provisions of the Bankruptcy Statutes. The petitioner seems to be of opinion (and it was to maintained at the bar) that a bankrupt is entitled to his discharge whenever two years has elapsed from the date of the sequestration and a dividend of 10s., or at least 5s. in the £ has been paid to the creditors. That is not so. After two years a bankrupt is entitled to his discharge if he complies with certain conditions and his application is not opposed by his creditors. But here the petitioner's creditors are opposing, and I think with good reason. The petitioner has already paid a dividend of 10s. in the £ out of a pension which he is entitled to receive during his life, and out of that fund he is just as able to pay 10s. in the £ more—that is, to pay his debts in full. No bankrupt is entitled to claim his discharge on payment of a dividend if he has funds which will enable him to pay his creditors in full. I therefore think that we should refuse the petition.

LORD MONCREIFF was absent.

The Court dismissed the appeal and affirmed the interlocutor of the Sheriff-Substitute.

Counsel for the Petitioner—T. Trotter. Agents—Stirling & Duncan, Solicitors.

Counsel for the Respondents — Craigie. Agent—Marcus J. Brown, S.S.C.

Tuesday, March 6.

FIRST DIVISION.

CHRISTIE *v.* CRAIK.

Reparation — Defamation — Diligence to Recover Documents—Remoteness—Injury to Business—Receipts for Income-Tax.

In an action of damages for defamation in respect of a speech alleged to have been made by the defender in October 1898, in which he accused the pursuer of having, while a member of the Police Commissioners of Forfar, sold hay to that body above the market price, the pursuer, who was in business as a produce merchant, averred that in consequence of the accusation "his business had greatly suffered." The defender moved for a diligence to recover the receipts for income-tax paid by the pursuer for the last four years, and cited *Johnston* v. *Caledonian Railway Company*, December 22, 1892, 20 R. 222. The Court, without giving opinions, *refused* the motion.

Wednesday, March 7.

FIRST DIVISION.

GLASGOW AND SOUTH-WESTERN RAILWAY COMPANY *v.* LAIDLAW.

Reparation — Workmen's Compensation Act 1897 (60 *and* 61 *Vict. cap.* 37), *sec.* 1, *and Schedule* 2, *sec.* 14—*Appeal—Question of Law or Fact — Serious and Wilful Misconduct.*

Two workmen were employed as night watchmen on a railway at a point where a landslip had occurred. It was the duty of one of them to remain at the site of the landslip, and of the other to stand 500 yards down the line, so as to give warning to approaching trains should the landslip increase. A fire was lighted on the six-foot-way opposite the landslip. It was left to the workmen themselves to arrange which post each should occupy. About 5 a.m. A was stationed at the outpost and B at the fire. A left his station between 5 and 6 a.m., and both sat down at the fire, and B fell asleep. On his awakening he discovered that A had been struck by a train and killed. In a claim by A's representatives, the Sheriff awarded compensation under the Workmen's Compensation Act, and found that it was not proved "that he was asleep, or that there was serious or wilful misconduct on his part, or that, if so, the said injuries were attributable to such misconduct." The defenders asked a case to be stated for appeal, with the question of law, whether the injury was attributable to serious and wilful misconduct on the part of the deceased within the meaning of section 1, sub-section 2 (*c*) of the Act. They maintained that his desertion of his post constituted such serious and wilful misconduct. The Sheriff refused to state a case, on the ground that, assuming the conduct of the deceased amounted to serious and wilful misconduct, the accident was not attributable to it. Note to have the Sheriff required to state a case *refused.*

In a claim under the Workmen's Compensation Act 1897 at the instance of Mrs Agnes Young or Laidlaw, widow of the late Samuel Laidlaw, railway surfaceman, against the Glasgow and South-Western Railway Company, the Sheriff-Substitute (HALL), acting as arbitrator, found that the following facts were proved:—"Finds that the deceased Samuel Laidlaw was a surfaceman in the employment of the defenders, and that for the three years preceding his death his average wages were 18s. 1½d. per week: Finds that in January 1899, in consequence of a landslip which had begun to show itself on the up-line side of Blackfaulds cutting on the defenders' railway, the said Samuel Laidlaw and another surfaceman named Walter M'Quat were appointed night watchmen to give warning to approaching trains in the