

\$ 32.00

No. 3970



\$ 2400

# MUTUAL FIRE INSURANCE COMPANY IN MONTGOMERY COUNTY.

Whereas R. A. Bouie has become a member of the **MUTUAL FIRE INSURANCE COMPANY IN MONTGOMERY COUNTY**, agreeably to the Act of Incorporation, Constitution, and By-Laws thereof, and has passed and issued to the said Corporation his Note of hand dated August 12<sup>th</sup> 1865 for the sum of Three Hundred and Twelve Dollars, payable on demand, and bearing interest at the rate of six per centum per annum, the receipt whereof is hereby acknowledged: Now be it known, That in consideration thereof, **THE PRESIDENT AND DIRECTORS OF THE MUTUAL FIRE INSURANCE COMPANY IN MONTGOMERY COUNTY** do hereby insure the said R. A. Bouie his Executors, Administrators, or Assigns, agreeably to the terms and conditions of the said Company hereto annexed, to the amount of Two Thousand Four Hundred Dollars, against all Loss or Damage by Fire that may happen at any time after the date hereof to the property herein described for the term of seven years:

Two Thousand Four Hundred Dollars on Stock of Goods, (In Store House of Samuel C. Veirs.)

R. A. Bouie

Reference being had to the application of the said R. A. Bouie for a more particular description, and forming a part of this Policy.

And it is hereby declared, That all the Estates and Securities of the said **MUTUAL FIRE INSURANCE COMPANY IN MONTGOMERY COUNTY** shall be and remain forever subject and liable to pay, make good, and satisfy unto the said R. A. Bouie his Heirs, Executors, Administrators, or Assigns, all such Loss or Damage, not exceeding the aforesaid sum of Two Thousand Four Hundred Dollars, as above expressed, which may at any time hereafter happen by reason or by means of Fire to the property herein before described; unless the said Company shall, within ninety days after proof of such damage or loss, proceed to repair, rebuild, or replace the same, in as good order, condition and quality as it was before it was so injured by Fire; or shall pay such an amount, not exceeding the aforesaid sum of Two Thousand Four Hundred Dollars, as above expressed, as may be agreed on between the Company and the Assured, or as shall be ascertained by arbitrators indifferently chosen.

And it is hereby agreed and understood, That whenever the said Company shall pay for any Loss or Losses by Fire on the property above described the full sum of Two Thousand Four Hundred Dollars, as above expressed, either in one or more payments, or shall repair, rebuild, or replace the same, the cost or costs of which shall amount in the aggregate to the aforesaid sum of Two Thousand Four Hundred Dollars, that then this Policy of Insurance, and every clause, matter, and thing herein contained, shall be utterly null and void, and of none effect either in law or equity.

In witness whereof, The said Company hath caused their common Seal to be affixed to these Presents, and the same to be signed by their President, and attested by their Secretary, this Twelfth day of August in the year of our Lord One Thousand Eight Hundred and

ATTEST: Sixty five

Robert R. Moore Secretary

Edw. Stabler President

### TERMS AND CONDITIONS of the Mutual Fire Insurance Company in Montgomery County for making Insurance against Fire.

I.—Every person making an Insurance shall pay, for each policy issued to him or her, the sum of two dollars, (so long as the state tax of one dollar exists;) and a certain per centage on the amount insured (according to the greater or less hazard of the risk) will be charged by way of premium, for which he, she, or they shall give his, her or their promissory note, payable on demand, and bearing interest at the rate of six per centum per annum; and shall pay, as a prerequisite to the Surveyor making the survey, the sum of one dollar.

II.—Payment of the promissory notes given for premiums shall be liable to be demanded, either wholly or in part, whenever and as often as the President and Directors may determine, for the purpose of paying losses by fire, or defraying the current expenses of the Company; not exceeding, for any one fire, or for one assessment, the amount of said notes.

III.—In case of cancelling an Insurance, or of the termination of a risk, the premium note or notes for such Insurance as may be cancelled, or shall have terminated, shall be returned, when demanded, to the party whose Insurance shall be so cancelled or terminated.

IV.—Any Policy of Insurance may be transferred or assigned by obtaining the consent of the Secretary; and any transfer or assignment made without such consent, expressed in writing, shall cause a forfeiture of all benefit that might otherwise be derived from the Policy.

V.—If any property insured by this Company shall be already insured, or shall be hereafter insured by any other company or companies, or individual, or otherwise, such Insurance or Insurances must be made known to this Company, and endorsed on the Policy, or otherwise acknowledged in writing; or otherwise the Policy of this Company shall be void. And in case of any other Insurance or Insurances on the property insured by this Policy, it is ex-

pressly declared, that in case of loss or damage by fire, that the insured shall not be entitled to recover from or claim of this Company any greater proportion of the loss sustained than the amount insured by this Company shall bear to the whole amount of the insurances on the property so damaged or destroyed. When store goods insured by this Company are damaged by removal from a building in which it is exposed to loss by fire, or when a partial loss by fire occurs, said damage or loss shall be borne by the insurers and insured, *pro rata*, in proportion that the sum insured bears to the whole value of the property at the time of said loss or damage.

The Company will not be answerable for loss of property by theft, at the time of a fire.

VI.—The Company shall not be liable to pay for any loss or damage by fire happening in consequence of an invasion, civil commotion, riot, or any military or usurped power whatsoever, or from any locomotive engine or engines.

VII.—In case of any loss or damage by fire on any property insured by this Company, it shall be the duty of the insured, or his or her representative, to give notice thereof to the Secretary of the Company, and at the meeting of the Board that may be called in relation to the matter, to submit a written statement of his, her, or their loss, attested by sufficient proofs; and when the claim shall be adjusted, either by mutual agreement or by arbitration, the Board of Directors shall proceed to take the necessary steps to pay the same within ninety days after such adjustment, (or sooner if practicable,) or to reinstate the party insured, at their discretion.

VIII.—In case of any material increase of risk to the property insured by this Company, such increase of risk must be notified to the Company, and written permission therefor be obtained from the Secretary, for which such charge as may be proper must be paid. All material alterations and additions

to buildings, a change of ownership, change of business, or occupant, or the act of renting or vacating the property occupied by the owner when insured, shall vitiate any policy issued on the same, unless such alteration or change shall be first notified to the Board of Directors in writing. Ashes shall not be kept nearer than 25 yards to insured buildings, unless in brick or stone ash-houses.

IX.—And it is hereby expressly declared, that under the special authority conferred on this Company by the eleventh section of its charter, that in default of the payment in advance of the annual interest on all premium notes given to and held by this Company, within Thirty Days after the first Monday in January, in each and every year respectively, that the Policy or Policies of such defaulting member or members shall be suspended and not be considered as binding on the Company, until payment of the said interest be well and truly made; but that such defaulting member or members shall remain bound for any contribution or contributions that may in the mean time be assessed on the members of the Company by the Directors thereof.

AND IT IS ALSO AGREED, That this Insurance is not to apply to or cover any books of accounts, written securities, deeds, or other evidences of title or bonds; nor to jewelry, plate, plated ware, medals, pictures, family paintings, sculpture, statuary, libraries, wearing apparel, or musical instruments, unless the same are particularly mentioned in this Policy.

AND IT IS ALSO AGREED, That this policy is made and accepted, subject to and in reference to the terms and conditions of the Act of Incorporation and By-Laws of the said Company; which are to be used and resorted to to explain or ascertain the rights and obligations of the parties hereto, in all cases not herein otherwise provided for.

