

Pleaded by the Respondents.—The suppression or concealment of material intelligence, whether fraudulent or not, vacates the policy. Insurance being a contract of good faith, the appellant was bound to communicate the captain's letter (which evidently represented the risk of the voyage greater than he had expected, and was written to guide him in the insurance,) in order to allow them to judge aright as to premium at which they would or should insure. He not having done this, and not having communicated its alarming intelligence, the respondents were deceived and induced to take a more moderate view of the risk, and to charge lesser premium accordingly, by which concealment the policy is void.

1782.

 WAUCHOPE
 v.
 YORK
 BUILDINGS CO.

After hearing counsel, Lord Mansfield moved that it be Ordered and adjudged that the interlocutor of the Court of Session be *reversed*, and the decree of the Judge Admiral, decerning for the sum in the policy, be affirmed.

For Appellant, *Henry Dundas, J. Dunning.*

For Respondents, *Ja. Wallace, Ar. Macdonald.*

(Mor. 10,706.)

ANDREW WAUCHOPE and Others, - *Appellants* ;
 YORK BUILDINGS COMPANY, - - *Respondents.*

House of Lords, 22d April 1782.

NEGATIVE PRESCRIPTION.—Party pleading it must have an interest.

For particular report of this case, see Morison, p. 10,706.

Circumstances in which the negative prescription was pleaded against four old bonds, but held not to apply, in respect that the party pleading it had no interest to plead the negative prescription. Jan. 3, 1781.

The case was appealed to the House of Lords. After hearing counsel, it was

Ordered and adjudged that the interlocutors complained of be affirmed.

For Appellants, *J. Maclaurin, Alex. Murray.*

For Respondents, *G. B. Hepburn, Ilay Campbell.*