

THE
CHARTER PARTY;

OR

ARTICLES OF AGREEMENT

OF THE

TONTINE BUILDINGS COMPANY

OF THE

TOWN OF ENNIS;

WITH

A LIST OF THE SUBSCRIBERS NAMES,

AND ALSO OF

THEIR NOMINEES.

WILLIAM GREENE, ESQ., LAW AGENT,
CHARLES H. BAGOT, ESQ., SECRETARY TO THE SOCIETY.

ENNIS :

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1836.



Acadamh Ríoga na hÉireann
Royal Irish Academy

THE
CHARTER PARTY;
OR
ARTICLES OF AGREEMENT,
OF THE
TONTINE BUILDINGS COMPANY,
OF THE
TOWN OF ENNIS.

ARTICLES OF AGREEMENT, Indented Made, Concluded, and Agreed upon, this 12th day of March, in the year of our Lord 1836, BY AND BETWEEN the several Persons whose Names and Seals are hereunto subscribed and affixed.

WHEREAS Bindon Blood, of Cranaher, in the county of Clare, Esq., hath Demised, or agreed to Demise, to Charles Mahon, of Cahircalla, in the said county, Esq., a certain Piece, or Plot, of Ground, at Bindon-street, in or near the Town of Ennis, lying to the southward of the Dwelling-house now occupied by Mr. William Greene, and extending from the Gable-end of said house 100 feet, for a Term of Three Lives, with Covenant for Perpetual Renewal, at a Yearly Rent of £16 13s. 4d. sterling, and subject to the payment of a like sum of £16 13s. 4d. as a Fine for Renewal upon the fall of each Life, upon Trust to, and for the several Uses, and for the Intents and Purposes hereinafter mentioned. AND WHEREAS the said several Parties to these Presents have agreed to associate and form themselves into a company and joint partnership under the name, stile, and title of "The Bindon-street Tontine Society," for the purpose of Building and Erecting Five Dwelling-houses fronting to Bindon-street aforesaid, in the Town of Ennis, with Out Offices thereto, and for which purpose the said Parties have agreed to subscribe a sum of not less than £2,000 sterling, to be laid out and expended in the Building and Erecting the said Five Dwelling-houses and Offices, the said sum to be raised in Shares of not less than £100 each, and as near thereto, and to exceed the same by as small a sum of money as circumstances will be found to admit (such additional sum not

to exceed in any case the sum of £20 sterling for each share of £100 so to be subscribed and raised as aforesaid) under and subject to the several regulations, provisoes, conditions, and agreements hereinafter expressed and declared of, and concerning the same and none other, (that is to say,)

1st ARTICLE....It is hereby Declared and Agreed that the Provincial Bank of Ireland, acting by their Manager at their Bank, or Office, at Bindon street aforesaid, be, and are hereby appointed Treasurers and Keepers of the Monies, Goods, Deeds, Writings, Vouchers, and Papers of this Company and Association for the Term hereinafter mentioned.

2nd ARTICLE....It is also hereby Declared and Agreed, by and between the said several Parties hereto, that the Schedule hereunto annexed contains a true, just, and perfect account of the several Shares of the said sum of Two Thousand Pounds by the said several parties hereto respectively subscribed, as also 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 Grounds, Dwelling houses, and Premises, and the Rents, Issues, and Profits thereof shall respectively continue as hereinafter is expressly mentioned and appointed.

3rd ARTICLE ...It is also hereby Declared and Agreed, by and between the said several Parties hereto, that an Instrument in writing, in the nature of a Debenture, signed by three or more of the Directors, and countersigned by the Secretary, hereinafter named, shall be delivered to each of the said Subscribers for each and every Share by them respectively subscribed as aforesaid.

4th ARTICLE....It is also hereby Declared and Agreed, by and between the said several Parties hereto, that the aforesaid Ground and Premises so Demised, or intended to be demised, by the said Bindon Blood to the said Charles Mahon as aforesaid, and the said intended Dwelling-houses, Out Offices, and Premises, when the same shall be Erected and Built thereon, and all the Right, Title, Interest, Term, and Terms therein, and thereto, and the Rents, Issues, and Profits thereof, and all benefit, produce, and advantage thereby to be had and gotten shall, and will, at the times hereafter continue and remain vested in 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

each Subscriber hereto shall have, receive, and be paid, Yearly, out of the Rents, Issues, and Profits thereof, (after deduction of all necessary expenses for necessary repairs and otherwise therein) and as his dividend, or dividends thereof, such sum or sums of money as the proportion or proportions of one-twentieth part thereof for and upon each and every Share and Shares respectively by him subscribed as aforesaid, shall amount to, the same to be paid to such Subscriber, his Executors, Administrators, and Assigns, for and during the respective natural Life or Lives of the person or persons so by him 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 Executors, Administrators, or Assigns, according to their respective true 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 Grounds, Dwelling-houses, and Premises, or the Rents, Issues, and Profits thereof, shall, as to such Share, cease and determine, when, and as soon as the Person by him so nominated, as the Life for such Share shall happen to die, and that the same shall then be applied in the manner aforesaid.

5th ARTICLE....It is also hereby Declared and Agreed, by and between the said several Parties hereto, that the full and entire of the Yearly Rents, Issues, and Profits of the said intended Dwelling-houses, Out Offices, and Premises, and all benefit and advantage thereby to be had and gotten (after defraying and discharging the said Yearly Head Rents and Renewal Fines, and all further and other Costs, Charges, and Expenses which the Company may be necessarily at, or put to in the prosecution of the scheme hereby established;) shall twice in every Year at the time and in the 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, Five only and no more, of the said Nominees shall continue alive. And that when and as soon as Five only of the said Nominees shall continue in being and alive, then the whole and entire of the said Grounds, Dwelling houses, and Premises, with their and every of their Rights, Members, and Appurtenances, and the

Rents, Issues, and Profits thereof, shall from thenceforth go and belong to such one or more of the Parties to these presents, his or their Executors, Administrators, or Assigns as shall be the Proprietor or Proprietors, Owner or Owners, respectively, of the Shares for which the said Five surviving Nominees shall have been nominated and appointed; and the said Charles Mahon, his Heirs or Assigns, in whom the Grounds, Houses, and Premises shall be then vested as Trustee as aforesaid, shall immediately upon receiving due notice of such Survivorship or within a reasonable time thereafter, convey, assign, and make over the said Grounds, Dwelling-houses and Premises, for and during all the Estate and Term then to come and unexpired therein, and shall hand over all such Deeds, Evidences, and Writings touching or concerning the title or possession thereof, as the said Trustee shall be then possessed of, unto such one or more of the said Parties to these presents, their Executors, Administrators, or Assigns, as shall become entitled thereto in manner aforesaid; and if it shall happen that the said Grounds, Dwelling-houses, and Premises shall by such right of survivorship become vested in and the property of any (two or more) of the said Parties to these presents, their Executors, Administrators, or Assigns, and that any one of the said Parties, who shall thereupon become entitled to one (or more) part or parts thereof, his Executors, Administrators, or Assigns, shall be minded and desirous to come to a partition or division of the said Houses, Grounds, and Premises, and to obtain separate Estates and Interests therein, that then, and in that case the said Five Houses, and the Offices, and Grounds thereunto belonging shall be divided and set apart by Lot to the parties to these presents, their (his or her) Executors, Administrators, or Assigns, who shall be the proprietors or proprietor of the remaining surviving Share or Shares, and who shall and may apply to the said Charles Mahon, his Heirs or Assigns, to surrender the Estate and Interest in trust vested, or to be vested in him or them, and thereupon to apply for and obtain from the said Bindon Blood, his Heirs, or Assigns, separate Lease or Leases to the Parties entitled, in pursuance of the Covenant for that purpose contained in the Lease or Demise from the said Bindon Blood to the said Charles Mahon.

6th ARTICLE....It is also Declared and Agreed, by and between the said Parties hereto, that they, and each of them, shall immediately after the execution of these Presents by them, severally and respectively lodge in the said Bank, to the Credit of the Directors and Managers of the Funds, Effects, and Property of this Society, and of the Secretary, for the time being, a Sum of Ten Pounds for each and every Share to which he shall be entitled, and for which he shall declare himself willing to Subscribe, and shall also Monthly, on every First Day of each succeeding Month, lodge a

like Sum of Ten Pounds in said Bank, to the like Credit, until they shall have completed the full Sum of One Hundred Pounds for each such Share, as aforesaid, and until the full Subscription of Two Thousand Pounds shall be completely made up. And it is Declared and Provided, that if any Shareholder, or Shareholders, shall for Three successive Months neglect, or omit to pay, or lodge in the said Bank the said Instalments as aforesaid, such Shareholder, or Shareholders, so neglecting, or omitting, shall be considered as having withdrawn himself from this Society, and to have forfeited his Share, or Shares therein, and the Instalments by him previously paid, and that the Committee of Directors and Managers appointed, (as hereinafter is mentioned) and the Secretary of this Society, for the time being, shall, and may, at their next, or any other and subsequent Quarterly Meeting, after such neglect and omission, proceed to declare the said Share, and Shares forfeited, and Sell the same to the Highest and Best Bidder for the benefit of this Society, first giving to the owner, or owners of such Share, or Shares, One Week's Notice of such Meeting, and of their intention so to proceed, unless the said Instalments, and all other Instalments which shall, or may, have become payable in the meantime, shall be fully paid up, or lodged in the said Bank before the day appointed for the holding of the said Meeting.

7th ARTICLE ..It is also hereby Declared and Agreed, that James Molony, of Kiltannon, Esq., Robert O'Brien, of Dromoland, Esq., Michael M'Namara, of Ennis, Carpenter, Richard B. Grantham, of Ennis, Esq., County Surveyor, and John Darcy, of Clonroad Lodge, Gentleman, all in said County of Clare, be, and are hereby appointed Directors and Managers of the Funds of this Society, and that Charles Harvey Bagot, of Bindonstreet, aforesaid, Esq., be, and is hereby appointed Secretary and Superintendent of the Works of this Society, and that the said Charles Harvey Bagot shall be allowed, and receive, a per Centage of Two-and-a-half per Cent. upon the expenditure, to be paid to him out of the said Funds for his pains and trouble in superintending the said Work ; and further, that the said Committee and Secretary shall continue to discharge the Duties of their Offices respectively for Two Years from the date hereof, unless in case of the death, removal by virtue of the Tenth Article hereinafter contained, or resignation of any of them, in either of which cases such vacancy as shall happen shall be supplied and filled up at the next General Meeting of the Proprietors which shall happen after such vacancy shall occur.

8th ARTICLE....It is hereby also Declared and Agreed upon, by and between the said Parties hereto, that the Five Dwelling-houses intended to

be Erected, as aforesaid, and Offices thereunto to belong. shall be Built in conformity with the Plan and Specification already prepared for the same by the said Charles Harvey Bagot, and heretofore approved of, and shall be all of them uniform and equally Built, under the superintendence of the said Charles Harvey Bagot, and that the current Charges and Expences thereof shall be drawn from time to time upon, or by the Checques or Drafts of the said Secretary and Superintendant, countersigned by some Three or more of the said Committee, and which shall be a sufficient warrant and authority to the said Bank for paying out the said Funds, or such part, or parts thereof as shall be so drawn for as aforesaid,

9th ARTICLE....It is hereby also Declared and Agreed upon, by and between the said Parties hereto, that the said Five Directors, or any Three or more of them, together with the said Secretary, shall form and be a Committee of this Society, and shall have full and entire Power and Authority to do, transact, perform, regulate, manage, and direct all Matters and Things whatsoever, touching, or in anywise concerning this Company, or Society, or the Monies, Goods, Premises, Effects, or Property thereof, or the Receipts or Expenditures thereof, provided that no act of theirs shall, or do, alter or vary the rights of the said several Subscribers to their respective Shares and Dividends upon the several Sums by them respectively Subscribed as aforesaid, and to the benefit of survivorship as aforesaid, and shall have full Power and Authority by Deed, or Deeds, in writing under their Hands and Seals, to Demise, Lease, or Let the said several Dwelling-Houses and Premises, or such Parts or Part thereof as they shall think proper, to such Person or Persons, for such Term or Terms, and at and under such Yearly Rent or Rents as the said Committee shall, in their discretion, think fit, Provided the same be made at the best Yearly improved Rent that may or can be reasonably had for the same, from good and Solvent Tenants, Provided always that any Member or Members of this Society desirous to become Tenant or Tenants of any unset House or Houses, and shall offer a Rent or Rents equal in amount to that offered by any other Solvent Person, such Member or Members of this Society shall be entitled to a Preference, and that if there shall be at any time a greater Number of Persons Members of this Society, desirous to take Houses really and Bona Fide for their own use and occupation than there shall be of Houses to be let, that then the selection of the Tenant, or Tenants shall be made by Lot, and that the Term and Terms to be at any time granted of said Houses and Premises, or any of them, shall be determinable, and determine whensoever the said five intended Dwelling-houses and Offices shall by virtue of these Presents and Agreements herein contained,

become the several property of the Person or Persons holding the Five Shares, which by such survivorship as aforesaid shall entitle the said Holders thereto. It being the true intent and meaning of these Presents, and of the said Parties thereto, that the Persons who shall ultimately become entitled to the said Five Dwelling houses shall then, and thereupon, become entitled to the actual and immediate Possession and Occupation thereof, and to hold the same Free and Clear of all other Lettings and Demises, save only that the Tenants in Possession shall be entitled to a Half Year's Notice to Quit, as is usual and lawful in cases of Tenancies from Year to Year at will; And provided also, that such Proposal as may be made for Leases of the said several Dwelling-houses, or any of them, shall before they shall be accepted or assented to, be laid before a General Meeting, or Company, of this Society to be convened for that purpose, and if approved of by them shall be final and conclusive, and that the said Directors, or a Committee of them, shall meet Once in every Quarter of a Year, at the least, and oftener if summoned by the Treasurer or Superintendant and Secretary.

10th ARTICLE...It is hereby also Declared and Agreed upon, by and between the said several Parties hereto, that a General Meeting of this Company, or Society, shall be held on the 29th day of September, which next and soonest happen after the expiration of Twelve Calendar Months from the date of these Presents, unless it shall happen to be on a Sunday, and then upon the Monday next following, in every Year, at which General Meeting a Chairman shall be chosen by a majority of votes of the Subscribers present, to preside, and thereupon the names of the then existing Directors shall be separately put into a Hat, and two of them shall be drawn thereout, and the persons whose names shall be so drawn thereout, shall from thenceforth cease to be Directors; and two others (being Subscribers) shall be thereupon chosen and Elected by a majority of Votes, to serve as Directors in the place and stead of the Persons so ceasing, as aforesaid, so as that not more than Three of the said Directors shall continue in said Office, from and after the 29th, or 30th day of September, as the case may be, in every Year, and so as that the full number of Five Directors shall be constantly continued and kept up.

11th ARTICLE....It is also hereby Declared and Agreed, by and between the said several Parties hereto, that at all such Elections, or at any other General Meeting of this Society, every Subscriber holding more than One Share shall have a Vote for each and every Share, of which he shall be the holder, and that the Chairman chosen to preside thereat shall have a Vote, or Votes, as a Subscriber upon any question or resolution relative to this