

in the present case, had no rent to receive at that term, and had no communication with his tenant.

No 107.

Answered; It is the uniform practice in Edinburgh and its suburbs, for the tenant who means to remove at Whitsunday to give intimation to the landlord at the Candlemas preceding, and for the landlord to give similar warning when he means to resume possession of his property. Accordingly, it is immediately after that term that houses let to most advantage; and it becomes a fair presumption, when no intimation of an intention to change is given on either side, that the contract is renewed for another year. In such cases, therefore, there can be no room for applying the general rule of law with regard to warnings; and least of all in the present case, where, from the tenant's long continuance in possession, the landlord had no reason to presume, and it cannot be pretended that the tenant had formed, an intention of removing.

THE LORDS, upon advising the petition, with answers, being of opinion that the notice was sufficient, remitted to the Lord Ordinary to pass the bill of suspension.

Lord Ordinary, *Dreghorn*. For the Suspender, *Rolland*. Alt. *Forsyth*.
D. D. *Fol. Dic. v. 4. p. 224. Fac Col No 180. p. 427.*

Act of Sederunt, 14th December 1756.

1763. December. Mrs-MARY CAMPBELL of Boquhane against ROBERTSON.

A TENANT being in arrear a full year's rent at Whitsunday 1763, a process was brought against him by the landlord upon the act of sederunt 1756, either to remove or to find caution for the arrears and for the rent of the five following crops. Three days after the action was called before the Sheriff, the defender paid up his whole arrears, and got a receipt for the same, which he produced in process. The Sheriff, however, judging it sufficient that the defender was a year in arrear when the process commenced, decerned in terms of the act of sederunt. But the cause being brought before the Court of Session by a bill of suspension, the Court were unanimous that in a process upon the act of sederunt, the tenant can neither be decerned to remove nor to find caution, unless a full year's rent be due at the date of the decree; and therefore appointed the bill to be passed.

Fol. Dic. v. 4. p. 224. Sel. Dec. No 211. p. 277.

No 108.
A tenant cannot be decerned to remove upon the act of sederunt, nor to find caution, unless a full year's rent be due at the date of the decree.