view because the recollection of the witness Gow supplies the very important fact that Mr Officer having been notified by Lang of the advent of Megone for the purpose of taking the oath of calumny, and having been pointedly requested to give his personal attention to it, he saw to Megone being conducted by one of his clerks to the Court where this act of perjury was committed.

In my opinion it is proved that Mr Officer lent himself as an instrument to this conspiracy against justice. I think that he covertly furthered it; but if I only believed that, knowing the fraudulent purpose of others, he stood aside or shut his eyes while in fact that design was being carried through in his own office, I should equally hold that he was guilty of misconduct as a law-agent in the sense of the Law Agents Act.

If these transactions had been recent it would have been difficult to avoid concluding that both these gentlemen's names be struck off the roll of law-agents. The interests of society require that the offence of an officer of the Court, for such is every law-agent, who deliberately joins in misleading the Court into a decree shall meet with exemplary punishment. But this offence is not recent, and in the case of Mr Lang his good conduct since those days is well attested. All things considered, we decide that both respondents be suspended from the exercise of their office of law-agents for one year.

This is the judgment of the Court.

LORD ADAM, LORD M'LAREN, and LORD KINNEAR were present.

The Court suspended the respondents from exercising their office of law-agents for one year, and found them liable in the expenses of the respective petitions.

Counsel for S.S.C. Society—H. Johnston—Macfarlane. Agent—R. Addison Smith, S.S.C., Fiscal of the Society.

Counsel for Faculty of Procurators of Glasgow — Jameson — Dundas. Agents—Campbell & Smith, S.S.C.

Counsel for Officer—Comrie Thomson—Guthrie. Agents—Irons, Roberts, & Co., S.S.C.

Counsel for Lang — Dickson — Deas — Agents—W. & J. Burness, W.S.

Wednesday, July 19.

SECOND DIVISION.

[Sheriff of the Lothians.

WELSH *v.* DUNCAN.

Process — Appeal — Competency — Value of Cause—Landlord and Tenant.

The proprietor of a house raised an action in the Sheriff Court against the tenant for £17, 10s. In his condescendence the pursuer stated that he had let the house to the defender at an annual rent of £35, payable half-yearly, and that the first half-year's rent, viz., £17, 10s. had become due, and had not been paid by the defender. The defender alleged that he agreed to pay a rent of £35 per annum for the house provided he got a lease of the house for three years, and the pursuer executed certain alterations and repairs, but that these conditions had not been complied with, and therefore the rent claimed was not due. The Sheriff-Substitute having decerned against the defender for the sum sued for, and the defender having appealed against his interlocutor to the Court of Session, *held* (*dub.* Lord Rutherfurd Clark) that the appeal was incompetent.

John Welsh, proprietor of the house known as Hillhouse Stenhouse, raised an action in the Sheriff Court of the Lothians and Peebles at Edinburgh against George Duncan, praying the Court "to grant a decree against the above-named defender, ordaining him to pay to the pursuer the sum of £17, 10s. sterling, with interest thereon at the rate of five per centum per annum, from the 11th day of November 1892 till paid."

The pursuer averred—"(Cond. 2) The pursuer let the said dwelling-house and ground to the defender for the year from the term of Whitsunday 1892 to the term of Whitsunday 1893, at a rent of £35 sterling payable half-yearly at the usual terms, and the defender entered into possession in April 1892. . . . (Cond. 3) At the term of Martinmas 1892, a half-year's rent of said dwelling-house—viz., £17, 10s.—became due by the defender to the pursuer. The pursuer has repeatedly applied to the defender for payment of said rent; but he refuses, or at least delays, to make payment, and the said sum of £17, 10s. is still due and unpaid. The present action has thus been rendered necessary."

The defender lodged defences, in which he alleged that he had agreed to take a lease of the subjects for three years at a rental of £35 per annum on the condition that the pursuer carried out certain improvements and repairs on the subjects, including the following—the erection of a wash-house, with all modern conveniences, and the erection of a glass-house, and the removal of a wall in the garden. The defender also averred that the pursuer was due him the sum of £7, 17s. 6d. as his share

of the expense of three fowl-houses which he had agreed should be erected at the joint-expense of himself and the defender, and that this sum must in any event be deducted from the sum sued for.

Proof was led, and on 17th May 1893 the Sheriff-Substitute (HAMILTON) pronounced the following interlocutor:—"Finds in fact that the defender has been tenant of the subjects in question since Whitsunday 1892, at a rent of £35 per annum: Finds that only after proceedings for recovery of the rent sued for had been threatened was any complaint made as to the state of the dwelling-house which forms part of the subjects, or that the pursuer had not fulfilled the obligations undertaken by him in connection with the defender's lease of the subjects: And finds it not proved that the pursuer undertook as part of his bargain with the defender to provide a washing-house with fixed tubs and other appliances, to erect a glass-house in the garden, and to remove a wall there: Finds in law that the defender is liable in payment of the rent sued for: Repels the defences and decerns against the defender in terms of the conclusions of the libel."

Against this interlocutor the defender appealed to the Court of Session.

The pursuer took objection to the competency of the appeal, and argued—The conclusions of the action showed that the value of the cause did not exceed £25. The Court could only look at the conclusions of the action; the appeal was therefore incompetent—*Dixon* v. *Bryson*, May 14, 1889, 16 R. 673; *North British Railway Company* v. *M'Arthur*, November 5, 1889, 17 R. 30. The case of *Bayden* v. *Macfarlane*, November 2, 1867, 3 Macph. 7, did not apply, as in that case the defender's liability under an I O U brought the sum sued for above the £25 limit. And in the case of *Thomson* v. *Barclay*, February 27, 1883, 10 R. 694, there were conclusions to the action other than monetary, so this case also was inapplicable.

Argued for the defender and appellant—The appeal was competent. The action was brought really to decide whether there was any lease between the parties or not, and, besides, the condescendence showed that the sum involved was £35, viz., the whole year's rent, although only half a year's rent was sued for—*Cunningham* v. *Black*, January 9, 1883, 10 R. 441; *Drummond* v. *Hunter*, January 12, 1869, 7 Macph. 347.

At advising—

LORD JUSTICE-CLERK—In my opinion this action is incompetent. The sum dealt with in this action is less than £25, and there is a statutory rule that no appeal is to be allowed where the sum sued for is less than that sum. I see nothing in this case making it so special as to furnish a reason for not applying the statutory rule.

LORD RUTHERFURD CLARK—I have had some difficulty as to this case and still have. But as your Lordships are agreed I do not dissent. I think you are applying a most wholesome rule.

LORD TRAYNER—I think this action is on the face of it for a sum below £25, and that it is therefore incompetent.

LORD YOUNG was absent.

The Court adhered.

Counsel for Defender and Appellant—W. Thomson. Agents—J. Douglas Gardiner & Mill, S.S.C.

Counsel for Pursuer and Respondent—Young—A. S. D. Thomson. Agents—Welsh & Forbes, S.S.C.

Thursday, July 20.

SECOND DIVISION.

[Sheriff of Lanarkshire.

M'CARTER *v.* AIKMAN.

Bankrupt — Sequestration — Bankruptcy (Scotland) Act 1856 (19 *and* 20 *Vict. c.* 79), *sec.* 146—*Petition for Discharge Refused because Trustee's Expenses Unpaid.*

A person having got into difficulties, petitions for his sequestration were taken out both by himself and a creditor. The sequestration was ultimately carried out, and a trustee appointed on the latter's petition. The only asset of the bankrupt was a heritable property burdened to the amount of its value at the date of the sequestration. The general creditors therefore got no dividend from the estate. Two years thereafter a petition was presented by the bankrupt for his discharge. The trustee objected, as the expenses of the sequestration, including the law account and his own fee, were unprovided for.

Held (*diss.* Lord Young) that before getting his discharge the bankrupt must pay the expenses of the sequestration to the trustee, or make arrangements with him regarding them.

In March 1891 John M'Carter, whose estates had been sequestrated on 21st February 1889, presented a petition to the Sheriff of Lanarkshire for his discharge in terms of the Bankruptcy (Scotland) Act 1856 (19 and 20 Vict. c. 79), sec. 146.

Patrick Hamilton Aikman, the bankrupt's trustee, opposed the petition, on the ground that the law account incurred by him in the sequestration proceedings and his own fee had not been paid.

The facts of the case are detailed at length in the interlocutors and notes of the Sheriff-Substitute.

On 4th June 1891 the Sheriff-Substitute (ERSKINE MURRAY) pronounced the following interlocutor:—"Finds (1) that the bankrupt J. M'Carter, a rag and metal merchant, Glasgow, acquired a number of years ago a property for £900, on which he expended about £330 in improvements and in the purchase of a right-of-way which had interfered with its value: Finds (2) that recently, he getting into difficulties, peti-