

FIRE POLICY.

THE
NEWCASTLE AND NORTH OF ENGLAND
Insurance Company,

Honorary Directors.
GUTHBERT RIPPON, Esq., M. P.
JOSEPH PEASE, Esq., M. P.
JACOB MAUDE, Esq., Selaby Hall
HUMBLE LAMB, Esq., Ryton.
GENERAL AUSTIN, Deckham Hall.
WM. THOS. SALVIN, Esq., Croxdale Hall.
R. S. SURTEES, Esq., Hamsterley Hall.

SUM INSURED.

£ 5000

No. 1177

FIRST PAYMENT.

Payment received by the Company on granting this Policy for the Insurance of the Property under-mentioned, from the twenty fifth of December 1837 to the twenty fifth of December 1838

	£.	s.	d.
Premium.....	3	15	--
Duty	7	10	--
Policy			
	£	11	5



INSTITUTED AT NEWCASTLE UPON TYNE,
12TH NOVEMBER, 1835.

Capital, £300,000., in 12,000 Shares of £25. each.

Directors.
MR. ROBERT COULSON. MR. NATHANIEL HIND-HAUGH.
MR. JAMES SILLUCK. MR. WM. B. PROCTOR.
MR. GEORGE BARGATE. MR. JAMES FINLAY.
MR. HENRY NAIRN. MR. JOSEPH SHIELD.
MR. JOHN F. LEADBITTER. MR. JOSEPH ARUNDALE.
MR. JOHN MOUNTAIN. MR. WM. ROBSON.
MR. EDWARD LOWREY.

Trustees.
MR. WM. MOUNTAIN, MR. CHARLES HENRY COOKS, and MR. JOSEPH GROTE.

Auditors.
MR. THOMAS PATTISON, MR. GEORGE CURRIE, and MR. RALPH WILSON.

HENRY A. MITCHELL,
SECRETARY.

RENEWAL PAYMENT.

Payment to be made for the Renewal of this Policy on the twenty fifth of December 1838

	£.	s.	d.
Premium.....	3	15	--
Duty	7	10	--
	£	11	5



Whereas *Thomas Richardson and James Coxon, of Newcastle upon Tyne, Linen Drapers*

are desirous to effect Insurance with THE NEWCASTLE AND NORTH OF ENGLAND INSURANCE COMPANY against Loss by Fire, for a Period, commencing from the twenty fifth Day of December one thousand eight hundred and thirty seven, and ending on the twenty fifth Day of December one thousand eight hundred and thirty eight, and renewable from Time to Time, if the Directors of the said Company shall think proper to renew the same, viz. on

Their Stock-in-Trade in their Shop and Ware Rooms above and underneath, Brick built and slated, and no Store therein, situate N^o 31, Mosley Street, Newcastle upon Tyne, aforesaid Five Thousand Pounds £ 5000

And Whereas the said *Thomas Richardson and James Coxon* have accordingly paid at the Company's Office, and Newcastle the Sum of Three Pounds Fifteen Shillings (exclusive of Duty) being the Premium for such Insurance.

Now We, The Three Directors of the said Company, whose Hands are hereunto subscribed, DO hereby agree with the said Insured, that WE the said Directors will, in case, during the Continuance of this Policy, the Property hereinbefore described, or any Part thereof, shall be burnt, destroyed, or damaged by Fire, pay or reinstate and make good to the said Insured, *their* Heirs, Executors, Administrators or Assigns, out of the Funds or Property of the said Company, all such Loss or Damage as the said Insured shall suffer or sustain by such Fire, not exceeding in the Whole the Sum of

Five Thousand Pounds and not exceeding in any Case the Sum specifically stated against each Property hereinbefore described.

Provided always, That the Funds or Joint Stock of the said Company for the Time being shall alone be answerable to the Demands thereupon under this Policy, according to the Tenor of the Deed of Settlement of the said Company, bearing Date the 18th December, 1835, and enrolled in the High Court of Chancery, any Thing contained in this Policy to the contrary notwithstanding.

Provided also, That this Policy, and the Insurance hereby effected, shall, at all Times, and under all Circumstances, be subject to the Conditions of Fire Insurance printed and endorsed hereon, in the same Manner as if the Same were here actually repeated.

In witness whereof, We have hereunto set our Hands, the thirteenth Day of January in the Year of our Lord one thousand eight hundred and thirty eight

RECEIVED at the same Time, the Sum of Seven Pounds Ten Shillings for Duty on this Policy for the Commissioners of the Stamp Duties, according to the Acts of Parliament imposing the Same.

Entered *GE*

Exd. *MA*

Robert Carbon
John F. Leadbitter
James Silluck

TERMS OF FIRE INSURANCE.

COMMON INSURANCES.—1. Buildings covered with Slates, Tiles, or Metals, and built on all Sides with Brick or Stone, and wherein no hazardous Trade or Manufacture is carried on, or hazardous Goods deposited.

2. Goods in Buildings as above described, such as Household Goods, Plate, Jewels in private Use, Merchandise, and Stock and Utensils in Trade not hazardous, 1s. 6d. per Cent. per Annum, with certain Exceptions.

HAZARDOUS INSURANCES.—Buildings of Timber or Plaster, or not wholly separated by Partition Walls of Brick or Stone, or not covered with Slates, Tiles, or Metals, and thatched Bars and Outhouses, having no Chimney, nor adjoining to any Building having a Chimney, and Buildings falling under the Description of Common Insurance, but in which some hazardous Trade or Manufacture is carried on, such as Brewers (without a Steam Engine), Bread and Biscuit Bakers (not Sea Biscuit Bakers), Bottlers and Packers of Wine, Spirits, or Beer, Chemists (without Laboratory), Innkeepers, Maltsters (who make Pale Malt only), Oilmen, Pawnbrokers, Stable Keepers, and certain Others; or in which hazardous Goods are deposited as the Stock and Utensils in the above Trades; and also Tallow, Pitch, Tar, Hemp, Flax, Rosin, and Turpentine; Hay, Straw, and all Manner of Fodder, and Corn unthrashed; Apothecaries' Stock, and Oil; and Wine and Spirituous Liquors as Merchandise, with certain Exceptions, at 2s. 6d. per Cent. per Annum.

DOUBLY HAZARDOUS INSURANCES.—1. Buildings. All Thatched Buildings having Chimnies, or communicating with or adjoining to Buildings having one, although on hazardous Trade shall be carried on, nor hazardous Goods deposited therein; and all hazardous Buildings in which hazardous Goods are deposited, or hazardous Trades carried on.

2. Goods. All hazardous Goods deposited in hazardous Buildings, and in thatched Buildings having no Chimney, nor adjoining to any Building having a Chimney.

3. Trades and their Stock and Utensils. Such as Maltsters (who make Brown Malt), Tallow Chandlers, Coach Makers, Joiners, Cabinet Makers, Coopers, Rope Makers, Cork Cutters, and certain Others: also China, Glass, and Earthenware, Saltpetre, and Waggons with their Contents, at 4s. 6d. per Cent. per Annum, with certain Exceptions.

The Government Duty payable in Addition to Premium is 3s. per Cent.

FARMING STOCK, on any Part of a Farm, may be insured at 2s. per Cent., and is by Law free of Duty.

SPECIAL RISKS.—Insurances may also be made by Special Agreement on the following Risks and others of a similar Description, viz: on Mills of all kinds, and the Stock and Utensils in them; also on Buildings containing Kilo, Steam Engine, Stove, or Oven used in any Manufacture, and the Stock therein; Sugar Refiners, Sea Biscuit Bakers, Distillers, Varnish Makers, Chemists, Laboratories, Theatres, Flax Dressers, &c., &c.

Ships, Steam Vessels, and Craft (in Harbour or Dock), with their Contents, insured by Agreement.

* * * This Company holds itself responsible for Loss or Damage by Lightning.

N. B.—Gunpowder and Buildings in which it is made, Books of Accounts, Bonds, Bills, and Notes, are not insured on any Terms, nor is the Company answerable for Damage produced by Explosions of Gunpowder.

Where Persons have been previously insured, no Charge will be made for Policies on bringing Insurances to this Office, nor will any Payment be required beyond Premium and Duty when the Sum to be insured amounts to or exceeds £300.

CONDITIONS OF FIRE INSURANCE referred to in this POLICY.

1. The Insurer having given his Name, Place of Abode, and Occupation, is required to state distinctly the particular Circumstances of Risk, arising from the Situation or Construction of the Premises, or Nature of the Trade carried on, or Goods therein, so that the Risk may be perfectly understood. If not so expressed, or if any Misrepresentation be given, so that the Insurance be effected upon a lower Premium than ought to have been paid—or if the Buildings or Goods be described in the Policy otherwise than as they really are—or if after an Insurance shall have been effected, the Risk shall be increased by the Erection of any Stove, the carrying on of any hazardous Trade, the Deposit of any hazardous Goods, or any hazardous Communication, and the same be not duly made known to the Office, no Benefit shall arise to the Insured from his Policy.

2. The Charges for Premium and Duty on Insurances made with this Company are to be calculated from the Day on which the same may be effected, till the Quarter-Day then next ensuing, and for one Year, or for several Years, from such Quarter-Day, as may be agreed on; and unless the future Payments for Renewal of such Policies be made within 15 Days after the Day limited for their Expiration the Insurance shall cease.

3. No Insurance will be considered in force until the Premium and Duty be actually paid. No Receipts are to be taken but such as are printed and issued from the Office, and signed by the Secretary, or one of the Clerks or Agents of the Company.

4. If Property insured by any Policy of this Company should pass by Death, Assignment, or otherwise, into new Hands, the Interest in the Policy may be preserved to the Successor, provided such Succession be allowed by Endorsement on the Policy at the Office, but not otherwise; and if Goods insured be removed to a new Situation, such Removal must be allowed by a similar Endorsement, and a suitable Premium paid if the Risk be increased.

5. Persons insuring Property with this Company must give Notice of any other Insurance made elsewhere on the same, and cause such other Insurance to be endorsed on their Policies, so

that each Office shall be liable to the Payment only of a rateable Proportion of any Loss or Damage which may be sustained; and unless such Notice be given, the Insured will not be entitled to recover in Case of Loss.

6. Goods held in Trust, or on Commission, must be insured as such, otherwise the Policy will not extend to cover such Property.

7. No Loss or Damage will be paid on Fire happening by any Invasion, foreign Enemy, civil Commotion, Riot, or any Military or usurped Power whatever.

8. The Company will not be answerable for any Loss or Damage by Fire that may happen to any Hay, Corn, Seed, or other Property, by the natural Heating thereof.

9. Printed Books, Jewels, Plate, Trinkets, China, Glass, Medals, or other Curiosities, Paintings, Drawings, and Sculptures, are not included in any Insurance, unless they are specified in the Policy.

10. All Persons insured by this Company, sustaining any Loss or Damage by Fire, are forthwith to give notice at the Office in Newcastle, and as soon after as possible to deliver in as particular an Account of the Loss or Damage as the Nature of the Case will admit of, and make Proof of the same by their Oath or Affirmation, and by their Books of Accounts, Vouchers, or other Evidence, as shall be required by the Directors of this Company; and if there appear any Fraud or false Swearing, the Claimant shall forfeit all Benefit under the Policy.

11. Persons insured by this Company, who may suffer Loss, will receive their Indemnity promptly, without Deduction or Discount; but in every Case of Loss the Company will reserve to itself the Right of Re-instatement or Payment in Money, as they may consider expedient.

12. If any Difference shall arise with respect to any Claim for Loss or Damage by Fire, it shall be submitted to Arbitrators, indifferently chosen, whose Award shall be conclusive.