

recovery of any judgment, as aforesaid, against the Company for such loss or damage, settle and determine the sums to be paid by the several Mutual Members thereof as their respective proportions of such loss, and publish the same in such manner and form as they shall see fit, or as by the By-laws shall have been prescribed, and the sum to be paid by each Mutual Member shall always be in proportion to the original amount of his or her Deposit Note or Notes, and shall be paid to the Treasurer within thirty days next after the publication of such notice; and if any Member shall for the space of thirty days after the publication of such notice, neglect or refuse to pay the sum assessed upon him, her or them, or his, her or their proportion of any loss or damage aforesaid, in such case the Directors may sue for and recover the whole amount of his, her or their Deposit Note or Notes, with costs of suit, and the money thus collected shall remain with the Treasurer of the Company, subject to the payment of such loss or expense as shall or may accrue during the continuance of his, her or their Policy, and the balance, if any, remaining, shall be returned to the party from whom it was collected on demand, after thirty days from the expiration of the term for which Insurance was made; Provided always, that no payment, assessment or instalment shall be called in on the Premium or Deposit Notes, until all savings, profits or funds arising from or on account of payments made or monies received on account of the Mutual Branch of Insurance of said Company shall have been first applied to and expended upon the payment of losses or damage previously accruing therein.

shares of any losses.

Proceedings in case of refusal, &c.

XXIII. And be it enacted, That if it shall ever happen that the whole amount of Deposit Notes shall be insufficient to pay the loss occasioned by any one fire or fires, in such case the sufferers insured by the said Company shall receive, toward making good their respective losses, a proportionate dividend of the whole amount of such Deposit Notes, according to the sums by them respectively insured; and any Member, upon payment of the whole of his or her Deposit Note, and surrendering his or her Policy, before any subsequent loss or expense has been incurred, shall be discharged from the said Company.

If the amount of all the deposit notes be insufficient to pay the losses.

XXIV. And be it enacted, That whenever any assessment is made on any Premium Note given to the said Company for any hazard taken by the said Company, or as consideration for any Policy of Insurance issued or to be issued by the said Company, and an action is brought to recover such assessment, the Certificate of the Secretary of the Company, specifying such assessment and the amount due to the Company on such Note by means thereof, shall be taken and received as *prima facie* evidence thereof in all courts and places whatsoever.

Evidence in actions for assessment on premium notes.

XXV. And be it enacted, That when any house or other building shall be alienated by sale or otherwise, the Policy of Mutual Insurance shall be void, and be surrendered to the Directors of the Company to be cancelled, and, upon such surrender, the assured shall be entitled to receive his, or her or their Deposit Note or Notes, upon payment of his, her or their proportion of all losses and expenses that have occurred prior to such surrender; Provided always, that the grantee or alienee having the Policy assigned to him, her or them, may have the same ratified and conferred to him, her or them, for his, her or their own proper use and benefit, upon application to the Directors, and with their consent, within thirty days after such alienation, on giving proper security, to the satisfac-

Policy cancelled by sale of property assured.

Proviso.