

No. (E) 135521

\$ 2500.00

# QUEEN INSURANCE COMPANY

OF AMERICA,

NEW YORK.

In Consideration of the Stipulations herein named and of *Thirty Three and 7/100* Dollars Premium  
Does Insure *H. C. McDowell* for the term of *one year*  
from the *19<sup>th</sup>* day of *August* 189*4*, at noon, to the *19<sup>th</sup>* day of *August* 189*5*, at noon,  
against all direct loss or damage by fire, except as hereinafter provided,

To an amount not exceeding *Twenty Five Hundred* Dollars,  
to the following described property while located and contained as described herein, and not elsewhere, to wit:

On the four story, metal roof, brick and stone building, including plate glass and flagging, situate Nos. 512 and 514 Fourth Avenue, Louisville, Ky. Privilege to lease for Shoe Factory with Electric Motor power, also to make ordinary alterations and repairs, and to use kerosene for lights.  
Additional Concurrent Insurance Allowed.

### MERCANTILE PROPERTY. 80 per cent. Co-Insurance Clause.

It is a part of the consideration of this Policy, and the basis upon which the rate of premium is fixed, that the assured shall maintain Insurance on the property hereby insured by this Policy, to the extent of eighty (80) per cent. of the actual cash value thereof, and that failing so to do, the assured shall be a co-insurer to the extent of such deficit, and in that event shall bear his, her, or their proportion of any loss.

### ELECTRIC LIGHT ENDORSEMENT.

Permission is hereby granted assured under the policy hereto attached to use Electric Lights, a certificate having been made by the Inspector of Electric Lights and Wires of the city of Louisville that the apparatus has been put up in accordance with the Ordinances of the city of Louisville.

It being expressly understood and agreed between the assured and this Insurance Company that all Arc currents of electricity will be cut out from lamps whenever the assured or his employe or employes are not on duty in the room where the electric light or lights are used, and also cut out on the outside of the building where this policy attaches when no one is on duty therein; except on incandescent light loops, where approved cut-outs are placed inside the building.

It being also understood and agreed that no alterations shall be made in the equipment except in accordance with said ordinances, and that this policy does not cover any portion of the electric light equipment, plant, or appliance, except it be hereinafter specifically insured, and in that event this Company shall not be liable for loss or damage to dynamos caused by electric currents in them.

This slip being attached to and forming a part of Policy No. *135521* of the *Queen*

Insurance Company of *America*  
*Maughlin Drum & Co. Agents*

occupied at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not interested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary public shall certify.  
The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies thereof if originals be lost, at such reasonable place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.  
In the event of disagreement as to the amount of loss the same shall, as above provided, be ascertained by two competent and disinterested appraisers, the insured and this company each selecting one, and the two so chosen shall first select a competent and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the expenses of the appraisal and umpire.  
This company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof by any requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss shall not become payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein required have been received by this company, including an award by appraisers when appraisal has been required.  
This company shall not be liable under this policy for a greater proportion of any loss on the described property, or for loss by and expense of removal from premises endangered by fire, than the amount hereby insured shall bear to the whole insurance, whether valid or not, or by solvent or insolvent insurers, covering such property, and the extent of the application of the insurance under this policy or of the contribution to be made by this company in case of loss, may be provided for by agreement or condition written hereon or attached or appended hereto. Liability for re-insurance shall be as specifically agreed hereon.  
If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or municipal, this company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such payment.  
No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court of law or equity until after full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire.  
Wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage."  
If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may be written or printed upon, attached, or appended hereto.

1 This company shall not be liable beyond the actual cash value, with proper deduction for depreciation however caused, and shall in no event exceed what they differ, then by appraisers, as hereinafter provided; and, the estimate, and satisfactory proof of the loss have been received by 5 and also to repair, rebuild, or replace the property lost or damaged 6 no abandonment to this company of the property described.  
7 This entire policy shall be void if the insured has concealed 8 fact or circumstance concerning this insurance or the subject thereof 9 truly stated herein; or in case of any fraud or false swearing by 10 the subject thereof, whether before or after a loss.  
11 This entire policy, unless otherwise provided by agreement, 12 insured now has or shall hereafter make or procure any other contri 13 in whole or in part by this policy; or if the subject of insurance be 14 or in part at night later than ten o'clock, or if it cease to be operate 15 increased by any means within the control or knowledge of the ins 16 repairing the within described premises for more than fifteen days 17 than unconditional and sole ownership; or if the subject of insura 18 fee-simple; or if the subject of insurance be personal property and 19 the knowledge of the insured, foreclosure proceedings be commenced 20 policy by virtue of any mortgage or trust deed; or if any change, 21 interest, title, or possession of the subject of insurance (except change 22 process or judgment or by voluntary act of the insured, or otherwise; 23 gas or vapor be generated in the described building (or adjacent thereto, 24 manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, benzine, benzole, 25 dynamite, ether, fireworks, gasoline, greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine 26 or other explosives, phosphorus, or petroleum or any of its products of greater inflammability than kerosene oil of the United 27 States standard, (which last may be used for lights and kept for sale according to law but in quantities not exceeding five barrels, 28 provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building 29 herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for 30 ten days.  
31 This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commo- 32 tion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all reason- 33 able means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring 34 premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but 35 liability for direct damage by lightning may be assumed by specific agreement hereon.  
36 If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its contents 37 shall immediately cease.  
38 This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of debt, money, notes, or securities; 39 nor, unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements, 40 jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture, 41 tools, or property held on storage or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance 42 or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise; nor 43 for any greater proportion of the value of plate glass, frescoes, and decorations than that which this policy shall bear to the whole 44 insurance on the building described.  
45 If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract and 46 a warranty by the insured.  
47 In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this 48 company.  
49 This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed 50 term, provided that any increase of hazard must be made known to this company at the time of renewal or this policy shall be void.  
51 This policy shall be canceled at any time at the request of the insured; or by the company by giving five days notice of 52 such cancellation. If this policy shall be canceled as hereinbefore provided, or become void or cease, the premium having been 53 actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the cus- 54 tomary short rate; except that when this policy is canceled by this company by giving notice it shall retain only the *pro rata* 55 premium.  
56 If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or 57 corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the conditions 58 hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such 59 interest as shall be written upon, attached, or appended hereto.

This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements, or conditions as may be indorsed hereon or added hereto, and no officer, agent, or other representative of this company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement indorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached.

In Witness Whereof, this company has caused these presents to be signed by its Manager, in Louisville, Ky. This policy shall not be valid until countersigned by the duly authorized agent of the company at *Louisville Ky*

*A. M. Morris* Manager.

Countersigned at *Louisville Ky* this *19<sup>th</sup>* day of *August* 189*4*. *Maughlin Drum & Co. Agents*