tion for the tack of the teinds of Ordiquhill might have been a sum of money paid down. If it had been so, I suppose that there could be no doubt that as soon as the tack of the teinds of Ordiquhill expired any right under the clause of warrandice would expire also. The consideration was not a sum of money down, but was a right to other teinds no doubt for a longer period. But the mere circumstance that the consideration was a tack of teinds for a longer period does not, I think, alter the question. It was a consideration only, and upon that ground it appears to me that, even supposing the document your Lordship has referred to had not been discovered, seeing that the tack of the teinds of the other lands had expired, I should have been disposed to hold that the interlocutor of the Lord Ordinary should not be adhered to.

The Court pronounced this interlocutor:—

"The Lords having considered the cause and heard counsel for the parties on the reclaiming-note for the Earl of Seafield against the interlocutor of Lord Fraser of 25th November 1882, Recal the said interlocutor: Find that by contract of excambion dated 3d January 1648, entered into between Alexander Ogilvie, proprietor of the lands of Kempcairn in the parish of Keith, and having right as tacksman to the teinds of Park in the parish of Ordiquhill, on the one part, and Sir John Gordon of Park, proprietor of the lands of Park in the parish of Ordiquhill, and also tacksman of the teinds of the lands of Kempcairn, on the other part, the said Alexander Ogilvie disponed his right under his tack to the teinds of Park to the said Sir John Gordon, and the said Sir John Gordon, on the other hand, disponed his right to the teinds of Kempcairn to the said Alexander Ogilvie: Find that by said contract the said Alexander Ogilvie obliged himself to warrant the teinds of Ordiquhill to the said Sir John Gordon to be free of any further proportion of augmentation for the minister's stipend of Ordiquhill in time coming, provided that the augmentation exceed the sum of 200 merks; and if it should exceed the said sum of 200 merks, the said Alexander Ogilvie obliged himself to relieve the said Sir John Gordon of such further modification: Find that the tack of the teinds of Ordiquhill so disponed by Ogilvie to Gordon expired in 1845: Find that the tack of the teinds of the lands of Kempcairn (which lands now belong to the defender and to the Earl of Fife) expired in the year 1810, and that the rights conveyed *hinc inde* by the parties to the contract of excambion of 1648 having come to an end, and neither of these parties having any longer a right to the teinds of his lands, the obligations of warrandice and relief contained in the said contract are no longer binding: Therefore sustain the third plea-in-law for the defender: Repel the pursuer's plea of *res judicata*: Assoilzie the defender from the conclusions of the action, and decern: Find no expenses due to or by either party in the Outer House: Find the reclaimer entitled to expenses since the date of the Lord Ordinary's interlocutor, allow an account thereof to be lodged, and remit the same to the Auditor to tax and to report."

Counsel for Pursuer—J. P. B. Robertson—Dundas. Agents—Dundas & Wilson, C.S.

Counsel for Defender—Lord Advocate (Balfour, Q.C.)—Mackintosh—Pearson. Agents—Mackenzie, Innes, & Logan, W.S.

Friday, November 9.

FIRST DIVISION.

[Lord Fraser, Ordinary.

LAMB AND OTHERS (LAMB'S TRUSTEES) *v.* REID.

Sale of Heritage—Objection to Title—Voluntary Trust for Creditors—Objection that Non-Acceding Creditors might Challenge Title derived through Voluntary Trustee.

A husband gratuitously disponed certain heritable subjects to his wife, who conveyed them to trustees to be held for behoof of their children. The husband subsequently granted a trust-deed for creditors, the trustee under which was vested with all the powers of reducing and setting aside alienations which he would have had in a sequestration under the Bankruptcy Statutes. This trust was not set aside by sequestration used by any creditor, and the trustee raised an action against the wife's trustees to reduce the conveyance to her as a donation *inter virum et uxorem* and revocable, which action was compromised by his accepting a sum of money, in consideration for which he consented to decree of absolvitor, and granted to the wife's trustees a conveyance of the subjects. These trustees having thereafter entered into a contract of sale of the subjects, the purchaser objected to the title they offered, on the ground that the compromise and reconveyance by the trustee was not binding upon non-acceding creditors of the husband. *Held* that the non-acceding creditors not having reduced the trust for creditors by sequestration within sixty days of its date, they were bound by the actings of the trustee, and that no such challenge by them would be well founded, and therefore that the title offered by the wife's trustees was valid and unobjectionable.

This was an action of declarator and implement of a contract for the sale of certain heritable property. The action was at the instance of the trustees of Mrs Mary Macdonald or Lamb, wife of William Lindsay Lamb, a joiner in Greenock, against James Reid, worsted spinner there. The circumstances of the case and the nature of the defender's objection to complete the contract are fully detailed in the following narrative, which is taken from the opinion of the Lord Ordinary:—

"William Lindsay Lamb, a joiner in Greenock, was the owner of heritable property in Finnart Street, Greenock; and in the year 1874 he conveyed by disposition this property to his wife, with entry as at the date of the disposition. No price was paid by the disponee, who was infeft on 10th July 1874. In the year 1878 Mrs Lamb, the disponee, conveyed over to trustees the subjects to be held by them, in trust for behoof of her children. The annual produce was directed to be applied for their maintenance and educa-

tion, and upon the youngest child attaining majority the trustees were directed to sell the property and divide the price among the children. The pursuers of this action are the trustees assumed by the original trustees in virtue of powers conferred by the deed. They sold the property to the defender, conform to minute of sale, dated 10th and 19th October 1882, and the object of the present action is to enforce payment of the price. The property, as shown by searches produced in process, is clear of all incumbrances, and the refusal of the defender to complete the transaction rests upon objections to the validity of the title.

"William Lindsay Lamb, who conveyed the property to Mrs Lamb, executed a trust-disposition and conveyance on 14th March 1879, in favour of Alexander Moore, chartered accountant in Glasgow, which proceeded upon the narrative that he, and the firm of which he was a partner, had become embarrassed in their affairs, and unable to pay their debts, and had suspended payment, and had, in consequence, been requested to grant a trust-disposition for behoof of their respective creditors. This trust still subsists. The trust-deed provided that the trustee should have power 'to reduce and set aside, for behoof of the whole body of the respective creditors, any alienations of property which are voidable by statute or at common law, or any other illegal preference, for which purpose the trustee shall have all the powers of a trustee in a sequestration under the Bankruptcy Statutes in setting aside preferences, which power the creditors acceding hereto shall by their accession be held to have for their respective rights and interests specially ratified and confirmed, and to have conferred on the trustee to the same effect as if they and each of them had specially assigned to the trustee their and each of their right and title to recover and reduce as aforesaid, in their own name or names.' Power was also given to the trustee to compromise any claim arising out of or incidental to the trust-estates.

"Moore accordingly raised an action of reductiona gainst Mrs Lamb and the pursuers of the present action, concluding for reduction of the disposition by William Lindsay Lamb to his wife, and of her disposition to the trustees for her children. The action was founded upon the Act 1621, and at common law. It did not proceed to final judgment. A compromise was effected, whereby, on payment of £1250 by the defenders, decree of absolvitor was pronounced, and the trustee executed a discharge and conveyance in favour of the pursuers of the present action, whereby he discharged all claims against them and Mrs Lamb, and conveyed the property to the pursuers."

Thereafter the pursuers (Mrs Lamb's trustees) sold the property to the defender at the price of £2150, payable at Martinmas 1882. The defender objected to complete the sale on the ground that, in the circumstances above set forth, the pursuers were not in a position to give a good title. He averred that several creditors of William Lindsay Lamb did not accede to the trust-deed for his creditors.

The pursuers pleaded that they were entitled to sell the subjects, and having sold them to the defender, he was bound to implement his part of the contract. They also pleaded that the title tendered was valid and sufficient.

The defender pleaded that the pursuers having failed to tender a valid and sufficient title to the subjects, he was not bound to proceed with the purchase.

On 24th March 1883 the Lord Ordinary (Fraser) pronounced the following interlocutor:—"Finds that the defender purchased from the pursuers, on 10th and 19th October 1882, heritable subjects in Finnart Street, Greenock, at the price of £2150 sterling: Finds that the pursuers have tendered to the defender a valid and sufficient title to the said subjects, and that therefore the defender is bound to implement his part of the contract by accepting the disposition tendered to him, and by payment of the said price: Therefore decerns against the defender for the said sum of £2150 sterling, and interest thereon at the rate of five per cent. from 11th November 1882—the pursuers tendering to him in return for the said price a disposition of the said subjects, &c.

"*Opinion.*—[*After the narrative given above*]—There can be no doubt that the conveyance by William Lindsay Lamb to his wife in 1874, so far as it conveyed the property *stante matrimonio*, to be enjoyed by her during marriage, was a donation revocable, and the conveyance by the wife to the trustees for her children being without onerous cause would also fall upon the revocation of the disposition to the wife. Whether the conveyance to the wife might be upheld on the dissolution of the marriage by the predecease of the husband, as being only a reasonable provision for her, to take effect from the time of her husband's death, would entirely depend upon the fact as to whether she had by her marriage-contract been otherwise reasonably provided for. Moore's action to the extent of the value of the subjects during the subsistence of the marriage, must have been successful, and perhaps it was upon this ground that the £1250 was offered and accepted. The property being thus restored to the pursuers free from challenge at the instance of the trustee, and also of the husband who had assigned his rights to the trustee, the question comes to be, whether any sufficient objection can now be stated to the title which has been offered to the defender.

"It is said that although the trustee has been settled with, yet a challenge may be instituted at the instance of non-acceding creditors. It is now settled law that a trust for behoof of creditors, executed by a person in insolvent circumstances, cannot be set aside by a non-acceding creditor, unless under the Act 1696, or the second part of the Act 1621 (2 Bell's Com. 492). The trust-deed having been executed in 1879, no challenge can be brought under the Act 1696, nor can there be any under the Act 1621, for no diligence of any creditor is alleged to have been begun before the trust-deed was granted. This law is not disputed by the defender, but it is said that the terms of the trust-deed made this a special case, and leave open to non-acceding creditors the right of challenge which the trustee discharged. The trust-deed bears to be for the behoof of the 'whole creditors of us who shall accede hereto,' and there is an averment by the defender upon record to the effect that 'several creditors who hold debts of considerable amount did not accede thereto, and took no benefit thereby.' On the other hand, the averment of the pursuer is that

'the whole creditors of the said Thomas Lamb & Sons, of the said George Lamb, and of the said William Lindsay Lamb, with the exception of one heritable creditor whose debt is amply secured, and who has not made and does not intend to make any claim upon the trust-estate under the administration of the said Alexander Moore, nor in any way to quarrel or impugn the said trust-deed, have acceded to the said trust-deed.' If the objection be good, it is of no moment that the non-acceding creditors consist only of one instead of twenty. A single creditor has the same right to challenge which the twenty would have. But the objection is not well founded. The trust-deed is not one for behoof of any section of creditors, conferring upon that section preferences or privileges denied to others. It is for behoof of the whole of the creditors 'who shall accede hereto,'—that is, who choose to make a claim. In the form given in the Juridical Styles, the creditors are named, and then a clause follows, very much like what occurs in the trust-deed under consideration—'I do hereby dispone to C D and E, as trustees for behoof of all my just and lawful creditors hereinbefore named, or who shall be assumed into the benefit of the trust hereby created' (Juridical Styles, 122). In other words, to all creditors who shall apply for payment of their debts and be ranked. The case therefore falls directly within the rule that a trust for behoof of creditors cannot be upset if no challenge can be made under the Statutes 1696 and 1621.

"Now, the trustee having in this case instituted an action of reduction, and having settled it by a compromise, which he was entitled to enter into, no non-acceding creditor has any title to interfere.

"It is however said, further, that there is a preference conferred upon a class of creditors by another clause in the trust-deed, which is to the effect that 'accession to these presents shall not prejudice or affect the rights of heritable creditors, and there shall be reserved always to all creditors of the respective insolvents all securities and preferences which they legally have.' There is no preference given by this clause to the heritable creditors; all that is said is, that the right which they have by means of the heritable security shall be reserved to them, although they make a claim under the trust. This also is a usual clause of style as may be seen from the Juridical Styles.

"Therefore the alarm which the defender professes to lie under as a possible challenge by non-acceding creditors is one which has no ground whatever to rest on, and he must therefore proceed to complete his purchase."

The defender reclaimed, and argued—The title tendered by the sellers was not a valid one, or such as a purchaser for value was bound to take—*Brown* v. *Cheyne*, December 6, 1833, 12 S. 176. There was no desire on his part to resile from his bargain, but he was not in safety to do so, since there were certain creditors prior to the trust-deed who had not acceded to it, and who might yet challenge and reduce the whole transaction as not effectual in a question with them. Non-acceding creditors were not bound by the acts of the trustee, for the trustee could only represent acceding creditors. In the present case the trustee never had the property in his possession.

Authorities—*Nicolson* v. *Johnston and Wright*, December 6, 1872, 11 Macph. 179; *Davidson* v. *Union Bank*, October 25, 1881, 19 Scot. Law Rep. 15; *Henderson* v. *M'Lintock*, November 22, 1882, 10 R. 185; Bell's Comm. (5th ed.) ii. 499, *et seq.*

Argued for respondent—The £1250 paid to the voluntary trustee was the price of the compromise, and was held by him for all the creditors, and it was settled no non-acceding creditor could have obtained any preference by arresting it—*Nicolson, supra.* The voluntary trustee (no sequestration having been used to set the conveyance aside) represented the creditors as well as the bankrupt, and had conveyed to the trustees of the wife, for a price paid, the right to challenge the admittedly revocable conveyance of the husband. He had thus made the pursuer's title unobjectionable.

Authorities—Fraser on Husband and Wife, 949; Bell's Conveyancing, 1194.

At advising—

LORD SHAND—The question to be determined in this case is, Whether the pursuers have tendered to the defender a valid and sufficient title to the heritable subjects in Greenock which the defender purchased from them in October of last year? The facts necessary for the decision of the case are fully stated in the note to the Lord Ordinary's judgment, and need not be recapitulated in detail.

Mrs Lamb, who in 1879, with consent of her husband, conveyed the property to the pursuers, the sellers, had herself acquired it by a conveyance in her favour from her husband in 1874. It is not disputed that this deed was one of donation by a husband in favour of his wife, and the marriage still subsisting, the deed was liable to revocation, either entirely or to a material extent, by the husband Mr Lamb, or by his creditors if his estates had been sequestrated or any creditor had adjudged the husband's right or power of revocation. If after such a sequestration the pursuers had obtained a supplementary conveyance from the trustees in the sequestration, it cannot be doubted that they would thereby have acquired a valid and sufficient title to which no purchaser from them could reasonably object, for by the adjudication, which is one of the effects of sequestration, the bankrupt's right or faculty of revocation would have been carried to the truster, who could therefore confirm or supplement the previous right.

The question in this case is, whether the same legal result has followed, although there has been no sequestration, by reason of the trust-disposition executed by Mr Lamb in favour of Mr Moore, as trustee for behoof of his creditors, and of what has followed on that deed. By this trust-disposition, Lamb, on the narrative of his insolvency, conveyed his whole estate and effects, heritable and moveable, to Mr Moore, and gave special powers to him, by the clause quoted in the judgment of the Lord Ordinary, to reduce and set aside any alienations of property which were voidable by statute or at common law. The effect of this deed was in my opinion, in the first place, by the words of general conveyance, to give the trustee right, by a notarial instrument duly recorded, to complete a title in his person to the property which Mr Lamb had previously conveyed to his wife, in the same way as if the trust-deed had contained a special conveyance of the

property; and, in the second place, to give the trustee specially a right to revoke the conveyance in Mrs Lamb's favour, with all that had followed on it, or at least to reduce and set aside that deed as a donation revocable in its nature. I do not understand that it was maintained in the argument for the defenders that the trust-deed had not the effects now mentioned, and it appears to me that, whether such a disposition be granted to a trustee for creditors generally, or be granted to a single creditor in the form of a special conveyance of the property in security of his debt, with a revocation of the previous deed, or an assignation or conveyance of the granter's power of revocation, the effect is the same. The granter of the deed has thereby transferred to the trustee for creditors in the one case, and to the individual creditor in the other, his whole rights in the subjects previously conveyed to his wife, whatever these rights may be. An adjudication of the power to revoke is only necessary where the debtor declines to revoke by a voluntary deed, and a special conveyance to a creditor of the property previously conveyed by the debtor by way of donation to his wife is a revocation of the donation—Ersk. i. 6, 31. No ground has been suggested on which it can be maintained that the trust-deed in Mr Moore's favour was invalid or ineffectual. It was not followed by sequestration of the debtor's estates within sixty days, or by any process for setting it aside, and the deed being in favour of the granter's whole creditors, any of them who thought fit were entitled to take benefit by the disposition *omnium bonorum* which it contains.

It remains only to inquire whether the trustee under that deed acted on the conveyance and powers which the deed gave him to revoke and set aside the prior right in favour of Mrs Lamb, and whether, as the pursuers contend, by these actings and the transactions between the trustee and them, the pursuers' title, which was admittedly open to challenge, became valid and sufficient and indefeasible. On this question my opinion concurs with that of the Lord Ordinary. The trustee raised an action of reduction of the deed, which was liable to challenge on the ground of donation, and this action resulted in a compromise, under which the trustee, on the one hand, received £1250 for distribution amongst the creditors, while, on the other hand, he not only allowed decree of absolvitor to be granted in the action, and discharged all claims at his instance against Mrs Lamb and the pursuers in connection with the property, but also conveyed the property itself to the pursuers—a conveyance which the pursuers are in a position to feudalise, if this be desired by the defender, by notarial instrument duly recorded following on (first) the general conveyance in the trust-deed in favour of Mr Moore, and (second) the special conveyance by him in their favour just mentioned. It is not said there was any want of *bona fides* on the part of Mr Moore as trustee for the creditors, and no suggestion has been made that he did not make the most of his rights in reference to the property in question. He had acquired from Lamb all the rights which he possessed or retained in regard to the property after the disposition in his wife's favour. These rights were, I think, fully transferred by Mr Moore as trustee to the pursuers. The action of reduction did not result in a decree in the trustee's favour. If it had done so, and thereafter the trustee, for a price paid, had conveyed the property in question to the pursuers, I do not see how any objection could have been stated to the title on the ground that other creditors of Mr Lamb who had not acceded to the trust might possibly make some future claim to the property, and indeed it seemed to be conceded in the argument that in that case the defence now pleaded could not have been maintained. It appears to me that what did occur was quite as effectual to give the pursuers a valid and sufficient title. The decree of absolvitor in the action of reduction, and the trustee's discharge of all claims in relation to the property, brought to an end all possible challenge of Mrs Lamb's title as a donation from her husband, for the decree of absolvitor and discharge both related to the right to challenge the title on this ground, which under the trust-disposition was completely vested in the trustee. But further, the conveyance by the trustee transferred his whole rights in the property to the pursuers, and was, in my opinion, of itself, even without the decree of absolvitor and discharge, sufficient to transfer the trustee's whole rights in the property, including the right of challenge of the previous title, to the pursuers.

Assuming, therefore, what I see no reason to doubt, that there are creditors of Mr Lamb who, not having taken any benefit under the trust-deed, are in a position to assert a claim to the property in question, although it does not appear that there is any probability of such a claim being made, I am clearly of opinion that there are no legal grounds on which they could succeed. The conveyance to Mrs Lamb by her husband was no doubt liable to revocation in whole or in part, but the right to revoke was completely extinguished—the trustee who acquired this right, on a title to which no objection can be stated, having transferred or discharged it in favour of the pursuers, and indeed fortified the pursuers' title by a new and separate conveyance. The pursuers' title was thus made valid and indefeasible, and so the defender's objections to the title being unfounded, the judgment of the Lord Ordinary ought in my opinion to be affirmed.

LORD MURE—I concur in thinking that the interlocutor of the Lord Ordinary should be adhered to, and that substantially on the grounds explained by Lord Shand. I have therefore little to add except that I agree with the Lord Ordinary in the opinion which he has expressed in one part of his note, to the effect, that in the circumstances of this case no non-acceding creditor to the trust-deed executed by Mr Lamb in 1879 has now any title to challenge the transaction entered into between the pursuers and Mr Moore in 1882, or the validity of the title to the property here in question, which the pursuers are now ready to give to the defender.

It does not in my opinion admit of doubt or question that by the clause in the trust-deed executed by Mr Lamb in favour of Mr Moore in December 1879, the right or faculty which the truster had to revoke the disposition granted by him to his wife in 1874 was duly transferred to Mr Moore as trustee for Lamb's creditors. The words of the clause are given in the Lord Ordinary's note, and are quite distinct. Mr

Moore's right and title therefore, as trustee for creditors, to execute a revocation of the disposition of 1874 as a donation *inter virum et uxorem* are undoubted; and in the year 1879 he at once proceeded to do so, not by a deed or letter of revocation, but by an action of reduction directed against the present pursuers, on the ground mainly that the disposition was one constituting a donation, and so revocable by the granter or his creditors. That action was defended by the present pursuers on the merits on a variety of grounds, but no objection was raised to Mr Moore's title as assignee of Lamb, and as trustee for Lamb's creditors, to exercise and insist on the right or faculty of revocation which had been validly transferred to him by Lamb. His right and title so to exercise Lamb's right of revocation having been thus admitted, the action was proceeded with, and the parties sent to proof on the facts applicable to the merits of the case. Now, if this litigation had gone on, and a judgment been pronounced in favour of the trustee, and the estate had afterwards been sold by him to the pursuer or any other party, I do not understand it to be disputed that the title granted by the trustee to the purchaser would have been a valid and unexceptionable one.

I agree with Lord Shand in thinking that the objection now raised would not have applied to a disposition granted by a trustee in a sequestration; and I think that the same rule applies with equal force in the case of a title so granted by the trustee for a general body of creditors. If, then, this estate had been sold after judgment obtained in favour of the trustee, and the estate thereby reduced into possession, the case would have fallen directly under the rule explained by Lord Deas in the case of *Nicolson*, to which we have been referred, where his Lordship says, as the result of his examination of the authorities, that where a party grants a voluntary trust-deed for behoof of all his creditors, "it will be irrevocable by the granter, and equally good and available to bind non-acceding as well as acceding creditors, if the estate be reduced into possession by the trustees and the debtor is not rendered bankrupt within sixty days. The trustee in such cases does not represent the debtor; he represents the creditors in their just proportions, and all preferences by arrestment are excluded." And I think that the same rule is distinctly laid down in the much earlier case of *Wilson*, February 18, 1762, M. 1214, which was referred to by Lord Rutherfurd Clark in his opinion in the case of *Henderson*, where he appears to take the same view of the law as that laid down by Lord Deas.

Now, these decisions proceed upon the principle that it is not expedient to allow non-acceding creditors to prevent a just and equal administration of the estate, and seem to me to decide that if non-acceding creditors do not have recourse to sequestration, all that they can demand is to be admitted to a fair division of the estate with the creditors who have all along acceded to the trust.

That, I think, is the true position of a non-acceding creditor under such a trust as the present, which has been or is being duly administered by the trustee. He may come forward and claim a dividend along with the other creditors; but if he does not do that, and does not have recourse to sequestration, and so stop the administration of the voluntary trust, he will not afterwards be entitled, as an individual creditor, to challenge the result of decisions or transactions which have been duly carried out by the trustee, with the approval of the general body of creditors, and without opposition from anyone concerned.

But it is said that there was a distinction here, inasmuch as the action ended in a compromise; and it was argued, that as there was no decision pronounced in favour of the trustee, there was not any such reducing of the estate into possession by the trustee as can bring the case under the rule explained by Lord Deas. I cannot adopt that view. The right or faculty to revoke was validly made over by Lamb to the trustee. That cannot be disputed. Being thus duly vested with the right, it was the trustee's duty to exercise it by challenging the deed of 1874; and he did so by bringing the action to have it ascertained that he was entitled to have the estate reduced into his possession. The action, as I have explained, proceeded, the pursuer's title was not disputed, and a proof was allowed. But the trustee chose rather to compromise the case, which was clearly within his power, than to go into an expensive proof upon the question whether the disposition of 1874 was more than an adequate provision for Mrs Lamb, and so challengeable by creditors. By this compromise a sum of £1250 was obtained for division among the creditors; and this sum must, as it appears to me, be looked upon as being substantially a *surrogatum* for the value of the trustee's right to the property. By this transaction therefore the right of revocation and of challenging the deed of 1874 was, I think, exercised and extinguished, and can never be reared up again in the person either of Lamb or of any of his creditors. I come therefore to the same conclusion as that which Lord Shand and the Lord Ordinary have arrived at.

The Lord President and Lord Deas concurred.

The Court adhered.

The pursuers having moved for expenses, the defender submitted that he was justified in the state of the title offered in defending the action, and that he ought not to be found liable in expenses. The Court found no expenses due in the Outer House, and found the pursuers entitled to expenses in the Inner House.

Counsel for Pursuers—Mackintosh—M'Kechnie. Agents—Archibald & Cuningham, W.S.

Counsel for Defenders — Pearson — Graham Murray. Agents—Smith & Mason, S.S.C.