

and another on the door of his premises bearing the words "Dental Office." These words (I take the two inscriptions together) may no doubt be read as meaning that dental operations are performed in these premises, and performed by the appellant, but they contain nothing to imply that the appellant is registered under the Act or that he is specially qualified to perform these operations. What the statute provided against is anyone using a name or designation which is descriptive of a registered or qualified practitioner, who is not in fact entitled to the designation which the assumed name or description implies. Here the appellant has assumed no title whatever. He does not call himself a dentist, dental practitioner, dental surgeon, or licentiate in dental surgery. If he did so he would contravene the statute. But he has added nothing to his own name (which I think is the thing the statute prohibits) by way of title, addition, or description implying that he is registered as a dentist, or that he possesses or claims to have any special qualification for the performance of dental operations. Neither "American Dentistry" nor "Dental Office" can be said to be a name which the appellant has assumed, and neither is a title, addition, or description added to his name implying special qualification for dentistry.

LORD JUSTICE-CLERK—I agree in the opinions of your Lordships. I will confess that at first I was inclined to take a different view, and if this Act had been broadly directed against the legality of any person practising or professing to practise dentistry I should have had no hesitation in holding that what was alleged and proved here was a contravention. But that is not what the Act bears. As regards that part of the Act on which the prosecutor founds in this case, it strikes only at the holding forth of himself by any person as "specially qualified" to practice dentistry. It does not strike at the practice of dentistry. It recognises that others than persons "specially qualified" may be in the practice of dentistry, and it affects them only to the extent of depriving them of any legal right to sue for remuneration for work done. The question therefore is, whether what is set forth in the two charges which were sent to trial constituted the taking or using of a name, title, addition, or description implying that the appellant was a person specially qualified to practise dentistry. What he did was to place the words "American Dentistry" on his premises, to place his name in juxtaposition to these words, and further that on the premises occupied by him he had the words "Dental Office."

I cannot find in these words anything which implies "special" qualification. If the appellant can without any breach of the criminal law extract teeth and put in false teeth, or the like, I can see nothing in the statute forbidding him from announcing that he does so, which is just announcing that he practices dentistry. The Act strikes at his asserting that he has

"special" qualification for doing so, and whatever that may mean, I am unable to hold that the use of the words "American Dentistry" in connection with his name, or calling his place of business a "Dental Office," can be held to be taking or using a name or title, addition, or description implying that he has a "special" qualification, as distinguished from an assertion that he is qualified.

The Court answered the second question in the case in the negative, and sustained the appeal.

Counsel for the Appellant—T. B. Morison.  
Agents—Douglas & Miller, W.S.

Counsel for the Respondent—Jameson—  
Dewar. Agents—Stuart & Stuart, W.S.

## COURT OF SESSION.

Thursday, February 18.

OUTER HOUSE.

[Lord Low.]

SCOTTISH AMICABLE SOCIETY v.  
CLYDE TRUSTEES.

*Superior and Vassal—Casualty—Statutory Trust—Change in Constitution of Trust—Clyde Navigation Consolidation Act 1858 (21 and 22 Vict. cap. 149).*

In 1839 lands were feued to a body of statutory trustees *nominatim* and their successors in office. In 1840 and in 1858 Acts were passed altering the constitution of the trust and the mode of election of trustees, and enlarging their duties, but making no alteration in the main purpose of the trust. *Held* (by Lord Low, Ordinary), on the death of the last survivor of the trustees of 1839, that there had been no change in the investiture, and the superiors were not entitled to a casualty.

This was an action of declarator and for payment of a casualty at the instance of the Scottish Amicable Life Assurance Society against the Clyde Navigation Trustees, under circumstances which are fully detailed in the opinion of the Lord Ordinary.

On 18th February 1897 the Lord Ordinary (Low) assolized the defenders from the conclusions of the action.

*Opinion.*—"The title of the defenders to the lands in question is a feu-contract which was granted in 1839 by the Lord Provost and Magistrates of Glasgow in favour of the then trustees, who held office under various Acts of Parliament which had been passed for the improvement of the navigation of the river Clyde.

"At the date of the feu-contract the Clyde Trustees were the members of the Town Council of Glasgow, and five persons appointed by them annually."

“The feu-contract narrated the statutes under which the Clyde Trustees acted, that the Town Council had agreed to sell the lands to them, and that the price had been fixed by jury at £43,196. It was then narrated that it had been agreed that £3196 of the price should be paid in cash, and that the remainder (£40,000) should be converted ‘into an annual payment or feu-duty at the rate of four per centum per annum.’

“The Town Council therefore, in consideration of payment of £3196, and of the yearly feu-duty and performance of the prestations after written, sold, disposed, and conveyed, and in feu farm and heritage let and demitted the lands to the Clyde Trustees *nominatim* and their successors in office . . . all as Trustees and in trust for the ends, uses, and purposes specified in the foresaid Acts of Parliament . . . to be bruiked, possessed, and enjoyed by the said Parliamentary Trustees and their successors in office in all time coming . . . for the yearly payment of the sum of £1600 sterling in name of feu-duty.’

“Power was given to the Trustees and their successors in office at any time to redeem the feu-duty upon three months’ notice, by payment of the principal sum of £40,000, and in the event of the feu-duty being so redeemed it was declared that the lands should be afterwards holden of and under the Town Council, as immediate lawful superiors, for payment of a penny Scots in name of feu-duty if asked only.

“The last survivor of the Trustees in whose name the feu-contract was granted died in 1884, and the pursuers, who have acquired the superiority of the lands, maintain that a casualty then became due.

“The pursuers contend that the defenders, the present Clyde Trustees, who are the owners of the *dominium utile* of the lands, are singular successors of the trustees in whose favour the feu-contract was granted in 1839.

“The defenders, upon the other hand, maintain that they are the successors in office of the original granters, and that there has been no change in the investiture.

“The constitution of the Clyde Trust is now regulated by the Clyde Navigation Consolidation Act 1858. There had been certain changes in the constitution and powers of the Clyde Trustees between the date of the feu-contract and the Act, which I do not think that it is necessary to consider. By the Act of 1858 the number of Trustees were fixed at twenty-four, namely, the Lord Provost of Glasgow for the time being, nine town councillors chosen by the Town Council, and fifteen representatives of the shipping, mercantile, and trading interests of Glasgow, elected as provided in the Act. The Trustees were constituted a body corporate, to be styled, ‘The Trustees of the Clyde Navigation,’ and they were given powers of acquiring lands compulsorily.

“The pursuers contend that these changes in the constitution and character of the body are so vital that they cannot be regarded as “successors in office” of the

original Trustees. I am of opinion that that contention is not well founded.

“The powers of the trustees have from time to time been enlarged, and it has been thought desirable to constitute them a body corporate, but the main object of the Trust has not been altered. In all the Acts the object of the Trust is described as the improvement of the navigation of the Clyde, and the purpose of the various Acts was to enable that object to be carried out more effectually by enlarging the powers of the statutory trustees and making them a more representative body. In the Consolidation Act of 1858 neither the main object of the Trust nor the methods by which that object was to be attained were altered. Thus, in the 76th section of the Act the undertaking of the Trustees is defined thus—“Subject to the provisions of this Act, and of any agreements authorised or confirmed by the recited Acts or this Act, and of the provisions and declarations of any conveyance granted to the Clyde Trustees (that is, the old Trustees), the undertaking of the Trustees (that is, the new Trustees) shall, in terms of the recited Acts, consist of the deepening and straightening, and so forth, of the river, the altering of the channel of the river, the forming of jetties and banks on each side of the river, and a variety of other matters of the same nature as those which the Clyde Trustees were authorised to undertake from the commencement of the Clyde Acts.

“By the 73rd section of the Act the undertaking, lands, &c., and other property and effects, heritable and moveable, belonging or owing to or held by the old Clyde Trustees, subject to the existing debts, contracts, obligations, &c., effecting the same, are transferred to and vested in the new Trustees.

“In these circumstances I am of opinion that the defenders are the successors in office of the Parliamentary Trustees, in whose favour the feu-contract of 1839 was granted, and that there has been no change in the investiture.

“I shall therefore sustain the second plea-in-law for the defenders, and assoilzie them from the conclusions of the summons.”

Counsel for the Pursuers—Guthrie—Dundas. Agents—Thomson, Dickson, & Shaw, W.S.

Counsel for the Defenders—D. F. Asher, Q.C.—Sol.-Gen. Dickson, Q.C.—Ure—Deas. Agents—Webster, Will, & Ritchie, S.S.C.