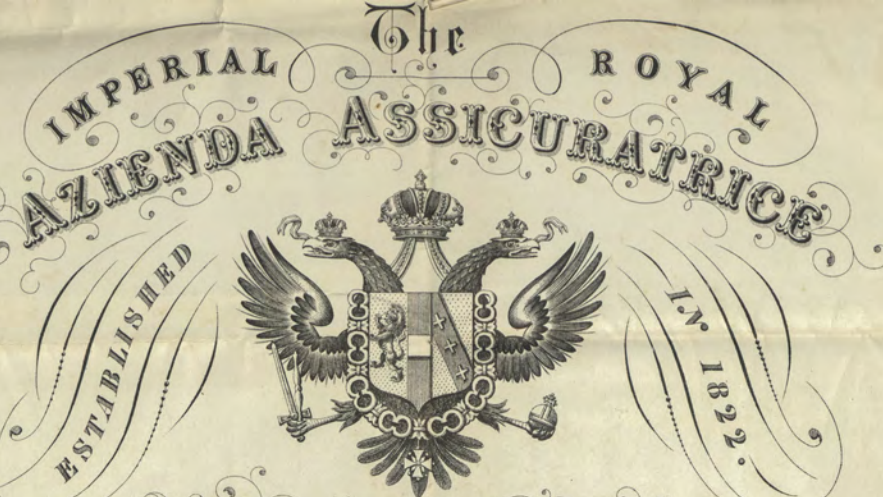


Messrs. Harker, Martin & Co. Agents
 150, Leadenhall St. E.C.
 19/93



OF TRIESTE
FIRE INSURANCE.
CAPITAL 4,000,000 FLORINS (30% PAID UP)
RESERVE FUNDS, 1,800,000 FLORINS.

FIRE POLICY.
 No. 75494
PRESENT PAYMENT.
 From Michaelmas 1868
 To Michaelmas 1869.
 PREMIUM £ 2 : 10 : 0
 DUTY £ 0 : 15 : 0
 £ 3 : 5 : 0

SUM INSURED.
£ 1000
PAYABLE YEARLY AT Michaelmas
ANNUAL PAYMENT.
 PREMIUM £ 2 : 10 : 0
 DUTY £ 0 : 15 : 0
 £ 3 : 5 : 0

Directors.
 GEORG VORTMANN, Esq., CHAIRMAN.
 SIR FRANZ GOSSLETH, KNT. | A. P. REYER, Esq.
 PHILIPP KOHEN, Esq., BANKER. | ANASTASIUS VARDACCA, Esq.
Manager of the English Branch.
 W. O. FUNDER.

OFFICES.-20, KING WILLIAM STREET, LONDON, E.C.

Whereas, Messrs. W. & A. Whitworth & Co. of No. 3, Hart street, Wood street, Chappin side, London. Wollen Cloth Merchants

has paid the Sum of ten pounds ten shillings to the AZIENDA ASSICURATRICE FIRE INSURANCE COMPANY, as a Premium for the Insurance hereby made, and intend to pay on the twenty ninth day of September in every year the Premium, or Sum of five pounds ten shillings during the continuance of this Policy, for Insuring from Loss or Damage by Fire the Property hereinafter described; in the place or places herein set forth, and not elsewhere (unless allowed by endorsement previously made), viz.,

One Thousand Pounds

On stock in trade in their Warehouse brick built situated as above. no manufacture carried on nor pipes steel throug.

£1000

P. B. 4/91

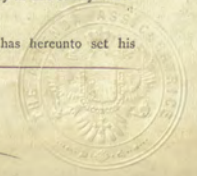
57

Now be it known, That if the Party Insured shall have faithfully complied with the conditions hereupon endorsed, and so long as the said Insured shall pay or cause to be paid the abovementioned Premium to the accredited Representative of the said Company, and he shall accept the same, the said Company shall be subject and is hereby made liable to pay when due, unto the said Insured, his Executors, or Administrators, and also Assigns (if the said Policy be assigned with the consent in writing of the Agent of the Company, but not otherwise), all such Loss or Damage as may happen by Fire to the Property above-mentioned, amounting to no more in the whole, than the Sum specified on each Article, and to no more on any of the different Properties above described than the Sum at which they are respectively valued in this Policy, according to the conditions hereupon endorsed. Provided always, and 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.

IN WITNESS WHEREOF, the accredited representative of the said Company, as Agent and for the purpose only of binding the said Company, has hereunto set his hand and Seal this twentieth day of October in the year One Thousand Eight Hundred and sixty eight.

Examined W. Miller

On behalf of the AZIENDA ASSICURATRICE,
W. Miller



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 walls and roof of such building 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, 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 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 perches, *appentis*, 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, 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 been so fairly stated, or if buildings or goods be incorrectly 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 is 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 Stove 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 lease, or movable 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 effects insured have been actually set on fire thereby, and burst 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 dwellings—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 *then* so dem. It. 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 rateable 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 spiritous 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, minerals, conies, 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 willful act, or by the connivance 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 Insured 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 expense 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 terms of the Office or Agent of the said Company, or not ordered or sanctioned by such Office 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, at all convenient speed, to rebuild or repair, or reinstatement, 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, reinstatement, 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 sought to be enforced.

XVII.—That the Agents of this Company on no account be held personally liable for any claim upon the Company.

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



COMMERCIAL

QUEENSBURY, KINGS CROSS, LONDON, E.C.

STREET, LONDON, E.C.

"Azienda"
 75.494
 Stock, Hart Wrat,
 £1000.
 Payable Michaelmas,
 dated 17 Oct. 1868