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4183

PL 10/1/3054

Robt. Benson
Managing Director
Larkby Dye Works

REPORTED ON BY COMMITTEE

8 SEP. 1916

Assessors Report.

Robert Benson, Managing Director,

Claim No. 4183. Name of Claimant Dartry Dye Works Limited,

Situation of Property 2, Upper Sackville 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
Stock & Utensils including Customers Goods for which Claimants are liable.	£121-18-5	£ 100		£100	£100	Nil
Fixtures & Fittings.	£250-18-9	50		164	50	£ 114
Rent & Taxes.	265- 0-0	220		220	220	Nil
+ Plate Glass.	34-17-0	34-17-0		17	17	Nil
TOTALS, £	672-14-2	£404-17-0		£ 501	£ 387	£ 114

Interests in the buildings

+ This claim included for Shop front etc. but we only allow for Mirrors, as the disallowed items will be replaced & allowed for in building claim of Tyler & Sons Ltd. Lessors.

Wm. W. Gomerly Son
Assessor

30th August 1916.

Award of Committee: Contents

do. Buildings

Informed Dartry Dye Works
that claims 4021 (Robinson)
+ 4598 (Cooper) for property
lost at 2 Upper Sackville St
had been dealt with by the
Committee 7.10.16

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.

4183
2/6 J
1/8



I Robert Benson Managing Director Darby Dye Works Ltd. now residing
at Blaremont, Orwell Park in the City of Dublin
do hereby solemnly and sincerely declare that on or about the 26th day of April
1916, damage was done to the undermentioned Property, namely:—* 2, Upper
Dackville Street Dublin

* State situation of property damaged.

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

** Here state cause of damage.

MB
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† Managing Director

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

the said property except † the said Darby Dye Works Ltd. who are Lessors and John Lyles & Sons Ltd. who are Lessors and the Customers whose names are appended and to whom the Darby Dye Works Ltd. is liable and that it is not insured by me them 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.

<u>Northern Assurance</u>	Company, Policy No. <u>89.13576</u> , Amount £ <u>Replacement</u>
<u>do</u>	" " <u>5281200</u> , " £ <u>200</u>
<u>do</u>	" " <u>5281775</u> , " £ <u>220</u>

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 first day of August 1916, at 16 College Green in the said City, County, Commissioner for oaths before me, a Justice of the Peace for the said City and I know the Deponent.
County.

Signature of Claimant } Rob. Benson
of Claimants }

R.S. Benson

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. Steph n'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.		
Fixtures fittings furniture etc.	Not known			285	15	9	nil			285	15	9		
Windows show goods	do			8	2	6	nil			8	2	6		
Work completed undelivered	do			21	7	1	nil			21	7	1		
Customers' claims	do			92	8	10	nil			92	8	10		
Rent & Rates	do			265	0	0	do			265	0	0		
				£	672	14	2				£	672	14	2
<i>Robt. Bensall</i>														

Carried forward,

VALUATION OF FITTINGS &c.

9	Ft. counter with mahogany top say 3 ft wide and mahogany front framed and polished	27/-	12	3	.
3	Drawers at back (no ends)	6/-	18	.	.
230	ft. sup. mahogany shelving	3/6	40	5	.
60	ft. lin. 2" pilasters, square base and turned above	1/6	4	10	.
10	Caps and bases mahogany moulded	5/-	2	10	.
255	ft. sup. deal shelving in pedestal stained	8d	8	10	.
30	ft. lin. cornice mahogany	2/6	3	15	.
30	" " skirting deal	3d	7	6	.
35	ft. sup. stall board and bearers	9d	1	6	3
96	" " 1½" mahogany screen to do. with mirrors inserted one side & polished at back	7/6	36	.	.
1	door hinged and bolted in do.			10	.
12	ft. lin. capping to do. (say 3") molded	2/6	1	10	.
24	" " brass rails over do.	1/6	1	16	.
12	electric lights and wiring &c.etc.	20/-	12	.	.
28	ft. sup. mahogany fascia and grounds with front 3/-		4	4	.
	Sunk and gilt letters £2, French polished 10/-, carving letters £2/10/-		5	.	.
140	ft. sup. deal partition sheeted both sides on studs		5	12	.
1	Additional on do. for fir framed door hinged and locked		1	13	6
1	Table 12-0 X 4-0, 4 legs deal, 48-0 @ 1/4		3	4	.
24	ft. sup. shelving 1" deal & additional up-rights	10d	1	.	.
	Painting and papering shop & room at rere		25	.	.
	Telephone		5	.	.
	Delivery truck		10	.	.
	Milners safe		15	.	.
	Cash Register		5	.	.
	6 chairs		1	19	.
	<u>Forward</u>	£	208	13	3

	<u>Forward</u>	£	208 13 3
Linoleum (inlaid)			7 . .
Wax figure			8 15 .
Window stands			7 10 .
Plush curtains (12 yds)			3 . .
Stationery, Price lists, Boxes & paper			5 . .
Electric light meter			1 10 .
Services and other apparatus			5 10 .
Plate glass			34 17 .
Iron gates for porch			4 . .
		£	285 15 9

WINDOW SHOW GOODS

Cream cushion	7 6
Prune silk costume	1 15 .
Yellow chiffon gown	1 10 .
White fox fur	3 . .
Two large white feathers	1 10 .
	£ 8 2 6

LIST OF COMPLETED WORK IN OFFICE

March	31	Stock	14 0 4
April	22	Work done	43 4 8
"	"	Cash received	57 5 .
"	"	Undelivered work	35 17 11
			£ 21 7 1

CUSTOMERS' CLAIMS

Murphy, Cork	Trousers and vest	1 10 .
Feeney, Ballymahon	Curtains and Trousers	3 . .
Meyers, Milltown	Overcoat and Trousers	3 . .
Quigley, Drumcondra	2 prs. gloves @ 3/11	7 10
Brennan, Arbour Hill	Sports coat	8 0
McKenna, Malahide	Frock	4 . .
Keys, Ballybrophy	Quilt £4; Blouse 30/-	5 10 .
O'Kelly, Naas	Suit	2 2 0
O'Donnell, Dalkey	Gloves	4 11
Ryan, Gardiner's Place	2 prs. gloves @ 5/11 & 6/11	12 5
	<u>Forward</u>	£ 20 15 3

		<u>Forward</u>	£	20	15	2
Byrne, Fairview	Bonnet 6/11 gloves 7/6			14	5	
Norton, Lusk	Suit			1	10	.
Kavanagh, Maynooth	Suit			3	10	.
O'Daly, Ferbane	Pair Curtains			10		.
Jackson, Gardiner's Plee	Coat			10		.
Harford, Gloucester Pce	Costume			4	.	.
O'Donnell, Celbridge	Skirt			2	.	.
Nolan Bros., Capel St.	Feather Boa & feathers			2	10	.
Delaney, Batterstown	Costume & Golf coat			5	.	.
Cockrill, Drumcondra	Gloves			4	11	
Delaney, Drumcondra	Lancer Plume			1	1	.
Holmes, Whitehall	Two frocks			2	0	0
Kelly, Lusk	Suit			4	.	.
Hilton, N. C. Rd.	Costume			2	.	.
Monks, Lusk	Child's dress			12	.	.
Boland, Kirwan St.	Costume			1	18	.
Keegan, Maryboro'	Costume			2	10	.
Russell, Mountjoy Sq.	Costume & Blouse			4	4	.
Abernethy, Merrion	Boa			12	6	
Curran, Babinteely	Dress			2	5	0
Savage, Drumcondra	Feather			15	0	
Cooper, Ranelagh	Suit			3	.	.
MacErlean, Frederick St	Curtains			2	10	.
Hurst, Sackville St.	Coat			1	5	.
Briscoe, Clontarf	Cloak			3	10	.
Barry, Kilcock	Blouse			1	5	.
Murphy, Gardiner St.	Blouse			5	.	.
Wilson, Parnell St.	Coat & Feather			2	12	6
Dwyer, Thurles	Feather			10	.	.
Johnston, Bawnboy	Wool coat			1	1	.
Richardson, N. C. Rd.	Feather			1	.	.
O'Rorke Caprain , Hazelhatch	Blouse 15/-; Vest 4/-			19	.	.
Alison, Fairview	Gloves			6	6	
Caprain, Drumcondra	Coat			1	.	.
Kennedy, Drumcondra	Gloves			3	11	
	<u>Forward</u>	£		82	9	11

* Co. imp 17/10/16 div
 this cl. has been added with
 by the Commr.
 w 4558

	<u>Forward</u>	£	82	9	11
Tolan, Summerhill	Feathers			12	11
Dublin Laundry Co.	Collars etc.		3	13	6
Masterson, Mountjoy Sqr.	Costume		2	10	.
Cairns, Coclock	Skirt		1	10	.
O'Donnell, Glasnevin	Gent's tie			2	6
Quinn, Geraldine St.	Skirt		1	10	.
		£	92	8	10

One year's rent, rates & taxes	£	265	.	.
--------------------------------	---	-----	---	---

S U M M A R Y

Fixtures, fittings, furniture etc.		285	15	9
Window show goods		8	2	6
Work completed undelivered		21	7	1
Customer's claims		92	8	10
Rent & rates		265	.	.
	£	672	14	2

Rob. Benson

TELEPHONE No 1931.

FREDERICK G. SHARPE, LL.D.
Solicitor.
COMMISSIONER FOR OATHS.

Encls.

4183
16. College Green.

Dublin 12th Augt 1916

No. 4183 - Dartry Dye Works.

Dear Sir,

I have yours of the 8th instant and now enclose the three Insurance Policies referred to in the claim together with the last receipts for the premiums.

Yours faithfully,

Fred. G. Sharpe.
[Signature]

The Secretary,
Property Losses (Ireland) Committee,
51, St. Stephen's Green, East,
Dublin.

TELEPHONE No 1931.

FREDERICK G. SHARPE, E.L.L.D.
Solicitor.
COMMISSIONER FOR OATHS.

*Ack'd
15⁸/₁₆ 16* 16, College Green.

4183

Dublin 1st Augt. 1916

Encls.

Dear Sir,

I now enclose Claim in duplicate on behalf of the Dartry Dye Works, Ltd.

Yours faithfully,

Fred. G. Sharpe.

Ask for 3 policies + last recto

*Acted on
8/8/16*

The Secretary,
Property Losses (Ireland) Committee, 1916,
51, St. Stephen's Green, East,
Dublin.

Fixtures in various offices.

Agency DUBLIN:

S W Parker

THE NORTHERN ASSURANCE COMPANY LIMITED.

1, MOORGATE STREET, LONDON.

BIRMINGHAM:

81, Colmore Row.

BRISTOL:

The Exchange.

LIVERPOOL:

5, Tithebarn Street.

MANCHESTER:

Albert Square.

NEWCASTLE:

2, Collingwood St.

NOTTINGHAM:

15, Victoria Street.

PORTSMOUTH:

24a, Commercial Rd.

DUBLIN:

7, Westmoreland St.

Received the 2^o day of Oct 1915,
of Mr. Darby Dye Works Ltd
the sum stated below for the Renewal of the Insurance of
£ 850 by Fire Policy No. 5281200.
for ONE YEAR from MICHAELMAS, 1915, to
MICHAELMAS, 1916.

Premium

£ 1:5:6

S W Parker

Agent.

Payment of Rent.

Barrow Office



Received of _____
of _____
the sum stated below for the Rent of the _____
by the _____
for ONE YEAR from CHRISTMAS, 1915, to
CHRISTMAS, 1916.

£

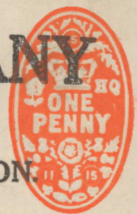
2

BIRMINGHAM
BRISTOL
LIVERPOOL
MANCHESTER
NEWCASTLE
NOTTINGHAM
PORTSMOUTH
DUBLIN

Agency Dublin
S.W. Parker

THE NORTHERN ASSURANCE COMPANY LIMITED.

1, MOORGATE STREET, LONDON



BIRMINGHAM:
81, Colmore Row.

BRISTOL:
The Exchange.

LIVERPOOL:
5, Tithebarn Street.

MANCHESTER:
Albert Square.

NEWCASTLE:
2, Collingwood St.

NOTTINGHAM:
15, Victoria Street.

PORTSMOUTH:
19, Ordnance Row.

DUBLIN:
7, Westmoreland St.
N. 172.

Received the 19th day of July 1916,
of Mr. The Darting & Co Works Ltd
the sum stated below for the Renewal of the Insurance of
£ 1140 by Fire Policy No. 5281.775
for ONE YEAR from CHRISTMAS, 1915, to
CHRISTMAS, 1916.

Premium
£ 2 : 2 : 6 S. W. Parker Agent.

Plate Glass

Sacraire St.

Accident Department.

Agency DUBLIN.

S. W. Parker

THE NORTHERN ASSURANCE COMPANY LIMITED.

1, MOORGATE STREET, LONDON.

BIRMINGHAM:

81, Colmore Row.

BRISTOL:

The Exchange.

LIVERPOOL:

5, Tithebarn Street.

MANCHESTER:

Albert Square.

NEWCASTLE:

2, Collingwood St.

NOTTINGHAM:

15, Victoria Street.

PORTSMOUTH:

24a, Commercial Rd.

DUBLIN:

7, Westmoreland St.

Received the 21st day of Dec 1915,
 of Mr. The Dairym Dye Works Ltd the sum
 stated below for the Renewal of Policy No. PG 13546
 according to its terms and conditions for **ONE YEAR**
 from 9th DECEMBER, 1915.

NOTE:— This premium is accepted conditionally that the Policy heretofore does not cover loss of damage occasioned by or happening through War, Invasion, Foreign Enemy Hostilities or Military or Usurped Power.

Premium

£ — : 14 : —

S. W. Parker

Agent.

Reuts

London
Parker

THE
NORTHERN
ASSURANCE COMPANY
LIMITED.

HEAD OFFICES :

1, MOORGATE STREET, LONDON.

1, UNION TERRACE, ABERDEEN.

BRANCHES :

- BIRMINGHAM.—81, COLMORE ROW.
- BRISTOL.—THE EXCHANGE.
- DUBLIN.—7, WESTMORELAND STREET.
- DUNDEE.—110, COMMERCIAL STREET.
- EDINBURGH.—20, ST. ANDREW SQUARE.
- GLASGOW.—90, ST. VINCENT STREET.
- LIVERPOOL.—5, TITHEBARN STREET.
- MANCHESTER.—ALBERT SQUARE.
- NEWCASTLE.—2, COLLINGWOOD STREET.
- NOTTINGHAM.—15, VICTORIA STREET.
- PORTSMOUTH.—24A, COMMERCIAL ROAD.

Fire Policy No. 5281775.....

The Dartry Dye Works Ltd......

Sum Insured £ 1140.....

Present Premium £ 2 : 2 : 6.....

Renewal Payment Due Xmas.....

Premium £ 2 : 2 : 6.....

NORTHERN ASSURANCE COMPANY LIMITED.

ESTD

1836.



PRESENT PREMIUM.
£ 2 . 2 . 6

RENEWAL PREMIUM.
£ 2 . 2 . 6

Whereas

THE DARTRY DYE WORKS, LIMITED, of Dratry, Upper Rathmines, Co. Dublin, ---

(hereinafter called the Insured) having to THE NORTHERN ASSURANCE COMPANY LIMITED (hereinafter called the Company), the Sum of Two pounds, two shillings and six pence-----
for insuring against Loss or Damage by fire the Property hereinafter described in the several sums following, viz:--

On twelve months' rent of each of the under-mentioned Branch and Receiving Offices of the Insured, to the extent of the amount set opposite each item:--

- (1) £ 220. On No. 2. Upper Sackville Street, Dublin.-----
 - (2) 285. On No. 56. Grafton Street, Dublin.-----
 - (3) 60. On No. 72. Rathmines Road, Dublin.-----
 - (4) 80. On No. 11. Ranelagh, Dublin.-----
 - (5) 76. On No. 16. Quinsborough Road, Bray, Co. Wicklow.-----
 - (6) 144. On No. 25. Patrick Street, Cork.-----
 - (7) 275. On No. 33. High Street, Belfast.-----
- £1140. say ONE THOUSAND ONE HUNDRED AND FORTY POUNDS-----

All said buildings are brick stone or concrete built and roofed with slates, tiles or glass.---
Insurances in other offices allowed the same to be declared in the event of loss.-----

Policy No.----- hereby Cancelled.

Now the Company hereby agrees with the Insured (but subject to the Terms and Conditions printed on the back hereof, which are to be taken as part of this Policy) that if the Property above described, or any part thereof, shall be destroyed or damaged by FIRE at any time between the 25th day of December 19 11, and Four o'clock in the afternoon of the 25th day of December 19 12, both inclusive, or at any time afterwards, so long as the Insured or their Representatives in interest shall duly pay to the Company, and it shall accept the sum required for the renewal of this Policy, the Company will, out of its Capital Stock and Funds, pay or make good all such Loss or Damage, to an amount not exceeding in respect of the several matters above specified the sum set opposite thereto respectively (unless previously allowed by Endorsement on the back hereof), and not exceeding in the whole the sum of

-----ONE THOUSAND ONE HUNDRED AND FORTY POUNDS-----

In witness whereof, the Company hath caused its Common Seal to be herunto affixed at London, the twenty-sixth day of January in the year of our Lord One Thousand Nine Hundred and twelve.

Countersigned

Examined *and*
Entered *LB*

John
Secretary at Dublin.

This Policy and its Conditions should be examined, and if incorrect returned at once for alteration.

Stat. No. 1277114

Irish No. 6.

Note.—This Company will be answerable for payment of the amount of the sum insured by the Assured, in no case exceeding the amount payable by the Assured, in the event of the said premises being destroyed or damaged by fire, on the condition that the sum insured shall be paid to the Assured or their Representatives in interest, as the case may be, within the time specified in the policy, and that the sum insured shall be paid to the Assured or their Representatives in interest, as the case may be, within the time specified in the policy, and that the sum insured shall be paid to the Assured or their Representatives in interest, as the case may be, within the time specified in the policy.

Services Office

NORTHERN ASSURANCE COMPANY LIMITED.

1, MOORGATE STREET, LONDON.

BIRMINGHAM.—81, COLMORE ROW

BRISTOL.—THE EXCHANGE.

DUBLIN.—7, WESTMORELAND STREET.

LIVERPOOL.—5, TITHEBARN STREET.

MANCHESTER.—ALBERT SQUARE.

NEWCASTLE.—2, COLLINGWOOD STREET.

NOTTINGHAM.—15, VICTORIA STREET.

PORTSMOUTH.—COMMERCIAL ROAD.

Fire Policy No. 5281200

The Dartry Dye Works, Ltd.

Sum Insured £ 850.

Present Premium £ 1 : 5 : 6

Renewal Payment Due Michs.

Premium £ 1 : 5 : 6

The Conditions referred to in this Policy are as follows:—

I. Any material mis-description of any of the Property expressed to be hereby insured, or of any Building or Place in which any such Property is contained, or any mis-representation as to, or omission to state, any fact material to be known for estimating the risk, renders this Policy void as to the Property affected by such mis-description, mis-representation, or omission, and any mis-statement in answer to questions put by or on behalf of the Company on the proposal for the Insurance, or before or at the time the risk is undertaken by the Company, renders this Policy void.

II. If after the Insurance has been effected the risk be increased by the erection of any Stove or the introduction of any hazardous operation, trade, or goods, or by any hazardous communication, or in any other manner, or if at any time any hazardous building or process become adjacent to any Property hereby insured, or if any property hereby insured be removed from the Building or Place in which it is herein described as being contained, or if the Property hereby insured be at any time insured in any other Office or Offices, without in each and every of such cases the assent or sanction of the Company signified by Endorsement hereon, the Insurance as to the Property affected thereby ceases to attach.

III. This Policy does not cover—

- (A) Goods held in Trust or on Commission,
- (B) China, Glass, Looking Glasses, Jewels, Lace made by hand, Clocks, Watches, Trinkets, Medals, Curiosities, Manuscripts, Government Stamps, Engravings, Prints, Paintings, Drawings, Tapestries, Sculptures, Musical, Mathematical, Scientific or Philosophical Instruments,
- (C) Patterns, Models, Moulds, Designs, Plans and Drawings,
- (D) Gunpowder or other Explosives.
- (E) Deeds, Bonds, Bills of Exchange, Promissory Notes, Cheques, Money, Securities for Money, Documents of Title to Goods, Contracts, or other Documents, Books of Account.
- (F) Loss or Damage to Property occasioned by or happening through its undergoing any heating process or its own Spontaneous Fermentation or Heating.
- (G) Loss or Damage occasioned by or happening through Earthquake, Subterranean Fire, Hurricane, Invasion, Foreign Enemy, Riot, Civil Commotion, or Military or Usurped Power, or by any person or persons engaged or concerned in Riotous Resistance to the Authority of Magistrates or to any other Lawful Authority.
- (H) Loss by Theft during or after a fire.
- (I) Loss or Damage by Explosion.

Unless the same be specially mentioned in the Policy.

But Loss or Damage to Property occasioned by Explosion of Coal Gas elsewhere than on Premises being part of any Gas Works, or to Property struck by Lightning, will be deemed to be Loss by Fire under the Conditions of this Policy.

IV. This Insurance will not be in force until the Premium or a Deposit on account thereof be actually paid. No Receipts for any Premiums or Deposits are valid but such as are issued by the Company and signed by one of its officials or duly appointed agents, and any condition or proviso contained in, endorsed upon, or referred to in any such receipt shall be taken as part of this Policy.

V. This Policy ceases to be in force as to any of the Property hereby insured upon the interest of the Insured therein passing from him otherwise than by will or operation of law, unless notice thereof be given to the Company, and the Insurance be declared to be continued to a successor in interest by a memorandum made on the Policy by or on behalf of the Company, and the expression the Insured shall include a successor in interest to whom the Insurance is so declared to be or is otherwise continued.

VI. In all cases where any other subsisting Insurance or Insurances (whether effected by the Insured or by any other person in his behalf) covering any Property hereby insured, either exclusively or together with any other Property, shall be subject to average, the Insurance on such Property under this Policy shall be subject to average in like manner.

VII. On the happening of any Loss or Damage, the Insured shall forthwith give notice thereof in writing to the Company, and shall within fifteen days after such Loss or Damage, or such further time as the Company may allow in that behalf, and at his own expense, deliver to the Company a Claim in writing for the Loss or Damage, stating the several amounts of the Loss or Damage in respect of all the several items of Insurance respectively, and containing as particular and detailed an account as may be reasonably practicable of the several articles or items of Property damaged or destroyed, with the estimated value of each of them respectively, having regard to their value at the time of the Loss or Damage. The Insured shall also produce and give to the Company, when, where, and to whom, and in manner required by it, and at his own expense, all such plans, specifications, measurements and quantities, estimates, deeds, books of account, vouchers, invoices, copies thereof, documents, proofs, and explanations with respect to the Claim and the alleged Loss or Damage, and the circumstances of the Loss or Damage, and the ownership of or interest in the Property hereby insured, and as to other Insurances, and also as to all other matters as may be reasonably demanded; and also if required shall make and cause to be made statutory declarations of the truth of the Claim and of any of the matters aforesaid. No Claim whatever under this Policy shall be payable unless the terms of this Condition have been complied with.

VIII. If the Claim be in any respect fraudulent, or if any fraudulent or false plan, specification, measurement, quantity, estimate, deed, book, account, entry, voucher, invoice, or other document, proof, or explanation be produced or given, or if any fraudulent means or devices be used by the Insured, or any one acting on his behalf, to obtain any benefit under this Policy, or if any false declaration or statement be made, or if any Loss or Damage be occasioned by the wilful act or with the connivance of the Insured, all benefit under this Policy is forfeited.

IX. The Company, at any time before payment of the amount of any Loss or Damage, whether or not the amount of the Loss or Damage has been adjusted or ascertained, or an award has been made, may, instead of paying the amount of the Loss or Damage, elect to make it good by replacing or reinstating the whole of the Property damaged or destroyed, or by replacing or reinstating any items or parts thereof and paying the amount

of the Loss or Damage to the residue of such Property: Provided the Company in making good the loss or damage shall not be bound to replace or restate any property exactly and completely, but only to do so substantially as nearly as circumstances permit and in a reasonably sufficient manner, and that in the event of the Company being prevented by any Building Regulations, or otherwise by Law, from reinstating any Building as it was before the Loss or Damage thereto, the Company shall be bound only to restate the same as far as practicable, and shall not be bound to expend more than the sum it would have cost to restate such Building as it was before such Loss or Damage; and Provided also that the Company shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured by the Company thereon.

If the Company elect or become otherwise bound to replace or restate any Property, the Insured, at his own expense, shall produce and give to the Company all such plans, specifications, measurements and quantities, particulars, documents, books and information (oral and documentary), as the Company may require.

X. On the happening of any Loss or Damage in respect of which a Claim is or may be made under this Policy, the Company and every person authorised by the Company, may enter, take, and keep possession of the Building or Premises where the Loss or Damage has happened, and may take possession of, or require any Property of the Insured on the Premises at the time of the Loss or Damage, or any of the Property hereby insured, to be delivered to them, and may examine, sort, sift, arrange, remove and keep possession of such Property, until the Claim is adjusted or settled, without thereby incurring any liability, and this Condition shall be evidence of the authority of the Company and of the leave and license of the Insured so to do. If the Insured or any one acting on his behalf shall not comply with the requirements of the Company, or shall hinder or obstruct the Company in doing any of the above-mentioned acts, then all benefit under this Policy shall be forfeited.

XI. The Company may, in the name of the Insured, at any time, whether before or after the adjustment or ascertainment of any alleged Loss or Damage insured against, sell or dispose of any Salvage, or any of the Property taken possession of or removed by its authority, and this Condition shall be evidence of the authority of the Company, and of the leave and license of the Insured so to do. And in the event of the Policy being void, ceasing to attach, or its benefit being forfeited, the Company shall not be liable in respect of such sale or disposal to any greater amount than the net proceeds of such Salvage or Property. The Insured shall not, in any case, have any right to abandon any property to the Company whether taken possession of by the Company or not.

XII. If at the time of any Loss or Damage by Fire happening to any Property hereby Insured there be any subsisting Insurance or Insurances, whether effected by the Insured or by any other person in his behalf covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

XIII. If any difference shall at any time arise between the Company and the Insured or any Claimant under this Policy as to the liability or the amount or extent of the liability of the Company in respect of any claim for Loss or Damage by Fire, or as to any question, matter, or thing concerning or arising out of any claim for Loss or Damage under this Policy, every such difference, as and when the same arises, shall be referred to the arbitration of some person to be appointed in writing by both parties, or of two indifferent persons, one to be appointed in writing by the party claiming and the other by the Company, within one Calendar Month after either party has been required so to do by the other party, and in case either party shall refuse or neglect to appoint an Arbitrator within the time named the other party shall appoint both Arbitrators, and in case of disagreement between the Arbitrators, then to the decision of an Umpire, who shall have been appointed in writing by the Arbitrators before entering on the reference, and who shall sit with the Arbitrators, and preside at their Meetings during the reference, unless the Arbitrators shall otherwise agree in writing, and in the case of the death of the Arbitrators, or of one of them, or of the said Umpire, another or others shall be appointed in his or their stead, and the death of any of the parties shall not revoke or affect the authority or powers of any Arbitrator or Umpire, and the costs (but only as between party and party) of the reference and the costs of the award shall be in the discretion of the Arbitrator, Arbitrators, or Umpire making the award, who shall have the power to determine the amount of the aforesaid costs, or any part thereof, or to direct the same to be taxed, and to direct when and by whom, and to whom and in what manner such costs or any part thereof shall be paid, and in all other respects the submission to Arbitration shall be subject to the provisions of the Common Law Procedure Amendment (Ireland) Act, 1856, or any statutory modification thereof, and may be made a Rule of His Majesty's High Court of Justice in Ireland, in any Division, upon the application of either of the parties. And it is hereby expressly declared to be a condition precedent to the liability of the Company in respect of any Claim under this Policy, that the Claim shall, if not admitted, be referred to and determined by such Arbitrator, Arbitrators, or Umpire as aforesaid, and the Claimant shall have no right of action against the Company except for the amount of the Claim, if admitted, or the amount, if any, awarded by the award of such Arbitrator, Arbitrators, or Umpire.

XIV. Every notice or communication to the Company required by any of these Conditions must be in writing.

XV. In all cases where this Policy is void or has ceased to be in force or to attach, or all benefit under it is forfeited, all monies paid to the Company in respect thereof will be forfeited.

XVI. The Insured and any Claimant under this Policy shall, at the expense of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties, to which the Company shall be, or would become, entitled or subrogated, upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

XVII. Any Warranties to which the property insured or any item thereof is, or may at any time be made subject, shall attach and continue to be in force during the whole of the currency of the Policy; and notwithstanding the Second Condition non-compliance at any time with any of the Warranties shall be a bar to any claim in respect of such property or item.

NORTHERN ASSURANCE COMPANY LIMITED.



ESTABLISHED 1836.

CAPITAL £ 3,000,000.

PRESENT PREMIUM.
£ 1. 5. 6.

RENEWAL PREMIUM.
£ 1. 5. 6.

Whereas THE DARTRY DYE WORKS, LIMITED, of Dartry Road, Rathmines, Co. Dublin, Dyers and Cleaners,

(hereinafter called the Insured) have paid to THE NORTHERN ASSURANCE COMPANY LIMITED (hereinafter called the Company), the Sum of One pound five shillings and six pence

for insuring against Loss or Damage by Fire the Property hereinafter described in the several sums following, viz.:-

- (1) £150. On Stock and Utensils in trade as Dyers and Cleaners, including Goods held by them in trust or on commission for which they are responsible, in the Insured's Receiving Office only, situate and being N. 56 Grafton Street, Dublin.
- (2) 50. On Fixtures and Fittings in trade (exclusive of plate glass and plate glass fronts), the property of the Insured only, therein.
- (3) 50. On property as described in Item 1 in the Insured's Receiving Office only, situate and being No. 72 Rathmines Road, Dublin.
- (4) 100. On property as described in Item 2 therein.
- (5) 100. On property as described in Item 1 in the Insured's Receiving Office only, situate and being No. 2 Upper Sackville Street, Dublin.
- (6) 100. On property as described in Item 2 therein.
- (7) 150. On property as described in Item 1 in the Insured's Receiving Office only, situate and being No. 33 High Street, Belfast. - Subject to Average.
- (8) 150. On property as described in Item 2 therein.

£850.

say EIGHT HUNDRED AND FIFTY POUNDS
All said buildings are brick or stone built and slated or tiled.
Items 7/8 of this policy are declared to be separately but similarly Subject to Average and to the Belfast General Tariff Warranties (8th February 1911) attached.
Average Condition—Whenever a sum insured is declared to be Subject to Average, if the Property covered thereby shall at the breaking out of any fire be collectively of greater value than such sum insured, then the Insured shall be considered as being his own Insurer for the difference and shall bear a ratable share of the loss accordingly.

Policy No. _____ hereby Cancelled.

Now the Company hereby agrees with the Insured (but subject to the Terms and Conditions printed on the back hereof, which are to be taken as part of this Policy) that if the Property above described, or any part thereof, shall be destroyed or damaged by FIRE at any time between the 29th day of September 19 11, and Four o'clock in the afternoon of the 29th day of September 19 12,

interest shall duly pay to the Company, and a Capital Stock and Funds, pay or make ers above specified the sum set opposite ding in the whole the sum of

BELFAST GENERAL.

Warranties referred to in Policy No. 5281200

Issued—6th February, 1911.

- 1.-(a) All the External and Party Walls entirely of Brickwork, Masonry, and/or Cement Concrete, or Iron other than Corrugated Iron.
- (b) The Roof covered only with Slates, Tiles, Metal or Concrete.
- (c) Separated from all other Buildings by Party Walls passing through and above the Roof at every point.
- 2. No communication with any other Building otherwise than by Double Fire-proof Doors.
- 3. Not more than five Storeys in height including the Attic and every Storey (whether occupied or not) the ceiling of which is more than three feet above the lowest point of the land level or ground line of the site on which the Building stands.
- 4. No Lamp or Stove used in which Petroleum, Paraffin, Gasoline, Naphtha, or other Spirit is burned.
- 5. Not in the occupation of more than one Tenant (an occupying Landlord being reckoned a Tenant).
- 6. All Pipes supplying Gas to Gas Engines of Iron or Copper.

fixed at LONDON, the nineteenth eleven.



Entered

Secretary at Dublin.

Irish
(No. 6. A. 1.)

This Policy and its Conditions should be examined, and if incorrect returned at once for alteration.

NORTHERN ASSURANCE COMPANY LIMITED.



ESTABLISHED 1836.

CAPITAL £ 3,000,000.

PRESENT PREMIUM.
£ 1. 5. 6.

RENEWAL PREMIUM.
£ 1. 5. 6.

Whereas THE DARTY DYE WORKS, LIMITED, of Darty Road, Rathmines, Co. Dublin, Dyers and Cleaners,

(hereinafter called the Insured) have paid to THE NORTHERN ASSURANCE COMPANY LIMITED (hereinafter called the Company) the Sum of One pound five shillings and six pence for insuring against Loss or Damage by Fire the Property hereinafter described in the several sums following, viz.:-

- (1) £150. On Stock and Utensils in trade as Dyers and Cleaners, including Goods held by them in trust or on commission for which they are responsible, in the Insured's Receiving Office only, situate and being No. 56 Grafton Street, Dublin.
- (2) 50. On Fixtures and Fittings in trade (exclusive of plate glass and plate glass fronts) the property of the Insured only, therein.
- (3) 50. On property as described in Item 1 in the Insured's Receiving Office only, situate and being No. 72 Rathmines Road, Dublin.
- (4) 100. On property as described in Item 2 therein.
- (5) 100. On property as described in Item 1 in the Insured's Receiving Office only, situate and being No. 2 Upper Sackville Street, Dublin.
- (6) 100. On property as described in Item 2 therein.
- (7) 150. On property as described in Item 1 in the Insured's Receiving Office only, situate and being No. 33 High Street, Belfast. - Subject to Average.
- (8) 150. On property as described in Item 2 therein.

£850. say EIGHT HUNDRED AND FIFTY POUNDS
All said buildings are brick or stone built and slated or tiled. Items 7/8 of this policy are declared to be separately but similarly Subject to Average and to the Belfast General Tariff Warranties (6th February 1911) attached.
Average Condition—Whenever a sum insured is declared to be Subject to Average, if the Property covered thereby shall, at the breaking out of any fire be collectively of greater value than such sum insured, then the Insured shall be considered as being his own Insurer for the difference and shall bear a ratable share of the loss accordingly.

Policy No. hereby Cancelled.

Now the Company hereby agrees with the Insured (but subject to the Terms and Conditions printed on the back hereof, which are to be taken as part of this Policy) that if the Property above described, or any part thereof, shall be destroyed or damaged by FIRE at any time between the 29th day of September 19 11, and Four o'clock in the afternoon of the 29th day of September 19 12, both inclusive, or at any time afterwards, so long as the Insured or their Representatives in interest shall duly pay to the Company, and it shall accept the sum required for the renewal of this Policy, the Company will, out of its Capital Stock and Funds, pay or make good all such Loss or Damage, to an amount not exceeding in respect of the several matters above specified the sum set opposite thereto respectively (unless previously allowed by Endorsement on the back hereof), and not exceeding in the whole the sum of

EIGHT HUNDRED AND FIFTY POUNDS

In witness whereof, the Company hath caused its Common Seal to be hereunto affixed at LONDON, the nineteenth day of September in the year of our Lord One Thousand Nine Hundred and eleven.

Countersigned

Examined

Entered

[Signature]
Secretary at Dublin.

Seal No. 1240342

Irish
(No. 6. A. 1.)

This Policy and its Conditions should be examined, and if incorrect returned at once for alteration.

2 Wp. Sackville St

NORTHERN ASSURANCE COMPANY LIMITED.

HEAD OFFICES:

- 1, MOORGATE STREET, LONDON.
- 1, UNION TERRACE, ABERDEEN.

BRANCHES:

- BIRMINGHAM.—81, COLMORE ROW.
- BRISTOL.—THE EXCHANGE.
- DUBLIN.—7, WESTMORELAND STREET.
- DUNDEE.—110, COMMERCIAL STREET.
- EDINBURGH.—20, ST. ANDREW SQUARE.
- GLASGOW.—90, ST. VINCENT STREET.
- LIVERPOOL.—5, TITHEBARN STREET.
- MANCHESTER.—ALBERT SQUARE.
- NEWCASTLE.—2, COLLINGWOOD STREET.
- NOTTINGHAM.—15, VICTORIA STREET.
- PORTSMOUTH.—24A, COMMERCIAL ROAD.

GLASS.

Policy No. **P.G. 13576.**

Name The Dartry Dye Works, Ltd.

First Premium - £ - : 17 : 0.

Renewal Payment Due 9th December.

Renewal Premium £ - : 17 : 0.

NORTHERN ASSURANCE COMPANY LIMITED.

EST^d

1836.



Policy No. P.G. 13576.

Renewal Date 9th December.

First Premium £ - : 17 : 0.

Renewal Premium £ - : 17 : 0.

GLASS.

Whereas THE DARTRY DYE WORKS, LIMITED, (hereinafter called the "ASSURED") of Upper Rathmines, Dublin,

by Occupation and occupied by the Assured as Dye Works Receiving Office. (hereinafter called the "COMPANY," a Proposal and Declaration which is hereby declared to be the basis of this contract, and held to be incorporated herein, and has paid to the Company the sum of Seventeen shillings as the first Premium for the following Insurance from the ninth day of December 1911, to the eighth day of December 1912, both dates inclusive.

Now this Policy witnesseth that the Company during the said period or during the continuance of this Policy by renewal shall subject to the Provisions and Conditions of this Policy pay for or make good to the Assured any breakage which shall happen to the undermentioned Glass (hereinafter called the Insured Glass):

THE INSURED GLASS: fixed upon the Premises situate at Number 2, Upper Sackville Street, Dublin, and occupied by the Assured as Dye Works Receiving Office.

One Square Plain Plate in Front	102" x 84"
One " " " " Return	102" x 26"
One " " " " Door	55" x 30"
One " " " " do. Fan	30" x 12"
One " " " " Side Entrance	72" x 18"
One " Bent " " do.	72" x 18"
One " " " " do.	24" x 18"
One " Plain " " do.	24" x 18"
Two Squares Silvered Plate in Windows	54" x 24"
One Square " " " Door	54" x 24"
One " " " " Windows	54" x 24"
One " " " " do.	54" x 66"
Four Squares " " " Shop	60" x 15"
One Square " " " do.	78" x 40"
One " " " " Rear of Shop	60" x 26"

PROVISIONS AND CONDITIONS.

- The Company shall not be liable for any breakage which shall happen to the Insured Glass which shall arise from or be occasioned or caused by fire or by the wilful act or connivance of the Assured.
- Notice of any claim for breakage must be given in writing so as to be received by the Company not later than three days from the time of such breakage and before the removal of the glass from its position, and the Assured shall in reference to any claim furnish when required full particulars of such breakage and in any case in which the Assured shall be entitled to recover against any other person for such breakage the Assured shall on the admission by the Company of liability assign if required his rights to the Company or empower the Company to proceed in his name and generally give all information and assistance within his power.
- In case of breakage the utmost limit of liability of the Company is the cost price to the Assured of the Insured Glass or the declared value thereof (if specified in the Policy) and the Company has the absolute option either to pay such cost price or declared value or to make good such breakage with Glass of a like description to the Insured Glass.
- All frames framework or fittings of Insured Glass are at the risk of the Assured. In case of breakage the broken Glass is the absolute property of the Company as salvage and the Assured shall allow the representatives of the Company to have immediate access thereto and to remove same or do such other things as may be necessary for the preservation thereof.
- The Insured Glass is during the subsistence of this Policy insured during such time only as it remains in the position in which it was at the time of effecting of the Policy unless any alteration or change has been agreed to and recognised by the Company by an endorsement signed or initialled by a duly authorised Official of the Company.
- In no case shall the Company be held liable for interruption or delay of business or damage of any kind during the time intervening between the occurrence of a breakage and the replacement thereof and the liability of taking precautions to avoid damage to persons or property shall be on the Assured and not on the Company and shall be at the Assured's expense.
- The Company shall not be bound to renew this Policy or to send any notice of the Renewal Premium becoming due and if there shall be any mis-statement in or if a material fact be omitted from the proposal for this Insurance this Policy shall be void to all intents and any premium paid thereon shall be forfeited.
- If any question or difference shall arise touching the meaning of this Policy or its conditions or as to the rights obligations or liability of either party hereunder the same shall be referred to Arbitration under the "Arbitration Act, 1889," the "Arbitration (Scotland) Act, 1894," or any other Act which may for the time being be in force and apply to the particular case in which such question or difference shall have arisen.

In witness whereof the Company hath caused its Common Seal to be hereunto affixed this eleventh day of January 1912. One thousand nine hundred and twelve

Agency Dublin - Parker.

Countersigned

Examined *AAO*

Entered *RS*

[Signature]
Secretary at Dublin.

Seal No. 58666