

CHAPTER 9
**Slavery, Insurance, and
 Sacrifice in the Black
 Atlantic**

TIM ARMSTRONG

In March 2000, the American insurance company Aetna apologized for participating, more than 150 years earlier, in the insurance of slaves. Later the same year in California, the Slavery Era Insurance Policies Bill was passed, requiring insurance companies working in the state to disclose any slave policies in their archives. Both these acts are part of the ongoing debate on “reparations” for slavery, a debate that itself participates, at the historiographic level, in a culture of catastrophe and compensation in which, ironically enough, insurance is itself central. In this essay, I will investigate that culture in relation to a specific issue, slavery and marine insurance, using the notorious case of the *Zong* and others. As we will see, the topic demands that in looking at forms of risk and subordination we also attend to a number of others issues, including, perhaps surprisingly, that of maritime cannibalism.

Most policies produced to support recent accusations relate to a trade that developed in the American South in the last two decades of slavery. Insurance was most commonly taken out on slaves hired out for manufacturing, construction, railroad work, or forestry—that is, on an investment to be safeguarded over a fixed term.¹ In many ways, this represented the inevitable logic of slavery, as a patriarchal, agricultural system came to be

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one increasingly penetrated by capitalist modes of production. At the same time, life insurance, and thus the situating of the individual within a logic of exchange, was becoming increasingly common in the nineteenth century.² But are these two equivalent? Were the slaves insured as property or as persons?³ As we will see, the unstable status of the insured slave, given the mixture of personhood and property intrinsic to slavery, is an important issue in the development of life insurance.

In Transit: Insuring Slaves

The history of insurance begins with the sea. Three developments are central to the conceptual framework established by marine insurance: first, the “bottomry” agreement or “sea loan” in which money is loaned at a steep rate for a voyage, the risk falling to the lender. Second, the concept of “general average,” the idea that losses undertaken to save a boat (jettisoning or cutting down masts in a storm, for instance) represent a risk shared among those investing in a voyage—usually seen as the oldest form of joint-stock enterprise. And third, in the notion of “Perils of the Sea”—the earliest form of the concept of insurable risk.⁴ Life insurance is a late development, requiring among other things a statistical view of life expectancy. Throughout most of Europe in the early modern period, insurance on the lives of persons was banned—associated with blasphemy (death is God’s prerogative), with conspiracy (killing the insured), and with gambling (bets on the lives of kings, and so on). The United Kingdom was the exception—partly, Geoffrey Clark suggests, because of the absence of a Roman law tradition and its dictum that the free person cannot be valued: *hominis liberi nulla estimatio*.⁵ But even in England, constraints were placed on life insurance during the eighteenth century, reflecting a suspicion of the practice after the collapse of dubious schemes in the period of the South Sea Bubble. The legal concept of “insurable interest” was developed to overcome these problems, suggesting that one could insure the life of another only to the extent that one could demonstrate financial dependency.⁶ This is part of the evolving conception of risk, compensation, and the commoditization of human relations implicit within modernity. What is less obvious is that the notion of insurable interest may have a relation to slavery.

In Europe, a loophole existed in the prohibition of life insurance: the ransom insurance that travelers could take out against capture by Barbary pirates or others. This is the *Ordonnance de la Marine*, source of much modern maritime law, drafted by Louis’s minister Colbert in 1681:

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All seafarers, passengers and others, may take insurance upon the liberty of their persons, and in that case the policy shall set out the name, the nationality,

Slavery, Insurance, and Sacrifice in the Black Atlantic • 169

residence, age and quality of the person thus insuring himself; the name of the ship, that of the port of departure and that of her final destination, the sum to be paid in the event of capture to cover the ransom and the expenses of returning home, the person to whom the money is to be paid by the insurers, and the penalty for delay in the payment.

Article 10

Insurance upon the life of persons other than slaves is forbidden. [Défendons de faire assurance sur la vie des personnes.]

Article 11

Nonetheless, one may take insurance upon a person whom one ransoms from captivity [esclavage], for the amount of the ransom, which the insurers must pay if on the journey home the person is captured anew, killed, or drowned, or perishes by other cause, natural death excepted.⁷

Douglas Barlow, in the modern translation from which this is taken, adds the clause “other than slaves” to Article 10, arguing that “slave-cargo insurance escaped the prohibition in Article 10 [because] in law slaves were not persons”—that is, slaves were, by common usage, articles of trade. Yet this seems a retrospective construction of the collocation of these articles. As John Wesket noted as early as 1781, it is *by analogy with* ransom provisions that the French began to insure the lives of “black captives (slaves)” from Guinea to the colonies.⁸ Clark spells out the reasoning:

[T]he legal variance granted by the Sun King had had important practical consequences since French merchants involved in the slave trade wanted to insure their human cargoes on the Middle Passage and needed a legal basis to remove the insurance of slaves from the *Ordonnance’s* ban. Ransom insurance provided the loophole. Because a ransom could be seen as a price on freedom, the law could treat insurance against captivity as something different in kind from the money valuation of human life itself, payable whatever the circumstance of death. According to this legal fiction, then, slaves acquired on the Guinea coast could be regarded as held in ransom . . . hereby allowing slave traders to insure for the market price of their goods. (16)

In what seems akin to a legal version of Gödel’s Principle, the enslaved European has a “market” price set from outside the system of humane law; his or her entry into the market in persons is prompted by an external hazard—though one that has an afterlife. As Article 11 states, the insurance of the person does not necessarily stop the moment they are ransomed, but instead lasts through the voyage home, until their return or the termination of the policy. So while ransom insurance nominally serves to protect “liberty” rather than a life, it is perforce the *life* that is valued on the return: “the insurers must pay if on the journey home the person is captured anew, killed, or drowned, or perishes by other cause, natural death excepted.”

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170 • Tim Armstrong

It is this liminal, in-transit condition that is assigned to the slave-at-sea: purchased off a captor, and thus having an assigned monetary value; en route to a form of redemption that is simply a realizing of value. Those who can insure a person against capture, the *Ordonnance* states, include family members who have a financial interest in the insured—an early version, surely, of “insurable interest.” But at the same time, the doctrine of assignability meant that “insurable interest was required only at the inception of the policy, [which] meant that subsequent lack of interest could not annul the contract”⁹—a negotiability of the valued life that again parallels that of the slave.

Slavery thus occupies a middle position in the progress from insurance on goods to insurance on persons, providing a way of thinking about the value of a life. The ransom as an externally imposed “market” value serves as a historically contingent measure for what was to become a more general equation of the person and economic value.¹⁰ In origin, then, when we insure our lives we are imagining the possibility of capture, or “buying ourselves back from death.” But the life so imagined is anything other than for-ourselves; it is a life lived in a state of negation. Behind this equation lurks the thinking on slavery that descends from Aristotle to Hegel: The slave has given up his or her existence to others and accepted subordination rather than face death.

The more historically specific question of whether slaves are people or cargo is raised starkly in a series of legal cases relating to the insuring of slaves. Most took place under the administration of William Murray, Lord Mansfield—the lord chief justice credited with establishing and regularizing the corpus of English commercial law needed by an expanding trade; his maritime law is codified in James Park’s *A System of the Law of Marine Insurances* (1787). According to the legal thinking that evolved in this period, slave ships could be insured against shipwreck, piracy, arrest, and shipboard rebellion—unpredictable forces constituting “Perils of the Sea.” The deaths of slaves owing to sickness or want of water and provision (‘natural death’) were not insurable; the same eventually applied to death where voyages were prolonged by poor winds (which could theoretically have been anticipated as a hazard) or by miscalculation.¹¹ What is the purpose of these distinctions? They cannot clearly be explained by the assumption that “natural death” was entirely predictable, since death rates on the Middle Passage could rise catastrophically for reasons beyond the master’s control.¹² Rather, the implication is that it is not the human life of a slave that is insured, but rather his or her status as goods in transit; and as in insurance generally, what cannot be insured in goods is their own internal constitution, their inherent weaknesses.

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The problems generated by considering humans as goods are also reflected in the law's treatment of slave insurrections. Slaves killed in a rebellion are treated as general average, destroyed in order to preserve the ship. As John Weskett explains in 1781: "The average arising from insurrection is understood to mean *general average*, and to be borne by the value of ship and cargo, &c. not by that of the slaves only, as a particular average thereon; because the loss or damage (whether to ship, or cargo, or both) which happens by means of an insurrection, and the endeavours used in quelling the same, arises from the *whole* interests, together with the lives of the crew, being in danger." But insurrection implies agency, making slaves something more than goods. Weskett notes that a clause is normally inserted in insurance contracts to specify that slave ships are "free from loss or average, by trading in boats; and also from *average* occasioned by *insurrection* of slaves, if under 10 *per cent*."¹³ This seems to imply that insurrection up to a certain level is *expected*, both on the coast of Africa and on board ship; again, it attributes an agency to the slave. In another case involving a Bristol slaver in 1785, *Jones vs. Scholl*, there was a question of how losses of slaves following an attempted rebellion were to be decided. The policy had, as usual, indemnified such losses above "10*l. per cent* to be computed on the first cost of the ship, outfit and cargo"—that is, they were part of general average. But what losses were to be allowed, given that the owners claimed for a range of damage from those killed to subsequent deaths, and even market losses caused by the reputation of rebelliousness? The jury, under Mansfield's direction, decided that those who were lost by wounding or bruising were covered; but not those who "swallowed salt water, and died in consequence thereof, or who leaped into the sea, and hung upon the sides of the ship, without being otherwise bruised, or who died of chagrin, were not to be paid for"; Mansfield himself ruled out market losses as "too distant." This is a strict general average interpretation: Only immediate "sacrifices" of goods are allowed; the consequent damages, which relate to the status of the slaves as persons and personalities, are ignored, except insofar as they constituted an external peril threatening the ship.¹⁴ The law was, again, struggling with the paradoxical status of slaves, as goods that might in a sense threaten themselves.

The uncertain status of slaves was drawn out in a remarkable set of cases brought in appeal in the Louisiana Supreme Court in 1842. They involved the slave transport *Creole* in 1841, traveling from Richmond to New Orleans; the legal issues included deviation (loaded at ports not specified in the policy), overcrowding and negligence that prompted a rebellion in which one of the owner's agents was killed, and "arrest" of foreign powers (the slaves sailed to the Bahamas, where the British released those not involved in the murder, causing a diplomatic incident). This case looms large

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172 • Tim Armstrong

in African-American memory—with fictional versions of the events written by Frederick Douglass ('The Heroic Slave'), William Wells Brown, Lydia Maria Child, and Pauline Hopkins—though the subsequent insurance cases have received little or no attention.¹⁵ An incisive set of briefs was prepared by Slidell, Benjamin and Conrad for the Merchants' Insurance Company, which was contesting liability—written by the young Judah P. Benjamin, later Confederate attorney general and then in exile a famous barrister in England.¹⁶

Benjamin's successful argument covered a variety of issues, but one central plank was the assertion that slaves are inherently prone to rebellion. He invokes a distinction, "as old as the contract of insurance," between the "inherent vices of the subject insured" and "external accidents."¹⁷ In a passage that surely invokes Shylock's plea in *The Merchant of Venice*, the Jewish lawyer asks: "Now, what in the present case was the 'vice propre de la chose'? What is a slave? He is a human being. He has feelings and passions and intellect. His heart, like the white man's, swells with love, burns with jealousy, aches with sorrow, pines under restraint and discomfort, boils with revenge, and ever cherishes the desire of liberty' (27). The slave feels the same feelings as others, and some things more passionately. He "is prone to revolt in the very nature of things. . . . Will any one deny that the bloody and disastrous insurrection of the Creole was the result of the inherent qualities of the slaves themselves, roused, not only by their condition of servitude, but stimulated by the removal from their friends and homes . . . and encouraged by the lax discipline of the vessel, the numerical weakness of the whites, and the proximity of a British province" (28). According to the French legal tradition Benjamin draws on, death from despair and from rebellion are equally part of the situation and state of soul of the captive: "*L'une et l'autre ont pour motif les même causes, qui prennent naissance dans la caractère de la chose.*"¹⁸ Because "intrinsic" risks are not insured, slave rebellion is, Benjamin insists, only covered where it is specifically inserted as a risk in the policy (33–4). Adding that the 10 percent clause normally limits the risk to catastrophic rebellion, Benjamin draws out the logic of earlier cases under Mansfield: Rebellion is intrinsic to slavery. Moreover, slavery is, he argues in a brief for one of the other cases, an institution that has since Justinian been described as *contra naturam*, and a result of local conditions rather than of universal application; the British thus had no obligation to return slaves. The more general implication is that the slave's situation is temporary and reversible.¹⁹ The slave can never definitively be treated as an owned thing.

We can turn now to the most famous of all cases relating to slavery and insurance, Gregson vs. Gilbert: the case of the slave ship *Zong*. It was an action on the value of "certain slaves"—that is, 134 out of around 470 em-

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barked—who were thrown overboard over a period of days from November 29, 1781, after the boat missed Jamaica, with sickness endemic and water supplies low. Captain Luke Collingwood thus brutally converted an uninsurable loss (general mortality) into general average loss, a sacrifice of parts of a cargo for the benefit of the whole. The owners were awarded damages in which the losses were allowed; but in an appeal hearing before Mansfield and two others this judgment was overturned, since the captain's mistake could not be called a "Peril of the Sea," and there were a number of factors suggesting that water supplies were not seriously depleted.²⁰ Murder was not the issue in law: Despite commenting on the shocking nature of the case, Mansfield insisted repeatedly that in law it was as if horses had been jettisoned. But as the records of the arguments around the case made by the abolitionist Granville Sharp suggest, murder, and specifically murder at sea, was central to the way in which the case was in fact argued.²¹

We need to introduce another concept here. The traditional term for the loss of goods under duress at sea is *sacrifice*. As one authority explained in 1824, "a *sacrifice* made for the *preservation* of the ship and cargo is general average."²² Sacrifice can thus be seen as one of the earliest concepts informing notions of collective enterprise and shared risk, well before the earliest example the *OED* gives of *sacrifice* used in the secularized sense of giving up of something for a larger good, in *Romeo and Juliet*. The slaves killed by Collingwood were claimed as general average sacrifice. The discourse of sacrifice permeates every aspect of the *Zong* case. The petition to the Court of Exchequer prepared for the insurers of the ship demanded an inquiry into "whether the said Luke Collingwood did not make a wanton of wicked sacrifice of the Lives of the Said Slaves so thrown into the sea."²³ During the trial Mr. Heywood, counsel for the insurers, applied the term to the case itself: "if your Lordship was to determine in favour of these owners I don't know but Millions of our fellow Creatures may hereafter fall sacrifice to this very Decision' (41–2). We can see this as an attempt to draw out the ambiguous logic of commercial sacrifice in relation to a human cargo. But another topic also intrudes: the comparison between this case and those of maritime peril in which crew members are sacrificed by lot—a form of sacrifice that we might see as offering a parallel with general average.

Two issues were important here. The most telling legally was the nature of the emergency that caused the slaves to be jettisoned. General average sacrifice applies only to situations of immediate peril. The situation was not, counsel for the insurers suggested, catastrophic; no one was on short rations; water was available within sailing distance; more slaves were killed after the "providential shower" of December 1. The second issue was the nonrandom nature of the selection of slaves. Davenport argued that

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174 • Tim Armstrong

“[t]here never was a Moment of short Allowance for that is the only thing that I call actual necessity—then one easily sees why the slaves are to go first & why the sick ones are to go or those that would sell for the least Money are to go before the more Healthy and Valuable[,] one easily sees when this Captain had missed Jamaica” (8–9). It was awareness of that he had “lost his Market” that determined and structured Collingwood’s actions.

Why is randomizing the selection of slaves so important to the argument? General average sacrifice is supposed to be enacted under pressure: One seizes the goods nearest to hand for jettison rather than (say) carefully sorting out the cheapest cargo. Random selection thus might be seen as way of mimicking a state of emergency, disguising human agency as Nature. But there is more to it than this, since slaves are of course human beings who exist as part of a collectivity on a ship. Pigot raised the issue of randomizing selection via a recent well-known precedent: the case of Captain J. N. Inglefield and the Royal Navy ship *Centaur*. The *Centaur* sailed from Jamaica in September 1782, and after a gale became leaky lost her mast and rudders; as she was sinking, Inglefield and some others got off in a pinnacle, which drifted for weeks without food and water.²⁴ For Pigot—ignoring Inglefield’s self-selection for the boat and rumors of cannibalism—this provides a model of action in which collective suffering is morally superior, and the casting of lots a secondary expedient in cases of necessity: “Captain Inglefield distributed that Water as long it lasted equally—Did they even upon the footing of equality cast lots for their Lives? No, they trusted . . . [in Providence]” (29). The Court of Exchequer petition made a similar argument: “And your Orators [the formal term for a petitioner] charge that if there had been an absolute & immediate necessity that any lives should be lost in order to preserve the rest (which your Orators charge was not the case) Lot ought to have been first cast that it might have been known on whom the Lot fell to become sacrificed” (124). Here, the sacrificial logic of lots—of distributing risk randomly—serves as a possible amelioration of murder. In the absence of lots and catastrophe, a selective commercial logic is assumed to operate, and insurance nullified. On the *Zong*, commercial sacrifice becomes blood sacrifice, a targeting of victims who will bear the cost rather than a distribution of risk across the ship.

We will return to the issue of drawing lots. But to draw the argument thus far together, it is clear that the legal position of the slave is unstable: goods and yet not goods; an external threat, but also internal to the ship in terms of general average; an unpredictable risk whose resistance is predictable. The aim of abolitionist discourse is often to draw out these contradictions, and to insist on a confusion of goods and persons. Granville Sharp threatened an indictment for murder over the *Zong* case, and after much protest the recovery of such losses through insurance was legislated

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against in a series of statutes from 1788. Sharp's own protest to the Admiralty insisted on collapsing the distinction between life and property:

*The property of these poor injured Negroes in their own lives, notwithstanding their unhappy state of slavery, was infinitely superior, and more to be favoured in law, than the slave-holders' or slave-dealers' iniquitous claim of property in their persons: and therefore the casting them alive into the sea, though insured as property, and valued at thirty pounds per head, is not to be deemed the case of throwing over goods, &c.*²⁵

A note by Sharp in the record of the case, responding to the solicitor general's claims that the slaves are "real Property," elaborates:

But at the same time it is also the Case of throwing over living Men, and tho' in one sense they may be considered *as goods*, yet this does not alter their existence & actual Rights *as living Men*; so that the property in their Persons is only a limited property, *limited* I say by the necessary consideration of their *human Nature*. . . . (48)

Existence is a key term here, suggesting an actuality that has been destroyed. Indeed, a related distinction had been drawn by Mansfield in his famous judgment on James Somerset (the 1772 case declaring that slavery was such an evil that it could not be legally sustained on English soil in the absence of any "positive law" justifying it). Mansfield distinguished between the contract for sale, which remained a valid commercial document about an abstract person, and "the person of the slave himself," the body that is before the court and over which the owner is exerting "so high an act of dominion" in taking the slave against his or her will to the West Indies. In earlier cases, settled out of court, slaves were produced under a writ of habeas corpus, and Mansfield referred to this point of origin in his judgment.²⁶ For this reason producing the human body, refusing its liminal, contractual, and in-transit status, is central to abolitionist writings and iconography.

Maritime Cannibalism, or Why Eating People Is Wrong

What are we to make of the rather strange comparison between the *Zong* and instances of shipwreck and the drawing of lots? What ties them together is an understanding of the logic of sacrifice in which the pressures of maritime life produce particular sets of decisions. Shipwrecks have regularly produced boatloads of starving passengers and crew, or groups of castaways, who have resorted to cannibalism. Many of those eaten were, of course, already dead, but in numerous cases documented in the huge corpus of shipwreck narratives, it is the living who are killed and eaten, almost

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inevitably after the drawing of lots. This is the “Custom of the Sea,” for centuries regarded as a tragic and horrific but unavoidable part of maritime life. It was only with the prosecution of the crew of the *Mignonette* in 1884, for killing and eating Richard Parker, the ship’s boy, that the practice was judicially condemned.

The question of *why* this hitherto invisible “crime” becomes visible is a complex one. In his magisterial book on the *Mignonette* case, Brian Simpson argues that one reason the legal establishment tried the crew was in order to resist the harsher implications of Social Darwinism and the utilitarian calculus (a calculus of sacrifice that is, we have seen, part of the logic of insurance).²⁷ The sailors had selected Parker because he was closest to death, and he had no dependents. But the final judges, in a highly moralistic argument, demanded that the starving should resist eating others, even if it meant their own death. This is akin to Granville Sharp’s argument against the jettisoning of slaves—evil cannot be justified by necessity. A case of human jettison, involving the male passengers in an overcrowded longboat being thrown into icy seas by the sailors manning it, had already been prosecuted in America.²⁸ But I want to avoid rushing to the conclusion that abolition and cannibalism simply intersect on a humanitarian trajectory in which both are increasingly unacceptable. Instead, we need to investigate the history and theory of eating people.

Simpson reports that popular legend had it that the *Mignonette* survivors were prosecuted because they failed to observe the Custom of the Sea, not drawing lots. Lots are an ancient practice, described as early as the story of Jonah—a precedent raised in defense of the crew by Sir George Baker.²⁹ Central to Jonah is the way in which the lots enact a providential and sacrificial logic. The mariners respond to the storm that the Lord sends by throwing “the wares that were in the ship into the sea, to lighten it of them” (sacrifice). They cast lots in order to ascertain which of them is being punished. When Jonah admits that he is the cause of the tempest, and suggests he be thrown overboard, the sailors at first refuse to do so—this delay is important in later narratives—before crying: “We beseech thee O Lord, we beseech thee, let us not perish for this man’s life,’ adding—and again, this disavowal is significant—’and lay not upon us innocent blood: for thou, O Lord, has done as it pleased thee.’ Jonah is finally tossed overboard, the seas calm, and a religious sacrifice is offered.

This providential pattern is reflected in English sea narratives. *Mr James Janeway’s Legacy to his Friends* (1674) includes a series of stories involving the possibilities of cannibalism. In one, after near starvation, “[t]he Motion is, that which the Marriners, in *Jonahs* Vessel, put in execution, *Come let us cast Lots*, &c. onely with this difference, they cast Lots to find out the delinquent; and these, which of them, should dye first, to be a Sacrifice for

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ravenous Hunger to feed upon: Concluding, as he in that case, *It is expedient for us that one man should dye for the People, and that the whole Ships Company perish not.*" As the marginal reference notes, this echoes the words of the high priest Caiaphas in John 11:50, declaring that Jesus should die so that the people be protected. The sailors cast lots and one is chosen; but the next question is, Who is to execute him? Prayers are offered, and the Lord answers, casting "a mighty Fish into the boat." They starve again, cast lots again (excusing the one "that God hath acquitted"), and this time the Lord sends "a great Bird." After a final set of lots is cast, the third victim is saved when a sail appears. In another narrative in the collection, a comparable story is told: When a ship is stuck in ice, lots are cast but none of the crew wishes to be the executioner; providentially the loser dies as he prays, and taking this as a "good *Omen*" they eat him.³⁰ Sacrifice is made possible without murder, a logic of substitution that persists in some providential narratives up to the nineteenth century.³¹

In the eighteenth century, however, lots become progressively secularized, and doubt as to divination by lot increases. Later commentaries and sermons on Jonah stress that lots are not recommended; they dwell on the humanity of the heathen sailors rather than the violence of their act; their reluctance to abandon Jonah, or to resort to lots. The runner-up for the Seatonian prize in 1825, Edward Smedley, writes in his *Jonah: A Poem*, "him unwillingly they threw / A willing victim to the gulph."³² George Abbott, Archbishop of Canterbury, in his *Exposition upon the Prophet Jonah* (1845) stresses their refusal to single him out, and the fact that they probably cast lots many times to confirm the verdict.³³ In *Man by Nature and by Grace: or, Lessons from the Book of Jonah* (1850), W. K. Tweedie comments that the Hebrew word translated "they took up" (in "they took up Jonah, and cast him into the sea") means "to exalt with respect."³⁴ The limits of the redemptive and sacrificial principle that underlies these actions are thus carefully established: These sailors do not *wish* to kill Jonah; when they do throw him overboard, it is in the name of a higher power rather than individual survival. The scheme that makes Jonah a type of Christ (and his three days in the fish's belly a type of Christ's descent to hell, Matthew 12:39–40) reinforces the sense that this is a symbolic action.

René Girard has argued that this story of sacrifice and substitution underlies much Western mythmaking, at least until its logic is rendered explicit in Christianity. For Girard, Caiaphas's words are those of a political calculus, the "transcendent qualities" of the scapegoat "replaced by the justification of social utility"³⁵—precisely that which was condemned on the *Mignonette*. And indeed, if one looks at the operation of lots in a range of shipwreck narratives, one comes to see that it conceals a harsh scapegoating in which the expendable are made to carry the burden. As Neil Hanson

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178 • Tim Armstrong

urbanely remarks, “certain features recur in almost every instance.” Despite the ritual of drawing lots (that is, a supposedly random distribution of victims), an almost inevitable order interposes itself: Black people are eaten first; then cabin boys and women; steerage passengers are eaten before crew; then unpopular seamen and ancillary crew (cooks, and so on); with ordinary seamen and officers last.³⁶ The ritual of lots, that is, conceals the operation of power as chance even as it reveals itself within the individuals whose bodies are consumed.

Perhaps the most notorious example of racialized cannibalism of the kind suggested by Hanson’s list is the wreck of the *Peggy* in 1765–6, one of the sources of Poe’s *The Narrative of Arthur Gordon Pym*. On board the drifting wreck, the first and (as it turned out) only person to be killed was the slave Whitshire. The comments of the captain and his owner David Harrison nicely demonstrates the logic of sacrifice disguised as chance:

[T]hey had taken a chance for their lives, and the lot had fallen on a Negro, who was part of my cargo.—The little time taken to cast the lot, and their private manner of conducting the decision, gave me some strong suspicions that the poor Ethiopian was not altogether treated fairly;—but, on recollection, I almost wondered that they had given him even the appearance of an equal chance with themselves.³⁷

At the end of Harrison’s printed narrative is, nevertheless, a legalistic “Protest for their indemnity” on behalf of the owners, including an insistence that the death of Whitshire *is* general average sacrifice:

I, the said Notary, at his request do hereby solemnly protest, that all damage, loss, detriment, and prejudice, that shall, or may have happened, for, or by reason or means of the total loss of his before-mentioned sloop *Peggy* and her cargo; or the killing of the before-mentioned Negro slave, or black man, is, and ought to be, borne by the merchants, freighters, and others interested therein; the same having accrued in manner herein before particularly set forth, and not by or through neglect, default, concurrence, direction, or mismanagement of him, the appearer. . . . (54–5)

A similar example is provided by William Boys’s account of the loss of the *Luxborough Galley*, destroyed by fire in 1727. She was a slaver for the South Sea Company carrying six hundred slaves; after off-loading in Jamaica, she joined the navy. “Two black boys” who were sent for rum spilled some and decided to see if the liquid burned, creating an explosion. One boat got off, with twenty-two on board. On day five it was stormy and it was proposed “to throw overboard the two black boys . . . in order to lighten the boat”—on the model of Jonah (9). The boys naturally opposed this; they cast lots (though the captain refused to sanction the act). In any event, before anyone was killed, one of the boys and another man died; they and the subsequent dead were eaten before six survivors landed in

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Newfoundland. The case of the *Mary*, reported in the *Gentleman's Magazine* in 1737, is an equally routine scapegoating. The slaver foundered off the Canaries; her cargo of slaves, who had been manning the pumps, were left to sink.³⁸ Eight crew members escaped in a boat and after some weeks began to eat each other. "Our Hunger then being intolerable, we were forc'd to kill one of our Companions to eat, and it was agreed together to begin with one of the Portuguese."³⁹ Even in texts in which the pathos of shipwreck is the subject, eating black people is acceptable. In a popular narrative, at least partly factual, *The Surprising yet Real and true Voyages and Adventures of Monsieur Pierre Viaud, A French Sea-Captain* (1771), it is the black servant who is bludgeoned to death by the hero and the female survivor for food—after the narrator has thought of the maritime custom of casting lots.⁴⁰ The 1774 American edition of this text binds it with Falconer's *The Shipwreck* under the heading "To the Sentimentalist in America," and indeed the narrative has many appeals to sentiment. But while Viaud calls himself a "barbarian" for killing his servant, the necessity (and legality) of doing so is never an issue.

Elsewhere, a rather different but closely related version of scapegoating operates, in which the person chosen by lot escapes because of the supposed willing intervention of another, usually a dispensable outsider. The popular maritime ballad known in English as "The Ship in Distress" (and under many different titles in versions in other European languages) is described by Brian Simpson:

In most versions, the intended victim escapes at the last minute, or his escape is assumed, but the details differ. In some the lot falls on the captain; the cabin boy offers himself as a substitute, climbs the mast for a last look around, sees the Towers of Babylon and the captain's daughter, and marries her. In others the boy is offered the daughter and money as reward for acting as a substitute but asks for the ship instead. . . . A Scandinavian version has the king of Babylon in command; lots are drawn, and the unfortunate seaman who draws the fatal lot cannot decently be eaten, since he is closely related to the other sailors; one who is not related offers to die in his place and is sacrificed.⁴¹

This ballad has, it seems to me, a late recension in the "Titanic Toast," the oral recitation that circulated in African American communities soon after the *Titanic* went down in 1911. Its many versions describe Shine, a black stoker on this ship with no black crew. When the ship strikes the iceberg, he starts swimming, ignoring the pleas of the captain—who offers him his daughter and money—and passengers; he outswims the sharks and when the news breaks is drunk in a bar in New York. As Steve Beil and others have shown, this ballad relates to a widespread sense that the *Titanic* was the ship of Anglo-Saxon supremacy, as well as to reports that Jack Johnson, the black heavyweight, had been refused passage.⁴² One might

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also link it to the decline, since the 1850s, in black participation in the merchant marine. But seeing it as “signifying” on “The Ship in Distress” also enables us to read it as a refusal of substitution and sacrifice: This black underling is not going to offer his place to *anyone*.

In the cases described above, the lack of comment on the collective decisions made is, perhaps, simply what one would expect: a version of the rapaciousness of slavery that in Equiano’s *Interesting Narrative* is figured as a vision of white cannibalism. What is covered up is a sacrificial logic in risk is not shared equally; it is redistributed toward the bodies of the socially and commercially dispensable—bodies that disappear. Where the presence of the victimized body can be reinserted into this story is in relation to a topos that I would christen “fresh meat.” An example is provided by the wreck of the *Nottingham Galley* in 1710, which left a group of sailors on Boon Island off New England.⁴³ When a rescuer arrives on the rock, “as they were passing on towards the tent, the man casting his eye on the remains of the flesh, exposed to the frost on the summit of the rock, expressed his satisfaction at their not being destitute of provisions; and the master acquiesced in the justice of his sentiments, without unravelling the mystery.” This wreck combined, interestingly enough, cannibalism and suggestions of insurance fraud. The master, John Deane, stressed that he was persuaded to divide the corpse of the carpenter only after entreaties from the crew and after “Abundance of mature Thought and Consultation”; he portrays himself as the hero of the hour, presiding over an unruly crew and spotting rescuers.⁴⁴ Three of the crew members, including the mate and boatswain, published an opposing account stressing the master’s cowardliness and negligence, and claiming that the ship was overinsured and could therefore be wrecked at a profit; that in fact Deane had attempted to lose the ship earlier.⁴⁵ They also, implicitly, link the alleged fraud to meat hunger: In their account, he initiates the flesh eating, telling them it is no sin, and it is reported that “he barbarously told the Children in his Lodging, that he would have made a Frigassy of them if he had “em in Boon Island’ (18, 24). The narrative written by Deane and his brother Jasper (the main owner of the ship) has a rebuttal, probably added after the type was set up, claiming that the ship was not overinsured and that no one would deliberately wreck a ship on a remote spot, “where ‘twas more than Ten Thousand to one, but every Man had perish’d’ (22).

In a later example, the *Narrative of the Shipwreck and Suffering of Miss Ann Saunders* (1827), the frisson of cannibalism is tinged with what can only be described as a healthy pleasure in feminine fortitude. As the title page states, Saunders

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was a passenger on board the ship *Francis Mary*, which foundered at sea on the 5th Feb. 1826, on her passage from New Brunswick to Liverpool. Miss Saun-

Slavery, Insurance, and Sacrifice in the Black Atlantic • 181

ders was one of the six survivors who were driven to the awful extremity of subsisting 22 days on the dead bodies of such of the unfortunate crew as fell victims to starvation—one of whom was a young man to whom she was soon to be joined in marriage.⁴⁶

The cannibalism began on day seventeen; Saunders—like Jonah’s crew—resists for a day, but then takes not only to the eating of the dead but also to their preparation. In what seems like a bizarre parody of the “one flesh” of marriage, she pleads her claim to “the greater portion of his [her fiancée’s] precious blood, as it oozed, half congealed, from the wound inflicted upon his lifeless body!!” Later, as the only person left on her feet, the “office” of cutting up the flesh falls to her. Her friend Mrs. Kendall also shows more pluck than most, eating the brains of a seaman and “declaring . . . that it was the most delicious thing she had ever tasted!” Rescue comes in the form of HMS *Blonde*. Here again is “fresh meat”:

When relieved, but a small part of the body of the last person deceased remained, and this I had cut as usual into slices and spread on the quarter deck; which being noticed by the Lieutenant of the Blonde . . . and before we had time to state to him what extremities we had been driven, he observed “you have got, I perceive, fresh meat!” but his horror can be better conceived than described when he was told that what he saw, were the remains of the dead body of one of our unfortunate companions. . . .⁴⁷

The lieutenant may have been shocked; his captain might not have been: He was Lord Byron, inheritor of the title of the poet who had written of maritime cannibalism so graphically in *Don Juan*.

The visibility of the flesh of the dead has a counterpoint in stress on the actuality of violent sacrifice in the *Zong* case, most memorably depicted in Turner’s famous painting *Slavers Throwing Overboard the Dead and Dying*, said to have its origins in the case and in the many descriptions of sharks savaging bodies in abolitionist poetry. In both the cannibal feast and the dead body of the slave, what is involved is a materialization of social metaphor; and perhaps also a vision of that which resists exchange—the abject body that cannot be adequately symbolized within society’s vision of what bodies are for.

We can draw some tentative conclusions from the linkage of sacrifice in insurance, lot drawing, and cannibalism that I have attempted to sketch. Sacrifice at sea is the original model for all risk in insurance; it corresponds to the sacrificial premium we all make so that others (or ourselves) are compensated in the event of disaster; so that, as well, a system of contractual kinship may be maintained. Susan Mizruchi characterizes life insurance as “an act of sacrificial protection,” at once a symbolic warding off of

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evil and a way of conceiving community and welfare within a humanitarian calculus.⁴⁸ This seems right; the stated legal principle underlying insurance is, after all, “the insurer”’s standing exactly in the place of the assured; a form of legally enforceable sympathetic identification. But in the case of life insurance the question of compensation is more troubled: Others may be compensated, but that demands a victim whose losses are total, except to the extent that insurance reflects familial and social connectedness (we die happy knowing at least that others around us are secure). One name for the negative component of this victimage is slavery: the fate of the actual slave, who owes nothing to his owners; whose insurance involves no reciprocity; but perhaps also, in lesser degree, slavery as a metaphor for the subordination of person to another person, job, or social role; the sacrifice made by what Hegel calls the unhappy consciousness, the element of the self that denies social valuation, a value not defined by self-identity.

Another form of sacrifice at sea, the drawing of lots before the person is killed and ingested, provides a dark model here—a model in which the supposedly random operation of fate is mimicked by the lot, but which is in fact susceptible to human manipulation and scapegoating. And while scapegoats may be portrayed as willing, as in “The Ship in Distress” and indeed in many shipwreck narratives, this is always a point at issue, and the story often seems to conceal a violent subordination. When human beings secularize the distribution of risk and compensation, insurance becomes a reflection of social reality rather than a transcendent principle. In the case of the *Zong*, both of the definitions referred to above—commercial sacrifice; the sacrifice of bodies—were at work, as the lawyers involved seemed to know. The problem of distributing burdens is always predicated on the question of who is inside and who outside the circle of the assured (as Mizruchi makes clear when she points out that the Nazis forbade insurance on Jews). This is the case for slaves, but as we have seen, simply to ask the question, “Is a slave insurable, and under what circumstances?” is also to engage in a potential identification—which means that the famous slave insurance cases form part of a progressive history. In a culture of compensation, all losses must ultimately be covered, or leave a traumatic remnant—which is why the issue of reparation is still with us.

Notes

1. See Todd L. Savitt, “Slave Life Insurance in Virginia and North Carolina,” *Journal of Southern History* 43 (1977), 583–600; Robert S. Starobin, *Industrial Slavery in the Old South* (New York: Oxford University Press, 1970).
2. Vivian A. Rotman Zelizer, *Morals and Markets: The Development of Life Insurance in the United States* (New York: Columbia University Press, 1979).
3. This question is asked, but not clearly answered, by Michael Sean Quinn, “Examining Slave Insurance in a World 150 Years Removed,” *Insurance Journal*, July 24, 2000.

Slavery, Insurance, and Sacrifice in the Black Atlantic • 183

4. On the evolution of these terms, see Robert Dover, *A Handbook to Marine Insurance* (London: Whiterby, 8th rev. ed., 1987).
5. Geoffrey Clark, *Betting on Lives: The Culture of Life Insurance in England, 1695–1775* (Manchester: Manchester University Press, 1999), 19.
6. Clark, *Betting on Lives*, 22; Zelizer, *Morals and Markets*, 68–72.
7. *The Marine Insurance Code of France, 1681*, trans. Douglas Barlow (Willodale, Ontario: author, 1989), 22–3. Barlow notes that Article 9 was largely copied from the *Guidon de la Mer*, a collection of precedents dating from the 1500s.
8. John Wesket, *A Complete Digest of the Theory, Laws and Practice of Insurance* (London: Frys, Couchman and Collier, 1781), 72.
9. Zelizer, *Morals and Markets*, 71.
10. To some extent this history is also written into the history of the term *person*, which originally referred to a mask or persona, someone who acts a part, but later also referred to the body of a person (as opposed to the soul), and then to “the actual self or being of a man or woman” (*OED* 5), often used reflexively (‘his own person’). The person is thus part of a history in which the self emerges as personal property; it achieves identity with it-self.
11. See *Tatham vs. Hodgson* (1796), Charles Durnford and Edward Hyde East, *Term Reports in the Court of King’s Bench* (London: J. Butterworth, 4th ed., 1794–1802), VI 656, in which slaves starved to death after a voyage was extended from six to nine weeks to more than six months. The judges ruled that it would undermine the recent act if the claim was allowed, since it meant that “every person going on this [or any] voyage should find his interest combined with his duty” (Lord Kenyon, 658); “natural death” thus must include starvation. Judge Lawrence stressed that “I do not know that it was ever decided that a loss arising from a mistake of the captain was a loss within the perils of the sea,” citing the *Zong* case (659)—implying that a Captain is to blame even in such an extreme case. See also Lawrence R. Baily, *Perils of the Sea, and their Effects on Policies of Insurance* (London: Effingham Wilson, 1860), 197–8.
12. Herbert Klein, *The Middle Passage: Comparative Studies in the Atlantic Slave Trade* (Princeton, NJ: Princeton University Press, 1978), 153.
13. Wesket, *A Complete Digest*, 525, 11.
14. *Jones vs. Schmoll*, Guildhall Tr. Vac. 1785, Durnford and East, *Term Reports*, I 130n; James Allan Park, *A System of the Law of Marine Insurances* (London: T. Whieldon, 1787), 56.
15. See Howard Jones, “The Peculiar Institution and National Honor: The Case of the Creole Slave Revolt,” *Civil War History* 21 (1975), 28–50; Maggie Montesinos Sale, *The Slumbering Volcano: American Slave Ship Revolts and the Production of Rebellious Masculinity* (Durham, NC: Duke University Press, 1997), chs. 3 and 5; also John Cullen Gruesser, “Taking Liberties: Pauline Hopkins’s Recasting of the Creole Rebellion,” John Cullen Gruesser (ed.), *The Unruly Voice: Rediscovering Pauline Elizabeth Hopkins* (Urbana: University of Illinois Press, 1996), 98–118. Douglass’s “The Heroic Slave” has received extensive commentary.
16. See Robert D. Meade, *Judah P. Benjamin: Confederate Statesman* (New York: Oxford University Press, 1943), 40–2.
17. *Supreme Court: Edward Lockett vs. Merchants’ Insurance Company*. Brief of Slidell, Benjamin and Conrad, for Defendants (New Orleans: n.p., 1842), 26–7. Ironically, Benjamin was himself later a slave owner and defender of the institution.
18. Boulay Paty, cited *Lockett vs. Merchants’ Insurance Company*, 33.
19. *Thomas McCargo vs. Merchants’ Insurance Company* (New Orleans: n.p., 1842).
20. The appeal hearing took place on May 22, 1783; there is no record of a second case, and it is usually presumed the owners withdrew their case. See James Allan Park, *A System of the Law of Marine Insurances* (London: T. Whieldon, 2nd ed., 1790), 62; Sylvester Douglas, *Reports of Cases Argued and Determined in the Court of King’s Bench*, Vol. 3 by Henry Roscoe (London: S. Sweet and Stevens and Sons, 1831), 233–5; and Robert Weisbord, “The Case of the Slave-Ship *Zong*, 1783,” *History Today* 19 (1969), 561–7. Statutes subsequently passing included 30 G. 3, c. 33, f. 8 and 34 G. 3, c. 80, f. 10 prohibiting any losses due to throwing overboard, ill treatment, or natural death.
21. The account here draws on the bound set of manuscript records of the case Granville Sharp had made from shorthand transcripts, “In the King’s Bench, Wednesday May 21 1783” and other documents, National Maritime Museum, London, Rec/19. These are the “vouchers” that Sharp attached to his protest to the Admiralty: see Prince Hoare, *Memoirs of Granville*

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184 • Tim Armstrong

- Sharp, esq.* (London: Henry Colburn, 1820), 242–4, appendix 8. Abbreviated forms have been spelled out.
22. William Benecke [of Lloyds], *A Treatise on the Principles of Indemnity in Marine Insurance, Bottomry and Respondentia* (London: Baldwin, Cradock and Joy, 1824), 168.
 23. Voucher 1, Plea to the Court of Exchequer, Hilary Term 23 Geo. 3, in Sharp Records, 132.
 24. See *Captain [J. N.] Inglefield's Narrative, Concerning the Loss of His Majesty's Ship the Centaur, of Seventy-Four Guns. . . a new edition* (London: J. Murray, 1783).
 25. Hoare, *Memoirs of Granville Sharp*, appendix 8, n.p.
 26. Peter Fryer, *Staying Power: The History of Black People in Britain* (London: Pluto, 1984), 125; Edmund Heward, *Lord Mansfield* (Chichester: Barry Rose, 1979), 146.
 27. A. W. Brian Simpson, *Cannibalism and the Common Law* [1984] (London: Hambledon Press, 1994), 251–2.
 28. The case of the *William Brown* (U.S. vs. Holmes), described in Simpson, *Cannibalism*, 162.
 29. Simpson, *Cannibalism*, 249.
 30. *Mr James Janeway's Legacy to his Friends, Containing Twenty Seven Famous Instances of God's Providences in and about Sea Dangers and Deliverances, with the Names of Several that were Eye-Witnesses to many of them. Wereto is Added a Sermon on the same Subject* (London: Dorman Newman, 1674), 3–6, 15.
 31. See, for instance, *Melancholy Shipwreck, and Remarkable Instance of the Interposition of Divine Providence* (1834), related by Mrs. Mathews, a missionary's wife bound for India from Portsmouth. After sixteen days in an open boat, lots are proposed. She then gets them to defer a day and prays. They prepare lots, she gets another hour for prayer, and a sail appears.
 32. Edward Smedley, *Jonah: A Poem* (London: John Murray, 1815), 6. The winning poem, by James W. Bellamy, manages not to mention the lots and Jonah's ejection. Neither is the issue raised in Jacob Durché's 1781 Humane Society sermon, on Jonah 2:5–6, which simply offers a moralization of straying.
 33. George Abbott, D.D., *An Exposition upon the Prophet Jonah*, 2 vols. (London: Hamilton, Adams, 1845), vol. 1, 90; compare Thomas Harding, *Expository Lectures on the Book of Jonah* (London: A. Heylin, 1856), 45.
 34. Rev. W. K. Tweedie, *Man by Nature and by Grace: or, Lessons from the Book of Jonah* (Edinburgh: Johnstone & Hunter, 1850), 72–3.
 35. René Girard, *The Scapegoat* (London: Athlone Press, 1986), 113.
 36. Neil Hanson, *The Custom of the Sea* (London: Doubleday, 1997), 138.
 37. David Harrison, *The Melancholy Narrative of the Distressful Voyage and Miraculous Deliverance of Captain David Harrison of the Sloop Peggy* (London: James Harrison, 1766), 23. The case is discussed in Peter Thompson, "No Chance in Nature: Cannibalism as a Solution to Maritime Famine c. 1750–1800," Tim Armstrong (ed.), *American Bodies: Cultural Histories of the Physique* (New York: New York University Press, 1996), 32–44.
 38. *Gentleman's Magazine* 89 (July 1737), 449–50.
 39. Other examples include the *Francis Spaight* (1835), where the sailors bled and ate their way through four crew, beginning with a probably rigged ballot among the cabin boys; the *Exuine* and *Cospatrick*; and the *Sallie M. Stedman* off Cape Hateras in 1878, where a black sailor went mad and was killed and eaten. For others, see Simpson, *Cannibalism*, 128–33, 139; Hanson, *The Custom of the Sea*.
 40. On the text's status, see the introduction to *Shipwreck and Adventures of Monsieur Pierre Viaud*, trans. and ed. Robin F. A. Fabel (Pensecola: West Florida University Press, 1990).
 41. Simpson, *Cannibalism*, 141.
 42. Steve Beil, *Down with the Old Canoe: A Cultural History of the Titanic Disaster* (New York: W. W. Norton, 1996).
 43. *A Narrative of the Shipwreck of the Nottingham Galley, &c, publish'd in 1711. Revised and reprinted with additions in 1726* (London: n.p., n.d.), 20. On the case generally, see R. H. Warner, "Captain John Deane and the Wreck of the Nottingham Galley: A Study of History and Bibliography," *New England Quarterly* 68 (1995), 106–17.
 44. *A Narrative of the Sufferings, Preservation and Deliverance of Capt. John Dean and Company* (London: R. Tookey, n.d. [1711]).
 45. *A True Account of the Voyage of the Nottingham-Galley of London, John Dean Commander, from the River Thames to New-England* (London: S. Popping, n.d. [1711]). A pirated version of Deane's account, condensing it and converting the first person to third, appeared: *A Sad*

Slavery, Insurance, and Sacrifice in the Black Atlantic • 185

- and Deplorable, but True Account of the Dreadful Hardships, and Sufferings of Capt. John Dean, and his Company, on Board the Nottingham Galley* (London: J. Dutton, 1711).
46. *Narrative of the Shipwreck and Suffering of Miss Ann Saunders* (Providence, RI: Z. S. Crossman, 1827). Various editions of this narrative appeared, as well as accounts in the press. One could compare this marital communion to that in the wreck of the *George*, 1822: “Her wretched husband was compel’d / Her precious blood to taste” (quoted in Simpson, *Cannibalism and the Common Law*, 117).
 47. *Shipwreck and Suffering*, 19–20. A letter from Lieutenant (later Rear Admiral) R. F. Gambier, describing the rescue, is in the National Maritime Museum, MS 73/073.
 48. Susan L. Mizruchi, *The Science of Sacrifice: American Literature and Modern Social Theory* (Princeton, NJ: Princeton University Press, 1998), 256, 303–7.

