inventories." How could she do otherwise? "That Lady Don gave her 12s. for a ticket in the stage-coach." This is admitted to be a favour, and it may impute in the question as to *quantum* of damages.

Covington. If a master may turn off a servant in this precipitate manner, without cause and without warning, so also may a servant leave his master without warning. This would be exceedingly inconvenient. When a tenant is obliged to remove without warning, it has been found that the master, although not bound to give a regular warning, was bound to make notification to the tenant.

President. Notice is absolutely necessary on the part both of master and servant: without it there is tacit relocation. Were it otherwise, the consequences would be ruinous, especially to servants.

On the 14th July 1779, "The Lords found the pursuer entitled to L.5 as a half-year's wages; to L.6 : 6s. as board wages, and to expenses of process;" altering Lord Monboddo's interlocutor.

Act. R. Corbet. *Alt.* P. Murray, Ilay Campbell.

1779. *July* 29. Charles Maitland *against* John Neilson.

LOCUS PŒNITENTIÆ.

Neilson, by a missive, not holograph, became bound to enter into a Tack with Maitland, containing all the usual clauses; and a counter missive, agreeing to that proposal, was signed by Maitland, though not holograph of him. A scroll of the Lease was made out, but they differed on some articles, and Maitland did not obtain possession. In a pursuit against Neilson by Maitland, to implement and sign the Tack, the Lords held the missive not probative, though Maitland acknowledged his subscription; and found that, as it was covenanted there should be a Tack in writing, there was still a *Locus Pœnitentiæ.*

[*Fol. Dict. III.* 395; *Dict.* 8459.]

Braxfield. The writing by which this bargain is constituted is informal: the subscription is not denied; but that is not enough in *this* case. It *is* enough when writing is only necessary *in modum probationis,* but not so when writing is necessary to the constitution of the obligation. *Here* there is a tack for a number of years:—a tack for more than one year is not valid without writing. It is said, "I must at least have a tack for one year." The answer is, "No: for it was specially covenanted that there should be writing; and until writing was adhibited, the bargain remained incomplete."

Covington. A tack for one year was contrary to the intention of both parties: the ground was waste, and therefore no profit could have arisen from one year's possession.

Kaimes. Where there is an express agreement to reduce a bargain into writing, the bargain is not completed until a formal writing is made out.

Monboddo. If a subscription is once acknowledged, there is no danger of forgery, and consequently no occasion for witnesses.

Hailes. The observation contradicts what the Lords found in the noted case, *M'Kenzie* against *Park*, and in various cases decided since that time, on the principles then established.

President. This case shows the necessity of adhering to forms. When people do things in a hurry, they leave clauses to be hereafter adjusted by courts of law; not so when a formal writing is coolly and deliberately executed.

On the 29th July 1779, " The Lords assoilyied;" altering Lord Covington's interlocutor.

Act. A. Rolland. *Alt.* G. B. Hepburn.

1779. *November* 17. Lin Dillon *against* John Campbell of Blithswood.

TAILYIE.

[*Faculty Collection, VIII.* 190; *Dict.* 15,432.]

Monboddo. The intention *here* is, to lay a burden on the entailed estate: There is a statute, and a wise one, which, under certain conditions, allows burdens to be laid on the entailed estate; but *that* is when the heir in possession does himself expend the money. The case *here* is different: the heir expends nothing. He draws a large rent, and leaves a burden on his successors. On this ground I would alter; but I would adhere, supposing that the tenement in question was an urban tenement, and not falling within the statute which authorises entails.

Covington. May not an heir of entail make a bargain to this purpose:— The tenant shall be at the expense of inclosing, and shall have an equivalent at the expiration of the lease. This would be a burden on the next heir: it is not a debt contracted, but a purchase made, accrescing to the entailed estate.

Kaimes. I thought that, on the footing of meliorations made, the interlocutor was right.

Braxfield. An heir of entail may meliorate the entailed estates, but not so as to risk the very existence of that estate: he cannot meliorate it, by burdening it with debt on which, to the ruin of the estate, adjudication may follow.

President. Gave up his former opinion.

On the 17th November 1779, " The Lords assoilyied;" adhering to the interlocutor of Lord Braxfield, Ordinary, and altering their own interlocutor.

On the 13th January 1780, they adhered to this interlocutor.

Act. R. Cullen. *Alt.* Ilay Campbell.

Diss. Kaimes, Gardenston, Covington.