

[N^o 7512=]

Sept 1, 1796
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BY this POLICY of ASSURANCE,

Underwritten in the Office kept by *Peter Chardon Brooks,*

CRS

M^r Henry West of Haverhill as well in his own name, as for and in the name and names of every person or persons, to whom the same doth or shall appertain, in part or in all, doth make assurance, and cause *himself* and them, and every of them, to be insured, lost or not lost, the sum of *Five thousand dollars* *\$5000* on the Schooner *Joanna and Cargo*, at and from *Guadalupe to Newbury Port or Boston*

whereof is master for this voyage, *Moses Brown* or whoever else shall go for master in the said vessel, or by whatever other name or names the said vessel or master is or shall be named (called; beginning the adventure upon the said *Sch^o and Cargo* at *Guadalupe* as aforesaid, and to continue during the voyage aforesaid, and until said vessel shall be arrived and moored at anchor twenty-four hours in safety.

Vessel valued And, in cases of extremity and distress, it shall be lawful for the said vessel, &c. in this voyage, to proceed to, and touch at, any ports or places whatever, without prejudice to this insurance. And the assurers agree to bear and take upon them, in this voyage, the dangers of the seas, storms, enemies, (unless a war or hostilities should commence during the voyage) pirates, assailing thieves, restraints and detentions of all kings, princes, or people, of what nation or quality soever; barratry of the master, (unless the assured be the owner of the vessel) and of the mariners; and all other losses and misfortunes, that have or shall come to the damage of said *Sch^o and Cargo* or any part thereof, which assurers are liable by the rules and customs of assurance in *Boston* and if any disputes shall arise, the matter in controversy shall be decided by referees to be chosen by each party, agreeably to the rules aforesaid. In case of any loss or misfortune, it shall be lawful for the assured, their factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of said *Sch^o and Cargo* or any part thereof, without prejudice to this insurance; and the charges whereof, the assurers will contribute each one according to his sum herein assured: but in case of an average loss not exceeding ten per cent. the assurers, by agreement with the assured, are not to pay any thing towards such loss. And in case of any loss, the money shall be paid in *ninety* days after proof of the same. And it is agreed by the assurers, that this writing or policy of insurance shall be of legal effect; and we hereby promise and bind ourselves, each of us for his own part, our heirs, executors and goods, to the assured, their executors, administrators and assigns, for the full performance of the promises, conditions and covenants contained in the above-mentioned document unto us for this insurance, at and after the rate of

Amo. of Prem.
\$300

Six per cent.

And it is the express condition of this policy, that the subscribers hereto shall be discharged from every risk, in case the same property should be wholly assured, by any policy or policies actually prior to this: but should any part of the same property remain unassured, by such prior policy or policies, or if the sum assured by this policy should exceed the true value of the property at risk, then the first subscriber hereto, and those next in succession, shall be held to take and be the risk of the sum written by each respectively, until the real amount of the property at risk shall be fully assured, and the subsequent subscribers to this, and policies of a later date, shall be discharged from every risk: but every subscriber, though discharged from risk, shall be entitled to half per cent. on the sum written by him respectively. And in case any one or more of the assurers (this property, by this or any other policy, should become insolvent, or disadvantage occasioned thereby shall be born solely by the assured, and none of the assurers shall be subject to any other loss or demand than what he would be liable to, if no such insolvency should happen.

Bread, corn, flaxseed, oil, salt, hemp, hides, skins, and such goods as are eaten, perishable, are warranted free from average, unless a general one, or the vessel stranded.—IN WITNESS WHEREOF, we the assurers have subscribed our names, and sum assured, at *Boston*, in the Commonwealth of *Massachusetts*, *Septem^r 1. 1796*.

The words "unless a war or hostilities should commence during the voyage" were erased before signing

- \$ 800 Nath Followers Eight hundred dollars*
- 1000 Esthell Hubbard One thousand Dollars*
- 500 Crowell Hatch Five hundred Dollars*
- 400 Daniel Sugent Four hundred Dollars*
- 1000 John Brewer One thousand Dollars*
- 600 Samuel Brown six hundred Dollars*
- 700 Stephen Garham, by P. C. Brooks, seven hundred dols*

\$5000

No 512

Policy on Schooner Joanna &

Cargo

Sum . . . \$5000.

Prem 6%

\$300

Policy No

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