Samuel Galloway — legal papers — 1929

SIDE ONE

WHereas I Samuel Gallaway

as well in my own Name, as for and in the Name and Names of all and every other Person or Persons, to whom the same doth, may or shall appertain, in Part or in all doth make Assurance and causeth myself and them and every of them to be Insured, lost or not lost, at and from Maryland to London

upon all Kinds of lawful Goods and Merchandizes, loaden or to be loaden aboard the good Ship or Vessel called the Ships Jenney whereof is Master for this present Voyage Thomas Bartner or whosoever else shall go for Master in the said Ship, or by whatsoever other Name or Names the same Ship, or the Master thereof, is, or shall be named or called, beginning the Adventure upon the said lawful Goods and Merchandizes from and immediately following the Loading thereof on board the said Ships in Maryland aforesaid, and so shall continue and endure until the said Goods and Merchandizes shall be safely landed at London aforesaid. And it shall and may be lawful for the said Ship in her Voyage to proceed and sail to, touch and stay at any Ports or Places, if thereunto obliged by Stress of Weather, or other unavoidable Accident, without Prejudice to this Insurance. Touching the Adventures and Perils, which we the Assurers are contented to bear, and do take upon us in this Voyage, they are, of the *Seas, Men of War, Fires, Enemies, Pirates, Rovers, Theives, Jettisons, Letters of Mart, and Counter Mart, Surprisals, Taking at Sea, Arrests, Restraints and Detainments, of all Kings, Princes, or People of what Nation, Condition or Quality soever, Barratry of the Master and Mariners*, and all other Perils, Losses and Misfortunes, that have or shall come to the Hurt, Detriment or Damage of the said Goods or Merchandizes, or any Part thereof. And in case of any Loss or Misfortunes, it shall be lawful to and for the Assured their Factors, Servants and Assigns, to sue, labour and travel for, in and about the Defence, Safeguard and Recovery of the said Goods or Merchandizes, or any Part thereof without Prejudice to this Insurance, to the Charges whereof we the Assurers will contribute each one, according to the Rate and Quantity of his Sum herein Assured. And it is agreed by us the Assurers, that this Writing or Policy of Insurance, shall be of as much Force and Effect, as the surest Writing or Policy of Assurance heretofore made in *Lombard-Street*, or elsewhere in *LONDON*. And, so we the Assurers are contented, and do hereby promise and bind ourselves each one for his own Part, our Heirs, Executors and Goods, to the Assured their Executors, Administrators and Assigns, for the true Performance of the Premisses, confessing ourselves paid the Consideration due unto us for the Assurance, by the said Assured or their Assigns at and after the Rate of Eight Pounds ⅌ Cent Warranted to sail under Convoy of the Gosport Man of War from Virginea

And in Case of Loss, the Assured is to abate *Two Pounds per Cent.* and such Loss to be paid in three Months after Proof thereof. And it is agreed, that if any Dispute shall arise relating to a Loss on this Policy, it shall be referred to two indifferent Persons, one to be chosen by the Assured, the other by the Assurer or Assurers, who shall have full Power to adjust the same; but in Case they cannot agree, then two such Persons shall chuse a third, and any two of them agreeing, shall be obligatory to both Parties.

In Witness whereof WE the Assurers have subscribed our Names and Sums Assured in *Philadelphia* the Second Day of December One Thousand Seven Hundred and Sixty Two

Memorandum. *Salt, Wheat, Indian Corn, Peas, Malt and dried Fish stow'd in Bulk, and Tobacco in Casks, are warranted free from Average, unless general, or the Ship be stranded. All other Goods free from Average under* Five Pounds per Cent *unless general, or the Ship be stranded.*

The Assured shall allow the Office-Keeper or Broker Half per Cent. *for his Trouble, in collecting any Loss that may happen on this Policy, paying the same in due Time, and registring it in the Office-Books.*

It Is Declared that this Insurance is on One Hundred & Eighty Two Hogsd.s Tobacco which are & shall be Valued at Two Thousand One Hundred & Thirty Five Pounds

£150 One hundred & fifty pounds Thos. & Richd. Backe

£300, Three hundred pounds Willing Morris & Co

£200 Two hundred pounds Archd. McCalls.

£150 One Hundred & fifty pounds Baynton & Wharton

£100 One hundred pounds. Chas. Jones

£300 Three Hundred Pounds Jedh. Pettit

£50 Fifty pounds Aquilla Jones

£885 Eight Hundred & Eighty five Pounds Francis & Ralf