Office of the North-Carolina Mutual Insurance Company.

RALEIGH.

DIRECTORS:

J. B. G. ROULHAC, Raleigh,
HENRY D. TURNER, "
TALBOT H. SELBY, "
JOHN R. WILLIAMS, "
C. W. D. HUTCHINGS, "
JAMES M. TOWLES, "
JAMES F JORDAN, "

JOSH. G. WRIGHT, Wilmington,
JAMES E. HOYT, Washington,
ALEXANDER MITCHELL, Newbern,
JOHN M. JONES, Edenton,
W. N. H. SMITH, Murfreesborough,
H. B. WILLIAMS, Charlotte,
GEO. A. SMITH, Milton,

JOSH. BONER, Salem,
W. W. GRIFFIN, Elizabeth City,
A. T. SUMMY, Asheville,
F. F. FAGAN, Plymouth.
O. F. LONG, Hillsboro',
JOS. WHITE, Wadesboro',

OFFICERS:

J. B. G. ROULHAC, *President*,
H. D. TURNER, *Vice-President*,
J. C. PARTRIDGE, *Secretary & Treasurer*,

JNO. R. WILLIAMS,
T. H. SELBY,
C. W. D. HUTCHINGS,
} *Executive Committee.*
JNO. H. BRYAN, *Attorney*.

CONDITIONS OF INSURANCE:

1.—All applications for Insurance must be made in writing, according to the printed forms prepared by the Company. Such applications shall contain the place where the property is situated; of what materials it is composed; its dimensions, number of chimneys, fireplaces and stoves; how constructed, and for what occupied; its relative situation as to other buildings, distance from each; if less than 100 feet; for what purpose occupied, and whether the property is encumbered, by what and to what amount; and if the applicant has a less estate than the fee, the nature of the estate.

2.—Such application may be made either by the applicant or by a surveyor, and in all cases the insured shall be bound by the application—for the purpose of taking which, such surveyor will be deemed the agent of the applicant.

3.—The applicant shall, at the time of making such application, give his note for the premium, and shall pay upon the same ten per cent., and also one dollar for the survey, and one dollar for the Policy to be issued thereon, and such other sum as shall be agreed upon by the agent or applicant for extra trouble.

4.—No insurance shall be considered as binding until the application and note are deposited in the Office of the Company, application approved by the Directors, and the ten per cent. and the expenses of the survey and policy paid.

5.—Property must be insured in the name of all the owners, and the application must state the interest of each owner, or the policy will be void.

6.—Goods held in trust or on commission are to be insured as such, otherwise the policy will not cover such property.

7.—If any person insuring any property in this Company shall make any misrepresentation or concealment in the application, or if, after the insurance is effected, the risk of the property shall be increased by any means whatever within the control of the assured; or if the building or premises shall be occupied in any way so as to render the risk more hazardous than at the time of insuring, and not specified in the said application—such insurance shall be void and of no effect. And if the insured shall alienate the property insured, or any part thereof, conditionally, by mortgage or otherwise, or shall suffer any judgment or decree operating as a lien on said property, or any part thereof, to pass against him, the policy shall be void, unless he shall make a representation thereof in writing to the Directors of said Company' stating the amount and to whom mortgaged, or in whose favor such judgment or decree was rendered; and in case such a representation is made, said Directors shall have power to give their assent to the same or cancel said Policy, as they shall deem proper on examination.

8.—If any property insured in this Company shall be rendered more hazardous after insurance is effected, by any means whatever not within the control of the insured, such person so insured shall immediately give notice to the Secretary, and the Directors may elect either to continue the Insurance upon the same terms—to continue it if the insured shall give his additional Premium Note for such sum as the Directors may determine—or may cancel the Policy and return the Premium Note and the rateable proportion of the ten per cent. unexpended; and if the insured shall omit in such case to give the said notice, then such Insurance shall be void and of no effect.

9.—In all cases of insurance, the Company shall be liable 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 dates of the different Policies.

10.—All persons insured by this Company, and sustaining loss or damage by fire, are forthwith to give notice thereof to the Secretary, and within thirty days after said loss to deliver a particular account of such loss or damage, signed with their own hands and verified by their oath or affirmation—and also, if required, by their books of account and other proper vouchers. They shall also declare, under oath, whether any and what other insurance has been made on the property—what was the whole value of the property insured—and when and how the fire originated, so far as they may know or have reason to believe—and what their interest in the property insured was at the time of the loss or damage sustained. They shall also procure a certificate under the hands of a magistrate, notary public or clergyman, (most contiguous to the place of the fire, and not concerned in the loss or related to the insured or sufferers,) that he is acquainted with the character and circumstances of the person or persons insured; and knows or verily believes that he, she or they really and by misfortune, and without fraud or evil practice, hath or has sustained by such fire, loss and damage to the amount therein mentioned; and until such proofs, declarations, and certificates are produced, the loss shall not be deemed payable; and shall state whether, since the time of effecting such insurance, the risk has been increased by any means whatsoever. And any misrepresentation or concealment, or fraud, or false swearing by the insured, in any statement or affidavit in relation to said loss or damage, shall forfeit all claim by virtue of the Policy, and shall be a full bar to all remedies upon the same.

11.—In case of fire, or loss, or damage, or exposure to loss or damage merely, it shall be the duty of the insured to use their best endeavors for saving and preserving the property.

12.—This Company will be liable for fire by lightning, but not for any loss or damage by fire happening by means of any invasion, insurrection, riot or civil commotion, or of any military or usurped power.

13.—Jewels, plate, medals, paintings, statuary, sculptures, curiosities and musical instruments are not deemed to be included in any insurance, unless an inventory thereof accompany the application for insurance, or is inserted in the Policy.

14.—Payment of losses is to be made within three months after the loss shall have been ascertained and proved, and the statement made as above contained.

15.—All communications to the Company or its Officers to be postage paid.

16.—Any member who shall, for the space of sixty days after being duly notified by the Secretary of any assessment made upon his Premium Note for the purpose of meeting losses, neglect or refuse to pay such assessment, shall forfeit his Policy, and the same may be cancelled by the Executive Committee.

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