

fold, without covering part of the paper on which the witness himself has wrote.

On the 18th January 1776, "The Lords repelled the reasons of reduction;" adhering to Lord Auchinleck's interlocutor.

*Act.* A. M'Conochie.

[Petition refused without answers.]

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1776. *January 19.* MUNGO MURRAY *against* ALEXANDER BUCHANAN.

WARRANTICE—TACK.

Not pleadable in bar of payment of the rent against a lessor, whose lessee, an artificer, was forced, by authority, to desist from carrying on his trade in the house let, and afterwards deserted by him on account of its being a nuisance to the neighbours, and endangering the tenement.

[*Faculty Collection, VII. 165 ; Dict. 16,636.*]

HAILES. As the defender declines going into a proof, we must hold that the person acting for the pursuer did not know the nature of the looms to be set up. It is proved, by the judgment of the Magistrates, that the house could not bear the weight and motion of those looms: this of itself is pretty good evidence that the latter did not know their nature; but the tenant ought; and, by taking a house for which his work was unfitted, he excluded the chance of another tenant, and must therefore pay the rent.

PRESIDENT. The judgment of the Magistrates must be held as just, for it has not been brought under review. The woman did not know the nature of the looms; but the workman himself ought to have known it.

GARDENSTON. It would be a strange sort of warrantice, that the letter should warrant the house to be fit for the tenant's business. The tenant himself ought to see to that.

On the 19th January 1776, "The Lords decerned for the rent;" adhering to Lord Covington's interlocutor.

*Act.* Hay Campbell. *Alt.* A. Wight.

*Diss.* Kennet, Stonefield, Alva.

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