On the 4th July 1766, the Lords, after advising a reclaiming petition for the minister, and answers for the heritors, "adhered."
Act. D. Dalrymple. *Alt.* A. Rolland.

OPINIONS.

COALSTON. I hold that the *minimum* established by law, is eight chalders, or an equivalent in money; so that, in places where the grain is worth L.100 Scots per chalder, as in the neighbourhood of Beith, the minister must have eight chalders, or L.800 Scots; and as this minister has not L.800 Scots, he has not the *minimum.*

AUCHINLECK. This cannot be the construction of the law; for, had L.800 been the *minimum,* no minister would ever have acquiesced in the *minimum* as generally understood of 800 merks.

1766. *July* 11. WILLIAM BRACK, only Son of William Brack, Portioner of Smallholme, *against* ISOBEL HUTCHINSON and WILLIAM PRINGLE in Easterhead, her Husband.

DEBTOR AND CREDITOR.

A debt being due by a Minor, (who had succeeded to an estate under a destination, burdened with that debt,) and his father, as his administrator-in-law, offering to pay the debt; *found,* That the Father was entitled to demand an assignation from the Creditor.

On the 30th December 1741, William Hutchinson executed a settlement of certain lands in Smallholme, in favour of himself and his wife, Isobel Lamb, in liferent, and to the heirs-male of his body in fee; whom failing, to his eldest daughter, Agnes Hutchinson, and the heirs-male of her body, and the heirs-male of that heir-male's body; whom failing, to certain other substitutes. By this disposition it was provided, that, immediately after the decease of William Hutchinson and his wife, the heirs-male of his body then succeeding, if that should happen, should be personally bound for, and the fee of the lands affected with payment of 500 merks to each of his four daughters: and in case there should be no heir-male of his body, then the substitute on whom the estate should devolve was also declared personally liable, and the fee of the lands burdened with 500 merks to each of the four daughters, excepting her who, or the heirs of her body, should succeed. By the death of William Hutchinson, without heirs-male of his body, and by the death of Isobel his wife, and Agnes his eldest daughter, the succession devolved upon William Brack, the eldest son of Agnes, and he was served heir of provision to his grandfather. Isobel, the second daughter of William Hutchinson, insisted in an action before the Sheriff of Roxburghshire, concluding against William Brack

for payment of the 500 merks provided to her, and also concluding against William Brack, elder, as administrator for his son. William Brack, younger, pleaded, That he was a minor, under eleven years of age, and could neither sell lands nor contract debts for payment of the 500 merks, or of the 1000 merks provided to the other two daughters of William Hutchinson: That, if he should die during minority, and without heirs-male of his body, the succession would devolve upon the heirs-male of the body of Isobel: That, in such circumstances, it was unreasonable for personal execution to go against William Brack, younger: That the decreet to be taken could have no other effect than that of a decreet *cognitionis causa*, on which Isobel might adjudge the estate. William Brack, elder, pleaded, that, as administrator-in-law for his son, he could not be personally subjected in payment of debts affecting his son's estate, but that he was nevertheless willing to pay the 500 merks upon an assignation.

The PURSUER ANSWERED,—That, as William Brack represented his grandfather, *passive* decreet must go against him personally,—execution however being suspended till he come of age: And, as to the offer of payment upon assignation, she refused to accept of it.

On the 8th April 1766, the Sheriff "repelled the defences and decerned."

William Brack, elder and younger, brought the cause into the Court of Session by bill of advocation, and repeated the reasons urged before the Sheriff.

It was ANSWERED for the PURSUER,—That, as William Brack takes by the disposition, he must be personally liable, for that is the condition of his right. As to the offer of payment upon assignation to William Brack elder, there is no law which obliges a creditor to take his payment from a third party upon assignation, when he can recover it directly from the debtor himself upon a discharge. The debtor cannot plead that he will not pay, because a third person is willing to purchase his debt.

On the 11th July 1766, "The Lords remitted to the Sheriff, with this instruction, that he see an assignation made out."

1766. *July* 16. CORPORATION of HAMMERMEN in STIRLING, *against* JOHN GOODFELLOW, Watchmaker there.

The privileges of the Corporation of Hammermen in Stirling, found not to extend to the exclusion of a Watchmaker's working there, although he refused to enter a member of the Corporation.

[*Faculty Collection, IV.* 74; *Dictionary*, 1963.]

ON the 6th April 1765, John Goodfellow, watchmaker, was admitted, by the magistrates and town-council of Stirling, "to the liberty and freedom of a burgess, *qua* hammerman, took the burgess oath, and paid the dues of his entry." By entering as a craftsman of one of the incorporations, he paid only half of the dues which he would have paid had he entered as an ordinary burgess. Good-