

fifth part of this estate demandable. I am clearly of opinion that the only way in which we can deal justly in this matter is to answer the questions as proposed by your Lordship.

The Court pronounced this interlocutor:—

“The Lords having heard counsel for the parties on the Special Case, are of opinion and find, that in paying the income of the trust estate and in handing over the furniture to the second party, the trustees, parties of the first part, have acted in conformity with the legal rights of parties, and that the parties of the third part have no title or interest to interfere with their management to this effect.”

Counsel for First Parties—A. J. Young.
Agents—Duncan & Black, W.S.
Counsel for Second Parties—J. A. Reid. Agent
—Alexander Matheson, W.S.
Counsel for Third Parties—Macfarlane.
Agents—Duncan, Archibald, & Cuninghame, W.S.

Tuesday, July 12.

FIRST DIVISION.

[Sheriff-Substitute of
Lanarkshire.

ARROL v. TODD.

Master and Servant—Contract—Damages for
Wrongous Dismissal.

George Todd, brickmaker, sued Wm. Arrol & Co. engineers and contractors, Glasgow, for £104, 14s. 1d. in name of damages for breach of contract. The defenders were contractors for the erection of the Forth Bridge at Queensferry, and the pursuer averred that they had engaged him for a year from 23d February 1880 at a salary of £150, and an additional commission on the output of bricks, to be manager of their brickwork at Inverkeithing in connection with the said contract. The defenders averred that his engagement was as a weekly servant, at a wage of £3 per week and the said commission. The pursuer worked at the brickwork until 14th August, when the defenders intimated to him that the undertaking had been abandoned, and that his services would no longer be required. He claimed damages for wrongous dismissal, the amount sued for consisting of £75 for the remaining half-year's salary of his alleged term of engagement, and a sum of £29 odd as the estimated amount of commission which would probably have become due and payable to him during that period. Proof was led, from which it appeared that the pursuer's engagement was made at an interview between him and Mr Arrol on 19th February, as to the terms of which the parties were at variance. A letter was produced, written by pursuer to defenders' firm on 20th February in the following terms:—“Referring to my conversation of yesterday with your Mr Wm. Arrol, I hereby offer for twelve months, from Monday 23d current, to take the management of the brickworks started by you at Inverkeithing . . . and that at a salary of £150 . . . payable either monthly

or, at your option, shorter periods, with the addition of a premium of 1d. per thousand on the output, payable quarterly. . . . Your acceptance of this per return will oblige your obedient servant, GEORGE TODD.” No acceptance was received. During the pursuer's stay at Inverkeithing he received £3 per week from Stewart, the defenders' cashier. The Sheriff-Substitute (LEES), after proof led, found the yearly engagement proved, and decerned in pursuer's favour for £90 of damages. The defenders appealed to the Court of Session, and the Lords affirmed the judgment of the Sheriff-Substitute.

Counsel for Pursuer (Respondent)—Mackintosh—Dundas. Agents—Mackenzie & Black, W.S.

Counsel for Defenders (Appellants)—D.-F. Kinneir, Q. C.—Jameson. Agents—J. & J. Ross, W.S.

Tuesday, July 12.

SECOND DIVISION.

[Lord Rutherford Clark,
Ordinary.

CAMPBELL v. CAMPBELL & CO. AND

OTHERS.

Partnership—Change of Name of Firm—Insufficient Interest to Support an Action on the part of a Landlord to Interdict a Firm of Distillers of which he had formerly been a Member from Changing the Name of the Firm during the Currency of the Lease.

In this case the complainer sought to interdict the respondents, who were tenants of the Tobermory Distillery in the island of Mull, under and in virtue of a lease entered into between him and the firm of N. Campbell & Co. and the then partners thereof for seven years from 1st October 1879, dated 14th and 16th October 1879, from carrying on the business of the said distillery under the name of M'Kill Brothers, or under any other name or firm than that of N. Campbell & Co., during the period of said lease, and also from selling in the market the whisky produced at the said distillery under the name of the “Mull Whisky,” or under any other name than that of the Tobermory Distillery Whisky. It appeared that the complainer, who was the heritable proprietor of the Tobermory Distillery, in 1879 entered into a partnership with a certain John M'Kill, the duration of which was to be seven years from 1st October, and the purpose of which was to carry on the distillery business under the name and firm of N. Campbell & Co. In the contract of copartnership it was agreed (1) that M'Kill should manage the business; (2) that the firm of M'Kill Brothers, spirit brokers, Glasgow, should be sole agents for the sale of the whisky produced at the distillery; (3) that the partnership should take a lease from the complainer as an individual for the period of seven years from 1st October 1879 of the whole of the distillery buildings, &c. Accordingly the complainer executed a lease in favour of N. Campbell & Co. and M'Kill, in which there was, *inter alia*, a provision