

descendence came in, it turned out that, in place of a full explanation of the nature of the defender's looms, the whole that had passed was, that Miss Murray said she knew the nature of a twist-wheel or mill; for she had seen one Miss Hay making twist for fringes. This was evidently a very different species of manufacture from what Buchanan proposed to carry on; and, for any thing that appeared, the walls of the house might have been sufficient to have supported the stress of any work of that kind.

Observed on the Bench: It is a principle founded in good sense, that an artificer is presumed to know his own business, and whether it is of such a sort as to be a nuisance to another. A landlord is not presumed to know it. Indeed the fact is now admitted that she did not know the nature of the work to be hurtful to the tenement.

“ The Lords adhered to the Lord Ordinary's interlocutor, decerning for payment of the rent.

Act. *Ilay Campbell.*

Alt. *Wight.*

Clerk, *Campbell.*

*Fac. Coll. No. 216. p. 165.*

1780. *January 14.* JOSEPH SYMINGTON *against* ANDREW CRANSTON.

Cranston let to Syminton a dwelling house, with a malt-barn, kiln, &c. situated within the precincts of the Abbey of Holyroodhouse, warranting his possession against “ any stop or impediment whatsoever;” but no mention of any thirlage was made in the lease. After he had possessed some years, however, a claim for multures was made on the tenant by the proprietor of the mills of the Barony of Broughton, the premises making part of the Barony, and being thirled to its mill.

Symington then sued Cranston in an action of relief, founded on the clause of warrantice in the tack, and on an allegation of his total ignorance of the existence of the thirlage, while that fact must have been well known to his landlord.

The Court, however, found, That the landlord was not bound to relieve the tenant of the thirlage; and therefore “ Assoilzied the defender.”

Act. *G. Ferguson.*

Alt. *Wight.*

Clerk, *Campbell.*

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*Fac. Coll. No. 100. p. 192.*

1780. *July.* JAMES DEWAR *against* JOHN AITKEN.

Johnston, after granting to Geddes an heritable bond over a house belonging to him, sold the house to Aitken.

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No. 92.

Whether a proprietor is bound by a general clause of warrantice to relieve his tenant of a thirlage?

No. 93.

Absolute warrantice, what its extent?