

purport. Its meaning is that in the event of an advance of capital being required for a limited purpose for the benefit of the family, the trustees should be bound to make it on being called upon.

The primary purpose for which the money is to be advanced is for purchasing a dwelling-house or residence "for herself and her said intended husband and family and furnishing the same." It is said that the words which immediately follow, "or for any other purpose," upon which the whole argument of the second parties depends, must be read as if they were entirely unconnected with those which immediately precede. I do not think so. I think the natural meaning of these words, looking to their collocation, is that they are meant to cover some purpose of the same kind, such as building a stable or addition, or at least that the purpose shall be such as permanently to benefit the family.

Then again the amount which the trustees are directed to pay out of the trust funds is not the whole of the trust funds, but such amount of them as shall be specified. And lastly, if a house is bought, the title is to be taken in the name of the trustees, and the house is to form part of the trust-funds.

If the purpose of this clause was to enable Mrs Fowler at any time if she chose to obtain possession of the whole of the trust-estate, those expressions to which I have called attention would have been absolutely superfluous. At the desire of Mrs Fowler the trustees purchased a house; she now calls upon them to sell it and give her the price. If her present argument is right, it was unnecessary to go through that farce; she could have obtained the money at once, assigning any purpose she pleased.

From this I gather, *first*, that it is not every purpose for which the trustees are bound to pay the money on the demand of Mrs Fowler; and *secondly*, that at least the trustees are not bound to pay over the whole trust-estate. Questions might have arisen as to the purposes for which the money was desired which would properly have been for the trustees and not for the Court to decide; but the question being whether the second parties are entitled to the whole trust-estate for the purpose specified, namely, to pay debts unnecessarily incurred, I am not prepared to answer that question in the affirmative.

The Court pronounced the following interlocutor:—

"Answer the question therein stated by declaring that the trustees are bound in terms of Mrs Fowler's written request to pay over to her absolutely the proceeds of the whole remaining trust-estate settled by her, including the house known as Carlogie, with offices and pertinents and furniture and furnishings therein: Find and declare accordingly."

Counsel for First and Third Parties — Balfour, Q.C.—M'Clure. Agents—Bruce, Kerr, & Burns, W.S.

Counsel for Second Parties — Guthrie, Q.C.—Clyde. Agent—R. Addison Smith, S.S.C.

Thursday, June 23.

FIRST DIVISION.

HOLLAND HOUSE ELECTRICAL MANUFACTURING COMPANY, LIMITED, PETITIONERS.

*Company—Reduction of Capital—Addition of Words "and Reduced" to Name of Company—Motion to Dispense with on Presentation of Petition for Confirmation—Companies Act 1877 (40 and 41 Vict. cap. 26), sec. 4, sub-sec. 2.*

The Holland House Electrical Manufacturing Company, Limited, presented a petition to the Court for an order confirming a reduction of its capital resolved on by special resolution duly passed and confirmed by the company. In Single Bills the petitioners, on moving for intimation and advertisement, craved the Court to dispense in the meantime with the addition of the words "and reduced" to the name of the company, in virtue of the powers conferred by sub-section 2 of section 4 of the Companies Act of 1877. They founded in support of their motion upon the case of *Colonial Real Property Company, Limited*, March 3, 1896, 23 R. 547.

The Court, in respect that no special reason had been adduced for granting it, *refused* the motion to dispense with the words "and reduced."

Counsel for Petitioners—Boswell. Agents—H. B. & F. J. Dewar, W.S.

Friday, June 24.

FIRST DIVISION.

LANGSTON (SURVEYOR OF TAXES) v. GRANT.

*Revenue—Inhabited-House-Duty—Stat. 57 Geo. III. cap. 25, sec. 1—Stat. 5 Geo. IV. cap. 44, sec. 4—Stat. 41 Vict. cap. 15, sec. 13 (2).*

*Held*, on the authority of *Scottish Widows' Fund Society v. Solicitor of Inland Revenue*, January 22, 1880, 7 R. 491, and *Glasgow and South-Western Railway Company v. Banks*, July 16, 1880, 7 R. 1161, that the proprietor of premises consisting of two storeys, of which he occupied the upper as a dwelling-house, while in the lower he carried on the trade of a licensed retailer of spirits, there being no internal means of communication between the two storeys, was not entitled to exemption from inhabited-house-duty as regards