

POLICY  
No. 023921

SUM INSURED  
\$1000.00

HAND - IN - HAND

TERM

36 MONTHS

PREMIUM

\$ 8.00

Insurance Company

FOUNDED A.D. 1873.

STOCK DEPARTMENT

Whereas JOSIAH McCREEDY

TORONTO

hereinafter described as the Insured, having this day paid the sum of EIGHT 00 Dollars to the HAND-IN-HAND INSURANCE COMPANY, Mutual and Stock, for insuring against loss or damage by Fire to the extent hereinafter mentioned, but not exceeding the sum hereinafter particularly specified on each article, the property hereinafter described, situate at the place or places hereinafter mentioned, and as described in the written Application with Diagram made by the said Insured, and which are made part and condition of this Policy, and not otherwise, or elsewhere (unless allowed by endorsement previously made), viz. :

ON PROPERTY AS PER FORM ATTACHED (SIGNED BY SECY OR ACT SECY)

Assured JOSIAH McCREEDY  
\$ 1000. On the 2 1/2 storey semi detached brick front cement stucco building, roofed with shingles, and its additions adjoining and communicating, occupied as a dwelling, including foundations, heating apparatus, gas, steam and water pipes and connections, and all plumbing work, gas and electrical fixtures and equipment, plate and stained glass in windows and doors, fixed mirrors, fresco work and decorations on walls and ceilings, and other permanent fixtures, also screen and storm windows and doors belonging thereto, and contained therein or thereon, or on the premises situate and being No. 261 on the south side of Withrow Ave. xxx Toronto, Ont.,  
\$ Nil On the building only of the building, roofed with and its additions, including foundations and fencing on the premises, occupied as a situate  
\$  
\$ Goad's Plan, Sheet No. Block No. Risk No.  
Further concurrent Insurance \$1100. Queen City  
Loss, if any, payable to

Permission granted to make ordinary alterations and repairs, not to exceed fifteen days at any one time, but it is understood and agreed that extraordinary alterations, additions or repairs are prohibited without notice to and consent of this Company in writing.  
LIGHTNING CLAUSE—This policy shall cover any direct loss or damage caused by lightning (meaning thereby the commonly accepted use of the term lightning, and in no case to include loss or damage by cyclone, tornado or wind storm), not exceeding the sum insured, nor the interest of the assured in the property, and subject in all other respects to the terms and conditions of this policy. Provided, however, if there shall be any other insurance on said property, this Company shall be liable only pro rata with such other insurance for any direct loss by lightning, whether such other insurance be against direct loss by lightning or not.

Attached to and forming part of Policy No. 023921 of THE HAND-IN-HAND INSURANCE COMPANY.

5M-1-09.

Sec'y or Acting Sec'y.

The suffer by the 1 hour of Premium

shall from the ewal perty

hereinbefore mentioned, not exceeding on each item respectively the sum hereinbefore declared to be insured thereon, and not exceeding in the

whole the sum of ONE THOUSAND Dollars, but subject always to the Acts of Parliament under which the Company is incorporated and to the conditions and stipulations endorsed hereon, which constitute the basis of this insurance, and which are binding on both the Insured and the Company as if they were inserted herein.

Witness the Common Seal of the said Company and the hand of the President, Vice-President and Secretary or Acting Secretary.

at Toronto, this 19th, day of November in the year of our Lord 19 10

Sec'y or acting Sec'y.

Vice-President.

President



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ONE THOUSAND DOLLARS.

Further concurrent insurance;-\$110.. Queen City.

The said Company Agrees to pay to the said Insured all the immediate damage or loss which the Insured shall suffer by Fire (not, however, to include loss or damage by reason of property being stolen, or otherwise amissing during or after a Fire,) from the 19th, day of November 19 10, to and inclusive of the 19th, day of November 19 13, at the hour of Twelve noon (or during such further period or periods for which the insured shall from time to time have paid in advance the Renewal Premium or Premiums required by the Company, and for which the Company shall have issued a Renewal Receipt or Receipts, on the property hereinbefore mentioned, not exceeding on each item respectively the sum hereinbefore declared to be insured thereon, and not exceeding in the whole the sum of ONE THOUSAND Dollars, but subject always to the Acts of Parliament under which the Company is incorporated and to the conditions and stipulations endorsed hereon, which constitute the basis of this insurance, and which are binding on both the Insured and the Company as if they were inserted herein.

Witness the Common Seal of the said Company and the hand of the President, Vice-President and Secretary or Acting Secretary.

at Toronto, this 19th, day of November in the year of our Lord 19 10

J. H. Halsey  
Sec'y or acting Sec'y.

J. H. Halsey  
Vice-President.

J. H. Halsey  
President

EXD.  
2-M-11-09



# STATUTORY CONDITIONS

R.S.O. 1897, C. 203, S. 168.

1.—If any person or persons insure his or their buildings or goods, and causes the same to be described otherwise than as they really are, to the prejudice of the Company, or misrepresents or omits to communicate any circumstance which is material to be made known to the Company, in order to enable it to judge of the risk it undertakes, such insurance shall be of no force in respect to the property in regard to which the misrepresentation or omission is made.

2.—After application for insurance, it shall be deemed that any Policy sent to the assured is intended to be in accordance with the terms of the application, unless the Company points out, in writing, the particulars wherein the Policy differs from the application.

3.—Any change material to the risk, and within the control or knowledge of the assured, shall avoid the Policy as to the part affected thereby, unless the change is promptly notified in writing to the Company or its local agent; and the Company when so notified may return the premium for the unexpired period and cancel the Policy, or may demand in writing an additional premium, which the assured shall, if he desires the continuance of the Policy, forthwith pay to the Company; and if he neglects to make such payment forthwith after receiving such demand, the Policy shall be no longer in force.

4.—If the property insured is assigned without a written permission, endorsed hereon by an agent of the Company duly authorized for such purpose, the Policy shall thereby become void; but this condition does not apply to change of title by succession, or by the operation of the law, or by reason of death.

5.—Where property insured is only partially damaged, no abandonment of the same will be allowed unless by the consent of the Company or its agent; and in case of the removal of property to escape conflagration, the Company will contribute to the loss and expenses attending such act of salvage proportionately to the respective interests of the Company or Companies and the assured.

6.—Money, books of account, securities for money, and evidences of debt or title are not insured.

7.—Plate, plate glass, plated ware, jewelry, medals, paintings, sculptures, curiosities, scientific and musical instruments, bullion, works of art, articles of vertu, frescoes, clocks, watches, trinkets and mirrors, are not insured unless mentioned in the Policy.

8.—The Company is not liable for loss if there is any prior insurance in any other Company, unless the Company's assent thereto appears herein or is endorsed hereon, nor if any subsequent insurance is effected by any other Company, unless and until the Company assents thereto, or unless the Company does not dissent in writing within two weeks after receiving written notice of the intention or desire to effect the subsequent insurance, or does not dissent in writing after that time and before the subsequent or further insurance is effected.

9.—In the event of any other insurance on the property herein described having been assented to as aforesaid, then this Company shall, if such other insurance remains in force, on the happening of any loss or damage, only be liable for the payment of a ratable proportion of such loss or damage without reference to the dates of the different policies.

10.—The Company is not liable for the losses following, that is to say:—  
(a) For the loss of property owned by any other party than the assured, unless the interest of the assured is stated in or upon the Policy;  
(b) For loss caused by invasion, insurrection, riot, civil commotion, military or usurped power;

(c) Where the insurance is upon buildings or the contents—for loss caused by the want of good and substantial brick or stone chimneys, or by ashes or embers being deposited, with the knowledge and consent of the assured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the assured, in an unsafe condition or improperly secured;

(d) For loss or damage to goods destroyed or damaged while undergoing any process in or by which the application of fire heat is necessary;

(e) For loss or damage occurring to buildings or to their contents while the buildings are being repaired by carpenters, joiners, plasterers or other workmen, and in consequence thereof, unless permission to execute such repairs has been previously granted in writing, signed by a duly authorized agent of the Company. But in dwelling houses fifteen days are allowed in each year for incidental repairs without such permission;

(f) For loss or damage occurring while petroleum or rock, or earth or coal oil, camphene, gasoline, burning fluid, benzine, naphtha or any liquid products thereof, or any of their constituent parts refined coal oil for lighting purposes only, not exceeding five gallons in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than required by law for illuminating purposes, not exceeding five gallons in quantity, excepted, or more than twenty five pounds weight of gunpowder is or are stored or kept in the building insured or containing the property insured, unless permission is given in writing by the Company.

11.—The Company will make good loss caused by the explosion of coal gas in a building not forming part of gas works, and loss by fire caused by any other explosion or by lightning.

12.—Proof of loss must be made by the assured, although the loss be payable to a third party.

13.—Any person entitled to make a claim under this Policy is to observe the following directions:

(a) He is forthwith after loss to give notice in writing to the Company.

(1) After any loss or damage to insured property, the insurer, has, by a duly accredited agent, an immediate right of entry and access sufficient to survey and examine the property, and make an estimate of the loss or damage, but the insurer is not entitled to the disposition, control, occupation or possession of the insured property, or of the remains or salvage thereof, unless the insurer undertakes re-instatement, or accepts abandonment of the property.

(2) After loss or damage to insured property, it shall be the duty of the assured, when, and as soon as practicable, to secure the insured property from damage, or from further damage, and to separate as far as reasonably may be, the damaged from the undamaged property, and to notify the insurer when such separation has been made, and thereupon the insurer shall be entitled to entry and access sufficient to make an appraisal or particular estimate of the loss or damage.

(3) At any time after the loss or damage the insurer and the insured may, under a term of the contract of insurance or by special agreement, make a joint-survey, examination, estimate or appraisal of the loss or damage, in which case the insurer shall be deemed to have waived all right to make a separate survey, examination, estimate or appraisal thereof.—R. S. O., 1897, c. 203, S. 145.

## VARIATIONS IN CONDITIONS.

This policy is issued on the above Statutory Conditions with the following variations and additions:—  
These variations and additions are, by virtue of the Ontario Statute in that behalf, in force so far as, by the Court or Judge before whom a question is tried relating thereto, they shall be held to be just and reasonable to be exacted by the Company.

(1) If the insured at the time of the happening of any loss under this policy holds a policy or policies in this or any other Company on the property insured hereby, subject wholly or in part to a provision or condition as to co-insurance or average or containing, or having endorsed thereon any provision or condition of a preferential nature, this policy, shall, if the Company so elect, but not otherwise, be concurrent in any or all such respects with such policy or policies.

(2) This Company shall not be liable for loss or damage occasioned by or through any explosion (but not excepting loss by actual burning by fire occasioned by or starting in an explosion) whether such explosion shall originate through fire or otherwise except by explosion of coal gas in a building not forming part of gas works.

(3) Condition 16 shall be varied to read as follows:—“In the event of disagreement as to the amount of the loss, the same shall be ascertained by two competent and disinterested appraisers, the assured 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 hereto shall pay the appraiser respectively selected by them, and shall bear equally the expense of the appraisal and umpire. Such appraisal shall be conclusive as to amount if the Company is in other respects liable and in case of the refusal or neglect of either party to appoint an appraiser, or of the two so appointed to appoint an umpire, either party shall apply to the County Judge wherein the loss has occurred, upon two days' notice to the other to appoint an appraiser or umpire as the case may be. The obtaining of such an award shall be a condition precedent to the liability or obligation of the Company to pay or satisfy any claim under this policy for loss or damage in respect of which any difference may have arisen, and to the enforcement of any such claim.

## CO-INSURANCE CLAUSE

The following Clause or Condition shall not apply to this insurance unless it is stated on the face of the policy that the insurance is subject thereto:—  
(4) The premium having been reduced in consideration of this condition, the assured shall during the currency of this policy maintain insurance concurrent with this policy on each and every item of the property insured to the extent of at least \_\_\_\_\_ per cent. of the actual cash value thereof, and if the assured shall not do so the Company shall only be liable for the payment of that proportion of the loss for which the Company would be liable if such amount of concurrent insurance had been maintained.

(b) He is to deliver as soon after as practicable as particular an account of the loss as the nature of the case permits;

(c) He is also to furnish therewith a statutory declaration, declaring:

That the said account is just and true;

When and how the fire originated, so far as the declarant knows or believes;

That the fire was not caused through his willful act or neglect, procurement, means or contrivance;

The amount of other insurances;

All liens and incumbrances on the subject of insurance;

The place where the property insured, if movable, was deposited at the time of fire.

(d) He is, in support of his claims, if required and if practicable, to produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers; to furnish copies of the written portion of all policies, to separate as far as reasonably may be, the damaged from the undamaged goods, and to exhibit for examination all that remains of the property which was covered by the Policy.

(e) He is to produce if required, a certificate under the hand of a magistrate, notary public, commissioner for taking affidavits, or municipal clerk, residing in the vicinity in which the fire happened, and not concerned in the loss or related to the assured or sufferers, stating that he has examined the circumstances attending the fire, loss or damage alleged, that he is acquainted with the character and circumstances of the assured or claimant, and that he verily believes that the assured has by misfortune and without fraud or evil practice sustained loss and damage on the subject insured, to the amount certified.

14.—The above proofs of loss may be made by the agent of the assured in case of the absence or inability of the assured himself to make the same, such absence or inability being satisfactorily accounted for.

15.—Any fraud or false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim.

16.—If any difference arises as to the value of the property insured, of the property saved, or of amount of loss, such value and amount and the proportion thereof (if any) to be paid by the Company, shall, whether the right to recover on the Policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the party assured and the other by the Company, and a third to be appointed by the persons so chosen, or on their failing to agree, then by the County Judge of the County wherein the loss has happened; and such reference shall be subject to the provisions of the Arbitration Act; and the award shall, if the Company is in other respects liable, be conclusive as to the amount of the loss and proportion to be paid by the Company; where the full amount of the claim is awarded the costs shall follow the event; and in other cases, all questions of costs shall be in the discretion of the arbitrators.

17.—The loss shall not be payable until sixty days after the completion of the proofs of loss, unless otherwise provided for by the contract of insurance.

18.—The Company, instead of making payment, may repair, rebuild or replace within a reasonable time, the property damaged or lost, giving notice of their intention within fifteen days after receipt of the proofs herein required.

19.—The insurance may be terminated by the Company by giving notice to that effect, and, if on the cash plan, by tendering therewith a ratable proportion of the premium for the unexpired term, calculated from the termination of the notice; in the case of personal service of the notice; five days notice, excluding Sunday, shall be given. Notice may be given by any Company having an agency in Ontario by registered letter addressed to the assured at his last post office address notified to the Company, or where no address notified then to the post office of the agency from which the application was received, and where such notice is by letter, then seven days from the arrival at any post office in Ontario shall be deemed good notice. And the Policy shall cease after such tender and notice aforesaid, and the expiration of the five or seven days, as the case may be.

(a) The insurance, if for cash, may also be terminated by the assured by giving written notice to that effect to the Company, or its authorized agent, in which case the Company may retain customary short rate for the time the insurance has been in force, and shall repay to the assured the balance of the premium paid.

20.—No condition of the Policy, either in whole or in part, shall be deemed to have been waived by the Company, unless the waiver is clearly expressed in writing, signed by an agent of the Company.

21.—Any officer or agent of the Company who assumes on behalf of the Company to enter into any written agreement relating to any matter connected with the insurance, shall be deemed *prima facie* to be the agent of the Company for the purpose.

22.—Every action or proceeding against the Company for the recovery of any claim under or by virtue of this Policy, shall be absolutely barred, unless commenced within the term of one year next after the loss or damage occurs.

23.—Any written notice to a Company for any purpose of the statutory conditions, where the mode thereof is not expressly provided, may be by letter delivered at the head office of the Company in Ontario, or by registered post letter addressed to the Company, its manager or agent, at such head office, or by such written notice given in any other manner to an authorized agent of the Company.

# The Hand-in-Hand Insurance Company

Hereby consents that the interest of Josiah McCreedy in the within Policy, may be assigned to William B. Allen subject, nevertheless, to all the conditions and stipulations contained therein, the loss if any payable to said Josiah McCreedy as mortgagee Toronto, April 1912.

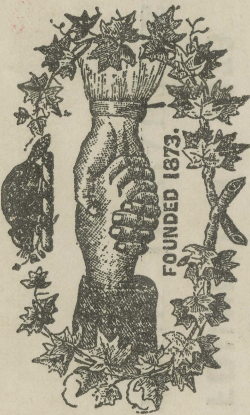
Secretary or Acting-Secretary.

FOR VALUE RECEIVED 2 hereby transfer, assign and set over unto William B. Allen and assigns all my right, title and interest in this Policy of Insurance, and all benefit and advantage to be derived therefrom, subject to the conditions and stipulations herein contained, the loss if any to be payable to me as mortgagee as my interest may appear. Witness my hand and seal, this 8th day of April 1912. Signed, Sealed and delivered in the presence of Josiah McCreedy

## HAND-IN-HAND

INSURANCE COMPANY

STOCK DEPARTMENT



HEAD OFFICE—QUEEN CITY CHAMBERS  
32 CHURCH STREET, TORONTO

JOSIAH MCCREEDY

TORONTO ONTARIO

Amount Insured, \$ 1000.00

Date NOVEMBER 19th, 1910

Term 36 MONTHS

Expires NOVEMBER 19th, 1913

The insured is particularly requested to examine this Policy to see that it is filled up according to his wishes, and to return it immediately for the correction of any error or omission.

Agency

M. KING

MONTAGUE KING

Fire & Plate Glass Insurance

QUEEN CITY CHAMBERS

32 CHURCH STREET, TORONTO

PHONES MAIN 801-842

RESIDENCE 144 WILTON AVE. PHONE MAIN 4794

The within mentioned property having been removed to the \_\_\_\_\_ situate No. \_\_\_\_\_ on the \_\_\_\_\_ side of \_\_\_\_\_ the same is now held covered there, and not elsewhere.

Toronto, 19

Secretary or Acting Secretary.

The within mentioned property having been removed to the \_\_\_\_\_ situate No. \_\_\_\_\_ on the \_\_\_\_\_ side of \_\_\_\_\_ the same is now held covered there and not elsewhere.

Toronto, 19

Secretary or Acting Secretary.

\$ \_\_\_\_\_ Toronto, 19 \_\_\_\_\_ Dollars  
In consideration of the sum of \_\_\_\_\_ Dollars  
return premium received, this Policy is hereby cancelled and surrendered to the Company. \_\_\_\_\_ Assured.  
Payee or Mortgagee.