

CHURCH OF ENGLAND



Life and Fire Assurance

TRUST AND ANNUITY INSTITUTION.

EMPOWERED BY SPECIAL ACT OF PARLIAMENT, 4 & 5 VICTORIA, CAP. XCII.

No. 1411

Life of Another.—Short Terms.

Premium . £ 15. 10. 0

Date 24th February 1846

Sum Assured . £ 1500.

Whereas

Henry Smythe, of Grosvenor Street, Strand, in the County of Middlesex, Esquire

being interested in the Life of Emma Margaret Kingsley, of Brompton, near Mrs. Wilson hath proposed to effect an Assurance with the CHURCH OF ENGLAND LIFE AND FIRE ASSURANCE, TRUST AND ANNUITY INSTITUTION, in the Sum of One Thousand Five Hundred Pounds upon the Life of the said

Emma Margaret Kingsley for the Term of Three Years; and hath delivered at the Office of the said Institution, a statement in writing signed by himself and bearing Date the fourteenth Day of February instant, which Declaration the said Assured hath agreed shall be the basis of the contract between himself and the said Institution.

And Whereas, The said Assured hath paid at the Office of the Institution the Sum of Twenty five Pounds and Ten Shillings as a Premium for the said Assurance until the Twentyfourth Day of February, One Thousand Eight Hundred and Fortyseven.

Now this Policy Witnesseth, That if the said Emma Margaret Kingsley shall die before or upon the Twentyfourth Day of February, in the Year One Thousand Eight Hundred and Fortyseven, or shall live beyond such day, and the said Assured, or his Assigns, shall on or before that day, and at or before the expiration of every succeeding Calendar Months, during the said term of Three Years, and during which the said Emma Margaret Kingsley shall be living, pay at the Office of the said Institution the Premium of Twenty five Pounds and Ten Shillings according to the provisions of the Deed or Deeds of Settlement of the said Institution, to pay to the said Henry Smythe His Executors, Administrators, or Assigns, within Three Calendar Months after proof of the Death of the said Emma Margaret Kingsley if the said Assured, or his Assigns, shall have been received at the Office of the said Institution, the Sum of One Thousand Five Hundred Pounds of Lawful Money of Great Britain.

Provided Always, and these Presents are upon this express condition, that in case any Statement or Allegation contained in the Declaration hereinbefore mentioned (which Declaration shall be considered part of this Policy, as if the same were actually repeated and set forth herein,) be untrue, or if the Assurance hereby made shall have been made through any misrepresentation, concealment, or untrue averment whatsoever, or in case the said Emma Margaret Kingsley shall go beyond the limits of Europe, or die on the High Seas, (except in passing in times of peace in Decked Vessels to and from any Place in Europe, not subject to the Quarantine Laws, or affected by Epidemic or Endemic Disease,) or being or becoming a military or naval man, shall enter into actual service without the licence of the Board of Directors previously obtained, this Policy shall be void, and all monies paid in respect thereof shall be forfeited to the Company.

Provided nevertheless, that the Capital Stock and Funds of the said Institution shall alone be liable to answer and make good all claims and demands whatsoever under or by virtue of this Policy, and that no Director or Proprietor of the Institution shall be in any case personally liable or subject to any such claims or demands, nor be in anywise charged by reason of this or any other Policy or Instrument of Assurance beyond the amount of his or her Share or Shares of such Capital Stock or Funds, it being one of the Fundamental Principles of the Institution, that the responsibility of the Individual Members shall be in all cases limited to their respective Shares in the Capital Stock of the said Institution.

In Witness whereof, We, three of the Directors of the said Institution, have hereunto set our hands and seals this Twentyfourth Day of February in the Year of our Lord One Thousand Eight Hundred and Fortyseven.

Es^{ts} [Signature]

Signed and Sealed, in the presence of [Signature] Secy.

[Signature]

[Signature]

[Signature]



This Indenture

made the *third* day of *April* in the year of our Lord One thousand eight hundred and forty seven **between** the within named *Henry Smythe*

of the one part and *Joseph Parkes* of *Mperial George Street Westminster* in the County of *Middlesex* Esquire of the other part **Whereas** the said *Henry Smythe* is indebted to the said *Joseph Parkes* in the sum of *six hundred and eighty six pounds six shillings and one penny* for monies advanced and paid by the said *Joseph Parkes* to or for the use or on account of the said *Henry Smythe* and for the purpose of securing the repayment thereof with interest thereon at five pounds per centum per annum it hath been agreed that the said *Henry Smythe* should assign unto the said *Joseph Parkes* the within Policy of Assurance in manner hereafter expressed **Now this Indenture witnesseth** that in pursuance of the said agreement and in consideration of the said sum of *six hundred and eighty six pounds six shillings and one penny* so paid as aforesaid the receipt and payment of which he the said *Henry Smythe* doth verily to acknowledge He the said *Henry Smythe* **Doth** bargain sell assign transfer and set over unto the said *Joseph Parkes* his executors administrators and assigns **All that** the within Policy of Assurance and all monies thereby assured as to become payable or be received under or by virtue thereof And all the right and interest of him the said *Henry Smythe* therein together with full power and authority for the said *Joseph Parkes* his executors administrators and assigns to ask demand sue for recover and receive and give effectual receipts and discharges for the same either in his or their own name or names or in the name or names of the said *Henry Smythe* his executors administrators or assigns **To**

have hold receive and take the said Policy of Assurance and all sums of money recoverable thereon and all that singular other the premises hereby assigned in intended so to be unto the said *Joseph Parkes* his executors administrators and assigns **Upon** trust to receive all monies to become due and payable in respect of the same when they shall so become due and payable as aforesaid And in the first place pay and retain to himself the said sum of *six hundred and eighty six pounds six shillings and one penny* and interest thereon after the rate of *five pounds* per centum per annum from the day of the date hereof and all other monies which he the said *Joseph Parkes* his executors administrators or assigns shall pay for having the said Policy on foot as hereinafter mentioned together with interest thereon after the rate aforesaid from the time or respective times of advancing and paying the same And do and shall pay the surplus or residue of the said monies unto *Robert Smythe* the brother of the said *Henry Smythe* his or their executors administrators or assigns absolutely **And** the said *Henry Smythe* his executors administrators and assigns that to the said *Henry Smythe* will pay all the premiums and other monies to become due in respect of the said Policy of Assurance and do all necessary acts for keeping the same on foot and with within fourteen days after payment of such premiums leave the same unto the said *Joseph Parkes* his executors administrators or assigns **And** that in case of his refusal or neglect so to do it shall be lawful for the said *Joseph Parkes* his executors administrators or assigns at any such premium and other monies and deduct the same as herebefore mentioned **And** further that he the said *Henry Smythe* shall do and do not do directly or indirectly in any way affected or in any way in heretofore **In witness** whereof the said Parties hereto have hereunto set their hands and seals the day and year first above written

Witness my hand and seal this *third* day of *April* 1847

Henry Smythe

Joseph Parkes

Robert Smythe

Signed sealed and delivered by the above named *Henry Smythe* in the presence of

Robt. Hutton
21 of George Street

Henry Smythe

