

1810.

Maryland Insu-
rance Company
vs
Graham

thereon in the Circuit Court of the U. S. for the district of Virginia, against *Lewis*, in their own names. A trial was had, and a judgment given in their favour. *Lewis* brought the case, by writ of error, before the Supreme Court of the U. S. where the judgment was reversed, because, though the defendants in error were indisputably justly entitled to the money, yet the suit was brought in a wrong name.

W. Dorsey, for the Appellee. It is conceded that the only remedy on the policy is debt or covenant. The latter remedy has been resorted to; and the only question is, whether this action can be sustained in the name of *Graham*? In 3 *Wentw.* 378, there is a declaration in the name of the assured on a similar policy. The case of *Godin vs. The London Assurance Company*, cannot affect the present case. There the insurance was effected by *Godin, Guion, & Co.* and was made as well in their own names, as for and in the name and names of all and every person or persons to whom the same doth, may, or shall appertain, in all or in part; and *Godin, Guion, & Co.* endorsed on the policy, that the insurance was made by the order of *Uhthoff*. In that case no objection was made to the right of the plaintiff to sue, but the only question was, whether the person, for whose benefit the policy was effected, had an insurable interest in the thing insured. Besides, the person for whose benefit the insurance was made, was not mentioned in the policy. *Abbott*, 123, (147,) reports a case which unquestionably shows the present action may be maintained. "If a charter party is expressed to be made between parties, but runs thus—This charter party witnesseth, that C, master of the ship W, with the consent of A and B the owners thereof, lets the ship to freight to E and F, and the instrument contains covenants by E and F, to and with A and B; in this case A and B may bring an action upon the covenants expressed to be made with them." In the case before the court the policy of insurance is not expressed to be made between *The Maryland Insurance Company* of the one part, and *Hugh and William Young* of the other; but in these words: *This policy of insurance witnesseth, that Hugh and William Young, for account of Thomas Graham, do make insurance;* and the covenants contained in the deed are between *The Maryland Insurance Company* and the assured, to wit, *Thomas Graham*, and