



AND Conception Bay Journal.

HEARTS RESOLVED AND HANDS PREPARED, THE BLESSINGS THEY ENJOY TO GUARD.—SMOILET.

VOL. V.

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RULES

OF THE
Mutual Marine Insurance Club
OF
Conception Bay,
Adopted at a Meeting of the
Ship-Owners held at the Commercial Room, Harbor Grace,
February 19, 1840.

I.—This Club shall consist of all Owners or the Legal Representatives of the Owners of Registered Decked Vessels employed in the Trade and Fisheries, residing within the limits of CONCEPTION BAY, in the Island of Newfoundland, as shall subscribe and conform to the Rules hereinafter laid down, for the purpose of communicating and receiving reciprocally the benefit of a MUTUAL INSURANCE.

II.—For the management of the business of the Club, the following Officers shall be appointed *viz.*—A Committee of Eleven Members who shall represent the whole Club individually. A Treasurer and Secretary, and Four Surveyors

III.—The Duty of the Committee is to decide by a majority of their body, all losses which may arise in the Scheme of Insurance, they shall govern themselves in their decisions by these Rules, and such decisions shall be final. No Member of the Committee shall vote in a case wherein he is a claimant for a loss. The services of the Committee are to be gratuitous.

IV.—The Secretary and Treasurer under the direction of the Committee shall transact the general business of the Club, convening and attending Meetings, collecting Monies, settling Losses, &c. He shall also furnish each Underwriter and Master of every Vessel admitted, with a Printed copy of these Rules, and if required by a Member he shall furnish a list shewing the Names and Valuation of each and every Vessel admitted into the Club, as well as requisite Stationary for the Committee, and also Sell any Wreck belonging to the Club, for which Commission $2\frac{1}{2}\%$ cent shall be allowed on such Sale, and for the due performance of his duty as also for all Monies paid into his hands belonging to this Club he shall give good and sufficient security to the Committee in behalf of the Society, and as a remuneration he shall receive *Fifteen Shillings* from the Owner or Owners of each Vessel admitted into this Club.

V.—The duty of the Surveyors is, when required, to examine any Vessel proposed for admission, and see that she is well found in Anchors, Cables, and Sails, supplied with a spare Rudder, (with lower and transom Pintles affixed thereto,) and every other requisite, and particularly to ascertain that the Hull is tight, staunch, strong, and in all respects fitted to encounter the dangers and difficulties of the proposed voyage. It shall also be incumbent on them to see that the Gunpowder in each Vessel is stowed away in a safe and proper place, previous to the Vessels sailing. They shall be satisfied that the Master is competent to take charge of the said Vessel, and having in every respect satisfied themselves that no impediment exists against her being received, they shall examine her Register, copy the heads thereof into the Record Book, with her valuation, previous to the Secretary's delivery of each Certificate to the Owner or Broker, which Certificate shall state the sum the Vessel is Valued in, and shall be as valid as any Policy at Lloyd's.—Every Vessel shall be inspected by at least Two Surveyors, no Person shall sur-

vey a Vessel in which he is interested.—And no Vessel to be admitted into this Club after the Tenth day of August. For the due performance of the duties, the Surveyors are to receive from the Owners *Ten Shillings* for each Vessel surveyed and admitted into this Club. Vessels entered in the Spring must be surveyed before they proceed on the Seal Fishery or other Voyage, and again before proceeding on any other Voyage or Voyages within the limits prescribed by these Rules.

VI.—No Vessel in this Bay at the opening of this Club will be admitted for the Seal Fishery, unless the Rules of the Club are signed by the Owner, for such Vessel on or before the *First day of March*, and any Loss that may happen after that date shall be paid for by the Underwriters of the Club, agreeably to the valuation that may be made by the the Surveyors.

VII.—The Owner or legal Representative of several Vessels shall sign these Rules separately for each admitted into the Club, and be bound to make good to the Secretary his or their proportion of any Loss that may be admitted.

VIII.—Each Member shall Underwrite on each particular Vessel according to the valuation at which his Vessel or Vessels are entered in the Club, and bear reciprocally the proportion of any Loss that may happen (for which each Vessel shall be liable) whether at Sea or in Port, arising from the Winds, Seas, Rocks, Shoals, Ice, and all other dangers and accidents of Navigation; as well as from Lightning, Fire, Enemies, Pirates, or Thieves, provided the Master has done his duty to prevent the same.

IX.—This Club does not Insure against any loss arising from Illicit Trade, or from Barratry of the Master or Mariners, nor against average losses, unless the Vessel be *Stranded*, and the average loss sustained by such stranding amount to Fifteen $\%$ cent on the Fisheries and Coasting Voyages, and Thirty $\%$ cent on all other Voyages within the limits of this Club.

X.—The Committee shall be invested with a discretionary power to allow average losses in certain cases not provided for in these Rules where they may consider it in justice due to the claimant, and they shall also have a discretionary power to reward the crew of any Vessel with a certain proportion of any wreck saved by such crew as may appear to them, the Committee, just and reasonable, the parties claiming are not to be present at the meeting of the Committee during the discussion respecting their claim.

XI.—This Club shall insure all Vessels entered and approved of for the Seal and Cod Fisheries, including the Bank and Labrador, also Vessels engaged in the Coasting Trade within the limits of this Government and its dependencies,—and on Foreign Voyages—to the United Kingdom, Copenhagen, Hamburg, Portugal, Spain and Gibraltar, (not east of the latter port in the Mediterranean nor to the Azores, or the Madeira Islands) and also to British North America, and the United States, as far South as New York inclusive,—from twelve o'Clock at night of the first day of March until twelve o'Clock at night of the fifth day of December following. But any Vessel leaving Newfoundland or Labrador for Europe, after the twenty fifth day of October, or leaving Hamburg, Copenhagen or Gibraltar, for Newfoundland after the twenty-fifth day of September, or leaving any other port in Europe for Newfoundland after tenth day of October, or leaving Newfoundland for any port in British North America (without the limits of this Island) or the United States after the fifth day of November, or leaving British North America for Newfoundland after the twentieth day of November, or leaving the United States for Newfoundland after the fifteenth day of November, shall not be insured, and if lost shall not be paid for by this Club.

XII.—Any Vessel may be withdraw by

the 5th day of June, on notice being given to the Secretary in Writing, but such Vessel shall only be responsible for her proportion of any loss which occurs up to that date, unless for losses on the Seal Fishery agreeably with these Rules.

XIII.—This Club does not insure Vessels in the Summer Sealing Voyage; and no Vessel shall remain at the Ice after the first day of June at the risk of this society unless unavoidably detained.

XIV.—This Society do not insure any one Vessel at more than One Thousand Pounds currency, and in the event of any Vessel being valued at more than that sum, the Owner or Owners shall be at liberty to insure elsewhere the extra value, who shall be entitled to his or their proportion of any wreck that may be saved, should the Vessel be lost.

XV.—Should the Owner or Agent of any Vessel wish his Vessel to be entered for a less sum than her valuation, such Owners or Agent shall be at liberty to take the risk of any sum not exceeding one third of the valuation; on his own account, in this case he must within forty-eight hours after having received the Certificate exchange the same with the Secretary, under the direction of the Committee, and a note shall be made in the records of the Society and also on the Certificate, shewing the sum not insured by this Society, and the Owner shall be entitled to his proportion of the wreck in case of loss as in the 14th Rule.

XVI.—In the case of any property being saved from wreck or stranding the Master shall call in two or three special Surveyors, and if practicable employ an auctioneer to sell it by public vendue for the benefit of the underwriters, or if it shall appear to be for their interests he shall freight it to Harbor Grace where it shall in like manner be disposed of, and any wreck occurring in this Bay shall be placed at the disposal of the Committee.

XVII.—When any loss shall be admitted by the Committee, the Secretary shall be allowed Twenty Days to collect the proportions payable on demand, who shall hand the amount to the proper claimant reserving Fifteen $\%$ cent until the Twentieth Day of June, if the loss occurs previous to that date, and if the loss occurs at the Cod Fishery or Coasting, Fifteen $\%$ cent until the Twentieth Day of December, to meet any loss which may occur in the respective seasons.

XVIII.—Any vessel sailing before the First day of MARCH, although she may have been surveyed, shall be excluded the benefit of this Club.

XIX.—No Vessel Insured in this Club shall be allowed to go into any Port, Harbor or Cove below Carbonear, in this Bay, to take on board her crew or supplies, or under any pretence whatever, excepting from stress of weather.

XX.—It shall be understood that all transactions in money affairs, shall be in the currency of this Island, *viz.*—Dollars at Five Shillings each.

XXI.—Those persons who at the present date have not paid the amount of their losses for the last year's Insurance, shall not be permitted to enter their Vessels in this Scheme before they pay the said amount.

XXII.—Any Person appearing at any of the Meetings of the Club to represent an Owner or Owners, and who is not his or their accredited Agent shall produce a Power-of-Attorney, which document when so produced, shall be recorded by the Secretary.

XXIII.—In the absence, resignation, or neglect of either of the Surveyors the Committee are empowered to appoint a Surveyor or Surveyors.

The following Persons are nominated Officers for the present year—

Committee.

Messrs. Daniel Green, Thomas Ridley, C. N. Thorne, Francis Parsons, John Mann, Martin Kelly, Peter Brown, Wil-

liam Donnelly, Joseph Soper, Thomas Godden, Arthur Thomey;

Treasurer and Secretary.

MR. JOHN FITZGERALD

Surveyors.

Messrs. Andrew Drysdale, Henry Webber, Roger Hanrahan, Jr. George Parsons.

December, 1839.

REPORT

ON THE

GEOLOGY

OF

Newfoundland.

BY

J. D. FORBES, B. A. & F. G. S.

(Continued from our last.)

Returns to the bottom of Conception Bay, the St. John's slate formation, small patches of the variegated slate formation, resting sometimes on the St. John's slate and sometimes on the igneous rocks. The position of these patches of the variegated slate with respect to the St. John's slate is evidently unconformable. One formation is said to be unconformable to another when the direction of the strike or the direction or angle of inclination of the dip of the lower rock is clearly different from that angle or direction in the upper rock. Thus in a small cove between Brigus and Bull Cove, where the beds of the variegated slate may be seen resting on those of the St. John's slate formation, both the dip and strike of the two formations is at variance. The St. John's slate dips at an angle of 50 to the N. W., while resting on the edges of its upturned beds is a mass of red slate dipping at an angle of about 30 to the N. E. (See section No. 4.) This unconformability of position is a proof, not only that the St. John's slate was formed, but that it had been disturbed and broken up, by dislocating forces, before the time when the variegated slate was deposited. The order places where the patches of variegated slates were observed, are—on both sides the point of the peninsula between Bay Roberts and Port de Grave, dipping in each case outwards from the inferior rocks, and on each side of the mouth of Brigus Harbour. Again on the E. side of the mouth of Collier's Bay, where the variegated slate is separated from the porphyry by a bed of coarse conglomerate containing large quartz pebbles, and a mass of quartzose rock, schistose but not distinctly bedded, and which has most probably been greatly altered by the contiguity of the porphyry—(See diagram No. 11.) From this point of Collier's Bay the variegated slate strikes through Bacon Cove into Cat's Cove, dipping all the way about E. N. E., and in Cat's Cove also is separated from the porphyry by a mass of altered rocks, schistose and full of quartz veins and which, if it belong to the variegated slates, has lost all its original characters. A small patch of the variegated slates is seen in Salmon Cove, not far from the E. point and dipping W. This small patch, which is a bright red, abuts against a large mass of slate rock characterized by narrow bands of dark and light grey, and which dips at an angle of 608 to the E. This slate rock forms the whole of Harbour Main; it is not precisely like the St. John's slate, though it resembles that rather than the variegated slate formation. I am inclined never, the less to consider it part of the variegated slate, altered by heat, perhaps, and placed in its present position with respect to the red slate on one side, of it, by a considerable dislocation. On entering Holyrood, another small portion of variegated slate is seen near the E. point, resting on a schistose rocks, with little appearance of bedding, and dipping E. at an angle of 308. These beds are shortly turned up into a neatly perpendicular position by the intrusion of a mass of grey grizzly basalt, on which rest a horizontal patch of slate rock precisely like that in Harbour Main. (See section No. 2.) Near the junction of the red slate and this igneous rock the slate is evidently altered; it becomes more compact and siliceous, and though more easily shivered it loses its previously well-defined cleavage. The continuation of this section to the South is obscured by a loose rubbish of sand and boulders, but two or three hundred yards beyond are some thin beds of limestone dipping slightly to the N. This limestone is of an impure and siliceous nature, very compact, and marked by small tubular concretions of calcareous spar. It is not more than 10 feet thick, and has both above and below it some grey