

DOUGLAS  
v.  
MONTEITH.

Verdict—For the defenders.

*Hope, Sol.-Gen. and A. M'Neill, for the Pursuer.*

*Moncreiff and Shaw for the Defender.*

(Agents, *James M'Donald, w. s., and Charles Festus, w. E.*)

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GLASGOW.

PRESENT,

LORDS CHIEF COMMISSIONER, AND PITMILLY.

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DOUGLAS v. MONTEITH.

1826.  
Sept. 19.

Damages for injury caused to one house by operations on the adjoining house.

DAMAGES for injury done to a house by alterations made in the adjoining house, and for the anxiety and inconvenience occasioned to the pursuer and his family by these alterations.

DEFENCE.—The operations were legal, and conducted by authority of the Dean of Guild. The house of the pursuer was cracked before, and was to be taken down. The defender offered to repair any injury done by his operations.

ISSUES.

“ It being admitted, that the pursuer is proprietor of a house in Argyle Street, in Glasgow, and that the defender is proprietor of a

“ house, fronting to Buchanan Street, in the  
 “ said city, and immediately (next) adjoining to  
 “ the house of the pursuer :

“ It being also admitted, that the defender  
 “ applied to, and obtained from the Dean of  
 “ Guild Court of the said city, authority to  
 “ make certain alterations on his, the defender’s  
 “ said house ; and that the same were accord-  
 “ ingly made :

“ Whether the operations performed (altera-  
 “ tions executed) by the defender, upon his  
 “ said house, by virtue of the said authority,  
 “ caused injury or damage to the said house of  
 “ the pursuer ; and whether the defender was  
 “ bound and obliged, or became liable to in-  
 “ demnify the pursuer for the said injury and  
 “ damage ? Or,

“ Whether the operations carried on by the  
 “ defender, in making the alterations aforesaid,  
 “ were illegal and improper, and to the loss and  
 “ damage of the pursuer ?”

*M’Neill* opened the case.

*Jeffrey*, for the defender, said, This would prove a case of contrary evidence ; and also contended that the defender was not bound to repair injuries done by lawful operations carried on within his own territories, unless they were

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improper and rash. That if the operations were carried on with caution and circumspection, he was not answerable for the consequences, as a party cannot be subjected in damages where there is no blame, excess, or negligence. In the recent case in Edinburgh negligence was proved.

*Cockburn.*—As to the principle stated by the other party, I maintain that the principle of law is against him, and that every thing done within burgh which brings down a neighbour's house is wrong. In Edinburgh the operation was held improper, because it cracked the neighbouring house. In the present case no penal damages are sought; but the defender must pay for the injury he has done.

**LORD CHIEF COMMISSIONER.**—This is a case for you, (the jury,) and the only question is the amount of damages. The Court hold that damages are due, as they cannot sanction the doctrine, that the defender is not to pay for the damage done by his operations. All question of liability is at an end; and the only question is the amount, which you must fix on a consideration of the testimony of the different witnesses, some of whom speak on theory, some on fact.

Verdict—For the pursuer, damages L.300.

*Cockburn* and *D. M'Neill*, for the Pursuer.

*Jeffrey* and *Jardine*, for the Defender.

MILLS  
v.  
ALBION IN-  
SURANCE CO.

GLASGOW.

PRESENT,

LORD CHIEF COMMISSIONER.

MILLS v. ALBION INSURANCE COMPANY.

1826.  
Sept. 20.

THIS was an action brought to recover the sum of L.2000, insured on the Robert Bruce steam vessel.

Finding that an English Insurance Company had agreed to insure a steam-vessel at sea.

DEFENCE.—The policy excluded the risk at sea.

ISSUE.

“ It being admitted, that, on the 27th or  
“ 28th day of August 1821, the steam vessel  
“ called the Robert Bruce, the property of the  
“ pursuers, was destroyed by fire while at sea,  
“ on her voyage betwixt Liverpool and Dublin,  
“ Whether the defenders promised and agreed  
“ to insure the pursuers to the extent of  
“ L. 3000, or about that sum, from all loss and