

her Daughter. The Lord sustained the Lady's employing the Colonel in
 Manner aforesaid, and giving Assurance to him of his Expenses, or that
 he should be no Loser, relevant to make her liable for his Expenses in
 the Negotiation: But that without such Assurance given, her Promise
 Motion or Propofition of a Match, could not oblige her to any Damage
 in Case the Match succeeded not; and could in part no more, than that
 if his Son and her Daughter upon Conversation were satisfied, the Match
 should proceed. We found the Lady's employing the Colonel in the Neg-
 -tiation aforesaid, without any Assurance given to him of his Exp-
 -ses, and hindring his Son from Access and converse with her Daughter
 -without a reasonable Cause, as an Act of Fraud relevant to her Da-
 -mage and Interest in Decemb. 1675. *Mercer contra Lady Aldie*. If he
 who charges himself with the Affairs of another Person, takes such Care
 as there as to neglect his own Concerns, the Loss which he may suffer
 on this Account, will lie at his own Door, for he ought to have taken
 proper Measures for his own Affairs at the Time when he undertook the
 Management of the Affairs of others. If a Person undertaking to go for
 another to a Place where his own Business obliges him to take some
 Thing along with him, and he embracing the Occasion and carrying
 the same was robbed of it; the Person who had engaged him to make
 his Journey, will not be liable for the said Loss which does not come
 him in any Manner whatsoever, *Les Loix Civiles &c. tit. 17. ff. de Juri-
 -jurandi*. If any Person obliged to make a Journey or Voyage, which Robbers a hazardous
 -Journey by Sea, or other Dangers render perilous, engages another Person to
 perform the said Journey or Voyage, who is willing to expose himself to
 the Danger, whether it be thro' Necessity, because of the Recompence
 promise him for his Perils, or out of pure Generosity, and that he is
 -robbed or loses his Baggage by Shipwreck or is wounded, the Person who ex-
 -posed him to this Danger, that he might free himself from it, will be
 -have no Share in the Loss, and shall not be found to bear either the
 whole Loss, or a Part of it according to Circumstances? *Les Loix Civiles
 &c. tit. 17. ff. de Juri-
 -jurandi*. One having accepted a Bill of Exchange for a certain Sum
 as the Price of the Part of a Ship he has commissioned the Drawer to
 buy for him payable to the Drawer or Broer at a certain Term, upon
 his delivering a Vendition to the Acceptor, the Sum in the Bill was
 found due; albeit the Ship was bought in the Passports own Name,
 and he never offered to transmit the Vendition to the Constituent, till
 some Time after the Ship came to be damaged by a Disaster; the
 Constituent never requiring ^{him to do} it upon Payment of the Money 2. Jan.
 1755 *Gibson and Wilson contra Litch*. Because a Mandatary may
 take the Right to be acquired either in his own or in the Constituent's
 Name: And it was not reasonable for him in this Case to take it in
 the

the Constituent's Name, who had not paid the Price; nor was he ob-
 -liged to transmit the Vendition till he got Payment. However he, same
 had in his Name only as a Fiduciary for the Constituent, consequently
 any Damage the Ship sustained belonged to fall upon him. If several
 Persons have named one Proxy, every one of them are bound in solidum
 for the whole Consequences of the Commission, and to repair hurt, and
 save harmless the Mandatary if there be Occasion for it; altho there
 be no express Mention made in the Contract of every one of them being
 bound for the whole. For he who hath executed the Order hath done it
 on the Engagement of every one of them who gave it. So he may say
 that he would not have done it without the Security of having every
 one of them bound for all the Consequences of his Order given by
 them *L. 50. ff. de Mand.*

The Mandatary, if he accept the Order, is bound to execute it, and if he fail to do it, will be liable for the Dam-
 -ages occasioned by his not doing it, unless he have a lawful Excuse for
 his Omission, such as Indignity or some other just Hindrance. *L. 22.
 ff. de Mand.* If he who has accepted a Commis-
 -sion or other Order, is not able to execute it because of some Obstacle
 which has happened, and which he could not know, it is in a Journey
 which he had undertaken to sail with on the Way, and can give no Notice
 of it, or the Advice proves useless, coming too late, the Losses which
 may follow from the Nonperformance of the Order in such Cases, all
 fall on the Person who gave it: Because they were unforeseen Accidents,
 which regard the Matter *L. 27. ff. de Mand.* A Mandatary should take
 Care not to transgress the Limits of Authority given him; for if he do,
 he himself only is obliged, and his Employer is not bound to stand to it *L. 5.
 ff. de Off. C. 12. C. 100. unless it is manifestly for his Advantage or gain-
 -ful*. For a Mandatary may alter the
 condition of him who employs him but can not make it worse. Thus he
 may buy for less Money than he was directed, but if he buy for
 more and sell for less, he hath exceeded his Power. Yet a Mandatary may do
 Thing dearer than he had Power to do, may oblige the Mandant to be sold for
 other he allowed the former to give *L. 5. ff. de Mand. l. 4. ff. de Juri-
 -jurandi*. One
 who being employed to buy Tow to another for 50000 *Denarij* gave 12000
 for it; is pleased to restrict his Claim to 50000 *Denarij* or who, being com-
 -missioned to sell for 50000 *Denarij* sells for 30000, is content to answer for
 50000 as the Price; the Mandant is obliged to satisfy the Bargain being
 he cannot complain of any prejudice done in either Case. If the Order or
 Power be indefinite, the Mandatary may set such Bounds to it, or give such
 -Extent as may reasonably be presumed agreeable to the Intention of the Per-
 -son who gave it, whether it be with regard to the Thing itself that is