number and value reside in England or Ireland, there is good reason for considering whether the bankrupt laws of England or Ireland should be made applicable to the case. The reason altogether fails when the majority of the creditors reside abroad; for in such a case there is prima facie no more reason for applying the bankrupt laws of England or Ireland than those of Scotland. At all events, an entirely different question arises; and this question I think the statute does not intend to submit to the discretion of the Court.

In the present case I should have been well pleased to have the power of exercising this discretion; for there are strong reasons stated for this bankruptcy being wound-up in England rather than in Scotland. But the statute, for whatever reason, has not, as it appears to me, submitted the matter to my discretion; and this discretion is one which I cannot exercise unless under statutory authority.

Agents for Petitioners—Hill, Reid & Drummond, W.S.

Agent for Respondents-John Welsh, S.S.C.

Tuesday, November 2.

## SECOND DIVISION.

FORBES v. FORBES.

Donation—Advances—Interest. (1) Circumstances in which held that certain advances to a brother were not made on the footing of donation, and were, therefore, recoverable by action. (2) Held that upon such advances as were made voluntarily interest was not due prior to the date of citation, but was due upon sums that had been obtained upon solicitation.

This is an action to recover advances and payments of money made by one brother on behalf of another, between the years 1844 and 1866. The pursuer who had prospered in business made the advances voluntarily to his brother who was less prosperous, and sometimes in embarrassed circumstances. The defence to the action substantially is that the advances were made on the footing of donation; and in regard to the payments made by the pursuer, the defender pleads that they were unauthorised.

The Lord Ordinary (MURE) pronounced the following interlocutor:—"The Lord Ordinary having heard parties' procurators, and considered the Closed Record, proof adduced, and whole process-1st. Finds it admitted that in the month of June 1866 the three bills libelled on, amounting in all to £105, 4s. 2d. sterling, were paid by the pursuer for behoof of the defender, and that the said sum, with interest from the 30th day of June 1866, at the rate of five per cent. till paid, is due by the defender to the pursuer; 2d, Finds that on various occasions between the years 1844 and 1865 the sums of money, amounting in all to £1110 sterling, set forth in statement fourth of the defences, were received by the defender from or on behalf of the pursuer; that it is not proved that the said sums were donations; and that they were advances made in loan, for payment of which the defender is now liable, with interest at five per cent. from the date of the respective advances till paid; 3d, Finds with reference to the mortgage, dated the 8th of December 1864, granted by the defender to Mr Cawthra of Toronto, (1) that in the month of

June 1866 the pursuer paid on account of the defender the principal sum of 2400 dollars, amounting to £480, 19s. sterling, contained in the said mortgage, together with the interest, amounting to £23, 16s. 10d. sterling, due thereon; but finds that this payment was made without any authority from the defender: (2) That by the terms of the said mortgage the said principal sum was not due, and payment thereof could not have been enforced by the creditor till the 8th December 1870, except by entering into possession of the subjects over which the mortgage was granted, in the special event provided for therein: (3) That it is not proved that at the date when the said money was paid there was any such arrear of interest due upon the mortgage as entitled the mortgagee to operate payment of the principal sum, or that he was then taking any steps for that purpose: Finds, therefore, with reference to the said principal sum of £480, 19s. sterling, that the defender is not under this action bound to repay the said principal sum to the pursuer, and to that extent sustains the defences; reserving to the pursuer all competent action for recovery of the said principal sum when the same shall become due; and to the defender his defences: Quoad ultra, repels the defences, and decerns against the defender (1) for the capital sum of £1239, 1s., with interest on the said sum at five per cent. from the 1st day of July 1867 till paid, and (2) for the interest on the said capital sum of £480, 19s. sterling advanced by the pursuer in payment of the said mortgage at five per cent. from the 1st day of July 1867 till paid; and also (3) for the sum of £662, 10s. sterling as arrears of interest due upon the various advances and payments made by the pursuer from the date of said advances or payments till the 1st day of July 1867, as claimed in the fourth article of the Condescendence: Finds the pursuer entitled to expenses, of which appoints an account to be given in, and remits the same, when lodged, to the auditor to tax and report.

Note.—I. The question whether the advances made by the pursuer to the defender, other than the monies paid to retire the three promissorynotes, the defender's liability for which has been admitted, and to pay the Canadian mortgage, were to be considered as donations or as loans, depends mainly upon the import of the correspondence, some passages in which are calculated to give rise to considerable difficulty. But taking that correspondence as a whole, and having regard to the rule laid down both by Lord Stair, 1.8.2, and Mr Erskine, 3.3.92, to the effect that donation is never to be presumed, the Lord Ordinary has come to the conclusion that the evidence is insufficient to prove donation, or to bar the pursuer from now demanding payment of those advances.

"In the defender's own letters, whether addressed to the pursuer or to others of his relations, the advances seem throughout to be looked upon by him as loans. For in the first letter which he appears to have written upon the subject, after he had received the advance of the first £100 sued for, and when speaking of being under the necessity of borrowing money from his uncle, and of the conditions on which that was to be done, he stipulated that the uncle should guarantee to pay the pursuer the money he had lent him. Now this plainly related to the £100 advanced in November 1844, for between that date and the date of the letter in January 1847 no other money had been advanced. There are passages to the same effect, viz., as to

. George's claims,' in others of the letters, and towards the conclusion of the period during which the advances were made, viz., in the year 1861, when the defender again stands in need of assistance, he writes to the pursuer, inquiring 'how much of the money advanced me by you belongs to Margaret' (that is his sister, Mrs Tuach). With reference to these advances he again writes in October 1861: 'I am, therefore, George's debtor for the same and not Margaret's; I don't know when I will be able to repay George.' And in a letter in the same month to Mrs Tuach, he says, referring to the pursuer-' but for him I know not what I would have done; if spared in life I hope to be yet able to pay him.' Viewing the question then in the light of the defender's letters alone, it is plain that he did not consider the advances to be donations, but as loans, which he might be called upon to repay when circumstances admitted of his doing so; and the monies having been so received, nothing short of very clear and unequivocal evidence that it was the intention of the party advancing the money to make a present of it, and never in any circumstances to demand it back, can, in the opinion of the Lord Ordinary, be held to bar a demand for repayment.

"But the Lord Ordinary has been unable to see anything, either in the correspondence, or in the relative position of the parties in this case, to lead to the inference that the pursuer made the advances on any other footing than that on which they were When the advances were made the pursuer, though not in pecuniary difficulties as the defender was, had evidently no large amount of money at command. And when he began the payments in 1844 he was himself in debt to his relatives at home. Then a good deal of the money was advanced to replace monies which the defender had borrowed from his sister, and his liability to repay which he admitted in the letter of October 1861. Others of the advances, again, were made to enable the defender to pay off pressing debts, and to prevent him from borrowing at a high rate of interest from strangers. The circumstances and position of the parties at the time then were not, it is thought, such as rendered it probable that the pursuer would give away absolutely any ready money he could command. And there is, accordingly, in the opinion of the Lord Ordinary, nothing in the correspondence to show clearly that he did, or which can be held to import an abandonment of all intention to ask repayment of the money when the defender should, as now, be in circumstances to enable him to repay it.

"The Lord Ordinary has examined the session papers in the case of Garthland's Trustees, 26th May 1820, referred to by the pursuer at the debate. It is reported on the question of interest only. But the session papers show that there was a lengthened discussion on the merits, in circumstances, as regards the relative position of two brothers, in many respects very similar to the present. The correspondence there shows that the brother in India, in making large remittances to his brother in this country, whose affairs had become embarrassed, used language fully stronger than any which occurs here, indicative of an intention to make a gift, and not to exact repayment of the money as in loan; and yet the Court held, after elaborate written arguments, that such expressions were not sufficient to rebut the presumption against donation, and that the representatives of the one brother were entitled to recover the ad-

vances from the representatives or creditors of the other. And the principle on which the Court proceeded in deciding the subsequent case of Guthrie, January 7, 1821 (S. vol. i, p. 50), seems to have a still more direct bearing on the circumstances of

the present case.
"The main difficulty the Lord Ordinary has felt with reference to this part of the case has been in regard to two or three sums which were sent to the defender when in bad health, to enable him to come home to see his friends; as to which the pursuer seems to indicate that the money used for that purpose, or spent when in this country, was to be considered as a gift. But as the defender did not on either occasion come home, but kept the money, and applied it to other purposes in Canada, which he had no authority to do, the Lord Ordinary has seen no sufficient grounds for dealing with those sums differently from the other advances.

"II. As regards the money advanced to pay the mortgage, it appears to the Lord Ordinary that this claim as now made is premature. By the express terms of the mortgage the principal sum was not payable till December 1870, and could not, in ordinary circumstances, have been exacted by the creditor before that date. And as it is not shown that the pursuer had any authority from the defender to clear off the debt, or that the creditor was in a position, through the interest having run into arrear or otherwise, to operate payment of the principal sum in June 1856, the Lord Ordinary has been unable to find any grounds sufficient in law to entitle the pursuer to enforce at present this part of his claim. But as the property has been cleared of debt through the intervention of the pursuer, and the defender has at the same time been relieved of all claim for interest upon that capital sum, and is, in this view, in rem versam of money belonging to the pursuer, he is, it is thought, now bound to make good to the pursuer the interest upon the capital sum."

The defender reclaimed.

GIFFORD and MACKINTOSH for him.

Solicitor-General and Macdonald in answer.

At advising-

LORD JUSTICE-CLERK-The two brothers, the parties to this suit, went abroad nearly thirty years ago to push their fortunes. The elder, the defender, became a farmer in Upper Canada. The younger, the pursuer, went to India as a surgeon in the Company's service. The elder brother was unsuccessful, and seems to have been engaged in a constant struggle with pecuniary difficulty. The younger slowly but surely made his way to prosperity; and with a generosity which deserves all praise seems to have devoted almost the first of his earnings to his brother's assistance. Between 1844 and 1866 he made a variety of money advances from time to time; and in the end, in the year 1866, he cleared off several debts of considerable amount due by the defender. In the same year, 1866, the defender succeeded to the estate of Millburn, in Inverness-shire, which had belonged to his uncle. The pursuer then demanded from his brother repayment of the sums which had been advanced to him; and the refusal of that demand has led to the present action.

The conclusions of the summons relate to three different classes of advances. They are-First, General remittances made from time to time between the years already mentioned, amounting in all, as is now admitted, to £1110. Secondly, The amount of certain promissory notes due by the defender, and taken up by the pursuer in 1866 from the original creditor in America, in all £105, 4s. 2d.; and, thirdly, the amount of a mortgage for about £500, which was, in like manner, paid up by the defender in the same year.

The advance of these sums is admitted by the defender on the record; and, probably, had they been contested, there is sufficient evidence before us, irrespective of this admission, to have established them. But I shall take the case on the footing which seems to be that desired by the defender himself, that the advances are not disputed.

In regard to the mortgage, the Lord Ordinary has sustained the defences, as regards the principal sum, on the ground that the term of payment stipulated in the mortgage has not yet arrived; but he has reserved action to the pursuer for the amount when that period shall have expired. But he has given decree for the interest which has accrued since the term at which payment was made by the pursuer. The amount due on the promissory notes is not disputed, so that your Lordships have substantially to deal only with that class which embraces the general advances. In regard to these, the Lord Ordinary has given decree for the amount, with interest from the respective dates of advance, at the rate of five per cent. Your Lordships have now to decide upon the arguments which we have heard against, and in support of, this judgment.

The pursuer maintains that these sums were advanced by him to his brother as ordinary loans of money, exigible from the debtor at the will of him, the creditor, and, whether demanded or not, bearing interest from the date at which they were advanced. The defender, on the other hand, contends that they were all advanced on the footing of their having been pure donations, which he was never under any obligation to repay. Both parties refer to the correspondence which has been produced in support of their respective views; and from this source we must form our opinion upon the controversy.

With the best consideration which I have been able to give to these materials for judgment, I am unable to concur in either of the views presented by the parties. I think the correspondence sufficiently proves that these sums were not advanced on the ordinary footing of debtor and creditor, and I think it also establishes that they were not advanced or received as pure donations. I shall shortly state the grounds on which I have arrived at these conclusions.

In the first place, as regards the contention of the pursuer, it will be observed—1. That no document of debt was ever taken or demanded. This, although not conclusive, is undeniably an important element of real evidence, when the contention is that the sums were advanced as an ordinary loan exigible at pleasure. A man who takes no voucher runs the risk, and means to run it, of not being repaid his debt. The pursuer not only took no regular voucher, but took no means whatever to preserve evidence of these advances. The preservation of the correspondence is accidental; and had his debt died, it is doubtful if they could have been established.

2. Many of these advances were spontaneous, offered sometimes in the way of general assistance to the defender, sometimes for the purpose of carrying out his own views of what was desirable for the defender's welfare. Duncan Forbes did not press his brother for money; and in some of the letters

it is almost made matter of complaint that he is so reserved in applying for assistance. On one occasion only, I think, do we find in the correspondence a request by the defender for money. I think it may be fairly presumed that these spontaneous acts of liberality would not have been either offered or accepted on the footing for which the pursuer now contends.

3. Although the correspondence in question continues for more than twenty years, there is not in any one of the pursuer's letters the slightest allusion to repayment of these advances, a fact which is scarcely consistent with the idea that he considered them as invested in the hands of an ordinary debtor.

These elements are to my mind of, perhaps, more importance than the conclusions which may be derived from scattered expressions in occasional letters between members of the same family, expressions often ambiguous and indefinite in themselves, and which cannot be relied on as conveying the full meaning of the writer on questions which were not present to his mind. But the whole strain of George Forbes' letters, and almost every expression which they contain, is in my opinion at variance with the view for which he now contends. All his letters, both those to the defender and those to his brother William and his sister Mrs Tuach, are conceived in the same spirit-anxiety to relieve his brother of his difficulties and a desire to make what surplus funds he could command available for that purpose, without embarrassing his brother with the burden of a debt which he knew he was unable to sustain. I shall not go over the correspondence in detail, but shall content myself by referring to one or two passages which confirm what

The correspondence begins by a volunteer of advances from George:—"I have sent you £100. I shall be able within twelve months to send you Say what you require to carry on properly, and I will endeavour to have it sent you." That is in 1844. There is then a blank till 1852, when we find George writing both to Duncan and to his sister of his desire to pay off Duncan's debts, so that he should start owing no man a shillinga view hardly consistent with a mere change on Duncan's part of his creditor. Speaking of a mortgage for £600, he says: "That I will engage to deal with." All this is with the view of Dancan's returning home, and giving up his farm. This, however, falls through, and in 1856 we have a letter from George very conclusive, as I think, of his existing mind and intentions. He recommends his brother in that letter to come home. He tells him: "You may make your mind quite easy with regard to your wants while at home, for I am not only able but most willing to meet them." He then goes on to say, in a subsequent portion of the letter, "Whatever turns up with regard to the above arrangements, the moment you inform me that you resolve to stick to the place I will send you means to pay off every shilling which you owe, and you need not be uneasy about refunding what will never be required of you.'

Now, whatever else this meant, it certainly must have led his brother, as it would have led any man, to believe that, as far as bygones were concerned, he was not a debtor against whom interest was annually running. I have no hesitation in saying that if this had been George's intention, the expressions which he used were not only misleading, but unfair. No man is entitled

to tell his brother that he need not be anxious about refunding what will never be required of him, while he is all the time keeping a running account for much smaller advances, with the intention of ultimately enforcing interest upon them. The same observation applies to several expressions in the subsequent letters.

It is to my mind difficult for the pursuer to contend that he might at any time, and without regard to his brother's circumstances, have turned round on him, and demanded from him repayment with interest of the sums so generously offered; and if the relative position of the parties had been the same as it was prior to 1866, I should have had the greatest hesitation in saying that the pursuer was entitled legally to recover.

On the other hand, I think it as clearly demonstrated by the letters of the defender that he never for a moment considered these advances as pure donations which laid him under no obligation of repayment. On the contrary, it is clear that he did consider himself as a debtor for the amount. (Quotes from letters.) These letters speak a language not to be mistaken. He declines naturally to take the position of a recipient of a gift. He

assumes that of a debtor.

But while I am thus unable to adopt the views of either of the parties to the extent or effect to which they are respectively pleaded, I cannot say that I feel any difficulty in gathering from the materials before us the real mind and intention of the two brothers in these transactions. I do not know that the legal presumption in such a case affords us much assistance, where the intention is not doubtful. The law presumes against generosity, and in favour of the ordinary course of transactions; a presumption not of law only, but of reason also. Although this presumption may almost be averted in some relations of life, that of a younger brother to an elder is certainly not one of them. There can be no natural or implied obligation of pecuniary assistance in such a case. But in the present instance I hardly think we require to resort to legal presumptions in order to arrive at inferences of fact which seem to me unattended with reasonable doubt. The truth seems to be that these advances were made in the straight-forward and generous confidence which the letters breathe. The object which George Forbes had in view was to relieve his brother from pecuniary embarrassment, and to the extent necessary for that object he never looked for repayment. I think he gave his brother to understand, and that he was entitled to rely on the impression so conveyed, that to the effect of continuing or increasing his difficulties this money would not be demanded from him. But beyond this he never meant to go. I see nothing in the letters to lead us to imply that he relinquished all claim on his brother for these advances should the tide of fortune turn and his brother become prosperous. So far are his letters from implying this, that I think in many of them that possible event was present to his mind, and that his generosity was intended to be measured by his brother's necessities. "You need not," he says, "be uneasy about refunding what will never be required of you. If it is to make you uneasy, I shall never ask for it, and you need not think of it." But I imagine it means no more.

Nor are the terms on which these advances are accepted more doubtful. Duncan Forbes, as any high-spirited man would, repudiates the idea of accepting his brother's money as a gift. He says in substance, I accept your liberality on the footing on which you offer it. If I ever can repay you I shall do so. I hope to pay everything in the end. But until better times come I take advantage of what you are so willing to do.

But better times have come, and the question is, whether there is any legal difficulty to prevent our giving effect to the manifest intention of the parties? I think there is none. If these conditions had been reduced to writing, a court of law must have given effect to them as legal qualifications of the contract between the parties. They were not left to goodwill on either side. I think George Forbes effectually bound himself not to exact this debt while his brother's affairs were involved. I think Duncan Forbes was and is as clearly bound to pay his brother now that his affairs will enable him to do so.

But it would seem to follow from what I have inferred as the terms of the contract of parties, that this debt was not exigible until the condition on which repayment depended should have arrived; and consequently, that interest should not be held to run in the interval. I am prepared to give effect to this result, and am of opinion that no interest should be charged prior to the date of the summons. I think this consequence entirely equitable, seeing that a debtor ought not to be left in ignorance whether interest is running or not; that if the creditor make the right of exacting the debt contingent on a change in his brother's circumstances which might never occur, interest should not run until the occurrence of the event.

In the case of Gathland, two out of the three elements to which I have referred were absent. Vouchers were kept for the debts, and in the correspondence the prospect of payment was constantly alluded to. The funds were advanced to pay debts on which interest was running, and amounted to no less a sum than £10,000.

I think the defender must pay interest on the sums for which he applied. But on the rest of the £1100, I think interest can only be allowed from the date of citation.

LORD COWAN—I concur in the view taken by the Lord Ordinary on the principal question involved in this case.

Where no acknowledgment of debt or obligation to repay has been taken for advances made in such circumstances as this correspondence discloses, there is necessarily difficulty in ascertaining the precise footing on which the money advanced has been sent or given and received. But the primary and an important consideration to be attended to, is the relative position of the parties in advancing and receiving the money. Where there exists such relation between them as to infer a natural obligation to make the advances, -as in the case of father and son, or uncle and nephew, or even an elder brother and younger,—there is room for the presumption that the advances have been made ex pietate, and the presumption will be for donation rather than for debt. The general presumption donatio non presumitur will be overcome, unless there be special circumstances in evidence leading to the opposite inference.

In this case it is important to keep in view that we begin the investigation with the fact that the pursuer and defender did not stand in any position towards each other which imposed on the former any natural obligation to make advances

to the latter, or to support the inference that the advances were made ex pietate. And thus the question of donation or of debt is justly held by the Lord Ordinary to depend mainly, if not entirely, upon the import of the correspondence.

With the exception of the first advance of £100 in 1844, and another of £50 in 1848; the several sums pursued for were chiefly received by the de-The last fender between the years 1853 and 1860. sum in the state was not advanced till 1864, when it was made for a specific purpose which will be afterwards noticed. Now the observation of the Lord Ordinary, which is quite supported by the letters in process—in particular by those of 23rd January 1847, and 21st June 1849-regarding the first advance of £100, is very important, viz., that by the letters referred to this sum is expressly recognised to have been received in Ioan. The advances having thus commenced, the subsequent advances, it is but fair to hold, were of the same character, unless there be circumstances attending those subsequent advances establishing that they were donations in whole or in part. But after carefully considering the letters which passed between them during the whole period from 1853 to 1860, I can find no satisfactory trace of donation having been in the mind of either of the parties.

Most of the advances were made by the pursuer upon hearing of the difficulties in which the defender was placed in Canada, without solicitation on the defender's part for money. Still these moneys were received by the defender, from his own statements in his letters, in the expectation that he would one day be able to satisfy the pursuer's claims and to repay him the advances so generously made. A considerable portion of the advances, however, were made at the request of the defender, as his letters of 4th Dec. 1854 and 5th April 1856, clearly establish. In the one letter he thanks the pursuer for his letter and authority to draw on his London Bankers for £300; states what his object was "in soliciting the use of this sum," and explains that he had then only made use of £100 of it, and that for a different purpose; and in the other letter he explains that he had drawn on the bankers for £100 over the £150 in their hands, having previously drawn £50 in addition to the £100. These letters and others are not consistent with the idea that the advances which from time to time the defender thus received from the pursuer were donations and not loans. Further, there are three sums, as was particularly noticed in the debate, viz., £100 in 1856, £20 in 1860, and the £100 in 1864, which were remitted to the defender for the purpose of paying his expenses in coming home from Canada,—the pursuer having urged the defender, for the sake of his health and for other reasons, on those several occasions to come home to Scotland. And had the money so sent been employed for the purpose to serve which it was given, there might have been no room for the pursuer claiming repayment. But when, in place of being so employedfor the defender did not come home on any of those occasions - he made use of the money otherwise to secure his own purposes,—there seems no reason for excluding the claim for payment of these sums from the operation of the principle by which the claim for his other advances should be

Assuming the advances to have been made on the footing now explained, it was contended that any claim for repayment was departed from by the pursuer, and the letter of 6th May 1856 was in par-

ticular founded on as of that import. That letter bears to have been written hurriedly, in answer to a letter just received, within an hour of the departure of the mail for Europe. Its object was to persuade the defender to return home from Canada immediately for the restoration of his health, which the defender's letters represented to be shattered. And the pursuer urged him to accede to his advice, and, sending him £100 to defray his expenses, tells him "to let no financial consideration prevent his doing so;" and it is added that if the defender resolved otherwise the pursuer would-send him "means to pay off every shilling that you owe, and you need not be uneasy about refunding what will never be required of you." These are, no doubt, strong expressions, and show that in making the advances he did the pursuer had no intention of enforcing repayment so long as his brother's affairs thus But the words do not continued embarrassed. purport a discharge of all claims for repayment, no matter how prosperously the Canadian farm might turn out—by these very advances it might be-or how wealthy comparatively the defender might become by succession to his uncle, whose heir-at-law he was, and to whose estate he has actually succeeded. And this was certainly the light in which the defender himself viewed the matter, as his subsequent letters shew,—as when, in his letter of 26th October 1861, he says that the pursuers "generosity to me is unbounded; but for him I know not what I would have done; if spared in life I hope to be yet able to pay him." This is not the language of a man who holds himself discharged of all claim for repayment of the money he had received. On the contrary, it is the language of one who has been relieved from embarrassments by advances which he felt himself under obligation to repay so soon as he was able. A written obligation that the advances would be repaid so soon as the state of his affairs permitted would have received full effect. And though there be no formal obligation, the letter in my opinion puts the parties in the same legal position.

The question how far interest is due, in the peculiar circumstances of this case, is attended with some difficulty. When debt and not donation has been inferred to be the true character of the transaction, interest has in most if not in all of the cases been allowed. In this case there is, I think, ground for a distinction between the advances generally and one particular class of them. allude to those made upon the solicitation of the defender. The letters of 4th Dec. 1854 and 13th Feb. 1856 refer to this matter, and I think interest ought to be allowed on this part of the pursuer's claim, from the date the money was received by the defender. The other advances claimed stand in a somewhat different situation, and must, I think. be held to have been made subject to the condition that they were not to be exigible until the defender had means to repay the amount; and this condition may be held to carry with it non-liability for interest until the demand for repayment could be effectively made.

LORD BENHOLME and NEAVES concurred.

Agents for Pursuer—Thomson, Dickson & Shaw, W.S.

Agents for Defenders—Gibson-Craig, Dalziel & Brodies, W.S.