

No. 33

By this policy of insurance, the Protection Insurance Company, in consideration of forty Dollars to them paid by the assured herein after named, the receipt whereof is hereby acknowledged, do insure Richard F. Cadle, as agent of the Domestic and Foreign Missionary Society of the Protestant Episcopal Church in the United States of America at Green Bay, Michigan Territory, against loss or damage by fire to the amount of Three thousand and two hundred dollars upon the following buildings, vis:

- \$350.- Three hundred and fifty dollars on a Barn & Shed,
- 300.- Three hundred dollars on the baking & washing house,
- 250.- Two hundred and fifty dollars on School House No. 1,
- 250.- Two hundred and fifty dollars on School House No. 15,
- 2,050.- Two thousand and fifty dollars on the Main Missionary House, as yet in part unfinished, & to be finished during the ensuing year.

All of which several buildings are situated at Green Bay, Michigan Territory, and are particularly described in Survey No. 33, on file in the office of the Agent at Detroit,

And the said Company do hereby promise and agree to make good unto the said assured, his successors, 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 first day of December one thousand eight hundred and thirty one (at 12 o'clock at noon,) unto the first day of December one thousand eight hundred and thirty two (at 12 o'clock at noon,) the said loss or damage to be estimated according to the true and actual 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 to 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, which may happen or take place by means of any invasion, insurrection, riot or civil commotion, or of any military or usurped power. AND PROVIDED FURTHER, That in case the assured shall have already any other insurance against loss by fire on the property hereby insured 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 assured, or his successors, assigns, shall hereafter make any other insurance on the same property, and shall not with all reasonable diligence give notice thereof to this company, and have the same endorsed on 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, whether prior or subsequent to the date of this policy, the assured shall not in case of loss or damage, be entitled to demand or recover of this company, 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 buildings shall at any time after the making and during the continuance of this insurance, 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 in the conditions annexed to this policy, or for the purpose of storing therein any of the articles, goods or

merchandize, in the conditions aforesaid denominated hazardous or extra hazardous, unless herein otherwise specially provided for, or hereafter agreed by this company in writing, and added to or endorsed 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 books of account, 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 PROTECTION INSURANCE COMPANY have caused these presents to be signed by their President, and attested by their Secretary, in the City of Hartford, and State of Connecticut - but the same shall not be valid, until countersigned by A. B. Bates, Esquire of Detroit, Agent of said Protection Insurance Company.

? Ellsworth, President.

Attested, T. C. Perkins, Secretary.

Countersigned at Detroit this 28th day of November A.D. 1831.

Asher B. Bates, Agent.

Seal of the  
Protection Insurance Company.

\*\*\*\*\*

CONDITIONS OF INSURANCE  
REFERRED TO IN THE BODY OF THE FOREGOING POLICY.

1. GOODS are denominated not hazardous, hazardous, and extra hazardous. Goods not hazardous are such as are usually kept in Dry-Good Stores; including also Household Furniture and Linen, Cotton in bales, Coffee, Flour, Indigo, Pot Ash, Rice, Sugars, and other articles not combustible.
2. The following trades, Goods, wares and merchandize, are denominated hazardous, viz. Chair Makers, Chocolate Makers, Sail Makers, Tavern Keepers, Tobacco Manufacturers, China, Glass and Earthen Ware in packages, Booksellers Stock, Chip and Straw Hats, Flax, Hemp, Groceries, including Spiritous Liquors, Oil, Pitch, Salt Petre, Tar, Turpentine.
3. The following trades and occupations, goods, wares and merchandize, are denominated extra hazardous, viz. Apothecaries or Druggists, Boat Builders, Coach Makers, Soap Boilers, Tallow and Ship Chandlers, Cabinet Makers, Carpenters in their own shops, or in buildings erecting or repairing, Chemists, China, Glass and Earthen Ware Sellers, Coopers, Dyers, Founders, Musical Instrument Makers, Jewellers, and all manufactories requiring the use of fire heat; Aqua Fortis, Ether, Spirits of Turpentine,

Hay, Straw, Fodder, and Grain unthreshed, Gunpowder not insurable.

Fulling Mills,

MEM. - Grist Mills, Paper Mills, Saw Mills, and other Mills, Manufactories, Distilleries, Bakeries, Breweries, Malt Houses, Printing Offices, Book Binders, and Sugar Refiners, will be insured at special rates of Premium.

4. A false description, by the insured, of a building insured, or of its contents; or in a valued policy, an overvaluation shall render absolutely void a policy issuing upon such description or valuation. But the office will be responsible for the accuracy of surveys and valuations made by its Agents.
5. No insurance, whether original or continued, shall be considered as 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.
7. Policies of Insurance, subscribed by this company shall not be assignable without the consent of the company, expressed by endorsement made thereon. In case of assignment without such consent, whether of the whole policy, or of any interest in it, the liability of the company in virtue of such policy shall thenceforth cease.
8. This company will be liable for losses on property burnt by lightning.
9. Jewels, Plate, Medals, Paintings, 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.
10. 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 oath or affirmation; and also, if required, by their books of account and other proper vouchers. They shall also declare on oath, whether any and what other insurance has been made on the same property, and procure a certificate, under the hand 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 they are acquainted with the character and circumstances of the person or persons insured; and do know or verily believe, 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 until such proofs, declarations and certificates are produced, the loss shall not be deemed payable. Also if there appear any fraud or false swearing, the insured shall forfeit all claim under his, her or their policy.
11. Payment of losses shall be made in sixty days after the loss shall have been ascertained and proved, without any deduction whatever; and in case differences 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 on the parties.
12. Insurance may be made for seven years, by paying the premium for six years; and for over one, and a less number of years than seven, a reasonable discount shall be allowed.

13. Insurance once made, may be continued for such further term as may be agreed on, the premium therefor being paid and endorsed on the policy, or a receipt being given for the same; and they shall be considered as continued under the original representation in so far as it may not be varied by a new representation in writing.

But after all this urgency it was soon discovered after the rising of the Convention, that the funds were quite insufficient for the work in which we were to engage. The fluctuating policy, and, in some instances, retrograde movements of the Executive Committee, at that time plainly manifested on their part, a desire to do something which they lacked either courage to perform, or the means of effecting to their satisfaction. If all was purely the result of tenderness towards me, gratitude demands that I should not forget it. While on this subject, I wish to remember with thankfulness the many tokens of brotherly love and kindness, which were bestowed upon me by some of my brethren, more especially before it was well understood what course I intended to pursue in the Special Convention of last fall. And as I feel the same love for them which I ever did, I hope the time will come, when those unfriendly excitements which grew out of the free exercise of my understanding, as a rational being, of my rights as a member of the diocese, and of my conscience as an honest man and a christian, being past and gone, they will return to the same tone of kindly feeling; and as they have viewed me as Paul did Mark, "who departed from his company at Pamphilia," so like Paul; they may hereafter have occasion to confess that I "am profitable for the ministry."

Not that I have anything to dread, from the resentment of any man, or number of men; but because I love my brethren. Nor yet because I have any thing to expect; for at a sacrifice I entered the service of the society, and in like manner have I continued in it, while situations more eligible, and offers more advantageous in the general estimation, have been held out to me. But as none of these things moved me from my full and steadfast purpose of doing something if permitted, for the temporal, spiritual and eternal welfare of the natives of our land, so neither did I intend that the wrong feelings of some of my brethren should deter me from the undertaking whenever a fair prospect should open before me. Indeed it was no light burthen upon my feelings, to think of being made the instrument of expending those funds which had been given from the purest motives, for the best of purposes, by the most valuable members of the church, without pursuing my labors to a result which would in some measure compensate their pious liberality, by meeting their reasonable expectations. When therefore it was finally concluded that I should repair to Boston to solicit aid from our friends in that city, and elsewhere to the east, I accepted the appointment, as the plan seemed to promise most for the final accomplishment of the main design.

But after the resources of the society have been increased; after I have collected one hundred and thirty-five dollars, due to the society in Philadelphia, and obtained subscriptions and donations at the east to the amount of more than one thousand dollars, with the promise of annual and probably increasing assistance, all devoted exclusively to the Green Bay Mission; after the minds of our friends have been directed to Green Bay, their feelings engaged and a deep interest excited in them towards that particular station, the Board of Directors, most of whom were also members of the Executive Committee, the identical persons who urged me so vehemently in the autumn of 1826, to depart for Green Bay, on the 17th of May 1827, came to the following

#### RESOLUTIONS.

Resolved, "That all proceedings in relation to the Green Bay Mission, be suspended until the next meeting of the board, and that the Executive Committee, be directed, in the interim, to make enquiries and to devise a plan for the permanent location and establishment of a mission among the Aborigines."

\*Of those present at the late meeting.

"Resolved, That the Rev. Mr. Nash, be employed by the Executive Committee in any other Missionary operation, in which he may be disposed to engage under this society, for which they may think him adapted."

It was stated also, "in the way of explanation, that the board deemed it impracticable to proceed with any effect in this mission, upon the plan proposed, from the great deficiency of means."

Why was not this deficiency discovered in time to have saved the society an unnecessary expenditure? Why was it not at once perceived when the plan was first presented and before its adoption? Why was not some plan involving less expense proposed or required? Why was that wholly approved and fully adopted which it was not possible for the society fairly to commence? I was not so partial to this plan but that others might have been devised. I did not expect when I presented it to the committee, that they would adopt it without exercising upon it their own understandings. I knew very little of the state of the society's funds and resources; nor was it my business to know more than the actual amount of appropriations. I know that "the funds not otherwise appropriated," were pledged to accomplish the object, but the amount of those funds I knew not.

Finally. - As I entered the service of the society for a specific purpose, I was resolved to continue in the same while there remained a reasonable prospect of accomplishing that object; but as the Board of Directors have now declared the project impracticable, my engagement with the society terminates of course.

NORMAN NASH.

Philadelphia, May 23, 1827.

Extract of a letter from Thos. L. McKenney to George Weller, Secretary to the Domestic and Foreign Missionary Society of the Prot. Epl. Church, Philadelphia -

In reply to your letter which I have this moment received, I have to state that from some cause the Treaty of the Butte des Morts, was not acted on by the Senate. It is believed to have been overlooked. No objection it was stated by the Chairman of the Com. to Gov. Cass, was made to the Treaty. It will doubtless be acted on at the next session. Meanwhile it will not be possible for the Department, however desirous it is to promote your object, to advance any means in aid of it, nor can any of the provisions of the Treaty be used in anticipation.

Note - The treaty referred to in the above extract was ratified the session of Congress before the last - but no appropriations were made to carry it into effect until the last session - among the provisions of the treaty, there is one which stipulates for \$1,000.- for education purposes for three years & which remains to be carried into effect.

Off. Ind. Affs. 16 June 1830. Samuel S. Hamilton.