

1810.
 Maryland Insu-
 rance Company
 vs
 Graham

principle is established in *Burnett vs. Kensington*, 7 T. R. 207. *Hugh and William Young* alone can bring the action, and be considered *parties* to the specialty, *Godin vs. The London Assurance Company*, 1 Burr. 489, was covenant on a policy executed by *The London Assurance Company*. *Godin, & Co.* brought the action in their own names, yet they were only the agents who made the insurance for the use of *Uthoff*. In 7 *Wentw.* 38, is a declaration against *The London Assurance Company* by *Jacob Mendes Da Casta*, yet he was only the agent who effected the insurance for *Solomon Israel*. No person can declare upon a policy under seal, but he, who in consideration of law, is party to the specialty. The agents in these kind of policies do declare upon them in their own names; therefore, he for whose use the insurance is effected, is not considered a party to the policy so as to declare in his own name. The case of *De Ghetoff vs. London Assurance Company*, 3 *Brown's P. C.* 525, also establishes the principle, that a suit at law must be in the name of the party who effected the insurance. A charter party executed by the master, though said to be done on behalf of the owners, doth not furnish a direct action grounded upon the instrument itself against them. *Abbott*, 146, (122.) But the owners must be made responsible by a special action on the case, or by a suit in equity. *Abbott*, 88, (80.) The rule of the law of *England* is, that the force and effect which that law gives to a deed under seal, cannot exist unless executed by the party himself, or by some one in his presence and by his direction; or in his absence by an agent authorised by another deed. And in all these cases the deed must be made "in the name of the principal," and not by the agent in his name, for the use of his principal. *Abbott*, 146, (122, 123.) If an obligation be made to *J D* to the use of *J S*, it is a good obligation to *J S* in equity, but he cannot sue at law. The suit must be in the name of *J D*. *Shep. Touch.* 369.

In this case the declaration is not supported by the policy. The declaration states, that "the said *Graham*, according to the usage and custom of merchants, (through and by *Hugh and William Young* his attorneys and agents,) in his own name, did make insurance, and cause himself to be insured." The policy declares, "that *Hugh and William Young*, for account of *Thomas Graham*, do make in-