

C.R. 3331
no. of
written 452

THE BUILDING SOCIETY & GENERAL FIRE INSURANCE COMPANY LIMITED

Registered Office, Old Bank Chambers,

87 Market St. Manchester.

Policy No. 33 [redacted]

Sum Assured £ 2000.

First Premium £ 6.3.9 due 24th August 1883 Annual Premium £ 11.10.0 due Christmas



This Policy of Insurance Witnesseth, THAT Marshall and Melgrove of Vere Street, Oxford Street, Newcotta Street and Marylebone Lane London, Linen Drapers, Silk Weavers and General Warehousemen, hereinafter called the Insured, having paid to THE BUILDING SOCIETY AND GENERAL FIRE INSURANCE COMPANY LIMITED, hereinafter called the Company, the sum of £ 6 : 3 : 9 for insuring against loss or damage by Fire, as hereinafter mentioned, the property hereinafter described, in the several sums following, namely:—

£2000. On Stock in trade, their own in trust, or on Commission, for which they are responsible, and on Utensils, Fixtures, and Fittings, (including Plate Glass, Silvered Plate Glass, and Chandeliers) in their Warehouses, Shops, Showrooms and Offices situate as aforesaid and lettered A, B, C, D, on plan lodged with this Office, subject to the following Warranty
Condition of Average.

Whenever a sum insured is declared to be subject to Average, if the Property covered thereby shall at the breaking out of any fire be collectively of greater value than such sum insured, then the assured, shall be considered as being his own insurer for the difference and shall bear a ratable share of the loss accordingly.

Sundry Goods for warmth only, securely fixed, allowed therein

Insurances with other Offices allowed, the amounts to be declared in the event of loss.

The Company hereby agrees with the Insured (but subject to the Conditions endorsed hereon, all of 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 24 day of August 1883 and the 25 day of December 1884 both inclusive, or at any time afterwards, so long as the Insured or their Representatives in interest shall pay to the Company, and it shall accept the sum required for the renewal of this Policy, on or before the 25 day of December in each succeeding year, the Company will, out of its 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 Pounds

And it is further expressly stipulated and agreed, That no Director signing this Policy, nor any other Proprietor of the Company, shall individually in any manner be, or by any process made liable to make good any claim or demand whatsoever under or by virtue of this Policy, further or otherwise than to pay and contribute to the Capital of the Company the full amount of his or her share or shares in such Capital.

In witness whereof, This Policy has been (Sealed with the Common Seal of the Company, and) countersigned by two Directors of the Company, this Third day of September 1883

EXAMINED [Signature]
ENTERED [Signature]



[Signature] DIRECTOR.
[Signature] DIRECTOR.
[Signature] DIRECTOR.

THE BUILDING SOCIETY AND GENERAL FIRE INSURANCE COMPANY LIMITED.

The following are THE CONDITIONS OF POLICIES issued by this Society on Property situate in Great Britain:—

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

2. If, after the risk has been undertaken by the Society, anything whereby the risk is increased be done to Property hereby insured, or to, upon, or in, any Building hereby insured, or any Building or Place 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 Society signified by endorsement hereon, the Insurance as to the Property affected thereby ceases to attach.

3. This 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, Government Stamps, Prints, Paintings, Drawings, Sculptures, Musical, Mathematical, or Philosophical Instruments, Patterns, Models, or Moulds, unless specially mentioned in the Policy; nor Deeds, Bonds, Bills of Exchange, Promissory Notes, Money, Securities for Money, or Books of Account; nor Gunpowder; nor Loss or Damage by Fire to Property occasioned by or happening through its own Spontaneous Fermentation or Heating, or by or through Invasion, Foreign Enemy, Riot, Civil Commotion, or Military or Usurped Power; nor Loss or Damage by Explosion of Gas or otherwise, except from Gas Explosion occurring on the premises hereby insured.

4. This 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 Society, and the subsistence of the Insurance in favour of such other person be declared by a memorandum endorsed hereon by or on behalf of the Society.

5. 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 Society, and within fifteen days at latest to deliver to the Society a Claim for any Loss or Damage, containing as particular an account as may be reasonably practicable of the several articles or matters damaged or destroyed by Fire, with the estimated value of each of them respectively, having regard to their several values at the time of the Fire, 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 shall have been given and produced, and such statutory declaration, if required, shall have been made.

6. If the Claim be in any respect fraudulent, or if any statement or statutory declaration made in support thereof be false, or if the Fire was occasioned by or through the wilful act, procurement, or connivance of the Insured or any Claimant, all benefit under this Policy is forfeited.

7. The Society may, if it think fit, reinstate or replace 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.

8. On the happening of any Loss or Damage by Fire to any Property in respect of which a Claim is, or may be, made under this Policy, the Society, without being deemed a wrong-doer, may by its authorised Officer and Servants, enter into the Building or Place in which such Loss or Damage has happened, and for a reasonable time remain in possession thereof and of any Property hereby insured which is contained therein, for all reasonable purposes relating to, or in connection with, the Insurance hereby effected thereon, and this Policy shall be evidence of leave and license for that purpose.

9. If at the time of any Loss or Damage by Fire happening to any Property hereby insured, there be any other subsisting Insurance or Insurances covering the same Property, this Society shall not be liable to pay or contribute more than its rateable proportion of such Loss or Damage.

10. In all cases where any other subsisting Insurance or Insurances covering any Property hereby insured, either exclusively or together with this Policy, in and subject to the same risk only, shall be subject to the Conditions of Average, the Insurance on such Property under this Policy shall be subject to the Conditions of Average in like manner.

11. Where the Society does not claim to avoid its liability under the Policy on the ground of fraud or non-fulfilment of any of the Conditions hereinbefore set forth, but a difference at any time arises between the Society and the Insured or any Claimant under this Policy as to the amount payable in respect of any alleged Loss or Damage by Fire, every such difference, when and as the same arises, shall be referred to the arbitration of some person to be chosen by both parties, or of two indifferent persons, one to be chosen by the party claiming and the other by the Managers of the Society, and in case either party shall refuse or neglect to appoint an Arbitrator within twenty-eight days after notice, the other party shall appoint both Arbitrators, and in case of disagreement between the Arbitrators, then of an Umpire, who shall have been chosen by the Arbitrators before entering on the reference, and in the case of the death of the Arbitrators, or of one of them, or of the said Umpire, another or others shall be appointed in his or their stead; each party to pay his or their own costs of the reference, and a moiety of the costs of the award; and the reference in all other respects shall be subject to such rules and conditions as are usually inserted in orders for reference at *Nisi Prius* if the Parties differ about the same, and the award of the Arbitrators or Umpire, as the case may be, shall be finally binding upon all parties, and shall be conclusive evidence of the amount payable in respect of the said Loss or Damage. And it is hereby expressly declared to be a condition of the making of this Policy, and part of the contract between the Society and the Insured, that where the Society does not claim to avoid its liability under the Policy on the ground of fraud or non-fulfilment, as aforesaid, the Party insured or Claimant shall not be entitled to commence or maintain any action at law or suit in equity on this Policy till the amount due to the Insured shall have been awarded as hereinbefore provided, and then only for the sum so awarded, and the obtaining of such award shall be a condition precedent to the commencement of any action or suit upon the Policy.

12. In all cases where this Policy is void, or has ceased to be in force, under any of the foregoing Conditions, all moneys paid to the Society in respect thereof will be forfeited.

Messrs. MARSHALL & SNELGROVE,

Of Vere Street, Oxford Street, Henrietta Street and Marylebone Lane,
Linen Drapers, Silk Mercers and General Warehousemen.

£11,000	On Building of the lower portion of that part lettered A , being Basement and Ground Floor only.
1,000	On One Year's Rent thereof.
1,200	On Plate Glass, Silvered Plate Glass, and Chandeliers therein.
114,000	On Stock-in-Trade, their own, in trust, or on commission for which they are responsible, and on Utensils, Fixtures, and Fittings (excluding Plate Glass, Silvered Plate Glass, and Chandeliers) therein.
2,000	On Building of the Fireproof division , being the first floor of that part lettered A .
300	On One Year's Rent thereof.
10,000	On Stock-in-Trade, their own, in trust, or on commission for which they are responsible, and on Utensils, Fixtures and Fittings (excluding Plate Glass, Silvered Plate Glass, and Chandeliers) therein.
9,000	On Building of the upper portion of that part lettered A .
400	On One Year's Rent thereof.
1,600	On Furniture in private use therein.
6,000	On Building lettered B .
1,300	On One Year's Rent thereof.
1,200	On Furniture in private use therein.
300	On Plate Glass, Silvered Plate Glass, and Chandeliers therein.
38,000	On Stock-in-Trade, their own, in trust, or on commission for which they are responsible, and on Utensils, Fixtures, and Fittings (excluding Plate Glass, Silvered Plate Glass, and Chandeliers) therein.
2,800	On Building lettered C .
200	On One Year's Rent thereof.
150	On Plate Glass, Silvered Plate Glass, and Chandeliers therein.
17,000	On Stock-in-Trade, their own, in trust, or on commission for which they are responsible, and on Utensils, Fixtures and Fittings (excluding Plate Glass, Silvered Plate Glass, and Chandeliers) therein.
8,000	On Building lettered D .
1,100	On One Year's Rent thereof.
1,000	On Furniture in private use therein.
650	On Plate Glass, Silvered Plate Glass, and Chandeliers therein.
44,000	On Stock-in-Trade, their own, in trust, or on commission for which they are responsible, and on Utensils, Fixtures and Fittings (excluding Plate Glass, Silvered Plate Glass, and Chandeliers) therein.
8,000	On Building lettered E .
1,100	On One Year's Rent thereof.
900	On Furniture in private use therein.
750	On Plate Glass, Silvered Plate Glass, and Chandeliers therein.
49,500	On Stock-in-Trade, their own, in trust, or on commission for which they are responsible, and on Utensils, Fixtures, and Fittings (excluding Plate Glass, Silvered Plate Glass, and Chandeliers) therein.
3,200	On Building lettered F .
350	On One Year's Rent thereof.
450	On Furniture in private use therein.
250	On Plate Glass, Silvered Plate Glass, and Chandeliers therein.
10,000	On Stock-in-Trade, their own, in trust, or on commission for which they are responsible, and on Utensils, Fixtures and Fittings (excluding Plate Glass, Silvered Plate Glass, and Chandeliers) therein.
2,500	On Building lettered G .
250	On One Year's Rent thereof.
550	On Furniture in private use therein.
1,000	On Stock-in-Trade, their own, in trust, or on commission for which they are responsible, and on Utensils, Fixtures and Fittings (excluding Plate Glass, Silvered Plate Glass, and Chandeliers) therein.
<u>£351,000</u>	

Sundry Stoves for warmth only securely fixed allowed.

Insurances in other Offices, the amounts to be declared in the event of loss.

Memorandum.—This Office will be liable for payment of Rent (in no case exceeding its proportion of the respective amounts insured thereon) in the event of either or all of the Buildings above specified being untenable in consequence of damage or destruction by fire, or for such a proportion thereof as the term during which it or they may be untenable, shall bear to the whole term above specified.

The Building Society & General Fire
Insurance Company Limited.

FIRE POLICY.

No. 3304

Messrs Marshall
and Shelgrove of London

SUM INSURED, £200

Present Payment £6" 3" 9

Annual Payment £4" 10" 0

Premium Due Christmas

Please examine your Policy, and if any error be found,
return it immediately for correction.

JESSE BROAD & Co., Printers, 9, Lloyd Street, Albert Square, Manchester.

Memo: CH

This Policy is hereby declared to cover 2307 Larks of each
of the items of the Schedule annexed, which is to be taken as
part of this Policy, and not as therein stated. - Said Letters
refer to Plan and Report lodged in this Office and dated July 1884.
Workmen allowed in the aforementioned Buildings until the 24th
day of December 1884. - the receipt of £1.0.0. additional Premium
is hereby acknowledged.
Entered in the Office books
this 22nd day of August 1884.
E. Fry



E. Fry
Secretary