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3-17-1851

### Insurance Receipt, Angeline Cornell, March 17, 1851

Angeline Cornell

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Policy No. 9770

WESTERN RESERVE FARMERS'

INSURANCE COMPANY.

PAINSVILLE, O.

TO

Angelina C. Cornell

✓  
Ms.  
Angelina C. Cornell  
Painville  
Franklin Co  
Ohio



Property Ins. Policy  
1851-1856  
Horn & Barne

No. 970

# POLICY.

## THIS POLICY WITNESSETH:

That Whereas, *Angelina C. Cornell* of *Blendon* in the County of *Franklin* and State of *Ohio* has become member of the **Western Reserve Farmer's Insurance Company**, and secured by *her* promissory note to said Company, the sum of *Ten Four hundred* Dollars, being the amount of the deposit, or premium for insuring the sum of *Four hundred* Dollars, to *her* heirs, executors, administrators and assigns, on the following property, to wit:

- Dwelling House and Wood House, *Three hundred Dollars*
- Household Furniture and Clothing therein,
- Provisions and Produce therein,
- Barn and shed, No. *One hundred Dollars*
- Produce therein,
- Barn and Shed, No.
- Produce therein.
- Carriages, Harness, Tools, &c.,
- Live Stock.

reference being had to *her* application bearing date herewith, filed with the Secretary of said Company, for a more particular description, and as forming a part of this Policy, during the term of **FIVE YEARS**, commencing at noon on the *Seventeenth* day of *March* one thousand eight hundred and *fifty one* and ending at noon on the *Seventeenth* day of *March* in the year one thousand eight hundred and *fifty six*

**Now be it Known**, That we, the members of said Company, for and in consideration of the premises, do hereby certify, that the said *Angelina C. Cornell* has become, and by these presents is insured in and by said Company upon the property described as aforesaid, in the sum of *Four hundred* Dollars. And we do therefore promise, according to the provisions of the Act incorporating said Company, to settle and pay unto said insured, *his* heirs, executors, administrators or assigns, all loss or damage, not exceeding in the whole the said sum last above named, which shall or may happen to the aforesaid property, by means of **FIRE**, during the time this Policy shall remain in force. The said losses and damage to be estimated according to the true and actual value of the Property, at the time the same shall happen, and to be paid within three months after notice is duly given by the insured, according to the provisions of said Act.

**Provided**, That if it should so happen that the whole stock and contribution of said Company should ever be insufficient to pay and satisfy all the losses sustained by the members of said Company, in such case a just average shall be made and the payment to be demanded by 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. **PROVIDED FURTHER**, that in case the assured shall have already made any other Insurance against loss by **FIRE** on the same property herein Insured, not notified to this corporation, or in case the assured, or the assigns of the assured, shall hereafter make any other insurance on the same property and shall not with all reasonable diligence, give notice thereof to this Company, and have the same endorsed on this instrument, or otherwise acknowledged and approved by them in writing, this Policy shall cease and be of no further effect. **PROVIDED FURTHER**, That this Company shall not be liable to make good any loss or damage by **FIRE** which may happen or take place by means of any invasion, insurrection, riot or civil commotion, or of any military or usurped power; and that in case of loss, all questions of difference between the insured and the Directors, shall be submitted to three disinterested judicious persons, of the county where the loss shall occur, to be mutually selected by the Directors and the insured. **AND IT IS NOWEVER DECLARED**, That this insurance is not intended to apply to or cover any written securities, deeds or other evidences of title to lands, nor to bonds, bills, notes, books of account, or other evidences of debt, nor to money or bullion: and that in estimating damages for furniture injured or destroyed, no allowance is made for jewels, plate, plated ware, medals, pictures, family paintings, sculpture, or musical instruments, unless particularly mentioned in this Policy. **AND IT IS FURTHER DECLARED**, That the interest of the assured in this Policy is not assignable without the consent of the said Company in writing, and that this Policy is made and accepted in reference to said application, and the conditions, proposal and provisions of the by-laws, hereunto annexed, which are to be used and resorted to in order to explain the rights and obligations of the parties hereto in all cases not herein specially provided for.

**In Witness whereof**, The President of said Company has signed this Policy, and the Secretary thereof has countersigned the same, at Painsville, in the County of *Lake*, and State of *Ohio*, the *Seventeenth* day of *March* in the year one thousand eight hundred and *fifty one*

*Paul P. Purkins* Secretary  
*Poley P. Sanford* President

Policy No. 970

WESTERN RESERVE FARMERS'  
**INSURANCE COMPANY.**  
 PAINSVILLE, O.

TO  
*Angelina C. Cornell*  
 Acn't Insured, \$ *400.00*

Premium Note, \$ *10.00*

Expires *March 17. 1856*

Property Ins. Policy  
 1851-1856  
 Home & Barns

51	11	52	31
817	9	6,25	4
808		112	4
791		184	3

ACT  
OF INCORPORATION OF THE  
**WESTERN RESERVE FARMERS'  
INSURANCE COMPANY.**

§ 1. Be it enacted by the General Assembly of the State of Ohio, That William L. Perkins, Uri Seeley, Harvey Woodworth, Peleg P. Sanford, John Murray, Samuel H. Judd, William W. Branch, David Bailey and Grandison Newell, their associates and successors be, and hereby are incorporated and made a body politic and corporate by the name of the Western Reserve Farmers' Insurance Company, for the purpose of insuring their respective buildings and personal property against loss or damage by fire, whether the same shall happen by accident, lightning, or by any other means, excepting that of design in the assured, or by the invasion of an enemy, or insurrection of the citizens of this State, or any other 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 whatever; may have and use a common seal; may purchase and hold such real and personal estate as may be necessary to effect the objects of their association, and the same may sell and convey at pleasure; may make, establish, and put in execution such by-laws, ordinances, and resolutions, not being contrary to the laws of this State, or the United States, as may seem necessary or convenient for their regulation and government, and for the management 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 grant.

§ 25. The authority of said company to insure is hereby limited to dwelling houses, out houses, barns and other buildings connected with or appertaining to farms, and grain, hay, and all other produce remaining in such buildings or upon the farm, and such household furniture, farming implements and other property appertaining to farms, as may be in such buildings or on the farm to which they appertain; and also to such other dwelling houses, out houses, barns and other buildings connected with or appertaining to such dwelling houses, which have no other buildings nearer to the premises insured than eight rods.

JOHN G. BRESLIN,  
Speaker House Representatives.  
BREWSTER RANDALL,  
Speaker of the Senate.

MARCH 22, 1849.

EXTRACT OF THE BY-LAWS  
Of the Western Reserve Farmers'  
INSURANCE COMPANY.

ART. I. § 9. Surveyors or Agents shall be appointed by the Executive Committee or Secretary, on the applicant filing with the Secretary a bond, with security, for \$500, conditioned to account with and pay over to the Company monthly, all moneys due to the Company from him, and faithfully and promptly refund to applicants, whose applications shall not be accepted, all moneys received of them, and that he will not act as the agent or surveyor of any other Company. He shall travel under the general instructions of the Secretary, take applications for insurance, and collect the per centage and fees, and faithfully represent in the application all visible hazards. He shall take applications at the rates in his judgement established by the office, and give each applicant to understand that by signing the survey he vouches for its correctness, and that the survey is part of the contract of insurance.

Agents or Surveyors at the request of any member of the company who has changed the hazard of his property insured, by alteration or otherwise, shall re-survey such property and give a certificate thereof to the insured, certifying whether such change has increased the hazard, and if so, what per cent. as contemplated in article 3, section 2, and collect therefor seventy-five cents if the hazard is increased, otherwise fifty cents.

§ 13. Agents or Surveyors shall be entitled to one dollar for each policy issued on applications reported by them; fifty cents for each re-survey specified in the last paragraph to section 9 of

this article, and twenty-five cents for each surrender or assignment, all of which he shall collect of the insured, or not be entitled thereto.

ART. II. § 1. Every person wishing to become a member, shall deposit with the Secretary his premium note for such sum as shall be agreed upon, and five per cent thereof, in cash, and such further sum as rate, as, together with said five per cent, shall be equal to one sixth part of said note, and one dollar and fifty cents for the policy and survey, and if approved the policy shall bear date and take effect of that day or of such other day as the applicant shall direct, and the note shall bear date of the same day; and no application shall be acceptable unless the applicant shall pay at least \$1 as per centage and rate.

§ 2. Applications for insurance shall be signed by the insured, for the truth and correctness of which he shall be responsible, and the same shall become part of the contract of insurance.

§ 3. No property shall be insured except as follows:—  
1st. The dwelling houses and other buildings, furniture, produce, farming implements, animals, and other property appertaining to farms, and on the farms to which they appertain.

2d. All other dwelling houses and buildings appertaining thereto and furniture therein, which have no other buildings nearer the premises insured than eight rods.

Not over two-thirds the cash value of buildings shall be insured.

§ 5. The Company may make insurance for five years; and the amount of the premium note shall be according to the hazard, taking into consideration all the circumstances affecting the risk.

No risk shall exceed \$2,500 on all property in the same location, but the full amount of loss, up to the sum insured, shall be paid, if the company be justly liable therefor.

ART. III. § 1. Whenever a member shall alienate or sell any building insured, he may surrender his policy to the Secretary, with a request signed by him, to have the same cancelled, and the Secretary shall enter the same on record, as cancelled, to take effect on the day received by him.

If several items of property are insured in the same policy and less than the whole, being an entire item, is sold, the policy may be surrendered only as to that sold, and such portion of the premium on the property sold as shall remain unpaid thirty days thereafter, shall be endorsed on the premium note, provided, if the grantee shall procure an assignment of the policy, when he shall have purchased the whole, and in thirty days thereafter forward the policy and assignment to the Secretary, he may have the same confirmed to him, if approved by the Secretary, on giving satisfactory security for the payment of the remainder of the premium note.

§ 2. Whenever any alteration or addition, or change of occupant in buildings are made, the insured may apply to the Secretary, or a Surveyor, who shall certify his opinion whether the hazard is increased thereby, and if it is, how much, and take an additional premium note, the per cent. thereon and fee, if approved by the Secretary, he shall minute the same on the record of the policy and forward a certificate thereof to the insured.

§ 3. When a member shall alienate conditionally or by mortgage, his policy shall be void unless he shall report the same, in writing, to the Secretary, stating the amount, and to whom, and the Secretary shall assent thereto, or cancel the policy as he shall judge proper.

§ 4. Whenever property is mortgaged at time of insurance, the mortgagee may have the policy assigned to him on his signing the premium note, or giving security therefor, and such assignment, or a true certificate thereof, shall be entered on the record of the policy.

§ 5. Any member may surrender his policy by depositing it with the Secretary, with his surrender endorsed thereon, and paying all assessments, if any unpaid, and he shall be entitled to his premium note at the expiration of thirty days thereafter by his paying his proportion of all losses and expenses by the company, previous to such surrender.

§ 6. The Board of Directors may, for good cause, revoke in part or whole any policy, to take effect at the time the Secretary shall serve on the insured a written notice of such revocation, a copy of which, with the manner of service endorsed on it, shall be preserved, and his liabilities for subsequent losses shall cease from the time of service of such notice.

§ 7. When any policy shall be cancelled at the request of the insured, or by his act, alienation or default, no part of the per centage or original payments shall be refunded; but when cancelled or revoked by act of the Company, not grounded on the act or default of the insured, a just proportion thereof shall be refunded.

§ 8. On each surrender or assignment, the insured shall pay fifty cents.

ART. III. § 1. All persons insured and sustaining loss or damage by fire, are forthwith to give notice thereof to the Company, and within thirty days after said loss to deliver in a particular account of such loss or damage, signed with their own hands, and verified by their oath or affirmation, and also if required, by their books of account and proper vouchers. They shall also declare on oath whether any, and what other insurance has been made on the same property.— If there be any fraud or false swearing, the claimant shall forfeit all claim by virtue of his policy.

§ 3. The Company shall have right to rebuild or repair buildings damaged or destroyed by fire, by placing them in as good condition as before the loss or damage, and to replace personal property, in lieu of paying therefor, provided the same be done with reasonable despatch.

§ 4. All losses shall be paid in ninety days after notice and proof thereof.

§ 5. When buildings or other property are burned or damaged by fire, the Directors may demand an additional security for the payment of the deposit note, or retain from the insurance money an amount equal to the balance unpaid thereof, until the expiration of the policy, when the balance so retained, which shall remain unexpended in losses and assessments, shall be paid over to the insured on demand, and his note given up.

ART. V. § 1. Not more than one assessment shall be made annually.

§ 2. Notice of assessments shall be given by the Secretary in a newspaper printed in Lake county, and in the Cleveland Herald, three weeks successively, the last of which shall be at least three weeks before it shall be payable.

§ 3. All assessments shall be payable at the office of the Company, or to its authorized agent; and if any assessment shall remain unpaid 30 days after notice thereof, given personally or sent by mail, the Company shall not be responsible for any loss or damage received while such assessments remain unpaid.

MEETINGS. § 1. There shall be an annual meeting of the members of said Company and Directors on the third Wednesday of October, to elect Directors.

ASSIGNMENT IN CASE OF SALE.

Having sold and conveyed the buildings within mentioned and the land  
whereon they stand, to  
hereby assign to  
the Policy of insurance within written: to hold the same, subject to all the liabilities, and entitled to all  
rights and privileges to which  
liable and entitled by virtue thereof.

*The Directors consent to the above Assignment.*

*Secretary W. R. F. Insurance Company.*

ASSIGNMENT OF POLICY AS COLLATERAL SECURITY.

Having mortgaged the buildings within mentioned, and the land  
whereon they stand, to  
hereby assign to  
the within Policy of Insurance, to hold as collateral security for the performance of the conditions of  
said Mortgage.

Dated,

*The Directors consent to the above Assignment.*

*Secretary W. R. F. Insurance Company.*

SURRENDER OF POLICY.

TO THE DIRECTORS of the Western Reserve Farmers' Insurance Company:

Having alienated and sold out all right, title and interest in and to the  
Insured, by the within Policy, to  
hereby surrender the same  
cancelled  
said Company.

Given under hand, this

day of

Oct. 18

CERTIFICATE.—I hereby certify, that said  
in this Policy, as by above stated.

has sold property insured

AGENT.