which Sir Alexander Muir Mackenzie claims—then Charles Kirkpatrick Sharpe made up another title as heir of provision under the taillie of 1768, and another title as heir whatsoever of Matthew Sharpe. Now under one or other of these there is no doubt that William Sharpe was fully vested in the whole of the subjects, and he disposed of them under his trust-disposition and settlement under which his trustees now claim. Even if he had not made up these titles, the recent Conveyancing Act put an end to the matter, because that Act declares that such a conveyance shall take effect without service, and thus William Sharpe became fully vested in the fee of the whole estate, and entitled to deal with it as he liked, and he has done so. Therefore I think the Lord Ordinary is right on both parts of the case in declaring the full right of William Sharpe's trustees to the estate, and in excluding Sir Alexander Muir Mackenzie from all right and title to it.

The Court pronounced these interlocutors:—

"The Lords having heard counsel on the reclaiming note for Sir Alexander Muir Mackenzie against Lord Rutherfurd Clark's interlocutor of 9th November 1876, Refuse said note, and adhere to the interlocutor of the Lord Ordinary: Find the defenders William Sharpe's trustees, and Sir Thomas Kirkpatrick, and the Rev. W. K. R. Bedford, entitled to additional expenses; and remit to the Auditor to tax the same and to report, and decern."

"The Lords having heard counsel on the reclaiming note for Sir Alexander Muir Mackenzie against Lord Rutherfurd Clark's interlocutor of 9th November 1876, Refuse said note, and adhere to the interlocutor of the Lord Ordinary: Appoint the defender John Ord Mackenzie to lodge in process a draft of the disposition to be granted to the pursuers, and allow the same to be seen by all concerned: Find the reclaimer liable in additional expenses, and remit to the Auditor to tax the same and to report, and decern."

Counsel for Sir Alexander Muir Mackenzie—M'Laren—Keir. Agents—Lindsay, Howe, Tytler, & Co., W.S.

Counsel for General Sharpe's Trustee—Fraser—Gloag. Agents—Mackenzie & Kermack, W.S.

Counsel for William Sharpe's Trustees—Kinnear—G. R. Gillespie. Agents—Gillespie & Paterson, W.S.

Counsel for Sir Thomas Kirkpatrick—Balfour—Low. Agents—W. & J. Cook, W.S.

Counsel for Mr Bedford—Trayner. Agents—Gillespie & Paterson, W.S.

Tuesday, March 13.

FIRST DIVISION.

[Bill Chamber.

BRITISH LINEN COMPANY *v.* GOURLAY (ALEXANDER & BAIRD'S TRUSTEE).

Bankruptcy—Bankruptcy (Scotland) Act 1856 (19 *and* 20 *Vict. cap.* 79) *sec.* 65—*Right in Security.*

A. shipped to a foreign port a quantity of goods of G., to whom the bills of lading were handed, on condition that A. was to receive against the shipment the sum of £2957. G. was given right to hypothecate the goods to his order, and to request his correspondent in the foreign port to remit the proceeds on realisation, likewise to his order. G. was bound to account to A. for any surplus, and was entitled to claim from him any deficiency which might arise. G. handed the bills of lading, and also a duplicate letter of lien and a letter of hypothecation, to a Bank as collateral security for bills held or discounted, or to be held or discounted, by the Bank, bearing the names of A. and G. The Bank were given power to realise and exercise all rights of ownership over the goods. Thereafter G. drew bills to the amount of £2957 on A., who accepted them. The Bank discounted the bills, and G. handed the money to A. A portion of the goods were realised and the proceeds remitted to the Bank, when A. became bankrupt, and the Bank claimed upon his estate for the balance of the £2957.—*Held* that as G. with whom alone the Bank transacted, was holder of the bills of lading, the Bank were entitled to regard him as owner of the goods, and could not be said to hold any security over the estate of A., which, under the 56th section of the Bankruptcy Act, they were bound to value and deduct in order to draw a dividend.

This was an appeal by the British Linen Company against the deliverance of the trustee on the sequestrated estates of Alexander & Baird, merchants in Glasgow. The following were the circumstances of the case as stated by the Lord Ordinary in the note to his interlocutor:—"In December 1874 the bankrupts Alexander & Baird shipped 43 cases of silks, and one sample case in name of Galbraith, Reid, & Company, who are merchants in Glasgow, by the steam-ship 'Irrawaddy,' for Rangoon, to be delivered to Messrs Galbraith, Dalziel & Company of Rangoon.

"The bills of lading of these goods were executed on 16th December 1874, and were on 21st December handed to Messrs Galbraith, Reid, & Company, on the condition that Alexander & Baird were to receive against the shipment £2957, Messrs Galbraith, Reid & Company having full liberty to hypothecate the goods to their order, and to request their friends in Rangoon to remit the proceeds on realisation, likewise to their order; Messrs Galbraith, Reid & Company being bound to account for any surplus, and being entitled to claim for any deficiency which might arise.

"Messrs Galbraith, Reid & Company thereafter paid to Alexander & Baird the sum of £2957. This sum they obtained from the British Linen Company, it being the proceeds of two bills which the Bank discounted for them, in the terms specified in letters passing between them of date 23d December 1874.

"By letters of that date Galbraith, Reid, & Company sent to the British Linen Company the bills of lading, with an intimation that in a week or two they proposed handing them for discount their draft at six months' date on Messrs Alexander & Baird for £2957 specially against the foresaid shipment. By a second letter, of the same date, Galbraith, Reid & Company intimated that the documents enclosed therewith, being the bills of lading, an invoice in duplicate, a letter of lien in duplicate, and a letter of hypothecation, were sent as collateral security for bills held or discounted, or to be held or discounted, by the Bank, bearing the names of Galbraith, Reid, & Company and Alexander & Baird, and they requested the Bank to forward the bills of lading to Messrs Galbraith, Dalziel & Company at Rangoon, with instructions to realise on the Bank's account the goods which the documents represented, and to remit the proceeds to the Bank in first-class bank-paper, such remittances to be applied by them in payment of the above-mentioned bills.

"By letter dated 23d December 1874 the Bank acknowledged receipt of Galbraith, Reid & Company's letter with the inclosed documents, which they accepted on the conditions therein specified, with the further stipulation that they should be entitled to exercise the rights of ownership over said goods, but that no responsibility whatever should be attachable to them for the realisation thereof, or for any remittances connected therewith.

"Next day the British Linen Company sent the shipping documents to Galbraith, Dalziel & Company at Rangoon, with instructions to realise on account of the Bank the goods which the documents represented, and so soon as the goods were realised to remit the proceeds to them.

"On 23d January 1875 Galbraith, Dalziel & Company acknowledged receipt of the documents, and bound themselves to realise the goods as on account of the Bank, and upon realisation to remit the proceeds.

"On 19th January 1875 a bill for £1500 at six months' date, drawn by Galbraith, Reid & Company on and accepted by Alexander & Baird, was discounted by the Bank. On the 23d of the same month a bill for £1457, drawn by Galbraith, Reid & Company and accepted by Alexander & Baird, was likewise discounted by the Bank. The proceeds of the two bills, amounting to £2957, was handed by Galbraith, Reid & Company to Alexander & Reid.

"The debt thus incurred to the Bank has been reduced from time to time by remittances from Rangoon from the proceeds of the goods realised there, and renewal bills have from time to time been granted for the balances remaining unpaid after crediting these remittances. The last of these bills was one for £1205, dated 25th January 1876, drawn by Galbraith, Reid & Company on and accepted by Alexander & Baird. Subsequent to the date of the bill various remittances have been received from Rangoon, leaving a balance still due to the Bank of £588, 0s. 4d.

"A balance of £1970, 1s. 1d. is in precisely similar circumstances due to the Bank in respect of the bills drawn against the shipment of goods on board the 'Martaban.'

"Alexander & Baird's estates were sequestrated on the 29th July 1876, and the Bank claims to rank for the foresaid balances, amounting to £2558, 1s. 5d.

"The trustee has rejected the claim, on the ground that the Bank are bound to value and deduct the value of a portion of the goods shipped as aforesaid still remaining unrealised at Rangoon."

The appellants pleaded—"(1) The Bank not having received any security from Alexander & Baird over the said goods for the amount of the bills discounted by the bank as aforesaid, they are entitled to rank on the estate of the said firm without any deduction in respect of the value of the said goods. (2) The security held by the bank over the said goods in respect of their advances thereon having been received by them from Galbraith, Reid, & Company, any deduction from their claim in respect of such security will fall to be made solely in ranking on the estate of the said firm. (3) Alexander & Baird having transferred the said goods to Galbraith, Reid, & Company for the purpose of raising money thereon by hypothecating the same in security of advances, they can have no legal claim over the said goods until they shall have cleared off the security so constituted thereon."

The Lord Ordinary pronounced the following interlocutor:—

"*Edinburgh, 15th February* 1877.—The Lord Ordinary having heard counsel and considered the note of appeal and whole process, Recals the deliverance appealed from: Finds that the appellants are entitled to be ranked as creditors in terms of their claim, and ordains the trustee to rank them accordingly, &c.

"*Note.*—[*After stating the facts*]—The Lord Ordinary is of opinion that the deliverance of the trustee is wrong. He does not think that in a question with the Bank the goods are to be considered as any part of the estates of Alexander & Baird, the value of which they are bound to deduct in order to draw a dividend, in terms of the 65th section of the Bankruptcy Act. The Bank did not transact in any way with Alexander & Baird, but with Galbraith, Reid, & Company, with whom, as holders of the bills of lading, and therefore as having a title to the goods, they were entitled to transact as owners. The Bank are bound to account to Galbraith, Reid, & Company for the proceeds of the goods, and not to Alexander & Baird. Galbraith, Reid, & Company have stopped payment, and the Bank maintain that they are bound to deduct the value of the goods in ranking on their estate, and not on the estate of Alexander & Baird.

"Alexander & Baird received from Galbraith, Reid & Company the proceeds of the bills, and in respect thereof transferred to them the goods in question. It would seem to be inequitable that Alexander & Baird or their creditors should thus receive the benefit not only of the proceeds of the bills, but also of the proceeds or value of the goods, while Galbraith, Reid, & Company, who advanced the money, are to be deprived of the

benefit of the security which they had stipulated for and obtained."

The respondents reclaimed, and argued—The question was—were these goods part of Alexander & Baird's estate, held merely in security by the Bank as they were held by Galbraith, Reid, & Company, or not? Galbraith, Reid, & Company could only convey to the Bank what right they themselves had; and their right was merely one of security over the goods for the amount of the advance made by them. There remained in Alexander & Baird a radical right to these goods, which would have at any moment revived on payment of the debt.

Argued for the appellants and respondents—The question must be determined according to the state of title at the date of the transaction. Now Galbraith, Reid, & Company held an *ex facie* absolute title, which they gave to the Bank. They dealt with Galbraith, Reid, & Company as owners, and would have been entitled to retain these goods until any claims they might have against Galbraith, Reid, & Company were settled. There was no question here in a dispute between the Bank and Galbraith, Reid, & Company, of whether and to what extent a radical right remained in Alexander & Baird. That might be a difficult question as between Galbraith, Reid, & Company and Alexander & Baird, but this security was solely over the estate of the former.

Authorities—*National Bank* v. *Forbes*, 3d Dec. 1858, 21 Dunlop 79; *Hamilton* v. *Western Bank*, 13th Dec. 1856, 19 Dunlop 152; *M'Lelland* v. *Bank of Scotland*, 27th Feb. 1857, 19 Dunlop 574; *Nelson v. Gordon*, 26th June 1874, 1 Rettie 1093; *ex parte Brett*, 6 Chancery App. 838.

At advising—

Lord President—In this case the trustee has rejected the claim of the British Linen Company in the sequestration of Alexander & Baird, on the ground "that the claimants have failed to value and deduct certain securities held by them over the bankrupts' estates, or part thereof." He goes on to specify that "the portions of the bankrupts' estates over which the claimants hold a security are certain goods belonging to the bankrupts, hypothecated for advances, and held by the claimants." He also rejected the claim, on the ground that the Bank has "failed to allow credit for certain sums of money received by them on the bankrupts' account since the date of sequestration." These are quite separate grounds, and the argument submitted to us proceeded entirely upon the former.

The question in the case then comes to be whether the goods referred to formed part of the estate of Alexander & Baird or not; that they originally did so when these gentlemen were carrying on business and were in solvent circumstances admits of no doubt. The bankrupts were manufacturers of silk and cotton handkerchiefs in Glasgow; the goods in question were intended to be shipped for Rangoon, but as they desired a very full advance upon them they applied to Galbraith, Reid, & Co., who are now also bankrupt, and got an advance of £2957. Of course this was not done without security being given, and the nature of that security is the point on which the decision of the case must turn.

Now, we find that on 21st December 1874 the bankrupts' address Galbraith, Reid, & Co. in the following terms:—"We have handed you bills of lading of 43 cases shipped *per* 'Irrawaddy s.-s,' from Clyde to Rangoon, consigned to order and on our account. Against this shipment we have to receive £2957, and we hereby give you liberty to hypothecate the same to your order, and to request your friends in Rangoon to remit the proceeds on realisation, likewise to your order, handing us any surplus shown in account-current, and claiming from us any deficiency which may arise, and which we hereby promise to pay." The bill of lading accompanying this letter bore that the goods were shipped not by Alexander & Baird, but by Galbraith, Reid, & Co., and were consigned to Galbraith, Dalziel, & Co., who were admitted to be agents for Galbraith, Reid, & Co. at Rangoon. *Ex facie* of the bill of lading Alexander & Baird have no connection with these goods whatever, and the bill of lading must be taken to have been made with the direct intention of creating a title to the goods in Galbraith, Reid, & Co.

Some argument was submitted to us on the question whether under the documents referred to there was a radical right of ownership left in Alexander & Baird to these goods. That is a very doubtful point; for all that Alexander & Baird were entitled to, apart from the documents of title, was, that Galbraith, Reid, & Co. should be accountable to them for the surplus of the price of the goods when sold over the amount to their debt. Whether they had a right to more than that surplus it is difficult to say. But even assuming that they had, still the security given to Galbraith, Reid, & Co. was of the nature of a security giving a title of property to the goods in question. Galbraith, Dalziel, & Co. would undoubtedly be entitled to sell the goods and remit the proceeds to Galbraith, Reid, & Co., and Alexander & Baird could have done nothing to prevent it. The end of the transaction was that the proceeds of the sale were to come into the hands of Galbraith, Reid, & Co. under the obligation (but an obligation not apparent on the documents of title) to hand the surplus to Alexander & Baird. Galbraith, Reid, & Co., after making these advances, drew bills on Alexander & Baird, which they accepted, and then Galbraith, Reid, & Co. proceeded to discount these bills with the British Linen Company, transferring to them the documents of title, and assuming the position of owners of these goods in their dealings with the Bank. Now, what are the terms of the communication they make to the Bank? "We beg to enclose the documents undernoted as collateral security for bills held or discounted, or to be held or discounted by you, bearing the names of Alexander & Baird and Galbraith, Reid, & Co., and we request that you will forward the bills of lading to Messrs Galbraith, Dalziel, & Co., Rangoon, with instructions that they will receive and realise on your account the goods which the documents sent herewith represent, and remit the proceeds to you in first-class bank-paper, such remittance to be applied by you in payment of the above-mentioned bills. It is distinctly understood that you shall have full power to transfer the goods at any time from the said Messrs Galbraith, Dalziel, & Co., Rangoon, to any other house you may think proper for realisation, and to bring this transaction to a close within twelve months from the date hereof; and farther, that no responsibility whatever shall be attachable to you in

respect of the realisation of the goods or otherwise, or in connection with the remittances which shall be made on account thereof." Then there is a specification of the goods, and an enumeration of the documents, viz.—"Three bills of lading; invoice in duplicate; letter of lien do.; Do. of hypothecation." These documents are sent with this letter, and the Bank followed out the power given them, by addressing themselves to the foreign house, and desiring them to realise and sell the goods on account of the Bank. These goods were realised to a certain extent, and the proceeds were transmitted to the Bank; but at the date of the bankruptcy of Alexander & Baird there was still a considerable portion unrealised, and it is plain that the remaining portion is insufficient to meet the advances of the Bank. The Bank's debt will absorb the whole price of the goods.

The question is—Are the unrealised goods to be dealt with under the 65th section of the Bankruptcy Act as part of the estate of the bankrupts? Now, the Lord Ordinary has expressed the law of the case in a single sentence, with which I entirely agree. He says—"The Bank did not transact in any way with Alexander & Baird, but with Galbraith, Reid, & Co., with whom, as holders of the bills of lading, and therefore as having a title to the goods, they were entitled to transact as owners. The Bank are bound to account to Galbraith, Reid, & Co. for the proceeds of the goods, and not to Alexander & Baird." That, in my opinion, accurately expresses the law of the case. Alexander & Baird put their creditors Galbraith, Reid, & Co. in the position of being able to deal with the goods as owners just as much as a man who receives an absolute disposition of property; the transaction between them and the Bank is without any reference to Alexander & Baird at all. On that ground I am of opinion that the trustee has done wrong in rejecting this claim; these goods must be dealt with as belonging to the estate of Galbraith, Reid, & Co. I do not know that it is necessary to say anything on the second ground. There have been certain bills, not sums of money as the trustee seems to think, received since the date of the sequestration by the Bank. But these bills are not yet due, and it would be premature to put them to the credit of account till they have fallen due.

Lord Deas—There are two forms of granting securities over moveable or heritable estate; the first is in the form of a security merely; the other is in the form of an absolute title with an obligation to account; the effect of these is quite different. The rights and duties of the holders in the one case are quite different from their rights and duties in the other. But there is no difference in this respect whether the title is to heritable or moveable property. There is a host of cases referring to heritable property which are just as much in point as those referring to moveable property. The last I remember is the case of *Nelson* v. *Gordon*, June 26, 1874, 1 R. 1093. It is not safe to go to England for authority on a question of this kind, for the principles applicable to heritable securities are quite different, but whether safe or not it is not in the least necessary.

The question here is whether the title in Galbraith, Reid, & Co., and consequently in the Bank, was *ex facie* absolute or not. I am very clearly of opinion that it was. That letter of 21st December 1874 must be read, as your Lordship read it, with the bill of lading, and on the face of the bill of lading the right of Galbraith, Reid, & Co. is without doubt absolute. That that was so understood is shown by the correspondence passing between them and the Bank. It is evident from that correspondence that Galbraith, Reid, & Co. quite understood that they had got an absolute title, and dealt with the Bank as if they could give them the same title, and that is sufficient to settle the question at issue whether this sum is to be deducted from the one estate or the other. I think the goods belonged to the estate of Galbraith, Reid, & Co.

Lord Mure—I concur. The case is one of some little nicety; *ex facie* of the documents that passed between Galbraith, Reid, & Co. and the Bank, the Bank got all the rights they had to give. The Bank stipulated for the rights of owners, and I think they got them. In these circumstances the bill of lading here is good to the same effect as the delivery-order in the case of *Hamilton* v. *The Western Bank* that has been quoted to us.

Lord Shand—The question here is whether these goods form part of the estate, in the sense of the 65th section of the Bankruptcy Act, of the bankrupts Galbraith, Reid, & Co. or of Alexander & Baird. I do not doubt that in any question between these two parties there remained a radical right in Alexander & Baird to these goods; they were put under the control of Galbraith, Reid, & Co. to secure a large advance made by them, but I do not think that they became in any true sense owners of the goods, and accordingly I think that on payment of that advance Alexander & Baird would have been entitled to get their goods back; and so if Galbraith, Reid, & Co. had retired the bill to the Bank and claimed upon the estate of Alexander & Baird they would only have been entitled to rank for the amount of their advance after deducting the value of the goods which formed part of the estate of Alexander & Baird in a question between them. But Galbraith, Reid, & Co. were put in the position of absolute owners of the goods, and were intentionally and deliberately put in that position, and having such a title they dealt with the Bank on that footing; the goods therefore, I think, in the sense of the Bankruptcy Act, must be taken to be part of the estate of Galbraith, Reid, & Co. I may say that it is my opinion that an absolute title is not in any way essential to produce such a result. A person holding a security of a very different kind might be in a similar position. Take the case of a mere bond and disposition in security—if the Bank held an assignation to such a bond they would, in my opinion, be bound to value and deduct it from their claim over the estate of the cedent. But here the title is absolute, and it is not therefore necessary to decide that question.

It may not be necessary to refer to English authority, but I think that the decision of this case is much fortified by the decision of Lords Justices James and Mellish in the case *ex parte Brett*, 6 Chancery Appeals 838. If the law of England were based on specialties I would not of course refer to it, but the provisions of the Bankruptcy Acts are to the same effect. The 99th rule made in pursuance of the English Bankrupt Act of 1869 runs thus:—"A secured creditor, unless

he shall have realised his security, shall previously to being allowed to prove a vote state in his proof the particulars of his security and the value at which he assesses the same, and he shall be deemed to be a creditor only in respect of the balance due to him after deducting such assessed value of the security." In the case of *Brett* the question arose whether goods accompanied by bills of lading, and sent home to an agent in this country for sale, were the property of the home-agent who obtained advances from the Bank. The Registrar held that they were not, but the Lords Justices held that they were, in the sense of the rule I have mentioned. This, I think, is a direct authority.

The Court adhered.

Counsel for Appellant—Kinnear—Mackintosh. Agents—Mackenzie & Kermack, W.S.

Counsel for Respondents—Asher—Robertson. Agents—Maclachlan & Rodger, W.S.

Friday, March 16.

FIRST DIVISION.

[Lord Craighill, Ordinary.

THE EARL OF BREADALBANE *v.* JAMIESON (MARQUIS OF BREADALBANE'S JUDICIAL FACTOR).

Entail—Statute, Montgomery Act (10 *Geo. III. cap.* 51)—*Heir and Executor—Liabilities of Heir and Executor to complete Montgomery Improvements in process of execution at Heir's death.*

B., who was heir in possession of an entailed estate, died when in course of executing Montgomery Improvements upon a mansion-house constituting part of the entailed estate, in accordance with plans and specifications previously obtained. Part of the old house was pulled down for that purpose. After his death a succeeding heir of entail brought an action against the judicial factor on B.'s trust-estate, for declarator (1) that the judicial factor was bound to complete the buildings according to the plans, or at least (2) to restore to the ground a building equal to the old house as it stood before the operations were begun.—*Held* (*diss.* Lord Deas) that as B. had acted in all respects within his powers, and had not contravened the prohibitions or conditions of the entail, the action fell to be dismissed, there being no obligation and no liability between an heir of entail in possession and the succeeding heirs which does not arise out of the fetters of the entail.

The late Marquis of Breadalbane, who died upon 8th November 1862, was heir of entail in possession, under a deed of strict entail dated 5th May 1775, of the lands of Breadalbane in Perthshire, and of Netherlorne and Glenorchy in Argyleshire. Taymouth Castle was the mansion-house on the Perthshire part of the property, and the principal residence of the family; but there was also a mansion-house known as Ardmaddy Castle on the Netherlorne property. It existed prior to the year 1834, when the Marquis succeeded to the property, and was an integral part of the entailed estate, and subject to the provisions and fetters of the entail.

Shortly after the Marquis succeeded as heir of entail, in 1834, he had certain repairs and additions made upon the mansion-house of Ardmaddy, and offices were built. During the period between Martinmas 1837 and Martinmas 1839 a sum of £3275, 3s. 7d. was expended. Of that sum £2456, 7s. 8¼d., being three-fourths, was constituted a burden upon the estate by decree of Court, upon the footing that the operations were improvements to the entailed estate under the Act 10 Geo. III. cap. 51. Plans were subsequently obtained by the Marquis from Mr Gillespie Graham, architect in Edinburgh, in furtherance of a resolution the Marquis had formed to pull down a large portion of the old house and to rebuild and reconstruct it. These were not acted upon at the time, but in May 1862 they were laid before Mr Robert Baldie, architect, Glasgow, who prepared additional sketches or plans, with the view of realising the Marquis' intention to rebuild. Schedules of measurement of the different kinds of work, under reference to these plans, were then prepared, with which tradesmen desirous of offering for the execution of the work were furnished; and under that system contracts were entered into for partially taking down the mansion-house and reconstructing it according to Mr Baldie's plans. After the contracts were entered into, further changes were made upon the plans under advice of Mr Bryce, architect, and in accordance with these the rebuilding and restoration proceeded.

The operations were only in course of being executed when the Marquis died. upon the 8th November 1862, and shortly after his death a correspondence took place between the succeeding heir of entail and the Marquis' trustees as to the respective rights and obligations of parties. The trustees ordered that certain of the works in progress should be completed, that the walls should be finished, and a roof put on a portion of the building which was without protection.

This was an action at the instance of Gavin Campbell, Earl of Breadalbane, the second heir of entail in possession since the death of the Marquis, against George Auldjo Jamieson, C.A., Edinburgh, judicial factor upon the Marquis' trust-estate. The summons concluded, *inter alia*, for declarator "(1) that the defender is bound to erect and construct or to complete the erection and construction of the mansion-house of Ardmaddy conform to the plans prepared by Robert Baldie, as the same were altered and adjusted by James Bryce and approved of and settled by the said Marquess of Breadalbane; (4) that the defender, as judicial factor foresaid, is bound to erect and construct a mansion-house on the said entailed lands of Netherlorne, suitable for the said estate, and of such form, structure, and dimensions as our said Lords may fix and determine, and being at least equal in point of size, accommodation, architectural style, arrangement and construction, to the mansion-house on the said estate before it was taken down or dismantled by the said Marquess of Breadalbane in or about 1862; (7) that the defender, as judicial factor foresaid, is bound to restore the said mansion-house of Ardmaddy to the same state or condition as that