

## FACTOR.

---

1734. *July 4.* WILLIAM CUNNINGHAME, *Supplicant.*

No. 1.

THE Lords granted a factory to one on finding caution to uplift the annualrents of a sum due the factor's brother, absent out of the country without leaving a factory, and fallen to him since he went abroad; but would not give it for uplifting the principal sum without a necessary cause shown. See JURISDICTION.

---

1736. *July 31, November 30.*

EDGAR, Factor of CLOUDEN, *against* The CREDITORS.

No. 2.

THE Lords' factors are liable for annualrent for all sums paid to them, whether principal sums or annualrents, from a year after they receive them.

---

1737. *December 16.* CREDITORS of ANDERSON *against* HANDYSIDE.

No. 3.

A FACTOR with power in general to receive payment, and discharge and to use diligence, and generally to do every thing else anent the premisses that the constituent could do, but not mentioning these words, " compone, " transact, and agree," &c. ;—the factor, by accepting a general disposition by a bankrupt to all his creditors, cannot bind his constituent.

---

1738. *January —.* RANKINE *against* MOLLISON.

No. 4.

A FACTOR selling goods, expressly bearing to be by commission or power from another, and saying, " I do agree with you in his name, that he shall

- 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.
- 

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