

NATIONAL ARCHIVES OF IRELAND

NAI/PLIC/1

Archives are subject to copyright and should not be copied or reproduced without the written permission of the Director of the National Archives

Lawrence & Son

REPORTED ON BY COMMITTEE

-500T. 1916

Assessors Report. 5th Septr., 1916.

Claim No. 4 6 9-A Name of Claimant William Mervyn Lawrence (Trading as Lawrence & Son, Toy Merchants &c &c)

Situation of Property

25/27 Sir John Rogersons Quay, Dublin.

			A. 特別的 1. 基本的特別			
Description	Claim	Insurance (if any)	Commissioners Valuation of Buildings	Assessors Valuation of full Damage	Loss Payable on basis of Insurance	Excess of Loss over and above amount payable under the Policies
Flags & Burting	14:12:6	See Note		14:12:6		•••••
Totals, £	14:12: 6		•••••	14:12:6	•••••	•••••
The Goods	were loote	d from th	e Stores od	cupied by	the Brit	ish &

The Goods were looted from the Stores occupied by the British & Irish Steam Packet Company Ltd, 25/27 Sir John Rogersons Quay, Dublin.

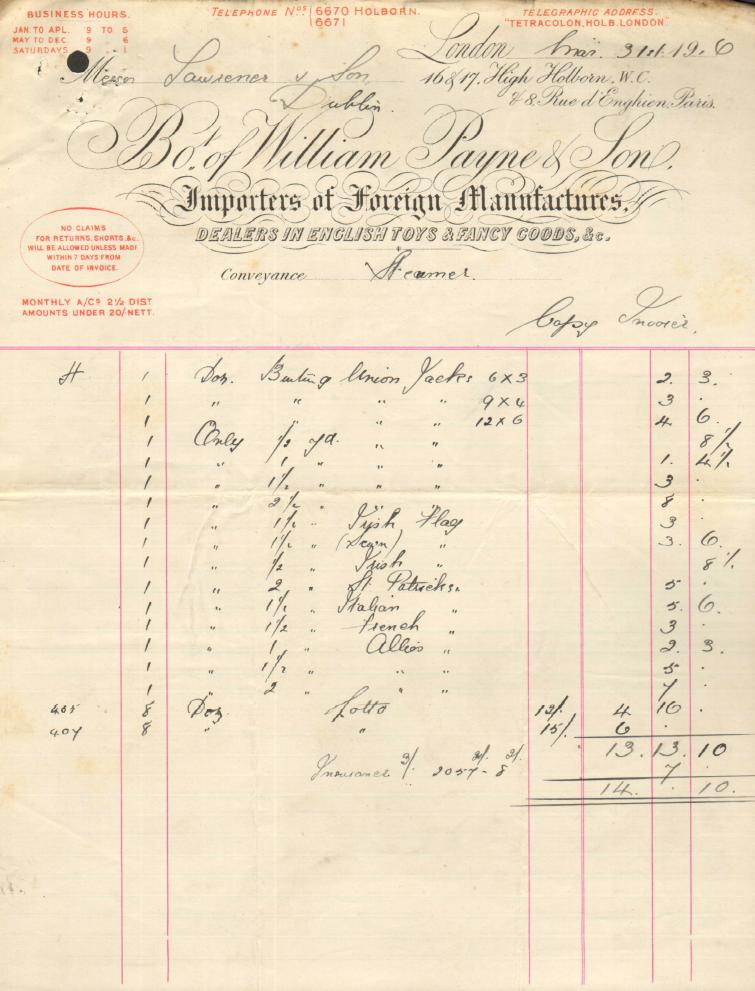
Interests in the buildings.

The Goods were insured against War Risks by the Senders, who debited Claimant with the Premium. We enclose copy of the Policy, which would not appear to cover the Goods while in the Stores. So far as we can ascertain there was no other insurance.

Award of Committee: Contents

Buildings

do.



GHT QUOTATIONS ARE GIVEN AND GOODS AND PASSENGERS CARRIED SUBJECT TO CONDITIONS SPECIFIED ON THE COMPANY'S SAILING BILLS.

FAST PASSENGER-& CARGO SERVICE

DUBLIN & LONDON.

FALMOUTH, PLYMOUTH, SOUTHAMPTON, PORTSMOUTH AND COWES.

LONDON, PORTSMOUTH, COWES, SOUTHAMPTON, PLYMOUTH & FALMOUTH.

> PLEASE REFER TO SM.

ESTABLISHED 1836.



TELEGRAPHIC ADDRESS; LADYSHIPS, DUBLIN. TELEPHONE Nº 3092 (3 LINES).

BRITISH AND IRISH STEAM PACKET CO. LTD.

25-27, SIR JOHN ROGERSON'S QUAY, DUBLIN.

31st May, 1916.

Messrs. Lawrence & Son,

19, Grafton Street,

Dublin.

Dear Sirs,

We are in receipt of your favour of yesterday, and regret that your previous enquiry of 18th inst., was, unfortunately, over-It is, however, a fact that 2 cases Toys received looked. from Messrs. J. Payne & Son, London, were both looted from our Stores during the recent rebellion, and this we would now thank you to kindly note.

Yours truly,

BRITISH & IRISH

ALL O

FAST PASSENGER & CARGO SERVICE

DUBLIN & LONDON.

FALMOUTH, PLYMOUTH, SOUTHAMPTON, PORTSMOUTH AND COWES.

LONDON, PORTSMOUTH, COWES, SOUTHAMPTON, PLYMOUTH & FALMOUTH.

PLEASE REFER TO

SM . 97141

ESTABLISHED 1836.



TELEPHONE NOS 3092 (3 LINES).

BRITISH AND IRISH STEAM PACKET CO. LTD.

25-27, SIR JOHN ROGERSON'S QUAY, DUBLIN.

20th July, 1916.

Messrs. Lawrence & Son,

19, Grafton Street,

Dublin.

Dear Sirs,

we beg to enclose herewith our account for freight etc., on goods received to your order from London, and which were looted from our store during the recent rebellion, as advised in our letter of 31st May.

We shall be glad to receive a remittance of this amount, by return.

Yours truly,

BRITISH & IRIGH

Winnord LID.

Port or Ports, place or places, whether in the

SUB-MANAGER

The steamers employed in the service are at liberty to enter any Port or Ports, place or places, whether in the ordinary route or not, once or oftener, for the purpose of obtaining bunkers; and the entering of such Port or Ports, place or places, shall not be considered a deviation.

(10)

DUBLIN AND LONDON STEAMERS.

Calling at FALMOUTH, PLYMOUTH, SOUTHAMPTON, and PORTSMOUTH.

27 SIR JOHN ROGERSON'S QUAY,

	M essrs. Lawrence & Sons							DUBLIN, 18th April,									191_6		
	To 1	Dublin BRIT	IISM.		S	TI		IW	P	AC	K	E	7	CO]	Lt	d.	Ar.	
	For	Freight and Charges and Live Stock are carri	per Steame	r					on the	e unde	erme	entic	med (Goods f	rom I	LON	DON.		
1-1	Reference	SENDERS		GOODS		WEI	3HT		RATE	FRE	IGH.	r		D OUT ARGES	INSUE	RANCE	TO	TAL	
88	178	W.Payne & Son	2 0/s.	Toys.		3	3	10	60/-		11	8						11	
										å							t m		

BRITISH AND IRISH STEAM PACKET COMPANY, LIMITED.

CONDITIONS OF CARRIAGE.—Unless otherwise provided by a receipt or agreement in writing the Company undertake the shipment, conveyance, and delivery of Goods, Live Stock, &c., only on the following conditions, and in tendering goods for shipment, shippers expressly agree to accept and be bound by all such conditions:—

1. The Company reserve to themselves the right of shipping, transhipping, and forwarding Goods, Live Stock, &c., by their own Steamers, or any Steamers they may hire or charter for the Service, and at such times as they shall judge lient, and such Steamers without being accountable for any delay, loss, or injury caused thereby to any Goods or Live Stock on board have leave to proceed, deviate to and load, discharge and stay at intermediate or other Ports in any

or rotation backward and/or forwards to navigate with or without Pilots, to carry Goods on Deck, to tow and assist Vessels, and to deviate for this purpose and for the purpose of saving Life or Property.

2. The Company has power without incurring any liability for any delay, loss or damage resulting therefrom, to ship Goods or Live Stock either on Deck or elsewhere, and to tranship the same for any purpose into (including on deck of) any other-Vessels, Barges or Boats, and shall not be liable for any damage or loss that may occur to same during shipment, transit or cartage for shipment, while on beard ship, whether on Deck or in the Hold, or during landing or discharge; nor any other-vessels, Barges or Boats, and shall not be liable for any damage or loss that may occur to same during shipment, transit or cartage for shipment, while on beard ship, whether on Deck or on Railways or by other carriers.

for any lesses by delay should the Steamer from any cause not sail according to any advertisement, or put back or be retarded by any cause whatever, nor for delays, loss or damage of any kind by or on Railways or by other carriers.

2. The Company shall not be liable for any loss, injury or delay occasioned by the Act of God, the King's Enemies, Pirates, Restraints of Princes, Rulers and People. War, Riots or Civil Commotions, Strikes, Lock-Outs, Labour Disturbances or stoppages of Labour from whatever cause, and whether on any Ship, at any Dock or elsewhere, Jettison of Goods, whether on Deck or in Hold, Barratry, Capture, Seizure or strength of Packages, wear and tear of Packages, inaccuracies, indistinctness, llegibility, destruction or obliteration of marks, numbers, brands, or addresses, or description or against the resulting from small, evaporation, leakage, taint, or contact with other Goods; damage, loss, or delay caused by Frost, Snow, Lightning, Rain, Flood, Storms, Tempersts, Leakage, Brand, in Hulk, Craft, Shed or Store, on Pier, Wharf, or on Shore, Spontanceus Compustion; Robbery, Pilferage, Theft, whether on Board or not, or by the Crew or Owner's servants, or any other person or persons whatsoever; nor for any accident, loss or damage whatsoever arising from any defect, latent or otherwise, in said Steamer, her Machinery, Ballasting, Equipments, Tackle

head, sweak, wasted, w

Paintings, Prints, Pictures, Engravings, Clocks, Watches, Statuary, Silk (raw or manufacture), Lace, Furs, or for any other articles over the value of £10, nor will they be responsible for breakage of Furniture, Carriages, or other Vehicles, Earthenware, China, Glass, Marble, Musical Instruments, Cast Iron, or other fragile Goods; such Goods will be carried only at Owner's sole risk, and the Company will not undertake the shipment or conveyance of such Goods on any other terms.

5. The Company will not be answerable for delay in delivery of Goods, Live Stock, &c., at, or conveying to the custom or the Company will not be accountable for the forwarding of Goods, Live Stock, &c., beyond the Port at which they are delivered from the Steamer: nor will they undertake the delivery of same otherwise than according to the custom or

practice of the Port of destination, except where they undertake, on payment of extra charges for such additional services, to land and deliver goods at the address of the persons to whom they are consigned at the landing Port, or, if consigned beyond such Port, to deliver them to Railway or other Carriers to be forwarded to final destination, all liability of the Company to cease on delivery to such Railway or other Carrier. The landing, lighterage and storage of Goods, Live Stock,

7. The Company will not be responsible for any damage arising from any cause (not covered by the exceptions herein contained) to Goods, Live Stock, &c., if such damage be not pointed out to the Company before or on delivery, by the party to whom they are delivered, whether Consignee, Lighterman, Wharfinger, Railway Company, or Carrier, as the case may be.

8. Carages, Lemons, and all Green Fruit, Plants, Trees, and Shrubs, Matches, Acids, Yeast, and all Explosive or Combustible Materials, also Carboys containing any substance; likewise Carriages, Motor Cars, Vans, or Cycles, Horses, and Live Stock in General, are taken either on Deck or in Hold at option of the Company, as may be found most convenient, with or without written instructions to the contrary from the Shipper are also at Shipper's sole risk. Freight on Live Stock must be prepaid, and Freight on other Goods payable at Port of Shipment is to be considered earned on shipment and shall be paid ship lost or not lost.

9. The Company will not be responsible for any risk to Goods, Live Stock, &c., which is coverable by Insurance, such as at present made at Lloyd's or with Insurance Companies in London or elsewhere, but will, if requested, cover by Policy of Insurance, and become responsible for all such risks as may be specially stipulated for, the value of the Goods, &c., with their description being declared in writing; and the required extra Freight being paid previous to Shipment and a

special receipt issued for said extra Freight and signed by the Company's Agent certifying that such risk is undertaken by them.

10. The Company are to be at liberty to ship all Goods in the order in which they arrive alongside without reference to the period at which they were booked, and to carry some of the Goods, although they cannot carry all, in the same Steamer, and are not bound to carry any of the said Goods on any particular day, or by any particular Steamer. They shall in no case be liable for loss of markets or sales, and are not and shall not be held to be Common Carriers, and it is

Steamer, and are not bound to carry any of this said Goods undertaked all risks whatever.

11. The Company are not liable for any loss of or damage to Goods booked through, or addressed by Railways or by Steamers of other parties, or otherwise beyond the Ports between which the Company's Steamers ply while such Goods are not in the custody of the Company: nor are they liable for any delay in the transmission of, nor for loss of, or damage, to Goods during Transit by or Cartage for Shipment between any Railway Station or any other Steamer or other place

are not in the custody of the Company: nor are they liable for any delay in the transmission of, nor for loss of, or damage, to Goods during Transit by or Cartage for Shipment between any Railway Station or any other Steamer or other place or Terminus, and the Quay or Wharf, or vice versa, or during or after delivery on the Quay or Wharf, or delivered to the Railway Company or discharged into Hulk or Craft, at the Ports between which said Steamers ply, the Company receiving the charges in respect of the extra transit as Agents only.

12. The Company are not accountable for weight, quantity, marks, or inward condition of any package.

13. The Company do not undertake to send notice of the arrival of the Goods to Consignee, nor will they be accountable for the delivery or forwarding of the same a cept as aforesaid, or responsible in any way for Goods discharged from their Steamers on Quays, Wharfs, or into Craft.

14. Goods consigned to order when landed, and Warehoused for any reason whatever, are entirely at the risk and expense of the Parties to whom they belong.

15. The Company and its Agents shall have a lien and right of Sale by Public Auction on all Goods shipped or received by them for shipment for the Freight, and all charges due in respect thereof, whether payable in advance or not, and also for all money in anywise due or to become due to them under the provisions of these conditions although the same may not then be ascertained, and also in respect of any previously unsatisfied Freight, inland, or forwarding charges, Primage, Porterage, Demurrage, Fines, Costs, and other charges or amounts due from the Shippers or Consignees to the Company or their Agents, and also for all costs and expenses, if any, of exercising such lien, and to deduct from the proceeds of any Sale the costs of and incidental thereto, or to the exercise of any such lien as aforesaid. Freights and Charges on all Goods are due on landing unless payable in advance, or at the Port of Shipment.

16. The Shipowner will not be responsible for charges forwarded on Goods, &c., if lost at sea, or refused by Consignee.

10. The simpowher will not be responsible for charges forwarded on doors, act, it has at said, or located by consignor.

18. The Company further give notice that they are not liable for loss of or injury to passengers or their luggage arising from any one or more of the causes above noted or referred to, all of which are specially declared to apply to all cases of loss of or injury to Life or Luggage, and all other loss or injury of any kind whatsaever including detention personal to passengers.

19. No Agent or Servant of the Company has authority to dispense with any of these Conditions, and all Passengers' Tickets and Bills of Lading and other Receipts for Goods signed by any Agent or Servant of the Company shall be subject to these Conditions whether or not the same be repeated therein.

20. All lighterage, whether before or after shipment by Steamer, to be entirely at Shippens' or Consignees' risk, the Company are not responsible for the seaworthiness of any Lighter or Lighters.

21. In case of Average, same to be settled in accordance with York/Antwerp Rules, 1890.
22. Freight to be considered earned on shipment and to be payable, ship lost or not lost.

All Sailings are subject to cancellation, suspension or deviation without notice during period of War or the result thereof.

BRITISH AND TRISH STEAM PACKET COMPANY, LIMITED, 27 SIR JOHN ROGERSON'S QUAY, DUBLIN, 1st February, 1916.

An

And at Falmouth, Plymouth, Southampton, Portsmouth, and London. Agents at Cowes, Crouchers, Ltd.

469A

Property Losses (Ireland) Committee, 1916.

51 ST. STEPHEN'S GREEN, EAST, DUBLIN.

CHANGE AND TO THE SECOND SECON

Claim for Damages caused during the Disturbances on the 24th April, 1916, and following days.

William Mervyn Sawrence Trading as Lawrence Sonnow residin	g
at 19 Grafton Street (Offices) in the City of Dublin	
	-
do hereby solemnly and sincerely declare that on or about the 25 day of april	- - -
1916, damage was done to the undermentioned Property, namely: -* 2 cases of	** State situation of
The British & Srish Steam Packet Stores, 25-27 Sir John Rogerson	damaged. Dul
and such damage was occasioned to the best of my belief by **	** Here state
J. Cale	cause of damage.
And I further declare that the Property and Articles specified on the other side were so destroyed or damaged; that the Cost Price of same was as shown in each case that at the time of the destruction or damage they were respectively of the Values	;
specified under the head "Value of Property at time of Destruction or Damage"	
and that, in consequence of such destruction or damage, claim is hereby made for the	
sums specified under the head "Amount Claimed"; that the Claim is made by ast Owner : and that no person is interested in	t Insert "Owner,"
portor to more than the portor of the portor	"Lessee," or "Mortgagee," as the case
the said property except; myself	may be. ‡ Insert
	"myself," or "ourselves," and the nomes of Mortgagors,
and that it is not insured by me or any other person, § except as follows, namely:— Insured for me by W. Payne Son, 16 High Holborn London & Insurance	Mortgagees, Lessors, Lessees, or
Fremiern charged on Invoice Company, Policy No. , Amount £	following if the property is
,, ,, £,	not insured.
,, £,, ,, £,	
And I make this solemn Declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act, 1835.	
Made and subscribed the werky several to	
William & Laly 1916, at 8 New St. Dublin in the said City, County,	morel an
before me, a Justice of the Peace for the said	
City	
Signature of Claimant \ Claimant \	an
OI Claimants \	

Note—This Claim is to be furnished in duplicate, and should be accompanied by the Policies of Fire Insurance and the last receipt, in each case, or certified copies of same. When completed it is to be forwarded to the Secretary of the Committee, 51 St. Stephen's Green, East, Dublin.

PARTICULARS OF THE CLAIM.

(TO BE GIVEN IN DETAIL.)

DESCRIPTION OF PROPERTY DESTROYED	Cost Price.			Value of Property at time of Destruction or Damage.			Value o	age.	Amount Claimed.					
OR DAMAGED.	£	8.		£	8	d.	€	8.	d.	£ s. d.				
2 bases Toys Souted at											.			
British & Trish Steam Packet Stores, 25-27 Sir John Rogerson's	14	-	Ю											
Stores, 25-27 Sir John Rogerson's Quay, Dublin senders Mesers W. Payner Sons, London				1	. 4	eme	ho	no		14	12	6		
Freight charged on same	/	11	8	4										
A	OK	/	/											
							*							
		t												
Carried forward,														
Carried forward,														

PARTICULARS OF THE CLAIM. (continued).

(TO BE GIVEN IN DETAIL.)

DESCRIPTION OF PROPERTY DESTROYED OR DAMAGED.		Cost Price.			Value of Property at time of Destruction or Damage.			Value of Salvage.				med.
		8.	d.	£	8	d.	£	3.	d.	£	8.	d.
Brought forward,						7						
Insured for full												
Insured for full amount.												
											1	
								1				
				4-36								
			-								1	
										+		
							4.4					
Carried forward,												

Che Pacific Marine Insurance Company

Vancouver, British Columbia.

Ship's Name

From U.K. Ports to U.K. Ports

£ 3000

No. 45727

ROSENBERG, LOEWE & CO. SUCCES, L

AGENTS FOR MANCHESTER: SIMPSON, STEWART & ESPLEN, LIMITED.

The first of the control of the cont

The contract and the second second and a contract the second seco

THE

PACIFIC MARINE INSURANCE COMPANY

BOARD OF DIRECTORS.

W. C. NICHOL.
W. H. ARMSTRONG.
JOHN HENDRY.
WM. M. CALHOUN.

VANCOUVER, BRITISH COLUMBIA

(INCORPORATED 1906).

Head Office:

ROGERS BUILDINGS, VANCOUVER, B.C.

Underwriting Agents for Manchester: SIMPSON, STEWART & ESPLEN, Ltd. (H. D. Petter, Manager), 70, Spring Gardens, Manchester. DARD OF DIRECTORS

E. W. MacLean.
H. N. Galer.
Fred. L. Beecher.
L. H. Wright.
W. L. Germaine.

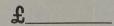
120. 45727

£ 3000

Whereas it hath been proposed to THE PACIFIC MARINE INSURANCE COMPANY

by Henry Forbes & Co. .

Premium



as well in the in own name as for and in the name and names of all and every other person or persons to whom the subject matter of this Policy does may or shall appertain in part or in all to make with the said Company the Insurance bereinsfer mentioned and described on the said of the control of the said of the said

Row this Policy of Insurance witnesseth that in consideration of the premises and the promise to pay to the said Company the sum of

as a premium at and after the rate of

per cent. for such Insurance the said Company do promise and agree with the Insured their Executors Administrators and Assigns to pay and make good all usuch Losses and Damages hereinafter expressed as may happen to the subject matter of this Policy and may attach to this Policy in respect to the sum of

Three thousand

Pounds hereby insured which Insurance is hereby declared to be upon Toys to be hereafter declared and valued.

to be deemed a separate Insurance.

To follow and succeed policy No. 45401.

o follow and succeed policy No. 45401. Limit \$400 per bottom

Against War risks only.

the Ship or Vessel called the Steamer

whereof is at present Master or whoever shall go for Master in the said Ship or

Vessel (lost or not lost) at and from

U.K. Ports to U.K. Ports.

Warranted free from any claim arising from Capture Seizure or Detention by the British Government or their Alies-

This Policy covers only the risks excluded by the following clause, viz.,

"Warranted free of capture, seizure, arrest, restraint, or detainment, and the consequences thereof, or of any attempt thereat (piracy excepted), and also from all consequences of hostilities or warlike operations whether before or after declaration of war,"

but this Policy is warranted free of any claim arising from capture, seizure, arrest, restraint, or detainment, except by the enemies of Great Britain or by the enemies of the country to which the assured or the ship belongs.

r Insured in recovering saving or preserving the property insured shall be considered

e aforesaid shall commence upon the said Freight Goods and Merchandise from the time or Vessel Craft or Boat as above and until the said Goods and Merchandise he discharged Ship or Vessel in the Voyage so insured as aforesaid to proceed and sail to and touch and or Places en route for any purpose whatever and in any rotation without prejudice to this Company are contented to bear and do take upon themselves in the voyage so insured as err. Thieves Jettions Letters of Mart and Counter-Mart Surprisals Takings at Sea Arrests

Restraints and Detainments of all Kings Princes and People of what nation condition or quality soever barrary 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 aforesaid subject matter of this insurance or any part thereof including all risks incidental to Steam Navigation especially those arising from accidents to Boilers and Machinery. Hild in case of any Loss or Misfortune it shall be lawful to the Insured their Factors Servants and assigns to Sue Labour and Travel for in and about the Defence Safeguard and Recovery of the aforesaid subject matter of this Insurance the Charges whereof the said Company will bear in proportion to the sum hereby insured. Hild it is declared and agreed that Corn, Fish, Salt, Saltpetre, Fruit, Flour, Rice, Seeds, and Molaszes shall be and are warranted free from average unless general or the Ship be stranded and that Sugar. Tobacco, Hemp. Flay, Shim, and Hides shalls, and Hiwas shall come and are warranted free from average under Prive Pounds per centum and that all other Goods and also Ship and Preight shall be and are warranted free from average under Three Pounds per centum unless general or the Ship be stranded sank to Purt.

And the said Company do hereby declare and agree that in case of any dispute concerning this Policy or its liability thereunder the same shall be decided according to English Law and the Superior Courts of Law or Equity in England shall have jurisdiction over such dispute as folly as if the said Company was duly according to English Court against the said Company given or served to or upon the undersigned Siansons, Strawart & Espatus, Ltn., shall be deemed to be good and sufficient notice to and service upon the said Company to any such process shatever and such Agent as doresaid is unthorized to cause an appearance to be entered on behalf of the said Company to any such process a sforesaid and all necessary proceedings thereon to be conducted on their behalf and it is further declared and agreed that any judgment decision order or decree of any of the said Courts respecting such dispute shall be final and conclusive against the said Company in all parts of the world and be of as much force and effect in Vancouver, British Columbia, as any judgment decision order or decree of any Court or Tribunal having invisibilities in the slages.

In wilness whereof the Signature of the authorized Agents of the said Company is hereunto appended. MANCHESTER...MANCHESTE

For and on behalf of The Pacific Marine Insurance Company,

Entered

SIMPSON, STEWART & ESPLEN, Ltd.,

Manager
their Agents.

PACIFIC MARINE INSURANCE COMPANY

W. C. NICHOL. W. H. ARMSTRONG. JOHN HENDRY. WM. M. CALHOUN.

VANCOUVER, BRITISH COLUMBIA

(INCORPORATED 1906).

Head Office:

ROGERS BUILDINGS, VANCOUVER, B.C.

Underwriting Agents for Manchester: SIMPSON, STEWART & ESPLEN, Ltd. (H. D. Petter, Manager). 70, Spring Gardens, Manchester.

BOARD OF DIRECTORS.

E. W. MACLEAN. H. N. GALER. FRED. L. BEECHER. L. H. WRIGHT. W. L. GERMAINE.

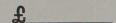
120, 45727

3000

Whereas it hath been proposed to THE PACIFIC MARINE INSURANCE COMPANY

by Herry Forbes & Co.,

Premium



own name as for and in the name and names of all and every other person or persons to whom the subject matter of this Policy does may or shall appertain in part or in all to make with the said Company the Insurance hereinafter mentioned and described.

Now this Policy of Insurance witnesseth that in consideration of the premises and the promise to pay

as a premium at and after the rate of

per cent, for such Insurance the said Company do promise and agree with the Insured their Executors Administrators and Assigns to pay and make good all such Losses and Damages hereinafter expressed as may happen to the subject matter of this Policy and may attach to this Policy in respect to the sum of

Three thousand

Pounds hereby insured which Insurance is hereby declared to be upon

Toys to be hereafter declared and valued.

To follow and succeed policy No. 45401. Limit 2400 per bottom

Against War risks only.

the Ship or Vessel called the Steamer

is at present Master or whoever shall go for Master in the said Ship or

Vessel (lost or not lost) at and from

U.K. Ports to U.K. Ports.

Warranted free from any claim arising from Capture Seizure or Detention British Government or their Alies-

Including all risk of craft to and from the Ship. Each craft and lighter to be deemed a separate Insurance.

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

And it is expressly declared and agreed that he acts of the insured or insured in recovering atoms or preserving the property insured and to considered as a waiver or coefficient from Capture Science and Admition and all consequences of the conse and safely landed as above. And that it shall be lawful for the said Ship or Vessel in the Voyage so insured as aforesaid to proceed and sail to and touch and aforesaid they are of the Seas Men-of-War Fire Enemies Pirates Rovers Thieves Jettison Letters of Mart and Counter-Mart Surprisals Takings at Sea Arrests Restraints and Detainments of all Kings Princes and People of what nation condition or quality soever barratry 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 aforesaid subject matter of this insurance or any part thereof including all risks incidental to Steam Navigation especially those arising from accidents to Boilers and Machinery. And in case of any Loss or Misfortune it shall be lawful to the Insured their Factors Servants and assigns to Sue Labour and Travel for in and about the Defence Safeguard and Recovery of the aforesaid subject matter of this Insurance or any part thereof without prejudice to this Insurance the Charges whereof the said Company will bear in proportion to the sum hereby insured. And it is declared and agreed that Corn, Fish, Salt, Saltpetre, Fruit, Flour, Ricc, Seeds, and Molasses shall be and are warranted free from average unless general or the Ship be stranded and that Sugar, Tobacco, Hemp, Flax, Skins, and Hides shall be and are warranted free from average under Five Pounds per centum and that all other Goods and also Ship and Freight shall be and are warranted free from average under Three Pounds per centum

unless general or the Ship be stranded sunk or burnt. And the said Company do hereby declare and agree that in case of any dispute concerning this Policy or its liability thereunder the same shall be decided according to English Law and the Superior Courts of Law or Equity in England shall have jurisdiction over such dispute as fully as if the said Company was duly incorporated and established in England and that with reference to any such dispute any notice to the said Company and any process of or from any such Court against the said Company given or served to or upon the undersigned SIMPSON, STEWART & ESPLEN, LTD., shall be deemed to be good and sufficient notice to and service upon the said Company to all intents and purposes whatever and such Agent as aforesaid is authorized to cause an appearance to be entered on behalf of the said Company to any such process as aforesaid and all necessary proceedings thereon to be conducted on their behalf and it is further declared and agreed that any judgment decision order or decree of any of the said Courts respecting such dispute shall be final and conclusive against the said Company in all parts of the world and be of as much force and effect in Vancouver, British Columbia, as any judgment decision order or decree of any Court or Tribunal having

In witness whereof the Signature of the authorized Agents of the said Company is hereunto appended. MANCHESTER, MA

For and on behalf of The Pacific Marine Insurance Company, SIMPSON, STEWART & ESPLEN, Ltdg

Latteston Manager. their Agents.