and, consequently, that the salmon could not have been sold to advantage at Venice.

As to the *first*, Messrs Stoner and Company did not know any thing, at that time, of the nature of the leak, and it was easily stopt up.

As to the *second*, it seems trifling to say that the market for salmon at Venice depended on *Lent*, for, in Roman Catholic countries, there are many *fish-days* throughout the year; and, at Venice, there are many thousands of the Greek Church who observe different Lents, not connected with the observances of the Roman Catholic Church.

Messrs Stoner and Company did not *know* the current price of salmon at Venice: what they said was merely from *guess*.

Besides, Messrs Richardson and Company might have inclined to sell the salmon at Venice on a *small* profit, or on no profit at all, in order to begin a trade of exporting salmon from the Tay to Venice.

One merchant is not to judge for *another*: and the advice here given seems strange advice.

If advice *only* had been given, I should have doubted of making Stoner and Company liable: but this was not *mere advice*. They accommodated Captain Martin with every thing; and, having helped him to sell his salmon at an under value, they loaded his ship on an adventure of their own, and sent it *back* to Scotland.

This seems the real cause of the transaction: Messrs Stoner and Company would not suffer Messrs Richardson and Company to speculate *forwards* to Venice; but they took this chartered ship, and speculated *backwards* to Scotland.

It is said, "that part of the salmon was damaged." What then? 1*st*, The qnantity might be about one-fifth of the whole. 2*d*, Not damaged to the amount of 20 *per cent*. 3*d*, *This* not known when the cargo was sold at Cadiz.

On the 20th November 1783, "The Lords found Messrs Stoner and Company liable;" adhering to Lord Elliock's interlocutor.

Act. A. Wight. *Alt*. Ilay Campbell, A. Tytler.

Diss. Justice-Clerk, Kennet, Alva.

Non liquet, Westhall.

1783. *December* 4. WILLIAM YOUNG, Deacon of the Bakers in Edinburgh, *against* WILLIAM DOWIE.

BURGH ROYAL—EXCLUSIVE PRIVILEGE.

Exclusive privileges of the Incorporated Crafts not confined to manufacturing alone.

[*Fac. Coll. IX*. 209; *Dict*. 1976.]

HAILES. If the argument for the defender be good, all the rights of the in-

corporation of bakers will be annihilated. All that can remain with them is the privilege of having ovens within the liberties of the city; a privilege neither useful nor profitable. As to the privilege granted by the Dean of Guild, he cannot grant a privilege inconsistent with the rights of a company over which he has no power; and indeed he does not seem to have meant to grant it.

On the 4th December 1783, "The Lords decerned against the defender;" adhering to the interlocutor of Lord Braxfield.

Act. R. Sinclair. *Alt.* W. C. Little.

1783. *December 5.* DAVID, VISCOUNT STORMONT, *against* ALEXANDER FARQUHARSON.

INHIBITION.

A, a creditor of B, used Inhibition. Sometime afterwards B conveyed his lands to a trustee for behoof of all his creditors, with power to sell. A did not accede to this trust. The lands were sold; but the purchaser was not infeft, when A claimed a preference over the price, in virtue of his Inhibition. *Found,* That he was not entitled to any preference.

LORD STORMONT being creditor to Mr Carruthers for L.1000, due by bond, used inhibition in November 1778. In March 1779, Carruthers executed a trust conveyance of his estate to Mr Farquharson for behoof of all his creditors, with power to sell the land, and distribute the price. A deed of accession was made out, which contained the following clause:—"declaring, that, in case any of the creditors who shall refuse to accede to the said trust-right, shall proceed to lead an adjudication, or other diligence, for evicting the subjects made over to the said trustees for our behoof; then it shall be competent to all and each of us to use the like diligence for preserving a *pari passu* preference to us." This deed was signed by most of the creditors; but Lord Stormont did not accede.

The trustee sold the estate in parcels to different purchasers, of whom some were infeft, but others were not. Lord Stormont having claimed a preference, a multiplepoinding was raised for the purpose of trying the question between the parties.

PLEADED by LORD STORMONT,—That the sales made by the trustee, and the trust itself, being reducible at his instance *ex capite inhibitionis*, this secures him a preference, because it lays an incumbrance on the lands, which cannot be got quit of without payment of his debt;—*Monro of Pointzfield* against *Robertson*, 1777: That, although the inhibition cannot of itself give any preference, and although it could not have that effect even indirectly, if it were in the power of the other creditors to adjudge, and come in *pari passu*, yet they cannot now adjudge lands which they themselves have sold to third parties. It is true that some of the purchasers are not infeft, but still matters are no longer entire; and the creditors, by adjudging from such purchasers, would expose themselves to claims of damages, and matters would be involved in inextricable difficulties.