

10.

What discharge the Insurers, or annuls or diminishes his Obligation.

If a Ship insured takes Fire, and is burnt before she breaks ground outwards, the Insurers are not liable. *Molloy de jure marit. Lib. 2. Chap. 7. n. 1.* If a Voyage be entirely broke, tho' by the Fault of the Insured be the Disruption of the Ship, the Insurance is null, and the Insured must restore the Premium retaining only a Half per Cent.

If the Insurance be made upon Goods both outward and inward bound, and the Vessel arrive at the intended Port, but there be no Return made, the Insurer must restore a Third of the Premium, except there be a Stipulation to the contrary. *Ordin. Lewis 14. 1681.*

11.

How Payment by Insurers is to be made in Case of Loss to those who insured.

When one having insured a Ship or Goods or both, upon certain Notice of the irrecoverable Loss of the Subject insured, applies to the Insurers and produces his Vouchers, if they be satisfied with the Vouchers, they pay the Money in the Terms of the Policy, without further Scruple. But if they have some reasonable Ground to doubt if the Subject be lost, the Party must wait a competent Time according to the Distance of the Place where it is alleged to be lost till certain Notice can be got from thence; and if Nothing can be heard of the Ship in any reasonable Time, the Insurers must unavoidably pay the Money.

If the Time of Payment of Sums insured in the Case of Loss be not specified in the Policy, the Insurers are obliged to pay within three Months after Signification of the Loss. *Ordin. Lewis 14. 1681.*

The Insurers of a Lading are not obliged to pay the Sums insured beyond the Value of the Effects of which the insured proves the Lading and the Loss. *Ordin. Lewis 14. 1681.*

The Value of Goods insured may be proved by Books of Invoices, or they are estimated according to the current Price at the Time and Place when and where they were taken, including all Charges in getting them aboard;

aboard, unless the Value be expressed in the Policy. If Insurance be made upon Returns from a Country where Trade is only carried on by bartering, the Returns are made according to the Value of the Goods given in Exchange for them including the Charges of their Transportation. *Ordin. Lewis 14. 1681.*

For the most Part there are Abatements made in the Payment of Money insured. Which differ according to the different Customs of several Countries. This Abatement in England is 16 per Cent.

If a Ship insured for which the Insurers had paid the Sum insured as irrecoverably lost, happen afterwards to return safe Home, the Money must be restored to the Insurers.

There was a Court of Insurance erected in England in the Year 1661 *Cap. Eliz. Cap. 12.* and further regulated in the Year 1662 *Cap. 14. Cap. 23.* with a Jurisdiction not absolute, but concurrent with the Jurisdiction of other Courts. The Proceedings thereof were summary according to the Custom of Merchants. But now there is no such Court in Being, and Causes falling under the Cognizance thereof are tried in the Courts of Law. *The 16 Geo. 2 Cap. 18* Impowered his Majesty to grant two Charters for Insurance of Ships and Merchants at Sea and for lending Money upon Bottomry and to incorporate the Insurers, in consideration of a large Sum of Money advanced; and declared all other Regulations and their policies void.

Tit. 2.

Of verbal Contracts.

Verbal Contracts, are those made by the Interposition of Words, Which are either Promises, verbal Offers, or Pactions.

A Promise (called in the Roman Law *Pollicitatio*) is a Contract where by one doth verbally engage himself to pay, or do something to another without mutual Agreement. *Mr. Connam. an eminent French Lawyer Lib. 1. Cap. 6. Lib. 5. Cap. 9.* Denys such a Promise to be morally binding by the Law of Nature and Nations. But his Opinion in this Matter is justly condemned by the learned. And a Promise is reckoned to be binding before the Person to whom it is made accept thereof, not only by the divine Law (*Lehem. 9. 8. Hebr. 10. 23*) Canon and Civil (*L. 1. ff. de pollicit.*) Laws; but also by the Law of Scotland. For as *David (Metamorph. Lib. 2.)* very well expresses it: When I promise to you, was men