they have admissions, expressly incorporating them to the *confratri* of masons, wrights, and their brethren, by their admissions produced. Likeas they are all distinct trades; having distinct masters; and breeding apprentices; and as fit to be deacons as the other trades already incorporated; who, in the oversight of the work of the incorporation, take the assistance of the masters of the particular trades; neither could the town hinder; but they have actually consented, and have received the composition of those three trades: nor is there any pretence of the king's consent, who acted, by reference, as arbiter, and considered only the balance betwixt merchants and trades: and, seeing these trades have always, since their erection, exercised all social acts, by voting in the election of deacons, and being boxmasters, there is no pretence for excluding them from being deacons: and, *in dubio*, the admission should be interpreted against the wrights and masons, granters of the admissions, who, though they limit their trades as to the extent of their trades, yet it is without any limitation as to privileges.

The Lords found all these three trades capable to be deacons likewise.

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1676. *February* 3. THOMAS CULTIE and ——— HUNTER *against* EARL of AIRLY.

THOMAS Cultie and ——— Hunter pursue the Earl of Airly, upon a bond of corroboration granted by him, corroborating two bonds granted by his father after this Earl was infeft in the estate; for which two bonds he could not be overtaken but by this bond of corroboration only.

It was ALLEGED for the Earl, That the pursuers have no title or right to this bond of corroboration, but only to the two bonds corroborated; the assignation whereof doth not so much as contain that ordinary clause,—"With all that hath followed, or may follow thereupon,"—albeit it be granted after the bond of corroboration; and, therefore, it must be understood that the cedent did, of design, forbear to assign the bond of corroboration, that the defender might not be distressed thereupon.

It was ANSWERED, That the assignation to the principal bond and debt carrieth with it, without any express clause, all accessory securities; *quia accessorium sequitur suum principale*, unless there had been an exception or reservation; which is the ordinary way; otherwise, the bond of corroboration would, without consideration, be evacuated: for it could not belong to the cedent, seeing he is denuded of the sum; and it is now pretended that it could not belong to the assignee; but here the matter is very clear, that the cedent designed not to reserve the bond of corroboration; because it is produced by the assignee, which presumes the delivery thereof to him: And that clause,—"With all that hath followed," &c. is *ex stilo*; as is the clause,—"With power to pursue, compone, and discharge:" yet all of them are implied in the very assignation to the debt, unless they be reserved.

The Lords sustained process upon the assignation; and found it reached the bond of corroboration, as being delivered to the pursuer.

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