

"SUB-TITLE 1-B
"INSURABLE INTEREST

"SEC. 102. The owner of a ship has in all cases an insurable interest in it, even when it has been chartered by one who covenants to pay him its value in case of loss: *Provided*, That in this case the insurer shall be liable for only that part of the loss which the insured cannot recover from the charterer.

"SEC. 103. The insurable interest of the owner of the ship hypothecated by bottomry is only the excess of its value over the amount secured by bottomry.

"SEC. 104. Freightage, in the sense of a policy of marine insurance, signifies all the benefits derived by the owner, either from the chartering of the ship or its employment for the carriage of his own goods or those of others.

"SEC. 105. The owner of a ship has an insurable interest in expected freightage which according to the ordinary and probable course of things he would have earned but for the intervention of a peril insured against or other peril incident to the voyage.

"SEC. 106. The interest mentioned in the last section exists, in case of a charter party, when the ship has broken ground on the chartered voyage. If a price is to be paid for the carriage of goods it exists when they are actually on board, or there is some contract for putting them on board, and both ship and goods are ready for the specified voyage.

"SEC. 107. One who has an interest in the thing from which profits are expected to proceed has an insurable interest in the profits.

"SEC. 108. The charterer of a ship has an insurable interest in it, to the extent that he is liable to be damnified by its loss.

"SUB-TITLE 1-C
"CONCEALMENT

"SEC. 109. In marine insurance, each party is bound to communicate, in addition to what is required by Section 28, all the information which he possesses, material to the risk, except such as is mentioned in Section 30, and to state the exact and whole truth in relation to all matters that he represents, or upon inquiry discloses or assumes to disclose.

"SEC. 110. In marine insurance, information of the belief or expectation of a third person, in reference to a material fact, is material.

"SEC. 111. A person insured by a contract of marine insurance is presumed to have knowledge, at the time of insuring, of a prior loss, if the information might possibly have reached him in the usual mode of transmission and at the usual rate of communication.

"SEC. 112. A concealment in a marine insurance, in respect to any of the following matters, does not vitiate the entire contract, but merely exonerates the insurer from a loss resulting from the risk concealed:

- "(a) The national character of the insured;
- "(b) The liability of the thing insured to capture and detention;
- "(c) The liability to seizure from breach of foreign laws of trade;
- "(d) The want of necessary documents; and
- "(e) The use of false and simulated papers.

"SUB-TITLE 1-D
"REPRESENTATION

"SEC. 113. If a representation by a person insured by a contract of marine insurance, is intentionally false in any material respect, or in respect of any fact on which the character and nature