

SASSEN
v.
CAMPBELL.

but this might escape the attention of a person who intended fairly. It is said the certificate is written for the purpose of covering the fraud ; but the question is, whether the defender may not have acted as fairly as Mr Nisbet, of whom there cannot be the slightest suspicion ?

You are to say whether it is made out distinctly, that Dickson of Hanover Street executed the order, knowing it to be for Dickson of Waterloo Place.

Verdict—“ For the defenders.”

Jeffrey, D. F., Skene, and G. G. Bell, for the Pursuers.
Cockburn, Rutherford, and Aytoun, for the Defenders.
(Agents, *Walter Dickson, w. s. and Aytoun and Greig, w. s.*)

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PRESENT,

LORDS CHIEF COMMISSIONERS AND CRINGLETIE.

1830.
March 17.

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SASSEN v. CAMPBELL.

Finding for the defender in an action for remuneration, and for expence incurred in executing business for the defender.

AN action to recover travelling expenses, and certain sums expended for the defender, and L. 1000 for the risk in carrying on his business and in coming from France to this country during the late war.

DEFENCE.—The expenses were paid by the defender. In the relative situation of the parties, the pursuer cannot claim as mandatory, and her claims are more than compensated.

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ISSUES.

“ It being admitted, that the defender,
“ while residing at Paris, granted to the pur-
“ suer a power of attorney in terms of a letter,
“ dated 23d June 1808 :

“ Whether, in the execution of the powers
“ granted by the said letter, the pursuer came
“ to Britain, and transacted certain business
“ for the defender during the years 1808 and
“ 1809 ; and

“ Whether the pursuer expended L. 1240
“ Sterling, or any part thereof, according to
“ the schedule hereto annexed, in the execu-
“ tion of the said business ; and whether the
“ defender is indebted and resting owing to
“ the pursuer in the said sum of L. 1240, or
“ any part thereof, for expense in the execu-
“ tion of the powers granted by the said letter ;
“ and in the sum of L. 1000, or any part
“ thereof, as remuneration for her services in
“ the execution of the said powers ?

Robertson opened for the pursuer, and said,

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The pursuer believed herself the wife of the defender at the time the business was done ; but he having abandoned her, and she, though successful in the Court of Session, having failed in the House of Lords in establishing her marriage, it became necessary for her in this way to seek redress. If he says the sums for travelling were paid out of his funds, he must prove it.

When the evidence was about to be closed, his Lordship asked if they gave no evidence of the sums stated in the schedule, or of the solatium ? None being produced, he said, In this case the pursuer has made out nothing. It has been proved that she came here as the wife of the defender ; but that is not the question ; and no proof being given of any of the items, I advise you to find for the defender, as in absence of proof it must be presumed the funds she expended were supplied by the defender.

Verdict—For the defender.

Jeffrey, D. F., Robertson, and Paton, for the Pursuer.
Hope, Sol.-Gen. and Cuninghame, for the Defender.
(Agent, *James Bennet, w. s.*)