

1785.

Ordered and adjudged that the appeal be dismissed, and the interlocutors complained of be affirmed.

YOUNG

r.

BROWN, &amp;c.

For Appellant, *B. W. Macleod, John Mackenzie.*

For Respondent, *Ilay Campbell, Sylv. Douglas.*

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ALEX. YOUNG, a Linen Printer,	-	<i>Appellant;</i>
MESSRS. BROWN and Company, Merchants,	}	<i>Respondents.</i>
Glasgow,		

House of Lords, 7th June 1785.

CONTRACT—APPRENTICE.—An apprentice having bound himself to one Company, and his services, on its dissolution, having been transferred to another Company. Held, by the terms of his agreement he was bound to serve the new Company.

The appellant, Alexander Young, by articles of indenture, dated April 1781, engaged himself as apprentice to *Messrs. Macalpine, Fleming, and Company*, merchants in Glasgow, binding himself “to serve the said concern of *Macalpine, Fleming, and Company*, at their printfield of Dalquharn, or the subsisting partners of the said concern, who may carry on the business, or their managers for the time being, &c.

The appellant entered on the duties of his apprenticeship, and continued therein until, as was alleged, the whole partners came to the resolution of dissolving the company, which they did, by a minute signed by them, dated Nov. 1784, in the following terms:—

“ We unanimously resolve, and agree to dissolve the partnership, and it is hereby dissolved accordingly; and we hereby order our affairs with all convenient dispatch, to be brought into as narrow a compass as possible; the goods and effects of the company to be disposed of, and the company’s debts to be paid off with all expedition. And we further resolve that the dissolution shall be advertised in London Gazette, and the Edinburgh and Glasgow Papers.”

After the dissolution of the concern in this manner, some of the partners of the old concern resolved to form a new Company, which was done under the social name of *Messrs. Brown and Company*.

The question was, having been engaged as apprentice to *Macalpine, Fleming and Company*, and that company having been dissolved, Whether the appellant was bound to serve a different company altogether, namely, the respondents *Messrs. Brown and Company*?

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YOUNG  
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The appellant contended, that it was no answer to him to say, that some of the partners of the old concern were partners in the new partnership, because it was manifest that before such new partnership was formed, the old concern had ceased to exist. The new concern, therefore, was a totally different concern altogether, and there being no power to transfer his services, and he having bound himself to *Macalpine, Fleming and Company* alone, *Messrs. Brown and Company* had no power to force him to serve them. It was answered for *Brown and Company*, That the concern of *Macalpine, Fleming and Company* subsisted in the same way as when the articles with the appellant were entered into, except that the firms had been changed; and, moreover, by express contract the appellant bound himself "to serve the company, and the subsisting members thereof carrying on the business." Only one member retired from the concern, and his share having been bought up by the remaining partners, the concern continued and subsisted under the remaining partners carrying on the business.

The appellant's bill of suspension was refused by the Lord Ordinary (*Hailes*); and, on petition to the Court, the Lords adhered. Feb. 24, 1785.  
Mar. 5, 1785.

Against these interlocutors the present appeal was brought to the House of Lords.

After hearing counsel, it was

Ordered and adjudged that the appeal be dismissed, and that the interlocutors be affirmed with £100 costs.

For Appellant, *Edward Bearcroft, W. Adam.*

For Respondents, *Ilay Campbell, J. Morthland.*

CHARLES MERCER, Esq., of Letbindy,  
REV. MR. WILLIAMSON,

*Appellant ;*  
*Respondent.*

House of Lords, 17th March 1786.

MANSE—BUILDING OR REPAIRING.—Held, where the presbytery had ordered an old manse to be pulled down, and a new one built, that