MULTURES, (THIRLAGE.)

No. 1. 1735, Jan. 29. KENNEDY, &c. *against* CAMERON, &c.

THE clause in the malt-tax act 12 *Annæ* was plainly continued in the subsequent acts as appeared by looking at these acts, and so the Lords found; but they also found that that clause 12 *Annæ* does not extend to multures paid at the mill, and were unanimous, but Newhall doubted, if the defenders had been Sir John Arnot's tenants; but the rest seemed to differ from him.

No. 2. 1736, July 27. LOCKHART *against* HIS VASSALS.

THE Lords found that corns which the vassals should happen to grind though not necessary for their own families are thirled to the mill of Carnwath, and liable in the highest multures. The Lords adhered.—10th January 1736.

Some recent charters contained thirlage and the special multures but no mention of services. The Lords found services due by the nature of the thirlage; the words are, that the astriction *comprehends* services when there is no immunity by prescription.—16th January 1736.

Upon a clause "all grindable corns growing upon the lands," the Lords found that clause tantamount as the clause, "all grindable corns that they shall happen to grind," and pronounced the same interlocutor as they did on the 10th instant, *quod vide.* The clause was expressed in the Latin charters *grana molibilia,* in the dispositions, grindable corns; and the charters being recent, they did not regard a proof that the tenants paid multures for what they sold;—and they judged the same way some time ago in another process betwixt this same Mr Lockhart and another vassal.—17th January 1736.

Upon a question, Whether a mill is not sufficient for the sucken, having only a gathered dam, whether the sucken may go elsewhere, how much they may carry elsewhere, and what they should pay? the Lords found they may carry what is necessary for their families after waiting 48 hours and are to pay no multures for it.—21st January 1736.

The Lords adhered to the former interlocutor of 21st January last with this addition, "and the mill not capable to serve them through want of water or other defect in the mill."

The Lords adhered to their former interlocutor finding that the clause of thirlage to pay a peck of multure for five firlots, was the same with the clause, out of five firlots.—18th February 1736.

The Lords found that immunities from mill services could not be prescribed where the vassals were by their charters expressly tied to services, and some were of opinion that immunity could not be prescribed where the astriction was by the charters though without mention of services, but this not determined; because they found it proven that services were paid to Cleugh mill; and though there was no proof of services paid to other mills,