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H. H. LAMPORT, Vice-President.

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SAMUEL A. SAWYER, Sawyer, Wallace & Co.
CYRUS CURTISS, Pres. Washington Life Ins. Co.
WM. D. MORGAN, E. E. Morgan's Sons.
JAMES LOW, Low, Harriman & Co.
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GEORGE MOSLE, E. Pavenstedt & Co.
JOHN H. EARLE, Earle & Perkins.
HENRY EYRE, 174 Pearl St., N. Y.
CHARLES H. BOOTH, Charles H. Booth & Co.
WM. H. HURLBUT, Dickinson, Hurlbut & Co.
EDWARD MARTIN, Cragin & Co.
BRADISH JOHNSON, Bradish Johnson & Sons.
S. M. BUCKINGHAM, retired Mer. Po'keepsie, N. Y.
SHERMAN HARTWELL, Pres. Bridgeport Bank, Ct.

B. C. TOWNSEND, Sec. Ag'ty Dept. CYRUS PECK, Secretary.

JOHN K. OAKLEY, General Ag't. ABRAM M. KIRBY, Sec. L. D.

No. A. 23133

STOCK POLICY.

CONTINENTAL

INSURANCE COMPANY,

Of the City of New York.

Office of WESTERN DEPARTMENT,

CHICAGO, ILLS.,

Please read Conditions of this Policy—see inside page.

J. H. Wright

of *Brooklyn*

County of *Calumet*

State of *Ill.*

Sum Insured, \$ *300.*

Premium, \$ *5.25*

Policy & Survey Fee, \$

Expires on the *29th* day of *January*, A. D. 187*7*

J. P. Palmer

Agent.

In communicating with the Company, give the NUMBER OF YOUR POLICY.

(Ed. Aug. 1873.)

CONTINENTAL INSURANCE COMPANY,

OF THE CITY OF NEW YORK.

Office of WESTERN DEPARTMENT, CHICAGO, ILLS.

Principal Office, 100 & 102 Broadway, New York.

Cash Capital, \$1,000,000. Cash Assets, over \$2,000,000.

ENDORSEMENTS.

This Policy is not assignable for purposes of collateral security, but in all such cases it is to be made "payable in case of loss," etc., by endorsement on its face. In case of actual sale and transfer of title, leave having been previously obtained, the following form may be used, which should be executed at the time of transfer. Recording Fees fifty cents.

For Value Received, Fowler hereby assign, transfer and set over unto Alexander and assigns, all my right, title and interest in this Policy of Insurance, and all the benefit and advantage to be derived therefrom.

Witness, my hand and seal this Nineteenth day of February A. D., 1875
J. H. Haight 

The Property hereby insured having been purchased by Alex Fowler the Continental Insurance Company consent that the interest of J H Haight in the within Policy, may be assigned to said purchaser, subject nevertheless to all the terms and conditions therein mentioned and referred to.

Dated at Chicago, Illinois, this 23rd day of February A. D., 1875
M. Williams Superintendent.
P.S.O

\$ _____ 187
Received of _____ Superintendent of Western Department of THE CONTINENTAL INSURANCE COMPANY of the City of New York, his Draft (at sight) on said Company for the sum of _____ Dollars, (less _____ deducted for _____ premium note due said Company), which when paid, will be in full satisfaction of all claims and demands upon said Company, for loss and damage by Fire, which occurred on the _____ day of _____ 187 to property consisting of _____ situate at _____

Insured by said Company, Policy No. _____ And the said Company in consideration of the premises, and one Dollar to _____ paid, the receipt whereof is hereby acknowledged, is hereby discharged for ever from all further claim by reason of said Fire loss and damage (excepting only the obligation to pay said Draft,) and said Policy of Insurance is hereby canceled in full and surrendered to said Company.

Witness, _____ hand and seal,

Claim, \$ _____

Note and Interest, } \$ _____

\$ _____

Witness, _____ 

NO. 23193

\$ 200

THE CONTINENTAL INSURANCE COMPANY OF THE CITY OF NEW YORK

In consideration of Five Dollars to them paid by the insured hereinafter named,
Do by this Policy insure J. W. Haighs Against Loss or
Damage by Fire and Lightning to the amount of Three Hundred Dollars, as follows.

AM'T INSURED.

\$ <u>200</u>	On <u>His</u> Dwelling House.
<u>100</u>	On Household Furniture therein,
	On Wearing Apparel therein,
	On Provisions and Grain therein,
	On Silver Plate and Plated Ware therein,
	On Piano Forte, Parlor Organ or Melodeon therein,
	On Family Paintings therein,
	On Printed Books and Engravings therein,
	On Sewing Machine therein,
	On
	On

AM'T INSURED.

\$	On Farm, Barn and Shed adjoining, No. 1,
	On Hay therein,
	On Grain therein,
	On Farming Utensils therein,
	On Carriages and Equipments therein,
	On
	On
	On Barn No. 2 on diagram,
	On Hay therein,
	On Grain therein,
	On Farming Utensils therein,
	On Carriages and Equipments therein,

AM'T INSURED.

\$	On
	On
	On Granary No. 3 on diagram
	On Grain therein,
	On Farming Utensils therein,
	On
	On
	On Grain in stacks near building No.
	On Hay in stacks near building No.
	On Grain in temporary granary, No.
	On
	On

\$ On Horses, (being not to exceed \$100 on each) in Barn, Yard, or on Farm.
\$ On Live Stock, (other than horses) in Barn, Yard, or on Farm, being not to exceed \$50 on any one animal.
All situated in the Town of Brooklyn in the County of Kings
State of New York on Quar. of Sec. Town Range.

And against loss by lightning only, while
at pasture not over two miles from Farm

For a more particular description, reference is had to the application and survey No. 23193 on the Files of this Company, which is hereby made a part of this Policy.

Amount insured, \$ 300 Term, Five Years Rate, 1 3/4% Installment Note, \$ Premium, \$ 5.25

And said CONTINENTAL INSURANCE COMPANY hereby agrees to make good unto the said assured His executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, nor exceeding three-fourths the cash value of the buildings above specified, nor the actual cash value of the personal property hereby insured, nor the interest of the assured in the property, except as herein provided, as shall happen by fire or lightning to the property above specified, from the Twenty Ninth day of January 1877, at 12 o'clock, at noon, to the Twenty Ninth day of

And said **THE CONTINENTAL INSURANCE COMPANY** hereby agrees to make good unto the said assured, the sum or sums insured, nor exceeding three-fourths the cash value of the buildings above specified, nor the actual cash value of the personal property hereby insured, nor the interest of the assured in the property, except as herein provided, as shall happen by fire or lightning to the property above specified, from the Twenty Ninth day of January 1874, at 12 o'clock, at noon, to the Twenty Ninth day of January one thousand eight hundred and seventyfour, at 12 o'clock, at noon, to be paid sixty days after the proofs of the same, required by this Company shall have been made by the assured and received at this office, and the loss shall have been ascertained and proved, in accordance with the terms and provisions of this policy, unless the property be replaced, or the Company have given notice of their intention to rebuild or repair the damaged premises.

This policy is designed to apply only to Dwelling-houses and contents, Farm Property, Churches, or School-houses, and will be void if the premises insured, or containing the property insured, are used or occupied for any other purpose whatever.

Loss or Damage for which the Company is not liable.—It is hereby declared and agreed that this Company shall not be liable for loss by theft at or after a fire, nor for loss caused by invasion, insurrection, riot, civil commotion, military or usurped power; nor for loss caused by explosion of any kind (except lightning especially provided for in this policy), unless fire ensues, and then for the loss or damage by fire or lightning only; nor for loss or damage caused by neglect to use all practicable means to save and preserve the property from damage at and after the fire, nor by neglect of or deviation from the laws or police regulations, made to prevent accidents from fires; nor for loss or damage to the property of any other party, unless name and interest of such party is stated in this policy; nor if the interest of the assured in the property is not one of absolute and sole ownership, or if the property be sold or transferred, or upon the passing or entry of a decree of foreclosure, or upon a sale under a deed of trust; or if the property insured be assigned under any bankrupt or insolvent law, or any change takes place in title, or possession, (except in case of succession in consequence of the death of the assured,) whether by legal process, or judicial decree, or voluntary transfer or conveyance, and the nature of the interest is not clearly defined in writing hereon; nor for loss or damage caused by the removal of property from a building, except such removal was necessary to preserve the property, in which case the damage shall be borne by the assured and the Company, in the proportion which the sum hereby insured bears to the whole value of the property insured; nor for loss or damage caused by the use of open lights in barns or out-buildings, or where shavings are kept or made. If a building shall fall, except as the result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.

Property not Covered by this Policy, except when specifically mentioned.—Books of Account, Securities for money, Evidences of Debt, Notes, Bullion, Bills, Watches, Money, Jewels, Jewelry, Plated Ware, Precious Stones, Medals, Paintings, Engravings, Patterns, Casts, Models, Sculptures, Statuary, Curiosities, Musical and Scientific Instruments, Threshing Machines, Fences and other yard fixtures, Frescoed Work, or Gilding on walls or ceilings, are not insured unless particularly mentioned in writing in the policy with specific amounts thereon.

Prohibitions, and Conditions under which this Policy becomes Null and Void.—The generating or evaporating within the building, or contiguous thereto, of any substance for burning gas, or the working of carpenters, or other mechanics, in building, altering, or repairing the premises named herein, will render this Insurance void unless the same be consented to in writing hereon; provided, however, that repairs to dwelling-houses, or farm buildings not occupying over fifteen days, may be made without notice to this Company. Permission is given to use for lights, gas, kerosene or coal oil or candles.

If the assured shall make any false or erroneous representations, or concealment material to the risk, or shall cause the property herein described to be insured for more than three-fourths its cash value, or shall allow the building herein insured to become and remain vacant or unoccupied, without consent of this Company in writing hereon; or shall sell or transfer the property herein insured or mortgage or otherwise encumber the same without notice to and consent of the Company endorsed hereon, or shall have, or hereafter make any other insurance (whether valid or not) on the property herein insured, or any part thereof, without notice to and consent of this Company in writing hereon, or shall have neglected to pay the premium, or shall assign the policy, either before or after a loss without consent of the Company endorsed hereon, or if the premises insured are held upon lease, or are upon leased ground, and are not so represented to the Company and so expressed in the written part of the policy, or if the risk shall be increased by the erection or use of any building contiguous thereto, or be increased by any means whatever within the control of the assured, or if the same be increased without notice to this Company or by the occupation of the premises for more hazardous purposes than are permitted by this policy, then, and in every such case this policy shall be null and void.

General Provisions.—1. Applications for Insurance must be made in writing, and must specify the construction, materials, age, size, and cash value of the buildings to be insured, or containing the property to be insured, by whom, and for what purpose occupied, the character of the title, the amount and maturity of the incumbrances, if any; also the situation of the insured premises with respect to other buildings and the construction, materials and occupancy of such other buildings, and such survey and description shall be taken and deemed to be a part and portion of the policy issued thereon, and a warranty on the part of the assured.

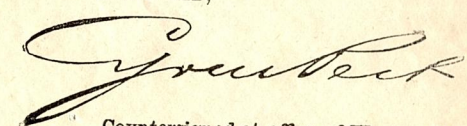
2. This Company does not consent to an insurance exceeding three-fourths of the actual cash value of any building, which limit is estimated upon the value stated in the application referred to herein, but it is covenanted hereby that, in case of loss, this Company shall not be liable to pay any amount greater than three-fourths the actual cash value of any building at the time of its destruction.

3. If a note is taken for the premium or any part thereof, it shall be accepted as payment thereof only until the maturity of such note, and if the same be not paid at maturity according to its terms, this policy shall be void so long as the same remains unpaid, unless time of payment has been duly extended by consent of this Company in writing; provided, however, that on payment by the assured, of all premiums due under this policy and the note given thereon, the liability of this Company on this policy shall again attach, and this policy be in force from and after such payment, unless this policy shall be void or inoperative for some other cause. But this Company shall not be liable for any loss happening

This Policy does not entitle the holder thereof to participate in the profits of the Company's business, AND IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED by and between this Company and the assured, that this policy is made and accepted upon and with reference to the foregoing terms and conditions, which are hereby declared to be a part of this contract.

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY OF THE CITY OF NEW YORK, have caused these PRESENTS to be signed by their PRESIDENT and attested by their SECRETARY, in the City of New York, but shall not be valid unless countersigned by R. J. TAYLOR, the duly authorized Superintendent of the Western Department at CHICAGO, Ills.

ATTESTED,


Secretary.
Countersigned at office of Western Department

Chicago, Ills., this

31st day of January 1874

during the continuance of such default of payment; nor shall any such suspension of liability under this policy on account of such default have the effect of extending such liability beyond the period of its termination as originally expressed in writing hereon. It is further provided that no attempt by law or otherwise to collect any note given for the cash premium, shall be deemed a waiver of any of the conditions of this policy, or shall be deemed in any manner to revive this policy; but upon payment by the assured or his assigns of the full amount due upon such note and costs, if any the non-payment of such note.

4. In case of any other insurance upon the property hereby insured, whether valid or not or whether made prior or subsequent to the date of this policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon. There can be no abandonment to the Company of the property insured. Re-insurance to be on the basis that in no event will this Company be liable for a sum greater than such portion hereby re-insured bears to the whole sum insured by the Company re-insured, and in case of loss, this Company to pay *pro rata*, at the same time and in the same manner as the Company re-insured.

5. This Company may, at any time, cancel this policy, returning the unexpired premium *pro rata*. The assured may at any time, have this policy cancelled by paying all premium due therefor, and the installment receivable for the year ensuing that upon which the insurance has entered.

Proofs of Loss.—1. In case of loss under this policy the assured shall at once put the property saved in the best order possible, separating the damaged from the undamaged, and shall within fifteen days after the loss give written notice thereof to this Company at its office in the City of New York, or at the office of the Western Department at Chicago, and within sixty days thereafter render under oath to this Company at its office as aforesaid a particular account of such loss, stating the time, cause and circumstances of the fire; the occupation of the building insured or containing the insured property; the whole value and ownership of the property insured; the Cash Value and amount of loss upon each article; other insurance, if any, with a copy of all policies, and shall exhibit all that remains of the property covered by this policy, damaged or not damaged, for examination, to any person or persons named by the Company; the amount of sound value and damage shall be determined by mutual agreement of the Company and the assured, and, if required, shall produce to such person or persons bills of purchase, books of accounts and other proper vouchers, and be examined under oath touching all questions, relating to the claim, and shall subscribe to the same; and as a part of the preliminary proofs of loss, the assured shall, if required, furnish the Company with the original plans and specification of the building destroyed, or exact copies thereof, either of which shall be duly verified by the oath of the assured. Proof of loss must, in all cases, be made by the owner of the property, although the loss may be payable to a third party.

2. The cash value of property destroyed or damaged by fire shall in no case exceed what would be the cost to the assured, at the time of the fire, of replacing the same; and in case of the depreciation of such property, from use or otherwise, a suitable deduction from the cash cost of replacing the same shall be made, to ascertain the actual cash value thereof.

3. If differences of opinion should arise between the parties hereto, as to the amount of loss or damage upon property damaged, the subject shall be referred to two disinterested and competent men, each party to select one (and in case of disagreement, they to select a third), who shall under oath, ascertain, estimate and appraise such loss or damage upon each article separately; and their award in writing shall be binding on the parties hereto, as to the amount of such loss or damage (each party paying one-half the expenses of reference), but shall not decide the liability of the Company under this policy; and it shall be optional with the Company to repair, rebuild or replace the property lost or damaged with other of like kind and quality within a reasonable time, giving notice of their intention so to do within sixty days after receipt of proofs herein required, and until proofs of such loss as herein required are rendered to this Company, duly sworn to by claimant, and also by two disinterested and respectable men who are acquainted with the premises insured, and with the claimant, and by certificate of nearest magistrate, that the statements are true, that the property therein claimed for was destroyed by such fire, and that the actual cash value and damage thereto is correctly set forth, and believe that the assured has, without fraud or evil practice, sustained loss to the amount set forth in said proofs of loss, the loss shall not become payable.

4. All fraud or attempt at fraud by false swearing or otherwise, shall cause a forfeiture of all claim on this Company under this policy.

5. It is furthermore hereby provided and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this policy, shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained, fixing the amount of such claim in the manner herein provided, nor unless such suit or action shall be commenced within twelve months next ensuing after the loss shall occur; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

It is further provided and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this policy, shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained, fixing the amount of such claim in the manner herein provided, nor unless such suit or action shall be commenced within twelve months next ensuing after the loss shall occur; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.


Superintendent

President.
OF WESTERN DEPARTMENT,