

the tack. This was the opinion of Lord Justice-Clerk, Lord Kennet, and Lord Covington. Braxfield and Westhall thought differently.

In this case of Crawford and Whiteford, a good deal depended upon what was to be considered as a homologation by the master, of an assignation granted by the tenant to his son; and this was said to be the case of the decision *Sir G. Suttie* against *Burn*, the counterpart of the case *Hepburn* against *Burn*.

The decisions cited were, *Marquis of Tweeddale* against *Saunderson*; *Hepburn* against *Burn*; *Sir George Suttie* against *Burn*.

Upon the whole the Lords sustained the defences for the tenant, and assoilied from the removing, 16th June 1778. They did not give any *ratio decidendi*, but seemed to go upon different grounds; some upon the ground that an assignation by a father to a son was competent, though assignees were excluded, and some on certain homologations of the assignation by the master. On a reclaiming petition they adhered without answers, but refused expenses.

1773. August . POLLOCK against CRAIG.

MR Pollock of Airtherly agreed to grant a tack of his lands of Wraes to Craig for nineteen years. The tack was duly extended by Pollock's writer, and signed by the tenant, and put into the hands of the master, where it remained for sixteen years, during which time the tenant possessed the farm, but the tack was never signed by the master. In 1769 Mr Pollock wrote a letter to the tenant, promising that what lime he should lay upon the farm he should have nine years' produce of it; or, if he should not bruik the farm so long, that it should be referred to two honest men, what he should have, for not getting said nine years' produce. And, in consequence of this letter, the tenant laid on lime, and, as he alleged, improved the farm.

In 1771, when there was yet three years to run of the original tack, the master brought a removing against the tenant before the Sheriff. The tenant founded his defence on the tack, with possession following, and left in the heritor's hand, though not signed by him. The Sheriff however decerned in the removing; but, in an advocation, the Lord Monboddo, 1771, found the tenant, in consequence of the possession following on the tack, and other acts of homologation, entitled to continue his possession during the whole nineteen years of the tack; and gave expenses. In this judgment parties acquiesced.

Afterwards, in 1773, the master brought a new removing. The tenant founded on the missive about the lime. The Sheriff decerned in the removing, "reserving action to the tenant, as accords, for what money the pursuer ought to pay him, for not getting payment of the lime he may have laid on the lands libelled."

The tenant presented a bill of advocation, which Lord Monboddo refused. The tenant reclaimed to the Lords, pleading for the nine years' produce of the lime, at least to keep possession till in this process his claim was liquidated and the money paid. But (as I think,) the Lords adhered.