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6-20-1870

Insurance Receipt, John B. Cornell, June 20, 1870

John B. Cornell

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No. 3172

BY THIS POLICY OF INSURANCE,

\$ 1000

HOME INSURANCE COMPANY

OF COLUMBUS, OHIO.



In Consideration of Fifteen Dollars,

Do INSURE John B. Cornell against Loss or Damage by FIRE and LIGHTNING, to the amount of One Thousand Dollars, as follows:

\$800. - Eight Hundred Dollars on his, one & a half story, frame, shingle roof dwelling house, with one story shed addition attached, occupied by the assured and situated on Lot 5, Range 17, Sp. 2, Franklin Co., Ohio;

\$200. - Two Hundred Dollars on his Household Furniture contained therein.

Application and Survey No. 3172

on file in the Company's Office, is made a part hereof, and a warranty on the part of assured.

And the said Company hereby agrees to make good unto the said assured, John B. Cornell, executors, administrators or assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, by FIRE or LIGHTNING, to the property so specified, from the 15th day of June at twelve o'clock at noon, to the 15th day of June one thousand eight hundred and 1870 at twelve o'clock at noon; in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises. And it is hereby understood and agreed, by and between this Company and the assured, that this Policy is made and accepted agreeably to the following stipulations and conditions.

1. If an application, survey, plan or description of the property, herein insured is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over valuation, or any misrepresentation whatever, either in a written application or otherwise; increase the risk, or become vacant or unoccupied, and so remain more than thirty days without notice to, and consent of, this Company in writing, or if the above mentioned premises shall be occupied or used so as to increase the risk, or if the property be sold or transferred, or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement indorsed on this Policy; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep gunpowder, fire-works, nitro-glycerine, phosphorus, saltpetre, nitrate of soda, coal oil, naphtha, gasoline, benzene, benzole or benzine varnish, or keep or use camphene, spirit gas, or any burning fluid or chemical oils, without written permission on this Policy, then, and in every such case, this Policy shall be void. Permission is hereby given assured to use coal oil for light, provided all lamps are trimmed and filled by daylight.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments, (piano-fortes in dwellings excepted,) ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power; nor for any loss caused by the explosion of gunpowder, or any explosive substance; nor by explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion. When property insured by this Company is damaged by removal from a building in which it is exposed to loss by fire, said damage shall be borne by the insured and the insurers, in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form shall be made by the complainant.

3. If a building shall fall, except as the result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.

4. If the interest of the assured in the property be any other than the entire, unconditional and sole ownership of the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to the Company, and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage, must be separately and specifically insured.

5. If, during this insurance, the above mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any class of articles, other than those named; or if the occupation of such premises be changed except as herein specially agreed to in writing upon this Policy, then and from thenceforth, so long as the same shall be so appropriated, applied or used, this Policy shall cease, and be of no force or effect.

6. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured.

7. The use of general terms, or anything less than a distinct, specified agreement, clearly expressed and endorsed on this Policy, shall not be constituted as a waiver of any printed or written condition or restriction therein.

8. In case of any other insurance on the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum here- by insured bears to the whole amount insured thereon; and it is hereby declared and agreed, that in case of the assured holding any other Policy in this or any other Company on the property insured, subject to the conditions of average, this policy shall be subject to average in like manner.

9. Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured company.

10. This insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated at any time at the option of the Company, on giving notice to that effect, and refunding a ratable proportion of the premium for the unexpired term of the Policy.

11. Persons sustaining loss or damage by fire, shall forthwith give notice of said loss to the Company, and, as soon thereafter as possible, render a particular account of such loss, signed and sworn to by them, stating whether any and what other property insured by the Company, or the several parts thereof, were used at the time of the loss, when and how the fire originated, and shall also produce a certificate under the hand and seal of a Magistrate or Notary Public (nearest the place of the fire, not concerned in the loss on the property insured to the amount which such Magistrate or Notary Public shall certify. The assured shall, if required, submit to an examination or examinations under oath by any person appointed by the Company, and shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination to any person or persons named by the Company.

When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made, and furnished to the Company, of the whole, naming the quantity, quality, and cost of each article. The amount of sound value and of damage shall then be ascertained by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the assured or sufferers,) to be mutually appointed by the assured and the Company; their report, in writing, to be made under oath before any Magistrate or other properly commissioned person; one-half of the appraisers' fees to be paid by the assured. The Company reserves the right to take the whole or any part of the articles at their appraised value; and until such proofs, declarations and certificates are produced, and examinations and appraisals permitted by the claimant, the loss shall not be payable.

In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire and sole ownership, the names of the respective owners shall be set forth, together with their respective interests therein. If this Policy is made payable, in case of loss, to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured, unless there has been an actual sale of the property insured. All fraud or attempt at fraud by false swearing or otherwise, shall cause a forfeiture of all claim on this Company under this Policy.

But provided, in case differences shall arise touching any loss or damage, but shall not decide the liability of the Company under this Policy; and provided further, that it shall be optional with the Company to repair, rebuild or replace the property lost or damaged, with other of the like kind and quantity within a reasonable time, giving notice of their intention so to do within thirty days after receipt of the proofs herein required; and in case this Company elect to rebuild, the assured shall, if required, furnish plan and specifications of the buildings destroyed.

The cash value of property destroyed or damaged by fire shall in no case exceed what would be the cost to the assured, at the time of the fire, of replacing the same; and in case of the depreciation of such property, from use or otherwise, a suitable deduction from the cash cost of replacing shall be made, to ascertain the actual cash value.

10. This insurance, the risk not being changed, may be continued for such further time as shall be agreed on, provided the premium therefor is paid and indorsed on this Policy, or a receipt given for the same, and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing; but in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Company by the assured at the time of renewal, this Policy and renewal shall be void.

11. It is a part of this contract that any person, other than the assured, who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the assured named in this Policy, and not of this Company under any circumstances whatever, or in any transaction relating to this insurance.

12. It is further more hereby expressly provided and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained, fixing the amount of such claim in the manner above provided, nor unless such suit or action shall be commenced within twelve months next after the loss shall occur; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

Gas.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this Policy, unless separately and specifically mentioned.

Fences and other Yard Fixtures, also Store Furniture and Fixtures, are not insured under the within Policy, unless separately and specifically mentioned.

Builders' Risk.—The working of carpenters, roofers, tin-smiths, gas-fitters, plumbers or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such work be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

In Witness Whereof, THE HOME INSURANCE COMPANY have caused these PRESENTS to be signed by their PRESIDENT, attested by their SECRETARY, and countersigned by their RECORDER; and the Seal of the Company hereto affixed, at the office of the Company in the City of Columbus and State of Ohio, on this 15th day of June, 1870.

W. M. Baker, Sec'y.

Henry Miller Pres't.



Countersigned by Chas. H. Wetmore Recorder.