

No 80.

Upon a complaint, the magistrates condemned Crosse to a fine of 100 merks as guilty of a breach of the exclusive privileges of the corporation, by packing and peeling with unfreemen.

Crosse having suspended, it was *pleaded* for the chargers, That, as Miller was the person employed to furnish the coffins, and supplied the wood for that purpose, so the intervention of Crosse was no more than a colour to enable an unfreeman to work with impunity within the liberties.

Answered: Miller might have contracted with an unfreeman to make the coffin, and then brought it into the city ready made; so that, to find that he could not employ a freeman to make it, would be to the manifest hurt of the corporation.

Indeed, the furnishing of coffins cannot come under the exclusive privilege of the corporation of wrights. A wright can only make the wooden part; the cutting of the cloth belongs to the taylor craft; and the preparing of the nails, screws, and hammers, belongs to the craft of hammermen. A work which requires the intervention of so many different crafts, cannot be peculiar to any one corporation. And, accordingly, the profession of *undertakers* has been established, whose province it is to take the whole management of funerals, to employ the different craftsmen, and to provide every necessary article; but it cannot be said that *undertakers* are bound to enter with any particular craft.

THE LORDS 'suspended the letters *simpliciter*.'

Nota. It was objected, in the beginning of the proceedings, that the corporation had not produced their seals of cause; but this objection was passed from, it being admitted that the corporation had been long established and acknowledged as such; so that, even without a seal of cause, their privilege would be supported by prescription.

For the Chargers, *Lockhart, Cosmo Gordon.* *Alt. Montgomery, Sir Dav. Dalrymple, W. Stewart,*
Clerk, *Pringle.*

G. Ferguson.

Fac. Col. No 7. p. 209.

1766. July 4.

CORPORATION of SHOEMAKERS of EDINBURGH *against* WILLIAM MURRAY.

No 81.
It is lawful
for a free-
man to join
stocks with an
unfreeman.

WILLIAM MURRAY, freeman shoemaker in Edinburgh, having views to extend his trade, entered into a written agreement with Alexander Learmonth, tanner in Edinburgh, an unfreeman; the sum of which was, that each of them should advance a sum of money for carrying on their respective branches, and that the profit or loss on both branches should be divided equally betwixt them. This produced a complaint to the magistrates by the deacon and treasurer of the incorporation of shoemakers; subsuming, That by their seal of cause freemen are prohibited to pack or peel with unfreemen, or to be their partners, or to make

conventions with them ; and concluding against William Murray a forfeiture of his freedom, &c.

‘ THE COURT found the agreement lawful.’

It is indeed unlawful for a freeman to protect an unfreeman, by enabling him to work within the town for the service of the market. But it is not unlawful for a freeman to join stocks with an unfreeman for the mutual benefit of both, more than to borrow money from an unfreeman. To prohibit such an agreement would be to favour the opulent of a corporation, by debarring others to aid themselves with the money of strangers.

Sel. Dec. No 248. p. 320.

1766. July 4.

JOHN GOODFELLOW, Watchmaker in Stirling, *against* The CORPORATION OF HAMMERMEN there.

JOHN GOODFELLOW, by profession a watchmaker, having come to Stirling to exercise that employment, and having, in consequence thereof, taken a house and shop, was soon thereafter informed by the deacon of the hammermen, and other members of that incorporation, that the trade of watchmaking within the royalty was confined to their corporation ; and that, therefore, he could not exercise that employment there without permission from them.

It appeared that John Goodfellow had a communing with the deacon and incorporation, and afterwards was admitted burgess *qua* hammerman, by which he paid but the half of what he would otherwise have paid, had he been admitted as a common burgess. But having refused to make an essay-piece in order to his being entered with the trade, although repeatedly ordered so to do, a complaint was exhibited against him before the magistrates of Stirling, at the instance of the Corporation, and his defences having been over-ruled, the following interlocutor was pronounced by them : ‘ Having considered the petition and representation, with the extracts of the hammermen-trade produced, with the defences and answers, and having also seen the council-book of the burgh, wherein the defender was admitted and sworn as a burgess *qua* hammerman of the said burgh, and, on that account, only paid L. 12 Scots of entry-money as a tradesman, which, had he entered an ordinary burgess, would have cost him L. 24 ; therefore repels the defences in respect of the answers, and the other reasons before mentioned ; and finds the defender cannot follow his business as a watch or clockmaker within the burgh, without entering with the trade, and appoints him, within a few days thereafter, to go on and finish his essay.’ And he having still delayed to make an essay-piece, ‘ they prohibited and discharged him from exercising any branch or part of the business peculiar to the hammermen craft within the burgh, while he continued unentered with them, under the penalty of five shillings Sterling, to be forfeited by him to the said craft, for each

No 81.

No 82.

The privileges of the Corporation of Hammermen in Stirling, found not to extend to the exclusion of a watchmaker's working there, altho' he refused to enter a member of the Corporation.