SHERIFFDOM OF TAYSIDE, CENTRAL AND FIFE AT ALLOA

[2026] SC ALL 53

ALO-A82-25

JUDGMENT OF SHERIFF CHARLES LUGTON

in the cause

MR DERRICK TAYLOR (JUNIOR)

Pursuer

against

MR DERRICK TAYLOR (SENIOR) AND LESLEY ELIZABETH TAYLOR

Defenders

Pursuer: Tosh, advocate; Bannantyne Kirkwood France & Co
Defenders: Party

ALLOA, 24 March 2026

Introduction

[1] In this action the pursuer craves an order for removal of the defenders from a residential property of which he is the owner. He contends that they have no right or title to occupy the property. Conversely, the defenders allege the pursuer promised them that they could live there without limit of time, thereby creating a binding promissory obligation. They also assert that the effect of the pursuer's promise was to create an improper liferent in their favour. The defenders allege that they relied on the pursuer's promise, undertaking renovations to the property at substantial cost, and that the pursuer was aware of this. The unfortunate background to the dispute is that the defenders are the parents of the pursuer.

[2] The action called for a diet of debate on 13 March 2026, at which the pursuer challenged the relevancy of the defenders' pleadings and sought decree de plano. Around

3 weeks before the debate, the defenders' solicitors had withdrawn from acting. When the action called for a peremptory diet on 6 March 2026, I explained to the defenders that they would have great difficulty in presenting their case at the debate and I urged them to consider instructing a solicitor; but they were resolute that they wished to represent themselves. On the morning of the debate, I explained the nature of the hearing to them, I furnished them with a copy of the record and I directed them to the averments on which the argument was likely to focus. I explained to them that it is unusual for laypersons to represent themselves at a debate, as the arguments that are advanced are often technical and difficult for non-lawyers to engage with. I highlighted that the outcome of the debate could have serious consequences for them given the subject of the action. I asked the defenders if they were sure that they wished to proceed representing themselves, and they confirmed that they were intent on doing so.

[3] In the course of presenting his submissions, counsel for the pursuer made considerable efforts to accommodate the defenders by adjusting his pace, explaining the legal terms to which he referred and ensuring that the defenders could find the relevant parts of the authorities to which he took the court. I am grateful to him for his assistance.

The pleadings

[4] It is unnecessary to summarise the pleadings in detail; but put briefly, the defenders aver that they took possession of the keys to the property in around June 2020, before moving in in around 10 September 2020. At answer 3 they make the following averment about their arrangement with the pursuer:

> "The pursuer promised the defenders that they could reside in the property without limit of time. The pursuer did thereby create an improper liferent over the property

> in favour of the defenders. *Esto*, the pursuer did thereby create a gratuitous unilateral obligation in favour of the defenders to the same effect."

The debate centred on these averments. On record, they are replicated in virtually identical terms at answer 5, where the defenders go on to aver that the property was in a dilapidated state when they took possession of it, and that they renovated the property at substantial expense. They aver that they did this with the pursuer's knowledge and agreement, that they would be adversely affected to a material extent if the pursuer were now permitted to withdraw his promise, and that accordingly, he is barred from doing so.

[5] The defenders also aver a troubling background to the dispute. They explain that they set up a partnership with the pursuer and his siblings in 2007 to manage and expand on the defenders' property portfolio. The pursuer was given the role of managing the affairs of the partnership. The defenders allege that he mismanaged the partnership, and worse, that he transferred the title to various properties to his name without their knowledge or agreement (though not the property that is the subject of this action). They make detailed averments of the parties' attempts to resolve their disagreements over several years, concluding with the averment that the timing of the service of the notice to quit the property on the defenders coincided with the pursuer's discovery that the defenders were seeking legal advice in relation to the long running dispute.

Submissions

Submission for the pursuer

[6] Counsel for the pursuer invited me to sustain the pursuer's plea-in-law to the relevancy and specification of the defender's case, and to grant decree de plano against both defenders.

[7] Counsel began by explaining the legal principles that apply to (i) improper liferents; and (ii) promise.

Improper Liferents

[8] Counsel identified that an improper liferent is a form of trust. Consequently, on the defenders' hypothesis that they were entitled to occupy the property by virtue of an improper liferent, they were the beneficiaries of a trust, while the pursuer was both its truster and its trustee. Counsel referred me to section 1(2)(a)(iii) of the Requirements of Writing (Scotland) Act 1995, which provides that trusts of this kind – ie "truster-as-trustee trusts" - must be constituted in writing. Counsel explained that this requirement is subject to the exception, provided by sections 1(3) and (4), that a truster cannot withdraw from a putative trust, nor will the trust be regarded as invalid for lack of writing, if the beneficiary has acted or refrained from acting in reliance on it with the knowledge of the truster, with the result that he has been affected to a material extent, and if the truster's withdrawal would adversely affect the beneficiary to a material extent.

[9] Counsel submitted that whether a truster-as-trustee trust is said to be constituted in writing or verbally under the auspices of the statutory exception, a declaration of trust must be communicated to the beneficiary. It was critical that the words used should convey the intention to create a trust: *Wilson* v *Lindsay* (1878) 5 R 539, per Lord President Inglis, p 514; *Macpherson* v *Macpherson's Curator Bonis* (1894) 21 R 386, per Lord McLaren, p 387.

Promise

[10] Turning to the law of promise, counsel referred me to *Regus (Maxim) Ltd* v *Bank of Scotland plc* 2013 SC 331 for the propositions that first, a promise is a unilateral juristic act

which acquires its binding force by reason of the declarant's expression of his will to be bound; and second, an obligation of this kind can be created only by clear and unambiguous words, per Lord President Gill, paras [33] and [37]. Counsel submitted that where a party relied on the existence of a purported promise, it was not sufficient to aver that a promise had been made - the actual words that were said to constitute the promise must be averred*: Promontoria (Chestnut) Limited* v *Ballantyne Property Services* [2016] SC EDIN 74 at paras [10] and [12] – [14]; *Davies* v *Cassie* [2025] CSOH 36 at paras [10] and [37].

[11] Counsel referred to section 1(2)(a)(ii) of the 1995 Act, in terms of which a promise must be constituted in writing unless it is an obligation undertaken in the course of business. He explained that just as with truster-as-trustees trusts, the requirement that promises should be made in writing is subject to the exception provided by sections 1(3) and (4). But he submitted that even a promise made orally must be constituted with clear and unambiguous language. If this requirement was not satisfied the statutory exception was not engaged, as there had to be a promise in the first place before it could be relied upon.

The pleadings

[12] Counsel next addressed the defenders' pleadings. He submitted that the defenders' cases based on promise and improper liferent overlapped, as they averred that the pursuer had made them a promise, the effect of which was to create an improper liferent. The averments related to both, which could be found at answers 3 and 5, contained no more than bear assertions that a promise had been made and that the defenders had the benefit of an improper liferent as a result. Nothing was said about the actual words that were used.

[13] Counsel submitted that the defences also contained averments about various collateral matters, including allegations about the pursuer's management of the family

partnership, the Taylor Family Partnership, and an allegation that the pursuer had stolen properties from the defenders by transferring the titles to his name without their knowledge. Counsel submitted that these averments were scandalous, but that they were also irrelevant as there was no suggestion that the pursuer did not own the property which was the subject of the present action. Similarly, counsel submitted that the defenders' averments that the pursuer had raised the action because he had discovered they were taking legal advice about his alleged mismanagement of the partnership were irrelevant, as he was entitled to exercise his right to recover of the property irrespective of his motivation for doing so.

[14] Counsel acknowledged that the defenders averred that the pursuer was barred from withdrawing from the promise and the improper liferent, as they had carried out renovations to the property with his knowledge and agreement. But counsel submitted that these averments did not amount to a defence to the action, as the defender had not relevantly averred the existence of a promise or improper liferent in the first place, by specifying the actual words that had been used.

[15] Counsel submitted that it followed that even if the defenders proved everything that they offered to prove they were bound to fail. He renewed his motion for decree de plano.

Submission for the defenders

[16] The first defender questioned whether a notice for eviction had been properly served. He said that he had not signed for the recorded delivery of the eviction notice. He had found the letter behind the door after returning from a walk. He had not opened it but had sent it to his solicitors. His daughter had asked the postman about this, who had told her that the delivery had been signed for by a man who claimed to be the first defender. His daughter had advised him to change the locks as it appeared that someone had been in the

property at the time of the delivery. He had done so and the landlord had then written to him to complain about this. This raised the question of how the landlord had known of the change of locks, as there had been no reason for him to attend the property.

[17] The first defender explained that he had previously owned several properties. He had formed a partnership for the benefit of his family. The first defender referred to a property which he had bought in 2010 for £200,000. He said that the pursuer had sold this to his brother for £60,000 and that he had "thrown in a flat" to the deal. He had sold another of the defender's houses for over £100,000. The first defender said that he was being evicted from a flat which his own money had purchased. The pursuer had sent a text message to the second defender, in which he said she could live in the property and that he would give her £100 per week. The first defender said that he hoped to defend himself and to get his properties back.

[18] The first defender suggested that some of the cases to which counsel for the pursuer had referred could be open to interpretation.

[19] The second defender said that she did not wish to make submissions.

Reply for the pursuer

[20] Counsel for the pursuer explained that an eviction notice must be served prior to the eviction of a tenant of a private residential tenancy, in terms of section 54 of the Private House (Tenancies) (Scotland) Act 2016. But there was no legal requirement to do so in the present case, as the defenders did not occupy the property under the terms of a lease or tenancy, and the basis of the action was that they had no right or title to occupy it. In any event, the defenders did not plead a case based on defective service of an eviction notice.

And it did not appear to be disputed that the notice had been served and received, irrespective of who had signed for it.

Analysis and decision

The legal basis of the defenders' purported right to occupy the property

[21] Before turning to the pleadings, it is necessary to examine the legal grounds on which the defenders propose to defend the action, and to identify what must be set out in the pleadings to relevantly aver a defence based on those grounds. The defenders assert a right to occupy the property first, because the pursuer promised them that they could live there; and second, because he granted them an improper liferent of the property. Insofar as the second ground is concerned, it is worth noting that an improper liferent is classified as a form of trust: "Proper Liferent and Improper Succession" 2024, Gretton and Steven, paragraph 23.14. While the two grounds are discrete legal propositions, both are predicated on the factual averment that the pursuer promised the defenders that they could reside at the property without limit of time.

The Requirements of Writing (Scotland) Act 1995

[22] The requirements for the constitution of both promissory obligations and trusts are set out in section 1 of the Requirements of Writing (Scotland) Act 1995 ("the 1995 Act"), which, insofar as is material for present purposes, provides as follows:

> **"1.— Writing required for certain contracts, obligations, trusts, conveyances and wills.**
>
> (1) Subject to subsection (2) below and any other enactment, writing shall not be required for the constitution of a contract, unilateral obligation or trust.

(2) Subject to [subsection] (3) below, a written document which is a traditional document complying with section 2 or an electronic document complying with section 9B of this Act shall be required for—

(a) the constitution of—

(i) a contract or unilateral obligation for the creation, transfer, variation or extinction of a real right in land;

(ii) a gratuitous unilateral obligation except an obligation undertaken in the course of business; and

(iii) a trust whereby a person declares himself to be sole trustee of his own property or any property which he may acquire;

(b) the creation, transfer, variation or extinction of a real right in land otherwise than by the operation of a court decree, enactment or rule of law; and

(ba) the constitution of an agreement under section 66(1) of the Land Registration etc. (Scotland) Act 2012 (asp 5),

(c) the making of any will, testamentary trust disposition and settlement or codicil.

(3) Where a contract, obligation or trust mentioned in [subsection (2)(a)] above is not constituted in a document complying with section 2 or, as the case may be, section 9B of this Act, but one of the parties to the contract, a creditor in the obligation or a beneficiary under the trust ("the first person") has acted or refrained from acting in reliance on the contract, obligation or trust with the knowledge and acquiescence of the other party to the contract, the debtor in the obligation or the truster ("the second person")—

(a) the second person shall not be entitled to withdraw from the contract, obligation or trust; and

(b) the contract, obligation or trust shall not be regarded as invalid, on the ground that it is not so constituted, if the condition set out in subsection (4) below is satisfied.

(4) The condition referred to in subsection (3) above is that the position of the first person—

(a) as a result of acting or refraining from acting as mentioned in that subsection has been affected to a material extent; and

(b) as a result of such a withdrawal as is mentioned in that subsection would be adversely affected to a material extent."

[23] It will be noticed that section 1(1) provides the general rule that *inter alia* unilateral obligations and trusts need not be constituted in writing. But this is subject to various exceptions that are identified in subsection (2), which include gratuitous unilateral obligations, except obligations undertaken in the course of business, and trusts in which a

person declares himself to be the sole trustee of his own property or any property which he may acquire. The defenders' case of promise falls within this exception, as there is no suggestion that the alleged promise was made in the course of business. The same is true of their case of improper liferent, as on the defenders' averments, this is a truster-as-trustee trust, in which the pursuer is the trustee of his own property. Accordingly, the point of departure is that writing is required for the constitution of both the promissory obligation and the improper liferent on which the defence to the action rests.

[24] But the defenders rely on an exception to this requirement. Sections 1(3) and (4) exempt trusts and obligations of the sort captured by section 1(2) from the requirement of writing in certain circumstances. They provide that if such a trust or obligation has not been constituted in writing, nonetheless, the declarant or promisor cannot withdraw from it, and it will not be regarded as invalid, if the other party has acted or refrained from acting in reliance on it, and has been affected to a material extent as a result. It is essential that the declarant or promisor must have known of and acquiesced in the other party's reliance; and that his withdrawal would adversely affect the other party to a material extent. For convenience, I shall refer to this as "the reliance exception".

[25] But where a party seeks to apply the reliance exception to enforce a trust or obligation that was not constituted in writing, the intention of the declarant or promisor to be bound must still be demonstrable. The question of precisely what must be pled and proved is discussed below.

Promise

[26] A party seeking to rely on a spoken promise must establish that the promisor's words were a clear and unambiguous expression of his intention to enter a binding

obligation. This requirement is of the essence of a promissory obligation whether it is made orally or in writing, as Lord President Gill explained in the leading case of *Regus (Maxim) Ltd* v *Bank of Scotland plc* 2013 SC 331. He described promise as being a unilateral juristic act which acquires its binding force by reason of a promisor's expression of his will to be bound (para [33]). He went on:

> "In my opinion, an obligation of this kind can be created only by clear words. Since any promissory obligation is intention-based, the court's task is to consider whether the evidence, objectively assessed, discloses an intention on the part of the alleged promisor to incur a legally binding engagement (Stair, *op cit*, I.10.2; cf Cawdor v Cawdor, 2007 SC 258). That question, in my view, is to be decided on a consideration of the alleged promisor's own words. Bearing in mind the stringent consequences of a valid promise that I have described, I consider that a promise is binding only if the promisor's own words are clear and unambiguous." (para [37]).

As is clear from this passage, clear language is essential *because* it is with his words that the promisor binds himself. And critically, the corollary of this is that the words that are said to have been used must be placed before the court to enable an assessment to be made of whether they are sufficiently clear and unambiguous to constitute a binding obligation. It follows that a party seeking to relevantly plead a case based on promise must, as a starting point, aver the actual words that are said to constitute the promise. This requirement pertains whether the promise is said to have been written or – as in this case – made orally.

[27] I draw support for this conclusion from two other authorities to which counsel referred me. The first of these is *Promontoria (Chestnut) Limited* v *Ballantyne Property Services* [2016] SC EDIN 74, which was a summary application in which a bank sought to call up a series of loans and to enforce the securities which it held over several buy-to-let properties that were owned by the defenders. The defenders accepted that they were in default, but they claimed that a representative of the bank had promised that their initial loan facility would be extended and the securities not enforced. Sheriff Welsh KC refused to fix an

evidential hearing and granted decree in favour of the pursuer, on the ground that the defender had failed to plead a relevant defence. In so doing, he held:

> "It is the promisor's intention, objectively judged, that is relevant, not the recipient's understanding or belief. It will not do simply to assert, as the defenders have done in this case, that a promise was made. An assertion of promise is not an averment of promise. The function of the court is not to consider whether the defenders believed, wisely or unwisely, or hoped, or took a risk that the facilities would be extended and the securities not enforced. A promise is a unilateral voluntary obligation or as Lord President Gill expressed it, 'a unilateral juristic act'. At the outset the *sine qua non* of an inquiry into promise [any question of actings that may constitute promise, apart] is what the promisor said or wrote that amounts to, or may reasonably be taken to amount to a promise in the circumstances of the case, judged objectively. That being so, the court must be informed from the defenders' averments, just as the pursuer is entitled to notice from the same source, of what was actually [done] said or written, that is said to amount to a promise, capable of legally binding and engaging the promisor, his assignees and successors, especially given the serious consequences that a valid promise carries with it." (para [14]).

[28] Lord Colbeck made similar observations in *Davies* v *Cassie* [2025] CSOH 36, in which the pursuer, who was the daughter of a deceased farmer who had died intestate, claimed that he had promised her that most of his estate would be passed to her. In the course of dismissing her action, Lord Colbeck opined:

> "Since any promissory obligation is intention-based, the court's task is to consider whether the pursuer's averments, objectively assessed, disclose an intention on the part of the deceased to incur a legally binding engagement. In this case they do not. A promise is binding only if the promisor's own words are clear and unambiguous. The pursuer avers no such clear and unambiguous words of the deceased." (para [37]).

In light of the foregoing authorities, it is beyond doubt that to plead a relevant case based on promise, a party must aver the actual words, whether written or spoken, that are said to have been used by the promisor.

Improper liferent

[29] I turn next to consider the requirements for the second ground of the defence, based on the contended existence of an improper liferent. At risk of repetition, this is a form of trust; and as the pursuer is said to be both the truster and trustee, it should have been constituted in writing, in terms of section 1(2) of the 1995 Act. But the defenders allege that it was created orally, and they found on the reliance exception. Consequently, they must establish that the pursuer's spoken words amounted to a communication to them of a declaration of trust. While the declaration may have been deficient as it was spoken rather than made in writing, it must still have been made and communicated to the beneficiary in the first place: "Discussion paper on the nature and constitution of trusts" Scottish Law Commission, 2006, at paragraph 3.22.

[30] Counsel referred me to two nineteenth century authorities in which the First Division considered the question of whether there is a prescribed form of words which must be used to make a valid declaration of trust. In *Wilson* v *Lindsay* (1878) 5 R 539, when determining whether a testamentary writing had the effect of creating a trust, Lord President Inglis said:

> "In construing this writing we are not restricted or even aided by any artificial rules of construction. The only question is, what the lady intended when she wrote it, and taking the words in their natural and ordinary meaning I have arrived at the same conclusion as the trustee and the Lord Ordinary." (page 541).

Similarly, in *Macpherson* v *Macpherson's Curator Bonis* (1894) 21 R 386, at page 387 Lord McLaren held:

> "I would point out that our law requires no special or technical words in order to constitute a trust. If there is an appointment of a beneficiary, and if some person is charged with the administration of the funds beneficially destined, we have the essentials of a trust. If there is a clear indication of a trust to be constituted it is immaterial whether the words 'in trust for' or 'for the benefit of' or 'for behoof of' or other similar words be used."

The principal theme of both passages is that no special form of words must be invoked to create a trust. But it is implicit to the reasoning that whatever words are used, they must convey the intention of the truster to create a trust. In my opinion, it follows that a party offering to prove the existence of a trust must aver the specific words that are alleged to have been used by the putative truster to constitute the trust. This is because, self-evidently, the court must have sight of those words to determine whether they convey the intention to create a trust.

[31] If anything, this requirement assumes a heightened significance in a case such as this, where the alleged trust is of the sort that must ordinarily be constituted in writing. This is because the purpose of this requirement is at least in part to provide the truster with "protection against impulsive gestures … which he might later regret" (2006 Scottish Law Commission paper, supra, paragraph 3.19). It follows that it is incumbent upon a party who seeks to displace the statutory protection to which a purported truster is normally entitled to aver in terms the spoken words that are said to have created the trust.

The reliance exception

[32] Before I turn to consider the defenders' pleadings, it is worth emphasising an important point about the application and the limits of the reliance exception which I touched on earlier, and which is implicit to the foregoing analysis. Its function is to excuse the absence of writing in the circumstances set out in sections 1(3) and (4). But counsel made the astute point that for the exception to operate in the case of a promise, the promise must first have been made, albeit orally rather than in writing. And while the promise may have been spoken rather than written, the requirement that clear and unambiguous words should have been used remains. Likewise, in the case of a truster-as-trustee trust, the truster must

have communicated his declaration of trust to the beneficiary, albeit orally, before the exception can be brought into play. And his spoken words must have conveyed his intention to create the trust. These prerequisites must be averred and proved *before* a party may pray in aide of the reliance exception. Putting it crudely, a party cannot rely on a promise that was never made, or on a trust that was never declared and communicated to the beneficiary.

Do the defenders plead a relevant defence?

[33] I turn now to the question of whether the defenders have pled a relevant defence to the action. I would answer that question in the negative.

[34] The problem with the defenders' claim that the pursuer made them a promise, and in so doing bound himself, is that they do not specify the words of the alleged promise. Their averment that "the pursuer promised the defenders that they could both reside at the property without limit of time" has the flavour of a summary of or a gloss upon a conversation: it is an assertion of the existence of a promise rather than an averment of its actual terms. Critically, the defenders do not aver what the pursuer is alleged to have said. As there are no averments of his words, the court cannot begin to evaluate whether the pursuer bound himself in a promissory obligation in clear and unambiguous terms.

[35] The same problem attends the defenders' claim to enjoy an improper liferent: they do not aver the words which the pursuer supposedly used to communicate to them his declaration of trust. The court cannot assess whether it was his intention to create an improper liferent in the defenders' favour in the absence of averments specifying the words that he is alleged to have used to do so.

[36] The defenders make various averments that are directed to the reliance exception for which section 1(3) and (4) provide, which are summarized at para [4], above. But before availing themselves of the exception they would have to set out relevant averments of the existence respectively of a promissory obligation and an improper liferent, which fulfilled the pleading requirements that are identified above. The proposed application of the reliance exception cannot remedy the absence of these crucial averments from the defenders' pleadings.

[37] I began this opinion by observing that the defenders' averments of the background to the action are troubling, both because they contain serious allegations regarding the pursuer's conduct and because of the deep rift between a son and his parents which they reveal. But the harsh truth is that these are, as counsel submitted, collateral matters which have no direct bearing on the subject of the present action, and they do not afford the defenders a relevant defence.

[38] Similarly, the first defender's submission was largely taken up with points that did not engage with the pursuer's criticisms of his pleadings. While he raised various issues regarding the circumstances of the service of the eviction notice, there was no legal requirement for the service of a notice; and in any case, the first defender appeared to accept that service was affected. He made various allegations about the pursuer's conduct which were similar to the allegations referred to on record, and which were similarly irrelevant. He referred to a text message in which the pursuer had allegedly told the second defender that she could live in the property, but there is no reference to the existence or content of the text message in the defenders' pleadings.

[39] While I have sympathy with the defenders because of their predicament and because of the breakdown in familial relationships that seems to have led them to it, their defences do not contain a relevant defence to the action. Accordingly, I shall grant decree de plano.

Expenses and sanction for counsel

[40] Counsel invited me to award the expenses of the cause to the pursuer, in the event of my granting decree de plano. Counsel also moved for sanction for the employment of junior counsel for the preparation for and conduct of the debate. He submitted that the action was a matter of importance as it concerned the pursuer's right to use, to occupy and, if he chose, to sell the property. While no information was available as regards the value of house, as it was heritable property counsel invited me to conclude that the subject matter of the cause was of sufficient value to merit the instruction of counsel. The action was complex enough for it to be reasonable to instruct counsel, as the questions of law that arose were not straightforward. Finally, counsel submitted that it was reasonable to instruct counsel because the defences contained serious allegations regarding the pursuer's conduct.

[41] The first defender said that he had nothing to say on the question of expenses. The second defender said that her husband and she had no money to pay an award of expenses.

[42] As the pursuer has succeeded in the action I shall award him the expenses of the cause. I shall sanction the employment of junior counsel for the preparation for and conduct of the debate, as I consider that his employment was reasonable. The action concerned a matter of importance, being the pursuer's right to possess his heritable property. It also seems to me that the legal issues in this case, as set out in this opinion, are sufficiently complex to justify counsel's instruction. The allegations made against the pursuer are a point that I place less weight on, as they are collateral to the arguments that were presented

at debate. But having regard to the circumstances of the case as a whole, I am satisfied that it was reasonable for the pursuer to instruct junior counsel to conduct the debate, in terms of section 108(2) of the Courts Reform (Scotland) Act 2014.

Disposal

[43] I shall sustain the pursuer's fourth plea-in-law, repel the defenders' third, fourth and fifth pleas in law and grant decree de plano, in terms of the pursuer's first crave.

[44] I shall award the expenses of the cause to the pursuer. I shall grant sanction for the employment of junior counsel for the preparation for and conduct of the debate.