

ETNA INSURANCE COMPANY.

1963-023-10



BY THIS POLICY OF INSURANCE, THE ETNA INSURANCE COMPANY, in consideration of Five hundred Dollars, to them paid by the assured hereinafter named, the receipt whereof is hereby acknowledged, DO INSURE

Mr Edward Hayes of West Granby St.
Eight Hundred Dollars as follows viz

Two hundred Dollars on his West night
Blacksmith shop attached by Stearns & Smith
of Wood Bros Store high and situated in said
West Granby, occupied by the firm as a magazine
and carriage makers shop including blacksmiths
shop painting & trimmers shop Hundred Dollars
on goods, patterns, stock & marks contained
in said shops.

AGAINST LOSS OR DAMAGE BY FIRE, TO THE AMOUNT OF

AND THE SAID COMPANY do hereby promise and agree to make good unto the said assured, administrators, and assigns, all such immediate loss or damage, not exceeding in amount the sum insured, as shall happen by fire to the property as above specified, from the 5th day of January one thousand eight hundred and forty 3 " " " " (at 12 o'clock at noon,) unto the 15th day of January one thousand eight hundred and forty 3 " " " " (at 12 o'clock at noon,) IS HEREBY DECLARED. That this company shall not be liable to make good any loss or damage by fire, which may happen or take place by means of any invasion, insurrection, riot, or civil commotion, or of any military or usurped power. AND PROVIDED FURTHER, that in case the assured shall have already any other insurance against loss by fire on the property hereby insured and not notified to this company, and mentioned in or endorsed upon this policy, then this insurance shall be void and of no effect. And, if the said assured, or his assigns, shall hereafter make any other insurance on the same property, and shall not with all reasonable diligence, give notice thereof to this company, and have the same endorsed on this instrument, or otherwise acknowledged by them in writing, this policy shall cease and be of no further effect. And in case of any other insurance upon the property hereby insured, whether prior or subsequent to the date of this policy, the assured shall not in case of loss or damage, be entitled to demand the said property. AND IT IS AGREED AND DECLARED, to be the true intent and meaning of the parties hereto, that in case the amount insured on or for the purpose of carrying on or exercising therein any trade, business, or vocation, denominated *Merchandise*, be appropriated, applied, or used, to or for special rates, in the conditions annexed to this policy, or for the purpose of storing or vending therein any of the articles, goods or merchandise, in the conditions aforesaid denominated *Merchandise*, *extra-mercandises*, or included in the memorandum of special rates, unless herein otherwise specially provided for, or hereafter agreed by this company in writing, and added to or endorsed upon this policy, then and from thenceforth, so long as the same shall be so appropriated, applied or used, these presents shall cease and be of no force or effect. AND IT IS MOREOVER DECLARED, That this insurance is not intended to apply to or cover any books of account, written securities, deeds or other evidences of title to lands, nor to bonds, bills, notes or other evidences of debt, nor to money or bullion. And that this policy is made and accepted in reference to the conditions hereto annexed, which are to be used and resorted to in order to explain the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for.

IN WITNESS WHEREOF, THE ETNA INSURANCE COMPANY have caused these Presents to be signed by their President and attested by their Secretary, in the city of Hartford, but the same shall not be binding unless countersigned by E. W. Weston Agent for the said Company.

Attest,

E. W. Weston
SECRETARY.

H. R. Bruce
PRESIDENT.

Countersigned at West Granby
this 5th day of January, 184 3. E. W. Weston AGENT.

CONDITIONS OF INSURANCE,

REFERRED TO IN THE BODY OF THE FOREGOING POLICY.

CLASSIFICATION OF HAZARDS.

1. GOODS are denominated *not hazardous, hazardous, and extra hazardous*. Goods *not hazardous* are such as are usually kept in Dry Goods Stores, including coffee, cotton in bales, flour, household furniture and linen, indigo, pot-ash, rice, spices, sugars, teas, threshed grain, and other articles, not combustible.
2. The following trades and occupations, goods, wares, and merchandise, are denominated *hazardous, viz.*, basket sellers, copper-smiths, china or earthen or glass-ware, or plate glass, in packages, boxes, or casks, grocers with any hazardous articles, hat-finishers, hay pressed in bundles, looking-glasses in packages or boxes, milliner's stock, oil, paper hangings, pitch, rags in packages, sail-makers, sail-petree, spirituous liquors, sulphur, tallow, tar, taverms, turpentine, window-glass in boxes, wooden ware sellers and wool.
3. The following trades and occupations, goods, wares, and merchandise, are denominated *extra-hazardous, viz.*, alcohol, apothecaries, aquafortis, basket-bleachers or makers, bookseller's stock, brassfounders, brush-makers, cabinet-maker's stock, carvers, china or earthen ware, or looking-glasses unpacked, and buildings in which the same are packed or unpacked, chocolate-makers, colourmen's stock, comb-maker's, confectioners or their stock, druggists, ether, founders, flax, grate makers, hats of chip or grass, or straw bleaching, hemp, jeweller's stock, lamp manufacturers, lime unslacked, loco loco and lucifer matches, mathematical or musical or optical instrument-sellers, or performer's stock, morocco manufacturers, pictures, platers, or plated ware manufacturers, printers, printers of newspapers, porter-houses, painters shops, rag-stores, ship chandlers, silversmiths' or stationers' stocks, soap-makers, spirits of turpentine, stove-manufactories, tin or sheet-iron-workers, tobacco manufactories, turners, upholstery manufacturers, varnish, victualling-shops, watch-makers' stock, tools, &c., window or plate-glass unpacked.

MEM.—Bakers, bark-mills, blind-makers, brewers, brinstone-works, book-binders, blacksmiths', boat-builders', copper-plate printers, cabinet-makers', carpenters, joiners', cooper's, chair or coach-makers' workshops, chemists, cotton-mills, distilleries, dyers, forges, flax-mills, frame-makers, flurriers, filling-mills, grist-mills, gun-makers or smiths, hat-manufactories, houses building or repairing, ink or ivory-black or lamblack manufactories, livery stables, lumber or mahogany yards, malt-houses, mills of all kinds, musical instrument makers, oil makers, oil-boiling-houses, oakum factories, pump and block makers', shops, paper-mills, piazzas and privies of wood, printers of books and jobbing, rope makers, sash makers, ship-builders' stock in the yard, ships or other vessels in port, or their cargoes, or when building or repairing, steam engines or boats, sugar refiners, tallow melters or chandlers, tar-boiling-houses, theatres, or other places of public exhibition, timber-yards, turpentine manufactories, varnish makers, and generally all manufacturing establishments, and all trades requiring the use of fire heat or steam power, not before enumerated, will be insured at special rates of premium.

CONDITIONS OF INSURANCE.

1. Applications for insurance must specify the construction and materials of the building to be insured, or containing the property to be insured; by whom occupied; whether as a private dwelling, or how otherwise; its situation with respect to contiguous buildings, and their construction and materials; whether any manufactory is carried on within or about it, and, in case of goods and merchandise, whether or not they are of the description denominated *hazardous, extra-hazardous*, or included in the memorandum of special rates. And a false description, by the assured, of a building, or of its contents; or in a valued policy, an over-valuation, shall render absolutely void a policy issuing upon such description or valuation. But the office will be responsible for the accuracy of surveys and valuations made by its Agents. If after insurance is effected, either by the original policy or by the renewal thereof, the risk be increased by any means within the control of the assured, or if such buildings or premises shall, with the assent of the assured, be occupied in any way so as to render the risk more hazardous than at the time of insuring, such insurance shall be void and of no effect. If during this insurance, any subsequent insurance should be made upon the property hereby insured, which, with the sum or sums already insured, should in the opinion of the said Extra Insurance Company amount to an over insurance, or the risk be increased by the erection of buildings, or by the use or occupation of neighbouring premises, or otherwise, it shall be optional with the company to cancel this policy, after notice given to the assured, or his representative of their intention to do so; in which case the company will refund the premium for the unexpired time.
2. No insurance, whether original or continued, shall be considered as binding, until the actual payment of the premium.
3. Goods held in trust, or on commission, are to be insured as such; otherwise the policy will not cover such property; and in case of loss, the names of the respective owners shall be set forth in the preliminary proofs of such loss, together with their respective interests therein. *Goods on storage must be separately and specifically insured.*
4. Policies of insurance, subscribed by this company, shall not be assignable without the consent of the company, expressed by endorsement made thereon. In case of assignment without such consent, whether of the whole policy, or of any interest in it, the liability of the company, in virtue of such policy, shall therefore cease.
5. This company will be liable for losses on property burnt by lightning; but not for any loss occasioned by the explosion of a steam-boiler.
6. Jewels, plate, medals, paintings, statuary, sculptures and curiosities, are not deemed to be included in any insurance, unless an inventory thereof accompany the application for insurance, or is inserted in the policy.
7. In cases of fire, or of loss or damage thereby, or of exposure to loss or damage thereby, it shall be the duty of the insured to use all possible diligence in saving and preserving the property. And if they shall fail so to do, this company shall not be held answerable to make good the loss and damage sustained in consequence of such neglect.
8. All persons insured by this company, and sustaining loss or damage by fire, are forthwith to give notice thereof to the company; and as soon after as possible to deliver in a particular account of such loss or damage, signed with their own hands, and verified by their oath or affirmation; and also, if required, shall produce their books of account and other proper vouchers; they shall also declare on oath, whether any and what other insurance has been made on the same property, and procure a certificate under the hand of a magistrate, or notary public, (most contiguous to the place of the fire, and not concerned in the loss, or related to the insured or sufferers,) that he is acquainted with the character and circumstances of the person or persons insured; and knows or verily believes that he, she, or they, really and truly, and by misfortune, and without fraud or evil practice, hath or have sustained by such fire, loss and damage to the amount therein mentioned; and until such proofs, declarations and certificates are produced, the loss shall not be deemed payable.—Also, if there appear any fraud or false swearing, the insured shall forfeit all claim under this policy. Where merchandise, or other personal property, is partially damaged, the insured shall forthwith cause it to be put in as good order as the nature of the case will admit, assorting and arranging the various articles according to their kinds; and shall cause a list or inventory of the whole to be made, naming the quantity and cost of each kind. The damage shall then be ascertained by the examination and appraisal of each article by disinterested appraisers, mutually agreed upon, one half the expense to be paid by the insurers.
9. Payment of losses shall be made in sixty days after the loss shall have been ascertained and proved, without any deduction whatever; and in case differences shall arise, touching any loss or damage, it may be submitted to the judgment of arbitrators indifferently chosen, whose award in writing shall be binding on the parties.
10. Insurance once made, may be continued for such further term as may be agreed on; the premium therefor being paid and a renewal receipt being given for the same; and it shall be considered as continued under the original representation, in so far as it may not be varied by a new representation in writing, which in all cases it shall be incumbent on the party insured to make, when the risk has been changed, either within itself, or by the surrounding or adjacent buildings.
11. Buildings insured or containing property insured when referred to in the policy by class, shall be deemed to be warranted—if of the First Class, to be built of brick or stone, covered with tile, slate or metal, the window shutters and outer doors of solid iron, gutters and cornices of brick, stone or metal—Second Class, of brick or stone, covered with tile, slate or metal—Third Class, of brick or stone, covered with wood—Fourth Class, entirely of wood.
12. When a policy is made and issued upon a survey and description of certain property, such survey and description shall be taken and deemed to be a part and portion of such policy, and warranty on the part of the assured.
13. It is furthermore hereby expressly provided, that no suit or action of any kind against said company, for the recovery of any claim upon, under, or by virtue of this Policy, shall be sustainable in any Court of Law or Chancery, unless such suit or action shall be commenced within the term of twelve months next after the cause of action shall accrue; and in case any such suit or action shall be commenced against said company after the expiration of twelve months next after the cause of action shall have accrued, the lapse of time shall be taken and deemed as conclusive evidence against the validity of the claim thereby so attempted to be enforced.
14. The company will not be answerable for any loss arising from the use of fires in buildings unprovided with a good and substantial stone or brick chimney, or in consequence of neglect or deviation from the laws or regulations of Police, made to prevent accidents from fire, in places where laws and regulations on this subject exist.

AETNA

INSURANCE COMPANY,

HARTFORD, CONN.

Mr. Edward Hayes

140

\$ 800 PREMIUM \$ 16.00

PREMIUM

POLICY

mm

SURVEY

\$

Expires *7th Jan'y 1843.*

1963 - 223 - 10

RECEIVED TO BE THE HOLD OF THE LOUISIANA MOUNTAIN

RECEIVED TO BE THE HOLD OF THE LOUISIANA MOUNTAIN

RECEIVED TO BE THE HOLD OF THE LOUISIANA MOUNTAIN