of land. Such a result could, I think, only be affirmed if it was expressly enacted by statute, and I am unable to find that the Lands Clauses Act contains any such enactments. The 12th section of the Act seems to me to have been introduced for the sole purpose of enabling heirs of entail and other persons under disability to enter into agreements for the sale of land required for extraordinary purposes, while I think that the clauses in regard to tenure, upon which the defenders found, were intended to apply only to the case of lands which the promoters were by Act of Parliament authorised to take, in the sense that they were authorised to take them compulsorily, and whether the owners agreed to sell or not.

"I am confirmed in the conclusion at which I have arrived by the opinion of Lord Justice-Clerk Inglis in *Macfarlane* v. *The Monkland Railway Company*, 2 Macph. 519, and of Lord Kinnear in *The Magistrates of Inverness* v. *The Highland Railway Company*, 30 S.L.R. 502."

Counsel for Pursuer—Vary Campbell. Agent—Keith R. Maitland, W.S.

Counsel for the Defenders—C. S. Dickson—Dundas. Agents—Hope, Mann, & Kirk, W.S.

Friday, March 9, 1894.

FIRST DIVISION.

[Lord Low, Ordinary.

KIDSTON AND ANOTHER *v.* CALEDONIAN RAILWAY COMPANY.

Reparation—Negligence in Constructing Sewer—Injury to Buildings—Abnormal Rainfall — Damnum fatale — Verdict Contrary to Evidence—New Trial.

Certain owners of house property in Glasgow brought an action of damages against a railway company, on the ground that their houses had been injured owing to the negligent and unskilful manner in which the company had carried out certain operations for the construction of a sewer in the street in which the property was situated. It was proved that in making the necessary excavation the company had adopted a known and approved method of work, which in the opinion of their engineers was the safest in the circumstances, and had exercised all usual precautions in carrying on the work, but that, owing to an abnormal rainfall, the earth behind the sheeting of the trench had been washed away, and a subsidence caused which injured the pursuers' houses. The jury returned a verdict for the pursuers. The Court *granted* a new trial, on the ground that the verdict was contrary to evidence, the defenders having exercised all reasonable and proper care, and the injury having been caused by an occurrence of so unusual a nature, that they could not be expected to foresee and provide against it.

The Caledonian Railway Company in August 1892, in the course of operations authorised by the Glasgow Central Railway Act 1888, sec. 41, sub-sec. L, cut a trench about 28 feet deep in Stevenson Street, Glasgow, between the centre of the street and the south pavement, for the purpose of diverting a sewer which interfered with an underground railway in course of construction. Upon 23rd August while the trench was open there was an abnormally heavy downpour of rain in consequence of which the street and trench were flooded, the soil behind the sheeting on the north side of the trench was washed away, an old sewer was broken, the struts canted over, and the houses fronting the pavement on the south side subsided.

Colonel A. F. Kidston, 42nd Highlanders, and Mr Robert M'Lure, writer, Glasgow, joint proprietors of the houses, brought an action of damages for £3000 against the Caledonian Railway Company, in which they averred, *inter alia*, that "the subsidence of the street which brought down the walls of the pursuers' property, and otherwise damaged their tenements, was caused by the unskilful and negligent manner in which the defenders, or those for whom they are responsible, excavated the soil in front of the tenements. In particular, the defenders proceeded to construct the sewer in front of the pursuers' property by open casting instead of tunnelling. The method of construction by open casting is extremely dangerous at such a depth; the only safe method is by tunnelling. Further, the defenders conducted the open casting in a careless and inefficient manner. . . . In addition, there were no precautions taken to divert the rainfall from the trench. Upon the day of the accident there was a considerable fall of rain, and in consequence of the failure of the defenders to construct a dam, or to use some other well-known contrivance to force the rain into the nearest open grating, the rain found its way into the trench, washed away the earth behind the sheeting, and caused the sheeting to collapse, and a subsidence took place. The said rainfall was not abnormal, and was one of the dangers which the defenders should have anticipated, and taken proper precautions to meet. The defenders were bound, in the exercise of their statutory powers, to execute the works with skill and care, and, looking to the excessive depth of the cutting, its proximity on the one side to the pursuers' property, and on the other to the existing old sewers, and further to the treacherous nature of the strata through which it ran being constructed, and to use the best known methods for protecting the properties adjoining the works from injury by subsidence or otherwise. In this they failed as above mentioned, and carried on the work unskilfully, negligently, and recklessly, and thereby caused the injury to the pursuers' property."

The pursuers pleaded—"(1) The defenders

having carried out the operations authorised by statute in an unskilful, negligent, and reckless manner, are liable in damages to the pursuers, the adjoining proprietors, for the loss, injury, and damage to their property."

The defenders pleaded—"(3) The operations in question having been authorised by statute, and conducted in all respects in terms of and in pursuance of the same, the defenders are not liable to the pursuer. (4) *Damnum fatale.* (5) Any loss which the pursuers may have sustained not having been caused by the fault of the defenders, they are entitled to absolvitor."

The following issue was approved—"Whether, in or about the month of August 1892, the defenders carried on operations for the construction of a sewer in Stevenson Street, Glasgow, opposite the pursuers' property there, in an unskilful and negligent manner, in consequence of which the pursuers' said property was injured, to the loss, injury, and damage of the pursuers? Damages laid at £3000."

The case was tried in January 1894 by Lord Low and a jury.

From the evidence, which is fully referred to in Lord Low's opinion (below), it appeared that all ordinary care and precaution had been taken, that the sheeting was driven in by hand to prevent the vibration which would have been caused by steam piling, and that open casting was adopted as being in the opinion of the engineers safer than tunnelling by air pressure, although Sir William Arrol, however, gave evidence in favour of the latter method. It also appeared that on the day in question the rainfall was 1·35 inches, although there was only one shower lasting about twenty minutes, and that the water was running along Stevenson Street some 10 inches high.

The jury returned a verdict for the pursuers, and assessed the damages at £1542, 6s. 8d.

The defenders moved for a new trial, and argued—(1) There was absolutely no evidence of negligence. Whether they had adopted the best possible method or not was beside the question if they had used a well-recognised and approved method. In fact, the other methods would have been attended with greater risk, although flooding could not have occurred with tunnelling; but (2) such flooding was almost unprecedented and could not have been foreseen. The rainfall that day, even for Glasgow, was so exceptional as to be unequalled during the last quarter of a century. This was of the nature of *damnum fatale*—*Tennent* v. *Earl of Glasgow*, March 3, 1864, 2 Macph. (H. of L.) 22.

Argued for the pursuers—(1) This was eminently a question for the jury, whose verdict should not be interfered if there was some evidence showing negligence—*Kinnell* v. *Peebles*, February 7, 1890, 17 R. 416. Here, further, care should have been taken by making a more efficient dam by tunnelling, as advocated by Sir William Arrol, or at least by employing steam piling which would have allowed stronger sheeting to be used. (2) In a place like Glasgow, liable to very heavy falls of rain, flooding should haye been adticipated and provided against. This was not a *damnum fatale* and the damage was caused not by water running down its natural channel, or even down the street, but along a trench made by the defenders. The remarks of the Lord Chancellor (Westbury) in *Tennent's* case (above), when applied to the circumstances here, were in the pursuers' favour, as was *Kerr* v. *Earl of Orkney*, December 17, 1857, 20 D. 298, also a case of excessive rainfall.

At advising—

LORD LOW—My opinion at the time when I tried this case was that the verdict was one which was contrary to evidence, and that opinion has been confirmed by the argument which your Lordships have heard. The issue which was put to the jury, and which the pursuer undertook to prove, was whether the defenders had carried out the work of constructing this sewer negligently and unskilfully. There were three possible methods in which the work could be done — First, the method of sheet piling, which consists of working by open cast, the opening being protected by sheeting driven down as the work proceeded by manual labour, and kept in place by transverse struts being wedged across. The second possible method is also by open cast, but instead of sheeting being driven down as the work proceeds, very strong piles are driven in by means of a steam hammer and dovetailed into each other, and then kept in position in the same way as hand driven sheeting by struts put in transversely as the work proceeds. The advantage of that over the first method is simply this, that you get a stronger and more watertight wooden wall than you do by means of the hand sheeting. The third possible method was to make the sewer in tunnel working by means of compressed air. The advisers of the railway company adopted the first method. That method is a well known and approved method. It is indeed the ordinary method of constructing works of this description, where they run through streets in a town. It is a method which has been used successfully for the making of sewers as deep and as difficult of construction as the present. Nay, more, I think it is the only one of the three methods suggested from which no accident is proved to have happened in any of the cases spoken to by the witnesses except the accident which was the subject of this action. When either of the other two methods have been adopted accidents of some sort or other are proved to have been of frequent occurrence. That, I think, goes a long way to justify the company in adopting the method which they did adopt. But it was said that in the peculiar circumstances of this case they ought to have adopted one or other of the two other methods which I have described. It was said that they

ought to have adopted one or other of these methods for these reasons—that this was a drain of unusual depth, that it was run unusually near the houses on the south side of the street, and that the strata were of an unstable and shifting character. Therefore some of the men of skill examined for the pursuer said that the method of open cast with steam-driven piles should have been used, because if that method had been adopted there would have been before commencing the excavation a solid powerful wall upon both sides of the excavation. I do not think it is necessary to say more on the suggestion that that method should have been adopted than that it was tried and found to be impracticable. Mr Blyth's evidence, which is entirely uncontradicted on the point, shows conclusively that it was absolutely impracticable to do the work by means of steam piling. Then there comes the third alternative, that the work should have been done by tunnelling by means of air pressure. Now, the pursuer chiefly relied on the evidence of Sir William Arrol, who undoubtedly gave very strong evidence on the point, because he really put his evidence so high as this—that to make a sewer along this part of the street by tunnelling by air pressure would have been not only a safe method of doing it, but the only safe method of doing it. Now, I think it is rather unfortunate that, as Mr Lorimer explained yesterday, Sir William Arrol was put in the witness-box at a comparatively early stage of the case, when the difficulties and various questions connected with tunnelling by air pressure had not developed themselves, and therefore the learned counsel for the defenders was not in a position to put to Sir William Arrol various problems as to the practical possibility of carrying out the piece of work in question which were put to subsequent witnesses and to wich these witnesses were, in my opinion, utterly unable to give any satisfactory answer. But I think there are one or two very conclusive reasons for saying that the evidence of Sir William Arrol, eminent man as he is—that this was the proper method and the only proper method of doing the work—is not sufficient to justify the verdict. Sir William Arrol's view is after all merely the opinion of a man of skill. If the question which the jury had to decide had been which of the three methods was the best method, they would have been perfectly entitled to accept Sir William Arrol's opinion and give their verdict accordingly. But the question which was the best of the three possible methods was not the question before the jury. The question was whether, in adopting a particular method, the engineers of the defenders had been guilty of negligence and want of that skill which they were bound to bring to the work. Now, while Sir William Arrol's opinion is that tunnelling by compressed air was the best method, and there are other gentlemen of very great eminence in the profession and men of practical experience in work of this sort, who all distinctly gave their opinion that driving this sewer by means of air pressure would not only not have been the best mode but would have been a dangerous mode, and would have been liable to risks which would not arise in carrying out the work by the method actually adopted. If there was room for honest difference of opinion between men capable and well qualified to form opinions, how can it be said that there was want of skill and negligence because the engineers who act for the company took one method and not the other? And I must say I cannot avoid giving very great weight to the considerations which led the engineers of the company to reject the idea of doing the work by compressed air, when I find that in a great number of cases in which a sewer or tunnel has been made by that method there has occurred an accident of a kind which, if it had happened here, would in all probability have been followed by subsidence and injury to the buildings. Then the defenders were not bound to try experiments, and, so far at all events as the construction of sewers was concerned, tunnelling by compressed air was in an experimental stage at the time in question. Consider what would have been the position of the defenders if they had adopted the method of making the sewer by tunnelling with compressed air, and if the air had been lost, the surface had come in, and subsidence and consequence injury to the adjoining houses had taken place. The defenders would in that case have been in a very difficult position, because the pursuer would have argued, and argued it seems to me with irresistible force—"Instead of adopting the ordinary and well-tried methods of performing the work of making this sewer, you chose to take a method which was rare and had never been applied to the construction of a sewer in Scotland before, and if you chose to try experiments of that sort you must bear the consequences." I think that plea on the part of the pursuer in the circumstances which I have supposed would have been irresistible.

The case therefore stands thus:—The engineers of the company after full consideration adopted a well-known and approved method of doing the work. The only other practicable method was one which had never up to that time been applied to the construction of a sewer—in Scotland at least—and to adopt which would have been to try an experiment. In these circumstances I am of opinion that the evidence does not justify a verdict that there was negligence or want of skill as regards the method adopted.

Then just one word as to the way in which the accident happened. It seems to be quite certain that if it had not been for the extraordinary heavy rainfall on the 23rd August the work would have been carried through without any injury, or with only a little widening of one or two old cracks in the house on the south side of the street. But on that day there came a very extraordinary rainfall which washed away the material behind the sheeting on the north

side of the street. The result of that was that the sheeting canted over, and being no longer firmly wedged up against the soil, of course the soil slipped down and a movement occurred in the foundations of the houses, and undoubtedly a great deal of injury was occasioned. Now, the question is, whether that was a contingency which should have been contemplated and provided for by the defenders, because in no other respect is it said that there was negligence or want of skill in carrying out the work, apart from the method adopted. I am of opinion that that question must be answered in the negative. The rainfall which occurred was of an extraordinary description. It is a kind of rainfall which happens once or twice in half a century, and that is a kind of contingency which I do not think it is reasonable to say that the defenders were bound to foresee; and further, if it had occurred to them that there might be an extraordinary rainfall it seems to me that no precautions have been suggested by anyone which could have been taken consistently with carrying out the work at all. A good deal is said in the evidence about making puddle dams to prevent the water running into the trenches. Well, when the evidence on that point is examined it is quite apparent that any such dam as the witnesses suggested would have had no effect at all in the way of preventing this accident. Taking, for example, Mr Frew, who is one of the leading witnesses—one of the most eminent men examined for the pursuer—what he suggested was that there should have been a small puddle dam right round the trench, except at the place where the sheeting projected above the surface of the earth, and in that way formed a dam. But of course it is obvious that such a dam as that would not have prevented what caused the accident, namely, the percolation of the water, not into in the cutting, but in behind the sheeting, because the projecting sheeting would have caused the water to accumulate behind it, just the very position in which it caused the accident. No doubt the defenders were bound to contemplate ordinary heavy rainfall, but they did so, and provided against risk of injury from that cause. The pursuers' witnesses themselves admitted that ordinary heavy rain, even if long continued, would not have caused the accident. So that the conclusion to which I come is that the defenders after full consideration adopted the best known method of making a work of this sort, and though there is room for difference of opinion as to whether some better mode could not have been adopted, it is impossible to say that gentlemen of skill who honestly and after consideration adopted the method employed are guilty of negligence or want of reasonable skill. In the second place, I think it is proved that the ordinary proper precautions were taken to guard against the flooding of the cutting by ordinary rainfall. In the third place, I am of opinion that the rainfall which occurred on the 23rd August was so exceptional, so extraordinary, that it was a thing which the defenders were not bound to foresee or provide against. For these reasons I am of opinion that the defenders are entitled to have the verdict set aside.

Lord Adam—I concur with Lord Low. It is perhaps not right to say that I do so with regret, because I suppose a judge ought to have no feelings, but at the same time it is impossible not to see that this is a hard case. This company for the benefit of itself and its shareholders got leave from Parliament to construct this underground railway. In the usual case of a railway company applying for power to make a railway, they get it only on condition that they shall make compensation to all persons injuriously affected by the construction of the railway; but in this case the railway company got authority to construct this railway not on these terms at all. These operations, as we all know, could not even with the utmost care and skill be carried on without some injury being done. Even if that were not the case, still in this instance, so far as this evidence goes, injury was done; yet there is no compensation necessarily due. No doubt the party injured is entitled to damages, but he is only entitled to damages if the railway company in the course of their works have constructed them in an unskilful and negligent manner, which is quite a different thing. Accordingly, the proposition before the jury was not whether these persons were injured by the railway company, but whether the railway company in the construction of their works had conducted them in a negligent and unskilful manner. That is the proposition, and the pursuer is bound to make out the affirmative of that proposition, namely, that the works were in fact so carried on by the railway company. Now, in such a case as that I think the law very rightly holds that all such works shall be carried on by the railway company by known methods, if there are known methods of doing it, and that in selecting the particular known method they shall employ that which is the best. I think that is the obligation on the railway company, but if they have done that, though there is injury in the result, they are free from liability, and I think that is the position here. The known methods of constructing works like these were by means of tunnelling in the first place, or by means of open cutting. There were only two known methods in which the open cutting might be carried on—one by hand piling and another by steam piling. Now, what was the duty of the company in that case? It was to apply skill, the best skill they could get, to select and choose one of these two methods for the construction of this particular portion of their works. It appears to me that they did that on this occasion and came to the conclusion that in the circumstances and situation the hand piling was the best way

of carrying out the operation. Having come to that conclusion, I do not think that there is any suggestion that in carrying it out it was carried out in an improper way. If that is so, it is no answer to the company's having selected that particular mode of doing it that you find half-a-dozen men of skill who suggest on the other side that steam piling would have been better. If you have witnesses on each side, and half-a-dozen say "We think it should be hand piling," and half-a-dozen say "Steam piling is best," where is the fault of the company if in such circumstances they fix on a system which their men of skill, on whom they are entitled to rely, advise them is the best in the circumstances? In such circumstances there is no fault on the company, and I think that was the position of the defenders here. We have the undisputed evidence of practical engineers and others who say that they considered, as they were bound to do, what was the best method, and having considered all the methods and their own opinions and the opinions of other people on it, they selected this mode. If they did that, and carried it out, as it is shown they did, with all due skill and care, I can see no fault. Now, that disposes of what I call the known method by which this operation could be carried out. But then it was said there was another method (and this rests almost entirely on the evidence of Sir William Arrol), viz., that the work should have been done by tunnelling by means of air pressure, and that it could have been so done with perfect safety. Now, I do not think there is any contradiction in the evidence on this point, that the principle of tunnelling by means of compressed air is perfectly well known. But then the knowledge of the principle and the application of it are two entirely different things. And though the principle has been known, it is in evidence that, as far at least as Glasgow is concerned, its application to sewers was never known and never practised. That is clear from the evidence. In my view therefore it was not a known method. If it had been perfectly clear that the company had got into a particularly dangerous position, and that they had a dangerous piece of work on hand, and a man of skill told them that in his opinion the ordinary mode would not do, but that if they adopted this mode it would possibly be successful, and the company had followed his suggestion, that would have been an experiment on their part, and if the experiment had not been successful they would have put themselves in an awkward position just because they were leaving known mehods and straying into experimental paths, justifiable if successful, but not justifiable, I am afraid, if unsuccessful. Now, that was just the position of the company. They considered this method of construction by air pressure. It is not a method of universal application. It is perhaps the best means to employ in certain circumstances in making subways in certain places—under running waters and rivers, and so on; but it does not follow that it is to be applied as a known method in the course of constructing a sewer in the middle of a street. Mr Blyth did not approve of the application of it in particular circumstances, and he is a witness of well-known ability. If that is true—and I do not doubt it for one moment—where is the fault on the part of the company? I can see none. If that is so, and there is no fault in the mode or manner of construction, what is there left? There is this, that if this occurrence had taken place on an ordinary day and in ordinary circumstances, without anything special to divert their attention, the jury might very naturally have come to the conclusion that there was something wrong in the construction. But that is not the case we have to deal with. I do not think there is any doubt as to the approximate and direct cause of this accident. It was that a great quantity of rain got behind the sheeting, loosening the soil, and washing it out and making it slip away so that the foundations of the houses were seriously disturbed. But though that was proved, I think it was also clearly proved to be an extraordinary fall of rain. We are told that it was about an inch and a-half in twenty minutes, and we are told, and there is no contradiction, that this stream coming down to the ground at that part together with the water from the neighbouring street made a combined stream of about a depth of 6 inches. I do not think that that is an occurrence to be seen on the streets of Glasgow every day in one's life, for I suppose no one living in Glasgow ever saw such a stream running down the streets—rain coming from the heavens and producing a stream of 5 or 6 inches. That was a most unusual occurrence, and to my mind, as Lord Low has said, human prudence could not have been expected to foresee it. If the defenders could not have been expected to foresee it, they could not be expected to provide against it. If that be so, there is no fault or negligence on the part of the company in respect that they did not in fact provide against it But the point on which Mr Lorimer put his case was of this kind, though he appeared to me to be doubtful, from the tone of his speech, of the evidence of his skilled witnesses with regard to it. He quoted the evidence of a bar-keeper of a corner public-house, who said that on looking out at the door in the middle of the catastrophe, when the thing was just happening, that if the workmen there had had sufficient presence of mind to rush out and construct temporary dams at the moment, the whole thing might have been saved. He said there was evidence of that to go to a jury; but though that is said now in his speech, he asked none of his own witnesses about it (or if he did he did not bring it under our notice) to see whether the thing was practicable or not. He cross-examined none of the defenders' witnesses on the subject. It was a mere suggestion by this unskilled man, and I think that no weight whatever can be attached to it as evidence in this case. On these grounds substanti-

ally I concur with Lord Low, although I do so, as I have said, with regret.

LORD KINNEAR — I am of the same opinion. I think there is no evidence of negligence or want of skill, and therefore that the verdict cannot stand.

LORD PRESIDENT — In expressing my entire concurrence with your Lordships' decision, I desire to add that our decision implies no light estimate of the high degree of responsibility attaching to companies exercising their statutory powers. The law requires that care and skill shall be applied to the execution of such works by a public body or company where risk to the property of others is necessarily involved. The amount of care and skill to be exacted must vary according to the degree of danger arising from the nature of the work. In the present case there does seem to have been a high degree of risk, and in any consideration of the case I hold the defenders bound to a correspondingly high degree of care. But then the evidence appears to me to show that this accident was not due to any negligence or unskilfulness, even on the most exacting estimate of the care and skill required. I take the same view of the evidence as does Lord Low, and I think it is impossible to allow the verdict to stand. We will therefore make the rule absolute, setting aside the verdict.

The Court granted a new trial.

Counsel for the Pursuers — Lorimer — M'Laren. Agents — Cowan & Dalmahoy, W.S.

Counsel for the Defenders — Clyde. Agents—Hope, Todd, & Kirk, W.S.

Saturday March 10.

SECOND DIVISION.

[Lord Low, Ordinary.

LIQUIDATOR OF PHOTOGLYPTIC COMPANY, LIMITED *v.* MUIRHEAD.

Landlord and Tenant—Trade Fixtures—Effect of Assignation of Trade Fixtures by Tenant to Landlord.

The tenant of heritable premises assigned to his landlord in security of certain debts certain trade fixtures which he had erected on the premises in terms of the lease.

Held that the assignation operated as a renunciation by the tenant of his right to sever the trade fixtures from the soil until the debts were paid.

On 17th December 1891 the Photoglyptic Company, Limited, was incorporated under the Companies Acts 1862 to 1890. The principal objects for which the company was formed were, *inter alia*, to carry on the business of art printers and publishers, photographic printers and engravers, and other businesses of a similar kind.

The company commenced business, and carried on the same until 21st August 1893, when its affairs having become embarrassed, an extraordinary resolution to wind up voluntarily was unanimously adopted.

By lease dated 14th April 1892 entered into between James Muirhead and the said Photoglyptic Company, Limited, Mr Muirhead let to the company as business premises for the purpose of carrying out the objects of the company certain ground and premises belonging to him situated in St Bernard's Row, Edinburgh. The term of entry was Whitsunday 1892, and the period of lease was ten years. It was stipulated by the lease that Mr Muirhead should not be liable for any repairs necessary on the premises further than in keeping them wind and water tight, the company being bound to perform all other necessary repairs at their own expense.

As it was anticipated that the company would require to make considerable alterations on the premises in order to adapt them for their business, and would require to introduce and fit up a number of trade fixtures, the said lease contained, *inter alia*, a special provision that the company should be entitled to make and execute at their own expense certain alterations and additions, but under the condition and provision that the company should at the termination of the lease restore the premises to the same order and condition in which they were at the date of the company's entry, and should remove and clear the ground of any additional buildings which they might have erected for the purposes of their business. Under this arrangement the company made various alterations on and additions to the premises, and fitted up on the subjects of lease trade fixtures of considerable value.

In order to enable the said Photoglyptic Company to conduct its business there was arranged a cash-credit with the Union Bank of Scotland, Limited, for the sum of £1000, and subsequently an additional cash-credit was arranged for the further sum of £500. Repayment of both these cash-credits was guaranteed to the bank by three members of the Photoglyptic Company, the said James Muirhead, the late Thomas Dalgleish, and Andrew Hamilton Baird. The amount due to the bank under the said cash-credits at the date of the commencement of the winding-up was £1525, 15s. 6d.

By bond of relief and assignation in security dated 23rd and 31st May the said Photoglyptic Company, Limited, on the narrative of the said cash-credits, bound themselves and their successors and representatives whomsoever, jointly and severally, and also their capital, stock, assets, and profits, to warrant, free, relieve, harmless and skaithless keep, the said James Muirhead, Thomas Dalgleish, and Andrew Hamilton Baird, and their respective heirs and executors and representatives whomsoever, of the guarantees undertaken by