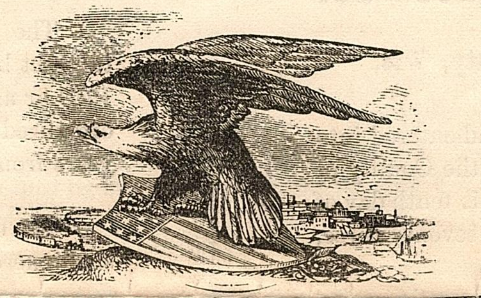
No. 3571 | $ 875

CALUMET COUNTY

Mutual Fire Insurance Co.



OF THE TOWN OF

NEW HOLSTEIN, CALUMET CO.

BY THIS POLICY OF INSURANCE

In consideration of Eight 75/100 *Dollars, Cash Premium to them in hand paid, do Insure*

L. H. Waffle Esq.

AGAINST LOSS BY FIRE OR LIGHTNING TO THE AMOUNT OF

Eight Hundred and Seventyfive Dollars

	Amount Insured.		Amount Insured.
Dwelling House, log	$ 75	Farming Utensils on the premises,	
Household Furniture, Bedding and Wearing Apparel therein,	$ 250	Machinery, " " "	
		Live stock on the premises & at large,	
Provisions,	$ 50	On	
Barn, frame	$ 125	On	
Stable,		On	
Granery,		On	
Grain in stacks or in any building on the premises,	$ 300	On	
		On	
Hay in stacks or in any building on the premises,	$ 75	On	
		On	

Situated in the Town of Brothertown County of Calumet State of Wisconsin.

On Lots No. 25 & 36. Brothertown Reservation.

For a more particular description, and as forming a part of this policy, by which the insured will be bound, reference is made to application and survey No. 3571 on file in this office.

And the **Calumet County Mutual Fire Insurance Co. of the Town of New Holstein, Calumet County, Wis.,** for the consideration aforesaid, DO hereby promise and agree to make good unto the said insured his executors, administrators and assigns, all such loss or damage not exceeding in amount the sum insured, as shall happen by fire or lightning to the property as above specified, for and during the period of Five Years to wit: from the Twentyeight day of December one thousand eight hundred and Seventynine *(at twelve o'clock at noon)*, until the Twentyeight day of December one thousand eight hundred and Eightyfour *(at twelve o'clock at noon)*, the said loss or damage to be estimated according to the true and actual cash value of the said property at the time the same shall happen; and to be paid within ninety days after due notice and proof thereof has been made by the assured, in conformity to the rules and by-laws of this Company: PROVIDED, ALWAYS and it is hereby declared, that this Corporation 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, or of any loss by theft, at or after a fire. AND PROVIDED FURTHER, that in case the insured shall have already made any other insurance against loss by fire on the property hereby insured and not notified this corporation, and mentioned in or endorsed upon this Policy, then this Insurance shall be void and of no effect. And if the insured or his assignees shall hereafter make any other insurance on the same property, and shall not, with all reasonable diligence, give notice thereof to this Corporation, and have the same endorsed upon 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 on the property hereby insured, whether prior or subsequent to the date of this Policy, the insured shall not in case of loss or damage, be entitled to recover on this Policy any greater portion of the loss or damage sustained, than the amount hereby insured shall bear to the whole amount insured on the same property. And any misrepresentation, or fraud, or concealment, or false swearing, by the insured, in relation to any insurance, or the cause of any loss or damage to any insured property, or the quality, quantity, description, or value of property destroyed or damaged by fire, shall forfeit all claim by virtue of this Policy, and be a full bar to all remedies upon the same. And any Policy, upon an application made by any person not legally authorized to effect insurance, or by one who has not an insurable interest therein to the amount of the insurance, shall be void. AND PROVIDED FURTHER, that whenever an assessment shall have been made on the undertaking executed by the insured to this Corporation, and bearing even date herewith, and the same shall neglect or refuse to pay such assessment for thirty days after the notice shall have been given to him by any Agent, or the Secretary of this Corporation that then and from thenceforth the said Corporation shall not be liable for any losses that may occur previous to the payment of said assessment, and that the Directors may order the Secretary to enter upon the Books a discontinuance of this Policy, but that the said undertaking shall remain subject to assessments up to the time of its discontinuance, AND IT IS AGREED AND DECLARED to be the true intent and meaning of the parties hereto, that in case the above mentioned premises shall at any time after the making, and during the time this policy would otherwise continue in force, be appropriated, applied or used, to or for the purpose of carrying on or exercising therein any trade, business or vocation, different from what is set forth in the application, or hereafter agreed to by this Company, in writing to be added to and endorsed upon this Policy; or if the said premises shall remain without an occupant for a longer period than thirty days; or if the insured shall keep or permit others to keep, any camphene, petroleum, coal oil, or burning fluid, exceeding five barrels in quantity, or any explosive mixture, or any gunpowder, except it shall be kept in tin canisters, and not over twenty-five pounds at one time even in such case, or any friction matches except such as shall be kept in metalic or stone vessels, with well-fitted covers of the same material, then and thenceforth these presents shall cease and be of no force and effect. And that this Policy is made and accepted in conference to the articles of association and By-Laws of this Corporation, 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 specially provided for, and which are hereby declared to be a part of this contract.

***The interest of the assured in this Policy is not assignable, unless by the consent of this Corporation, manifested in writing: and in case of any transfer or termination of the interest of the assured, either by sale or otherwise, without such consent, this Policy shall thenceforth be void and of no effect. This Policy shall not be valid unless countersigned by the duly authorized Agent of the Company at New Holstein

IN WITNESS WHEREOF, The Calumet County Mutual Fire Insurance Co., of the Town of New Holstein, Calumet County Wis., have caused these presents to be signed by the President and attested by their Secretary, in the Town of New Holstein.

the Twentyeight day of December one thousand eight hundred and Seventynine

ATTESTED;

J. Rhode Secretary. C. H. W. Petersen President.

Countersigned at New Holstein *the* 10th *day of* December 1879

J. Rhode Agent.

ARTICLES OF ASSOCIATION

OF THE

CALUMET COUNTY

Mutual Fire Insurance Co.

OF

New Holstein, Calumet County, Wis.

Articles of association made and entered into at the Town of New Holstein in the County of Calumet and State of Wisconsin this tenth day of March, A. D. eighteen hundred seventy three, witnesseth:

That we whose hands and seals are hereunto annexed, being residents of the Town of New Holstein, Charlestown and Brothertown in the County of Calumet and State of Wisconsin and of the Town of Schleswig in the County of Manitowoc in said State, respectively, our places of residence appearing opposite our names respectively at the end of these articles, and owning collectively property in said towns of Twenty Five Thoussand Dollars and over in value, which we desire to have insured by the Company herewith created, have associated and formed ourselves into a Company for mutual insurance against loss or damage by fire or lightning under and pursuant to the provisions of chapter one hundred and three (103) of the general laws of the state of Wisconsin of the year 1872, entitled: „An act authorizing the formation of town insurance companies, approved March 23. 1872 (and amendments) upon the terms and conditions following to wit:

Article 1.

The corporate name, which we assume to distinguish the company and which shall be used in its dealings. shall be "Calumet County Mutual Fire Insurance Company of New Holstein."

Article 2.

The object of the company is to insure against loss or damage by fire or lightning, detached dwellings and their contents, and farm buildings and their contents, and live stock while on the premises or running at large, and hay and grain in the bin or stack in Calumet County and in the adjoining Town of Schleswig in the County of Manitowoc in said State of Wisconsin, agreeably to the provisions of Section ten (10) of chapter 103 of the general laws of 1873.

Article 3.

The business office of the company shall be located in the Town of New Holstein in said county of Calumet, and the location of said office shall not be changed, unless a written notice for that purpose be served upon each member of said association at or before the annual meeting preceding the vote taken thereon and provided further, that no motion shall be brought before said annual meeting for such purpose unless at an annual meeting preceding the vote taken thereon, the majority shall agree to the said proposition.

Article 4.

The affairs of the company shall be managed by 9 directors, who shall be members of the company and shall otherwise possess the qualifications required by law, one of whom shall be a resident of the said town of New Holstein, one a resident of the said town of Charlestown, one a resident of the said town of Brothertown and one a resident of the said town of Schleswig. Said directors shall be elected and shall hold their office as provided by said chapter 103 of the general laws of 1872. They shall choose one of their number as president and one as secretary.

Article 5.

The company shall commence to do and transact business on the 10th day of March A. D 1873 or as soon thereafter as properly and legally organized and shall continue for a term of thirty years from said 10th day of March 1873.

Article 6.

The directors and the officers of the company shall exercise such powers and discharge such duties as may be provided in and by the provisions of said chapter 103 of the general laws of 1872 and as the company may from time to time determine or require not inconsistant with the laws of said State of Wisconsin or these articles. The undersigned associates have chosen and elected and do hereby choose and elect out of our number the following directors, who shall constitute the first board of directors of said company, viz.

FERD. OSTENFELD,	*of the Town of New Holstein.*
AD. MOELLER,	„ „ „ „ „
C. H. M. PETERSEN	„ „ „ „ „
H. PIPER,	„ „ „ „ „
J. THODE.	„ „ „ *Schleswig.*
A. KLEMME,	„ „ „ „
W. HOLLADAY,	„ „ „ *Charlestown.*
G. WOELFEL,	„ „ „ „
H. A. RATHERT,	„ „ „ *Brothertown.*

Article 7.

The board of directors shall apoint and employ such officers, clerks and other agents and assistents as they may deem expedient for the transaction of the business of the company and generally perform such other duties as may be imposed upon them by the By-laws of the company which By-laws shall however not be inconsistent with the provisions of said chapter 103 of the general laws of 1872 or these articles.

In case of a vacancy in the board of directors by death, resignation, removal or other cause the board shall fill the vacancy by appointment from the members of the company. The director thus appointed shall hold his office for the unexpired term, occasioned by the vacancy.

Article 8.

These articles of association shall not be altered or amended except in an annual meeting of the company and no alteration or amendment shall be declared adopted unless a majority of members present at such annual meeting shall vote in favor of such alteration or amendment.

All of which articles we the undersigned associates for ourselves and our several and respective executors administrators and assigns, each for himself, do hereby severally and mutually convenant and agree, to stand to abide and perform and in testimony whereof, we have hereunto at the town of New Holstein aforesaid on the day and year first above written set our hands and seals and specified opposite to our respective places of residence, the value of our property which we desire to have insured in the company and the place where the same is situated, subject in all things to all the conditions and stipulations contained in the foregoing articles.

(Here follow 37 names with an amount of property to be insured of $60,195.)

BY-LAWS.

1.

The directors elected at the organization of this association shall remain in office until their successors are elected and qualified.

2.

The board of directors shall elect from their own numbers one president, one secretary and one treasurer.

3.

All meetings of the directors shall be called by the secretary of said association, the majority of whom shall have power to act.

4.

It shall be the duty of the president to preside at all meetings of the association and to sign all orders drawn on the treasury,; in his absence the oldest member of the board shall act as vice-president and posess the same powers as the president.

5.

It shall be the duty of the secretary to keep a record of the proceedings of the board of directors to receive applications for insurance, keep a record of all the policies of insurance, transfers, alterations and surrenders, to answer all communications on the business of the company, to recieve the advanced premium and pay the same to the treasurer, taking a receipt therefor, to countersign all orders drawn on the treasurer by the president and to perform all other duties pertaining to the office of secretary.

6.

It shall be the duty of the treasurer to receive and keep all moneys paid into his hands by the secretary as also all moneys belonging to the company and to receipt the same; to pay all orders drawn on him by the president and countersigned by the secretary and to make a report at each annual meeting of the receipts and disbursements of said company.

7.

Secretary and Treasurer shall before entering into the duties of their offices give bond in such amount and manner as the directors shall require, said bonds to be deposited with the president of the company.

8.

Each person wishing to be a member of this company shall pay 1 per cent for isolated dwelling for one year and at the close of the year the annual meeting may determine, what further amount, if any shall be paid in the future; each member shall remain a member of the company and shall be entitled to all the privileges and immunities thereof as long as he or they shall comply with the rules and regulations thereof or until for good reasons shown expelled by the board of directors, or until they withdraw therefrom. In case more than one building shall be insured in one policy the value of each building as well as the value of the property contained therein, must be specified.

9.

In all cases where the policy is to be assigned, the assignment thereof must be approved by the secretary.

10.

All persons applying to become a member of this company shall state the amount of his insurance, if any, in any other company; any person making a false statement in regard thereto shall forfeit all rights under his policy.

11.

The application must contain the full name of the applicant and also as near as possible an exact description of the property to be insured; In case farm buildings stand less than 50 feet apart, the application must state the distance.

12.

As soon as the application is received by the secretary, the company shall be liable for all losses sustained by said applicant, until the application is refused and placed in the Postoffice directed to the applicant.

13.

The majority of the directors may at any time reduce the amount of insurance, when they consider it desirable, in which case they shall notify the policy-holder of such reduction and refund in proportion the premium paid.

14.

In all cases of loss by fire or lightning the company shall have the right to rebuild, in which case the company within thirty days shall notify the policy holder of their intention so to do.

15.

The amount insured shall in no case exceed $\frac{2}{3}$ of the real value.

16.

All policies upon any building unoccupied for the space of 30 days shall be forfeited.

17.

In case any changes shall be made in any building insured, whereby the risk is increased the company shall be notified thereof or the policies be forfeited

18.

Isolated buildings in villages are buildings 60 feet apart and no two buildings should be insured in any village standing less than 10 rods apart and no such insurance shall exceed the sum of $1000.

19.

The secretary shall receive as a compensation for his labor 20 percent of the cash premium received by the company and one Dollar from the insured on each policy issued until further action taken by the annual meeting.

20.

The directors shall be entitled to one Dollar per day for services actually rendered and 5 cents per mile for the distance actually travelled.

At special meetings held during the year 1873 and 1874 the following resolutions were adopted.

1. The insurance of grain includes flax seed, rape seed, clover seed and all other kinds of seeds, raised.

2. Hay in stacks standing less than 40 rods from any swamp or marsh shall not be insured.

3. Household furniture bedding and wearing apparal spoken of in this policy shall include linnen, gold and silverware, books sewing machines &c. provided that the articles thus insured shall in no case exceed $500.—; if the insurance of these articles exceed $500.—, each item must be seperately named.

4. Farming articles shall include all agricultural implements on the farm excepting machinery, which shall be seperately specified,

5. The amount insured on hogs and sheep must be seperately stated in the application.

For Value Received, The subscriber hereby transfer................interest in this Policy as follows:

Date of transfer.	By whom transfered.	To whom transfered.	Witnessed by	Approval of this company or authorized agent required in all cases.

No. 3571

Calumet County

MUTUAL FIRE INSURANCE CO.

OF THE TOWN OF

NEW HOLSTEIN, CALUMET CO.

L. A. Waffle Esq.
Brothertown Wis.

Amount Insured, $ 875

Rate per cent., $ 1 %

Am't Cash Premium, - - - $ 8.75

Policy and Survey, - - - $ 1.00

$ 9.75

Cred. on Vol. No. 652 $ 8.50

$ 1.25

THIS POLICY EXPIRES.

December 28th 1884

Jos. Friedrich Agent.

"JOURNAL" Job Print Manitowoc Wis.