

No. 4. nounced in the Court of Session, the following judgment was pronounced in the House of Lords :

‘ 15th July, 1803.

‘ After hearing counsel, as well on Wednesday the 10th, Friday the 12th, Monday the 15th, Tuesday the 16th, and Thursday the 18th days of March, and Monday the 26th of April 1802, as on Wednesday the 18th of May, and Wednesday the 8th of June last, upon the petition and appeal of Messrs. George Lothian and others, complaining of two interlocutors of the Lord Ordinary in Scotland, of the 28th of May and 2d of July 1799, and also of two interlocutors of the Lords of Council and Session there, of the 27th of June, and signed the 4th of July and the 22d of November 1800; and praying that the same might be reversed, varied or amended, or that the appellants might have such relief in the premises as to this House, in their Lordships great wisdom, should seem meet; as also, upon the answers of Messrs. Henderson Riddel and Company of Glasgow, merchants, put in to the said appeal; and after hearing the Judges *seriatim* on Thursday the 11th of this instant July, to deliver their opinions, with their reasons upon a question of law to them proposed; and due consideration being had this day of what was offered on either side of the cause, it is declared, by the Lords Spiritual and Temporal, in Parliament assembled, That in this case it is not necessary to decide whether, upon the several grounds mentioned in the interlocutors of the 28th of May and the 2d of July 1799, the Lord Ordinary ought to have pronounced the same: And it is ordained and adjudged, That the interlocutor of the 27th of June, and signed the 4th of July 1800, complained of in the said appeal, be, and the same is hereby affirmed, with the following variation, (*viz.*) after the second (*find that*) insert the words, (according to the effect of the agreement, contained in the policy and relative writing): And it is further ordered and adjudged, That the interlocutor of the 22d of November 1800, also complained of in the said appeal, be, and the same is hereby affirmed.’

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1801. November 19. YELTON and Others *against* SMITH and Others.

No. 5. In this case, No. 55. p. 11962. it was found, that re-capture by a non-commissioned ship vests an insurable interest. The cause having been appealed, The House of Lords, 21st July 1806, found, That the terms in which the salvage is described in the policy of insurance, as the subject upon which the insurance is declared to have been made, are such, in their construction, that the policy must be considered as inept and void; and find, that it is unnecessary to

determine upon any question upon which it might have been necessary to decide, if the subject upon which the insurance is declared in the policy to have been made, had been described in other terms; and it is therefore ordered, that the cause be remitted to the Court of Session, to review their interlocutors complained of, and to proceed consistent with this finding.

No. 5.

1804. May 22. ADAM and MATHIE, *against* MURRAY and Others.

THE ship Concordia, belonging to Adam and Mathie, merchants in Greenock, arrived at Jamaica in March 1799; but in going into harbour she run upon a reef, and sustained damage, information of which was received by the following letter from Bogle, Jopp, and Company, the consignees: '15th April 1799. We are sorry to inform you that the Concordia, in going into Port Morant, touched upon the reef, and met with some damage. Before we can engage to give her a cargo home, it will be necessary to have a survey upon her, to ascertain what damage she may have received. For this purpose, we have ordered Captain Simpson to bring her immediately down from Port Morant. Should she, after being properly surveyed, be deemed perfectly sea-worthy, we shall give her a full load home. We at present think she will load in part at this harbour, and proceed to Old Harbour, there to fit up. We think that if the vessel is found worthy, that she will be ready to sail with the convoy appointed to sail the 30th June.'

No. 6.

What concealment is sufficient to vacate the policy?

Another letter, of date 4th June 1799, says: 'We are sorry to inform you, that on a survey being made on the Concordia, it was found she had met with such damage as to require considerable repairs, which are now making. This will prevent her sailing with the convoy to depart on 30th instant.'

The vessel was repaired; and the next letter, 15th June 1799, says: 'The Concordia has now undergone the necessary repairs, and the captain informs us he will get the requisite certificate of her being fit for sea, and be ready to take on board the homeward cargo in the course of a day or two. We therefore hope there will be no doubt of her sailing with the convoy on 25th July.'

Next day (16th June) the captain wrote: 'Our cargo is all ready for us; and if the fleet don't sail till the 25th of this month from here, I hope we will be able to go with them; but it is talked they will leave this the 20th.'

These two last letters were received on 4th August; and on the 5th Adam and Mathie wrote the following letter to the broker at Glasgow: 'You may also do £2000 on freight of brig Concordia, Matthew Simpson master, valued at £2500, said freight at and from Jamaica to Clyde, at fifteen guineas, to return 8 per cent. for convoy. Our letter of 15th June from the master says: "Our cargo is all ready for us; and if the fleet don't sail till the 25th