

agents,) in his own name, did make insurance, and cause himself to be insured against all risks, lost or not lost, at and from *New Geneva* to *The Natches*, with liberty to touch at *Charleston* on the *Ohio*," &c. (in the words of the policy.) "And it was also further agreed by the said deed, that in case of any loss or misfortune, it should be lawful for the said *Graham*, the assured, his factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery, of the said goods and merchandizes, or any part thereof, without prejudice to the said insurance, to the charges whereof *The Maryland Insurance Company* aforesaid, by the said deed, did covenant and agree to contribute, according to the rate and quantity of the sum therein insured; and so *The Maryland Insurance Company* aforesaid were content, and by the said deed did bind themselves to the said *Graham* for the true performance of the covenants in the said premises, confessing themselves paid the consideration due to them for the said assurance, by the said *Graham*, after the rate of five per centum on the cargo of the said boat called *The New Geneva*, so by them insured against all risks. And it was also covenanted and agreed, by the said deed, between *The Maryland Insurance Company* aforesaid, and the said *Graham*, that the said *Graham* should abate two per centum to *The Maryland Insurance Company*, in case of the loss of the said cargo in the said voyage, and that such loss should be paid by *The Maryland Insurance Company*, to the said *Graham*, in ninety days after the proof and adjustment thereof, the amount of the note given for the said premium of insurance, if unpaid, being first deducted. And it was also further covenanted and agreed by the said deed, mutually between the said parties, that if any disputes should arise relating to a loss on the said policy of insurance, the same should be referred to two persons, one to be chosen by the said *Graham*, the assured, the other by *The Maryland Insurance Company* aforesaid, which said two persons should have power to adjust the same; and if they should differ, to choose a third, any two of whom agreeing, their determination should be obligatory on both parties. In witness whereof *The Maryland Insurance Company* aforesaid did, by the president thereof, subscribe the sum of sixteen thousand two hundred and sixteen dollars current money, thereby assured, and cause the common seal of the said

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Maryland Insurance Company.  
vs  
Graham