

in the town of Georgetown; the Bank of the Metropolis, the Patriotic Bank of Washington, and the Bank of Washington, in the city of Washington, be, and the same are hereby renewed, continued in full force, and limited to the first Saturday, and first day of October, in the year of our Lord eighteen hundred and thirty-six.

APPROVED, February 9, 1836.

STATUTE I.

Feb. 11, 1836.

[Obsolete.]

CHAP. VII.—*An Act making appropriations, in part, for the support of Government, for the year one thousand eight hundred and thirty-six.*

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the following sums be, and the same are hereby, appropriated, to be paid out of any unappropriated money in the Treasury, viz:

Members of Congress.

For pay and mileage of the members of Congress and Delegates, five hundred and fifty-six thousand four hundred and eighty dollars.

Clerks of the Senate & House of Representatives.

For pay of the officers and clerks of the Senate and House of Representatives, thirty-three thousand seven hundred dollars.

Stationery, &c.

For stationery, fuel, printing, and all other incidental and contingent expenses of the Senate, fifty-three thousand seven hundred dollars.

For stationery, fuel, printing, and all other incidental and contingent expenses of the House of Representatives, two hundred thousand dollars.

The said two sums last mentioned, to be applied to the payment of the ordinary expenditures of the Senate and House of Representatives, severally, and to no other purpose.

APPROVED, February 11, 1836.

STATUTE I.

Feb. 17, 1836.

CHAP. XXXVIII.—*An Act to incorporate a fire insurance company, in the town of Alexandria, in the District of Columbia.*(a)

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the persons who were

(a) Decisions of the Courts of the United States on Insurance against Fire:

Among the conditions which were printed on the same sheet with a policy of insurance against fire, was one requiring "that all persons insured, and sustaining loss or damage by fire, should forthwith give notice thereof to the company, and as soon after as possible deliver in a particular account of such loss or damage, signed with their own hands, and verified with their oath or affirmation, and also, if required, by their books of account and other proper vouchers." *Held*, that the particular account required by the above condition is a particular account of the articles lost or damaged, and does not refer to the manner and cause of the loss. *Callin v. The Springfield Ins. Co.*, 1 Sumner's C. C. R. 434.

In stating a loss, it is sufficient to show it to have been occasioned by a peril within the policy, without negating the exception of losses from design, invasion, public enemies, riots, &c.; which are properly matters of defence. *Ibid*.

The words in a policy against fire, described the house as "at present occupied as a dwelling-house, but to be occupied hereafter as a tavern, and privileged as such." *Held*, that this is not a warranty that the house should, during the continuance of the risk, be constantly occupied as a tavern; but that it is, at farthest, a mere representation of the intention to occupy it as such, and a license or privilege granted by the underwriters that it might be so occupied. *Ibid*.

Where underwriters agree to make good any loss or damage "by fire originating in any cause, except design in the insured, invasion," &c., *held*, that the exception of losses by design admits all losses not by design; that, therefore, where the plaintiff negligently left the premises insured derelict, and intruders came and burnt them, without any co-operation or knowledge on the part of the plaintiff, it is a loss within the policy. *Ibid*.

The material inquiry is, does the offer for insurance state truly the interest of the assured in the property to be insured? The offer describes the property as belonging to Lawrence & Poindexter, and states it afterwards to be their stone mill. It contains no qualifying terms, which should lead the mind to suspect that their title was not complete and absolute. The title of the assured was subject to contingencies, and was held under contracts which had become void by the non-performance of the same. The supreme court is of opinion that a precarious title, depending for its continuance on events which might or might not happen, is not such a title as is described in this offer for insurance; construing the words of that offer as they are fairly to be understood. *The Columbian Ins. Co. v. Lawrence*, 2 Peters, 48.

The contract for insurance against fire is one in which the underwriter generally acts on the representation of the assured; and that representation ought consequently to be fair, and to omit nothing which it is material to the underwriter to know. It may not be necessary that the person requiring insurance should state every incumbrance on his property, which it might be required of him to state if it was offered for sale; but fair dealing requires that he should state everything which might influence the mind of the underwriter in forming or declining the contract. *Ibid*. 49.