the lease. Further, the buildings may be on any scale which the tenant may choose to adopt, provided that the sum which he asks the landlord to pay does not exceed £200. Lastly, and most important, the buildings may be of any materials, for there is not one word settling what are the materials of which the houses are to be built.

Now, that being so, it would be extremely difficult to sustain almost any objection taken by the landlord when the lease comes to an end. But what is the objection here? I do not see any, except that part of the structure is built of wood and contains no fireplace. The appellant says that he "is not bound and declines to pay the price or value of the wooden structure or chalet subsequently erected against the gable and walls of the said stone and mortar structure;" and he says further, that the petitioner found "the wooden apartment which he had raised against the gable of the said cottage for the reception of summer visitors and sporting purposes deficient and inconvenient." It was for the reception of summer visitors and sporting purposes that this lease was entered into. That is the statement of the appellant himself. Then he goes on—that for the purposes of convenience "he conceived the idea of making an extensive wooden covered-way, called a lobby, 33 feet in length and 7 feet broad, for no other purpose than securing a dry and sheltered passage from the chalet to a small kitchen and bedroom, which is all the accommodation the stone cottage contains, while the chalet has no vent or fireplace." Now, where a man makes a wooden structure such as this as an addition to a building containing nothing more than a bedroom and a fireplace, it is rather an unreasonable construction to hold that the wooden structure is not within the provision of the lease. I cannot hesitate to agree with the Sheriff. It appears to me impossible to deny that this wooden building was a part of the house which the tenant was entitled to erect at what was in fact his own caprice.

Lord Deas—I am not prepared to say entirely "at his own caprice," but there is very considerable latitude. My difficulty is that we do not know what was erected. The whole matter is in the dark. We do not know what was the number of sheep upon the farm, or what proportion the buildings bore to the size of the farm. But we get a good deal of light from the letter of Mr Campbell to Mr Murray, in which he says—"I had always looked upon the chalet as your exclusive property, and it was my intention that the incoming tenant was to take the chalet and its adjuncts at valuation from you." From this it is very clearly to be understood that the chalet falls within the lease, for I do not think that these buildings could be passed on to the incoming tenant if they could not be passed on to Mr Campbell himself.

Lord Mure—As I read the interlocutors of the Sheriffs, they hold these wooden buildings to be "offices." That is a wide word, and I am not prepared to differ, but I think the case a narrow one.

Lord Shand—I see no reason to differ from your Lordships. The determining elements are these—that this was a lease of the shootings as well as of the grazings, and that there is no limit as to the character of the house or as to the materials of which the tenant may build it. Therefore it may be merely such a house as a shooting tenant desires, and then wooden building comes up to that requirement.

The Court adhered.

Counsel for the Petitioner (Appellant)—Kinnear—J. P. B. Robertson. Agents—M'Neill & Sime, W.S.

Counsel for the Respondent—Dean of Faculty (Fraser)—Pearson. Agents—Murray, Beith, & Murray, W.S.

Friday, July 4.

SECOND DIVISION.

[Sheriff of Perthshire.

SHARP *v.* M'COWAN.

Process—Sheriff Court—Want of Signature to Petition—Complete Writ—Sheriff Courts Act 1876 (39 *and* 40 *Vict. cap.* 70), *sec.* 24.

An action was raised in a Sheriff Court, the pursuer's agent signing the pleas-in-law but not the petition or condescendence. The pursuer was successful, and the defender appealed to the Court of Session, where for the first time an objection to the competency of the action was taken on the ground that the petition was unsigned, that signature was essential, and that consequently there was no process. *Held* that the objection should have been taken in the Inferior Court, and an amendment allowed there, but that the Court might amend even at this stage; further, that there had been litiscontestation, and that was a good answer to the argument founded on the absence of a process.

Opinion (*per* Lord Gifford) that one signature at the end was sufficient for the whole record in such a process.

Friday, July 4.

FIRST DIVISION.

CITY OF GLASGOW BANK LIQUIDATION—(*HOWE'S CASE*)—WILLIAM HOWE *v.* THE LIQUIDATORS AND ALEXANDER M'EWEN.

Agent and Principal—Ultra vires—*Misrepresentation—Fraud—Banking Company—Liability of Bank where Bank Officials arranged for Sale of the Bank Stock between Third Parties.*

M wished to sell certain stock which he held in a joint stock company, and intimated his intention at the head office of the company. H subsequently intimated in