tended to give a good security, and thought that she had done so. To my mind the only discreditable conduct upon her part, if she is responsible for it, is her present defence. But I am of opinion that it is not necessary for the bank to establish intentional fraud; it is sufficient that they were induced by the actings and misrepresentation of the complainer to believe that she was a single woman, provided always that they took reasonable steps to satisfy themselves upon that point. It is not necessary to hold that it would have been sufficient for them to obtain information from third parties, because they applied to the complainer herself and addressed her by her maiden name. She responded by signing the bill in the name by which she had been addressed by the bank, thus confirming them in their belief that she was the Miss Jack whose name had been furnished to them and to whom they had written.

I do not find that any of the scant authorities referred to by the Lord Ordinary necessarily conflict with the view which I take of the case. I am content with Lord Fraser's statement (vol. i. p. 544)—"If a married woman assert herself to be unmarried, and so induce any person to enter into a contract with her, the other party may insist on the contract being implemented, and may use diligence on the wife's obligation." A woman may assert herself to be unmarried by her actings as well as by an express statement, and that I think was done in the present case. Indeed, there was here an express assertion—an assertion in writing by the complainer, made by signing her maiden name in response to a letter addressed to her as an unmarried woman. The respondents were as effectually deceived by this as if she had stated to them in words that she was unmarried, or had forged the name of another person, or signed a fictitious name, though, as I have said, I acquit the complainer of any consciously fraudulent intent.

Then Lord Fraser proceeds to dea with a case "where the wife makes no assertion," and it is in connection with that case that he says that the wife's liability would "only arise in those cases where the marriage was secret, or entered into in such a place or such circumstances as would render it difficult or impossible for the other contractor to obtain information as to her status."

The passage quoted from Lord Elchies' Annotations (p. 26) is as follows:—"In some cases a wife binds herself personally for debt as if the marriage was latent and concealed, and one contracts with her *bona fide* as unmarried not knowing of the marriage." In this passage I take it the writer is simply giving an example of a case in which a wife binds herself personally. Surely it is an equally strong case for the application of the exception where the wife not only trades in her maiden name, but signs an obligation in her maiden name in response to a letter addressed to her as an unmarried woman.

In conclusion, I think that in this case there is no equity in favour of the complainer or her husband. Although I do not think she had any fraudulent intention, she knew so much that she was departing from her usual rule (which must have been based on some good reason) of not signing obligations unconnected with her business with her maiden name; and as for her husband, whose evidence I think by no means trustworthy, he was aware from first to last of his wife's proceedings, and that the respondents were advancing money to his friend on the faith of her security, and yet he took no steps to prevent his wife giving her name, or to enlighten the bank, his only anxiety apparently being tha she should not use her married name.

I think this is not a case to which the law, already perhaps unduly stretched as to the disability of a married woman, ought to be applied.

LORD YOUNG was absent.

The Court adhered.

Counsel for the Complainer—Guy—Lyon Mackenzie. Agents—Clark & Macdonald, S.S.C.

Counsel for the Respondents—Craigie—M. P. Fraser. Agents—Patrick & James, S.S.C.

Saturday, July 7.

FIRST DIVISION.

TAYLOR, PETITIONER.

Bankruptcy — Sequestration — Statutory Notice of Deliverance in "Gazette"—Non-Timeous Insertion—Rectification by Court—Bankruptcy (Scotland) Act 1856 (19 *and* 20 *Vict. cap.* 79), *sec.* 48.

Section 48 of the Bankruptcy (Scotland) Act 1856 enacts that "the party applying for sequestration shall, within four days from the date of the deliverance awarding the sequestration (if awarded in the Court of Session) . . . insert a notice in the form of Schedule B hereunto annexed, in the *Gazette*." The *Gazette* is published on Tuesdays and Fridays.

The petitioner's estates were sequestrated by the Lord Ordinary on the Bills on Thursday 14th June 1900. His agent omitted *per incuriam* to insert a notice of the deliverance in the *Gazette* published on Friday 15th June, but the notice appeared in the *Gazette* published on Tuesday 19th June. Thereafter the statutory meeting for the election of a trustee and commissioners was held, and they were duly appointed.

On a petition presented by the bankrupt the Court pronounced the following interlocutor:—"Hold the notice of the first deliverance in the sequestration of the petitioner in the *Edinburgh Gazette* of date 19th June 1900 as equivalent to a notice in the said *Gazette* within four days from the 14th June 1900, and decern."

Counsel for Petitioner—A. M. Anderson. Agent—John Veitch, Law-Agent.

Tuesday, July 10.

FIRST DIVISION

CALEDONIAN RAILWAY COMPANY *v.* BRESLIN.

Reparation — Workmen's Compensation Act (60 *and* 61 *Vict. cap.* 37), *sec.* 7—*Employment "on or in or about a Railway"—Shoeing Smith in Stables at Station—Regulation of Railways Act* 1873 (36 *and* 37 *Vict. cap.* 48), *sec.* 3.

A railway company kept a large number of horses at a stable situated within their premises at one of their stations, and had a smithy there at which these horses were shod. They were used partly in lorries, partly in drawing trucks on the line. A workman in the employment of the railway company, whose duty it was to shoe these horses, was accidentally injured by the kick of a horse while so engaged in the station smithy. *Held* that the accident occurred in the course of his employment "on or in or about a railway," within the meaning of section 7 of the Workmen's Compensation Act 1897, and that the railway company were therefore liable in compensation.

Milner v. *Great Northern Railway Company* [1900], 1 Q.B. 795, *distinguished.*

In a case stated for appeal under the Workmen's Compensation Act 1897, at the instance of the Caledonian Railway Company, in a claim against them by Daniel Breslin, horse-shoer, 26 North Street, Glasgow, the Sheriff-Substitute (BALFOUR) stated the following facts as admitted or proved:—"(1) That the respondent was employed as a blacksmith and horse-shoer with the appellants at their General Terminus Station, Paisley Road, Glasgow.

"(2) That on 19th May 1899, while the respondent was, in the course of his employment, shoeing a horse belonging to the appellants, the horse kicked him and caused serious injuries, which resulted in a rupture.

"(3) That in May 1898 the respondent, while in the employment of the appellants, met with an accident from a horse, from the consequence of which he contracted kidney disease and attended the infirmary for three or four weeks, but that he returned to his work with the appellants in June 1898, and from that date to 19th May 1899 he never missed a day at his work.

"(4) That the rupture caused to the respondent by the accident on 19th May 1898 incapacitates him from carrying on his work as a horse-shoer, and at present he is not in a fit condition to resume such work.

"(5) That the accident to the respondent on 19th May 1899 took place in a smithy situated in a yard within the appellants' premises at the General Terminus, Paisley Road, Glasgow, and that the premises in question are shown on the Ordnance Survey map.

"(6) That the area within the lines marked blue on said map, and the buildings and railway lines and sheds thereon, are the property of the appellants, and are used by them in the prosecution of their business.

"(7) That the whole block of buildings, of which the smithy is a portion, is within the said station, and the wall of the stable and the gate of entrance are 37 feet distant from the actual line of railway, as shown on sketch No. 3 of process.

"(8) That the yard in which the said smithy is situated is entered from the Paisley Road by a lane, and at the end of the lane there are two gates, one giving entrance to the general yard, and the other giving entrance to the right into the yard in which the said smithy is situated, and that at a distance of about 200 feet from the general gate there is a large notice posted up—'Caledonian Railway—General Terminus Station.'

"(9) That said yard also communicates with the general yard by a large gate to the north, and is separated from the general yard by a sleeper fence, and at another part by the walls of the stables, and that the separation from the general yard was made for the convenience of the appellants' business, in order to keep the shipping traffic out of the stable yard.

"(10) That at the said General Terminus there are 74 horses kept by and belonging to the appellants, some of which are used in their lorries and carts, others in drawing railway trucks on the appellants' lines of railway, and a large number of them are used generally about said station, and that the respondent was in the habit of shoeing all these horses.

"(11) That the average weekly wage earned by the respondent while in the employment of the appellants from June 1898 was 36s."

In these circumstances the Sheriff-Substitute found (1) that Breslin was employed by the appellants on or in or about their railway; and (2) that the accident in question arose out of and in the course of his employment with them.

The Workmen's Compensation Act 1897, section 7, enacts as follows—"This Act shall apply only to employment by the undertakers, as hereinafter defined, on or in or about," *inter alia*, "a railway; (2) In this Act 'railway' means the railway of any railway company to which the Regulation of Railways Act 1873 applies, and includes a light railway made under the Light Railways Act 1896; and 'railway' and 'railway company' have the same meaning as in the said Acts of 1873 and 1896."

By the Regulation of Railways Act 1873 it is provided (section 3), "The term 'railway' includes every station, siding, wharf, or dock of or belonging to such railway, and used for the purposes of public traffic."

The question of law for the opinion of the Court was as follows:—"Whether, in view of the facts proved, the respondent having been engaged shoeing the appellants' horses used in connection with and for the purposes of the railway in a smithy situated in a yard