

GOLDSBROUGH WOOL STORE FIRE – JUDGMENTS

Decision of Full Court

The Argus, 10 March 1937

SYDNEY, Tuesday.-The Full Court decided to-day in favour of farmers on claims arising from the destruction of their wool when the Pymont store of Goldsbrough, Mort, and Co. was burnt in September, 1935. When the case was argued last week it was stated that £70,000 was involved in the point to be decided.

Thirlwell Thomas Maurice claimed from the company £61/6/10/, made up of commission on wool sent to the store for sale, and a consolidated charge for railage, receiving, weighing, testing, and preparing the wool for sale. Goldsbrough, Mort, and Co., in paying Maurice out of insurance proceeds the full value of his wool at the date of the fire, had deducted the sum now claimed.

The Full Court held that what stood insured at the date of the fire was not the proceeds of wool sold, but the wool. Maurice was entitled to recover the amount deducted by the company for commission, and the company was entitled to deduct only so much of the consolidated charge as represented expenses and services performed up to the date of the fire. The amount of the deduction under the second heading will be a matter for negotiation.

The Court directed that the defendant company should pay costs.

The Land, 12 May 1939

T. T. Maurice, grazier, of Wellington, N.S.W., was successful in his appeal to the Privy Council in the Goldsbrough, Mort wool store fire case.

Maurice had appealed against the decision of the Full Court of the High Court, which reversed the judgment by the Supreme Court that Goldsbrough, Mort and Co. Ltd. were not entitled to retain out of insurances paid on wool destroyed by fire in their Pymont store amounts representing commission that would have been earned on the sale of the wool if the fire had not occurred. The Privy Council restored the Supreme Court judgment.