themselves and were contented to bear on the said voyage the were of the seas men of war fires, enemies, pirates, rovers, thieves, Jettisons letters of mart and counter mart, surprisals at sea, arrest, restraints and detainments of all kings, princes or people of what nation or Condition or quality soever, Barratry of the master and mariners, and all other perils or losses that might or should come to the hurt of all the said goods and merchandizes or any part thereof, and in case of any loss or misfortune it should be lawful to and for the assured his factors, servants or assigns to sue labour and travel for in and about the defence safeguard or recovery of the said goods or merchandizes or any part thereof without prejudice to the said Insurance, to the charges whereof each one of the assurers should contribute according the rate and quality of his sum assured, And it was agreed by the said assurers, that the said writing or policy of Insurance should be of as much force and effect as the surest writing or policy of Insurance therefore made in Lombard Street or else where in London, And so the said assurers were content and did promise and bind themselves each for his own part and his heirs and executors and goods to the assured his executors administrators and assigns for the true performance of the premises confessing themselves paid the consideration due them for the assurance by the said assured or his assigns at and after the rate of seven pounds ten shillings for every hundred pounds so insured, And in case of loss such loss to be paid in three months after proof thereof, And it was agreed, that if any dispute arose relating to a loss on the said policy it should be referred to two indifferent persons one to be chosen by the said assured, the other by the assurer or assurers, who shall have full power to adjust the same, but in case they could not agree then two such persons shall choose a third and any two of them agreeing should be obligatory to both parties And likewise that salt, wheat, Indian corn, malt and dried fish stowed in bulk and tobacco in casks are warranted free from average unless general or they be stranded all goods free from average under five pounds per cent unless general or the schooner be stranded, And further, that the said Insurance was in specie of Gold or Silver only allowing Dollars at seven shillings and six pence each and that should the schooner be foundered or not be heard of within twelve months from the time she leaves Baltimore or Providence, then she should be deemed a loss which the underwriters engaged to pay without any further delay, And the said Felix saith, that after the making the said Policy to wit, the same thirteenth day of June in the year last above mentioned at the county aforesaid the said William Smith had notice and in consideration that he the said Felix then and there agreed with the said William Smith to pay him the said William Smith according to the rate of seven pounds ten shillings for every hundred pounds so insured, Beginning the said adventure from the said thirteenth day of June in the year aforesaid (being the time of loading the said goods) and to perform all and singular the other matters and things contained in the said Policy of Insurance on the part of the assured to be performed for the insurance of the sum of one hundred and twenty pounds current money, to be made by the said William Smith according to the tenor of the said Policy, he the said William Smith then and there agreed to and was content with the said Policy of Insurance, beginning the adventure from the said thirteenth day of June in the year aforesaid (the said Schooner goods and merchandize then being in safety) according to the tenor and good intent of the said policy, and the said

said Smith in consideration of the premises then and there undertook and faithfully promised the said Felix that he the said Smith for his part would well & truly perform all the premises contained in the said policy on the part of the assured to be performed as to the one hundred and twenty pounds, beginning the said adventure from the said thirteenth day of June in the year last mentioned (the said Schooner goods and merchandizes being in good safety) And the said Felix in fact says, that the said Schooner and goods and merchandizes on the day and year aforesaid at the county aforesaid were in good safety, but that the said Schooner goods and merchandizes or any part thereof did not land or arrive in good safety from the said voyage at aforesaid, but afterwards to wit the day of in the year seventeen hundred and eighty in making her voyage towards aforesaid being on the high seas off the same were drowned and destroyed through the perils of the sea and by the violence of the wind and storms to wit at the county aforesaid: Whereupon the said Felix afterwards to wit the day of in the year seventeen hundred and eighty at the county aforesaid gave notice to the said Smith and then and there according to the custom of merchants renounced to the said Smith all his interest in the goods and merchandizes aforesaid and then and there requested him the said Smith to pay to him the said Felix the said one hundred and twenty pounds current money assured by the said Smith to the said Felix, which by reason of the premises and according to the custom of merchants he ought to have paid to the said Felix, And also whereas the said Smith afterwards to wit on the same thirteenth day of June in the year seventeen hundred and eighty three at the county aforesaid was indebted unto the said Felix in one other sum of one hundred and twenty pounds like current money for so much money by him the said Smith before that time had and received to and for the use of the said Felix and being so indebted he the said Smith afterwards to wit the day and year aforesaid at the county aforesaid in consideration thereof upon himself assumed and to the said Felix then and there faithfully promised, that he the said Smith, the aforesaid sum of money to him the said Felix when afterwards he should be thereunto required would well and truly pay and content. Nevertheless the said Smith not in the least regarding his said several promises and assumptions by him in manner and form aforesaid made but minding and intending him the said Felix in this behalf craftily and subtilly to deceive and defraud, did not undergo the loss of said goods and merchandizes drowned and destroyed as aforesaid or any part thereof as to the said one hundred and twenty pounds nor hath yet paid the said one hundred and twenty pounds, but hath hitherto altogether refused and still doth refuse, wherefore he the said Felix saith he is the worse and hath damage to the value of three hundred pounds like money aforesaid and therefore he brings suit

John Doe and
David McMecken Atty. for Plff. Pledges and so forth. { Richard Roe.

And the said William Smith by his attorney afores'd, defends the force and injury when and so forth, and saith, that he did not assume upon himself in such manner and form as the said Felix De Michlazewin above against him hath declared and of this he puts himself upon the country, And the said Felix De Michlazewicz in like manner and so forth. —

Therefore