

1624. *March 23.* M'KENZIE *against* TOWN of ELGIN.

In an action betwixt M'Kenzie and the Town of Elgin, for payment of thirle multures astricted to the mill of Elgin, conform to an old indenture made betwixt the town of Elgin and the Monks of Pluscardine, wherein the inhabitants of Elgin are expressly bound to grind their corns at that mill, as well growing on their lands, as the corns they should happen to buy from strangers, or others about in the country; the Lords found, that albeit the indenture foresaid astricted the inhabitants to bring their corns to the said mill, tam crescentes, quam pervenientes ad eos sine exemptione quaecunque, yet they were not holden to pay multure, nor to grind any bought corns, growing out-with their own lands, at the mill libelled, except only such corns as should be ground by them, so that they might not ground the same at no other miln, but at the mill libelled, and if they contravened, that they should be holden to pay astricted multures therefore; and that they were not subject to pay multure for any ground corns, such as meal, malt, or other ground corns, which they should happen to buy outwith the lands libelled, and which grew not upon the said lands, the same being ground before they bought the same, and that the astriction struck only *ut supra*, and that corns bought by them within the territory, after the buying thereof, and albeit the same were made in malt, whereby they tholed both fire and water, yet if they were not ground at any other mill, but were sold before they were ground, that the parties should not be subject to pay multure therefor.

Act. *Stuart & Mowat.*

Alt. *Hope & Nicolson.*

Clerk, *Scot.*

*Durie, p. 122.*

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1628. *March 20.* ADAMSON *against* TENANTS of POTHNICK.

Adamson of Braco, infest in the mill of Stralay with the astricted multures, pursues the Tenants of Pothnick for the astricted multures. The Tenants alleged, their master, who was infest in the land occupied by them *cum molendinis*, ought to be summoned; which dilator was found relevant.

*Auchinleck MS. p. 128.*

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1622. *March 22.* ADAMSON *against* HIS TENANTS.

In an action for abstracting of thirle multures, Adamson of Braco against the Tenants of Stralay, the Lords sustained the action for the knaveship, bannock, and lock, as well as for payment of abstracted multures of thq bygone years libelled, albeit the defenders alleged, that they could not be compelled to pay the duties of the knaveship, bannock, and lock, seeing they alleged, that the pursuer was not

No. 15.

Import of the terms "Tam crescentes quam pervenientes ad eos, sine exemptione quaecunque."

No. 16.

No. 17.

Kniveship, lock, and bannock, may be demanded in an action for abstracted multures.