

and we cannot arrive at a construction involving such an inconsistency—an inconsistency that would be a sufficient reason for rejecting the construction. I think the only reasonable construction is in favour of the pursuer's view, and of the view your Lordship has expressed.

The Court pronounced the following interlocutor;—

“The Lords having considered the cause, and heard counsel for the parties on the reclaiming-note for the pursuer William M'Quaker against the interlocutor of Lord Wellwood dated 21st June 1890, Recal the said interlocutor: Reduce, decern, and declare in terms of the reduction and declaratory conclusions of the summons: Interdict, prohibit, and discharge the defenders the Governors of the Ballantrae Educational Trust from making payment to the defender Hugh Wason of the Caddall Bursary, or any instalment thereof: Further, decern and ordain the said Governors to award the said bursary to John M'Quaker, to be held by him for four years commencing at 1st November 1889, and to make payment to him or the pursuer William M'Quaker, as his administrator-in-law, of the sum of £20, 16s. annually, the tenure of the said bursary by the said John M'Quaker being subject always to the conditions and provisions of the scheme for the management, *inter alia*, of said bursary approved by the Queen's most Excellent Majesty in Council the 3rd day of April 1886, and particularly article 27 of said scheme: Find the pursuer and claimer entitled to expenses,” &c.

Counsel for the Pursuer—D. F. Balfour, Q.C.—Jameson. Agents—R. R. Simpson & Lawson, W.S.

Counsel for the Defenders—H. Johnston—Macphail. Agents—Murray, Beith, & Murray, W.S.

Saturday, February 7.

FIRST DIVISION.

KING, BROWN, & COMPANY v. ANGLO-AMERICAN BRUSH ELECTRIC LIGHT CORPORATION (LIMITED).

(*Ante*, vol. 27, p. 963; and 17 R.)

Process—Petition for Execution pending Appeal—Expenses of Appeal and of Extract.

In granting an order for interim execution of a decree for expenses, the Court declined to include therein the expenses of extract and of the petition for interim execution.

The defenders in this case having appealed to the House of Lords, the pursuers petitioned the Court to approve of the Auditor's report on their account of expenses, decern against the defenders for the amount thereof, and to allow the decree to be extracted and execution to proceed thereon to the effect of enabling the petitioners to recover from the said defenders the taxed amount of said expenses “with the expenses of extract and of this petition.”

In moving the Court to grant the prayer of the petition, the petitioners specially asked the Court to allow them the expenses of the petition and the dues of extract.

The Court declined to pronounce any order save in the usual terms, and thereafter pronounced the following interlocutor:—

“Having resumed consideration of the petition for execution pending appeal, along with the Auditor's report upon the petitioners' account of expenses, Approve of said report, and decern against the Anglo-American Brush Electric Light Corporation (Limited) for the sum of £1114, 18s. 4d., the taxed amount of said expenses: Allow said decree to go out and be extracted and execution to proceed thereon, all as prayed for in said petition, upon the petitioners finding caution in common form to repeat whatever sum or sums they may recover under this decree in the event of the interlocutors appealed against being reversed in the House of Lords.”

Counsel for the Petitioners—Daniell. Agents—Davidson & Syme, W.S.

Tuesday, February 17.

SECOND DIVISION.

[Sheriff of Renfrew.]

GALLACHER v. WOODROW.

Reparation—Relevancy—Master and Servant—Foreman—Known Danger—Employers Liability Act 1880, sec. 1, subsec. (3).

In an action of damages for personal injury brought by a workman against his employer, the pursuer averred, *inter alia*, that he had met with the injuries he complained of from having conformed to an order of the defender's foreman, to whose orders he was bound to conform; that he was inexperienced in the work which was being carried on, but, as it appeared to him that there was danger in the way in which it was being done, he had called the attention of the foreman to the matter, and had been assured that there was no danger, and ordered to carry out his instructions, and that he had done so, with the result that he had been severely injured.

Held that the pursuer's right of action was not barred on the ground that he had worked in the face of a