Jefferson's Fire Insurance Policy and Monticello's Reconstruction of Slavery

Kenneth S. Abraham

Over two hundred years ago in Albemarle County, Virginia, a noted plantation owner completed an application for fire insurance. The application was to be submitted to a newly established fire insurance company, the first in Virginia and one of the first insurers in the new nation. Then, largely because of the financial challenges that this company and all early American fire insurers faced, he decided not to submit the application.

The putative applicant for insurance was Thomas Jefferson, and the property to be insured was Monticello. This Essay tells how Jefferson's unfiled fire insurance application has facilitated contemporary interpretation of slave life at Jefferson's plantation. The problems that early fire insurers faced – problems that led Jefferson not to file the application – have not entirely disappeared. Insurance law and regulation still must keep these problems in mind. And of course we live still with the legacy of slavery and the challenge of interpreting it at historic slave plantations. That these two totally different subjects should turn out to be connected helps to demonstrate that, not only are there coincidences in history, but there are coincidences in the study of history as well. In what follows, I attempt to take advantage of the latter.

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I.
Fire Insurance in the Pre-Industrial Era

On September 2, 1666, a fire that began in Thomas Farriner's bakery on Pudding Street, in the City of London, spread west beyond the bakery. The ensuing conflagration lasted three days. It destroyed over 13,000 houses, 87 parish churches, and St. Paul's Cathedral.[1] London was a very large city for its time, and as a result the destruction resulting from the Great Fire was immense.

But in smaller cities and towns on both sides of the Atlantic, fires also posed a serious threat and a considerable challenge. Hearths and open fireplaces, which were used for both heating and cooking, vented through chimneys that easily caught fire. The workplaces of tradesmen and artisans often contained grease, oils, or other combustibles that could fuel uncontrolled fires. Buildings were packed closely together and mostly constructed of wood, thatch, or other highly flammable material.[2] Once a fire began, there was a high risk that it would spread to nearby buildings. Firefighting was primitive, consisting predominately of pulling down buildings in the path of a fire in order to create a firebreak, although bucket brigades and occasionally even hoses also were used.

One of the results of the Great Fire was the introduction of fire insurance. Soon after the fire, an "Insurance Office" selling fire insurance opened.[3] By the early 18th century, six fire insurers were operating in London.[4] On this side of the Atlantic developments also followed. A mutual fire insurer, the Friendly Society, was organized in Charleston in 1735, but the Charleston Fire of 1741 put it out of business.[5] In 1752, under the leadership of Benjamin Franklin, the Philadelphia Contributorship for the Insurance of Houses from Loss by Fire was organized. The Philadelphia Contributorship also was a mutual company. It was modeled on another mutual, the Amicable Contributorship of London, whose emblem, four

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[1] Stephen Porter, The Great Fire of London 34, 70-72 (1996).

[2] *Id*. at 11-12.

[3] *Id*. at 153.

[4] *Id*. at 154.

[5] John Bainbridge, Biography of an Idea 41 (1952).

clasped hands (sometimes referred to as "Jacob's Chair"), led it to be known as the Hand-in-Hand.[6]

A few other mutual insurers were established in the coming decades, including one in Virginia. Eventually there were stock insurers as well. Both mutual and stock insurers faced certain similar problems. First, they needed to raise enough capital, either from premiums alone (in the case of the mutuals) or from premiums combined with stock subscriptions (in the case of the stock companies). Early losses incurred prior to the time when substantial capital had been accumulated could be fatal to the company and deny its policyholders payment for losses for which they had contracted. Even today, insurance regulators address this problem with minimum capital requirements that must be met before an insurer may do business.[7]

Second, the early fire insurers had little or no statistical data on which they could base the calculation of premiums. This uncertainty made it impossible for the companies and their potential policyholders to know whether the insurer was in fact adequately capitalized. This uncertainty probably undermined demand for coverage. Fire insurance that is certain to pay off if a policyholder suffers a loss is a lot more attractive than insurance sold by a company whose prospects are uncertain.[8]

Third, as with all insurance, one of the chief threats to the effective functioning of fire insurance was, and still is, correlated loss.[9] Insurers pool the risks posed by individual policyholders. When these risks of loss are independent of each other, the law of averages protects the insurer against large losses. In contrast, when risks are correlated, a single event may result in losses by a significant percentage of policyholders, and the insurer's capacity to pay them all may be limited. That is why modern insurance policies issued by insurers with even billions of dollars of assets exclude coverage of loss caused by such correlated risks as flood, war, and nuclear accidents.[10]

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[6] *Id.* at 29.

[7] KENNETH S. ABRAHAM & DANIEL SCHWARCZ, INSURANCE LAW & REGULATION 1119-21 (6th ed. 2015).

[8] For discussion of the way in which data on claims and losses is collected and disseminated today, *see id.* at 36-38.

[9] *Id.* at 229.

[10] *See, e.g., id.* at 197-98.

As both the Great Fire of 1666 and the Charleston fire of 1741 demonstrated, the risk of loss by fire was highly correlated in the cities, towns, and villages of the pre-industrial era in both England and the early United States. Moreover, the threat of correlated loss was virtually inherent in the early fire insurers' operations, because each company's whole focus was often limited to particular towns or areas. London mutual insurers continually faced financial difficulty, for example, throughout the 18th century.[11] The early American fire insurers also were almost all local and therefore subject to being wiped out by a single large fire. The great New York fire of 1835 put most of the local New York fire insurers out of business.[12]

To think of these early fire insurers as business concerns is a bit misleading. They were mutual protection societies, whose function was, to the extent possible, to come to each others' financial aid after fires had occurred. Some even linked fire-fighting services with the insurance they provided. Mutual fire insurers used two devices in their attempts to combat the financial challenges that they faced. First, they sold long-term policies, rather than those limited to a single year. Both the London mutuals and the Philadelphia Contributorship, for example, sold seven-year policies.[13] This meant that the insurers could count on seven-year premiums (often paid in installments or by way of "deposits") to cushion them against the effects of miscalculation, or of a big fire. Second, the insurers had a right to make a "quota-call" on their member-policyholders for additional funds, in the event that premiums turned out to be insufficient to cover the insurer's losses. Quota-call arrangements seem to have varied, though many, perhaps most, were subject to limits on the amount that could be called.

Long-term policies and the right to make quota-calls gave the mutuals greater stability, and in this way probably attracted business. But in times when a mutual's financial strength was in question – after a big fire, for example – prospective policyholders may have been less likely to purchase a policy that entailed a seven-year commitment and came with enhanced exposure to the possibility of a quota-call. The difficulty of attracting new

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[11] Robin Pearson, *Mutuality Tested: The Rise and Fall of Mutual Fire Insurance Offices in Eighteenth-Century London*, 44 BUSINESS HISTORY 14-19 (Oct. 2002).

[12] F.C. Oviatt, *Historical Study of Fire Insurance in the United States*, 26 ANNALS OF THE AMERICAN ACADEMY OF POLITICAL AND SOCIAL SCIENCE 335, 343 (1905).

[13] BAINBRIDGE, *supra* note 5, at 51.

customers and obtaining renewals of existing policies when an insurer was suspected to be facing financial trouble may have been part of what doomed some mutuals to insolvency after big fires.

II.
Mutual Assurance of Virginia

The "Mutual Assurance Society against Fire on Buildings, of the State of Virginia" was incorporated on December 22, 1794 by an act of the General Assembly. The plan for the society was suggested by William Frederick Ast, a Prussian then residing in Richmond.[14] Ast was clearly the driving force behind the company, and once it was established he became its "principal agent."

A. Getting the Company Started

In contrast to many of the mutual fire insurers of this era, Mutual Assurance was not a local enterprise. It was authorized to sell policies throughout the Commonwealth of Virginia. Given the breadth of its market and consequently its anticipated financial exposure, the legislation establishing the company required it to insure at least $3 million of property value before beginning operation.[15] The General Assembly granted Ast an annual commission of one cent for every hundred dollars of value insured, to be paid out of the company's funds.[16]

Ast may previously have observed the difficulties that other insurers of that era faced, for included in the legislation was a provision that was obviously intended to make it possible for the new company to weather a financial storm if it arose. If the funds of the company were not sufficient, a "reparation" (what I called above a "quota-call") among the persons insured could require each to pay his or her share, according to the sum insured. In order to assure payment of a reparation, each policyholder upon insuring was declared by the legislation automatically to "engage their property

[14] Library of Virginia, Mutual Assurance Society Records, www.lva.virginia.gov/public/mutual.asp.

[15] Act of Dec. 22, 1794, ch. 26, Section 2, "An ACT for establishing a mutual insurance society against fire on buildings in this state."

[16] *Id.*, Section 9. This would amount to at least $3000 per year once the company began operating.

insured (but none other) as security, and subject the same to be sold, if necessary, for the payment of such quotas."[17]

In a subsequent legislative session this provision was reinforced. In order to better enable Mutual Assurance to collect delinquent premiums or quota-calls, the General Assembly provided that Mutual Assurance "shall have the full power to recover the whole or any part of such premiums or quotas . . . on motion of the cashier . . . before the court of the county or the court of the district wherein such delinquent may reside" on "ten days notice."[18]

The pledging of insured property as security, and Mutual Assurance's right to force the sale of the secured property in a summary proceeding held with very short notice to the insured party, gave Mutual Assurance powers that went considerably beyond what other mutuals could do. The Virginia legislation put real teeth in Mutual Assurance's right to make a quota-call in order to shore itself up in the face of a deficit. In addition, when the company did begin operating, it sold perpetual policies. This created additional potential stability, for it would not be as much at the mercy of annual renewals, or even the once-every-seven-year renewals, that the Philadelphia Contributorship and the other mutuals faced.

The test of Mutual Assurance's financial durability came quickly. Major fires struck Richmond in November, 1798, Norfolk in February, 1799, and Fredericksburg in April, 1799. Mutual Assurance lost $35,000 on the Norfolk fire, and by November of that year the company had lost a total of $60,000.[19] In May, Mutual Assurance used the power granted it to impose a quota-call on its members,[20] which was as much as 100 percent of the original premium for those who had been insured prior to the Richmond fire.[21]

Mutual Assurance's very strong power to protect itself, however, was double-edged. On the one hand, the existence of this power would have reassured those who would otherwise have been uncertain about the new company's capacity to operate going forward. Unlike other mutuals, Mutual

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[17] *Id.*, Section 6.

[18] Act of Jan. 12, 1799, Ch. 30, Preamble and Section 1, "An ACT to amend the act, for establishing a mutual assurance society against fire on buildings in this state."

[19] BAINBRIDGE, *supra* note 5, at 71.

[20] RICHARD LOVE, FOUNDED UPON BENEVOLENCE: A BICENTENNIAL HISTORY OF THE MUTUAL INSURANCE SOCIETY OF VIRGINIA 8 (1994).

[21] BARBARA B. OBERG (ed.), 31 THE PAPERS OF THOMAS JEFFERSON 186-88 (2002) (annotation to letter from William Frederick Ast to Thomas Jefferson, 17 September 1799).

Assurance effectively had as a potential asset all of the more than $3 million worth of property that it insured in Virginia. In the event that it needed to do so, it could impose a reparation and, as a last resort, summarily force the sale of as much of this insured property as was necessary to cover its losses. When a policyholder suffered a loss, he was much more likely to be paid if he had a Mutual Assurance policy, because Mutual Assurance was much more likely to be able to pay the loss, even if it was a loss suffered in a big fire that had resulted in widespread destruction of insured properties and a mass of insurance claims. As a consequence, the arrangement one entered upon purchasing a policy was closer to full mutual protection among policyholders than anything accomplished by other mutuals.

On the other hand, the power that gave Mutual Assurance so great a capacity to pay claims was also a threat to anyone who bought fire insurance from Mutual Assurance. In return for the strong protection one received upon purchasing a policy, a policyholder had to give his own share of protection to the other policyholders. Rather than the weaker mutuality of obligation accomplished by other mutual fire insurers, at Mutual Assurance there was strong mutuality of obligation. And the monetary vulnerability this sort of obligation created turned out not to appeal to the man who would soon become the third President of the United States.

B. Jefferson's Dealings with Mutual Assurance

In 1768, Thomas Jefferson began construction of a home on the property that he called "Monticello" ("little mountain" in Italian), three miles outside of Charlottesville. For practical purposes construction continued for more than forty years. Jefferson was always in the process of "putting up and pulling down," as he is said to have put it,[22] especially after his 1789 return to the United States from his time as Minister to France. It was in Paris that he was influenced by the dome of the Hotel de Salm (now the Legion d'Honneur), which he watched being constructed from the Tuilleries Gardens on the other side of the Seine. Several years after he

[22] B.L. RAYNER, SKETCHES OF THE LIFE, WRITINGS, AND OPINIONS OF THOMAS JEFFERSON 524 (1832) ("Indeed, the whole building had been almost in a constant state of re-edification, from its ante-revolutionary form, which was highly finished, to the present time: 'and so I hope it will remain during my life,' said he to a visitor, 'as architecture is my delight, and putting up, and pulling down one of my favorite amusements.'").

came home, he greatly expanded the "first" Monticello, his first Palladian design, tearing down part of it and adding the now-famous dome to the second floor.[23]

This was the Monticello, occupied but still under construction (renovation might be a better word), that became the possible subject of fire insurance after the establishment of Mutual Assurance of Virginia. As the company's founder and principal agent, William Frederick Ast wasted no time in contacting Jefferson after Mutual Assurance was established. By letter dated February 1, 1795, Ast enclosed his "Insurance Plan" and indicated that (by virtue of the legislation I described above) it would be necessary to have $3 million worth of property subscribed before the company could begin operating.[24]

Jefferson still had not submitted his application when Ast, behaving in the manner of insurance salesmen through the ages, wrote Jefferson a year and a half later (October 10, 1796) and pressed him to buy some fire insurance. "The Insurance having begun with those that have paid their premiums," Ast wrote, "I am therefore surprised that you have not yet sent in your declaration for assurance."[25]

In addition, Ast indicated to Jefferson "that all the subscribers (of which you are one) have bound themselves; and the law obliges them to insure their property; therefore if we chuse it we can compel them to come forward . . . ."[26] This suggests that Jefferson had earlier agreed to subscribe (i.e., purchase). In suggesting that the law obliged him to buy the insurance, Ast could not have been referring to anything in the legislation, which contained nothing in this regard. He must have been referring to the "law" of contracts, and thus to be accusing Jefferson of breach of promise.

At some point, Jefferson – then either Vice President-Elect or already Vice President of the United States – filled out an application, formally entitled a "Form of the Declaration of Assurance" on Monticello.[27] A copy

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[23] SUSAN R. STEIN, THE WORLDS OF THOMAS JEFFERSON AT MONTICELLO 50-52 (1993).

[24] William Frederick Ast to Thomas Jefferson, 1 February 1795, 28 THE PAPERS OF THOMAS JEFFERSON 257-58.

[25] William Frederick Ast to Thomas Jefferson, 10 October 1796, 31 THE PAPERS OF THOMAS JEFFERSON 190-91.

[26] *Id.*

[27] 29 THE PAPERS OF THOMAS JEFFERSON, 239-44. The original of this document is in the

is contained in an Appendix to this article. As Mutual Assurance required, affixed to the never-filed application was what Jefferson termed a "Plat of the buildings referred to in the above Declaration of Thomas Jefferson." This Plat contained descriptions and accompanying drawings, all in Jefferson's own hand, locating and describing Monticello and 18 other nearby structures. On the Plat, Jefferson identified the structures with letters, "A" through "r." Two already-built coal sheds each were labeled "g" – thus,18 letters for 19 structures.[28] A verbal legend accompanied the Plat, describing the function of each building, noting its dimensions, and sometimes indicating its distance from the next building on the Plat. Aside from Monticello itself, which still stands and annually receives over 400,000 visitors, all but two of the other structures, the "stone outhouse" (a workman's house) ("E") and the "stable" ("F") have long since ceased to exist, but the remains of a number have been discovered by Monticello's archeologists, working from Jefferson's Plat as well as other sources.

As I indicated earlier, the Mutual Assurance Society was strongly mutual – if it suffered losses that it could not cover, then each of its subscribers (member-policyholders) could be assessed, and their insured property could be sold to pay the assessment. In a letter replying to Ast explaining why he had not filed his application for insurance, it was this strong mutuality about which Jefferson expressed reservations. He referred to a conversation he had with Ast at "Dumfries in Jany. 1798," and a subsequent visit of Ast to Monticello. Jefferson indicated in his letter that in previous communications with Ast, he had understood that, once a premium was paid, a subscriber was "never more to be called upon." He "was never undeceived" about this until he discovered from his neighbors that he could later be called upon (and impliedly, had been deceived by Ast). In fact, he would be subject to paying a quota-call and sale of his property on short notice. For these reasons he was not willing to participate, since "to make a farmer's house liable to be sold at short hand when his resources come in but once a year, is to lay it under much greater danger than that of fire."

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possession of the Massachusetts Historical Society and can be seen on the society website at www.masshist.org/thomasjeffersonpapers/doc?id=arch_N133verso&archive.

[28] Jefferson's annotations to the legend indicate that he intends to build four additional coal sheds, and he labels these "g" as well, but uses letters alone without the rectangles surrounding them that indicate an actual structure.

As a result he and his neighbors "considered our houses as in ten times greater danger from such an establishment than from fire." As for what may have been his earlier agreement to subscribe to the insurance, Jefferson said that "no court of justice could compel me to complete the contract which I had proposed to enter into on a manifest misunderstanding of [what] is now said to have been."[29]

In this letter Jefferson appears to have been at the end of his patience with Ast, who has been described as a "small, shriveled, wizen-faced man, who looked as if he were a descendant of the mother of vinegar."[30] Ast replied on May 10, 1800. The letter reports that Amendments (it would seem to the company's Constitution) had been adopted that "appear to give general Satisfaction – You will find now that those parts You complained of, are either done away or so amended that no more Objection can be had to it."[31] The Amendments did ensure that, if Jefferson posted other security, Monticello would not be forcibly sold on short notice, if Jefferson could not quickly raise the money to pay a quota call. Or perhaps it was not only the Amendments, but also Mutual Assurance's performance in 1799 in the face of the Norfolk fire and its losses later in the year that assuaged his concerns. The $60,000 in losses that Mutual Assurance had experienced were significant, but through a quota-call it had survived. Perhaps from the amount of the quota-call (at most 100 percent of the previous premium) Jefferson saw that he would have been able to raise the funds necessary to pay his quota share if he had already been a policyholder, and felt reassured that in practice he would not be as vulnerable as he had thought he might be.

Whatever the reason for his change of mind, Jefferson filed a new declaration, dated August 16, 1800, seeking to insure Monticello (what he called the "Dwellinghouse") and four of the five other buildings that he had listed as the subject of insurance on the first declaration. A new Plat identifying the relationship of these buildings, far less detailed than the Plat annexed to the first, unfiled declaration, was annexed to this second dec-

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[29] Thomas Jefferson to William Frederick Ast, 17 September 1799, 31 THE PAPERS OF THOMAS JEFFERSON, 186-88.

[30] BAINBRIDGE, *supra* note 5, at 69.

[31] 31 THE PAPERS OF THOMAS JEFFERSON, 571-72, annotation to letter from William Frederick Ast to Thomas Jefferson, 10 May 1800.

laration. Jefferson valued the Dwellinghouse at $5000, and the other buildings at $200 to $400. Two of his neighbors affirmed that they had examined the property and that the values stated were accurate. Policies on each of the buildings were issued, apparently a year later, for 80 percent of the value of each building (in accordance with Mutual Assurance's practice). Jefferson recorded that he paid a total of $91.30 for this insurance. Also in keeping with Mutual Assurance's practice, this was a one-time rather than annual premium, for policies providing perpetual coverage.

Jefferson seems never to have made a claim under his policies. Mutual Assurance ceased writing perpetual policies after 1809, after which Jefferson paid an annual premium of $12.84 until at least 1823.[32]

III.
The Contemporary Significance of Jefferson's Insurance Plat

After Jefferson died in debt on July 4, 1826, Monticello and its contents were sold at auction. In 1834, Commodore Uriah Phillips Levy, a great admirer of Jefferson, bought the property in order to preserve it. After Commodore Levy's death, his nephew, Jefferson Monroe Levy (who was no relation to either Jefferson or Monroe), himself later a Member of Congress from the state of New York, eventually took title. Congressman Levy owned Monticello until 1923.

At that point interest in preserving Monticello prompted individuals from both New York City and Virginia to form the Thomas Jefferson Memorial Foundation. The Foundation raised the necessary funds to purchase Monticello, in order to preserve and restore it, and open it to the public for visitation. The Foundation (now named the "Thomas Jefferson Foundation") has owned and operated Monticello and its surroundings (in Jefferson's day, 5000 acres) ever since.

In the roughly seventy years between 1923 and the mid-1990s, by far the principal subjects of interpretation and exhibition at Monticello were

[32] "Insurance," www.monticello.org, citing James A. Bear, Jr. & Lucinda C. Stanton (eds.), 2 Jefferson's Memorandum Books: Accounts with Legal Records and Miscellany, 1767-1826 1025 (1997).

Jefferson-the-iconic-renaissance-man and the character and detail of Jefferson's home itself. Generations of tourists marveled at the clock in Monticello's entrance hall, whose pendulum weights entered a hole in the floor of the hall, the dumbwaiter that allowed food and wine to be sent to his dining room from the floor below, and the didactic paintings and sculptures that he displayed in his parlor.

In the past two decades, however, study and interpretation of the lives of the other people who lived at Monticello have accelerated and deepened. The historians, archeologists, and curators at Monticello have focused on many other things, including the plantation life of the enslaved people at Monticello. The center of plantation life was "Mulberry Row," the line of workshops, sheds, and slave dwellings that was captured on the Plat that Jefferson prepared for his first, unfiled declaration for insurance with Mutual Assurance.

Mulberry Row was a road on which the buildings fronted and that lay in between Monticello itself and what Peter Hatch has called Jefferson's "revolutionary garden,"[33] the 1000-foot terraced vegetable garden that has been reconstructed and on which a garden is planted every year. On Mulberry Row one could find many of the people whom Jefferson owned, living in rough cabins and working in the joinery, nailery, wash house, smith's shop, or other plantation industries that were carried on there. Annette Gordon-Reed's book about the slave Sally Hemings, her family, and her relationship with Jefferson – including children of hers that a Thomas Jefferson Foundation study indicates were very probably his as well[34] – has added texture to our understanding of slave life at Monticello.[35]

It is the Plat that Jefferson prepared for his fire insurance application, however, that provides tangible and visible evidence of the character of plantation life and activity that was slowly lost after Jefferson died. Until recently, many people's vision of Monticello remained the "portico facing the wilderness" that John Dos Passos saw and described in 1941 – a solitary,

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[33] PETER J. HATCH, "A RICH SPOT OF EARTH": THOMAS JEFFERSON'S REVOLUTIONARY GARDEN AT MONTICELLO (2012).

[34] *See generally*, THOMAS JEFFERSON FOUNDATION, REPORT OF THE RESEARCH COMMITTEE ON THOMAS JEFFERSON AND SALLY HEMINGS (2000), available at www.monticello.org/site/plantation-and-slavery/ii-assessment-dna-study.

[35] THE HEMINGSES OF MONTICELLO: AN AMERICAN FAMILY (2008).

peaceful masterpiece in a bucolic setting.[36] But Jefferson's fire insurance Plat reveals something quite different. The professionals at Monticello have used it, in combination with other tools, to discern how Mulberry Row functioned, to uncover the remains of its buildings, and to reconstruct what eventually will be several replicas.[37] Indeed, the internal vocabulary at Monticello still uses Jefferson's lettering system to refer to the former buildings on Mulberry Row, referring, for example, to the Joinery as building "c" and the Nailery (and smith's shop) as building "d."[38] The Plat has helped to reveal that, along Mulberry Row, within view and earshot from inside Monticello, was a bustling little village of several dozen enslaved people, with all the noises and smells that would have accompanied their activities.[39] Despite Jefferson's introduction of such devices as his famous dumbwaiter, which today is sometimes understood to have minimized the need for slaves to be present during meals in his home,[40] slavery and slaves would have been ever present in abundance to anyone at Monticello during Jefferson's time. Far from being only a portico facing the wilderness, Jefferson's Plat makes it clear beyond dispute that Monticello was a functioning plantation, with its white owner and African-American slaves living and working almost side-by-side, visibly, audibly, and physically in very close proximity to each other, with a little village of slaves and the buildings in which they lived and worked within sight and earshot of Jefferson and his white family.

In the past two decades, and especially in the last few years, visitors to Monticello have been able to see this other world at Monticello interpreted and re-created, so as to stand side by side with Jefferson the man and his iconic house. The result is a much more complete vision of what the whole world at Monticello consisted of.

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[36] JOHN R. DOS PASSOS, *Portico Facing the Wilderness*, in THE GROUND WE STAND ON 264 (1941).

[37] "Bringing Back Mulberry Row," www.monticello.org, March 4, 2011.

[38] *Mulberry Row Assessment, The Building 1 Site*, www.monticello.org/archaeology/publications/buildingl.pdf., Figure 1 at p. 2.

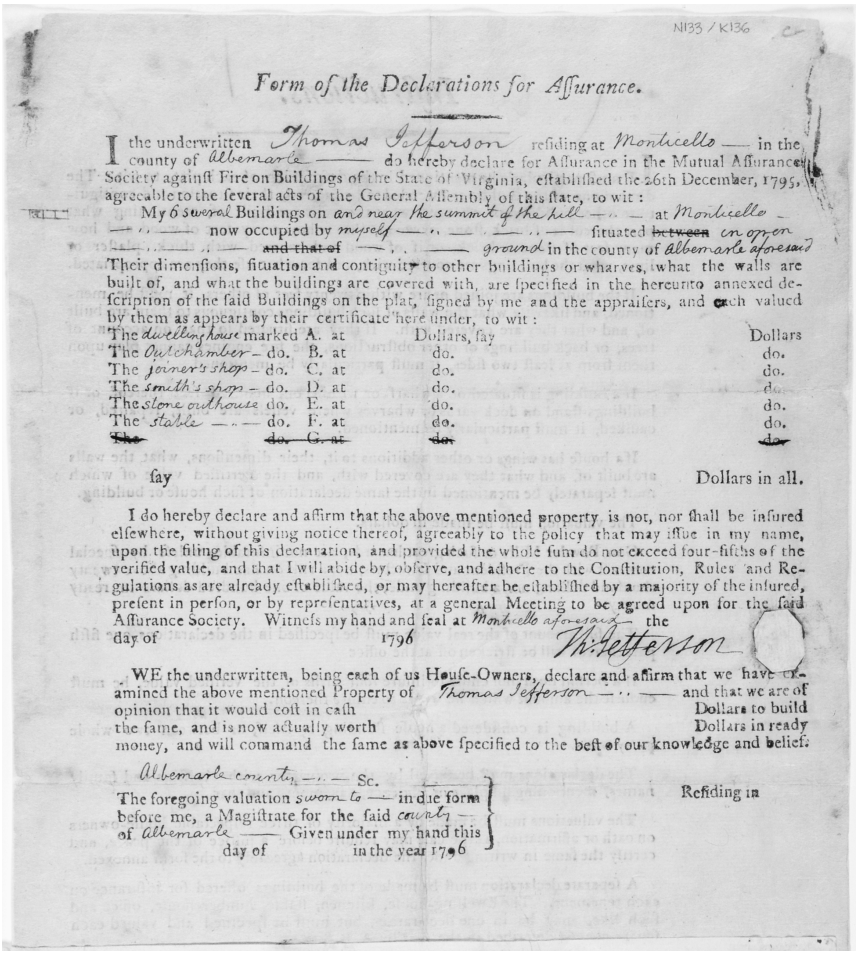
[39] "What was Mulberry Row," www.monticello.org, May 5, 2011.

[40] For example,"Thomas Jefferson used one of the world's first dumbwaiters in his mountain home at Monticello,Virginia, to limit the number of servants around the table to one . . . ." askville.amazon.com/dumbwaiter-credited-inventor/AnswerViewer.do?requestId=56065136.

Yet if Jefferson had not contemplated buying fire insurance in 1796, he would not have prepared his Plat, and the task of understanding plantation life at Monticello could have proved to be far more difficult. That is the surprising legacy of fire insurance at Monticello.

Appendix A

Monticello: building insurance. Printed policy completed by Thomas Jefferson, 1796. Recto. Original from the Coolidge Collection of Thomas Jefferson Manuscripts. N133; K136. Collection of the Massachusetts Historical Society. Published with permission.



N133 / K136

Form of the Declarations for Assurance.

I the underwritten *Thomas Jefferson* residing at *Monticello* — in the county of *Albemarle* — do hereby declare for Assurance in the Mutual Assurance Society against Fire on Buildings of the State of Virginia, established the 26th December, 1795, agreeable to the several acts of the General Assembly of this state, to wit:

My *6 several* Buildings on *and near the summit of the hill* — at *Monticello* — now occupied by *myself* — situated ~~between~~ *on open* — ~~and that of~~ — *ground* in the county of *Albemarle aforesaid*

Their dimensions, situation and contiguity to other buildings or wharves, what the walls are built of, and what the buildings are covered with, are specified in the hereunto annexed description of the said Buildings on the plat, signed by me and the appraisers, and each valued by them as appears by their certificate here under, to wit:

					Dollars, say	Dollars
The *dwelling house*	marked	A.	at			
The *Out chamber*	do.	B.	at		do.	do.
The *joiner's shop*	do.	C.	at		do.	do.
The *smith's shop*	do.	D.	at		do.	do.
The *stone outhouse*	do.	E.	at		do.	do.
The *stable*	do.	F.	at		do.	do.
~~The~~	~~do.~~	~~G.~~	~~at~~		~~do.~~	~~do.~~

say Dollars in all.

I do hereby declare and affirm that the above mentioned property is not, nor shall be insured elsewhere, without giving notice thereof, agreeably to the policy that may issue in my name, upon the filing of this declaration, and provided the whole sum do not exceed four-fifths of the verified value, and that I will abide by, observe, and adhere to the Constitution, Rules and Regulations as are already established, or may hereafter be established by a majority of the insured, present in person, or by representatives, at a general Meeting to be agreed upon for the said Assurance Society. Witness my hand and seal at *Monticello aforesaid* the day of 1796

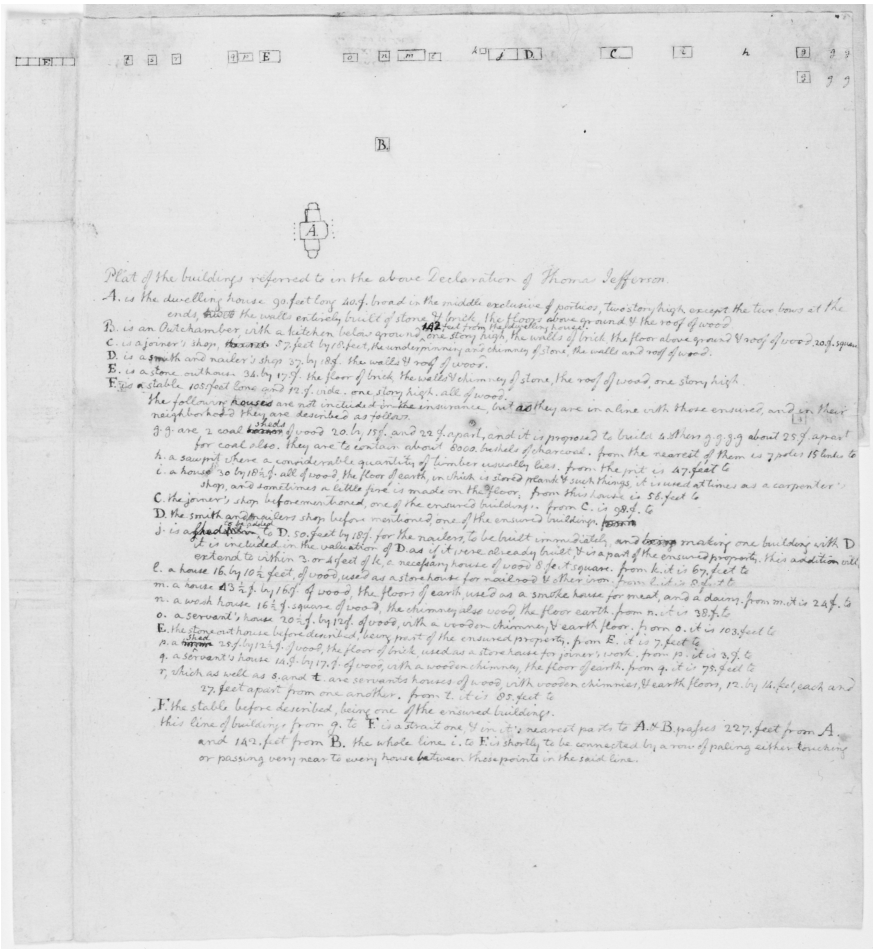
Th: Jefferson

WE the underwritten, being each of us House-Owners, declare and affirm that we have examined the above mentioned Property of *Thomas Jefferson* — and that we are of opinion that it would cost in cash Dollars to build the same, and is now actually worth Dollars in ready money, and will command the same as above specified to the best of our knowledge and belief.

Albemarle county — Sc.

The foregoing valuation *sworn to* — in due form before me, a Magistrate for the said *county* — of *Albemarle* — Given under my hand this day of in the year 1796

Residing in



Plat of the buildings referred to in the above Declaration of Thomas Jefferson.

A. is the dwelling house 90 feet long 40 f. broad in the middle exclusive of porticos, two story high, except the two bows at the ends, the walls entirely built of stone & brick. the floors above ground & the roof of wood.

B. is an Outchamber, with a kitchen below ground 142 feet from the dwelling house. one story high, the walls of brick the floor above ground & roof of wood 20 f. square.

C. is a joiner's shop, 37 feet by 18 feet, the under story is stone, and chimney of stone, the walls and roof of wood.

D. is a smith and nailer's shop 37 by 18 f. the walls & roof of wood.

E. is a stone outhouse 34 by 17 f. the floor of brick the walls & chimney of stone, the roof of wood, one story high.

F. is a stable 103 feet long and 22 f. wide. one story high. all of wood.

The following houses are not included in the insurance, but as they are in a line with those ensured, and on their neighborhood they are described as follows.

g. g. are 2 coal sheds of wood 20 by 15 f. and 22 f. apart, and it is proposed to build 4 others g. g. g. g. about 25 f. apart for coal also. they are to contain about 8000 bushels of charcoal. from the nearest of them is 7 poles 18 links to

h. a sawpit where a considerable quantity of timber usually lies. from the pit is 47 feet to

i. a house 30 by 18½ f. all of wood the floor of earth, in which is stored nails & such things, it is used at times as a carpenter's shop, and sometimes a little fire is made on the floor. from this house is 56 feet to

C. the joiner's shop before mentioned, one of the ensured buildings. from C. is 98 f. to

D. the smith and nailers shop before mentioned one of the ensured buildings.

j. is a shed 28 f. long to D. 50 feet by 18 f. for the nailers, to be built immediately, and making one building with D extend to within 3 or 4 feet of h. a necessary house of wood 8 feet square. from h. it is 67 feet to

l. a house 16 by 10½ feet of wood, used as a storehouse for nails rod & other iron. from l. it is 8 feet to

m. a house 13½ f. by 16 f. of wood, the floors of earth used as a smoke house for meat, and a dairy. from m. it is 24 f. to

n. a wash house 16½ f. square of wood, the chimney also wood, the floor earth. from n. it is 38 f. to

o. a servant's house 20½ f. by 14 f. of wood, with a wooden chimney & earth floor. from o. it is 103 feet to

E. the stone outhouse before described, being part of the ensured property. from E. it is 7 feet to

p. a shed 28 f. by 12½ f. of wood, the floor of brick used as a store house for joiner's work. from p. it is 3 f. to

q. a servant's house 14 f. by 17 f. of wood, with a wooden chimney, the floor of earth. from q. it is 78 feet to

r, which as well as s. and t. are servants houses of wood with wooden chimnies, & earth floors, 12 by 14 feet, each and 27 feet apart from one another. from t. it is 83 feet to

F. the stable before described, being one of the ensured buildings.

this line of buildings from g. to F. is a strait one & in it's 2 nearest parts to A. & B. passes 227 feet from A. and 142 feet from B. the whole line i. to F. is shortly to be connected by a row of paling either touching or passing very near to every house between these points in the said line.

GJB