

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.