without prejudice to this Insurance touching the adventures and perils which we the assurers are contented to bear and take upon upon us in this voyage, they are of the seas men of war fires enemies pirates Rovers thieves Jettisons Letters of mart & and counter mart, suprisals takings at takings at sea, unlawful arrests restraints and detainments of all kings princes & people of what nation condition & quality soever barratry of the master and mariners and all such other perils losses and misfortunes that have & shall come to the hurt detriment & damage of the goods & merchandize & any part thereof for which assurers are legally accountable and in case of any loss & misfortune it shall be lawfull to and for the assured his factors servants and assigns (and the assured on his part agree and engage by his factors servants & assigns to sue labor and travel for in and about the defence safe guard and recovery of the said goods and merchandise & any part thereof without prejudice to this Insurance to the charges whereof we the assurers will contribute according to the rate and quantity of the sum herein Insured & And it is agreed by us the assurers that this policy of Insurance shall be of as much force and effect, as the surest writing or policy of Insurance heretofore made in the United States of America and so we the assurers are contented and do hereby bind our selves each for his own part, our and each of our heirs and assigns severally, but not jointly to the assured his executors administrators and assigns for the true performance of the premises confessing our selves paid the consideration due unto us for this assurance by the said assured or his assigns after the rate of nine per cent. To amount of nine thousand dollars Cargo warranted to me American property proof of which in case of need to be

required in the United States only, The assured binding himself to do all in his power in case of captures for the defence of the property and that if condemned he will enter an appeal if practable one and one half per cent will be returned for each part not used if no loss happens & And in case of loss the assured is to abate two per cent and such loss to be paid in three months after proof and adjustment thereof (the amount of the note given for premium if unpaid being first deducted) provided such loss shall amount to five per cent under which payment shall be made unless in case of general average and it is mutually agreed that if any dispute shall arise relating to a loss on this policy it shall be referred to two persons one to be chosen by the assured, the other by the assurers which two persons shall have power to adjust the same but in case they cannot agree, then these two persons shall chose a third and any two of them agreeing their determination shall be obligatory on both parties. It is mutually understood & stipulated and agreed by and between the parties to this Policy, that the joint stock and property of the Company as such shall in the first Instance alone be responsible for any loss which may happen on this policy and if the same shall prove inadequate to the payment of such loss, then the members of the Company in their individual capacity shall be liable and do bind themselves for such deficiency and shall pay their respective proportions of such loss in the ratio and according to the shares they severally hold in said Company but not further or otherwise and if any suit shall be brought against this association the same shall be instituted against the president who subscribes this policy or his successor in the office of president and in case of the death resignation or removal of the President against whom such suit shall be brought pending any such action the name of his successor in office shall be substituted without abatement or discontinuance