DUTCHESS COUNTY MUTUAL INSURANCE COMPANY.

No 30,906

This Policy Witnesseth,

That Whereas Helen Schultz of the town of Rhinebeck in the county of Dutchess State of New York, has become a member of the

Dutchess County Mutual Insurance Company,

and bound and obliged herself her Heirs, Executors, and Administrators, to pay all such sums of money as may be assessed by the Directors thereof, pursuant to the act incorporating said Company, passed April 12, 1836, and the act extending the same, passed April 9, 1855, and also secured to said Company, the sum of Eighty Six Dollars, being the amount of the Deposit or Premium for insuring the sum of Twenty Eight Hundred Dollars unto the said Helen her Heirs, Executors, Administrators, and Assigns, on the following Property, to wit:

$2000. On her Dwelling House

$400. On her Household Furniture & Wearing Apparel therein

$400. On her Barn

reference being had to the application of said Helen for a more particular description and as forming a part of this POLICY, during the term of FIVE YEARS COMMENCING AT NOON, on the Twenty fifth day of August 1862, and ENDING AT NOON on the Twenty fifth day of August 1867.

NOW BE IT KNOWN, That we, the members of the said Company, for and in consideration of the premises, do hereby certify, that the said Helen her become, and by these presents is insured in and by the said Company, upon the property described as aforesaid, in the sum of Twenty Eight Hundred Dollars. And we do therefore promise, according to the provisions of said Act, and the conditions accompanying this Policy, and making a part thereof, to settle and pay unto the said assured her Heirs, Executors, Administrators, or Assigns, all losses or damage, not exceeding, in the whole, the said sum of Twenty Eight Hundred Dollars, which shall or may happen to the aforesaid property, by, or by reason, or by means of, FIRE, during the time this Policy shall remain in force. The said loss or damage to be estimated according to the true and actual value of the PROPERTY at the time the same shall happen, and to be paid within three months after notice is given by the insured according to the provisions of the said act, and the amount thereof ascertained and adjusted.

PROVIDED, That if it should so happen that the whole stock and contribution of said Company should ever be insufficient to pay and satisfy all the losses sustained by the members of said Company, in such case a just average shall be made, and the payment to be demanded in virtue of this Policy shall be a dividend of the said stock, and contribution in proportion to the sum insured, agreeable to the tenor and true intent of the act aforesaid.

AND FURTHER PROVIDED, That in case the assured shall have already made any other insurance against loss by Fire, on the property herein insured, not notified to this Corporation, or in case the assured or the assigns of the assured 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.

In estimating the damage for Furniture injured or destroyed, no allowance is made for Jewels, Plate, Plated Ware, Medals, Pictures, Family Paintings, Sculpture, or Musical Instruments, unless particularly mentioned in the Policy.

The interest of the assured in this Policy is not assignable without the consent of the said Company in writing; or 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.

IN WITNESS WHEREOF, the President of said Company has signed this Policy, and the Secretary thereof has countersigned the same, at Poughkeepsie, the Twenty fifth day of August in the year of our Lord one thousand eight hundred and sixty-two.

L. G. Dodge Secretary. James Mabbett President.

CONDITIONS OF INSURANCE.

All applications for insurance must be made in writing, according to the printed forms prepared by the Company. Such application shall contain the place where the property is situated; of what materials it is composed; its dimensions, number of chimneys, fire places, and stoves; how constructed, and for what occupied; its relative situation as to other buildings; distance from each other, if less than ten rods; for what purpose occupied, and whether the property is encumbered; by what, and to what amount; and, if the applicant has a less estate than in fee, the nature of the estate.

Such applications may be made either by the applicant or by a surveyor, and in all cases the insured will be bound by the application—for the purpose of taking which, such surveyor will be deemed the agent of the applicant.

The applicant shall, at the time of making such application, give his note for the premium, and shall pay upon the same 20 per cent., also $1 for the survey, and 50 cents for the Policy to be issued thereon.

No insurance shall be considered as binding, until the application and note are deposited in the office of the Company, the application approved by a Director, and the 20 per cent. and expenses of survey and policy paid.

Property must be insured in the names of all the owners, and the application must state the interest of each owner, or the policy will be void.

If any person insuring any property in this Company shall make any misrepresentation or concealment in the application, or if, after the insurance is effected, the risk of the property shall be increased by any means whatever within the control of the assured, or if the building or premises shall be occupied in any way so as to render the risk more hazardous than at the time of insuring, and not specified in the above application—such insurance shall be void and of no effect.

If any property insured in this Company shall be rendered more hazardous after such insurance is effected, by any means whatsoever and not within the control of the assured, such person so insured shall immediately give notice thereof in writing to the Secretary, and the Directors may elect either to continue the insurance upon the same terms—to continue it if the insured shall give his additional premium note for such sum as the Directors may determine—or may cancel the policy and return the premium note and the ratable proportion of the 20 per cent. paid and unexpended; and if the assured shall omit in such case to give the said notice, then such insurance shall be void and of no effect.

In all cases of insurance, this Company shall be liable for such ratable proportion of the loss or damage happening in the subject insured, as the amount insured by this Company shall bear to the whole amount insured thereon, without reference to the dates of the different policies.

This Company will be liable for fire by lightning, but not for any loss or damage by fire happening by means of any invasion, insurrection, riot, or civil commotion, or of any military or usurped power.

All persons insured by this Company, and sustaining loss or damage by fire, are forthwith to give notice thereof to the Secretary, and within thirty days after said loss to deliver a particular account of such loss or damage, signed with their own hands, and verified by their oath or affirmation—and also, if required, by 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—what was the whole value of the property insured—and when and how the fire originated, so far as they know or have reason to believe—and what their interest in the property insured was at the time of the loss or damage sustained. They shall also state whether, since the time of effecting such insurance, the risk has been increased by any means whatsoever; and any misrepresentation or concealment, or fraud, or false swearing, in any statement or affidavit in relation to the said loss or damage, shall forfeit all claim by virtue of the policy, and shall be a full bar to all remedies upon the same.

Payment of losses to be made within three months after the loss shall have been ascertained and proved, and the statements made as above mentioned, and the amount adjusted.

N. B. This Company does not insure against carpenter's risks.

☞ All communications to the Company, or its officers, to be post paid; and when relating to a Policy already issued, the Number of the Policy must be given.

EXTRACT FROM THE BY-LAWS.

§ 11. Whenever any member of this Company shall alienate or sell any house or building insured, he may surrender his policy to the Secretary, with a request to have the same cancelled; and the Secretary shall enter the same on record as cancelled, to take effect the day the same shall be received by him. And in case one building only is alienated or sold where others are contained in the same policy, said policy may be surrendered as to that building only, and to take effect on the day it shall be received by the Secretary. And whenever the grantee or alienee shall procure an assignment and transfer for a policy, where he shall have purchased the whole property insured, and shall within thirty days from the day he purchased the same forward the said policy and assignment to the Secretary, he may have the same confirmed and ratified to him; and when said grantee or alienee shall have given satisfactory security for the payment of the residue of the premium note given for said policy.

Whenever any member of this Company who has an insurance on goods or other personal property only, shall *bona fide* alienate or sell said goods or property, he may have the same privilege of surrendering his policy, and under the same regulations as if his policy was on a building, and have the same cancelled. And when goods or other personal property are insured with buildings, and the goods (or a part thereof) are sold, the policy may be cancelled as to the part so sold only, under the same regulations as mentioned before in this section.

Whenever any alterations or additions, or change of occupants or business, shall be made in or to any buildings insured, application may be made [in writing] to an Agent of the Company in the town or vicinity, who shall certify his opinion whether the same increased the hazard or not, and forward the same, and a statement by said applicant by him signed, to the Secretary, who shall submit the same to a Director for his approval; or said application may be made to a Director or to the Secretary; and when approved, the Secretary shall enter on the record of said policy that the same is not endangered, and return to the insured a certificate thereof. But in case the Agent or Secretary shall judge that said alterations, additions or change, do increase the risk, then he shall certify how much, and take an additional note for such increased risk, and when approved, or made by a Director, the Secretary shall enter a minute thereof on a record of the policy, and give to the insured a certificate thereof.

When buildings are mortgaged at the time they are insured, the mortgagee may have the policy assigned to him, on his signing the premium note, or giving security for the payment of the same; and any Surveyor, Director, or the Secretary, when application shall be made to him, shall be authorized, upon said applicant's signing said note, or giving security as aforesaid, to give the assent of the Company to said assignment, which assent and assignment, or a certificate thereof, shall be forwarded to the Secretary, who shall enter the same on the record of the policy.

Office of the Dutchess County Mutual Insurance Company, 186

The consent of the Board of Directors of this Company is given, that the insured in the within Policy may assign interest in the same to

The said assignee giving his premium note for $ being the amount of the premium note given by the insured, as provided for in the By-laws of the said Company.

Secretary.

Know all Men by these Presents, That in the within Policy named, for and in consideration of the sum of One Dollar to in hand by the receipt whereof is hereby acknowledged, ha assigned, and transferred and set over, by these presents do assign, transfer and set over, unto the said Executors, Administrators, and Assigns, the within Policy of Insurance, and all sum or sums of money, interest, principal and advantage whatsoever, now due or hereafter to arise, or to be had or made by virtue thereof. TO HAVE AND TO HOLD, unto the said Executors, Administrators, and Assigns, forever.

WITNESS, hand this day of 186

No. 31,506

DUTCHESS COUNTY MUTUAL
Insurance Company.

Insurance for five Years.

Amount Insured, $ 2800

Premium Note, $ 56

Twenty per cent. $ 11.20

Survey and Policy, $ 1.50

Expires August 25 1867

Julius Schultz
Wappingers Falls

[Charter extended for twenty years from April 12, 1856.]