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1674.

Patrick C. Lett

REPORTED ON COMMITTEE.

20 DEC. 1916

Insee Policy & rect  
retd 20/12/17



12th December,

No. 1674 - Patk. C. Lett.

Dear Sirs,

In reply to your letter of the 30th ultimo in this matter, I am directed by the Property Losses Committee to say that in view of the further statements furnished they have re-considered their decision, and will make a recommendation to the Government in respect of this claim.

Yours faithfully,

Secretary.

Messrs. Lynch & Deering,  
12 Lr. Ormond Quay,  
Dublin.



1674

TELEGRAPHIC ADDRESS:  
"TOUJOURS, DUBLIN."

TELEPHONE No. 4 Y.

**LYNCH & DEERING,**  
SOLICITORS.

THOMAS J. DEERING,

COMMISSIONER FOR OATHS.

MARCUS A. LYNCH.

ORMOND CHAMBERS,

12 LOWER ORMOND QUAY,

DUBLIN.

30th November, 1916.

Re. Claim of Mr. Patrick C. Lett, Ferns.

Dear Sir,

Our Client Mr. Patrick C. Lett, has consulted us in reference to the Claim which he sent in to your Committee, and he has handed us your letter to him of the 27th September 1916, No. 1674.

We submitted a Case to our Counsel Mr. Hugh Kennedy, B.L. and we send a copy of his Opinion together with the Policy and a copy of Mr. Carton's Account for reference.

Having regard to Counsel's Opinion we would be glad if you would again submit our Client's Claim to the Committee for further consideration.

We shall be glad to hear from you at your convenience.

Yours faithfully,

*Lynch & Deering*

J. J. Healy, Esq.,  
Secretary Property Losses Committee,  
51 St. Stephen's Green.

*It looks as if the claim in this case ought to be allowed. I have*

*seen Inspector & he agrees I Inform Counsel & Deering of Counsel's decision*

*gld  
57/12/16*

*II Lett. is kept Govt of Insurance*

*III Counsel writing of 28/11/16 in reply gld*

*11/12/16*

*We think the Co. are not liable  
£45-7/- who*



# INVOICE FORM.

GARAGE FREE and Open Day and Night, including Sundays.  
Customers' Cars are driven by my Staff at Customers' Risk.

TELEGRAMS—"CARTON,  
NEWTOWNBARRY."  
RY. STATION—  
FERNS.

## MOTOR WORKS,

THE SQUARE,

NEWTOWNBARRY,

Co. Wexford, *May*

1916.



### AUTHORISED REPAIRER TO

The Royal Auto-  
mobile Club of  
G. Britain and  
Ireland.

The Automobile  
Association.

The Accidental  
Motor Insur-  
ance Co.

The Royal Motor  
Insurance Co.



Carbury Motor  
Spirit.

Pratt's Motor  
Spirit.

Shell's Motor  
Spirit.



Michelin Tyres.

Morgan's Oil.

Vacuum Motor  
Oil.

Bosch's Magnets  
and Plugs.



Glass Screens,  
Hoods, and  
Fittings.



1916

*May 10*

*To. Mechanics time  
bringing in car from  
Strahart eight hours @  
10 pt hour*

6 8

*" 1 Front axle*

3 13 6

*" 1 " Radius Rod*

17 0

*" 2 Front wheels*

3 8 0

*" 1 Radiator*

6 10 0

*" 40 Wings*

40 0 0

*" 1 Glass Screen*

2 13 0

*" 2 Head lamps*

3 0 0

*" 1 Steering Wheel*

7 6

*" Repairing Hood*

2 10 0

*" Taking out engine &*

*fitting all new bearings*

*& reassembling*

9 0 0

*" Ripping upholstery*

*& straightening*

5 1 4

*" Panels painting*

5 0 0

*405 7 0*

STRICTLY NET. PROMPT CASH



PROPERTY LOSSES (IRELAND) COMMITTEE, 1916.

Inspector's Report.

Claim No.

1674.

Name of Claimant

Patrik C. Lott

Occupation

Hotel Proprietor

Situation of Property

Midway between Fermoy & Newtownbarry, Co. Wickford

Description	Claim	Insurance (if any)	Valuation of Buildings (Commissioner of Valuation)	Inspector's Valuation of full Damage	Loss Payable on basis of Insurance	Excess of Loss over and above amount payable under the Policies of Insurance
Motor Car	45.7.0	150		45.7.0	45.7.0	-
REPORTED ON BY COMMITTEE						
<p>I inform that the Committee is unable to make any recommendation in this case as, under the Policy, the Motor Co. are liable for the damage done.</p> <p>II Motor Car - Motor Co. liable.</p> <p>III Motor Car - Motor Co. liable.</p> <p>TOTALS, £</p> <p>45.7.0 150 45.7.0 45.7.0 -</p>						

Claimant informed  
22.6.27/9/16.

II Done 28.9.16

Interests in the buildings

Remarks

I investigated this claim, and am satisfied that the damage was directly attributable to the Rebels taking possession of the Motor Car. The London & Midland Coy's Policy (No. 489,373) contains no condition as to Riot &c. but under its Provisions (Cl. 3) it stipulates that no liability for damage attaches to the Co. if the Car passes out of the control of the Insured, or other important person, authorized by him. In this case no authority was given.

Signature P. Hyndsby

Date 19<sup>th</sup> Sept. 1916.

Award of Committee:

Contents

Do.

Buildings

no claim  
I Co. responsible  
W.M.

Nevertheless, I state that the London & Midland are alone liable.



Ask for policy  
and cr.

---

Acted on

In

23/8/16



Telegrams: "LETT. FERNS."

FAMILY GROCER,  
WINE & SPIRIT  
MERCHANT.

From

Anastatia Lett.

16745 1674  
COMMERCIAL HOTEL  
AND  
POSTING  
ESTABLISHMENT.

31 AUG. 1916  
Ferns Aug 24<sup>th</sup> 1916

To Mr J. J. Healy Sec. Property losses committee  
Sir

Enclosed please find Motor Insurance  
Policy & receipt as requested by yours of this  
morning. If you would please return immediately  
when finished with it & Oblige.

Yrs Truly  
A. C. Lett



# Property Losses (Ireland) Committee, 1916.

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

1674

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

I Patrick E. Lett now residing  
~~We~~  
at Lerns in the City of Wexford  
County of Wexford  
do hereby solemnly and sincerely declare that on or about the 24th day of July ~~April~~  
1916, damage was done to the undermentioned Property, namely:—\* one

\* State  
situation of  
property  
damaged.

20 H. P. Ford Car No. MI 407  
and such damage was occasioned to the best of my belief by\*\* being dashed  
into a wall & overturning

\*\* Here state  
cause of  
damage.

And I further declare that the Property and Articles specified on the other side were  
~~We~~  
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.

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

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

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

London & Midland Insurance Co. Ltd. Company, Policy No. 489373, Amount £ 150

\_\_\_\_\_, " \_\_\_\_\_, " £ \_\_\_\_\_  
\_\_\_\_\_, " \_\_\_\_\_, " £ \_\_\_\_\_

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

Made and subscribed the 8th day of

August 1916, at Lerns

\_\_\_\_\_ in the said City,  
County,

before me, a Justice of the Peace for the said

City  
County.

Signature  
of Claimant  
of Claimants

Patrick E. Lett

John Boyer J.P.

NOTE—This Claim is to be furnished in duplicate, and 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]



16<sup>th</sup> 44.

Compensating claim £45-7-0  
Mr P C Lett Terms.

County of Wexford

Terms 27.6-16

I beg to state that the  
sums mentioned are reasonable  
and I have no reason to  
believe the claim is excessive.

The D.

W. J. Lyons Esq.  
621/3

Emmascorthy 27.6.16

Submitted. I concur

Timothy Collins Esq.  
49020

for & non effected

W. J.

No 918

£45 - shown on list



# INVOICE FORM.

GARAGE FREE and Open Day and Night, including Sundays.  
Customers' Cars are driven by my Staff at Customers' Risk.

TELEGRAMS—"CARTON,  
NEWTOWNBARRY."  
RY. STATION—  
FERNS.

## MOTOR WORKS,

THE SQUARE,

NEWTOWNBARRY,

Co. Wexford,

May 10th 1916.

19

### AUTHORISED REPAIRER TO

The Royal Auto-  
mobile Club of  
G. Britain and  
Ireland.

The Automobile  
Association.

The Accidental  
Motor Insur-  
ance Co.

The Royal Motor  
Insurance Co.

+X+X+

Carbury Motor  
Spirit.

Pratt's Motor  
Spirit.

Shell's Motor  
Spirit.

+X+X+

Michelin Tyres.

Morgan's Oil.

Vacuum Motor  
Oil.

Bosch's Magnets  
and Plugs.

+X+X+

Glass Screens,  
Hoods, and  
Fittings.

To Mechanic's time bringing  
in Car from Strahart

8 hours @ 10d per hour

6 8

1 Front Axle

2 13 6

1 Front Radius Rod

17 0

2 Front Wheels

3 8 0

1 Radiator

6 10 0

4 Wings

4 0 0

1 Glass Screen

2 13 0

2 Head Lamps

3 0 0

1 Steering Wheel

7 6

Repairing Hood

2 10 0

Taking out Engine,

Fitting all new Bearings  
and reassembling.

9 0 0

Ripping the Upholstering  
and Straightening the

Panells

5 1 4

Painting

5 0 0

45 7 0

£45 7 0

To

P.C.Lett Esq.;

Ferns,

STRICTLY NET. PROMPT CASH



Patrick & Lett  
Treas  
Co. Wexford

Copy  
Counsell's opinion

Lynch & Deering  
Solicitors  
12 Lower Brunswick Quay



CLAIM OF MR. PATRICK C. LETT, FERNS, CO. WEXFORD.

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Having regard to the point made by the Property Losses (Ireland) Committee, I have carefully considered whether the damage done was within the terms of the Policy or not. In my opinion the Policy did not cover the damage accruing in the circumstances mentioned. I do not agree with Messrs Coyle & Co that the benefit of the Policy is excluded by War or Rebellion. There is no such express exclusion, but on the other hand I cannot find anything in the Policy which includes damage of the nature suffered by the Querist.

The only Sections of the Policy appear relevant, and which we need consider are Numbers 2 (c) and 4.

No. 2 (c) covers the case of Damage Wilful or Malicious by third parties, but "provision" No 3 provides that the Company shall not be liable for such wilful or malicious damage whilst the Vehicle is being driven by or is in charge of anyone other than the Insured, or other competent person authorized by him to drive or have charge of the Vehicle, ~~not~~<sup>nor</sup> while the Vehicle is being used for any other purpose than those mentioned in the Schedule thereunder - the Schedule specifying the purposes as "The purpose of Private Hire" Accordingly the damage having been done to the Vehicle after it had been surrendered by the Querist to the persons who demanded it, even though the damage could be shown to be Wilful or Malicious, it is in my opinion excluded by Provision No 3.

There remains the Section dealing with "Theft" which purports to cover loss or damage to the said Vehicle by Burglarly Housebreaking or Larceny but, though there is no great assistance to be derived from decided cases on a Policy covering these events, the opinion of eminent Text Writers upon them is, that, in order to come within the terms "Burglarly Housebreaking or Larceny, "these terms (in the absence of a special meaning imposed by the Contract) are to be construed in the technical sense in which they are applied in the Criminal Law, and in my opinion the acts which occurred in the present case are not "Burglary" which technically can only take place at night time, or "Theft" which implies the intention of the person taking the Chattel to keep it permanently. I think it is clear that the parties who took the Querist's Car took it for a Temporary purpose in connection with their plan of action and probably with the intention of returning it to the Querist as soon as they had finished with it. If the term "Robbery" had been included in Section 4, I think the present case might have been covered, though it would still be a questionable whether acts done in pursuance of a Rebellion or Insurrection would render the party doing them liable to indictment for any of these offences as distinguished from the Offence of Treason.

*Hugh Kennedy*



Policy 489373 and  
two receipts handed  
to Mr. Lett's Solr.  
who called here

today with Mr. Lett  
J.M. 30/9/16