take delivery by false and fraudulent representations that she was in a sound and seaworthy condition. This averment was substituted in the Inner House for one of collusion between the defenders and Lloyds' surveyor. They further averred that Lloyds' certificate had been issued on the report of the surveyor, after a very negligent and insufficient examination; that an examination such as is in use to be made, and such as was the duty of the surveyor to make, would have disclosed the unsound state of the ship, and that the surveyor's report was based on representations made by the defenders. The pursuers' statement proceeded—that the ship on 10th March 1869 sailed for Bombay with a cargo; that she was soon found to be unseaworthy; that she was obliged to put into Rio Janeiro in a sinking condition; that on examination her defects were found to arise from rot and decay, and that she was quite worthless, the amount of repairs required far exceeding the value of the vessel when repaired. In consequence of the loss which they had sustained by loss of voyage and uselessness of the vessel, the pursuers claimed £9000 as damages, and tendered back the ship.

The Lord Ordinary (ORMIDALE) found the pursuers' statements irrelevant, and insufficient to support the conclusions, and dismissed the action.

The pursuers reclaimed.

SOLICITOR-GENERAL, WATSON, and MACLEAN, for pursuers, argued—On a sound construction of the contract the defenders were bound to put the ship in a reasonably suitable condition. The obligation to get the ship classed A 1 at Lloyds was intended as an additional guarantee in favour of the pursuers. It was not intended that Lloyds' surveyor should be the sole arbiter of the condition of the ship. There was a contract to put the vessel in a certain condition, viz., that she should be worthy to be classed, and the pursuers are entitled to an issue on breach of contract, as well as on misrepresentation.

LORD ADVOCATE, SHAND, and ASHER, for defenders, argued—There was here a contract criterion, viz., that the defenders should *de facto* get the vessel classed. The defenders have implemented their contract, which was intended to exclude such questions as the present.

At advising—

LORD PRESIDENT—The parties by their contract appealed to a certain test, viz., that the vessel should *de facto* be classed A 1 at Lloyds, and I am of opinion that, unless the pursuers can prove fraud on the part of the defenders, they have no case. The pursuers' averments on the head of fraud, as now amended in the Inner House, are, however, relevant, and entitle them to an issue on that point.

LORDS DEAS and ARDMILLAN concurred.

LORD KINLOCH—The present is a very peculiar case. For it is a case in which the pursuers, having purchased a ship from the defenders, and taken delivery, and paid the price, and employed the ship for several months, propose to throw her back on the hands of the sellers, and to obtain from them repayment of the price, and damages.

The case of the pursuers further exhibits this unfavourable feature, that according to the contract of sale, all that was stipulated from the sellers was, that the vessel was "to be classed nine years A 1 at Lloyds from the date her first class expires, with sails repaired." And it is not disputed that the defenders obtained the vessel to be classed A 1 at Lloyds.

I agree with the Lord Ordinary in thinking that, on the principles which govern an ordinary contract of sale, untainted by fraud, the pursuers are not entitled to the relief sought by them. But I cannot agree with him in holding that the pursuers are excluded from maintaining a case of fraud against the defenders. Undoubtedly it was contemplated between the parties that the classing at Lloyds should be taken as indicating the sufficiency of the vessel as a subject of sale. But this was plainly on the assumption (there could be no other) that this classing should proceed on the understood ascertainment of soundness and seaworthiness implied in being so classed. If to the knowledge of the pursuers the vessel did not possess such soundness and seaworthiness, and the inspection on which the classing proceeded was a mere sham, and in this knowledge the defenders fraudulently prevailed on the pursuers to take delivery of the vessel, I cannot doubt that this is a fraud against which the pursuers are entitled to be relieved. I cannot at present speculate on the extent to which the alleged fraud is or is not rendered improbable by the circumstances of the case. The averment is made, and made I think in terms sufficiently specific and relevant.

I am of opinion that the pursuers are entitled to an issue to prove such a case, but to no other issue.

Accordingly an issue for the pursuers was framed, and approved of in the following terms:—

"It being admitted that by contract dated 20th January 1869 the defenders sold to the pursuers the ship 'Spray of the Ocean,' 805 tons register, to be classed nine years A 1 at Lloyds from the date her first class expires, at the price of £5600;

"It being farther admitted that the said vessel was classed A 1 at Lloyds for nine years following on the expiry of her former first class, and that a certificate of such classification was delivered by the defenders to the pursuers;

"Whether the defenders, on or about 15th February 1869, well knowing that the said vessel was not in such a condition of repair and seaworthiness as to be fit to be classed A 1 for nine years at Lloyds, fraudulently induced the pursuers to take delivery of the said vessel as in implement of the said contract, to the loss, injury, and damage of the pursuers."

Damages laid at £9000 sterling.

Agents for Pursuers—Messrs J. & R. D. Ross, W.S.

Agent for Defenders — Mr James Webster, S.S.C.

Thursday, November 10.

COWIE'S TRUSTEES *v.* THE AIRDRIE MINERAL OIL COMPANY (LIMITED).

Jury Trial—Motion for New Trial—Circumstances under which a new Trial was refused, the judgment being held not contrary to evidence, and the damages not excessive. The correspondence between the parties showed that the defenders had during the existence of a contract made one objection, in which they were held totally wrong by the arbiter, to whom the matter was referred. At the trial they attempted to set up, as a defence, quite another objection, the same in kind, but different specifically. The fact weighed strongly with the Court in refusing a new trial.

Opinion intimated that this change of ground threw an additional burden of proof upon the defenders.

In April 1866 a minute of agreement was entered into between George Cowie, coal master in Airdrie, the original pursuer in the action, on the one part, and the Airdrie Mineral Oil Company on the other, "whereby the said first party" agreed "to sell to the said second party the whole produce and output of the seams of fine gas coal and shale contained in the seam known as the Mussellband seam, and which is in connection with the Mussellband ironstone at Rochsolloch, declaring that the said seams of fine gas coal and shale consist of the gas coal lying immediately above the ironstone, and the seam of shale which lies immediately above said gas coal, and is presently being used in the district for the purpose of oil manufacture, but does not include blaize, at the price of 8s. 3d. per ton, and that as the same is output from the said first party's mineral workings, without reference to the respective proportions of each," and that for the whole period of eleven years from and after Whitsunday 1866. Then followed a provision for an increased price being paid for the said coal in the event of the average price of crude oil rising above eleven pence per gallon. The said seams of gas coal and shale were to be worked out in a certain manner by the said first party, and supplied in certain quantities to the said second parties in their own waggons at the pit mouth, and the said second parties were taken bound to accept delivery and pay monthly for the same, the agreement declaring that in the event "of the price or value of each monthly delivery not being paid to the said first party as hereinafter stipulated, the said first party shall not be bound to continue his delivery of coal or shale until the price or value of such monthly delivery shall have been adjusted and paid, or such consignation or other security for the same, as the arbiter *ad interim* may appoint." Then followed a provision against liability of the said first party in the event of strikes among the miners, and for a rise in price consequent upon a rise in miners' wages above 5s. per day. "And further, in the event of the price of the crude oil falling in the Glasgow market to so low a price as, in the opinion of the arbiter hereinafter named, to render the manufacture of the same incapable of being carried on with reasonable profit to the said second parties, it shall be in the power and option of the said second parties to put an end to this agreement, and the whole obligations under the same, from the date when the same shall be declared to be so incapable of being manufactured." The agreement concluded with a reference of any questions, disputes, or differences arising between the parties in relation to the meaning or intention of these presents, or in the carrying out of the agreement, or of the obligations of the parties under the same, to John Geddes, mining engineer, Edinburgh, &c.

This Mussellband seam, part of the produce of which was thus agreed to be taken by the company from Mr Cowie, is thus described by Archibald Cowie, his son, and one of his trustees. The Mussellband seam lies between the Kiltongue and Virtuewell seams. "It contains 2 inches of maggie (inferior ironstone), 7 inches of mussellband ironstone, 3 inches of gas coal, 10 inches of shale, 5 inches of bonnets (blaize), 3 feet of common blaize, with ironstone ribs." He farther says in his evidence—"Shortly after commencing to take delivery the defenders found fault with certain portions of the seam of shale. They contended they were only bound to take the portion of the shale next the gas coal. We maintained they were bound to take the whole shale in the Mussellband seam, excepting any impurities in the shale—that is to say, extraneous matter in the shale which is not shale at all. They proposed to reject 6 or 7 inches out of the 10 inches of shale. The dispute was laid before the arbiter at the end of 1866, and there it remained for nearly two years. There was no objection made by the defenders to the stuff we were sending them except that which went to the arbiter. In September 1866 we stopped delivery, as for some months we had not been paid for what we delivered. In fact, we had only received £300 to account in the month of May. After September 1866 I offered no further deliveries, but if they had paid our accounts I would have gone on with delivery. In 1867 the market for crude oil fell very much, and after the decision of the arbiter in 1868 the contract was rescinded by agreement as it could not then be worked to profit, the price of oil being so low."

The object of the present action, raised by George Cowie, and insisted in by his sons and trustees, the present pursuers, was to obtain damages for non-fulfillment of the contract on the part of the defenders up to the date at which it was rescinded.

The issue which went to the jury was:—

"It being admitted that the said George Cowie, the original pursuer, and the defenders, entered into the agreement No. 6 of process, dated 17th, 18th, and 26th April 1866:

"Whether, in or about the month of September 1866, and between that time and the 31st of October 1868, or during any part of that period, the defenders, in breach of the said agreement, failed and refused to accept delivery of, and to pay in terms thereof, for the quantities of coal and shale specified in said agreement, or any part thereof, to the loss, injury, and damage of the pursuers?

"Damages laid at £4000."

And the jury's verdict was as follows:—"Find for the pursuers under the issue, and assess the damages at £550."

The defenders moved for a new trial, on the ground that the verdict was contrary to evidence, and that the damages were excessive.

WATSON, with him R. V. CAMPBELL, for the pursuers, to show cause why the rule granted should not be made absolute, argued—The defenders refused to take and pay for a material portion of the shale which they were bound to take. They never were ready to take the whole shale in the Mussellband seam. Our contention is that the real breach of the contract was by them on that point. They were never ready to take the whole; they constantly rejected much that was offered them, and they never made payment, except to the extent of a small sum to account. The defenders attempt to make out that there was a breach of contract on the pursuer's part, in that he was delivering them bonnets and blaize proper as well as shale, and that he was making an advance on the price of shale beyond what he was entitled to make. The correspondence and evidence both show that this was not the case, and that the contract was not broken off on this ground at all. There may have been a little bonnets, as it is impossible entirely to separate them, but the pursuer was ready to allow for them, and he was quite

willing that the price should be adjusted in terms of the agreement. The jury came to a right conclusion when they found that the defenders alone were guilty of the breach of the contract.

SHAND and CAMPBELL SMITH, for the defenders, argued—That the fact was not that the company were refusing to take delivery, but, on the other hand, that they were demanding it, and Mr Cowie refusing to give it. That his excuse about non-payment was clearly not a good one. He had rendered no account for months previously, then, while the parties were before the arbiter upon a point intimately concerning the working of the contract, he suddenly renders his account, and eight days after sends his notice that he was going to stop delivery. It was at that time of the utmost advantage to Mr Cowie not to continue delivery, but rather, if possible, to get the company to refuse to accept than himself to refuse to give delivery. There was pending a question before the arbiter; he was in doubt which way it might be decided, and he knew that if it went against him, and he continued delivery, he might be found liable in very serious damages. But farther, independently of the question which was before the arbiter, Mr Cowie was, as proved by the evidence, actually delivering to them to a large extent material which they were not bound to take even if the arbiter's decision went against them. They were therefore justified in the step they took, and the breach of the contract was on the part of the pursuer.

The correspondence which passed between the parties during the months June to September 1866, was of much importance in determining the question as to whether a new trial should be allowed. The following are the terms:—"*23d June* 1866.—George Cowie, Esq.—Dear Sir,—As our yield of oil has been so very much less than what the company were led to expect, and than what is obtained by other parties working the same seam in the district, I made, at the request of the directors, an inspection of the workings in No. 2 pit, and found that, instead of the gas coal and shale, your men are sending up everything for seven inches or thereby above what is being worked throughout the district, and in many instances everything up to the white brushing. I reported this to the directors, and am instructed by them to call your attention to it, as they cannot believe you can be cognisant of such a departure from the terms of the contract, and to request that you will take the proper steps to have it at once rectified.—I am, dear sir, yours respectfully, for the Airdrie Mineral Oil Co. (Limited), JAMES C. ADAMSON, Manager." To this Mr Cowie replied on 23d June—"I regret to learn from yours of to-day that the yield you are obtaining is less than you expected from the coal and shale. However, you are aware that nothing ever passed between us about the yield. You satisfied yourselves about the quality before, I think, I had the pleasure of meeting you at all. With regard to the thickness of the shale put out, you are aware I never would consent to allow any number of inches to be specified as the quantity to be put out, and it was on that account stated in our agreement irrespective of thickness, and I assert that I am supplying you with the same gas-coal shale as wrought in the district. I admit that pieces of brushing may be found in the shale, but this is impossible, even with any amount of care, to avoid, but should be of trifling importance on the result of the yield. But what your manager considers blaize or brushing and complains of to me is a portion of the seam of shale which it is your bargain to take." On 2d July the company's manager wrote—"In answer to yours of the 23d ult., I am directed to say that the statements made by you are by no means corroborated by Messrs Russell & Stewart, and the other parties who met you when negotiating the contract. They are quite clear it was only the fine gas coal and seam of shale lying immediately above it that was to be supplied at 8s. 3d. per ton, and as nothing else is wrought in the district for the manufacture of oil, the directors moreover consider the contract by which both they and you are bound to be sufficiently distinct on this point. Should you continue to dispute this, the question must immediately be settled by a reference to the arbiter. I have accordingly received instructions, if you still adhere to the views stated in your letter, to take the requisite steps to have this done, and, at the same time to intimate that the company hold you liable for all loss and damage they may sustain through your delivering to them material clearly excluded by the terms of the contract." Mr Cowie replied on 5th July—"I have been making inquiry into the complaints you have made, and find that in the neighbourhood some parties put out the full thickness of the seam of shale, while a number of others put out more or less of it. Your bargain with me is to take the full thickness of the seam, and which you have been getting only to a limit extent since Saturday last. I am quite willing to have the arbiter's opinion taken, or will meet with Messrs Russell & Stewart, and see if some understanding can be come to, and allow matters to run more smoothly." Again, on 12th July, the company's manager wrote—"I duly received your letter of 5th instant, which I have communicated to the directors; and I am instructed in reply to remind you that your contract is simply for the fine gas coal and shale as generally wrought in the district, and that with the blaize or upper portion of the shale-bed you have been sending out they have nothing whatever to do. They therefore consider that no time should be lost in taking the opinion of the arbiter, and that, in the meantime, any meeting with you can lead to no satisfactory result." And Mr Cowie replied—"I have your letter of this date, and have only to say what I mentioned in my letter of the 5th instant—viz., that I am only delivering to you what is your bargain to take, and since you consider differently, you can call in the arbiter to determine who is right. Indeed this should have been done long ago, as I have always told you what I considered was our agreement." The parties accordingly at once went before the arbiter on the point of dispute between them. When his award was obtained, which was not till 1868, it was to the following effect:—"I find that there is no limitation in the contract between the parties to any specific thickness or portion of shale, and no reference whatever to the blueball referred to in the proof, and that the contract includes the entire seam of shale from the gas coal up to but exclusive of the blaes or blaize, or, as it is locally termed, the bonnets, which I find is the natural parting of the shale and blaize: And I find that the words presently used in the district for the purpose of 'oil manufacture' are merely a farther specification of the seam of shale bargained for, lying between the gas coal and the blaize, and to distinguish it from all other

seams of shale which may be found or known to be in connection with any other coal and ironstone, and more clearly to restrict the shale with which the parties were dealing to the seam of shale lying immediately between the mussellband ironstone and the blaize in the said first party's mineral field and workings." On 31st August 1866 Mr Cowie wrote requiring payment of the account which he rendered. The company refused or delayed payment, alleging some objections to the prices charged, and Mr Cowie, a little later, about the 15th September, refused any farther deliveries. From that date no more shale was delivered. It was not till after he raised an action against the company that Mr Cowie got payment for what had been delivered, and after the arbiter's award he raised this action to obtain damages for his loss in consequence of the defenders' breach of the contract. There was evidence of workmen led, but on the whole it was conflicting as to the nature of the output, and of the material actually delivered to the defenders.

At advising—

Lord Deas—The contract here was one by which Mr Cowie became bound to sell, and the Airdrie Mineral Oil Company became bound to take, the whole produce and out-put from a certain seam of fine gas coal and shale. This contract was to last for a period of eleven years; and while, on the one hand, the defenders were bound to take the produce mentioned at a specified price, they were, on the other, entitled to get the whole of that produce at that price. In September 1866 the pursuer refused to send the company any more of the mineral, in respect of their alleged breach of the agreement to take delivery and pay for the same under the contract. Accordingly we have this issue sent to the jury—"Whether the defenders, in breach of the said agreement, failed and refused to accept delivery of, and to pay in terms thereof for, the quantities of coal and shale specified in said agreement, or any part thereof, to the loss, injury, and damage of the pursuers?" Now there is no doubt that between July and September 1866 the company did refuse to take delivery of considerable quantities, and the jury have found that they were not entitled so to refuse. The ground upon which they now say they were entitled to refuse to accept delivery is, that there were quantities of blaize and brushing mixed with the material which they were bound to take. But we see, from an inspection of the evidence, that they were really at the time refusing to take delivery upon quite a different ground, and one which Mr Geddes, the arbiter, in his award distinctly negatived. He found that "there was no limitation in the contract between the parties to any specific thickness or portion of shale . . . and that the contract includes the entire seam of shale from the gas coal up to, but exclusive of, the blaize, or, as it is locally termed, bonnets, which is the natural parting of the shale and blaize." Now I say it is unfortunate for the company that for two years of the time that this contract existed they were contending for a different construction from that contained in Mr Geddes' award. This is quite proved by their own manager and secretary. Mr Adamson, the secretary, says: "The only thing on which we proposed to go to the arbiter was as to the reading of the contract. We always called the inferior shale, which Geddes held we were bound to take, 'blaize,' and I called it blaize in my letters, and I never distinguished in my correspondence between the upper shale and the blaize or bonnets." When we look to the correspondence, we find that what Mr Adamson refused to take was what he called blaize, but which contained a great deal more than bonnets (or the stuff between the shale and the blaize proper), and which Mr Geddes found that the company was bound to take. On the face of this, Mr Adamson was refusing to take delivery on a ground which was not tenable. In all this it turned out that the company was wrong. It may be that there was stuff sent them along with the shale that they were not bound to take—and this could hardly be altogether avoided—but that was not the objection taken all through the correspondence. There the objection was, we are not bound to take anything above the blue-ball. If they are to succeed in their present averment, that there was a large quantity of stuff sent to them that they were not bound to take, they must surely, in the face of the correspondence, make it very clear that such was the case. I must say, when I look at the evidence, that this is not at all clearly proved. It is true there is a conflict in the evidence given by the colliers. But the *onus* of proof lay upon the defenders, and I don't think they have discharged themselves of it. Now, whatever we may think might have been made out upon this point, it was clearly a fair question for a jury, and I see no ground for disturbing their verdict.

The only other question before us is the excess of damages. This is still more a proper jury question; and unless the jury have gone extravagantly wrong on this subject, the Court have not been in the habit of interfering. I think they have been by no means unreasonable in their estimate of the damages. On the contrary, I think they have been rather favourable to the defenders than otherwise. I am therefore for discharging the rule.

Lord Ardmillan—The verdict here is for the pursuers, but I must say that the defenders, in moving for a new trial, impressed me very favourably. I think they made out that there was an overcharge, but instead of requiring that to be returned, they never made any payment at all. Accordingly the jury have found them liable in damages. Seeing that they refused to make the stipulated payments, the pursuer was not the party who broke the contract. I am of opinion that the evidence of the workmen is on the whole more favourable to the defenders than to the pursuers, and I am not suprised that there was some difficulty in weighing and balancing that evidence; but I dont think that there is such a preponderance on the side of the defenders as to warrant the Court in setting aside the verdict. As to the amount of damages, I quite agree in what your Lordship has said.

Lord Kinloch—The substantial question raised in this action was, By whose fault was it that the working of the contract was stopped? If it is clearly made out that it was that of the defenders, then the difference on the subject of price is of no moment whatsoever. The question therefore resolves itself very much into one of fact. Did the stuff supplied by the pursuer include minerals which the defenders were not bound to take under the contract? This was a question for the jury. There was indubitably a conflict of evidence. The jury have determined the question, and, on the whole, I am not diposed to differ from them. Even if I did so, I should not hold this sufficient to entitle me to set aside the verdict.

The amount of damages was, even more than the other, a question for the jury. It was for them to say down to what period the profit was to run. True, the defenders might have applied to the arbiter to get the contract terminated, but unfortunately they did not do so, and they must now take the consequences.

Lord President—I thought this case at the trial one of difficulty, but, at the same time, the difficulties were not legal difficulties. The question was purely one for a jury, but, at the same time, there were so many circumstances bearing upon the main point of the case, that it was always of a perplexing nature. I think I took every opportunity of bringing the case fairly and carefully before the jury, and I observe my charge was an unusually long one. When they returned their verdict I cannot say I thought it wrong. There was indeed a good deal of evidence that bore careful construction and consideration, both as to its bearing and as to its truth, and I cannot say that at that time there was any very definite opinion in my mind one way or the other. I considered that the jury were the proper judges of the matter. But I am bound to say that I have now formed an opinion, and it is that the pursuer was entitled to a verdict. As to the amount of damages given, that was a point upon which a great many questions had to be considered. I do not know upon what system the jury calculated these damages, but I see no reason now why we should disturb their finding

Rule dismissed.

Agents for Pursuers—Maitland & Lyon, W.S.

Agent for Defenders—James Bruce, W.S.

Thursday, November 10.

DAVIE AND OTHERS *v.* THE COLINTON FRIENDLY SOCIETY.

Friendly Society—Alteration of Rules—Arbitration—Registrar's Certificate—Jurisdiction—18 and 19 *Vict.* c. 63, §§ 27, 41. In a reduction at the instance of certain members of a friendly society of a minute of meeting by which the rule as to the period when members became entitled to the benefits of the society had been altered, and of the certificate of the registrar certifying this alteration to be in conformity with law—*Held* (1) That the dispute not being one between an individual member or a person claiming in the right of an individual member and the society, did not come within the arbitration rules of the society. (2) That the registrar's certificate, though necessary to the validity, was not conclusive of the legality of the rules, or alteration of rules, so certified. (3) That in such questions the jurisdiction conferred on the Sheriff by the 41st sect. of the Act 18 and 19 Vict. c. 63, was privative, and excluded that of the Court of Session.

Opinion intimated, that questions with regard to friendly societies might occur which would be proper for the interposition of the supreme court.

This was a reduction at the instance of William Davie and certain other members of the Colinton Friendly Society of a minute of meeting of the said Society, held at Colinton on 14th October 1864, and of a certificate by Alexander Carnegy Ritchie, Registrar of Friendly Societies in Scotland, dated 1st March 1866, "by which minute the rules of the said society were altered, or pretended to be altered, by the adoption of a new rule or alteration in the rules, to the effect that the probationary period of entrants to the said Society should be reduced to one year instead of three years, as under the existing rules of the Society, and by which certificate it was certified, or pretended to be certified, that the said alteration was in conformity with law."

It appeared that the Society had been founded in 1804, remodelled in 1829, and that its rules, certified as in conformity with 10 Geo. IV. c. 56, had, with certain amendments made in 1837, 1844, and 1854, in terms of the then existing Acts, remained the rules by which the Society has been regulated down to the date when the amendment sought to be reduced was made.

By one of the fundamental rules of the Society, as they existed before 14th October 1864, entrants to the Society were obliged to go through a probationary period of three years before they received any benefit from the Society. The amendment upon the rules contained in the minute and certificate hereby sought to be reduced was to the effect that the probationary period of three years should be reduced to twelve months.

Alterations and amendments of the Society's rules were thus provided for. Rule 97 enacted "that all alterations or amendments of these rules must be intimated, submitted, and agreed to, in terms of the Act of Parliament, either by a general meeting of the Society, or by a committee nominated for that purpose at a general meeting. But it is hereby declared that no alteration or amendment shall be made on any of the fundamental laws tending to alter the contributions or allowances, without the report of a professional accountant." The terms of the Act of Parliament, 10 Geo. IV. c. 56, § 9, referred to in this rule, are, "That no rule, confirmed in manner aforesaid, shall be altered, rescinded, or repealed, unless at a general meeting of the members of such society as aforesaid, convened by public notice, written or printed, by the secretary or president, or other principal officer or clerk of such society, in pursuance of a requisition for that purpose, by seven or more of the members of such society, which said requisition and notice shall be publicly read at the two usual meetings of such society to be held next before such general meeting, for the purpose of such alteration or repeal, unless a committee of such members shall have been nominated for that purpose at a general meeting of the members of such society, convened in manner foresaid, in which case such committee shall have the like power to make such alterations or repeal, and unless such alterations or repeal shall be made with the concurrence and approbation of three-fourths of the members of such society, then and there present, or by the like proportion of such committee as aforesaid, if any shall have been nominated for that purpose." In addition to this, the existing Act, 18 and 19 Vic. cap. 63, section 27, enacts, "That after the rules of a friendly society shall have been certified by the registrar as aforesaid, it shall be lawful for such society, by resolution at a meeting specially called for that purpose, to alter, amend, or rescind the same, or any of them, or to make new rules; and it shall be lawful for any friendly society formed and established under any of the Acts hereby repealed, to alter,