The first party argued—The pauper with a Scottish domicile, when deserted by her husband, who was a foreigner, without a settlement in Scotland, reverted to her own domicile—*Hay* v. *Skene*, June 13, 1850, 12 D. 1019; *Carmichael* v. *Adamson*, February 28, 1863, 1 Macph. 452; *Kirkwood* v. *Manson*, March 14, 1871, 9 Macph. 693. Had the husband acquired a residential settlement, that would have been his wife's settlement—*Greig* v. *Simpson and Craig*, May 16, 1876, 3 R. 642. A settlement of birth might be excluded for the time and a residential settlement acquired, and till that was lost the birth settlement could not revive. Applying these principles, it was plain that the parish of Rutherglen was liable for the support of the pauper. She had acquired a residential settlement there, and she had not lost it by absence from the parish for the requisite time. The only question in the case was whether she had lost it by her marriage, and it never had been held that because a Scotswoman married a foreigner who never acquired a settlement in Scotland she thereby lost her residential settlement. All authority was the other way—Bell's Prin. pp. 2197, 2202. It was true that in the last edition of Bell's Prin. the editor had taken the view that marriage did deprive a wife of her settlement, but that was opposed to the text. The only authority adduced in support of the statement was *Kirkwood* v. *Manson*, cited *supra*, but in that case the question was expressly reserved. A widow with a settlement derived from the residence of her deceased husband, on a second marriage would lose the derivative settlement. That in no way touched the present case. The principle contended for had been assumed in all the cases, and indeed had been expressly decided in an English case—*St John's, Wapping; Johnstone* v. *Wallace*, June 13, 1873, 11 Macph. 699; *Thomson* v. *Knox*, June 28, 1850, 12 D. 1112; *Hay* v. *Carse*, February 24, 1860, 22 D. 872

The second party argued—A married woman acquired her husband's domicile, and any domicile she might have acquired herself previous to her marriage was extinguished — *Kirkwood* v. *Manson*, *supra*. In this case the wife acquired her husband's domicile, which was Irish; if she could not be relieved there, then she reverted to her birth settlement—*M'Ronie* v. *Cowan*, March 7, 1862, 24 D. 723.

At advising—

LORD YOUNG—There is no doubt that when a woman marries she takes her husband's settlement as her own—that is, when he has a settlement in Scotland. The only difficulty which probably occurs in practice is the case where the husband has no settlement in Scotland. Then if he deserts her the question arises, what is to be her parish of settlement? She has, like every other person born in Scotland, a parish of settlement of her birth, and that is the settlement of the last resort. But another settlement may be acquired by residence, and in this case it had been acquired by the pauper's residence—her industrial residence — in the parish of Rutherglen for ten years from 1874 to February 1884. Her birth settlement therefore disappeared for the time, and another was acquired. Then she married and her husband deserts her, and he has no settlement, at least none that can be made liable for his wife's support. Her residential settlement was in Rutherglen, where her husband married her, but when he deserts her it is maintained that the settlement she has acquired by residence there for five years—and for a long period beyond the five years—has been destroyed utterly by the fact of her marriage. I cannot assent to that doctrine. If by her husband's desertion she has to seek relief from her own parish, then that parish is the one in which she has acquired a settlement by her industrial residence. No doubt a residential settlement once acquired may be again lost, but I do not think it has been lost in this case.

LORD RUTHERFURD CLARK and the LORD JUSTICE-CLERK concurred.

The Court answered the first alternative in the negative, and the second in the affirmative.

Counsel for the First Party—Guthrie—Aitken. Agents—H. & H. Tod, W.S.

Counsel for the Second Party—J. A. Reid. Agent—William Officer, S.S.C.

Friday, February 28.

OUTER HOUSE.

[Lord Kinnear.

MORE (LIQUIDATOR OF FLORIDA MORTGAGE AND INVESTMENT COMPANY, LIMITED), PETITIONER.

Company — Winding-up — Approval of Agreement by Liquidator.

Proposed arrangement by a liquidator to convey part of the lands of an American land company to a railway company in consideration of their forming a railway through the district in which the lands were situated, *approved.*

The Florida Mortgage and Investment Company, Limited, was incorporated under the Companies Acts 1862 to 1883, on 25th November 1884, and had its registered office at No. 4A St Andrew Square, Edinburgh.

The objects for which the company was formed included the following, viz.—"The fulfilment of a provisional contract for the purchase of certain lands in the State of Florida, and the purchasing and selling or otherwise disposing of land in the State of Florida or elsewhere.

On November 5, 1888, it was resolved that the Company should be wound up volun-

tarily, and on November 27, 1888, the voluntary winding-up was afterwards directed to be continued subject to the supervision of the Court.

The liquidator presented this note in the winding-up, setting forth—The assets of the company consist (1) of arrears on calls, (2) of loans on mortgages, and (3) of property in Florida. The liquidator is proceeding with the recovery of the arrears on calls and with the realisation of the loans on mortgages. He has not however, disposed as yet of any of the property in Florida. He has felt, on the one hand, that to force a sale would entail a loss of probably not less than three-fourths of the cost price, which was £61,566; and on the other hand, that in the event of railway communication being established between the company's lands and other parts their value would be speedily enhanced.

A proposal to establish railway communication has been made to the liquidator by a company which has been incorporated in Florida. The name of the company is the Manatee and Sarasota Railway and Drainage Company; its capital is $50,000, and its purpose, *inter alia*, is to construct a light railroad from Sarasota to the town of Manatee, or some other point on the Manatee river. The proposal sets forth the purposes of the incorporation, and the benefit which by the opening up of railway communication may be expected to result to the company in liquidation by the development of its lands in and around the town of Sarasota. It further sets forth that it is the custom of all land companies in Florida holding large tracts of land for sale and settlement to give to any railway passing through their property a donation in land to help to meet the expenses of building the road.

The proposal then goes on to state what the incorporators ask—"We now ask from your company (1) a right-of-way, 100 feet wide, through your property, and (2) a land grant or donation of 10,000 acres of your property, in alternate quarter sections (160 acres), sections (640 acres), or townships (36 sections), as you may prefer, as near the route of the railroad track as possible. We propose that the selection of these lands be made by your officials and ourselves alternately, in such bodies of land as you determine, your company having the first choice, and beginning from either end of the line you please. In addition, we ask for terminal facilities in Sarasota of two acres, and one-fourth of the unimproved lots in the town now belonging to you, to be chosen in alternate lots or blocks, as may be fixed by you. . . . No titles are asked from you until the line is finished and ready for traffic. All that we ask in the meantime is your bond, in the forms hereto annexed, giving us the lands on the completion of the road within a certain time. . . . Should you consent to our request we at once intend to proceed with the building of the road, and shall try to have it completed by the end of this year. The drainage part of the scheme depends on the survey, and no further grant is desired for it beyond a possible right-of-way through lands for the ditches or canals. As regards the location of the lands to be granted to us, we are ready to consider any plan appearing to you to be better than what we have suggested."

Prior to the actual receipt of the proposal the liquidator had, with the assistance of the manager in Florida of the company in liquidation and of the committee of shareholders and committee of debenture-holders, carefully considered the matter.

On February 10, 1890, the proposal was submitted to the committee of shareholders and the committee of debenture-holders, and both committees were of opinion that the proposal was a fair one, and that it would, if carried out, greatly benefit the company in liquidation; in this opinion the liquidator concurs; he thinks that unless railway communication is got the creditors may not get full payment, whereas if the proposal is carried out he is hopeful that not only will the creditors be paid in full but that there may ultimately be a reversion for the shareholders; without railway communication the property of the company in liquidation is practically unsaleable.

On February 19, 1890, the shareholders and creditors met and considered the proposal, and each body unanimously passed a resolution approving of the liquidator accepting the proposal, and requesting him to apply to the Court for the necessary sanction.

The liquidator makes this application in virtue of the Companies Acts 1862 to 1886, and especially of the Act 25 and 26 Vict. cap. 89, sections 95, 149, 151, and 161.

The liquidator craved the Lord Ordinary to approve of the said proposal, to authorise the liquidator to accept the same, and to enter into and execute the deeds necessary for carrying the proposed arrangement into effect, and to convey the said right-of-way 100 feet wide, the said 10,000 acres of land, the said terminal facilities in Sarasota of two acres, and the said one-fourth of the unimproved lots in the town of Sarasota belonging to the company in liquidation, and also, if required, a right-of-way for ditches or canals, to the said Manatee and Sarasota Railway and Drainage Company, when the said railway shall have been finished and made ready for traffic, and the said last-mentioned company shall have implemented the whole terms and conditions of the said proposal so far as incumbent upon them.

The Lord Ordinary pronounced the following interlocutor:—"The Lord Ordinary having heard counsel on the note for the liquidator, and considered the same and relative productions, Approves of the proposal referred to in said note, authorises the liquidator to accept the same, and to enter into and execute the deeds necessary for carrying the proposed arrangements into effect, and *quoad ultra*, all as craved in the prayer of said note, and decerns."

Counsel for the Petitioner — Lorimer —A. S. D. Thomson. Agents—Davidson & Syme, W.S.