

THE

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CHARTER PARTY,

OR

Articles of Agreement

OF THE

RIA Acadamh Rioga na hÉireann
FARMERS' TONTINE COMPANY

OF IRELAND.

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1846

THE
CHARTER PARTY,
OR
ARTICLES OF AGREEMENT

OF THE
Farmers' Tontine Company of Ireland.

ARTICLES OF AGREEMENT indented, made, concluded and agreed upon this 4th day of June, in the year of our Lord 1816, by and between *the several persons whose names are hereunto subscribed as members of the Farmers' Tontine Company of Ireland*, of the one part, and *Abraham Bradley King, of the city of Dublin, Esq. one of the aldermen of the said city*, and one of the said members of the said company, and a trustee chosen and appointed by and amongst them, the said several persons, as and for the purposes hereinafter agreed on and mentioned of the other part. WHEREAS the said several parties to these presents have agreed with the Farming Society of Ireland, for the purchase of a certain perpetual rent-charge of £560, to be charged on, and issuing out of the lands, tenements and buildings, and other the premises herein after mentioned, and have for that purpose associat-

ed and formed themselves into a Tontine Company, denominated the Farmers' Tontine Company of Ireland, and have also amongst themselves, and in the manner herein after mentioned, raised a sum of £7000, and advanced the same in and upon the said purchase of the said perpetual rent-charge of £560. And the said parties in pursuance of the said agreement, have, each and every of them, paid and advanced the sum of £100 sterling, as and for his and her respective shares and proportions of said sum, to be paid and payable by each and every of them, and to entitle them, and each and every of them, to the benefit and advantage arising from such shares, to be applied, disposed of, and regulated in the manner herein after mentioned. AND WHEREAS in pursuance and execution of the said agreement, for the said purchase of the said perpetual rent-charge of £560, entered into and concluded between the said parties hereto, and the said Farming Society of Ireland, the said Abraham Bradley King, one of the said members of the said company, and trustee chosen and appointed as aforesaid, under a certain deed or grant of perpetual rent-charge, bearing equal date with these presents, and made between the Farming Society of Ireland of the one part, and the said Abraham Bradley

King, of the other part, is now seized of or sufficiently well entitled to a perpetual rent-charge of £560, charged on and issuing out of all that and those, that lott, piece, or parcel of ground, situate lying and being in that part of Great Britain-street, called Summer-hill, in the county of Dublin, containing in breadth in the front to Summer-hill, aforesaid, twenty-eight feet six inches in breadth, in the rere twenty-seven feet, and in the depth from front to rere, sixty-eight feet six inches, be the same more or less. And also all that and those, that piece of ground situate lying and being on the north of Summer-hill, in the county of the city of Dublin, containing in front to Summer-hill aforesaid, thirty-seven feet six inches, and diminishing to thirty-five feet six inches from Summer-hill aforesaid, and which piece of ground, exclusive of the aforesaid ground fronting Summer-hill, containing on the inside on the south, one hundred and twenty-six feet six inches or thereabouts, on the east two hundred and seven feet six inches, or thereabouts, on the north, one hundred and twenty-nine feet three inches, or thereabouts, and on the west, two hundred and three feet six inches, or thereabouts, be the same more or less, and all buildings and improvements made thereon in said deed or grant of perpetual rent-charge,

particularly set forth and mentioned, and to be paid and payable in such manner, and at such time, and with such remedies for the recovery thereof, as in the said deed or grant of perpetual rent-charge, provided and mentioned.

AND WHEREAS, it hath been agreed upon, by and between the said parties to these presents, that the said Abraham Bradley King, said trustee, as aforesaid, and other, the persons to be named as trustees in such manner, and at such time or times, as herein after agreed on and mentioned, doth and shall and will stand and be seized of, and entitled to the said perpetual rent-charge so granted and secured as aforesaid, in trust only, and for the benefit and advantage of all and every the said parties hereto, and for the uses, intents, and purposes herein after more particularly set forth and mentioned. NOW, THEREFORE, THESE PRESENTS WITNESS, that in pursuance and performance of the said intention and agreement, and in order fully and effectually to carry the same into execution, and for the several other purposes and considerations herein after contained, they the several parties hereto *have* associated and formed, and by these presents *do* associate and form themselves into a company, under the name stile and title of THE FARMERS' TONTINE COMPANY OF IRE-

LAND, under and subject to the several regulations, provisoes, clauses, conditions and agreements herein after expressed and declared, and none other, that is to say :

ARTICLE I.—It is hereby declared and agreed, by and between the said several parties hereto, that the said Abraham Bradley King be, and is hereby appointed trustee and receiver of the said monies of this company and Association, and to be paid and payable to him as aforesaid, for the use, benefit, and advantage of the said company.

ARTICLE II.—It is also hereby declared and agreed by and between the said several parties hereto, that the first schedule hereunto annexed is and contains a true, just, and perfect statement of the several shares of the said sum of £7000, by the said several parties hereto respectively subscribed and paid as aforesaid ; as also of the names, places of abode, occupations, ages, and descriptions of the several persons nominated by the said parties hereto respectively, for whose lives respectively the respective rights, titles, and interests of the said parties hereto, their executors, administrators, and assigns, in and to the said rent-charge so granted as aforesaid, shall respectively continue and belong as

herein-after expressly mentioned and appointed.

ARTICLE III.—It is also hereby declared and agreed by and between the said several parties hereto, that an instrument in writing in the words and figures, and of the form set forth in the second schedule annexed, and marked No. 1 therein, shall be signed by the directors, to be chosen and appointed as herein-after agreed on and mentioned, or the major part of them, whereof the said Abraham Bradley King, the said trustee, and his successors as trustees as aforesaid shall be one, and that the same shall be attested by the secretary to be chosen and appointed as herein likewise mentioned; and that the said instrument in writing shall be delivered to each of the subscribers for each and every share by them respectively subscribed as aforesaid.

ARTICLE IV.—It is hereby declared and agreed by and between the said several parties hereto, that the aforesaid perpetual rent-charge, whereof the said Abraham Bradley King is now seized and entitled to as aforesaid, by virtue of the said deed or grant thereof, and all his said right, title, interest, and estate therein and thereto, and all benefit,

produce, and advantage to be had and gotten, shall and will at all times hereafter continue and remain vested in the said Abraham Bradley King, and his successors trustees as aforesaid, in trust for the said subscribers parties to these presents, their executors, administrators, and assigns, to and for the following uses, intents, and purposes, that is to say, to the use, intent, and purpose that the said subscribers hereto shall have, receive, and be paid yearly, the said perpetual rent-charge of £560; and that each and every subscriber shall be entitled to such his respective proportion or proportions of the one-seventieth part of the said perpetual rent-charge, for and upon each and every share and shares respectively by him subscribed as aforesaid, the same to be paid to such subscriber, his executors, administrators, and assigns, for and during the respective natural life and lives of the person so by him or her nominated for such share or shares respectively as aforesaid, but no longer, and from and after the death of any person for whose life any such share shall be so held as aforesaid, then the said proportion or dividend payable thereon as aforesaid, to go and belong to such of the said parties hereto whose respective nominees shall be then living, and be equally divided between them, their ex-

ecutors, administrators, or assigns, according to their true respective number of shares subscribed by them respectively as aforesaid, it being the true intent and meaning of these presents, and of the several parties hereto, that the right and title of any of the said parties, their executors, administrators, and assigns, to any share of the said perpetual rent-charge of £560, so charged on said premises under the said deed or grant thereof as aforesaid, shall, as to such share, cease and determine when and as soon as the person by him or her so nominated as the life of such share shall happen to die, and that the same shall then be applied in the manner aforesaid.

ARTICLE V.—It is hereby declared and agreed by and between the said several parties hereto, that the full and entire of the said perpetual rent-charge of £560 so chargeable on said premises, under the said deed or grant thereof as aforesaid, and all benefit and advantage thereby to be had and gotten, (after defraying and discharging all costs, charges, and expences which the company may be necessarily at or put to in managing the same) shall once in every year, at the time and in manner herein-after mentioned, be equally and fairly divided between

the said parties hereto, their executors, administrators, or assigns, or between such of them whose nominees shall be living at the time of making such yearly dividend, (but none other) according to the number of shares, or to the share whereof the said parties, their executors, administrators, or assigns, shall be then respectively proprietors, until by course of survivorship one only of the said nominees shall continue alive, and that when and as soon as one of the said nominees shall continue in being and alive, then the whole and entire of the said perpetual rent-charge of £560, shall from thenceforth go and belong to such one of the parties to these presents, his or their executors, administrators, or assigns, as shall be proprietor or owner respectively of the share for which the said surviving nominee shall have been nominated and appointed, and the said Abraham Bradley King, and his successors as trustees as aforesaid, in whom the said perpetual rent-charge of £560, so charged on said premises, shall be then vested under the said deed or grant thereof, shall immediately, upon receiving due notice of such survivorship, or within a reasonable time thereafter, convey, assign, and make over the said perpetual rent-charge of £560, for and during all the estate and term to come and

unexpired therein, and shall hand over all deeds, evidences, and writings touching or concerning the title or possession thereof, as the said trustee, for the time aforesaid, shall be then possessed of unto such one of the said parties to these presents, his executors, administrators, or assigns, as shall become entitled thereto in manner aforesaid, but at the proper costs and charges of the said survivor; and if it shall happen that the said rent-charge of £560, shall by right of survivorship become vested in, and the property of any twenty, or any lesser number of the said parties to these presents, their executors, administrators, or assigns, and that the said parties who shall thereupon become entitled thereto, their executors, administrators, or assigns, shall be minded and desirous to come to a partition or division of their said interest therein, then and in that case it shall and may be lawful for the said surviving parties, their, his, or her executors, administrators, or assigns, who shall be proprietors of the remaining surviving shares of, or be entitled to the said perpetual rent-charge of £560, at his, her, and their mutual costs, charges, and expences to cancel this present deed, and come to and make such partition and division, and make perfect and execute all such good and

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