

charge, and accepted of twelve shillings from Lady Don, to defray the expense of her journey, over and above her wages, assoilyie from this process.”

And to this interlocutor the Lords, on advising petition and answers, adhered.

MASTER AND TENANT.

1776. July 12. SIR WILLIAM MAXWELL *against* JOHN M'MURRAY.

ON advising a bill of advocation, John M'Murray against Sir William Maxwell; the Lord Justice-Clerk, 29th June 1776, remitted the cause to the Sheriff of Wigton, with this instruction, that he find “That, by the common law of Scotland, a tenant is restrained from deteriorating a farm, by mislabouring or over labouring the same, contrary to the usual practice in the country, without any special clause in his tack expressive of such limitations.” And this day the Lords unanimously refused a petition, and adhered. See Stair, p. 331; Bank. B. 2, *tit.*, 9, § 21; Erskine, p. ; Durie, 6th February 1633, *L. Haddo against Johnston*.

1776. July 23. DICK *against* ROBERTSON.

AN obligation on a master to make what reparations on a bleaching field, dwelling-house, barn, &c. are necessary, does not bind him to make meliorations; as for example, to make a canal through the bleachfield for watering the cloth by scoops, instead of carrying water for that purpose. Meliorations and reparations are different.

BUCHANAN *against* STARK.

IN a lease set by Buchanan to Stark,—Stark became bound “to keep and maintain the whole housing on the said lands in a sufficient tenantable condition.” The Lord Pitfour, Ordinary, found that this clause did not liberate the master from the obligation, incumbent upon him, to put the houses in repair at the tenant's entry; that this obligation was implied. And therefore the Lords refused a reclaiming petition without answers, and adhered.