

=forming contra Cowper. And sometimes may oblige him to account at the
common Rate given in the Country for Vidual of the like Rents and Qua-
=lity. May a Factor who got during his Factory from the Heritor of the
Sequestrate Estate, a Disposition in Trust, and by Virtue thereof transacted a-
his Debts, was found liable to count at a Rental, and not for his actual In-
=missions only albeit the Heritor had a promiscuous Intromission 18 July 1710
Gibson contra Cochran. Because the Factor was obliged to do exact Diligence
and account accordingly. Nor could his voluntary suffering the Heritor to in-
=tromet, insert or alter the Nature of his Factory and Trust, but work only a
personal Defence against the Intromitter, that he cannot seek twice Payment.
A Factors Cautioner is liable in the same Manner as himself. Thus such a
Cautioner was put to count to the Heritors for the vidual Rent only, either
according to the Faint, or according to the Prices received by the Factor, in-
=cluding all Ledges: And found liable for Annual Rent of the Factors Intra-
missions, as Factors are liable by Law, albeit the Bond of Cautionry did
not expressly bear Annual Rent 23 January 1711 Creditors of Park Hay
contra Falconer. Such Factors cannot during their Office become Creditors
=Practise of some Factors, by their oppressing indigent Creditors, to purchase
their Interest for a Trifle, and pay the same out the Rents in their own
=Names: To prevent such an Abuse, Factors and Factorsmen of sequestered Es-
tates, or interposed Persons for their behoof, are rendered incapable to buy
in or compose Debts affecting the Estate; and any such Purchases or Transac-
=tions are to be held equivalent to a Discharge Renunciation and Extinction of
the Debts thus acquired. So as these Factors or Factorsmen shall not be allowed
to impute any of the Factor Duties or Intromissions with the Rents of their
=Estates, toward the Payment of any Part of these Debts so bought in; nor to
reclaim the Rents in their own Hands on that Pretence. The Benefit of
any Abatement or Gratiuity got by such Factor or Factorsman from the Ge-
=rators to whom they made any Payment of the Rents, shall accrue to the com-
mon Debtor and his Creditors Act of Seder. 25 Decemb. 1708. The Factor is
impowered at the expiring of a Tenant's Tack to set the Lands again at the
same or a higher Rent; but not for a less Rent, unless by publick Auction, where
the highest Bidder is preferred, tho his Offer be below the former Tack Duty.
But a Factor put in upon an Estate by the Lords of Session, was not allowed
to remove Tenants who had taken Tacks from him for a year, and obliged
themselves by a Clause in the Tack to remove themselves without warning
They having punctually paid their Rent, and offered more Rent than was to
have been paid by the Persons he would have put in their Rooms, and being
abundantly solvent 22 July 1719 Edgar contra Whitehead. Because such
Factors

Factors are not vested with an arbitrary Power to satisfy their own Humour or Caprice, which could never contribute to advance the Interest of the Creditors, for whose Behoof they are placed. Factors put in upon sequestered Estates are excommunicated by the Lords, upon Application by the Creditors, or even by his own Cautions, when justly displeased with his Management. Such a Factor cannot desert his Office at Pleasure: But if he find the same uneasy to him, he may apply to the Lords to appoint an Auditor to take in his Accounts and put another in his Room, which will be done ^{The Lords of Session upon Application to them by one or more creditors of a solvent Bankrupt representing the Bankruptcy of John Dobson, producing his documents of Credit, Debts and Creditors.}

Factors on the Estates of Pupils wanting Tutors, and Persons who are absent, and have not sufficiently impowered any to act for them, or who are under any Incapacity for the Time to manage their own Estates, and all other Factors appointed by the Lords of Session except those regulated by former Acts of Parliament, are obliged to an exact and faithful fulfilling of their Trust by the following Rules (Act of Secer. 14 Feb. 1730) 1. They must lodge in the hands of the Clerk to the Lord appointing them Factors a Rental of the Estate committed to their Management in Order to be made forthcoming without Fee or Reward to all Persons having Interest within Six Months after extracting of their Factorials and any Alterations in the Rental by Increase or Decrease within three Months of its happening, in Inspection and Examination. And if the Rental given in be found defective or any Increase thereof be not duly added, they shall be decreed in the Double of what is concealed or omitted. 2. When Bonds Bills or Obligations for Debts are under Factory, a List or Inventory thereof bearing the Names of the Creditor and Debtor Conveyances thereof, the Sum or Thing due, Date, Term of Payment, from what Time Annualrent runs, and is then resting, so far as they can discover, and an Account of the Alterations that happen therein must be given up to the Clerk aforesaid at the Times, to the End in the Manner, and under the Certification respectively abovementioned. If Corn Cattle Ploughing or Movables of any Sort be under Factory an Inventory thereof expressing all the Particulars the Quantity and Quality or Condition of the same, with an Account of Alterations happening therein, whence such Alteration arose, and the Price or Value got for any of these Movables that have been disposed of, shall also be put in the said Clerk's Hands, at the Times, to the End, in the Manner, and under the Certification respectively aforesaid. These Obligations for Money or Effects are to be managed, and movables to be disposed of by the Factor according to the Rules of Law, and as Prudence requires, for the Benefit of the Proprietor and all having Interest. Where Law requires such Money or Effects or Movables to be confirmed, the Factor may confirm the same in his own Name.