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2658

Thos Reilly

REPORTED ON BY COMMITTEE

20 NOV. 1916

PROPERTY LOSSES (IRELAND) COMMITTEE, 1916.

Inspector's Report.

Claim No. 2658.

Name of Claimant Thomas Reilly

Occupation Pig Exporter.

Situation of Property Blanchardstown Station, Dublin (M. G. W. Rly).

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
6 Pigs	54.0.0	-		30.0.0	-	-
Consequential: Shrinkage & loss of market (total consignment - 28 Pigs).	66.0.0	-		-	-	-
Carriage: 13.8.11 4.10.10	17.19.9	-		14.6.3	-	-
TOTALS, £	137.19.9			44.6.3	-	-

Interests in the buildings

Remarks

I have investigated this claim, through the M. G. W. Railway Co (Ireland), who have placed all the available information, including their official Report, into the disposal of the cattle wagons at Blanchardstown during the Rebellion, at my disposal, and taking the 6 Pigs at £5. per head - and allowing additional freightage, which claimant has actually paid to the Railway Co., consider £44. 6. 3 reasonable compensation.

Signature

Date

Award of Committee:

Contents

Do.

Buildings

I would like to add that in normal circumstances and where the Railway Company was at fault, its legal liability is fixed at £2 per Pig.

R. Hyndsby

26th October 1916.

£ 44. 6. 3

REPORTED ON BY COMMITTEE.

Liability is clearly defined
under the Railway & Canal
Traffic Act 1854, Section 7.

Needless to say, they
base their valuations
accordingly when Live Stock
Claims arise.

Yours faithfully,
R. Hyndes

James J. Healy, Esq.
51, Stephens Green, Esq.

Eq. 1.

19, SANDFORD TERRACE,
SANDFORD ROAD,
DUBLIN.

Personal

14th Oct. 1916

Dear Sir,

As a discussion may
arise at your Committee,
as to what would be a fair
valuation to make, with
regard to Live Stock Claims,
happening through Railway
accidents, I enclose abstract
from Book of Railway Rules
which I trust you will
find helpful.

You will observe that
the Railway Companies'

PUBLIC NOTICES

RELATING TO

LIVE STOCK.

By the Railway and Canal Traffic Act, 1854, Sec. 7, it is provided in clause 7, in reference to the liability of Railway or Canal Companies for loss of, or for any injury done to any Horses, Cattle, or other animals in the receiving, forwarding, or delivering thereof, that no greater damage shall be recovered for the loss of, or for any injury done to any of such animals beyond the sums hereinafter mentioned, that is to say—For any Horse, £50. For any Neat Cattle, £15 per head. For any Sheep or Pig, £2 per head, unless the person sending or delivering the same to such Company shall, at the time of such delivery, have declared them to be of respectively higher value than as above mentioned, in which case it shall be lawful for such Company to demand and receive, by way of compensation for the increased risk and care thereby occasioned, a reasonable percentage upon the excess of value so declared above the respective sums so limited as aforesaid, and which shall be paid in addition to the ordinary rate of charge.

The following percentages or increased rates of charge are hereby notified pursuant to the Statute in that behalf, viz.:—

For HORSES.—For any distance $1\frac{1}{4}$ per cent. (minimum 3d.) for every £100 sterling excess of value declared above £50.

For CATTLE.—The same percentage scale as above; the charge is made on the excess of value declared above £15.

For SHEEP AND PIGS.—The same percentage scale as above; the charge is made on the excess of value declared above £2.

Any Wild Beast or any large animal not otherwise provided for is carried by special arrangement only.

Notice is hereby further Given, that all declarations of the value of Horses, Cattle, Sheep, Pigs, or other animals, where such value exceeds the above sums respectively, must be signed by the Owner thereof or by the person delivering such Horses, Cattle, Sheep, Pigs, or other animals for Carriage before they can be received by the Company for the purpose of such Carriage.

Carriage of Dogs, Deer, Poultry, Rabbits, or other small quadrupeds.

The Company further give notice that they are not and will not be Common Carriers of Dogs, Deer, Poultry, or other Live Birds, Rabbits or other small quadrupeds, nor will they receive Dogs, Deer, Poultry, or other Live Birds, Rabbits, or other small quadrupeds, for conveyance, except on the terms that they shall not be responsible for any greater amount or damage for the loss thereof or injury thereto beyond the following sums:—Dogs or Deer, £2; Poultry or other Live Birds, Rabbits or other small quadrupeds, 5s. each, unless a higher value be declared at the time of delivery to the Company, and a percentage of $1\frac{1}{4}$ per cent. paid upon the excess of value so declared.

The Company hereby also give notice that they have two Rates for the carriage in trucks by Merchandise Trains of Horses, Ponies, Mules, and Asses, at either of which rates the said Horses, Ponies, Mules and Asses may be consigned, at the Sender's option: one, the Ordinary Rate, when the Company take the ordinary liability of a Railway Company; the other, a Reduced Rate, adopted when the Sender declares the value of each such animal does not exceed £10, and agrees to relieve the Company and all other Companies or persons over whose lines the Horses, Ponies, Mules, and Asses may pass, or in whose possession the same may be during any portion of the transit, from all liability for loss, damage, misdelivery, delay, or detention, except upon proof that such loss, damage, misdelivery, delay, or detention, arose from wilful misconduct on the part of the Company's Servants.

The Company hereby also give notice that they have two Rates for the Through Carriage of Horses Cattle, sheep, Lambs or Pigs, at either of which Rates the said Horses, Cattle, Sheep, Lambs, or Pigs may be consigned at the Sender's or Owner's option; one the Ordinary Rate when the Company convey the said Horses, Cattle, Sheep, Lambs, or Pigs upon the conditions Nos. 1 to 9 inclusive, specified below. The other Rate is a Reduced Rate at which, when adopted by the Sender or Owner, the Company convey the said Horses, Cattle, Sheep, Lambs or Pigs on the land portion of the journey upon the Conditions Nos. 2 to 9 inclusive, specified below, applicable to such land journey; and on the Sea portion of the journey, upon Conditions 10 and 11 specified below, applicable to such sea journey, and solely at the Owner's risk.

Rates of Charge, over and above the Ordinary Rates of Carriage.

When the Amount Insured for is	Between Stations in Ireland.				Between Stations in Ireland and Stations in Great Britain.			
	Class 1	Class 2	Class 3	Class 4	Class 1	Class 2	Class 3	Class 4
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
£25 or less	0 6	1 0	2 6	5 0	1 0	2 0	5 0	10 0
For each additional £25 or part thereof up to £500	0 6	1 0	2 6	5 0	1 0	2 0	5 0	10 0

The above charges apply irrespective of distance.

CONDITIONS.

1. The Insurance Company reserve the right of inspecting before effecting any Insurance, all goods delivered to them for Insurance, to ascertain that the Articles are in accordance with the Declaration, and are in good condition and well packed.

2. The Insurance will apply only to the point to which the carriage charges cover conveyance and delivery of the Insured Articles.

3. The Insurance charges upon Insured Goods and Parcels will be accepted at the original forwarding Station, as covering the entire throughout distance from such forwarding Station to the Station nearest the ultimate destination of the Goods or Parcels, whether the invoicing or booking be throughout or otherwise.

4. The Contract for Insurance must be made by the Forwarding Company, and with the Sender only, and the charge for Insurance must be prepaid.

5. The Insurance of Articles exceeding £500 in value, and so declared, will be subject to special arrangements with the Traffic Manager.

6. In the event of a consignment tendered for Insurance consisting of more packages than one, *the value of each package must be declared separately*, but the charges for Insurance will be upon the aggregate value of the whole number of packages.

7. Upon Goods returned unsold from Exhibitions at half rates, the full charge for Insurance will in all cases be made, up to £500 declared value; above that amount by special arrangement, *vide* clause 6.

8. The Company at the Station of destination reserves the right of sending a representative to be present at the unpacking of the Insured Articles.

The following Lines of Steamers adopt the foregoing general arrangement for the Insurance of Goods and Parcels, viz. :—

City of Dublin Steam Packet. Also the Laird Line, Ltd., for traffic exchanged with the Caledonian, Glasgow and South Western, or North British Companies, via Glasgow, but not for any other traffic.

The following do not adopt the general arrangement, viz. :—

Dublin and Liverpool Screw Steam
Packet.
Burns, Messrs. G. & J.

Dublin, Silloth and Isle of Man Steamers
(William Sloan & Co.)



EDMOND BARRY,
SOLICITOR.

Offices:

2658

Westport.

Co. Mayo.

7. July 1916

The Secy. Property Losses Committee
57. St Stephens Green East
Dublin.

Dear Sir.

Re Rebellion. 1916

I enclose you claim of Mr. Thos
Reilly Cashier & Co. the Town Green
Westport for property destroyed
& cost of pocket Expenses.
I enclose herewith on or
about 24. Apr 1916. set on
fully. I hope you will
favorably consider same
& report.

Yours truly
Edmond Barry

7658

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
11-7-16

I Thomas Reilly now residing
at The Fair Green Westport in the City of Mayo
County of Mayo

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

1916, damage was done to the undermentioned Property, namely:—* Rigs. Bought

at Balthmore Market on 24th April 1916. Traded to North

Wall and to Birmingham. delivered at Blanchardstown

on account of Disturbances set out in amount claimed. Particulars

and such damage was occasioned to the best of my belief by** said

* State
situation of
property
damaged.

** Here state
cause of
damage.

Disturbance and Rebellion on said date

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 thereof; 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 Mortgagees,
Lessors,
Lessees, or
joint owners
(if any).

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

Company Policy No. , Amount £

" " " "

" " " "

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 Seventh day of

July 1916, at

Westport in the said City
County,

before me, a Justice of the Peace for the said

City
County.

Signature of Claimant } Thomas Reilly
of Claimants }

Myth Staunton J.P.
a Justice of the Peace for
County of Mayo

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.)

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.
24 th Apr 1916												
To 6 Pigs out of 28 pigs purchased at Ballinacorney Fair by me and raised from Ballinacorney to North Wall and thence to Birmingham said pigs derailed at Blanchinstown and six pigs worthless, legs broken & bruised to pulp. Value thereof	54	"	"	54	"	"	"	"	"	54	0	0
To Shrinkage and Loss of Market	"	"	"	"	"	"	"	"	"	66	0	0
To Extra Expenses, Carriage from Blanchinstown to Westport Certified by Railway Coy. paid	"	"	"	"	"	"	"	"	"	13	8	"
To 22 pigs sent on again to Dublin and 6 pigs purchased to make compliment. Railway Expenses on same paid Extra	"	"	"	"	"	"	"	"	"	4	10	10
Total if claim										137	19	9

Carried forward,



2658

Dublin.

5th July, 1916.

Dear Sir,

In reply to your letter of the 4th instant, a claim in duplicate should be furnished on the enclosed forms.

Yours faithfully,

Secretary.

Mr Thos. Reilly,
Westport,
Co. Mayo.

Westport July 4 1916

To the Secretary Injured property committee

Dear sirs

I beg to inform you that I have forwarded my claim for Injured property re Compensation about one month since of Kidney & Star Chambers College Green Dublin as so directed by the Lord Mayor please kindly acknowledge and state is it necessary for to have one of your printed forms or will my claim by letter be considered. Eligible the matter for compensation is first detailed at Blancherstown on Tuesday morning the start of rebellion has got so reply please of Kidney up to the present in re to said claim

I remain Sir yours
Respectfully
Thomas Kelly
Westport Connors

I wish to see you in
a cl. in Dublin and in
forming in the enclosed forms

And so

EDMOND BARRY,
SOLICITOR.

2658

Offices:

Westport,

Co. Mayo.

4th July 1876

To The Secretary
Property Losses Committee
57 St Stephens Green East
Dublin

Sir: Will you kindly forward me
for a Client of mine named Mr. John
Reilly Cattle Dealer, Fawcett Westport
the necessary forms to be filled up
and lodged for property destroyed and
which belonged to him during the recent
Disturbances. Kindly send to me for
him by return so that I may have
them lodged and dealt with. It is
very singular that he wrote to another
gentleman some time ago for forms at
the instigation of the Hon Mayor & got
no reply. Please give it your attention
Yours truly E Barry