on board the said Schooner at Baltimore aforesaid, and should continue and endure until the said goods and merchandizes should be safely landed at Baltimore aforesaid. And that it should be lawful for the said Schooner 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 the said Assurers took upon themselves and were contentid to bear on the said voyage they were of the seas men of war, fires, enemies, pirates, rovers, thieves Jettisons, letters of mart and counter mart, surprisals takings at sea, arrest, 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 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 assurd his factors, servants or assigns to use 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 to the rate and quality of his sum assurd and it was agreid 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 assurd 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 insurid. And in case of loss such loss to be paid in three months after proof thereof. And it was agreid, 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 were warranted free from average, unless general or they be standid. All goods free from average under five pounds per cent unless general or the schooner be standid. And farther, 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 founded 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 farther delay. And the said Felix saith, that after the making the said Policy towit the same thirteenth day of June in the year last above mentioned at the county aforesaid the said David Stewart and David Plunkett had notice and in consideration; that he the said Felix then and there agreid with the said David Stewart and David Plunkett to pay them the said David Steward and David Plunkett according to the rate of seven pounds ten shillings for every hundred pounds so insurid. Beginning the said adventure from the said thirteenth day of June in the year aforesaid (being the time of lading the said goods) and to perform all and singular the other matters & things

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contained in the said Policy of Insurance on the part of the assurid to be performid for the Insurance of the sum of one hundrid and twenty pounds currentmoney to be made by the said David Stewart & David Plunkett by the name of Stewart and Plunkett according to the tenor of the said Policy; they the said David Stewart & David Plunkett by the name of Stewart and Plunkett then and there agreid to and were 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 merchandizes, then being in safety) according to the tenor and good intent of the said Policy; and the said Stewart and Plunkett in consideration of the premises then and there undertook and faithfully promisid the said Felix, that they the said Stewart and Plunkett for their part well and truely perform all the premises contained in the said Policy on the part of the assurid to be performid 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 or merchandizes nor any part thereof did not land or arrive in good safety from the said Voyage at aforesaid, but afterwards towit, the day of in the year seventeen hundrid and eighty in making her voyage, towards aforesaid being on the high seas off the same were drownid and distroyed through the perils of the sea, and by the violence of the wind and storms towit at the county aforesaid; whereupon the said Felix, afterwards towit the day of in the year seventeen hundred and eighty at the county aforesaid give notice to the said Steward & Plunkett, and then & there according to the custom of merchants renounced to the said Steward & Plunkett all his interest in the goods and merchandize aforesaid and then and there requested him the said Steward & Plunkett to pay to him the said Felix the said one hundred and twenty pounds currentmoney assurid by the said Steward & Plunkett 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 David Steward & David Plunkett afterwards towit, on the same thirteenth day of June in the year seventeen hundrid and eighty three at the county aforesaid was indebted unto the said Felix in another sum of one hundrid and twenty pounds like currentmoney for so much money by them the said Steward & Plunkett before that time had and received to and for the use of the said Felix, and being so indebted they the said Steward and Plunkett afterwards towit the day and year aforesaid at the county aforesaid in consideration thereof upon himself assumed and to the said Felix then and there faithfully promisid that they the said Steward and Plunkett the aforesaid sum of money to him the said Felix when afterwards they should be thereunto requirid would well and truely pay and content, Nevertheless the said Steward & Plunkett not in the least regarding their said several promises and assumptions by them 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 the said goods & merchandize drowned and destroyed as

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