

some further internal reparations suggested by Mr Paterson: still, however, Mr Greenlaw stuck by the decret of Presbytery, insisting not only for a slate roof, but for a blue slate roof,—to have the walls heightened, and garrets made, &c. On report of Lord Hailes, of date 31st July 1778, Lord Hailes, Lord Monboddo, and Lord Covington, thought that the Presbytery had power to order a manse to be repaired, but not to be enlarged: they had power, no doubt, to see that every minister was provided in a competent manse; but after this was once done, to their satisfaction, by a formal declaration, that the manse was sufficient, or by tacit acquiescence, they could demand no after enlargement of it. Lord Gardenstone and Lord Westhall thought this construction too strict, and that, in every event, every minister ought to have a competent manse. Upon the question, “The Lords, in place of the reparations on the manse and offices in question, specified in the Presbytery’s decret, approved of the reparations made and agreed to be made thereon, in terms of Mr Paterson’s report, and remitted to the Ordinary to proceed accordingly,” &c.

MASTER AND SERVANT.

1779. *January 16.* MARGARET BAIRD, Widow of John Brown, *against* LADY DON and SIR ALEXANDER DON.

THIS day, in a question betwixt Lady Don and Mrs Brown, whom my Lady had hired as housekeeper to her son Sir Alexander, to enter at Whitsunday 1777; the Lords were of opinion, *1mo*, That although, in hiring servants, it is usual, in Scotland, to compute their wages at so much *per annum*, yet it is understood that servants are not hired for the year, but for the half year, unless it is otherways bargained. *2do*, That it is necessary for master or servant, where they mean to give the other over, to give previous intimation thereof.—A *modicum tempus* was mentioned, but no particular number of days was mentioned. *3tio*, That, notwithstanding the necessity of this previous intimation, where a servant at a term receives his or her wages, without complaint, gives up the charge committed, and departs,—this is a sufficient acquiescence, and they cannot afterwards object the want of intimation. *4to*, The Lords were of opinion, that, where servants are hired to go to the country, it is usual for the master to be at the expense of bringing them to their place of service; but then it is usual for them to be at the expense of carrying themselves back again.

In this case, Lord Monboddo pronounced this interlocutor:—“As it is not denied that the respondent went away peaceably, gave up the things under her

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