power of sale is a matter which arises under the Trust Act 1867; on the other hand the question with regard to the balance of the Beveridge legacy is a matter which involves an appeal to the *nobile officium* of the Court. A petition of the latter character is appropriately presented to the Inner House; a petition of the former character is by the terms of section 16 of the Trusts Act 1867 appropriately presented to one of the Lords Ordinary. The reporter has very properly drawn the attention of the Court to the question of competency which arises from the fact that these two craves have been combined in one and the same petition to the Inner House.

The peculiarity of this case is that two questions, or rather two separate craves, are combined in one petition, because the two matters dealt with cannot well be separated in the circumstances out of which the petition arises. What the trustees wish to do is to carry out a bargain which they have made with the Scottish Coast Mission in reference to their heritable estate. The bargain includes a sale to the mission of part of that estate, and also a contribution by the trustees to the cost of alterations by which the mission will be enabled to provide the Society with accommodation. In short, the contract under which the property is to be sold necessarily involves the use of part of the accumulated balance of the Beveridge legacy. It also results in making the balance of the legacy unavailable for the original purpose of providing a meeting-house, and in making it available if the Court sanctions such an application for the general purposes of the Society.

The question is whether in these circumstances there is anything incompetent in the Inner House of the Court of Session disposing of both the craves submitted to it. I think that there is not. It must be kept in mind that the Act of 1867, by section 3, empowers the Court of Session generally to authorise trustees to sell heritage. It is true that section 16 directs that applications to the Court under the authority of the Act —and that I take to mean solely under the authority of the Act — shall be brought before a Lord Ordinary. But where the circumstances make it impossible, as they do in this case, that the application should be presented with any reasonable convenience in the Outer House as regards one part of the bargain, and in the Inner House as regards another part, it seems to me that is not the case of a petition presented solely under the authority of the Trusts Act in the sense of section 16. On the contrary, the petitioners must appeal, and in this case they do appeal, to other authority than the Act, for the Act alone would not enable the Court to authorise them to do that which they ask power to do. Accordingly in such a case as this I think it is competent as matter of procedure to bring a petition dealing with the whole matter directly before the Inner House, and that it is competent for the Inner House to grant it.

With regard to the merits the reporter reports favourably both on the question of power to sell and on the question of the use to be made of the balance of the accumulated sum representing the Beveridge Bequest, and the circumstances as disclosed to us are in my opinion such as warrant the granting of the prayer.

I therefore propose that we should grant the prayer of the petition, including authority to pay the expenses of the application out of the price to be received.

LORD MACKENZIE—I concur.

LORD SKERRINGTON—I concur.

LORD CULLEN—I concur.

The Court granted the prayer of the petition.

Counsel for the Petitioners — Watson, K.C.—Marshall. Agent—Daniel Tudhope, Solicitor.

Tuesday, May 18.

FIRST DIVISION.

[Lord Ormidale, Ordinary.

LOGAN *v.* LOGAN.

Husband and Wife—Donation inter virum et uxorem—Aliment—Remittances Sent by Husband and Banked by Wife.

A husband who was working in the East remitted his surplus earnings to his wife, who, with the only child of the marriage, was living in Scotland with her adoptive parents. The child was not of full age and was dependent on her parents. There was no arrangement between the spouses as to the purpose for which the money was sent. It was used by the wife, in so far as she found she required it in the circumstances in which she was living, for the maintenance and upkeep of herself and child; the surplus was placed by her on deposit-receipt in her own name. The wife died leaving everything to the child. The husband brought an action to recover the amount which the wife had put on deposit-receipt, alleging that it belonged to him, or, alternatively, was a donation by him to his wife and revocable. *Held* upon the facts that there was no evidence to instruct a transference of property in the money from the husband to the wife, and consequently that the husband was entitled to recover the extant balance of the remittances.

John Logan, marine engineer, *pursuer*, brought an action against Mary M'Master Logan, his daughter, *defender*, concluding (secondly) for payment of £1500 by the defender to the pursuer, or of such other sum as might be found to have been received by the defender under her mother's will, or, alternatively, for the pursuer's *jus relicti* out of his wife's estate, with conclusions for an accounting so as to ascertain the amount of the *jus relicti*.

The pursuer *pleaded, inter alia*—"2. The estate bearing to be bequeathed to the defender under the said alleged trust-disposition

and settlement being the property of the pursuer, he is entitled to decree for payment thereof in terms of the first alternative of the second conclusion of the summons. 3. Alternatively, the pursuer being the survivor of the spouses is entitled to a count and reckoning, and decree for payment of his legal rights as concluded for."

The defender pleaded, *inter alia*—"2. The estate bequeathed to the defender by her mother under the said trust-disposition and settlement not being the property of the pursuer, the defender ought to be assoilzied. 5. The pursuer is barred by *mora* and taciturnity from suing the present action. 6. The defender being willing, and having offered the pursuer payment of *jus relicti* out of the estate of her deceased mother, the conclusions relative thereto are unnecessary and ought to be dismissed."

On 7th February 1920 the Lord Ordinary (ORMIDALE) decerned against the defender for payment to the pursuer of the sum of £937, 14s. with interest thereon at the rate of 5 per cent. per annum from the date of citation until payment, as moved for by pursuer's counsel.

Opinion—from which the *facts* of the case appear.—". . . The second conclusion calls for payment by the defender to the pursuer of the sum received by her as a beneficiary under the trust-disposition and settlement of her mother with interest at 5 per cent. from the date or dates on which the defender received said sum.

"The pursuer is a marine engineer. He was married to Mrs Logan, who was the adopted child of a Mr and Mrs M'Master, on 17th June 1896. The defender is the only child of the marriage, and was born in 1897.

"Mrs Logan died on 27th September 1910 leaving a trust-disposition and settlement executed the day before her death, under which the defender was the sole beneficiary. At the date of her mother's death she was in minority. In terms of the will the income of the trust estate was paid over to her or for her behoof until she attained majority in 1918, when the capital was made over to her and the trustees discharged.

"The pursuer saw little of his wife. He had been at sea for nine years until shortly before his marriage, and he went to sea again to China in October 1896. He did not revisit Scotland until 1914. After being at home nine weeks he sailed again for China, and finally returned to this country in October 1918. He then resided for a few months in the same house as the defender, but owing to some disagreement he left the house in January 1919, and on the 24th of that month he put forward for the first time the present claim.

"On record he says that his wife when he married her had no means of her own, and that the estate disposed of under her will consisted of money saved by her out of the monthly remittances sent to her by him.

"It is proved that Mrs Logan had in 1897 on deposit with the Dumbarton branch of the Commercial Bank of Scotland, Limited, a sum of £128, which she uplifted and added to from time to time down to the date of her death.

"The sum on deposit was increased to £334 by 7th August 1900, when £290 was withdrawn, leaving a balance on deposit of £44, and on 10th August she lent £300 to the Corporation of Glasgow. It seems to me impossible to doubt that the £290 went to make up the £300.

"Thereafter the deposit of £44 grew to the sum of £847 by September 1910.

"These two sums of £300 and £847, together with £16, being the proceeds of a remittance from the pursuer, constituted the whole estate left by Mrs Logan.

"The pursuer says that he regularly remitted his wife £17 monthly. He has not succeeded in proving this even taking £17 monthly to mean at the average rate of £17 a month, but that he remitted her very considerable sums of money is undoubted.

"The remittances were made by drafts as a rule of the Hong Kong and Shanghai Bank, but occasionally of the Chartered and Mercantile Bank. The drafts were in the form of a first of exchange payable in London.

"A comparison has been made with the aid of excerpts from the books of the Dumbarton bank of the dates when Mrs Logan uplifted and added to her deposit-receipt, and the dates when drafts were received by her from the pursuer, and though not absolutely identical in every case they are practically so.

"The evidence as to this is not so complete with regard to the period prior to 1902. It appears that up to that date, while a note was made in the books of the bank of the names of the foreign banks from which the drafts were received, the name of the payee on the draft was not disclosed, and accordingly as Mr Mackintosh, the bank agent, explains, it is not possible to identify any particular draft received from the Hong Kong or Chartered Banks with Mrs Logan. All that is proved is that on the dates when Mrs Logan dealt with her deposit-receipt, drafts on one or other of these foreign banks were cashed by the Dumbarton bank.

"After 1902, however, the practice was introduced of noting in the books of the bank, not the name of the foreign bank from which the drafts were received, but the name of the payee on the draft, and accordingly the drafts noted in the list of entries after that year are identified with Mrs Logan. In the light of what is proved with reference to these later years I think the reasonable inference is that some, if not all, of the earlier drafts noted in the [list of entries] covered remittances from the pursuer to his wife. In some instances no entries of drafts received appear on dates corresponding with the dates of transactions with the deposit-receipt. The bank agent explains that for these dates the books of the bank were not available.

"Now the course followed by Mrs Logan with reference to the drafts received from her husband after 1901, when Mr Mackintosh became agent of the bank, is thus described by him. He says that he remembers her coming about the bank, and that she came regularly. 'During the whole time I was there until her death she came to the bank.

I remember her bringing foreign drafts. I am speaking from recollection as to what she did with the drafts; she had a deposit-receipt and she usually added the whole or part of the draft to the deposit-receipt, taking out a new deposit-receipt.'

"There is no proof that Mrs Logan received money from anyone other than her husband. The defender speaks to money having been given to her by Mrs M'Master from time to time. So does Mr Wiggitt; the latter's evidence, however, having reference only to the last five years or thereby of Mrs Logan's life. But their evidence is very vague and indefinite, and the incident (which is said to have happened not infrequently) described by Mr Wiggitt of Mrs Logan handing money to Mrs M'Master and then receiving it back again is not very intelligible. Mrs Logan was of service to the M'Masters. She did the work of the house and apparently she tendered board to Mrs M'Master, who, according to the defender, later on returned it to Mrs Logan in presents. This may be what Mr Wiggitt refers to. There is no doubt that the M'Masters regarded Mrs Logan very much as a child of their own. On their deaths they left all the estate which they had—and it was not inconsiderable—to the defender. It seems to me, further, to be at least not unlikely that Mrs Logan entrusted any money that she had over and above what she added to the deposit-receipt to the M'Masters for safe custody and received it back again as she required it. But however that may be, the fact remains that there is no proof that any moneys received from the M'Masters were added to the deposit-receipt. Mr Wiggitt no doubt says—'(Q) Did Mrs M'Master ever say anything to you as to what Mrs Logan did with the remittances that she got from China?—(A) I understood she handed them practically over to Mrs M'Master. I came to understand that through Mrs M'Master. I heard her say so time after time.' There is no other evidence to support that, and Mr Wiggitt does not say for what purpose the remittances were handed to Mrs M'Master.

"On the other hand the defender, speaking of the occasions on which she accompanied her mother to the bank, says—'I sometimes went with my mother to the bank when she was depositing money; on a Saturday I went with her, but not unless. I did not go very often, but I went perhaps at least half-a-dozen times. On those occasions she put so much into the bank on deposit-receipt and lifted so much. I could not exactly say how much she put into the bank. (Q) Where did she get the money to put into the bank?—(A) It was from these drafts—these exchanges. It was the money she got in exchange that I saw her putting in. I could not exactly say what she would do with the money that she got from Mrs M'Master'; and again—For some years before her death I remember money coming regularly from time to time. It came once a month or every six weeks, along with a letter from my father. My mother wrote to him and told him that she had got the money. (Q) Were the remittances always fairly big sums, £15, £17, and so on?—(A) Yes. I don't remember larger sums coming. I don't remember £34 coming. As regards the money she got, she put so much of it on deposit-receipt and she uplifted so much. It was seldom that I was at the bank with her, but I have seen her do that and I know that she did so. That was what she usually did with the money that my father sent home.' I note also that the greater the value of the drafts sent to Mrs Logan in any one year, the larger is the amount added to the deposit-receipt.

"The evidence of the M'Masters, both of whom died in 1916, would have been of the greatest value in many ways and with regard to many points, and it has been lost largely owing to the delay of the pursuer in taking action, but I am not prepared to say that it was of such vital importance to the defender as to warrant me in holding that merely because of its absence the pursuer's case is not proven. The pursuer was at home in 1914 and he made no claim. It is difficult to understand why he did not at least make inquiries as to what had become of the money remitted home by him. He says he was only at home for nine weeks, and that he had at that time no knowledge that his wife had left a will. There is nothing to indicate that he had except his own statement on record. He contradicts that statement in the witness-box, and says that all he heard when at home was that there was a considerable sum of his wife's money in the house, but he explains that he had no time to do anything about it, that he thought he could trust his daughter as he had trusted his wife. After his wife's death he remitted to his daughter £6 to £8 a month up to 1914, and while at home that year he gave her a present of £300, and I feel pretty certain he would not have done so if he had had any idea that the defender was the sole beneficiary under a will of her mother. The explanation given by the pursuer of why he did not make any inquiries about his wife's money when at home in 1914 is not very satisfactory, but I was not disposed to take an unfavourable view of the pursuer as a witness. He was not very quick or clever at expressing himself, but he did not appear lacking in candour. He was completely wrong about having destroyed the seconds of exchange. He spoke of 18, totalling £306. There are only 15 and they total £278. Mrs Arrol, however, corroborates him in regard to the value of the drafts which he and she counted up together, and I think it is just possible that three may have gone amissing since they left the pursuer's hands. He certainly had no interest to say that he had destroyed them. They furnish evidence that is entirely favourable to him, showing that latterly he was sending very large remittances home, not very far short of £17 a month. It is curious that the entries [in the list] do not account for the whole of [the seconds of exchange], suggesting that perhaps Mrs Logan may have had some of the drafts cashed at another than the Dumbarton bank, though there is no evidence of this.

"I come to the conclusion on the whole matter that the pursuer's statement that the estate disposed of by Mrs Logan consisted of the money saved by her out of the remittances of the pursuer is substantially proved.

"He claims that this surplus is his property in respect of an arrangement or understanding between him and his wife, that after taking what she required out of the remittances she was to bank the remainder against his return and settling down at home. I think it is quite possible that there was such an understanding, but the proof of it rests on the pursuer's evidence alone. It does not, however, appear to me very material, for in my judgment he is entitled to reclaim the moneys as a *donatio inter virum et uxorem*. The remittances may have been sent home primarily for the aliment of his wife and child, but *quoad excessum* they were just gifts. The pursuer was not inclined to grudge his wife anything that was necessary for her comfort, and he seems to have had confidence in her.

"There is one deduction that must be made from the estate left by Mrs Logan before that estate is handed over to the pursuer. He says that he gave Mrs Logan £100 before he married her, and it was therefore Mrs Logan's property. I assume, and I understood counsel for the pursuer was prepared to admit, that this would be included in the deposit-receipt. Some interest must have been earned by it. Accordingly I shall deduct £150 from the sum of £1087, 14s., which is the agreed-on amount of what was received by the defender from her mother's trustees, and give the pursuer decree for the balance, viz., £937, 14s."

The defender reclaimed, and argued—If a wife by working for her keep was able to save money out of sums sent to her by her husband as aliment, such savings of hers were hers absolutely and could not be recovered by the husband—*Davidson* v. *Davidson*, 1867, 5 Macph. 710, *per* Lord Justice-Clerk Patton at p. 714, 3 S.L.R. 343; *Henry* v. *Fraser and Another*, 1906, 14 S.L.T. 164, *per* Lord Johnston at p. 165. In the absence of evidence the sums sent by the pursuer must presumably have been for aliment. Further, it was proved, or if not must be presumed, that the pursuer's wife worked for the M'Masters and earned her keep. By so doing she was able to save the money in question. In the incomplete state of the evidence the pursuer's neglect to state and prosecute his claim supported that view. The Lord Ordinary's interlocutor should be recalled.

Argued for the pursuer—The Lord Ordinary was right. The sums on deposit-receipt were definitely identified as having been derived from the drafts. The evidence did not support the view that the pursuer's wife was earning her keep with the M'Masters. The money in the drafts which remained after the deposits were made was paid by the wife to the M'Masters, *i.e.*, she was paying for her board. But even if the wife worked for and earned her keep she had still to show a legal claim to the money in the deposit-receipts. To enable her to do so she must prove that the funds sent were alimentary and were not excessive—*Davidson's* case (*cit.*), *per* Lord Neaves at p. 714. There was no such proof. The evidence proved no more than that the pursuer merely sent home what money he could spare. In those circumstances it was enough if the pursuer proved that the funds sent home by him were still extant and unconsumed—*Fenton Livingstone* v. *Fenton Livingstone*, 1908 S.C. 286, 45 S.L.R. 896; *Hedderwick* v. *Morison*, 1901, 4 F. 163, 39 S.L.R. 124; *Hutchison* v. *Hutchison's Trustees*, 1842, 4 D. 1399; 1843, 5 D. 469, referred to in *Edward* v. *Cheyne*, 1880, 15 R. (H.L.) 37, *per* Lord Watson at p. 39, 25 S.L.R. 424.

LORD PRESIDENT (CLYDE)—The respondent in this reclaiming note was a marine engineer who pursued his vocation in the far East, apparently for the most part in China. While on a visit to this country in 1896 he married. The fruit of that marriage was a daughter, who is the reclaimer in the reclaiming note before us. After what seems to have been a very brief episode of married life the respondent returned to China. He never saw his wife again. He did not come back to this country until 1914. Meanwhile his wife had died in 1910. After a few weeks' stay in this country he returned to China again, and only came back to Scotland in 1918.

There is no dispute that more or less regularly remittances were made by the husband to the wife between the period of his returning to China in 1896 and the wife's death in 1910, but there has been a good deal of controversy as to what exactly were the circumstances relative to these remittances. It seems to me that the simplest view of the facts is also the most correct. It is the fact that the husband did with a tolerable measure of regularity make remittances to his wife of whatever part of his earnings in China he did not use there. There is no evidence either by anything said or done, or as the result of any understanding or agreement between him and his wife, showing that the remittances as a whole or any specific part of them were earmarked or stamped as alimentary remittances. On the contrary, what appears to have been intended, and what in fact was done, was that the wife used for herself and for her daughter whatever part of those remittances she found necessary in the circumstances in which she and her daughter were living, for ordinary maintenance and upkeep, and she banked the rest. I think it is safer to take that simple view of the facts rather than to proceed on the husband's evidence of some understanding between him and his wife of a specific kind either before he returned to China or expressed in the correspondence which seems to have taken place more or less regularly between them.

The question then immediately arises—Is there any ground in law for inferring from those facts a transference of property from the husband to the wife in that part of the remittances which she did not expend? I see no ground in law for any such inference.

It has been argued that those remittances were genuinely alimentary — sent as such and received as such—and that inasmuch as the wife lived in family with the M'Masters, and gave what I am sure was no small assistance to elderly people in sustaining the burden of household work, she must be regarded as having earned her own and her daughter's keep, and that in respect of her having earned that maintenance she practically saved the alimentary remittances made to her by her husband. I think the argument which was presented to us to this effect fails on the facts. It seems to me that an argument of that kind could not be maintained unless the remittances themselves were in some way proved to be really alimentary as between this husband and wife. I also think it would have been necessary to show that in her relations with the M'Masters the wife really was earning her living by some sort of remunerative employment. The M'Masters were the adoptive parents of the wife. She had lived with them before her marriage. I suspect she never left them; at anyrate she certainly lived with them all along after the husband returned to China in the same year in which he was married. And again I confess I am disposed to take as likely to be the most correct the simplest view of the facts. It seems to me so far as the evidence goes that the relationship between the wife and Mr and Mrs M'Master was simply that of an adopted child and adoptive parents. I do not see any sufficient ground for reading into it anything businesslike or remunerative at all.

I wish to say on this part of the case that the long delay on the part of the husband in raising this action has caused me no small anxiety. In view of the delay I think that the daughter is entitled to ask that any reasonable interpretation of the facts which is adverse to her father ought not to be left out of account; and with regard to the wife's relations with the M'Masters while she lived with them, I think it might have been necessary to keep that consideration strongly in view but for the evidence tendered by the daughter or on her behalf as to what took place in regard to money between the M'Masters and her mother. That evidence, indeed, is not satisfactory in the sense of giving an intelligible account of what took place, but it is, I think, quite inconsistent with the view that the wife was acting as a remunerated housekeeper or servant in the M'Masters' house. The evidence is that occasionally money was paid by the wife to the M'Masters, and that it was returned by the M'Masters to the wife in recognition of the work which she did in the house. I think it is quite possible that transactions of that kind took place between the adoptive parents and the adopted child, but I do not think they were of a kind which were consistent with the existence of any contract of service, however informal, or with the performance of remunerated work on the part of the wife.

It was also suggested that the remittances in so far as not actually used by the wife for maintenance might be regarded as gifts. In the circumstances of this case I think there is no room for that suggestion. Gifts require proof, and there is no proof that these payments were sent to the wife as gifts. Even if they were they remain revocable.

It results from the view which I have expressed that I come to the same conclusion as that at which the Lord Ordinary arrived. It is perhaps only necessary to say further that I agree with the Lord Ordinary in thinking that for practical purposes the amount of the remittances is satisfactorily proved by the evidence of the bank books, supplemented as it is by the parole evidence in the case. Therefore I am for adhering to the Lord Ordinary's interlocutor.

LORD MACKENZIE—I am of the same opinion. The part of the case which caused me most difficulty during the course of the argument was with reference to vouching as regards the earlier period referred to by Mr Constable—the period between 1897 and 1902 — but when the details of the two accounts which are printed were explained by Mr MacRobert I think it quite sufficiently appeared that the Lord Ordinary had ample warrant for arriving at the conclusion that he reached.

As regards the later period, I think Mr Constable practically conceded that he would have more difficulty in maintaining that the money which was banked by the wife had not its origin wholly in the remittances sent by the husband. If that were so then the *onus* shifts, and I am unable to discover any title in the wife to maintain her right to the surplus earnings of her husband who was working in the East all these years. The money was not earmarked as an alimentary fund for her. It was not so remitted. She received the money in order that she might use it according to her needs and bank the balance, and the balance so banked by her was money which belonged to her husband. Whether there was an independent arrangement or not, the view presented by the evidence of the husband is certainly much the most probable theory to account for the way in which the matter was regarded by both spouses.

The theory that there had been a business arrangement between the M'Masters and Mrs Logan, under which the money ceased to be surplus earnings of the husband and became wages or savings of the wife, seems to me to be without any sufficient foundation in fact. The passages in the evidence in regard to that are of too shadowy a character to enable one to take that as a ground of judgment.

I confess I am not so much impressed with the delay on the part of the pursuer in raising the question. We have in this case a man whose life certainly presents extraordinary features. He married his wife and was content to live apart from her, and that she should remain with her adoptive parents. I can find no evidence of what can properly be termed estrangement except that one spouse lived in China and the other in this country. That is estrange-

ment in one sense, but there does not seem to have been any ill-will between the two spouses, and the husband seems to have been doing his duty according to his lights, working as an engineer in China and remitting money home.

I am impressed by the fact that he was a seafaring man but evidently not a man of business at all. I am also influenced by this consideration (though it may be that there is not a sufficient basis of evidence to support it), that while he was in this country in 1914, in all probability he had to leave with very little notice, and that, although there was some mention of money, I think on the night he left for China, it may well be that he thought that so long as he had enough in his pockets to meet his immediate needs he did not require to go into that matter further. All that would be highly improbable in a man of business; but we are not dealing with a man of business, and in fact we were told by counsel that he seemed to have great difficulty in expressing himself in the witness-box. On the whole matter I agree in the course proposed by your Lordship.

LORD SKERRINGTON—I have come not without hesitation or difficulty to think that the pursuer has sufficiently proved his case, and I therefore agree with the result at which your Lordships have arrived.

LORD CULLEN—I agree with the conclusion in fact arrived at by the Lord Ordinary that the money in question consists of savings from the remittances made by the husband, and also with the grounds on which his Lordship reached it. I also agree in thinking that the defender has not established any ground in law for holding that these savings became the separate estate of the wife.

The Court adhered.

Counsel for the Pursuer (Respondent)—MacRobert, K.C.—Aitchison. Agents—Dove, Lockhart, & Smart, S.S.C.

Counsel for the Defender (Reclaimer)—Constable, K.C.—J. A. Christie. Agents—Morton, Smart, Macdonald, & Prosser, W.S.

HIGH COURT OF JUSTICIARY.

Thursday, May 20.

(Before the Lord Justice-Clerk, Lord Dundas, and Lord Salvesen.)

BEATTIE *v.* WAUGH.

Justiciary Cases—Statutory Offence—Defence of the Realm—Knowledge—Justifiable Ignorance of Fact on which Offence Depends—Live Stock (Sales) Order 1919, *sec.* 1.

A butcher slaughtered a cow which after grading had been allocated to him by an official of the Food Control Department. When slaughtered the cow was found to be in calf, and the butcher was charged with a contravention of the Live Stock (Sales) Order 1919, section 1. The Sheriff convicted the accused, finding in fact that when the cow was graded the grader did not consider the cow to be in calf, nor did the allocator when the cow was allocated, that before the cow was slaughtered the allocator discovered the cow to be in calf but did not inform the accused, and that when the cow was sent to be slaughtered the accused did not know that the allocator had discovered it to be in calf. The accused appealed and argued that he was justifiably ignorant of the condition of the cow when he slaughtered it. The Court (*dis.* Lord Salvesen) *dismissed* the appeal, *holding* that even if justifiable ignorance were a good defence to the charge, the Sheriff's findings in fact did not disclose justifiable ignorance.

Anderson v. *Rose* (1919), 56 S.L.R. 574, *discussed.*

The Live Stock (Sales) Order 1919, dated 27th September 1919, enacts, *inter alia*—"1. A person shall not bring or send or cause to be brought or sent to any market for sale for slaughter, or sell or buy for slaughter, or cause or permit to be slaughtered, any in-pig sow of any age, in-lamb ewe of any age, in-calf cow, or in-calf heifer. 2. (*a*) A person shall not slaughter or cause or permit to be slaughtered any beast or any sheep unless such beast or sheep has within the 14 days immediately preceding the date of slaughter been bought and sold in a market in Great Britain and in accordance with the provisions of this Order relating to the sale of beasts or sheep for slaughter. (*b*) The restriction of slaughter imposed by this clause shall not apply to—. . . (ii) Slaughter of an animal when such slaughter is authorised by an officer of the Board of Agriculture and Fisheries or the Board of Agriculure for Scotland. . . . 4. Except as otherwise provided by this Order, no beast shall in any market be bought or sold for slaughter except in accordance with the following provisions—(*a*) The beast shall before sale be graded as belonging to one of the four grades mentioned in Part 1 of the First Schedule to this Order by a person authorised in that behalf by the Food Controller; (*b*) the beast shall be sold only to a person who is authorised by the Food Controller to buy live stock in a market on his behalf (hereinafter called a Government buyer); (*c*) the price on the occasion of a sale to a Government buyer shall not exceed the maximum price ascertained on the basis of such grading in accordance with the provisions of Part 1 of the First Schedule; (*d*) Where any in-calf cow or in-calf heifer has been sold for slaughter, and the weight of the calf and bag exceeds 28 lbs., the price otherwise payable in respect of the cow or heifer under the provisions of this Order shall (except in the case of a sale by dead weight) be reduced by a sum ascertained in manner hereinafter mentioned, and where the price has been paid to the seller the Government buyer may recover such sum from the seller. The sum shall be a sum calculated on the weight