

The  
**Manchester & London Fire Insurance Company,**  
 Limited.

Policy No. 2842

Sum Insured, £ 1500

This Policy of Insurance Witnesseth THAT Messrs. Parker and Sparke Evans  
and Company of Avonside Tannery, Saint Philips, Bristol, Tanners

hereinafter called the Insured, having paid to **THE MANCHESTER AND LONDON FIRE INSURANCE COMPANY, Limited** (hereinafter called the Company), the sum of Two pounds Three shillings for insuring against loss or damage by Fire, as hereinafter mentioned, the property hereinafter described, in the several sums following, namely:—

£1500 On Liquor in Pits under Drying Lofts marked N<sup>o</sup> 10 and 11, on plan lodged with this Office being part of their premises called "Avonside Tannery" situate at Bristol aforesaid. Subject to the following Conditions of Average.

CONDITIONS OF AVERAGE.

1.—It is hereby declared and agreed, that whenever a sum insured is declared to be subject to the Conditions of Average, if the Property so covered shall at the breaking out of any Fire be collectively of greater value than the sum insured thereon, then this Company shall pay or make good such a proportion only of the loss or damage as the sum so insured shall bear to the whole value of the said Property at the time when such Fire shall first happen.

2.—But it is at the same time declared and agreed, that if any Property included in such Average, shall at the breaking out of any Fire be insured by any other Policy which, whether subject to Average or not, shall apply to part only of the Buildings or Places, or of the Property to which such Average extends, then this Policy shall not cover the same, excepting only as regards any excess of value beyond the amount of such more specific Insurance, which said excess is declared to be under the protection of this Policy, and subject to Average as aforesaid.

3.—And it is further declared and agreed, that if the Assured shall claim under this Policy for loss or damage to Property embraced in the terms of any Average Policy extending as well to other Buildings or Places, or to other Property not included in the terms of this Insurance, and if at the breaking out of any Fire, there shall not be any Property in such other Buildings or Places, or any such other Property actually at risk to be protected by such Policy, then so far as regards the settlement of any claim under this Policy, the terms and liability thereof shall be held to be concurrent in all respects with those of such other Policy.

The Company hereby agrees with the Insured (but subject to the conditions endorsed hereon, 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 Twelfth day of May 1879, and the Twentyfourth day of June 1880, both inclusive, or at any time afterwards, so long as the Insured or their Representatives in interest, shall pay to the Company, and they shall accept the sum required for the renewal of this Policy, on or before the Twentyfourth 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 One Thousand Five Hundred Pounds

In Witness whereof, we, two of the Directors of the said Company, have subscribed our names to this Policy, and the Seal of the Company has been affixed to it, this Sixteenth day of May 1879.

Samy Giles

E. L. Cotton

H. Plummer



*Middlesex*

*2802*

The Manchester and London Fire  
Insurance Company, Limited.

TEMPORARY OFFICES

MANCHESTER CHAMBERS, MARKET STREET,  
MANCHESTER.

FIRE POLICY, No. *2802*

NAME, *Messrs P. S. Evans & Co.*

AMOUNT, *£2500*

PRESENT PREMIUM..... *£ 2 : 3 : 6*

FUTURE PREMIUM ..... *£ 1 : 17 : 6*

PAYABLE AT *Middlesex*

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



THE CONDITIONS REFERRED TO IN THIS POLICY ARE AS FOLLOWS:—

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 Company, 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 Company, 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, except Loss or Damage by Explosion of Gas in a Building not forming part of any Gas Works.

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 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.

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 Company, and within fifteen days at latest to deliver to the Company 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 Company 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 Company, 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, whether effected by the Insured or by any other person, covering the same Property, this Company 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, whether effected by the Insured or by any other person, covering any property hereby Insured either exclusively or together with any other Property 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. 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 and no imputation of fraud is made by the Company, 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, and a condition precedent to the issue of this 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 Company in respect thereof will be forfeited.

