

is frequently irrevocable by the Mandant, as Abignation, Procuratoris of Resignation, Precept of Seisin Commissions or Presentations to Offices that are not enjoyed during the granters Pleasure only. A Commission given not only for the Interest of the Giver, but also for the Interest of the Receiver where both the one and the other are interested in the same thing as when two Persons employ a third to build a House for the common Use of both and them, cannot be recalled after res non est integra by commencing of the Building, upon satisfying the Mandant Expenses already laid out, but the House being an indivisible Body must be perfected, thus three Partners who had a joint Right to a Mill, having raised Expence in all their Names of a Decree drawing a Vessel by which the Mill was to be paid to be taken as being larger than it ought to be, and having committed one of their Number to carry on the Plea for their joint Expence, the two who gave this Commission disclaimed the Decree after Litigation, notwithstanding whereof their said Copartner in the Plea followed it forth and obtained a Decree finding that their foresaid Plea for the Mill was just and wrongfully broke. The Court made the Plaintiff of the Commission liable for their Share of the necessary Expences not only before but after their Disclamation till the End of the Plea, as being their common Interest, because it was fraudulent in them to insert the Decree commenced in their Order, after their Contract when the Justice could not exist without being liable to the said Expence, and to be condemned to pay Expence to the other Party, and when they knew that they would reap equal Benefit with their Copartner by his gaining the Plea, which maintained their joint Right to the Mill, from unjust Inroadment of the said Justice contra Job and Waterford. If a Proxy or other Agent will shew up the Commission which he has accepted, and that a man is known to the Person who employed him, he is bound to make satisfaction for the Damage and Losses of the Employer l. 27. s. 2. ff. maner. Be- cause for an Agent who had taken Care of an Affair, to abandon it without acquainting his Employer before Hand, would be a violation of the Employers. But if he who accepted a Commission or other Order is not able to execute it because of some Accident as his falling sick in a Journey he had undertaken, nor yet capable to send Notice of it to the Employer, or that the Disease proves useless coming too late, the Losses that may follow from the Nonperformance of the Order in such Cases will fall on the Person who gave it d. l. 27. s. 2. in fin. In a Mandate is at an End by the Death of either Party that is of the Person who gave the Order, or of him who accepted it, how soon it is notified to the other Party s. 1. ff. de mand. So that a Delegation which is a Mandate from a Creditor to his Debtor to pay what he owes, to his own Creditor ceaseth by the Mandants Death, and doth not was- tant

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and the Mandatory to pay after his getting Notice thereof 2 Feb 362. L. Diffus contra. But there are some Exceptions from this Rule. 1. A Mandate continues after the Mandants Death if it be so provided either expressly or by Implication. 2. A Mandate is not void by the Death of either Party by the Commission being then performed in Part; it may be perfected after the authorized Party to the Mandate, or after the Mandatory's Death by his own Hand, but in such a Case a Commission for doing several Affairs will not survive either Party, except as to the Part which the Mandatory did, and upon the Mandant's Death before the Mandate shall be made, s. 6. ff. de mand. 3. A Mandate is not void if the Mandant dies before the Mandate is made, and the Mandatory is not bound to execute it, but the Mandant's Executor may sue the Mandatory for the same, and the Mandatory may be satisfied by the Executor of the Mandant, s. 10. ff. de mand. 4. A Mandate is not void if the Mandant dies before the Mandate is made, and the Mandatory is not bound to execute it, but the Mandant's Executor may sue the Mandatory for the same, and the Mandatory may be satisfied by the Executor of the Mandant, s. 10. ff. de mand. 5. A Mandate is not void if the Mandant dies before the Mandate is made, and the Mandatory is not bound to execute it, but the Mandant's Executor may sue the Mandatory for the same, and the Mandatory may be satisfied by the Executor of the Mandant, s. 10. ff. de mand. 6. A Mandate is not void if the Mandant dies before the Mandate is made, and the Mandatory is not bound to execute it, but the Mandant's Executor may sue the Mandatory for the same, and the Mandatory may be satisfied by the Executor of the Mandant, s. 10. ff. de mand. 7. A Mandate is not void if the Mandant dies before the Mandate is made, and the Mandatory is not bound to execute it, but the Mandant's Executor may sue the Mandatory for the same, and the Mandatory may be satisfied by the Executor of the Mandant, s. 10. ff. de mand. 8. A Mandate is not void if the Mandant dies before the Mandate is made, and the Mandatory is not bound to execute it, but the Mandant's Executor may sue the Mandatory for the same, and the Mandatory may be satisfied by the Executor of the Mandant, s. 10. ff. de mand. 9. A Mandate is not void if the Mandant dies before the Mandate is made, and the Mandatory is not bound to execute it, but the Mandant's Executor may sue the Mandatory for the same, and the Mandatory may be satisfied by the Executor of the Mandant, s. 10. ff. de mand. 10. A Mandate is not void if the Mandant dies before the Mandate is made, and the Mandatory is not bound to execute it, but the Mandant's Executor may sue the Mandatory for the same, and the Mandatory may be satisfied by the Executor of the Mandant, s. 10. ff. de mand.

4. Mandates for the Side of the Mandatory only
30 June 1527. Shaw contra L. Insuper, as Abignation, Procuratoris of Resignation and Precept of Office do not cease by the Death of the Grantor or Receiver Ad 25. Jess. q. Cas. Wand. M. again Commission to Superior Official continues after the Grantors Death ad vitam aut culpam of the Receiver. And a Commission to an Office bearing neither during Life nor during Pleasure, entitled the Receiver to such Office quamvis de bene esse perit 17 January 1715 Town of Montrose contra Strachan. A Person on whom the Office of Town Clerk of a Burgh was conferred for Life, was justly deprived thereof by the Magistrates for a considerable Fault knowingly committed by him, tho no Damage ensued thereby to the Town, and he was willing if any did happen to make it up 14 Feb. 1665. Thomson contra Town of Edinburgh. But the Office of a Com- missary Clerk was not annulled by his being out of the Country for a Time, and denounced at the Horn for a Civil Debt, in Respect he had a Power of Deputation and his Place was served by a Deputy, albeit it was pleaded, that a Deputy could not serve as Clerk for one who, not ha- ving