

LEGAL INTELLIGENCE.

The Dublin Rebellion—Loss by Fire.*(Continued from page 1015).*

and that this policy, though not in the ordinary form, did not cover those risks either. As to that, he (his lordship) thought that the contention was right. But the defendant went on to say, secondly, that the incidents in Dublin were incidents of riot and civil commotion, and on that he was wrong. What took place was something more than riot and civil commotion, and came within the words "war and bombardment."—His Lordship, after discussing the decisions which had been cited, said he was satisfied that the events of the Dublin rising were treasonable, and not only felonious; there was a week's fighting, with a heavy casualty list and a suspension of all normal life; and there was "warfare with bombardment" within the words of the policy. Thirdly, the defendant said that the fire on the plaintiff's premises had not been traced to the fighting, and he suggested that it might have been caused by hooligans engaged in looting; but, on the facts, he (his Lordship) disagreed with that suggestion. Fourthly, it was argued that the presence of the words "or otherwise" in the part of the policy providing for damage by aircraft, hostile or otherwise, showed by implication that the war and bombardment covered was war and bombardment by hostile forces only. But that was only an argument from redundancy, and the words of the whole clause must have their natural construction. The meaning of military power had been discussed in *Rogers vs. Whittaker* and he now held that military power within the meaning of the clause included that of the Crown as well as of the enemies of the Crown. It seemed that the Post Office was set on fire, by being shelled by the forces of the Crown, and the fire spread thence to the plaintiff's premises, and on that he held that the loss was caused by military power of the Crown. The question of proximate cause had been discussed, but as the action of the insurgents prevented the fire brigade from saving these premises, it might fairly be said that such action was one of the proximate causes of the loss. Fifthly, it was argued that if the loss was traceable to bombardment by the Forces of the Crown, as he was satisfied it was, the defendant was protected by the exception clause, preventing liability for destruction by the Government of the country. As to that point the exception clause must be read as a whole. The word "Destruction" was coupled with "Confiscation," and he was satisfied that the destruction aimed at was destruction carried out intentionally and deliberately, and was not destruction resulting accidentally from action of the Government. In his opinion, therefore, the plaintiffs were entitled to succeed. His Lordship discussed the value of the plaintiffs' buildings, which had been destroyed, and of the contents, and gave judgment for the plaintiffs for the sum arrived at, with costs.—A stay of execution was granted.—*Curtis & Sons vs. Matthews* (King's Bench Division, before Mr. Justice Roche, July 26-29).

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