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Hampton Leedon To Anott & bo. 4 Anthony & Hewson Deverell

REPORTED ON BY COMMITTEE.

2 MAR. 1917

London Guarantee Recadens
Policy 1100164 T l.N
returned

June 1100164 T l.N

Assessors Report.

7th February 1917

Claim No. 3 2 0

Name of Claimant Hampton Leedom & Co Ltd., Ironmongers &c

Situation of Property

50 Henry Street and 6 to 8 Coles Lane, 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
Yearly Rents						
Henry St Premises	387	12 Months Consequer Loss Pol	itial licy	387	387	
Coles Lane -do-	80	-do-		80	80	
Totals, \pounds	467			467	467	

-Interests in the buildings.

£387: 0: 0 Payable to Messrs Arnott & Coy Ltd, Henry Street, Dublin.

80:0:0 -do- Messrs Anthony & Hewson Deverell, I Como Terrace, Howth Road, Clontarf, Dublin.

Award of Committee: Contents

£467 4

do.

Buildings

EPORTED ON BY COMMITTEE.

2 MAR. 1917

Marles Finne & Cop

Humpton Ceedan & Co 50 Henry Er. 6-8 Wes Come Claim for Knir and Ensylvaper Policy hi 1100 164 Com forme tamen a Ci DUPLICATE:

London Guarantee

and

Accident Company, Limited.

Head Office:

20, 21 & 22, LINCOLN'S INN FIELDS, LONDON, W.C.

War Risks Policy.

(Aircraft.)

Policy No. W.20600 -

Premium £ 32. 5. 0

Name of Messrs. Hampton Leedom Insured & Company Limited.

Please Examine this Policy.

If any Error be found, the Policy must be immediately returned for correction.

A.



WAR RISKS POLICY.

Policy No. W.20600

Preminm £ 32 : 5 : 0



HEAD OFFICE:

20, 21 & 22, LINCOLN'S INN FIELDS, LONDON, W.C.

Whereas

MESSRS. HAMPTON LEEDOM AND COMPANY LIMITED of No.50 Henry Street, Dublin.

hereinafter called "the Insured," is desirous of effecting an insurance against War Risks, as hereinafter defined, with the LONDON GUARANTEE AND ACCIDENT COMPANY, LIMITED, hereinafter called "the Company" during the period 2nd December 1915 to 2nd December 1916

for the sum of not exceeding

on contents Merchandise

6,500

on building, including Fixtures and Fittings

of Premises situate as aforesaid with Stores communicating

End Whereas the Insured hath supplied certain particulars the truth of which he hereby warrants for the purpose of this Insurance, and hath paid the Company the sum of Thirty-two Pounds and Five Shillings

as the premium for the said Insurance.

The Company hereby agrees to indemnify the insured in the above sum (but pro rata only with any other subsisting insurance, and less any sum recovered from any third parties) against the loss of and/or damage to the property hereby insured directly caused by Aircraft (hostile or otherwise), including Bombs, Shells, and/or Missiles dropped or thrown therefrom or discharged thereat, and fire, and/or explosion directly caused thereby, whether originating on the premises insured or elsewhere. No claim to attach hereto for delay, deterioration and/or loss of market or for confiscation or intentional destruction by the Government of the Country in which the property is situated.

This Policy is issued subject to the condition of average, that is to say, the Insured shall be entitled to recover in respect of any loss or damage only such proportion of the sum insured as the value of the property lost or damaged bears to the total value of the property covered by the Insurance.

This Policy shall not extend to nor cover loss or damage which can be covered by any other Policy of Insurance.

The Company shall be entitled to the benefit of any rights or remedies that the Insured may have against any other parties, and the Insured shall give all necessary information and assistance for this purpose.

This Policy cannot be cancelled nor is there any return of premium for short interest.

If any difference or dispute of any kind whatsoever shall arise between the Insured and the Company in respect of this Policy or in respect of any claim or of any matter or thing or any liability arising or alleged to have arisen hereunder or otherwise connected herewith directly or indirectly, the same shall be referred to the decision of two Arbiters, one to be chosen by the Company and the other by the Insured, with power to said Arbiters to appoint an Umpire. The costs of and connected with the Arbitration shall be in the discretion of the Arbiters or Umpire, who shall also have power to take evidence and compel production or exhibition of documents, and an award in such an Arbitration shall be a condition precedent to any right of action against or any liability of the Company.

3n witness whereof these presents have been signed for and on behalf of the Company this eleventh

1916

Examined. List

Mullionion Director.

1 La Cake Assistant Manager.

POLICY No. W.20600:

Memorandum: It is hereby declared and agreed that this policy be extended to cover bombardment not only from the sea but by guns landed on British soil by belligerents now engaged or by any others that may at any future time become involved. It is distinctly understood that damage by guns caused by any rioting, usurped power, civil commotion, civil war, privy sedition or rebellions shall not be covered by this policy of insurance.

Dated this third day of January 1916.

Exmd:

Assistant Manager.

1

D 166



Premium

£69:3:

PHŒNIX ASSURANCE COMPANY, Limited.

Head Office: 19, LOMBARD STREET, LONDON, E.C.

IRISH BRANCH: DUBLIN-10 & 12, Trinity Street; JAMES R. WARNER, Manager. BELFAST OFFICE: 29, Rosemary Street, GEO. E. TAYLOR, District Secretary.

a Deverell & Q. Agent. Policy No. 11088936 Fire of Mess! Hampton, leedon 480. the sum stated in the margin hereof, being One Year's Premium for the Renewal of the above Policy of this Company for £21,520 from 25 " warch, 1916, to 25 th warch, 1917



PHENIX ASSURANCE COMPANY, LIMITED,

Irish Branch: 10-12, TRINITY STREET,

DUBLIN, 8th May 1916. 19

Copy of Policy No. 11088936 paid to Ladyday 19 17.

Date of Policy. Ladyday 1913.

Agency A. Deverell.

MESSRS HAMPTON, LEEDOM & Co. Ltd.. of No. 50 HENRY STREET, DUBLIN; Ironmongers, China. Glass, Delph and Hardware Merchants, General House Furnishers & Dealers in Groceries & Chandleries.

On property as described in the typewritten Specification attached hereto which is to be taken and read as part of this Policy and a copy of which is lodged in this Office-----

£22,520.

21520

Annual Premium 273. 19. 0.

SPECIFICATION

On Stock-in-Trade in their Shop, Warerooms & Stores, situate No. 50 Henry Street, aforesaid, & extending to Sampson's Lane & Coles Lane and marked Nos. 1, 2, 3, 4, 5. 6. 7 and 8 on a Plan thereof revised April 1910----

17.000

B

3

18.000

The Buildings Nos. 1 and 3 communicate by double metal covered Doors - but otherwise all of the aforesaid buildings communicate internally.

2. On Shop, Office & Wareroom Furniture including Stationery not being Stock-in-Trade, and on Movable Utensils not being Stock-in-Trade, & all Trade Fixtures & Fittings including Plate Glass, Fixed Mirrors, Fireproof Safes, in the aforesaid buildings ----

2,200

5. On Gas & Electric Light Fittings & Fixtures (and which are insured under this item only), therein-----

250

4. On the building of Insured's Store situate Sampson's L ane and marked No. 2, aforesaid- 300 mengies store. (swen up) \$ 20,750

3 to an

stas

stow. c/



PHŒNIX ASSURANCE COMPANY, LIMITED,

Irish Branch: 10-12, TRINITY STREET,

DUBLIN, 8th May 1916. 19

Copy of Policy No. 11088936 paid to Ladyday 19 17.

Date of Policy. Ladyday 1913.

1

X

9%

Agency A. Deverell.

Brought Forward----- £21620. 13. On Vans, Harness, Stable Utensils & Fodder, therein-----300. 14. On the building of said Stables & Coachhouse & Harness Room. A Stove for warmth is hereby allowed in the Harness Room, and one for Cooking in Coachhouse. Both Stoves stand on incombustible bases and each is not less than two feet, nor each pipe not less than nine inches of 600. wood work-----£22,520

The Insurances by items 1 to 5 inclusive are subject to the attached Oil Warranty "A", the Insurances by items 6 to 14 inclusive are subject to the attached Oil Warranty "D".

It is further warranted that the quantity of Mineral Oil stored in the said Store No. 9 on Plan shall not at any time during the currency of this Policy exceed 500 gallons, and the quantity of Mineral Oil stored in said Store No. 9a on plan, shall not at any time exceed 1000 gallons.

The Insurances by items 1, 7 & 10 hereof extend to cover Stock in the premises described thereunder, held by the Insured in trust or on commission for which they are responsible.

The Isurances under each item of this Policy are subject to the attached Assistants Clause No. 4 (limit 100 Items 1 to 5 and 50 Items 6 to 14).

The Insurances under items 1, 2 & 3 are each separately subject to the attached Condition of Average.



PHŒNIX ASSURANCE COMPANY, LIMITED,

Irish Branch: 10-12, TRINITY STREET,

DUBLIN, 8th May 1916. 19

221,620

Carried Forward---

of Policy No. 11088926 Copy paid to Ladyday 1917 Date of Policy. Ladyday 1913. Agency A. Deverell. Brought Forward-----f 20.750. On the buildings occupied by the Insured as Stores & as Packing Rooms marked Nos. B. 350 3, 4, 5, 6, 7 & 8, as aforesaid-----The aforesaid buildings are brick or stone built & are roofed with Slates, corrugated iron and glass. They are lighted by Gas and Incandescent Electric Light, the current coming from the Street Mains. Permission is given for the use of Oil and Gas Stoves for heating the buildings Nos. 1, 2 & 3 on plan and for the repair therein of Lamps and such-like a Gas heater being used for the soldering irons. On the building one storey in height, concrete built and roofed (having small glass lights in roof) & having sunken concrete floor, occupied by the Insured as Oil & General Store & situate detached near last; marked No. 9-----25 S 75 On Stock-in-Trade including Casks, therein-7. On Trade Fittings & Utensils, therein ----10 8. not affected On the building, one storey in height, of another Store constructed & occupied similarly to No. 9 & adjoining but not communicating internally therewith; 25 5 marked No. 9a-----75 10. On Stock-in-Trade, including Casks, the'rein-S 11. On Trade Fittings and Utensils, therein ---10 12. On Horses (no one Horse in case of loss to be deemed of greater value than £40 -Forty Pounds) in the Insured's Stables, Coachhouse & Harness Room communicating, brick or stone built & slated & corrugated iron roored, & situate at rear of Nos. 6 & 7 Gardiners Row, Dublin------X 300



PHŒNIX ASSURANCE COMPANY, LIMITED,

Irish Branch: 10-12, TRINITY STREET,

DUBLIN, 8th May 1916. 19

Copy of Policy No. 11088936 paid to Ladyday 1917.

Date of Policy. Ladyday 1913.

Agency A. Deverell.

This Insurance is subject to the attached Electric Clause.

Endorsements on above Policy

25/3/14

1

Memo: - The sum insured by 1st item of this Policy is hereby reduced to £17,000.

Total Sum now remaining insured £21,520.

Present Renewal & Future Annual Premium £70.19.0.

24/3/16

Memo: - The insurance of £1200 by items 12, 13, & 14 of this Pol shall now read as follows & not as heretofore, viz: -

- 1. On Insured's Stables, Coachhouse & Harness Room all communicating situate at rere of Nos. 6 & 7 Gardiners Row, Dublin .---- 2300.
- On Horses (no one Horse in case of loss to be deemed of greater value than £40) therein -----2300.
- On Vans, Harness, Stable Utensils & Fodder therein -----

- 300.

On Insured's Store situate adjoining but not communicating with above mentioned buildings----

£ 1200. All brick or stone or corrugated iron roofed buildings & a Stovefor warmth is allowed in said Harness Room & one for warmth in said Coachhouse. Both Stoves stand on incombustible bases & neither they nor their pipes are within 9 inches of any woodwork.

The insurances by the items 1, 2 & 3 of this Endorsement are subject to the Oil Warranty "D" and that by 4th item thereof to the Oil Warranty "A", both attached hereto.

Total sum insured as before. Present renewal & Future Annual Premium £69. 3. 0.

Payable at

Renewal Premium payable at last day of the First Period thereafter Annually on the day of any subsequent

ESTABLISHED BY CHARTER 1720.

Policy Ro.

Corporation of the Royal Exchange Assurance.

This Instrument of	or Policy of Assurance	Mitnesseth,	That	1 State	
(hereinafter called "the In-	sured") carrying on the business	of	1	AM	
(hereinafter called "the Bu	siness") in premises situate		A		
(hereinafter called "the Pro	emises") having delivered to the	ROYAL EXCHA	NGE ASSURANCE (h	ereinafter called "the (Corporation") a Proposal in writin
dated the	day of	19	, a copy of which appe	ars on the back of this 1	Policy, and having agreed that it about
be the basis and form part o	f this Contract, in consideration of	the Insured paying	g to the Corporation th	e Premium for the First	Period above mentioned in respect
this Insurance on the severa	matters specified of the sums set	opposite thereto in	the following		

			SCHEDUL	_ E.		
um	Insured	on	Profits		 £	
um	Insured	on	Establishment Cha	arges	 £	

The Corporation agrees with the Husured, subject to the Terms and Conditions printed on the back hereof or otherwise expressed hereon which are to be taken as part of this Policy, that if while this Policy is in force the Premises or Property of the Insured therein shall be destroyed or damaged by Fire and the business shall be thereby interrupted or interfered with, and in consequence of the interruption of or interference with the business the Turnover for the first calendar month, or for the first two or more consecutively of the calendar months from the day of the Fire, shall be less than the Turnover for the corresponding month in the last preceding year,

The Corporation will pay to the Insured:

FIRST, in respect of loss of profits in each month the same proportion of the sum hereby Insured on profits or of the net profit for the last financial year preceding the Fire, whichever shall be the smaller, as the shortage of the Turnover for that month is of the Turnover for the last preceding financial year.

SECONDLY, in respect of Establishment Charges accruing in each month the same proportion thereof as the shortege of Turnover for that month is of the Turnover for the corresponding month in the last preceding year, provided that in adjusting the sum payable in respect of Establishment Charges accruing after the Fire only Establishment Charges of the same description as those taken into account in arriving at the Net Profit for the last financial year preceding the Fire shall be taken into account, and that no payment shall be made on account of Establishment Charges in respect of which the Insured shall not sustain a loss in consequence of the Fire. Establishment Charges shall be deemed to accrue from day to day and to be apportionable accordingly, and an allowance for depreciation shall not be deemed to be an Establishment Charge.

Probled that if the sum hereby insured on Establishment Charges shall be less than the amount in the last financial year preceding the Fire of the Establishment Charges of the same description as those which are to be taken into account and in respect of which payment is to be made, the sums to be paid in respect thereof shall be reduced in the same proportion as the sum hereby insured on Establishment Charges bears to that amount.

AND FURTHER, the Corporation will pay to the Insured, notwithstanding that there shall not be a shortage of Turnover, a sum equal to that by which the ordinary working expenses of the business are reasonably increased during any period not exceeding calendar months from the day of the Fire in consequence of its interrupting or interfering with the business.

The sums payable by the Corporation shall be ascertained and paid monthly.

Ilrobited that the Corporation shall not be liable on account of Loss of Profits or Establishment Charges arising or accruing after the end of the month next preceding the first month in which there shall not be a shortage of Turnover or on account of Loss of Profits, Establishment Charges, or extra Working Expenses arising, accruing, or incurred after the expiration of Loss of Profits, Establishment Charges, and extra Working Expenses, to pay more than would have been payable if the business had been entirely stopped or months after the fire, or in consequence of any Fire or all Fires happening during any one period of Insurance in respect of any item to amount exceeding the Sum Insured thereon, or to an amount exceeding in the whole, including extra working expenses, the total sum hereby Insured, Pounds.

The Insured hereby warrants that Property of the Insured in the premises is and shall during the continuance of this Insurance be kept Insured against loss or damage by Fire by a Policy or Policies in the ordinary form effected with one or more Fire Insurance Company or Companies, either separately or together with the

And no Claim under this Policy arising out of any Fire shall be payable unless or until the Company or one or more of the Companies by which property of the Insured in the premises is insured, shall have paid for or admitted liability for the destruction of or damage to it or the premises by the Fire.

Insured in the preinness is insured, shall have paul for or samuted nability for the destruction of or damage to it or the premises by the Fire.

The amounts of all Losses upon this Policy shall from time to time be adjusted by a professional Accountant, who shall be appointed, in writing, by the parties, or if they do not concur in appointing one, by a professional Accountant, to be appointed, in writing, by the President of the Institute of Chartered Accountants in England and Wales, or by the President of the Institute of Chartered Accountants in Ireland, or by the President of the Society of Accountants in Edithurgh in Sociality, and in the Accountant in Edithurgh in Social think fit, by the President of the Society of Accountant and Auditors, and in adjusting the same the Accountant may take into consideration any extraordinary or other circumstances, before or after the Fire, of the Turnover, Shortage of Turnover, Net Profit, Establishment Charges, and Working Expenses, and any other matter affecting the business which he may think ought to be taked into consideration.

And the Carifornia in the Accountant in respect of any Loss.

And the Certificate signed by the Accountant of the amount of any Loss shall be conclusive as to its amount, and no sum shall be payable in respect of any Loss shall be conclusive as to its amount, and no sum shall be payable in respect of any Loss

The Corporation will pay the Accountant's charges.

This Policy shall not be in force until payment to the Corporation of the Premium for the First Period of Insurance, but after payment thereof it shall be in force until Four colock in the Afternoon of the last day of that period and of the last day of any subsequent period in respect of which the Insured may pay to the Corporation, and it may accept, the sum required for the renewal of this Policy.

The Capital-Stock, Estates, and Securities of the Corporation only shall be liable in respect of any claim upon this Policy, and no Proprietor shall be liable to any call or contribution in liquidation or otherwise in respect thereof.

In Colitness whereof the Corporation have caused their Common Seal to be hereto affixed the in the Year of our Lord One Thousand Nine Hundred and

By Order of the Court of Directors,

CANCELLED day of

Agency.

Proposal for Insurance Against Consequential Loss by Fire.

ROYAL EXCHANGE ASSURANCE.

Head Office ROYAL EXCHANGE, LONDON, E.C.

West End Branch 44, PALL MALL, S.W.

Name of the Proposer___

Business carried on by the Proposer

Premises in which the Business is carried on

-

Proposal for Insurance against Loss through interruption of business caused by Fire.

On Nett Profit ...

On Establishment Charges

The indemnity is to be for a period of not exceeding months after each fire.

The sums proposed for Insurance on Nett Profit and Establishment Charges are not in excess of those shewn by the Proposer's books for the last financial year.

£

QUESTIONS TO BE ANSWERED BY THE PROPOSER, AND WHICH WILL FORM PART OF THE BASIS FOR THE PROPOSED INSURANCE,

- 1. Are you at present insured against Loss of Profits in this or any other Office? If so, please state particulars
- 2. Have you proposed to any Office and been refused an Insurance against Loss by Fire or Loss of Profits? ...
- 3. Have you ever had a fire, either in the premises or elsewhere? If so, state particulars
- 4. Name of the Fire Insurance Company or Companies on the risk
- 5. Amount insured on property of the Proposer in the premises against Loss or damage by Fire separately or together with the premises £.

I declare that the statements made in this Proposal are true, and I agree that this Proposal and Declaration shall be the basis of and form part of the Contract between me and the Royal Exchange Assurance.

Agent

Signature of the Proposer

Date

CONDITIONS.

- 1. The following words and expressions shall have the following meanings:
 - "Fire" shall mean Fire or Lightning or Explosion of Coal Gas, but shall not include Fire or Explosion of Gas occasioned by or happening through
 - 1. Riot, Civil Commotion, Foreign Enemy, Military or Usurped Power, or
 - 2. Earthquake, or
 - 3. Spontaneous Fermentation or Heating, except of Coal, and at Gas Works, of Coal or other materials used in the production of Gas.
 - "The Accountant" shall mean the Accountant appointed under the provisions of this Policy to adjust the amount of a loss.
 - "The Financial Year" shall mean the year ending on the day to which in the ordinary course the yearly accounts of the business are made up.
 - "Net Profit" shall mean the profits arising from the trading of the Insured, excluding all capital receipts and accretions, and all expenditure properly chargeable to capital, but including uses an allowance for depreciation, as the Accountant may think reasonable, and any additions and definctions which, having regard to any extraordinary or other circumstances of the business, the Accountant may think ought to be made.

 "Turnover" shall mean, with respect to any month or year, the money paid or populse to the Insured Care.
 - "Tumover" shall mean, with respect to any month or year, the money paid or payable to the Insured for goods sold and delivered, and goods bargained and sold and for work done and materials provided in the month or year.

 "Shortest for the state of the month or year."
 - "Shortage of Tumore" shall mean, with respect to any month, the difference between the Tumorer for that month and the Tumorer for the corresponding month of the previous year, when the later is the greater.
- . If there shall have been any misrepresentation of any fact material to be known to the Corporation for estimating the risk or any omission to state any such fact, or if there shall be any misrtatement in the Proposal for this Instruct the Corporation shall not be liable upon this Policy.
- the d.5. If a sparing shall be done upon or to the premises or property of the Insured therein, whereby the d.5. If a sparing shall be done upon or to the premises or property of the Insured therein, whereby thereof shall be given to the "per shall be increased, this Insurance shall cease, unless and until notice Insurance shall be signified by "persistion, and the consent of the Corporation to the continuation of the "persistion and the consent of the Corporation to the continuation of the "persistion of the Corporation and the Insured States" of the Corporation, and the be liable to my to the Corporation a proportionately increased premium upon the Policy for so much of the current period of Insurance as shall be unexpired.
- Policy the Insured shall forthwith the notice thereof to the Corporation, and shall use the diligence and do and concur in doing and permit to be done all things which may be reasonably practicable to prevent or pat

- an end to any interruption of or interference with the business, and to avoid or diminish any shortage of Turnover. And in the event of a claim being made under this Policy the Insured shall produce and give to the Accountant all such Books of Account and other Business Books, Vouchers, Invoices (whether originals or copies) and other Documents, Proofs, Information and facilities as he may reasonably require. No claim under this Policy shall be payable unless the terms of this condition are compiled with.
- 5. If any claim under this Policy be in any respect fraudulent, or if any fraudulent means or devices are used by, or by any one acting on behalf of, the Insured to obtain any benefit under this Policy all benefit thereunder shall be forfeite.
- If at the time of any Loss upon this Policy there shall be any other subsisting Insurance covering the Loss or any part of it, the Corporation shall not be liable for more than its rateable proportion
- concer in doing and permit to be done all such acts and things about the expense of the Corporation do and concer in doing and permit to be done all such acts and things as may be necessary or exacably required by the Corporation for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Corporation shall be, or would become, entitled or subrogated upon its paying any Loss upon this Policy whether such acts and things shall become or he necessary or required before or after payment thereof.
- 8. Subject to the provisions in this Policy for the adjustment of Losses by the Accountant, all differences arising out of this Policy shall be referred to arbitration pursuant to the statutory provisions relating to substantion in force in that part of the United Kingdon in which the premises are situate. And are also as a small of the provisions of the Courts of the Cour
- 2. Any warranties to which this Insurance is or may at any time be made subject shall attach and Condition, not compliance with any of the warranties shall be a list or long situation of the world condition, not compliance with any of the warranties shall she list to any claim under this Policy.
- 10. The Corporation may at any time without assigning any reason by giving notice in writing to the Insured by registered letter addressed to the Insured at the address mentioned in or in any endousement upon, the Poley and th

delivered by hand or post at its Head Office in London or one of its Branch Offices.