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2251

Thomas L. McGeer.

Declined

Insurance Co. liable.

17th October,

re Claim 2251.
Thomas L. McGee.

Dear Sir,

In reference to above, I beg to state that as the Insurance Company is liable under the Policy to make good the damage the Committee are unable under the terms of reference to deal with the claim.

Yours faithfully,

Secretary.

Joseph M. Reilly, Esq.,
43 Laurence Street,
Drogheda.

PROPERTY LOSSES (IRELAND) COMMITTEE, 1916.

Inspector's Report. (Preliminary).

Claim No. 2251.

Name of Claimant Thomas L. McGee. Occupation Motor Garage Prop.

Situation of Property Ashbourne, Co. Meath.

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
3 Motor Cars	120.	Motor		-		
<div>I Further there is the same Co. is liable under the Policy to under good the damage to be on under under the basis of reference to deal with the claim.</div> <div>II There is no further notice to be given. Some for 17/10/16</div> <div>III There is no further notice to be given. 16/10/16</div>						
TOTALS, £	120.	Motor		-		

Interests in the buildings

Remarks

As a preliminary to the investigation of this claim, I have examined the Certified Copy of Legal Insurance Coy's Policy - No 3356 - referred to therein, but have failed to discover any reference whatsoever in its Conditions, or in the Certified Copy of the official receipt for the premium - dated 6th October 1915 -
Signature R. Hyndesby
ag. to R. Hyndesby.
It is apparent that the matter of the adjustment of the claim lies between the Claimant and the Insurance Company.

Date 3rd October 1916.

Award of Committee: Contents

Do. Buildings

JOSEPH M. REILLY,
SOLICITOR,
COMMISSIONER FOR OATHS.

ARDEE—EVERY TUESDAY, FRIDAY,
AND FAIR DAY.

Regd.

2251
43 Laurence Street,

(Opposite the Bank of Ireland)

DROGHEDA, 8th July, 1916

Dear Sir/.

I enclose Claim herein in duplicate on behalf of
Mr. Thomas L. McGee proprietor of McGee's Motor Garage,
Drogheda in respect of three Motor Cars injured in the affair
at Ashbourne. I also enclose certified copy of the
Insurance Policy and certified copy of the receipt for
insurance premium. Kindly acknowledge receipt.

Yours faithfully.,

Joe. M. Reilly

Secretary.,

Property Lessees (Ireland) Committee

51 St. Stephen's Green East

DUBLIN.,

2251

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.

ack
13/7/16
We Thomas L McGee now residing

at Kilpatrick House Ardee in the City of Louth trading as "McGee's Garage"
Drogheda

do hereby solemnly and sincerely declare that on or about the 28th day of April

1916, damage was done to the undermentioned Property, namely:—* 3 Motor Cars

* State
situation of
property
damaged.

Nos IV 338 IV 497 and IV 417 County Louth

and such damage was occasioned to the best of ^{my} ~~our~~ belief by** being broken shot ** Here state
cause of
damage.
through and injured during an unlawful or tumultuous assembly at
Ashbourne in the Parish of Killekland Barony of Rathath and County of Meath

And ^I ~~We~~ 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

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

the said property except‡ myself

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

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

The Legal Insurance Ltd Company, Policy No. 3356, Amount £300 a Car

§ 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 30th day of

June 1916, at Ardee

in the said City County,

before me, a Justice of the Peace for the said

City
County.

Thomas L McGee
Co Louth

Signature of Claimant } Thos L McGee

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.)

DESCRIPTION OF PROPERTY DESTROYED OR DAMAGED.	Cost Price.			Value of Property at time of Destruction or Damage.			Value of Salvage.			Amount Claimed		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Motor Car IV 338												
Screen	2	0	0									
Hood	10	0	0									
Cover	4	3	0									
Tube		17	0									
Both												
Cushions	3	0	0	20	0	0	Nil			20	0	0
Motor Car IV 417												
Radiator	10	0	0									
Frame	1	0	0									
Screen	2	0	0									
Magneto	2	0	0									
Dash-board	5	0	0									
Accumulator	8	0	0									
Trimming	10	0	0									
Crankcase	5	0	0									
Cover & Tube	6	4	0									
Hood	8	0	0									
Sundries	2	16	0	60	0	0	Nil			60	0	0
Motor Car IV 497												
Dash	5	0	0									
Radiator	6	0	0									
Screen	3	0	0									
Front & Back												
Panels	8	10	0									
Trimming Front												
& Back	9	0	0									
Front Cushion	1	10	0									
Steering												
Carried forward:-	1	0	0									
WHEEL												
Cover & Tube	5	0	0	40	0	0	Nil			40	0	0
Steering Column		0	0									
							TOTAL			£ 120	0	0

JOSEPH M. REILLY,

SOLICITOR,
COMMISSIONER FOR OATHS.

ARDEE—EVERY TUESDAY, FRIDAY,
AND FAIR DAY.

43 Laurence Street,

(Opposite the Bank of Ireland)

DROGHEDA, 27th June 1916

2251.

Dear Sir,

I am acting for Mr. Thomas L McGee, Proprietor of McGee's Motor Garage, Drogheda. Three Motor Cars belonging to Mr. McGee were injured when driving the Police in the Ashbourne affair. A claim under the Criminal Injuries Act has been lodged on behalf of Mr. McGee and same was adjourned at last Trim Quarter Sessions pending legislation or his being compensated by the Government in respect of the loss which he has incurred. I have been informed by the Solicitor to the Meath County Council that a claim should be lodged with you on Mr. McGee's behalf. I should feel obliged if you would kindly send me a form of claim.

Yours faithfully,

Mr. Neilson

Secretary,
Destroyed Property Committee,
51 Stephen's Green,

Dublin.

July - 1916.

McGee's Garage

West Street

DROGHEDA

Copy/.

R E C E I P T

for Insurance premium

*compared
J.W. + J.B.*

*I certify the within has
been compared with
the original and is
a true copy thereof*

7th July 1916

Joseph M. Reilly Esq.

Joseph M. Reilly.,

Solicitor

DROGHEDA.,

Telegrams "Insurance Dublin"

Telephone

No. 2328 & 3517

Cayle & Co., (Brokers) Ltd

Insurance Brokers

No. 19298

7 Anglesea Street
DUBLIN 6th October 1915

T. L. McGee Esq.,

C/o. McGees Garage Drogheda

Dear Sir/.

We beg to acknowledge with thanks receipt of your remittance of Seventy two pounds Stg. being Premium for Motor Car Insurance.

£72 : 0 : 0

Yours faithfully.,

Fred. Myerscough

~~Wm. Smyth~~
S. H.

(Stamp 1d.)

Managing Director

THE LEGAL INSURANCE COMPANY

Limited

Copy/.

Policy No. M. 3356

annual premium £72: 0: 0

Due 5th August

Thomas Lamb McGee

Cayle & Cay. (Brokers Ltd.,

*Compared
J.W. and J.Y.B.*

*I certify the within has
been compared with
the original and
is a true copy thereof
7th July 1916*

Joseph M. Reilly

Joseph M. Reilly.,

Solicitor

43 Laurence Street

DROGHEDA.,

Meter Vehicle Policy
(Stamp 7d.)

THE LEGAL INSURANCE COMPANY: LIMITED.

Head Office 231 & 232 Strand, London W. C.

'-----'

Policy No. M. 3356

Date of Expiry 4th August 1916

Gross Annual premium £72: 0: 0 : £72: 0: 0 net annual premium

S C H E D U L E

Any Meter Vehicle up to 30 Horse Power with maximum of Six drivers for Drogheda Branch and two drivers for Ardee Branch to the value of £300- per car

WHEREAS Thomas Lamb McGee (trading as McGee's Garage) of Drogheda (hereinafter called the "Assured") has made to THE LEGAL INSURANCE COMPANY, LIMITED (hereinafter called the "Company") a written proposal and declaration containing certain particulars and statements dated the ninth day of August 1915 which it is hereby agreed shall be the basis of this Contract and be considered as incorporated herein and whereas it is declared and agreed that it is of the essence of this Contract that any suppression mis-representation or mis-statement of material fact in such written proposal and declaration shall ipse facto render this Policy null and void and all premiums paid thereon shall be forfeited to the Company NOW THIS POLICY WITNESSETH that in consideration of the payment to the Company of the sum written on the back hereof and designated "Annual premium" as the first premium for the following Assurance from the fifth day of August 1915 to the fourth day of August 1916 both dates inclusive this policy subject to its Provisions, Conditions and Endorsements shall remain in force for such period and for any further period for which the Company shall invite renewal.

The due observance and fulfilment of the Conditions, Provisions and Endorsements of this Policy shall be a condition precedent to any liability of the Company

under this policy

PROVIDED ALWAYS that the capital and the funds of the Company shall alone be answerable under this policy

IN WITNESS WHEREAS this Policy has been signed on behalf of the Company this sixteenth day of August in the year One thousand nine hundred and fifteen

J. Field Beale

Director

J. M. Fwing

General Manager

BENEFITS

SECTION (A).

(Accidental Damage) That the Company shall indemnify the Assured by repairing or paying for the cost of repairing any damage caused by external accidental means to any Motor Vehicle (including tyres and accessories actually fitted to such Motor Vehicle) belonging to the Assured and described in the Schedule hereto but only to the extent of the total sum as stated in the schedule hereto

Provided always

(a) that the Company's Liability under this section in respect of Rubber Tyres does not include punctures, bursts and road wear

(b) that this section shall not cover repairs or replacements rendered necessary by wear and tear or mechanical breakdown. The Assured however is covered for damage directly or immediately caused by external accident means although such accident is primarily due to mechanical breakdown

Exclusions (c) that under this Section the Company shall only be liable for the excess of the first of any amount otherwise payable in respect of each accidental damage

The Company will also indemnify the Assured by paying the cost of repairing any external damage maliciously caused to the Motor Vehicle (excluding damage to Tyres) stated in the schedule to this policy. Provided always that no liability

shall

shall attach for damage maliciously caused by any person or persons in the Assured's employ

Section (B)

(Fire &c.) That the Company shall indemnify the Assured by repairing or paying for the cost of repairing any damage caused by fire or self ignition or lightning or external explosion (including acetylene gas) to any Motor Vehicle (including tyres and accessories actually fitted to such Motor Vehicle) belonging to the assured and described in the schedule hereto but only to the extent of the total sum as stated in the schedule hereto

Provided (a) that this section shall not cover any Claim for depreciation

EXCLUSIONS

(b) That under this section the Company shall only be liable for the excess of the first of any amount otherwise payable in respect of each loss or damage

SECTION (C)

(inland transit) That the Company shall indemnify the Assured by repairing or paying for the cost of repairing any accidental loss or damage to any Motor Vehicle belonging to the assured and described in the schedule hereto sustained whilst such vehicle is being conveyed by road rail or inland waterway anywhere in the United Kingdom of Great Britain and Ireland but only to the extent of the total^{sum} as stated in the schedule hereto

SECTION (E)

(Theft) That the Company shall indemnify the assured by paying for or making good the loss of any Motor Vehicle or tyres and accessories actually fitted to such Motor Vehicle belonging to the assured and described in the schedule hereto by Burglary Housebreaking or theft but only to the extent of the total sum as stated in the schedule hereto

Provided (a) that this section shall not cover any Claim for depreciation

Exclusions (b) that under this section that the Company shall only be liable for the excess of the first of any amount otherwise payable in respect of each loss or damage

SECTION F.

(Claims by the Public) That the Company shall indemnify the Assured against the payment of all sums which they shall become legally liable to pay for compensation in respect of

(a) Accidental loss or life or bodily injury to any person other than a person driving any Motor Vehicle belonging to the Assured and described in the schedule hereto and

(b) Accidental damage to property including animals other than property belonging to or held in trust by or in the custody or control of the Assured such accidental bodily injury and damage being caused by any Motor Vehicle belonging to the Assured and described in the Schedule hereto and the Company shall be liable to an unlimited amount in respect of any one accident which words "any one accident" shall be held to include a series of accidents and all claims under clauses (a) and (b) of this section occurring in connection with or arising out of one event and of an unlimited amount in any one year. The Company shall in addition to the single accident limit insured under this Section be liable for law Costs incurred with the written consent of the Company in defending any Action at law which may be brought against the Assured in respect of any Claim for which the Company may be liable under this section

(c) that under this section the Company shall only be liable for the excess of the first of any amount otherwise payable in respect of each Claim

PRIVILEGES

(1) The reasonable cost of removing the Car to the Repairer after an accident is paid by the Company

(2) In the event of the Company not having to make any payment of any kind whatsoever whether to or on behalf of the Assured under this Policy for any period

not less than twelve Months the Company will allow a 10% reduction off the renewal Premium for the succeeding year's Insurance

(3) In order to avoid inconvenience necessary temporary repairs up to £5- may be put in hand by the Assured on the understanding that an estimate be first of all obtained and immediately forwarded to the Company.

CONDITIONS.

(1) (NOTICES) (a) In case of any accident injury damage or loss the Assured shall give notice in writing to the Head Office or any Branch Office of the Company as soon as reasonably possible after it has come to the knowledge of the Assured or of the Assured's Representative for the time being

(b) In case of any Claim under Sections (F) or (G) the Assured shall forward to the Head Office or any Branch Office of the Company every written notice or information as to any verbal notice of Claim as soon as reasonably possible after the receipt of such notice or information and in the case of any claim whatsoever which may be made under this Policy the Assured shall give all such information and assistance as the Company may require

(2) (GENERAL EXCLUSIONS) (a) This Policy and all the benefits insured hereunder shall not apply outside the land-limits (including however any inland Waterways) of the United Kingdom of Great Britain and Ireland except as stated in the Privileges and Section D. of this Policy

(b) This Policy and all the benefits insured hereunder shall be automatically suspended if and whilst any Motor Vehicle insured under this Policy is being let out on Public Hire or is being used for the purpose of racing and pacemaking or is being driven in any speed trial or is being driven by any person who is unlicensed or incompetent

(c) The Company shall not be liable under this Policy if the assured shall without the written authority of the Company do anything to admit or incur any liability in respect of any Claim or loss or injury or damage

for which the assured may claim indemnity under this Policy

(d) The Assured shall take all due and reasonable precaution to safeguard the property insured and to keep it in good repair

(e) In the event of an accident happening to the Motor Vehicle insured such Vehicle shall not be driven thereafter until the Assured or his Representative has fully ascertained that the driving of the Vehicle is perfectly safe and will not in any way increase the damage caused by the accident

(3) (CONDUCT AND CONTROL) The Company shall be entitled to take the absolute Conduct and Control of all negotiations or of all or any proceedings in respect of any Claim for which the Company may be liable under this Policy which ^{may} be commenced against the Assured (including Arbitrations) and the Company shall in respect of anything Insured under this policy be entitled to use the Name of the assured to enforce for the benefit of the Company any order made for Costs or otherwise or to make or defend any claim for indemnity or damages against any person or Company for any other purpose connected with this Policy.

(4) (RIGHT OF ACCESS) The Company shall at all reasonable times have free access (1) to examine by any Doctor Authorised by the Company the Assured under Section (H) or the Paid Driver under section (G) in respect of any Claim (2) to examine by any person authorised by the Company any Motor Vehicle insured under this policy

(5) Nothing contained herein shall give any rights against the Company to any person other than the Assured and the Company will not be bound by any passing of the interest of the Insured than by death unless and until the Company shall by endorsement hereon declare the Insurance Continued.

(6) (RESERVATIONS) Except in the case of necessary temporary repairs the Assured shall not without the written consent of the Company repair or alter any damaged Motor Vehicle or part thereof until the Company shall have had a reasonable

opportunity

opportunity of examining the same

(7) (CO-EXISTENT INDEMNITIES) If at the time of the happening of any accident, *injury* loss or damage covered by this policy there shall be subsisting any other indemnity *of* any nature whatsoever covering the same whether affected by the Assured or not then the Company shall only be liable to pay or contribute its rateable proportion.

(8) (REPLACEMENT VALUE) In the event of total loss or destruction of any Motor Vehicle belonging to the assured and described in the Schedule hereto the amount stated in the schedule as the full value of such Motor Vehicle is agreed as the Replacement Value during the Currency of this policy but it is agreed that after the first year the sum insured be reduced by 15 per cent each year to allow for depreciation

(9) The assured shall be entitled to cancel the Insurance at any time by giving seven days previous notice in Writing but in this event the Company will only be liable to return premium upon the usual and recognised Short Period basis Namely:-
One months risk or less return three quarters ~~annual~~ premium less Agents charges
Over One months risk but not exceeding three months risk return one half of annual premium less agents charges: over three months risk but not exceeding six months risk return one-quarter annual premium less Agents Charges: over six months risk no return

(8) (ALTERATIONS) Any endorsement or any alteration in the terms of this Policy will not be held valid unless the same be signed or initialled by an
Official
Authorised ~~Officer~~ of the Company.

(9) (ARBITRATIONS) If any difference or dispute of any kind whatsoever shall arise between the Assured or his legal personal representatives and the Company in respect of this Policy or in respect of any Claim or of any Matter or thing or liability arising or alleged to have arisen hereunder or otherwise connected

herewith directly or indirectly the same shall be referred to arbitration in accordance with the provisions of "The Arbitration Act 1889" "The Arbitration Act (Scotland) 1894" or any Act or Acts amending either of these Acts. An award given in favor of the Assured or his legal representatives in such an Arbitration shall be a condition precedent to any right of action against the Company in respect of such difference or dispute. Subject as aforesaid the Company will in any competent judicial proceedings against the Company at the instance of any party or parties resident in England Scotland or Ireland acknowledge the jurisdiction of the English Scottish and Irish Courts respectively

DECLARING that sections D and H. and G. were deleted before signature

ENDORSEMENT NO. 1.

29th April 1916.

In consideration of an ^{additional} ~~addition~~ premium of three pounds five shillings it is understood and agreed that as from the above date the maximum number of Drivers at the Assured's Drogheda Branch is increased to seven.

Attached to and forms part of Policy M. 3356 of The Legal Insurance Company Limited.

J. M. EWING

GB.

General Manager.,