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PLIC/13321 3839

Thomas Neary

REPORTED ON BY COMMITTEE.

8 SEP. 1916

Ince Policy & rect. Huber
No 1382 H. retd.
Jm 18.10.16

Assessors Report.

Claim No. **3839** Name of Claimant **THOMAS NEARY, Restaurant and Caterer.**

Situation of Property **34, LOWER ABBEY STREET, DUBLIN.**

Description	Claim	Insurance (if any)	Commissioners Valuation of Buildings	Assessors Valuation of full Damage	Loss Payable on basis of Insurance	Excess of Loss over and above amount payable under the Policies
30 Doz. "Perrier Jouet" Champagne <i>1907</i>	135	110	NIL	130	110	20
TOTALS, £	135	110	NIL	130	110	20

Interests in the buildings.

Assessor entered on motor receipt

2 year price

*3/13
4.6.8 per d
86/- per day*

W.M. ...

Award of Committee: Contents **130**

do. Buildings *W.M.*

Property Losses (Ireland) Committee, 1916.

3839

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

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

I Thomas Neary now residing

at 1 Chatham Street in the City of City of Dublin

do hereby solemnly and sincerely declare that on or about the 27th day of April and

1st day of May 1916, damage was done to the undermentioned Property, namely:—* 30 Cases of Perrier

* State situation of property damaged.

Joint Champagne 1907 Vintage which was stored at 34 Lower Abbey Street in said City

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

** 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 of said goods; and that no person is interested in

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

the said property except † _____

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

2 Cases thereof was and that it is not insured by me and 5 Cases thereof were insured by Messrs McCreesh & Co. in whose premises the Champagne was stored or any other person, § except as follows, namely:

<u>Abernian Insurance Co. Company, Policy No. 13824, Amount £110.0.0</u>	
<u>(Royal Exchange)</u>	<u>3257071, £725.0.0</u>
<u>containing my five cases not insured by me & their own goods)</u>	<u>£</u>

§ 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 17 day of

July 1916, at 110

Captn St in the said City, County,

before me, a Justice of the Peace for the said

City
County.

Louis Mundy
Justice of the Peace

Signature of Claimant of Claimants

Thomas Neary

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.

(10)

DUBLIN AND LONDON STEAMERS.

B-264
162

Calling at FALMOUTH, PLYMOUTH, SOUTHAMPTON, and PORTSMOUTH.

27 SIR JOHN ROGERSON'S QUAY,

M 7 May ³⁸³⁵
1 Shathan Street

DUBLIN, 6 JUN 1884 191

To THE BRITISH & IRISH STEAM PACKET CO., Ltd. Dr.

For Freight and Charges per Steamer _____ on the undermentioned Goods from SOUTHAMPTON

All Goods and Live Stock are carried subject to the Conditions specified in the Company's Sailing Bills, of which a copy is endorsed on the back hereof

Reference	SENDERS	GOODS	WEIGHT		RATE	FREIGHT	PAID OUT CHARGES	CARTAGE	TOTAL
578 5	William	25 c/s wine (25 doz)	15		c/s doz		10 16 8		10 16 8
		↑ ↑ 45 69							



10 16 8
14
W...

Collectors to Call

[OVER

BRITISH AND IRISH STEAM PACKET COMPANY, LIMITED

GOODS CONDITIONS

The Company undertake the shipment, conveyance, and delivery of Goods, Live Stock, &c., only on the following conditions, except where it is otherwise provided by a special Receipt or agreement in writing, viz. :—

1. The Company will not be responsible for loss or damage by fire, arising from any cause whatever, on shore, in store, in craft, or on board Vessel.
2. The Company reserve to themselves the right of shipping, transhipping, and forwarding Goods, Live Stock, &c., by their own Vessels, or any Vessels they may hire or charter for the Service, and at such times as they shall judge expedient, to alter the advertised time of sailing, to navigate the Vessel carrying same with or without a Pilot; to employ said Vessel in performing acts of towage or salvage, and in the performance of such acts, or in the prosecution of the voyage, to put into such port as the Master may see fit; without being responsible for damage to, loss of, or delay in delivering said Goods, Live Stock, &c., in consequence. They will not be accountable for loss or delay arising through Strikes or Lock Outs or Labour Combinations.
3. The Company will not be responsible for damage to, or loss of Goods, Live Stock, &c., arising from transhipment to or from Ship or Lighter, or from leakage, vermin, wet, waste, breakage, friction or insufficiency of package, or from the dangers or accidents of the sea, rivers, or harbours; or of Steam Navigation, or from the act of God, the King's enemies, Jettison, Barratry, Collision, improper Navigation, accidents to Machinery or Boiler, towage of or by the carrying Vessel; stowage or contact with, or smell or evaporation from other goods, rain, flood, storms; or from any act, neglect or default of any kind whatsoever of any of the Company's Pilots, Masters, Officers, Mariners, Stevedores, or agents or other persons for whom they would otherwise be responsible, and whether ashore or afloat or on board the carrying ship or any other vessel belonging to the Company; or from unseaworthiness or unfitness of the ship, her tackle, fittings and appurtenances. Uncanvased packages of Tea are considered insufficient.
4. The Company will not be accountable to any extent or under any circumstances whatsoever for Gold or Silver of any kind, Bank Notes, Bills of Exchange, Securities for Money, Precious Stones, Plate, Jewellery, Trinkets, Deeds, Paintings, Prints, Clocks, Watches, Statuary, Silk (raw or manufactured), Lace, Furs, or any other valuable articles, nor will they be responsible for breakage of Furniture, Carriages, or other Vehicles, Earthenware, Glass, Marble, Musical Instruments, Cast Iron, or other fragile goods; and will not undertake the shipment or conveyance of such on any other terms.
5. The Company will not be answerable for delay in delivery of Goods, Live Stock, &c., arising from transhipment, imperfect directions, clerical errors, or from landing said Goods, Live Stock, &c., at, or conveying them to a wrong port. Directions on parchment are considered imperfect.
6. The Company will not be accountable for the forwarding of Goods, Live Stock, &c., beyond the port at which they are delivered from the Vessel; nor will they undertake the delivery of same otherwise than (according to the port of destination) ashore in Dublin, Southampton, and Portsmouth; on landing pier at Plymouth; and to a lighter, or Wharf or Pier alongside, in London, Falmouth, and Cowes, as may be found practicable, except where they undertake, on payment to them of extra charges for such additional services, to land and deliver Goods at the address of the persons to whom they are consigned, at the landing Port, or if consigned beyond such Port, to deliver them to Railway or other Carriers to be forwarded to final destination. The landing, lighterage, and storage of Goods, Live Stock, &c., to be at the risk and expense of the owner.
7. The Company will not be responsible for any alleged damage (not included in the exceptions herein contained) to Goods, Live Stock, &c., if it be not pointed out to the Company before or on delivery, by the party to whom they are delivered, whether Consignee, Lighterman, Wharfinger, or Carrier, as the case may be; nor will the Company be accountable for injury to Goods, Live Stock, &c., if perishable, arising from delay in transit or forwarding.
8. Goods, Live Stock, &c., shall be considered as subject to a general lien, and held not only for the actual Freight and Charges due thereon, but for all arrears of Freight and Charges due the Company by the owner. They shall also, if not removed by the Consignee on being landed, be warehoused, or handed over to a Public Carrier for delivery to Consignee at the risk and expense of the Owner.
9. Oranges, Lemons, and all Green Fruit, Plants, Trees, and Shrubs; Matches, Acids, Yeast, and all Explosive or Combustible materials, also Carboys containing any substance; likewise Carriages, Horses, and Live Stock in general, are taken either on deck or in hold, as may be found most convenient, but only at the sole risk of the Shipper. Any other Goods taken on deck, without written instructions to the contrary from the Shipper, are also at Shipper's risk. Freight on Live Stock must be prepaid.
10. The Company will not be responsible for Charges forwarded on Goods, Live Stock, &c., if lost at sea, or refused by Consignee.
11. The Company will not be responsible for any risk to Goods, Live Stock, &c., which is coverable by Policy of Insurance, such as at present made, or has been heretofore made in Lombard Street, or in the Royal Exchange, or elsewhere in London; but will cover by Policy of Insurance, and become responsible for all such risks as they may specially stipulate for, the value of the Goods, &c., being declared in writing, with their description, and the required extra Freight being paid previous to Shipment and a special Receipt issued for said extra Freight and signed by the Company's Agent, implying that such risk is undertaken by them.

DAVID BARRY, Secretary.

Offices:

EPERNAY.
REIMS.
AY.
AVIZE.

Offices:

PARIS.
BOULOGNE.
DUNKIRK.
ANTWERP.
HÂVRE.

H. Walbaum & Tosetti.
Continental Forwarding & Shipping Agents.

39, CRUTCHED FRIARS,

London, E.C. March 24th., 19 14

3839

S
DB 9051

Mr. Thomas Neary, 1 Chatham Street, Dublin.

Please note—These charges will be collected by the Ry. Co. YOUR END.

T N
1907 20-44

*To Charges on 25 ½ Wine 25 doz.
received from Perrier Jouet & Co.,
and forwarded to your address.*

Insurance

Packing Charges

Carriage from F.O.B. Honfleur to

Dublin 25 doz. 1/2

Customs duty

25 doz 7/6

		3	2
		1	9
		9	7
		10	19
		10	10

49

$$\begin{array}{r} 75 \\ 37 \cdot 10 \\ \hline 112 \cdot 10 \end{array}$$

Perrier-Jouët & Co.
 Proprietors of Vineyards at Epernay.
 Champagne.

3539

THE TRADE ONLY SUPPLIED.

The *Neary Esq.* Dublin London 16th May 1914

Bought of *A. Boursot & Co.*
 Agents for Perrier-Jouët & Co.

26, King Street, St. James, S.W.

TERMS.

6 months' credit, or 5% discount
 for cash within 1 month from
 date of invoice.

NO ALLOWANCE FOR BREAKAGE IN TRANSIT.

Marks & Numbers	Cases	Contents.		DESCRIPTION OF WINE.	Total Quantity.	Price.	Amount.	
		Bottles	#Bottles					
1907 45/69	25	12	"	<i>Extra Quality, 1907 Vintage</i>	25 doz	75/-	£	93 15
<p><i>f o b Honfleur</i></p> <p><i>Forwarded by Walbaum & Joseth</i></p> <p><i>7/11</i></p> <p><i>8/10 per case</i></p>								

NOTICE:—You are requested to make cheques payable to "A. BOURSOT & Co., or order," and crossed "Union Bank of London," also to require a printed receipt.

Perrier-Jouët & Co.
 Proprietors of Vineyards at Epernay.
 Champagne.

3839

THE TRADE ONLY SUPPLIED.

The *Neary Esq.* Dublin London 14th March 1914

Bought of *A. Boursot & Co.*
 Agents for Perrier-Jouët & Co.

26, King Street, St. James, S.W.

1178.

TERMS.

6 MONTHS' CREDIT.
 5% DISCOUNT FOR CASH.
~~5% for Extra & 1st Qualities~~
~~2 1/2% for 2nd Quality.~~

NO ALLOWANCE FOR BREAKAGE IN TRANSIT.

Marks & Numbers	Cases	Contents.		DESCRIPTION OF WINE.	Total Quantity	Price.	Amount.
		Bottles	2 Bottles				
<i>TN</i>							
<i>1907</i>							
<i>20/39</i>	<i>20</i>	<i>12</i>	"	<i>Extra Quality, 1907 Vintage</i>	<i>20 doz = 45/-</i>	<i>45</i>	" "
<i>40/44</i>	<i>5</i>	"	<i>24</i>		<i>10 doz = 80/-</i> <i>2 doz</i>	<i>20</i>	" "
						<i>£ 95</i>	" "

f o b Honfleur

Forw^d by Walbaum & Co.

JMK JAN 5 8/10 per case

This Invoice is subject to the conditions. That the respective net cash prices at which the Reserve Cuvée, Extra Dry, may be sold, shall not be less than **78/-** per dozen to the Trade and **84/-** to the Consumer (Pints 5/- extra per two dozen bottles).

NOTICE:—You are requested to make cheques payable to "A. BOURSOT & Co., or order," and crossed "Union Bank of London," also to require a printed receipt.

Offices: .

EPERNAY.
REIMS.
AY.
AVIZE.

Offices:

PARIS.
BOULOGNE.
DUNKIRK.
ANTWERP.
HÂVRE.

H. Walbaum & Tosetti.

Continental Forwarding & Shipping Agents.

39, CRUTCHED FRIARS.

London, E.C. June 8 1914

89

3839

M. T. Neary

Dublin

To Charges on T.N. 45/69.
25 ~~sq~~ Cases Wine = 258 Royen
received from Perrier Fouet & C
and forwarded to your Address.

Insurance on above.

L

3/2

No. B 6263

November 7 1914

Received from

M. T. Neary

£ : 3 : >

For H. WALBAUM & TOSETTI.

W. Breckton

Pennir Jones 1907

14/14³ 20 C/s B/D's @ 75/-
5 = 1/2 ~ ~ 80/-

Fun & Duty
& Insurance £10.19.10

16/14⁵ 25 C/s B/D's 75/-

Fun Duty & Insurance £10.19.10

~~2839~~

With Compliments
from
Geo. Idle Chapman & Co. Limited.

65, Lower Thames St.
London, E.C.

51 St. Stephen's Green, E.

PROPERTY LOSSES,

(Ireland)

Dublin, 28 JUL. 1916 1916.

COMMITTEE, 1916.

3839

Mrs. Neary

Sir,

I beg to acknowledge ^{above} your claim
in this matter, which will receive
attention.

3839

Your obedient servant,

J. J. HEALY,

Secretary.

SOLE AGENTS FOR

GARVEY & Co.	JEREZ.
COCKBURN SMITHES & Co.	OPORTO.
MOËT & CHANDON.	EPERNAY.
LEBEAU & CIE.	EPERNAY.
ESCHENAUER & Co.	BORDEAUX.
LIGER-BELAIR & FILS.	NUIITS.
WOODHOUSE & Co.	MARSALA.
GOMEZ & Co.	CADIZ.
JULES ROBIN & Co.	COGNAC.
R. GUILLE & Co.	TARRAGONA.
CHAPIN & Co.	SAUMUR.
JOH BAPT STURM.	RUDESHEIM.
LUNG FRERES.	ALGIERS.
ROBERTSON & BAXTER L ^{TD}	GLASGOW.
WYNAND FOCKINK.	AMSTERDAM.

Telegraphic Address:-

"Mc. Cullagh, Dublin."

Telephone No. 397.

36, STH. FREDERICK ST., DUBLIN.

Dublin, ^{the} 11 Aug. 1916

R. N. Kennedy Esq.

3 College Green

3839

Dear Sir

We hereby certify that at the time of the burning
our premises 34 Lower Abbey St. 30 cases = 30 dozen
bottles. Perrier-Jouët 160's 1904 Vintage Champagne
was destroyed by fire about the 27th April 1916

These 30 cases were the property of M^r Thomas
Heary 1 Chatham St. we were merely obliging
him by storing same and he had paid us
for the wine

Yours faithfully

Jack. Cullagh Combr

CCC

Enc

Telegraphic Address "ADVISERS, DUBLIN."
TELEPHONE NO 252.

3839

THOMAS GERRARD & CO
Solicitors.

THOMAS M. GERRARD.
CHARLES DALY,
COMM OATHS.

DUBLIN & DROGHEDA.
Telephone No 11 Drogheda.

25, Westmoreland Street,

Dublin July 25th 19 16

J. Healy Esq
Secretary

Property Losses (Ireland) Committee 1916
51 Stephen's Green.

3839

Ack
28/7/16

Dear Sir,

We enclose -:

1. Claim in duplicate of Thomas Neary for £135
- 2 Policy of Insurance with the Hibernian Fire & General Insurance Co with receipt for last premium annexed. The Policy is No 13824 and is for £330

Yours truly

Thomas Gerrard