the 8th and 9th of Victoria is quite a novelty. It was well known in Scotland long before then, and indeed had grown up with the whole system of our poor-law. It would have been strange had it been otherwise. For when the impotent poor are to be maintained, it is as necessary to provide them with a house to live in as with food and clothing. As regards the question of expediency, whether in a good many cases the poorhouse test should not be applied, we are not entitled to express an opinion. The question before us is not one of propriety of administration, but of pure law—Is any one of the legal poor entitled to refuse to go to the poorhouse and insist for out-door relief? And to that question I have no hesitation in giving the answer, that it is in all cases a legal tender of relief to offer admission to the poorhouse. I think the case of Mackay is strictly in point. It is true that what I now say was not formally decided in that case, but it was assumed throughout the opinions of the Judges.

It has been said that the workhouse was intended, under the provisions of 8 and 9 Vict., only for a certain class of poor persons. That is to me quite a new proposition. What class of poor would be entitled to relief and not fall within the description of the class in the 60th section, I am at a loss to know. Who are the poor who are not "friendless, impotent poor?" None are entitled to relief who are not "impotent" in the sense of being unable to support themselves, and "friendless" in the sense of having no friends able and willing to support them.

On the whole, I agree with the view of the case taken by the Sheriff.

Lord COWAN—Whether the offer to receive the applicant into the poorhouse was a legal tender of relief is one question, and whether the relief offered was adequate and suitable, is another and totally different question. The first is for this Court to decide, but as regards the second, the remedy is an application to the Board of Supervision. On the question of legality in this case, I have do doubt. The specialty founded on is that the applicant is a married man. Now, that may be very important in the question of propriety of offering the poorhouse, but it is of no moment in the question of legality. For once it is held that the offer of the poorhouse is a legal tender of relief, the fact of the applicant being married or unmarried is quite immaterial.

Another objection has been stated—viz., that the poorhouse, admission to which was offered, was a combination poorhouse, and that the building was outwith the parish to which the pauper belonged. But that is no answer to the offer, for the statute authorises parishes to combine and erect a common poorhouse, which, once erected, must be dealt with exactly on the same footing as if it were actually situated within each of the parishes to which the paupers sent to it belong.

Lord BENHOLME—I concur, and wish only to add, that in the case of Watson, the poorhouse offered to the applicant was not a union poorhouse to which the parish of the applicant's settlement belonged, but the applicant was there sent to a foreign union under an arrangement which had received the sanction of the Board of Supervision. It was this specialty which alone created the difficulty in that case. I agree with the opinions of the Judges who decided it, which are very strong. Here the pauper is offered admission to a union poorhouse to which his parish belongs, which is assumed as a clear case in Watson. The present case is one of no doubt.

Lord NEAVES—The description of "aged and other friendless impotent poor" just means all sorts of poor. "Impotent" means impotent so that they cannot maintain themselves, and friendless means that there are no other persons willing and able to support them. "Friendless" cannot mean that there is no one to look after them, although unable to maintain them, for that construction is negatived by the case of Watson. Both according to the spirit of the law and the terms of the 60th section, I think the case is clear.

Agent for Advocator—J. D. Bruce, S.S.C.

Agents for Respondent—Mackenzie, Innes, & Logan, W.S.

Tuesday, Jan. 22.

SECOND DIVISION.

BELL *v.* SIMPSONS.

Reparation—Relevancy. An action of damages at the instance of one mineral lessee against another, on the ground of encroachment on coal seams, held relevant, although the pursuer had renounced his lease.

In this case, which is an action of damages at the instance of Robert Bell, coalmaster at Wishaw, against the defenders, who were tenants of Mr Houldsworth, of Coltness, on the ground of encroachment on two coal seams which the pursuer leased from Lord Belhaven, the Court to-day, affirming a judgment of Lord Barcaple, held the action relevant. It was alleged by the defenders that the pursuer had executed a renunciation of his lease, and it was contended that he had no interest to maintain the action; but the Court held that a renunciation of the lease did not imply renunciation of claims of damages arising during the subsistence of the lease. The Lord Justice-Clerk took occasion to observe, in answer to an argument maintained for the defenders, that, according to the law of Scotland, a person had a right of action wherever he alleged a legal wrong, and that he, in consequence of said wrong, had sustained damage. The amount of damages to which he might be found entitled did not in any way affect the relevancy of the action.

Counsel for Pursuer—Mr Young and Mr Gifford. Agents—Tods, Murray, & Jamieson, W.S.

Counsel for Defenders—Mr Thomson. Agent—Alexander Morison, S.S.C.

Wednesday, Jan. 23.

FIRST DIVISION.

SHEPHERD AND CO. *v.* BARTHOLOMEW AND CO.

Proof—Bill—Writ or Oath—Pro ut de jure. Circumstances which, being disclosed by the pursuers on record, held sufficient to entitle the defenders to a proof *pro ut de jure*, that bills sued for had been superseded and extinguished.

The question raised in this case was whether averments by the defenders, that certain bills accepted by them and now sued for by the pursuers, had been superseded and extinguished by other bills, subsequently accepted by them, were proveable *pro ut de jure*, or only by writ or oath of the pursuers.

The pursuers are merchants in Manchester, and in December 1864 they sold to Mr R. O. Cogan, cotton to the extent of £18,362, 10s. 9d. Of this