Samuel Galloway — legal papers — 1994

SIDE ONE

This Charterparty of Affreightment indented made & Concluded the 16th day of July in the year of our Lord One Thousand Seven Hundred & Sixty two Between Jonathan Plowman of Baltimore Town in the Province of Maryland Merch.t Owner of the Good Schooner or Vessell called Ninety five Tons or Thereabouts now in the River Patapsco Nagen of the Burthen of the one part and Samuel Galloway of Annapolis Merch.t bound out on a Voyage to South Carolina whereof John Fenwick Master of the other part Witnesseth that the said Jonathan Plowman for the Considerations hereinafter mentioned hath granted and Settled the said Schooner to freight unto the said Samuel Galloway upon the Terms said Conditions following & accordingly hired and taken the same for the Voyage and upon the and Agree to and with the said Samuel Galloway his Executors and Administrators doth Covenant Promise shall be tight Staunch & Strong well and sufficiently Manned Victuallied Tackled Apparelled & furnished with all things needfull and necessary for her intended Voyage (that is to say) the Master fair wind and Weather that shall happen after Twenty fifth Instant from the said River Patapsco to Charles Town in South Carolina (at which place the said Voyage is to Commence) and shall Bear remain with the said Schooner the space of Twelve days after loaded the said Schooner of and from the Correspondents of the said Sam.l Galloway & Assigns all such Rice as he or they shall think fit to load and stow on her over and besides her Tackle Apparel provisions & Furniture not exceeding what she can reasonably stow and carry in her Loaded she shall directly in Wind and Weather will permit being expired or the said Schooner being sooner then loaded onboard the said Schooner in Jamaica and being there arrived she shall of Princes and Rulers always excepted). In Consideration factors or Assigns all the said Rice so by them or his Executors and Administrators covenant promise and her Voyage (the Perils and dangers of the Seas and restraints and Assigns that he the said Samuel Galloway, his Factors the said Samuel Galloway doth hereby for himself his with Rice in Charles Town aforesaid and unto and with the said Jonathan Plowman his Executors Administrators Days allowed limited for doing thereof and days of Demurrage and Assigns shall and will not only fully and completely load the said Vessell within Twelve days after the said Vessell arrived at the Port of Kingstown and that within the several for the freight of the said Rice at and after the Rate of Six the same out of her at the Port of Kingstown aforesaid mentioned but also shall and will truly pay or cause to be paid have loaded on board the said Vessell and delivered as aforesaid unto the said Jonathan Plowman his heirs or Assigns in full for the said Samuel Galloway his Factors and Assigns to keep Jamaica Money for every Hundred weight of Rice that shall day, at each place if required over and above the days above Kingstown aforesaid & in Kingstown 5 Jonathan Plowman or his Assigns the sum or Value of Forty day, day by day as the same shall become due and owing aforesaid to the Contrary Notwithstanding. And to the true and performance hereof the said parties bind themselves their Exec.rs and Adm.rs and especially the said Jona: Plowman his said Ship her freight and Appurtenances and the said Samuel Galloway the Goods to be loaded on board her, the either to the other in the penal sum of Five hundred pounds firmly hereby. In Witness whereof they have interchangeably set their hands and Seals the day and year first above written

Sealed & Delivered (being first Legally stamped) in the presence of
Jos: Galloway
M. Murray

Jon.a Plowman

Sam.l Galloway