

No. 2534

INSURANCE AGAINST FIRE.

THIS POLICY OF ASSURANCE WITNESSETH,

THAT the PRESIDENT and DIRECTORS of the COMMONWEALTH INSURANCE COMPANY do by these PRESENTS cause

John F. Lewis

to be assured, *One thousand* Dollars on

*Two houses now building situate in Laurel Court adjoining
a three story brick Store House*

Sum insured

\$1000

against all loss or damage to the same by Fire, originating in any cause, except Invasion, Foreign Enemies, Civil Commotions, Riots, or any military or usurped power whatsoever, for and during the term of *two months* commencing the risk the *fourth* day of *April* one thousand eight hundred and twenty *five* at noon, and to continue until the *fourth* day of *June* one thousand eight hundred and twenty *five* at noon, and no longer, unless the Policy should be renewed; provided that the said Company shall not be liable for more than the sum insured in any case whatever.

And the assured hereby covenants and engages, that the representation given in the application for this Insurance, contains a just, full and true exposition of all the facts and circumstances in regard to the condition, situation, value and risk of the property insured, so far as the same are known to *him* and material to the risk; and, that if any material fact or circumstance, shall not have been fairly represented: or if *he* shall have made, or shall hereafter make any other Insurance upon the said property, without the knowledge and consent of said Company: or if the said property should be removed without necessity, to any other place: or, if the situation or circumstances affecting the risk thereupon, shall be so altered, or changed by or with *his* advice, agency or consent, as to increase the risk thereupon: or if the said property should be sold: or, if this Policy should be assigned without the consent of the Company: or if the assured shall make any attempt to defraud the said Company; that in every such case, the risk hereupon shall cease and determine, and the Policy be null and void—unless confirmed by a new agreement thereupon written after a full knowledge of such facts or circumstances.

And the assured further covenants and agrees that, in case of any loss or damage, the said Company shall have the right to replace the articles lost or damaged with others of the same kind and equal goodness, at any time within thirty days after notice of the loss.

And it is further agreed that in case there should be any other Insurance made as aforesaid, on the property hereby assured, whether prior or subsequent, that the assured shall be entitled to recover on this Policy, no greater proportion of the loss sustained, than the sum hereby insured, bears to the whole amount insured thereon. And whenever this Company shall pay any loss, the assured agrees to assign over all his rights to recover satisfaction therefor from any other person or persons, town or other corporation, or to prosecute therefor at the charge and for account of the Company, if requested.

Premium. *24/100*

\$ 240

Policy.)

\$ 340

And in consideration of the sum of *Two ⁴⁰/₁₀₀ Dollars* received by the said Company, the said President and Directors do hereby bind the Capital Stock, and other common property thereof, to the assured *his* executors or administrators for the payment of all sums that may become due under this Policy. And in case of any loss the same is to be paid without any deduction, in thirty days after proof thereof.

And the said Company further covenants and agrees, that in case the assured should sell the property hereby assured, before the expiration of this Policy, on notification thereof, an equitable proportion of the premium received, shall be returned, provided there be no loss: reserving three months premium on the sum insured, which shall be retained by said Company in all cases of return premium, over and above the proportion which would be due up to the time of such notification.

And in case any difference of opinion should arise, between the parties hereto, the subject shall be referred to three disinterested men residing in Boston, one of whom to be chosen by each, out of three to be named by the other party, and the third by the two so chosen.

N. B. Bills of Exchange, Notes, Accounts and Evidences or Securities of property of any kind, Books, Money, Wearing Apparel, Plate, Jewels, Furniture, Medals, Paintings, Sculpture and other Curiosities are not to be insured, unless by special agreement.

IN WITNESS WHEREOF, the President of the said Insurance Company, hath hereunto subscribed his name, and caused the same to be countersigned by their Secretary, at their Office in Boston, this *fourth* day of *April* one thousand eight hundred and twenty *five*

J. P. Tappan Secy

[Signature]