

No 3. Laird of Drum and my Lord Forbes obtained the King and Council's consent to their contract of banishment of John Forbes of Cossundie, and his accomplices, and that the decreet-arbitral betwixt the Arthours and Walleis, for banishment of the Walleis, was not sustained till it was ratified by the King.

Fol. Dic. v. 2. p. 19. Haddington, MS. No 2427.

No 4.

1632. March 24. LAIRD OF CAPRINGTON *against* GEDDEW.

ONE Geddew a collier, gives his bond to the Laird of Caprington, to serve and work at his coal-heughs during all the days of his lifetime. Notwithstanding, he leaves the Laird, and enters in service with the Laird of Craigie-Wallace. Caprington pursues the collier upon his bond. It was *alleged*, that the bond was made *contra bonos mores*, and christian liberty, and of the nature of a bond of man rent. The LORDS repelled the allegiance.

Fol. Dic. v. 2. p. 19. Auchinleck, MS. p. 17.

* * * Durie reports this case :

In a pursuit against Geddew, for payment of certain sums, for being absent from Caprington's work, at his coal-heugh, contrary to the tenor of Geddew's bond, whereby he had obliged him to work at Caprington's coal-heugh during all the days of his lifetime ; and the Laird of Craigie-Wallace, who was master to Geddew compearing to defend him ; *alleged*, that this bond was null, and ought not to be sustained in any christian nation, seeing it was against good manners, and christian liberty, to take any person perpetually bound to a perpetual and miserable servitude, and also against the acts of Parliament, which prohibit all leagues and bonds among the subjects, as the 43d act 6th. Parl. Queen Mary, and 12th act 10th Parl. James VI. For it is against all equity and natural liberty, to take the free liege of his Majesty obliged to perpetual servitude. This allegiance was repelled, and the bond found lawful and sustained.

Act. — & *Gilmor!*

Alt. —

Clerk, *Gibson.*

Durie, p. 632.

1728. December . . .

ALLAN and MEARNs *against* SKENE of Skene, and BURNET of Monboddø.

No 5.

THE tacksmen of the fishing boats belonging to the village of Johnshaven, entered into a contract with the masters and crews of several of these boats, by which they became bound for the space of three nineteen years, to pay to

the tacksmen forty four pounds Scots for each boat yearly; that during this time they were to be as *adscriptitii* or *villani* astricted continually to their respective boats, so that not one of them, during all that time, could remove from the village of Johnshaven, or so much as from one boat to another. Two of the above fishers being under age when they signed the contract, raised a reduction thereof, upon minority and lesion. The defence was, that there was no lesion, fishing being the pursuer's trade, and which, should they be loosed from this contract, they could follow under some other master, or in some other place. This contract was notwithstanding reduced, as being too great a restraint upon natural liberty.—See APPENDIX.

Fol. Dic. v. 2. p. 19.

No 5.

1735. January 15. STALKER against CARMICHAEL.

CARMICHAEL and Stalker entered into a co-partnery of bookselling within the city of Glasgow, to continue for three years; and because the place was judged too narrow for two booksellers at a time, it was stipulated, 'that after the expiry of three years, either of them refusing to enter into a new contract upon the former terms, should be debarred from any concern in bookselling within the city of Glasgow.' In a reduction of the contract, the LORDS found, the debarring clause in the contract is a lawful paction, and not contrary to the liberty of the subject.—See APPENDIX.

Fol. Dic. v. 2. p. 19.

No 6.

SECT. III.

Parents, Tutors, &c. taking money under the name of a
Gratification.

1622. July 30. CARNOUSSIE against AUCHANACHIE.

IN a suspension raised by Carnoussie, the LORDS found a bond of five hundred merks unlawful, which Auchanachie had taken from Carnoussie for his furtherance of the block of Pittindreich, pertaining to Auchanachie's sister's son, who was interdicted to him; because an interdictor should take no profit for any block of land pertaining to the man interdicted to him. And albeit the bond did bear borrowed money, yet Auchanachie was made to swear the

No 7.