

No. D. 385424

The Imperial

\$2500.00

STOCK COMPANY

EST.



1803.

ORGANIZED

FEB. 12, 1803

FIRE

Insurance Company Limited

OF LONDON, ENGLAND.

In Consideration of the Stipulations herein named, and of Sixty two ⁵⁰/₁₀₀ Dollars Premium,
Does Insure Kentucky Union Company for the term of 12 months
from the 11 day of May 1901, at noon, to the 11 day of May 1902, 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:

May 31 1901

By reason of change
of rate a rebate of
\$12.00 is hereby made
assured

W King & Son
Agents

On their frame metal roof Tip House building and trussels rotary screens
elevators scales engine and fixtures contained therein situated near the
Lexington, & Eastern R. R. near Jackson Ky. and about ninety miles
from Lexington, Ky.

1 This company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for 1
2 depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or, if 2
3 they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, the sum for which this company is liable pursuant to this policy shall be payable sixty days after due notice, ascertainment, 3
4 estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. It shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value, 4
5 and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can 5
6 be no abandonment to this company of the property described.

7 This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material 7
8 fact or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property be not 8
9 truly stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or 9
10 the subject thereof, whether before or after a loss.

11 This entire policy, unless otherwise provided by agreement indorsed hereon or added hereto, shall be void if the in- 11
12 sured now has or shall hereafter make or procure any other contract of insurance, whether valid or not, on property covered 12
13 in whole or in part by this policy; or if the subject of insurance be a manufacturing establishment and it be operated in whole 13
14 or in part at night later than ten o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be 14
15 increased by any means within the control or knowledge of the insured; or if mechanics be employed in building, altering, or 15
16 repairing the within described premises for more than fifteen days at any one time; or if the interest of the insured be other 16
17 than unconditional and sole ownership; or if the subject of the insurance be a building on ground not owned by the insured in 17
18 fee-simple; or if the subject of insurance be personal property and be or become incumbered by a chattel mortgage; or if, with 18
19 the knowledge of the insured, foreclosure proceedings be commenced or notice given of sale of any property covered by this 19
20 policy by virtue of any mortgage or trust deed; or if any change, other than by the death of an insured, take place in the in- 20
21 terest, title, or possession of the subject of insurance (except change of occupants without increase of hazard) whether by legal 21
22 process or judgment or by voluntary act of the insured, or otherwise; or if this policy be assigned before a loss; or if illuminating 22
23 gas or vapor be generated in the described building (or adjacent thereto) for use therein; or if (any usage or custom of trade or 23
24 manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, benzene, benzole, 24
25 dynamite, ether, fireworks, gasoline, Greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine 25
26 or other explosives, phosphorus, or petroleum or any of its products of greater inflammability than kerosene oil of the United 26
27 States standard, (which last may be used for lights and kept for sale according to law but in quantities not exceeding five barrels, 27
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 28
29 herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for 29
30 ten days.

31 This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commo- 31
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 re- 32
33asonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring 33
34 premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but 34
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 36
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; 38
39 nor, unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements, 39
40 jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture, 40
41 tools, or property held on storage or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance 41
42 or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise; nor 42
43 for any greater proportion of the value of plate glass, frescoes, and decorations than that which this policy shall bear to the whole 43
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 45
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 47
48 company.

49 This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed 49
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 51
52 such cancellation. If this policy shall be canceled as hereinbefore provided, or become void or cease, the premium having been 52
53 actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the cus- 53
54 tomary short rate; except that when this policy is canceled by this company by giving notice it shall retain only the *pro rata* 54
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 56
57 corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the condi- 57
58 tions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such 58
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 com-
pany 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.

If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed, 60
61 that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall, 61
62 for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such 62
63 excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears 63
64 to the value in all such new locations; but this company shall not, in any case of removal, whether to one or more locations, be 64
65 liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time 65
66 of fire, whether the same cover in new location or not.

If fire occur the insured shall give immediate notice of any loss thereby in writing to this company, protect the property 67
68 from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, 68
69 make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and, 69
70 within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this com- 70
71 pany, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire; 71
72 the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon; 72
73 all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descrip- 73
74 tions and schedules in all policies; any changes in the title, use, occupation, location, possession, or exposures of said property 74
75 since the issuing of this policy; by whom and for what purpose any building herein described and the several parts thereof were 75
76 occupied at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or 76
77 machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not interest- 77
78 ed in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has 78
79 examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary 79
80 public shall certify.

The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property 81
82 herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, 82
83 as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies 83
84 thereof if original be lost, at such reasonable place as may be designated by this company or its representative, and shall 84
85 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 86
87 and disinterested appraisers, the insured and this company each selecting one, and the two so chosen shall first select a competent 87
88 and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and 88
89 damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine 89
90 the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the 90
91 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 92
93 requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss 93
94 shall not become payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein 94
95 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 96
97 loss by and expense of removal from premises endangered by fire, than the amount hereby insured shall bear to the whole 97
98 insurance, whether valid or not, or by solvent or insolvent insurers, covering such property, and the extent of the application 98
99 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 99
100 agreement or condition written hereon or attached or appended hereto. Liability for re-insurance shall be as specifically agreed 100
101 hereon.

If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or munic- 102
103 ipal, this company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the 103
104 insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such 104
105 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 106
107 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 108
109 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, 110
111 membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may 111
112 be written or printed upon, attached or appended hereto.

In Witness Whereof, THE IMPERIAL INSURANCE COMPANY LIMITED, duly established under the Laws of the Kingdom of Great Britain and Ireland, pursuant to which said company has executed and attested
these presents by its Resident Manager, at ATLANTA, GA., acting under power of attorney; this policy shall not be valid until countersigned by the duly authorized manager or agent of the company at

COUNTERSIGNED THIS 11 DAY OF May 1901
W King & Son AGENT.S

J. J. Dargan
RESIDENT MANAGER.