Boone County Home Mutual Insurance Co.
v.
Singleton, Middleton G. and Singleton, John G.

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Boone County Home Mutual Insurance Co.
v.
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Charter of the Boone County Home Mutual INSURANCE COMPANY.

CHARTERED FEBRUARY 28, 1851.

An Act to Incorporate the Boone County Home Mutual Fire Insurance Co.

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

SECTION 1. That Warren Woodson, Samuel B. Victor, Jennings Withers, R. C. Branham, J. L. Stephens, R. S. Barr, H. H. Ready, J. S. Rollins, S. A. Young, J. L. Matthews, W. B. Duncan, A. Douglass, W. F. Switzler, David M. Hickman, Thomas M. Allen, Ishmael Vanhorn, Henry Keene, W. Y. Hitt, Philip Crow, James H. Parker, John A. Hadwin, Stephen Wilhite, John Parker, Gilpin S. Tuttle, Eli E. Bass, and all other persons residing in the County of Boone, or owning property therein, who may hereafter become members of said Company, in the manner herein prescribed, be and they are hereby incorporated and made a body pilitic for the term of twenty years, from the passage of this act, by the name of the "BOONE COUNTY HOME MUTUAL FIRE INSURANCE COMPANY," for the purposes of insuring their respective dwelling houses, stores, shops and their buildings, household furniture and merchandize, situated and being in said county, 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 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.

SECTION 2. That all and every person residing in said county, or owning property therein, 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 heretofore provided, shall be deemed and taken as members thereof, for and during the term specified in their respective policies and no longer; and shall at all times be controlled and bound by the provisions of this act.

SECTION 3. There shall be a meeting of said Company in Columbia, Boone 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 their trust in their stead. In all vacancies happening in said Board, whether by removing from the county, dying or refusing or neglecting to act for and during the space of three months successively, they 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 service shall respectively expire as follows: the first class in one year, 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 may whenever the owners of one part of the property insured in said Company shall apply to the Directors, setting forth in writing the purpose for which a meeting is called.

SECTION 4. The Board of Directors shall superintend the concerns of said Company, and shall have the management of the funds and property thereof, and all matters and things thereto relating, not otherwise provided 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 take such security for 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 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, stationary and other things needful for the offices of said Company, and for carrying on the affairs of said Company, and may draw upon the Treasury for the payment of all losses which may have happened, and for expenses incurred for transacting the concerns of said Company. They shall elect one of their own number to act as President, and may hold their meetings monthly, and 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. The Directors may extend the Insurance of said Company to any part of the county of Boone, on all the real or personal property within the same, with the exceptions and provisions hereinafter cancted, 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: PROVIDED, that in case of any loss or damage by fire, the valuation of property, at the time of said loss or damage, shall be determined by the award of impartial men, as hereafter provided.

SECTION 6. Books of account, written security or evidence of debt, title deeds, manuscripts or writings of any description, money or bullion, shall not be deemed or 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, varish, 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.

SECTION 7. 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 the losses and expenses accruing during said time, shall be relinquished and given up to the signer thereof.

SECTION 8. Every member of said company shall be, and is hereby 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.

SECTION 9. 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 the Secretary of said company, within thirty days from the time such loss or damage may have happened, and the Directors upon 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 unsatisfied with the determination of the Directors, the question may be submitted to referees, or the said party may bring action against said company, for the said loss or damage, at the next circuit court to be holden in the county of Boone, 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 effect 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.

SECTION 10. 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 portion 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 as 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 hereafter 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 affected.

SECTION 11. 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 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 the payment of the whole amount of his deposite note, and surrendering his policy before any subsequent loss or expense has accrued, may be discharged from said company.

SECTION 12. 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 insured has a title, in fee simple, unincumbered to the building or buildings insured, and to the land covered by the same; but if the assured have a lease or estate thereon, or if the premises be encumbered, the policy shall be void, unless the true title of the assured and the encumbrance be expressed therein.

SECTION 13. The Directors shall settle and pay all losses within three months after they shall have been applied for 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 be made, in estimating damages, in any case, for gilding, historical or landscape painting, statues or carved work, nor are the same to be replaced if destroyed by fire.

SECTION 14. 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 occured 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, or giving proper security to the satisfaction of the said Directors for such proportion of the deposit or premium note as shall remain unpaid; and by such ratification or alienation, 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.

SECTION 15. If any alterations 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 of taking the same, 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 credited with and paid to the Directors; but no alterations or repairs in buildings not increasing such risk or hazard, shall in any wise effect the insurance previously made thereon.

SECTION 16. In case any building or buildings situate 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 shall have a right to demand and receive such part of such retained sum or sums as has not been expended in losses and assessments.

SECTION 17. 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 be 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.

SECTION 18. 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 privilege whatever; but this act shall be deemed and taken to be a public act, and shall be liberally construed to effect the end and purposes hereby intended and contemplated.

SECTION 19. 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 Directors 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 necessary incidental expenses, shall be included in such assessment.

SECTION 20. 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.

SECTION 21. 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 published in some newspaper printed in said county.

SECTION 22. The foregoing act, shall be 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. Seven members 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 county of Boone, by advertising in at least one newspaper printed in said county, giving at least ten days notice of the place, time and design of said meeting. They may make and establish such rules and regulations 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.

SECTION 23. 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.

Approved, February 28th, 1851.

AN ACT amendatory of an act to incorporate the Boone County Home Mutual Fire Insurance Company," approved February 28, 1851.

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

SECTION 1. That the above recited act is hereby so amended, as to authorize said company to extend insurance upon property in any county in the State, in like manner and effect, as it is now authorized to do in the county of Boone.

This act to take effect from its passage. Approved February 8, 1853.

By-Laws and Conditions of Insurance.

BY-LAWS.

ARTICLE I.

SEC. 1. The annual meetings of this Company shall be holden on the first Tuesday in May, in Columbia, Missouri; and shall be notified by advertisement, signed by the Secretary, and published twice, at least, in one newspaper printed in Columbia, Missouri; and 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 to order, and preside until a Chairman be chosen. The election of Directors shall be by ballot, each member having one vote for every three hundred dollars he, she or they may have insured in said Comnapy; and absent members voting by proxy, must authorize such proxy or proxies in writing, signed by the persons represented, a form for which is hereunto 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 Boone County Home Mutual Fire Insurance Company:

—— hereby authorize and empower —— to vote for —— —— in —— name, for Directors, and upon all other questions which may arise at the Annual Meeting of the Boone County Home Mutual Fire Insurance Company, to be holden in Columbia, May ——.

Given under —— hand, this —— day of ——, A. D. 186—.

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 survey endorsement upon the back of the application; and jointly with any two Directors shall adjust and pay all losses sustained by the Company. 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; and he shall exhibit to the Directors, at each monthly meeting, a statement of the affairs of the Company. In the event of the temporary absence or indisposition of the President, the examination and approval of the applications for insurance may be made by any two of the Directors, whom the Secretary may designate.

SEC. 2. The Secretary shall keep the books and accounts, fill up and record all policies of insurance, make orders and checks, notify and attend all meetings of the Directors and Company, and perform all such other duties in the office as the Directors may require. He 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 inform the Secretary to forward to each individual assessed, a separate notice, stating the amount and the assessment, and the day on which it will become due. Notice of assessment shall also be given by the Treasurer, and published in any one or more newspapers printed in Columbia, 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 newspapers as the Directors may direct, necessary or expedient. The Directors may also cause such notice to be published in hand bills, 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 paid for the insurance of any building, shall be according to the hazard of such building, 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 all other circumstances affecting its 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, agreeably to the rates following, viz:—

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

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

Third Class.—Houses or stores, with brick or stone sides or ends, in which the hearths are constructed, standing alone, and not exposed by other buildings, from five to eight per cent.

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

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

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

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

Eighth Class.—Barns and stables, from four to twelve per cent.

Ninth Class.—School houses and meeting houses, from six to fifteen per cent.

Tenth Class.—On all buildings warmed by stoves, where the pipes pass nearer that four inches of any wood work, an addition or 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, tanneries, book-binders, books and stationery, apothecaries, china, earthen ware, and confectionery, from twelve to thirty per cent.

Twelfth Class.—Woolen, cotton and grist mills, driven by steam, steam engine manufactories, furnaces and soap and candle factories, carriage makers and joiners' shops, and cabinet makers, from 15 to 50 per cent.

Thirteenth Class.—Steamsaw mills, from 50 to 150 per cent.

SEC. 3. Furniture and goods, not deemed hazardous, will be insured at the same rates with buildings in which they are contained.

SEC. 4. The following trades and merchandise are deemed hazardous, and additional premium will be charged upon the insurance, to-wit: Type foundries, blind and sash makers, rope and house building or repairing, livery stables, musical instrument makers and stock coopers, dyers, grate makers, gun makers or repairers, hat manufacturers, jewelers' stock, painters' shop, plated and plated-ware manufactories, ship chandlers, tallow melters and chandlers, tobacco manufacturers with kilns, toy shopkeepers' stock, turners, upholstorey 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. 5. 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 subject insured.

SEC. 6. Policies of insurance shall take effect at 12 o'clock, noon, on the day of the approval of the application at the office of the Company, and shall be binding thereafter.

SEC. 7. Ten per cent. of the premium note shall be paid in all cases, and endorsed thereon, at the time of receiving a policy by the assured. One dollar shall be paid to the Secretary for each policy, and fifty cents for every assignment or transfer, except when a new policy shall have been taken out, and record of the same, by the person receiving it; and one dollar shall be allowed to agents for each application taken by them, when the sum on such application shall amount to one thousand dollars or more; fifty cents only shall be allowed on every other application taken by them, to be paid out of the ten per cent. fund.

SEC. 8. Insurance shall not be made to a greater amount than ten thousand dollars on any one risk.

SEC. 9. In case where no permanent lien can be created, as on household furniture, merchandise, or other personal property, or in case of mortgage, the Directors, or their duly appointed agent, may require an indemnity in lieu thereof, by an approved security on the premium notes.

SEC. 10. Whenever required in writing, the assured, or person claiming, shall produce and exhibit his books of accounts and other vouchers, to the Directors, or their duly appointed agent, in support of his claim, and permit extracts and copies thereof to be made.

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 25 lbs.: *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.

Adopted by the Company May 16, 1851.

MOSS PREWITT, *President.*

W. F. SWITZLER, *Secretary.*

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 THE 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 Section 6th of the Charter of this Company, or in the By Laws annexed here o, 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 insured 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 assured or his assigns shall hereafter make anyother 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 case of any other loss or damage upon said property, whether prior or subsequent to the date of the 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 keeping for sale therein any articles of 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 in such case, so long as the same shall be so 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 or occupation of neighboring premises, or otherwise; or if, for any other cause the Directors shall elect, it shall be optional with them to terminate insurance, 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 assessments 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 qualities, and shall cause a list, or inventory of the whole to be made, naming the quality and cost of each kind. The damage shall then be ascertained by the examination and appraisal of such article by disinterested appraisers, mutually agreed upon, one half the expenses 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 the 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 more 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 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.

Box 11 Folder 19 Boone County Home Mutual Insurance Co. v. Singleton, Middleton G. and Singleton, John G. From Box 28le Folder 2

Having Mortgaged the Buildings Within Insured, and the Land Whereon they *stand, to* ..... *I* HEREBY ASSIGN *to* ..... *the within Policy, to hold as collateral security for the performance of the condition of said Mortgage.*

Dated this ..... *day of* 186

ATTEST.

..... PRESIDENT.

..... *Secretary.*

Having Sold and Conveyed ***the Buildings within Insured and the Land whereon they stand,*** *to* ..... *I 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.*

Dated ..... *day of* 186

ATTEST.

..... PRESIDENT.

..... *Secretary.*

Boone County Home Mutual

INSURANCE COMPANY.

No. 677

M. G. Singleton

Expires Mar 20 *A. D.* 1873

Insured on $3000.00

In communicating with this office send the number of your Policy.

Printed by WM. F. SWITZLER—Statesman Office.

Home Mutual Fire Insurance Company,

OF BOONE COUNTY.

CHARTERED FEBRUARY 28, 1851.

Number of Policy	677	Premium Note,	$360.00
Sum Insured,	$3000.00	Ten per Cent. Paid,	$36.00
Rate per Centum,	$ 12	Policy, &c.	$ 1.00

This Policy Witnesseth, *That Whereas* M. G. Singleton & Co. *has become a member of the* Boone County Home Mutual Fire Insurance Company, *and bound and obligated himself, his 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 & Sixty *Dollars, being the amount of his Deposit or Premium for insuring the sum of* Three Thousand *Dollars, unto him, his heirs, executors, administrators and assigns, on the following property, to wit:*

On Stock of trade, Consisting of Goods wares and merchandize usually Kept in Any goods Stores. Situated in a Store House on Lot No in the Town of Centralia Boone County Mo. in a house formerly occupied by a J. A. Provine & Co.

It being fully understood that a failure to pay any assessment made on the assured's premium note shall suspend this Policy and Insurance until such assessment shall be paid. Reference being had to his 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 20th *day of* March *eighteen hundred and sixty-*Seven *and ending at noon on the same day of the same month, eighteen hundred and seventy-*three.

Now be it Known, *That we, the members of said Company, for and in consideration of the premises, do hereby certify that the said* M. G. Singleton & Co. *is insured in and by said Company, upon the property aforesaid, in the sum of* Three Thousand *Dollars. And we do therefore promise, according to the provisions of said Act, to pay or satisfy him, his 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 said 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 so 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.*

The Charter, By-Laws and Conditions of Insurance annexed, form a part of this Policy. This Policy is issued with a Knowledge & approval of previous policy No 185 of Guaranty Ins Co of St. Louis for three thousand dollars.

(Here duly Stamped)

In Witness Whereof, *The President of said Company has signed this Policy, and the Secretary thereof has countersigned the same, at Columbia, Mo., the* 20th *of* March *in the year of our Lord, one thousand eight hundred and sixty-*Seven

C. L. Bodd *Secretary.* J. B. Douglass *President.*