

him in the grossest manner, with the intention of ruining him in his profession and character; and as their statements were not pertinent to the issue, and it was averred by him that they had extrajudicially circulated the petition and complaint—the action was perfectly relevant; and, at all events, it was proper that it should be remitted to a jury, where, upon the facts being proved, the law would be laid down by the presiding Judges, as to whether they were slanderous and relevant to infer damages or not; and consequently the judgments complained of ought to be affirmed.

The House of Lords ordered and adjudged, ‘ that the appeal be dismissed, and the interlocutors complained of affirmed; and it is further ordered, that the cause be remitted back to the Court of Session, to do therein as may be just and necessary.’

Appellants' Authorities.—6. Bacon's Abridg. 199. 244, 245.; Hodson and Scarlett, 1818, (Barn. and Ald. 232.); 3. Dow, 377.

C. BERRY—A. MUNDELL,—Solicitors.

(*Ap. Ca. No. 47.*)

JOHN TAYLOR, Esq. Appellant.—*Jeffrey—Ro. Bell.*

No. 36.

JOHN RICHARDS and Others, Respondents.—*A. Wood.*

Agent and Client—Retention.—Circumstances in which (affirming the judgment of the Court of Session) a claim of retention by an agent of ten per cent on the sum recovered by him on behalf of clients, founded on an alleged agreement to that effect, was repelled; but a reservation made in his favour to claim any account of expenses which he might have against the clients.

THIS case was connected with those preceding, and arose out of the facts which are stated in No. 34. Several of the creditors of the York Buildings Company, who had acceded to the Restrictive Agreement, and who had employed the late Mr Taylor as their agent, raised an action against the appellant, as Taylor's representative, to recover payment of certain funds alleged to belong to them, and intromitted with by Taylor; and also a process of multiplepoinding in name of the appellant. In defence he contended, that the creditors, under the Restrictive Agreement, had consented that Taylor should be allowed ten per cent on the sums recovered by him. This the creditors denied, and the question therefore resolved into one of fact.

June 4. 1824.

2^D DIVISION.
Late Lord
Meadowbank.
Lords Reston
and Cringletie.

June 4. 1824.

The Lord Ordinary and the Court found there was no evidence of the appellant's allegation, and repelled the claim; and on an appeal the House of Lords found, 'That there is no agreement binding on the creditors, parties to the Restrictive Agreement, to allow the deceased John Taylor ten per cent for commission and trouble on the amount of the sums awarded or paid to these creditors, defenders in the process of multiplepinding: And with this finding it is ordered and adjudged, that the said interlocutor, so far as the same is complained of; be affirmed; but without prejudice to the claim of the pursuers in the process of multiplepinding, to have credit in the accounting for the different sums alleged by them to have been allowed to and retained by the said John Taylor, deceased, for his trouble and commission, upon his settling with the creditors respectively: And it is further ordered, that the cause be remitted back to the Court of Session, to do therein as shall be consistent with this judgment, and as shall be just.'

C. BERRY—A. MUNDELL,—Solicitors.

(*Ap. Ca. No. 50.*)

No. 37.

JOHN and GEORGE TAYLOR, Appellants.—*Jeffrey—
Ro. Bell.*

WILLIAM KEITH, Esq. Factor for the York Buildings Company,
and Others, Respondents.—*A. Wood—D. A. Blair.*

Agent and Client—Fraud—Repetition.—An agent having been employed to appear for a client in a submission, and to recover payment of part of a debt due to him, in virtue of bonds under which it appeared to be still resting owing; and having stated his case on that assumption, and obtained a decree-arbitral; and thereafter being made aware that the debt had been fully paid, but having no authority to reveal this, and having received payment of the money, and remitted it to another agent of the client, who paid part of it to the client, and agreed to pay the residue to other parties having interest; and it having been found that the decree-arbitral could not be reduced;—Held, (reversing the judgment of the Court of Session), that the agent was not liable in repetition to those from whom he had recovered payment.

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AMONG other creditors who claimed as creditors upon the estates of the York Buildings Company, which had been sequestrated, and of which a process of ranking and sale had been

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