The Defender

FIRE AND LIFE INSURANCE COMPANY,

No. 34, NEW BRIDGE STREET, BLACKFRIARS, LONDON.

[*Registered pursuant to* 7 & 8, *Vic. c.* 110.]

Present Payment—

	£	s.	d.
Policy			
Premium to Michas 1848	18	15	–
Duty to Michas 1848	7	10	–
	£26.	5	–

Received the above John Kelday

Sum Insured £ 5000

Future Payment—

	£.	s.	d.
Annual Premium	18	15	–
Annual Duty	7	10	–
	£26.	5	–

Payable at Michaelmas Yearly.

Trustees.

RICHARD ATTENBOROUGH, Esq.
THOMAS BENN SOWERBY, Esq.
RICHARD THORNTON PERKIN, Esq.

Directors.

RICHARD ATTENBOROUGH, Esq., CHAIRMAN.
THOMAS COTTERELL, Esq., DEPUTY-CHAIRMAN.
JOHN ANNIS, Esq.
EDWARD EDMUND CHILD, Esq.
ROBERT JOHN DOBREE, Esq.
JOHN GRANT, Esq.
THOMAS BENN SOWERBY, Esq.
RICHARD THORNTON PERKIN, Esq.
A. E. REYNOLDS, Esq.
JOHN EDMONDS, Esq.
RICHARD MALE, Esq.
W. B. TOMLINSON, Esq.

Managing Director.

JOHN KELDAY, Esq.

Auditors.

THOMAS NORTON BROWN, Esq.
WILLIAM NATHAN, Esq.

Policy No. 871

Whereas Mr. John Falshaw Pawson of Nos 8, 9, 10 and 11 St. Paul's Church Yard and Nos 22, 23 and 24 Great Carter Lane London Warehouseman Mercer Draper and Haberdasher for and on behalf of himself and his partner or partners if any trading under the firm of J. F. Pawson & Co. has paid to the DEFENDER FIRE AND LIFE INSURANCE COMPANY, the Sum of eighteen pounds fifteen shillings and has agreed to pay or cause to be paid to the said Company, yearly, on the twenty ninth day of September the Sum of eighteen pounds fifteen shillings during the continuance of this Policy, for Insurance from Loss or Damage by Fire, not exceeding, in each case, the sum or sums hereinafter stated, upon the Property, in the place or places hereinafter particularly described and set forth, and not elsewhere (unless allowed by previous Endorsement made on this Policy), as follows:—On

Stock in Trade his or their own in trust or on commission in his or their houses and warehouses all communicating situate as aforesaid & having four well holes for air and light – brick and tile – a hot water apparatus in the basement for warming the building

The above premises communicate by means of an arched vault with their warehouses No 14 Saint Paul's Churchyard and No 19 and 20 Great Carter Lane not included in this Insurance. –

Further sums insured in other Offices to be declared in case of loss.

£5000

Now be it known, that from the twenty ninth day of September One Thousand Eight Hundred and Forty-seven and during so long time as the Assured, above named, shall duly pay or cause to be paid, such future payments, as aforesaid, at the time aforesaid, and the Directors for the time being of the said Company, shall agree to accept the same, the Capital Stock or Funds of the said Company shall be liable to pay or make good to the above-named Assured, ~~his~~ or their Heirs, Executors, Administrators, or Assigns, all such Loss or Damage by Fire as shall happen to the Property hereinbefore mentioned, not exceeding the Sum of

Five thousand Pounds

as hereinbefore mentioned, according to the tenor of the Printed Conditions endorsed on this Policy.

Provided always, and it is hereby expressly declared and agreed, that the Capital, Stock, Estates, Funds, and Securities of the said Company, shall alone be answerable to the demands of the said Assured under this Policy, and that no Director, or other Member of the said Company, shall be answerable directly or indirectly, or liable to any demand against the said Company in virtue of these presents, beyond the Amount of his or her Share or Shares in the subscribed Capital of the said Company, as expressed in the Deed of Settlement of the said Company.

Given under the Common Seal of the said Company, at London, this twenty first day of October One Thousand Eight Hundred and Forty-seven

Rich Attenborough
Robert J Dobree
John Annis

Examined,— John Kelday *Principal Manager.*

Entered,— G Howard *Secretary.*

LONDON 21 OCT 47

R. FOLKARD, PRINTER, DEVONSHIRE-STREET.

CONDITIONS OF INSURANCE.

1. Every person desirous of effecting an Insurance must state his name, place of abode, and occupation; he must describe the construction of the Buildings to be insured, where situate, and in whose occupation; of what materials the same are respectively composed, and whether occupied as Dwelling-houses, or otherwise; also the nature of the Goods or other property on which such Insurance may be proposed, and the construction of the Buildings containing such property; and whether there be any apparatus in or by which heat is produced, other than grates in common fire-places, in any of the said Buildings, or connected therewith.

2. Every Insurance attended with particular circumstances of risk, arising from the situation, contiguity to other buildings, or construction of the premises, or the nature of the trade carried on, or goods therein, is to be specially mentioned in the order for the Policy, so that the risk may be fairly understood. If not so expressed, or if any misrepresentation be given, so that the Insurance be effected upon a lower premium than would have been charged had such risk being so fairly stated; or if Buildings or Goods be described in the Policy otherwise than they really are, or if after an Insurance shall have been effected, there shall be any erection or alteration of any apparatus for producing heat as aforesaid, or if any hazardous operation or trade shall be carried on, or if any hazardous Goods be deposited, or any hazardous communication be made, and the same be not respectively made known to the Office in writing, the insured will not be entitled to any benefit under the Policy, but the party so insuring may have a new Policy upon such terms as may be agreed upon.

3. No Insurance proposed to this Company is to be considered in force until the Premium and Duty be actually paid; and persons desirous of continuing annual Insurances, must make their respective payments of the Premium and Duty thereon, on or before the commencement of each succeeding year, or within fifteen days thereafter. No Receipts are to be taken for any Premiums of Insurance, but such as are printed and issued from the Office, and witnessed by one of the Clerks or Agents of the Office.

4. The interest of any deceased person in any Policy in this Company may be continued to the Executor or Administrator, or to the person otherwise entitled to the property insured, provided the person so entitled shall procure his or her interest therein to be endorsed on the Policy, at the Office of the Company; and if Goods insured be removed to any other situation than where the same were deposited, at the time of effecting the Insurance, such removal must be also allowed by endorsement on the Policy, and a premium paid, if the risk be increased by the removal, in proportion to such increase.

5. Any person who shall have effected an Insurance on any Dwelling-houses or other Buildings, and shall change the same to other Houses or Buildings, may have the benefit of their original Policies, if the nature and circumstances of their risk be not altered, upon their giving due notice of such change at the Office of the Company, and the same being allowed by endorsement to be made upon the Policy; and persons insuring Property at this Office must, when required, give notice of any other Insurance, made elsewhere on the same property, on their behalf, and cause a minute or memorandum of such other Insurance to be endorsed on their Policies; in which case this Company shall only be liable to the payment 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 any benefit under such Policy.

6. Insurance on Buildings and Goods, in Trust or on Commission, must be so described and declared at the time of effecting such Insurance, otherwise the Policy will not extend to cover such property.

7. Losses by lightning will be made good by this Company, as far as where either the Buildings or the Effects assured have been actually set on fire thereby, and burnt in consequence thereof. No allowance will be made for any Hay, Corn, Agricultural produce, or other Property, which may be destroyed or damaged by its own natural heating, nor for any Goods which may be destroyed or damaged while undergoing any process in or by which the application of fire-heat is necessary; neither will the Company be responsible for loss or damage by explosion of any kind.

8. Books of Account, Deeds, Notes, Bills, Bonds, and written securities, Stamps, Money, and Gunpowder, cannot be assured under any terms.—Watches, Trinkets, Medals, Coins, Sculptures, Curiosities, Jewels, Pictures, Prints, Drawings, Manuscripts, Missals, or other curious or rare Books; Musical, Mathematical, and Philosophical Instruments; China, Glass, Earthenware, and Looking-glasses, are not included in any assurance, unless they are specified in the Policy.

9. No loss or damage to be paid on Fire happening by any invasion, foreign enemy, civil commotion or riot, or any military or usurped power whatever: and all persons insured by this Company sustaining any loss or damage by Fire, are immediately to give notice to the Company, and within fourteen days after such loss or damage has occurred, are to deliver in as particular an account of their loss or damage as the nature of the case will admit of, and make proof of the same by their Declaration or Affirmation, and produce such other evidence as the Directors of this Company may reasonably require; and until such Declaration or Affirmation, account, and evidence are produced, the amount of such loss or any part thereof, shall not be payable or recoverable; and if there appear fraud in the claim made for such loss, or false declaring or affirming in support thereof, the claimant shall forfeit all benefit under the Policy.

10. Persons insured by this Company, and who may suffer loss, will receive their indemnity without deduction or discount; but in every case of loss, the Company will reserve to itself the right of reinstatement, in preference to the payment of claims, if it shall judge the former course to be most expedient.

11. If any difference shall arise with respect to the amount of any claim for loss or damage by Fire, and no fraud be suspected, such difference shall be submitted to arbitrators, indifferently chosen, whose award, or that of the umpire, shall be conclusive.

*** *You are requested to read your Policy, to see that the same is correct.*

Memorandum. The within described premises communicate with No. 13 St. Paul's Church Yard the communication being made through the party walls on each floor having properly secured iron doors allowed which is hereby allowed. There is also a hole in No. 13 running from the top to the bottom which is also allowed

Dated September 11th 1849

John Kelday

Man.g Dir.

Cat.e A.P.V.

Expunged £5000

J.V.

Mans

871

Policy No