

ANNUAL POLICY.

The Manchester Fire Assurance Company

ESTABLISHED 1824.

SCOTTISH BRANCH—
16, St. Vincent Place,
GLASGOW.

HEAD OFFICE:—98, King St., Manchester.

LONDON OFFICE:—96, Cheapside, E.C.

LONDON BRANCHES:—

14, Mincing Lane, E.C.
The Clock House,
Arundel St., Strand, W.C.
63, St. James St., S.W.
Town Hall Chambers,
Stratford, E.

Present Premium £ *n: 15: 0*

Less Return on Cancelled

Policy £ *n: 0: 0*

£ *n: 15: 0*



CAPITAL £1,800,000.

Nº 1063023

BRANCH OFFICES:—

63, Temple Row, BIRMINGHAM.
56, Broad Street, BRISTOL.
63, Dame Street, DUBLIN.
16, St. Vincent Place, GLASGOW.
22, Bond Street, LEEDS.
9, Water Street, LIVERPOOL.
23, Dean Street, NEWCASTLE-ON-TYNE.
24, Low Pavement, NOTTINGHAM.
Regent Street, WREXHAM.

Annual Premium, £ *n: 15: 0*

Payable at *Whitsunday*.

This Policy of Insurance witnesseth THAT

Mr John Miller, Writer, 102 West Regent Street, Glasgow as Veritable Creditor prime loco and Mr Angus Kennedy, Contractor, 102 West Regent Street, Glasgow as Proprietor in Retention.

(hereinafter called the Insured), having paid to THE Manchester Fire Assurance Company (hereinafter called the Company), the sum of £ *n: 15: 0* for Insuring against loss or damage by Fire, as hereinafter mentioned, the Property hereinafter described, in the several sums following, namely:—

The Building of a Stone & brick bulbar and slated semi-detached villa situate 10/10 South Crescent, Glasgow occupied as Dwelling House by Mr Miller £ *940.*
The one year Rent thereof £ *60.*
£ *1000.*

MEMORANDUM:—The insurance on Rent is recoverable only in the event of said Building being destroyed, or so damaged by fire as to become untenable. The Company will be liable for the Rent of said Building during the period necessary for reinstatement, not exceeding the term and sum stated.

The Company hereby agrees

with the Insured (but subject 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 *22nd* day of *May* 18*94* and the *15th* day of *May* 18*95*, both inclusive, or at any time afterwards, so long as the Insured or *his* Representatives in interest shall pay to the Company, and it shall accept 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*.

PROVIDED ALWAYS that the Capital, Stock, and Funds, or Property of the Company, shall alone be liable to answer and make good all Claims and Demands under and by virtue of this Policy, and that no Director, Shareholder, or Member of the Company shall be in anywise subject or liable to any such Claims or Demands, nor be in anywise charged by reason of this Policy beyond the amount of his or her Share or Shares in the Capital of the Company; it being a part of this Contract that the responsibility of the individual Members of the Company shall in all cases be limited to the Shares respectively held by them at the time of such Claim or Demand.

In Witness whereof this Policy has been sealed with the Common Seal of the Company, and signed by one of the Directors of the Company, this *29th* day of *May* 18*94*.

Examined, *K.*

Wm. Miller

1605.



THE
MANCHESTER
FIRE ASSURANCE COMPANY,
ESTABLISHED 1824.

Capital : £1,800,000.

Head Office :
98, KING STREET, MANCHESTER.

London Office :
96, CHEAPSIDE, E.C.

WITH BRANCH OFFICES IN

BIRMINGHAM,
BRISTOL,
DUBLIN,
GLASGOW,

LEEDS,
LIVERPOOL,
NEWCASTLE-ON-TYNE,
NOTTINGHAM, and

WREXHAM.

Policy No. 1063023

Name John Miller & Co.

Sum Insured £ 1000

Present Premium £ " : 15 : "

Annual Premium £ " : 15 : "

Renewable at Whit Sunday

Agent J Miller

at Glasgow

Memo. The interest in this policy is now transferred to and
vested in The Trustees of the late Archibald Gardner, Writer
in Paisley, as Heritable Creditors, primo loco; Mr. John
Miller, Writer, N^o. 2 West Regent Street, Glasgow, as Herit-
able Creditor, secundo loco, and Mr. Angus Kennedy, Contractor,
N^o. 57 West Regent Street, Glasgow, as proprietor in reversion.

Entered in the Office Books at
Glasgow this 10th July 1894. }

James Allen
Res. Secy.





G. R. DAVIES, Esq. (Messrs. George Fraser, Son, & Co.)
CHARLES T. DRABBLE, Esq. (Messrs. Drabble Bros.)
JAS. ECKERSLEY, Esq. (Messrs. Davies & Eckersley, Limited.)

J. B. MOFFAT, *Manager and Secretary of the Company.*

J. ARTHUR HUTTON, Esq. (Messrs. J. F. Hutton & Co.)
ALFRED NEILD, Esq. (Messrs. Thos. Hoyle & Sons, Ltd.)
FREDERICK S. SCHWABE, Esq. (Messrs. Salis Schwabe & Co.)

1. Any material misdescription of any of the Property expressed to be hereby insured, or of any Building or Place in which any of the Property is hereby stated to be, or any omission to state the existence of any hazardous trade, or of any apparatus in or by which heat is produced other than grates in common fire-places therein, or any misstatement of or omission to state any fact material to be known for estimating the risk, whether existing at the time of effecting the Insurance or afterwards, renders this Policy void as to the Property affected by such misdescription, misstatement, or omission respectively.

2. If, after the Insurance has been effected, anything whereby the danger of loss or damage to any of the property insured is increased be done thereto, or to or upon or in any building or place in which any of the said property is contained, or if any property hereby insured be removed from the building or place in which it is herein described as being contained, or if any addition to the risk arise from any other cause whatsoever, without, in each and every of such cases, the assent or sanction of the Company, signified by endorsement hereon, or if the Insured be refused or neglect to pay any further Premium which may be demanded in consequence of any increase of risk, the Insurance as to the property so removed or added shall be void, and the part thereof, shall fall except as a result of a fire, all Insurance by this Company on or to its contents shall immediately cease and determine.

3. This Policy does not cover Property 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, Metals, Curiosities, Manuscripts, Government Stamps, Engravings, Prints, Paintings, Drawings, Sculptures, Tapestries, Musical, Mathematical, or Philosophical Instruments, Plans, Patterns, Models, Moulds, Maps, Globes, or any other articles of value, except such as may be specifically described in the Policy; nor any loss of or damage to Documents of Title to Goods, Stocks, or Books of Account; nor any loss of or damage to any property caused by fire originating from or in consequence of Invasion, Foreign Enemy, Rebellion, Insurrection, Riot, Civil Commotion, Hostilities, or any Military or Usurped Power whatsoever, or by or through any Earthquake or Hurricane, or by or through the Spontaneous Fermentation or Heating of the subject insured; nor Goods or any property whatsoever, except such as may be specifically described in the Policy, which may be lost or damaged by or in consequence of Explosion (except Loss or Damage to a Building or Property contained therein, caused by Explosion of Gas in such building not being a building in which Gas is manufactured); nor Loss or Damage by the Explosion of Gas arising from any other cause than contact with fire; nor Loss or Damage to Property which at the time of the happening of such Loss or Damage is insured by any Marine Policy or Policies, or by any other Policy or Policies, except such as may be specifically described in the Policy, which may be in excess of the amount which would have been payable under the Marine Policy or Policies had this Policy not been effected.

4. No Insurance by the Company shall be in force until the Premium, or a deposit on account thereof, be actually paid. No receipts for any Premiums of Insurance shall be valid or available for any purpose whatever except such as are printed and issued from the Company's Office, and signed by one of the Clerks or Agents of the Office; and any condition or proviso contained in, endorsed upon, or written upon any Policy of Insurance, shall be null and void, unless the same be in conformity with the provisions herein set forth. The day of the month of the year, and the day of the week, shall be deemed and taken to have the following meanings, that is to say—"Candlemas" shall mean Four o'clock in the afternoon of the 2nd day of February;—"Ladyday" shall mean Four o'clock in the afternoon of the 25th day of March;—"Whitsunday" shall mean the 1st day of June;—"Trinity Sunday" shall mean the 10th day of June;—"Lammas" shall mean Four o'clock in the afternoon of the 1st day of August;—"Michaelmas" shall mean Four o'clock in the afternoon of the 29th day of September;—"Martinmas" shall mean Four o'clock in the afternoon of the 11th day of November; and—"St. Andrew's Day" shall mean the 30th day of November, or the 1st day of December; and the day of commencement and ending of the Policy shall commence and end respectively at Four o'clock in the afternoon of the day so named.

5. This Policy shall cease to be in force as to any of the Property 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 declared to be continued to the successor in interest by a memorandum endorsed hereon by or on behalf of the Company.

[illegible]

7. If the claim be in any respect fraudulent, or if any fraud 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 by anyone acting on his behalf to obtain any benefit under this Policy, or if any false statutory declaration be made or used in support thereof, or if the fire be occasioned by or through the procurement or with the knowledge or connivance of the Insured, or if the claim be not made within the months of the fire, or if made and retorted, any action or suit be not commenced within three months after the date of the fire, or if in any of the above circumstances the arbitrators appointed by the 15th Company within three months after the arbitrators or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.

3. The Company may, if it fits, at its option, at any time, whether or not the loss has been adjusted or ascertained or an award or a tender has been made, or any negotiation for or order of a settlement of the loss has taken place, make good the loss or damage wholly or in part or may join with any Company or Insurers in so doing, by re-building, reinstating, repairing, or otherwise making good the loss or damage, and the Company may, at its option, or may join with any Company or Insurers in so doing, pay the sum or sums so required by the Company elected to do so, the Insurance, at his own expense, shall supply, 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 pay out or expend in respect of any one of the items insured more than the sum insured by the Company therein. If, in any case, any provisions in any Government or other law, or in any contract, or in any deed, or in any agreement, or in any instrument, or in any will, or in any other document, shall in any case be unable to reinstate or repair any building or buildings covered by the Insurance, it shall only be liable to pay such sum as would have sufficed for the reinstatement or repair of such building or buildings if no such regulations had been in force. In the event of the Company being prevented from reinstating as aforesaid by or through the action of any Government or other law, or by or through the action of the owners, tenants, or occupiers of the property, or other parties interested therein, all representatives, or by or through the action of the owners, tenants, or occupiers of the property, or other parties interested therein, all

9. On the happening of any Loss or Damage in respect of which 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 of the Property, or any Property of the Insured on the Premises at the time of the Loss or Damage 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 to the Company, and every such person as aforesaid, 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.

to. The Company may, in the name of the Insured or otherwise at any time, whether before or after the adjustment or ascertainment of any alleged loss and 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 to the Company, and of the leave and license of the Insured to the Company so to do. And in the event of the Policy being void, ceasing to attach, or its benefit 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 respect be entitled to abandon any Property to the Company, whether taken possession of by the Company or not.

11. The Insured must, at the time of effecting the Insurance, give notice to the Company of any Insurance or Insurances already made elsewhere on the Property hereby Insured, or any part thereof, and on effecting any Insurance or Insurances during the currency of this Policy elsewhere on the Property hereby Insured, or any part thereof, the Insured must also forthwith give notice to the Company thereof so that the particulars thereof may be endorsed on the Policy, and unless such notice be given, the Insured will not be entitled to any benefit under this Policy, and on the happening of any loss or damage, the Insured shall forthwith declare in writing, to the Company, the existence of such other Insurances, and the giving of such notice at the respective times aforesaid shall be a condition precedent to the recovery of any claim under this Policy.

12. 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, or any part thereof, and whether made prior or subsequent to the date of this Policy, and whether valid or not valid, and whether concurrent with this Policy or otherwise, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

13. 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, shall be subject to average, the Insurance on such Property under this Policy shall be subject to average in like manner.

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

15. If any difference shall arise as to the adjustment of a loss, the questions (if any) to be paid by the Company shall, whether a right to recover on the Policy be disputed or not, and, independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or of two indifferent persons, one to be chosen by the party insured and the other by the Company. The arbitrator or arbitrators so chosen shall have been given by the other party to him to do so, the other party shall be entitled to appoint both Arbitrators, and in case of the Arbitrators differing upon the whole or any part of the questions submitted to them, the questions between the parties shall be submitted to an Umpire, to be chosen by the Arbitrators, either before or after the award of the Arbitrators, and the award of the Umpire shall be final and conclusive. The award of the Arbitrators or of the Umpire, shall be conclusive evidence of the amount of the loss, and the party insured shall not be entitled to commence or maintain any action against the Company until the amount of the loss shall have been referred and determined as hereinbefore provided, and then only for the amount so awarded, and the arbitrators or umpire shall not be entitled to award any sum in excess of the amount so awarded, and the award made a rule of either division of the High Court of Justice by either party.

16. In every case where the Company shall pay a whole or a partial loss, they shall be entitled to all the rights of the Insured against third parties in respect of the loss so paid, and the Insured shall, upon demand, assign to the Company such rights.

17. 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 shall be forfeited to the Company.

N.B.—Policies should be read, and if not in accordance with the wishes of the Assurers, should be returned for alteration.