

10
Articles of Agreement

ENTERED INTO BY AND BETWEEN THE

S U B S C R I B E R S

TO THE

DUBLIN TONTINE COMPANY,

AND CONCLUDED UPON

The 25th Day of *MARCH*, 1791.

D U B L I N :

M, DCC, XCI.

[Price a *British Six-pence*.]

of
the esta-
ment.

ARTICLES OF AGREEMENT

MADE AND CONCLUDED UPON

The 25th Day of March, 1791,

BETWEEN the several PERSONS whose NAMES are hereunto subscribed, for the Purpose of establishing a TONTINE, and raising a Capital by weekly Subscriptions to accumulate for a certain Number of Years, and afterwards to be divided proportionably amongst the Subscribers, their Executors, Administrators, and Assigns.

WHEREAS many persons residing in the City of Dublin, and elsewhere, being persuaded of the benefit and utility of raising, by weekly subscriptions, a capital, to accumulate

Purpose of
Tontine establishment.

multate for the space of seven years, and afterwards to be divided in due proportion, as herein after more particularly expressed.

Now it is hereby covenanted and agreed by and between all the subscribing parties hereto, that said Tontine shall continue for the space of Seven Years before mentioned and no longer, to be computed from the said twenty-fifth day of March, one thousand seven hundred and ninety-one aforesaid, under the name of the President and Directors of the Dublin Tontine Company.

II. *Item*, That the sum to be subscribed and paid for a single share in the said Tontine, shall be one British shilling weekly for the space of seven years, in case his or her nominee or the person to be named by such Subscriber shall so long live ; but that any person or persons may be a Subscriber or Subscribers, for any greater number of shares denominated by the like number of lives, after the same rate and upon the like terms, and be intitled in proportion to such additional shares to a dividend of the capital at the time, and in manner herein after expressed.

III. *Item*,

III. *Item*, That no person shall be admitted a Subscriber after the twenty-fifth day of March, 1791, save only as is herein after further expressed and declared; and for as much as persons residing in parts of this kingdom, remote from the City of Dublin, may become Subscribers to this Scheme, and either from mistake or want of proper information, neglect to furnish the Agent or, his Deputy to be by him appointed, with an accurate and correct description of the life or lives so nominated by him or them; it is further agreed that such description shall be compleated and fulfilled in such time and manner as the Directors or major part of same at one of their meetings, shall appoint, of which appointment previous notice is to be given by the Agent to the party, due attention being had nevertheless to the distance or situation from the City of Dublin, and that the party to whom such notice shall be given, omitting to complete or set out a proper description of such Nominees within the time so appointed, shall thenceforth cease to be a Subscriber, and shall forfeit all preceding payments made by him or her, on account of the said Tontine, for the benefit of the rest of the Subscribers thereto.

Subscriptions when to end and description of nominees how to be compleated.

IV. *Item*,

Weekly sub-
scriptions
when to com-
mence.

IV. *Item*, That said weekly payments shall commence on Friday the twenty-fifth day of March next, and shall continue to be made on Friday in every succeeding week, between the hours of ten in the morning and seven in the evening, until the twenty-fifth day of March, one thousand seven hundred and ninety-eight, when the same shall cease.

Nature of ad-
vance pay-
ments, and in
what case
same are to be
refunded.

V. *Item*, That the said weekly payments shall be made to the Agent, for the time being, of the said Tontine, at his office in Dublin, or to such Deputies in the country as he shall from time to time appoint to receive the same ; and that the Subscribers may make such payments in advance, for a month, or quarter of a year, or any other length of time they shall think proper ; a proportionable part of which payments in advance, shall be repaid or refunded to such Subscribers, or their legal representatives, in case their Nominees shall die before the expiration of the time for which such payment shall be made ; provided such deaths be proved to the satisfaction of the Directors at one of their monthly meetings on or before the twenty-fifth day of March, one thousand seven hundred and ninety-eight, and not otherwise.

V. *Item*,

VI. *Item*, That all persons becoming Subscribers shall pay to the Agent, or such Deputies, as he shall appoint, an extra sum of one shilling for a single share, and of sixpence for each additional share, towards defraying the expence of preparing the instrument intended to carry these Articles into effect, and of Account-books, Register-books, Printing, Advertizing, and such other charges, incident to the concerns of the said Tontine, as the Directors shall deem reasonable and proper; the surplus of which extra payments (if any) shall be the property of the Agent.

Rate of extra
payments and
how applied.

VII. *Item*, That Subscribers living in the country and not resident in Dublin, in addition to the weekly sums advanced by them to Deputy Agents, shall pay an extra sum of a British shilling, annually, on each share, in consideration of being excused the trouble and expence of making such weekly payments in Dublin; and in order to enable the principal Agent to make compensation to his Deputies for receiving and remitting the same, provided nevertheless that the shares so subscribed for exceed not five in number, beyond which

Extra sums
payable annu-
ally by coun-
try subscri-
bers and for
how many
shares

which no such Subscriber shall be bound to pay any extra annual sum.

VIII. *Item,* That the names, places of abode, and additions of the Subscribers and their Nominees, shall be entered and numbered in a proper book, or books, to be kept for that purpose by the Agent; who shall, upon request, deliver or send a certificate to each of such Subscribers, containing the particulars of such entry, which certificate shall be signed by the President and seven Directors at the least, for the time being; and further, that printed certificates, with suitable blanks signed as before, and attested by the Agent, shall be lodged with such Deputy Agents for the accommodation of Subscribers residing in the country, to be filled up occasionally, provided such Subscribers shall first compleat their subscriptions; and that the names of such Country Subscribers together with the lives subscribed for, or respective Nominees, as likewise the sums and weekly contributions be transmitted by such Deputy Agents to the Agent in Dublin, an entry or entries whereof to be made by the Agent in a book or books to be kept for that purpose.

Certificate on the admission of subscribers into the company.

F O R M

FORM OF THE CERTIFICATE,
DUBLIN TONTINE.

THIS is to to certify that (A. B.) of Form of ce
tificate.
in consideration of the following
share (or shares) expressed in the under-mentioned
life (or lives) by him or her nominated, was this
day admitted a Member of the Dublin Tontine
Company, whereby the said (A. B.) his (or her)
Executors, Administrators and Assigns, will be
intitled to a Dividend of the Capital or Produce
of such Tontine, he, (or she) paying the
Subscriptions, and performing the Covenants,
mentioned in the Deed of Articles of the twenty-
fifth day of March, one thousand seven hundred
and ninety-one, ratified and confirmed by said
Company, and signified by his (or her) being a
subscribing and executing party thereto. Dated
this day of in the Year of our
Lord one thousand seven hundred and ninety-
one, above-mentioned.

NOMINEES.

Signed by the President
and seven of the Di-
rectors of said Ton-
tine Company.

AGENT.

Capital stock
to accumulate
and how di-
vided.

To survive to
the Executors
Administra-
tors and As-
signs of Sub-
scribers.

Rules as to
transferring
shares.

IX. *Item*, That the capital stock arising as herein after mentioned from such contributions, and the accumulation of interest produced there-from, shall be the property of such of the Subscribers whose Nominees shall be living on the said twenty-fifth day of March, one thousand seven hundred and ninety-eight, their Executors, Administrators, or Assigns, in respect only of the lives so by them nominated and then in existence, whether their own or those of any other person or persons; and shall be divided between or amongst them, *pro rata*, and in proportion to their several weekly subscriptions and shares respectively.

X. *Item*, That in order to regulate the transfer or assignment of shares in the Tontine, it is further agreed, that the respective Subscribers may at any time or times before the said twenty-fifth day of March, one thousand seven hundred and ninety-eight, (in case the Nominee or Nominees of such Subscriber or Subscribers respectively shall be then living) by indorsement on their respective certificates, to be attested by two credible witnesses, and countersigned by the Agent for the time being or one of his Deputies, direct

and

and authorize a transfer or transfers to be made of his, her, or their rights and interests respectively in the said Tontine; but on the same life or lives for which his, her, or their respective original subscription or subscriptions was or were made. But first it shall be incumbent on every such subscriber, before such transfer shall be allowed by the company to acquaint the Agent with his, her, or their intention of transferring same, and to whom such transfer is to be made, in order that the company at their next quarterly meeting may approve of, or reject the same when if such transfer shall be approved of by the majority of the subscribers on such meeting, so assembled, but not less than four-fifths in number, then and in that case every such subscriber whose transfer shall be allowed, shall pay to the Agent or his Deputy, as the case shall happen, the sum of five shillings British for the benefit of the Subscribers towards increasing said Tontine fund; the particulars of which transfer or assignment to be entered in a book to be kept for that purpose, by the Agent or Deputy as aforesaid.

Sum to be
paid for each
transfer.

XI. *Item*, That in case any such certificate or certificates, as aforesaid, should be lost,
burnt

burnt, or destroyed, it shall be lawful for the Directors, or any seven of them, at any one of their monthly meetings, to sign, and direct the Agent for the time being, also to sign and deliver new certificates in lieu of those so lost, burnt, or destroyed; such subscriber, or his Assignee, first making an affidavit of the truth of same before a Magistrate or a Master extraordinary in Chancery, commissioned to take affidavits, which new certificates shall to all intents and purposes be effectual, and supply the place of those so lost, burnt or destroyed. And for each such new certificate the Agent shall be intitled to receive from the Subscriber requiring the same, the sum of two shillings and six-pence British, to be applied for the additional purpose of defraying the expence of the company.

Manner of renewing certificates that shall be lost or destroyed.

Sum to be paid for same.

Nominees to be resident in Ireland.

XII. *Item*, That no person shall be a Nominee in the said Tontine, unless resident within the kingdom of Ireland at the time of his or her nomination.

Forfeiture in case of arrears.

XIII. That any Subscriber, his or her Executors, Administrators, or Assigns, suffering his or her weekly payments to be in arrear for

for one calendar month or longer, shall, in respect of each share, for the first month forfeit the sum of one British shilling, and for the second month the sum of two British shillings; to be applied for the purpose last before-mentioned. And in case any such weekly payments shall be in arrear or unpaid three calendar months or longer, the party so in arrear shall (unless the Directors or the major part of them expressly order the contrary for some special cause) be no longer considered members, but excluded the benefit of the said Tontine, and his or her dividend in the capital belonging thereto, and shall have no title or claim to the money already paid by him or her, into the fund of the said Tontine.

Subscribers
three months
in arrear to be
excluded his
or her divi-
dend of the
capital stock.

XIV. *Item*, It is agreed upon by and between the parties incorporated hereby, that there shall be a President and fifteen Directors chosen from amongst the Subscribers to transact the business of said Tontine, and that the President and Directors so chosen, shall compose the representative part of the corporate body; and it is further agreed, that there shall be four Key-keepers, (the President for the
time

President, Di-
rectors, and
Key-keepers,
to be chosen,
and when.

time being always to be one) the other three to be chosen out of said fifteen Directors, who are to have the custody and management of the stock belonging to said Tontine as hereafter more fully mentioned. And that for the purpose of chusing such President, Directors, and Key-keepers. The Subscribers at large shall assemble together four times in every year, to wit, on the 25th day of March, 25th day of June, 25th day of September, and 25th day of December, (Sundays only excepted) in which case the Subscribers shall meet on the Monday following, and on such and every quarterly day before-mentioned, proceed to ballot for a President, Directors, and Key-keepers, as above, to continue in office for three months next ensuing, and no longer, such President, Directors, and Key-keepers, so to be chosen, at each and every quarterly meeting, to be elected by a majority of the Subscribers present, but not less than four-fifths in number; and further it is agreed, that for that purpose, the Agent shall cause a printed notice of the time and place, of such meeting to be given in some one or more of the public prints, for the better information of the members of said Tontine, fifteen days at least, before each and every such quarterly meeting.

What majority of the members, competent to elect same. 15 days notice to be given, of the meeting.

XV. *Item.* It is the intention of the subscribing parties hereto, and hereby further agreed upon, that the Directors so to be chosen, shall meet once in every month (Sundays only excepted as before) for the purpose of enquiring into, and considering the state of the capital stock of the company, and for directing, investing, and managing same, as herein after more fully expressed ; for which purpose the Agent shall send to each of the Directors, a written notice of the time and place of such monthly meeting, four days before such meeting at the least, and that nine of said Directors shall compose a quorum, and be deemed competent for the execution of the trusts before mentioned, for the benefit of the company, and such regulations as they shall think expedient for the better management thereof, shall be considered as binding and effectual to all intents and purposes.

Directors to meet once in each month nine whereto to compose a quorum.

4 days notice of such meeting to be given.

XVI. *Item,* It is agreed upon by and between the parties, subscribers hereto, that the capital stock when funded, shall from time to time be deposited in an iron chest provided for that purpose, with four locks, the keys whereof

Capital stock to be deposited in an iron chest with four locks.

Key-keepers
to have the
custody of
same.

Stock, with
printed ab-
stract to be
produced
each quarter
to the com-
pany.

Any 7 mem-
bers not pre-
sent at quar-
terly meeting
may demand
to see such
stock and
printed ab-
stract.

whereof shall be committed to the safe-keeping of the President, and three of the Directors to be chosen as before, for that purpose, and by them handed over unto the succeeding President and Directors, which chest shall be lodged in one of the public banks of this city, or in such other place as the majority of the subscribers at such quarterly meeting, but not less than four-fifths in number, shall think most secure. And it is further agreed, that on every such quarterly meeting, the President and Key-keepers for the time being, shall produce for the greater satisfaction of the Company such capital or stock so deposited, which together with a printed abstract or report, as herein after more particularly mentioned briefly explaining the state of such fund, signed by the Agent, shall be laid before the subscribers, for their approbation and inspection. And further to prevent any doubt, objection or cavil that may arise relative to the safe custody, existence, and preservation of such capital stock; it is hereby agreed that it shall and may be lawful to and for such subscribers residing at a distance from the City of Dublin, as for all others, whose avocation prevented them from attending such quarterly meeting,

meeting,

meetings, to apply to the Agent at all times, and to demand to see such abstract or report, and to enquire into, and inspect such capital stock, when; if the President and Directors having the custody of same, shall refuse complying with such request, on application made for that purpose, by not less than seven members; or if on examining such stock, same shall be found deficient, and not to correspond with such abstract or printed report, then, and in that case, notice thereof shall be given to the Directors at large, who are hereby required, personally to meet for that purpose, and to take same into their serious consideration, and to adopt such immediate measures as to them, or a majority of them, may seem most effectual, to remedy and correct such abuse; a report whereof, shall be submitted by them to the subscribers at large, on their next quarterly meeting for their approbation.

Steps to be taken if stock found deficient.

17th. *Item*, That until such weekly or advanced payments shall amount to the sum of One Hundred Pounds, or be funded in National Stock; it is hereby agreed, that the principal Agent of the said Tontine, accompanied by one or more of the Directors Key-keepers

Directors to lodge monies in some one of the Banks until they amount to 100l.

D

for

for the time being, shall on Monday in every week, lodge in such Bank or Banks, as the Directors shall from time to time approve of, the amount of the sums received by such Agent in the week preceding, until funded as before, whether arising from weekly subscriptions, or payments so made in advance, first deducting the returns of advance money, payable in consequence of the death of Nominees, for which sums so lodged, a receipt or receipts shall be taken in the name of the company, to continue in the possession of some one of the said Directors Key-keepers to be appointed by the rest, and by him to be handed over to the new President and Directors, to be chosen on the succeeding quarterly meeting, and said Director, with whom such receipt shall be lodged, shall on receiving all such monies from the hands of the Agent, perfect to him, a proper acquittance or acknowledgment, for the sum specified in such receipt, and that such acquittance, for so much, shall operate as an indemnity to him. And it is further agreed, that it shall and may be lawful for the Directors at large or a majority of same, on every such weekly or monthly meeting, assisted by the Agent, to enquire into, and

Receipt to be taken by the Directors in the name of the Company.

Acquittance for the sum received to be perfected to Agent.

taken

take an account of the monies received for subscriptions, from the members of said Tontine, and to invest and lay out same, in the purchase of Government Stock bearing interest, and to collect in, and receive such interest and growing payments, from time to time, to be laid out by them, in the purchase of new additional Stock for the benefit of the Subscribers, the better to accomplish which, the Agent of the said Tontine shall keep one or more book or books, wherein a fair and correct account shall be noted of the different sums received by him, from time to time, and how much thereof hath been invested in Government security, as also the different periods and dates, when same were so invested, and further specifying the nature of such security, distinguishing the respective rates of purchase, the amount of interest from time to time received, and all such other payments made, or to be made on account of said Tontine ; and that a written abstract, or balance sheet, from time to time, be prepared by such Agent, to be laid before the Directors at their monthly meeting, to enable them, at one view, to comprehend the general state of said fund, to vouch which, the Agent shall be obliged to exhibit

Directors to invest such sums in government security bearing interest.

Interest of such securities how applied

Correct book to be kept by Agent.

Written abstract or balance sheet to be laid before the Directors

Printed report to be submitted to the subscribers and copies of same, transmitted to country Agents.

exhibit his books, wherein the particulars of such abstract shall be entered ; and that for the greater satisfaction of the subscribers, at each and every quarterly meeting assembled, a general quarterly abstract, containing a short statement, or report of the capital fund, shall be printed, and laid before the subscribers so assembled ; and that copies of such printed abstract or report, shall be transmitted to the several country agents or deputies, for the satisfaction also of the country subscribers.

Company to be incorporated on the 25th day of March, 1791.

Charter to be deposited with stock.

XVIII. *Item*, It is agreed, by and between the subscribing parties hereto, that on the twenty-fifth day of March, one thousand seven hundred and ninety-one, the day hereby appointed, for the first general meeting of the subscribers, that the Agent shall have then prepared, a fair transcript of these articles, engrossed on parchment, to which the subscribers present shall subscribe their names, and affix their seals, or else in a separate parchment, to be annexed thereto, if found necessary ; and that said articles so engrossed, shall be deposited along with such stock aforesaid, a true copy of which articles or Charter, to continue in the safe keeping of the Agent, to whom such of the subscribers.

subscribers, not present at said meeting shall or may resort, and for their greater convenience, that separate scrolls of parchment be provided by the Agent, that so, each member of the Tontine, may have an opportunity to sign and subscribe such articles before the time limited for the existence of said Tontine, which separate scrolls of parchment, when filled with subscribers names, shall occasionally be annexed to said original charter, and be afterwards executed, and acknowledged in legal form, before the agent, and one or more credible witnesses. And in order, for the better carrying said Tontine scheme into more effectual execution, and with a view, that the subscribers thereto may be as numerous and respectable as possible; it is further agreed, that the time for becoming members thereof, shall be extended and enlarged, from the said twenty-fifth day of March, one thousand seven hundred and ninety-one, and that further time be given to new subscribers, to come in, and subscribe such articles, before said Tontine be finally closed and completed; and it is further agreed, by and between the parties subscribers hereto, that for the accommodation of such new subscribers, separate scrolls of parchment, be lodged also with the different

Copy thereof to be lodged with Agent and separate scrolls of parchment for subscribers to sign their names.

Manner of acknowledging same.

Time for subscribing said Charter to be enlarged.

Like scrolls to be lodged with Deputy Agents for the convenience of country subscribers.

Same forms
and solemnities
to be observed,
as before mentioned.

The several
scrolls to be
returned to
Agent in Dublin
when filled
on or before
25th June,
1791.

different Deputy Agents, to be approved of by the principal Agent, in the several principal assizes towns of this kingdom, together with printed copies of these articles, to be given to such subscribers, in which scrolls, such new subscribers may, and are hereby at liberty, to write or subscribe their names, to be acknowledged in manner before described, at any time before said Tontine shall expire; as in the case of the original subscribers, and such new subscribers, so signing or subscribing their names, with the solemnities before mentioned shall be deemed members of such Tontine to all intents and purposes, and be entitled to the surviving benefit, or dividend of such accumulated capital, as herein before and after mentioned; and that such several scrolls of parchment when filled, containing the names of such new subscribers, shall be returned to the Agent in the City of Dublin, together with the sums subscribed by each, distinguishing the number of shares, and the nominated lives, on or before the twenty-fifth day of June, one thousand seven hundred and ninety-one; *provided* nevertheless, that each and every subscriber, failing to come in, or to complete his or their subscription on or before the twenty-fifth day of March

or

one thousand seven hundred and ninety-one as before, shall for such default, besides paying up his or their weekly subscriptions, from the 25th of March aforesaid, when said Tontine commenced, pay the further sum of two shillings and six-pence British, as an extra sum, for every single share so subscribed by them, and for every additional or greater number of shares, the sum of a British shilling extra; so as such further additional shares, do not exceed the number of five as before, to entitle him or her, to the like benefit, with those incorporated on the 25th day of March, one thousand seven hundred and ninety-one, as above; and it is hereby further agreed, that on the 25th day of June, one thousand seven hundred and ninety-one, or quarterly day of meeting, all subscriptions to such Tontine shall close and be completed; unless on that day, it shall be found necessary by the subscribers present, but not less than four-fifths in number, further to enlarge the time, beyond said twenty-fifth day of June, one thousand seven hundred and ninety-one last mentioned, in which case, the subscribers shall be at liberty to ascertain and fix the further time, during which said Tontine shall be kept open; and also to fix, adjust, and proportion

Subscribers after 25th of March, 1791, to be received under what restriction.

Such new subscribers, to be entitled to the like benefit, with original subscribers.

Tontine further to be kept open; if necessary, before subscriptions cease.

Conditions of
extending the
time.

proportion the extra sums, to be paid by such new subscribers, as for, and concerning the single shares above mentioned, and such other additional shares, denominated by lives afore said, he, or she paying up as before, their weekly subscriptions from the 25th of March one thousand seven hundred and ninety one, when said Tontine is to commence and performing the other covenants in these articles mentioned. *Provided* always, and it is the intention of the parties subscribing hereto, that the time during which, the said Tontine is to be kept open, and subscription received for same, shall not exceed the 25th day of September, one thousand seven hundred and ninety-one, on which day, said Tontine shall finally and absolutely close, and be compleat; after which no more subscribers shall be admitted or received.

When Tontine shall finally close, and be compleat.

Should Key-keepers die, while in office extraordinary meeting of subscribers to be had.

XIX. *Item*, It is hereby further provided and agreed on, that in case any of said four Key-keepers, for the time being, should die before the time appointed for the next quarterly meeting of the subscribers at large, or otherwise be removed for misbehaviour, that then, and as often as same shall so happen

th

the Agent for the time being, shall summon an extraordinary meeting of the company at large (provided same shall not interfere with such quarterly meeting) who shall immediately proceed to ballot for a new Key-keeper or Key-keepers, as the case may be, in the room of such Key-keeper or Key-keepers so dying, the person or persons so to be elected, to be chosen out of the number of Directors, first completed as above, to be approved of, by not less than four-fifths in number of the subscribers present, and that in case of the death of the President or any one of said Directors for the time being (not Key-keepers) that an extraordinary meeting of the subscribers be had in like manner, for the purpose of choosing a new President and Directors to succeed him or them; it being the intention of the parties that the company should at all times be fully represented; provided always as before, and that previous notice of such meeting, be given by the Agent, to be advertised in some one or more of the public prints, ten days at the least, before any or either of such extraordinary meetings.

Ten days previous notice whereof, to be given.

XX. *Item*, It is agreed upon, that the subscribers at large, may and are hereby at
 E liberty

Bye laws, made at any quarterly meeting, to be approved of, by four-fifths of subscribers present.

Not less than thirty-five members at such meeting competent to make same.

President and Directors to be indemnified against all costs and expences sustained by them.

liberty at each and every of their quarterly meetings, to enter into, and make such new regulations and bye laws, for the good of the company, and for the well-being of said Tontine, as shall from time to time seem fit and reasonable to them; *provided* such bye laws shall have the approbation of four-fifths in number of the subscribers present. And provided always, that all such new regulations or bye laws that shall at any time be made, shall not be considered as obligatory or binding, so as to affect said Tontine, each or any of the subscribers thereto, unless thirty-five in number of the subscribers shall be present at each, and every such quarterly meeting; save only in case of the common and ordinary business and transactions of the company, already provided for by these articles, and not otherwise.

XXI. *Item*, It is the intention of the parties subscribers hereto, that the President and Directors for the time being, as composing the representative part of the corporate body, shall at all times, and during the existence of the said Tontine, be saved free and indemnified, off, from, and against all costs, damages, and expences which they, or any, or either

of them may be put to, suffer, or sustain, on account of their defending or maintaining any actions or suits at law, or in equity, in which they may be accidentally involved, for, or by reason of any matter or thing, touching the due and impartial performance or execution of the several trusts reposed in them as prescribed in these articles, by the different Subscribers, members of said Tontine ; and that all such expences and costs, which the President and Directors aforesaid shall sustain on such account, shall be paid and allowed them, out of the capital stock belonging to said Tontine ; provided such costs and expences shall be deemed reasonable by the Subscribers at large, at one of their quarterly meetings, who are hereby empowered to tax and ascertain the same.

Same to be taxed by subscribers, and allowed them out of capital stock.

XXII. *Item*, For as much as the punctual attendance of the several Officers, as well the President, as Directors and Key-keepers, is to be considered as the soul and essence, and constitutes the very existence and health of said Tontine, without which punctual attendance, the interest and concerns of the Company cannot be effectually or successfully promoted

Fines to be
paid for non-
attendance of
Directors and
Key-keepers.

promoted, it is hereby further agreed, that should any of the 15 Directors, not Key-keepers, they, or either, or any of them absent themselves, or neglect to attend at any of the respective quarterly meetings, or at any of the monthly meetings beforementioned, such Directors, he or they so absenting themselves, at the hour appointed in the written or printed notice or summons for that purpose, shall for every such neglect pay the sum of half a crown British, and for every half hour after such appointed time, the further sum of half a crown British, and in case he or they shall absent themselves for one hour, after the time set apart in such summons, he or they shall for such neglect pay the sum of one guinea each, for his or their neglect. And for as much as it is more essentially necessary that the President and Key-keepers, who are entrusted with the care, direction, and management of the capital stock, should be punctual in their attendance at the time appointed for such respective meetings, it is hereby further agreed, that should the President or Key-keepers for the time being, absent themselves at the hour appointed in such written or printed notice or summons, he or they

they so absenting themselves, shall pay the sum of one crown British each for such neglect, and in case he or they shall absent themselves for one half hour after said appointed time, he or they shall for each neglect pay the further sum of one crown each, and in case of his or their absence for one hour after such appointed time, he or they shall pay the sum of one guinea each as a fine, for such his or their neglect, unless in the case of illness, to be proved satisfactorily to the members present at such stated meetings, when, and as often as same shall happen, such Key-keeper or Key-keepers may depute one or other of said Directors in his room (not a Key-keeper) to attend with his or their keys, that the business of said Tontine may not be impeded, protracted, or delayed; and further it is agreed, that any member who shall be chosen a Director, and shall refuse to serve in that capacity, provided he hath not served for one year before, shall pay the sum of one guinea for such his refusal, and that every member who shall withdraw himself, during the time of business, from the said Company at their stated quarterly and monthly meetings as before, without the
leave

leave of the President first obtained for that purpose, shall pay for such default the sum of one crown British, all and every of which fine or fines shall go to and encrease the capital stock of said Tontine; and every member who shall refuse to pay such fines, shall be expelled from said Company, forfeit his or their share or shares in said Tontine, and be utterly excluded all benefit therefrom.

Dep. Agents
by whom ap-
pointed.

Several duties
required of
the Agent.

XXIII. *Item*, It is agreed upon, that the principal Agent for the time being, shall have the nomination and appointment of the several Deputy or Country Agents; for whose acts the Principal Agent shall be at all times responsible, and further, that he shall register as beforementioned, the names, and places of abode, of the several Subscribers, and their Nominees, and shall by himself, or his Deputies, issue such certificates, of the form, and in the manner before prescribed, and after having received the weekly, and other contributions for supporting said Tontine, shall keep a faithful account of the monies received by him, and the application of same, as well of all other payments to be made, from time to time, for the use of the
said

said Tontine ; and that he shall likewise summon and attend the several meetings of the Subscribers and Directors, and register their transactions, and shall have his accounts ready for their inspection ; also that he shall take upon him the care and trouble of getting in, and receiving the claims of the parties interested, previous to a division of the capital stock of the said Tontine, and of carrying on such correspondence as may be requisite, for having the same duly ascertained, and substantiated ; and shall transact every other matter, required by the tenor of these articles to be done and performed by him, in the said capacity of Agent.

XXIV. *Item*, It is agreed upon, by and between the parties hereto, that the full space of six months shall elapse, from the 25th day of March, 1798, when said Tontine expires, before the capital stock produced by said Tontine be sold, or any dividend of same be made, in order that persons claiming a share or shares in said Tontine, may be the better enabled to substantiate their claims, and that the Agent may have convenient time to get in, and ascertain the same, and that such persons

Dividend of
capital stock,
in six months
from 25th
March, 1798

Claimants
how to esta-
blish their
claims.

Claimants to
substantiate
their claims,
before 25th
March, 1798.

Exception as
to claimants,
or nominees
beyond seas.

Further time
to be allowed
in that case.

persons so claiming shall signify such their claims to the Agent, for the consideration of the Directors specially chosen for the purpose at the last Quarterly Meeting, previous to the 25th day of March, 1798 aforesaid, before whom due proof shall be made of the identity of the persons so claiming, as well of the original and new subscribers, as of their assignees, as also of the existence of the nominees, or lives so nominated by such original and new subscribers, and that every person claiming as executor or administrator, before such his or her claim be allowed, shall first produce the probate of the will or testamentary letters, under the seal of the proper Court, granted to him or her, in due course of representation ; and it is further agreed, that all persons who shall not substantiate their claims, on or before the 25th day of September, 1798, shall be excluded from any benefit of the said Tontine ; unless in the case of claimants or their nominees beyond the seas ; in which case such further time shall be allowed claimants for establishing their claims, as the said last chosen Directors, or the major part of same, shall think reasonable ; PROVIDED such further time shall not exceed the space of

one year, from the said 25th day of March, 1798 ; and it is further agreed, that the time allowed to such distant claimants, and their Nominees beyond seas, as aforesaid, for substantiating their claims, shall in no wise prevent an immediate dividend from taking place, at, or after the expiration of the six months abovementioned, to and amongst the several claimants, who shall before that time have proved their claims ; due allowance being made for the respective dividends to which such foreign claimants would be entitled in case their respective lives or nominees shall be proved to be existing ; and if upon the expiration of one year, from the 25th of March, 1798, aforesaid, there shall be any claimant, or claimants who may before that time, have neglected to substantiate their claims, the share or shares which such claimant or claimants would otherwise be entitled to receive, shall, in addition to their former dividends, be further equally divided amongst the several other claimants, whose claims shall have been allowed, in equal and due proportion to their respective shares ; and the better to ascertain the pretensions of each, and every claimant, and to remove any

F

mistake

Not to interrupt or prevent an immediate dividend to those whose claims have been allowed.

Claimants beyond seas neglecting to substantiate their claims.

Their respective shares to be proportionally divided amongst the claimants, whose claims have been allowed.

mistake or imposition, in regard to the claims made by claimants, residing within this kingdom, it is further agreed, that each claimant, before he or she shall be entitled to receive a dividend, out of such capital stock, by an affidavit to be made, before a Justice of the Peace or Master Extraordinary in Chancery, shall make oath of his or her identity, and that the life or lives first nominated by each and every Subscriber, at the time of his or her becoming a Member of said Tontine, were in existence on the 25th day of March, 1798, aforesaid ; to corroborate which each and every claimant shall procure authentic certificates, signed by the Minister and Church Wardens, or any three respectable house-keepers of the township and parish where such claimant, his or her nominees reside, as also authentic copies of parish registries, proving that such persons existed together with such evidences, and records, as the Directors, or the major part of same, at a weekly meeting to be held by them, for the purpose of considering such claims, shall direct and require ; and each and every claimant or claimants, his or her nominee or nominees, residing beyond seas, and out of the kingdom

Claimants in foreign parts how to substantiate their claims.

kingdom, shall before his, her, or their claims be admitted or allowed, make the like affidavit of his, her, or their identity, before a Justice of the Peace, or Master Extraordinary in Chancery (if in England) or before the Chief Magistrate, Governor, or other principal Officer, of the city, town, or district, where such claimant, nominee, or nominees shall reside (if in foreign parts) attested by a Notary Public, then, and there also residing ; or by such other Officer of Record, whose business and profession it is to stamp a solemnity on such acts. And it is hereby further agreed upon, for the greater security of such claimant or claimants, that it shall and may be lawful to and for the Directors, from and after the 25th day of March, 1798, and until the expiration of the time for ascertaining such claims, to meet once in every week, or oftener, if found necessary, to determine such claims, and to apportion and pay off the respective dividends, adjudged to each, and every such claimant, or claimants, when they shall have proved their claims ; subject, nevertheless, to the controul of the Subscribers at large, who are hereby armed with the like authority, to meet from
time

Directors after 25th of March, 1798, to meet once every week to adjust such claims.

Claimants aggrieved to appeal to Subscribers at large.

time to time, on the default, or neglect of such Directors, in apportioning and paying off such dividends, to whom such claimants are at liberty to appeal, and the claimants, each, and every of them, who shall conceive themselves aggrieved by the judgment of the Directors, shall apply to the Agent for the time being, who is hereby required to summon the Subscribers at large for that purpose, ten days notice being first given of such intended meeting, when the Subscribers so assembled, shall ultimately decide on the validity of such claims, and their decision shall be final and conclusive. It being the intention of the parties hereto, that until said claims be adjusted and settled, the business of the said Tontine shall not be closed or concluded ; *provided* the time for adjusting same, exceed not the time beforementioned, and limited by these articles.

XXV. *Item*, It is agreed upon, that between the time of the sale, and division of the capital stock of said Tontine, the produce thereof shall be lodged in such bank or banks, by the Directors for safe custody, as they or the

the major part of same at a meeting for that purpose shall order and direct ; a receipt or receipts whereof, from time to time, shall be lodged with some one of the Directors (Key-keepers) for the time being, to be approved of by the rest ; and that the produce aforesaid, arising from such sale, shall be drawn out occasionally, for the benefit of the claimants, who shall have established their claims, in such manner, and proportion, as the Directors, or the major part of same shall further order and direct.

Produce of stock, between the sale and division thereof, how to be disposed of

XXVI. *Item*, It is agreed upon, that on the said 25th day of June, 1798, the capital stock shall be divided to and amongst the several claimants whose claims shall be allowed ; (deducting thereout the share or shares to which foreign claimants would be entitled, and which the Directors are hereby at liberty to retain for the time abovementioned) when, if it shall appear, that the principal Agent, shall have conducted himself in the respective duties of his office, with fidelity and diligence, it may be lawful to and for the Directors, to pay the said Agent, out of the whole accumulated capital, or stock, the entire six months interest,

Capital stock to be divided, on the 25th day of June, 1798.

to

to grow due thereon, to be computed from the 25th day of March, 1798, aforefaid, as a compenfation for fuch his fervices, and no more ; and whereas, it appears to the Subfcribers, this day met, and affembled, for the purpofe of incorporating themfelves into a company, entitled the Dublin Tontine Company, that Mr. THOMAS BAKER, of Capel-ftreet, in the City of Dublin, Lottery Office-keeper, is a fit, and difcreet perfon, to be employed as principal Agent to faid company, having entered into a bond, with two other fufficient fureties, to the Prefident, and Directors, this day chofen, of the fame date with thefe presents, in the penalty of One Thoufand Pounds for the faithful performance and execution of his office, as Agent, as to, and concerning the feveral duties, and acts, relative thereto, by him, and fuch Deputies, as he fhall employ, to be done, executed, and performed. Now, it is hereby further agreed, that the faid THOMAS BAKER, (provided he fhall fo long live) fhall continue in the undifturbed enjoyment, of fuch his office of principal Agent, for the full term of feven years, aforefaid, and fo long afterwards, as fhall be neceffary to compleat the bufinefs of

Mr. Thomas Baker, appointed agent to the company.

To enter into a bond with two fureties of the penalty of 1000l.

of said Tontine, limited as above, but not exceeding the time granted to the several claimants for substantiating their claims, and in case the said THOMAS BAKER shall die, before the expiration of said seven years, and during his continuance in office, or in case he shall be removed, or discharged from such his office, for fraud, corruption, or misbehaviour; then, and in every such case, it shall, and may be lawful, for the subscribers at large, at one of their respective Quarterly Meetings, or at a Special Meeting, sooner to be had, for that purpose (ten days previous notice, first given by the Directors, of the time and place of such meeting, in some one, or more of the public prints) to discharge the said THOMAS BAKER, from his office of Agent aforesaid, and to elect a new Agent in his room, which new Agent shall be competent to fulfil and discharge the several duties of said office, on entering into a bond, of the like penalty, to the President and Directors, for the time being, as before, conditioned as above, with the like number of sureties, *provided*, such new Agent shall be chosen always out of the number of Subscribers, members of said Tontine, by a majority, of

To continue in office, during the existence of Tontine; should he so long live.

New agent to be chosen in his room, in case of death, removal, or resignation.

Like bond, to be executed by new agent.

Interest of capital stock, at the time of making a dividend, to be paid said T. Baker, and his successor or successors, in what proportion.

not less than four-fifths in number, of the Subscribers present; and further, it is agreed, that should the said THOMAS BAKER, at any time, before the 25th day of March, 1798, decline acting in his office of Agent, or make a formal resignation of same, or otherwise from incapacity, be prevented, from paying the due attention, required by said office; then, and in such case, it shall and may be lawful, for the subscribers, at a General Meeting to be had, as before, to discharge and remove in like manner the said THOMAS BAKER, from his office aforesaid, and to choose another Agent in his room, in the manner before prescribed, and in case of his the said THOMAS BAKER's removal, for the causes last mentioned, it shall and may be lawful for the Directors, for the time being, at a meeting, had for that purpose, but not before the capital stock by these presents, is to be divided, to compute the interest, arising from the accumulated capital, or stock, belonging to the company, for the space of six months, as before, and to fix, adjust, and measure the proportion of such interest, to be paid to the said THOMAS BAKER, and such new Agent, or Agents, his successors, that shall

shall from time to time, be chosen, his, or their representatives, in consideration of such his, or their services, during the time, he or they shall continue to act, in the office of Agent aforesaid ; *provided* nevertheless, that such discharge or removal of the said THOMAS BAKER, or of his successor, or successors, shall not be made, for any fraud, corruption, or misbehaviour ; and provided always, that in the measure of such proportion or dividend, to be paid to the said THOMAS BAKER, his successor, or successors, due regard on one hand, be had as well to the extraordinary trouble, and labour of the said THOMAS BAKER, at, and upon the commencement, and before the establishment of the said Tontine, as to the time, during which, the said THOMAS BAKER continued to act as Agent, and on the other hand, to the further additional trouble, which may arise to his successor, or successors in carrying on, continuing and compleating the business of said Tontine, dividing the capital stock thereof, and ascertaining the several claims, to be made by the different claimants, as before, for all which, the Directors shall allow a suitable compensation, to such successor, or successors,

To enure
his, or the
representa-
tives.

as shall or may hereafter be chosen in his the said BAKER's room.

Special covenant on part of the Agent.

XXVII. *Item*, Lastly, It is agreed upon, and the said THOMAS BAKER doth hereby for himself, his Executors, Administrators, and Assigns, separately covenant, promise, and agree to and with the said Subscribers, parties hereto, each and every of them, their, and each, and every of their Executors, Administrators, and Assigns, signified by the said THOMAS BAKER, being a subscribing and executing party hereto, that he, the said THOMAS BAKER shall and will, in all things, diligently and faithfully execute the said office of Agent, and the several duties thereof, according to the true intent and meaning of this present deed, and of the articles therein contained, and particularly that he, the said THOMAS BAKER will, from time to time, and at all times, when called upon by the Directors for that purpose, truly and faithfully account with said Directors, and pay over, in manner herein beforementioned, for the use and benefit of the said Tontine, and the Subscribers thereto, all and every sum and sums of money which shall be received by, or come to the hands of him, the said

said THOMAS BAKER, in his said capacity of Agent, or of his Executors or Administrators, or which shall be received by all or any of the Deputy Agents appointed or to be appointed by him, the said THOMAS BAKER, or who shall act under his authority in the concerns and management of the said Tontine, and also that he, the said THOMAS BAKER, his Executors, Administrators, and Assigns, shall and will, from time to time, and at all times hereafter, well and effectually save harmless, and keep indemnified, the Directors of the said Tontine for the time being, and also the several Subscribers thereto, each and every of them, and each and every of their Executors, Administrators, and Assigns, off, from, and against all actions, suits, payments, losses, costs, damages, charges and expences whatsoever, that shall or may arise, or happen to be sustained by them, the said Directors and Subscribers, or any of them, by reason of any neglect, or default of him, the said THOMAS BAKER, or of any Agent, or Agents deputed by, or acting under him as aforesaid, their Executors or Administrators respectively, in the due accounting for, and payment of the several sums of money, so received by
 him

him or them, or which may at any time during his office, be paid or come into his or their hands, in regard of any matter or thing respecting said Agency. IN WITNESS whereof, the parties, Subscribers hereto, and the said THOMAS BAKER, have hereunto put their hands and seals, the day and year first above written.

F I N I S.

Dublin Tontine Company. Articles of agreement entered into by and between the subscribers to the Dublin Tontine Company, and concluded upon the 25th day of March, 1791. [s.n.], M,DCC,XCI. [1791]. Eighteenth Century Collections Online, link.gale.com/apps/doc/CB0130474906/ECCO?u=dublin&sid=gale_marc&pg=1. Accessed 29 Apr. 2025.