

No. 14756
Mr Loner
30 Cheapside

THE COMMERCIAL UNION ASSURANCE Company.

L 2000

Cancellation Policy No 10882

OFFICES:—19, CORNHILL, LONDON, E.C.

Incorporated under Act of Parliament, 7th & 8th Victoria, cap. 110.

PRESENT PAYMENT.

One Year. From	Christmas 1863
Weeks. To	Christmas 1864
Premium	£ 7 : 7
Duty	£ 3 : 0
Policy and Stamp	£ 6 : 0

Directors.

CHAIRMAN—HENRY WILLIAM PEEK, Esq. (PEEK BROTHERS & Co.)
VICE-CHAIRMAN—HENRY TROWER, Esq. (TROWERS & LAWSON.)
 JOHN HODGSON, Esq. (GRANT, HODGSON, & Co.)
 JOHN GEORGE HOMERE, Esq.
 JOHN HUMPHERY, JUN., Esq. (OF HAYES' WHARF.)
 MOSS JOSHUA, Esq. (JOSHUA BROTHERS & Co.)
 FALCONER LARKWORTHY, Esq., (Managing Director BANK OF NEW ZEALAND).
 WILLIAM LEASK, Esq.
 ALEXANDER SIM, Esq., (CHURCHILL & SIM.)
 J. ADAM SMITH, Esq., (SMITH, WOOD, & Co.)
 JOHN ROBERT THOMSON, JUN., Esq., (J.R. THOMSON & Co.)
 JOHN KEMP WELCH, Esq., (ORLANDO JONES & Co.)
 JAMES PARKER WOODHOUSE, Esq., (J. P. & C. M. WOODHOUSE.)

ANNUAL PAYMENT.

At 3 mos
 Premium £ 7 : 7
 Duty £ 3 : 0
 £ 10 : 7

Fire Department.

MANAGER—HENRY THOMSON.

CAPITAL £2,500,000.

Whereas Messrs Bradbury Creators & Co. of No 6 Aldermanbury

hath paid the Sum of Six pounds to THE COMMERCIAL UNION ASSURANCE COMPANY, of London, and agreed to pay or cause to be paid the Sum of Six pounds on the Twenty fifth day of December yearly, for Insuring from Loss or Damage by Fire the Property hereinafter described, not exceeding the Sum specified on each Article, viz:—

On Stock Utensils and Goods in trade, in trust or on commission, in their Warehouses all communicating situate No 67 Aldermanbury aforesaid communicating by Iron doors with the above and Warehouse in Dyer's Court at rear also occupied by Apperley, Brick built and marked A, on Ground plan of the premises dated April 1863, a Copy whereof is deposited in this Office.

1000

the like in a Warehouse situate in Dyer's Court aforesaid, communicating by Iron doors with last above mentioned and with Nos 3 & 4 Dyer's Court adjoining, all in tenure of the Assured, Brick built and marked B, on said plan.

1000

In lieu of Policy No 14322 £ 5000 Insured on Stock in the Warehouse No 5 by Policy No 14321

£ 2000

MEMO:—It is hereby declared and agreed, that in case of the Insured holding any other Policy in this or any other Company on the property insured hereby, subject to the Conditions of Average, this Policy shall be subject to Average in like manner.

Now be it known, That from the date of these Presents until the Twenty fifth day of December 1864; and so long afterwards as the said Insured shall duly pay or cause to be paid the said Premium and Duty to the said Company, or to one of its known Agents, at the time aforesaid, and the Company shall agree to accept the same, the Capital, Stock, and Funds of the said Company 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 Two thousand pounds but subject always to the conditions and stipulations of the said Company endorsed hereon, and which constitute the basis of this Insurance.

Provided always, That in accordance with the Deed of Settlement of the Company, this Policy, and the other Policies of the Company are granted on this condition, and it is hereby specially agreed, that the Company, under all their Policies of Insurance, shall be liable in the whole only to the extent of so much of their corporate Assets as from time to time shall be duly applicable for the satisfaction of their corporate liabilities thereunder, and with regard to the particular branch of their business, that is to say, Fire, Life, or Marine, in respect of which this Policy and such other Policies may respectively relate, and the particular Funds set apart and appropriated to answer claims arising from such Policies respectively, those Assets including the amount of their Capital from time to time subscribed but not paid up, and the whole of those Assets being regarded as applicable, in a due course of administration, to the satisfaction of the whole of their corporate liabilities; and also that no present or future Shareholder of the Company, his heirs, executors, or administrators, shall in respect of all or any of the liabilities of the Company, be subject to any proceedings at law, or in equity, or otherwise, as to any other liability whatsoever, except only such proceeding as, in accordance with their Articles of Association, the Company from time to time may lawfully take in order to compel the payment by such Shareholder, his heirs, executors, or administrators, of Calls made by the Company in accordance with their Articles of Association, in respect of Shares held by him; and also, that no present or future Shareholder of the Company, his heirs, executors, or administrators, shall in any way, directly or indirectly, by means of such Calls or otherwise, be liable to pay to or for the Company, or him; and also, that no present or future Shareholder of the Company, his heirs, executors, or administrators, should be his or their liability to pay to the Company such part, if any of the amount from time to time not paid up of the Shares held by him, as should in accordance with the Articles of Association of the Company be called up by them and made payable during the time of his being a holder of the same; and also enacting that the liability of himself, as the holder of any Share, and of his heirs, executors, and administrators, except only as regarded Calls duly so made and payable in respect of such Share and then in arrear, should absolutely cease on his or their transferring such Share in accordance with the Articles of Association of the Company.

In Witness whereof, the Common Seal of the said Company hath been hereunto affixed, in the presence of the undersigned Directors, this Twenty fifth day of December one thousand eight hundred and sixty three

Examined *William Lewis* *H. Thomson* *J. Woodhouse*
 Manager. Directors.

Entered *R.M.M.* *John Smith*

N.B.—You are requested to read this Policy, and if incorrect, return it immediately to the Office for alteration.

ANNUAL PAYMENT

PRESENT PAYMENT

14750
Bond Union
1000
1000

CAPITAL \$2,500,000

Commercial



CONDITIONS AND STIPULATIONS UPON WHICH THIS POLICY IS GRANTED.

I.—That upon the Insurance of any property, whether buildings or contents, the party or parties making the same shall specify of what materials the walls and roof 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, describe the nature and qualities thereof; whether any steam-engine, furnace, kiln, stove, boiler, 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 give a particular description of 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 or Insurance thereon shall be null and void. The Insurance on any building shall not be held to include anything outside thereof, such as porches, apperches, sheds, or other Buildings, except the same be specially mentioned and valued in the Policy.

II.—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, it 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 been so fairly stated, or if buildings or goods be inaccurately described in the Policy, or if, after an Insurance shall have been effected, there shall be any erection or alteration or extension of the premises so as to increase the risk, or any erection or alteration of any apparatus for producing heat as aforesaid, or if any hazardous operation or trade shall be carried on, or any hazardous goods be deposited, or any hazardous communication be made, the Insured will not be entitled to any benefit under the Policy.

III.—No Insurance proposed to this Company is to be considered in force until the Premium be actually paid. No Receipts are to be taken for any Premium of Insurance but such as are printed and issued from the Office, and witnessed by one of the Clerks or Agents of the Office.

IV.—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.

V.—The Company will not be answerable for any Loss where Fires are used in Buildings unprovided with good and substantial Brick or Stone Chimneys, or in consequence of Stoves or Stone Pipes, placed and used contrary to Law, or in consequence of the infringement of any Law in force for the suppression or prevention of Fires, or where stove pipes are carried through the exterior Walls or Roofs of any house or building; or for any loss by Fire on any Building under construction or repair, or moveables therein, wherein Carpenters and Joiners are employed, unless the special consent of the Company be first obtained and endorsed on the Policy.

VI.—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, except for such loss or damage as shall arise from explosion by gas. This Company will not be answerable for any loss or damage occasioned by or in consequence of any invasion, foreign enemy, insurrection, civil commotion, riot, or any military or usurped power whatsoever.

VII.—The Interest of any deceased person in any Policy of 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 property insured be removed to any other situation than where the same was deposited at the time of effecting the Insurance, the consent of the Company to such removal must be obtained, and the Policy endorsed allowing the same.

VIII.—Any persons who shall have effected an Insurance on 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.

IX.—That persons who have insured property with this Company shall, if required, 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 Insurance may be endorsed on the Policy or Policies effected with this Company, otherwise such Policy or Policies will be void; provided, however, that on such notice being given at any time after the issue of the Policy, it shall be optional with the Company to cancel such Policy, returning the premium for the unexpired term thereof, if they shall think so deem fit. In the event of Insurances with other Companies being in force at the time of any loss or damage by fire happening to the property insured by this Policy, then this Company will only be liable to the payment of a ratable proportion of any loss or damage which may be sustained.

X.—That books of accounts, written securities, money, stamps, deeds, bills, bonds, bank-notes, and gunpowder, will not be insured or comprehended in any Insurance effected by or with this Company; 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, nor where any camphire, naphtha, spirits of turpentine, earth oils, crude or refined petroleum, or spirit gas, are deposited or kept on the premises, unless the same shall be specially allowed in the body of the Policy.

XI.—Medals, coins, sculpture, curiosities, jewels, watches, trinkets, pictures, prints, drawings, manuscripts, missals, curious or rare books, musical, mathematical, and philosophical instruments, china, glass, and looking-glasses, earthenware, fixtures, or utensils, are not included in any Insurance, unless they are specified in the Policy; and 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 given in to the Office.

XII.—Persons insured by this Company, sustaining any loss or damage by fire, are forthwith to give notice thereof at the Office of the Company, or to the Agent of the Company through whom the Policy was effected, and within fourteen days, deliver in writing as particular: an account of their loss or damage as the nature of the case will admit of, such account of loss to have reference to the value of the property destroyed or damaged, immediately before such fire, and shall verify the

same by the production of their books of accounts, and by affidavit or a statutory declaration of the claimants, together with the testimony of their domestics, their servants, or other persons in their employ, and such vouchers and other evidence as in the judgment of the Directors, or any of them, or the Agent through whom the Policy was effected, may tend to prove such account and value, and shall produce such further evidence, and give such explanations as the Directors, or any of them, or such Agent as aforesaid, may reasonably require; and, until such accounts, declaration, testimony, vouchers, and evidence are produced, and such explanations given, the loss money shall not be payable; and if there shall appear any fraud or any false statement in such account of loss or damage, or in any of such books of account, or in any such testimony, vouchers, evidence, or explanations, or if such affidavit or statutory declaration shall contain any untrue statement, or if it shall appear that the fire shall have happened by the procurement or wilful act, or by the means or connivance of the party or parties insured, or of the claimants, then such parties and all persons claiming under them, or either of them, shall be excluded from all benefit from the Insurance, and the Policy shall be absolutely void. And if no claim shall be made for the space of three months after the occurrence of any fire, the Insured shall forfeit every right to restitution or payment by virtue of this Policy, and time shall be of the essence of the contract. No profit of any kind is to be included in any claim to be made under the Policy.

XIII.—The assured shall not be permitted to abandon any moveable property insured, which shall be injured in consequence of fire, without the express consent of the Company or its Agent. In case of the removal of property to escape conflagration, the Company will contribute ratably with the Insured and other Companies interested to the expenses of salvage and the damage the property may sustain by such removal; but the Company will not hold itself liable for any loss or damage upon property removed from any building (not actually on fire) contrary to the declared desire of the Officer or Agent of the said Company, or not ordered or sanctioned by such Officer or Agent, when present, and in a situation to be consulted by the assured.

XIV.—That in every case of loss or damage by fire for which the said Company shall be liable, the same, on being duly proved, shall either be paid immediately, or the said Company shall have the option, with all convenient speed, to rebuild, or repair, or reinstate, or replace the property insured, and in the case of buildings to put them into as good and substantial a condition as they were in at the time when such fire happened.

XV.—If any difference shall arise with respect to any claim for loss or damage by fire, and no fraud suspected, and the Company does not elect to rebuild, repair, reinstate, or replace same, such difference shall be submitted to arbitrators, indifferently chosen, whose award, or that of their umpire, shall be conclusive.

XVI.—It is furthermore hereby expressly provided, that no suit or action of any kind against the said Company, for the recovery of any claim upon, under, or by virtue of this Policy, shall be maintainable in any court of law or equity, unless such suit or action shall be commenced within the term of twelve months next after any loss or damage shall occur; and in case any such suit or action shall be commenced against the said Company after the expiration of twelve months next after such loss or damage shall have occurred, the lapse of time shall be taken and deemed as conclusive evidence against the validity of the claim thereby so attempted to be enforced.

Policies effected for Seven Years certain will be charged the Premium and Duty for Six Years only.