

of the Society or by express Warrant Stair Lib. i. Tit. 15. §. 6. or act in their
 sense without Contradiction, of which they cannot afterwards complain
 tho it should be to their Disadvantage L. 2. §. ff. commun. divid. Seeing quid
 tacet confertur videtur Or if he act as they have been accustomed to do
 Stair Lib. Which implying a Commission from the whole Community found
 on their presumed Inclination, hath the same Effect as their Deed, but
 they declare against it. May also be borrowed by a Partner, tho without
 Warrant from the Community, affects the common Stock, if it hath been
 put into the common Cash, or been laid out to the Use of the Community
 L. 2. §. ff. edo. One of two Partners in a Ship having without the other
 Consent freighted her to a Dangerous Voyage, wherein she perished
 Accident, was not found liable to the Copartner to make up his half of
 Value: Seeing no just Objection could be made against the unjust Shipping
 Sufficiency and Stair 22 July 1673 Sym contra Abernethy But one of
 several Copartners in a Ship which is corpus indivisibile having without
 Consent of another of the Partners at his own Hand sold the Ship after they
 had long made Use of her, was found liable in solidum for that other
 Partner's Share in the said Ship 22 Feb. 1669 Capt. Strachan contra
 Sym. A Copartner selling Goods of the Copartner, the Buyer was found
 secure, referring Action pro Socio to the other Copartner against the Seller
 21. Novemb. 1677 Hay contra Leonard and others. If one of the Part-
 ners is chosen for directing the Affairs of the Society, and is intrusted with
 the chief Care of them, or if he is set over any particular Commerce or
 other Affair, the Engagement he enters into will be common to all the Part-
 ners in so far as they concern the Business with which he is intrusted
 L. 14. ff. de pactis L. 57. ff. de verb. Signif. By the Maritime Law of some
 Places, entering a Protest by one of the Owners of a Ship against a Ship-
 per or the Major Part's freighting the Ship, subjects the Freighters to
 make good the Protesters Part in the Event of Shipwreck in such a
 Voyage. But a Protest of this Nature hath no such Effect in Scotland, Be-
 cause of the usual Remedy here by a Reup at the Instance of the Major
 against the rest, or by a Suit at any Owners Instance against the whole,
 either to take his Part at such a Rate, or to quit theirs upon the same
 Terms; or by questioning his Part Stair Lib. §. 4. Where a Contract drawn up
 in form betwixt a certain Person on the one Part, and three Partners in a
 Right of Lead Mines on the other Part, was subscribed by the said Person
 and only two of the Partners, the Contract was found obligatory and to
 have Effect against the two subscribing Partners, for their Proportions, albeit
 the third Partner refused to subscribe and dissented from the Contract, seeing
 the Partnership might divide 14 Feb. 1632 L. Lamington contra Foulis
 What a Partner does in his own Name, or without express Warrant
 from the Society, or not according as they have been accustomed to act
 does

does bind himself only. He cannot by his Deed bind the Community
 except in so far as it has empowered him, or that the Engagement into which
 he entered has been useful or approved by the other Partners. Nor can he alien-
 ate more than his own Share of the common Stock L. 60. ff. pro Socio
 L. 16. ff. de rob. Edo. A Partner cannot take out of the common Stock
 that which he hath put into it, because the whole Stock belongs to the Communi-
 ty, and cannot be diverted or diminished but with Consent of all the Partners
 while the Partnership lasts. And it is no more lawful for a Partner to di-
 minish the common Stock than it is to break off from the Partnership
 in being, and with a sinister View Les Lave Caused &c. Journ. i. Part.
 i. Lib. i. Tit. 8. Sect. 4. Art. 17.

Quantities of Obligations granted to one of more Partners do constitute
 the Society Creditors: Or if real Rights acquired by Partnership ipso facto be-
 long unto the Society in common? It is understood, if the Rights be taken by
 a Partner to himself for the common Benefit, then it is to the Community,
 and cannot be transferred or paid over to others by the Acquirer, without
 Warrant from the Community Stair Lib. i. Tit. 10. §. 6. But if a Right
 is bought or taken by a Partner in his own Name without mentioning
 to be for the Use of the Society, the Property is vested in himself and may,
 his reasons with the Society's Money, be transmitted by him effectually to
 others, without Consent of the Society, who have only a personal Claim
 against him to recover the Money due to them for their common Damage,
 and interest Stair Lib.

Each Partner has a Negative in what is necessary for the Degree of
 the Society: For among many Persons who have the same Right, tho
 one refuse to admit of any Innovation, are better grounded to oppose it than
 they are to innovate, and make the Attempt L. 28. ff. commun. divid. But
 this Rule admits of an Exception in a Case where it is otherwise provided, viz
 that the plurality should determine in all Matters. The Majority of Partners
 having cleared and approved Accounts of their common Interest, that was
 not found to hinder the other Partners to object against any Article, albeit
 they were previously required to meet for clearing those Accounts and came not
 if Decembris 17. Mils contra Bruce.

Partners are liable to such Diligence as Men use in their own Affairs.
 For if a Partner who takes the same Care of the common Affairs as he does
 of his own, fall into some slight Fault without any evil Intention, he is not
 accountable for it: And the other Partners ought to blame themselves for
 not having made Choice of a more careful Partner §. ult. Inst. de Societ.
 L. 72. ff. pro Socio. They are not responsible for any Accident, unless they
 have given Occasion to it by some Fault they ought to answer for L. 52.
 §. 3. ff. edo.