

seemed indeed all to differ from the Ordinary;—but they adhered to that part of it finding sufficient evidence that the defenders had performed, and found there was no necessity to determine the other points.

**No. 5. 1742, Dec. 2. SIR JOHN ANSTRUTHER *against* MAGISTRATES OF
PITTENWEEM.**

See Note of No. 1. *vide* ALTERNATIVE.

PACTUM ILLICITUM.

**No. 2. 1734, Dec. 17. WEAVERS OF CALTON *against* WEAVERS OF
GLASGOW.**

THE Lords reduced the contract *in toto*. My reason was, that the weavers of Glasgow had in effect given the weavers in these suburbs an exclusive privilege which they could not do, and that being the basis of the whole contract behoved to fall. Some thought the act 1592 concerning trades in suburbs was in desuetude, to which I own I could not agree, because many decisions had been founded upon it though giving it a different construction, partly between the weavers of Stirling in 1628, the weavers in Perth and Bridgend in 1669, the weavers of Stirling in 1671; and the same act had been the foundation of the decisions between the wrights of Edinburgh and Portsburgh, the tailors, shoemakers, &c. Others thought the contract might subsist in part,—but upon the vote it carried as above.

No. 3. 1735, Jan. 15. STALKER *against* CARMICHAEL.

The Lords found the petition as to the usury not competent, and the other point, that the contract was against natural liberty, not relevant, and therefore refused the bill without answers.

No. 4. 1735, July 3. ARCHIBALD GILLON *against* FAIRFOUL.

THE Lords found Archibald Gillon the cedent's oath competent. 2dly, They found the trustees obliged to produce him to dispo.

**No. 5. 1735, Nov. 19. JOURNEYMEN TAILORS *against* THE MASTER
TAILORS OF EDINBURGH AND CANONGATE.**

AFTER long debate delayed, 18th June.—19th November, The Lords Adhered to the former interlocutor, and further found the reduction not competent *hoc statu*, and therefore refused the bill.