

By **The Delaware Insurance Company** of **PHILADELPHIA.**

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No. *1373*

Whereas

Stephen Dutilleul
as well in *his* own Name, as for and in the Name and Names of all and every other Person or Persons, to whom the Property hereby insured doth, may, or shall appertain, in part, or in the whole, do *to* make Insurance, and cause *himself*, and them, and every of them to be insured, in the Sum of *Ten Thousand* Dollars, lost or not lost, at and from

Guadaloupe to Philadelphia

upon the *Body*, the *Tackle*, *Apparel*, and other *Furniture*, of the good *Ship* called the *Dolphin* of the burthen of *Thomas Mills* tons, or thereabouts, whereof is Master for this present voyage *Thomas Mills* or whosoever else shall go for Master in the said Vessel, or by whatsoever other name or names the said Vessel, or the Master thereof, is or shall be named or called: Beginning the adventure upon the said Vessel, Tackle, Apparel, and other Furniture, at and from *Guadaloupe* aforesaid, and so shall continue and endure until the said Vessel shall be safely arrived at *Philadelphia* aforesaid, and until she shall be moored twenty and four hours in good safety. And it shall and may be lawful for the said Vessel, in her voyage aforesaid, to proceed, and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accident, without prejudice to this Insurance. The said Vessel, the Tackle, Apparel, and other Furniture, for so much as concerns the Assured, by agreement made between the Assured and Assurers in this POLICY, are and shall be valued at

Ten Thousand Dollars without any further account to be given by the Assured to the Assurers for the same. Touching the adventures and perils which the Assurers are contented to bear and take upon them in this voyage, they are, of the *Seas*, *Men of War*, *Fires*, *Enemies*, *Pirates*, *Rovers*, *Thieves*, *Jettisons*, *Letters of Mart*, and *Counter Mart*, *Surprisals*, *Takings at Sea*, *Arrests*, *Restraints and Detainments of all Kings, Princes, or People, of what Nation, Condition or Quality soever*, *Barratry of the Master and Mariners*, and all other perils, losses, and misfortunes, which have, or shall come to the hurt, detriment, or damage of the said Vessel, or any part thereof. And in case of any loss or misfortune, it shall be lawful to and for the Assured, *his* (and the said Assured on *his* part agree and engage by *his* factors, servants, or assigns) to sue, labour, and travel for, in and about the defence, safeguard, and recovery of the said Vessel, or any part thereof, without prejudice to this Insurance, to the charges whereof the Assurers will contribute, according to the rate and quantity of the sum herein insured. And it is agreed by the Assurers, that this Writing or Policy of Insurance shall be of as much force and effect as the surest Writing or Policy of Assurance heretofore made in any of the UNITED STATES OF AMERICA, or elsewhere. And so, the Assurers are contented, and do hereby bind the Capital Stock, and other Common Property of **THE DELAWARE INSURANCE COMPANY OF PHILADELPHIA**, to the Assured *his* executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration for this Assurance, after the Rate of

Ten per Centum

And in case of *Loss*, the Assured is to abate *Two per Cent.* such *Loss* to be paid in Thirty days after proof and adjustment thereof; the amount of the Note given for the Premium, if unpaid, being first deducted. **Provided always**, and it is hereby further agreed, That if the said Assured shall have made any other Assurance upon the premises aforesaid, prior in date to this Policy, then the Assurers shall be answerable only for so much as the amount of such prior Assurance may be deficient towards fully covering the premises hereby assured, such amount being understood to be the whole sum under-written, without any deduction for the insolvency of all or any of the Underwriters, and that this Policy, so far as the property has been previously insured, shall be considered as null and void to all intents and purposes, and the said Delaware Insurance Company of Philadelphia shall return the Premium upon so much of the sum by them assured, as they shall be by such prior Assurance exonerated from: And that in case of any Insurance upon the said premises subsequent in date to this Policy, the said Delaware Insurance Company of Philadelphia shall nevertheless be answerable for the full extent of the sum by them subscribed hereunto, without right to claim contribution from such subsequent Assurers, and shall accordingly be entitled to retain the Premium by them received, in the same manner as if no such subsequent Assurance had been made.

In Testimony whereof, The Delaware Insurance Company of Philadelphia hath caused their Common Seal to be hereunto affixed by their President this *Twenty seventh* Day of *June* in the Year of our Lord one thousand eight hundred and *five*

MEMORANDA. It is agreed by and between the Assured and Assurers, that no Loss shall be paid on any Average under FIVE PER CENT. unless the said Average be general.

It is further agreed, that if any dispute shall arise, relating to a Loss on this POLICY, it shall be referred to two persons, one to be chosen by the Assured, and the other by the Assurers, which two persons shall have power to adjust the same; but in case they cannot agree, then those two persons shall choose a third, and any two of them agreeing, their determination shall be obligatory on both parties.

If the above Vessel, after a regular survey, should be condemned for being unsound or rotten, the Assurers shall not be bound to pay their Subscriptions on this Policy.

It is also agreed, between the Assured and Assurers, that in all cases of Return Premium, ONE HALF PER CENT. upon the Sum insured, is to be retained by the Assurers.

It is also agreed, that no Part of the Premium shall be returned or abated, on account of any deviation which shall be made by the Owners, or their Factors, from the present Voyage.

Warranted by the Assured free from any Charge, Damage or Loss, which may arise in consequence of seizure or detention of the property for or on account of illicit or prohibited Trade.

*The Ship was purchased as a British Prize by Captain Thomas Mills, under
condemnation and at Public Auction being for his Receipt and W. S. Dutilleul's account
Warranted to have onboard a copy of her condemnation, and a Bill of Sale to American
Owners*

Wm. Simpson
PRESIDENT of

The Delaware Insurance Company of Philadelphia.

DOLLARS *10 000*
ON VESSEL *?*

Donnerstag

ON WEDNESDAY

THE DOMESTIC INSURANCE COMPANY OF BRITAIN
PRESIDENT &

162 West 44th St

Policy of June 1845

Ship Dolphin, Mills
Guadaloupe to Philad?

Stephen Dutilh

\$10000, Cap. 10th 1000
Policy 1
\$1000



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