

# The Northern Counties Fire Office.



REGISTERED OFFICES.

## INVERNESS.

N<sup>o</sup> OF POLICY 5004  
 SUM INSURED £2250

ANNUAL PAY £6, 18<sup>s</sup> 9<sup>d</sup>

DUE 24<sup>th</sup> DAY OF June 1870

This Policy of Insurance Witnesseth, THAT Mess<sup>rs</sup> Cassell Pelter  
and Gulpen of 10 Bell Street, York, England, in the County of York, hereinafter called the Insured, having paid to the **Northern Counties Fire Office**, hereinafter called the Company, the sum of Six Pounds, Eighteen Shillings, and Nine Pence, for insuring against loss or damage by FIRE, as hereinafter mentioned, the Property hereinafter described, in the several sums following, namely:

- On Stock in Trade, Furniture, Fittings, and Office Furniture in their  
premises marked N. Estimate as appraised 500
- On Machinery, Plant, Tools, and moveable Articles therein 500
- On Stock in Trade, Furniture, Fittings, and Office Furniture in their  
premises marked N. 2 500
- On Stock in Trade, Furniture, Fittings, and Office Furniture in their  
premises marked N. 4 750

£ 2250

Said Buildings are Brick built and tiled or slated & Communicated by  
 Double and Single Iron doors as per plan lodged with this office & it is  
 warranted that no pipe stand (other than for gas) with more than 3 (three) feet  
 off pipe shall be allowed therein. Insurances in other Offices (to be declared in case of

**The Company Hereby Agrees** with the Insured, but subject to the Provisions of the Articles of Association, and to the Provisions hereinafter contained, and to the Conditions on the back hereof, which are to be taken as part of this Policy, that if the Property above described, or any part thereof, shall be destroyed or damaged by Fire, at any time between the Twenty fourth day of June 1870, and the Twenty fourth day of June 1870, both days inclusive, or at any time afterwards, so long as the Insured or his Representatives in interest shall pay to the Company, and so long as the Company agrees to accept the sum required for the renewal of this Policy, on or before the 24<sup>th</sup> day of June in each succeeding year, the Company will, out of their Capital, Stock, and Funds, pay or make good all such loss or damage, to an amount not exceeding in respect of the several matters above specified the sum set opposite thereto respectively, and not exceeding in the whole the sum of Two thousand Two hundred Pounds, Eighty Pounds, Shillings, and          Pence Sterling.

**Provided Always** that the Capital, Stock, and Property of the said Company 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, Officer, Shareholder, or Member of this Company shall be in any wise subject or liable to any such Claims or Demands, nor be in any wise charged by reason of this Policy beyond the amount of his or her Share or Shares of such Capital, Stock, or Property, it being a part of this Contract that the responsibility of the individual members shall in all cases be limited to the amount unpaid on the Shares respectively held by them at the time of such claim or demand.

**In Witness whereof** the Common Seal of the said Company has been affixed hereto by order of the Board of Directors of the said Company, and we have hereunto set our hands the 19<sup>th</sup> day of July one thousand eight hundred and Eighty ninth years.

As: Wm. Smith Secy  
 Examined by Wm. Smith  
 Entered by R. M. Smith  
 Register No.          Page           
Robert Eden Esq  
Rygon M. Smith } DIRECTORS.

## The Conditions within referred to, and upon which this Policy is granted, are as follows:

1. Any material misdescription of any of the Property proposed to be hereby Insured, or of any Building in which Property to be so Insured is contained, and any misstatement of, or omission to state, any fact material to be known for estimating the risk, renders the Policy void as to the Property affected by such misdescription, mis-statement, or omission respectively.

2. If, after the risk has been undertaken by the Company, anything whereby the risk is increased be done to Property hereby Insured, or to, upon, or in, any Building in which Property hereby Insured is contained, or, if any Property hereby Insured be removed from the Building or Place in which it is herein described as being contained, without, in each and every of such cases, the assent or sanction of the Company, signified by endorsement hereon, the Insurance as to the Property affected thereby ceases to attach.

3. The Policy does not cover Property held in Trust, or on Commission, unless expressly described as such; nor China, Glass, Looking Glasses, Jewels, Clocks, Watches, Trinkets, Medals, Curiosities, Manuscripts, Prints, Paintings, Drawings and Sculptures, Musical, Mathematical, and Philosophical Instruments, Patterns, Models, and Moulds, unless specially mentioned in the Policy; nor Deeds, Bonds, Bills of Exchange, Promissory Notes, Money, Securities for Money, Stamps, Books of Account nor Gunpowder; nor Loss or Damage by Fire occasioned by or happening through Hurricanes, Earthquakes, Invasion, Foreign Enemy, Riot or Civil Commotion, or by or through the Spontaneous Fermentation or Heating of the subject Insured, nor Loss or Damage caused directly by Explosion, except Loss or Damage to a Building, or Property contained therein, caused by Explosion of Coal Gas in such Building.

4. If, at the time of the Loss or Damage happening, this Policy be not subject to average, and there be any other subsisting Policy or Policies also not subject to average, whether effected by the Insured or by any other person, covering any Property hereby Insured, the Company is to bear only such a proportion of the Loss or Damage in respect thereof as the sum hereby Insured thereon shall bear to the aggregate of the sums for which such last-mentioned property is by this and such other Policy or Policies Insured; and in all cases where any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person on any property hereby Insured, either exclusively or together, with any other property in and subject to the same risk, shall be subject to average, the Insurance on such Property under this Policy shall be subject to average in like manner.

5. The Policy ceases to be in force as to any Property hereby Insured, which shall pass from the Insured to any other person otherwise than by Will or operation of Law, unless notice thereof be given to the Company, and the subsistence of the Insurance in favour of such other person be declared by a memorandum indorsed hereon by or on behalf of the Company.

6. On the happening of any Loss or Damage by Fire to any of the Property hereby

Insured, the Insured is forthwith to give notice in writing thereof to the Company, and within fifteen days at latest to deliver to the Company as particular an account as reasonably practicable of such Loss or Damage, and of the estimated amount thereof, having regard to the value at the time of the Fire of the Property Damaged or Destroyed, and of the several Articles or matters to which the Loss or Damage applies, and in support thereof to give all such vouchers, proofs, and explanations as may be reasonably required, together with, if required, a statutory declaration of the truth of the account, and in default thereof no claim in respect of such Loss or Damage shall be payable until such notice, account, proofs, and explanations respectively are given and produced, and such statutory declaration, if required, is made.

7. If the claim be in any respect fraudulent, or any false statutory declaration be made in support thereof, or the Fire was occasioned by or through the procurement or connivance of the Insured, all benefit under this Policy is forfeited.

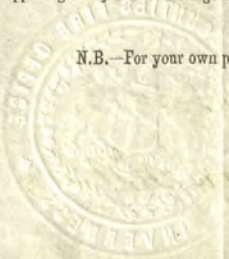
8. The Company may, if they think fit, reinstate, or replace, the Property Damaged or Destroyed, instead of paying the amount of the Loss or Damage, and may join with any other Company or Insurers in so doing in cases where the Property is also Insured elsewhere.

9. In all cases where the Policy is void, or has ceased to be in force under any of the foregoing Conditions, all monies paid to the Company in respect thereof will be forfeited to the Company.

10. On the happening of any Damage by Fire to any Building, or Property or Effects within a Building, in respect of which a claim is, or may be, made under this Policy, the Company may, without being deemed wrong doers, by their authorised Officer and Servants, enter into, and for a reasonable time remain in possession of, such Building, Property, or Effects, for all reasonable purposes relating to, or in connection with, the Insurance hereby effected, and this Policy shall be evidence of leave and license for that purpose.

11. If any difference shall at any time arise between the Company and the Insured, or any Claimant under this Policy, as to the amount of any Loss or Damage by Fire, or as to the fulfilment or non-fulfilment of any of the Conditions herein set forth, or as to any question, matter, or thing concerning or arising out of this Insurance, every such difference, as and when the same arises, shall be referred to the arbitration and decision of two indifferent persons, one to be chosen by the party claiming and the other by the Company; or in case of disagreement between them, then of an Umpire to be chosen by the Arbitrators before entering on the reference; and the costs of the reference shall be in the discretion of the Arbitrators or Umpire as the case may be, who shall award by whom and in what manner the same shall be paid; and the decision of the Arbitrators or Umpire, as the case may be, shall be final and binding on all parties, and this Condition shall be deemed and taken to be an Agreement to refer as aforesaid.

N.B.—For your own protection, you are particularly requested to read your Policy, and, if incorrect, to return it for alteration.



POLICY No. 5004

Northern Counties Fire Office,

INVERNESS.

Name James Caird Little Esq.

Address La Bide Sauvage Yard

Amount £ 2250. 0. 0

Premium £ 6. 18. 0

Date of Renewal.

24 day of June yearly.

AGENT.

Mr. J. S. H. Collins  
of 10 Paultry

Should you have any other Insurances on the within described Property, please see that the wording and terms of the different Policies agree, so that, in the event of a loss, there will be no delay in arriving at a settlement.