

vice came to hand. They did not, however, insure; and from this it was justly presumed, that they would not have insured though they had got the most early advice.

No 31.

Set. Dic. No 67. p. 90.

1758. December 12.

COUNTESS-DOWAGER OF GLASGOW *against* JANET THERMES.

LADY GLASGOW being to send some looking-glasses from Edinburgh to Glasgow, gave express orders to the carriers of them, who were employed under Janet Thermes, a carrier, to carry them upon horseback, and not in a cart; which orders were promised to be obeyed.

No 32.
Carrier breaking agreement, liable for every hazard.

The carriers, however, put them upon a cart above meal. When they arrived at Glasgow, they were found to be broke.

In a process at my Lady's instance against Janet Thermes, for the value of the glasses, Janet Thermes proved, that the glasses were so insufficiently packed in the frames, that they could hardly fail to have been broke though carried on horseback.

"THE LORDS found Janet Thermes liable."

Act. Miller.

Alt. Ja. Dalrymple.

J. D.

Fol. Dic. v. 4. p. 59. Fac. Col. No 144. p. 261.

1771. February. OGIHVIE *against* Ross and Wood.

Ogilvie at London, sent a cask of apples to his brother at Edinburgh, directed to William Ogilvie, Esq; by the ship Adolphus, Ross master. Ross, who brought the apples safe to Leith, could not find, from the vague direction of Esquire, where to send them, but allowed Wood, a factor in Leith, to take them into his custody, where they remained some months till they were spoiled; after which Ogilvie discovered them, and pursued both Ross and Wood for their value.—THE LORDS at first found Wood liable; but, on review, when it appeared that the loss was owing to Ogilvie at London not sending a bill of lading, and that Ogilvie at Edinburgh had not made sufficient timeous enquiry about the parcel, the Court altered and assoilzied. See APPENDIX.

No 33.

Fol. Dic. v. 4. p. 59.