

1963-923-11
AETNA INSURANCE COMPANY.

No 656

BY THIS POLICY OF INSURANCE, THE AETNA INSURANCE COMPANY
in consideration of Twenty-one & 1/2 Dollars,
to them paid by the assured hereinafter named, the receipt whereof is hereby acknowledged, DO INSURE

Mr. Sherman Sherman.

AGAINST LOSS OR DAMAGE BY FIRE, TO THE AMOUNT OF

Twenty Hundred Dollars as follows viz;

Three Hundred Dollars on his two story frame
Hoggen & Carriage Shop, with his two room Bedchamber;
situate in West Greenby on the west side of the highway
near the Mr Greenby stream.

Three Hundred Dollars on Stock & work
implements and unfinished & contained therein.

Three hundred dollars on his premises
Smiths Shop & two rooms including fixtures and
fixed machinery contained therein & situated
about 3 1/2 miles northward of the Hoggen & Carriage Shop,

with a store room over the same, with doors
for burning work by water power therein, and
some hundred dollars on stock & tools therein, and
unexpended as such by the assured,

including painting & trimming in the 2^d story of
the first named Shop.

his executors.

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 7th day of September one thousand eight hundred and forty 7th. (at 12 o'clock at noon,) unto the
7th day of September one thousand eight hundred and forty 8th. (at 12 o'clock at noon.)
the said loss or damage to be estimated according to the true and actual cash value of the property at the time the same shall happen; and to be paid within
thirty days after notice and proof thereof made by the assured in conformity to the conditions annexed to this policy. PROVIDED ALWAYS, AND IT
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 insured
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
or recover of this company any greater portion of the loss or damage sustained than the amount hereby insured shall bear to the whole amount insured on
the said property. AND IT IS AGREED AND DECLARED to be the true intent and meaning of the parties hereto, that in case the above mentioned
Business shall at any time, after the making and during the continuance of this insurance, be appropriated, applied, or used, to or
for the purpose of carrying on or exercising therein any trade, business, or vocation, denominated hazardous, extra-hazardous, or included in the memoran-
dum of 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 hazardous, extra-hazardous, 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.

This Policy shall not be valid until countersigned by Wm. Greenby Agent of said Aetna Insurance Company.

IN WITNESS WHEREOF, THE AETNA INSURANCE COMPANY, have caused these Presents to be signed by their President and attested by
their Secretary, in the city of Hartford, and State of Connecticut.

Wm. Greenby

SECRETARY.

F. W. Boardman PRESIDENT.

Countersigned at West Greenby
this 7th day of September 1847.

F. W. Boardman 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, polish, 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, coppermiths, 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, salt-makers, salt-petre, spirituous liquors, sulphur, tallow, tar, tarrons, 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, bookbinders' stock, brass-founders, brush-makers, cabinet-maker's stock, carvers, china or earthen ware, or looking glasses unpacked, and buildings in which the same are packed or impacked, chocolate-makers, colour-maker's stock, comb-maker's, confectioners or their stock, druggists, ether, founders, flux, grate makers, hats of chip or grass, straw bleaching, hemp, jeweller's stock, lamp manufacturers, lime unslacked, loco loco and locomotive makers, mathematical or musical or optical instrument sellers, or performer's stock, Morocco manufacturers, pictures, plates, or plated ware manufacturers, prints, printers of newspapers, portrait-houses, painters' shops, rag stores, ship chandlers, silver smiths' or stationer's stocks, soap-makers, spirits of turpentine, stove manufacturers, tin or sheet-iron workers, tobacco manufacturers, turners, upholstery manufacturers, varnish, victualling shops, watch makers' stock, tools, &c., window or plate glass unpacked.

MEM.—Bakers, bart-mills, blind-makers, brewers, bluestone works, book binders, blacksmiths, boat builders, copper-plate printers, cabinet makers, carpenters, joiners, cooper's, chair or coach makers' workshops, chemists, cotton mills, distillers, dyers, forges, fuses, flax mills, frame makers, forgers, forriers, falling mills, grist mills, gun makers or smiths, hat manufacturers, houses building or repairing, ink or tory black or lampblack manufacturers, ivory articles, lumber or mill-hogony yards, milk houses, mills of all kinds, musical instrument makers, oil makers, oil boiling houses, oakum factories, pump and block makers' shops, paper mills, praxam and privies of wood, printers of books and jobbing, rope makers, sail makers, ship builders' stock in the yard, shing or other vessels in port, or their cargoes, or when building or repairing, steam engines or boats, sugar refineries, tallow makers or chandlers, tar-boiling houses, theatres, or other places of public exhibition, timber yards, turpentine manufacturers, 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 on a private dwelling, or how otherwise; the 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 *Alpha 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 amend 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 thenceforth cease. And in case of any transfer or change of title in the property insured by this Company, such insurance shall be void and 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, unless fire ensue. The keeping of gun powder for sale or on storage, upon or in the premises insured, or the lighting of the same by campfire or spirit gas, without written permission in the policy, shall render it void.

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 agent of 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 affirmations; and also, if required, shall produce their books of account and other proper vouchers; and permit extracts and copies to be made; they shall also declare on oath, whether any, and what other insurance has been made on the same property; what was the whole value of the subject insured; in what general manner (as to trade, manufactory, or merchandise, or otherwise) the building insured or containing the subject insured, and several parts thereof, were occupied at the time of the loss, and who were the occupants of such building; and when and how the fire originated, so far as they know or believe; they shall also 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, as a creditor or otherwise, or related to the insured or sufferers), that they have made due inquiry into the cause and origin of the fire, and also as to the value of the property destroyed, and 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, and without fraud or evil pretence hath, or have sustained by such fire, loss and damage to the amount therein mentioned; and shall also, if required, submit to an examination, under oath, by the agent or attorney of the Company, and answer all questions touching his, her or their knowledge of any thing relating to such loss or damage, and subscribe such examination, the same being reduced to writing, and until such proofs, declarations and certificates are produced, and examination if required, 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. And it shall be optional with the Company to replace the articles lost or damaged, with others of the same kind and equal goodness; and to rebuild, or to repair the building or buildings, within a reasonable time; giving notice of their intention so to do, within twenty days after the preliminary proofs shall have been received at the office of the Company. A copy of the written portion of the policy to be given in the affidavit of the claimant.

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.—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 dereliction from the laws or regulations of Police, made to prevent accidents from fire, in places where laws and regulations on this subject exist.

