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## Documents Online

**Title:** Letter from Roger B. Taney to Beal Randall

**Date:** May 22, 1828

**Location:** I-AsbellY-2004-8

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Upon the question submitted to us by the  
Mutual Insurance Company of Baltimore  
by their proceedings of the 25<sup>th</sup> of April & 2<sup>nd</sup>  
of May, as to the right & power of the  
Company under their Charter to pay out of  
the funds in hand the amount of the loss  
claimed by Mr. Thomas Ellicott on  
policy No. 1114, during the existence of  
the outstanding policy, we are clearly  
of the opinion that the Company have  
the right to make this disposition of their  
funds & that they are also under a legal  
obligation to do so, affirming Mr. Ellicott's  
claim to be a valid one.

We are also of opinion that no  
security can be exacted of Mr. E. for  
repaying any part of his payment should  
it prove him, and that the Company  
are under



no necessity to exact such security  
in order to indemnify themselves from  
a greater personal responsibility than to  
double the amount of the deposits which  
they <sup>may</sup> have already paid in under the  
provisions of the 7<sup>th</sup> section of the  
Charter, as, under no circumstances,  
can their responsibility be ~~to~~ enlarged  
to a greater amount than that sum.

R. B. Toney

Remy Johnson

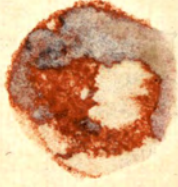
22 May, 1828.

To  
The Mutual Ins.  
Comp<sup>y</sup>. of Balt.



R B Taney &  
Purvey Johnston  
Opinion respecting the  
exacting of security  
from 3 Elliptics  
May 22. 1826

Beal Randall Esq?  
Presid. Mutual Ins.  
Comp'y.  
Baltimore.



Upon the question submitted to us by the Mutual Insurance Company of Baltimore by their proceedings of the 26<sup>th</sup> of April & 2<sup>nd</sup> of May, as to the right & power of the Company under their Charter to pay out of the funds in hand the amount of the loss claimed by Mr. Thomas Ellicott on policy No. 1114, during the execution of the outstanding risks, we are clearly of the opinion that the Company have the right to make this disposition of their funds & that they are also under a legal obligation to do so, assuming Mr. Ellicotts claim to be a valid one.

We are also of opinion that no security can be exacted of Mr. E. for refunding any part of this payment [illegible] it made him, and that the Company are under

no necessity to exact such security in order to indemnify themselves from a greater personal responsibility than to double the amount of the deposits which they may have generally paid in under the provisions of the 7<sup>th</sup> Section of the Charter, as, under no circumstances, can their responsibility be enlarged to a great amount than that sum.-

R. B. Taney  
Reverdy Johnson  
22 May, 1828

To  
The Mutual Ins.  
Company of Balt.