



THE DURHAM & YORKSHIRE

Directors:

ARTHUR PEASE, Esq., J.P., *Chairman.*
 JOHN FEETHAM, Esq., J.P., *Vice-Chairman.*
 THOMAS FRENCH, Esq., J.P.
 JOHN PEASE FRY, Esq., J.P.
 ROBERT ALLEN LUCK, Esq., J.P.
 JOSEPH ALBERT PEASE, Esq., M.P.
 THOMAS PRATT, Esq., J.P.
 THOMAS TAYLOR SEDGWICK, Esq., J.P.

Bankers:

MESSRS. J. BACKHOUSE & Co.

Solicitor:

GEORGE NEWBY WATSON, Esq.

Secretary:

FRANCIS McBAIN, A.C.A.

Registered Offices:

85 NORTHGATE DARLINGTON.

FIRE INSURANCE COMPANY. LIMITED.

Annual Policy No. 1674

£260 — Sum Insured.

This Policy of Insurance Witnesseth THAT Mr. John Thompson of Middleton in Teesdale Blacksmith

hereinafter called the Insured, having paid to THE DURHAM AND YORKSHIRE FIRE INSURANCE COMPANY, LIMITED, (hereinafter called the Company) the Sum of Three shillings and Tenpence for insuring against loss or damage by Fire, as hereinafter mentioned, the property hereinafter described, in the several sums following, namely:—

On the Building of a private dwellinghouse, brick or stone built and slated or tiled situate at Town End, Middleton in Teesdale and occupied by the Insured.

N.B.—It is warranted that there be no Pipe Stove in the Buildings above described, except (if any) as herein mentioned.

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 seventh day of August 1896, and the TWENTY-NINTH DAY OF SEPTEMBER 1897, both inclusive, or at any time afterwards, so long as the Insured or his 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 TWENTY-NINTH DAY OF SEPTEMBER 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 Two hundred and sixty Pounds.

Provided always, and it is hereby expressly declared, that the said Capital, Stock, and Funds of the said Company shall alone be answerable for all Demands under this and all other Policies, and that no Director, Officer, or Member of the said Company, or Proprietor of Shares therein, shall in any Manner, be responsible or liable for or in respect of any Demand or Claim upon the said Company, beyond the amount of his or her particular Share or interest in such Capital, Stock, or Funds at the time when such Claim may arise, any Law or Statute to the contrary notwithstanding.

In Witness whereof we, one of the Directors, and the Secretary of the said Company, have subscribed these Presents and affixed the Seal of the Company this fourteenth day of August in the Year One Thousand Eight Hundred and Ninety six.



Examined *AS*
Entered *JH*

Director of the Company R. A. Luck
Secretary M. McBain



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 substance of the Insurance in favour of such other person be declared by a memorandum endorsed 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, reinstata, 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 authorized 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.

The Durham & Yorkshire Fire Insurance Company, Limited.

FIRE POLICY, No. 16745

NAME Mr. John Thompson

AMOUNT, £ 260

PRESENT PREMIUM..... £ - : 3 : 10

FUTURE PREMIUM..... £ - : 3 : 3

PAYABLE AT Michaelmas

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