

C. W. Ham



No. 157988

54283



Sum Insured, £ 60.

Premium £ s. d. - - - : 2 : =

THE ESSEX AND SUFFOLK EQUITABLE INSURANCE SOCIETY.
HEAD OFFICE:—HIGH-STREET, COLCHESTER.

This Policy of Insurance witnesseth, THAT *Captain Jonathan Cook of Wivenhoe*

has paid to the Directors of the "ESSEX and SUFFOLK EQUITABLE INSURANCE SOCIETY," for the insuring of Houses, Buildings, Goods, Merchandize, and Effects from Loss or Damage by Fire the sum of *Two Shillings* for Insuring from Loss or Damage by Fire, an amount not exceeding in each case the Sum or Sums hereinafter declared to be insured on the Property hereinafter described, in the place or places hereinafter specified, and not elsewhere, unless allowed by indorsement previously made, namely:—

40. On the Stores belonging to the Yacht *Deeze* only, consisting of Sails, Paper & other gear, belonging thereto, stored in a dwellinghouse built of Brick on all sides, situated & occupied by the Insured, & being *20 H. New Road Wivenhoe*.

20. On the boat & spars belonging to the said Yacht only, stored in *Hush's Store* built of timber, & situated in the *Harbour Wivenhoe* *as 15/97*

100. On the Hull & spars & fittings in the river adjoining *Colne*

Amazon & Breeze

See enclosures To be Town (per Mr Collins request)

160 2/6

Now know all Men by these Presents, That from the *26th* day of *November* 1892, to and inclusive of the *26th* day of *May* 1893, the Stock, Funds, and Property of the said Society shall be subject and liable to pay or make good to the said Insured, his Heirs, Executors, and Administrators, in manner in that behalf provided by the Society's Deeds of Settlement, or any Resolution passed, or to be passed, varying the same, all Loss or Damage as shall happen by Fire (except Loss or Damage by Fire happening by any Invasion, Foreign Enemy, Civil Commotion, or Riot, or any Military or Usurped Power whatever) on or to the Property herein particularised, not exceeding on each item the Sum herein declared to be insured thereon, amounting in the whole to no more than the sum of *Two* Pounds, according to the Terms and Conditions indorsed on this Policy.

PROVIDED ALWAYS that in case the Stock, Funds, and Property of the said Society shall be insufficient to pay or make good to the said insured, his Heirs, Executors, and Administrators, all Loss or Damage by Fire as aforesaid, then the Members at large of the said Society shall be liable to pay or make good the same in proportion to their respective Insurances in manner in that behalf provided by the said Deeds of Settlement, or any Resolution passed or to be passed varying the same.

PROVIDED ALSO, and it is hereby agreed and declared, that the said Insured, his Heirs, Executors, or Administrators, shall not be subject to any call for any losses or charges whatsoever, nor be entitled to have any Share of the Gains or Profits arising to this Society.

AND LASTLY, it is hereby agreed and declared that neither the Directors who have signed this Policy, nor any other the Directors for the time being of the said Society, shall be individually subject or liable under this Policy beyond the amount of their respective shares as Stock Members or Insuring Members, nor shall any Stock Member be individually responsible beyond his or her share in the Capital Stock of the said Society.

IN WITNESS whereof we, three of the Directors of the said Society, have hereunto set our Hands and Seals, the *3rd* day of *December* 1892

Sealed and Delivered in the Presence of

1892

Richard Hunt

Richard Hunt

Richard Hunt

Wilson Marriage



ESSEX AND SUFFOLK
EQUITABLE
Insurance Society.

Mr. *Capt. J. Cook*

Policy, No.

157988

From

26 Nov. 1892

To

26th May 1893

Please to read this Policy, and if incorrect,
return it immediately for alteration.



HEAD OFFICE,
HIGH-STREET, COLCHESTER

Persons Insuring Property in this Office are required to give notice of any other Insurance effected thereon elsewhere, and cause reference to such other Insurance to be inserted in or endorsed on their Policies; as in case of Fire this Office will be liable only to the payment of its rateable proportion of any loss or damage which may be sustained; and unless such notice be given the Insured will not be entitled to recover.

Pipe Stoves, or other Stoves (except common Fire-places with Brick Chimneys), must be particularly described at the time of effecting the Insurance, and allowed by the Directors, or, if subsequently introduced, due notice must be given to the Directors, and the same be allowed by them, otherwise the Policy will be void.

This Society is not answerable for any injury occasioned by the natural or spontaneous heating of Hay, Corn, or any other Property; but this exemption is confined to the particular Stack, Rick, or other Property so heated, and does not extend to other Stacks or Ricks, or any other Property, destroyed in consequence thereof.

Standing Crops are insured.

In case of Death or other Transfer of Property, the Interest in this Policy may be assigned by Indorsement, made and entered at the Office, if the Directors of this Society approve thereof, but not otherwise.

This Policy will be void unless the Annual Payment thereon be made within Fifteen Days after the Quarter-day on which it becomes renewable.

Horses and Carriages liable to Assessed Taxes are not included in an Insurance of Farming Stock.

STEAM THRASHING MACHINES and Machinery driven by Steam-power are not included under the head of Farming Implements, but must be separately Insured, and at Special Rates.

This Policy does not insure Agricultural Produce or Thatched Buildings within 100 yards of the boundary of a Line of Railway.

This Policy will be void unless due notice be given to the Office of the application of Fire Heat for the purposes of Trade subsequently to the issue thereof, and the same be allowed by the Directors.

IF MORE THAN 28lbs. OF GUNPOWDER be deposited on the premises insured, or where Goods Insured are kept, no benefit or advantage in case of Fire shall be derived from such Insurance by the party Insured unless he be a Dealer therein, in which case he shall be allowed to keep any quantity NOT EXCEEDING (IN THE WHOLE) ONE CWT.

Pictures and Musical Instruments are not Insured hereby unless specially mentioned.

If any difference shall arise in the adjustment of a loss, the amount (if any) to be paid by the Company shall, whether the 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 Directors. 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 the Arbitrators differing therein, the amount shall be submitted to the Arbitration of an Umpire to be chosen by the Arbitrators before they proceed to act, and the award of the Arbitrators or Umpire (as the case may be) shall be conclusive evidence of the amount of the loss; and the party insured shall not be entitled to commence or maintain any action at law, or suit in equity upon his Policy, until the amount of the loss shall have been referred and determined as hereinbefore provided, and then only for the amount so awarded, each party to pay his or their own costs of the reference, and a moiety of the costs of the award and of the Arbitrators and Umpire; and the reference, in all other respects, to be subject to such rules and conditions as are usually inserted in orders of reference at Nisi Prius, if the parties differ about the same.

Losses by Lightning are made good.

This Office makes good all Loss by Explosion from Coal Gas, either of Buildings or Property, on any Premises Insured by this Policy in which such Explosion takes place.

Explosions from other causes are not covered by this Policy.

Colchester 19th December 1892.

Memo: The Interest in this Policy is now vested in Ernest
Howard Collins of No. 76, Chelmsford, London, who is the owner
of the property therein described.

J. W. Edwards

to the
interest in
No. 76
Chelmsford
London

1892