portions the capital sum liferented by the parent so deceasing (the issue of such children being en-