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Maryland Insurance Company v. Woods

Author

Andrew Weissenberg

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Abstract

Maryland Insurance Company v. Woods, 10 U.S. 29 (1810). In 1803, Britain utilized France's interference in the Civil Swiss Strife as a pretext to continue its occupancy of Malta, effectively ending the short-lived Treaty of Amiens. As the most impressive Naval Power in the world, Britain proceeded to blockade French, Spanish, and Dutch ports. In 1805, Williams Woods purchased two insurance policies from The Maryland Insurance Company, a successful and lucrative Baltimore marine insurance institution. The two policies covered the ship, *The William and Mary*, and its cargo. The policy assured the journey from Baltimore to Lagaira, with "liberty at one other neighboring port." After the *William and Mary* was captured as a prize by the British Ship of War, *Fortune*, and condemned in a Jamaican admiralty court, William Woods brought suit in the Circuit Court for the District of Maryland. The ensuing case spanned eight years and appeared before the Supreme Court in 1810 and 1813. This Supreme Court maritime case addressed issues regarding insurance policies such as deviations from the delineated journey, underwriter liability, and deference to admiralty judgments perpetrated by other nations.

Disciplines

Admiralty | Law

Introduction

In the year of Captain Henry Travers's voyage from Baltimore to Lagaira, in 1805, America remained neutral in the War between France and Britain. However, Americans felt the effects of the wars in Europe through impressment and blockades. This paper begins by providing a historical background beginning with the French Revolutionary War, leading into the Napoleonic Wars, and eventually, The War of 1812. Initially, this paper addresses the foundations of the wars, as well as the politics, actions, and treaties between France, Britain and other European nations. America's historical involvement is intertwined with the procedural history of the case, enabling the reader to determine America's warring status at each stage of the eight-year litigation between William Woods and The Maryland Insurance Company. The paper tells the story of the capture of the schooner, *William and Mary*, and analyzes the resulting legal proceedings spanning eight years and three different courts. Additionally, this paper provides significant background regarding the prominent Baltimore merchants, justices, and attorneys involved in the case.

Part I Historical Background

i. The French Revolution

There exists a multitude of theories as to the philosophical beginnings of the French Revolution. Some believe social classes, institutions, and individuals and their pursuit of a drastic revision of the political, social, and economic order

ultimately led to the revolution.¹ Marxists viewed the application of capitalistic methods of commerce, finance, and agriculture, which produced a larger and more self-aware middle class than had previously existed, as a leading cause of the revolution.² Other social “scientists” believe that the old regime’s local and central government officials were unable to maintain authority over privileged and unprivileged citizens alike.³ Regardless of the differentiating ideological perspectives as to the origin of the revolution, most agree that the old regime needed to be replaced by a more efficient form of government. “It appears that the French must soon be governed by a single despot... a dictator produced by the revolution.”⁴

France did not pose a threat to other European nations in the first days of the revolution, in 1789. France had an empty treasury, an indecisive king, and was so preoccupied with their own internal happenings that they did not have much time, effort, or finances to expend on a forceful foreign policy.⁵ The time period between 1792 and 1795 marked a radical and frenzied political period in France that included the Reign of Terror, and the beheading of Maximilian der Robespierre.⁶ Britain entered the war in 1792, declaring that war would be inevitable unless

¹ Donald J Harvey, *France Since the Revolution* The Free Press 14 (1968).

² *Id.*

³ *Id.* at 15.

⁴ This quote was stated by Gouverneur Morris, an American representative in Paris, opining as to Napoleon’s appeal in France after a tumultuous decade during the 1790s. Christopher Hibbert, *The Days of the French Revolution*, William Morrow and Company 289 (1980).

⁵ Harvey, *supra* note 1, at 42.

⁶ *Id.* at 44,47.

France relinquished its conquests.⁷ France responded by announcing their intention to continue occupying Belgium, and threatened Britain with war if they were to continue their hostile preparations.⁸ Britain, Holland, and Spain joined Austria and Prussia in the first coalition against France, and on February 1, 1793, France declared war on Britain and Holland.⁹ Subsequently, France declared war on Spain on March 7, 1793.¹⁰ On March 2, 1796, Napoleon Bonaparte was appointed as the Commander-in-Chief of the Army in Italy.¹¹ On November 9, 1799, Napoleon staged the coupe of 18 Brumaire, which created the consulate, and eventually led to his position as the Emperor of France.¹² Napoleon was seemingly attempting to reverse previous changes created in France during the 1790s by returning the country to an autocratic state, ruled by a hereditary leader.¹³

Although British and French blockades existed, Napoleon's vision was to create a continental blockade, which would effectively close European markets to English merchants.¹⁴ Napoleon realized early on that there could be no continental blockade without a continental empire.¹⁵ Czar Paul I appeared eager and ready to

⁷ William Edward Hartpole, A History of England in the Eighteenth Century Vol. VI 122 (1890) *available at*

<https://archive.org/stream/ahistoryengland34leackgoog#page/n144/mode/1up>
⁸ *Id.*

⁹ "French Revolutionary Wars." The Columbia Encyclopedia, 6th ed.. 2014. *Encyclopedia.com*. (Retrieved 26 Nov. 2014) *available at* <http://www.encyclopedia.com>.

¹⁰ *Id.*

¹¹ Hibbert, *supra* note 4, at 295

¹² *Id.* at 302-304

¹³ David Gates, The Napoleonic Wars 1803-1815, Preface Rand (2003).

¹⁴ Andre Maurois, The History of France, Farrar, Straus and Cudahy 336 (1956)

¹⁵ *Id.*

help Napoleon, bringing with him Denmark, Sweden and Prussia.¹⁶ However, the Czar's assassination in 1801 temporarily halted Napoleon's plans and he signed the Treaty of Amiens on March 26, 1802.¹⁷ After signing the Treaty of Luneville with Austria in 1801 and the Treaty of Amiens in 1802, it appeared that peace in the future was possible, especially since the Treaty of Amiens recognized de facto conquests.¹⁸ Unfortunately, both Britain and France broke the terms of the treaty. Great Britain continued its occupancy of Malta and gathered a third coalition against France.¹⁹ Britain utilized France's intervention in the Swiss Civil Strife, which broke the Treaty of Luneville, as a pretext to declare war against France on May 18, 1803.²⁰

ii. Napoleonic Wars

Roughly 14 months after the Treaty of Amiens was signed, Britain's royal navy fired the first shots of what was to become the goriest, most expensive, sweeping, and protracted armed conflict of the nineteenth century, the Napoleonic Wars.²¹ Domestic and foreign adversaries were unable to hinder Napoleon, especially between the years of 1801 and 1805.²² Napoleon was subject to fewer economic, strategic and political constraints that disadvantaged leaders in other European states.²³ Britain blockaded Spanish ports in 1797 in response to Spain

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ Paul W. Schroeder, The Transformation of European Politics 1763-1848, Clarendon Press 231-45 (1994)

²⁰ *Id.*

²¹ *Id.*

²² *Id.*

²³ *Id.*

signing the Treaty of San Ildefonso, in which Spain pledged loyalty to France.²⁴ However, major economic warfare tactics began in 1806 when Britain enacted a blockade of the French coasts on May 16, 1806.²⁵ In response to the blockade, Napoleon issued the Berlin Decree on November 21, 1806, which brought into affect Napoleons long awaited dream of the Continental System.²⁶

Siege and Blockade of Curacao

The siege and eventual blockade of Curacao during the Napoleonic War is the incident, which eventually led to the capture of the schooner, *William and Mary*. The Dutch and French forces were not the only enemies of Britain, as the climate of Curacao weakened their forces immensely.²⁷ To assist in the siege, the British landed roughly 600 men and marines, with one battery of 18-pound carronades being manned by seamen under Lieutenant Willoughly.²⁸ Due to the troubling climate of Curacao, dysentery raged, and almost a third of Willoughly's force was in the hospital.²⁹ The British troops persevered, and the siege of Curacao was eventually converted into a blockade.³⁰

British Communication Regarding the Conversion of Curracao into a Blockade

²⁴ Treaty of San Ildefonso, The Columbia Encyclopedia, 6th ed.. 2014. *Encyclopedia.com*. 30 Nov. 2014

²⁵ Schroeder, *supra* note 19, at 307-10

²⁶ *Id.*

²⁷ The Windsor Magazine, An Illustrated Monthly for Men and Women, Vol. IV 42 (December 1898-May 1899).

²⁸ *Id.*

²⁹ *Id.*

³⁰ *Maryland Insurance Company*, 10 U.S. at 31.

On April 12, 1804, the British minister notified the government of the United States that the siege of Curacao was converted into a blockade.³¹ The United States did not at any time make this known.³² Additionally, the British government issued orders to their commanders, and to their admiralty courts located in the West Indies.³³ The orders instructed, “not to consider blockades as existing, unless in respect to particular ports which may actually be invested, and then not to capture vessels bound to such ports, unless they shall have previously been warned.”³⁴ Therefore, if the blockading British had not previously warned a vessel, it should not be captured under the pretext of attempting to break the blockade, which is exactly what happened to the schooner, *William and Mary*.

iii. Marine Insurance

During the eighteenth century, London became the chief market of the world’s marine insurance.³⁵ Lord Mansfield relied upon the usages of the market, together with continental authorities to document in the law reports, much of marine insurance law. ³⁶ America logically adopted this body of law and applied it to marine insurance cases in the United States.³⁷

Marine insurance is defined as insurance specifically related to hazards faced during maritime transportation.³⁸ Ocean marine insurance relates to the risks

³¹ *Maryland Insurance Company*, 10 U.S. at 31.

³² *Id.*

³³ *Id.*

³⁴ *Id.*

³⁵ Graydon S. Staring ; George L. Waddell (FNd1), Marine Insurance, 73 Tul. L. Rev. 1619, 1621 (1999)

³⁶ *Id.*

³⁷ *Id.*

³⁸ 16 Williston on Contracts § 49:28 (4th ed.)

encountered by vessels, or the maritime industry.³⁹ Marine insurance is a contract of remuneration against loss to an insurable interest that is initiated by an unavoidable accident or event.⁴⁰ During the early 1800s, when the act of prize taking and piracy were ubiquitous, merchants purchased insurance policies to cover against any of these types of losses.

In the policy purchased by William Woods, the vessel was insured from Baltimore to Laguira, with liberty at one other neighboring port. The term liberty at one other neighboring port is somewhat ambiguous, so the court had to decide if Captain Traver's actions represented a deviation from the policy. In common law, deviation is referred to as a "voluntary departure, without necessary or reasonable cause, from the regular and usual course of a voyage."⁴¹ Deviating from a contracted journey deprived the assured of many defenses against liability, and often insulated the underwriters from their obligation to the assured.⁴² The Circuit Court for the District of Maryland, and the Supreme Court, addressed the issue of deviation when determining if Amsterdam was a neighboring port within the policy, and whether Traver's intention to go to "Porto Rico" or St. Thomas if the port was blockaded, constituted such a deviation.⁴³

Part II Facts of the Case

i. The Policy

³⁹ *Id.*

⁴⁰ *Id.*

⁴¹ Margaret M. Lennon, Deviation Then and Now-When Cogsa's Per Package Limitation Is Lost, 76 St. John's L. Rev. 437 (2002)

⁴² *Id.*

⁴³ *Maryland Insurance Company*, 10 U.S. at 29.

The plaintiff, Williams Woods, took out two policies of insurance from The Maryland Insurance Company and was the sole owner of the vessel and cargo.⁴⁴ The Schooner, *The William and Mary* was insured for various merchandise such as hides, wheat, Indian corn, peas or any other kind of grain and seeds, coffee, and cocoa, malt, bread, dried fish stowed in bulk, tobacco in casks, fruits, apples, or any other articles perishable within their own nature.⁴⁵ The insurance policy warranted the trip from Baltimore to Laguira, with liberty of one other neighboring port.⁴⁶ The said policy was signed and sealed by William Woods and the Maryland Insurance Company on March 12th, 1805.⁴⁷ William Woods insured the *William and Mary* for seven thousand dollars⁴⁸, and its cargo of merchandise for eleven thousand and five hundred dollars.⁴⁹ The policy contained a clause stating

“Confessing ourselves paid the consideration due onto us for the assurance of the said assured, or his assigns, after the rate of seven and one half percent on cargo, by said vessel warranted by the assured to be American property, and that the vessel is an American bottom proof of which to be required in the United States only. Insured against all risks, the assured binding himself to do all in his power, in case of capture, for the defence of the property, and, if condemned, that he will enter an appeal if practicable.”⁵⁰

⁴⁴ *Id.*

⁴⁵ Supreme Court Case Papers pg. 3

⁴⁶ *Maryland Insurance Company*, 10 U.S. at 29.

⁴⁷ Supreme Court Case Papers pg. 5

⁴⁸ *Id.* at 8.

⁴⁹ *Id.* at 3.

⁵⁰ *Id.*

ii. Voyage

The *William and Mary* left Baltimore on March 8, 1805,⁵¹ and arrived safely off the coast of Lagaira on March 29, 1805.⁵² The *William and Mary* was denied entry to the port, except upon terms that Captain Travers⁵³ deemed too disadvantageous to accept.⁵⁴ Captain Travers remained off the port of Lagaira until March 31, in an attempt to enter the port on more profitable terms. Upon realizing more beneficial terms could not be obtained, Captain Travers sailed the vessel towards the port of Amsterdam, in Curacao, with the intent of inquiring as to whether the port was in a state of blockade.⁵⁵ If Amsterdam was not blockaded, Captain Travers intended to enter the port.⁵⁶ Additionally, Captain Travers conceded that he heard a report in Baltimore four months prior stating that the Port of Amsterdam was in a state of blockade. Travers also heard that an American vessel heading towards that port had been warned off around the time of the report.⁵⁷ However, Travers stated that he concluded the port might still be in a state of

⁵¹ *Maryland Insurance Company v. Woods*, 11 U.S. 402 (1813)

⁵² *Maryland Insurance Company*, 10 U.S. at 30.

⁵³ Captain Travers was the captain of the schooners *William and Mary*, *Experiment*, and *Elizabeth*. He also fought in the Battle of the Ice Mound in 1815. Maryland in the War of 1812, [Battle of the Ice Mound, February 7, 1815-Dorchester County](https://maryland1812.wordpress.com/2011/03/29/battle-of-the-ice-mound-february-7-1815-dorchester-county/), available at <https://maryland1812.wordpress.com/2011/03/29/battle-of-the-ice-mound-february-7-1815-dorchester-county/>; [American and Commercial Daily Advertiser](#), Vol. X Issue 1913 2 (Thursday June 27th, 1805); [American and Commercial Daily Advertiser](#), Vol. XL, Iss. 6399 1 (December 25th, 1819).

⁵⁴ *Maryland Insurance Company*, 10 U.S. at 30.

⁵⁵ *Id.*

⁵⁶ *Id.*

⁵⁷ *Id.*

blockade, which is why he attempted to inquire about the current status of the port.⁵⁸

iii. Capture

On April 1, 1805, Captain Travers was roughly thirty miles away from the port of Amsterdam when he noticed a ship 21 miles away.⁵⁹ Travers immediately changed course towards the ship with the purpose of inquiring as to whether Amsterdam was in a state of blockade.⁶⁰ The ship Travers “confronted” was the British ship of war, “Fortune”, captained by Henry VanSittart.⁶¹ The *William and Mary* was captured as prize between Bonaire, and Curacao.⁶² The Fortune captured the *William and Mary* on the pretext of attempting to break the blockade, and the *William and Mary* and her cargo were condemned as good prize by a Jamaican admiralty court.⁶³

Part III Litigants

i. The Maryland Insurance Company

The office of The Maryland Insurance Company was located on South Street, in Baltimore, Maryland.⁶⁴ The Maryland Insurance Company was fully incorporated by its shareholders by 1795.⁶⁵ The company would continue to be one of the most

⁵⁸ *Id.* at 31.

⁵⁹ *Id.*

⁶⁰ *Id.*

⁶¹ *American and Commercial Daily Advertiser*, Vol. X Issue 1913 2 (Thursday June 27th, 1805)

⁶² *Id.*

⁶³ *Maryland Insurance Company*, 10 U.S. at 29

⁶⁴ Advertisement, *American and Commercial Daily Advertiser*, Vol. X Iss. 1833 (March 27th, 1805)

⁶⁵ Advertisement, *Federal Intelligencer*, Vol. 3 Iss. 448, (April 10, 1795)

successful marine insurance institutions in the county.⁶⁶ The company made numerous contributions to charities, and had just claims against the United States for French and British spoliations prior to 1800.⁶⁷ The insurance institution was originally chartered with a nominal capital of \$500,000 dollars, divided into 500 shares of \$1000 dollars each, which was paid in ten installments of \$100 dollars by its shareholders.⁶⁸ The board of directors was chosen through an election process, which was held at the office of The Maryland Insurance Company.⁶⁹ During the time at which William Woods took out the two insurance policies in question, John Hollins was the President of The Maryland Insurance Company.⁷⁰ John Hollins, a prominent Baltimore Merchant, founded the firm John Hollins and Company in 1792 and acted as the President of the Maryland Insurance Company until his death in 1820.⁷¹

The Maryland Insurance Company continued to remain active pursuing claims during the 1900s, as demonstrated by their claim on the Schooner, *Thetis*.⁷² This case was heard in the Court of Claims in Washington DC, on December 7th, 1905. ⁷³ The Maryland Insurance Company was awarded six thousand two hundred and forty six dollars, because the seizure and condemnation of the schooner was deemed illegal.⁷⁴

⁶⁶ *Baltimore Sun*, Vol XII, Issue 110 1 (March 25th, 1843)

⁶⁷ *Id.*

⁶⁸ *Id.*

⁶⁹ *Republican*, Vol. II, Iss. 107, (March 11th, 1803)

⁷⁰ J. Thomas Scharf, *The Chronicles of Baltimore* [1874], 209, 260

⁷¹ *Id.*

⁷² United States Congressional serial set, Iss. 4984, 2 (December 11th, 1905)

⁷³ *Id.*

⁷⁴ *Id.*

ii. William Woods

William Woods, the sole owner of the vessel *William and Mary* and her cargo, was a Baltimore merchant and grocer.⁷⁵ Woods lived on the West side of South Frederick Street in Baltimore.⁷⁶ William Woods was born around 1761, and passed away in 1826 at the age of sixty-five.⁷⁷ Woods had been a Baltimore merchant for forty years at the time of his passing.⁷⁸ Woods was a member of an association of grocery merchants in the city of Baltimore.⁷⁹ As a respected merchant in Baltimore, William Woods along with William Livefay, Nicholas Ridgley, John Diffenderfer, Ebenezer Finley, John Mitchell, Robert Hough, Hazekiah Glakett, and William McDonald were chosen as a sub-committee within the association to enquire as to any infractions of the articles and rules of the association, and report these infractions to the committee.⁸⁰ According to land records from Baltimore County,⁸¹ in 1803, Woods purchased a piece of land on Pratt Street from another Baltimore merchant named Samuel Whim for four thousand dollars.⁸² The schooner, *William and Mary*, was not the only vessel insured by Woods. On May 28, 1805, Woods's

⁷⁵ Deaths, *Daily National Intelligencer*, Vol XV, Iss. 4249 (September 5th, 1826)

⁷⁶ Last Will and Testament of William Woods (1826) retrieved at Maryland State Archives

⁷⁷ Deaths, *Daily National Intelligencer*, Vol XV, Iss. 4249 (September 5th, 1826)

⁷⁸ *Id.*

⁷⁹ *Federal Gazette*, Vol. XII, Iss. 2034 3 (May 31st, 1800).

⁸⁰ *Id.*

⁸¹ When searching land records before 1850 at the State Archives in Annapolis, the records are under Baltimore County as opposed to Baltimore City.

⁸² Baltimore County Land Records (1803) retrieved at Maryland State Archives

schooner, *Experiment*, captained by the same Henry Travers, was detained off the Isle of Pines by the French privateer schooner, *Cashwater*.⁸³

William Woods had a wife named Ann Woods who passed away in 1829, at the age of 58.⁸⁴ The executor of Wood's will was his son, Andrew H. Woods.⁸⁵ Wood had another son who passed away by the name of William H. Woods.⁸⁶ William Woods also had a grandson, George W. Woods who was the son of the late William H. Woods.⁸⁷ Additionally, Woods had four daughters named Sarah, Elizabeth Hammond, Ann Berry, and Susan Baker Woods, as well as a nephew named Marcus Dennison.⁸⁸

Part IV. Procedural History and Arguments (Circuit Court)

i. American Involvement as of 1805-1807

America was able to remain neutral in the war from 1803 to 1806, but suffered from impressment.⁸⁹ James Monroe joined Special Commissioner William Pinckney in 1806 in an effort to end British impressment of American sailors, and to secure neutral trading rights.⁹⁰ The proposed Monroe-Pinckney Treaty failed to

⁸³ *American and Commercial Daily Advertiser*, Vol. X Issue 1913 2 (Thursday June 27th, 1805)

⁸⁴ *Baltimore Patriot*, Vol. XXXIV, Iss. 171 2 (July 18, 1829)

⁸⁵ Last Will and Testament of William Woods (1826) retrieved at Maryland State Archives

⁸⁶ *Id.*

⁸⁷ *Id.*

⁸⁸ *Id.*

⁸⁹ U.S. Department of State Office of the Historian, [Napoleonic Wars and the United States, 1803-1815](https://history.state.gov/milestones/1801-1829/napoleonic-wars), available at <https://history.state.gov/milestones/1801-1829/napoleonic-wars>

⁹⁰ U.S. Department of State Office of the Historian, Biographies of the Secretaries of State: James Monroe, available at <http://history.state.gov/departments/history/people/monroe-james>

sufficiently address impressments, and therefore, President Thomas Jefferson declined to forward the treaty to the Senate.⁹¹

Thomas Jefferson passed the initial Embargo act three days before Christmas, in 1807.⁹² The act mandated that no ships or vessels in the ports of the United States were to be cleared for any foreign port, except for the explicit direction of the President.⁹³ The initial act produced legal and administrative complications, and in addition, the act failed to provide any penalties or enforcement actions, except for bond forfeiture.⁹⁴ In response to these issues, Congress passed various embargo statutes, which altered the original act.⁹⁵ These embargo acts, in combination with each other, effectively created the potential seizure of practically everything that moved in the United States.⁹⁶ Many individuals at the time felt that the embargo violated the constitutional principles that the Jeffersonian Republicans supposedly held dear.⁹⁷

ii. Circuit Court for the District of Maryland 1806-1807

The first court case involving the capture of the *William and Mary* occurred at an Admiralty Court in Jamaica, where the vessel was condemned as good prize on the pretext that Captain Travers attempted to break the blockade.⁹⁸ William Woods brought the case to the Circuit Court for the District of Maryland on April 26th, 1806,

⁹¹ *Id.*

⁹² Jerry L. Mashaw, Reluctant Nationalists: Federal Administration and Administrative Law in the Republican Era, 1801-1829, 116 Yale L.J. 1636, 1650 (2007)

⁹³ *Id.*

⁹⁴ *Id.*

⁹⁵ *Id.*

⁹⁶ *Id.* at 1654.

⁹⁷ *Id.* at 1655.

⁹⁸ *Maryland Insurance Company*, 10 U.S. at 34.

and was represented by Nicholas Brice⁹⁹, and Robert Goodloe Harper¹⁰⁰. The justices at the time of this trial were Samuel Chase¹⁰¹ and James Houston. Philip Moore was the law clerk for the circuit court, and Thomas Rutter was the Marshal. The case was continued until May 1, 1807,¹⁰² and the opinion was given on November 7, 1807.¹⁰³ The Judiciary Act of 1789 established the circuit courts as the primary trial courts of the federal judiciary; it also gave the circuit courts appellate jurisdiction over some of the decisions of the federal district courts.¹⁰⁴

iii. Circuit Court Arguments

At trial, William Woods asserted through his attorneys that The Maryland Insurance Company was fraudulently intending to deceive and defraud him by breaching the covenants agreed upon in 1805.¹⁰⁵ The Maryland Insurance Company, through its general counsel John Purviance,¹⁰⁶ and attorney, Martin Luther,¹⁰⁷ stated

⁹⁹ Nicholas Brice, attorney, was born in 1771, in Annapolis, Maryland. He served as a Special Judge Advocate on the staff of Major Sam Smith and was at the battles of North Point and Fort McHenry. In 1817, he became the Chief Judge of the Baltimore City Court and filled that position until his death, in 1851. John W. Jordan, Colonial and Revolutionary Families of Pennsylvania, Genealogical Publishing Co. 1448 (1978).

¹⁰⁰ See Biography of Robert Goodloe Harper in Appendix

¹⁰¹ See Biography of Samuel Chase in Appendix

¹⁰² Supreme Court Case Papers pg. 7

¹⁰³ *Id.* at 1

¹⁰⁴ Pub. L. No. 1-20, §§2, 3, 1 Stat. 10, 73 (1789).

¹⁰⁵ Supreme Court Case Papers pg. 4.

¹⁰⁶ John Purviance was born in 1774, in Baltimore. He acted as regular counsel for many marine insurance companies in Baltimore. On May 7th, 1833 John Purviance was appointed associate justice of the Sixth Judicial District of Maryland. John Purviance died in Baltimore, on September 22, 1854. JHBL Family Genealogy, John Purviance, available at

<http://latrobefamily.com/genealogy/getperson.php?personID=I5406&tree=mytree>

¹⁰⁷ Luther Martin was born in Brunswick, New Jersey, and was a delegate to the Constitutional Convention. Luther Martin represented Justice Samuel Chase in his impeachment trial in 1805, and was one of Aaron Burr's defense attorneys when

that the policy was not broken in manner or form.¹⁰⁸ At trial, seven bills of exceptions were taken.¹⁰⁹

The Plaintiff stated that at the time of the voyage no vessel could enter the port of Porto Cabello without first obtaining permission at Laguira, and that the usual course for trade vessels from Baltimore with cargoes for Laguira, assorted for the Spanish Main, is to proceed to the port of Amsterdam if refused permission to enter Laguira.¹¹⁰

The Maryland Insurance company offered evidence that (1) Captain Travers had reason to believe, and did know that the port was actually blockaded and attempted to enter the port of Amsterdam.¹¹¹ They also proclaimed that it was usual and customary for a vessel sailing from Baltimore possessing cargoes suitable to the Spanish Main, to proceed directly to the ports of Cumana, New Barcelona, Porto Cabello, Maracaibo, or Carthagena, without obtaining permission at Laguira.¹¹²

The plaintiff prayed the court to instruct the jury that if they believed the evidence presented by him, then his proceeding towards the port of Amsterdam in this case should not deprive him of his right to recover under the said policies.¹¹³ The court directed the jury that if Travers had reason to believe the island was

Aaron Burr stood trial for treason in 1807. In 1826, at the age of 78, Luther Martin passed away in Aaron Burr's home in New York City. American History From Revolution to Reconstruction and Beyond, *A Biography of Luther Martin 1748-1826*, available at <http://www.let.rug.nl/usa/biographies/luther-martin/>

¹⁰⁸ Supreme Court Case Papers pg. 3

¹⁰⁹ *Maryland Insurance Company*, 10 U.S. at 30.

¹¹⁰ *Id.* at 32.

¹¹¹ *Id.* at 33.

¹¹² *Id.*

¹¹³ *Id.*

actually blockaded, and he attempted to enter the port of Amsterdam, then he could not maintain the present action. To this opinion, the plaintiff excepted.¹¹⁴

(2) Next, the defendants offered evidence that Travers might have obtained information about the blockade in Laguira, or Bonaire, but that he made no such inquiry.¹¹⁵ Additionally, the defendants asserted that Travers was determined to proceed to “Porto Rico” after leaving Laguira, but proceeded to Curacao, which was near, to inquire as to whether the blockade still continued.¹¹⁶ The defendants prayed the court to instruct the jury that for these actions, the plaintiff was not entitled to recover. On this issue, the court was of the opinion that if the jury is satisfied based on the evidence that Travers sailed from Laguira to Amsterdam to enter the port if not actually blockaded, but if actually blockaded not to attempt to enter, and was captured on his way, at a distance of roughly 30 miles, then the plaintiff can maintain this current action.¹¹⁷

(3) On the third issue, the defendant prayed the court to instruct the jury that if the aforementioned letter from the British government notified the American government about the blockade in reasonable time, and that Travers knew of it, and it was generally known in Baltimore, then his actions would not allow him to maintain the present action.¹¹⁸ The court refused to give these instructions, and repeated the instructions given for the 2nd issue, which the defendants excepted.¹¹⁹

¹¹⁴ *Id.*

¹¹⁵ *Id.* at 34.

¹¹⁶ *Id.*

¹¹⁷ *Maryland Insurance Company*, 10 U.S. at 35.

¹¹⁸ *Id.*

¹¹⁹ *Id.*

(4) On the fourth issue, the defendants prayed the court to direct the jury that the island of Curacao belongs to the Dutch government, and is a party to the war, and that Travers should have traveled to the aforementioned ports on the Spanish Main as opposed to the port of Amsterdam. The court refused to give this direction to the jury, and the defendants excepted.¹²⁰

(5) The defendants prayed the opinion of the court as to whether the insured had a right to proceed to “Porto Rico”, or St. Thomas, under the terms of the policy.¹²¹ The court directed the jury that he had no such rights, and the defendants excepted.¹²²

(6) Next, the defendants prayed the court to instruct the jury that if they believed that Travers proceeded on a provisional journey to the port of Amsterdam or for “Porto Rico”, or St. Thomas, with an intention to go to Amsterdam if not blockaded, then this would violate the insurance policy. The court already declared that Travers had a right to proceed to Amsterdam, and directed the jury that Traver’s intention only to proceed to St. Thomas or “Porto Rico” if Amsterdam was blockaded will not affect the policies. The defendants excepted.

(7) Lastly, the defendants prayed the opinion of the court that if Travers sailed from Laguirra on a voyage to St. Thomas or “Porto Rico”, but with the intention of proceeding a small distance out of the way to Amsterdam to ascertain whether there was a blockade, then the defendants would not be answerable for the

¹²⁰ *Id.* at 36.

¹²¹ *Id.*

¹²² *Id.*

policies.¹²³ Similarly to their opinion on the 6th issue, the court opined that even if it were Travers' intention to proceed to the other ports if Amsterdam was blockaded, his intention only would not affect the policies.¹²⁴

The verdict and judgment were in favor of the plaintiff, William Woods.¹²⁵ William Woods was awarded damages in the amount of \$22,139 dollars, 15,139 dollars and 54 cents for the cargo, and \$7000 dollars for the vessel.¹²⁶

Part V Procedural History and Arguments (Supreme Court 1810)

i. Writ of Error

Philip Barton Key and Luther Martin brought a writ of error on behalf of the Maryland Insurance Company.¹²⁷ Philip Barton Key¹²⁸ contended that condemnation by a foreign court was conclusive evidence of an attempt to break the blockade, and Curacao was not considered a port within the policy. Additionally, he argued that St. Thomas was not a neighboring port, and even if the court concluded otherwise, then Traver's deviated from the allowed journey by sailing towards

¹²³ *Id.* at 37.

¹²⁴ *Id.* at 38.

¹²⁵ *Id.*

¹²⁶ Supreme Court Case Papers pg. 8.

¹²⁷ *Maryland Insurance Company*, 10 U.S. at 38.

¹²⁸ Philip Barton Key was born in Cecil County, Maryland, on April 12th, 1757. He was a member of the State house of delegates from 1794-1799, and was nominated to the Fourth United States Circuit Court on February 25, 1801. He represented the Maryland Insurance Company during the Supreme Court proceedings in the present case. Philip Barton Key passed away in Georgetown, DC, on July 28th, 1815.

Biographical Directory of the United States Congress, [Philip Barton Key, \(1757-1815\)](#), available at

<http://bioguide.congress.gov/scripts/biodisplay.pl?index=K000159>

Curacao.¹²⁹ In response, Robert Goodloe Harper contended that the blockade in Curacao was a blockade by notification, as opposed to a blockade de facto. Therefore, William Woods had the right to inquire about the blockade since he had not been previously warned off, and there was no reason to extend the principal of the blockade farther than that of the British government.¹³⁰

In reply, Martin asserts many of the same principles as Key, as well as discussing various cases to illustrate his assertions regarding the notification by the British, neutral property being condemned for violating a blockade, and the conduct of Captain Travers.¹³¹ Harper maintains that the British order is decisive, and Martin makes the excellent point that if the British orders bore the construction stated by Harper, the vessel would not be condemned.

ii. American Involvement as of 1810

In 1810, Nathaniel Macon's Bill No. 2 offered Britain and France the option to halt their seizure of American merchant ships in return for U.S. participation in the trade block.¹³² France was the first to agree to these terms, and Madison publicly accepted France's concessions, which brought the United States one step closer to war with Great Britain.¹³³

iii. Supreme Court Opinion (Marshall)

On February 8th, 1808, the record was received and filed by the Supreme Court. The case was continued until February 8th, 1810, when the arguments were

¹²⁹ *Id.*

¹³⁰ *Id.*

¹³¹ *Id.* at 40.

¹³² Napoleonic Wars and the United States, 1803-1815, *supra* note 89.

¹³³ *Id.*

heard. The arguments continued until February 9th, and the opinion was given on February 16th 1810.¹³⁴

In his opinion, Chief Justice Marshall goes through the exceptions taken by the parties of this case. He does not address the 1st exception, because the party who excepted, William Woods, prevailed in the case.¹³⁵ Similarly, Marshall does not examine the fifth exception, because the opinion favored the party who excepted.¹³⁶ Marshall does not examine the fourth or sixth exceptions because neither exception presents a case that varies from the opinion in the second and third exceptions. Therefore, Justice Marshall only examines the second, third, and seventh exceptions.¹³⁷

Marshall explains that the second and third exceptions are so interrelated that there would be no reason to discuss them separately¹³⁸ Marshall examines the two principles of law asserted by the circuit court in regards to the second and third exceptions.¹³⁹ First, Marshall discusses whether a sentence from a foreign court of admiralty in this case is conclusive evidence that the *William and Mary* attempted to break the blockade.¹⁴⁰ Marshall discusses the policy change that took place to help ease the controversy regarding foreign admiralty court decisions. Companies

¹³⁴ National Archives: Images from microfilm of the Records of the U.S. Supreme Court 1789-1830s pg. 330.

¹³⁵ *Maryland Insurance Company* 10 U.S. at 50.

¹³⁶ Luther Martin stated that the fifth exception was taken to the opinion of the court to demonstrate repugnance between the opinion in the fifth and second bill of exceptions. Luther Martin asserted that if it was not within the policy to go to Porto Rico or St. Thomas, than it was not lawful within the policy to go to Currao.

¹³⁷ *Maryland Insurance Company*, 10 U.S. at 49-50.

¹³⁸ *Id.* at 43.

¹³⁹ *Id.* at 44.

¹⁴⁰ *Id.*

inserted after the warranty that the property was neutral, “proof of which to be required in the United States only.”¹⁴¹ Marshall then addresses the underwriter’s argument, which asserts that a neutral vessel attempting to enter a blockaded port would insulate the underwriters from liability on the policy.¹⁴² Marshall explains that judgments in favor of the underwriters have been consistently founded on a breach of the warranty of neutrality, which after construction applies to the property and the conduct of the vessel.¹⁴³ Although it is collectively acknowledged that anti-neutral conduct forfeits the warranty that the vessel is neutral, the actions of the vessel in this case were within the warranty of her neutrality.¹⁴⁴ Therefore, the circuit court did not err on this issue, and the sentence of a foreign admiralty court in this case was not conclusive evidence of the fact that it asserted.¹⁴⁵

Next, Marshall breaks down the issue of whether the underwriters were discharged by the conduct of the captain into three distinct questions.¹⁴⁶ The three subdivisions of this issue are (1) whether the port of Amsterdam is a neighboring port within the policy, (2) was the captain’s intention to pass Amsterdam, if blockaded, enough to discharge the underwriters, and (3) does an omission to inquire at Lagaira or Bonaire amount to a culpable negligence that would discharge the underwriters?¹⁴⁷ Marshall states that the port of Amsterdam was a neighboring port within the policy, and that the policy made no mention that the “neighboring

¹⁴¹ *Id.* at 45.

¹⁴² *Id.*

¹⁴³ *Id.* at 46.

¹⁴⁴ *Maryland Insurance Company*, 10 U.S. at 46.

¹⁴⁵ *Id.*

¹⁴⁶ *Id.*

¹⁴⁷ *Id.* at 46-7

port” be a port under the Spanish government.¹⁴⁸ The court also declared that the distance between the two ports is negligible in regards to this analysis.¹⁴⁹ Marshall goes on to affirm that the intention to sail for another port if Amsterdam was blockaded would not constitute a deviation.¹⁵⁰ Marshall illustrates that an intention not achieved will not deprive the insured of his contractual reimbursements when he would not have been deprived of the benefits had he executed his intention.¹⁵¹ Marshall then addresses the third prong regarding the omissions by the captain to inquire at Lagaira and Bonaire¹⁵². The Court was of the opinion that this blockade was qualified by the aforementioned British communication, and therefore, vessels bound to these ports had the right to be warned off.¹⁵³ The vessel could not have the necessary notice of the blockade until she is warned off. For these reasons, The Court concluded that there was no error in the opinion on which the second and third exceptions were taken.¹⁵⁴

Lastly, Marshall addresses the seventh exception declaring that if St. Thomas or Porto Rico were not neighboring ports within the policy, then a voyage from Lagaira to either of those places was not insured.¹⁵⁵ He also states that these ports are most likely not ports within the policy.¹⁵⁶ Next, he states that even if they were neighboring ports within the policy, the trip to Amsterdam to ascertain whether the

¹⁴⁸ *Id.* at 47.

¹⁴⁹ *Id.*

¹⁵⁰ *Id.*

¹⁵¹ *Id.*

¹⁵² *Maryland Insurance Company*, 10 U.S. at 48

¹⁵³ *Id.*

¹⁵⁴ *Id.* at 49.

¹⁵⁵ *Id.* at 50.

¹⁵⁶ *Id.*

port was blockaded constitutes a deviation, which would discharge the underwriters from liability.¹⁵⁷ The Court determines that The Maryland Insurance Company offered evidence of this fact, and even if disbelieved by the jury, the defendants were entitled to the opinion of the court declaring its legal operation if believed.¹⁵⁸ The Court concludes that the circuit court erred by refusing to instruct the jury in the manner prayed by the defendant in the seventh exception, and therefore the judgment was reversed, and the issue was remanded for a new trial.¹⁵⁹

iv. On Remand (1811)

On remand, the defendants took one bill of exception to the instructions prayed by the plaintiff.¹⁶⁰ Woods prayed the court to instruct the jury that his right to recover should not be affected by Travers' inquiry. Woods contended that the only reason for his not being able to maintain this action would be if the court found that Travers' attempted to violate the blockade, as opposed to inquiring about it.¹⁶¹ The verdict was again in favor of William Woods, but the damages were reduced to \$8,751 dollars.¹⁶² The circuit court issued a judgment nisi,¹⁶³ and an appeal was prayed and granted. The record was received and filed by the Supreme Court on

¹⁵⁷ *Id.*

¹⁵⁸ *Maryland Insurance Company*, 10 U.S. at 51.

¹⁵⁹ *Id.*

¹⁶⁰ *Maryland Insurance Company*, 11 U.S. at 402 (1813)

¹⁶¹ *Id.*

¹⁶² U.S. Circuit Court_District of Maryland (Minutes)1790-1828 (1811)

¹⁶³ Judgment Nisi is a judgment that is not final or absolute. A judgment nisi is an intermediation judgment that becomes final unless a party appeals or it is formally set aside. USLegal, [Judgment Nisi Law & Legal Definition](http://definitions.uslegal.com/j/judgment-nisi/), available at <http://definitions.uslegal.com/j/judgment-nisi/>

January 15, 1812.¹⁶⁴ On February 20, 1812, Harper filed a motion for a mandate on suit on the policy of goods of the *William and Mary*.¹⁶⁵ The case was continued until March 3, 1813, when the arguments were heard.¹⁶⁶

Martin's writ of error for the Maryland Insurance Company asserted that the letter from the British Secretary of State, Mr. Merry, was just his opinion as to the blockade, and actors who relied upon this information did so at their own peril.¹⁶⁷

Part VI. Procedural History and Opinion (Supreme Court 1813)

i. American Involvement as of 1813

On June 17th, 1812, Congress passed the declaration of war, and on June 18th, 1812 President Madison signed the declaration.¹⁶⁸ The War of 1812 continued until 1815, even though diplomats signed the Treaty of Ghent on December 23, 1814.¹⁶⁹

ii. Supreme Court Opinion Livingston 1813

Livingston delivered the opinion of the Court stating that the communication from Britain to America on April 12, 1804, provided a sufficient excuse for the *William and Mary* to proceed towards the island to inquire as to whether the blockade still existed.¹⁷⁰ The Court explicitly stated that their opinion does not

¹⁶⁴ National Archives: Images from microfilm of the Record of the U.S. Supreme Court, 1789-1830s page 550.

¹⁶⁵ *Id.*

¹⁶⁶ *Id.*

¹⁶⁷ *Maryland Insurance Company*, 11 U.S. at 402 (1813)

¹⁶⁸ S. WoodWorth & Co, THE WAR, New York, (July 4th, 1812)

¹⁶⁹ Napoleonic Wars and the United States, *supra* note 89.

¹⁷⁰ *Maryland Insurance Company*, 11 U.S. at 407-8.

address the conduct if the communication was never made. Therefore, the judgment of the circuit court was affirmed with costs.¹⁷¹

Conclusion

The case of *Maryland Insurance v. Woods*, asserted many principles that were particular to the case because the British letter furnished an excuse for Captain Travers proceeding towards the blockaded port. In cases of a de facto blockade, a ship behaving in such an “anti-neutral” fashion would discharge the underwriters from liability. However, the Supreme Court decision in 1813 demonstrates that the Court was not opining as to the nature of the case if such a letter was not written. Another interesting aspect presented in this case was the condemnation by the admiralty court in Jamaica. Although it is unclear whether the letter was addressed in the admiralty proceeding, the British communication made it clear that they informed their captains and admiralty courts not to consider the blockade as existing. The communication effectively altered the outcome of all the proceedings, which favored the plaintiff, William Woods. If the blockade was considered de facto, as opposed to a blockade by notification, it would appear that the Maryland Insurance Company would have been discharged of their obligation under the said policy. This case has been cited in six subsequent Supreme Court proceedings.¹⁷²

¹⁷¹ *Id.* at 408.

¹⁷² *National Mut. Ins. Co. v. Tidewater Transfer Co.*, 337 U.S. 582, 583, 69 S. Ct. 1173, 1173, 93 L. Ed. 1556, 1563, 1949 U.S. LEXIS 2924, 1 (U.S. 1949); *Alexander v. Cosden Pipe Line Co.*, 290 U.S. 484, 54 S. Ct. 292, 78 L. Ed. 452, 1934 U.S. LEXIS 451, 4 U.S. Tax Cas. (CCH) P1211, 13 A.F.T.R. (P-H) 827, 1934-1 C.B. 412, 1934 P.H. P618 (U.S. 1934); *The Adula*, 176 U.S. 361, 20 S. Ct. 432, 44 L. Ed. 505, 1900 U.S. LEXIS 1744 (U.S. 1900); *Brig Amy Warwick*, 67 U.S. 635, 17 L. Ed. 459, 1862 U.S. LEXIS 282, 2 Black 635 (U.S. 1863); *Marshall v. Balt. & O. R. Co.*, 57 U.S. 314, 14 L. Ed. 953, 1850

Although the circumstances in this case are unique, the case of *Alexander v. Cosden Pipeline Co.*, addresses the unusual circumstances of litigants excepting to parts of the decision that were in their favor.¹⁷³

Appendix

Biography Robert Goodloe Harper



U.S. LEXIS 1556, 16 HOW 314 (U.S. 1854); *General Mut Ins. Co. v. Sherwood*, 55 U.S. 351, 14 L. Ed. 452, 1852 U.S. LEXIS 451, 14 HOW 351 (U.S. 1853)

¹⁷³ *Alexander v. Cosden Pipe Line Co.*, 290 U.S. 484, 54 S. Ct. 292, 78 L. Ed. 452, 1934 U.S. LEXIS 451, 4 U.S. Tax Cas. (CCH) P1211, 13 A.F.T.R. (P-H) 827, 1934-1 C.B. 412, 1934 P.H. P618 (U.S. 1934)

Source: Biographical Directory of the United States Congress, Robert Goodloe Harper 1765-1825, available at <http://bioguide.congress.gov/scripts/biodisplay.pl?index=H000225>; Matrimony Notice, Albany Centinel Vol. IV, Iss. 93 3 (May 19, 1801)

Robert Goodloe Harper was born near Fredericksburg, Virginia, in January 1765. He served in the revolutionary army and graduated from the College of New Jersey (Now Princeton) Harper was admitted to the bar in 1789, and began practicing in South Carolina. Harper served as a representative for South Carolina from 1790 to 1795. Harper was elected to the Third, Fourth, Fifth, and Sixth Congresses of South Carolina where he served from 1795 to 1801. In 1800, Harper married Catherine Carroll who was the daughter of the prominent attorney Charles Carroll of Carrollton. Harper served in the War of 1812 attaining the rank of Major General. Harper served in the Maryland Senate from 1815 to 1816, and unsuccessfully ran for Vice President as a Federalist candidate. Robert Goodloe Harper died in Baltimore, Maryland, in 1825.

Biography of Samuel Chase



Source: Biographical Directory of the United States Congress, Samuel Chase 1741-1811, available at <http://bioguide.congress.gov/scripts/biodisplay.pl?index=c000334>; Republican Star, Vol. 3, Iss. 15 3 (December 11, 1804)

Samuel Chase was born in Princess Anne, Maryland, on April 17, 1741. Chase was admitted to the bar in 1761, and began practicing in Annapolis. He served as a member of the General Assembly of Maryland from 1764 1784, and was a member of the Continental Congress from 1774 to 1778. Chase signed the Declaration of Independence and traveled to England in 1783 as an American agent. Chase moved to Baltimore in 1786, and was appointed judge of the Baltimore criminal court in 1788. In 1791, Chase was appointed as a judge for the Maryland General Court. In 1796, President Washington nominated Chase as an Associate Justice of the

Supreme Court. Samuel Chase is the only Supreme Court Justice to be impeached, and this took place in 1804. The Senate tried Samuel Chase in 1805, and Luther Martin represented him. Chase was acquitted of all charges and resumed his seat on the bench until his death in Washington DC, on June 19, 1811.

Pictures Relating to the Case



Nicholas Brice:



Luther Martin:



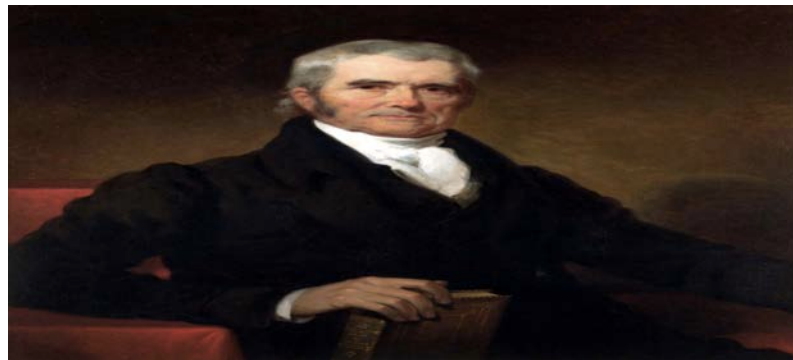
The Fortune:



Place of Capture:



Present Day Lagaira:



John Marshall: