

## SECT. XVI.

## ACTIS CONTRARIA MANDATI ET NEGOTIORUM GESTORUM.

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No. 102. 1726. *February.* ANDERSON *against* SINCLAIR.

SOME gentlemen of a county having subscribed a commission to a party to appear before the Barons of Exchequer, and negotiate some matters that concerned the interest of the county, and upon the mandatory's neglect, another party stepping in and negotiating the matter successfully, this *negotiorum gestor* was found entitled to be refunded of his expenses *in solidum* against the gentlemen who subscribed the commission. See APPENDIX.

*Fol. Dic. v. 2. p. 385.*

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No. 103. 1730. *February.* CHALMERS *against* OGILVIE.

AN agent employed jointly by several persons to carry on a process for their common behoof, was found to have action against each of his employers *in solidum*; for as the agent would have been liable to each *in solidum* for any mismanagement of the process *directa mandati actione*, they ought to be liable to him in the same *contraria actione*. See APPENDIX.

*Fol. Dic. v. 2. p. 385.*

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No. 104. 1730. *November 21.* FRENCH *against* The EARL of GALLOWAY.

SEVERAL heritors in a shire having agreed with a workman to build a bridge over a certain river, for which they were to pay him £.150 Sterling; in an action for payment of this sum against one of the covenanters, the defender was found liable *in solidum*, reserving to him to operate his relief against the other heritors. See APPENDIX.

*Fol. Dic. v. 2. p. 385.*