

1679. *January 25.* JAMES CARNEGIE *against* The TOWN of BRECHEN.

JAMES Carnegie, writer in Edinburgh, pursuing the Town of Brechen for payment of an account of writings for them; it was ALLEGED, They had entered him in a piece of land held of them, and gave it him *gratis*, and so it must be presumed it was *intuitu* and in payment of this account.

The Lords repelled the allegiance and presumption. *Vol. I. Page 38.*

---

1679. *January 28.* MALCOM HENDERSON *against* JAMES BAYNES and OTHERS.

MALCOM Henderson having charged James Baynes, wright, and Others, for payment of the dues for their timber that stood in the Timber-house at Leith, whereof he was collector, and whereof there was a printed table, and two Acts of the Town Council of Edinburgh :

This being suspended, and their reasons reported to the Lords, they found that the suspenders are only liable in once payment of their dues by the first proclamation; but find that, after the second proclamation, which was in November 1677, they are liable in payment of their dues yearly. And repel the allegiance, that they had timber stolen out of the house, unless the suspenders will offer to prove that the charger, at the time of their putting in their timber to be kept in the house, granted receipt thereof, or that the timber was taken out with his knowledge; albeit the house was not then inclosed with a dike, as it is now.

*Vol. I. Page 38.*

---

1679. *January 28.* NINIAN PATERSON *against* HART.

MR Ninian Paterson, minister at Liberton, pursues Hart, the messenger, for £100 Scots, as the growth of his glebe, laboured by the said Robert Hart in 1676.

The Lords, before answer, ordained Mr Ninian to prove how much increase and growth Hart had upon the glebe that year, and what he sold it for; and also, Hart to prove the expense he was at upon the seed, labouring, shearing, and other charges: and, after probation, they would modify accordingly.

*Vol. I. Page 38.*

---

1679. *January 31.* JAMES ROCHEID *against* BORTHWICK.

MR James Rocheid, clerk of Edinburgh, against Borthwick his tenant in Inverleith. Mr James offered to prove, that, albeit the acres set in his tack were only designed forty-eight acres, yet that they were truly sixty acres, if right measured, and he ought to pay for them accordingly.