

Some abstracts from Greig ag^t. Smitton at Perth Sheriff Court.

The following glossary may be of use when reading the abstracts:

Boll. A dry measure, varying in extent according to locality, and the article measured. A boll of oats, barley, or potatoes contains about 6 imperial bushels; a boll of meal amounts to 140 lb. avoirdupois.

Decern To decide, determine, settle (a matter in doubt).

Decreet. A decree; final judicial sentence.

Depone. To make a formal or sworn statement; to declare or testify.

Firlot. Measure of capacity for grain, the fourth part of a boll and equal to 4 pecks, the amount varying in different districts and for different commodities. The standard was that of Linlithgow, for wheat = .998 Imp. bushels and for barley and oats = 1.456 Imp. bushels. For meal it was = 2 stone 7 lbs. Imp. weight.

Insucken-multure. The duty payable to a miller by tenants whose land is astricted to the mill.

Interloquitor. A judgement exhausting the points immediately under discussion in a cause which becomes final if not appealed against in due time.

Knaveship. a customary due of meal paid to the under miller.

Lippie, in dry measure: The fourth part of a Scots. peck especially used in measuring oats, barley, and potatoes, and varying in weight according to the district and commodity.

Multure (probably pronounced mooter locally) A yearly sum of money, or quantity of corn paid to a mill.

Peck. The measure of capacity for dry goods. In Scotland, a fourth part of a firlot and amounting to four lippies or forpits.

Ring-bear. The meal which, in the process of grinding corn, falls into the space between the millstone and the casing surrounding it (Sc. 1825 Jam.), regarded as the miller's perquisite. Hence *-corn, -malt*, a proportion of such grain regarded as a perquisite.

Shillen. Grain freed from the husk.

Water oats. The writer has not been able to find the meaning of this but guesses it may be a quantity of oats paid for the water used by the miller when grinding a customer's grain.

Complaint John Greig ag^t. James Smitton
No.1

Perth, 11 June 1773:

Complaint unto your Lordship I John Greig tenent in Newmiln of Stobhall upon James Smitton tenent in Strelitze formerly White Lay In manner following that albeit the said Lands of Whitelay now called Strelitze lyes within his part of the thirle of the said newmiln of Stobhall & that the tenents & Possessors of the said Lands of Whitelay have for upwards of these fourty years bygone always brought their grindable corns to the said

miln & grind the same thereat and payed to me and my predecessors tenants of the said miln the insucken multures & dues being one peck & a half a Lippie of multure shilline for every seventeen pecks of Shilline & one Lippie and ane half of measured meal for each boll of Shilline in name of knaveship meal Yet the said Defender has without any just ground abstracted & grind at other milns by the said thirle miln for the crops 1772 and each of the four preceding crops the number of six bolls of Shilline yearly And therefore he ought & should be decerned to make payment & satisfaction to me of Thirty pounds Scots as the value of the said multure and meall due to me of Two pound Scots as the value of fifteen Lippies of dry multure or ring bear as his Proportion thereof payable out of his possession being three Lippies yearly & one pound Scots as value being value of Seven Lippies & ane half of oats as his Proportion of water oats at the rate of one Lippie and ane half yearly for each of the said five years for upholding his part of the dam dyke; there being formerly paid to me & my Predecessors out of the said Lands of Whitelay before it was allocate & sett to Discharge Soldiers two bolls of ring bear for Liberty to the tenants to sell their bear without being liable for abstractions & one boll of water oats paid yearly to the multurer for upholding their part of the said dam dyke of the miln & their being 73 tenants now in said Strelitze or whitelay who possess each three acres of ground the Defender who Possesses six of said acres is Liable in the forsaid proportions & for the first three years which the said Soldiers Possessed the said town without paying any rent by order of the trustees & Commissioners on the annexed Estate of Perth the said trustees appointed their factor to pay to me the said two bolls of ring bear & ane boll of water oats & which was accordingly paid me for each of these three years by Mr Keir the Factor who was satisfied that the same was due from Certificates of declarations given to him by Patrich Gardiner tenant in Whitelay & the deceased Robert Young tenant there and the said Defender ought to be decerned to pay me a third part more of the said sums in of Damage & Expences of Plea.
Perth 11th June 1773

Perth 18 June 1773

In respect of the absence of the Defendant Decerns with six shillings Sterling of expences and the expence of Ex Defences.

William Mercer
Representation by J.C.

No2.
Representation for James Smitien
Tenant in Strelziage In Causa John Greig
Tenant in Newmiln.

By being late in coming to town on the day of appearance decret went in absence against the defender which obliges him now to state his defence by way of a representation and before he begins he must observe to your Lordship that he is singled out among 70 familys to be at the expence and trouble of settling the question in dispute which which as it is more than his circumstances can bear is a piece of great injustice done him as had the neighbours been conveyaned also they would no doubt have bore part of the expence.

The defendant is charged for abstracting his grain from the pursuers miln and to make the charge relevant it is said his possession lyes within the Thirl of Newmiln and that the possessors have manufactured their grindable corn thereat for fourty years and besides the Multure stated in the narrative of the lybell there is a conclusion also for ring bear & water oats.

About 10 or 12 years ago the town of Strelitz age was built by the Government for the re.....tion of Disbanded soldiers and the lands adjacent were heath and mure. The Defender succeeded one of these originall tenants & has possesst for above seven years without a tack or without any obligation upon him whatever but the rent to the master and this he has paid regularly from time to time as it became due and though he has all along been in use of grinding his corns where he get best service he was never told by his Master or the Factor anything of this Thirleage and he is advised that on such obligation can be constituted against him without some act or deed showing his consent.

About a year ago the Commiffiners on the Forfeit Estates sent Mt Taitt their Barron Bailie to Strelitzage upon a claim of this being made upon the tenants there and after examining some witnesses the Bailie found the claim for ring bear & water oats was made without foundation and as to the Thirleage it did not appear to him the pursuer could justly constitute one against these tenants but did not incline to give a sentence untill he should have advice from the Commissioners to act. He therefore forwarded his precepts to their secretary in whose hands it now lies so that until that precepts is determined this cannot proceed

In respect thereof the tenant in absence may be laid open & he a.....zed with costs.

James Chalmers

Perth 30 June 1773

Perth 18 June 1773

Lays open the defendant and allows the pursuer to answers the foregoing
Representation for the defendant till this day of

William Mercer

Answers for John Greig tenent in Newmiln
of Stobhall to the defences proponed for
James Smitton tenent in Strelitz.

As to the the Defence by way of complaint on the Pursuer for singeling out the Defender out of many familys who live in the same town with him for abstractions and putting him to the expence of trying the question in dispute. It is answered that the Defender was considered by the Pursuer to be the greatest transgressor as he carries the greatest quantity of corn by the pursuers miln and therefore the Pursuer thought him the fittest person to pursue.

The town and lands of Whitely, now called Strelitze are known to be within the thirle of the Pursuers miln and the Possessors thereof always carried their corn to the miln libelled and paid the Insucken multures knaveship and dues. The Defender himself the first two years he came to the possession regularly grind their corn at the miln libelled and paid the Insucken dues and that he has absconded for the years libelled yet the Pursuer never give him the least ground of offence to his knowledge. Severalls of the soldiers and other possessors of Strelitze do frequently come with their corns to the Mill and as they went sometimes by the miln the soldiers were so poor that the Pursuer did not think it worth his while to be at the expence of pursueing them for Abstraction. The Defender never was a Soldier but was born in Gallowhill in the ground of Stobhall and has lived in that ground all his days and was well acquainted with the customs of the ground and the different thirles of the Lordship and Barrony and therefore more Culpable than any of the Soldiers. He possesses six acres of the best arrable ground in Whitely which has produced him yearly Twenty bols of vituall, the greatest part whereof he makes into meal groats at other milns which is a great loss to the pursuer who payed a Grassum for his tack and pays a great rent, and without the thirle do him justice it is impossible That he can afford to pay his rent. As to the new defence that by his Tack he is not bound to go to the Miln Libelled, and that he has Possessed for these seven years without goeing to the Miln and that the lands were formerly heath and muir It is answered that the defender has not produced his tack to instruct whither he is bound to go to the miln or liberate ffrom it as the defender does not deny that the lands he possesses are within the thirle nothing can liberate him therefrom but ane exemption from it on his tack, which he does not pretend to have, the Pursuer can prove that the Factor on the Annexed Estate of Perth ordered the defender and all the other Possessors of Strelitze to grind their corns at the Miln Libelled, and to pay the Insucken multures sequells & dues according as their Predecessors tenents of Whitely had done. The Pursuer shall also be able to prove that the defender and the other possessors of Whitley have not only grind their corns at the miln libelled within these Seven years but have uniformly done so for upwards of fourty years bygone and that the Defenders arrable land were well improven good ground at his Entry and not heath or muir, and the ring bear & water oats is as much due as the multure & sequels and were always as regularly paid, the tenents of that town being on that account free to sell their bear without any abstractions and free from any service of the Miln except the thatching part of the roof As to the Defences that a Complaint of this nature was made to the baron baillie. It is true he made such a Complaint & some Witnesses examined and parties also examined on their abstractions but the Barron baillie never pronounced any interloquitor with..... Accom.....he thinks the cause above the powers comitted

by law to a Barron bailie or not; but be that as it will that cause is sleeping more than a year and the Pursuer id at freedom to pass from that action to instruct in the present one being fully satisfied that your Lordship is a competent Judge & Barron baillies by a late Law can only Judge to the Extent of Fourty shilling Ster. Acces.... In rents the pursuer craves that he may be allowed to prove his libell and answers & a day assigned for that purpose.

25 January 1774

John Greig

No 4
Minutes Greig ag^t. Smeiton
Perth 26 January 1774

Greig ag^t. Smeiton

Having considered the Representation & Answers lays open the Decreet & before
Answers allows parties a proof of their allegations and of all facts and circumstances
material and ajoint proof Grants diligence ag^t. wits. And assigns the
Fourteenth day of February next for proof and grants Commission the Clark to take proof
in the Sheriff's absence.

In presence of Francis Gordon Sheriff Clerk Depute of Perthshire....

Compeared both parties by their procurators and produced diligences against witnesses and they ...

... Compeared Donald Cameron in Cadden married aged fifty eight years Depones that he was twelve years a servant to Robert Adam tenent in Whitely, immediately following the year 1735 who had his possession from and paid his rent to the Earl of Perth, that at that time the Town of Whitely had six ploughs and there were four tenents possessed the same viz. Robert Young one half of the town and the deponent's Master and other two tenents the other half and depones that they all went with their grindable corns to the Miln of Newmiln libelled, and they paid full insucken Multures and Sequels, at least they paid the same insucken Multures and Sequells as the whole thirle did and depones that the Tenents of the Town of Whitely, amongst them paid two Bolls of Ring Bear yearly for the priviledge of grinding their Bear at any miln they pleased and selling Bear, and they also paid two Bolls of oats yearly as water oats in place of working at the miln damm and the multurer on that account was obliged to uphold the part of the damm which otherwise would have fallen to their share to uphold, and depones that the tenents of the said town carried the whole of their growing corn to the miln libelled excepting seed and horse corn depones that since the above period when the deponent lived in whitley the Town of Strelitz has been built in its place at least upon the Town of Whitely and being interrogate for the defender depones that the Miln of Newmiln is nearer to the Defender than any other miln by a quarter of a mile, and particularly the Miln of little Kethick, which is a quarter of a mile farther from him but the deponent knows not what dues the defender pays at that Miln, but the Milner thereof drives the Defenders Elding back and fore to him, and this is the truth as he shall answer to God

James Ritchie Tenent in Whitefield married, aged sixty nine years ... depones that he has been a tenent within the Thirle of Newmilln these fourty years and upwards and for six years before he was a tenent he was under millner to the Pursuer's father who was then Multurer of the Miln libelled Depones alike to the previous witness but gives more detail about insucken, multures & sequels etc.

James Stewart in Strelitz, married aged fifty years or thereby depones that when the Defender took his present possession above seven years ago and he thinks betwixt that and eight years the deponent was present at the bargain. That it was George Young of Coupar Angus Grange who acted as factor or Agent for the Commissioners that sett the Defender his possession and depones that after the rent which was two pounds ten shillings ... yearly was settled and agreed Mr. Young called all the Company to witness that the Defender was to pay no other burdens on Exaction but the rent as long as he was to possess and was be free of all other bondage. Depones that he has oftener than once heard the pursuer say when in company with the people settled in the Town of Strelitz that it was a matter of indifference to him whether they came to his miln or not ... they were more troublesome at the miln than they were all worth...

Hugh Mckenzie, married aged thirty two years ... depones nihil norit in causa.

William Robertson tenent in Newbigging married aged sixty years ... depones that about thirty five years ago he entered into the pursuers father's service in which he continued for two years. Depones that the possessors of the town of Whitley frequented the Miln of Newmiln and paid insucken etc.

Jame Futt (Foot?) tenent in Strelitz married, aged thirty four years. Depones that one day he happened to be with his victual at the pursuers Miln when he heard the Pursuers milner say that he did not think it of any value whether the people of strelitz came to his miln or not as he was more plagued and vexed by them than the miln dues were worth ... Depones that the defender, since he came into possession had been in the habit of frequenting the miln libelled and sometimes the Miln of Little Kethick ...

Donald Melvil in Newmiln married aged forty years ... Depones that he is a Cottar of the Pursuers. That for the first while after the Defender came to his possession he constantly frequented the pursuers miln and paid insucken etc. and the amount was the same as James Ritchie had said ...

James Cuthbert in Strelitz, married aged forty eight years ... Depones that betwixt three and four years ago the deponent carried to the pursuer's miln a peck and ane half of grain to be ground and he asked that it might be done immediately as he had necessary use for it having no meal for his family nor money to buy but George Flight the pursuer's milner told him that he would have to wait till next day for that he had not time to do it then upon which the deponent told him that he could not wait and that he would go to another miln an Flight answered that he might go where he pleased and depones that at this time there was water enough and the miln was not going and depones that the milner was working in the fields... (signature looks like George Culbart)...

Perth 23 March 1774

Alexander Robertson in Brunty married aged sixty years and upward... depones that he was present when the defender took his possession ... and so far as he remembered there was nothing passed betwixt Mr Young and the Defender as to the Defender being free of or bound to any miln. On being interrogated for the Pursuer he says that for the past forty years tenents and possessors there always frequented the miln libelled and paid insucken etc.

James Miln in Strelitz married aged forty three years... after objections the Commisioner refuses to examine the witness.

Christian McIntyre in Strelitz married aged thirty years... depones that the last time she was at the Pursuer's mill he told the Defender that he did not value whether she and the whole other people of the Town of Strelitz came to his miln or not...

The Defender produces a copy of the conditions and Regulations appointed to be observed by the Inhabitants of Strelitz and tho' their rent and everything is particularly mentioned there is not one word of Thirlage – The defender lately paid his last years rent to the factor and neither then nor at any other time was there any thing said to him about the Thirlage. He craves the pursuer may be appointed to produce his tack & he allowed to see it.

James Chalmers

Perth 25 March 1774 Allows the pursuer to see the defender's Representation & production till the third day of June next & Renews the second Diligence at the Pursuer's Instance Ag^t. his absent witness to be reported the said day and renews the C.....

William Mercer.

Compeared both parties by their procurators...

Patrick Gardner in Park of Gallowhill, married, aged sixty eight, depones that he was a tenant in Whitely before it got the name Strelitz and he was thirled to Newmiln of Stobhall as were the other three tenants.

The pursuer produces a Tack by the late Duchess Dowager of Perth to his father dated 26 of March 1755

Perth 8 June 1774

Allows the defender to see the Tack produced till the fifteenth day of June

William Mercer

Perth 15 June 1774 The defenders procurator having seen the tack has returned it today without any objections, the pursuer craves decret as he has fully established his right to the thirlage & multures lybelled.

John Rutherford

Perth 17th June 1774

Having considered this process with the proof & productions finds the defender subject to the Thirlage libelled and liable in abstracted Multures & Minl dues for such part of his corns as he may have abstracted from the Miln libelled and liable in his proportion of the Ring Bear & Water Oats and ordains the defender to make oath on the Quantity of his abstractions & assigns the twenry-fourth day of June for that effect? And grants Comission to the Clerk to take his oath in the Sheriff's absence.

William Mercer.

Perth 6 July 1774.

Con.....duce the ag^t the defender for not compearing to depone decerns ag^t him as libelled.

William Mercer

Perth 27 July 1774

Having considered the Representations and Answers lays open
The &but refuses the Representations in all
..... points and adheres to the Instrument of the seventeenth
ult^o and assigns the third day of August for the defender to compear &
depone in terms thereof.

William Mercer

The defender applied to the Commissioners in the
Annexed Estates on account of his possession
.....to him free of any burdens or servitudes
and after considering this process or a
Thereof they have sent an order to the pursuer
to stop the process and they will give instructions
thereanent particularly the pursuer shall
have allowance for the town of Strelitz so
the possors are freed by them.
Perth 3 August 1774 James Smitton.

The pursuer has no orders from the board of Trustees to desist from his process
Against the defender and if the defender does not depone on his abstractions he craves
that circumductionion? may be granted against the defender for not deponing and that
the decret formerly pronounced may be adhered to and that the expenses of
Answering the petition and the expense of the pursuer coming to Perth to hear him
depone.

Perth 3 August 1774

John Rutherford

3rd August 1774 refuse the desire of the defender & ordain him
to depone in terms of the interloquitor of 17 June last.

William Mercer.

Representation for James Smitton at Strelitz In Causa John Greig Multurer at The Miln of Newmiln.

This process concludes for a randum sum in name of abstracted Multures and miln dues said to be due the pursuer by the defender.

When the process was called the defences were given in setting furth that the defender was one of the inhabitants of Strelitz and that the whole of them get their possessions from trustees on the Annexed estates without being thirled to any miln tho' on acc^t of the nearness of the pursuers miln they sometimes did attend it – A proof was allowed and it appeared therefrom that this town formerly called Whitely had beeb thirld to the pursuers miln at least had been possessed by the pursuer and his predecessors along with the miln. It likewise appeared not only from the instructions given by the secretary for the Trustees for the inhabitants of Strelitz that they were not bound to the miln but likewise that the defender had been set down by the Trustees agent free of all bondage whatever so that whatever title so that whatever title this pursuer might have to discount from the Trustees he could have none from the defendant the more especially as when this town was built and prepared he got about seventy pounds to yield up all right to it.

Upon considering the process your Lordship found the defender subject to the Thirlage and liable in abstracted Multures & Miln dues for such part of his corns as he may have abstracted and ordained the defender to make oath upon his abstractions & he not having attended upon the day assigned your Lordship circumduced the term against the defender and descerned ut libellation.

1. The defender took his possession free of all burdens and Bondage from George Young in Coupar Angus who built the town and by the trustees directions sett the same to its possors.
2. In regard that the secretarys instructions tho' they enumerate a great many regulations to be observed by the people of Strelitz do not directly or indirectly establish the Thirlage and your Lordship knows that a bondage and srevitude of this nature is never presumed or constituted without an express obligation upon the tennent.
3. That the pursuer when the said town was built possessed the grounds thereof along with his possession and received from the trustees about seventy pounds sterling to give it up & all claims upon it since which time he has not possessed it.
4. That supposing the pursuer had the right to thirlage originally and that itit is evident from the premisses that the trustees and not the defender are liable to him for abstractions and therefore the defender humbly suggests to your Lordship that the factor for the trustees ought to be called in this process for his interest as the issue thereof may affect the trustees.
5. That supposing the defender liable the abstractions lybelled are much greater than his possession ever yielded which he could under oath upon were it necessary – and with regard to the ring bear and water oats it is said there was but a small quantity of grain paid on that account out of the whole lands of Whitely which consist of three or four ploughs & the Defendant could only be liable in the proportion thereof offering to six acres which is all he possesses. This the pursuer will not deny.

And lastly in regard it appears from the proofs that supposing the defender still thirled the pursuer had liberated him therefrom.

In respect of which the Defender craves your Lordship will recall the foresaid Interloquiter and either The Defender or before answer allow the factor for the Trustees to be called for their interest and to do this matter as your Lordship shall think

Perth 22nd July 1774

James Chalmers

Answers for John Greig Multurer of the
Newmiln of Stobhall to the Representation
of James Smeiton in Strelitz

The Defender after being indulged in two Diets to Compear and Depone failed to appear and on that account was held as confessed and decerned in payment of the abstractions Ring bear and water oats libelled with expences against which Interloquitor the defender has thought proper to present the said Reclaiming Petition and has assigned the following reasons for altering the same which the Pursuer now falls to answer.

As to the first reason assigned that the Defender took his possession free of Bondage from the deceased George Young. It is answered that this very Defence was urged in the Defences & most justly repelled, the Pursuer was tacksman of the Miln Libelled by a tack by the late Duchess Dowager of Perth who had right to the Miln & thirlage by locality & was in possession of that locality for upwards of Fourty years and without her Consent the Pursuer her tenent who paid considerable grassum for his tack could not be deprived of the right of thirlage of the land of Whitely now Called Strelitze if the Defender took his possession of Mr Young for the Trustees on the Annexed Estate of Perth free of thirlage to the said Miln he may seek his recourse from them but he is certainly liable at the Pursuers instance.

As for the second reason assigned for altering the said Interloquitor that the Secretary to the trustees imposed many regulations & instructions to the Inhabitants of Strelitze yet none of these Established the thirlage & that a servitude of that nature is never presumed without ane express obligation upon the tenent It is answered that the Secretary had no occasion to mention in his regulations any thing relative to the thirlage which he knew was sufficiently Constitute without his doing so & his not doing it is a convinceing Prooff that he meant the Defender as well as the rest of the Inhabitants of Strelitze were to frequent the miln & remain thirled as formerly.

As to the third reason that the Pursuer received from the Trustees a certain Sum to give up his possession of Whitely and all claims he had upon it It is answered that he had a tack from the said Dutchess of a farm? of the lands of Whitely and as the Trustees could not Execute their plan they had formed of building a Small Village for the Accomodation of Soldiers who had Served in the Army & were disbanded without Purchasing the Pursures tack they agreed to give him a Sum of money for renouncing his tack of these Lands but they did not Purchase from him his rights to the thirlage of these lands nor did they Exempt these lands from that thirlage, the lands remained thirled as before & nothing can free them from that Servitude but ane Express exemption & immunity the Defender has no right whatever to plead upon this. This to him.

As to the fourth reason that Supposing the Pursuer has a right to the thirlage It is the trustees & not the Defender who are liable for the abstractions and therefore he Suggests that their Factor ought to be Called in this Process as the issue may affect them It is answered that it is the Possessors of the lands within the thirle who are liable in the Servitude of Thirlage the multurer has immediate Action against the tenents of there lands, but it is aboured to alledge that he has any Claim against any other of the tenents think they have any Recourse against the Trustees they may ask it of them for their Relieff the Pursuer has no Claim against the Trustees or any other Except the tenent and therefore it would be very improper to Call them or their Factor in this Process.

And as the fifth and last reason that the abstractions libelled are much greater than his Possession could yield & that the defendeer Could only be liable in a proportion of the Ring Bear & water oats effeiring to the Six acres of land he possesses & that the Pursuer had liberate the Defender from the thirlage It is answered that the Pursuer wanted no advantage of the Defender as he had referred to the Defenders oath the quantity of victuall he had abstracted yearly during the years libelled to the Defenders oath and he had himself to Blame for not appearing upon one or other of the two days assigned him for that purpose the Six acres of land he possesses belonging to the town of Whiteley and the Pursuer asks no more of him but a just and equall proportion of the Ring bear and water oats which were always paid out of the said town and the Pursuer denied that he ever liberate the Defender from the said thirlage and tho' the Defender Examined witnesses for proveing this alledgeance which was made in Process before the Interloquitor was pronounced in this Process alloweing the Pursuer a Proof of the Thirlage and the Defender a Proof of his alledged liberation yet the defender failed in proveing his liberation. Upon the whole as this Representation has been Calculate of purpose more with a view to distress the Pursuer & to delay the action than with any view of Success for the Defender's proponeing the said Defence that the Pursuer had liberate him from the thirlage is the strongest acknowledgement he could have made that he was thirled and absolutely destroys all his other frivolous Defences & arguements, the Proof brought by the Pursuer of the Thirlage is as strong as could be either be wished or Expected and it is hoped that your Lordship will have no difficulty in refussung the desire of the representation and in adhering to the Interloquitor Repersented against and to allow the Pursuer to give in ane Accompt of the Expences of Process he has been wrongously brought to by the Defender's groundless litigation and to Decern him in the full Expencc of the Process which he Pleads he is Fully intituled to, and it may have a good Effect in Causeing other persons within the thirle to do him Justice.

Perth 22 July 1774

John Rutherford proc. for the Pursuer

No. 9

Perth 3 August 1774

Compeared the defender James Smeiton and being solemnly sworn and examoned depones that he cannot say what quantity of corns he abstracted from the pursuers mil crop 1772 having kept no compt thereof and this is as he shall answer to God and he adjects?to his oath that he did not himself thirled to the mill which was the reason he kept no

Signed James Smitton

The Is the report of the forsaid Audit Com.....

Francis Gordon Clerk

The defender has deponed under protestation that his doing shall no ways hurt his defence when he was just now examined upon oath he told that he kept no a..... for the 1772 or the three preceeding years which he has ground his corn at other milns & no more time? That he kept and cut last year Crop 1773 and offered to depone that he grounded seven firlots two pecks of bear shilling and three pecks of bear which was all his but the seed and two bolles two pecks oat shilling which was his whole oats said crok excepting corn – and he was obliged to buy three bolles and a firlot of victual for his family. That he likewise offered to depone that his last crops would not exceed crop 1773 by more than two bolles – and he has had as vad a crop the last during said four years. That he two soldiers who absconded and is exactly on the same footing which the soldiers – and if required he will depone on those facts. he again protests that the same shall not hurt his plea of exemp..... form thirlage
Perth 3 August 1774 signed James Smitton

Perth 5? or3? August 1774

Having considered this process down..... the defender

William Mercer.

Decreet Greig ag^t. Smitton

Page 1

At Perth the 5 August 1774 in presence of William Mercer Sheriff Substitute of the shire of Perth sitting in judgment in a Sheriff Court of the said shire lawfully fenced? and affirmd Anent the summons and action raised intended and Before the Sheriff Principal?/Depute? of the said shire and his Substitute at the instance of John Greig Tenant in Newmiln of Stobhall pursuer against James Smeitton Tenant in Strelitz Defender which Summons maketh mention that albeit and that therefore and anent the charge and citation lawfully given to the said defender to have compeared upon a certain day already bypast the said pursuer compeared by John Rutherford Writer in Perth his procurator also produced the forsaid summons and also produced sum processes as after mentioned the Tack of the Miln libelled and Execution thereof ^ and the said defender Compearing by James Chalmers writer in Perth his procurator who for him proponed and alleged as after mentioned the himself? and thereof with the Rights Reasons and allegations of parties compearing as said as being read heard seen and considered by the said Sheriff Substitute and he being therea..... and the Tack of the Miln libelled produced for the pursuer as after mentioned and with the deposition of the witnesses after insert ^ and the whole other steps of procedure in the said action will? under? advised and declared and ordained and ordains the James Smitton to make payment to the said pursuer John Greig of the said sum of £30 scots as the Value of the said Multure and Meal due to him Item of the said sum of £9 scots as the value of 15 lippies of Dry Multure or Ring bear as his proportion thereof payable out of his possession being three Lip. yearly and of the said sum of £1 scots as the Value of seven Lip. & a half of oats

as his proportion of water oats at the Rate of 1¹/₂ Lip. yearly for each of the said five years for the pursuers upholding his the Defenders part of the damm Dyke; as also of a third part more of the same sums of Expencc of Plea Because at the first Calling of the said summons and action which was upon the 18 June 1773 in presence of the said Sheriff Substitute the said pursuer Compearing by his said procurator who produced as aforesaid and the said defender being lawfully summoned to this action in manner forsaid and being three several times called by a Macer from the Bar but failing to Compear

- No.1 the said Sheriff Substitute in respect ... against which interloquitor James Chalmers Writer in Perth as procurator for the Defender afterwards gave in
- 2 the following Representation viz. Representation of which Representation having upon the 30 June 1773 being presented to and read and considered do by the said Sheriff Substitute he laid open and according the procurator for the pursuer afterwards gave in the following answer Viz.
- 3rd Answers and at Calling of the said summons & action upon the 26 January last in presence of the said Sheriff Substitute Parties
- 4 compearing by their said procurators the said Sheriff Substitute having considered. of which plea Act & Comission the following report was afterwards
- do. given in Viz. At Perth the 14 February 1774 In presence of (Here go on with no. 5 att the top of the 9 page) and at Calling of the said summons & action upon the 16 February last in presence of the said Sheriff Substitute parties compearing by their procurators as said is the said Sheriff Substitute granted second Diligence of which plea Act & Commission the following Report was
- do afterwards given in viz. att Perth the 3rd March 1774
- Thereafter the procurator for the Defender gave in the following Representation and Minute of production viz. the Defender produced and together

with the said Representation and Minute of production the procurator for the Defender produced the Copy of the conditions and Regulations therein referred to whereof the tenor follows viz. Conditions

of the said summons and action upon 25 March last in presence of the said Sheriff Substitute Parties compearing by their procurators as said is the said

No.5 Sheriff Substitute allowed ... and of which principal Act & Commission the Report was afterwards given in of the following Representation viz^t.

Perth the 3rd June .. Thereafter the procurator for the pursuer produced A Tack by the late Dutchess Dowager of Perth To his father

No.6 dated 26 March 1755 of the Miln libelled at the calling of the

said summons and action upon the 8 June late in presence of the

said Sheriff Substitute Parties Compearing by their procurators as said is the said

ditto Sheriff Substitute allowed ? Thereafter the procurator for the Pursuer gave in

ditto the following Representation for him viz. The Defenders procurator having seen?

And at Calling of the said summons and upon the seventeenth day off

In presence of the said Sheriff Substitute parties compearing as said is the said

ditto Sheriff Substitute having Considered & found upon which day

so assigned the said summons and action being again

Called the Defender failed to compear and at a calling upon

the 6 July last in presence of the said Sherff Substitute Parties

ditto Compearing by the procurators as said is the said Sheriff Substitute

Thereafter the procurator for the defender gave in the following Representation

No.7 This Process to which Representation the procurator for the pursuer gave in

8 the following answers viz after being and and at

Calling of the said summons and action upon the 7 July

last in presence of the said Sheriff Substitute Parties compearing

by their procurators as said is the said Sheriff Substitute having

considered & laid open upon which day

so assigned the procurator for the Defender gave in the following Representation

No.6 Representation for him viz. The Defender applied to which Representation the
procurator for the pursuer gave in the following Answers viz. The Pursuer
ditto has and the said representation and answers having been considered
ditto by the said Sheriff Substitute he refused and the Clerk of Court
having accepted of the Comission for taking the Defender's oath
he thereafter gave in the following Report Viz. At Perth
9 In presence of Thereafter the procurator for the defender gave in the following
ditto Representation for him viz. The defender has and at calling the said
Summons and action upon the day and date hereof in
pro of the said Sheriff Substitute Parties compearing by their procurators as said is
The said Sheriff Substitute having considered the process decreed against the
Defender as libelled and so the said Sheriff Substitute Gave forth and
Pronounced his Decreet and sentence in the said matter
Decerned in manner aforesaid allendar ordained
by arresting and after charge of fifteen days by pinding
otherwise and be directed hereupon at the instance
of the said John Greig against the said J Smitton Defender
for implement of the foregoing Decreet in all parts.

Decreet
John Greig
&
James Smitton