

No. 20962

£ 1000



By the CORPORATION of the ROYAL EXCHANGE ASSURANCE.

In the Name of God Amen. Messrs Willis Tabor & Co Ltd

as well in their 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 themselves and them and every of them to be assured lost or not lost at and from & during the space of 12 calendar months from Noon 5th December 1905 to Noon 5th December 1906 New York Canal In port & at sea as per clause attached.

Being on Hull, Tackle, Apparel & Furniture valued @ £ 6185 Machinery, Boilers and everything connected therewith. £ 30,000.

In case of claims for average a deduction of one third new for old to be made whether the average be particular or general Subject to the conditions of the full running down clause & other printed clauses as attached.

Including Risk of Craft to and from the Ship. Warranted free of Capture, Seizure, and Detention, and the consequences thereof, or any attempt thereat, piracy excepted, and also from all consequences of wars, civil commotions, hostilities, or warlike operations, whether before or after declaration of war as attached

upon any kind of Goods and Merchandises whatsoever laden or to be laden. And also upon the Body Tackle Apparel Ordnance Munition Artillery Bords and other Furniture of

W. F. & Co. LTD.

Attached to Policy per America for £ 1000 dated 12/12/05

This policy is agreed to cover the Vessel hereby insured as employment may offer, in Port and at Sea, in Docks and Graving Docks, and on Wharves, Gridirons, and Pontoons, at all times in all places, and on all occasions, services, and trades whatsoever and wheresoever, under steam or sail; in leave to sail with or without Pilots, to tow and to be towed, and to assist Vessels and/or craft in all situations and to any extent, to render salvage services, and to go on trial trips. With liberty to discharge, exchange and to take on board, Goods, Specie, Passengers, and Stores, wherever these be, all at or proceed to without being deemed a deviation, and with liberty to carry Goods, live Cattle, &c., on deck or otherwise, but warranted free from any claims in respect of jettison of Cattle or Goods carried on deck. With leave to dock, undock, and change docks as often as may be required, and to go on Slipway, Gridiron, and/or Pontoon and/or to adjust compasses.

And it is expressly declared and agreed that no acts of the Insurer or Insured, in recovering, saving, or preserving the property Insured shall be considered as a WAIVER or acceptance of abandonment.

This insurance also specially to cover (subject to the following Particular Average Clause) loss of and/or damage to hull or machinery through the negligence of master, mariners, engineers, or pilots, or through explosions, however and wheresoever occurring, bursting of boilers, breakage of shafts or through any LATENT DEFECT in the machinery or hull, provided such loss or damage has not resulted from want of due diligence by the owners of the Vessel, or any of them, or by the manager.

PARTICULAR AVERAGE PAYABLE ON the whole, if amounting to three per cent. or the Vessel be BURNT, ON FIRE, OR THROUGH COLLISION WITH ANOTHER SHIP OR VESSEL.

In the event of this policy beginning or ending while the vessel is in course of a voyage, underwriters agree to pay their proportion of loss or damage sustained while the policy is in force, provided no loss or damage sustained on the entire voyage would have been recoverable if the policy had covered such voyage in its entirety.

In the event of total loss or constructive total loss, no claim to be made by the Underwriters for freight, whether notice of abandonment has been given or not.

General Average and Salvage charges as per foreign custom, payable by the insured, and/or per York-Antwerp Rules, if required; and in the event of Salvage, towage or other assistance being rendered to the Vessel hereby insured, by any Vessel belonging in part or in whole to the same owners, it is hereby agreed that the value of such services (without regard to the common ownership of the Vessels) shall be ascertained by Arbitration in the manner hereinafter provided for under "Collision Clause," and the amount so awarded, so far as applicable to the interest hereby insured shall constitute a charge under this policy.

Warranted free from Capture, Seizure, and Detention, and the consequences of any attempt thereat, and all other consequences of hostilities (Enemy and Barratry excepted).

The above clauses and conditions are additional to those contained in the annexed policy and so far as they are inconsistent therewith are to supersede the same.

Held covered in the event of any breach of warranty, or deviation from the conditions of this policy, at an equitable premium to be arranged, notice to be given on receipt of advices.

To RETURN 10% net per cent. for every 30 days the Vessel may be in Port or in Dock, during such period the Vessel being at the risk of the Underwriters; and 1/5% net per cent. for every 30 days of unexpired time, if this Insurance be cancelled, and arrival.

The insured value to be taken as the repaired value in ascertaining whether the Vessel is a Constructive Total Loss.

It is also agreed that any changes of interest in the steamer hereby insured shall not affect the validity of this policy.

COLLISION CLAUSE.

And it is further agreed that if the Ship hereby insured shall come into collision with any other Ship or Vessel, and the assured shall in consequence thereof become liable to pay and shall pay by way of damages to any other person or persons any sum or sums not exceeding in respect of any one such collision the value of the ship hereby insured, we the assured will pay the assured such proportion of the value of the ship hereby insured as our respective shares here to bear to the value of the ship hereby insured, and in writing, of the majority of the underwriters, with the consent of the machinery (in amount), we will also pay a like proportion of the costs thereof incurred or paid; but when both Vessels are to be repaired, then, unless the liability of the owners of one or both such Vessels is limited by law, claims under the Collision Clause shall be settled on the principle of cross LIABILITIES as if the Owners of each Vessel had been compelled to pay to the owners of the other of such Vessels such proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the assured in consequence of such collision.

And it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property, in part or in whole, of the same owners, all questions of responsibility and amount of liability as between the two Ships being left to the decision of a single Arbitrator, if the owners can agree upon a single Arbitrator, or failing such agreement, if the Vessel of one of the parties is insured, one to be appointed by the managing owners of both vessels, and one to be appointed by the managing owners of the other, both to be appointed by the majority in amount of owners of both vessels, and the terms of the Arbitration Act of 1889 shall apply to the Arbitration, and the decision as the case may be of the single Arbitrator, or of two Arbitrators, or of the Umpire appointed as above, to be final and binding.

It is always that this clause shall in no case extend to any sum which is not actually payable, or shall pay for removal of obstructions from the way, or for injury to harbours, wharves, piers, stages, and similar structures, or for loss of life or personal injury.

for this present Voyage and Ship or by whatsoever shall be named or called as from and immediately

shall continue and endure until the said Ship with all her cargo and Merchandises until she hath there moored at any Ports or Places whatsoever and Merchandises &c. for the Assureds and the said Sterling without

upon them in this voyage, they are of full power to make all such contracts and Surprisals Takings at Sea Arrests or Barratry of the Master and Mariners and to pay the said Goods and Merchandises and to assign their Factors Servants and Assigns Merchandises and Ship &c. (or any part thereof) according to the rate and quantity of the same in recovering saving or preserving the said Corporation that this Writing or Policy heretofore made in Lombard Street or elsewhere hereby promise and bind themselves and their Successors and assigns at and after the Rate of

their Successors to the Assureds their Executors Administrators and Assigns to pay the Consideration due unto them for this Assurance by the Assureds.

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 Twelfth day of December in the Year of our Lord One Thousand Nine Hundred & Five

The said Corporation are content with this Assurance for

One Thousand Pounds

Free from all Average on Corn Flour Fish Salt Fruit and Seed unless General or the Ship be stranded. Free from Average on Sugar Rum Hides Skins Hemp Flax Rice and Tobacco under Five per Cent. and on all other Goods the Ship and Freight under Three per Cent. unless General or the Ship be stranded sunk or burnt.

By order of the Court of Directors,

[Signature]

Secretary.



Should the vessel at the expiration of this policy be at sea, or in distress, or at a port of refuge, or of call, the Underwriters, provided previous notice be given to the Underwriters, be held covered as a pro rata monthly premium, to her port of destination.