

5.

Things that may or may not be insured.

Insurances may be made upon the Body or Keel of a Ship empty or Laden, or upon her Tackle and Furniture before or during the Voyage, upon the Provisions or upon the Goods jointly or separately, or a Proportion thereof, Laden on Board of any Ship armed or unarmed, alone or in Company, for the going out or coming Home, for a whole Voyage or a Time limited. A Ship that hath been long a missing without any Tidings of her may be insured, and the Insurance will subsist, altho she was cast away before signing of the Policy. But all Insurances made after the Loss or Arrival of the Effects insured are void; if the insured know or could know of the Loss, or the Arrival of the Goods before signing of the Policy. R. Grot. de J. B. & P. Lib. 2. Cap. 12. §. 23. Molloy de pure marit. Lib. 2. Chap. 2. n. 5. Because the Subject Matter of Insurance is supposed to be an uncertain or suspected Loss, which it ceases to be as to one of the Parties knowing that it hath already happened, or cannot happen; and so one of them being over-reached, may not contract on equal Terms. It is presumed that the Insurer knew the Goods he takes about to be already safe, or that the Owner understood the were lost, if the News thereof might have come from the Place or Arrival of the Ship to that of signing the Policy before it was signed; allowing a League and a Half per Hour, without Prejudice to such other Proof as may be brought. Ordin. Lewis 14. 1605.

But Assurance made upon good or bad News subsists, unless it appears by clear Evidence than that of a League and a Half per Hour, that the insured knew of the Loss of the Ship, or the Insurer of its Arrival before signing of the Insurance; in Case of Proof of such Knowledge against the insured, he is obliged to restore to the Insurer what he received, and pay him the Double of the Premium; And if proved against the Insurer, he must restore the Premium and the Double to the insured. Ordin. Lewis 14. 1605.

Insuring the Delivery of Goods imported from beyond Sea without paying the Duty, or any prohibited Goods, is discharged 4 G. 5. W. & M. Cap. 15.

All Seafaring Persons Mariners and others may insure the Liberty of their Persons; in which Case the Policy contains the Sum to be paid, in Case of being taken for the Ransom and Charges of returning. Ordin. Lewis 14. 1605.

All Insurances upon the Lives of any Persons are forbid, Except that such as Redeem Captives may insure the Lives of those they redeem, and the Price of the Redemption; which the Insurers are obliged to pay, if the Person redeemed is taken again, and killed or drowned or perishes otherwise than by a natural Death in his Return. Ordin. Lewis 14. 1605.

Insurers may reinsure with others the Effects they have insured, and the

the insured may likewise cause to be insured the Premium of the Insurance, and the Solvability of the Insurers Ordin. Lewis 14. 1605.

Owners or Masters of Ships cannot insure before hand the Freight of their Ships, nor Merchants the Profit they expect by their Goods, nor Seamen their Wages Ordin. Lewis 14. 1605.

Persons borrowing Money upon Bottomry are forbid to insure it under Pain of Nullity of the Insurance and corporal Punishment; and the Lenders upon Bottomry forbid to insure the Profit of the Sum lent under the like Pain of Nullity. Ordin. Lewis 14. 1605.

6.

The Estimation of Things to be insured.

7.

What Losses Damages and Expenses of Things insured are at the Risk of the Insurer.

All Losses and Damages happening at Sea of Tempest, Shipwreck, Running a Ground or aboard of other Ships, changing the Course of Voyage or Ship, Election Fire, Sinking, Casting, Stopping thro Declaration of War, Reprisals and other Maritime Accidents are at the Risk of the Insurers.

If Goods Laden and insured in England, be after the Insurance Decreed counterband and then seized by the Kings Officers, the Insurers must bear the Loss. Molloy de pure Marit. Lib. 2. Chap. 7. n. 15.

If the Insurance be made to a limited Time without expressing the Voyage, the Insurer is discharged after Expiration of the Time: And the Insurer may cause the Ship or Goods to be insured over again. But if the Assurance be made for a limited Time of Ship and Goods in a Voyage from such a Place to such a Place, the Insurer runs the Hazard of the whole Voyage, tho it last beyond the Time limited, and his Premium is augmented in Proportion to the longer Time; tho he is not bound to restore any Part of the Premium, if the Voyage be sooner ended. Ordin. Lewis 14. 1605.

Where a Person takes counterband Goods in England knowing them to be such, and afterwards insures the same, if these Goods are seized by the Kings Officers,