

- No. 4. " provide you 800 bolls meal, you paying L. the price at the rate
" of L. ;" the factor so selling, is no further bound to the buyer,
than to produce and furnish him with a sufficient commission from his
employer to sell the goods, but is not himself liable for the performance.
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1738. *June 16.*

PRINGLE and PORTEOUS *against* Mr DAVID KENNEDY.

No. 5.

THE Lords found, that a writer about the Court having accepted a factory from a foreigner to pursue a process here, though nothing blameable upon the said factor's part appeared in the management of the process; yet by becoming pursuer for a foreigner, he had subjected himself to such expenses as might be modified in case the process at his employer's instance should be found to be vexatious; seeing otherwise any decret for expenses against his employer must probably have had no effect.

1739. *July 19.* ROBERTSON *against* POTTER, and HORN His Factor.

No. 6.

THE Lords repeated the same judgment as in the above case.

1739. *November 30.*

CRAWFURD *against* REPRESENTATIVES of CRAWFURD.

No. 7.

A FACTOR transacting and taking bond in his own name, his representatives have the *jus exigendi*, but for behoof of their constituents, and any defence good against the constituents will be good against them.

1749. *November 16.*

MINE ADVENTURING COMPANY *against* ANDREW BROWN.

No. 8.

AN overseer of mines, which his employer had made over to a purchaser who had got possession of the mines, and pursued a summary removing against the overseer, to remove from a farm belonging to the mines, on which furnaces and other expensive works had been erected; the Court, on