



# NATIONAL ARCHIVES OF IRELAND

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990

J. P. & R. Goodbody

REPORTED ON BY COMMITTEE

25 AUG. 1916

Imie Policies & rect as  
per claim ret'd.

25.9.16



John J. Mc Donald,  
SOLICITOR.  
COMMS FOR IRELAND,  
NEW YORK  
AND BRITISH COLUMBIA,  
CANADA.  
TELEPHONE NO 34.

Personal.

2 Enclos.

116, Grafton Street,  
(Opposite Trinity College)

Dublin, 4 September, 1917.

J. J. Healy, Esq.,  
Office of Public Works,  
51, St. Stephen's Green.

Property Losses (Ir.) Cte.  
Claim No. 990.  
T. P. & R. Goodbody.

Dear Mr. Healy,

When you were away on holidays I tried to reopen this matter. I was introduced to Mr. Taylor, through Mr. Donnelly, Treasury Solicitor, and I enclose you copy of letter which I wrote to him and which explains the position. I also send you copy of his reply. It seems a hardship that because the point referred to was not raised before the 11th May, my clients should be debarred from having the matter reconsidered, especially taking into consideration the fact that they were in communication with the committee all the time. I should esteem it a personal favour if you could have the matter reopened.

Yours truly,

*John J. McDonald*

*Tel. to Mr. Taylor that the Committee  
in opinion was not raised  
of their kind has been  
has been raised this year. We respectfully  
request of this case we have raised as well as  
It is understood that the matter has affected an  
the claims of the Committee & is well known  
in which they are involved.*

*JMA  
5/9/17*



( Copy. )

116 Grafton Street,

Dublin: 4th Aug., 1917.

P. W. Taylor, Esq.,  
Property Losses (Ireland) Committee,  
51, Stephen's Green,  
Dublin.

re Claim No. 990.

Dear Sir,

Referring to previous correspondence in this matter on behalf of Messrs. T. P. & R. Goodbody, 1 Wellington Quay, a claim was made for £35: 13: 2, being amount of glass destroyed during the Rebellion in April 1916. On the 27th March last, the Secretary of the Property Losses Committee wrote to the claimants stating that they could not recognise the claim on the ground that the policy of insurance did not exclude breakages consequent upon war operations. No doubt in the original policy there is a clause which states "that no alterations in the terms of the policy shall be valid unless signed or initialled by the General Manager".

When Messrs. Goodbody paid their renewal premium for the year ending 25th December, 1916, attached to the renewal receipt was a clause stating that the insurance did not cover ~~but~~ breakages arising directly or indirectly out of war operations. The Insurance Company relied on this slip, which they state constitutes a new contract between Messrs. Goodbody and them. Messrs. Goodbody did not make a claim on the Insurance Company until the 11th August, 1916, as they were under the impression



that their claim would be met by the Property Losses Committee.

Under the terms of the policy of insurance, it is provided by clause 2 that unless notice of the claim was given within ten days of the happening of the breakage, the Company should be under no liability in respect thereof. The Company have relied on this clause and state that the date on which the claim was made was late.

It is a great hardship on Messrs. Goodbody that they should be excluded from any compensation, and I would be glad if the matter could be further reconsidered. It seems strange that exception should be made in the case of Messrs. Goodbody, as in similar cases the claims have been recognised.

Yours truly,

JOHN J. McDONALD.



( Copy. )

51 St. Stephen's Green, E.,

Dublin: 9th August, 1917.

Claim No. 990 - Messrs. T. P. & R. Goodbody.

---

Dear Sir,

I have looked up the papers in this case, referred to in your letter of the 4th instant, and find that on 4th April just before the Property Losses Committee ceased to exist, its Secretary, Mr. Healy, wrote to your clients stating definitely that the Committee adhered to the view that the Insurance Company was liable to make good the plate glass in question.

The second point mentioned in your letter, that the claim on the insurance Company was late, had not been raised up to that time, but was raised in a letter dated 11th May from Messrs. A. & L. Goodbody, who were then acting for your clients, to Mr. Healy, who replied on the 14th May that, as the Property Losses Committee, having sent its final report to the Government, had ceased to exist, no action could be taken on the letter of 11th May. In the circumstances I regret I can do nothing in the matter.

I may ~~say~~ say, however, that the last three lines of your letter appear to be based on a misapprehension.

Yours faithfully,

F. W. TAYLOR.

John J. McDonald, Esq.,  
116 Grafton Street.



9th August, /7.

Claim No. 990 - Messrs. T. P. & R. Goodbody.

Dear Sir,

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The second point mentioned in your letter, that the claim on the Insurance Company was late, had not been raised up to that time, but was raised in a letter dated 11th May from Messrs. A. & L. Goodbody, who were then acting for your clients, to Mr Healy, who replied on the 14th May that as the Property Losses Committee having sent its final report to the Government had ceased to exist, no action could be taken on the letter of 11th May. In the circumstances I regret I can do nothing in the matter.

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Yours faithfully,

John J. McDonald, Esq.,  
116 Grafton Street.

J.M.T.



John J. McDonald,

SOLICITOR.

COMMS FOR IRELAND,  
NEW YORK  
AND BRITISH COLUMBIA,  
CANADA.

TELEPHONE NO 34.

116, Grafton Street,

(Opposite Trinity College)

Dublin, 4th Aug. 1917

T. W. Taylor Esq.  
Property Losses (Ireland) Committee  
51 Stephens Green,  
Dublin.

re: CLAIM No. 990.

Dear Sir,

Referring to previous correspondence in this matter on behalf of Messrs T. P. & R. Goodbody, 1 Wellington Quay, a claim was made for £35.13. 2. being amount of glass destroyed during the Rebellion in April 1916. On the 27th March last, the Secretary of the Property Losses Committee wrote to the claimants stating that they could not recognise the claim on the ground that the policy of insurance did not exclude breakages consequent upon War operations. No doubt in the original policy there is a clause which states "that no alterations in the terms of the policy shall be valued unless signed or initialled by the General Manager."

When Messrs Goodbody paid their renewal premium for the year ending 25th December 1916, attached to the renewal receipt was a clause stating that the insurance did not cover breakages arising directly or indirectly out of



John J. Mc Donald,

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NEW YORK  
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T. W. Taylor Esq.

- 2 -

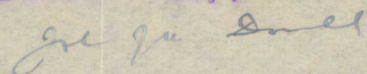
War operations. The Insurance Company relied on this slip which they state constitutes a new contract between Messrs Goodbody and them. Messrs Goodbody did not make a claim on the Insurance Company until the 11th August 1916, as they were under the impression that their claim would be met by the Property Losses Committee.

Under the terms of the Policy of Insurance, it is provided by Clause 2. that unless notice of the claim was given within ten days of the happening of the breakage, the Company should be under no liability in respect thereof. The Company have relied on this clause and state that the claim date on which the claim was made was late.

It is a great hardship on Messrs Goodbody that they should be excluded from any compensation and I would be glad if the matter could be further reconsidered.

It seems strange that exception should be made in the case of Messrs Goodbody, as in similar cases the claims have been recognised.

Yours truly,





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14th May, /7.

No. 990 - T.P. & R. Goodbody.

Dear Sirs,

In reply to your letter of the 11th instant in reference to the above claim, I beg to say that the Property Losses Committee having sent its final report to the Government some time since has ceased to exist. In the circumstances no action can be taken on your letter.

Yours faithfully,

Messrs. A. & L. Goodbody,  
30 College Green,  
Dublin.



A. & G. GOODBODY,  
SOLICITORS.

ALFRED E. GOODBODY.  
LEWIS GOODBODY.  
G. ACHESON OVEREND.

Telegrams: ARBUTUS, DUBLIN.  
Telephone No. 561.

also at  
TULLAMORE.

30. College Green.

Dublin 11th May 1917

Claim No. 990.

T. P. & R% Goodbody.

Dear Sir,

Messrs T. P. & R. Goodbody have handed us your letter to them of the 4th April last, and have asked us to take up this matter on their behalf with the London & Lancashire Fire Insurance Company.

We saw the latter Company yesterday, and they have refused definitely to admit liability. They base their refusal on two grounds :--

First, that the clause providing that the insurance did not cover breakages arising directly or indirectly out of or consequent upon war operations had been embodied in the policy by reason of the fact that express notice thereof was given in the renewal notice, and that a similar notice was attached to the premium receipt:

Secondly; on the ground that notice was not given to them within ten days, as required by the terms of the policy.

Having looked into the matter it seems to us that if the Company wish to persist in their attitude they will be entitled to refuse our clients payment on one or either of the above grounds. This being so, our clients would appear to be uninsured in respect of the broken glass, and <sup>should</sup> ~~might~~ have a good claim on the Property Losses (Ireland) Committee.

We should be very much obliged if you would look into the

matter



11.5.17.

matter further, in view of the facts above mentioned, and let us know if we are to take it that the Property Losses Committee have definitely and finally declined to compensate our clients for the glass.

Yours faithfully,

*A & L. Goodbody*

The Secretary,

Property Losses (Ireland) Committee

51, Stephens Green, East

DUBLIN.



4th April, /7.

re Claim No. 990.

Dear Sirs,

Referring to your letter of the 28th ultimo and previous correspondence, I am directed by the Property Losses Committee to say that for the reasons mentioned in their letter of the 27th ultimo, they must adhere to the view already intimated, viz., that the Insurance Company is liable to make good the breakage claimed for.

The Policy of Insurance is herewith returned.

Yours faithfully,

Secretary.

Messrs. T. P. & R. Goodbody,  
Greenville,  
Dublin.



Telegraphic Address -  
"VIRGINIA, DUBLIN."

TELEPHONE DUBLIN, N° 488.

RICHARD H. GOODBODY,  
MARCUS GOODBODY,  
ALBERT GOODBODY,  
R. E. GOODBODY.

# T. P. & R. GOODBODY, GREENVILLE,

990

Tobacco, Snuff, Cigar,  
and  
Cigarette Manufacturers

DUBLIN,

March 28th 1917

The Secretary,  
Property Losses (Ireland) Committee,  
51, Stephens Green, East.

Dear Sir,

Re/ Claim No. 990

In reply to your favour of 27th inst, we beg to state that when the Insurance Company brought to our notice the conditions under which the Policy was renewed we pointed out to them that we received no intimation at the time of renewal and that the Policy was not endorsed to that effect.

This was the only point dwelt upon by us with the Insurance Company.

We are,

Yours truly,

T. P. & R. Goodbody.

*adhere to decision*  
*W.P.G.*



27th March, /7.

re Claim No. 990.

Dear Sirs,

In reply to your letter of the 22nd instant, I am directed by the Property Losses Committee to say that the Policy of Insurance in this case does not exclude breakages arising out of or consequent upon War operations and clause 9 states that "no alteration in the term of this Policy x x x will be held valid unless the same is signed or initialled by the General Manager or other principal officer of the Company"

The renewal receipt it is noted does not contain any reference to the condition mentioned in your letter, and the printed slip forwarded was not attached to the receipt, and is not initialled. Kindly say if these points were brought under the notice of the Insurance Company. An early reply is requested, as the Committee's work will be brought very shortly to a close.

Yours faithfully,

Secretary.

Messrs. T. P. & R. Goodbody,  
Greenville,  
Dublin.



Telegraphic Address-  
"VIRGINIA, DUBLIN."

HIGHAM M. GOODBODY,  
MARCUS GOODBODY,  
ALBERT GOODBODY,  
ARTHUR E. GOODBODY.

TELEPHONE DUBLIN, N° 488.

# T. P. & R. GOODBODY, GREENVILLE,

Tobacco, Snuff, Cigar,  
and  
Cigarette Manufacturers

DUBLIN,

March 26th, 1917.

The Secretary,  
Property Losses Committee  
51 St Stephen's Green E.  
Dublin.

re Claim No. 990.

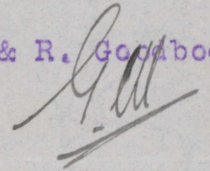
Dear Sir,

In reply to your favour of the 23rd inst, we herewith  
enclose you Policy No. 475219 with the renewal receipt covering  
the period April and May 1916.

We are,

Yours truly,

T. P. & R. Goodbody





23rd March, /7.

re Claim No. 990.

Dear Sirs,

Referring to your letter of the 22nd instant re above claim, please let me have Policy No. 475219 with the London and Lancashire Insurance Company, and also the renewal receipt covering the period April-May 1916.

Yours faithfully,

Secretary.

Messrs. T.P. & R. Goodbody,  
Greenville,  
Dublin.



T. P. & R. GOODBODY,  
GREENVILLE,

990

Tobacco, Snuff, Cigar,  
and  
Cigarette Manufacturers

DUBLIN,

March 22nd 1917

The Secretary,  
Property Loss (Ireland) Committee,  
51, Stephens Green, East.

Dear Sirs,

CLAIM 990 1 WELLINGTON QUAY

Following your letter of the 24th ult. we have been in communication with the Insurance Company and they state that,

"The Renewal of the Policy was effected on condition that breakages arising out of or consequent upon War operations, were excluded."

We think it is possible that this fact has been overlooked by your Committee and that our claim has been rejected under a missaprehension. We shall be glad to have your observations on the matter and to hear that you will have the matter put forward for ~~re~~consideration.

We may add that when we submitted the Policy to you in support of our Claim, the Renewal receipt and the conditions referred to above were attached.

We are,

Yours truly,

T. P. & R. Goodbody



24th February, /7.

32  
Dear Sirs, Claim No. 990 - 1 Wellington Quay.

In reply to your letter of the 22nd instant I beg to say that the claim in respect of damage to Counter and Porch has been admitted. As regards the Plate Glass broken no payment can be made as the Insurance Company it is found is liable under the Policy for its replacement.

Yours faithfully,

Secretary.

Messrs. T.P. & R. Goodbody,  
Grenville,  
Dublin.



T. P. & R. GOODBODY,  
GREENVILLE,

Tobacco, Snuff, Cigar,  
and  
Cigarette Manufacturers

DUBLIN,

February 22nd. 1917.

The Secretary.  
Property Losses (Ireland) Committee 1916.  
51 St. Stephens Green, E.  
Dublin.

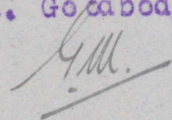
Dear Sir,

With reference to our letter of 21st September last, and your reply thereto, we shall be glad to hear that you are now in a position to inform us of the decision arrived at by the Irish Government in connection with our claim for broken glass at No 1 Wellington Quay, and if we may expect an early settlement.

We are,

Yours truly,

T.P. & R. Goodbody.





26th Sept.

re Claims No. 990 and 990<sup>B</sup>.

Dear Sirs,

In reply to your letter of the 21st instant I beg to say that as regards the claim for glass at No. 1 Wellington Quay, the Committee's recommendation has been sent on to the Irish Government.

The investigation of the claim for goods lost in Messrs. Tedcastle's Stores has been held over till all claims in respect of the same premises can be dealt with at the same time. The Committee hope to be able to take up this matter shortly.

Yours faithfully,

Secretary.

Messrs. T.P. Goodbody,  
Greenville,  
Dublin.



# T. P. & R. GOODBODY, GREENVILLE,

Tobacco, Snuff, Cigar,  
and  
Cigarette Manufacturers

DUBLIN,

990,  
990 B

Sept. 21st. 1916.

The Secretary.

Property Losses Ireland Committee

51. St. Stephen's Green E.

Dublin.

Dear Sir,

With reference to our claims for compensation: we have not yet been informed of the decision arrived at in connection with that part of our claims relating to glass at No. 1 Wellington Quay and Tobacco lost while in transit at Messrs. Tedcastle.

Perhaps you would give us some information on the matter.

Thanking you in anticipation.

We are,

Yours truly,

FOR T. P. & R. GOODBODY.

*G. M.*

*cut to*

*this is case sent:  
22/9*

*a) 990. Recommended by Comtee 25.8.16  
(attached.)*

*b) 990b Tedcastle. Looking. Claim recd.  
(attached.)*

*£23 9/16*

*In view of the fact that I beg to say that as regards the claim for glass at No. 1 Wellington Quay the Committee recommended that...*

*The amount of the claim for glass at No. 1 Wellington Quay has been agreed over the all claims in view of the fact that the Committee recommended that...*



## PROPERTY LOSSES (IRELAND) COMMITTEE, 1916.

## Inspector's Report.

Claim No. 990.

Name of Claimant T. P. &amp; R. Goodbody.

Occupation Wholesale Tobacco Warehouse.

Situation of Property 1, Wellington Quay, Dublin.

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
<sup>Contents</sup> Building (Counter, Porch, &c.)	£11.	£1800.	-	11.	11.	-
Plate Glass.	£35.13. 2.	Breakage London & Lancashire Co. liable		-	-	-
TOTALS, £	<sup>4</sup> 36.13. 2.c	£1800.	-	11.	11.	-

Interests in the buildings

These premises appear to have been entered by the Military Authorities. The claim for the damage to the building as supplied by Messrs. Dockrell is reasonable; and the claim for Glass £35. 13. 2. is reasonable for the replacement provided say £5. is allowed for salvage. I cannot, however, pass the claim for glass in view of the fact that the "National General" (London & Lancashire) Policy has no condition under which it can refuse payment. I am therefore forced to strike this through in the Claim. If the Committee decide to pass this item £30. is quite reasonable.

*Cecil Macdonald*

9th August, 1916.

Award of Committee: Contents

Do. Buildings



990

990

# Property Losses (Ireland) Committee, 1916.

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



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

ack  
26/7/16

We Y. P. R. Goodbody. now residing

at 1 Wellington Quay in the Dublin City of Dublin County

do hereby solemnly and sincerely declare that on or about the 25<sup>th</sup> day of April 1916, damage was done to the undermentioned Property, namely:—\* Windows broken

\* Wood work injured in front porch & counter

and such damage was occasioned to the best of my belief by\*\* Rifle Shots

\* State situation of property damaged.

\*\* 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† lessees; and that no person is interested in

the said property except‡ Y. P. R. Goodbody (lessees)  
Ferris Pollock & Co (lessors)

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

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

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

(Glass)	<u>London &amp; Lancs</u>	Company, Policy No. <u>475219</u> , Amount £ <u>          </u>	✓
(Fittings)	<u>Commercial Union</u>	" " <u>4524872</u> , " £ <u>300</u>	✓
(Building)	<u>Calonian Ass Co</u>	" " <u>673758</u> , " £ <u>1500</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 10<sup>th</sup> day of

July 1916, at 7. St.  
Stephens Green in the said Dublin City, Dublin County.

R. H. Goodbody before me, a Justice of the Peace for the said City of Dublin County.

Signature of Claimant of Claimants ) Y. P. R. Goodbody

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.
7 $\frac{1}{4}$ " Flat Plate Windows } 5 Built do do }										35	13	2
Panels in Counter Front } Panels in Front of Porch }										11	-	-
Carried forward,												



COPY

South Great George's Street

Dublin, 19th. May, 1916.

Messrs. T. P. & R. Goodbody

Parliament St.

Dear Sirs,

We have pleasure in quoting for the following work:-

To repair panels in counter front by fixing new diagonal sheeting, staining and varnishing front of counter. Supply and fix one new mahogany panel in front of porch, also filling in bullet holes. French polishing porch and counter top

For the sum of ..... £11. 0. 0. Net

(Eleven pounds)

Yours faithfully,

Thos. Dockrell Sons & Co. Ltd.



C O P Y

South Great George's Street

Dublin, 22nd. May, 1916.

Messrs. T. P. & R. Goodbody,

1, Wellington Quay

Dear Sirs,

We have pleasure in quoting for supplying and old  
glazing.

7  $\frac{1}{4}$ " Flat polished plates to your sizes

5 Bent Polished plates

For the sum of.....£35. 13. 2

(Thirty-five pounds thirteen shillings and twopence)

Yours faithfully,

Thos. Dockrell Sons & Co. Ltd.



990

990

# 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.

I Y.P.R. Goodbody now residing  
 We at 1 Wellington Quay in the City of Dublin  
 County of Dublin  
 do hereby solemnly and sincerely declare that on or about the 25<sup>th</sup> day of April  
 1916, damage was done to the undermentioned Property, namely: Windows broken  
& wood work injured in front porch & counter  
 and such damage was occasioned to the best of my belief by\*\* re ft shot

\* State situation of property damaged.

\*\* Here state cause of damage.

And We further declare that the Property and Articles specified on the other side were so destroyed or damaged; that the Cost Price of same was as shown in each case; that at the time of the destruction or damage they were respectively of the Values specified under the head "Value of Property at time of Destruction or Damage"; and that, in consequence of such destruction or damage, claim is hereby made for the sums specified under the head "Amount Claimed"; that the Claim is made by me as† lessees; and that no person is interested in the said property except‡: Y.P.R. Goodbody, (lessees)  
Finnis Pollock & Co (lessors)

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

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

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

(Glass)	<u>London &amp; Lancs</u>	Company, Policy No. <u>475219</u> , Amount £ <u>          </u>
(Fittings)	<u>Commercial Union</u>	" " <u>4524877</u> , " £ <u>300</u>
(Building)	<u>Caledonian Ass Co</u>	" " <u>673758</u> , " £ <u>1500</u>

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

And I We 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 10<sup>th</sup> day of July, 1916, at 7 St Stephen's Green in the said Dublin City, Dublin County.

Y.P.R. Goodbody before me, a Justice of the Peace for the said City of Dublin  
for Y.P.R. Goodbody  
W. L. [Signature]

Signature of Claimant of Claimants

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.)

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	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
7 1/4" Flat Plate Windows } 5 Built do. do }										35	13	2
Panels in Louvers Front } Panels in Front of Porch }										11	-	-
Carried forward.												