

NEWFOUNDLAND AGENCY.

Equitable Fire Insurance Company.

any number of Buildings, and Goods in various places, belonging to one Person, or held in joint Trust or in Co-partnership, may be insured in one Policy, but each must be separately valued. Buildings detached or separated by party-walls must be insured in distinct sums; and the same with respect to the Goods therein, otherwise the Policy will be null and void; but such Goods may be insured in one sum, if subject to the average clause, which is as follows:—“Provided always, that in case the Property in all the Buildings or places above mentioned shall, at the breaking out of any Fire, be collectively of greater value than the sum insured, and the same shall not be totally consumed, then this Company shall be liable to pay, or make good, such a proportion only of the loss or damage as the sum insured shall bear to the whole value of the said Property at the time when such Fire shall first happen.” But no insurance is subject to this Clause, unless declared so in writing on the face of the Policy.—In all orders for Insurance on property already insured in this or any other Office, the leading particulars of each subsisting Policy must be stated.

Conditions on which this Office insures Houses and Buildings, Household Furniture, Goods, and Stock in Trade, Farming Stock, Barges, and other Vessels, from Loss or Damage by Fire.

I. The holder of every Policy in existence being three years old at the time of making up the annual statement of accounts, will be entitled to one moiety of the Profits, conformably to the provisions contained in the Deed of Settlement, to be applied as a Bonus in reduction of the future annual payments; but if such share of Profits be not claimed within two years after it is declared, the same will be forfeited to the use of the Company generally.

II. Every Person desirous of effecting an Insurance, must state his Name, Place of Abode, and Occupation. If he act as Trustee for another, the same must be specified. He must describe the construction of the Buildings to be insured, where situated, and in whose occupation; of what materials the same are built, and whether occupied as Dwelling-houses or otherwise; also the nature of the Goods or other Property, on which the Insurance may be proposed, and the construction of the Buildings containing such Property, and whether there be any Apparatus for producing heat other than Stoves or common fire-places, in any of the said Buildings, or connected therewith.

III. Every Insurance extended with particular circumstances of risk, arising from the situation, with respect to the adjoining risks or construction of the Premises, or the nature of the Trade carried on, or Goods therein, must be specially mentioned in the Order for the Policy, so that the risk may be fairly understood. If not so expressed, or if any misrepresentation be given, so that the Insurance be effected for a lower Premium than ought to be paid; or if Buildings or Goods be described in the Policy, otherwise than they really are, or if, after an Insurance shall have been effected, the risk shall be increased by the erection of any Stove or Apparatus for producing heat, or if any hazardous operation or Trade shall be carried on, or any hazardous Goods be deposited, or any hazardous communication be made, and the same be not made known to the Office, and endorsed on the Policy, and an additional Premium if necessary be paid, the Insured shall not be entitled to any benefit under the Policy.

IV. No Insurance proposed to this Company is to be considered in force until the Premium be actually paid. No Receipts are to be taken for any Premiums of Insurance, but such as are printed and issued from the Office, and signed by the Agent of the Office, and to each of whom all payments for Premiums are to be made, and the receipt of the Agent of the Office, and the receipt of the Insured, shall be sufficient evidence of the payment of the Premium.

V. If Property Insured by any Policy of this Company should pass by death, assignment, or otherwise, into new hands, the Interest in the Policy may be preserved to the successor, provided such succession be allowed at the Office, by endorsement on the Policy; but not otherwise; and if Goods Insured be removed to a new situation, such removal must be also allowed by endorsement on the Policy, and a suitable Premium be paid, if the risk be increased by such removal.

VI. If the property Insured with this Company shall be insured elsewhere, notice of such other Insurance must be stated in the Policy, or by endorsement on it, otherwise the Insurance with this Office will be void, and the Insured not entitled to recover, in case of loss, and in the event of any other Insurance with any other Office, and proper notice having been given, this Company will pay its rateable portions only, of any loss, having regard to every other subsisting Policy, in whose name soever such policy may be.

VII. Goods held in trust, or on commission, must be Insured as such, otherwise the Policy will not extend to cover such property; nor are Jewels, Watches, Trinkets, Medals, Coins, Sculptures, Curiosities, China, Glass, Looking-glasses, Pictures, Prints, Drawings, Mathematical and Musical Instruments, Fixtures, Mill-work, and Machinery included in any Insurance, unless specifically mentioned in the Policy.

VIII. This Company is not liable for any loss or damage from Fire happening by invasion, civil commotions, riot, or any military or usurped power whatever; or by explosion of any kind; nor for cloths, nor for any Books of Account, Manuscripts, Written Securities, Bills, Bonds, Ready Money, or Gunpowder; or for Clothes while airing before an open fire; or for any Hay, Corn, or other property which may be destroyed or damaged by its own natural heating; nor for any goods which may be destroyed or damaged while undergoing any process, in or by which the application of fire heat is necessary; but losses to other Insured Property fired in consequence are made good; and also losses by lightning, so far as where either the Buildings or the Property Insured have actually been set on fire thereby and burned in consequence thereof.

IX. All Persons Insured by this Company sustaining any loss or damage by Fire, are forthwith to give notice to the Agent through whom insured, or to the nearest Agent. And within one calendar month after such loss or damage has occurred, are to deliver in as particular an account of their loss or damage as the nature of the case will admit of, and if required, make proof of the same by their oath or affirmation, according to the form used in the said Office, and by the production of their Books of Account, and other proper vouchers, and give such further explanation thereon as shall be necessary; and shall, if required, procure a certificate under the hands of three or more respectable householders, nearest to the place where the Fire has happened, and not concerned in such loss, importing that they are acquainted with the character and circumstances of the Person, or Persons Insured, and do know, or verily believe, that he, she, or they, really, and by misfortune, without any kind of fraud or evil practice, have sustained by such Fire, loss and damage to the amount therein mentioned. Until such affidavit, account, and certificate are produced, and such explanation given, the amount of the loss shall not be payable; also, if there be found to be any false swearing, or attempt at fraud, collusion, or wilful mis-statement on the part or in the behalf of the Person Insured, or if it should appear that the Fire shall have been occasioned by any wilful act or connivance on his part, he shall forfeit all claim to restitution or payment by virtue of his Policy.

X. Persons Insured by this Company, and who may suffer loss, will receive their indemnity, without deduction or discount; but in every case of loss the Company will reserve to itself the right of re-insurance, in preference to the payment of claims, if it shall judge the former course to be most expedient.

XI. If any difference shall arise with respect to the amount of any claim for loss or damage by Fire, and no fraud be suspected, such difference shall be submitted to two Arbitrators, one chosen by each party, whose award, in writing, or that of their umpire, shall be final and binding on all parties.



PREMIUM

£ 15:0:0 Currency.

Equitable Fire Insurance Company.

60, CORNHILL, LONDON.

Whereas

Mr. Stephen James, Merchant of Calcutta

Merchant of Madras

has paid to the Equitable Fire Insurance Company the sum above stated for premium on the grant of this Policy, and has agreed to pay to the said Company, from time to time, at its principal Office in London, or to some known Agent of this said Company in the British North American Colonies, the sums above stated to be paid in future for the renewal or continuation of this Policy, at the periods also above stated for insurance of the property hereinafter described, from loss or damage by fire, the amount of the sums of money hereinafter mentioned, namely:

Wooden dwelling house (Five hundred pounds)
 Store (Five hundred pounds)
 in the Northern shore of Calcutta (Five hundred pounds)
 Store (Five hundred pounds)
 in the Northern shore of Calcutta (Five hundred pounds)

£ 200 -
 £ 200 -
 £ 200 -
 £ 200 -
 £ 200 -
 £ 500 -
 £ 1500.00

Now be it hereby known, that from the date hereof, so long as such future payments shall be made as aforesaid and the Directors of the said Company, for the time being, shall agree to accept the same, the funds and effects of the said Company shall be liable to pay for make

Company. for the time being, shall agree to accept the same, the funds and effects of the said Company shall be liable to pay for make

From the firm of Messrs. Messers, the London Assurance Company, Limited, of the City of London, in the Stationer's Hall, London.

...to be it hereby known, that from the date hereof, so long as such future payments shall be made as aforesaid and the Directors of the said Company, for the time being, shall agree to accept the same, the funds and effects of the said Company shall be liable to pay or make good to the person above mentioned, and by whom such payment is so acknowledged to have been made, or to the heirs, executors, administrators, or assigns of the said Insured, all such loss or damage as the said Insured, or the heirs, executors, administrators, or assigns of the said Insured, shall suffer by fire, on the property herein before described, not exceeding in amount the respective sums of money herein before mentioned.

Provided always, that the funds and effects of the Company, for the time being, remaining unapplied and undisposed of, in pursuance of their Deed or Deeds of Settlement, shall alone be answerable to the demands of the said Insured, or the heirs, executors, administrators, or assigns, of the said Insured, under this policy. And that the Members of the said Company shall not, nor shall any of them, be answerable, directly or indirectly, further or otherwise than as to their respective shares in the sum of FIVE HUNDRED THOUSAND POUNDS, constituting the original capital stock, or fund of the said Company, set opposite to their respective signatures to the said Deed, or Deeds, of Settlement, or mentioned in some other Deed referring thereto.

And provided also, that this insurance shall, at all times, and under all circumstances, be subject to such conditions as are contained in the printed proposals, issued by the said Company, a copy of which conditions is printed on the back of these presents.

In witness whereof, we, three of the Directors of the said Company, have hereunto subscribed our names, this 7th day of July, in the year of Our Lord one thousand eight hundred and fifty four.

Entered E. L. O.

Examined LDB

A. B. Barclay *
by his attorney G. L. Davis *

E. G. Symes *
by his attorney G. L. Davis *

John Shaw *
by his attorney G. L. Davis *

NEWFOUNDLAND AGENCY.

Policy.
No. 524

FIRST PAYMENT

Received for the insurance
of the property undermen-
tioned, from the date here-
of to *7th July 1857*
(at 12 o'clock, noon.)

PREMIUM
£ 15: 0: 0 Currency.



Sum Insured.
£ 1,500. 00 Currency.

RENEWAL PAYMENT

To be made on the *7th*
July 1857
and thenceforwards, annu-
ally, on the same day of the
same month, at 12 o'clock,
noon.

PREMIUM
£ 15: 0: 0 Currency.

Equitable Fire Insurance Company.

66, CORNHILL, LONDON.

NEWFOUNDLAND AGENCY.

Agents, Messrs. A. Calverley & Co. Newfoundland.

I wish to say that the receipt of the note sent by
 Benjamin during the greater part of his absence
 I have received a communication of affairs at
 the usual day of absence one thousand eight
 hundred and fifty five by the American and French
 of British America one of the interesting histories
 which we have now before us in my opinion very
 full and complete. I have not had any opportunity
 to read it yet but I shall do so as soon as I
 can. I am, Sir, very respectfully,
 Yours,
 J. W. Alden

No 3273

bleed
 Benjamin Diney }
 to
 Stephen Craun }

April 5 1853
 No 3273
 Benjamin Diney
 Stephen Craun
 14 Volume Page 53
 Antislavery 5 June 1853
 Recd
 Recd by Lincoln

at the time the said
day of November
1850
The following
from before me
Richard Smith
deposes the same

for the said act and deed
The witness thereon named duly
and did see Benjamin Henry
Gath and with that the same witness
of the within said Bill make
in putting the same to the witness
John in the Central District
to wit of Richard Smith
Newfoundland

Received from Stephen Lewis the
sum of ten pounds by being the
consideration money. inscribed in the
proceeds.
Richard Smith
for Henry
Smith