

mates to me that he has got a number of my empty sacks into his possession, for which he demands payment, or as many of his sacks in lieu thereof. Presuming that these sacks must have come into his hands by some irregularity of some of my customers, I now beg to request you to be careful, when returning my sacks, to put on the full name and address, John Inglis, Steam Mills, Musselburgh. Should you not be careful on this point, it may lead to trouble in settling up.—Yours truly,

(Signed) "JOHN INGLIS,
p. ROB. LAMBERT."

The LORD JUSTICE-CLERK, in summing up, observed that although the words of the circular complained of might appear innocent in themselves, still if the jury were convinced that they contained any hidden meaning by which the character of the pursuer had been injured, they were entitled to bring in a verdict in his favour. But they must also consider, in coming to the conclusion whether such a hidden meaning existed, whether the terms complained of were not precisely those which had been used by the pursuer himself in his correspondence with the defender.

The jury unanimously returned a verdict for the defender.

Friday, March 30.

MUIRS v. COLLETT.

Counsel for Pursuers—Mr Fraser and Mr Scott. Agent—Mr John Walls, S.S.C.

Counsel for Defenders—Mr Watson. Agent—Mr James Buchanan, S.S.C.

In this case Messrs J. & R. Muir, some time shawl manufacturers in Paisley, are pursuers, and Arnold Burrows Collett, merchant in Bombay, is defender; and the issue is as follows:—

"Whether, in or about the year 1845, the pursuers consigned for sale to the firm of Hubbard, Collett, & Company, merchants in Bombay, of which the defender was then a partner, 117 lace shawls and 240 lace handkerchiefs, or any part thereof? And whether the defender is resting owing to the pursuers the sum of £106, 2s, 6d., as the proceeds or value of said goods, or any part of said sum, with interest?"

Or,

"Whether the said goods were consigned to the defender's said firm through Thomas Risk, merchant in Paisley, as agent for the pursuers? And whether the proceeds of said goods, when sold, were duly paid and accounted for to the said Thomas Risk, as agent foresaid?"

It appeared from the evidence that the goods in question, which had been selected by Mr Collett while in Paisley in 1845, were consigned by Messrs J. & R. Muir to the firm of Hubbard, Collett, & Co. on sale and return. On their arrival at Bombay, a sale of them was effected at the price of £29, 15s. 7d.—a sum very much lower than that stated in the invoices. No return thereof appears to have been made, either directly to the pursuers or through Mr Risk. The evidence of Mr James Muir, one of the pursuers, which had been taken by commission, was allowed to be received, owing to the enforced absence of the witness on the ground of ill-health, the defender's counsel admitting that his absence was unavoidable.

The jury, without retiring, returned a unanimous verdict in favour of the pursuers on the first issue, to the amount of £29, 15s. 7d., the price of the goods sold, with interest from the 1st December 1846, the date of the sale, and also for the pursuers on the defender's issue.

Saturday, March 31.

GOOD v. CHRISTIE.

Reparation—Culpa—Master and Servant. In an action of damages by a father for the loss of his

son through the alleged fault of the defenders—verdict for the defenders.

Counsel for the Pursuer—Mr Watson and Mr Bannatyne. Agent—Mr John D. Bruce, S.S.C.

Counsel for the Defender—Mr Shand and Mr Maclean. Agent—Mr John Leishman, W.S.

This was an action of damages at the instance of William Good, collier, residing at Pathhead Ford, Crichton, Edinburgh, against John Christie, coal-master, Arniston, Cockpen, Edinburgh, for loss and injury sustained by him by the death of his son, Charles Colt Good, while engaged in assisting his father in the working of a crane in the defender's coal-pit. The issues sent to trial were as follows:—

"1. Whether, on or about the 16th day of March 1865, the now deceased Charles Colt Good, son of the pursuer, was, in the employment of the defender, engaged in the working of a crane in the defender's coal-pit, known as the Edgehead Engine Pit, in the parish of Cranston, and county of Edinburgh; and whether, while so employed, the said Charles Colt Good was killed in consequence of improper construction of said crane, by and through the fault of the defender—to the loss, injury, and damage of the pursuer?"

"2. Whether, on or about the 16th day of March 1865, the now deceased Charles Colt Good, son of the pursuer, was, in the employment of the defender, engaged in the working of a crane in the defender's coal-pit, known as the Edgehead Engine Pit, in the parish of Cranston, and county of Edinburgh; and whether, while so employed, the said Charles Colt Good was killed in consequence of the failure of the defender to provide a cranesman to work the said crane, by and through the fault of the defender—to the loss, injury, and damage of the pursuer?"

Damages laid at £500.

The LORD JUSTICE-CLERK, in charging the jury, observed that the principle of law was undoubted that all ordinary and reasonable care must be taken by masters of those engaged in their employment, and where this had not been done they were responsible for the consequences of this neglect. When, however, an accident occurred through the carelessness of the workman himself, he could not claim reparation for the injury occasioned to him. Further, he directed the jury that if they were satisfied on the evidence that the deceased, a boy of twelve or thirteen years of age, was killed in consequence of his father, the pursuer, exposing him to a sure and known danger to which it was improper to expose a boy of that age, and to which it was not necessary to expose him in the performance of his (the pursuer's) contract with his employer, then the defender is not in law responsible to the pursuer for the injury sustained by him in the loss of his son. If a workman exposes himself to a sure and known danger to which it was not incumbent upon him to expose himself, he could not claim damages from the defender; and the same doctrine applies to the present case.

The jury, after a short absence, unanimously returned a verdict for the defender on both issues—the chancellor observing that the jury thought it their duty to express a strong opinion that the practice of employing boys of so tender an age in work of so tender a character was very blameable.

The LORD JUSTICE-CLERK—That is a very just expression of opinion, and I entirely concur with you.

Monday, April 2.

FIRST DIVISION.

SPRING SITTINGS.

(Before Lord Ormisdale).

STEUART v. MOSSEND IRON COMPANY.

Counsel for the Pursuer—Mr Gordon and Mr A. Broun. Agent—Mr Thomas Sprot, W.S.