1830, 8 Sh. 952; *Christie and his Trustee* v. *The Caledonian Railway Company*, December 18, 1847, 10 D. 312; and *Stewart and Others* v. *The Greenock Harbour Trustees*, June 8, 1864, 2 Macph. p. 1155, for sustaining the title of the petitioners in the present application. It may be that the Corporation of Edinburgh and others might also have been entitled to complain, but the Lord Ordinary was referred to no authority, statutory or otherwise, for holding that they alone had the right and title to do so, and that the petitioners had no such right and title.

"2d, As it appears to the Lord Ordinary that the only parties whom it was necessary or essential to call as respondents to the application, viz., the Tramway Company, have been called, he has repelled the second plea in law for the respondents, to the effect that all parties interested have not been called. At the same time, it rather appears to the Lord Ordinary that, before further procedure, it would be well to have the process intimated to the Corporation of Edinburgh and the Road Trust, who are referred to in the Tramway Acts as the local and road authorities, in order that they may compear for any interest they may think they have, if so advised. But as nothing was said as to this at the last debate, the Lord Ordinary has thought it right to give the parties an opportunity of speaking to the point, before deciding whether such intimation ought or not to be made. He does not anticipate that the petitioners can have any objection to the intimation referred to being made.

"3d, As the Lord Ordinary can find nothing in the Tramway Acts sufficient to exclude the present application, in respect of the reference clauses on which the pursuers' third plea is founded, he has repelled that plea. It appears to him that the clauses referred to are applicable to other and different matters from that now in question."

The Tramways Company reclaimed.

The SOLICITOR-GENERAL, SHAND, and MANSFIELD for them.

SCOTT and ROBERTSON in answer.

The Court unanimously adhered.

Agent for Pursuers—D. F. Bridgeford, S.S.C.

Agents for Defenders — Lindsay, Paterson, & Hall, W.S.

Friday, March 8.

MANNERS *v.* FAIRHOLME.

Friendly Society—Permanent Injury—Compensation.

A member of a friendly society having sustained an injury which resulted in the amputation of the forefinger of his right hand, applied to the District Branch of the Society under a rule which provided that £100 should be given out of the funds of the Society to any member who could produce "to the Executive Council satisfactory medical and other testimony of such permanent disablement." The Branch were satisfied with the claim, but the Executive Council refused it, on the ground that the medical testimony of permanent disability was unsatisfactory. *Held*, in an action at his instance against the Society, that the Executive Council was the proper judge of the testimony adduced, and action dismissed.

This was an action at the instance of a member of a Friendly Society against the president and office-bearers of the Kirkcaldy branch of the said Society, for the sum of £100, alleged to be due to the pursuer under the rules of the Association, and in consequence of his having been disabled from working by an accident. On 24th March 1866 Manners had the forefinger of his right hand amputated. He obtained medical certificates that he was permanently disabled from working as an iron-turner, and applied to the Society under Rule 23. By this rule it is provided "that any free member, not more than 16s. in arrears, who may, by losing a limb, or having one disabled by accident, or otherwise, or through blindness, imperfect vision, apoplexy, epilepsy, or paralysis, be rendered permanently unable to follow any of the branches of trade mentioned in the preamble of these rules—provided such was not the result of intemperance or other improper conduct—shall receive the sum of £100, on the production to the executive council of satisfactory medical and other testimony of such permanent disablement."

The Kirkcaldy branch were desirous of granting the request, but the council, not being satisfied with the nature of the medical testimony adduced, refused it.

The executive council referred to in Rule 23 is constituted according to the 9th Rule of the Society, and consists of thirty-seven members, appointed by the branches therein referred to. By the 4th section of that rule it is enacted that "the local council shall consist of the eleven members appointed by the branches of the London district." That six members of the council shall form a quorum, and shall transact the ordinary business of the Society.

By the 7th branch of the 9th Rule it is enacted, with regard to appeals, that "the council shall decide in cases of appeal, such decision to be final, except in the case of a branch, which, being dissatisfied with a decision of the local council, shall appeal to the general council, or in a case where a branch may give notice of its intention to appeal to the delegate meeting, in accordance with the 34th Rule. In all cases of appeal to the general council the members of the local council shall not form part of the general council during the hearing of these appeals, but shall be represented by one of their members, elected by them for that purpose." And by the 3d branch of the 34th Rule there is power given to have the judgment of the local council reviewed by the provincial members of the general council, as a court of arbitration, as follows:—"Any branch feeling aggrieved with the decision of the local council, shall have the power to appeal to the provincial members of the general council, as a court of arbitration, constituted in accordance with the 7th clause of the 9th Rule; and, if the branch be dissatisfied with the decision of that court, it shall have the power to appeal to the delegate meeting, by giving notice of its intention to do so. But, in case of appeal against the decision of the general council, the branch appealing shall only be allowed to appeal after complying with such decision." Delegate meetings are constituted according to Rule 29, and by the 5th branch of that rule it is enacted that "whatever is agreed at the delegate meeting shall be binding upon all the members." The delegate meeting is composed of delegates from each branch of the Society in the United Kingdom, in Australia, and in the United States of America. The rules of the Society are not certified by the Registrar of Friendly Societies. But provision has been made by the statute applicable to friendly societies, 18

and 19 Vict. c. 63, for the settlement of disputes arising in uncertified societies, like that of the defenders. The 44th section of said statute enacts that, "in the case of any friendly society established for any of the purposes mentioned in section 9 of this Act, or for any purpose which is not illegal, having written or printed rules, whose rules have not been certified by the Registrar, provided a copy of such rules shall have been deposited with the Registrar, every dispute between any member or members of such society, and the trustees, treasurer, or other officer, or the committee of such society, shall be decided in manner hereinbefore provided with respect to disputes, and the decision thereof, in the case of societies to be established under this Act, and the sections in this Act provided for such decision, and also the section in this Act which enacts a punishment in case of fraud or imposition by an officer, member, or person, shall be applicable to such uncertified societies: Provided always that nothing herein contained shall be construed to confer on any such society whose rules shall not have been certified by the Registrar, or any of the members or officers of such society, any of the powers, exemptions, or facilities of this Act, save and except as in and by this section is expressly provided."

Further, the 40th section of said statute enacts, as to the determination of disputes, as follows:—"Every dispute between any member or members of any society established under this Act, or any of the Acts hereby repealed, or any person claiming through or under a member, or under the rules of such society, and the trustee, treasurer, or other officer, or the committee thereof, shall be decided in manner directed by the rules of such society, and the decision so made shall be binding and conclusive on all parties without appeal; provided that, where the rules of any society established under any of the Acts hereby repealed shall have directed disputes to be referred to Justices, such disputes shall, from and after the 1st day of August 1855, be referred to and decided by the County Court, as hereinafter mentioned."

The defender pleaded, *inter alia*—"(1) This action is incompetent, in respect that the dispute in regard to the claim made must, by the rules of the Society, be decided by the councils therein specified. (2) No jurisdiction, in respect that the members of the local council and of the executive general council, who alone have power to decide upon the pursuer's claim, are all resident out of Scotland. (5) The pursuer not having produced the testimony required by the 23d Rule to the general council as to his permanent disability, the defenders ought to be assoilzied. (6) The pursuer not being permanently disabled, the defenders ought to be assoilzied."

After a proof, the Lord Ordinary (GIFFORD) pronounced this interlocutor and Note:—

"*Edinburgh, 30th November* 1871.—The Lord Ordinary having heard parties' procurators, and having considered the closed record, proof adduced by the parties, and whole process, repels the pleas stated in defence, and decerns and ordains the defenders to make payment to the pursuer of the sum of £40, 15s. sterling, being the balance of the sum sued for, after deducting therefrom the sum of £59, 5s., being the amount of sick money admittedly received by the pursuer from the defenders up to 15th April 1870, together with interest at the rate of five per cent. per annum on the said balance of £40, 15s. from said 15th April 1870 and until paid: Finds the pursuer entitled to expenses, and remits the account thereof, when lodged, to the auditor of Court to tax the same and to report.

"*Note.*—The defenders in this case are the office-bearers of the Kirkcaldy branch of the Amalgamated Society of Engineers, Machinists, Millwrights, Smiths, and Patternmakers. The defenders are in the full administration and management of the whole affairs of the said branch, and are in possession of its funds. By the laws of the Amalgamated Society it is provided (preamble) that 'every branch of this society shall appoint its own officers and conduct its own business,' and it is proved that the defenders receive the whole contributions of the branch, and make all disbursements therefrom to their own members and contributors.

"Such being the case, the Lord Ordinary thinks that the parties called as defenders are the proper parties to defend the action, and that the action is rightly laid against them. The defenders' pleas of no jurisdiction, in respect that the action should be laid against a London committee, none of whom have either residence or funds in this country, appear to be ill-founded.

"No action would lie against either the London or the provincial committees, even if there were jurisdiction, for these committees or councils, as they are called, have not the funds from which the pursuer's claims, if well-founded, are to be paid. The general council has a mere power of equalising branch funds, but this power does not appear to have been exercised as to the Kirkcaldy branch funds, and at all events it is not pretended that the Kirkcaldy branch has no funds to meet the claim. The Lord Ordinary reads the laws as constituting each branch a separate society, with merely certain duties and relations to the Amalgamated Society to which it is affiliated.

"The next, and the most important question, in the case is, whether the pursuer's claim is not excluded by there having been a decision against him by the tribunal appointed by the laws, which decision, either by the laws themselves or by the provisions of the Friendly Society Acts, is not subject to review.

"The laws of the amalgamated societies, and which are binding on all the branches, are somewhat complicated and difficult to read. Indeed, some of the provisions are not very easily reconciled with others, and it requires both attention and construction to reach a fair and consistent interpretation. The Lord Ordinary is of opinion, after carefully considering the whole laws and the whole minutes, that there is no proper decision at all against the pursuer's claim, and that, even if there were, that is, even if the minutes of the London council could be held to be a decision against the pursuer, that decision is not made final to the exclusion of the present action either by the laws or by the Friendy Society Acts.

"The pursuer, on 24th March 1866, met with an accident to his right hand while at work at his trade. The greater part of the forefinger had to be amputated, and the second and third fingers were much crushed. The pursuer's case is that this accident has prevented and will permanently prevent the pursuer from practising his trade as an iron turner, and that he is in respect thereof either entitled to the superannuation allowance, or to the allowance for permanent disablement provided under the laws of the society.

"Evidence has been led before the Lord Ordinary as to whether the pursuer is or is not perma-

nently disabled from working at his trade by reason of the injuries which he sustained in March 1866. The evidence led by the pursuer and defenders is conflicting, but the Lord Ordinary has no hesitation in saying that the preponderance of evidence is in favour of the pursuer. The Lord Ordinary prefers the evidence of Dr Handyside and Dr Bell to that of Dr Dunsmure and Mr Annandale, not only as more satisfactory in itself, but as more in accordance with what the Lord Ordinary holds to be the real evidence in the case. The evidence might have been better on either side, both parties apparently declining or omitting to call the medical gentlemen who at the time of the accident and subsequently attended the pursuer. But, as the evidence stands, the Lord Ordinary, acting as a jury, holds it to be sufficient. He cannot altogether lay out of sight the successive certificates which the pursuer obtained, and from time to time submitted to the defenders and to the London council; and though the verity of these certificates has not been proved by calling the gentlemen who granted them, the fact that they were submitted, and never questioned or objected to, is a material fact in the case. If, therefore, the claim were a mere claim resting upon the evidence in process, the Lord Ordinary would hold it to be sufficiently proved.

"But the present judgment is supported on other and different grounds.

"The branch Society of Kirkcaldy has never decided against the pursuer, or refused to admit his claim. On the contrary, it appears that the branch Society of Kirkcaldy was unanimously in favour of giving the pursuer the £100 due under the 23d Rule. The branch authorised a committee of their number to negotiate with the pursuer, that if he would give up all claim on the Society he would receive the £100, and this was reduced to writing by Mackie, is No. 24 of process, and was duly reported to the Society. This settlement or compromise was really a most wise and beneficial arrangement for the defenders, for if the pursuer, instead of the £100, were to get either continued sick money or superannuation allowance, it would soon come to a far larger sum.

The obstacle against payment did not come from the Kirkcaldy branch at all, who seem to have been quite satisfied with the evidence of the pursuer's permanent disablement, and who had employed and paid their own doctor, who had certified to this effect. The objection seems to have come from the local council in London, who, for some untold reason, which could not even be explained at the bar, seemed to have been not satisfied with the certificates transmitted. So far from the Kirkcaldy Society opposing the pursuer, they even appealed in his favour to the executive council—an appeal which, though taken more than two years ago, has not yet been disposed of, and it is difficult to say when it will be.

"But the Lord Ordinary is of opinion that the London council or the 'local council' had no right to object to the Kirkcaldy branch paying a claim which the Kirkcaldy branch were satisfied was justly due, and regarding which they had made a special contract with the pursuer himself. Each branch is to manage its own business, and pay its own claims, and is to all intents and purposes a separate society; and although in certain cases the funds of one branch, when superfluous, may be made to contribute to the deficient funds of other branches, the Lord Ordinary has found nothing in the laws entitling the executive or general council, much less the mere local council of London, to interdict a branch from paying sick money, or superannuation, or any other benefits, to its own members, when the branch is satisfied that such benefits are really and honestly due.

"The local council no doubt has reprimanded the Kirkcaldy branch for entering into the agreement with the pursuer about the £100. Nay, it even finds fault with the branch for paying 6s. to its own surgeon for examining and giving a certificate regarding the pursuer, which was quite satisfactory. It is thought the local council had no right to interfere thus, for that is not allowing each branch to conduct its own business and make its own payments, but is arrogating to a mere London committee, chosen by London branches, and in whose appointment the Kirkcaldy branch has not the slightest say, power over funds with which they have no concern, or at least no concern except for a special purpose of equalisation.

"The defenders maintained that the local council or committee was made final on appeal. This is not so. It is the executive council which is final on appeal. But there was no appeal at all to the executive council either by the pursuer or by the Kirkcaldy branch, who were quite agreed. It is impossible to read the provision that satisfactory certificates shall be transmitted to the executive council as an appeal in any sense, or as entitling the executive council or the local council, which is a different body, arbitrarily to say that the certificates are not satisfactory. In the present case the certificates were quite satisfactory in themselves; but it is sufficient to say that they were quite satisfactory to the persons who were to disburse the funds.

"The effect of depositing the laws of the Amalgamated Society with the English Registrar was much commented on. It is doubtful whether deposition in England would have any effect as regards a Scotch branch, which is, for purposes of contribution and of distribution and payment, and even for all purposes, a separate society. But apart from this, the finality clauses in the Friendly Society Acts are quite inapplicable to the present case, where there is no competent decision of any kind to which these clauses can apply.

"It was admitted that under the laws the pursuer cannot have both sick-money and the £100 benefit 'for the same complaint' or injury, and as the pursuer admitted that he had received £59, 5s., the Lord Ordinary has deducted this from the sum sued for, but he has given interest on the balance from the date when the sick allowance ceased.

"As the pursuer has been throughout successful, he is entitled to expenses. The defenders ought to have settled in terms of the written bargain made by their authority by Mr Mackie. Indeed they would have done so but for the action of the local council. In the Lord Ordinary's view, this litigation has been wholly caused by the improper conduct of that council."

The Society reclaimed.

FRASER and HALL for them.

BURNET and RHIND in answer.

The Court unanimously recalled the Lord Ordinary's interlocutor, and dismissed the action.

LORD COWAN—To estimate at its just weight the objection so ably stated in the argument of the senior counsel for the defenders to the interlocutor of the Lord Ordinary, it is necessary to attend to the precise nature of the pursuer's claim,

and the circumstances in which it has been advanced.

The pursuer, in 1847, became a member of the Friendly Society referred to in the record, established at Kirkcaldy, and which afterwards became a branch of the Amalgamated Society of Engineers, Machinists, Millwrights, and others, carrying on its operations by means of branches formed in all parts of England, Scotland, and Ireland, and also in Australia, Canada, United States, and other foreign parts. This Society is conducted according to rules to which all the members of the several branch Societies are bound to conform, and a printed copy of which is in process. The preamble to the rules sets forth—that for the benefit of its members the Society shall be divided into branches, and that "every branch of this Society shall appoint its own officers, and conduct its own business in the manner set forth in the following rules." Various regulations are stated as to the election of office-bearers of the branches, and their several duties, and their remuneration, to which it is not necessary to refer. Then follow rules as to the scale of entrance money and the contributions or payments to be made by the members; and by rule 15, ℣ 8, it is provided—"the contributions paid by members shall be held for and devoted to the payment of the benefits held out by these rules, and such other objects as the rules contemplate." These benefits are specified in subsequent rules, most of which are what may be called ordinary benefits, and others extraordinary. Rule 17 provides for allowance to members out of work, subject to the provision therein made. Rule 19 provides for cases of sickness or lameness, in which cases notice is prescribed to be given to the secretary of the branch, according to the form placed at the end of the rules, and the secretary is then to order the stewards to visit the sick member, who is declared entitled to 10s. per week for twenty-six weeks, and 5s. per week so long as he continues ill. And rules 20 and 21 have regard to the same matter. All these are, by the express terms of the several rules, committed to the management of the branch society, to which the sick member or members may belong. And passing over, in the meantime, rule 23, which I am inclined to regard as providing an extraordinary benefit, there follow certain regulations as to superannuation, which also appears to be left to the regulation and decision of the several branch societies. And so likewise as to the funeral allowances and others provided for in rule 25, I see no reason to doubt that, as regards any of those matters, any member entitled to the benefits of the society in one or other of these respects may insist on having his rights recognised, examined, and satisfied by the branch society to which he specially belongs, and to whose funds his contributions have been paid. And had the present action related to any such claims, I would have had little hesitation in adopting the views of the Lord Ordinary, as explained in the note to his interlocutor. But it is all material, as regards the disposal of the present action, that the claim advanced in the summons and record has exclusive reference to the pursuer's alleged right to the benefits secured by rule 23 to members permanently disabled by accident or other special cause.

The 23d rule, ℣ 1, on which this action is thus laid, provides that any free member not in arrear of his contributions, who may, through the causes therein specified, "be rendered permanently unable to follow any of the branches of trade mentioned in the preamble of these rules, provided such was not the result of intemperance or other improper conduct, shall receive the sum of £100 on the production to the executive council of satisfactory medical and other testimony of such permanent disablement," subject to the proviso, in regard to the rule as to the superannuation benefit, that such member not having been in the Society eighteen years or attained the age of fifty at the time of such disablement, "must accept this benefit in preference to any other." This is the rule on which the present claim is exclusively laid, and to establish which it is indispensable that the condition attached to the right of the pursuer to receive the sum be fulfilled—that is, the production to the executive council of satisfactory medical and other testimony of the alleged permanent disablement. It is not the branch society or its members to whom this production of evidence is to be made, and who are to be satisfied. It is to the executive council that the evidence is to be submitted, and who are to be satisfied. Unless this condition be implemented, there is no ground on which the claim for the £100 can be judicially recognised.

The non-recognition of the conditional character of the benefit conferred on members by this 23d rule appears to me to be the fallacy on which the reasoning of the pursuer, in support of the Lord Ordinary's interlocutor, proceeds. It is nothing to the purpose to say that the branch society and its office-bearers were satisfied with the evidence. That is not the condition of the right conferred. The "executive council" alone is the body to whom the duty and power of considering and deciding upon the evidence is exclusively committed. Nor can the party claiming this benefit justly complain of this provision. For, in the first place, it is prescribed by the very rule on which alone his claim rests; in the second place, he is not left destitute by its refusal, as he has the other benefits of the society, on which he may rely; and, in the third place, when this constitution of the "executive council" is examined, it is not so unwieldy and inaccessible a body or court in its actings as may at first sight appear. The executive council is provided for by rule 9. It is to consist of 37 members, to be appointed by the branches specified, and of whom there are local members and provincial members. Section 4 of the rules declares that the "local council shall consist of the 11 members appointed by the branches of the London district," and that "6 members of the council shall form a quorum, and shall transact the ordinary business of the society; but in all cases of emergency they shall convene a meeting of the general council." And, by section 7, it is provided that the council shall decide in cases of appeal, "such decision to be final, except in the case of a branch, which, being dissatisfied with a decision of the local council, shall appeal to the general council," and so forth. It cannot be said that these provisions of this 9th rule are free of ambiguity; but it appears sufficiently clear that the ordinary business of the "executive council" is to be transacted by the "local council," subject to the supervision of the general executive council. And as regards such claims as the present, while it is provided that the "executive council" must be satisfied with the evidence of permanent disablement, it is, I think, to be inferred, having regard especially to the evidence of the general secretary, Mr Danter, that it is the "local council" by whom that matter, in

the first instance at least, shall be judged of. How a claim of the kind here made is to be brought under the notice of the executive council, or its acting committee the local council, is not defined. The claim, however, was fully brought under their cognisance by the branch society, of which the pursuer was a free member. The procedure followed by the pursuer on the occurrence of the accident by which he was disabled was first of all to get himself placed on the sick-list, whereby he became entitled to the regulated weekly allowance. This was duly paid him from the time of his disablement in 1866 until the institution of this action in April 1870,—the amount he has thus drawn being £59, 5s. Thereafter, apparently on the suggestion of the defenders themselves, who thought their funds might thereby be ultimately benefited, the pursuer advanced this claim for the £100, under the 23d rule. The branch were satisfied with the evidence of permanent disablement, and put themselves in communication with the general secretary of the executive council, with the view of the claim being considered by them. A good deal of communication ensued between the branch and the general secretary on the subject; and ultimately the local council intimated that the testimony produced to them was not satisfactory, and on that account no sanction was given for payment of the pursuer's claim. It appears that against this resolution, as suggested by the general secretary, an appeal has been entered to the executive council itself by the Kirkcaldy branch. Whether this can be recognised as a legitimate proceeding may be doubtful, but it appears to have been adopted with the sanction of the pursuer, and at all events it was taken for his behoof, so that in terms of the 23d rule he might have the benefit of a judgment by the general executive council, should they see fit to adopt a different view of the matter from that taken by the local council. That appeal has not been disposed of, but I do not see any trace of objection having been taken to its competency. In any view, however, it is certain that the condition, on fulfilment of which alone a claim under the 23d rule can be maintained, remains unsatisfied. And yet this action has been brought into Court as if the condition had been purified, and the amount was due and exigible.

This being the true state of the case, it appears to me impossible to hold that this Court can enter on the investigation whether the evidence, medical and other testimony, ought to have satisfied the executive council, or whether there was disablement caused by the accident which entitled the pursuer to this allowance of £100. A different tribunal has been declared to be the Judges of that evidence, and to be under the rules alone competent. Hence, I think the proof that has been gone into is so far objectionable and inadmissible; and I do not consider that the Court are called or entitled to judge of its effect.

The defenders urged that there was no room for an action in any circumstances against them for payment of this sum, and no jurisdiction in this Court at all to entertain such an action. I am not prepared to acquiesce in the views that were so strongly pressed as to these matters. Had the executive council, through their local council, held the medical and other testimony satisfactory, I am far from thinking that, in the event of payment not being made to him, the pursuer could not have insisted in proceedings against the branch society, seeing that it was out of the funds under their charge and in their hands that payment fell to be made. In such a situation it became one of the recognised benefits, to satisfy which these funds were declared to be held by the branch society. The actual state of matters, however, does not require that the question thus raised should be decided. It is enough for the disposal of this action that the claim put forward by the pursuer is not supported as it required to be under rule 23, and has been, in any view, prematurely insisted *in by* judicial procedure directed against the defenders.

In conclusion, I may observe that the result of these proceedings may possibly prove more prejudicial to the defenders than to the pursuer, seeing that his right to the sick allowance, which has been stopped because of the institution of this action, may very possibly be held to revive. This, indeed, was stated in course of the argument to be the result of his present claim being disallowed, so that, as contended, he will not be left destitute, pending the discussion of the claim by the general executive council. But with this contingent claim the Court, under this record, are not called on to interfere judicially.

On the whole, I am of opinion that the interlocutor of the Lord Ordinary should be recalled, and this action dismissed.

Agent for Pursuer—J. A. Gillespie, S.S.C.
Agent for Defender—John Galletly, S.S.C.

Thursday, March 14.

INGRAM *v.* HASTIE.

Poors-Roll.

A man, earning 20s. a-week as a clerk, without incumbrances, *refused* admission to the poors-roll.

KIRKPATRICK moved the Court to remit the case to the Reporters. The applicant was in such a position of life that he required the whole of the 20s. a-week, which he earned as a clerk, for his maintenance. If he were obliged to spend money in litigation, he would not be able to live as he had done. He would then not be able to continue in his situation, and would have no means to litigate with. Thus the refusal of the poors-roll would be a practical denial of justice.

TRAYNER, for the respondent, opposed the remit, and quoted cases in which persons who were earning much less than the applicant were refused admission to the poors-roll. The object of the appellant was to obtain reduction of a decree of divorce which was obtained more than two years ago, and was not reducible.

LORD COWAN—I do not think that a case has been stated sufficient for admission to the poors-roll. We have nothing to do with the nature of the action. It is the Reporter who must be satisfied that the applicant has a *probabilis causa*. What we have now to decide is, whether the circumstances are such as to permit of our putting the applicant on the roll. It is contrary to our practice to admit a man who is earning 20s. a-week, in good employment, and with no one dependent on him. In one of the cases referred to, a man with 15s. a-week, and with children, was refused the benefit of the poors-roll. I doubted if he should not have been admitted, but the other Judges thought otherwise.