

# EMPEROR

No 502

Sum Insured, £ 300



## Fire Assurance Society.

**Present Payment.**  
 From Lady day 1856  
 To Lady day 1857  
 Premium " 7 " 6  
 Duty " 9 "  
 £ 16 " 6

**CAPITAL £100,000 IN SHARES OF £5 EACH,**

*Deposit £1 Per Share.*

INCORPORATED BY ACT OF PARLIAMENT, 7 & 8. VIC. CAP. 110.

Offices. Cannon Street, West, London.

**Annual Payment.**  
 At Lady day  
 Premium " 7 " 6  
 Duty " 9 "  
 Total £ 16 " 6

**Whereas,** *M<sup>r</sup> John Dixon of Frosterley, near Darlington, Durham*  
*Insured*

(hereinafter called the said Insured) being desirous to effect an Insurance against Loss or Damage by Fire upon the undermentioned Property, and having made to the EMPEROR FIRE INSURANCE SOCIETY the Present Payment, stated in the margin of this Policy, as a Premium for Insuring on said Property the sum of £ 300 in the whole, for the period of time comprised within the Dates in that behalf respectively stated in the said margin. Now therefore be it known, That for and during such period of time as aforesaid, and for so many years, from and after the expiration thereof, as the said Insured shall make to the said Society, with the consent of the Directors thereof, the Annual Payment in that behalf, also stated in the margin of this Policy, at the commencement of each year of such Insurance, the Capital Stock, Funds, and other property, of the said Society, shall, subject to the conditions hereupon endorsed, be liable to make good to the said Insured, his Executors, or Administrators, all such loss as shall or may happen from the Destruction or Damage by Fire of the Property intended to be Insured and which is hereinafter described and set forth, not exceeding in any case the sum or respective sums hereinafter specified on each article, (that is to say):—

Rate.	Amount Insured.
£ 200.	<i>On the Building of a Public House situate at Frosterley aforesaid, in the Occupation of the assured.</i>
100.	<i>On the Building of a Cottage and on Hay Loft, Stable and Cowbyre all adjoining each other and under one roof detached, near all stone or brick built and slated or tiled</i>
	<i>Three Hundred Pounds in the whole</i>

£ 300

Now be it known, That from the date of these presents until the *Twenty-fifth* day of *March* 1857, and so long afterwards as the said Insured shall duly pay or cause to be paid the said premium and duty to the said Society, or to one of its known Agents, at the time aforesaid, and the acting Directors of the said Society for the time being shall agree to accept the same, the Capital Stock and Funds of the said Society, shall be subject and liable to pay to the said Insured, his or her, or their Executors and Administrators, all the damage and loss which the said Insured shall suffer by Fire on the property hereinbefore mentioned, not exceeding on each item respectively the sum hereinbefore declared to be Insured thereon, and not exceeding in the whole the sum of £ 300 but subject always to the conditions and stipulations of the said Society endorsed hereon, and which constitute the basis of this Insurance.

Provided always, That the Capital Stock of the Society, or so much thereof as for the time being shall have been subscribed, and the Stocks, Funds, Securities, and Property of the said Society, remaining, at the time of any claim or demand made, unapplied and undisposed of, and inapplicable to prior claims and demands, in pursuance of the trusts, powers, and authorities contained in the Deed or Deeds of Settlement of the said Society, shall alone be liable to answer and make good all claims and demands upon the said Society under or by virtue of or in respect of this Policy, and all other Policies effected with or granted by the said Society; and that no Director, Proprietor or Member of the said Society, his or her heirs, executors, or administrators, shall, by reason of any Policy of Insurance, or of the whole of the Policies of Insurances together, which any Director has signed or may sign, be in anywise individually or personally liable or subject to any claims or demands against the said Society, beyond the amount of the unpaid part of his or her particular share or shares in the said Capital Stock of the Society, or such part of the said Capital Stock as for the time being shall have been subscribed. In Witness whereof, the Common Seal of the said Society having been first hereunto affixed, We, two Directors of the said Society, have hereunto set our hands, this *Twenty-fourth* day of *April* One thousand eight hundred and fifty *six*

Signed in the presence of *John T. Eddy*  
 Examined *W. L. Eddy*

*Eleazer Clark*  
*J. Bontems*  
*John T. Eddy* *Christopher Cooke*  
 Manager.

## THE CONDITIONS AND STIPULATIONS REFERRED TO IN THE WITHIN POLICY.

I.—That upon the Insurance of any property, whether buildings or goods deposited therein, the party or parties making the same shall state his, her, or their name or names, residence or residences, occupation or occupations, and specify of what materials the walls and roofs of such buildings are respectively constructed, where situated, and by whom occupied, and whether as private dwellings or how otherwise; whether any manufacture or hazardous trade be carried on, or any hazardous articles be deposited or kept therein, and if so shall describe the nature and qualities thereof; whether any steam-engine, furnace, kiln, stove, coal, or other apparatus whereby heat is produced (common fire-places and ovens for domestic use excepted), be erected on the premises, and, if so, shall specify particularly the nature and construction thereof respectively; and if such specification do not truly and circumstantially describe the property, and the several particulars regarding the same, as aforesaid, so that the nature and degree of the risk may be justly estimated, the Policy of Insurance thereon shall be null and void.

II.—That in case any alteration or addition shall have been made in or to any risk on which such Insurance has been effected, whether such alteration or addition do consist in the erection on the premises of apparatus for producing heat, or in the introduction of articles more hazardous than may be allowed in the Policy, or in the change of the nature of the occupation, or in any other manner whatsoever, by which the degree of risk is increased, and a consequent additional premium would be required, and whether such Insurance has been effected on the building itself, or on goods, wares, or merchandize deposited therein, and the Insured shall not have given due notice thereof respectively to the said Society, or its Agent or Agents, in writing, and unless such alteration or addition shall have been allowed by endorsement on this Policy, and such increased premium shall have been paid as may be required, such Policy or Insurance shall be null and void.

III.—That houses, buildings, and goods in trust or on commission, intended to be insured, must be so described and declared at the time of effecting such insurance, otherwise the Policy will not extend to cover such property.

IV.—That no Insurance shall be conclusive or binding on this Society, unless the premium and duty be previously paid thereon; and persons desirous of continuing annual premiums must make their respective payments of the premium and duty thereon or before the commencement of each and every succeeding year, or within fifteen days next afterwards, otherwise such Insurance will expire on the respective quarter days on which the payment on such Policy may become due; and that the only evidence of such payments shall be printed receipts issued from the Office, and witnessed by one of the Clerks or Agents of the Society.

V.—That this Society will not be answerable for any loss or damage by fire occasioned by any invasion, foreign enemy, insurrection, civil commotion, riot, or any military or usurped power whatsoever; neither will this Society be answerable for any loss or damage to stock or goods whilst undergoing any process in which the application of fire-heat is necessary, nor for loss or damage by explosion of any kind; but claim for loss or damage occasioned by fire arising from such explosion will be admitted.

VI.—That all Insurances on Farming Stock (which comprehends all sorts of corn and grain, hay and straw in barns or stacks, farming utensils, and live stock) shall be effected under such general description; but this Society will not be answerable for any loss or damage happening thereto occasioned by the natural heating of any of the articles or commodities so comprehended and included in such Insurance; but the loss on any property in consequence (except that which by its natural heating has been the cause of the fire), and also losses on any property by fire from lightning, will be made good.

VII.—That books of accounts, written securities, money, bank notes, and gunpowder, will not be insured or comprehended in any Insurance effected by or with this Society; nor will any loss or damage, in any case, or of any description, be made good, when more than ten pounds of gunpowder shall be deposited or kept on the premises, unless the same shall be specially allowed in the body of this Policy.

VIII.—That watches, trinkets, jewels, pearls, plates, musical instruments, pictures, prints and drawings, china, glass, earthenware, looking-glass plates, medals, coins, sculptures, or other curiosities, will not be insured in any Insurance effected by this Society, or be covered thereby, unless the same be particularly specified in the Policy, except where insured under the general term of Household and Personal property of every description. In case of loss not more than £10 will be allowed on any one picture or print, unless a valued catalogue shall have been previously deposited in this office.

IX.—This Society shall not be answerable for the rent of premises destroyed or damaged by fire unless the same shall be specially agreed upon and inserted in the Policy.

X.—That persons who have Insured property with this Society must give notice of any other Insurance already made or which shall afterwards be made elsewhere on the same property, so that a memorandum of such other Insurances may be endorsed on the Policy or Policies effected with this Society, otherwise such Policy or Policies will be void.

XI.—That upon the death of any person insured by this Society, his or her Policy and Interest therein may be transferred and continued to his or her representatives, to whom the property insured shall belong, by endorsement on such Policy; and persons removing their goods may retain the benefit of their Policies, provided the nature and circumstances of the risk in such Policies be not altered, and such removal be allowed by the Society by Endorsement on their respective Policies.

XII.—That persons insured by this Society, sustaining any loss or damage by fire, if in or near London, shall forthwith give notice to the Directors, or Secretary, or Manager of the Society, at the Head office, in London, or to the Agent, if elsewhere, and shall, within fifteen days after such fire shall have happened, deliver to the said Directors, their Secretary, Manager, or Agent as accurate and particular an account of their loss or damage respectively as the nature and circumstances of their respective cases will admit, and shall (if required) verify the same by solemn declaration or affirmation before a Justice of the Peace, and shall produce such other evidence as the Directors 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 any fraud or false declaration, or that the fire shall have happened by the procurement, or wilful act, means, or connivance of the Insured or claimants, he, she, or they shall be excluded from all benefit under his, her, or their Policy or Policies.

XIII.—That in every case of loss or damage for which the said Society shall be liable, the same, on being duly proved, and the account adjusted, shall either be paid immediately, or the said Society shall have the option, where the Insurance may be in goods, to supply the Insured with the like quantity of Goods, of the same sort and kind, and of equal value and goodness with those destroyed or damaged by fire; or, where the Insurance may be on houses and buildings, the said Society shall have the option, with all convenient speed, to rebuild, or repair, and reinstatement the same, and put them into as good and substantial a condition as they were in at the time when such fire happened.

XIV.—In case any difference or dispute shall arise between the insured and the said Society, touching any loss or damage, such difference shall be submitted to the judgment and determination of arbitrators, one to be nominated by the said Society, and the other by the Insured; and the referees so nominated shall, previously to undertaking such reference, agree upon an umpire, whose decision shall be final in case such referees disagree; and either of them, the said Insured or the said Society, may make the submission and reference a rule of any of Her Majesty's Courts of Record.

### FARMING STOCK

*Is Insured generally at 3s. or with the Average Clause, at 2s. 6d. per Cent. per Annum.*