Wallingford, Daniel P., et al vs. Home fire and Marine Insurance of St. Louis

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CHARTER

OF THE

HOME MUTUAL FIRE AND MARINE INSURANCE COMPANY OF SAINT LOUIS.

CHARTERED MARCH 28th, 1845.

AN ACT TO INCORPORATE THE HOME MUTUAL FIRE AND MARINE INSURANCE COMPANY.

Be it enacted by the General Assembly of the State of Missouri, as follows:

§ 1. That Benjamin F. Brown, Marshall Brotherton, John S. Thomson, James Moffitt, James Durno, John Sigerson, Samuel L. Watson, Robert Boal, S. O. Butler, and all other persons who may hereafter become members of said Company, in the manner herein prescribed, be, and they are hereby incorporated and made a body politic for the term of twenty years from the passage of this act, by the name of the "*Home Mutual Fire and Marine Insurance Company of St. Louis,*" for the purpose of insuring their respective dwelling-houses, stores, shops and their buildings, household furniture, and merchandise, steamboats, hulls, barges, flat-boats, and cargoes, against loss or damage, whether the same shall happen by accident, lightning, or any other means, excepting that of design in the assured, or by the invasion of an enemy, or insurrection of the citizens of this or any of the United States, and by that name may sue and be sued, plead and be impleaded, appear, prosecute and defend in any court of record or other place whatsoever; may have and use a common seal; may purchase and hold such real and personal estate as may be necessary to effect the object of their association, and the same may sell and convey at pleasure: *Provided,* such real estate shall not exceed one hundred and sixty acres; may make, establish and put into execution such by-laws, ordinances, and resolutions, not being contrary to the laws of this State, or of the United States, as may seem necessary or convenient for their regulation and government, and for the arrangement of their affairs, and do and execute all such acts and things as may be necessary to carry into full effect the purposes intended by this act of incorporation.

§ 2. That all and every person or persons who shall, at any time, become interested in said Company, by insuring therein, and also their respective heirs, executors, administrators, and assigns, continuing to be insured therein, as hereafter provided, shall be deemed and taken as members thereof, for and during the term as specified in their respective policies, and no longer; and shall at all times be included and bound by the provisions of this act.

§ 3. There shall be a meeting of said Company, at Saint Louis, in Saint Louis county, on the first Wednesday of April, annually, or on such other day as the said Company may hereafter determine, at which first annual meeting shall be chosen, by a majority of the votes of the members present, and by proxy, a Board of Directors, consisting of not more than fifteen, nor less than nine members, who shall continue in office until others have been chosen, and accepted the trust in their stead. In all vacancies happening in said Board, whether by removing from the State, dying, or refusing, or neglecting to act for and during the space of three months successively, then, and in every such case, another Director shall be chosen in the place of each Director so removing, dying, or refusing or neglecting to act as aforesaid, by a majority of the Directors present at any monthly meeting, which Directors so chosen, shall remain in office until the next general election of Directors, and a majority of the whole Board shall constitute a quorum for the transaction of business. At their first regular meeting, the Board of Directors shall class themselves, by lots, into three classes, of an equal number each, the terms of whose services shall respectively expire as follows: The first class in one year; the second class in two years, and the third class in three years. Special meetings of the Company may be called by order of the Directors, or whenever the owners of one part of the property insured in said Company shall apply to the Directors, setting forth in writing the purposes for which a meeting is called.

§ 4. The Board of Directors shall superintend the concerns of said Company, and shall have the management of the funds and property thereof, and of all matters and things thereto relating, not otherwise provided for by said Company. They shall have power from time to time, to appoint a Secretary, Treasurer, and such other officers, agents, and assistants, as to them may seem necessary, and prescribe their duties, fix their compensation, and to take such security from them as they may deem necessary, for the faithful performance of their respective duties; they shall determine the rate of insurance, the sum to be insured on any building not to exceed two-thirds of its value, nor one-half of the value of personal property, and the sum to be deposited for the insurance thereof; they shall order and direct the making and issuing of all policies of insurance, the providing of books, stationery, and other things needful for the office of the said Company, and for the carrying on the affairs of said Company; and may draw upon the Treasurer for the payment of all losses which may have happened, and for expenses incurred in transacting the concerns of said Company. They shall elect one of their own number to act as President, and may hold their meetings monthly, or oftener if necessary, for transacting the business of said Company, and shall keep a record of their proceedings; and any Director disagreeing with a majority of the Board, at any meeting, may enter his dissent, with his reasons therefor, on record.

[Section 5 repealed February 13th, 1849.]

§ 6. The Directors may extend the insurance of said Company to every part of the State, on all the real and personal property within the same, with the exceptions and provisions hereafter enacted, not exceeding the sum of ten thousand dollars in any one risk, at such rate or rates as said Directors may, in view of the equity of the case, and the interest of the Company, determine. Insurance shall be made in all cases, upon the representation of the assured, contained in his application therefor, and signed by him or his attorney, which representation shall, in fairness and good faith, state all the material circumstances within his knowledge which may affect the risk: *Provided,* that in case of any loss or damage by fire, the valuation of the property, at the time of such loss or damage, shall be determined by the award of impartial men, as hereafter provided.

§ 7. Books of account, written security or evidence of debt, title deeds, manuscripts, or writings of any description, money or bullion, shall not be deemed nor taken to be objects of insurance in said Company. Curiosities, jewels, medals, musical instruments, plate, paintings, sculpture, statuary, watches, gold or silver ware of any kind, shall not be deemed to be included in any policy of insurance, unless those articles or any of them form part of the usual and regular stock in trade of the assured, or are particularly specified in the policy. Brewers, chemical establishments, bleaching houses or mills, or the contents of either of them, alcohol, aquafortis, gunpowder, spirituous liquors, tar, turpentine, varnish, or any other trades, wares, or merchandise, which may hereafter be excluded by said Company, at any annual meeting, shall never be deemed insurable by the Directors of said Company, nor any policy issued thereon.

§ 8. Every person who shall become a member of said Company, by effecting insurance therein, shall, before he receives his policy, deposit his promissory note, for such sum or sums of money as shall be determined by the Directors, a part, not exceeding ten per cent. of which note, shall be immediately paid, for the purpose of discharging the incidental expenses of the institution, and the remainder of said deposite note shall be made payable, in part or the whole, at any time when the Directors shall deem the same requisite, for the payment of losses, or other expenses; and at the expiration of the term of insurance, the said note, or such part of the same as shall remain unpaid, after deducting all losses and expenses accruing during said time, shall be relinquished and given up to the signer thereof.

§ 9. Every member of this Company shall be, and hereby is, bound to pay his proportion of all losses and expenses happening or accruing in and to said Company, and all buildings insured by and with said Company, together with the right, title, and interest of the assured to the lands on which they stand, shall be pledged to said Company, and the said Company shall have a lien thereon, against the assured during the continuance of his, her or their policies.

§ 10. In case of any loss or damages by fire, happening to any member of said Company, upon property insured in and with said Company, the said member shall give notice thereof, in writing, to the Directors, or some one of them, or to the Secretary of said Company, within thirty days from the time such loss or damage may have happened, and the Directors, upon a view of the same, or in such other way as they may deem proper, shall ascertain and determine the amount of loss or damage, and if the party suffering is not satisfied with the determination of the Directors, the question may be submitted to referees, or the said party may bring an action against the Company, for the said loss or damage, at the next court, to be holden in and for the county of St. Louis and State of Missouri, and not afterwards, unless said court shall be holden within sixty days after said determination; but, if holden within that time, then at the next court holden in said county thereafter, and if, upon trial of said action, a greater sum shall be recovered than the amount determined by the Directors, the party suffering shall have judgment therefor against said Company, with interest thereon from the time said loss or damage happened, and costs of suit; but if no more shall be recovered than the amount aforesaid, the said party shall become non-suit, and the said Company shall recover their costs: *Provided, however,* that the judgment last mentioned shall in no wise affect the claim of said suffering party to the amount of loss or damage, as determined by the Directors aforesaid; *and provided, also,* that execution shall not issue on any judgment against said Company, until three months after the rendition thereof.

§ 11. The Directors, after receiving notice of any loss or damage by fire, sustained by any member, and ascertaining the same, or after the rendition of any judgment as aforesaid, against said Company, for loss or damage, shall settle and determine the sum to be paid by the several members thereof, as their respective proportion of said loss, and publish the same in such manner as they shall see fit, or as the by laws may have prescribed; and the sum to be paid by each member, shall always be in proportion to the original amount of his premium note or notes, and shall be paid to the Treasurer within thirty days next after the publication of said notice; and if any member shall, for the space of thirty days after such notice, neglect or refuse to pay the sum assessed upon him, her or them, as his, her or their proportion of any sum aforesaid, in such case, the Directors may sue and recover the whole amount of his, her or their deposite note or notes, with costs of suit; and the money thus collected shall remain in the treasury of said Company, subject to the payment of such losses and expenses as have or may thereafter accrue, and the balance, if any remain, shall be returned to the party from whom it was collected, on demand, after thirty days from the term for which insurance was effected.

§ 12. And if it shall ever so happen that the whole amount of deposite notes shall not be sufficient to pay the loss occasioned by any one fire, in such case the sufferers insured by said Company shall receive, towards making good their respective losses, a proportionate dividend of the whole amount of said notes, according to the sums by them respectively insured; and in addition thereto, a sum to be assessed on all the members of said Company, not exceeding forty cents on every one hundred dollars by them respectively insured, and the said members shall never be required to pay for any loss occasioned by fire more than fifty cents on each one hundred dollars insured in said Company, in addition to the amount of his deposite note, nor more than that amount for any such loss after his said note shall have been paid in and expended; but any member, upon payment of the whole of his deposite note, and surrendering his Policy before any subsequent loss or expense has occurred, may be discharged from said Company.

§ 13. Said Company may make insurance for any term not less than one month, nor more than ten years, and for the convenience of shippers, may issue open Policies, as is usual in other insurance companies; and any policy of insurance issued by said Company, signed by the President and countersigned by the Secretary, shall be deemed valid and binding on said Company, in all cases wherein the assured has a title, in fee simple, unencumbered, to the building or buildings insured, and to the land covered by the same; but if the assured have a lease estate thereon, or if the premises be encumbered, the policy shall be void, unless the true title of the assured and the encumbrances be expressed thereon.

§ 14. The Directors shall settle and pay all losses within three months after they shall have been notified as aforesaid, unless they shall judge it proper within that time to rebuild the house or houses destroyed, or repair the damages sustained, which they are empowered to do in convenient time: *Provided,* they do not lay out and expend, in such building or repairs, more than the sum insured on the premises; but no allowance is to made, in estimating damages, in any case, for gilding, historical or landscape painting, stucco or carved work, nor are the same to be replaced if destroyed by fire.

§ 15. When any house or other building shall be alienated by sale or otherwise, the policy thereon shall be void, and be surrendered to the Directors of said Company, to be cancelled; and upon such surrender the assured shall be entitled to receive his, her or their deposite note, upon the payment of his, her or their proportion of all losses and expenses that have occurred prior to such surrender: *Provided, however,* that the grantee or alienee having the policy assigned to him, may have the same ratified and confirmed to him, her or them, for his, her or their proper use and benefit, upon application to the Directors, and with their consent, within thirty days next after such alienation, on giving proper security to the satisfaction of the said Directors for such proposition [proportion] of the deposite or premium note, as shall remain unpaid; and by such ratification or confirmation, the party causing the same shall be entitled to all the rights and privileges, and subject to all the liabilities to which the original insured was entitled and subjected under this act.

§ 16. If any alteration shall be made in any house or building by the proprietor thereof, after insurance has been made thereon with said Company, whereby it may be exposed to greater risk or hazard from fire than it was at the time it was insured, then, and in every such case, the insurance made upon such house or building shall be void, unless an additional premium and deposite after such alteration, be settled with and paid to the Directors; but no alteration or repair in buildings not increasing such risk or hazard shall, in any wise, affect the insurance previously made thereon.

§ 17. In case any building or buildings situated on leased lands, and insured by said Company, be destroyed by fire, and the owner or owners thereof shall prefer to receive the amount of said loss in money, in such case the Directors may retain the amount of the premium note given for the insurance thereof, until the time for which insurance was made shall have expired; at the expiration thereof, the assured shallhave a right to demand and receive such part of such retained sum or sums as has not been expended in losses and assessments.

§ 18. If insurance on any house or building shall be and subsist in said Company, and in any other office, or from and by any other person or persons, at the same time, the insurance made in and by said Company shall he deemed and become void, unless such double insurance subsists by and with the consent of the Directors, signified by endorsement on the back of the policy, signed by the President and Secretary.

§ 19. The Company hereby created shall not be concerned in trade or other business, except the insurance of property against loss or damage by fire or otherwise, as specified; nor shall said Company, by any possible construction of the powers granted in this act, exercise any banking privileges whatever; but this act shall be deemed and taken to be a public act, and shall be liberally construed to effect the ends and purposes hereby intended and contemplated.

§ 20. The directors of said Company shall not make more than one assessment for losses in any one year; and in order that such assessment may be made payable at the annual meeting of the Company, the Directots are authorized, in case of any loss or damage by fire, to borrow such sum or sums of money as may be required to pay such loss or damage; and in making the annual assessment, the interest accruing on money borrowed, and also all neccessary incidental expenses, shall be included in such assessment.

§ 21. Each and every member of said Company, shall be entitled to and allowed an examination of the books, papers, and general transactions of said Company, upon application therefor to the Secretary.

§ 22. It shall be the duty of the Directors, to make an annual report of the condition progress and affairs of said Company, a copy of which report shall be furnished to the General Assembly.

§ 23. The individuals named in the first section of this act, shall be, and they are hereby constituted a Board of Directors for said Company, to serve as such until the first annual election of Directors therein provided for. They shall have power if they think fit, to make up their number to fifteen, as allowed in the third section in this act, from among the number of said company, and all the vacancies which may occur in said Board, by death, resignation, removal, or refusal to serve, may be filled by the remaining members of said Board; and a majority of their number, at any time, shall constitute a quorum for the transaction of business. They may call the first meeting of the members of said company, at any suitable time and place in the city of St. Louis, aforesaid, by advertising in at least two of the newspapers printed in said city, giving at least ten days notice of the place, time, and design of said meeting. They may make and establish by-laws for the government of said Company, until the first annual meeting thereof, and may transact any business necessary and proper to carry into effect the provisions and intentions of this act: *Provided, however,* that no policy shall be issued by said Company, until his Excellency, the Governor of the State, shall have made proclamation, that application had been made for insurance in said Company, on fifty thousand dollars at least, of which notice shall be given by the Directors.

§ 24. Any future Legislature of this State shall have full power to repeal this charter, whenever it shall be deemed expedient.

This act to take effect from its passage.

C. F. JACKSON,
Speaker of the House of Representatives.

OWEN RAWLINS, *President of the Senate, pro tem.*

Approved March 28th, 1845. JOHN C. EDWARDS.

OFFICE OF SECRETARY OF STATE, *City of Jefferson.*

I, JAMES L. MINOR, Secretary of State of the State of Missouri, do hereby certify that the foregoing is truly copied from the original roll on file in this office, of an act of the General Assembly of the State of Missouri, entitled "*An act to incorporate the Home Mutual Fire and Marine Insurance Company of St. Louis.*"

{L. S.} Witness my hand seal of said office. Done at the city of Jefferson, this 20th day of March, A. D., 1845.

JAMES L. MINOR, *Secretary of State.*

AMENDMENT—Approved February 13, 1847.

An Act to amend an act entitled "An Act to incorporate the Home Mutual Fire and Marine Insurance Company of St. Louis.

Be it enacted by the General Assembly of the State of Missouri:

§ 1. That in all suits by or against said Company, any member of said Company shall be a competent witness, except in suits in which he or she shall be directly a party; provided that such person shall not be otherwise disqualified.

§ 2. The records of said Company, or copies thereof duly authenticated by the signature of the President and Secretary shall be competent evidence in any suit in which said Company may be a party.

§ 3. In case it shall become necessary to resort to the lien on the property insured, the Treasurer shall demand payment of the insured, or his legal representative, and of the tenant in possession, and in case of non-payment, said Company may sustain an action on the deposite note, and their execution may be levied on the insured premises; and the officer making the levy may sell the whole or any part of the estate at auction, giving notice and proceeding in the same manner as is required in sales under executions, or may proceed in equity, at the option of the Company, and the affidavit of the person demanding payment of any assessment, naming the day and manner of making such demand, shall be sufficient evidence in all courts of law and equity, of such demand having been duly demanded.

§ 4. That if any person or persons who are or shall become members of said Company by effecting insurance therein, their heirs, executors, administrators or assigns shall neglect or refuse the payment of any assessment or assessments duly ordered by the Directors of said Company, for the term of thirty days after the same shall have become payable, agreeable to public notice by the Treasurer, the party so in default shall be excluded and debarred, and shall lose all benefit and advantage of his, her, or their insurance or insurances, respectively for and during the term of such default, or non-payment, and notwithstanding shall be liable and obliged to pay all assessments that shall be made during the continuance of his, her or their policies of insurance, pursuant to the provisions of the act to which this is an amendment.

§ 5. That the lien granted to the "Home Mutual Fire and Marine Insurance Company of St. Louis," in the ninth section of their act of incorporation shall continue in force until all assessments made for losses and expenses shall be fully paid.

§ 6. That in all cases where real or personal property insured by said Company shall become alienated by sale, by change in partnership, or ownership, or otherwise, the policies issued thereon shall be void, and shall be surrendered to said Company to be cancelled, and said Company shall not be liable for any loss and damage which may happen to any property after such alienation as aforesaid, unless the policies issued thereon shall have been duly assigned or confirmed by consent of the Directors, to the actual owner or owners thereof, previous to such loss and damage; and no policy issued by said Company shall be deemed to have been duly assigned or confirmed, unless the consent of the Directors to such assignment or confirmation is certified on such policy by the Secretary of said Company.

§ 7. That so much of the act to which this is an amendment, as is inconsistent with this act, be and the same is hereby repealed.

§ 8. This act shall not affect the rights of any person or persons who have become members of said Company before the passage of this act, unless such persons assent to the provisions of the same by themselves or proxies, at the next annual meeting of said Company, or signify their assent in writing, directed to the Board of Directors.

§ 9. The Legislature reserves the power to amend, alter or repeal this charter, for any violation of the same, or whenever it becomes prejudical (injurious) to individual rights, and the said corporation shall always conform to laws regulating the rates of interest in this State for the time being.

This act to take effect and be in force after its passage.

Approved February 13, 1847.

STATE OF MISSOURI.
OFFICE OF SECRETARY OF STATE.

I, FALKLAND H. MARTIN, Secretary of State of the State of Missouri, do certify that the foregoing act of the General Assembly of the State of Missouri, entitled "An act to amend an act to incorporate the Home Mutual Fire and Marine Insurance Company of St. Louis," is a true copy of the original roll on file at this office.

{L. S.} *In testimony whereof,* I have hereunto set my hand, and affixed the seal of said office. Done at the City of Jefferson, this sixteenth day of February, A. D. eighteen hundred and forty-seven.

FALKLAND H. MARTIN, *Secretary of State.*

An Act to Amend "An Act to incorporate the Home Mutual Fire and Marine Insurance Company of St. Louis."

Be it enacted by the General Assembly of the State of Missouri, as follows:

§ 1. In every county in which property to the amount of twenty-five thousand dollars is insured by said Company, there shall be a county director, and any two adjoining counties in which property to the amount of twenty-five thousand dollars is insured, may be associated together so as to form a district, and shall be entitled to select a district director.

§ 2. The members of the Company in such county or district shall, on the first Monday in April in each year, meet at the county seat, or at some other suitable place, and elect a county or district director. The person receiving a majority of the votes shall be county or district director, and shall hold his office for one year, and until his successor shall be qualified. He shall receive a certificate of his election, signed by all the members of the Company, in such county or district, who desire him to act as such director. If no election be held at the time appointed, such county or district director may be appointed by a written power, signed by a majority of the members of the Company in such county or district

§ 3. The county or district directors shall attend the annual meetings of said Company, and may attend any other meetings thereof, and in all elections of directors, and in the decision of all other questions that may be brought before said Company, he shall cast the votes of all the members in his district or county, who are not present, and who are not otherwise specially represented. If any county or district director cannot attend the annual or other meeting of the Company, he may authorize some other person, by a written power, to act in such meetings as he himself would do if he were present.

§ 4. The county and district directors shall act as local agents of said company in their respective districts and counties, and shall have a superintending control over the affairs of the Company; they shall hear evidence, collect information, and adjust losses that may happen in their respective districts, and transmit a correct account and statement of their proceedings to the office of the company at St. Louis, which shall be received as evidence of the truth of the statements therein made.

§ 5. The fifth section of an act to which this is amendatory, and which was approved on the 28th of March, in the year 1845 is hereby repealed; and the twenty-second section of said act is so modified as to require the Directors to make an annual report to the Company, and a biennial report to the General Assembly.

§ 6. Powers to vote by proxy in said Company shall be in writing, shall state the name of the person authorised to cast the votes, and shall be signed by the member or members from whom the powers are received, and they shall not be required to acknowledge the same before a public officer. If such powers be given to a county or district director, he shall judge of the genuineness of the signatures thereto, and shall cast the votes of the person for whom he acts.

§ 7. The President of said Company shall have power to approve and confirm or reject any assignment of any policy issued by the Company, and every such approval shall be in writing.

§ 8. Every person who shall have property insured in said Company to the amount of five hundred dollars, or less, shall be entitled to one vote in the election of directors, and in the decision of all other questions in said Company, and to another vote for every additional five hundred dollars worth of property he may have insured therein.

§ 9. The Board of Directors of said Company shall, by their by-laws, provide for the mode of proceeding of the county and district directors, the manner of forming districts and conducting elections, and making returns, and shall furnish such county and district directors with proper forms and directions, so as to secure uniformity and accuracy in their proceedings.

This act to take effect from its passage.

A. M. ROBINSON,
Speaker of the House of Representatives.

T. L. PRICE, *President of the Senate.*

Approved February 13th, 1849. AUSTIN A. KING.

STATE OF MISSOURI,
OFFICE OF SECRETARY OF STATE.

I, FALKLAND H. MARTIN, Secretary of State of the State of Missouri, do certify that the foregoing act of the General Assembly of the State of Missouri, entitled "An act to amend an act to incorporate the Home Mutual Fire and Marine Insurance Company of St. Louis," is a true copy of the original roll on file in this office.

{L. S.} *In testimony whereof,* I have hereunto set my hand and affixed the seal of said office. Done at the City of Jefferson, this fifteenth day of February, A. D., eighteen hundred and forty-nine.

FALKLAND H. MARTIN, *Secretary of State.*

CONDITIONS OF INSURANCE.

In estimating damages for furniture injured or destroyed, no allowance is made for musical instruments of any kind, nor for family paintings, nor for articles of plate or plated ware. Nor is any allowance to be made for books, maps, or pictures of any kind, *unless specially mentioned in this Policy.*

This Company shall not be liable for any loss by theft, or any loss or damage by fire, which may happen or occur by means of *any invasion, insurrection, riot, mob, civil commotion,* or of any *military or usurped power.*

This Company shall not be liable or responsible for any loss or damage, when the insured has more *gunpowder* in store than is allowed by the Eleventh Section of the By-Laws, whether the loss is occasioned by the gunpowder or not. Gunpowder is not insurable; nor is this Company held responsible for any loss or damage occasioned by it. None of the articles, and trades or establishments, which are prohibited from being insured, either in Sec. 6th of the Charter of this Company, or in the By-Laws annexed hereto, are covered in this Policy. This Policy shall not be assignable, without the consent of the President, and countersigned by the Secretary. In case the insured shall have already any other insurance against loss by fire, on the property hereby insured, not notified to this Company, and mentioned in or endorsed upon the Policy, then this insurance shall be void, and of no effect. And if the insured, 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 Policy, or otherwise acknowledged by them in writing, this Policy shall cease to be of effect. And if any subsequent insurance shall be made upon the property hereby insured, which, with the sum or sums already insured, should, in the opinion of the President and Directors of this Company, amount to an over insurance, said Company reserve to themselves the right of cancelling this Policy; and in no case of any other insurance upon said property, whether prior or subsequent to the date of this Policy, the assured shall not, in case of loss or damage, be entitled to demand of this Company any greater portion of loss or damage sustained, than the amount hereby insured shall bear to the whole amount insured on said property. And in case the building, or buildings hereby insured, shall, at any time after, 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, or extra hazardous, other than stated in the Application, or for the purpose of storing, or to keep for sale therein, any articles, goods or merchandise hazardous, or extra hazardous, unless herein otherwise specially provided for, or hereafter agreed to by this Company, in writing, and added to or endorsed upon this Policy—then and thenceforth so long as the same shall be used, appropriated, applied or occupied, these presents shall cease to be of effect.

If during the insurance, the risk is increased by the erection of buildings, or by the use and occupation of neighboring premises, or otherwise, or if, for any other cause, the Directors shall elect, it shall be optional with them to terminate this Policy, after notice given to the assured, or representatives, of their intention to do so. But in every case of termination of insurance, the assured shall be bound to pay his or her proportion of assesments up to the day of actual cancellation of the Policy on the books of said Company.

In case of loss or damage by fire, the insured shall, as soon after as possible, deliver in a particular account of the loss or damage, signed with his own hand, or his legal representative, and verified by oath or affirmation, and such witnesses as he may have, shall be named in the account of loss; and the insured shall also, if required, submit to an examination, under oath, by the agent or attorney of the Company, and answer all questions touching or relating to the loss or damage, and submit all his books and accounts for examination if required; and in case of fraud or false swearing, the insured shall forfeit all claim under this Policy. When 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 quality, and shall cause a list or inventory of the whole to be made, naming quality and cost of each kind. The damage shall then be ascertained, by the examination and appraisal of each article by disinterested appraisers, mutually agreeed upon—one-half the expense to be paid by the insurer. The agents of either party are authorized to act in this matter. And it is further agreed, that no change of the building or buildings herein insured, or in which property is insured by this Company, shall be made by repairs, additions, or otherwise, without the consent or approval of the President of this Company, in writing, before making such change. Any breach or violation of this provision shall render this Policy of no effect during such change, and until such change shall be approved by the President or Directors. Insurance is in no case made on more than *two-thirds* of the value of any building, nor mor than *one-half* of the value of furniture, or *one-half* of the average amount of stock in trade; and in case of total loss the Company is not liable to pay more than *two-thirds* of the actual value of the building at the time of its loss, nor more than *one-half* of the value of personal property. Partial losses are paid in full, not exceeding the amount insured, provided that the insured has on hand the lowest amount stated in the Application. This Policy is made and accepted with reference to the Application for insurance, which forms a part thereof.

☞The foregoing Conditions of Insurance were approved by the members of the Company at the Annual Meeting held May 6th, 1851.

THOMAS L. SALISBURY, *Secretary.*

BY-LAWS.

OF THE

HOME MUTUAL FIRE AND MARINE INSURANCE COMPANY OF SAINT LOUIS.

ARTICLE I.

SECTION 1.—The annual meeting of the Company shall be holden on the first Tuesday in May of each year, at such place in St. Louis, in the county of St. Louis, as the Directors for the time may order, and shall be notified by advertisement signed by the Secretary, and published twice at least in two or more of the newspapers printed in St. Louis, Missouri, the second publication of which shall not be less than ten days before the time of holding said meeting.

SEC. 2.—At every meeting of the Company, the President, if present, shall preside; and in his absence, the Secretary or Treasurer shall call the meeting to order, and preside until a Chairman be chosen. The election of Directors shall be by ballot—each member having one vote for every five hundred dollars he, she or they may have insured in said Company; and absent members voting by proxy must authorize such proxy or proxies, in writing, signed by the person represented, a form of which is herewith annexed, which shall be filed with the Secretary: *Provided*, that neither the President, Secretary, Treasurer, or Directors of this Company shall be allowed to vote proxies at any election for Directors. All other questions may be determined by voting in such way as the majority of voters present may deem proper.

To the Home Mutual Fire and Marine Insurance Company of St. Louis:

—— hereby authorize and empower ——— to vote for ———, and in —— name for Directors, and upon all other questions which may arise at the annual meeting of the "Home Mutual Fire and Marine Insurance Company of St. Louis," to be holden in St. Louis, May —— 18

ARTICLE II.

SEC. 1.—The President shall attend as often as it becomes necessary at the Office of the Company; he shall examine alone or jointly with any Director, all applications for insurance; shall fix the sum or sums to be taken on each, and the rates of insurance, and shall approve the same by endorsement upon the back of the application. The President shall sign all checks and orders for the payment of money, and the same shall be countersigned by the Secretary. He shall have the general supervision of the affairs of the Company, and shall see that the funds and other property belonging thereto, be safely kept. The Secretary shall exhibit to the Directors at each monthly meeting, a statement of the monthly business and condition of the Company. In the event of the temporary absence or indisposition of the President, the examination and approval of applications for insurance may be made by two Directors whom the Secretary may designate.

SEC. 2.—The Secretary shall keep the books and accounts, countersign Policies and Checks; notify and attend all meetings of the Directors and Company, and perform all other duties that his office requires. He shall be, *ex officio*, a Director, and shall hold his office for one year, and until his successor shall be duly appointed and qualified; and shall be sworn to the faithful discharge of his duties.

ARTICLE III.

SEC. 1.—It is the duty of the Treasurer, immediately after any assessment is ordered, to instruct the Secretary to forward to each individual assessed, a separate notice, stating the amount of his assessment, and the day on which it will become due. The Secretary may forward said notice of assessment through the Post Office, by the hands of Agents, or personal delivery. Notice of assessment shall also be given by the Treasurer and published in one or more of the newspapers printed in St. Louis, three weeks successively, the last publication of which shall not be less than thirty days prior to the time fixed for the payment; and in such other newspaper or newspapers as the Directors may deem necessary or expedient. The Directors may also cause such notice to be published in handbills, posted up at such places as they may direct.

ARTICLE IV.

SEC. 1.—The Company will make insurance for the term of six years, and the amount of the premium note—or sum to be deposited for the insurance of any building or other property—shall be according to the hazard of such building or contents, or the danger to which it may be exposed to loss or injury by fire, taking into consideration the materials of which it is composed, the manner of its construction, the purposes for which it is used, its situation as to other buildings, and other circumstances affecting the risk.

SEC. 2.—Buildings are divided into the following classes, and the amount of the premium note required for their insurance, will be the aggregate amount of the yearly premiums for six years, agreeable to the following rates, to-wit:

First Class.—Houses or stores of stone or brick, with roofs of wood, unconnected with, and not exposed by other buildings, 6 to 9 per cent. of the value at which they are insured.

Second Class.—Like buildings when connected with or exposed to fire from other buildings, from 7½ to 12 per cent.

Third Class.—Houses or stores with brick or stone sides or ends, in which fire-places are constructed, standing alone and not exposed by other buildings, from 7 to 10 per cent.

Fourth Class.—Like buildings connected with or exposed by other buildings, from 9 to 12 per cent.

Fifth Class.—Houses or stores, built wholly of wood, standing alone and not exposed by other buildings, from 7½ to 12 per cent.

Sixth Class.—Like buildings connected with or exposed by other buildings, from 9 to 24 per cent.

Seventh Class.—Buildings of any of the foregoing description, when occupied as taverns or hotels, from one to two per cent. in addition to the foregoing rates.

Eighth Class.—Barns and stables, from 12 to 24 per cent.

Ninth Class.—School houses and meeting houses, from 6 to 15 per cent.

Tenth Class.—On all buildings warmed by stoves, where the pipes pass nearer than four inches of any wood work, an addition of from two to four per cent. higher than the foregoing rates may be charged.

Eleventh Class.—Water mills, packing, slaughtering and lard houses, bakers, blacksmiths, tanners, book binders, books and stationery, apothecaries, china, earthen or glass ware, confectionary and breweries, from 12 to 30 per cent.

Twelfth Class.—Woolen, cotton and grist mills, driven by steam, steam engine manufactories, furnaces, soap and candle factories, carriage makers and joiner's shops, and cabinet makers, from 20 to 50 per cent.

SEC. 3.—Insurance by short Policies will be made at the same rates as before stated, premium to be paid on delivery; and insurance may be extended to other States by the Directors of the Company.

SEC. 4.—Furniture and goods not deemed extra hazardous, will be insured at the same rates with buildings in which they are contained.

SEC. 5.—The following trades and merchandise are deemed extra hazardous. and additional premium will be charged upon the insurance, to-wit: Type foundries, blind and sash makers, rope makers, tanneries with fire leaching and bark mills, foundries, houses building or repairing, livery stables, musical instrument makers and stock, coopers, dyers, grate makers, gun makers, or repairers, hat manufacturers, jewellers' stock, painters' shop, plater and plated ware manufactories, ship chandlers, tallow melters, and chandlers, tobacco manufactories with kilns, toy shop keepers' stock, turners, upholstery manufacturers, wagon and chair makers, white and red lead manufacturers, broom makers, comb makers, and such other trades and merchandise as the Directors may determine.

SEC. 6.—In case of fire, or loss or damage thereby, or of exposure to loss or damage thereby, it shall be the duty of the insured to use their best endeavors for saving and preserving the property; and it is mutually understood that there can be no abandonment to the Company of the property insured.

SEC. 7.—Policies of insurance shall take effect at 12 o'clock noon on the day of approval at the office of the Company, and shall be binding thereafter, provided the premium or the ten per centage on the premium note, has been paid.

SEC. 8.—Ten per cent. of the premium note shall be paid in all cases, and endorsed thereon. One dollar shall be paid to the Secretary for each policy, and fifty cents for every assignment or transfer; and one dollar shall be allowed Agents for each application taken by them, provided the same is approved and the Policy accepted.

SEC. 9.—Insurance shall not be made to a greater amount than ten thousand dollars on any one risk.

SEC. 10.—In all cases where no permanent lien can be created, as on household furniture, merchandise, or other personal property, or in case of deed of trust, the Directors or their duly appointed Agent, may require an indemnity in lieu thereof, by an approved security on the premium notes.

SEC. 11.—In towns or settlements where there are no laws in existence regulating the keeping of gunpowder, members of this Company may keep for sale any quantity not exceeding twenty-five pounds: *Provided*, it be kept in tin or copper canisters, and kept at all times standing in a conspicuous place, easily accessible to any one entering the room.

SEC. 12.—The Conditions of Insurance approved at the annual meeting May 6th, 1851, are hereby continued in force.

SEC. 13.—All By-Laws heretofore adopted by this Company, inconsistent with the foregoing are hereby repealed.

Approved at the Annual Meeting of the members of the Company, May 2, 1854.

THOMAS L. SALISBURY, *Secretary.* I. L. GARRISON, *President.*

HOME MUTUAL FIRE AND MARINE INSURANCE COMPANY,

OF SAINT LOUIS.

CHARTERED MARCH 28, 1845.

No. 939 Policy.

$ 2200 04 Sum Insured.

15 Rate per Cent.

Premium Note, $ 330 00

10 per Cent. Paid, $ 330 00

Policy, &c., $ 4 00

This Policy Witnesseth: *That whereas,* Wm. Wallingford & Newman *have become members of the* **HOME MUTUAL FIRE AND MARINE INSURANCE COMPANY, OF ST. LOUIS,** *and bound and obligated themselves their heirs, executors and administrators, to pay all such sum or sums of money as may be assessed by the Directors thereof, pursuant to the act incorporating said Company; and also, secured to said Company the sum of* Three Hundred and Thirty *Dollars, being the amount of* their *Deposit or Premium, for insuring the sum of* Twenty Two Hundred *Dollars, unto* them their *heirs, executors, administrators and assigns, on the following property, to wit:*

A. 2. Story Brick Store House, situated on Lot No 113 in Block No 12 of the City of Weston Platte County Missouri

Policy issued to Wm Wallingford & Newman in Drug & Grocery line

Reference being had to their Application of even number herewith, filed in the office of the Company, for a more particular description, and as forming a part of this Policy, during the term of six years, commencing at noon on the Twenty Sixth day of January eighteen hundred and fifty-five and ending at noon on the same day of the same month, eighteen hundred and sixty-One

Now, be it Known, That we, the members of said Company, for and in consideration of the premises, do hereby certify that the said Wm Wallingford & Newman are insured in and by said Company, upon the property aforesaid, in the sum of Twenty Two Hundred Dollars. AND WE DO, THEREFORE, PROMISE, according to the provisions of said Act, to pay or satisfy them their heirs, executors, administrators, or assigns, the said sum insured, or such portions as may be payable according to the conditions annexed, within *three months*, next after the property shall be burnt, destroyed or demolished by, or by reason or means of FIRE, and notice thereof given as required by the Act aforesaid, during the time this Policy shall remain in force; unless the Directors shall, within the said three months, determine to rebuild or replace the property destroyed AND WE DO FURTHER PROMISE, that when, and so often as the property aforesaid, or any part thereof, shall happen to be injured by means of FIRE, such damage shall be made good, according to the estimate thereof, or repaired and put in as good condition as the same was before such Fire happened.

PROVIDED, That if it should happen that the whole Stock and Contribution of the said Company should ever be insufficient to pay and satisfy all 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, agreeably to the tenor and true intent of the Act aforesaid.

AND IT IS UNDERSTOOD AND AGREED, That in all cases of insurance upon any building or buildings, situated or erected on leasehold premises, when such building or buildings, by the terms of the lease, shall become, at the expiration thereof, the property of the lessor, or shall be removed from such premises, if any loss or damage shall happen to such building or buildings, so erected or situated, the assignee shall not be entitled to claim, demand, or recover, for any such loss or damage, more than the value of the interest of the assured in such building or buildings, at the time such loss or damage shall have occurred.

IT IS AGREED BY THE ASSURED, That in case there shall be any building erected immediately adjacent or adjoining the above described building, which shall materially increase the risk or hazard of Fire, that notice shall be given the Company immediately, that an examination can be made by the Agent or Agents of the Company, and the rate of insurance increased, or Policy cancelled at the option of either party.

The Charter, Amendment, By-Laws, and Conditions of Insurance annexed, form a part of this Policy.

In Witness Whereof, *The President of said Company has signed this Policy, and the Secretary thereof has countersigned the same at Saint Louis, the* Twenty Sixth *day of* January *in the year of our Lord one thousand eight hundred and fifty-*five.

S. L. Garrison **President.**

S. L. Salisbury **Secretary.**

Having conveyed by Deed of Trust the buildings within **INSURED,** and the Land whereon they stand, to _____ hereby assign to _____ the within written Policy, to hold as collateral security for the performance of the conditions of said Deed of Trust.

THE DIRECTORS CONSENT:

_____

_____ *President.*

_____

Dated A. D. 185

ATTEST:

_____ *Secretary.*

Having Sold and Conveyed the _____ within **INSURED,** and the Land whereon they stand, to _____ hereby assign to _____ the within Policy, to hold the same subject to all the liabilities, and entitled to all the rights and privileges to which _____ liable and entitled by virtue thereof.

THE DIRECTORS CONSENT:

_____

_____ *President.*

_____

Dated A. D. 185

ATTEST:

_____ *Secretary.*

No 14

Home Mutual Fire and Marine
INSURANCE COMPANY
OF SAINT LOUIS.

No 9394

Mess. Wallingford & Newman
Weston Mo

Expires January 20th 1861

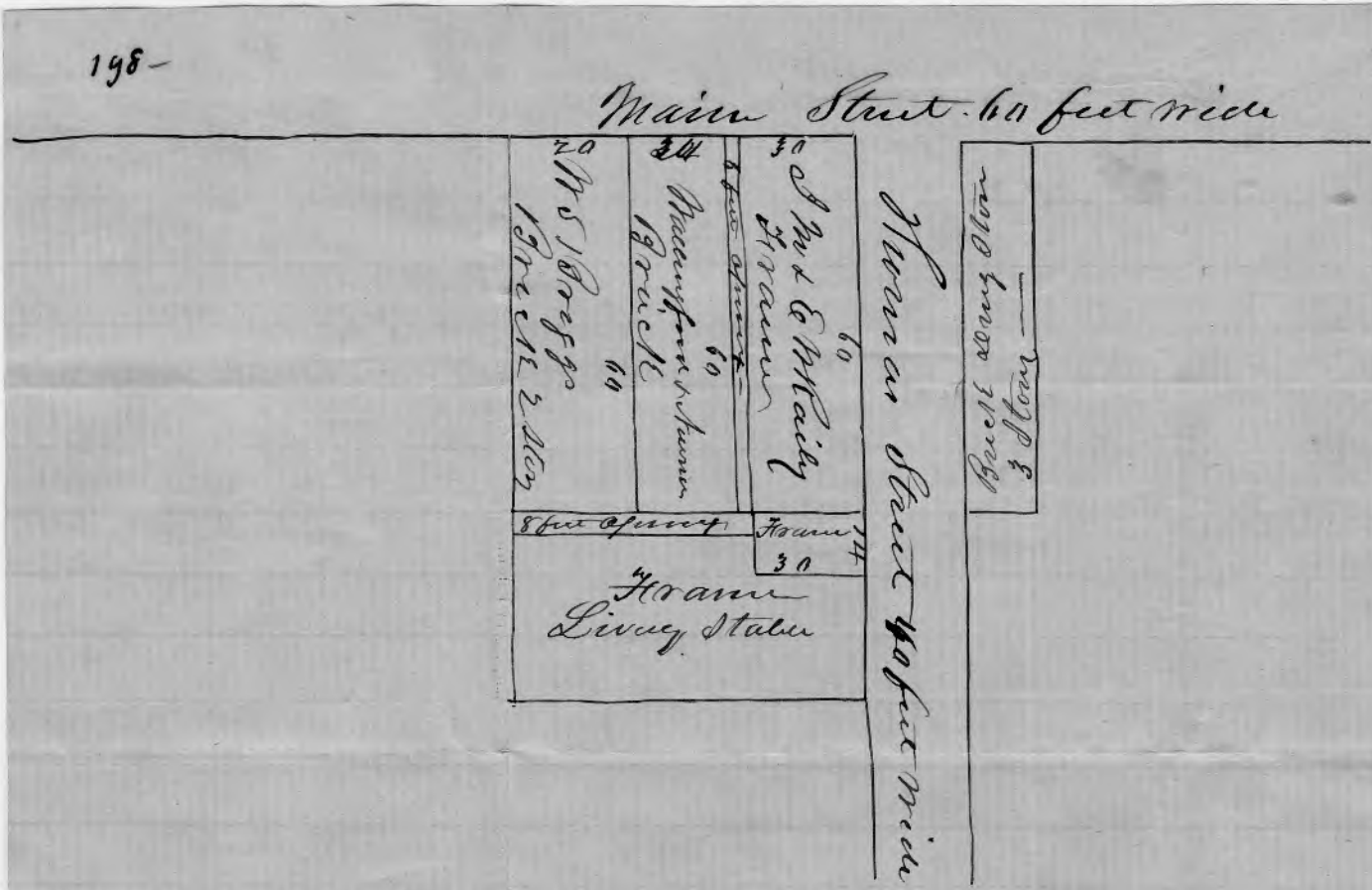
Amount Insured, - - -	$2200,00
Amount Premium Note, - -	330,00
10 *per cent. on same,* -	33,00
for Policy, - - - -	1,00
	$ 34,00

Edition for Record Books—Q and R.

☞ In communicating with this Office, send Number of your Policy. ☜

Charles, Book and Job Printer, 67 Main street, corner of Olive—St. Louis.

198-


Main Street 60 feet wide
Nuevas Street 40 feet wide
Brick Dwg Store
3 Stor
30
60
Frame
30
14
Frame
Livery Stable
8 feet opening
60
Brick
60
Brick 2 Stor
20
60

Basze $6.60
Basze $15.00
Bird 16.40
Courage 1.50

83.62
17.00
100.62
15.00
85.62

PREMIUM NOTE.

TO BE SIGNED IN BLANK.

$334,00

For Value Received, in Policy No. 9394 dated the 20th day of January 1852, issued by the **HOME MUTUAL FIRE AND MARINE INSURANCE COMPANY, OF ST. LOUIS**, Promise to pay said Company, (or their Treasurer for the time being,) the sum of Three hundred and thirty Dollars, in such portions, and at such time or times, as the Directors of said Company may, agreeably to their act of incorporation, require.

Wallingford & Newman

Charles & Hammond, Printers, N. E. corner Main and Olive Streets.

No. 9394

Wallingford & Newman

$336,00

RECEIVED

10 Per Cent, $

Received Assessment No.
Received Assessment No.
Received Assessment No.
Received Assessment No.
Received Assessment No.
Received Assessment No.

This is Exhibit "B" referred to in the deposition of L D Bird
M Burnes et al.

B

Filed Nov. 18, 1857
C. W. Hicks
ak

HOME MUTUAL FIRE AND MARINE INSURANCE COMPANY, OF SAINT LOUIS.

Application of Wallingford & Newman of Weston in the County of Platte for INSURANCE AGAINST FIRE, by the **Home Mutual Fire and Marine Insurance Company, of Saint Louis,** for the sum of twenty five hundred Dollars, viz:

On Store house $ 2500 Valued at, exclusive of Land $ 3500

On Household Furniture therein $ Valued at $

On Barn $ Valued at exclusive of Land $

On Hay and Grain therein $ Valued at $

On Stock in Trade, consisting of Goods, Wares, and Merchandise, usually kept in Stores, $ Varying in amount from $ to $ at no time less than the former sum.

$

Where situated? No. of Lot, Block, Street, &c., or Nos. of the Section and Quarter, Township, Range, &c.	Said building is situated on Lot 113 in block 12 in the City of Weston
Of what materials?	brick
Dimensions of the ground?	23 by 60 feet
No. of stories and rooms in each?	2 story - 2 rooms in each story - with cellar
No. of chimneys, fire places, and stoves? and whether the pipes enter brick chimneys or pass through wooden partitions? If so, how are they secured? and how near to wood work?	3 stoves - pipes enter flues in brick wall well secured
Purposes for which occupied?	Store room - Law office above
Distances and direction from each other, and from other buildings, and occupation of adjacent buildings?	on one side joins 2 story brick stone store - on the other side 6 feet to a one story frame store house - in rear joins a frame stable - no windows in rear - fire would burn roof
Amount insured by this Office on property in the same exposure?	Nothing
Whether water is near?	a good well & cistern within 25 feet
What is the title? and whether incumbered by mortgage or otherwise, and to what amount?	fee simple & no incumbrance
How near the building to be insured, or containing property to be insured, can a building be erected without your consent?	none nearer than at present

And the said Applicant covenants and agrees with said Company, that the foregoing is a correct description of the property requested to be insured, and occupied, so far as regards the risk on the same. The Company will be bound by no statement made to the Agent, not contained in the Application. No lighted lamp or candle is allowed to be carried into a barn or stable, unless protected by a lantern. The ashes, (if any,) to be kept, at all times, in a safe deposit.

In Witness whereof, *The signoture of the undersigned is hereto affixed, this* 23d *day of* Oct A. D. 1854

Wallingford & Newman

No. 9394

$2200

At 15 per Cent.

January 26th, 1855

J. L. Lamison

President.

I have examined the within.

L D Bird Agent.

J. H. Nov. 18, 1857
C. W. Hicks
Clk

NOTICE TO AGENTS.

In making out Applications for Insurance, Agents are *especially* requested to give the relative position of Buildings adjoining, or nearly adjoining; stating the kind of materials in the building; occupation of the same, and the names of the owners and tenants, in order that the President may the more readily ascertain the character of the risk, and know the amount we have at risk in the same exposure. Also, give the No. of block, lot, or quarter section on which said Property to be insured is situated. It is always more satisfactory for Agents to give a diagram on the back of the Application, (but *not* on the Note,) however roughly done—it gives an idea which cannot be conveyed in writing. Agents will confer a *special* favor by attending to this portion of instructions.

Insurance is in no case made on over two-thirds of the value of any building, or one-half of the value of personal property. On stocks of merchandize, the Company insures one-half of the average amount. Say the stock ranges from $4,000 to $6,000, the average would be $5,000, on which we could insure only $2,500.

The general rates of insurance for six year Policies on brick dwelling houses, from 6 to 9 per cent. Brick buildings occupied as stores or warehouses, from 9 to 12 per cent. Frame dwellings from 9 to 12 per cent—occupied as stores or warehouses, from 12 to 15 per cent. Insurance is not made on warehouses where hemp or hay is stored, or on livery stables; cabinet or carpenters' shop, or on mills. We issue short policies from 30 days to one year, like stock companies—premium to be paid on delivery of policy. In answering the question about other insurance, be as specific as possible, as it is material to know the exact amount in the same exposure, and how near situated to the property desired to be insured.

If insurance is desired on personal property, Agents will always have the *Notes endorsed*. On buildings no endorsement is required—as our charter gives a lien.

St. Louis, *January* 1, 1853. T. L. SALISBURY, *Sec'ry.*

C