

GASPÉ OF YESTERDAY

COX TOWNSHIP

NOTICES AND PETITIONS

Recalling certain personalities and
preoccupations of a century ago in
COX TOWNSHIP.

KEN ANNETT

NOTICES AND PETITIONSINTRODUCTION

A previous article of "GASPE OF YESTERDAY", No.226, "THE COX COUNCIL FILE" presented twelve items that reflected some of the local concerns over the three decades from 1845 to 1875.

This article, No.230 of the series returns to the New Carlisle Council file to recall personalities and some of their preoccupations in the 1880's and 1890's. Here, for instance, will be found reference to the coming of the railway to Bay Chaleur - a story told in previous issues of "GASPE OF YESTERDAY". Other items remind one that the Coast communities of a century ago were very different from those of today - as exemplified by the "double-track" winter road through New Carlisle.

DOCUMENTS
SELECTED

- 1) FLAVIEN WINTER, LAND SURVEYOR, REPORTS ON SURVEY OF A NEW CARLISLE STREET.
- 2) COUNCIL RESOLUTION RE LEONARD WALLACE JOHNSTON AND HIS LETTER IN REPLY.
- 3) PETITION TO OPEN DOUBLE-TRACK WINTER ROAD.
- 4) PETITION TO CURB THE LIQUOR TRADE IN NEW CARLISLE.
- 5) PETITION TO OPEN A ROAD TO PERMIT ACCESS TO FARM LOTS.
- 6) ALONG THE QUEEN'S HIGHWAY :
- 7) TAKE NOTICE :
- 8) NEW CARLISLE COMMONS AS A PARK.
- 9) SPECIFICATION FOR THE CHATTERTON BRIDGE.
- 10) PHOENIX FIRE OFFICE POLICY- TOWN HALL, NEW CARLISLE

Canada
 Province of Quebec
 County of Bonaventure
 District of Gadpé

On the fourth day of May in the year
 of our Lord one thousand eight hundred
 and eighty -
 At the request of the Municipality of
 New Carlisle, County of Bonaventure,
 District of Gaspé.-

I, Flavien Winter, Provincial Land Surveyor, duly sworn and authorized to practice as such in the Province of Quebec, being at New Carlisle in the said Province, County of Bonaventure aforesaid.-

Proceeded to a Stone Boundary on the Main Road at the East end of the Village of New Carlisle, where I measured part of the width of the said Main Road, that is Seventy links from said Stone Boundary to a Telegraph Post on the lower side of the Road.-

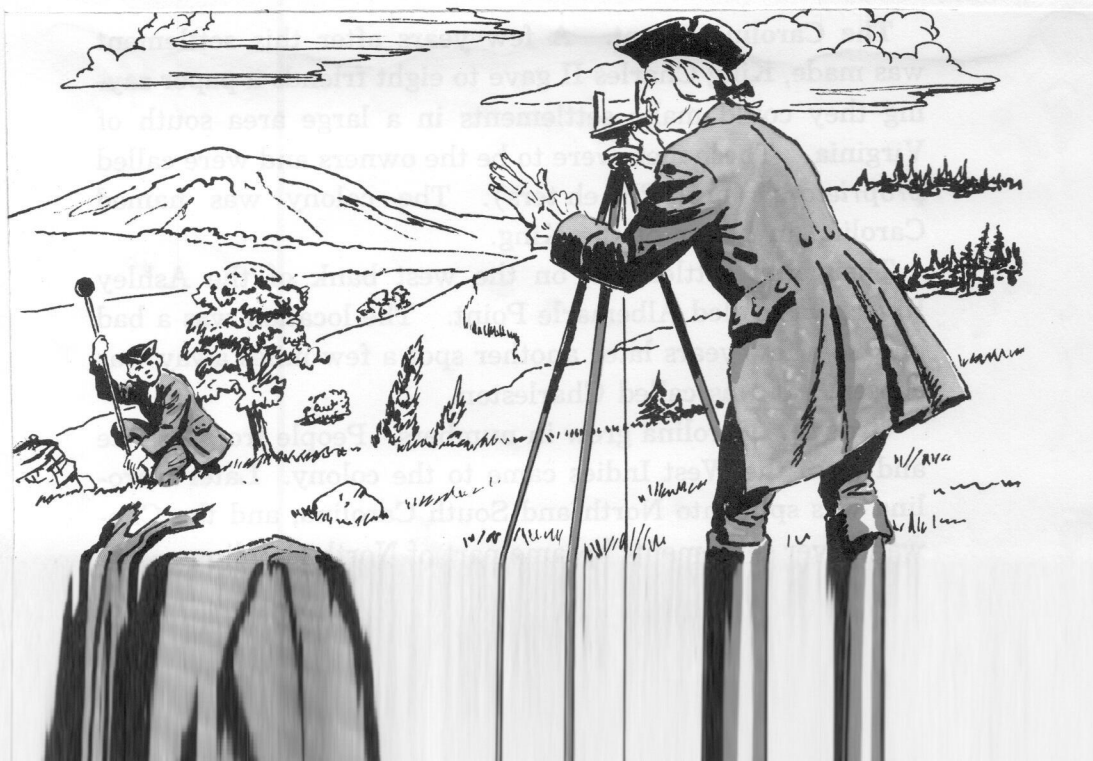
I then proceeded to the by-way generally known as the Church Line Road, and from the corner of the Church Yard where a post had been and where the Boundary was known to have been, I measured South seventy links. I raised the Theodolite at this point and took the bearing to the above mentioned Telegraph Post East of New Carlisle Village.- This was the only place where I could have a good sight to take the correct Bearing of the two Boundaries.- I then added thirty links for the proper width of the street.- After which I caused six chains and thirty two links to be measured, and I again at this place raised the instrument and did run a parallel line to the other on the Main Road 72 degrees South 16' East, South of 2 degrees 16' Magnetically. - I caused pickets to be placed by my assistants in the proper place on the said parallel line as above mentioned.- I also caused other pickets to be placed at fifty links South of these, that is, allowing these fifty links for the Street, the whole way along.-

Previous to this we had measured from the line raised on the Main Road the distance required Southward in the street East of the Court House and also in the street West of the Town Hall, which distances we found to correspond with the parallel line I ran.- This I found to be sufficient proof of the correctness of my own work as well as that of my assistants.

The whole of this work was done according to the instructions given me by the above mentioned Council for the Municipality of New Carlisle.- This Street, as above described, would entirely alter or change the former, or old Street - in fact at one place, that is at the East end the Street would be entirely on the property belonging to Her Majesty's Court House.- At other places it lowers it by half.

(SIGNED) F.Winter,
Provincial Land Surveyor.

4th May 1880. Copy of a Procès Verbal of a Street parallel to the Main Road, or Boundaries thereupon, running between the Commons and the said Main Road.



to pay to the Council, or to its Treasurer, any stated sum for the privileges thus participated in.

In 1893, all the clay hauled by me was used to improve the public highway, and much of that hauled in 1894 was also so used.

No official or unofficial notice was taken of my action, nor any public notice issued at the time the work was being done, that the Council would hold all parties responsible that would trespass upon their rights over the Commons.

Had it not been so clearly a common right for residents and ratepayers to haul to and from the Commons, I would have asked permission from the Council for the Privalege of doing what was done, and my neglect was not owing to any want of respect for the Council nor of any feeling of independance or disregard for the dignity of the Council. If I have erred, it was because of the assumption that in matters pertaining to the commonwealth of the community I would be accorded an equal share and equal privaleges with my fellow citizens. I did not expect to be especially privaleged nor to be especially persecuted.

As my residence is a very central one and members of the Council and its officers are daily passing it, a neighbourly hint might have been given to me to the effect that hauling clay was looked upon as an offence and that permission ought to be secured from the Council, before the summary and unprecedented action was taken as embodied in the resolution sent to me.

I have enjoyed living in this community and having part and lot in its affairs, and in doing what I have been able to do to promote its local improvements and interests, and this without such a profitable business as many might suppose, for the total gross receipts of my business here average less than Fifteen hundred dollars per annum.

I am in hopes that the Council will reconsider its action and not cause these neighbourly feelings to be supplanted by resentment because of unfair treatment which under the circumstances persistance in the tenor of the Resolution would seem to me to be.

With respect, Mr. Mayor and Gentlemen,

I beg to remain,

Your obedient servant

(Signed) Leonard Wallace Johnston

Canada
Province of Quebec
County of Bonaventure

PETITION FOR THE OPENING OF A DOUBLE TRACK IN THE MUNICIPALITY
OF NEW CARLISLE. 10th DECEMBER, 1895

To His Worship the Mayor and Councillors of the Municipality
of New Carlisle

The petition of the undersigned inhabitants and Free-holders
of the said Municipality-

Sheweth

That your Council has the power to order by Resolution
that, that part of the winter road extending from the English
Episcopal Church to the Eastern boundary of the said Municipal-
ity be laid out as a double road, one track thereof to be for
vehicles going in one direction and the other track for vehicles
going in the opposite direction.

That by having the road so made but one row of "balises"
would be required and the traffic on each being diminished they
would more easily be kept in repair and less apt to be cut down,
owing to the very considerable amount of traffic there is on the
said road within the limits indicated.

That moreover the great inconvenience and difficulty of
meeting and passing on said road would be avoided and that by
granting the prayer of your Petitioners, your Council both with
the letter and the spirit of the law which requires, in default
of such road, that at every four acres a double track be made and
kept in repair for the purpose of enabling the travelling public
to meet and pass on the said road.

Wherefore your Petitioners request that a Resolution be
passed, ordering that, that portion of the road between the
English Episcopal Church on the West and the East line of the
Municipality be laid off by placing the "Balises" in the centre
of the road and that the public travelling thereon be required by
the said Resolution to pass to the right of the said "balises"
going and returning and as in duty bound your Petitioners will
ever pray.

[SIGNATORIES TO THE FOREGOING PETITION - 9th DECEMBER, 1895.]

JUDGE L.A.De BILLY

W.M.SHEPPARD

J.M.TREMBLAY

H.T.SMITH

M.J.KELLY

L.A.LeBEL

J.A.LeBEL

THOS. A. BLANCHET

GAVIN HAMILTON

JAMES EDWARD MILL

J.A. LAFERRIERE

SARAH CALDWELL

ANNIE CALDWELL

MRS.R.CALDWELL

W.P.ASSTELS

W.MAGUIRE

J.B.BELANGER

+

Three Signatures

Unknown.

PETITION

TO THE MAYOR AND MEMBERS OF THE MUNICIPAL COUNCIL OF NEW CARLISLE.

GENTLEMEN

We, the undersigned Ratepayers of the Municipality of New Carlisle, beg leave respectfully to represent to your Honorable Council -

- 1. That we are deeply interested in the good name and prosperity of our town and earnestly desire to promote the moral character and welfare of all our citizens.
- 2. That we are deeply impressed with the conviction that the liquor trade as carried on in New Carlisle is injurious to the social, religious and material well-being of our people - that many are being tempted to drink who would not do so if the temptation were not so publically exposed and that it appears at present as if a new generation of dissipated young men is growing up among us.
- 3. That there are prospects of better times in New Carlisle because of the new Railway and the public works connected therewith. In view of increasing work and population we should make sure, as far as possible, that the improvement in business conditions shall not be hindered or counter-acted by increase in drinking and disorder.
- 4. That if drunkenness and rowdyism such as we have witnessed lately in our streets should become common it will be necessary to secure the services of a policeman to keep order. In that case the expenses of the Liquor Traffic will be much more than the revenue derived from it.

We therefore earnestly entreat your Honorable Council not to grant any License for the sale of alcoholic liquors and to take all just means to prevent the illegal sale of the same

And your petitioners, as in duty bound, will ever pray.

SIGNATURES TO ABOVE PETITION

JOHN BILLINGSLEY	CHARLES COOKE
MRS. BENJ. BILLINGSLEY	JOSHUA BEEBE
SAMUEL JACOBSON	CAPTAIN JAMES CALDWELL
HENRY JACOBSON	ANDREW CALDWELL
DANIEL THOMPSON	EDWARD HALL
AMOS HALL	JAMES ASSELS
AMASA BEEBE	ROBERT GILKER
REV. J.M. SUTHERLAND	NORMAN SHERAR
JOHN BUTTLE	FREDERICK SMOLLETT
ALEX RAFTER	THOMAS FLOWERS
ANDREW THOMPSON	JAMES WALKER
DANIEL WALKER	JOHN A. McDONALD
ELIAS FRASER	JAMES HOQUARD
A.T. CALDWELL	HUGH CALDWELL
JOHN CALDWELL	WILLIAM BUTTLER, Jr.
WILLIAM THOMAS GALE	AMASA MAIN
WILLIAM COOKE	HENRY ENRIGHT
RONALD BILLINGSLEY	JOHN DE ST. CROIX

[THE FOLLOWING PERSONS SIGNED BUT THEIR NAMES APPEAR
TO HAVE BEEN CROSSED OUT WITH A PENCIL LINE]

JOHN C. BEEBE	GEORGE BEEBE
HURBERT BEEBE	SMITH CALDWELL
D.M. JACOBSON	AUGUSTUS CALDWELL

TO HIS WORSHIP THE MAYOR AND THE GENTLEMEN
COUNCILLORS FOR THE MUNICIPALITY OF NEW CARLISLE

IN COUNCIL ASSEMBLED

THE HUMBLE PETITION OF THE RATE PAYERS AND
INHABITANTS OF NEW CARLISLE

REPRESENT

That it has become urgent and necessary to have a front road opened between the first and second ranges of Country Lots, starting from the Church Line Road and running in a westerly direction of about twenty two acres, or in front of the several located lots occupied by the following persons, viz: R.P.Flowers, Alphius Flowers, William Flowers, Ernest Assels, Thomas Assels, John Main, John Crozier, Charles Dobson, Farquhar Assels, Gilbert Assels, William Morrison and Hector Morrison.

That the above named persons desire the above described road opened in view of improving and cultivating their several lots of land, as it is now they find it a great hardship to have access to them, there being no means at the present of reaching their farms.

Wherefor, your humble petitioners pray that your Honourable Council will deem it meet and just to accord them the above favor.

And as in duty bound your petitioners will ever pray.

William Morrison	Robert Craig	Robert P.Flowers
Hector Morrison	W.J.Assels	Charles Assels
James Morrison	Patrick Donaly	John Main
Farquer Astles	F.A.Assels	
Thomas Assels	Geo. Kempffer	L.P.LeBel, Witness
Amos Hall	M.J.Kelly	
Edward Hall	Allan Law	
Hugh Assels	Norval Law	
Ernest Astles	Alphius Flowers	

(Spelling of above names as per signatures)

PETITION SUBMITTED TO COUNCIL IN JULY, 1897.

ALONG THE QUEEN'S HIGHWAY :

Hopetown, Nov.20th.,1897

To the Municipal Council
of New Carlisle.

Gentlemen,

I beg to inform you that my horse has been badly hurt by some unknown animal on the Queen's Highway.

As cattle are not allowed to stray on said highway you will have to settle for damages incurred or I will take lrgal proceedings at once. Please take notice.

(Signed) Mrs.Donald Ross
Post Mistress,
Hopetown,
Que.

New Carlisle,P.Q.
13th Feby. 1896

To the Corporation of
St.Etienne de New Carlisle
L.P.LeBel, Esq. Sec.Treasurer,

Dear Sir,

I have received instructions from Mr.R.N.LeBlanc to claim from you the sum of six 25/100 dollars for damages incurred in front of property of George Cook as per bill annexed, in default of payment to take legal proceedings to recover the same.

Yours truly.

(Signed) J.B.Belanger, A.B.,L.L.L.
Avocat

To Damages on harness.....\$2.50
" " " bells..... .75
" " " cutter..... 3.00

New Carlisle, P.Q.
7th August, 1897

The Mayor,
New Carlisle,
Qué.

Sir,

Take Notice that I do hereby resign the secretaryship of the local Municipality of New Carlisle as I cannot further endure the conduct of some of the Councillors, who have for some time past taken pleasure in showing me impertinence, without saying more

I remain,

Yours truly

(Signed) L.P. LeBel

W.L.Kempffer, Esquire
Mayor.

NEW CARLISLE, P.Q.

PUBLIC NOTICE

Is hereby given by the undersigned, that all person or persons found loitering, assembled or impeding the side walks and public streets within the limits of this Municipality, using improper language, creating any disturbance or behaving in a disorderly manner, found damaging, injuring or writing any thing on private or public property, shall for such offences be arrested and punished according to Law

By Order

W.L.Kempffer,
Mayor.

REPORT WITH REGARD TO DEMAND OF GRANT OF NEW CARLISLE PARK
BY MR. KEMPFER.

To the Honorable the Commissioner of Crown Lands, Forests
and Fisheries.

Sir,

On the 13th July, 1897, W.L. Kempffer, Mayor of the Municipality of New Carlisle in the County of Bonaventure, transmitted to this Department the petition of a certain number of citizens of New Carlisle asking for the free grant of a certain extent of land called the New Carlisle Commons.

This Petition alleges that the Municipality of New Carlisle had been in possession of this land during a period of 32 years in virtue of a permit of occupation: that the late Government revoked, on the 3rd June, 1894, the said permit of occupation: that whilst the municipality was in possession of such land it endeavoured to guard the same: that since the revocation of the permit of occupation the land in question has been neglected and that wood is illegally cut thereon: and that such a state of affairs is to be deplored, as the land could be utilized as a public Park; that the cemeteries of the municipality are actually full and that the land in question could be made use of for the burial of the dead.

The Petition in question is well grounded with regard to the permit of occupation granted to the Municipality and revoked in 1895, and not in 1894.

Such revocation took place on the instructions of the late Commissioner of Crown Lands, the Honorable Mr. Flynn and on the Report that the Municipal Council of New Carlisle did not look after the land in question and that the same was occupied by several persons without authorisation.

The question was referred at the time to the Attorney General who decided that your Department could revoke the permit of occupation granted in 1865 to the Corporation of the Township of Cox, County of Bonaventure, of a certain lot of land known under the name of the New Carlisle Commons and retake the control of the said land.

Before proceeding to the said revocation of the permit of occupation granted to the Municipality the Department ordered an

Inspection of the New Carlisle Commons and the "Garde Forestier", Mr.S.Poirier, who was charged therewith, reported on the 25th February,1895, that there were a certain number of occupants on the land: that several had put buildings thereon: that nothing had been done by the Council of New Carlisle, who were in the rights of the Corporation of the Township of Cox, for the care of the New Carlisle Common, and especially to prevent the destruction of the wood: that moreover, on the Eastern part of the said Common there were several buildings, notably a lobster factory. The "Garde Forestier" forwarded at the same time the copy of a Resolution passed by the Council of New Carlisle with the object of providing for the leasing of part of the said Commons.

Upon this Report, notices of the revocation of the permit of occupation in question, for abuse of or negligence in having fulfilled the conditions contained in the permit, in changing the object for which it had been granted, were posted up, and the revocation of the permit took place on the 5th of June, 1895.

At the same time a notice was sent to the occupants of lots on the New Carlisle Commons, informing them that the lease which they had obtained from the Municipal Council had been revoked and that they had to abandon their lots.

Such in brief is the history of this difficulty.

The Municipal Council of New Carlisle now demand anew the grant of the same land; the Council is even disposed to buy it or obtain it on lease for a long period of time.

I leave to the Honorable Commissioner the trouble of deciding what can be done under the circumstances.

The Council of New Carlisle has already once had the possession of the Commons and it appears to have done nothing, judging from the Report of Inspection, either to guard the same or to prevent the object of such a park from being changed.

If it is granted again can the Municipal Council bind themselves to do better for the future?

Secondly I am under the impression that this Park of New Carlisle is still occupied by several persons. Would it not be

necessary then to bind the New Carlisle Council, to whom the Park would be granted, to respect the property of such occupants? Would it be necessary to exact from the said Council that they should in no way exact rent from the said occupants?

It appears to be the intention of the Corporation of New Carlisle to convert the said Park into a cemetery. I see an objection to this in the fact that there are already buildings and even a factory on the land.

If I remember rightly, it was the intention of one of your predecessors, the Honorable Mr. Flynn, to divide this Park in lots or building sites, either for sale or leasing purposes. The Honorable Mr. Flynn left the Department before putting his project into execution, but I am of the opinion that this is the most reasonable and best method of utilizing a piece of land which has, up till now, been of no benefit to your department.

Respectfully submitted,

(Signed)

Eugene Rouillard

Quebec. 25 August 1897

SPECIFICATION FOR THE CHATTERTON BRIDGE

If the old water course is not wide enough according to Plan, one side only will be sufficient to cut down for the Breadth required, then frames to be made and placed in the water course (as shown on Plan) for keeping the wooden walls in their proper position. The ends of the wall logs to be nailed. The above frames and walls to be made of good sound Cedar and well squared to the size stated on Bill of Scantling.

The Bridge to be raised 12 inches higher and the post to rest on the Bottom except the end ones which must be four feet below the surface of the Road, the post to be placed so that there will be twenty-five feet across the road between post.

The water course to be covered with six inch Cedar ties (sound) the joints to be covered with Cedar bark, then seven inches of earth and the whole road to be rounded and graveled with two inches of gravel.

Top and Middle rails to be of sound Cedar or Pine and to be well nailed to the post with two seven inch wire nails as shown on Plan. Rail scarphs to be fastened with two half inch carriage bolts. The top of Main Rail to have a suitable champher on each edge.

All the ends of the logs of Water course to be nailed with a seven inch wire nail. Both sides of the Bridge to be banked up with stone and ground to the same angle as walls of water course.

The whole of the work to be done in a workmanlike manner and fit to bear Inspection.

SCANTLING

FOUNDATION.	9 pieces	11 ft.	long	9"x9"
POSTS	10 "	9 "	"	8"x8"
"	4 "	7 "	"	8"x8"
TOP BINDERS	7 "	5 "	"	8"x8"
WALLS	75 "	12 "	"	about 8" three sided
END POSTS	4 "	10 "	"	10"x10"
SIDE "	8 "	13 "	"	7"x7"
" "	8 "	11 "	"	7"x7"
" "	8 "	9 "	"	7"x7"

SCANTLING

(ctd)

RAILS	240 pieces			7"x6"
BRACES	4 "	10 ft.long		7"x6"
BRACE POST	4 "	2 " "		9" diameter
MIDDLE RAIL	26	10 " "		3"x2" square
END POSTS	4	5 " "		8"x8"

NOTE ADDED BY COUNCIL -

That a post to be placed on the North and South Mud-sills and to be the heighth shown by Plan - same size timber as the other posts of water course - spiked and capped.

(Signed) M.J.Kelly, Mayor



Before bridges were built, travelers had to ride their horses through a shallow place in the river in order to get to the other side.

GILLESPIE, MOFFATT & CO.,
 MONTREAL,
 GENERAL AGENTS
FOR
 CANADA.

PHENIX FIRE



19, LOMBARD ST.
 E.C.

ESTABLISHED
 LONDON

Premium, \$ 35⁰⁰ / 100

This Policy of Assurance Witnesseth, That The Insurance

have paid the Sum of Thirty five dollars.
 of Montreal as authorized Agent to the PHENIX
 (according to the Tenor of the Conditions hereunto annexed) not exceeding in each Case the
 herein set forth, and not elsewhere (unless allowed by Endorsement previously made), viz.—C

Interest of this Policy may be transferred by
 the Agent, made with the Consent of the Agent;—
 otherwise.

*built of Stone & wood, covered with shingle
 Carlisle. P.Q. & occupied by them for
 Reading Room & Concert Hall, situate*

FIRE OFFICE.



N^o 1864356

AND
57. CHARING CROSS.
S.W.

ESTABLISHED 1782

LONDON.

Municipal Council of New Carlisle, P.C.

to the undersigned

A. J. Patterson

INSURANCE-COMPANY OF LONDON, for INSURANCE FROM LOSS OR DAMAGE BY FIRE,

the Sum or Sums hereinafter recited, upon the Property herein described, in the Place or Places

in

*The Building only, 42x35, two stories high,
is owned by the Municipality of New
Carlisle for public purposes, namely: Registry Office
of the Custom's Highway, at New Carlisle*

The In
Endorsemen
but not othe

The Interest in this Policy may be continued by Consent of the Company,
for which purpose Printed Receipts will be prepared, signed by the Agent.

T. V. Bolander, as per agreement on application
J. W. Thomas

Now know all Men, by these Presents, That the Capital Stock good and satisfy, unto the said Assured *Heirs*, Executors, and Administrators, all such of *Septm 1879* to the full End and Term of *3 Years* not exceeding the Sum. In Case the Buildings or Goods herein mentioned, have been already, or shall be hereafter insured by any other Insurance-Company, or by any Private Insurers, such other Insurance must be made void. In all such Cases of joint Insurance, this Office shall be liable only for its rateable Average, the Insurance by this Policy shall be subject to the Conditions of Average in

In Witness whereof, being thereunto fully authorized, for, and on behalf of the said Company, I, *J. W. Thomas* do hereby fully declaring myself in no ways bound, and that the Capital Stock and Funds of the said PHENIX ASSURANCE-COMPANY, as above stated

Sealed and Delivered in the Presence of

J. W. Thomas

CONDITIONS

- I. PERSONS desirous of making Insurance against Loss or Damage by Fire, are to deliver in to the Office or its Agent, the following Particulars: viz.—
 - BUILDINGS.—Of what Materials the Walls and Roof of each Building intended to be Insured are constructed, as well as of the Buildings contiguous or nearest thereto—Whether the same are occupied as Private Dwellings, or how otherwise—Particularly whether any Manufactory or Hazardous Trade is carried on, or Hazardous Goods deposited therein—Where situated—Also the Name or Names of the Occupiers.
 - GOODS, WARES, or MERCHANDIZE.—In the Insurance of Property of this description, the Building or Place in which the same are deposited is to be described according to the foregoing directions; and, also, whether such Goods are of the kinds denominated Hazardous.
 - Each Building must be separately valued, and a specified Sum insured thereon—And in like manner a separate Sum insured on the Property contained in each Building.
 - In the Insurance of Premises which contain any Steam Engine, Furnace, Kiln, Stove, Coakle, Oven, or other Implement, in or by which Heat is produced (common Fire-Places excepted), the construction and circumstances of the same must be particularly described at the time of effecting the Insurance;—or, if subsequently introduced, due Notice must be given to the Company, and the same be allowed by them, otherwise the Policy will be void.
 - And if any Person or Persons shall insure his, her, or their Buildings or Goods, and shall cause the same to be described otherwise than as they really are, to the prejudice of the Company, or shall misrepresent, or omit to communicate any Circumstance which is material to be made known to the Company, in order to enable them to judge of the risk they have undertaken, or are required to undertake, such Insurance shall be of no force.
 - Pitch, Tar, Turpentine, Rosin, Saltpetre, Sulphur, Gunpowder, Flax, Hemp, Oils, Tallow, and Distilled Spirits, are denominated Hazardous Goods; and amongst the Trades deemed Hazardous are included Apothecaries, Chemists and Druggists, Dyers, Distillers, Brewers, Maltsters, Bakers, Confectioners, Carpenters, and all other Workers in Wood, Mills of all Descriptions, Manufacturers of Cotton, Wool, Hemp, Flax, Soap, Candles, Starch, Snuff, Tobacco, and Hats; Theatres, Sugar Refineries, Sail Makers, Ship Chandlers, Dealers in China, Glass, and Earthenware; Inns, Taverns, Hotels, Stable Keepers, Printers and Founders.
 - Many other Goods, Trades, and Manufactories will also fall under this Denomination.
- II. Goods held in Trust or on Commission are to be insured as such, otherwise the Policy will not extend to cover such Property.
- III. No Loss or Damage to be paid on Fire happening by any Invasion, Foreign Enemy, Civil Commotion, Riot, or any Military or Usurped Power whatever; nor for Damage done by Fire occasioned by Earthquakes or Hurricanes: and the Assured shall, if required by the Assurers, make proof that the Loss or Damage claimed was not occasioned by any of these excepted causes; in default of which proof the Loss or Damage claimed shall not be payable. Nor will the Company be answerable for any Loss or Damage by Fire that may happen to any Hay, Corn, Seed or other Property by Natural Heating: but this Company will make good Losses on Property burnt by Lightning.

and Funds of the said PHENIX ASSURANCE-COMPANY shall be subject and liable to pay, make
 Damage or Loss as shall happen by Fire to the Property above mentioned, from the 1st Day
 of Two thousand dollars.

after, insured by any Policy issued from this Office, or by any Agent for this Office, or by any
 person known to this Office, and mentioned in, or endorsed on this Policy, otherwise this Policy to
 the proportion of the Loss; and if any such joint Insurance shall be subject to the Conditions of
 like manner.

PHENIX ASSURANCE-COMPANY, I have hereunto set my Hand and Seal the
 responsible in Person or Estate under this Assurance, or for any Act done in consequence thereof;
 and, shall be alone subject to the obligations herein contained.

A. J. Paterson

OF INSURANCE.

- IV. Books of Accounts, Written Securities, Bills, Bonds, Tallies, and Ready Money, cannot be insured.
- V. Jewels, Plate, Medals or other Curiosities, Paintings, and Sculptures, are not included in any Insurance, unless such Articles are specified in the Policy.
- VI. No Order for Insurance will be of any force, unless the Premium is first paid to the Office, or its Agent, or unless a Sum has been advanced; and all Persons desirous to continue their Insurances, must make their future payments on or before the Day limited by their respective Policies, or the same will be void.
- VII. Leaseholders, Trustees, Mortgagees, and Reversioners, as well as Landlords, may insure their Interests in Buildings, provided the nature of the Tenure or Interests be duly specified.
- VIII. All Persons assured by this Company, sustaining any Loss or Damage by Fire, are forthwith to give Notice to the Company or its Agent, and as soon as possible after (within Fourteen Days at furthest) to deliver in as particular an Account of their Loss or Damage, signed with their own Hands, as the nature of the case will admit of. In this Account, the Property and Articles must be specified in detail, with the Quantities, Qualities, and Prices; and the Assured make proof of the same by his Oath or Affirmation, and by his Books of Accounts or other proper Vouchers, as shall be reasonably required. No Profit or Advantage of any kind is to be included in such Claim, and if there appears any Fraud, Overcharge, or Imposition, or any false Swearing, the Claimant shall forfeit all claim to Restitution, or Payment, by virtue of his Policy.
- If required, the Assured shall also procure a Certificate, under the Hand of one or more Magistrates, Sworn Notary, or Clergyman of the City or District in which the Fire happened, not concerned in such Loss, importing that they are acquainted with the Character and Circumstances of the Person or Persons insured, and having investigated the Circumstances relating to such Loss, do know, or verily believe, that he, she, or they, really, and by Misfortune, without any kind of Fraud or evil Practice, have sustained by such Fire, Loss and Damage to the Amount therein mentioned; and until such Proofs, Affidavit, and Certificate are produced, the Loss Money shall not be payable.
- Where property insured is only partially damaged, no Abandonment of the same will be allowed, unless by consent of the Company or its Agent. And in case of the Removal of Property to escape Conflagration, the Company will rateably contribute to the Loss and Expenses attending such Act of Salvage.
- IX. When any Loss or Damage shall have been sustained by Fire, upon Property insured, the Company will either reinstate the same, or the Assured, as soon as such Loss or Damage shall have been duly proved, shall immediately receive Payment of his Claim.
- X. In Case any Difference or Dispute shall arise between the Assured and the Company, touching any Loss or Damage by Fire, such difference, if the Company shall so require, shall be submitted to the Judgment and Determination of Arbitrators indifferently chosen, whose Award in Writing shall be conclusive and binding to all Parties.