

an intent to purchase sugars there, and then to return to Glasgow ; as to which last voyage he might make insurance to the extent of £1000 ; but, in going to Barbadoes, there was little occasion for insurance. Before receipt, however, of these letters, Robert M'Nair insured with Messrs Graham and others, £1000 on the voyage from Virginia to Barbadoes ; and the policy bore, that the ship and cargo are, and should be valued at £1000, without any further account to be given by the assured to the insurers. The ship, having sailed from Virginia on the 25th of June 1750, was wrecked on a rock near to the Islands of Bermudas, on the morning of the 2d of July : some time after which, Robert M'Nair received a letter from his son, dated 27th June 1750, as from Virginia, stating, that he was lying there for a fair wind, stating the particulars of his cargo, &c. and pressing his father very much to insure, on account of the dangers of the Islands of Bermudas, which lay betwixt Virginia and Barbadoes. The father, suspecting no evil of his son, made an additional insurance of £350 ; but, it afterwards appearing that this letter was antedated, and was wrote after the shipwreck, Mr M'Nair never made any demand upon it. Upon James's returning home, James was tried, at the instance of the underwriters, before the Admiral, for his life, as having wilfully destroyed the ship and cargo. The jury, 1761, found, " That he had endeavoured to defraud the insurers, by giving orders to insure a greater quantity of goods than the ship could hold, and putting a value on ship and cargo much higher than their real worth : but found it not proved that he wilfully cast away the ship and cargo, or was art and part in so doing."

The underwriters, having failed in this attempt, refused payment of the policy. The Judge-Admiral having, however, decerned for it, 24th December 1764 ; the underwriters suspended, founding their reasons of suspension on the 19th Geo. II. c. , and on an alleged wilful deviation from the voyage from Virginia to Barbadoes, whereby the ship was run upon the Bermudas. Lord Auchinleck, Ordinary, 8th February 1765, repelled the first, and found the second not proven. To the first part, the Lords, 22d June 1765, adhered ; but, as to the second, they found the deviation proven, and that no action lay upon the policy : but they altered, 7th August 1765, and found no wilful deviation. And, on an appeal, these interlocutors were affirmed, 29th March 1770.

MESSRS BUCHANANS *against* HUNTER BLAIR, &c.

A CARGO, in the ship *Jeanie*, belonging to Messrs Buchanans at Glasgow, having been insured for a voyage from the Bay of Honduras to London, instead of a voyage from the Bay of Honduras to Bristol, the voyage truly intended, but, by some mistake on the part of the insured, made out in the policy as above ; the Judge-Admiral, in the first instance, and the Lords in a reduction, in the second instance, held the insurance as void ; although it was contended, that this description of the voyage in the policy happened by mere mistake of the insured ; and that the ship was lost on the Northern Triangles, not many hours sailing from the port in the Bay of Honduras ; so that she was lost in

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