

and concerning that the natural possession, without the Hazard of Ejection, is made in a writ of Subpoena, or by the Tenant, or by the Sheriff, upon which the Tenant takes his English Writ in the Hands of a Notary.

a Backtick may be also pursued to pay the Backtick Duties resting on to find Caution for those in Time coming, and upon his failing to do so, he may be summarily removed and his Backtick declared null & void. 1602 Rhine contra Rhine and Dunear 30 Novemb. 1608 Burdon contra Dick. A Tenant of Lands within Burgh may be removed if he is behind in Payment of his Duty, unless he find Surely for the Future; in the same Manner as Tack men of Land in the Country may be removed 16 Januar. 1677 Cunninghame contra Halyburton. But a Sheriff is not competent Judge in extraordinary Removing of this Nature against Tenants for non Payment of bygone Rents and finding Caution in Time coming 22 Novemb. 1601 a Tenant of Bothwell of Plebo contra his Master 2. A Tack may be declared null by the Tenants Renunciation. ~~But a Sheriff is not competent Judge in extraordinary Removing of this Nature against Tenants for non Payment of bygone Rents and finding Caution in Time coming 22 Novemb. 1601 a Tenant of Bothwell of Plebo contra his Master 2. A Tack may be declared null by the Tenants Renunciation.~~ Not only expired but even standing Tacks may be severed from by an express Renunciation: but with this Difference, that an Instrument of Renunciation of an expired Tack, doth sufficiently manifest the Overtaking and Acceptance thereof; whereas an Instrument of Renunciation of a standing Tack, doth not prove the Master's Acceptance of the Renunciation Stair Fid. 9. 35. A verbal Renunciation may be repuled from before it is perfected in Writ, in the same Manner as verbal Tacks; And much more is there locus penitentiae as to Promises to renounce. Stair Fid. 9. 35. A Tacit Renunciation is implied from taking a posterior Tack of fewer Years 17 Januar. 1632 E. Lauderdale contra L. Wattertown Stair Fid. 9. 36. or accepting a Feud of the same Lands after the Tack Hope May. Walk. Ft. Union of Reduction E. Tullibarnie contra Dubiel or from paying a greater Tack Duty. Glod. Pratt. 27 Feb. 1650 L. Gofford contra his Tenants L. Sethem contra his Tenants provided the payment of a greater Tack Duty was expressly agreed to be made betwixt the parties, and Payment was accordingly made in nomine vid. as for the Duty owing for possession of the Subject set in Tack, 10 June 1630 V. Stormont contra Hunter. Thus a Tack of Fifteen was ended and understood to be past from, by after payment of more than the Tack Duty: Altho' that was alleged to have been done by Way of gratification 9 Novemb. 1677 Rutherford contra Murray of Sherling The Acceptance of a new Tack differing in the Substantials of Tack Duty, Indurance and Commencement from a former, and beginning before the former was understood to be an Innovation and passing from the other, tho' ratified in the last Tack: As being incompatible therewith, unless there were a Provision to be ruled by either of the Tacks 29 Januar. 1678 D. Lauderdale contra E. Tweedale. But a Tack is not understood

to be tacitly renounced from the paying more presents. Glod. Pratt. 27 Feb. 1650 Hamilton contra Tenants of Millburn. Nor from Sub-Tenants paying a greater Duty, without Warrant of the principal Tenant. Glod. Pratt. 5 June 1677 L. Fernherst contra Minister of Innerkeithing. Nor was a Tackman pursuing other Sorts of Victual than was agreed to, for some Years, found to be equal to the Tack, or to oblige the Tenant to continue to pay Victual of that Quality in Time coming 10 June 1630 V. Stormont contra Hunter. Again a Tack is understood to be passed from, by taking an heretable Right to the same Thing; But then if the heretable Right be renewed, the Tack revives. Stair Fid. 10. 2. A Tack was found to stand notwithstanding of a posterior Apprising in the Tackmans Person, since that was not being satisfied and extinct. Glod. Pratt. Ult. Feod. 1623. Simple contra Tenants of Millburn. Stair Fid. 3. 1. A Tack is voided by expiring of the Time for which it was granted, and the Lord may then being to remove in the Case of Tere, a Tutor's Institution in the Case of Tutorship, or Citation or Institution in the Case of Marriage, or other Titles of the Seller to take of his Relocation, or which I have treated already in the proper Place. 4. By the Law a Tenant of a House may be expelled before the Time to which it was set, if he keep a disorderly Family within the House, by entering in less Women, Thives &c. or if the Landlord have necessary Use for it to accommodate himself & his Family. C. de locato. Because the Landlord would not have let the House, had he had Use for it: And therefore 'tis a Tacit Condition, that when he hath occasion, the Tenant should yield it up to him. But this doth not hold either in the Law of England or with us: Where a Tenant cannot upon such Account be discharged before Expiration of the Term.

If a Master apprehends that his Tenant will not freely cede the Possession to him at the Exp. of the Tack, he may get him turn'd out by an Action of Removing.

Removing is either solemn or Summary. In old Time the Master of the Ground did only before Whitsunday appear at the Tenants Door, and intimate verbally to him to remove at the Term; breaching a Lance there as a Symbol of his breaching the tacit Relocation betwixt them; and came the second Day after Whitsunday, and expelled the Tenant brevi manu or at least threw out some of his Goods to complete the Solemnity. Craig Feud. Lib. 2. Tit. 9. §. 4. Stair Lib. 2. Tit. 9. §. 39. Lib. 4. Tit. 26. §. 6. M. Kenzie Decern in Act 35. Pars 5. §. 3. But this Method giving Occasion to Quarrels Violence and Breaches of the Peace; it was justly corrected by a benign Law ap- pointing