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Case No. 9,837.

MORRIS v. SUMMERL.

{2 Wash. C. C. 203.}[1]

Circuit Court, D. Pennsylvania. Oct Term, 1808.

PRINCIPAL AND AGENT—SECURING INSURANCE—NEGLECT—LIABILITY OF AGENT—PREMIUM.

If one merchant is in the habit of effecting insurances for another, and neglects to have the 830 same done, when ordered, he is himself answerable for the loss, as if he was the insurer, and he is entitled to the premium.

{Cited in Manny v. Dunlap, Case No. 9,047; Marquardt v. French, 53 Fed. 606.}

At law.

THE COURT charged the jury, in this case, that if one merchant is in the habit of effecting insurances for his correspondent, and is directed to make an insurance, and neglects to do so, he is himself answerable for the losses, as insurer, and is entitled to a premium, as such. That the amount of loss, for which an underwriter who had subscribed the policy, would have been answerable, is the only measure of damages against him. If he can excuse himself, for not having effected the insurance, he is answerable for nothing; if he cannot excuse himself, he is then answerable, for the whole.

Verdict for plaintiff.

An exception was taken to this charge, and a writ of error sued; but in February 1809, the judgment was affirmed in the supreme court. {Case unreported.}

[1] {Originally published from the MSS. of Hon. Bushrod Washington, Associate Justice of the Supreme Court of the United States, under the supervision of Richard Peters, Jr., Esq.}