

## NUISANCE.

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A FENCING school over head of a house in Edinburgh has been deemed a nuisance, and the master ordered to remove; 2 Falc., No. 134. A smith's shop in a second storey of a land in Edinburgh, though vaulted. The same 1, *New (Falconer) Coll.*, No. 206. But when the question lately occurred in the case of one Harley, a stocking weaver in ; and again, in the case of one Paterson, a printer in the Lawn-market,—both were allowed. Mere inconvenience is not sufficient.

The case of a lime-kiln was contested, *anno* 1767, between Mr Dewar of Vogrie and William Frazer of Foord, and allowed, 4, *New Coll.*, No. 50.

A house of office no nuisance, 11, *New (Faculty) Coll.*, p. 418, *Clark* against *Gordon*. See the case of a brick-kiln, 4, *New Coll.*, No. 79.

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## PACTUM ILLICITUM.

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1774. July 23. ANN M'KENZIE *against* GEORGE FORBES.

A *pactum de quota litis*, by way of contract, between Ann M'Kenzie and George Forbes, writer, on a summar application, declared by the Lords to be contrary to law, and to the duty of Forbes his profession as an agent; therefore declared void,—and Forbes suspended from his office of agent till 10th November 1774; the Lords declaring that, in this case, they proceeded to no higher punishment, in respect he acknowledged his fault and that it appeared he erred through ignorance and not from any criminal design. See Books of Sederunt. By the contract, Forbes was to have a third of what sum should be recovered, and two-thirds of the expenses; or, in case no sum was recovered, he was to have £5 sterling. On his part, he became bound to carry on the plea till its determination by the Court of Session.

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### ELECTION of the MAGISTRATES, &c. of STIRLING.

ALEXANDER, Jaffray, and Burd, leading men in the politics of the burgh of Stirling, resolved, for the purpose of joining themselves more firmly to each others' interest, to enter into a bond of association, binding themselves to that