

sixty-six acres a farm-standing or a dwelling-house, which it would have been quite lawful to do, such buildings would not have fallen under the clause, for such buildings could not be included under the description "buildings, water-wheels, dams, and aqueducts which he may erect on the premises."

LORD MURE concurred.

LORD SHAND—I am of the same opinion. The ground which is the subject of the lease here is of large area; there is considerable water-power on both sides of the river, and the lease is for a long period. Therefore, while the particular stipulation with regard to the erection of buildings on the ground during the first three years of the lease is that they are to be of the value of £500, I think it is clear that both parties must equally have expected that during the long course of the lease there would be a considerable number of additional buildings put up. If it had been intended to give effect to what is now the contention of the tenant, that could have been done in two or three words. He asks us to limit the operation of the clause by reading it as meaning "buildings which may be erected in implement of the foregoing obligations." I think there is no warrant for limiting the obligation in such a manner, and that the defender's plea-in-law should be repelled.

The Court pronounced this interlocutor:—

"Find that according to the true construction of the lease executed by the predecessors of the parties on the 1st March 1785 the tenant or his assignee is bound on the expiry of the lease to leave the whole buildings and works then occupied and used for manufacturing purposes, in a complete state of repair; and with this finding remit to the Lord Ordinary to proceed."

Counsel for Pursuer and Reclaimer—Mackintosh—Graham Murray. Agents—Tods, Murray, & Jamieson, W.S.

Counsel for Defender and Respondent—Trayner—Macfarlane. Agent—J. Smith Clark, S.S.C.

In a similar question with Hector Sandeman, who had by assignation acquired M'Alpine's right in the remainder of the subjects contained in the tack, the argument for Caird was adopted, and the same judgment was pronounced.

Counsel for Defender—Glog—W. Campbell. Agents—Skene, Edwards, & Bilton, W.S.

Saturday, July 5.

FIRST DIVISION.

WHYTE, PETITIONER.

Poor's-Roll—Undischarged Bankrupt.

Circumstances in which an undischarged bankrupt was admitted to the benefit of the poor's-roll.

This was an application by John Whyte for the benefit of the poor's-roll, to enable him to defend an action at the instance of Margaret Young,

formerly a domestic servant in his employment. She sued him for damages for seduction, and also for aliment for a child of which she alleged he was the father. She had already been found entitled to the benefit of the poor's-roll.

The applicant was formerly minister of the parish of South Queensferry, from which charge he had been deposed. His estates had been sequestrated, and he had no means of subsistence, except what the trustee and his creditors allowed him. Intimation of the dependence of the action was made to the trustee, but he refused to sist himself.

The pursuer objected to a remit being made, on the ground that there was no precedent for the admission of an undischarged bankrupt to the poor's-roll.

LORD PRESIDENT—The applicant here is called to answer in an action of damages for seduction, and not merely a claim of aliment for the maintenance of a bastard child. In these circumstances, looking to the nature of the action, the Court are of opinion that he is entitled to the benefit of the poor's-roll.

The Court remitted to the reporters on the *probabilis causa litigandi*.

Thereafter on 19th July, the reporters having reported that there was a *probabilis causa*, the Court admitted the applicant to benefit of the poor's-roll.

Counsel for Petitioner—Armour. Agent—N. J. Finlay, W.S.

Counsel for Objector—Gardner. Agent—A. Adam, W.S.

HOUSE OF LORDS.

Monday, July 7.

(Before Lords Blackburn, Watson, and Fitzgerald.)

FLEMING v. YEAMAN.

(*Ante*, Dec. 1, 1883, p. 164)

Bankruptcy—Sequestration—Contingent Debt.

In a petition for sequestration of the estates of a debtor who had become notour bankrupt, the petitioning creditor founded on a debt forming the balance of an account-current and vouched by a number of IOU's. It appeared from a letter of agreement by him which was produced, that he had agreed that until adjustment of the account between him and the debtor the IOU's should be retained as vouchers of the account-current, "upon which I cannot sue you or do diligence for them against you." *Held* (*aff. judgment of First Division*) that the debtor having become notour bankrupt, the creditor was not debarred by this agreement from applying for sequestration, founding on the IOU's as vouchers of the debt.

Notour Bankruptcy—Debtors (Scotland) Act 1880 (43 and 44 Vict. c. 34).

A charge was given on a decree obtained