

1762. *June 22.*      ROBERTSON *against* ROBERTSON.

IN this case it was found that a bond of provision, granted by a father to his daughter and the heirs of her body, and her assignees, in a contract of marriage all-en-arily, might be uplifted by the daughter without finding caution to repay the same in the event of her dying unmarried. This judgment was unanimous.

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1763. *June 22.*      TAILORS of POTTERROW *against* TAILORS of EDINBURGH.

THE Potterrow and Bristow is part of the barony of Inverleith, the baron of which, in the year 1594, erects the tailors of Potterrow into a corporation. In the year 1648 the town of Edinburgh purchased from the baron the superiority of the barony, and the tailors of Edinburgh took this opportunity to bring under subjection to them the tailors of Potterrow, upon pretence of the Act of Parliament, 156 *anno* 1592; and, in the year 1649, they persuaded a number of the tailors, in-dwellers of the Potterrow, to enter into contract with them, whereby they subjected their corporation to the tailors of Edinburgh, and bound themselves and their successors in office to take their admission from them, to pay admission dues, &c.; and this contract was signed upon the back by every man that was admitted into the trade, and by many of the pursuers; and, by virtue of this contract, the tailors have been admitted and the dues paid ever since. The present tailors having raised a reduction of this contract, and a declarator of their rights and privileges, the contract was unanimously reduced by the Lords, and with it a bill which had been granted for the admission-money of eight tailors; and it was found that such a contract could not be the ground even of prescription.

*N. B.* It was PLEADED, that a corporation, by the most regular and formal act, could not give up its privileges in prejudice of its successors in office; and, to prove this, several decisions were quoted, particularly a case decided a few years ago betwixt the *Weavers in Glasgow and the Weavers in Calton*, in the neighbourhood of Glasgow; and likewise the case of the *Barbers of Edinburgh* against the *Barbers of the Canongate*.

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1763. *June 24.*      M'CULLOCH *against* M'CULLOCH.

IN this case the Lords found, without a division, that a man bound, by his contract of marriage, to give his land estate to the heir of the marriage, might portion a younger son with a reasonable part of that very land.

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1763. *June 30.*      RUSSELS *against* RUSSEL.

IN this case the Lords would not determine the general point, that where an