

1810.

Maryland Insur-  
ance Company  
vs  
Graham

company to be affixed to the said premises, in *Baltimore*, to wit, at the county aforesaid, on the day and year aforesaid, as by reference to the said deed will fully appear. And although he the said *Graham* hath well and duly performed, fulfilled and kept, all and singular the covenants," &c. "contained in the said deed or policy of assurance, on his part to be performed," &c. "and hath fully paid and satisfied *The Maryland Insurance Company* aforesaid, a large sum of money, to wit, the sum of eight hundred and twelve dollars and five cents current money, as a premium and reward for the assurance of the above mentioned sixteen thousand two hundred and sixteen dollars. The said *Graham* in fact faith, that the said boat or vessel called *The New Geneva*, at the time of making the deed or policy, to wit, on" &c. "at," &c. "was in safety, and that divers goods," &c. "of a large value, to wit, of the value of," &c. "were then and there shipped by the said *Graham* in and on board of the said boat or vessel, to be carried therein from" &c. "to," &c. "upon the voyage in the said writing or policy of assurance mentioned, whereof *The Maryland Insurance Company* aforesaid, to wit, at," &c. "had notice; and being so in safety afterwards, that is to say, on," &c. "departed and sailed," &c. (in the usual manner stating the loss of the vessel, of which the company had notice.) "And the said *Graham* then and there requested *The Maryland Insurance Company* aforesaid, to pay him the said *Graham* the said sum of money insured by them as aforesaid, which *The Maryland Insurance Company* aforesaid ought to have paid to the said *Graham*, according to the form and effect of the covenant contained in the said deed or policy of assurance; yet *The Maryland Insurance Company* aforesaid, not regarding their said promises," &c. "have not paid to the said *Graham* the sum of money assured," &c. concluding in the usual manner of such declarations. The *policy of insurance* was in the usual manner, stating, that "whereas *Hugh* and *William Young*, for account of *Thomas Graham*, do make insurance, and cause themselves, and their and every of them, to be insured, lost or not lost, at and from *New Geneva* to the *Natches*, with liberty to touch at *Charleston* on the *Ohio*," &c. "and in case of any loss or misfortunes, it shall be lawful to and for the assured, their factors, servants and assigns, (and the assured on their part agree and engage by themselves, their factors, ser-