Fire Policy.
No. 10007

Sum Insured.
£ 1000

Present Payment.
From 25th December 1888
To Christmas 1889
£ 5·0·0

Future Payment.
At Christmas Annually
£ 5·0·0

Scottish Alliance Insurance Company,

LIMITED.

Fire — Accident.

Extraordinary Directors.

J. G. A. BAIRD, Esq., of Muirkirk, Ayrshire, M.P.

Sir JOHN NEILSON CUTHBERTSON, Chairman of Glasgow School Board.

Sir JAMES BAIN, Ex-Lord Provost of Glasgow.

R. VARY CAMPBELL, Esq., M.A., LL.B., Advocate, Edinburgh.

WILLIAM CAIRNEY, Esq., of Messrs THOMAS SKINNER & Co., Shipowners, London and Glasgow.

Ordinary Directors.

Chairman—JOHN SHEARER, Esq., J.P., Merchant, Merryles House, near Glasgow.

Bailie HUGH WALLACE, Lancefield Works, Glasgow.

ROBERT RAMSEY, Esq., J.P., Hide and Wool Broker, 14 Park Terrace, Glasgow.

ARCHIBALD GILCHRIST, Esq., J.P., of Messrs BARCLAY, CURLE & Co., Limited, Shipbuilders and Engineers, Glasgow.

JAMES OSBORNE, Esq., J.P., Merchant, Glasgow.

THOMAS MORRISON, Esq., Manufacturer, Glasgow.

JAMES BILSLAND, Esq., of Messrs BILSLAND BROTHERS, Glasgow.

FRANCIS CAULFIELD, Esq., Merchant, Glasgow.

WILLIAM STRANG, Esq., J.P., Power Loom Manufacturer, Glasgow.

JAMES LAW, Esq., of Messrs THOMAS LAW & Co., Shipowners, Glasgow.

JAMES T. TULLIS, Esq., Deacon-Convener of the Trades House of Glasgow.

CAPITAL £250,000, FULLY SUBSCRIBED.
WITH POWERS TO INCREASE TO £1,000,000.

Agency London
A. Absell Esq.

CHIEF OFFICES: 24 GEORGE SQUARE, GLASGOW.

This Policy of Insurance Witnesseth THAT Messrs C. Walser and Company No. 28 and 29 Cheapside London. E.C. Silk Goods Warehousemen. hereinafter called The Insured, having paid to the Scottish Alliance Insurance Company, Limited, hereinafter called The Company, the sum of Five Pounds Sterling. for insuring against loss or damage by Fire, as hereinafter mentioned, the property hereinafter described, in the several sums following, namely:—

One Thousand Pounds Sterling. On stock, utensils, fixtures and goods in trust or on commission for which they are responsible in buildings all communicating, situate No. 28 and 29 Cheapside aforesaid, part occupied by the Proprietor of the "Queen Anne" Restaurant, part occupied by an Oilman and dealer in gas stoves, part occupied by a Stores, part let as offices, and the remainder in house of Warehousemen. No Outhouse detached. No pipe stove therein. Brick built and communicating by double iron doors with the Warehouse No. 27 same Street (to which this insurance does not extend) occupied as the "Queen Anne's" Restaurant and by Warehousemen. Subject to Average as per slip affixed £1000

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

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 rateable share of the loss accordingly.

The Company hereby agrees with The Insured (but subject to the conditions on 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 4 o'clock of the 25th day of December 1888, and 4 o'clock of the 25th day of December 1889, 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 25th 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 One Thousand Pounds Sterling.

In Witness whereof the Directors of the Company have caused the Seal of the Company to be hereto affixed, and one of the Directors has hereunto subscribed his name this Fourteenth day of January One Thousand Eight Hundred and eighty nine

Signed and Sealed in presence of

Examined

Entered

James Osborne Director.

Robert Muir General Manager.

Please read your Policy and its Conditions, and see that it is in accordance with your intentions.

Scottish Alliance Insurance Company.

Limited.

CAPITAL, £250,000,

Fully Subscribed.

With powers to increase to £1,000,000.

CHIEF OFFICES:

24 GEORGE SQUARE, GLASGOW.

Fire Policy No. 10,007

Sum Insured, £ 1000

Name of Insured Messrs C. Walker & Co

Present Payment, £ 5·0·0

Future Payment, £ 5·0·0

Renewable at Christmas

Please read your Policy, and if not strictly in accordance with your intentions, return it immediately for correction.

Agent, A Absell Esq

Agency, London

THE CONDITIONS WITHIN REFERRED TO ARE AS FOLLOWS:—

1. Any material mis-description of any of the Property expressed to be hereby insured, or of any Building or Place in which any of the Property is herein stated to be contained, or any omission to disclose, or any misrepresentation as to any fact material to be known to the Company, for estimating the risk, renders this Policy void so far as regards the Property affected by such mis-description, omission or misrepresentation

2. If after the Insurance has been effected, anything whereby the danger of Loss or Damage by Fire to any of the Property hereby insured is increased be done thereto, or to or upon or in any Building or Place in which any of the Property hereby insured is contained, or if any of the property be removed from the Building or Place in which it is herein stated to be contained, without, in each and every case the sanction of the Company, signified by a memorandum made on the Policy by or on behalf of the Company, or if the Insured shall refuse or neglect to pay any further premium which may be demanded in consequence of any increase of risk the Insurance as to the Property affected thereby shall cease to attach.

3. This Policy does not cover goods held by the Insured in trust or on commission unless expressly described as such in the Policy, nor China, Glass, Looking-glasses, Jewels, Clocks, Watches, Trinkets, Medals, Curiosities, Manuscripts, Government Stamps, Engravings, Prints, Paintings, Drawings, Sculptures, Tapestries, Musical, Mathematical, or Philosophical Instruments Plans, Patterns, Models, Moulds or Designs, unless specially mentioned in the Policy, nor Deeds, Bonds, Bills of Exchange, Promissory Notes, Money or Securities for Money. Documents of Title, Books of Account, or Gunpowder; nor does it cover Losses by Theft, nor Loss of or Damage to Property occasioned by its undergoing any heating process, nor loss of or damage to property arising from Spontaneous Fermentation or heating of such Property; nor by Explosion, except Loss or Damage by Explosion of Coal Gas in a building not forming part of any Gasworks, and to which building, or to the contents of which building, this Policy applies; nor does it cover any Loss or Damage occasioned by or in consequence of Invasion, Foreign Enemy, Hostilities, Riot, Civil Commotion, or Earthquake.

4. This Policy ceases to be in force as to any of the property hereby insured upon the interest of the Insured therein passing from him otherwise than by Will or operation of Law, unless notice thereof be given to the Company, and the Insurance be declared to be continued to a successor in Interest by a memorandum made on the Policy by or on behalf of the Company.

5. On the happening of any Loss or Damage, the Insured shall forthwith give notice thereof in writing to the Company, and shall within fifteen days, after such Loss or Damage, and at his own expense, deliver to the Company a claim in writing for the Loss or Damage, stating the several amounts of the Loss or Damage in respect of all the several items of Insurance respectively, and containing as particular an account as may be reasonably practicable of the several articles and things damaged or destroyed, with the estimated value of each of them respectively, having regard to their value at the time of the Loss or Damage. The Insured shall also produce and give to the Company, when, where, and to whom, and in manner required by it, and at his own expense, all such plans, specifications, estimates, deeds, books of account, vouchers, invoices, copies thereof, documents, proofs, and explanations with respect to the claim and the alleged Loss or Damage, and the circumstances of the Loss or Damage, and the ownership of or interest in the Property hereby insured, and as to other Insurances, and also as to all other matters as may be reasonably demanded; and also if required shall make and cause to be made statutory declarations of the truth of the claim, and of any of the matters aforesaid, and no claim whatever under this Policy shall be payable unless the terms of this condition have been complied with.

6. If the claim be in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account, entry, voucher, invoice, or other document, proof, or explanation be produced or given, or if any fraudulent means or devices are used by the Insured, or any one acting on his behalf to obtain any benefit under this Policy, or if any false statutory declaration be made, or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured, all benefit under this Policy is forfeited.

7. The Company at its option at any time, whether or not the amount of the loss or damage has been adjusted or ascertained, or an award has been made, instead of paying such amount, may make good the loss or damage wholly or in part by rebuilding, reinstating, repairing or replacing any of the buildings or other property hereby insured, or such parts thereof as the Company may think fit. In case the Company elect to do so, the Insured at his own expense, shall supply or produce as and when required all plans, specifications, measurements, documents, books, and information, oral and documentary, which may be requisite for the purpose. Provided always that the Company shall not in any case be liable to lay out or expend in respect of any one of the items insured more than the sum insured by the Company thereon.

8. On the happening of any Loss or Damage in respect of which a claim is or may be made under this Policy, the Company and every person authorized by the Company may enter, take, and keep possession of the Building or Premises where the Loss or Damage has happened, and may take possession of, or require any Property of the Insured on the Premises at the time of the Loss or Damage or any of the Property hereby insured, to be delivered to them, and may examine, sort, sift, arrange, remove, and keep possession of such Property until the claim is adjusted or settled, without thereby incurring any liability, and this Condition shall be evidence of the authority of the Company and of the leave and license of the Insured so to do. If the Insured or any one acting on his behalf shall not comply with the requirements of the Company, or shall hinder or obstruct the Company in doing any of the above-mentioned acts, then all benefit under this Policy shall be forfeited.

9. The Company may in the name of the Insured at any time, whether before or after the adjustment or ascertainment of any alleged Loss or Damage insured against, sell or dispose of any Salvage, or any of the Property taken possession of or removed by its authority, and this Condition shall be evidence of the authority of the Company, and of the leave and license of the Insured so to do. And in the event of the Policy being void, ceasing to attach, or its benefits being forfeited, the Company shall not be liable in respect of such sale or disposal to any greater amount than the net proceeds of such Salvage or Property. The Insured shall not, in any case, have any right to abandon any Property to the Company, whether taken possession of by the Company or not.

10. If, at the time of any Loss or Damage happening to any of the Property hereby insured, there be any other subsisting Insurance or Insurances, effected by the Insured or by any other person or persons covering the same Property, this Company shall not be liable to pay or contribute more than its rateable portion of such Loss or Damage, and such contribution with the contributions from the other subsisting insurance or insurances shall, when taken together, in no case exceed the money value of the Loss or Damage done to said Property.

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

12. On the happening of any Loss or Damage, the Insured shall forthwith give notice in writing to the Company of all other Insurances effected by him covering any of the Property hereby insured, and no claim under this Policy shall be payable until such notice shall have been given.

13. No Insurance will be in force until, nor will the Company be liable in respect of any Loss or Damage happening before the Premium, or a deposit on account thereof, is actually paid, and no such Payment or Deposit and no Payment in respect of the Renewal of this Policy shall be good unless a receipt for it, upon a printed form issued from the Office of the Company and signed by one of the Company's authorised officers or Agents, shall have been given to the Insured.

14. Every notice or communication to the Company required by any of these Conditions must be written or printed.

15. 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, each party to pay his, her, or their own costs of the reference, and a moiety of the costs of the Award (including the Arbitrators' and Umpire's fees), 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 this Condition shall be deemed and taken to be an Agreement to refer as aforesaid. And it is hereby expressly declared to be a Condition of the making of this Policy, and part of the Contract between the Company and the Insured, that where the Company 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, 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 Suit or Action at Law upon this Policy.

16. Whenever any person is referred to herein as the Insured, such description shall include not only the person effecting the Policy, but his successor in interest duly acknowledged by a memorandum made on the Policy by or on behalf of the Company.

17. In all cases where this Policy is void, or has ceased to be in force or to attach, or all benefit under it is forfeited, all moneys paid in respect thereof will be forfeited to the Company.