1842 Ships Spoken on the Voyage in the C Phelps of Stonington

Nov the 8	Pembroke N. London Pate 6 M 200 S 20 W
Jan the 16 1843	Newton New Bedford 18 M 300 S 1500 W
Do 17	North America N. London Disten 5 M 150 bbls W
Feb the 4	Rawena FallRiver Ates 18 M 300 S 2400 W
March the 2	Young Eagle Nantucket Buston 30 M 2500 S
May the 7	Bartholomew Goslonel Falmouth Russel 41 M 1600 S
1843 Do 16	Friendship of Fair Haven Taber 15 M 1100 W
Do 17	Arabella of Sag Harbor Babcock 20 M 500 S 850 W
Do 18	Bingham Mystic Eldrige 9 M 600 W
June 16	William Pen Falmouth Lincoln 20 M 650 S
July 10	Pacific of New Bedford 10½ M 1400 W
Do	Margaret of New Port 22 M 750 S 300 W
Aug the 10	Lexington of Nantucket Weeks 32 M 1350 S 1200 W
Do 21	Charles Drew New Bedford Cary 13 M 240 S 2550 W
Do 24	Factor of Pokipsoia Howland 1900 W
November 1	Milo of New Bedford Gardner 5½ M 18 S
Do 4	Kingston of Nantucket
Do 6	Nantasket New London Smith 9 M 500 W
Do 8	Candace New London Read 13 M 750 W
Do 22	Rambler Nantucket McCleave 4 M 180 S
Do 26	Salemander Havre Thomas 28 M 2300 W
December 2	Calinet Stonington Noyes 7 M 600 W

BY THE PROTECTION INSURANCE COMPANY.

No. 378

THIS POLICY OF INSURANCE WITNESSETH,

THAT THE PROTECTION INSURANCE COMPANY do by these PRESENTS cause Charles P Williams & whom it may Concern to be assured lost or not lost, Ten thousand dollars, upon the new Ship, Charles Phelps & her Outfits, proportionably on each as Valued in the margin, at & from Stonington, on a Whaling Voyage to the South Atlantic Ocean & elsewhere, wherever she may go, & untill her return to Stonington, with liberty to stop at any port or ports for refreshments or informally to ship home oil taken on the Outward passage, at the risk of the assured & to go into port to sell Catchings, paying half p C for each port used & half p C, if the Ship goes into Tablebay Cape Good Hope, one quarter of all Catchings to be considered as outfits, untill they amount to the outfits

whereof is master for this present voyage Palmer Hall or whoever shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called, beginning the adventure upon the said Ship & Outfits as aforesaid, and to continue during the voyage aforesaid, on the vessel until she shall be arrived and moored at anchor twenty-four hours in safety, and on the property until landed.

SUM INSURED. $10.000

And it shall be lawful for the said 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 accidents, without prejudice to this Assurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, Assailing Thieves, Restraints and Detainments of all Kings, Princes, or people, of what nation or quality soever, Barratry of the Master, (unless the assured be owner of the vessel) and of Mariners, and all other losses and misfortunes, which have, or shall come to the damage of the said Ship & Outfits or any part thereof; provided, that the Assurers shall not be liable for any loss on live stock dying on deck, unless drowned, nor for any loss on live stock landed alive; nor for any partial loss on live stock unless the same amount to ten per cent. upon the whole aggregate value of each kind of stock separately; nor for any partial loss on bar and sheet iron, iron wire, tin plates, salt, grain of all kinds, tobacco, fruit of all kinds, cheese, dry fish, vegetables and roots, hempen yarn, cotton bagging, pleasure carriages, household furniture, skins and hides, leather, harness, shoes, musical instruments, looking glasses, and all articles that are perishable in their own nature; nor for any partial loss on hemp, books and paper, or nails, unless the loss amount to twenty per cent. on the whole value thereof; nor for any partial loss on sugar, flax, flaxseed, and bread, unless the loss amount to seven per cent. on the whole aggregate value of such articles; nor for any partial loss on coffee in bags or bulk, and pepper in bags or bulk, unless the loss amount to ten per cent. on the whole aggregate value of such articles; nor for any partial loss on other goods, or on the vessel or freight, unless it amount to five per cent. exclusive, in each case, of all charges and expences incurred for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the assured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Ship & Outfits or any part thereof, without prejudice to this Assurance, to the charges whereof, the said Insurance Company will contribute, in proportion as the sum assured is to the whole sum at risk. And so the said Insurance Company aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company to the assured, their executors, administrators and assigns, for the true performance of the premises, confessing themselves paid, the consideration due unto them for this Assurance, by the assured, at and after the rate of

VESSEL VALUED AT $14.000

Including Premium.

Outfits Valued 16000

Five p C & pro rata for all time the voyage may continue over Thirty months

PREMIUM. $[illegible]

And it is hereby agreed, that if the assured shall have made any other assurance upon the Ship & Outfits 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 assurance may be deficient towards fully covering the property [illegible] whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a rateable part thereof, upon so much of the sum by them assured, or for such part of the voyage as they shall be exonerated from by such prior insurance, excepting half per cent. which shall be retained in all cases of return premium: provided that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any assurance upon the said Ship & Outfits whether it be for the whole or part of the voyage, subsequent in date to this policy, the said Insurance Company shall nevertheless be answerable, to the full extent of the sum by them herein assured, without right to claim contribution from such subsequent assurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent assurance had been made. And in case of loss, the assured is to abate one per centum; and such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the assured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said Insurance Company, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the assured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the assured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised: and that the acts of the Assured or Assurers in recovering, saving, and preserving the property insured in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that the Assurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure or detention, for, or on account of, illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the Assurers. It is also agreed, that the Assured shall not have the right to abandon the vessel for the amount of damage merely, unless the amount which the Assurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of a total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship owners, even although the same should be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

In witness whereof, the Protection Insurance Company have caused these presents to be signed by their President, and attested by their Secretary, at their office in the City of Hartford, and State of Connecticut; but the same shall not be valid, until countersigned by David Coit Esq. of New London Agent of said Protection Insurance Company.

D. W. Clark PRESIDENT.

Wm. Conner, SECRETARY.

Countersigned at New London this day 15 of Aug 1842

David Coit AGENT.