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1186

Geo. S. Wigoder M.D.

REPORTED ON BY COMMITTEE.

3 AUG. 1916

Claim No. 1186

Name of Claimant Geo. S. Wigoder, M.D.

Situation of Property

5 Harrington St. Dublin.

Description of Claim	Amount of Claim	Amount of Insurance	Inspector's Valuation Full Damage	Loss payable on basis of Insurance	
Private Dwelling Personal	£20. 9/-	£2200.	£10-7-6	£10-7-6	

I investigated this claim, and consider £10-7-6 reasonable compensation.

Signature. R. Gyordos
Date -- 18th July 1916.

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3816

Added to papers
1186.

13th July.

Dear Sir,

In reply to your further letter of the 12th instant, I am not aware of any Committee having been appointed to investigate claims for personal injuries received during the recent disturbances.

Yours faithfully,

Secretary.

Dr. G.S. Wigoder,

5 Harrington Street.

gross carelessness of the
government's servants. viz
the military. & six shots were
fired in the bed room. which
is the back of the house.
If these facts are laid before
the investigating committee
they will see I have some
claim, as to the expense
incurred (my wife being in
a nursing home for five
weeks) and the suffering.
Even now my wife cannot
use her arm & it will
probably take another six
months before she is able to

14 21.

Faithfully
S. S. Woodier

TELEPHONE No.
1963.

5, HARRINGTON STREET,
DUBLIN.

Reference to
9582

12 = 7 = 16

Dear Sir.

In reply to yours. re the
claim for inquiry done my wife
by the military. Will you
kindly let me know if there
is any other committee appointed
to investigate personal injuries.
At the time my wife was
shot. peace had been declared
& the inquiry was caused by.

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Property Losses (Ireland) Committee, 1916.

51 ST. STEPHEN'S GREEN, EAST, DUBLIN.

Claim for Damages caused during the Disturbances on the 24th April, 1916, and following days.

ackd for 1/17/16

I George S. Wigoder (Mr. W. H.) now residing

We at 5 Harrington St in the City of Dublin

do hereby solemnly and sincerely declare that on or about the 24th day of May

1916, damage was done to the undermentioned Property, namely:—* 5 windows

* State situation of property damaged.

3 chimney pots, roof slates & gutters, wall in hall, cupboard
carpet & datch of clothing in cupboard
and such damage was occasioned to the best of my belief by** stray bullets

** Here state cause of damage.

And I further declare that the Property and Articles specified on the other side were so destroyed or damaged; that the Cost Price of same was as shown in each case; that at the time of the destruction or damage they were respectively of the Values specified under the head "Value of Property at time of Destruction or Damage"; and that, in consequence of such destruction or damage, claim is hereby made for the sums specified under the head "Amount Claimed"; that the Claim is made by me

as† owner; and that no person is interested in the said property except‡ myself.

† Insert "Owner," "Lessee," or "Mortgagee," as the case may be.

and that it is not insured by me or any other person, § except as follows, namely:—

‡ Insert "myself," or "ourselves," and the names of Mortgagors, Mortgagees, Lessors, Lessees, or joint owners (if any).

Company, Policy No. _____, Amount £ _____

§ Strike out the words following if the property is not insured.

" " " " £ _____

" " " " £ _____

And I make this solemn Declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act, 1835.

Made and subscribed the 3rd day of

July 1916, at 5 Harrington St
Dublin in the said City,
County,

before me, a Justice of the Peace for the said

City
County.

Signature of Claimant } George S. Wigoder

John Shurton J.P.

NOTE—This Claim should be accompanied by the Policies of Fire Insurance and the last receipt, in each case, or certified copies of same. When completed it is to be forwarded to the Secretary of the Committee, 51 St. Stephen's Green, East, Dublin.

PARTICULARS OF THE CLAIM.

(TO BE GIVEN IN DETAIL.)

[illegible]

Commercial Union Assurance Company Limited,

Local Board

JAMES C. ANDERSON, ESQ.
A. CHISHOLM CAMERON, ESQ.
MARCUS GOODBODY, ESQ. J.P.

DUBLIN BRANCH.

DISTRICT MANAGER, H. C. GRENFELL.

37, COLLEGE GREEN,

Dublin, 17th. July 1916

Fire

DEPARTMENT

Mrs. Wigoder,

5 Harrington Street,

D u b l i n .

Dear Madam,

Your Policy No. 10844778.

Referring to your call here today, enclosed we have the pleasure to hand you copy of this policy. The premium was duly paid at Christmas 1915 and the insurance is in force until Christmas 1916.

Yours truly,

James W. W. W.
for District Manager.

copy

This Policy of Insurance Witnesseth that in consideration of the Insured designated in the Schedule hereto paying for this Insurance to the COMMERCIAL UNION ASSURANCE COMPANY LIMITED of London (hereinafter called the Company) the FIRST PREMIUM mentioned in the Schedule

The Company hereby agrees with the Insured (subject to the terms and conditions hereof whether annexed hereto or endorsed or otherwise expressed hereon which shall be taken as part of this Policy and which constitute the basis of the Insurance) that if the property insured described in the Schedule or any part thereof shall be destroyed or damaged by fire or by lightning whether accompanied by fire or not at any time after payment of the premium and during the Period of Insurance stated in the Schedule or before 4 o'clock in the afternoon of the last day of each subsequent period if any in respect of which the Insured shall pay to the Company and it shall accept the Annual Premium required by the Company then the Company will pay or make good all such loss or damage to an amount not exceeding in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total Sum Insured.

THE SCHEDULE.		
THE INSURED: Mrs. Wigoder of No. 5 Harrington Street, Dublin & Ulster Bank Ltd.		
THE PROPERTY INSURED:	Sum Insured thereon.	
On the Building of the Insured's Private Dwellinghouse and Domestic Offices communicating therein situate No.5 Harrington Street, Dublin aforesaid.	£1200	1/6
On Household and Personal Effects of every description, the property of the Insured, his Family and Servants (no one Curio, Picture or other Work of Art to be valued at more than Fifty pounds), in private use therein	1000	2/-
On the Building at rear of above and detached occupied as stable only.	150	2/6
On the Building of Motor Garage at rear, constructed of timber and corrugated iron, a boiler and stove both well secured and standing on sheet iron allowed therein, but it is warranted that said boiler and stove be not used while either the car or the petrol is contained therein.	50	5/-
On other contents thereof therein, excepting motors	25	"
On the Building of stable situate at rear of No.5 a Harrington Street, aforesaid	135	2/6
Said Buildings are brick or stone built and slated or tiled except as stated		
Permission is given for a 2 Gallon tin of petrol and a 5 gallon drum of lubricating oil to be kept in said motor Garage		
Cancelling Policy No. 4/9100008 for £2,525 Premium £2. 14. 10 and return of £2. 14. 10 allowed		
Total Sum Insured: Two Thousand Five Hundred and Fifty Pounds.....		£ 2550
Period of Insurance: From the Twenty-fifth day of December 1916 to four o'clock in the afternoon of the Twenty-fifth day of December 1916	FIRST PREMIUM. £2' 8. 6 <u>2. 8. 6</u> Nil	Annual Premium £ 2. 8 6 Due at Christmas

Signed this Twenty-eighth day of February 19 16 on behalf of the COMMERCIAL UNION ASSURANCE COMPANY LIMITED.

Examined.....

THE CONDITIONS referred to in this Policy are as follows :—

1. Any material mis-description of the Property insured, or of any part thereof, or of any Building or Place in or upon which Property hereby insured is contained, or any mis-statement of or omission to give any information material to be known for estimating the risk renders this Policy void as to the Property affected by such mis-description, mis-statement or omission respectively.

2. If, after the insurance has been undertaken, anything be done whereby the risk of Loss or Damage to Property hereby insured is increased or if any such Property be removed from the Building or Place in which it is hereby described as being contained without in each and every of such cases the written assent of the Company, the insurance as to the Property affected by any such causes shall cease to attach.

3. This Policy does not cover :—

(A) Money, Securities, Documents, Books of Account.

(B) Property held in Trust or on Commission, Manuscripts, Stamps, Patterns, Models, Plans (unless the same be specially mentioned in and insured by this Policy).

(C) Loss or Damage occasioned by or happening through Subterranean Fire, Earthquake, Foreign Enemy, Riot, Civil Commotion, Military or Usurped Power.

(D) Loss or Damage to Property occasioned by or happening through its own Spontaneous Fermentation or Heating or its undergoing any Heating Process.

(E) Loss or Damage occasioned by or happening through Explosion, other than Explosion of Coal Gas in a building not being part of any Gas Works or Explosion of any Boiler used solely for domestic purposes.

(F) Loss by Larceny during or after a Fire.

(G) Loss or Damage to Property, which at the time of the happening of such Loss or Damage is insured by, or would, but for the existence of this Policy, be insured by any Marine Policy or Policies, except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.

4. On the happening of any Loss or Damage to any of the Property hereby insured, the Insured shall forthwith give notice thereof in writing to the Company, and shall within thirty days after such Loss or Damage or such further time as the Company may allow in that behalf and at the Insured's own expense deliver to the Company a claim in writing for such Loss or Damage, containing as detailed an account as may be reasonably practicable of the Property damaged or destroyed, and of the amount of such Loss or Damage having regard to the value at the time of the Fire together with particulars of any other insurances effected by the Insured or by any other person on any Property hereby insured. The Insured shall also produce and give to the Company or their Agents in that behalf all such books of account, vouchers, invoices, plans, specifications, proofs, and explanations as may from time to time be reasonably required, together with, if required, a statutory declaration of the truth of the information hereby required to be furnished. No claim under this Policy shall be payable unless the terms of this Condition are complied with.

5. If the claim be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or by any one acting on his behalf to obtain any benefit under this Policy all benefit under this Policy shall be forfeited.

6. The Company may, if it think fit, replace or reinstate, wholly or in part, Property damaged or destroyed or any items thereof instead of paying the amount of the Loss or of the Damage thereto and may join with any other Company or Insurers in so doing in cases where the Property is also insured elsewhere. If the Company elect so to replace or reinstate, the Insured shall produce and give to the Company at the Insured's own expense as and when required, all plans, specifications, quantities, measurements, documents, books and explanations (oral or documentary) which may be requisite. The Company in so replacing or reinstating shall be bound only to do so as nearly as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.

7. Upon the happening of any Loss or Damage to any Property hereby insured the Company without being deemed wrong doers may, by their authorised officers and servants or others, enter into possession of and deal with the Building or Place in which such Loss or Damage has happened and any Premises connected therewith then in the occupation of the Insured, and may examine and remove or otherwise deal with the Contents thereof and may keep possession of such Building, Place, Premises, Property and Contents until the claim (if any) is adjusted or settled, and this Policy shall be proof of leave and license for that purpose. Neither the Insured nor any person acting on his behalf shall hinder or obstruct the Company in doing any of the above mentioned acts, and if the requirements of the Company under this condition shall not be complied with, all benefit under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any Property to the Company whether taken possession of by the Company or not.

8. If at the time of any Loss or Damage to any Property hereby insured there be any other subsisting insurance covering such Loss or Damage or any part of it, the Company shall not be liable for more than its rateable proportion of such Loss or Damage. And if there shall then be any other subsisting insurance effected by or on behalf of the Insured on any of the Property hereby insured either alone or together with any other Property which shall be subject to any condition of average the insurance of such Property under this Policy shall be subject to such condition of average in like manner.

9. If any difference shall arise between the Company and the Insured or any Claimant under this Policy, such difference shall be referred to two Arbitrators mutually chosen or their Umpire, and unless and until an Award has been made no action or other legal proceedings shall be commenced in respect of any claim under or by virtue of this Policy.

10. Every Warranty to which the property insured or any item thereof is, or may be, made subject, shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy, and non-compliance with any such warranty, whether it increases the risk or not, shall be a bar to any claim in respect of such property or item; provided that if this Policy is renewed a claim in respect of loss or damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.