

the very same track which carried ships, as well from Honduras to London, as to Bristol. But the Lords, in considering this question, did not look upon this case as depending upon the point, whether or not there was any deviation from the voyage, for the truth was, there was no deviation; but it turned upon this, that one voyage had been insured, and another undertaken: so that the contract was void. And so the Lords found.

1779. *January 19.* MORISON *against* STEWART, &c.

IN insurance of ships, it is a principle, that every circumstance of the ship's situation, as to time of departure, or being amissing, ship's situation, &c. material to affect the risk, and known to the person who wishes to insure, ought to be made known to the insurer at the time the policy is entered into; and upon this not being done, it was that the Lords voided a policy between these parties, and gave expenses against the insured.

INTERDICTION

MAY be either voluntary or judicial; when judicial, may be either *ex officio*, or on an action *causa cognita*. Of the last, an instance occurred this day, 17th July 1776, Thomson *against* Thomson. The Lords, before pronouncing their interlocutor, called the defender into the robing-room, and asked him some questions; and afterwards interdicted him; and gave expenses.

JURISDICTION.

ADMIRAL-SUBSTITUTE OF LEITH.

1772. *March 5.* ROBERT and JOHN JAMESON *against* ALEXANDER SKINNER.

IN 1769, Robert and John Jameson, merchants in Leith, brought an action against Alexander Skinner, baker there, before the Admiral-substitute of Leith, for the price of wheat; and, upon the dependance, arrested in the hands of sundry persons residing in Edinburgh. The pursuers obtained decree against