

No. 13484

Supreme Court of Illinois

Stone, et al.

vs.

Moore, et al.

71641  7

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No. 222.

Stone
v
Meere

1861

13484

STATE OF ILLINOIS, SUPREME COURT,
APRIL TERM, 1861.

HENRY STONE, and }
URIAH B. COUCH, }
 vs. } *In Chancery.*
ROBERT S. MOORE, }
 et. al. }

Error from Cook County Circuit Court.

BRIEF OF COMPLAINANTS IN ERROR.

The facts involved in this cause as shown by the abstract, present the following questions for the decision of this Honorable Court:

1st. Has a bailee authority to insure the property of his principal in his (the bailee's) own name to the full value of the property, and if so,

2d. Has that authority been exercised by Moore, the bailee, in this case?

3d. Does the bill of complaint in this cause state such a case as gives the court of chancery jurisdiction?

An affirmative answer to these three propositions necessarily disposes of the case in favor of the complainants, and overrules the decision of the court below.

By way of an apology for a somewhat lengthy brief, the complainants' counsel here state, that the position of the defendants, during the progress of the cause, was so constantly shifted, that it is impossible for them to know what will be the disputed point before your honors, and they are therefore compelled to go over the whole law of the case, at the risk of being tedious.

The cause was twice decided adversely to the complainants in the court below, once on motion to dissolve and once on final hearing, but each time on different grounds and both times on a point not made or discussed by counsel.

We now proceed to a discussion of the points above stated.

1st. Has a bailee authority to insure the property of principals in his (the bailee's) own name to the full value of the property?

This point was conceded on the final hearing in the court below, and we presume it will be at this hearing, and shall therefore do no more than refer to a few authorities on the point:

DeForest, *vs.* the Fulton Fire Ins. Co., 1. Hall 84.
1. Porter. 238.
1. Porter, 251.

Siter, *vs.* Morris. 1. Harris, 218.

The court in the case first above cited give a very elaborate opinion, discussing the whole law upon the subject, and the doctrine here contended for, is there distinctly recognized and enunciated.

Mr. Angell in his work on insurance, at par. 95 a, says: "The

mode of making insurance in the case of *DeForest vs. Fulton Ins. Co.*, has never been doubted in this country since the elaborate judgment in that case." The case is precisely parallel with the one at bar. The assured had taken out policies in his own name for goods held by him on commission, and upon their destruction by fire brought suit to recover their value. The defendants admitted their liability to the extent of the assured's interest in the goods, which was measured by the amount of his advances and commissions, but denied their further liability to the owner of the goods. The assured claimed beyond that, and to the full value of the goods destroyed. This was the precise point in difference, and the court fully sustain the claim of the plaintiff by giving judgment against the insurers to the full value of the property destroyed. The doctrine is there laid down that the possession or custody of property gives the possessor an insurable interest therein to the full value of the property, and it is the reasonable rule, for the bailee or custodian is the only person who can judge of the necessity or expediency of protecting the property by insurance.

This case decides that no previous authority from the owner is necessary to make such insurance by an agent binding. It is sufficient if the owner ratify the act after the happening of the loss.

See *Miltenberger, vs. Beacom*, 9, Barr, Penn. 118, in which the court says: "It is very clear that one may insure in his own name the property of another, for the benefit of the owner, without the owner's previous authority or sanction, and that it will insure to the party's interest intended to be protected, upon his subsequent adoption of it, even after loss has occurred," and this is a familiar principle of insurance law.

The second proposition is:

2d. Has that authority been exercised in this case?

How is this question to be answered? How are the facts to be ascertained? The defendant, Moore, in his supplemental answer comes in and says that it was not intended that the complainants' grain should be covered by the policy. Is this legitimate evidence? The complainants, by demurrer to the supplemental answer, deny the competency of such parol testimony and insist that the policies themselves, being written agreements, are conclusive as to the point, and that parol testimony is inadmissible to change or contradict them. This is so obvious that it seems unnecessary to discuss the question. If solemn contracts can be overthrown by one of the parties thereto stating that it does not express the intention of the contracting parties, it follows that before any written contract can be binding all parties thereto must be possessed of honesty incorruptible and memories infallible. We have no fears that this or any other court will hold that the validity of a written contract, positive in its terms and free from all ambiguity, shall depend upon the honesty or memory of any man. The proposition is repugnant to common sense and the plainest principles of law. The complainants in their bill allege, that the defendant Moore is seeking by fraud to deprive the complainants of the money which is due on the policies, and which is the fruit of the grain held by him in trust for them, and as evidence of this they present the policy, which by its terms covers their grain, and which Moore has made payable to third parties, (thus showing his intention to make an unlawful disposition of the proceeds,) and are met by the reply that he (Moore) did not *intend* to insure the complainants' interest.

The complainants contend that the contracts entered into by

Moore with the insurance companies show what was done, and that they determine as a conclusion of law what was covered by the policy.

The policies themselves must be referred to, to determine what interest they cover. [see Angel on Ins. par. 20, 21, 22 and 25.] at section 20, Mr. Angell says: "Common justice requires that the party who pays the premium should be informed, *by the terms of the written agreement*, what is the contract between him and the underwriters; and it should not be left to the uncertain recollection of any one to prove a different agreement from that which is contained in the written policy. It frequently happens that when negotiations are carried on between parties, and they suppose they understand one another as to the terms of the bargain, they find when they come to reduce their agreement to writing that they do not understand it alike; and it is for this reason that *parol* proof is not admissible to vary or alter the terms or legal meaning of a written contract, by showing what either party said while the negotiation was going on."

See also, Arnold on Insurance, vol. 1, page 64.

In determining the second question then, we shall assume that the policies themselves, and they only, are to be resorted to, to determine whether they cover the interest of the complainants, or in other words to determine whether the authority of the bailee, Moore, to effect an insurance for the benefit of the complainants in this cause was exercised by him.

What is the language employed in the policies?

The policy of the Unity Fire Insurance Association of London, "insures R. S. Moore. \$3,000 on grain, *his own or held by him in trust or on commission, or sold but not delivered* in Moore's warehouse, &c." The policy of the Niagara Insurance Co., and of the Citizens' Fire Insurance Co., are in precisely the same language, and these are the only policies in which the complainants claim any interest. The Peoria Co's. policy covering only wheat, and the bill having been dismissed as to the Western World Co.

The language of the three policies under which we claim, then is, "on grain his own, or held by him in trust, or on commission."

Was the property of complainants' held by defendant Moore, "in trust" or "on commission?" What is trust property as applied to commission business? It was contended on the first argument in the court below, (on motion to dissolve injunction) that the words "held in trust," were used in the legal and technical sense, and did not apply to property held by a bailee. This position is manifestly incorrect. To uphold such a construction, would be to destroy all the force of the policies. No commission merchant deals with such trusts.

Every bailee is a trustee. Sir William Jones defines bailment as a "delivery of goods in *trust* on a contract express or implied that the *trust* shall be duly executed &c." Justice Story defines it as a "delivery of a thing in *trust* for some special purpose and upon a contract express or implied to conform to the object or purpose of the *trust*."—Story on Bailments, section 2nd.

Edwards says "the delivery of goods for use, keeping or some other *trust* where the right of property in them does not pass, creates a bailment," &c. "He (the bailee) is in a certain sense the

agent of the bailor, charged with the execution of a *trust* connected with the custody of the property delivered to him, and in this capacity he is clothed with the rights necessary to the fulfillment of his duties under the trust."—Edwards on Bailment, page 341.

These authorities show that the contract of bailment creates a *trust* relation, and of course the property bailed must be the subject of the trust: The bailee is the trustee, and the bailor the *Cestui que trust*.

Mr. Moore was the bailee and trustee of the complainants, and the property bailed to him was the subject of the trust, and it seems necessarily to follow that in taking out a policy of insurance on property held by him in trust, it must cover the complainants' grain, but we are not left to make deductions from legal principles to establish this. The identical language of these policies has been passed upon by the courts of our own country and of England, and a legal interpretation given.

In the case of *DeForrest vs. Fulton Company* already referred to, the language of the policy was almost identical with the language of the policies, and the court say, "an insurance effected by a commission merchant upon goods assured as the property of the assured *as held by him in trust, or on commission*, covers the whole value of the property and *not* the mere interest of the party effecting the insurance." Here is a legal construction of the very language of these policies.

In the case of *Watkins vs. Durand*, where the same construction was adopted, the language of the policy was, "*Goods owned by himself, held by him in trust, or on commission*," (1, Porter, 251. Again, a still stronger case is found in the English Reports in the case of *Waters vs. Monarch Insurance Company*, decided as recently as 1856, in which case the court use the following strong and pertinent language, "warehousemen and wharfingers with whom goods are deposited, have an insurable interest in such goods, without the previous authority of the real owners, or notice to them of such insurance, and such goods are properly described in the policy as goods held in trust, (34 England Law and Equity R. 116.)

This case is a decision of every question presented in the case at bar, and as it seems to us exhausts the entire subject. Nothing can be more directly in point nor more decisive.

The motion to dissolve the injunction in the court below was sustained on the ground that the words "held in trust" referred to legal trusts, at which time the above authority had not been produced. On the production of this authority, the court was obliged to recede from the position, but ruled against the complainant on a new point, which we now proceed to state and discuss.

The defendants on a final hearing, took the position that the execution of the warehouse receipts, copies of which appear as exhibits to the bill of complaints, terminated the trust relation before existing between the complainants and the defendant Moore, and that thereafter he held the property of the complainants, simply as a warehouseman, on storage. This position assumed, the defense then contended that the printed conditions of the policies excluded the complainants grain.

The conditions referred to are in the following language:—see page 35, 36.

Condition No. 3, provides, "that if the property to be insured be held in trust or on commission, it must be represented to the company, and expressed in the policy in writing.

Condition No. 4, provides "that goods held on storage, must be separately and specifically insured as such."

These conditions, it was stated by the counsel for the defense on the hearing, were a part of *each* of the policies mentioned, and on the faith of this statement, the court dismissed the complainants' bill. It is not true that these conditions are attached to each of the policies in which the complainants claim an interest. It is a part of the policy of the Citizens' Fire Insurance Co., and of this policy *only*. The other two policies, to wit: The Niagara Fire Insurance Co., and The Unity Insurance Co., of London, have no such conditions.—see pages 54 and 72. Granting then that the court below was correct in its ruling, it erred in dismissing the bill, as to the two companies mentioned, according to its own ruling as to the law of the case, and the complainants were entitled to be paid their claim from the proceeds of these policies.

But the complainants contend that the court erred in its ruling, even as to the policy with these conditions annexed.

What are the facts?

The defendant, Moore, was furnished with money to invest in grain for the complainants, the grain to be purchased by him upon a commission of five cents per bushel, for purchasing and storing the same. The grain when purchased, was in fact the property of complainants, but was in possession and held by Moore in *trust*, for their use. Moore was the apparent owner, and held the legal title, a sale by him to third parties would have been binding upon the owners. He was the legal owner of said grain, as to all the world save the complainants. The law pronounces such a relation a *trust* relation, and pronounces Moore the trustee of the complainants. The passing of the warehouse receipts to complainants in no wise terminated the relation of bailee or trustee, but they constitute a contract that that relation shall continue until the complainants shall terminate the same by taking possession of the grain. The defendant, Moore, in his answer, sets up that the commissions on said grain have not yet been paid, he therefore had a lien on the same to the amount of such commissions. The passing of the warehouse receipts, we repeat, did not change the relation of the parties. The grain was no more the property of the complainants after the delivery of the receipts, than before. It was always theirs, from the time of its purchase, but purchased and held by their trustee, both before and after the execution of the receipts. The grain continued to remain in the hands of Moore, as the trustee of complainants, and when he procured policies of insurance on grain held by him "in trust," these policies attached to the complainants grain so held by him "in trust."

But suppose we concede the claim of the defence, that the passing of the warehouse receipts changed the relation to that of warehouseman merely. It is difficult to see how that can avail anything. Has not a *warehouseman* the same right to insure the property of his principle, as a commission merchant? The law is, as we have already shown, that any factor or bailee has such

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authority, and there can be no difference in principle whether the bailee is called a warehouseman, wharfinger or commission merchant.

But it is contended that the 4th condition of the policy, which requires property held on storage to be separately and specifically insured as such, takes the complainants' grain out of the operation of the policy. We think this position untenable. Property held "in trust" is covered and the law says, the complainants' grain was held "in trust." The policy, then, would be good without this condition, and the condition becomes repugnant to the written contract. Both cannot stand, and it is well settled that printed conditions or parts of an agreement, must give way before the force of the written portions thereof.

Angell on Ins., Sec. 13.

Arnold on Insurance, P. 80.

Again, if the condition No. 4, relative to property held on storage is to destroy a policy which, under the law, would otherwise be valid under the denomination of goods held in trust, the converse of the proposition must be true, and it would therefore follow in this case, that if the grain had been described in the policy as grain in store, it would be avoided by the defendants claiming that it was property held in trust, and annulled by condition No. 3. In either case the insurers could avoid liability if this construction is to prevail.

But as we have already stated, and as the abstract shows at pages 54 and 72, these conditions are attached to but one of the policies, to wit: The Citizens' Insurance Company, and therefore this question cannot arise as to the Niagara and Unity Companies.

The 3d and last proposition which we deem it necessary to discuss is:

3d. Does the bill of complaint in this cause state such a case as gives the court of chancery jurisdiction?

We think chancery obtains jurisdiction on at least two distinct grounds.

1st, upon the ground of trust, and

2nd, upon the ground of fraud.

As to the first, the facts alleged and admitted show that defendant Moore was the trustee of the complainants. He held the legal title to the property which, in equity belonged to the complainants, and had taken out policies of insurance in his own name on complainants' grain. The insurance monies due on said policies belonged to complainants as the fruits of the money entrusted to Moore, to be invested in grain, but in law the insurance companies were bound to pay to Moore or his assignees, as the policies were taken in his name, and he was the only party known to the insurers. It is true that Moore could have brought suit upon the policies at law, but these complainants could not for reasons already stated. The doctrine that the equitable owner may pursue and arrest a trust fund wherever found or however invested, and that this can only be done in a court of equity is so familiar that it seems unnecessary to refer to authorities upon the subject.

As to the 2nd ground of jurisdiction. It appears by the policies themselves that defendant Moore had taken out policies on complainants' grain, and had made those policies payable to the defendants Norton, Walter & Rogers, to secure for past or subsequent advances, which was in effect securing third parties upon the grain of the complainants. It requires no argument to show that this was a fraudulent transaction, as to these complainants, and such a fraud as courts of equity were established to defeat. Either of these grounds offered abundant jurisdiction for a court of chancery.

"A court of equity has jurisdiction in cases in which policies or their proceeds may be affected by a trust, and to compel a trustee to permit his name to be used, in a suit at law, for the benefit of the persons interested."—Angell on Ins., sec. 385 and 385 a.

The *cestui que trust* is a party in interest to a policy effected by the trustee, and may resort to chancery to enforce the same.—Same, sec. 388.

It may be contended by the defense, that, however fraudulent the conduct of defendant, Moore, may have been, the defendants Norton, Walters & Rogers are innocent and should be protected by the court, by decreeing the payment of the insurance monies to them.

Norton, Walters & Rogers, we think, stand in defendant Moore's shoes, in this transaction. This was not a transfer of commercial paper, which the policy of the law is to protect. They are fraudulent assignees of Moore. The very securities which they took, to wit, the policies of insurance, informed them that it was security on property held by Moore "*in trust*," or "*on commission*," and on property "*sold but not delivered*." They knew by the very terms of their securities, that it was such security as Moore had no right to give, and that in giving it, he committed a fraud upon the parties owning the property "*held in trust*," or "*on commission*," or "*sold but not delivered*."

But, aside from this knowledge of the fraud, and by such knowledge becoming parties thereto, it is well settled, that while third parties are protected in *purchasing* from a commission merchant or factor, they are not protected in taking a pledge of property held by him.

We quote from Edwards as follows, "An agent or factor intrusted with the goods of his principal, cannot at common law pledge the same, so as to authorize the pledgee to hold them for advances made thereon to the factor or agent, even if he suppose the latter to be the real owner of the goods. The contract is to sell and not to pledge the goods.

Edwards on bailment, 117, 118.

Patterson vs Tash, 2 Strange, 1178.

Stevens vs Wilson, 3 Denis, 472.

"It has been established by many decisions, and may be considered as a settled principle of *law*, that a factor cannot pledge so as to transfer his lien to the pawnee."

Graham vs Dyster, 6 Murde and Sel. 1.

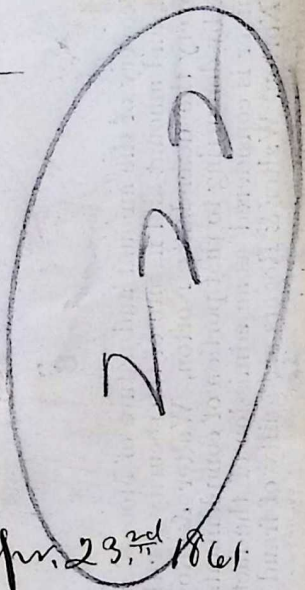
The court will observe that it is alleged in the bill of complaint that Norton, Walter & Rogers were already secured for their advances by shipments of grain by defendant Moore, and that the assignment of the policies to them was with the fraudulent design of keeping the insurance money from the hands of those justly entitled thereto, and to show the truth of these allegations, prays

a discovery of the amount and nature of Moores' indebtedness to them, and amount and nature of the security for the same, which discovery the defendants Norton, Walter & Rogers refuse to make by demurring to that portion of complainants' bill. If that demurrer is considered as an admission of the facts, the defendants Norton, Walter & Rogers are guilty of fraud in fact as well as of fraud in law.

BRACKETT, LUMBARD & SMITH,
Solrs. for Compts. in Error.

Henry Stone et al
v
Robert S. Moore

Brief—



Filed Apr. 23rd 1861

Longp. Ireland
Clerk

Prescott Sumner &
Smith
for Compts in Error

United States of America.
State of Illinois }
County of Cook }

Now before the Honorable George Manierre
Judge of the Seventh Judicial Circuit
of the State of Illinois, and sole presiding
Judge of the Circuit Court of Cook County,
in the State aforesaid, at a term thereof
begun and held at the Court House
in the City of Chicago, in said County
on the third Monday, (being the Eighteenth
day of March in the year of Our
Lord One thousand Eight hundred and
Sixty One, and of the Independence of
the United States the Eighty fifth
Honorable George Manierre, Judge of the
7th Judicial Circuit of the State of Illinois,
Charles Haven. State Attorney

Present.

Anthony L. Hering. Sheriff of Cook County
Attest. William L. Church. Clerk

Be it remembered, that herebefore to-wit:
on the Twenty Sixth day of May in the year of Our Lord
One thousand Eight and Sixty, there was filed in the
Court aforesaid, a certain Bill of Complaint, together
with an Injunction Bond, which said Bill of Complaint

and Injunction Bond. are in words and figures as follows
to-wit:

1 Bill.

Cook County Circuit Court

April Term. A.D. 1860

En. Chancery

To the Honorable George Manwire Judge of the Cook
County Circuit Court. State of Illinois.

En. Chancery sitting

Humly Complaining shews unto your
Honor, your Orators Henry Stone and Abiah P. Couch
of the County of Grundy and State of Illinois, and who
were at the several times and places hereinafter mentioned
partners in business under the firm name and style of
Stone and Couch—

That sometime in the month of December
A.D. 1859. your Orators placed in the hands of one
Robert. B. Moore of Wavanna in the County of Mason
and State of Illinois, and whom your Orators pray
may be made a party defendant hereto, the sum of
Nine hundred dollar. for the purpose of investing the
same in corn for the benefit and on behalf of your
Orators, and that said Moore accepted & received
said monies from your Orators for that purpose.

And your Orators further shew
that afterwards and before the first day of February

3
A. D. 1860, your Orators placed in the hands of said Moore for like purpose, the additional sum of One thousand and fifty dollars, and that shortly after the delivery of said sums of money by your Orators as aforesaid, the said Moore invested said sums in Corn and stored the same in his Warehouse at said Havana for the use of your Orators, which said investments so made as aforesaid are evidenced by two Warehouse Receipts of said Moore, Copies whereof are hereto attached and marked. Exhibits A & B

And your Orators further shew unto your Honor that afterwards and on or about the first day of April A. D. 1860. the said Warehouse and the Entire Contents thereof were destroyed by fire, That at the time of such destruction of said Warehouse the grain and produce therein was insured for a large amount and as your Orators are informed & believe for the amount of about Twenty Five thousand dollars, and as your orators are informed and believe the said Insurance risks were taken by the following named Companies. to-wit: The "Citizens Fire Insurance Company," the "Hagira Insurance Company," the "Unity Insurance Company," the "Peoria Marine and Fire Insurance Company," and the "Western World Insurance and Trust Company," all of which said Companies are located or have agencies in

44
the City of Chicago. County of Cook and State of Illinois, and all which Companies your Orators pray may be made parties defendant hereto, but what amount or portion of said risks was taken by Each of said Companies. Your Orators are not informed and cannot state, and your Orators pray that Each of ^{the} said Insurance Companies may disclose and discover the amounts of said risk covered by their respective policies. —

And your Orators further Complainings shew unto your Honor, upon information and belief that Horace Norton, Joel L. Walter and Edward R. Rogers composing the firm of Norton & Walter & Rogers of the City of Chicago in said County of Cook, whom your Orators pray may also be made parties defendant hereto have taken an assignment of some or all of said Policies of Insurance from said Morris for the purpose of placing the said trust fund, arising from said Corn so measured and destroyed beyond the reach of your Orators. — That the monies so due from said Insurance Companies on said Insurance policies, remain as yet unpaid and in the hands of said Companies: That the said Morris and the said Norton, Walter & Rogers are negotiating a settlement of said policy claims, and that when said policies are adjusted the whole amount due and coming thereon by said Insurance Companies will

5
to be paid into the hands of said Norton, Walter and Rogers.

And your Orators further shew unto your Honor upon information and belief, that the said firm of Norton, Walter and Rogers had previous to the destruction of said Warehouse by fire as aforesaid procured a Policy of Insurance for a large amount upon the Grain and Produce in said Warehouse in their own names, but that said Policy was procured and the premium therefor paid by said Moore.

And your Orators further shew upon information and belief, that the said Moore was in the almost daily practice of shipping Grain and produce from his said Warehouse to said Norton, Walter and Rogers, and that he had so made heavy shipments but a short time previous to the destruction of his said Warehouse as aforesaid.

And your Orators further shew upon information and belief that the said Moore has Collied and is Collieding with said Norton, Walter and Rogers for the purpose of putting his property and Effects and the said trust funds beyond the reach of your Orators, unless the said Norton, Walter and Rogers be restrained from receiving the amounts due on said policies of Insurance as aforesaid, and unless the said Insurance Companies be restrained from paying

over the monies due on said policies either to the ^{said} order of said Moore or to the said Norton. Walter and Rogers or their order, the said trust fund will become wholly lost to your Orators: And your Orators upon information and belief, further Charge that said defendants Norton, Walter & Rogers, pretend that said Moore was and is largely indebted to them for advances made, that said assignment of said policies were made to secure the same, when in truth and fact your Orators Charge that said Norton, Walter and Rogers held and hold a large amount of property of said Moore on Commission and that the same as your Orators are informed and believed and upon such information and belief Charge as fact to be of much greater value than of said indebtedness -

And your Orators Expressly Charge that the value of the said Grain mentioned in the said Exhibits hereto attached, at the time of the said fire, was the sum of Two thousand and four hundred dollars; That the same was covered by said policies of Insurance, that the said ~~2400~~ ²⁴⁰⁰ being a portion of said money to due from said Insurance Companies, arising from the loss of said Grain - That the money to due ^{and} arising from the loss thereof, is in Equity and good Conscience a trust fund in the hands or possession of said Companies, belonging to your Orators

That your Orators have an Equitable Lien thereon as being
the product of their money, so placed in trust in the
hands of the said defendant Moore, and so invested
in said grain, so insured, and so destroyed by said fire.
All of which actings and doings of the said defendants
are contrary to Equity and good Conscience, and tend
to the manifest wrong and injury of your Orators in the
premises;

Inasmuch therefore as your Orator
is remediless under the Common law and the strict rules
thereof, and can only have relief in a Court of Equity
where such matters are properly Cognizable and re-
lievable. they therefore pray. That said defendants
Each and Every of them be Compelled to answer this
your Orators Bill of Complaint under Oath Each
and Every of them Except the said defendant Moore
whose Oath is hereby Expressly waived pursuant
to the Statute — That the said defendants the
said Insurance Companies and Each of them severally
disclose and set forth the policies of Insurance
issued and Exhibiting, to said Moore and to
said defendants Norton, Walter Rogers or or
pertaining to said grain or property in said Warehouse
Each giving Copies of said policies of Insurance
in their Answers hereto.

That said Defendants Norton

8
Walter Rogers in their answer hereto be required specifically to disclose and state what, if any, assignment or assignments they have or hold executed by the said Moore to them of any either or any of said policies of Insurance, when and upon what condition if any the same were executed, giving copies thereof in their answer hereto, and what amount if any is at this time due to them from Moore - when and for what the same accrued - what property and the value thereof if any, they hold in commission or in trust for the said Moore, and what their advances if any upon said property have been, and when made, stating amounts and dates, and that they exhibit a full accurate exhibit of their transactions with said Moore relative to said advances, if any made, and said policies of Insurance, and whether or not the said Moore paid the premium for the policy issued in their names -

And that the said defendant Moore be compelled to answer each and every the allegations in this your Orators Bill of Complaint contained without Oath, the Oath of said Moore being expressly waived -

That process issue herein against each and every of said defendants - That each and every of said Insurance Companies be

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7
referred enjoined and restrained from paying over to the said defendants Norton. Walter Rogers. or to the said defendant Moore or to their agents or attorneys or assigns, any monies whatever under said policies or either of them -

That the said defendants Norton. Walter Rogers be Enjoined and restrained from receiving any monies whatever arising from or under said policies from said Insurance Companies or Either of them or and from assigning or disposing of said policies or Either of them.

That the said defendant Moore be Enjoined and restrained from receiving any moneys whatever arising from or under said policies of Insurance or Either of them; And that such other & further relief be granted your Orator upon a final hearing thereof as Equity and good conscience shall dictate

Edw H Brackett
Counsel.

W.B. Couch

State of Illinois }
County of Cook }

Wm B. Couch being duly sworn deposes and says that he has heard read the above and foregoing Bill of Complaint by him subscribed and that the same is true of his own knowledge except as to those things therein stated to be on information

and belief, and as to these he believes it to be true
subscribed & sworn to W. B. Couch
before me this 26th day
of May A.D. 1860
S. L. Paine Treasurer

Master in Chancery. Look to

Let the writ of injunction issue in conformity with the
prayer in the above and foregoing Bill of Complaint
the Complainant filing a bond in the penalty of
One thousand dollars with J. W. Cleveland &

C. Aspell as purties

To the clerk of the
Circuit Court. Look to

George Manierre
Judge of Federal
Circuit Ct.

Exhibit A.

Barana, Jan 7th 1860
Received in store for act of Stone & Couch. Three thousand
Bushels of Corn. subject to only their order
R. S. Moore

Exhibit B.

Barana, Feb 2/1860
Received in store for act of Stone & Couch. Three thousand
Bushels of Corn subject to their order only
R. S. Moore

6
Injunction Bond.

Know all men by these presents
That we Henry Stone Uriah P. Couch. J. W.
Cleveland & Le. S. Aspell are held and firmly bound
Robert S. Morris, ^{Horace} Norton, Joel W. Walter, Edward
R. Rogers the "Citizen Fire Insurance Company" the "Niagara
Insurance Company," the "Unity Insurance Company" the "Pena
Marine and Fire Insurance Company" & the "Western World
Insurance and Trust Company" Executors, administrators
and assigns, in the penal sum of One thousand Dollars
lawful money of the United States, for the payment of
which said sum, well and truly to be made, we
bind ourselves, our Executors and administrators jointly
severally and firmly by these presents.

Sealed with our seals, and
dated at Chicago, this 26th day of May A.D. 1860.

The Condition of the above obli-
gation is such that whereas the above bounden Henry Stone
and Uriah P. Couch have on the day of the date hereof
filed their Bill of Complaint on the Chancery side of the
Circuit Court of Cook County, State of Illinois, against
Robert S. Morris, Horace Norton, Joel W. Walter,
Edward R. Rogers the "Citizen Fire Insurance Company"
the "Niagara Insurance Company" the "Unity Insurance
Company" the "Western World Insurance & Trust
Company" defendants therein, on which an Injunction

has been granted to Enjoin and restrain the said defendants from further proceeding to collect or pay over the monies or any of them recited and set forth in said bill of Complaint: and said Injunction being now about to be issued out of said Court returnable on the — Monday of June next to the — term of said Circuit Court

Now therefore if the said Henry Stone and Uriah B. Couch the Complainants in said Bill, shall prosecute said cause with Effect and in case the said Injunction shall be dissolved in whole or in part, shall well and truly pay the said defendants whatever damages they may have sustained by reason of said Injunction, together with such damages as may be awarded by said Circuit Court against the said Complainant upon the dissolution of said Injunction, then the above obligation to be void otherwise to be and remain in full force and virtue.

Henry Stone

Uriah B. Couch.

J. H. Cleveland

H. S. Aspell

Seal

Seal

Seal

Seal

Endorsed

Approved L. C. Paine Treas. Master
in Chancery. Look to

And afterwards, to-wit: on the 26th day of May in the year last aforesaid, there was issued out of the Court aforesaid, and under the seal thereof, the people writ of Injunction and summons, directed to the Sheriff of Mason County to Execute, which said writs of Injunction and summons, are in words and figures following, to-wit:

"State of Illinois }
County of Cook }

The People of the State of Illinois
To Robert S. Morris — Boston, Joel B. Walter
Edward R. Rogers, The Citizens Fire Insurance
Company, The Magna Insurance Company, The Unity
Insurance Company, The Peoria Marine and Fire
Insurance Company and the Western World Insur-
ance and Trust Company, and to your Attorneys -
Solicitors, Agents and servants, and to Each and
Every of them; Greeting,

Whereas it hath been represented
to the Honorable George Manierre Judge of the Seventh
Judicial Circuit ~~Illinois~~ of the State of Illinois,
and sole presiding Judge of the Circuit Court of
Cook County, in said Circuit, and State aforesaid
on the part of Henry Stone and Uriah B. Couch
Complainant in their certain Bill of Complaint —

14
Exhibited before the said Judge, and filed in said Court, against you the said Robert S. Morris, Norton, Joel L. Walter, Edward R. Rogers, The Citizens Fire Insurance Company, the Niagara Insurance Company, the Unity Insurance Company, the Peoria Marine and Fire Insurance Company, and the Western World Insurance and Trust Company, to be relieved touching the matters therein complained of, in which said Bill it is stated, among other things, that you are combining and confederating with others to injure the complainant touching the matters set forth in said Bill, and that your actings and doings in the premises are contrary to Equity and good conscience, And the said Judge having under his hand Endorsed upon said Bill an order that a writ of Injunction issue out of said Court according to the prayer of said Bill; We therefore in consideration thereof, and of the particular matters in said Bill set forth. Do strictly Command you the said Robert S. Morris Norton, Joel L. Walter, Edward R. Rogers the Citizens Fire Insurance Company, The Niagara Insurance Company, the Unity Insurance Company the Peoria Marine and Fire Insurance Company and the Western World Insurance & Trust Company and the persons before mentioned, and each and every of you, that you do absolutely desist and refrain

from paying over to — Norton and Joel L. Walter
and Edward R. Rogers and Robert S. Moore or
either of them, any money whatever on or under a policy
of insurance heretofore issued by you the said Insurance
Companies respectively to the said Robert S. Moore
or to said Norton, Walter and Rogers on certain
property heretofore in the warehouse of said Moore
situated in Waukegan in Mason County Illinois, which
insured property was heretofore consumed by fire.
And you the said Norton & Joel L. Walter & Edward
R. Rogers & Robert S. Moore are Each of you En-
joined and restrained from receiving or collecting any
of said Money on any of the policies of ~~Insurance~~ said
Companies for or on account of the loss of said property
until this Honorable Court in Chancery sitting, shall
make other order to the contrary — Whereof fail not
under the penalty of what the law directs

To the Sheriff of Mason
County to execute, and return in due form of law.

Witness, William L. Church, Clerk of our
said Circuit Court, and the seal thereof
at Chicago in said County, this 26th day of
May. A. D. 1860.

Seal

W. L. Church Clerk

16
Summons to Mason County

"State of Illinois }
County of Cook }

The People of the State of Illinois to the
Sheriff of Mason County. Greeting,
We command you that you summon Robert B. Moore
Morace Norton, Joel B. Walters, Edmond M. Rogers,
The Citizens Fire Insurance Company, The Niagara
Insurance Company, The Unity Insurance Company, The
Peoria Marine and Fire Insurance Company, The
Western World Insurance and Trust Company, if
they shall be found in your County, personally to be
and appear before the Circuit Court of Cook
County, on the first day of the next term thereof, to be
holden at the Court House, in Chicago, in said
County of Cook on the third Monday of June next
to answer unto Henry Stone and Frank D. Couch
in their certain Bill of Complaint filed in the said
Court on the Chancery side thereof.

And have you then and there this
writ, with an Endorsement thereon, in what manner
you shall have Executed the same.

Witness, William L. Church, Clerk of our said
Court, and he seal thereof, at Chicago a fore-
said the 26th day of May. 1860
Wm L Church Clerk

9
And afterwards to-wit: on the same day and year last aforesaid, there was issued out of and under the seal of said court, the people writ of Injunction and summons, directed to the sheriff of said Cook County to Execute, in words and figures following. to-wit—
Injunction to Cook County—

"State of Illinois }
County of Cook }

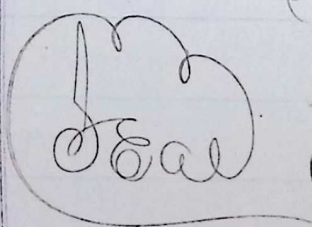
Robert B. Moore
The People of the State of Illinois to —
Horton, Joel L. Walter, Edward R. Rogers, the Citizens Fire Insurance Company, the Niagara Insurance Company, the Unity Insurance Company, the Peoria Marine and Fire Insurance Company, and the Western World Insurance Company and to your Attorneys, Solicitors, Agents and Servants, and to Each and Every of them Meeting —

Whereas it hath been represented to the Honorable George Manierre Judge of the Seventh Judicial Circuit of the State of Illinois, and sole presiding Judge of the Circuit Court of Cook County in said Circuit, and State aforesaid, on the part of Henry Stone and Uriah B. Couch Complainant in their certain Bill of Complaint—Exhibited before said Judge and filed in said Court against you the said Robert B. Moore, — Horton, Joel L.

Walter, Edward R Rogers, The Citizens Fire Insurance Company, The Niagara Insurance Company, the Unity Insurance Company, the Peoria Marine and Fire Insurance Company, and the Western World Insurance Company. to be relieved touching the matters ~~and things~~ therein complained of, In which said bill it is stated, Among other things, that you are combining and confederating with others, to injure the complainant, touching the matters set forth in the said Bill, and that your actings and doings in the premises are contrary to Equity and good Conscience.

And the said Judge having under his hand endorsed upon said bill an order that a Writ of Injunction issue out of said Court according to the prayer of said bill, We therefore in consideration thereof, and of the particulars matters in said bill set forth. Do strictly Command you the said Robert. B. Woods, — Norton, Joel B. Walter Edward. R. Rogers the Citizens Fire Insurance Company, the Niagara Insurance Company, the Unity Insurance Company, The Peoria Marine and Fire Insurance Company, and the Western World Insurance and Trust Company and the persons before mentioned and each and every of you, that you do absolutely desist and refrain from paying over to — Norton Joel B. Walter, & Edward R Rogers, and Robert

S. Moore or either of them any money whatever on or
 under a policy of insurance heretofore issued by you
 the said insurance Companies respectively to the said
 Robert S. Moore or to said Horton, Walter and Rogers
 on certain property heretofore in the Warehouse of said
 Moore, situated in Waukegan, Mason County Illinois
 which insured property was heretofore consumed by
 fire, and you the said — Horton, Joel L. Walter
 and Edward R. Rogers and Robert S. Moore and
 Each of you are enjoined and restrained from re-
 ceiving or collecting any of said money arising on any
 of the policies of said Companies for or on account of
 the loss of said property until this Honorable Court in
 Chancery sitting, shall make other order to the Contrary
 Hereof fail not under the penalty of what the Law directs,
 To the Sheriff of said County to
 Execute and return in due form of Law.



Witness, William L. Church, Clerk of said
 Circuit Court, and the Seal thereof at Chicago
 in said County this 26th day of May. A.D. 1860
 Wm L Church. Clerk

Summons to look County,

State of Illinois }
 County of Cook }

The People of the State of Illinois to

220
the Sheriff of said County, greeting,
We command you that you summon Robert J. Moore
Horace Norton, Joel L. Walter, Edward H. Rogers
The Citizens Fire Insurance Company, The Niagara In-
surance Company, The Unity Insurance Company, The
Peoria Marine and Fire Insurance Company, The
Western World Insurance and Trust Company if they
shall be found in your County, personally to be and appear
before the Circuit Court of Cook County on the first day
of the next term thereof, to be holden at the Court House
in Chicago, in said County of Cook on the Third
Monday of June next, to answer unto Henry Stone
and Uriah B. Bouch in their Certain Bill of
Complaint filed in said Court, on the Chancery side thereof.
And have you then and there this writ, with an Endorsement
thereon, in what manner you shall have Executed the same.

Done

Witness. William L. Church. Clerk of our said
Court, and the Seal thereof at Chicago, aforesaid
the 26th day of May A. D. 1860
Wm L Church Clerk

And afterwards, to-wit: on the 31st Day
of May in the year last aforesaid, said writs of Injunction
and summon, ~~was~~ issued to the Sheriff of said Cook County
were returned into the Court aforesaid by said Sheriff
of Cook County. Endorsed as follows. to-wit—

11
21
Return on Injunction writ to look County

I have served this writ on the within named, The Citizens Fire Insurance Company, by reading and delivering a Copy thereof to H. B. Wilmarth agent of said Company, The Niagara Insurance Company and ~~and~~ the Unity Insurance Company by delivering a copy thereof to Alfred James agent of said companies and on the Scotia Marine and Fire Insurance Company by delivering a copy thereof to J. Augustus Wright agent of said Company, and on the Western World Insurance and Trust Company by delivering a copy thereof to George W. Hazleton, President of said Company, all of the above services done on the 26th day of May A.D. 1860. Also served on the within named Robert S. Moore, Joel S. Waller and Edward R. Rogers by delivering a copy thereof to said Rogers on the 28th to Moore on the 29th and to said Waller on the 31st day of May A.D. 1860. The within named — Norton not found in my County—

Fees.	8. services	4.00	
	8 Copies	4.00	
	Mileage	80	
	1 Return	11	\$8.90

John. Gray. Sheriff
By Frank Sumbard Deputy

Return on summons to look County

" I have served this

22
 within writ on the within named. The Citizens Fire Insurance Company, by reading and delivering a copy thereof to H. B. Wilmarth agent of said Company, The Niagara Insurance Company, and the Unity Insurance Company by delivering a copy thereof to Alfred James agent of said Companies, and on the Peoria Marine and Fire Insurance Company by delivering a copy thereof to J. Augustus Wright agent of said Company, and the Western World Insurance and Trust Company by delivering a copy thereof to George W. Hazleton President of said Company and on Robert D. Moore, Joel C. Walter, and Edward K. Rogers by delivering a copy thereof to each of them this 31st day of May A.D. 1860. The within named. — Norton not found in my County

Fee. 8 Service 4.00
 8 Copies 4.00
 Mileage 80
 1 Return 10/ 8.90

John Gray Sheriff
 By Frank Humbard Deputy

And afterwards, to-wit: on the First day of June in the year last aforesaid, said defendants by Gandy and Watts their Attorneys filed in said Court, a certain Motion to dissolve injunction, in words and figures following, to-wit:—

"State of Illinois, County of Cook.
 Circuit Court, May Term, 1860

Henry Stone. Et al }
Robert S. Moore Et al } In Chancery

The defendants come by their
solicitors & move the Court to dissolve the Injunction
herein, and in support thereof assign the following reasons
to-wit:

1st The Bill contains no such statement of facts as
justifies an injunction

2^d The Bill does not show a case where a Court of
Chancery has jurisdiction -

3^d If the Complainants have any rights they can be
enforced in a Court of law,

4th The Complainants have no interest in the said
Insurance policies or the moneys due thereon as shown by
said policies brought into Court ready to be produced
and shown

Goudy & Wauke
Deft's Solicitors

And afterwards to-wit: on the 8th
day of June in the year last aforesaid, said writs of
Injunction and summons heretofore issued to the Sheriff
of Mason County, were returned into said Court by
said Sheriff of Mason County, Endorsed ^{Respectfully} as follows
to-wit:

Return of Injunction writ to Mason County.

I served this writ on the writtee named Robert S. Moore by reading & delivering a copy of the same to him. the balance of the defendants not found in my County the 5 day of June 1860

Fee. Service 50

Copy 50

Mileage 5

Return 10 1.15

J. L. Wainwright
Sheriff

Return on the summons to Mason County.

I served this writ on the writtee named Robert S. Moore by reading the same and delivering a copy thereof to him. the other defendants not found in my County the 5 day of June 1860.

Fee. Service 50

Copy 50

Mile 5

Return 10 1.15

J. L. Wainwright
Sheriff

And afterwards to-wit: on the 20th day of June in the year last aforesaid. said defendant Robert S. Moore by Gandy and Maile his solicitors - filed in said Court his separate Answer in word and

figure following to-wit

"State of Illinois, County of Cook.
Circuit Court June Term. 1860.

Henry Stone & Co }
Plaintiffs

Robert B. Moore & Co }
Defendants

The separate Answer of Robert B. Moore, one of the Defendants to the Bill of Complaint of Henry Stone & Co. against the said Robert B. Moore & Co. & others.

And the said Robert B. Moore saying and reserving to himself all benefit and advantage from the many uncertainties and inefficiencies in the said Bill of Complaint; not admitting the sufficiency of said Bill, but alleging that the same and the matter and things therein contained are not sufficient to require an answer to the same from this Respondent.

For answer to the said Bill or so much thereof as he is advised is material or necessary to be answered unto faith, as to that part of the bill which states that the complainants placed in the hands of this Respondent certain sums of Money in the Bill mentioned for the purpose of investing &c. this Respondent denies the same as stated in said Bill but he states the fact to be, that at the time mentioned and for a long time before this Respondent

was keeping a Warehouse for the storing of grain, produce and goods at Mavanna ~~Mass~~^{Mass} County Illinois on the Illinois River, for hire, and also in buying and selling grain and produce for himself, and also for others on Commission, for hire, and Compensation & also doing a forwarding business, that the Complainants paid to James W. Hale of the same place in December last the sum of Nine hundred dollars, and made a Contract with him to purchase therewith and store Corn on Commission for the Compensation of five Cents per bushel, that the said Hale purchased some of the Corn and then turned over the Contract to this Respondent, he accepting and agreeing to complete it, that this Respondent purchased with the said sum of Nine hundred dollars, together with what said Hale had obtained three thousand Bushels of Corn at thirty Cents per bushel, and expecting and intending to charge and receive as a Commission Merchant the said sum of five Cents per bushel when the grain was shipped according to order, and that afterwards, on the 7th day of January 1860 this Respondent having the said three thousand Bushels in store in his warehouse for the Complainants, executed and delivered the receipt, a copy of which is marked Exhibit A, and thereafter until the same was destroyed by fire held the same under and by virtue

of the paid receipt and not otherwise; and at the same time the Complainants paid to this Respondent one thousand dollars to purchase and store on Commission for the same Compensation as aforesaid more corn, and that afterwards this Respondent not having been able to buy on the terms Complainants had desired, the said Complainants directed this Respondent to furnish them corn at thirty five Cents Exclusive of Commission. so that it would only cost them forty Cents per bushel including Commission, which this Respondent did by giving him the receipt set out in the Bill as Exhibit B, for corn then on store in this Respondent's Warehouse & the Complainants paid fifty dollars more to make the price of thirty five Cents leaving five Cents per bushel as Commission to be paid afterwards; And this Respondent avers that the said Commission have not been paid by the Complainants—

And this Respondent admits the Warehouse as stated with its contents was destroyed by fire & states that the same was so destroyed on 16th March, 1860.—

And as to that part of the ^{said} Bill which states that the grain and produce in said warehouse was insured, this Respondent admits that he had taken up policies of Insurance

from Each of the Companies named in the Bill, and that they covered a portion of the grain destroyed in said Warehouse, but what portion this respondent is advised is a question of law, and as a full answer to all of that portion of the Bill this respondent sets out copies of the said policies Marked Exhibits 1-2-3-4-5 and makes them a part of this his answer.

And this Respondent admits that he has assigned One of the said policies to Norton Walter and Rogers to-wit: that issued by the Peoria Marine and Fire Insurance Company and gives with the said Exhibits copies of the said assignment as a part of his answer, but he denies that such assignment was made for the purpose of placing the money due thereon beyond the reach of the Complainants. And this respondent admits that the money is yet unpaid by the said Insurance Companies and that this Respondent and Norton Walter and Rogers are negotiating a settlement of the policies and that the money will be paid to Norton Walter and Rogers.

And this respondent denies that he is colluding with or has colluded with Norton Walter and Rogers or any other person to place the said money or his property or effects beyond the reach of the Complainants and he denies that he

29
 owes one dollar to the Complainants or ⁱⁿ any respect
 liable to them for said grain so destroyed as aforesaid
 and if the said Complainants are entitled to any portion
 of the insurance money to cover their loss this Re-
 spondent is perfectly willing that the same shall be
 paid and will do all he can to aid them in se-
 curing themselves from loss.

And as to all that portion of
 the Bill relative to the account between this Re-
 spondent and the said Norton, Walter and Rogers
 and the transactions between them and the indebtedness
 between them, this Respondent demurs and says he is
 not by the rules of Equity bound to answer the same.

And this Respondent admits
 that the loss of Complainants grain destroyed was
 worth \$2400.

And as to that part of the said
 Bill which claims that the Complainants are covered
 by the said Insurance policies and that they have
 an Equitable lien, this Respondent says that the
 only insurance policies had or held by him or by
 Norton, Walter and Rogers are those heretofore
 referred to & copies of which are hereto attached
 as Exhibits 1-2-3-4 & 5 and this Respondent not
 being learned in the Law cannot answer as to these
 allegations of said Bill and submits all such

all ~~such~~ questions to this honorable Court,

And all other matters and things material or necessary to be answered unto and not herein sufficiently admitted or denied or avoided the Respondent denies the same to be true as stated in the said Bill.

And now having sufficiently answered, this Respondent prays that the said Injunction be dissolved, and he dismissed hence with his Costs in this behalf Expended or

R. S. Moore.

State of Illinois }
County of Cook }

Robert S. Moore being duly sworn deposes and says, that he has heard read the foregoing Answer and that the matters and things therein set forth and stated are true in substance and fact. R. S. Moore

Subscribed & sworn to }
before me this 1st day of }
June, 1860. W. S. Church }

No. 1.

Incorporated, 1836.

No. 49820.

The Citizens Fire Insurance Company -

By this Policy of Insurance.

In consideration of Twenty Dollars to them paid by the insured hereinafter named on the receipt whereof is hereby acknowledged, do insure R. E. Moore. Against loss or damage by Fire To the Amount of Four thousand dollars. On grain his corn or held by him in trust or on commission or sold, but not delivered contained in the frame Warehouse known as Moore Warehouse, situated at Karanna Mason Co Illinois. Loss if any payable to Norton, Walter & Rogers. All as herein permitted without notice untill Regd.

And the said company do hereby promise and agree to make good unto the said insured, his Executors, Administrators and assigns, all such loss or damage not exceeding in amount the sum insured, as shall happen by fire to the property as above specified during the term of three months, to-wit from the twenty-fifth day of January one thousand Eight hundred and sixty. At 12 o'clock at Noon, until the twenty-fifth day of April One thousand Eight hundred

and fifty. (at 12 O'clock at noon). the said loss or damage to be Estimated according to the actual Cash value of the said property, at the time the same shall happen, and to be paid within sixty days after due Notice and proof thereof made by the insured in Conformity to the Conditions annexed to this policy, unless the property be replaced, or the Company has given Notice of its intention to rebuild or repair the damaged premises.

Provided always, and it is hereby declared that this Corporation shall not be liable to make good any loss or damage by fire which may happen by means of any invasion, insurrection, riot or civil commotion or of any military or usurped power, And provided further that if any other insurance has been or shall hereafter be made upon the said property and consented to by this Company in writing hereon or if the said property shall be sold or conveyed or if the policy shall be assigned without the Consent of the Company obtained in writing hereon, or if the assured shall make any attempt to defraud the Company then and in Every such case, this Policy shall be null and void. In Case of loss the insured shall not recover on this policy any greater proportion of the loss or damage sustained to the subject insured than the amount hereby insured shall bear to the whole amount insured on said property. And

if the above mentioned premises, at any time during the period for which this policy would otherwise continue in force shall be used for the purpose of carrying on therein any trade or occupation or for storing or keeping therein any article goods or merchandise denominated hazardous or Extra hazardous or specially hazardous in the second class of the classes of hazards annexed to this policy. Except as herein specially provided for or hereafter agreed to by this Corporation in writing upon this policy. From thenceforth so long as the same shall be so used this policy shall be of ^{force of} no effect. And it is moreover declared that this insurance is not intended to apply to or cover any Books of accounts, written receipts, deeds or other Evidences of title to property, nor to bonds, bills, notes or other Evidences of debt, nor to Money in Bullion; and that Carb curiosities, Engravings, jewelry, jewels, medals, models, Musical and Scientific instruments (Piano fortes in dwelling houses Excepted) paintings patterns plate, pictures, precious stones, printed music, prints, sculptures, Statuary and matches are not deemed to be included in any insurance unless particularly specified in writing in the policy —

☞ Whenever gunpowder, or any other article subject to legal restriction shall be kept in said premises in quantities greater than the law allows, or

if the above mentioned premises, at any time during the period for which this policy would otherwise continue in force shall be used for the purpose of carrying on therein any trade or occupation or for storing or keeping therein any article goods or merchandise denominated hazardous or Extra hazardous or specially hazardous in the second class of the classes of hazards annexed to this policy. Except as herein specially provided for or hereafter agreed to by this Corporation in writing upon this policy. From thenceforth so long as the same shall be so used this policy shall be of ^{force of} no effect. And it is moreover declared that this insurance is not intended to apply to or cover any Books of accounts, written receipts, deeds or other Evidences of title to property, nor to bonds, bills, notes or other Evidences of debt, nor to Money in Bullion; and that Carb curiosities, Engravings, jewelry, jewels, medals, models, Musical and Scientific instruments (Piano fortes in dwelling houses Excepted) paintings patterns plate, pictures, precious stones, printed music, prints, sculptures, Statuary and matches are not deemed to be included in any insurance unless particularly specified in writing in the policy —

☞ Whenever gunpowder, or any other article subject to legal restriction shall be kept in said premises in quantities greater than the law allows, or

in any manner different from that proscribed by law unless said use or keeping is specially provided for herein, this policy shall be null and void.

If steam power be used in or about said premises and the boiler burst, or if any property hereby insured be struck by lightning, or damaged by Explosion from any cause whatever, this Company shall not be liable unless fire ensues, and then for loss by fire only.

This policy is made and accepted in reference to the terms and Conditions herein named contained and hereto annexed, which are hereby declared to be a part of this Contract.

In witness whereof, the Citizens Fire Insurance Company, have caused these presents to be signed by their President, and attested by their Secretary in the City of New York, this twenty fifth day of January, in the year of Our Lord One thousand Eight hundred and fifty

Attested,
Not binding unless countersigned by W.B. Wilmarth, Agent.

E. H. Wallon Secretary
J. M. McLean President
W. B. Wilmarth Agent—

Conditions of this Insurance

I. If any person Effecting ~~this~~ Insurance in this Company shall make any misrepresentation or Concealment touching the risk to be assured, or if during the Existence of this policy, or any renewal thereof, the risk shall be increased by any means within the Control of the assured, or by the occupation of the premises, for more hazardous purposes than are permitted by this policy; or if the assured at or before the taking of any renewal, shall fail to notify the Company in writing, of any increase of the hazard whether within or without the premises, this policy shall be void. Every renewal shall be deemed to be made on the faith of the representation on which the original policy was granted, unless superseded by a new description of the risk.

II. This Insurance may be terminated at any time at the request of the assured, in which case the Company shall retain, only the customary short rates for the time the policy has been in force. The insurance may also be at any time terminated at the option of the Company, on giving Notice to that effect and refunding a ratable proportion of the premium for the unexpired term of the policy.

III. If the property to be insured be held in trust or on Commission, or be a leasehold, or other interest not absolute, it must be so represented to the Company.

and Expressed in the policy in writing; otherwise the insurance as to such property shall be void, and in case of loss, the names of the respective owners shall be set forth in the preliminary proofs of such loss, with their respective interests therein,

IV Goods held on store must be separately and specifically insured

V No insurance whether original or continued shall be considered as binding until the actual payment of the premiums—

VI It is agreed that the person or persons, if any other than the assured, who have procured this insurance to be taken by this Company shall be deemed to be the agent or agents of the assured and not of this Company in any transaction relating to this insurance—

VII If at the happening of any fire the assured shall have insurance under a floating policy or policies not specific but covering goods generally in various places not designated, and yet within limits which include the premises or property herein insured such policy as between the assured and this Company shall be considered as covering any excess of found value of the subject insured beyond the amount covered by the specific insurance as therein; and to determine the amount for which this Company is liable in case of loss such floating policy

shall be considered as insurance on the property to the extent of such Excess.

VIII In case of fire or Exposure to loss or damage thereby, the insured shall use their best Endeavors to save and protect the property, and the Company shall not be liable for any loss sustained in consequence of neglect to do so; and it is mutually understood that there can be no abandonment to the insurers of the subject insured —

IX Persons sustaining loss or damage by fire shall forthwith give notice thereof in writing to the Company, and as soon after as possible. They shall deliver a particular account of the loss & damages as the Nature of the Case will admit, signed with their own hands. And they shall accompany the same with their oath or affirmation declaring the said account to be true and just. showing also the ownership of the property insured, what other insurance if any existed on the same property, and giving a copy of the written portion of the policy of each Company; what was the whole cash value of the subject insured, in what manner the building insured or containing the subject insured and the several parts thereof were occupied at the time of the loss; who were the occupants of each building and when and how the fire originated, so far as they

Know or believe, they shall also produce a Certificate under the hand and seal of a Magistrate, or notary public, most Contiguous to the place of the fire and not concerned in the loss stating that he has Examined the Circumstances attending the fire or loss or damage alleged, that he is acquainted with the Character, and Circumstances of the Claimant, and that he truly believe that such Claimant has by misfortune and without fraud, or Evil practice sustained loss and damage to the subject insured to the amount which such Magistrate or Notary shall Certify.

When Merchandise and other personal property is partially damaged, the insured shall forthwith cause it to be put in as good order as the Nature of the Case will admit, assorting and arranging the various Articles according to their Kind; separating the damaged from the undamaged and shall cause an inventory to be made and furnished to the Company of the whole, Naming the quantity and Cost of Each. The amount of found value and of damage shall then be ascertained by the Examination and Appraisal of Each article by disinterested appraisers mutually agreed upon. Whenever required in writing, the assured or person Claiming shall Exhibit his books of accounts and other vouchers to the insurers or their agent at the Office of the Company and permit Copies thereof to

also
 be made, and shall ^{also} Exhibit to any persons named by the Company and shall permit to be Examined by them any property damaged on which loss is claimed or any property saved which was insured by this policy and until such proofs, declarations & certificates are produced and such appraisals and Examination of property and accounts permitted by the Claimant the loss shall not be payable. In case of claim for loss or damage on a policy assigned. When there is no actual sale or transfer of the property insured proofs of loss shall be made by the assured in conformity with the Conditions of this policy in like manner as if no assignment had been made; after which this policy shall be void. The Cash value of the property destroyed or damaged by fire shall be deemed to be such as it may cost at the time of the fire to replace the same -

X In case of any loss or damage to the property insured, it shall be optional with the Company to replace the same articles lost or damaged with other of the same kind and quality, or to take the goods at their appraised value or to rebuild or to repair the building or buildings within a reasonable time: giving notice of their intention to do so within thirty days after having received the preliminary proofs of loss required by these Conditions

XI In Case difference shall arise concerning the amount of any loss or damage, the matter at the written request of either party shall be submitted to the judgment of disinterested arbitrators mutually chosen, whose award shall be binding on the parties as to such amount, but such award shall not decide the liability of this Company under this policy.

XII All fraud or attempt of fraud by false swearing or otherwise shall cause a forfeiture of all claim on this Company under this policy.

No. 2.

Number 11.

Am't. Insd. \$ 5,000

Rate 4 1/2 %.

Premium \$ 230.00

The Peoria Marine & Fire Insurance Company.

Peoria Illinois

By this Policy of Insurance, the Peoria Marine and Fire Insurance Company - In consideration of Forty Dollars to them paid by the assured hereinafter named the receipt whereof is hereby acknowledged Do hereby insure Robert S. Moore against loss or damage by fire to the amount of Five thousand dollars One Five thousand Bushels of Wheat in store in in your Storey Wooden Warehouse situated on Solo

No. Four and Five in Block No. fifty two (52) in the town of Havana Mason Co Illinois.

All as particularly described in the application of the assured numbered Eleven on file in the Office of this Company, shall said application shall form part of the contract to be taken in connection with this policy, and a warranty on the part of the assured

And the said Company do hereby promise and agree to make good unto the said assured, his Executors, administrators or assigns all such immediate loss or damage. Not Exceeding in amount the sum insured as shall happen to ~~the~~ by fire to the property as above specified from the second day of January One thousand Eight hundred and fifty (at 12 O'clock at noon) unto the second day of April One thousand Eight hundred and fifty (at 12 O'clock at noon) the said loss or damage to be estimated according to the true and actual Cash value of the property at the time the same shall happen, and to be paid within sixty days after notice and proof thereof made by the assured in conformity ~~with~~ the Conditions annexed to this policy -

Provided always and it is hereby declared that this Company shall not be liable to make good any loss or damage by fire

42
which may happen or take place by means of
any invasion, insurrection, riot, or civil commotion
or of any Military or usurped power, or any loss
by theft at or after fire - And provided further
that in case the assured shall have already
any other insurance against loss by fire on the property
insured and not notified to this Company and
mentioned in or endorsed upon this Policy then this
insurance shall be void and of no Effect, and
if the said insured, or his assigns shall hereafter
make any insurance on the same property, and
shall not give Notice thereof to this Company and
have the same indorsed on this instrument or otherwise
acknowledged by them in writing this policy shall
cease and be of no further effect - And it is
agreed and declared to be the true intent and
meaning of the parties hereto, that in case the above
mentioned premises shall at any time after making
and during the continuance of this insurance be
applied or used to or for the purpose of carrying
on or exercising therein any trade business or vocation den-
ominated hazardous, Extra hazardous, or included in the
Memorandum of Special rates in the conditions annexed
to this Policy, as for the purpose of storing or vending
therein any of the articles goods or merchandise in
the conditions aforesaid denominated hazardous -

Extra hazardous or included in the memorandum of special rates unless herein otherwise specially provided for or hereafter agreed by this Company in writing or added to or indorsed upon this policy then and from thenceforth so long as the same shall be appropriated, applied or used these presents shall cease and be of no ^{force or} effect; And it is moreover declared that this insurance is not intended to apply to or cover any book of accounts written securities, deeds or other Evidences of title to lands nor to bonds, bills notes or other Evidences of debt nor to money or bullion; And that this policy is made and accepted in reference to the conditions hereto 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 otherwise specially provided for.

In witness whereof the Peoria Marine and Fire Insurance Company have caused these presents to be signed by their President and attested by their Secretary, in the City of Peoria and State of Illinois this 2 day of January 1860

This Policy not valid
unless countersigned by O. W. Knight Agent
Chas Wallams, Secretary Isaac Underhill
O. W. Knight Agent Sec President

The Peoria Marine and Fire Insurance Company
herely consent that the interest of Robert S. Moore
in the within policy be assigned to Messrs Norton
Walter and Rogers. subject nevertheless to the
conditions therein contained. April 2^d 1860

O. W. Wright

For value received I hereby transfer, assign and
set over unto Messrs. Norton Walter Rogers and
assign all my right title and interest in this
policy of Insurance and all benefit and advantage
to be derived therefrom for collection for my credit
Dated at Havana this second day of April 1860
R. S. Moore

Conditions of Insurance referred to in the foregoing Policy
Goods not hazardous are
such as are usually kept in Dry good stores, including
Coffee, flour, household furniture and linen,
Indigo, rice, spices, sugar, teas, and other articles
not combustible.

2 The following trades and occupations, goods
wares and merchandises are denominated hazar
dous viz. Alcohol, Basket makers, Brush makers,
Stock, Cabinet furniture, China, Earthenware, or
glass ware, or plate glass in boxes, Crates or cases
Copper plate printers, Cotton in bales, Hat finishers

without use of fire Except for heating their Irons, Hardware and Cutlery, Furniture stock, Liquors in glass unpacked. Looking glasses in boxes. — Manila grass in bales, Paints ground in Oil, Paper hangings, Porter houses, Potash, Pocketbookmakers stock, Printers of newspapers, Rags in packages Sail makers, Ship Chandlers, Spiritous Liquors Sugar makers, Stationers stock, Snuff makers, Thrashed grain, Tin or sheet Iron workers, Victualing houses, Matchmakers stock & tools, Wine in glass or packages. Window or plate glass in packages

3. The following trades and occupations, goods wares and merchandize are denominated Extra hazardous viz. Basket makers, Straw teacher Book sellers stock, Blacksmiths, Boat builders Brass founders. China, Earthen or glass ware or looking glasses unpacked, Confectioners stock Cotton unpacked, Cooper, Copper Smiths, Druggists and Apothecaries, Fur dressers, Flax in bales Fringe makers, Gun makers or Smiths — Wreath makers Hay pressed in bundles, Hemp in bales, Ink makers Lamp manufacturers, Lamp seller stock, Lithographers — Milliners stock, Morocco Manufacturers Optical and Mathematical Instrument makers Painters stock, Perfumers stock, Phosphorous

Pictures and Prints. Printers of Books and
 jobbing. Plates and Plated ware manufactor-
 ies, Pocket fork makers, Plumber and
 Salt peter. Silversmiths, Stables (private) Spirits
 of Turpentine. Store manufacturers, Tobacco
 Manufacturers - Toy Keepers stock, Type or Stereotype
 manufacturers. Varnish. Windows and plate glass
 unpacked

4. Men of Special rates. Bakers. Bark mills
 Blind Makers. Broomeries, Book Binders. Book
 Binder stock. Boat Builders Blacksmiths
 Cabinet Makers, Carpenters. Joiners Chair or
 Coach makers, cork shops. Chemists. Cotton mills
 Dyers. Forges. Fences. Frame makers. Furriers
 Fueling mills, Grist mill, Hat manufactories
 House building or repairing. Ink or Ivory black
 or Lamp black manufactories - Livery Stables
 Lumber of Mahogany yards, Oast houses. Metal
 and other Mills of all kind, Mineral
 Instrument makers. Oil makers. Pump block
 makers shops, Paper mills, Rope makers. Saw
 mills, Ship builders stock in the yard - Ships or
 other vessels in port or their Cargoes, or when
 building or repairing. Steam Engines or Boats, Sugar
 refiners. Tanneries, Tallow melters or chandlers, Timber yards
 Wollen Mills, and generally all manufacturing establish

ments and all trade requiring the use of fire heat or steam power not before Enumerated, Brimstone works, Fire works Distilleries, Flax mills, Gunpowder, Oil boiling houses Oakum factories, Panoramas and other scenic paintings, Patent leather manufactories, Bark or Ash-Bleed factories, Snuff mills, Steam planing mills, Tar boiling houses, Theatres Turpentine manufactories, Varnish makers, Wood shavings Paper Shavings

4¹/₂. Application for insurance must specify the Construction and materials of the building to be insured or containing the property to be insured, by whom occupied whether as a private dwelling, or how otherwise, its situation with respect to contiguous buildings and their Construction and materials, whether any manufactures is carried on within or without it and in case of goods and merchandise, whether or not they are of the description denominated Hazardous - Extra Hazardous or included in the memorandum of special rates - Any misrepresentation or concealment of facts or circumstances concerning the risk on the part of the assured or false description by the assured of a building and its contents, or the omission to make known and of fact or remove material to the risk, or in a valued policy of an overvaluation, shall render absolutely void a policy issued upon such description or valuation. If after insurance is effected either by the original

policy, or by the renewal thereof, the risk be increased by any means or occupied in any way so as to render the risk more hazardous than at the time of insuring, such insurance shall be void and of no effect, if during the insurance any subsequent insurance should be made upon the property hereby insured, or the risk be increased by the erection of buildings, or by the use or occupation of neighboring premises, or otherwise, or if for any other cause the Company shall so elect, it shall be optional with the Company to cancel this policy in which case the Company will refund the premium for the unexpired time.

5. No Insurance whether original or continued shall be considered to be binding until the actual payment of the premium.

6. Goods held in trust or on Commission are to be insured as such, otherwise the policy will not cover such property. And in case of loss the names of the respective owners shall be put forth in the preliminary proofs of such loss, together with their respective interests therein.  Goods on Storage must be separately and specifically insured.

7. Policies of insurance subscribed by this Company shall not be assignable without the consent of the Company. Expressed by indorsement made thereon, in case of assignment without such consent whether of

49 the whole policy or of any interest in it, the liability of the Company in virtue of such policy shall thenceforth cease. And in case of any such transfer or change of title in the property insured by this Company, or of any undivided interest therein, such insurance shall be void and cease.

8. This Company will not be liable for damage to property by lightning, aside from fire, nor for damage occasioned by the explosion of a steam boiler, nor for damage by fire resulting from such explosion unless otherwise expressly provided; The keeping of gunpowder or fire works for sale, or on storage upon or in the premises insured, or the lighting of the same by Camphene or spirit gas, without written permission in the policy, shall render it void, and the Company will not be liable for any loss caused by the gross, wanton, mischievous or culpable negligence of the assured or by means of his intoxication.

9. Jewels, watches, plate, musical instruments, paintings, statuary, sculptures and curiosities are not deemed to be included in any insurance unless an inventory thereof accompanying the application for insurance, or is inserted in the policy.

10. In case of fire, or loss or damage thereby, or of exposure to loss or damage thereby, it shall be the duty of the assured to use all possible diligence in saving

50 and preserving the property, And if they shall fail to do so, this Company shall not be held answerable to make good the loss and damage sustained in consequence of such neglect, and there can be no abandonment of the premises—

11. All persons insured by this Company and sustaining loss or damage by fire are forthwith to give Notice thereof to the Company or its agent and as soon after as possible to deliver in a particular account of such loss or damage, signed with their own hands and sworn by their oath or affirmation they shall also declare on oath when any and what other insurance has been made on the same property what was the whole value of the property insured what was their interest therein in what general manner (as to trade manufactory merchandise or otherwise) the building insured or containing the subject insured and the several parts thereof were occupied at the time of the loss, and who were the occupants of such building and when and how the fire originated so far as they know and believe; and procure a certificate under the hand of a magistrate or notary public near contiguous to the place of fire and not concerned in the loss as a creditor or otherwise or related to the insured or sufferers) that he is acquainted with the Character and Circumstances of the person or persons

insured and has made diligent enquiry into the facts
 set forth in their statements, and knows or verily be-
 lieves that he she or they really and by misfortune
 and without fraud or evil practice hath or have
 sustained by such fire, loss and damage to the amount
 therein mentioned; and also if required shall produce
 their books of accounts, and other proper vouchers
 and shall also if required submit to an Examination
 under oath by the agent or attorney of the Company
 and shall answer all questions touching his her or
 their knowledge of any thing whatever relating to
 such loss or damage, or to their claim thereupon
 and subscribe such Examination, the same being re-
 duced to writing, and until such proofs declarations
 and certificates are produced and Examination
 if required the loss shall not be deemed payable
 Also if there appear any fraud or false meaning
 the insured shall forfeit all claim under this policy
 - Damage to buildings not totally destroyed shall be
 appraised by disinterested men mutually agreed upon
 by the assured and the Company or its agents and when
 Merchandise or other personal property is partially dam-
 aged the assured shall forthwith cause it to be put
 in as good order as the nature of the case will admit
 assorting and arranging the various articles accord-
 ing to the kind and shall cause a list or inventory

52 of the whole to be made, naming the quality and cost of each kind. The damage shall then be ascertained by the examination and appraisal of said damage on each article by disinterested appraisers mutually agreed upon, whose detailed report in writing shall form a part of the proofs required to be furnished by the Claimant. one half of the appraisers fees to be paid by the insurer. A copy of the policy to be given in the affidavit of the Claimant in all cases.

12. Payment of losses shall be made in fifty days after sufficient proof has been received by the Secretary in writing. And in case difference shall arise touching any loss or damage it may be submitted to the judgment of arbitrators indifferently chosen whose award in writing shall be binding upon the parties; In case of any loss or damage to the property insured it shall be optional with the Company to replace the articles lost or damaged with others of the same kind and equal goodness, and to rebuild or repair the building or buildings; And if no notice is received by the Company of a loss within fifty days after it occurred it shall be optional with the Company to reject or allow the claim or any part thereof.

13. Insurance once made may be continued for such further term as may be agreed upon, the premium

thereon being paid and a renewal receipt being given for the same signed by the president and secretary, and it shall be considered as continued under the original warranty in so far as it may not be varied by a new warranty in writing, which in all cases it shall be ^{incumbent} ~~increased~~ but on the party insured to make when the risk has been changed. Either within itself or by the surrounding or adjacent buildings —

14 — When a policy is made and issued upon a survey and description of certain property, such survey and description shall be taken and deemed to be a part and portion of such policy and warranty on the part of the insured —

15 — When property insured by this company is damaged by removal from a building in which it is exposed to fire, said damage shall be borne by the insured and the insurers in such proportion as the whole sum insured bears to the whole value of the property insured of which proof in due form shall be made by the claimant —

16 — The company will not be answerable from any loss arising from the use of fires in building unprovided with a good substantial stone or brick chimney, or in consequence of neglect or of deviation from the laws or regulations of police made to prevent accidents by fire in places where laws or regu-

54
lations on the subject exist

17 And furthermore hereby Expressly provided that
no suit or action against said Company for the re-
covery of any claim upon under or by virtue of this
policy shall be sustainable in any Court of Law or
Chancery unless such suit or action shall be commen-
ced within the term of twelve months next after
any loss or damage shall occur; and in case any
suit or action shall be commenced against said
Company after the expiration of twelve months next
after such loss or damage shall have occurred
the lapse of time shall be taken and deemed
as conclusive Evidence against the validity of the
claim thereby to attempted to be enforced

No. 3.

Stock Capital \$200,000. Policy No 30.037

The Niagara Fire Insurance Company.

In consideration of Fifteen Dollars
To them paid by the insured hereinafter named the receipt
whereof is hereby acknowledged. Doane R. S. Moore Esqr
Against loss or damage by fire To the amount of Three
Thousand Dollars On grain his own or held by him in
trust or on Commission or sold but not delivered

contained in the Frame Warehouse known Moore
Warehouse, situated at Havana Moscoso Allinas
Lass (if any) payable to Norton Walter & Rogers
Other notice is permitted without notice until regd

And the Niagara ^{Fire} Insurance
Company above named for the consideration aforesaid
do hereby promise and agree to make good unto the
said assured his Executors Administrators & assigns
all such loss or damage not exceeding the amount
the sum insured, as shall happen by fire to the property
as above specified, from the Twenty-fifth day of
January One thousand Eight hundred and fifty
at 12 o'clock at noon unto the full end and term
of Three months thence next ensuing which term will
expire on the Twenty-fifth day of April One
thousand Eight hundred and fifty (at 12 o'clock
at noon) the said loss or damage to be Estimated
according to the true and actual cash value of
the said property at the time the same shall happen
and to be paid within sixty days after due notice
and proof thereof, made by the ~~assured~~ ^{assured} in conformity
to the Conditions annexed to this policy - Provided
always and it is hereby declared that this Corporation
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 Com

56 Motion or ^{of any} Military or usurped power - And provided further that in case the assured shall have already made any other insurance against loss by fire on the property hereby insured, not notified to this Corporation and mentioned in or endorsed upon this policy. then this insurance shall be void and of no effect, And if the said assured or his assigns shall hereafter make any other insurance on the same property, and shall not with ^{all} reasonable diligence give notice thereof to this Corporation and have the same endorsed on this instrument or otherwise acknowledged by them in renewing this policy shall cease and be of no further effect, and in case of any other insurance upon the property hereby insured, whether prior or subsequent to the date of this policy, the insured shall not in case of loss or damage be entitled to demand or recover on this Policy any greater portion of the loss or damage sustained than the amount hereby insured shall bear to the whole amount insured on the said property -

And it is agreed & declared to be the true intent and meaning of the parties hereto, that in case the above mentioned premises shall at any time after the making of and during the time the Policy should otherwise continue in force be appropriated applied or used to or for the purpose of carrying on or exercising therein, any trade business

or vocation denominated Hazardous, or Extra Hazardous or specified in the Memorandum of Special Hazards in the terms and conditions annexed in this policy or for the purpose of storing or keeping therein any of the article goods or merchandise in the same terms and conditions denominated Hazardous or Extra Hazardous or included in the Memorandum of Special Hazards Except as herein specially provided for or hereafter agreed to by this Corporation in writing to be added to or endorsed upon this policy and from thenceforth so long as the same shall be so appropriated applied, or used, these presents shall cease and be of no force or effect and it is moreover agreed and declared that this insurance is not intended to apply to or cover any books of accounts, written securities deeds or other Evidences of title to lands, nor to bonds bills, notes, or other evidences of debt, nor to money or bullion, And that this policy is made and accepted in reference to the terms and conditions hereto 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 otherwise specially provided for

 This Insurance (the risk not being changed) may be continued for such further term as shall be agreed on provided the premium therefor is paid and endorsed on this policy, or a receipt given for the same.

or vocation denominated Hazardous, or Extra Hazardous or specified in the Memorandum of Special Hazards in the terms and conditions annexed in this policy or for the purpose of storing or keeping therein any of the article goods or merchandise in the same terms and conditions denominated Hazardous or Extra Hazardous or included in the Memorandum of Special Hazards Except as herein specially provided for or hereafter agreed to by this Corporation in writing to be added to or endorsed upon this policy and from thenceforth so long as the same shall be so appropriated applied, or used, these presents shall cease and be of no force or effect and it is moreover agreed and declared that this insurance is not intended to apply to or cover any books of accounts, written securities deeds or other Evidences of title to lands, nor to bonds bills, notes, or other evidences of debt, nor to money or bullion, And that this policy is made and accepted in reference to the terms and conditions hereto 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 otherwise specially provided for

§. This Insurance (the risk not being changed) may be continued for such further term as shall be agreed on provided the premium therefor is paid and endorsed on this policy, or a receipt given for the same.

58**

The Interest of the insured in this Policy is not assignable unless by consent of this corporation, manifested in writing and in case of any transfer or termination of the interest of the insured either by sale or otherwise without such consent, this Policy shall from thence forth be void and of no effect—

In witness whereof the Niagara Fire Insurance Company, have caused these presents to be signed by their President and attested by their Secretary in the City of New York this Twenty fifth day of January in the year of Our Lord One thousand Eight hundred and fifty.

Not binding unless countersigned
by ~~W. B. Hellmuth~~. Chicago Agent
Attest. L. J. Arning Secretary, Jonathan D. Sleet President
W. B. Hellmuth Agent

Policy

No 4.

No 1.

Western World Insurance and Trust Company

Chicago Illinois

By this Policy of Insurance the Western World Insurance and Trust Company, in consideration of Thirty dollars, to them paid by the insured herein after mentioned named, the receipt whereof is hereby

acknowledged do insure Robert B. Moore
against loss or damage by fire to the amount of
Five thousand dollars, on Shelled Corn in store in
Wooden Warehouse on lots 4 & 5 in Block 52 in
Newman Merwin les Illinois,

And the Western World Insurance
and Trust Company above named, for the consideration
aforesaid, do hereby promise and agree to make good unto
the said assured his Executors administrators and
assigns, all such loss or damage not exceeding in
amount the sum insured as shall happen by fire to
the property as above specified from the second day
of January One thousand Eight hundred and seventy
{ at 12 O'clock at noon } unto the full End and
term of three Months thence next ensuing, which term
will expire on the second day of April One thousand
Eight hundred and seventy { at 12 O'clock at noon } the
said loss or damage to be Estimated according to the
true and actual Cash value of the said property
at the time the same shall happen and to be paid
within ninety days after due Notice and proof there
of made by the assured in Conformity to the Conditions
annexed to the Policy; Provided always and it is
hereby declared that this Corporation 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 or any loss by theft at or after a fire
 and Provided further, that in case the assured
 shall have already made any other insurance by
 against loss by fire on the property hereby insured
 not notified to this Corporation and mentioned in
 or endorsed upon this Policy then this insurance shall
 be void and of no effect, and if said assured or
 his assigns shall hereafter make any other insurance
 on the same property, and shall not with all reason-
 able diligence give notice thereof to this Corporation
 and have the same endorsed upon this instrument or
 otherwise acknowledged by them in writing, this Policy
 shall cease and be of no further effect, and in
 case of any other insurance upon the property hereby
 insured or then prior or subsequent to the date of
 this Policy, the insured shall not in case of ^{loss or} dam-
 age be entitled to demand or recover on this Policy
 any greater portion of the loss or damage sustained
 than the amount hereby insured shall bear to the whole
 amount insured on the said property; And it is agreed
 and declared to be the true intent and meaning of
 the parties hereto, that in case the above mentioned
 premises or any part thereof shall at any time after
 the making and during the time of this Policy
 mould otherwise continue in force, be appropriated

applied or used, to or for the purpose of carrying on
 or exercising therein any trade business or vocation
 denominated Hazardous or Extra Hazardous or speci-
 fied in the memorandum of special hazards in the
 terms and conditions annexed to this Policy or for
 the purpose either of depositing, keeping or storing
 therein any of the articles goods or merchandise
 in the same terms and conditions denominated hazard-
 ous or Extra Hazardous, or included in the memo-
 randum of special hazards Except as herein special-
 ly provided for or hereafter agreed to by this Corpo-
 ration in writing to be added to or endorsed upon this
 Policy, then and from thenceforth so long as the
 same shall be so deposited, kept, stored, appro-
 priated applied or used these presents shall cease
 and be of no force and effect, and it is moreover
 agreed and declared that this insurance is not
 intended to apply to or cover any book of accounts
 written securities, deeds or other evidences of title to
 lands, nor to bonds, bills notes or other evidences of
 debts, nor to money or bullion, and this Policy is made
 and accepted in reference to the terms and conditions
 hereto 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 otherwise
 specially provided for

This Insurance. The risk not being changed may be continued for such further term as shall be agreed on, provided the premium therefor is paid and indorsed on this policy as a receipt given for the same.

The interest of the insured in this policy is not assignable unless by consent of this Corporation manifested in writing and in case of any transfer or termination of the interest of the insured either by sale or otherwise, without such consent this policy shall thenceforth be void and of no effect.

In witness whereof the Western World Insurance and Trust Company have caused these presents to be signed by their president and secretary and affix their official seal thereto, at the City of Chicago Illinois; but this policy shall not be valid until countersigned by

Agent of the Company at —
 J. H. Wazleton President

Edw Alfred Edwards. Secretary
 Countersigned at Havana the second day of January 1860
 O. W. Wright Agent

Conditions of Insurance,

1. Application for Insurance must be in writing

and must specify the construction and materials of the building to be insured or containing the property to be insured; by whom occupied, whether a private dwelling, or how otherwise, its situation with respect to contiguous buildings and their construction and materials, whether any manufactory is carried on within or about it, and in case of goods and merchandise whether or not they are of the description denominated hazardous or Extra hazardous or included in the memorandum of special hazards, And a false description by the insured of a building or of its contents or an omission to make known and factor feature of the risk which increases the hazard of the same; or in a valued policy an overvaluation shall render absolutely void a policy issued upon such description or valuation. And if any survey plan or description of the property herein insured is referred to in this policy such survey plan or description shall be deemed and taken to be a part and portion of this policy and a warranty on the part of the assured - If after insurance is effected upon any building or goods ⁱⁿ this office either by the original policy or by the renewal thereof the risk shall be increased by any means whatsoever within the control of the assured or if such building or premises shall with the assent of the assured, be occupied in any

may so as to render the risk more hazardous than at the time of insuring, or the risk be increased by the erection of buildings or by the use or occupation of neighboring premises or otherwise, without immediate notice being given this Company by the assured of the increase of risk and the Company assent to the increase of risk obtained in writing, such insurance shall be void and no effect. If during the insurance any subsequent insurance shall be made upon the property hereby insured which with the sums or sums already insured should in the opinion of the Western World Insurance Company amount to an over insurance, or the risk be increased by the Erection of buildings or by the use or occupation of neighboring premises or otherwise or if for any other cause the Company shall so Elect it shall be optional for the Company to terminate the insurance after notice given to the assured or his representative of their intention to do so, in which case the Company will refund a ratable portion of the premium.

2. Insurance either original or continued shall be considered as binding until the actual payment of the premium.

3. Property held in trust or on Commission must be insured as such otherwise the Policy will not cover such property. And in case of loss the names of the respective owners shall be set forth in the preliminary

proofs of such loss together with their respective interests therein certified by them - goods on storage must be separately and specifically insured - If the interest in the property to be insured be a lease hold or other interest not absolute it must be so represented to the Company and expressed in the policy in writing otherwise the insurance shall be void. Note, By property held in trust is intended, property held under a deed of Trust, or under the appointment of a court of law or property held as collateral security, in which latter case this company shall be liable only to the extent of the interest of the assured in such property -

4. Policies of insurance subscribed by this Company shall be assignable without the consent of the Company expressed by indorsement thereon made, In case of assignment or without such consent, whether of the whole of the policy or of any interest in it, the liability of the Company in virtue of such policy shall thereforth cease and the Company reserves to itself the right to Elect Either to Consent to the assignment or to return a rateable proportion of the premium and cancel the policy and in case of any late transfer or change of title in property insured by this Company, or of any undivided interest therein such insurance shall be void and cease -

5. Notice of all previous insurances upon property

insured by this Company shall be given to them and
 endorsed upon this policy or otherwise acknowledged
 by this Company in writing at or before the time of their
 making insurance thereon otherwise the policy subscribed
 by this Company shall be void and of no effect —
 And in case of subsequent insurance upon property
 insured by this Company. Notice thereof must with
 all reasonable diligence be given to them ^{to the end} that such
 subsequent insurance may be endorsed upon the
 policy subscribed by this Company or otherwise
 acknowledged in writing, in default whereof
 such policy, hereforth — shall be of no effect
 And in all cases of insurance this Company shall be
 liable only for such rateable proportion of the
 loss or damage happening to the subject insured
 as the amount insured by this Company shall
 bear to the whole amount insured thereon, without
 reference to the date of the different policies
 6. This Company will not be liable for loss or
 damage caused by lightning except that which
 results from fire that may ensue therefrom; nor
 for any loss occasioned by the explosion of a steam
 boiler or occasioned by gas, burning fluid camphine
 or by the explosion of gunpowder or any other ex-
 ploded substance except that which results
 from fire that may ensue therefrom —

7. Jewellery, Jewels, watches, plates, medals, musical instruments, paintings, Engravings, Statuary, Sculptures and Curiosities are not deemed to be included in any insurance unless an inventory thereof accompany the application for insurance or is inserted in the policy.

8. In case of fire or loss or damage thereto, or of Exposure to loss or damage thereto, it shall be the duty of the insured to use all possible diligence in saving and preserving the property, and if they fail ^{so} to do so this Company shall not be held answerable to make good the loss and damage sustained in consequence of such neglect.

And it is mutually understood that there can be no abandonment to the insurers of the subject insured.

9. All persons insured by this Company, and sustaining loss or damage by fire, are forthwith ^{to give notice} thereof to the Company; and as soon after as possible to deliver in a particular account of such loss or damage signed with their own hands and verified by their by their oath or affirmation they shall also disclose on oath whether any and what other insurance has been made upon the same property, what was the whole value of the property insured, what was their interest therein in what general manner (as to trade, manufactory or merchandise

or otherwise) the building insured or containing the subject insured, and the several parts thereof were occupied at the time of the loss, and who were the occupants of such buildings, and when and how the fire originated so far as they know or believe; And procure a certificate under the hand of a magistrate or notary public (not contiguous to the place of the fire, not concerned in the loss as a creditor or otherwise or related to the insurers or sufferers) that he is acquainted with the character and circumstances of the person or persons insured, and has made diligent inquiry into the facts set forth in their statement and knows or verily believes that he or they really and by misfortune and without fraud or evil practice hath or have sustained by such fire loss or damage to the amount therein mentioned and also if required shall produce their books of accounts and other proper vouchers and shall also if required submit to an Examination under oath by agent or attorney of the Company, and answer all questions touching his or their knowledge of any thing relating to such loss or damage, or to their claim thereupon and subscribe such Examination, the same being reduced to writing, and until such proofs

declaration and certificates are produced and
 Examination if required, the loss shall not be deemed
 payable. Also if there appear any fraud or
 false swearing the insured shall forfeit all
 claim under this Policy. - Damage to buildings
 not totally destroyed shall be appraised by dis-
 interested men mutually agreed upon by the insured
 and the Office or its agents, and when merchandise
 or other personal property is partially damaged
 the insured shall forthwith cause it to be put in
 as good order as the nature of the case will
 admit assorting and arranging the various articles
 according to their kind, and shall cause a list or
 inventory of the whole to be made, naming the quantity
 and sort of each kind. - The damage shall then
 be ascertained by the Examination and appraisal
 of said damage or each article by disinterested
 appraisers mutually agreed upon whose detailed
 report in writing shall form a part of the proof
 required to be furnished by the claimant, one half of
 the appraiser fees to be paid by the insurer, The expenses
 of ascertaining and proving any loss which may occur
 and also forwarding such proofs to the office of the
 Company shall - by the party insured -
 10. Payment of losses shall be made in ninety days after
 the loss shall have been ascertained proved and adjusted

and the proofs received at the Office, and in case difference shall arise touching any loss or damage after proof thereof has been received in due form, it may be submitted to the judgment of arbitrators in difference Chasen, whose award in writing shall be binding on the parties - In case of any loss or damage to the property insured it shall be optional with the company to replace the article lost or damaged with other of the same kind and equal goodness, and to rebuild or to repair the building or buildings within a reasonable time, giving notice of their intention so to do within thirty days after having received the proofs of loss required by the ninth article of these Conditions 11. Insurance once made may be continued for such further term as may be agreed on, the premium therefor being paid and a renewal receipt being given for the same, and it shall be considered as continued under the original representation in so far as it may not be varied by a new representation in writing which in all cases it shall be incumbent on the party insured to make when the risk has been changed either within itself or by the surrounding or adjacent buildings

12. - When property is insured by this Company is damaged by removal from a building from a building in which it is exposed to loss by fire paid damage

shall be borne by the insured and the insurers pro rata in the proportion that the whole sum insured bears to the whole value of property insured of which proof in due form shall be made by the Claimant.

13. It is furthermore hereby expressly provided that no suit or action of any kind against said Company for the recovery of any claim upon under or by virtue of this Policy shall be sustainable in any Court of Law or Chancery unless such suit or action shall be commenced within the term of twelve months next after the loss or damage shall ~~accrue~~ occur, and in case any suit or action shall be commenced against said Company after the expiration of twelve months next after such loss or damage shall have occurred the lapse of time shall be taken and deemed as conclusive evidence against the validity of the claim thereby so attempted to be enforced. The Company will not be answerable for any loss arising from the use of fires in buildings unprovided with good and substantial stone or brick Chimney, or in consequence of neglect or deviation from the laws or regulations of Police made to prevent accidents by fire in places where laws and regulations on the subject exist.

14. It is agreed that the person or persons if any other than the assured, who have procured this in

72 Insurance to be taken by this Company shall be deemed
to be the agent or agents of the assured and not of
this Company in any transaction relating to this insurance
It being understood that the above does not apply
to the persons holding the Companies certificates au-
thorizing them to act as agents of the Company

No. 5.

No 50.130.

Fire Policy

Unity Fire Insurance Association of London

— Registered —

N. Y. Branch No 58 Wall Street New York

New York Trustees.

Leah. O. Keasted, Schuyler Livingston. Matts Sherman

New York Directors James DePuyte Ogden

Egbert Benson. Joseph B. Hankins. Joseph Stuart

John F. Butterworth. Robert. Kaydock Edward D Sprague

G. B. Goodingdon. William L. King Benjamin M. Whitlock

Silas R. Everett. Charles McElhanna Jeremiah Waller

James Harper. George B. Woodward Benjamin A. Mumford

George Adlard. Manager and General Agent

R. J. Moore Esq. \$ 3,000 Term 3 Months & 1 1/4 / 50

Payment received on granting this
Policy from the 25th Jan'y 1860 to the 25th April 1860
Premium 15.00

37
20
This Policy of Insurance Witnesseth that the Directors
of the Unity Fire Insurance Association of London. Do by
these presents cause R. B. Moore of Havana. Mason
County Illinois. To be insured.

Three thousand Dollars, against
his own, or held by him in trust, or on commission, or sold
but not delivered, contained in the frame warehouse
known as Moores Warehouse situated at Havana
Mason County Illinois, loss if any payable to Norton
Walter Rogers, Other ins^{ts} permitted without

notice until required. - Against all loss or damage
to the same by fire originating in any cause except
Invasion, Foreign Enemies, Civil Commotion, Riots, or any
Military or usurped Power, for and during the term
of three months commencing the risk, the twenty-fifth
day of January One thousand Eight hundred and fifty
at noon, and to continue until the twenty-fifth day
of April One thousand Eight hundred and fifty at
noon, and no longer, unless this policy should be re-
newed; provided that the said association shall
not be liable for more than the sum or sums insured
as specified upon the property described in the places
herein set forth, and not elsewhere. (unless by in-
dorsement previously made).

And the
assured hereby covenants and agrees Engages that the
representations given in the application for this insurance

14
contains a full, full and true exposure of all the facts and circumstances in regard to the condition, situation value and risk of the property insured, so far as the same are known to him and material ^{to the risk} and that of any material factor or circumstance shall not have been fairly represented or is he shall have made, or shall hereafter make any other insurance upon the said property without the knowledge or consent of said Association, or if the situation or circumstance affecting the risk thereupon shall be so altered or changed, by or with his advice, consent or agency as to increase the risk thereupon, or if the said property should be sold, or if this policy should be assigned without the consent of this Association if the assured shall make any attempt to defraud the said Association that in every such case the risk thereupon shall cease and determine and the policy be null and void unless confirmed by a new agreement thereupon written after a full knowledge of such facts or circumstances And the assured further covenants and agrees that in case of any loss or damage, the said Association shall have the option to replace the articles lost or damaged with others of the same kind and equal goodness, at any time within sixty days after notice of the loss, and it is further agreed that in case there should be any further other insurance made as

14
contains a full, full and true exposure of all the facts and circumstances in regard to the condition, situation value and risk of the property insured, so far as the same are known to him and material ^{to the risk} and that of any material factor or circumstance shall not have been fairly represented or is he shall have made, or shall hereafter make any other insurance upon the said property without the knowledge or consent of said Association, or if the situation or circumstance affecting the risk thereupon shall be so altered or changed, by or with his advice, consent or agency as to increase the risk thereupon, or if the said property should be sold, or if this policy should be assigned without the consent of this Association if the assured shall make any attempt to defraud the said Association that in every such case the risk thereupon shall cease and determine and the policy be null and void unless confirmed by a new agreement thereupon written after a full knowledge of such facts or circumstances And the assured further covenants and agrees that in case of any loss or damage, the said Association shall have the option to replace the articles lost or damaged with others of the same kind and equal goodness, at any time within sixty days after notice of the loss, and it is further agreed that in case there should be any further other insurance made as

75
 aforesaid on the property hereby insured, whether prior
 or subsequent, that the assured shall be entitled
 to recover on this policy no greater ~~portion~~ proportion
 of the loss sustained than the sum hereby insured
 bears to the whole amount insured thereon.
 And in consideration of the sum of Fifteen dollars
 received by said association, the said Directors hereby
 bind the Capital Stock and other common property
 thereof to the assured his Executors or administrators
 for the payment of all losses that may become due un-
 der this policy. The same to be paid without any deduction
 within sixty days after satisfactory proof thereof. And
 whenever this association shall pay any loss the assured
 agree to assign over all his rights to recover satisfaction
 in respect thereof from any other person or persons, town
 or other Corporation, or to prosecute the same at the
 charge and for account of the association if requested.
 This association will not be liable for loss or dam-
 age caused by lightning except that which shall
 result from fire that may ensue therefrom. Nor from
 loss or damage caused by the explosion of a steam
 Boiler, gun powder, or any other explosive sub-
 stance. Except only such loss as shall result from
 fire that may ensue therefrom; nor shall this
 association be liable for any loss by such fire
 unless privilege shall have been given in this policy

76
to keep such articles, nor for any loss or damage
by fire happening by means of any invasion, foreign
Enemies, insurrection, riot or Civil Commotion or of any
Military or usurped power. This association will
not be answerable for any loss arising from
the use of fires in buildings unprovided with good
and substantial stone or brick chimneys, or in con-
sequence of neglect or deviation from the laws
or regulations of police made to prevent accidents
from fire, in places where laws and regulations on this
subject exist. This policy to be void if
Camphene, spirits, gas or any other chemical burning
fluid is used, stored or kept for sale on the premises
herein specified. Except in small quantities for domestic
use. No Policy issued by this association shall
extend to cover fixtures nor any goods or effects
held in trust or on commission, nor any Jewels, Printed
Books, Plate, watches, wearing apparel, trunks
curiosities, prints, paintings, China, glass, drawings
and sculpture, unless the same be expressly inserted
in the policy, goods on storage must be separately
and specifically insured. Books of accounts
written securities, Bills, Bonds, Ready money and gun
powder, are not to be held assured by any policy
granted by this association. —
This insurance {the risk not being changed} may be

continued for such further terms as shall be agreed
 on, provided the premium therefor is paid and en-
 dorsed on this policy, or a receipt given for the same.
 Persons choosing to insure for seven years will be
 charged for life only. No insurance proposed to this
 association is binding until the premium be actually
 paid. No receipts are to be taken for any re-
 newals of insurance but such as are printed
 and issued from the office and signed by the
 General Manager or local secretary —
 If during the insurance, the risk be increased by
 the erection of buildings or by the use or occupation
 of neighboring premises, or otherwise, or if for any other
 cause the association shall so elect it shall
 be optional with the association to terminate the
 insurance after notice given to the assured or his repre-
 sentatives of their intention so to do, in which case
 the association will refund a ratable portion
 of the premium. All persons assured by this
 association sustaining any loss or damage by fire
 are forthwith to give notice to the association at
 their office, 58 Wall Street New York or to the
 agent through whom the insurance has been effected
 that proper persons may be appointed to survey
 and estimate the same and as soon as possible
 thereafter, are to deliver in as particular account

78 of their loss or damage as the nature of the case will admit of, and make proof of the same by their affidavit or affirmation and produce such other Evidences as the directors of this association may reasonably require and until such affidavit or affirmation be submitted and Evidence are produced the amount of such loss, or any part thereof shall not be payable or recoverable. When merchandise or other personal property is partially damaged the insured shall forthwith cause it to be put in as good order as the nature of the case will admit ascertaining and arranging the various articles according to their kinds separating the damaged from the undamaged goods, and shall cause a list or inventory of the whole to be made naming the quantity and cost of each kind. The amount of damaged shall then be ascertained by the Examination and Appraisal of each article by disinterested appraisers mutually agreed upon, and whenever required in writing the insured or person claiming, shall produce and exhibit his books of accounts and other vouchers to the insurers or their agent at the office of this association in support of his claim and permit Extracts and Copies thereof to be made, and shall also exhibit to any persons named by the association, and shall permit to be Examined by them any property damaged in which

44
17.
Any loss is claimed, or any property saved which was insured by this policy, they shall also produce a Certificate under the hand and seal of a Magistrate, Notary public or Commissioner of deeds most contiguous to the place of the fire, and not concerned in the loss, stating that he has Examined the Circumstances attending the fire loss or damage alleged, and that he is acquainted with the Character and Circumstances of the insured or Claimants, and that he truly believes that he or she or they have by misfortune and without fraud or Evil practice sustained loss and damage on the subject insured to the amount which such Magistrate, Notary public or Commissioner of deeds shall certify, and until such proofs, declarations and Certificates are produced and such appraisals and Examinations of property permitted by the Claimant the loss shall not be payable, and if there appear fraud in the claim made by such loss, or false swearing or affirming in support thereof the Claimant shall forfeit all benefit under such policy, where property insured is only partially damaged no abandonment of the same will be allowed unless by consent of the association or its agent, and in case of the removal of property to escape Conflagration the association will ratably contribute to the loss and Expenses attending such act of salvage but in no case should property be removed unless the

fire has reached the premises adjoining the insured

Provided always that no Director of this Association by whom this Policy is Executed, nor any other proprietor of the Association shall be responsible for the payment of or contribution towards the amount assured by this Policy, or liable to any demand against the association on any pretence whatever beyond the amount of the unpaid part, for the time being of his or her share or shares in the subscribed Capital of the Association.

And in case of any difference of opinion shall arise between the parties hereto, such difference shall be referred to three disinterested persons, one of whom to be Chosen by Each party and the third by the two so Chosen, whose award or that of their umpire shall be binding.

In Witness whereof two of the Directors and the manager or secretary of the said Association in New York, have hereunto subscribed their names, at their Office in New York this Twenty-fifth day of January One thousand Eight hundred & sixty

Robert W. Wadcock } Local
B. A. Humprey } Directors

Geo. Adlard. Manager

(Entered 25th Jan'y 1860)

This Policy is not binding unless countersigned by ^{Alfred James} Alfred James. Agent at Chicago, Countersigned the 25th day of January 1860. Alfred James. Agent. Seal

41
81

And afterwards, to-wit: on the 20th
day of June in the year last aforesaid, said Defendants
Horace ^{Walter} Rogers, filed in the Court aforesaid their
certain joint answer, in words and figures following to-wit:

"State of Illinois County of Cook
Circuit Court

June Term. 1860

Henry Stone Etal }
Robert. B. Moore Etal }

The joint answer of Horace
Korton, Edward R. Rogers, Joel W. Walter, to the
Bill of Complaint of Henry Stone and Ulrich B.
Bouch against Robert. B. Moore these respondents and
others.

And these Respondents, Horace
Korton, Edward R. Rogers, Joel W. Walter saving and
reserving to themselves all and Every advantage of Ex-
ception to many uncertainties and insufficiencies in the said
Bill of Complaint contained, but protesting that these
respondents are not bound to answer the same and insis-
ting that the said Bill of Complaint ought to be dis-
missed and the injunction dissolved for want of Equity
therein, for answer thereto or to so much as they are ad-
vised is material or necessary to be answered unto

say and admit, that the Warehouse in the said Bill described, was destroyed by fire with the Entire Contents thereof, on the 16th day of March 1860. and that the property therein contained was in part-protected by certain policies of insurance which said policies are all and truly Exhibited by the separate answer of the defendant Robert. S. Moore so far as these respondents have any Knowledge or information and belief; and they refer to the Exhibits attached to the said answer of Robert S. Moore and make them a part of this answer for the purpose of setting forth the contents of said insurance policies

And these respondents further answering admits that one of said policies to-wit: that issued by the Peoria Marine and Fire Insurance Company upon five thousand bushels of wheat was assigned by the said Robert. S. Moore on the 2^d day of April A. D. 1860 to the firm of Norton, Walter and Rogers of which these Respondents are members, a copy of which said assignment is truly set forth by the said Robert. S. Moore with his separate answer, but these respondents Expressly deny that any other policy has been assigned by the said Robert. S. Moore to the said firm of Norton, Walter and Rogers or ~~of~~ either member of said firm, and they Expressly deny that the ^{said} assignment so made on the policies issued with the provision that the

money in case of loss was to be paid to the said firm of Norton Walter Rogers for the purpose of placing the said money to be paid thereon beyond the reach of the complainants, and they expressly deny all fraudulent intent in the said transaction, but aver that the same were made upon good consideration for the bonafide purpose of securing to the said firm any balance that might be due to them by the said Moore to protect them in ~~future~~ advances to him.

And these respondents further answering admit that the monies due upon said policies have not been paid and that and that the said Moore and the firm of Norton Walter Rogers have been until the service of the writ of Injunction herein, negotiating a settlement for the loss of the property owned by said Moore or in which he had an interest, but they deny that they have made any efforts to collect any money for the loss of complainants grain or in any way to avoid any right the complainants may have to indemnity for their loss but they have been advised and believe that the complainants were not protected by the said policies or any of them.

And these respondents deny that they procured a policy in their own names upon any of the grain in said warehouse other than

those set forth in the separate answer of said Moore,

And these respondents deny that the said firm of Norton, Waller & Rogers or any of them are or have been colluding with the said Moore for the purpose of putting the property of Moore, or monies due upon said policies beyond the reach of the Complainants. But these respondents are perfectly willing that the Complainants shall present and Establish their Claim for indemnity to the said Insurance Companies, receive their payment direct from the said Companies if they are Entitled thereto, but deny their right to interfere with the business or settlement of the said Moore or these Respondents.

And ^{as} to all that part of said Bill of Complaint which Charges that there is nothing due from the defendant Moore to the said firm of Norton, Waller and Rogers and seeks to Enquire into the transactions between them these respondents demur, and say that they are not bound to answer the same —

And these respondents further answering say that the claim made by the said Moore and in which the negotiations for a settlement was pending is fully contained in an affidavit of the said Robert S. Moore a copy of which is

hereto attached, marked Exhibit A.

And ^{fully} having answered all
and singular such parts of said bill as they - bound
to answer, these respondents pray to be dismissed
hence with his costs Expended

Horace Norton & Jo. Walter
Joel L. Walter
Edmund Rogers

State of Illinois } ss
County of Cook }

The undersigned Horace Norton
Edmund Rogers and Joel L. Walter being duly
sworn depose and say that they have heard the foregoing
answer read, and that the matters and things therein
stated upon their knowledge are true, and the
matters and things stated upon information & belief
they believe to be true -

Subscribed & sworn to
before me this 20th day
of June A. D. 1860

Joel L. Walter
Edmund Rogers

Wm. S. Church Clerk

State of Illinois } ss
Mason County }

Be it known that on the 23^d day
of March 1860. before me a Notary Public in and

for the County and State aforesaid, duly Commissioned and sworn and residing in the town of Warana in the County and State aforesaid personally appeared Robert B. Moore, who after being duly sworn on his oath states that he had in the Warehouse occupied by him, which was destroyed by fire on the 16th day of March last at Warana in said Mason County Seven thousand and Eighty bushels and forty five pounds of Wheat worth One dollar and twenty five cents per bushel and Eight thousand one hundred and forty three bushels of Corn worth forty cents per Bushel and One hundred and forty three bushels & thirty seven pounds of Rye worth seventy five cents per bushel and ninety six bushels and fifteen pounds of Oats worth forty cents per bushel, and also Five thousand bushels of Corn sold but not delivered to the Pardiasci worth forty cents per bushel, which said Wheat, Corn, Rye and Oats was all destroyed by the said fire, and he further states, that he had two thousand one hundred and twenty four Dollars & twenty seven cents due him for Storage & Commission on other grain not enumerated herein which was in store in said Warehouse and destroyed by the same fire and also what he had advanced, One thousand One hundred and seventy one dollars and twenty five cents to the owners of the said grain so stored

in said warehouse and destroyed by the same fire
 aforesaid and he further states that he was in-
 sured in the Peoria Marine and Fire Insurance
 Company, for five thousand dollars, on five thousand
 bushels of Wheat and a general policy in the
 Niagara, Unity and Citizens Ins Co^{rs} to the amount
 of ten thousand dollars on grain, also he was in-
 sured in the Western World Ins and Trust Company
 five thousand dollars on shell corn and further
 that he knows of no means by which the fire origin-
 ated unless it was communicated to the house
 by the steamer Sam Gaily which had been loading
 at the house but a short time before the fire
 was discovered

R. B. Moore

Subscribed and sworn to
 before me this 23^d day of
 March A.D. 1860. Hugh Fullerton
 State Attorney.

State of Illinois }
 Mason County }

I, Hugh Fullerton a Notary-
 Public in and for the County and State aforesaid
 and residing in Havana in the County of Mason
 aforesaid and near a Warehouse occupied by
 Robert B. Moore which was destroyed by fire

worth One dollar and twenty-five cents per bushel
and that Shelled corn in the warehouse was worth
forty cents per bushel also that Rye was worth
in the warehouse seventy-five cents per Bushel
and also that Oats was worth forty cents per
cents Bushel and also that they are each
engaged in the produce business in said town of
Warana,

Subscribed and sworn to { Signed Jas. H. Hale
before me this 21th day of } Signed Geo. W. Walker
Mch 1860 (Signed)
Leigh Fullerton

I hereby certify that R. S.
Moore had in the warehouse occupied by him
{ at the time of its destruction } by fire the 16th inst
seven thousand Eighty $\frac{45}{100}$ Bushels wheat, Thirteen
thousand One hundred and forty three Bush corn
of which corn Five thousand was sold but not
delivered, One hundred forty three $\frac{37}{100}$ Bush
Rye, and ninety six $\frac{15}{100}$ Bushels Oats and
that he had two thousand twenty four $\frac{67}{100}$
Dollars due him for storage + commission on
Grain not enumerated herein and which was in
store at the time it was destroyed, also that he
had owing to him One thousand One hundred

90
Seventy One ²⁵/₁₀₀ Dollars for advances made on
Grain burnt in ware house — I also Certify that
this is a true and correct account as taken from
the books this 24th day of March 1860
Derry Waterman
Weighmaster & Bookkeeper for Rb. Moore

State of Illinois }
Mass. County }
Derry Waterman after—duly sworn
on his oath, says that the matters and things in the
foregoing statement are true in substance and in fact
Derry Waterman
Subscribed & sworn to before me
this 24th day of March 1860
(Signed) Hugh Fullerton
Notary Public

And afterwards, to-wit: at the June
Term of said Court, to-wit: on the Twenty first day of June
in the year last aforesaid, the following proceedings, among
others, were had and Entered of record, to-wit:

"Wm Stone and Uriah B. Couch }
Robert F. Moore, Dorcas Norton.

46

91

19464

Doct. b. Walters. Edward R Rogers.
The Leitzow Fire Insurance Company
The Niagara Insurance Company. The
Unity Insurance Company. The
Peoria Marine and Fire Insurance
Company and The Western World
Insurance and Trust Company

Bill

This day come the
said defendants by Goudy and Wain their Solicitors, and
move the Court to dissolve the injunction heretofore granted
in said cause, upon the bill of complaint filed therein
and answer thereto

And afterwards to-wit on
the 27th day of June in the year last aforesaid, said defen-
dant Robert b. Moore by Goudy and Wain his Solicitors
filed in said Court his certain Supplemental Answer, in
words and figures following, to-wit—

State of Illinois, County of Cook.
June Term. 1860

Henry Stone Esq

Robert b. Moore Esq

Chancery.

The Supplemental separate
Answer of the Defendant Robert b. Moore to the Bill

of Complaint of Henry Stone & others vs. Robert S. Morris
& others,

This Respondent by way of a supplement to the former answer by him filed herein saving and reserving to himself all advantage of Exception to the said Bill as he has heretofore, for further answer to the said Bill says, that the said Complainants never authorized or directed this Respondent to insure the corn mentioned in their said Bill or any part thereof, that it was not the custom of this Respondent or other warehousemen at the place where he transacted business to insure property held as warehousemen on storage and at the time of procuring the said policies this Respondent did not intend to insure property stored with him as a warehouseman, that he gave no representation to the said Companies or any of them that would cover the corn of Complainants and paid no premium therefor, that the said Companies did not intend to insure said Complainants corn, that this Respondent never reported to Complainants that he had made any insurance because he had not done so in fact for them and hence they never adopted or affirmed any act of this Respondent with reference thereto, that the Complainants never paid any portion of said premium and therefore this Respondent denies that the said Complainants ~~complainants~~ corn was

covered by the said policies or any of them, and he denies that they have any interest therein

And now having further answered. His Respondent prays as he has heretofore prayed -

Very Truly
Yours

Respondent's Atty

R. B. Moore

State of Illinois }
County of Cook }

On the 27th day of June 1860. -
Before me personally appeared the undersigned Robert
B. Moore & being sworn says that he is the respondent
above named & that the matters & things in said
answer contained are true)
Subscribed & sworn to before me this 27th day of June 1860

R. B. Moore

Wm. S. Church Clerk

And afterwards, to-wit: at the
same term of said Court last aforesaid, to-wit: on the
6th day of July in the year last aforesaid, the
following proceedings, among others, were had and
Entered of record, to-wit:

94
1946H

Henry Stone and Thial P. Couch

Robert S. Moore. Horace Norton

Doc. L. Waller. Edward R. Rogers

The Lehigh Fire Insurance Company

The Niagara Insurance Company

The Unity Insurance Company

The Peoria Marine & Fire Insurance Company

The Western World Insurance & Trust Company

Bill for
Injunction re

This Cause

Coming on this day to be heard upon the motion of the defendants heretofore entered to dissolve the injunction granted herein, and counsel having been heard as well in support of said motion as in opposition thereto, and the Court having carefully considered the premises, and being now fully advised therein doth sustain said motion, and orders that the injunction heretofore granted in said cause be dissolved as to all the policies except the policy of the Western World Insurance and Trust Company for the sum of Five thousand dollars on Hulls corn in store, and the same hereby is dissolved accordingly.

And afterwards, to-wit: on the 11th day of July in the year last aforesaid, said defendant The Western World Insurance and Trust Company by

Paul Buren and Mary its Attorneys filed in said Court its certain Answer, in words and figures following to-wit:

"In the Circuit Court of Cook County
In Chancery

The Answer of the Western World Insurance and Trust Company, one of the defendants to the Bill of Complaint of Henry Stone and Maria B. Couch Complainants

These defendants reserving to themselves all right of Exception to the said Bill of Complaint for answer thereto say, that they deny all and singular the matters and things in said Bill of Complaint alleged. Charged or Contained touching or concerning these defendants in any way or manner whatsoever, and as to all other matters and things in said Bill of Complaint alleged. Charged or Contained these defendants say that they are utter strangers to all and every such matters and things and cannot form any belief concerning the same.

And these defendants deny all and all manner of unlawful Combination and Confederacy wherewith they are by the said Bill Charged, without this that there is any other matter cause or thing in the said Complainants bill of Complaint contained material or necessary for

these defendants to make answer unto, and not herein duly and sufficiently answered confessed, traversed & avoided or denied his true to the knowledge ^{or} belief of these defendants, All which matters and things these defendants are ready and willing to avow, maintain and prove as this Honorable Court shall direct and humbly prays hence to be dismissed with their reasonable Costs and Charges in this behalf most wrong fully sustained

And these defendants have caused this their answer to be signed by their President and attested by their secretary and sealed with their common seal this 11th day of July A D 1860 at Chicago in said County of Cook their principal place of business

L. A. Dista. Secretary, O. Wendall, Pres.
Eca

Van Duren & Gary.

Solicitors of said Defendants

And afterwards to-wit: on the 12th day of January in the year of our Lord One thousand Eight hundred and sixty One, said complainants filed in the Court aforesaid their certain demurrer to the

Supplemental answer of the Defendant Moore, in words and figures following to-wit:

		"Cook County Circuit Court
Blair Et al	}	In Chancery
Moore Et al		

The said complainants not confessing or acknowledging any of the matters contained in the supplemental answer of said defendant Moore to be true in manner and form as therein alleged, and set forth the demur thereto for the cause following to-wit:

1. That it does not appear that the facts therein stated were unknown to said defendant at the time of filing his original answer in said cause.
2. That the matters and things therein set forth and alleged as facts are matters of law for the consideration and decision of the court only, and upon which allegations no issue can be taken by said complainants.
3. That to so much of the allegations of said supplemental answer as allege "That the complainants never authorized and directed this Respondent (meaning said deft) to mislead" and "That it was not

9.8 the custom of the Respondent or other warehousemen at the place where he transacted business to receive property held as warehousemen on storage" and "That the Respondent never reported to complainants that he had made any Insurance because he had not done so in fact" and "That they never adopted or affirmed any act of the Respondent with reference thereto" and "That the Complainants never paid any portion of said premium" the Complainants say that all of said Allegations above quoted from said Supplemental Answer are and each to them is immaterial and impertinent for the reason that the Policy issued and the law determines the rights of the parties under it and the same having been procured by a Trustee in trust by operation of law to the Estimée Trust

4 That the said Supplemental Answer is in other respects inefficient and informal

1 Bracket. Sumbard & Smith
Sole for Comptes

And afterwards to-wit: on the 15th day of March in the year last aforesaid said defendants by Goudy & White their solicitors filed in said Court their certain motion, in words and figures following, to-wit—

State of Illinois County of Cook
Circuit Court.

February Term, 1861

Henry Stone & others

Robert B. Moore & others

In Chancery

The Defendants Robert B.

Moore, and Norton. Walter Rogers come by their
Solicitors, & move the Court to Enter a rule requiring the
Complainants to file a good and sufficient Injunction
Bond in this cause to protect and save the said
Defendants from all damage Caused or to be Caused
by the wrongfull plying out of the writ of Injunction
herein

W. L. Gandy
Solicitor for said Defts

And afterwards to-wit at
the March Term of said Court to-wit: on the
Twenty second day of March in the year last
foresaid, the following, among other proceedings, were
had and Entered of Record to-wit—

100
19464

Henry Stone and Uriah B. Couch

Robert S. Moore, Horace Norton
Joel L. Walter, Edward R. Rogers
The Leitzers Fire Insurance Company
The Niagara Insurance Company
The Unity Insurance Company
The Peoria Marine and Fire Insurance Company
The Western World Insurance and Trust Company

Bill for
Injunction vs

This day again
come the said parties by their respective solicitors, and the
Defendant Moore by his solicitors. Now moves the Court for
a rule upon the Complainants, requiring them to file a
now and sufficient Injunction Bond in said cause
Whereupon on motion of complainants solicitors, it is
ordered that the Complainants Bill of Complaint filed
in said cause be, and the same hereby is, dismissed
out of this Court, as to the said Defendants The
Western World Insurance and Trust Company,
and thereupon it is agreed by and between the said
parties, that the Answer and supplemental answer
of the said Defendant Moore and the Exhibits thereto
attached, shall be taken and considered as the Answer
of and Exhibits of the said Defendants, The Leitzers
Fire Insurance Company, The Niagara Insurance Company
The Unity Insurance Company and the Peoria Marine

and Fire Insurance Company, the complainants reserving the right of Exception to the sufficiency or competency of parts of the said answers, but no more formal Exception to be taken; and thereupon said cause is brought on to be heard, upon the Bill of Complaint filed therein, the answers of the defendants thereto and Exhibits, and counsel having been heard as well on the part of the Complainants as of the Defendants, and the Court not being sufficiently advised in the premises, takes said cause under advisement.

And afterwards, to-wit: at the same term of said Court, to-wit: on the 2nd day of March in the year last aforesaid, the following proceedings, among others, were had and Entered of Record, to-wit:

" Henry Stone and Mirah B. Couch

Robert J. Morris, Horace Norton

Doel. G. Walter, Edward Rogers

The Citizens Fire Insurance Company

The Niagara Insurance Company

The Unity Insurance Company

The Peoria Marine & Fire Insurance Company

The Western World Insurance & Trust Company

Bill for
Injunction re

19464

102
This day again come the said parties by their solicitors, and the Court having had said Cause under advisement, and being now fully advised of and concerning the premises, doth find that the said Complainants are not entitled to the relief prayed for in their said Bill of Complaint.

Therefore it is ordered and judged and decreed by the Court, that the Complainants Bill of Complaint filed in said Cause be and the same hereby is dismissed out of this Court for want of Equity, at the Cost of the Complainants to be taxed—

I, WILLIAM L. CHURCH, Clerk of the Circuit Court of Cook County, in the State aforesaid, do hereby certify the above and foregoing, to be a true, perfect and complete copy of All papers, and all proceedings Entered of record in a certain cause lately pending in said Court of the Chancery side thereof, wherein Henry Stone Et al were Complainants and Robert S. Morris Et al Defendant.

In Witness Whereof, I have hereunto set my hand, and affixed the Seal of said Court at Chicago, this Second day of April A. D. 1861

Wm L Church Clerk.

For Record \$ 30⁰⁰ Paid by Smith

Henry Stone &
Nathl B. Couch.

Robert S. Moore & als

In Chancery -
Erie & Coast Counties
Circuit Court

argument of Errors -

The said Complainants say there is manifest Error in the record and proceedings of said Cause in said Circuit Court in this - to wit.

1st The said Circuit Court erred in dismissing said Complainants Bill of Complaint, and awarding final decree in favor of said Defendants.

2nd Said Circuit Court erred in not granting and decreeing said Complainants on the final hearing of said Cause the relief prayed for in said Bill of Complaint.

3rd Said Court erred in not requiring said Moore and said Norton, Walter and Rogers to discover and set forth in their answers the actual condition of accounts existing between said Moore and the said Norton, Walter and Rogers, and in sustaining the denunciations contained in said answers to the portions of the Bill containing the charges relating thereto.

4th Said Circuit Court erred in making its final decree of dismissal of Complainants Bill at this Court, when by the law of the land said Court should have decreed in favor of Complainants and against said Defendants for the sum of Two Thousand Four Hundred Dollars, and interest and costs.

Brackets, Lumber & Smith.

Solitors for Complainants
in Error.

I appear for said defendants in said Supreme Court and say there is no error in said decree and proceedings of said Circuit Court -
W. B. Gundy for Defendants

222

Henry Stone

Robert S. Moore

Recd

Filed Apr. 17, 1861
S. Deland
Clk.