
SOLDIER.

No. 1. 1742, June 25. WRIGHT *against* ENSIGN LUMSDEN.

See Note of No. 4, *voce* APPRENTICE.

SOLIDUM ET PRO RATA.

No. 1. 1751, Feb. 5. MACMILLAN *against* SLOAN.

SLOAN sold one M^cGuffock a parcel of sheep, on a letter from M^cMillan, which concludes with these words, "delay taking security till I come home, and I shall be bound conjunctly with him for your sheep." The sheep were delivered, and M^cGuffock gave receipt for them for the use of M^cMillan and himself. M^cMillan contended he was liable only for the half, because not bound conjunctly and severally; but we unanimously found him liable *in solidum*, which is the common acceptation among the commons of the word "conjunctly;" and we thought that by the nature of the transaction, the purchase of a parcel of sheep *pro indiviso*, they were liable each *in solidum*.

No. 2. 1753, July 6. WILLIAM HUTTON *against* ALEX. JAMIESON.

A SHIP being taken by a French privateer, and so leaky that she sunk, the privateer kept one of the crew as hostage, that an equal number of French prisoners should be released by us, and Jamieson being one of the boys on board, Hutton pointed him out to be kept, which he was, and the rest released. He now sued Hutton, who was master, for his damages on being detained there, both for his expenses there, and the wages he would have earned had he not been detained; which coming before us by suspension, Minto modified a sum, and Hutton reclaimed. We all agreed that some recompence was due; but my doubt was of Hutton's being liable for more than his own proportion with the other sailors; for as the ship and cargo perished, the contract of affreightment and for seamens wages was dissolved, and neither freighter nor owners were liable, and none but the crew were benefited; that Hutton was no more master, and pointing out this boy seemed too slender a ground to make him liable for the other sailors, since some body must be left, and none more proper than a ship-boy. But the Court adhered; and Kilkerran and Kames put it on another footing, viz. that all the crew were liable *in solidum*, as if all had concurred in deputing him to stay or to be kept for them, in which case all would be liable *in solidum*; and on reconsidering the point, I begin to think the interlocutor right. 6th July Adhered.