

- 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.

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

No. 6.

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

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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.

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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

an advocacy from the Sheriff of Dunbarton, who had ordered him to remove, found that he had a title to retain the subjects till the assignee should pay and relieve him the overseer of any balance that shall be found due to him on account of his advances or engagements for the said mines. See REMOVING.

No. 8.

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1750. *November 2.*

CLAIMS on the Estate of Tarpersie.—LADY HENRIETTA GORDON'S Case.

A FACTOR to uplift and receive a debt and to pursue for it, whereon a decret had been obtained by the factor, has a sufficient title to enter a claim for the debt on a forfeited estate, though no special power be mentioned to enter such claim.

No. 9.

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1751. *January 8.*

ANDREW DRUMMOND'S Claim on the Estate of Strathallan.

WE repelled an objection to a claim, that it was signed only by a factor having a general factory as old as 1737, long before the forfeiture, but it gave power to sue for all debts then due, or that should grow due, in his own name, and to receive payment for the constituent's behoof.

No. 10.

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1753. *December 6.*

HOY *against* KENNEDY and M'LEAN, Merchants in Glasgow.

HOY, factor in Holland, sued Kennedy and M'Lean, merchants in Glasgow, for L.533, as the price of mader and tartar commissioned by them from him, and which he shipped for them in a ship to Leith; and produced bill of lading for two butts and one cask, and specifying the contents, with his invoice of the goods. They first obliged him to prove that these goods were packed in the butts and casks so shipped; and that being proved, their defence was, That he had not given them timeous notice of his obeying their commission, of his shipping the goods, or of the ship's name, or of the time of her sailing, so as they might insure; that the goods were shipped 12th August 1751, and the bill of lading then granted; that the ship sailed 25th August, and was cast away the 4th September; and the pursuer did not advise them of his shipping the goods till 14th September, which

No. 11.  
What diligence  
incumbent on a  
factor?