THE GEORGIA INSURANCE AND TRUST COMPANY.

No. 103.

THIS POLICY OF INSURANCE

Witnesseth, that The GEORGIA INSURANCE AND TRUST COMPANY in consideration of the respective premiums set forth in the several endorsements hereafter following, to them paid by the assured hereinafter named, the receipt whereof is hereby acknowledged, DO INSURE

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against loss or damage on the high seas and elsewhere, as mentioned in said respective endorsements hereon made by the agents of this company, and to the accounts and in the manner therein set forth.

Beginning the adventures respectively upon the property insured, from and immediately following the lading thereof, and continuing the same, if on freight or cargo, till the property shall be safely landed, if on the vessel until she shall be arrived and moored at anchor, twenty-four hours in safety, in terms of the endorsement aforesaid.

And it shall and may be lawful for the vessel, 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.

The Adventures and Perils, which the said Insurance Company are contented to bear and to take upon them, are, of the Sea, Fire, Enemies, Pirates, assailing Thieves, Jettisons, Restraints and Detainments of all Kings, Princes, or People of what nation or quality soever, Barratry of the Master and of Mariners, and of all such other losses or misfortunes, which have or shall come to the damage or detriment of the property hereby insured or any part thereof, as Insurers are legally accountable for; warranted nevertheless by the Insured free from any charge, damage, or loss, which may arise from, or in consequence of any illicit or prohibited trade, or trade in articles contraband of war.

And it is further understood and agreed, that unless otherwise expressed in any endorsement, the said Insurance Company shall not be liable for any *partial loss* on Grain of all kinds, Seeds, Peas, Beans, dry Fish, Fruits, whether preserved or otherwise, Hemp, Flax, Peltries, or Tobacco Stems in Casks or Bales, unless *it* amount to twenty per cent. or upwards on the sum hereby insured;—nor for any *partial loss* on Salt, Hides, Skins, Corn Meal, Bread, Coffee or Cocoa stowed in bulk, Hoop—Sheet—or Bar Iron, iron or brass Wire, Tin-plates, all Liquids in Casks or otherwise, Tobacco, medicinal Roots, or Sugar in Bags, unless *it* amount to ten per cent. or upwards on the sum hereby insured;—nor for any *partial loss* on Flaxseed, Coffee or Cocoa in Bags, Sugar in Boxes or Casks, unless *it* amount to seven and a half per cent. or upwards on the sum hereby insured;—nor for any *partial loss* on other goods or on the Vessel, or on Freight, or on Commission, unless *it* amount to five per cent. or upwards on the sum hereby insured. But the Insured shall in all cases recover General Averages.

And in case of any loss or misfortune, by any of the perils insured against, it shall be lawful and necessary to and for the Insured, their factors, servants, and assigns to sue, labour and travel for, in and about the defence, safeguard and recovery of the said Goods, or any part thereof, without prejudice to this insurance, to the charges whereof, the said Insurance Company will contribute, in proportion, as the sum hereby insured is to the whole amount at risk. And the acts of the Insured or Insurers in recovering, saving or preserving the property insured in case of disaster, shall not be considered a waiver or acceptance of abandonment.—And so the said Insurance Company are contented, and do hereby bind the Capital Stock, or other common property of the said Insurance Company, to the Insured, their executors, administrators and assigns, for the true performance of the premises.

And in case of loss, the same will be paid in *ninety days* after proof and adjustment thereof—deducting the amount of premium if then unpaid, and all sums due to the Company from the Insured, when such loss becomes due; provided such loss shall amount to *five per cent.* on the whole sum hereby insured, under which no payment shall be made, except for general average. Provided always, *and it is hereby further agreed,* That if the said Insured shall have made any other insurance upon the premises aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the premises hereby insured; and the said Insurance Company shall return the premium upon so much of the sum by them insured, as they shall be by such prior insurance exonerated from; and that in case of any insurance upon the said premises, subsequent in date to this Policy, the said Insurance Company shall nevertheless, be answerable for the full extent of the sum by them subscribed hereto, without right to claim contribution from such subsequent Insurers, and shall accordingly be entitled to retain the premium by them received in the same manner as if no such subsequent insurance had been made.

In all cases of Return Premium, unless otherwise expressed in any endorsement, one quarter of a per cent. on the sum hereby insured shall be retained by the said Company. And no part of the premium shall be abated or returned on account of any deviation from the Voyage herein insured, or on account of the Voyage having been begun and having terminated before the date of this Policy, nor shall any return of premium be made if loss happens.

In case of Vessels insured on time, the average, if any, shall be settled each passage.

It is hereby also agreed: That the Insured shall not abandon in consequence of the port of destination being blockaded or occluded, but the vessel shall in such a case have liberty to proceed to another neighbouring port not blockaded or occluded.

And in case twelve months should elapse from the time the said vessel leaves her last port, or is last heard of, then she shall be deemed lost, and the said Insurance Company agree to pay the sum hereby insured without further delay.

This Policy may be assigned: Provided, That before any loss happens, notice shall have been given to this Company of such assignment, or, in default thereof, the Company shall be no longer bound. And provided, *further,* That said Company, when so notified, may, at their option, return a rateable proportion of the premium, on all unexpired risks endorsed, and thereupon be exonerated from all further liability thereon.

In witness whereof THE GEORGIA INSURANCE AND TRUST COMPANY, *have caused these presents to be signed by their Agents in the City of Baltimore, this* ~~Twenty-fourth~~ Sixth *day of* December 1837.

John G Pond & Co. Agents.

Maryland Historical Society

The Maryland State Colonization Society Papers

VI. Financial Records
F. Bills