

West Amesbury
Homestead
Matters

West Newbury Mutual Fire Ins. Company.

No. 5907

West Newbury, June 9th 1871

For Value Received in Policy No. 5907 dated the ninth
day of June 1871, issued by the WEST NEWBURY MUTUAL FIRE INSURANCE
COMPANY, I promise to pay the said Company, or their Treasurer for the time being, the sum of
One hundred and seventy five Dollars ~~10~~₁₀₀, in such portions, and at such
time or times, as the Directors of said Company may, agreeably to their Act of Incorporation, order and
assess.

175 Dolls. ~~10~~ Cts.

Carroll

James S. Mason

West Newbury Mutual Fire Insurance Company.

No 6905

THIS POLICY OF ASSURANCE WITNESSETH,

That Whereas E. W. Morse of San Diego in the County of California and State of California a Member of the WEST NEWBURY MUTUAL FIRE INSURANCE COMPANY, has given him Promissory Note, of even date herewith, payable to said Company, for One hundred and forty eight ⁰⁰ Dollars, and bound and obliged himself to pay such sums as may be required by the Directors of said Company, pursuant to the Act of Incorporation of said Company.

Now in Consideration of the Premises, the said E. W. Morse his heirs, executors, administrators, and assigns, are hereby Insured against Loss or Damage by Fire, in the sum of twenty five hundred ^{(and twenty) dollars} viz.: upon his

Dwelling house	One thousand dollars -	Contents of said house	three hundred dollars	13 00
Carriage & wood house adjoining	two hundred dollars -	Contents of the same	one hundred ^{dollars}	3 00
Barn	one hundred and fifty dollars -	Contents of said barn	one hundred & twenty dollars	2 70
Eder mill & mill house	three hundred dollars			3 00
Old tenement house	one hundred and fifty dollars			1 50
Dwelling house in Sealsburg (King's Island)	two hundred dollars			2 00
				\$ 25 20

All of the above except the last named, are situate on Bear Hill in West Newbury

subject to the conditions hereafter expressed, and to the lien created by the Act of Incorporation, for the term of seven years, from the ninth day of June A. D. 1873, at NOON, until the ninth day of June at NOON, which will be in the year one thousand eight hundred (and eighty)

This Policy is Made and Accepted, upon the representation of the assured, that the above-named sum is not more than three-fourths of the value of said property; that the distance between this and other buildings is as follows:

Dwelling house 40 feet East of barn - Wood & Carriage adjoining dwelling house
 Eder mill house 75 feet West of dwelling house (and 10 or 15 feet South of barn
 Said mill house is used for manufacturing carriage props (and has a small steam engine in use in said building - A house 3 feet Southly (and another house 5 feet Northly from from the house at King's Island

that they are occupied for usual purposes
 ; that friction matches and ashes are kept at all times in a safe deposit; that stoves and funnels are well secured;
 that fire and open lights are not carried into the barn or out-buildings
 that _____ encumbered _____

; and it is fully understood by and between the parties hereto, that if the above description of the property is not true and full, so far as regards the risk on the same; or if the assured shall make any alteration or different appropriation of the buildings, or do any other act to increase the risk, or when the risk is increased by the act of any other party, unless the assured gives notice thereof to the Secretary, in writing, within forty-eight hours from the commencement of the change in the risk; or if the property shall be sold or conveyed (mortgages excepted) in any way, in whole or part; or if insurance has been or shall hereafter be made without the knowledge and consent of the Directors; or if the assured shall refuse or neglect to pay his premium note, or any part thereof, when required by the Directors, then and in every such case the risk hereby assumed shall cease, and this Policy become void.

And it is Provided, That in case of loss the assured shall by himself or his agent, without delay, furnish to the Secretary as particular an account of the loss as the nature of the case will admit, and shall make proof of the same, by affidavit, before some Justice of the Peace, if required; until which shall be done no payment shall be made, and any loss not claimed within sixty days after it shall happen shall not be allowed. If there shall appear to be any fraud in any claim made for loss, or any false swearing in support thereof, the claimant shall forfeit all benefit under this Policy, excepting such as the Directors may see fit to allow. And whenever the Company shall pay any loss, the assured shall assign to them all his right to recover satisfaction therefor from any other party, (except for insurance,) and prosecute on behalf of the Company, at the request of the Directors. In case of the death of the assured, the property shall stand insured to his heirs, (unless notice of withdrawing is given by the Directors or administrators,) for the term of one year, at which time this Policy shall terminate.

And it is also Provided, That the Directors may annul this Policy by giving ten days' notice to the assured, and the assured may withdraw from the Corporation by surrendering this Policy, and paying his proportion of all losses and expenses that may then have accrued.

Books of Accounts, Securities for Money, Evidences of Debt, Money, Jewels, Plate, Medals, Paintings, Sculpture, and Curiosities, are not insured unless particularly mentioned in the Policy.

Now Know Ye, That the absolute and conditional funds of the said Company are hereby bound and subjected to satisfy and to make good unto said assured, his heirs, executors, administrators, and assigns, all the loss or damage by fire or lightning which may happen to said insured property within the term aforesaid, according to the true intent and meaning of said Act of Incorporation, not in any case to exceed the amount insured thereon.

In Witness Whereof, The President of this Corporation has subscribed this Policy, and the Secretary thereof has countersigned the same, at WEST NEWBURY, this twenty second day of September in the year one thousand eight hundred and seventy three

\$ 2370 at 6 per cent. 142.20
 \$ 150 at 4 per cent. 6 00
 \$ _____ at _____ per cent. _____
 Deposit Note, \$ 148.20
 Policy, 1.00

Otis Little President.
John C. Carr, Secretary.

ACT OF INCORPORATION

OF THE

West Newbury Mutual Fire Insurance Company.

SECTION 1. Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, That Thomas Hills, Eliphalet Emery, Samuel Tenney, Edmund Hills, Edmund Worth, Enoch Noyes, Jr., John Follansbee, Amos Bricket, Paul Bayley, Dudley Heath, Daniel Bayley, Jr., Dean Robinson, Enoch Thurlow, Moses Noyes, Josiah Parker, and their associates, successors, and assigns, be, and they hereby are constituted a body politic and corporate by the name of the WEST NEWBURY MUTUAL FIRE INSURANCE COMPANY, with powers and privileges incident to such Corporations, for the term of twenty-eight years.

SECT. 2. Be it further enacted, that when the sum subscribed to be insured shall amount to Fifty Thousand Dollars, said Corporation may insure for the term of one to seven years, any building, goods, or furniture, to any amount not exceeding three-quarters of the value of the property insured.

SECT. 3. Be it further enacted, That said Corporation may choose such officers and establish such By-Laws as they may deem necessary, not repugnant to the Constitution and laws of this Commonwealth, and each member shall have as many votes as he has policies, and may vote by proxy.

SECT. 4. Be it further enacted, That the funds of said Corporation shall be vested in stocks or loaned on such security as the Directors may order, and shall be appropriated first to pay the expenses of the Corporation, and next to pay the damages which any member may be entitled to recover on his policy. In case any member shall have a just claim upon the Corporation exceeding the amount of their existing funds, the Directors shall without delay assess such sum as may be necessary on the members, in proportion to the amount of their premium and deposits for seven years, but not to exceed treble the amount of such premiums and deposits.

SECT. 5. Be it further enacted, That whenever any member shall recover judgment against said Corporation, he may levy his execution on their estate or funds; but if sufficient estate or funds cannot be found, he may levy the same on the private property of any one of the Directors. Provided they first refuse or neglect, for the space of sixty days, to satisfy the execution, after formal demand made on them for that purpose; and any Director whose property may be thus taken, may sustain an action of the case against the Corporation, to recover full and adequate damages therefor.

SECT. 6. Be it further enacted, That each policy of insurance shall of itself, without any other ceremony, create a lien on any building insured and on the land under it, and this provision shall not prevent the taking of other collateral security.

SECT. 7. Be it further enacted, That in case it becomes necessary to resort to the lien on property insured, the Treasurer shall demand payment of the insured, or his legal representatives, and likewise of the tenant in possession; and in case of non-payment, the Corporation may sustain an action for any sum due, either on the deposit note or by assessment, and their execution may be levied on the insured premises; and the officer making the levy may sell the whole or any part of the estate at auction, giving notice and proceeding in the same manner as is required in the sale of equities of redemption on execution; and the owner shall have a right to redeem the estate by paying the cost of sale, the amount of execution, and twelve per cent. interest thereon, within one year from such sale.

SECT. 8. Be it further enacted, That all and every person and persons who shall at any time be interested in said Company by insuring therein, and also their respective heirs, executors, administrators, and assigns, continuing to be insured therein, shall be deemed and taken to be members thereof, for and during the term specified in their respective policies, and no longer, and shall at all times be concluded and bound by the provisions of this Act.

SECT. 9. Be it further enacted, That this Corporation shall be liable to be taxed by any general law of this Commonwealth, taxing other similar institutions; and any member named in the Act may call the first meeting by advertising the same in any newspaper printed in Newburyport.

In the House of Representatives, February 4, 1828. Passed to be enacted.

WM. C. JARVIS, Speaker.

In Senate, February 5, 1828. Passed to be enacted.

JOHN MILLS, President.

February 8, 1828. Approved.

LEVI LINCOLN.

The foregoing is a true copy of the original Act.

Attest:

EDWARD D. BANGS, Secretary of the Commonwealth.

CHARTER RENEWED, MARCH 22, 1849.

BY-LAWS.

ARTICLE 1. There shall be an annual meeting of this Corporation in West Newbury, on the first Monday in May, at two o'clock in the afternoon, at such place as the Directors may appoint; notice of which, together with the subjects to be acted upon, shall be given by the Secretary at least ten days prior to the meeting, by publishing the same in such newspaper as the Directors may order; like notice shall also be given of all special meetings ordered by the Directors, or by request of any ten members of the Corporation, in writing. Ten members shall constitute a quorum for business.

ART. 2. The government of the Corporation shall be vested in seven Directors, to be chosen by ballot at the annual meeting, for the term of one year, and until others are chosen in their stead, a majority of whom shall be inhabitants of West Newbury; the Directors shall choose one of their number for President, who shall preside at all of the meetings of the Corporation and Directors, if present; if not, the senior Director present; and in case of vacancy in the board, it may be filled by the remaining Directors.

ART. 3. The Directors shall have the superintendence and management of the prudential and financial concerns of the Corporation, and of all matters and things not otherwise provided for in these By-Laws. They shall appoint a Secretary, who shall record all policies, and keep a fair record of the doings of the Corporation and Directors, which record shall be open at all times for the inspection of the members. They shall also appoint a Treasurer. The Directors shall make a report, at each annual meeting, of the amount of property insured, and generally of the affairs of the Corporation. They shall meet at such times and places as they may deem necessary, and five Directors shall constitute a quorum for business, and in case that number should not assemble, the Secretary shall adjourn from time to time until that number shall meet.

ART. 4. Every person or company by their agent, upon receiving their policy, shall pay to the Secretary one dollar for the benefit of the Corpora-

tion, and shall deposit with him a premium note of not more than eight nor less than two per cent., as the Directors may determine, on the amount of property insured in said policy.

ART. 5. No cotton or woolen factory shall be insured in this Company, nor shall any other establishment where insurance is wanted to exceed twelve thousand dollars.

ART. 6. In order that there may not be more than one assessment in any one year, the Directors are authorized in case of loss to borrow such sum of money as may be necessary to pay such loss.

ART. 7. The Treasurer shall keep all cash and securities of the Corporation, and shall collect all debts due, and if necessary prosecute all demands in their name and behalf to final judgment and execution, and hold the same subject to the order of the Directors.

ART. 8. Insurance shall be by policy signed by the President and countersigned by the Secretary, but a greater amount than three thousand dollars shall not be taken on any one insurance or on separate insurance where the buildings or property are so situated as to render the same, in the opinion of the Directors, equivalent to a single risk.

ART. 9. The Corporation, at the annual meeting, or any meeting called for that purpose, may make any new By-Laws or alter or repeal any existing By-Laws by a vote of two-thirds of the members present.

ART. 10. When any property insured shall be alienated by sale or otherwise, the policy shall thereupon be void. But if the grantee or alienee has the policy assigned to him, and shall make application within thirty days, he may, with the consent of the Directors, have the policy continued in force for his benefit, with all the rights which belonged to the person originally insured.

Mutual Fire Insurance Company.

No. 6905

Ephraim W. Morse

Amount Insured, \$ 2520

Premium Note, . . . \$148.20

Policy, 1 00

Stamp,

Expires June 9th 1880

In communicating with this Office, send the number of your
Policy, and pay the Postage.

TRANSFER.

HAVING sold and conveyed the within insured property to
of _____ I hereby transfer and assign to h _____ the Policy of Insurance within written, with all the privileges
and benefits secured by said Policy; it being agreed and understood that the undersigned will continue to be held for the payment of such assessments as
may be made on the deposit note within mentioned, for losses sustained prior to this date.

DATED at _____ this _____ day of _____ A. D. 18

Approved,

Signed,

Attest:

SECRETARY.

ASSIGNMENT.

HAVING mortgaged the property within mentioned to _____
of _____ for _____ dollars, I hereby assign
to h _____ the within written Policy, to hold as collateral security for the performance of the conditions of said Mortgage, and for h _____ benefit in case
of loss by fire.

DATED at _____ this _____ day of _____ A. D. 18

Signed,

The Directors consent to the above assignment, on the express condition that in case of refusal or neglect of the Mortgagor to pay any assessments lawfully
due, that the Mortgagee shall be liable for the same, after notice.

Attest:

SECRETARY.

DISCHARGE.

_____ 187 The Mortgage _____ named having been satisfied and cancelled,
hereby assign to _____ all _____ right, title, and interest in the within Policy of Assurance.

The Directors consent.

SECRETARY. Signed,

Know all men by these Presents, that I, Ephraim W. Morse of San Diego, California, for and in consideration of the paternal love and affection, which I bear unto Edward W. Morse of Merrimac County of Essex, State of Massachusetts, Do hereby give, grant, alien, enfeoff and confirm unto the said Edward W. Morse his heirs and assigns forever, all that real property situate on Bear Hill in the town of Merrimac, County of Essex & State of Massachusetts - and more particularly known and described as the Morse farm, consisting of one hundred acres more or less, & being the identical premises owned and occupied by the late John S. Morse at the time of his death, and bequeathed me by his last will and testament; Together with all and singular, the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining; To have and to hold the above-granted premises to the said Edward W. Morse, his heirs and assigns, to his and their use and behoof forever.

And I, the said Ephraim W. Morse, for myself my heirs, executors, and administrators, do covenant with the said Edward W. Morse his heirs and assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all encumbrances; and that I will, and my heirs, executors and administrators

shall, warrant and defend the same to the said Edward W. Morse and his heirs and assigns forever, against the lawful demands of all persons -

In Testimony whereof, I the said Ephraim W. Morse, and Mary C. Morse the wife of said donor, in token of her release of all rights of dower and homestead exemption in the premises, have herunto set our hands and seals, this October 18th A.D. 1878

Ephraim W. Morse ^{wife.}
Mary C. Morse ^{wife.}

In presence of
Geo. N. Hitchcock
S. W. Hackett

State of California } ss.
County of San Diego }

I, Geo. N. Hitchcock a Notary Public in & for San Diego County - State of California, residing in the City of San Diego, do hereby certify that on this October 18th A.D. 1878, the above named Ephraim W. Morse and Mary C. Morse personally appeared before me at my office in the City of San Diego - State & County aforesaid, and acknowledged the foregoing instrument, by them signed, to be, respectively, their free act and deed.



In witness whereof I have herunto
set my hand & affixed my official
seal at my office in the City
County & State aforesaid this
October 15th a.d. 1878
Geo. N. Hitchcock
Notary Public

Deed

Morse

to

Morse

Know all men by these presents, that I
Ephraim W. Morse of San Diego California
for and in consideration of the paternal love
and affection which I bear unto Edward
W. Morse of Merrimac, County of Essex,
State of Massachusetts, Do hereby give, grant,
alien, enfeoff and confirm unto the said
Edward W. Morse his heirs and assigns
forever, all that real property situate on Beech
Hill, in the town of Merrimac, County of
Essex and State of Massachusetts, & more
particularly known and described as the
Morse farm, consisting of one hundred acres
more or less, and being the identical
premises owned and occupied by the late
John T. Morse at the time of his death and
bequeathed me by his last will and testament.
Togeth^r with all & singular, the tenements,
hereditaments and appurtenances thereunto
belonging or in any wise appertaining; To
have and to hold the above granted premises
to the said Edward W. Morse, his heirs and
assigns, to his and their use, behoof forever.

And I the said Ephraim W. Morse, for
myself, my heirs, executors, and administrators
do covenant with the said Edward W. Morse
his heirs and assigns, that I am lawfully
seized in fee of the afore granted premises;
that they are free from all incumbrances:

and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said Edward W. Morse and his heirs and assigns forever, against the lawful demands of all persons.

In testimony whereof, I the said Ephraim W. Morse, and Mary C. Morse the wife of said donor, in token of her release of all rights of dower and homestead exemption in the premises in the premises, have hereunto set our hands and seals, this Oct 18th A.D. 1878.

Ephraim W. Morse
Mary C. Morse

In presence of
Geo. N. Hitchcock

State of California (SS-
County of San Diego)

I Geo. N. Hitchcock a Notary Public in and for San Diego County, State of California, residing in the City of San Diego do hereby certify that on this Oct. 18th A.D. 1878 the above named Ephraim W. Morse and Mary C. Morse personally appeared before me at my office in the City of San Diego State & County aforesaid and acknowledged the foregoing instrument by them signed, to be, respectively their free act and deed.

In witness whereof I have hereunto
set my hand, and affixed my official
seal, at my office in the City, County and
State aforesaid this October 18th A.D. 1878

Geo. N. Hitchcock

Notary Public

Seeds

Morse

to

Morse

The Seed from
Mrs Wilson to me
is in ^{of the barn} my key of
Seeds in Tin box

Copy of Deed. E. W. Morse to Edward W. Morse May 5/88 Reported Return in Merriam



SAN ANGELES LITHOGRAPHIC CO.

Office of E. W. Morse,

Room 26, Pierce-Morse Block,

P. O. Box 14.

San Diego, Cal.,

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Copy

know all men by these presents, that I, Ephraim W. Morse of San Diego California for and in consideration of the parental love and affection which I bear my son Edward W. Morse of Merriam Mass. do hereby give, grant, alien and release and confirm unto the said Edward W. Morse, his heirs and assigns all that real property, situate in the town of Merriam and Commonwealth of Massachusetts and described as follows, to wit:

as the farm of the late John S. Morse of said Merriam consisting of one hundred acres, more or less, and being the identical premises occupied by him at the time of his death and devised and bequeathed to Ephraim W. Morse, to have and to hold, the above granted premises with all the privileges and appurtenances to the same belonging, to the said Edward W. Morse and his heirs and assigns to his and

their lives and behoof forever. And I do hereby
for myself and my heirs, executors and administrators
Covenant with the said grantee and his heirs
and assigns, that I am lawfully seized in
fee simple of the above described premises
and that I will and my heirs and executors
and administrators shall warrant and
defend the same unto the said Edward
W. Morse, his heirs and assigns forever
against the lawful claims and demands
of all persons.

In witness whereof we the said
Ephraim W. Morse and Mary C. Morse
who joins herein in token of her release
of all right of or to both dower and
homestead in the above described premises
have hereunto set our hands and seals
this fifth day of May in the year of
our Lord 1848.

Ephraim W. Morse
Mary C. Morse

Signed sealed and delivered
in presence of
A. L. Hitchcock
C. P. Lorr

acknowledged by both before G. N. Hitchcock
Notary Public
May 5: 1848