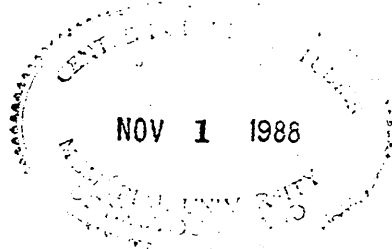




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## APPENDIX R.

### No. 1.

#### *Gloucester Mutual Fishing Insurance Company.*

No. This Policy of Insurance Witnesseth, That the Gloucester Mutual Fishing Insurance Company, in Gloucester, do by these Presents, cause \_\_\_\_\_ for whom it may concern, To be Insured, lost or not lost, \_\_\_\_\_ Hundred \_\_\_\_\_ Dollars, on seven-eighths \_\_\_\_\_ of the Schooner \_\_\_\_\_ and \_\_\_\_\_ Hundred \_\_\_\_\_ Dollars on the Outfits or Catch, \_\_\_\_\_ Commencing this day and terminating the thirtieth day of November next, at 12 o'clock, noon; And to be insured in the manner prescribed by the

Vessel valued at By-Laws, and to be subject to all the restraints and liabilities therein set forth.

\$..... And especially does this Company agree to insure only seven-eighths of any one vessel, nor over eight thousand dollars on any one risk.

Vessel Insured, The owner or owners, in all cases who are insured by this Company, shall always have one-eighth of said vessel, as valued by the Directors, on his or their own risk, and shall not be allowed to insure said one-eighth, or any portion thereof elsewhere.

\$..... This Company does not insure against Barratry of the Master or mariners.

Cargo Insured, No claim for loss on, or damage to, Fresh or Frozen Fish, Salt Herring in bulk, Dorries, Trawl Gear, Nets, Seine, or Seine Boat, shall be allowed by this Company, unless in case of total loss of vessel.

\$..... The insurers shall not be liable for any partial loss on Salt, Coal, Grain, Cured Fish, or Fruit, either preserved or otherwise, or other goods that are esteemed perishable in their own nature, when carried on freight, or on the Freight thereon, unless it amounts to 10 per cent. on the whole aggregate value of such articles, and happen by stranding.

Outfits Insured, No claim shall be had for Outfits or Catch, insured, unless the loss amounts to or exceeds 10 per cent. on the value of outfits or catch on board at the time of loss, and that loss shall be caused by fire or the dangers of the sea.

\$..... It is also agreed that this Company shall not be liable in any case for loss on or damage to Outfits or Cargo carried on deck, nor for loss or damage to the cargo of any vessel employed in freighting, unless the loss amounts to 20 per cent. of the value of said cargo, and then for the excess above 15 per cent. only.

Amount of Premium Note, No vessel shall be insured by this Company except those hailing from Gloucester.

\$..... No vessel shall be insured by the Company while engaged in the business of carrying Sand or Stone.

Policy, \$1.00, If there be any Lime on board, one hundred per cent. to be added to the premium for the passage.

\$..... No claim for loss on the hull of a vessel shall be allowed by this Company, unless said loss or damage shall amount to the following percentage on the whole value of said vessel as valued in the Policy, after deducting one-third for new, viz:—A vessel valued at \$7,500 and upwards, 5½ per cent.; \$7,000 to \$7,500, 6 per cent.; \$6,500 to \$7,000, 6½ per cent.; \$6,000 to \$6,500, 7 per cent.; \$5,500 to \$6,000, 7½ per cent.; \$5,000 to \$5,500, 8 per cent.; \$4,500 to \$5,000, 9 per cent.; \$4,000 to \$4,500, 9½ per cent.; \$3,500 to \$4,000, 10½ per cent.; \$3,000 to \$3,500, 11 per cent.; \$2,500 to \$3,000, 12 per cent.; \$2,500 to \$2,500, 14 per cent.; \$1,500 to \$2,000, 18 per cent.; \$1,000 to \$1,500, 25 per cent.; all under \$1,000, 30 per cent.

Cables, Anchors, and Boats to be at the risk of the owners in all cases, except a total loss of vessel. Sails, Rigging, Masts, and all other appurtenances belonging to the vessel, to be at the risk of the owners, in all cases, except the loss on them at one time amounts to the following percentage on the whole value of the vessel as valued in the Policy, viz:—A vessel valued at \$8,000 and upwards, 10 per cent.; \$7,000 to 8,000, 12 per cent.; \$6,000 to 7,000, 14 per cent.; \$5,000 to \$6,000, 16 per cent.; \$4,000 to \$5,000, 18 per cent.; \$3,000 to \$4,000, 20 per cent.; \$2,000 to \$3,000, 24 per cent.; \$1,500 to \$2,000, 30 per cent.; all under \$1,500, 35 per cent.; and under such adjustment one-third shall be deducted for new.

Notice of any claim on the Company for damage shall be given to the Company within ten days of the arrival of the vessel, or no loss will be allowed. No vessel receiving damage, whereby the Company becomes liable, shall in any event be sold until directions to that effect shall have been communicated to the Master or Agent from the Company.

Cables and Anchors lost or sacrificed on the fishing grounds shall not be paid for by the Company, in any case, except total loss of vessel.

Gilt work or carving shall not, when lost or damaged, be paid for except in cases of total loss of vessel.

In adjusting partial losses the bowsprit of a vessel shall be considered a spar.

In cases of disaster to any Vessel insured, it shall be lawful for the Insurers to take possession of and repair the damage, and to demand of the owners their proportion of the expense thereof, and the acts of the insured or insurers in taking possession thereof to save, preserve or repair the same, shall not be deemed to be a waiver or acceptance or admission of an abandonment,—provided such Vessel shall be repaired and returned to the owners within four months from the date of the disaster. No claim for Total Loss shall be allowed by this Company, unless the cost of repairs (according to the Laws of the Company), at one time, after deducting one-third for new, amounts to fifty per cent. of the value of the Vessel as in the Policy. And the insurers are not in any case to be held to pay for any loss or damage by restraint, seizure or detention, by any legal or illegal power whatsoever, or for any damage, accident or loss, which may happen or occur to any Vessel while she may be under such restraint, detention or seizure. Nor will this Company, under any circumstances, pay for copper, or any other metallic material, used as a covering for the bottom of vessels except in cases of total loss, in which case the copper shall belong to the insurers; and copper or other metallic material used as aforesaid, shall not be considered at all in the adjustment of a partial loss. Vessels and Owners liable for deposit and premium notes.

The rates of premium for the current year, to commence on the date of application shall be as follows: From November 16th to November 30th of next year, 9 per cent.; from December 10th to November 30th of next year, 8 per cent.; from January 1st to November 30th of the same year, 7 per cent.; from January 15th to November 30th of the same year, 6½ per cent.; from February 1st to November 30th of the same year, 6 per cent.; from March 1st to November 30th of the same year, 5½ per cent.; from April 1st to November 30th of the same year, 5 per cent.; from May 15th to November 30th of the same year, 4½ per cent.; from July 1st to November 30th of the same year, 4 per cent. Two and one-half per cent. extra on the amount insured to be added to the premium of any vessel employed in the Greenland fisheries, or any business east of Flemish Cap or the forty-fifth degree of longitude; one per cent. for any vessel sailing on a voyage to Newfoundland, between the 16th of November, 1876, and the 1st of March, 1877; one-half of one per cent. to be added if employed in the Bay of Island fisheries on or after October 1st next, at 12 o'clock, noon; one-half of one per cent. to be added for any vessel engaged in the Georges fishery or any fisheries north and east of Georges which has not arrived in Gloucester harbor on or before October 15th, at 12 o'clock, noon; or for any vessel sailing on a voyage to Georges or any fishing grounds north or east of Georges, between October 15th and November 15th; and one-half of one per cent. extra premium on any vessel sailing on a voyage or employed in any business easterly from Cape Sable, between October 31st and November 15th, at 12 o'clock, noon. And upon all risks not above provided for, the Directors shall have power to fix equitable rates for extra premiums to be charged and paid by the insured.

No vessel shall sail from the harbor of Gloucester on or after the fifteenth day of November next, at noon, at the risk of this Company. A vessel so sailing is not insured under this Policy. The Policy of any vessel not having arrived from the voyage she then is on, November 30th, at 12 o'clock, noon, shall be continued until her arrival, a premium at the rate of one and one-half per cent per month, to be paid by the insured for such extension.

Whenever the Directors shall require it, a survey shall be called upon any vessel receiving damages supposed sufficient to entitle them to repairs by the Company, and such repairs, when ordered by said survey, shall be made as such survey shall direct, and be done in a faithful and workman-like manner, one-third to be deducted for new in the adjustment of the loss.

And so the President and Directors aforesaid are contented, and do hereby bind the property of the said Insurance Company, to be insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance by the insured, at and after the rate of \_\_\_\_\_ per cent. for the term, with any extra premium above provided for, and in case a further amount shall be required to pay losses, in excess of said premium and extras, all such sums as may be levied on the premiums earned to pay such excess of losses.

IN WITNESS WHEREOF, the President hath signed, and the Secretary hath countersigned, at Gloucester, this \_\_\_\_\_ day of \_\_\_\_\_ one thousand eight hundred and seventy- \_\_\_\_\_.

GEORGE STEELE, *President.*

\_\_\_\_\_  
*Secretary.*

## No. 2.

*BY-LAWS of the Gloucester Mutual Fishing Insurance Company for the years 1876-77.—Adopted November, 1876.—George Steele, President; N. D. Cunningham, Vice-President; Cyrus Story, Secretary and Treasurer.*

*Article 1.* This Company shall be governed by a board of ten Directors, who shall be chosen from the Stockholders at the annual meeting of the Company by a stock vote; one of whom shall be chosen by the Directors to act as President, and another to act as Vice-President. The duties of the President (and in his absence the Vice-President,) shall be to preside at all meetings of the Board, or of the Stockholders, and to perform such other duties as may be required of them.

The Directors shall have power in case there is a vacancy on the Board caused either by non-acceptance, resignation or death, to choose from among the Stockholders some person or persons to fill the vacancy; they shall also have the power to appoint a Secretary and Treasurer, and to fix upon salaries to be paid to the officers of the Company.

*Article 2.* The President and Directors shall superintend the concerns of the Company, and have the management and direction of all things not otherwise herein provided for. They shall provide a suitable office for the transaction of business, and furnish it in such a manner as they shall think proper; they shall cause to be kept by the Secretary a fair record of all their transactions, and shall report at the annual meeting in each year, a detailed account of the concerns of the Company, which report, when accepted, shall be entered upon the records of the Company.

*Article 3.* The Secretary shall keep the books and accounts, shall collect and receive all monies, and pay the same over to the Treasurer as soon as received; shall fill up and record all policies and orders, notify meetings, and perform such other duties of the office as the President and Directors may require.

*Article 4.* The Treasurer shall take charge of all the funds of the Company, and deposit the same in some Bank in Gloucester, in the name of the Company. He shall pay out money by order of the Directors, and all checks must be countersigned by the President. He shall give such bonds for the performance of his duties as the Directors may require.

*Article 5.* The President, in addition to his duties of presiding at meetings, shall sign all policies, and shall order the payment of all monies by the Treasurer, with the consent and approval of the Directors, (and countersign all checks drawn for the payment of monies aforesaid;) and in his absence, the Vice-President shall perform such duties.

*Article 6.* All applications for insurance shall be made in writing, and signed by the person or agent making such application, and shall specify the amount on the vessel and outfits (catch to be considered as outfits) or cargo separately, insurance to commence on the date of the application, and shall be binding on both parties until action is taken upon said application by the Directors at their next meeting, and until the expiration of the Policy, unless disapproved by the Directors at that meeting; notice of such disapproval to be given to the applicant immediately after such action.

*Article 7.* No vessel shall be insured by this Company except those hailing from Gloucester.

*Article 8.* The stock of this Company shall be held in shares valued at one thousand dollars each; and for each of such shares held by the stockholders a promissory note of two hundred dollars, payable on demand, with satisfactory security, shall be given to the Company, and upon each amount of said two hundred dollars, assessment may be levied by the Directors for such sums as may from time to time be required for the use of the Company.

*Article 9.* All stock notes shall be signed and endorsed before any application for insurance can be received.

*Article 10.* Any responsible person who has property to the amount of five hundred dollars to be insured, may take one-half a share of the stock of the Company, and one share for each additional thousand dollars he may wish to have insured.

*Article 11.* After the closing of the stock-book, no person shall retire from the Company, or cease to be a member thereof, but shall be firmly held until the business of the Company for the year shall be settled.

*Article 12.* All matters relating to the government of the Company shall be decided by the Directors in all cases where they are not instructed by the stockholders at a regularly notified meeting.

*Article 13.* The Directors shall call meetings of the stockholders at such times as they may think proper. And upon notice in writing signed by five or more stockholders, it shall be the duty of the Secretary to call a meeting as requested by them.

*Article 14.* Special meetings of stockholders shall be notified either verbally or by leaving a written or printed notice at each stockholder's place of business two days before the time of holding such meeting.

*Article 15.* Each stockholder shall be entitled to one vote for each share of stock held by him, and in case a person is the holder of a single half share, he shall be entitled to one vote.

*Article 16.* No alteration shall be made in the laws for the government of this Company, except at a regularly notified meeting of the stockholders, two-thirds of the number of stockholders to constitute a quorum for the transaction of business, and two-thirds present acting in the affirmative to decide.

*Article 17.* No loss will be allowed by this Company on the hull of a vessel, unless said loss or damage shall amount to the following percentage on the whole value of the vessel as valued in the policy, after deducting one-third for new, viz. :—

A vessel valued at \$7,500 and upwards,	5½ per cent.
“ “ from 7,000 to \$7,500,	6 per cent.
“ “ “ 6,500 to 7,000,	6½ per cent.
“ “ “ 6,000 to 6,500,	7 per cent.
“ “ “ 5,500 to 6,000,	7½ per cent.
“ “ “ 5,000 to 5,500,	8 per cent.
“ “ “ 4,500 to 5,000,	9 per cent.
“ “ “ 4,000 to 4,500,	9½ per cent.
“ “ “ 3,500 to 4,000,	10½ per cent.
“ “ “ 3,000 to 3,500,	11 per cent.
“ “ “ 2,500 to 3,000,	12 per cent.
“ “ “ 2,000 to 2,500,	14 per cent.
“ “ “ 1,500 to 2,000,	18 per cent.
“ “ “ 1,000 to 1,500,	25 per cent.
All under 1,000,	30 per cent.

Cables, anchors and boat to be at the risk of the owners in all cases, except a total loss of vessel.

Sails, rigging, masts, and all other appurtenances belonging to the vessel to be at the risk of the owners in all cases, except the loss on them at one time amounts to the following percentage on the whole value of the vessel as valued in the policy, viz. :—

A vessel valued at \$8,000, and upwards,	10 per cent.
“ “ from 7,000 to \$8,000,	12 per cent.
“ “ “ 6,000 to 7,000,	14 per cent.
“ “ “ 5,000 to 6,000,	16 per cent.
“ “ “ 4,000 to 5,000,	18 per cent.
“ “ “ 3,000 to 4,000,	20 per cent.
“ “ “ 2,000 to 3,000,	24 per cent.
“ “ “ 1,500 to 2,000,	30 per cent.
All under 1,500	35 per cent.

And under such adjustment one-third shall be deducted for new; but the Directors are authorized and empowered, in case of partial loss, under this article, to compromise with the assured when in their judgment it would be for the interest of the Company so to do.

*Article 18.* Whenever the Directors shall require it, a survey shall be called upon any vessel receiving damages supposed sufficient to entitle them to repairs by the Company, and such repairs when ordered by said survey, shall be made as they shall direct and be done in a faithful and workmanlike manner, and with good materials, one-third to be deducted for new in the adjustment of the loss; said repairs to be made under the direction of the Directors when practicable; notice of such damage to be given within ten days of the arrival of the vessel, or no loss will be allowed.

*Article 19.* In case any vessel insured by this Company shall be stranded, and the master or owner shall think it for the interest of the Company to get such vessel off and save the property, the Company do hereby pledge themselves to pay their proportion of all reasonable charges which may arise in consequence of such condition, whether successful or not.

*Article 20.* No claim for a total loss shall be allowed by this Company, unless the cost of repairs (according to the laws of the Company,) at one time, after deducting one-third for new, amounts to fifty per cent. of the value of the vessel as in the Policy.

*Article 21.* This Company will insure the outfits or cargo of any Gloucester vessel. The amount to be insured on such outfits or cargo shall be designated in the Policy separately from the vessel, but no claim shall be allowed for the sum so insured, unless the loss amounts to or exceeds 10 per cent. of the value of said outfits or cargo on board at the time of loss, and that loss shall be caused by fire or by the danger of the seas. No claim for loss on, or damage to outfits or cargo carried on deck shall be allowed by the Company. In adjusting losses on outfits, the whole catch shall be considered as outfits.

*Article 22.* Each and every stockholder shall furnish vessels, outfits or cargo to be insured, the amount of insurance of which shall be at least seven-eighths of the amount of stock subscribed by him; should he fail to comply with the above requirement, he shall be held to pay the lowest rate of premium on such sum as shall make the required amount.

*Article 23.* This Company will not be held for any loss of damage by restraint or seizure by any legal or illegal power whatsoever, or for accident or damage which may happen to any vessel while she may be under such restraint or seizure.

*Article 24.* Sixty days from the supposed or known loss or any vessel, the insured may make the same known to the Company, and furnish a written statement of the destination of the vessel, and such other facts as the Directors may deem of importance; and if on mature deliberation they should think that sufficient reason has been assigned to cause the belief that the vessel has been lost, they shall cause

**No. 3.**  
**FISHING SHIPPING PAPER.**

UNITED STATES OF AMERICA.—DISTRICT OF GLOUCESTER.

IT IS AGREED between \_\_\_\_\_, agent or owner of the Schooner \_\_\_\_\_, qualified by law for carrying on the BANK and other FISHERIES of the United States, and \_\_\_\_\_ Master or Skipper of the said Schooner, and the Fishermen whose names are to this agreement subscribed, that the said \_\_\_\_\_ will at \_\_\_\_\_ own expense, equip the said Schooner \_\_\_\_\_ with all the necessary tackle and apparel for a fishing voyage or voyages; the provision, salt, and craft shall be provided and paid for by \_\_\_\_\_ and that said \_\_\_\_\_ Master or Skipper, with the said Fishermen will pursue the Cod or other Fisheries, in the Schooner \_\_\_\_\_ during the present fishing season, and will use their best endeavors to procure all the Fish, Oil, &c., they can, and for the success of the voyage or voyages they may go; and will be ready at all times, and will never leave the said Schooner \_\_\_\_\_ without permission from the Owner or Master thereof. And it is agreed that the owner or Agent may dispose of and sell all the Fish, Oil, &c., that may be landed from the said Schooner whenever he may think proper, and after deducting from the Gross Stock all charges for Ice, Bait, Straw for Bait, and Nippers, the net proceeds to be divided, one-half to the Owner or Owners, the remaining half among the Fishermen, in proportion to the quantity or number of fish which they shall have respectively caught, each man paying his proportion of the expense of Packing Mackerel, Freight and expense in shipping Fish, &c., home, in accordance with the number or quantity caught, and each one of the Crew with the Skipper to pay an equal part of the following charges, viz: Cooking, Sawing Wood, Water, Hoisting, Medicine, scraping masts, and tarring rigging. And the said owner doth hereby stipulate and agree with said fishermen, that he will render a just and true account of the delivery and sales of said Fish, Oil, &c.

*And it is further Agreed* between the parties, that the Master or Skipper, together with the fishermen, are entitled to all the benefits and privileges, and subject to all the duties and penalties, provided by a law of the United States, entitled "An Act concerning certain Fisheries of the United States, and for the Regulation and Government of Fishermen employed therein."

Time of Entry.	Men's Names.	Quality.	Witness to their Signing.	Time for which they Engage.

ountersigned, \_\_\_\_\_, Owner or Agent.

the Secretary to lay an assessment upon all the stock notes sufficient to cover the loss on the vessel, and such assessment shall be levied and collected within thirty days, and the loss adjusted with the parties forthwith.

*Article 25.* In case of disagreement regarding any loss which may take place in this Company, the parties aggrieved shall make a written statement of the facts in the case, and the Directors shall also make a similar statement, and if the loss cannot be adjusted by the parties, a reference shall be chosen in the manner pointed out by the laws of the Commonwealth, and their decision shall be final. And losses shall be made up by some person not interested in the Company when the insured so request.

*Article 26.* This Company will not insure over eight thousand dollars on any one vessel and her outfits or cargo.

*Article 27.* No vessel insured by this Company receiving damage whereby the Company becomes liable, shall in any event be sold until directions to that effect shall have been communicated to the master or agent from the Company.

*Article 28.* No vessel shall be insured by this Company for more than seven-eighths of her value as decided upon by the Directors, the owners of the vessel in all cases risking one-eighth of said value.

*Article 29.* Gilt work or carving shall not, when lost or damaged, be paid for by the Company except in case of total loss of vessel.

*Article 30.* Cables or anchors lost or sacrificed on the fishing grounds, shall not be paid for by the Company in any case, except total loss of vessel.

*Article 31.* In adjusting partial losses, the bow-sprit of a vessel shall be considered a spar.

*Article 32.* No vessel shall sail from the harbor of Gloucester upon any voyage whatever after the fifteenth day of November next, at noon, at the risk of this Company. Any vessel not having arrived from the voyage, she then is on November 15th, at 12 o'clock, noon, shall pay a premium at the rate of one and one-half per cent. per month until her arrival. The Policy on such vessel to be continued until her arrival as aforesaid.

*Article 33.* This Company will not, under any circumstances, pay for copper or any other metallic material used as a covering for the bottom of vessels, except in case of total loss, in which case the copper or other material shall belong to the insurers, and copper or other metallic material used as aforesaid, shall not be considered at all in the adjustment of a partial loss.

*Article 34.* The rates of Premium for the current year shall be as follows:—

From Nov. 16 to Nov. 30 of next year,	9	per cent.
“ Dec. 10 “ “ “ “ “ “	8	“
“ Jan. 1 “ “ “ “ same “	7	“
“ “ 15 “ “ “ “ “ “	6½	“
“ Feb. 1 “ “ “ “ “ “	6	“
“ Mar. 1 “ “ “ “ “ “	5½	“
“ Apr. 1 “ “ “ “ “ “	5	“
“ May 15 “ “ “ “ “ “	4½	“
“ July 1 “ “ “ “ “ “	4	“

But when either of said dates shall fall on Sunday, then the premium upon applications made on the next day preceding shall be computed under the rate of the date so occurring on said Sunday. One per cent. on amount insured to be added to the premium of any vessel employed in the Newfoundland fisheries between the 15th of November and the 1st of March next ensuing.

*Article 35.* A return premium may be allowed whenever any policy issued by this Company shall be cancelled

*Article 36.* At the close of the business of the year, if it should appear that a profit had been made in the business of the Company, the same shall be divided among the premiums earned by insurance on the stock held by each stockholder; and should there be a loss in the business of the Company, the same shall be assessed according to the above named conditions as regards profit.

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