1816.

CAMPBELL, &c. *v.* HAMILTON, &c.

" that the defence of the ship 'Sarah' not being seaworthy " when she sailed from Greenock on her voyage to America, " in September 1807, is not established in a satisfactory man- " ner; on the contrary, that the pursuers have shown, that " the ship was in a condition to encounter the ordinary perils " of the intended voyage, and that the loss of the said ship " is reasonably to be attributed to the extraordinary unforeseen " perils of the sea: Therefore, reduces the decree of the " Judge Admiral, and decerns, and declares accordingly: " And further, decerns against the defenders for payment of " the sums underwritten by them, severally and respectively " with interest, all in terms of the conclusions of the libel: " Finds expenses due, including those incurred in the High " Court of Admiralty; allows an account thereof to be given " in, and remits to the auditor to tax the same, and to report. " Lastly, in respect that the case is of considerable impor- " tance in itself, is attended with difficulty from the con- " trariety of evidence, from which diversity of opinion may " arise, and is fully discussed in the memorials for the parties, " recommends to them, if dissatisfied with the interlocutor to

June 24, 1812. " apply to the whole Court." On representation, his Lordship adhered.

Nov. 28, 1812. Feb. 17, 1813. May 18, 1813. June 29, 1813. The Court, after four reclaiming petitions having been lodged against the above interlocutor in which the case of Watt *v.* Morris was relied on (*ante* vol. v., p. 697), adhered.

Against these interlocutors the appellants (defenders), brought the present appeal to the House of Lords.

After hearing counsel,

It was ordered and adjudged that the interlocutors complained of, be, and the same are hereby affirmed.

For the Appellants, *Wm. Adam*, *John Clerk*, *Wm. Buchanan.*

For the Respondents, *J. A. Park*, *Robt. Forsyth.*

NOTE.—Unreported in the Court of Session.

1816.

WILSON *v.* LAIDLAW.

JOHN PETTIGREW WILSON, residing at Shettlestone, near Glasgow, . . *Appellant;*

WM. LAIDLAW, Writer in Dumfries, solvent partner of James Milligan and Company, formerly Merchants in Glasgow, . } *Respondent.*

House of Lords, 29th June 1816.

MINOR—OBLIGATIONS WHEN IN TRADE—IN REM MINORIS VERSUM —CURATOR—SETTLED ACCOUNT.—A minor was engaged by his father in a copartnery trade, at fourteen, held (1) That the minor, on the failure of the concern, was liable in payment of the Company debts. A claim was made by one of the partners, for advances to the Company, held (2) That the minor was not liable to pay such debt, as in a question between partner and partner. But (3), as in a question with the *bona fide* creditors of the Company, held the debt of the respondent, Laidlaw, to be sufficiently established against the Company. Reversed in the House of Lords, and held that there was no sufficient evidence that the debt claimed by Laidlaw's firm was a real debt due to Milligan and Co., by the Green Coal Company, but one due to Milligan, as an individual, who was a partner of the Green Coal Company, and who, if his debt was good, could only demand payment after all the Company creditors were paid. (4) The minor's father had signed and adjusted accounts, wherein this claim was made to appear as a debt due to Milligan and Co. by the Green Coal Company. Held that this did not bind the minor.

The question here at issue arises out of the Green Colliery Company transactions as set forth in the case reported at p. 182, vol. v.

The Misses Pettigrew, the heirs portioners of the estate of Green, had granted to Walter Wilson, a Merchant in Glasgow, who was then married to their sister, Margaret Pettigrew, a lease of the valuable coal on the estate of Green. This lease bore expressly to be for the use and behoof of the appellant, Walter Wilson's son, and to Walter Wilson, merely as "curator" for him.

Certain acts were done by the father in assuming partners to carry on and work this lease of coal, and in forming what was first called the company of Walter Wilson and Co., and afterwards, when James Milligan and James Burnside were assumed as his partners, what was called the "Green Coal Company." To these arrangements the appellant was made to consent, although only from thirteen to fifteen years of age.

It was also stated that Mr Milligan, sometime after becoming a partner, became bankrupt in 1793. No steps were taken, however, to terminate Milligan's connection with the Green Coal Company. The concern, it was alleged, was neither dissolved nor was any notification to the public given, that Milligan ceased to be a partner. And, therefore, he

1816.

WILSON
v.
LAIDLAW.

continued a partner to all intents and purposes. The coal-work still continued under the management of Shiells (another partner) and the appellant's father. John Alexander was appointed Milligan's trustee, and had raised action, and obtained decree in absence, for certain sums due to Milligan by the Green Coal Company.

It appeared that Milligan carried on a different concern, with whom the respondent, Laidlaw, and others, were joined, under the firm of Milligan and Co. The Green Coal Company, acknowledged no dealings with Milligan and Co., but only with James Milligan as an individual; and the transactions had with him were solely individual transactions with him alone. It, however, appeared that Milligan had marked in the books of James Milligan and Co., certain sums as if advanced to the Green Coal Company, apparently to cover some cash deficiencies of his own. And in these circumstances, William Laidlaw, the surviving solvent partner of Milligan and Co., raised an action, against the appellant, for the sum of £336, 19s. 4d., as due that firm. To this last demand the appellant lodged defences denying the claim.

Mr Alexander, the trustee of Milligan, as an individual, brought also an action, *first*, for £845, 10s. 4d., as the balance, exclusive of interest owing to James Milligan, by the Coal Company, consisting of sums advanced, and £119 of interest, and *second* for £300, Milligan's share of profits in the concern.

Then followed the sequestration of the Green Coal Company. And this sequestration was afterwards recalled at the instance of the appellant, but only on condition of his making payment of the debts of the Green Coal Company due to the several creditors of that Company.

The appellant, on his part, also brought an action of reduction on the head of *minority* and *lesion*, against John Shiells, James Milligan, and James Burnside, Walter Wilson, and John Alexander, as trustee on the sequestrated estate of James Milligan, concluding for reduction of the missive or declaration, dated 4th April 1791, subscribed by Walter Wilson, whereby John Shields was assumed as partner in the lease, and declared to be one-half concerned in the said coal lease, and whole machinery and horses, &c., and also of the missives by Walter Wilson and Co., whereby James Milligan and James Burnside were assumed as partners of the Green Coal Company, to the extent of one-sixth share each. This action of reduction came to be tried before Lord Meadowbank, his Lordship pronounced this interlocutor:—"Finds

July 7, 1796.

" the admission by Mr Wilson, senior, of the defender Shiells, " into the benefit of the lease belonging to his son, the pur- " suer, while in pupillarity, and the subsequent transmissions " thereof, null and void *ab initio*, and, therefore reduces, " decerns and declares, in terms of the libel; but, *of consent* " *of the pursuer*, with this reservation and qualification that " before extract, he finds security to pay all the debts con- " tracted for behoof of the concern during the management " of these vitious titles."

Adjustments of accounts then took place, and it appeared that Walter Wilson had adjusted, docqueted, and signed accounts, by which the present claim was made to appear against the Green Coal Company, as a debt due to Milligan and Co.

Through the aid of his aunts, Misses Pettigrew, the appellant paid off the debts of the creditors above alluded to. And the appellant having settled such claims as he considered were sums *beneficially* and *profitably* laid out on his estate, he did not dream of being called under the reservation in the above interlocutor, nor under his bond in the recall of the sequestration, to pay every unjust and illegal demand that might be made. And, lest creditors of the latter class, among whom was the respondent, might take advantage of the above interlocutor, he brought a second action of reduction to annul the whole transactions, deeds, writings, *interlocutors* and *decrees* to his prejudice, bearing date prior to his majority; and *inter alia* the above interlocutor of consent as to payment of the creditors. At the date of this action, he was two years past majority, but clearly within the *quodriennium utile*, allowed to persons to obtain restitution against any deeds done to their prejudice during minority. These actions were conjoined.

As between Milligan's trustee and him, the appellant admitted his willingness to account on the principle, as in a question between partners, of giving credit for the sums actually laid out and expended by the " Green Coal Com- " pany," upon his coal-work, according as the amount should be instructed by their books and vouchers; and that upon the other hand the Company should account to him for the whole free proceeds of his coal intromitted with by them, during the existence of their concern, and, thereafter, by Mr Alexander, as trustee on their sequestrated estate, before he relinquished possession of the coal-work to the appellant in August 1797; and, further, that he was entitled to receive credit for the debts contracted by " Walter Wilson and Co.,"

1816.

WILSON
v.
LAIDLAW.
May 31, 1803.

and the "Green Coal Company," which had been paid by his aunts to the amount of £2000.

Lord Hermand, Ordinary, pronounced this interlocutor :— "Having considered the accountant's report, objections "thereto for John Pettigrew Wilson, and whole writings "produced and referred to, with the summons of reduction "at the instance of the said John Pettigrew Wilson against "John Alexander and others, remitted to, and conjoined "with, this process. In respect, the admission of James "Milligan and others into a share of the coal-work lease, was "in a reduction at the instance of the objector, reduced and "set aside, and the lease itself, and, in particular, the objector's "interest therein, was acquiesced in and homologated by "him, when approaching to, and after he had attained "majority; that a minor, carrying on any trade or profession, "is not entitled to be restored against losses, or misfortunes "incident to such profession or trade; that large sums are "admitted to have been laid out in fitting the colliery, and "erecting machinery thereon, which must have been ad- "vanced by others, as neither the objector nor his father "were able to do so; that the decree of reduction was "qualified with the condition, that the objector should pay "all debts properly instructed against the concern, and the "books appear to have been kept with sufficient regularity "by a partner of the Company, who could have no interest "to state against it debts not truly due; and that, in a "minute, of date the 21st of May current, it is stated, in "the name of counsel for the objector, that he had no ex- "pectation of recovering any other writings than those "already produced: Finds that James Milligan, being found "to have been no partner, must be considered as a "creditor of the Company, for the sums advanced by him; "approves of the report; finds the respondent (Milligan's "trustee), entitled to payment of the sum of £940, 12s. 8d. "sterling of principal, with interest thereof, in terms of the "said report from 1st October 1792, and decerns. With "regard to William Laidlaw, finds, that as the debt originally "claimed by him, has been paid by Misses Pettigrew, upon "an assignation, there is no occasion for any determination "upon that point *in hoc statu*."

A representation having been made against this interlocutor by Mr Laidlaw, and by the trustee on the bankrupt estate of James Milligan, the Lord Ordinary varied the

June 23, 1803. above interlocutor, in so far as to correct an error in the sum

decerned for, and decerned "for payment, to the representers, "of the sum of £1580 sterling, with interest thereof since "1st October 1792, deducting therefrom £321 as the amount "of the two bills paid on assignation," and repelled the reasons "of reduction.

A reclaiming petition having been brought by the appellant against these interlocutors, the Court pronounced this interlocutor:—"The Lords find, that although John Pettigrew Dec. 13, 1806.
"Wilson and his cautioners became effectually bound to pay "all debts contracted by or for behoof of the Green Coal "Company, he did not thereby undertake to answer the "demands of the partners themselves, with whom he had "been duly associated while under age, unless in so far "as such demands could be legally and justly maintained "against him, on the footing of his estate being benefited "by their operations, or by the advances made by them "during the subsistence of the co-partnery; and find that the "said persons must be answerable for the intromissions of "one another, with the proceeds of his estate, and, therefore, "alter the interlocutors complained of, and in so far sustain "the objections to the accountant's report, and remit to the "Lord Ordinary." On another reclaiming petition, the Court so far altered as to find "that James Milligan's con- June 30, and July 1, 1807.
"nection with the Green Coal Company expired upon the "sequestration of his estate on the day of March 1793, "and that the petitioner (Mr Milligan's trustee) is not "liable for the subsequent intromissions of the other partners "of the Company; and in so far alter the interlocutor re- "claimed against, but *quoad ultra* adhere thereto, and refuse "the desire of the petition, and remit to the Lord Ordinary "to hear parties farther as to William Laidlaw's claim." On another reclaiming petition from the appellant, the Court, of this date, advised the same, with answers from Mr Milligan's Jan. 17, 1808.
trustee, and William Laidlaw, and pronounced this interlocutor, "Alter the interlocutor complained of, and find, that "James Milligan's bankruptcy did *not* relieve him from the "liability which he had previously come under, for intro- "missions of the partners with whom he had associated him- "self, as well subsequent to his sequestration, as previous "thereto: Find no expenses due to either party, and remit to "hear parties further, on the claims of William Laidlaw."

On reclaiming petitions from both sides, the Court adhered. Dec. 13, 1808.
After these judgments had been pronounced, the trustee for Milligan's creditors proceeded no further, for it was obvious

1816.

WILSON v. LAIDLAW.

when the account as between partner and partner was stated between them, of debit and credit, namely, debiting the appellant with the sums expended on his coal-work, and allowing him credit, on the other hand, for the amount of the free proceeds of his coal, the balance would be greatly in his favour.

In regard to Laidlaw's debt, the action went on, and the appellant contended that it was impossible to draw any distinction between the debt claimed by Mr Laidlaw in right of James Milligan and Co., and that which was said to be due to Milligan as an individual. It was submitted that both of these claims stood upon the same footing; as James Milligan and Co. could not be considered as common creditors of the Green Coal Company, advancing money to that concern, and entitled to draw payment as strangers who made such advances; for, although it was possible that James Milligan might have borrowed from James Milligan and Co., part of the money paid in by him to John Shiells, yet this circumstance did not create a debt by the Green Coal Company to James Milligan and Co., betwixt whom directly, there had been no transaction whatever.

The Lord Ordinary pronounced this interlocutor, expressed
Feb. 28, 1810. in these words, "Having considered the whole process; finds, "That in repeated interlocutors of the Court, by which the "claim of the trustee for the creditors of James Milligan was "determined, there is an express reservation of the claim of "William Laidlaw, as the only solvent partner of James Milli-"gan and Co., so that his claim in that character remains entire: "Finds that James Milligan and Co. were not partners of the "Green Coal Company; so that the objection stated and sus-"tained against the creditors of James Milligan, who was a part-"ner, does not apply to William Laidlaw: Finds, that under the "bond granted as the condition of recalling the sequestration, "he is entitled to draw from them, in so far as he is a lawful cre-"ditor to the Company, payment of his debt, and allows parties "to be heard on the evidence and extent of such debt."

The appellant reclaimed to the whole Court, contending, "That Mr Laidlaw's present claim is of the same nature "with, and cannot be distinguished from the claim of the "trustee for James Milligan's creditors, and that the effect "of it must of consequence depend upon the issue of the "accounting between said trustee and the appellant."

Nov. 29, 1810. The Court, by a majority, adhered. On a second reclaim-
Dec. 21, 1810. ing petition the Court made a "remit to the Lord Ordinary, "to hear parties upon the allegation of the petitioner, that

"Mr Laidlaw's debt is already paid; but with this qualification, that before being heard upon the plea, the petitioner shall make payment of the expense hitherto incurred by Laidlaw; *quoad ultra*, refuse the prayer of the petition and *adhere to the interlocutors reclaimed against*."

The Lord Ordinary, under this remit, found that the defender "had failed in his attempt to confound the claim of "the respondent as solvent partner of James Milligan and "Co., with that of James Milligan, as an individual." And in a subsequent interlocutor, his Lordship found the debt Laidlaw claimed, "sufficiently instructed by the fitted ac-"count in process," &c., "and found the appellant liable in "£362, 9s. 3d. sterling, with interest from 1st October "1793." And on reclaiming petitions, the Court adhered. June 20, 1811. Dec. 3, 1812. Feby. 11, 1813.

Against these interlocutors the present appeal was brought by the appellant.

Pleaded for the Appellant.—The respondent's claim was, from the first, *irrelevant* and *incompetent* against the appellant. Supposing the existence of a debt or contraction by the Green Coal Company to Milligan and Co. had been once admitted, there were no *termini habiles* for making a demand for it on the appellant. The appellant was not a legal partner of the Green Coal Company, or liable for their debts. The whole judicial proceedings, in which a reservation was made of an obligation on the appellant to pay the debts of the Green Coal Company, and in which security for those debts was given, took place in his minority. These were grossly to his injury; and they fall directly under the second summons of reduction, which was brought *intra quodriennium utile*, and is now one of the actions appealed.

2. Neither could it be stated, that the appellant's estate was benefited by the advances which formed the subject of Mr Laidlaw's claim. On the contrary, Mr Laidlaw declined to prove, that they had been *applied* to the benefit of the appellant's property. Nor was the claim proved to be due to Milligan and Co., though the adjusted account signed by Walter Wilson, makes it appear so, yet, in point of fact, it was a debt due to James Milligan himself.

Pleaded for the Respondent.—1. The appellant's original plea, that the advances made by James Milligan and Co. to the Green Coal Company, were not applied to the appellant's benefit, is neither well founded in point of fact, nor relevant in point of law. For the appellant himself admits, in point of fact, that these advances were made to his

1816.

WILSON v LAIDLAW.

father, Walter Wilson, and to Mr Shiells, then in the management of this coal-work, for the use and behoof thereof, and he does not aver, that either his father or Shiells applied them to any other purpose.

2d, Nor is the appellant well founded in maintaining, that this debt was truly due, not to Milligan and Co., but to the creditors of James Milligan, as an individual, because the docqueted account, signed by Walter Wilson, places that beyond all dispute.

After hearing counsel,

LORD REDESDALE, said,*

(His Lordship began his speech, by stating the proceedings out of which the former appeal arose, and afterwards the whole acts and proceedings out of which the present appeal arose, going minutely over the whole interlocutors on these causes; and then proceeded as follows:—)

"The result of the whole is, that the appellant has been found liable to pay to the respondent the sum of £362, 9s. 3d., with interest from 1st October 1793. The appellant does not deny that he is liable in payment of the debts due by the Green Coal Company to strangers. But he contends, that the debt claimed to be due to James Milligan and Co., of which Company the respondent is a solvent partner, if due at all, was due only to James Milligan, one of the partners of the Green Coal Company, and it has been already found by the Court of Session, that the appellant was not liable in the payment of debts of this description.

"The claim made by Laidlaw is founded upon this, that payments to the extent decreed for, were made to the Green Coal Company out of the cash of James Milligan and Co. Upon this, three questions arise, 1st, If these payments were really made at all. 2d, If they were made, whether they were made by Milligan as an individual, or by Milligan and Co.? 3d, Whether any payments that were made, were not repaid by a transaction upon certain bills mentioned in the case.

"Upon the first of these questions, whether the payments in question were really made or not, this is merely a question of evidence. The respondent relies mainly on the account docqueted on 2d September 1793, between the appellant's father and John Alexander, as acting for the respondent in the matter, which states a balance to the amount claimed, against the Green Coal Company.

"The objections to this are, that Wilson, the appellant's father, could not, by the signed account, bind the appellant, he then

* Taken by Mr Robertson.

being a minor. Wilson was not the proper person to settle such an account with. He was neither the cashier nor the accountant of the Company; and that a person of the name of Shiells was, and appears to have been, the cashier and accountant for the Company.

"There is no evidence whatever in the books of the Green Coal Company, of the greater number of the items stated in this settled account having occurred in any way; and those items which do appear in the books of the Green Coal Company, and in the settled account, are sums placed to the credit of Milligan, as an individual, not to the credit of Milligan and Co. Indeed, there is no account of Milligan and Co. in the books of the Green Coal Company.

"The respondent offered, in evidence, the books of Milligan and Co. in which the sums claimed are said to be entered as payments by Milligan and Co. to the Green Coal Company. But these books are no evidence against the Green Coal Company. It appears, too, that where receipts were given for the sums claimed, these receipts were given to Milligan, as an individual. Other sums, said to have been advanced by Milligan and Co., are entered by Shiells, as received of Burnside. Under these circumstances it appears to me to be clear that the debt now claimed, as far as it could be substantiated at all, was a debt due to Milligan alone, and fraudulently (as I have no doubt it was), entered by him otherwise in the books of Milligan and Co., to bind the appellant.

"Under these circumstances, it appears to me that there is no ground for charging this as a debt due by the Green Coal Company to James Milligan and Co. Indeed, the story is quite incredible, for what purpose should Milligan and Co. have advanced the sums claimed to the Green Coal Company to carry on their works? There was no reason for this. The probability, therefore, independent of any evidence, is, that it was the fraud of Milligan, to enter the sums in question in the books of Milligan and Co., as advances to the Green Coal Company, while the dealing (as far as any evidence appears) was between Milligan, as an individual, and the Green Coal Company.

"The appellant who, by a series of imprudent transactions, was rendered insolvent during his minority, cannot be made liable in this way for sums claimed by the respondent.

"An attempt was made to contend, that one of the interlocutors which was not appealed from, concluded this question: but upon going minutely through the interlocutors, I do not consider that it is so concluded. The interlocutor says, that Laidlaw might draw in so far as he was a *lawful creditor* of the Green Coal Company; but this decides neither as to the legality of the debt, nor the quantum of it. All the other interlocutors are appealed from.

1816.

WILSON
v.
LAIDLAW.

"The result of the whole in my view is, that there is no sufficient evidence of the advance of all the sums in question. Some of the claims made are not consistent with the entries by Milligan himself in the books of Milligan and Co. Others appear to have been accommodations granted to Milligan by the Green Coal Company, and none of the sums claimed seem to be sufficiently instructed as debts due to Milligan and Co.

"Under these circumstances, I think your Lordships cannot affirm the interlocutors which find that the appellant is liable in payment of £362, 9s. 3d. to the respondent, with interest from October 1793; but that he ought to be considered as discharged from the demands of the respondent, or on the part of Milligan and Co. If any thing is due to Milligan, as an individual, he can only be entitled to receive payment, as in a question between the partners, after the whole debts and accounts of the Green Coal Company are paid."

Journals of the House of Lords.

The Lords find, that there is no sufficient evidence of any advance made by the partnership of Milligan and Co. to the Green Coal Company, of any of the sums of money on which the respondent has founded his claim of debt, as solvent partner of the partnership of Milligan and Co. against the appellant; it is therefore ordered and adjudged that the interlocutors complained of in the said appeal, so far as the same establish any demand of the respondent, as solvent partner of Milligan and Co. against the appellant, be, and the same are hereby reversed: and it is further ordered, that with such finding and reversal, the cause be remitted back to the Court of Session, to do therein as shall be just.

For the Appellant, *Sir Saml. Romilly*, *John Cuninghame.*

For the Respondent, *Fra. Horner*, *John M'Farlane.*

NOTE.—Unreported in the Court of Session.—Professor Bell (Com. vol ii. p. 624) says, "In such cases it has been doubted "whether the father or the tutor do not, for himself, under-"take all the responsibility of the concern; and it rather seems "to be law, that they are to be held personally liable. So it "has been found in three cases." The first of the cases here referred to, is that of Pettigrew Wilson (now reported), and the Professor has a note describing that case thus:—"Pettigrew "Wilson's case referred to in subsequent cases, was a partnership "in coal, in which a boy of fourteen was engaged by his guardians. "It was held null and void, and the creditors not entitled to claim "upon it." There appears to be some mistake here. There was

no attempt made in this case to hold the father personally liable for the debts of the partnership; the question was solely as to the son's liability; and against him the creditors were held entitled to claim and recover their debts, making a distinction only between debts due by the Company to its lawful creditors, and those due to a partner. The principle of decision in the Court of Session, appears to have been, 1st, That the son was, at fourteen, a minor, not *proximus minoritati* merely, and as such, might engage in trade, and be liable for the obligations come under in the course of that trade. 2d, That the debts contracted by the Green Coal Company were beneficially expended on his estate, and, therefore, *in rem minoris versum.* No doubt one of the interlocutors in the earlier branch of the proceedings held the minor liable to pay the creditors only of *consent;* but this consent was not *sua sponte*, but of necessity, and in consequence of having in a previous process for the recall of the sequestration at his instance, succeeded in obtaining a recall of that sequestration, on condition of his paying the Company creditors. In the second reduction, by which he sought to reduce that *consent* as well as the other proceedings, on the ground of minority, the abstract question of his liability was again brought before the Court, but he did not prevail. The principle Professor Bell lays down, of holding the father or tutor liable in such a case, however equitable in itself, is made to rest on the *obiter dicta* of some two of the judges in the cases referred to; but there was no positive decision on the point.

The INCORPORATION of WRIGHTS, MASONS, and COOPERS of Portsburgh, . . *Appellants;*

GEORGE LORIMER, Mason at Laurieston, and THOMAS MILLER, Mason at Portsburgh, *Respondents.*

House of Lords, 29th June 1816.

PRIVILEGES OF INCORPORATION—INFRINGEMENT.—The Incorporation of Masons, Wrights, and Coopers of Portsburgh had exclusive privilege of practising these trades within the bounds of Portsburgh. A mason residing beyond the bounds, owned lands within the bounds, and proceeded to build houses thereon, though not a freeman. He had, however, a partner who was a freeman, Held, the working of these persons, in building on their own lands, was not a breach of the privileges of the Incorporation, without prejudice to the question, Whether persons not freemen, in building upon their own lands, can employ masons who are not freemen.

The Incorporation of Wrights, Masons, and Coopers of