jects. He thought the meaning of the insertion of this section was to make this distinction, and he must decide, not according to what he might think fit and reasonable on the subject, but according to the strict terms of the statute.

FERGUSON *v.* M'CULLOCH.

The grandfather and father of Hugh Ferguson have, and Hugh Ferguson, the heir of the latter, has, since his father's death, possessed a certain portion of ground, the possession extending for upwards of seventy years, on which houses were built and erections made. The ground was part of the estate of Bonhill, which belonged to the ancestors of Mr Smollett, and now belongs to himself. The plots of ground in the neighbourhood were let by Mr Smollett's ancestor on building leases for 99 years, and in the lease of an adjoining plot, that on which the present claim is founded is described as a lot of ground set to John Ferguson. A plan of the village of Alexandria, containing an entry in name of John Ferguson, a series of receipts for rent, and a formal lease dated, however, on the day that the Registration Court was held, constituted the written title of the appellant. The question in law was whether this was a sufficient one either under the 7th or 9th sections of 2d and 3d Will. IV. c. 65.

LORD ORMIDALE observed that the fact of the claimant's name being already on the register of voters rendered it incumbent upon the objector to prove either that he never had the requisite qualification to justify his being placed thereon, or that he had lost it. The question of the sufficiency of the title came to be one of evidence. It was impossible not to see from Emslie's case that in a question directly between landlord and tenant a very slender written title would be enough. He was of opinion that the identification of the ground in right of which the claimant was on the register was sufficient, and also that it was let in 1792 on a long lease, with other adjoining portions of ground. The plan he considered to be a landlord's plan; but he could give no effect to the document said to be a formal lease, and dated the very day on which the Registration Court was held. But he thought there was sufficient writ without it, and therefore was for reversing the judgment of the Sheriff.

LORD KINLOCH concurred, but did not entirely reject the formal lease. Although clearly it would not be sufficient of itself, still, read in connection with the other documents referred to, it was not entirely to be laid out of sight.

Saturday, Nov. 25.

BLAIR *v.* BABTIE.

This was a claim by Archibald Blair, residing in Main Street, Renton, to have his name entered on the register of voters in right of a lease for ninety-nine years, granted by Alexander Smollett, Esq., of Bonhill, in favour of Isabella Clelland, who is now the wife of the claimant. The claim was objected to by William Babtie, writer, Dumbarton, a registered voter for the county, and the question of law, which was decided in the negative by the Sheriff, was, whether the claimant could be legally and validly enrolled in the register, under either the 7th or 9th sections of the statute 2 and 3 Wm. IV., c. 65, or under the operations of those sections now in combination. The Court found that the party claiming had no right to vote under the Reform Act. That statute provided two grounds of claim—the one ownership, the other tenancy; and in section 8 the right of a husband to vote in respect of *property* belonging to a wife was conceded. But a lease was not *property;* and whatever might be said as to the equity of allowing such a claim, the Court must decide according to the strict terms of the statute. They therefore confirmed the judgment of the Sheriff.

Wednesday, Nov. 29.

KINNIBURGH *v.* DONALDSON.

The voter's father was sequestrated under the bankrupt statute in 1860. The subjects on which the voter stands registered belong to him and his father as *pro indiviso* proprietors. The voter's own half is insufficient to give him the requisite qualification, but in 1854 his father's share was exposed to sale, under articles of roup containing the usual clauses, by the trustee under the sequestration; and the voter was the highest offerer for the subjects. The usual minute of preference and obligation to grant a bond for the price was executed. It does not appear that a bond was granted, but the voter deponed that he gave to his father the money to pay the price, but that it seems he had not paid it. The voter's father continued in possession of part of the subjects as the tenant of the voter, but paid no rent. The other part was let, and the rent was drawn by the father under authority granted by the voter, who deponed that thus he drew the rent. The father died two years ago, and the voter has subsequently drawn the whole rent. There was no discharge under the sequestration, but there never was any procedure or interference by the trustee. Under these circumstances the Sheriff decided that the voter was not entitled to be retained on the register as owner under section 7 of the Reform Act.

LORD ORMIDALE observed that this was a purchase made by the claimant at a public sale under articles of roup with the usual conditions. One of these was that the highest offerer should be required to grant bond with caution for the price. But it does not appear that the bond was ever asked for. Eleven years had elapsed, during which the claimant had been in possession; and if the seller did not insist upon delivery of the bond he must be held to have waived his right to demand it. The claimant had a good written title in the minute of preference at the sale, and he therefore was of opinion that the judgment of the Sheriff should be reversed.

LORD KINLOCH was also of opinion that there was here a good written title in the minute of enactment followed by possession. There was, no doubt, a clause in the articles of roup as to the finding of caution; but that was not a suspensive condition. Whether the want of the bond of caution should or should not annul the sale was optional to the seller; and when we find eleven years have elapsed without the seller making any demand we must presume that the seller waived the condition.

The Sheriff's judgment was therefore reversed, and the respondent's objections repelled.

Thursday, Nov. 30.

DONALDSON *v.* COLQUHOUN.

A lease was granted by Sir James Colquhoun of Luss to George Colquhoun and his four sisters. In the clause of obligation for rent George Colquhoun bound and obliged himself on his own and his sisters' account, and throughout the lease mention is made of the "tenants." But the lease was signed by George Colquhoun only, and receipts for rent were granted to him alone. The rent was £92, payable half yearly. The question of law was whether, under the circumstances of the case, George Colquhoun was to be held the only party in whose favour the lease was granted, and therefore the only person having right to vote as tenant under it. The Sheriff decided in the affirmative, but to-day the Court reversed and sustained the objection, remarking that under section 34 of the County Voters Act they had no alternative but to decide the simple question of law presented to them in the special case prepared by the Sheriff.

DONALDSON *v.* GRAHAM; DONALDSON *v.* M'NEILAGE; DONALDSON *v.* FERGUSON.

These cases all involved the same question—viz., Whether, under section 9 of the Reform Act, a tenant who lets his house furnished for a portion of the year loses his qualification as a voter, as not possessing the twelve months' continuous personal occupancy required by the statute. The Sheriff decided in the negative; but after debate their Lordships reversed and sustained the objections.