ANNO TRICESIMO QUINTO

Georgii III. Regis.

CAP. LXIII.

An Act for granting to His Majesty certain Stamp Duties on Sea Insurances. [19th *May* 1795.]

Most Gracious Sovereign,

WE, Your Majesty's most dutiful and loyal Subjects, the Commons of *Great Britain*, in Parliament assembled, towards raising the necessary Supplies to defray Your Majesty's Publick Expences, and making such permanent Addition to the Publick Revenue as shall be adequate to the increased Charge occasioned by any Loan to be raised or Stock to be created by virtue of any Act or Acts, for that Purpose, to be passed in this Session of Parliament, have freely and voluntarily resolved to give and grant unto Your Majesty the Duties hereinafter mentioned; and do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That, from and after the Fifth Day of *July* One thousand seven hundred and ninety-five, there shall be raised, levied, collected, and paid, throughout the Kingdom of *Great Britain*, unto and for the Use of His Majesty, His Heirs and Successors, for every Skin or Piece of Vellum or Parchment, or Sheet or Piece of Paper, upon which any Insurance upon any Ship or Ships, Goods or Merchandize, or upon any other Property or Interest whereon Insurances may lawfully be made, shall be ingrossed, printed, or written, the Stamp Duties following upon the

Preamble.

From *July* 5, 1795, certain Stamp Duties to be paid on Insurances.

the Sums insured; (that is to say), Where the Sum to be insured shall amount to One hundred Pounds, a Stamp Duty of Two Shillings and Sixpence, and so progressively for every Sum of One hundred Pounds insured; and where the Sum to be insured shall not amount to One hundred Pounds, a like Stamp Duty of Two Shillings and Sixpence; and where the Sum to be insured shall exceed One hundred Pounds, or any progressive Sums of One hundred Pounds each, by any Fractional Part of One hundred Pounds, a like Stamp Duty of Two Shillings and Sixpence for each Fractional Part of One hundred Pounds: And that, upon all and every Insurances or Insurance, where the Premium, or Consideration in the Nature of a Premium, actually and *bona fide* paid, given, or contracted for, shall not exceed the Rate of Ten Shillings, there shall be paid the following Duties; (that is to say), Where the Sum so to be insured shall amount to One hundred Pounds, a Stamp Duty of One Shilling and Three-pence, and so progressively for every Sum of One hundred Pounds so insured; and where the Sum so to be insured shall not amount to One hundred Pounds, a like Stamp Duty of One Shilling and Three-pence; and where the Sum so to be insured shall exceed One hundred Pounds, or any progressive Sums of One hundred Pounds each, by any Fractional Part of One hundred Pounds, a like Stamp Duty of One Shilling and Three-pence for such Fractional Part of One hundred Pounds; which several Duties shall be payable and paid by the Assured in such Insurances respectively; and the Assured, in every such Insurance, shall be answerable and accountable to His Majesty, His Heirs and Successors, in the Amount of the Duty payable by this Act in respect of the same, and which shall and may, in Default of Payment thereof according to the Regulations of this Act, be charged upon, and levied against, the Assured, his, her, or their respective Executors, Administrators, and Assigns.

Act not to extend to Insurances from Losses by Fire, or on Lives.

II. Provided always, and be it further enacted, That nothing herein contained shall extend, or be construed to extend, to charge with any Stamp Duty by this Act imposed, any Policy of Insurance made and entered into for insuring Houses, Furniture, Goods, Wares, Merchandizes, or other Property, from Loss by Fire, whereon the Duty imposed by an Act, passed in the Twenty-second Year of His present Majesty's Reign, intituled, *An Act for charging a Duty on Persons whose Property shall be insured against Loss by Fire*, shall have been duly paid, nor any Insurance made or entered into for insuring any Events or Contingencies relative to a Life or Lives whereon the Duty imposed by the Laws in force at and immediately before the passing of this Act shall have been duly paid.

Duties to be under the Management of the Commissioners of Stamps.

III. And be it further enacted by the Authority aforesaid, That, for the more effectual levying, collecting, and paying, the said Duties herein-before granted, the same shall be under the Government, Care, and Management, of the Commissioners for the Time being appointed to manage the Duties charged on Stamped Vellum, Parchment, and Paper, who, or the major Part of them, are required and empowered to denote the Payment of the said Duties by this Act imposed, either by using any Stamps in their Possession heretofore provided to be used in relation to any former Duties on Stamped Vellum, Parchment, or Paper, or to provide new Stamps for that Purpose, and to renew or alter the

ſame from Time to Time as they ſhall ſee Occaſion, and to do all Things neceſſary to be done for putting this Act in Execution, with relation to the ſaid Duties hereby granted, in as full and ample a Manner as they, or the major Part of them, are authoriſed to put in Execution any former Law concerning Stamped Veilum, Parchment, or Paper.

Where Premium exceeds not 10*s. per Cent.* on 200*l.* or upwards, Stamps of 2*s.* 6*d. per* 200*l.* may be uſed.

IV. Provided always, and be it further enacted, That, upon all and every ſuch Inſurances or Inſurance, where the Premium, or Conſideration in the Nature of a Premium, actually and *bona fide* paid, given, or contracted for, ſhall not exceed the Rate of Ten Shillings *per Centum* on the Sum inſured, it ſhall be lawful, in all Caſes where the Sum inſured ſhall amount to Two hundred Pounds or upwards, to uſe Stamps of Two Shillings and Sixpence for every Two hundred Pounds of the Sum inſured, inſtead of Stamps of One Shilling and Three-pence for every One hundred Pounds of the like Sums ſo inſured.

Commiſſioners to provide ſtamped Policies, which may be purchaſed,

V. And be it further enacted by the Authority aforeſaid, That the Commiſſioners for the Time being appointed to manage the Duties on Stamped Vellum, Parchment, and Paper, ſhall, out of the Monies ariſing thereby, from Time to Time, provide ſufficient Quantities of Vellum, Parchment, or Paper, adapted for Policies of Inſurance, and ſhall cauſe to be printed thereon reſpectively the ſeveral Forms for Blank Policies of Inſurance hereunto annexed, and the ſame ſo printed to be duly ſtamped, with a proper Stamp or Stamps, as directed by this Act, for the Purpoſe of denoting the Duty to be paid thereon, in order that all His Majeſty's Subjects may buy the ſaid Forms adapted for Policies of Inſurance reſpectively, ſtamped with ſuch Rate of Duty as they ſhall reſpectively require, of the Officers, or Perſons employed by the ſaid Commiſſioners, at the Price of the ſaid Duty marked thereon, without any Charge for ſuch Vellum, Parchment, or Paper, or for printing the ſame; or at their Election may bring to the Head Office of Stamps, any Quantities of their own Vellum, Parchment, or Paper, to be ſtamped as aforeſaid, on Payment of the Duty payable thereon, and the ſaid Officers, or Perſons employed by the ſaid Commiſſioners, ſhall, and they are hereby required to write or mark thereon the Day, Month, and Year, when any ſuch printed Vellum, Parchment, or Paper, ſo ſtamped, ſhall be delivered by them to be uſed as aforeſaid; and if any Officer, or Perſon employed by the ſaid Commiſſioners, ſhall wilfully neglect to do or perform any Matter or Thing herein-before required, he ſhall forfeit and pay the Sum of One hundred Pounds, and ſhall be liable to be diſmiſſed from his ſaid Office: Provided always, that the ſaid Commiſſioners, or Officers as aforeſaid, ſhall not be required to provide, at the Publick Charge, any Vellum or Parchment ſtamped as aforeſaid, where the Sum to be inſured thereon ſhall not amount to Ten thouſand Pounds or upwards.

or Vellum, *&c.* may be brought and ſtamped, on Payment of Duty.

Penalty on Officers for Neglect of Duty.

Policies not to be provided at the Publick Charge for Inſurances under 10,000*l.*

Commiſſioners to appoint Offices in *London* for diſtributing Policies.

VI. And be it further enacted by the Authority aforeſaid, That the ſaid Commiſſioners for managing the Duties on Stamped Vellum, Parchment, and Paper, as ſoon after the paſſing of this Act as conveniently may be, ſhall eſtabliſh One or more Office or Offices within the City of *London*, at ſome convenient Place at or near the *Royal Exchange*, and ſhall appoint a proper Officer or Officers there, to diſtribute Policies of Inſurance printed on Vellum, Parchment, or Paper, according to the

respective Forms hereunto annexed, and stamped according to the Directions of this Act, to any Person or Persons carrying on the Business of Insurance within the said City, on present Payment of the Duty payable in respect thereof, subject to the usual Allowance made on present Payment of the Duties on Stamped Vellum, Parchment, or Paper: Provided always, that it shall be lawful for the Officer or Officers, so to be appointed, with the Consent and Approbation of the said Commissioners for the Time being, or the major Part of them, to open an Account, in Books to be provided by the said Commissioners for that Purpose, with any Person or Persons, Body or Bodies Politick or Corporate, carrying on the Business of such Insurances within the said City, who respectively shall have given, or caused to be given, to the Satisfaction of the said Commissioners, Security, by Bond, to His Majesty, His Heirs and Successors, for the Payment of the Duties at the Times and in the Manner to be prescribed by the said Commissioners as herein-after is mentioned, and from Time to Time to supply such Person or Persons, Body or Bodies Politick or Corporate, with such Vellum, Parchment, or Paper, printed and stamped according to the Directions of this Act, on the Credit of such Person or Persons, Body or Bodies Politick or Corporate, having given, or caused such Security to be given, as aforesaid, in such Quantities as the said Commissioners shall have authorized such Officer or Officers, from Time to Time to supply to them respectively, making the like Allowances, on Payment of the Duties within the Times prescribed by the said Commissioners, as are herein directed to be made on present Payment of the said Duties; and the said Officer or Officers shall progressively number all such Policies of Insurance printed on Vellum, Parchment, or Paper, and stamped as aforesaid, as the same shall severally be issued to and on the Credit of any such Person or Persons, Body or Bodies Politick or Corporate, as aforesaid, beginning such progressive Enumeration on the Commencement of each and every distinct Account opened with any such Person or Persons, Body or Bodies Politick or Corporate, and so successively, on the Close of and Payment of the Sums due on each successive distinct Account, or at such stated Periods in the Year, as the said Commissioners shall in their Discretion direct, and shall, in such Book or Books, set down the Numbers of such Policies, with the Sums payable thereon for the said Duties, to the distinct Credit and Account of the Person or Persons, Body or Bodies Politick or Corporate, applying for the same on the Conditions aforesaid, and also the Date and Time of delivering the same; and if any such Officer or Officers shall knowingly make any false Entry in such Book or Books, in any of the Particulars aforesaid, to the Damage of any such Person or Persons, Body or Bodies Politick or Corporate, every such Officer so offending shall be liable by Action of Debt or on the Case to pay Treble the Value of the Damages and Costs to the Party or Parties aggrieved, and may be dismissed from his Place or Office for such Offence.

Accounts may be opened with Persons giving Bond for Payment of Duties.

Policies issued on Credit to be numbered, and entered.

Penalty for making false Entry.

VII. And be it further enacted by the Authority aforesaid, That all and every Person and Persons, Body or Bodies Politick or Corporate, upon or to whose Credit any Stamped Vellum, Parchment, or Paper, shall be delivered in pursuance of this Act, shall previously give, or cause to be given, Bond to His Majesty, His Heirs and Successors, in such Sum as the said Commissioners may think reasonable, so as the same doth not exceed

Persons to whom Policies are delivered on Credit, to give Bond.

exceed the probable Amount of the Duty payable by ſuch Perſon or Perſons, Body or Bodies Politick or Corporate reſpectively, for any Space of Time, not exceeding Two Calendar Months, nor leſs than Six Weeks, with a Condition, that if ſuch Perſon or Perſons ſhall from Time to Time well and truly make Payment of all ſuch Sum and Sums of Money, which ſhall be due and payable to His Majeſty, His Heirs or Succeſſors, according to the true Intent and Meaning of this Act, ſuch Bond ſhall be void, but otherwiſe to be and remain in full force; and it ſhall be lawful for the ſaid Commiſſioners, or the major Part of them, to fix the Times and Periods of making ſuch Payments, and to ſpecify the ſame in the Condition to every ſuch Bond, and which ſhall not, in any Caſe, be by leſs than Eight Payments in the Year, at equal Intervals as nearly as may be; and every ſuch Bond may be renewed from Time to Time in the Diſcretion of the ſaid Commiſſioners, or the major Part of them, as often as the ſame ſhall be forfeited, or the Party or Parties to the ſame, or any of them, ſhall die, become Bankrupt or Inſolvent, or reſide in Parts beyond the Seas; and every ſuch Bond ſhall, at any Time at the Requeſt of the Obligor or Obligors therein, his, her, or their Executors, Adminiſtrators, or Aſſigns, be delivered up to be cancelled; or otherwiſe, if in the Diſcretion of the ſaid Commiſſioners the ſame ſhall be detained, then the ſame ſhall be put in Suit for ſome Breach thereof before the End of the Second Term after ſuch Requeſt made, or in Default thereof ſhall be void.

Commiſſioners to fix the Times of Payment.

Bonds may be renewed, cancelled, or put in Suit.

VIII. And be it further enacted by the Authority aforeſaid, That it ſhall and may be lawful for all and every Perſon and Perſons, to whom any Stamped Vellum, Parchment, or Paper, ſhall have been delivered in purſuance of this Act, bearing the Date of the Delivery thereof, by the proper Officer, in the Manner herein-before directed, which ſhall be inadvertently and undeſignedly ſpoiled, obliterated, or by any other Means rendered unfit for Uſe for the Purpoſe intended, at any Time within the ſame Calendar Month in which ſuch Stamped Vellum, Parchment, or Paper, ſhall have been delivered, or within Fifteen Office Days after the Expiration of ſuch Calendar Month, ſuch Time to be computed from the Date of the Delivery thereof, and as it ſhall appear thereon to have been made, to bring or ſend ſuch Stamped Vellum, Parchment, or Paper, unto the ſaid Commiſſioners of the Stamp Duties, at their Head Office, to be cancelled on the Terms and Regulations herein-after mentioned; and in caſe no Sum or Sums of Money, nor any Name of any Perſon as an Aſſurer or Underwriter ſhall be ſubſcribed or underwritten thereon, then, upon either Oath or Affirmation made to the Satisfaction of the ſaid Commiſſioners, (which Oath or Affirmation the ſaid Commiſſioners, or any One or more of them, are or is hereby authoriſed to adminiſter); or in caſe it ſhall otherwiſe appear to the Satisfaction of the ſaid Commiſſioners that ſuch Stamped Vellum, Parchment, or Paper, ſo ſpoiled, obliterated, or by any other Means rendered unfit for the Purpoſe intended, hath not been ſubſcribed or underwitten by any Perſon or Perſons, or uſed for any other Purpoſe, or in any other Manner whatſoever, the ſaid Commiſſioners, or their Officers under them, are hereby required to cancel the ſame, and to ſtamp, or cauſe to be ſtamped, for the Uſe of the ſeveral Perſons to whom the ſaid Vellum, Parchment, or Paper, ſo ſpoiled or obliterated, or rendered unfit for Uſe, had been previouſly delivered, any Quantity of other

Damaged Policies, &c. may be cancelled and others delivered on certain Conditions.

Vellum, Parchment, or Paper, fit for the like Uſes, with Stamps, amounting to the like Value, and of the ſame Denomination, or any other Denomination in this Act mentioned, as may be required, and to mark the Date and Time of the Delivery thereof, in the Manner herein-before preſcribed, without demanding or taking, directly or indirectly, for the ſame, any Sum of Money, or other Conſideration whatſoever; or in caſe any Sum or Sums of Money, and the Name or Names of any Perſon or Perſons, as ſuch Aſſurers or Underwriters reſpectively, ſhall have been ſubſcribed or underwritten on any ſuch Stamped Vellum, Parchment, or Paper, which ſhall be brought to the ſaid Commiſſioners, to be cancelled within Ten Office Days after the Date of the Firſt of ſuch Subſcriptions thereon; and in caſe it ſhall appear to the Satisfaction of the ſaid Commiſſioners, that ſuch Sums and Names have been reſpectively ſubſcribed or underwritten on Stamped Vellum, Parchment, or Paper, of a different Denomination or Value than is required by this Act in reſpect of the Sums ſo ſubſcribed; and it ſhall be proved upon Oath or Affirmation, as aforeſaid, that the ſame was occaſioned through Inadvertence or Miſtake, or that the Subſcriptions thereon intended to have been obtained have not, from ſome juſt Cauſe to be alleged, been completed to the Amount of the Sums allowed by this Act to be inſured on ſuch Stamped Vellum, Parchment, or Paper; and if in every ſuch Caſe the Party or Parties bringing ſuch Stamped Vellum, Parchment, or Paper, to be cancelled within the Time laſt mentioned, ſhall produce to the ſaid Commiſſioners another Policy of Inſurance on Vellum, Parchment, or Paper, duly ſtamped, and actually made out for the ſame Intereſt, Riſque, or Adventure, with the Policy ſo brought to be cancelled; then, and in ſuch Caſes, the ſaid Commiſſioners, or their Officers, ſhall have the like Authority as aforeſaid to cancel the Policies ſo brought as aforeſaid, and to exchange the ſame for other Stamped Vellum, Parchment, or Paper, with Stamps of the like Value with the Stamped Vellum, Parchment, or Paper, ſo cancelled, in the Manner herein-before directed.

Policies brought within 10 Office Days after Departure of Veſſels may be cancelled.

IX. Provided always, and be it further enacted by the Authority aforeſaid, That in caſe any ſuch Inſurance ſhall have been made and ſubſcribed as aforeſaid, on any Ship or Ships bound on a Voyage Outwards from any Port or Place in *Great Britain*, or any Part, Share, or Intereſt therein, or ariſing thereout, or on any Goods or Merchandize laden on Board ſuch Ship or Ships, and the Policy whereby ſuch Inſurance ſhall have been made, ſhall be brought to be cancelled within Ten Office Days after the Departure of ſuch Ship or Ships from any ſuch Port or Place in *Great Britain*, it ſhall be lawful for the ſaid Commiſſioners, in ſuch Caſe, to cauſe the ſame to be cancelled in like Manner, and under the like Powers, as if ſuch Policy had been brought to be cancelled within Ten Office Days from the Date of the Firſt Subſcription as before directed; any Thing herein contained to the contrary thereof notwithſtanding.

Where Sums inſured on Homeward Voyages, exceed the Intereſt of the Aſſured, to certain Amounts, the

X. Provided always, and be it further enacted, That in caſe any Inſurance ſhall have been made on any Goods or Merchandize laden on Board any Ship or Ships ſpecifically named in the Policy, on a Voyage Homewards to any Port or Place in *Great Britain*, and the Sum inſured thereby ſhall be found to exceed the Intereſt of the Aſſured on which the Riſque attached on Board ſuch Ship or Ships ſo named in the Policy;

and in caſe the ſeparate Intereſt of any Perſon, or the joint Intereſt of Two or more Perſons aſſured in ſuch Policy, ſhall fall ſhort of the Sum inſured on ſuch Account by the Sum of One thouſand Pounds or upwards, where the Duty payable thereon ſhall be at and after the Rate of One Shilling and Three-pence *per Centum*, or of Five hundred Pounds, or upwards, where the Duty payable thereon ſhall be at and after the Rate of Two Shillings and Sixpence *per Centum*, and upon due Proof on Oath or Affirmation as aforeſaid, to the Satisfaction of the ſaid Commiſſioners, or any One of them, of the Value of the Intereſt of ſuch Party or Parties in the Goods or Merchandize on which the Riſque attached on Board ſuch Ship or Ships, and on Production of the Policy whereby ſuch Inſurance was made, at any Time within One Calendar Month after the landing the Goods from on Board ſuch Ship or Ships in *Great Britain*, and on due Proof being made of the Return of Premium *bona fide* by the ſeveral Underwriters or Inſurers on ſuch Policy; on Account only of ſuch ſhort Intereſt as aforeſaid, and of the Proportion of the Premium ſo returned, it ſhall be lawful for the ſaid Commiſſioners to make an Allowance to the Aſſured of the Stamps on ſuch Policy in reſpect of ſuch Part of the Sums by him or them thereby inſured, as ſhall be found to exceed the Intereſt of the ſaid Aſſured in ſuch Policy, and to deliver other Stamped Paper of the like Value in the Manner herein-before directed with reſpect to Policies brought to be cancelled; provided that ſuch Policy of Inſurance be delivered to the ſaid Commiſſioners, or their Officers, to be cancelled, who are hereby authorized and required to cancel the ſame; and provided that the Intereſt of the Aſſured ſhall not be valued in or by ſuch Policy ſo brought to be cancelled as laſt aforeſaid.

Commiſſioners may make an Allowance of the Stamps on the Exceſs, &c.

XI. And be it further enacted by the Authority aforeſaid, That every Contract or Agreement which ſhall be made or entered into for any Inſurance, in reſpect whereof any Duty is by this Act made payable, ſhall be engroſſed, printed, or written, and ſhall be deemed and called, *A Policy of Inſurance*; and that the Premium, or Conſideration in the Nature of a Premium, paid, given, or contracted for, upon ſuch Inſurance, and the particular Riſque or Adventure inſured againſt, together with the Names of the Subſcribers and Underwriters, and Sums inſured, ſhall be reſpectively expreſſed or ſpecified in or upon ſuch Policy, and in Default thereof every ſuch Inſurance ſhall be null and void to all Intents and Purpoſes whatever.

Every Contract liable to Duty under this Act to be deemed a Policy of Inſurance, and certain Particulars to be expreſſed therein, or the Inſurance to be void.

XII. And be it further enacted by the Authority aforeſaid, That no Policy of Inſurance upon any Ship, or upon any Share or Intereſt therein, ſhall be made for any certain Term longer than Twelve Calendar Months; and every Policy which ſhall be made for any longer Term, ſhall be null and void to all Intents and Purpoſes.

No Policy to be made for more than a Year.

XIII. Provided always, and be it further enacted by the Authority aforeſaid, That nothing in this Act contained ſhall extend, or be conſtrued to extend, to prohibit the making of any Alteration which may lawfully be made in the Terms or Conditions of any Policy of Inſurance, duly ſtamped as aforeſaid, after the ſame ſhall have been underwritten, or to require any additional Stamp Duty by reaſon of ſuch Alteration, ſo that ſuch Alteration be made before Notice of the Determination of the Riſque originally inſured, and the Premium or Conſideration originally paid

Alterations in the Terms of Policies may be made under certain Reſtrictions.

paid or contracted for, ſhall exceed the Rate of Ten Shillings *per Centum* on the Sum inſured, and ſo that the Thing inſured ſhall remain the Property of the ſame Perſon or Perſons, and ſo that ſuch Alteration ſhall not prolong the Term inſured beyond the Period allowed by this Act, and ſo that no additional or further Sum ſhall be inſured by reaſon or means of ſuch Alteration.

No Contract available in Law unleſs properly ſtamped,

XIV. And be it further enacted by the Authority aforeſaid, That no Inſurance made or entered into in *Great Britain*, in reſpect whereof any Duty is by this Act made payable, nor any Contract or Agreement for ſuch Inſurance as aforeſaid, ſhall be pleaded or given in Evidence in any Court, or admitted in any Court, to be good, uſeful, or available, in Law or Equity, unleſs the Vellum, Parchment, or Paper, on which ſuch Inſurance ſhall be ingroſſed, printed, or written, ſhall be ſtamped with a lawful Stamp, to denote the Rate or Duty as by this Act is directed, or to denote ſome higher Rate or Duty in this Act contained; and it ſhall not be lawful for the ſaid Commiſſioners of the ſaid Stamp Duties, or any of their Officers, to ſtamp any Vellum, Parchment, or Paper, with any Stamp directed to be provided or uſed by virtue of this Act, at any Time after any ſuch Inſurance as aforeſaid, or Contract for ſuch Inſurance, ſhall be engroſſed, printed, or written thereon, under any Pretence whatever.

nor any Vellum, &c. to be ſtamped after Contract is printed or written thereon.

Perſons making Inſurance, &c. unleſs the Contract be properly ſtamped,

XV. And be it further enacted by the Authority aforeſaid, That, from and after the ſaid Fifth Day of *July* One thouſand ſeven hundred and ninety-five, all and every Perſon or Perſons who ſhall make or effect, or knowingly procure to be made or effected, any Inſurance whatever, in reſpect whereof any Duty is by this Act made payable, or ſhall give or pay, or agree to give or pay, or render himſelf or herſelf liable to pay, any Sum of Money, Premium, or Conſideration whatever, in the Nature of a Premium, for or upon any ſuch Inſurance as is before mentioned, or ſhall enter into any Contract or Agreement whatever, for any ſuch Inſurance as is before mentioned, unleſs the ſame Inſurance, Contract, and Agreement for Inſurance reſpectively, ſhall be engroſſed, printed, or written, on Vellum, Parchment, or Paper, being firſt duly ſtamped with a proper Stamp or Stamps as herein is directed, or with ſome Stamp or Stamps of higher Denomination or Value than herein is directed, ſhall for every ſuch Offence forfeit and pay the Sum of Five hundred Pounds; and alſo, all and every the Brokers, Agents, Scriveners, or other Perſons negociating or tranſacting any ſuch Inſurance as is herein-before mentioned contrary to the true Intent and Meaning of this Act, or engroſſing, printing, or writing, any Agreement for any ſuch Inſurance as is herein-before mentioned, upon Vellum, Parchment, or Paper, before the ſame Vellum, Parchment, or Paper, whereon the ſame ſhall be engroſſed, printed, or written, be ſo duly ſtamped as aforeſaid, ſhall alſo for every ſuch Offence forfeit the Sum of Five hundred Pounds.

and Brokers, &c. acting contrary to this Act, to forfeit 500*l.*

Brokerage, &c. not a legal Charge unleſs the Inſurance be properly ſtamped, *etc.*

XVI. And be it further enacted by the Authority aforeſaid, That it ſhall not be lawful for any Broker, Agent, Scrivener, or other Perſon, tranſacting, making, or negociating, any ſuch Inſurance as is herein-before mentioned, to charge or ſet againſt his Employer or Employers any Sum of Money for Brokerage or Agency, or for his Pains or Labour in tranſacting, making, or negociating, ſuch Inſurance, or engroſſing, printing, or writing the ſame, or for any Sum of Money expended

pended or paid by Way of Premium, or Conſideration, in the Nature of a Premium, for ſuch Inſurance, unleſs the ſame ſhall be engroſſed, printed, or written, on Vellum, Parchment, or Paper, duly ſtamped according to the Directions of this Act, or upon Vellum, Parchment, or Paper, ſtamped with a Stamp or Stamps of higher Denomination or Value than is by this Act required, and all and every Sum and Sums whatever paid by ſuch Employer or Employers on any ſuch Account to any Broker, Agent, Scrivener, or other Perſon aforeſaid, tranſacting, making, or negociating, any Inſurance contrary to this Act, ſhall be deemed to be paid without Conſideration, and ſhall remain the Property of ſuch Employer or Employers, his, her, or their reſpective Executors, Adminiſtrators, or Aſſigns.

Aſſurers, unleſs Inſurances be properly ſtamped, &c. to forfeit 500 *l.*

XVII. And be it further enacted by the Authority aforeſaid, That if any Perſon ſhall become an Aſſurer upon any ſuch Inſurance as is hereinbefore mentioned, or ſhall ſubſcribe or underwrite any ſuch Inſurance, or ſhall receive or contract for any Premium or Conſideration for any ſuch Inſurance, or ſhall pay or allow in Account, or agree to pay or allow in Account, or otherwiſe, any Sum or Sums of Money upon any Loſs, Peril, or Contingency, relative to any ſuch Inſurance as aforeſaid, unleſs ſuch Inſurance ſhall be engroſſed, printed, or written, on Vellum, Parchment, or Paper, duly ſtamped according to the Directions of this Act, or if any Perſon ſhall be concerned in any fraudulent Contrivance or Device, with Intent to evade the Duties by this Act impoſed, every ſuch Perſon ſhall, for every ſuch Offence, forfeit and pay the Sum of Five hundred Pounds.

The *London Aſſurance* and the *Royal Exchange Aſſurance* not liable to Penalty for making Agreements unſtamped, if Policies be made out and ſtamped, &c.

XVIII. And whereas it is cuſtomary for the Purpoſe of making Inſurances, by the Corporation of the *London Aſſurance* and *The Royal Exchange Aſſurance*, to prepare a Label, Slip, or Memorandum, in Writing, containing the Heads of the Inſurance propoſed to be made, from which Label, Slip, or Memorandum, ſigned by the Perſon making the Inſurance and the proper Officer or Officers of ſuch Corporations, Policies of Inſurance have been afterwards made as obligatory on the Parties; and it would be attended with conſiderable Inconvenience to require Policies of Inſurance duly ſtamped to be in all Caſes immediately made out; be it provided and further enacted, That nothing herein contained ſhall extend to ſubject any of the Members, Officers, or Servants, of ſuch Corporations, to any of the Penalties by this Act impoſed for or by reaſon of their making any Agreement to inſure by any ſuch Label, Slip, or Memorandum, in Writing, upon unſtamped Vellum, Parchment, or Paper, provided that in every ſuch Caſe, the Day on which ſuch Agreement ſhall be made, ſhall be truly expreſſed in Words at Length on ſuch Label, Slip, or Memorandum, and a Policy of Inſurance according to the Agreement expreſſed in ſuch Label, Slip, or Memorandum, ſhall be made out according to One of the Forms in the Schedule to this Act annexed, and duly executed and ſtamped within Three Office Days from the Time of making ſuch Agreement as aforeſaid.

Application of Penalties ſued for in Six Months.

XIX. And be it further enacted by the Authority aforeſaid, That One Moiety of all pecuniary Penalties and Forfeitures hereby impoſed (except where other Proviſions are hereby expreſsly made) ſhall (if ſued for within the Space of Six Calendar Months from the Time of any ſuch Penalty or Forfeiture being incurred) be to His Majeſty, His Heirs and Succeſſors, and the other

other Moiety thereof, with full Coſts of Suit, to the Perſon or Perſons who ſhall inform or ſue for the ſame within the Time aforeſaid, and which ſhall and may be ſued for in His Majeſty's Court of Exchequer at *Weſtminſter*, for Offences committed in *England*, and in His Majeſty's Court of Exchequer at *Edinburgh*, for Offences committed in *Scotland*, by Action of Debt, Bill, Plaint, or Information, wherein no Eſſoin, Privilege, Wager of Law, or more than One Imparlance ſhall be allowed.

How Penalties not ſued for within the limited Time may be recovered and applied.

XX. Provided always, and be it further enacted, That in Default of Proſecution within the Time herein-before limited, no ſuch Penalty or Forfeiture ſhall be afterwards recoverable, except in the Name of His Majeſty's Attorney General in *England*, or Advocate in *Scotland*, by Information in the reſpective Courts aforeſaid, in which caſe the Whole of ſuch Penalty or Forfeiture ſhall belong to His Majeſty, His Heirs and Succeſſors; and that all Penalties and Forfeitures, and Shares of Penalties and Forfeitures, incurred as aforeſaid, belonging to His Majeſty, His Heirs or Succeſſors, ſhall be paid into the Hands of the Receiver General of His Majeſty's Stamp Duties for the Time being; and that in all Caſes where the Whole of ſuch pecuniary Penalties or Forfeitures ſhall be recovered to the Uſe of His Majeſty, His Heirs or Succeſſors, it ſhall be lawful for the ſaid Commiſſioners to cauſe ſuch Reward, as they ſhall think fit, not exceeding One Moiety of ſuch Penalties or Forfeitures ſo recovered, after deducting all Charges and Expences incurred in recovering the ſame, to be paid thereout to or amongſt any Perſon or Perſons who ſhall appear to them to be entitled thereto, either as Diſcoverers or Informers in reſpect to ſuch Penalties or Forfeitures ſo recovered; any Thing herein contained to the contrary notwithſtanding.

Proſecutions for Penalties incurred without Intention of Fraud may be ſtopt.

XXI. And be it further enacted by the Authority aforeſaid, That in caſe any Proſecution ſhall be commenced by any Perſon or Perſons for the Recovery of any Penalty or Forfeiture, Penalties or Forfeitures, incurred by virtue of this Act, it ſhall and may be lawful for His Majeſty's Attorney General in *England*, or Advocate in *Scotland*, in caſe it ſhall appear to their Satisfaction reſpectively that ſuch Penalty or Forfeiture, Penalties or Forfeitures, was or were incurred without any Intention of Fraud, to ſtop all further Proceedings on every ſuch Proſecution, as well with reſpect to the Share of ſuch Penalty or Forfeiture, Penalties or Forfeitures, to which any ſuch Perſon may claim to be entitled, as to the Share thereof belonging to His Majeſty, His Heirs or Succeſſors, upon ſuch Terms nevertheleſs, as to Coſts and otherwiſe, as ſuch Attorney General or Advocate ſhall think reaſonable.

Powers of former Acts relating to Stamps to extend to this Act.

XXII. And be it further enacted by the Authority aforeſaid, That all Powers, Proviſions, Articles, Clauſes, Allowances on preſent Payment of the Duties, and all other Matters and Things preſcribed and appointed by any former Act or Acts of Parliament relating to the Stamp Duties on Vellum, Parchment, and Paper, (and not hereby altered), ſhall (as far as the ſame are applicable) be of full Force and Effect, with relation to the Duties hereby impoſed, and ſhall be applied and put in Execution for the raiſing, levying, collecting, and ſecuring, the ſaid Duties hereby impoſed, according to the true Intent and Meaning of this Act, as fully and effectually, to all Intents and Purpoſes, as if the ſame had ſeverally and reſpectively been hereby re-enacted, with relation to the ſaid Duties hereby impoſed.

XXIII. And be it further enacted by the Authority aforeſaid, That if any Perſon ſhall counterfeit or forge, or procure to be counterfeited or forged, any Stamp or Mark directed or allowed to be uſed, or provided, made, or uſed, in purſuance of this Act for the Purpoſe of denoting any of the Duties by this Act granted, or ſhall counterfeit or reſemble the Impreſſion of the ſame upon any Vellum, Parchment, or Paper, with Intention to defraud His Majeſty, His Heirs or Succeſſors, of any of the ſaid Duties, or ſhall utter, vend, ſell, or expoſe to Sale, any Vellum, Parchment, or Paper, liable to the ſaid Duties, with ſuch counterfeit Mark or Impreſſion thereupon, knowing the ſame to be counterfeited, or ſhall privately or fraudulently uſe any Stamp or Mark directed or allowed to be uſed by this Act, with Intent to defraud His Majeſty, His Heirs or Succeſſors, of any of the ſaid Duties, every Perſon ſo offending, and being thereof lawfully convicted, ſhall be adjudged a Felon, and ſhall ſuffer Death as in Caſes of Felony, without Benefit of Clergy.

Perſons counterfeiting Stamps, &c. to ſuffer Death.

XXIV. And be it further enacted by the Authority aforeſaid, That, from and after the ſaid Fifth Day of *July* One thouſand ſeven hundred and ninety-five, upon all and every Policies and Policy of Inſurance, upon which any Duty is hereby impoſed, and which ſhall be duly ſtamped in purſuance of this Act, all the former Duties on Stamped Vellum, Parchment, or Paper, which, by any Act or Acts of Parliament in force at and immediately before the paſſing of this Act, were, or were deemed, taken, or adjudged, to be payable on or in reſpect of Policies of Inſurance, ſhall ceaſe and determine, and be no longer paid or payable.

From *July* 5, 1795, former Duties to ceaſe.

XXV. And be it further enacted by the Authority aforeſaid, That all the ſaid Duties herein-before granted ſhall be paid, from Time to Time, into the Hands of the Receiver General for the Time being of the Duties on Stamped Vellum, Parchment, and Paper, who ſhall pay the ſame (the neceſſary Charges of raiſing and accounting for the ſame being deducted) into the Receipt of the Exchequer at *Weſtminſter*, at ſuch Time and in ſuch Manner as other Duties on Stamped Vellum, Parchment, and Paper, are directed to be paid; and the ſaid Money ſo paid into the ſaid Receipt as aforeſaid, ſhall be carried to and made Part of the Conſolidated Fund.

Duties to be paid to the Receiver General of Stamp Duties, and by him into the Exchequer.

XXVI. Provided always, and be it further enacted by the Authority aforeſaid, That the Monies ariſing or to ariſe of the ſeveral Rates or Duties hereby granted, or ſo much thereof as ſhall be ſufficient, ſhall be deemed an Addition made to the Revenue for the Purpoſe of defraying the increaſed Charge occaſioned by any Loan made, or Stock to be created, by virtue of any Act or Acts to be paſſed in this Seſſion of Parliament; and that the ſaid Monies ſhall, during the Space of Ten Years next enſuing, be paid into the ſaid Receipt diſtinctly and apart from all other Branches of the Publick Revenues; and that there ſhall be provided and kept in the Office of the Auditor of the ſaid Receipt, during the ſaid Period of Ten Years, a Book or Books in which all the Monies ariſing from the ſaid Rates and Duties, and paid into the ſaid Receipt, ſhall, together with the Monies ariſing from any other Rates and Duties, granted in this Seſſion of Parliament for the Purpoſe of defraying ſuch increaſed Charge as aforeſaid, be entered ſeparate and apart from all other Monies paid or payable to His Majeſty, His Heirs and Succeſſors, on any Account whatever.

Duties to be deemed an Addition to the Revenue for defraying the increaſed Charge occaſioned by any Loan of this Seſſion, &c.

SCHEDULE

To which this Act refers.

£. 500. S.
Delivered the Day of

IN the Name of God, *Amen.* as well in own Name, as for and in the Name and Names of all and every other Perſons to whom the ſame doth, may, or ſhall, appertain, in Part or in all, doth make Aſſurance, and cauſe and them, and every of them, to be inſured, loſt or not loſt, at and from upon the Body, Tackle, Apparel, Ordnance, Munition, Artillery, Boat, or other Furniture, of and in the good Ship or Veſſel called *The* whereof is Maſter, under God, for this preſent Voyage, or whoſoever elſe ſhall go for Maſter in the ſaid Ship, or by whatſoever other Name or Names the ſame Ship, or the Maſter thereof, is or ſhall be named or called: Beginning the Adventure upon the ſaid Ship, *etc.* from and immediately following and ſo ſhall continue and endure until the ſaid Ship, with her ſaid Tackle, Apparel, *etc.* ſhall be arrived at and there hath moored at Anchor Twenty-four Hours in good Safety: And it ſhall be lawful for the ſaid Ship in this Voyage to proceed and ſail to and touch and ſtay at any Ports or Places whatſoever without Prejudice to this Inſurance; the ſaid Ship, *etc.* for ſo much as concerns the Aſſureds, is and ſhall be valued at Touching the Adventures and Perils which we the Aſſurers are contented to bear and do take upon us in this Voyage, they are, of the Seas, Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettiſons, Letters of Mart and Countermart, Surprizals, Takings at Sea, Arreſts, Reſtraints, and Detainments of all Kings, Princes, and People, of what Nation, Condition, or Quality ſoever, Barretry of the Maſter and Mariners, and of all other Perils, Loſſes, and Misfortunes, that have or ſhall come to the Hurt, Detriment, or Damage, of the ſaid Ship, *etc.* or any Part thereof: And in caſe of any Loſs or Misfortune, it ſhall be lawful to the Aſſureds, their Factors, Servants, and Aſſigns, to ſue, labour, and travel, for, in, and about, the Defence, Safeguard, and Recovery, of the ſaid Ship, *etc.* or any Part thereof, without Prejudice to this Inſurance, to the Charges whereof we the Aſſurers will contribute each One according to the Rate and Quantity of his Sum herein aſſured: And it is further agreed by us the Inſurers, that this Writing or Policy of Aſſurance ſhall be of as much Force and Effect as the ſureſt Writing or Policy of Aſſurance heretofore made in *Lombard Street*, or in the *Royal Exchange*, or elſewhere in *London*: And

ſo we the Aſſurers are contented, and do hereby promiſe and bind ourſelves, each One for his own Part, our Heirs, Executors, and Goods, to the Aſſureds, their Executors, Adminiſtrators, and Aſſigns, for the true Performance of the Premiſes, confeſſing ourſelves paid the Conſideration due unto us for this Aſſurance by the Aſſured at and after the Rate of

In Witneſs whereof we the Aſſurers have ſubſcribed our Names and Sums aſſured in *London*.

N. B. The Ship and Freight warranted free from Average under Three Pounds *per Cent.* unleſs general, or the Ship be ſtranded.

£. 1,000. G.
Delivered the Day of

IN the Name of God, *Amen*. as well in own Name, as for and in the Name and Names of all and every other Perſon or Perſons to whom the ſame doth, may, or ſhall, appertain, in Part or in all, doth make Aſſurance, and cauſe and them, and every of them, to be inſured, loſt or not loſt, at and from upon any Kind of Goods and Merchandizes whatſoever, loaden or to be loaden aboard the good Ship or Veſſel called *The* whereof is Maſter, under God, for this preſent Voyage, or whoſoever elſe ſhall go for Maſter in the ſaid Ship, or by whatſoever other Name or Names the ſame Ship, or the Maſter thereof, is or ſhall be named or called: Beginning the Adventure upon the ſaid Goods and Merchandizes from and immediately following the loading thereof aboard the ſaid Ship and ſo ſhall continue and endure until the ſaid Ship, with the ſaid Goods and Merchandizes whatſoever, ſhall be arrived at and the ſame there ſafely landed: And it ſhall be lawful for the ſaid Ship, in this Voyage, to ſtop and ſtay at any Ports or Places whatſoever without Prejudice to this Inſurance; the ſaid Goods and Merchandizes, by Agreement, are and ſhall be valued at Touching the Adventures and Perils which we the Aſſurers are contented to bear, and do take upon us in this Voyage, they are, of the Seas, Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettiſons, Letters of Mart and Countermart, Surprizals, Takings at Sea, Arreſts, Reſtraints, and Detainments of all Kings, Princes, and People, of what Nation, Condition, or Quality ſoever, Barretry of the Maſter and Mariners, and of all other Perils, Loſſes, and Misfortunes, that have or ſhall come to the Hurt, Detriment, or Damage, of the ſaid Goods and Merchandizes, or any Part thereof: And in caſe of any Loſs or Misfortune it ſhall be lawful to the Aſſureds, their Factors, Servants, and Aſſigns, to ſue, labour, and travel, for, in, and about, the Defence, Safeguard, and Recovery, of the ſaid Goods and Merchandizes, or any Part thereof, without Prejudice to this Inſurance, to the Charges whereof we the Aſſurers will contribute each One according to the Rate and Quantity of his Sum herein aſſured: And it is agreed by us the Inſurers, that this Writing or Policy of Aſſurance ſhall be of as much Force and Effect as the ſureſt Writing or Policy of Aſſurance heretofore made in *Lombard Street*, or in the *Royal Exchange*, or elſewhere in *London*: And ſo we the Aſſurers are contented,

contented, and do hereby promiſe and bind ourſelves, each One for his own Part, our Heirs, Executors, and Goods, to the Aſſureds, their Executors, Adminiſtrators, and Aſſigns, for the true Performance of the Premiſes, confeſſing ourſelves paid the Conſideration due unto us for this Aſſurance by the Aſſured at and after the Rate of

In Witneſs whereof we the Aſſurers have ſubſcribed our Names and Sums aſſured in *London*.

"*N. B.* Corn, Fiſh, Salt, Fruit, Flour, and Seed, are warranted free from Average, unleſs general, or the Ship be ſtranded;—Sugar, Tobacco, Hemp, Flax, Hides, and Skins, are warranted free from Average under Five Pounds *per Cent.*; and all other Goods free from Average under Three Pounds *per Cent.* unleſs general, or the Ship be ſtranded.

£. 10,000. S. G. Delivered the Day of

IN the Name of God, *Amen*.

as well in own Name as for and in the Name and Names of all and every other Perſon or Perſons to whom the ſame doth, may, or ſhall, appertain, in Part or in all, doth make Aſſurance, and cauſe and them, and every of them, to be inſured, loſt or not loſt, at and from upon any Kind of Goods and Merchandizes, and alſo upon the Body, Tackle, Apparel, Ordnance, Munition, Artillery, Boat, and other Furniture, of and in the good Ship or Veſſel called *The* whereof is Maſter, under God, for this preſent Voyage or whoſoever elſe ſhall go for Maſter in the ſaid Ship, or by whatſoever other Name or Names the ſame Ship, or the Maſter thereof, is or ſhall be named or called: Beginning the Adventure upon the ſaid Goods and Merchandizes from the loading thereof aboard the ſaid Ship upon the ſaid Ship, *etc.* and ſo ſhall continue and endure during her Abode there, upon the ſaid Ship, *etc.*: And further, until the ſaid Ship, with all her Ordnance, Tackle, Apparel, *etc.* and Goods and Merchandizes whatſoever, ſhall be arrived at upon the ſaid Ship, *etc.* until ſhe hath moored at Anchor Twenty-four Hours in good Safety, and upon the Goods and Merchandizes until the ſame be there diſcharged and ſafely landed: And it ſhall be lawful for the ſaid Ship, *etc.* in this Voyage, to proceed and ſail to and touch and ſtay at any Ports or Places whatſoever without Prejudice to this Inſurance; the ſaid Ship, *etc.* Goods and Merchandizes, *etc.* for ſo much as concerns the Aſſureds, by Agreement between the Aſſureds and Aſſurers, in this Policy, are and ſhall be valued at Touching the Adventures and Perils which we the Aſſurers are contented to bear and do take upon us in this Voyage, they are, of the Seas, Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettiſons, Letters of Mart and Countermart, Surprizals, Takings at Sea, Arreſts, Reſtraints, and Detainments of all Kings, Princes, and People, of what Nation, Condition, or Quality ſoever, Barretry of the Maſter and Mariners, and of all other Perils, Loſſes, and Misfortunes, that have

have or ſhall come to the Hurt, Detriment, or Damage, of the ſaid Goods and Merchandizes, and Ship, *etc.* or any Part thereof; and in caſe of any Loſs or Misfortune it ſhall be lawful to the Aſſureds, their Factors, Servants, and Aſſigns, to ſue, labour, and travel, for, in, and about, the Defence, Safeguard, and Recovery, of the ſaid Goods and Merchandizes, and Ship, *etc.* or any Part thereof, without Prejudice to this Inſurance, to the Charges whereof we the Aſſurers will contribute each One according to the Rate and Quantity of his Sum herein aſſured: And it is agreed by us the Inſurers that this Writing or Policy of Aſſurance ſhall be of as much Force and Effect as the ſureſt Writing or Policy of Aſſurance heretofore made in *Lombard Street*, or in the *Royal Exchange*, or elſewhere in *London*: And ſo we the Aſſurers are contented, and do hereby promiſe and bind ourſelves, each One for his own Part, our Heirs, Executors, and Goods, to the Aſſureds, their Executors, Adminiſtrators, and Aſſigns, for the true Performance of the Premiſes, confeſſing ourſelves paid the Conſideration due unto us for this Aſſurance by the Aſſured at and after the Rate of

In Witneſs whereof we the Aſſurers have ſubſcribed our Names and Sums aſſured in *London*.

N. B. Corn, Fiſh, Salt, Fruit, Flour, and Seed, are warranted free from Average, unleſs general, or the Ship be ſtranded;—Sugar, Tobacco, Hemp, Flax, Hides, and Skins, are warranted free from Average under Five Pounds *per Cent.*; and all other Goods, alſo the Ship and Freight, are warranted free of Average under Three Pounds *per Cent.* unleſs general, or the Ship be ſtranded.

SHIP AND GOODS.

London Aſſurance Houſe.

N° N° in *London*.

By the Governor and Company of the *London* Aſſurance.

IN the Name of God, *Amen*.
as well in own Name as for and in the Name and Names of all and every other Perſon or Perſons to whom the ſame doth, may, or ſhall, appertain, in Part or in all, doth make Aſſurance, and cauſeth and them, and every of them, to be aſſured, loſt or not loſt, at and from upon any Kind of Goods and Merchandizes whatſoever; and alſo upon the Body, Tackle, Apparel, Ordnance, Munition, Artillery, Boat, and other Furniture, of and in the good Ship or Veſſel called *The* whereof is Maſter (under God) for this preſent Voyage
or whoever elſe ſhall go for Maſter in the ſaid Ship or Veſſel, or by whatſoever other Name or Names the ſaid Ship or Veſſel, or the Maſter thereof, is or ſhall be named or called: Beginning the Adventure upon the ſaid Goods and Merchandizes from and immediately following the loading thereof aboard the ſaid Ship or Veſſel at and upon the ſaid Ship or Veſſel, *etc.* and ſo ſhall continue

tinue and endure during her Abode there, upon the ſaid Ship or Veſſel, *etc.*; and farther, until the ſaid Ship or Veſſel, with all her Ordnance, Tackle, Apparel, *etc.* and Goods and Merchandizes whatſoever, ſhall be arrived at and upon the ſaid Ship or Veſſel, *etc.* until ſhe hath moored at Anchor Twenty-four Hours in good Safety, and upon the Goods and Merchandizes, until the ſame be there ſafely diſcharged and landed: And it ſhall be lawful for the ſaid Ship or Veſſel, *etc.* in this Voyage, to proceed and ſail to, and touch and ſtay at, any Ports or Places whatſoever without Prejudice to this Aſſurance, the ſaid Ship or Veſſel, *etc.* Goods and Merchandizes, *etc.* for ſo much as concerns the Aſſureds, (by Agreement between the Aſſureds and the *London* Aſſurance), are and ſhall be rated and valued at without farther or other Account to be given by the Aſſureds for the ſame. Touching the Adventures and Perils, which the ſaid *London* Aſſurance are contented to bear and do take upon them in this Voyage, they are, of the Seas, Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettiſons, Letters of Mart and Countermart, Surprizals, Takings at Sea, Arreſts, Reſtraints, and Detainments of all Kings, Princes, and People, of what Nation, Condition, or Quality ſoever, Barretry of the Maſter and Mariners, and of all other Perils, Loſſes, and Misfortunes, that have or ſhall come to the Hurt, Detriment, or Damage, of the ſaid Goods and Merchandizes, and Ship or Veſſel, *etc.* or any Part thereof: And in caſe of any Loſs or Misfortune it ſhall be lawful to the Aſſureds, their Factors, Servants, and Aſſigns, to ſue, labour, and travel, for, in, and about, the Defence, Safeguard, and Recovery, of the ſaid Goods, Merchandizes, and Ship or Veſſel, *etc.* or any Part thereof, without Prejudice to this Aſſurance, to the Charges whereof the ſaid *London* Aſſurance will contribute according to the Rate and Quantity of the Sum herein aſſured: And it is agreed that this Writing or Policy of Aſſurance ſhall be of as much Force and Effect as the ſureſt Writing or Policy of Aſſurance heretofore made in *Lombard Street*, or in the *Royal Exchange*, or elſewhere in *London*: And ſo the ſaid *London* Aſſurance are contented, and do hereby promiſe and bind themſelves and their Succeſſors to the Aſſureds, 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 *per Cent.* In Witneſs whereof the ſaid *London* Aſſurance have cauſed their Common Seal to be hereunto affixed, and the Sum or Sums by them aſſured to be hereunder written, at their Office in *London*, this Day of in the Year of the Reign of Our Sovereign Lord by the Grace of God, of *Great Britain*, *France*, and *Ireland*, King, Defender of the Faith, *etc.* and in the Year of our Lord

Free from all Average on Corn, Flour, Fruit, Fiſh, Salt, and Seeds, except general.

Free from Average on Sugar, Rum, Hides, Skins, Hemp, Flax, and Tobacco, under Five Pounds *per Cent.*; and on all other Goods, and Ship, under Three Pounds *per Cent.* except general.

The ſaid Governor and Company are content with this Aſſurance for

S. G. N° S. G. N° L

By the Corporation of the *Royal Exchange* Aſſurance.

IN the Name of God, *Amen.* as well in own Name as for and in the Name and Names of all and every other Perſon or Perſons to whom the ſame doth, may, or ſhall, appertain, in Part or in all, doth make Aſſurance, and cauſeth and them, and every of them, to be aſſured, loſt or not loſt, upon any Kind of Goods and Merchandizes whatſoever, loaden or to be loaden, and alſo upon the Body, Tackle, Apparel, Ordnance, Munition, Artillery, Boat, and other Furniture, of and in the good Ship or Veſſel called *The* Burthen, or thereabouts, whereof is Maſter (under God) for this preſent Voyage or whoſoever elſe ſhall go for Maſter in the ſaid Ship, or by whatſoever other Name or Names the ſame Ship or the Maſter thereof is or ſhall be named or called: Beginning the Adventure upon the ſaid Goods and Merchandizes from and immediately following the loading thereof on Board the ſaid Ship and upon the ſaid Ship, *etc.* and ſo ſhall continue and endure during her Abode there upon the ſaid Ship, *etc.* and further until the ſaid Ship, with all her Ordnance, Tackle, Apparel, *etc.* and Goods and Merchandizes whatſoever, ſhall be arrived at upon the ſaid Ship, *etc.* until ſhe hath there moored at Anchor Twenty-four Hours in good Safety, and upon the Goods and Merchandizes, until the ſame be there diſcharged and ſafely landed: And it ſhall be lawful for the ſaid Ship, *etc.* in this Voyage, to proceed and ſail to, and touch and ſtay at, any Ports or Places whatſoever, without Prejudice to this Aſſurance, the ſaid Ship, *etc.* Goods and Merchandizes, *etc.* for ſo much as concerns the Aſſureds, (by Agreement made between the Aſſureds and the ſaid Corporation in this Policy), are and ſhall be rated and valued at Sterling, without farther Account to be given by the Aſſureds for the ſame. Touching the Adventures and Perils which the ſaid Corporation are contented to bear and do take upon them in this Voyage, they are, of the Seas, Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettiſons, Letters of Mart and Countermart, Surprizals, Takings at Sea, Arreſts, Reſtraints, and Detainments of all Kings, Princes, and People, of what Nation, Condition, or Quality ſoever, Barretry of the Maſter and Mariners, and of all other Perils, Loſſes, and Misfortunes, that have or ſhall come to the Hurt, Detriment, or Damage, of the ſaid Goods and Merchandizes, and Ship, *etc.* or any Part thereof: And in caſe of any Loſs or Misfortune it ſhall be lawful to the Aſſureds, their Factors, Servants, and Aſſigns, to ſue, labour, and travel, for, in, and about, the Defence, Safeguard, and Recovery, of the ſaid Goods and Merchandizes, and Ship, *etc.* (or any Part thereof), without Prejudice to this Aſſurance, to the Charges whereof the ſaid Corporation will contribute according to the Rate and Quantity of the Sum herein aſſured: And it is agreed by the ſaid Corporation that this Writing or Policy of Aſſurance ſhall be of as much Force and Effect as the ſureſt Writing or Policy of Aſſurance heretofore made in

Lombard Street, or in the *Royal Exchange*, or elſewhere in *London*: And ſo the ſaid Corporation are contented, and do hereby promiſe and bind themſelves and their Succeſſors to the Aſſureds, their Executors, Adminiſtrators, and Aſſigns, for the true Performance of the Premiſes, confeſſing themſelves paid the Conſideration due unto them for this Aſſurance by & at and after the Rate of *per Cent.* In Witneſs whereof the ſaid Corporation have cauſed their Common Seal to be hereunto affixed, and the Sum or Sums by them aſſured to be hereunder written, at their Office in the *Royal Exchange* of *London* this Day of in the Year of the Reign of Our Sovereign Lord by the Grace of God, of *Great Britain*, *France*, and *Ireland* King, Defender of the Faith, *etc.* and in the Year of our Lord

The ſaid Corporation are content with this Aſſurance for

Free from all Average on Corn, Flour, Fiſh, Salt, Fruit, Seed, Hides, and Tobacco, unleſs general, or otherwiſe ſpecially agreed.
Free from Average on Sugar, Rum, Skins, Hemp, and Flax, under Five *per Cent.*; and on all other Goods, and on Ship, under Three *per Cent.* except general.

By Order of the Court of Directors.

5 FINIS.