



NATIONAL ARCHIVES OF IRELAND

NAI/PLIC/1

Archives are subject to copyright and should not be copied or reproduced
without the written permission of the Director of the National Archives

1553.

Lord Blyth.

REPORTED ON BY COMMITTEE.

16 SEP. 1916

Assessors Report. 26th August 1916.

Claim No. 1553 Name of Claimant Lord Blyth & others

Situation of Property 33 Lower Sackville Street, Dublin.

Description	Claim	Insurance (if any)	Commissioners Valuation of Buildings	Assessors Valuation of full Damage	Loss Payable on basis of Insurance	Excess of Loss over and above amount payable under the Policies
Building	(See Note below)					
TOTALS, £						

Interests in the buildings. Owners

The full damage to the Building has been dealt with in Report on
Claim No. 1762 (C. J. Paul & R. R. Thomson, Leaseholders).

Walter Amundson

Award of Committee: Contents

do. Buildings

O'KEEFFE & LYNCH,
SOLICITORS.

SIR JOHN LYNCH.
RAYMOND STEPHENSON.

COMES FOR DEEDS & OATHS
FOR NEW YORK.

COMES FOR OATHS SUPREME COURT.

TELEPHONE No 99.

Encl

30, Molesworth Street,
Dublin.

July 3rd, 1916.

J. J. Hely Esq.,
Property Losses (Ireland) Committee,
51 Stephens Green East,
Dublin.

Dear Sir,

No. 1553
Claim of Lord Blyth & Others.

Referring to your letter of 28th ulto., we beg to say the form of claim which you have furnished to be filled in by Lord Blyth is wholly inapplicable to the circumstances of his case, and any attempt to tie him down to it can result in no advantage to the Committee, or to justice. We enclose a memorandum of his title which cannot be embraced in the Form, and as to the columns "cost price" and "value of property at time of destruction" it appears to us that to fill them up must be either impossible or misleading. No one living could state the "cost price" and as to "value when destroyed" we should be glad to know how such "value"

is to be appraised? Is it the value of the bricks, mortar, and site, irrespective of rent, occupancy or reversionary interest, or the value plus the latter considerations?

We are sure the Government only want to act equitably, and our Client only wants to have restored what they destroyed, but the Forms which are intended to convey information to the Committee seem to have the opposite consequence in this case. The facts as known to us cannot be pigeonholed into "Forms", but we are prepared to state them succinctly and (as to the title, rents etc) we have done so in the Memorandum herewith.

If it would assist to obtain an Architects estimate as to what it would cost to restore the premises we shall gladly do so but that course seems to be negatived by the Form itself.

Our view of the "value" at the time of destruction is the security for the rent, present and reversionary and a release from or indemnity against any liability to rebuild.

If your view of "value" is the same, it will assist us to be so advised, but it would never do for us to construe the word in one sense while your Committee may interpret it in another.

TELEGRAPHIC AND CABLE ADDRESS—"OKANDL, DUBLIN."

(Lieber and Atlantic Cable Codes used.)

O'KEEFE & LYNCH,
SOLICITORS.

SIR JOHN LYNCH.
RAYMOND STEPHENSON.

COME FOR DEEDS & OATHS
FOR NEW YORK.

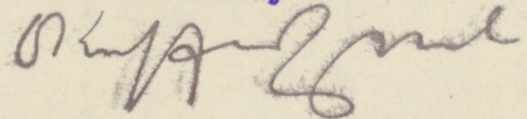
COME FOR OATHS SUPREME COURT.

TELEPHONE N^o 99.

30, Molesworth Street,
Dublin.

Where there are a number of Superior Interests,
whose owners in no case except the one own the "fee" in what
was destroyed, it is clear(as our letters to you have indicated)
that claimants must remain in the dark until the points affecting
them are settled by the Committee.

Yours faithfully

A handwritten signature in dark ink, appearing to read "O'Keefe & Lynch", written in a cursive style.



Dublin.

5th July, 1916.

Dear Sirs,

No. 1553. Lord Blyth & Others.

In reply to your further letter of the 3rd instant in above, I beg to say that the form of claim prepared by the Committee was, as regards buildings, ^{intended} ~~proposed~~ primarily for claimants who were themselves liable in the first instance for upkeep. In your case it should suffice at this stage to give only such general information regarding your clients claim as will enable the Committee when dealing with the case to see that all interests are protected.

If it were convenient for you to send a representative here the form in which the claim might be filled up could be arranged.

Yours faithfully,

Secretary.

*Rep. called + written
arranged M.A.
8/7/16*
Messrs. O'Keeffe & Lynch,
30 Molesworth St.

CLAIM of LORD BLYTH & ORS
(The Blyth Claimants)

SCHEDULE of PARTICULARS
of Title furnished to The
Property Losses (Ireland)
Committee 1916.

O'Keefe & Lynch
30 Molesworth Street
Dublin

CLAIM of LORD BLYTH AND OTHERS.

(The Blyth Claimants)

SCHEDULE of PARTICULARS

of title, furnished to

THE PROPERTY LOSSES (IRELAND) COMMITTEE 1916

As to Title to premises 33 Lower
Sackville Street and plot of
ground in rere of Earl Street.

At the time of the destruction of these premises they were in the tenancy of Messrs. Lewers & Co. under a Renewal Lease of 20th February 1896 indorsed on a lease of 1st June 1878, for a term of years expiring 1st January 1929, at a yearly rent of £200. The occupation rent which will be payable on the expiration of these leases is estimated at at least £400 per annum.

The immediate landlords of the tenants in occupation are Lord Blyth as to one half, and as to the other half:-

Mrs. Evelyn Livesey, wife of Mr. John
Stephenson Livesey, of Mont House,
Stanstead, Essex.

Mrs. Olive Ellen Breeks, wife of Brig-General
R.H. Breeks, of 43 York Place, W.

Mrs. Ida Sarah Buckmaster, wife of Mr.
Walter Selby Buckmaster, of Moreton Manor,
Moreton Morrell, Warwick.

Mrs. Ethel Kate Gold, wife of Major Archie
Gold, of Croft House, Stanstead, Essex.

Mrs. Agnes Charlotte Warner, wife of Captain
Pelham Warner, of Caring House, Leeds, Kent.

Mrs. Isobel Fanny Carr, wife of Mr. Leonard

Carr, c/o Ulric H. Blyth, 1 Park Square,
Regents Park, N.W.

Mr. Ulric Henry Blyth, 1 Park Square,
Regents Park N.W., Gentleman.

Mr. Ormond Alfred Blyth, 1 Park Square,
Regents Park N.W., Gentleman.

and this claim is lodged on behalf of these parties.
For shortness they are hereinafter referred to as "The
Blyth Claimants".

The following are the particulars of
the Superior interests so far as we have been able to trace
them as yet.

The Blyth claimants hold under a lease of
2nd July 1866 for 880 years from 1st June 1866 at a yearly
rent of £120.

The lessors interest in this lease is
now vested in Emily Mary Elliott, Widow, of Clare Hall,
Raheny, Co. Dublin. Her Agents are Messrs. Elliott &
Cannon of Clare Hall aforesaid and her Solicitors are
Messrs. Whitney & Moore.

Mrs. Elliott holds the premises under a
lease of 17th September 1810 for 940 years from 29th
September 1910 at a rent of £75 Irish, equivalent to
£69 : 4 : 8 sterling, adjusted to £66 : 18 : 8.

Mrs. Baillon is the owner of the lessors
interest under this lease. Her Agents are Messrs. Guinness
& Mahon & Co. of College Green. She is not represented
by an Irish Solicitor. She holds under a lease of 10th
August 1759 for 47 years from the date thereof with a
toties quoties covenant for renewal for 997 years from
25th March 1756 at a rent of £40 Irish. The last Renewal
is dated 21st March 1897 and this is for 31 years from
25th March 1896 at a rent of £36 : 18 : 5½ Irish.

The owners of the lessors interest
under this lease are The Rev. Allan James Nesbitt and

Quintin William Kennedy as trustees of the Will of John Preston.

Mr. Quintin William Kennedy, South Frederick Street, who is himself one of the trustees, is Solicitor and Agent for the trustees. His clients hold under a lease dated 27th February 1756 which is a lease of 33 Lower Sackville Street, and also 34 Lower Sackville Street., and 1, 2, and 3 Earl Street, for 50 years from 25th March 1756 at a rent of £19 Irish equivalent to £17 : 10 : 10 sterling, with a toties quoties covenant for renewal for 997 years from 25th March 1756. The last Renewal of this lease is dated 10th February 1897 for 31 years from 29th September 1896 at a rent of £17 : 10 : 10.

N.B.- We understand that 34 Lower Sackville Street and 1 and 2 Earl Street which are also included in this lease, were held by Mr. O'Farrell the Tobacconist when the destruction of the premises took place, and that the remainder of the premises viz- 33 Lower Sackville Street and three North Earl Street representing the Plot in the rere of 33 Lower Sackville Street belonged to the Blyth claimants as mentioned above.

The owners of the lessors interest in the said lease of 27th Feby. 1756 and Renewal of 10th Feby 1897 are William Massy Beauchamp of 24 Upper Mallow Street, Limerick, Alexander Davison Orr of 5 Foster Place, Dublin, Solicitor and Mrs. Ethel Mary Archer of Fishponds, Netley Abbey, Hants, the trustees of the Will of Robert Henry Beauchamp deceased. Messrs. Beauchamp & Orr Solicitors Foster Place act for them. Their clients hold 33 and 34 Lower Sackville Street and 1, 2, and 3, Earl Street mentioned above and in addition 31 and 32 Lower Sackville Street, all under a lease dated 31st May 1754 for a term of 50 years with a toties quoties covenant for renewal at the end of each succeeding 31 years until the expiration of 1000 years

from 25th March 1754.

The last Renewal is dated 30th May 1899 and this was from Charles Henry Bulwer Caldwell at a rent of £7 : 7 : 8 sterling, equivalent to £8 Irish. This rent is paid to Messrs. Townshend & Dickinson of 23 South Frederick Street, as Agents for the Caldwell estate.

Messrs. Stephen Gordon & Sons, Solicitors 15 Molesworth Street, Dublin inform us they act for Charles Henry Bulwer Caldwell of Antylstown, Navan who is now the owner of the lessors interest under the last mentioned lease and renewal and that he is owner in fee simple.

The estate of the Blyth claimants is unincumbered.

We have no information as to whether or not the estates of the other parties are incumbered and we do not know whether the persons at present receiving the rents are "Limited" or "Absolute" owners.

1553

Property Losses (Ireland) Committee, 1916.

51 ST. STEPHEN'S GREEN, EAST, DUBLIN.

Claim for Damages caused during the Disturbances on the 24th April, 1916, and following days.

ackd
14/4/16

I ~~We~~ The Right Hon. James Baron Blyth now residing
at 33 Portland Place in the City of London W.
County of London

do hereby solemnly and sincerely declare that on or about the 24th 29th day of April
1916, damage was done to the undermentioned Property, namely:—* 33 Lower

* State
situation of
property
damaged.

Sackville Street and plot of ground in rear
and such damage was occasioned to the best of ~~my~~^{our} belief by** bombardment
or fire resulting therefrom

** Here state
cause of
damage.

And ~~We~~ I further declare that the Property and ~~Articles~~ ^{was} specified on the other side ~~were~~
so destroyed or damaged; that the Cost Price of same ^{is not known to me} ~~was as shown in each case;~~
~~that at the time of the destruction or damage they were respectively of the Values~~
~~specified under the head "Value of Property at time of Destruction or Damage";~~
and that, in consequence of such destruction or damage, claim is hereby made for the
~~cost of rebuilding the premises.~~
~~sums specified under the head "Amount Claimed"; that the Claim is made by me~~
~~on my own behalf + on behalf of my Co-owners of the Lessees interest~~
~~under lease of 20th July 1866 subject to Sublease of~~
~~20th February 1896~~ ^{as}; and that no person is interested in

† Insert
"Owner,"
"Lessee,"
or
"Mortgagee,"
as the case
may be.

the said property except † so far as I know save myself and my Co-
owners and the persons whose interests are specified in the
statement already furnished by our Solicitors to the Secretary
of the above Committee.

† Insert
"myself," or
"ourselves,"
and the names
of Mortgagees,
Mortgages,
Lessors,
Lessees, or
joint owners
(if any).

and that it is not insured by ^{me} or any other person, § except as follows, namely:— I
am informed the tenant under the Sublease of 20th February 1896
has insured his interest as tenant for the above house

§ Strike out
the words
following if
the property is
not insured.

Company, Policy No. for, Amount £ 15.00
and Mrs Bailion has insured in respect of her interest under
the Superior Lease of 10th August 1759 and
the renewal of 21st March 1897 for £ 8.00

And ~~We~~ I make this solemn Declaration conscientiously believing the same to be true, and by
virtue of the provisions of the Statutory Declarations Act, 1835.

Made and subscribed the eighth day of

July, 1916, at 33

Portland Place, W., in the said City
County, London

before me, a Justice of the Peace for the said

City
County, London

Signature
of Claimant
of Claimants

Blyth

R. M. Hole J.P.
Barnet

NOTE—This Claim is to be furnished in duplicate, and should be accompanied by the Policies of Fire Insurance
and the last receipt, in each case, or certified copies of same. When completed it is to be forwarded to the
Secretary of the Committee, 51 St. Steph n's Green, East, Dublin.

PARTICULARS OF THE CLAIM.

(TO BE GIVEN IN DETAIL.)

DESCRIPTION OF PROPERTY DESTROYED OR DAMAGED.	Cost Price.			Value of Property at time of Destruction or Damage.			Value of Salvage.			Amount Claimed		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
The house and premises 33 Lower Sackville Street with plot of ground in rear extending to Earl Street.				not known			nil					
<p>This claim will be satisfied if the house and premises are rebuilt as before in which event claimants will take with the new house. If not rebuilt claimants claim in respect of the following items:-</p> <p>A. The value of Lessee's interest under Lease of 2nd July 1866.</p> <p>B. Indemnity against any liability to rebuild under the Lessee's covenants in that lease.</p> <p>For particulars of the parties interested in this claim and also for the particulars of the other persons interested in the same premises so far as they have as yet been ascertained see statement already lodged with the above Committee by our Solicitors Messrs B' Keeffe & Lynch</p>												
Carried forward,												

Lewers. 33 Co Sockerville.

2nd August,

62

re Lord Blyth's Claim.
No. 1553.

Dear Sirs,

Referring to your letter of the 25th ultimo, I beg to say that the claim in above is being held over till Messrs. Lewers' claim in respect of the same premises is being dealt with.

Yours faithfully,

Secretary.

Messrs. O'Keeffe & Lynch,
30 Molesworth Street.

O'KEEFE & LYNCH,
SOLICITORS.

SIR JOHN LYNCH.
RAYMOND STEPHENSON.

COME FOR DEEDS & OATHS
FOR NEW YORK.
COME FOR OATHS SUPREME COURT.

TELEPHONE No 99.

30, Molesworth Street,
Dublin.

July 25th, 1916.

J. J. Hely Esq.,
Property Losses (Ireland) Committee,
51 Stephens Green, Dublin.

Dear Sir,

re Lord Blyth's Claim

When may we expect to hear from you
as to how your Commissioners have dealt with
the claim which we sent in to you on behalf of
our clients, Lord Blyth, and his co-owners?

Yours faithfully,

[Handwritten signature]

Juste les. + give him y claim.

[Handwritten initials]

28/7/16

*Claim forms recd. 12/7.
for plot of ground at rear of
33 in O'Connell St*

18/7

*Say this the claim in above is being held over
till Messrs Cavers claim in respect of the same premises
is being dealt with*

[Handwritten initials] 1/8/16

O'KEEFE & LYNCH,
SOLICITORS.

SIR JOHN LYNCH.
RAYMOND STEPHENSON.

COME FOR DEEDS & OATHS
FOR NEW YORK.

COME FOR OATHS SUPREME COURT.

TELEPHONE No 99.

Encl.

30, Molesworth Street,
Dublin.

July 10th, 1916.

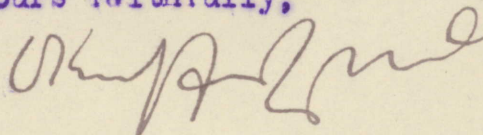
The Secy,
Property Losses (Ireland) Committee,
51 Stephens Green, Dublin

Dear Sir,

re Lord Blyth & Ors.

Referring to previous correspondence and
to our attendance upon you the other day, we now
send you herewith the Statutory Declaration by way of
claim made by Lord Blyth, in the form in which it was
arranged between us it should be made.

Yours faithfully,



Previous copies to be attached.

gnd

11/7/16

No. 1553.

Property Losses (Ireland) Committee, 1916,
51 St. Stephen's Green, E,
Dublin.

28th June, 1916.

Dear Sirs,

re claim of Lord Blyth & Others.

Referring to your letter of the 24th instant. You will see from the form of claim enclosed that particulars regarding the various interests in property the subject of a claim are required to be furnished by claimant, and the Assessors in dealing with the claim will then be in a position to consider the interests of the various parties in submitting their report. It would be desirable that a claim on the prescribed form be furnished on behalf of your clients.

Yours faithfully,

Secretary.

Messrs. O'Keeffe & Lynch,
30 Molesworth Street,
Dublin.

1553

O'KEEFE & LYNCH,
SOLICITORS.

SIR JOHN LYNCH.
RAYMOND STEPHENSON.

COMES FOR DEEDS & OATHS
FOR NEW YORK.

COMES FOR OATHS SUPREME COURT.

TELEPHONE N° 99.

30, Molesworth Street,
Dublin.

June 24th, 1916.

J. J. Healy Esq.,
Property Losses (Ireland) Committee 1916
51 Stephens Green East,
Dublin.

Dear Sir,

We have received your letter of 23rd inst.,
relating to the claim of our clients. Lord Blyth and others.

We must not overlook the fact that there are
important legal doubts as to how far buildings destroyed
under the circumstances of the recent Insurrection would be
held to be covered by covenants to repair etc in leases.

In the present case the form of the covenant
on this subject in the five separate leases, one over the
other, under which the premises are held, is different.
The way in which the several obligations are to be dealt
with under the circumstances is somewhat difficult to deter-
mine.

If it is stated definitely the Commissioners will in their inquiry deal with the destroyed building as if it belonged to a single individual who was owner in fee simple in possession not subject to any incumbrances and that the compensation awarded will only be paid over by the Government for the rebuilding of the premises, this would appear to dispose of all of these difficulties. In that event our only interest would be to see that adequate compensation was awarded for the consolidated interest in the building.

We may add, in this case as the occupier holds under a lease of which there is only a term of 10 years to run he would not in our opinion be the person under the circumstances to protect the superior interests, his individual interest being so limited.

There is the further difficulty that if the compensation awarded is not sufficient to restore the premises, the surplus will have to be made good some way, and that is a matter which in the present case will require very serious consideration. Taking for argument sake the house which has been destroyed would cost £5000 to rebuild and the compensation awarded would only amount to £4000, it

O'KEEFFE & LYNCH,
SOLICITORS.

SIR JOHN LYNCH.
RAYMOND STEPHENSON.

COM² FOR DEEDS & OATHS
FOR NEW YORK.

COM² FOR OATHS SUPREME COURT.

TELEPHONE N^o 99.

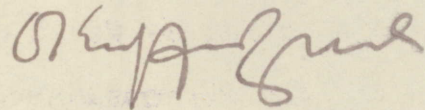
30, Molesworth Street,
Dublin.

would not pay the occupier who has only a lease with 10 years to run, to add £1000 of his own money to complete the rebuilding. This is where the other parties come in even if the house is to be rebuilt.

We may add the occupiers in this case (Lewers & Co) are not in a position to supply the Commissioners with the information as to superior interests which we are in a position to give.

We shall be glad to hear from you further when you have considered these views,

Yours faithfully,



Property Losses (Ireland) Committee, 1916

51 St. Stephen's Green, E,

Dublin.

23rd June, 1916.

Dear Sirs,

I have your letter of the 22nd instant and note that you make a formal claim for compensation for losses incurred on behalf of Lord Blyth and Others.

In the ordinary course the person primarily liable under his lease for the maintenance and upkeep of the premises should apply for compensation in the event of the total or partial destruction during the recent disturbances, and the information he is required to give in his claim will disclose the superior interests in the premises.

Steps will no doubt be taken to ensure that the person to whom the compensation is ultimately made payable fulfils his obligations as to re-instatement of premises.

Yours faithfully,

Secretary.

Messrs. O'Keeffe & Lynch,
30 Molesworth Street,
Dublin.

1553

Property Losses (Ireland) Committee, 1916

51 St. Stephen's Green, E,

Dublin.

23rd June, 1916.

Dear Sirs,

I have your letter of the 22nd instant and note that you make a formal claim for compensation for losses incurred on behalf of Lord Blyth and Others.

In the ordinary course the person primarily liable under his lease for the maintenance and upkeep of the premises should apply for compensation in the event of the total or partial destruction during the recent disturbances, and the information he is required to give in his claim will disclose the superior interests in the premises.

Steps will no doubt be taken to ensure that the person to whom the compensation is ultimately made payable fulfils his obligation as to re-instatement of premises.

Yours faithfully,

Secretary.

Messrs. O'Keeffe & Lynch,

30 Molesworth Street,

Dublin.

O'KEEFE & LYNCH,
SOLICITORS.

SIR JOHN LYNCH.
RAYMOND STEPHENSON.

COMES FOR DEEDS & OATHS
FOR NEW YORK.
COMES FOR OATHS SUPREME COURT.
TELEPHONE No 99.

30, Molesworth Street,
Dublin.

June 22nd, 1916.

James J. Healy Esq.,
51 Stephens Green, Dublin

Dear Sir,

re Dublin Property Losses Commission

We act for Lord Blyth and the representatives of his sister-in-Law who are interested in the house No. 33 Lr Sackville Street, and the plot in rere known as 3 Earl Street which premises have been completely demolished in the recent riots.

Our clients hold these premises under lease dated 2nd July 1866 Francis Elliott & Ors. to Francis Ptk Dunne for 886 years from the 1st June 1866 at a yearly rent of £120, and the lease contains covenants by the lessee which in the case of a fire would oblige the lessee to ^{re}build.

The premises were sub-let by our clients to Mr. Samuel Meyer, now represented by Messrs. Lewers & Co, under a

lease which will expire on 1st January 1929, at a rent of £200.

The letting value of the premises before the recent destruction was over £400 per annum, so our clients have a considerable reversionary interest on the falling in of the existing sub-lease. Our clients havenot got the premises insured. We understand our clients tenants have a partial insurance.

There are a number of superior interests one after the other above our clients, and we shall be glad to know do you wish us to furnish particulars of these so far as we know them?

On behalf of our clients we beg to make a formal claim for compensation for the loss incurred.

To guide us as regards our future action in the matter, we shall feel obliged if you will kindly inform us, will the procedure to be adopted by the Commissioners and the Government be that the Commission will take the building as a whole, that they will consider and report to the Government what sum should be granted as compensation for the destroyed

O'KEEFFE & LYNCH,
SOLICITORS.

SIR JOHN LYNCH.
RAYMOND STEPHENSON.

COMES FOR DEEDS & OATHS
FOR NEW YORK.

COMES FOR OATHS SUPREME COURT.

TELEPHONE N° 99.

30, Molesworth Street,
Dublin.

house, and that the sum so granted shall be only paid by the Government for the restoration of the building upon the plot in Sackville Street. If this procedure is adopted it will no doubt obviate the necessity of the different superior interests (we believe there are 5 one over the other) being considered separately, because by the restoration of the house ^{with} ~~under~~ the compensation to be awarded the owners of the various ^{superior} interests would have their security restored to them, and would be placed in their former position.

We shall be glad to hear from you so as to guide us with reference to our further action in the matter.

If our clients' claims had to be dealt with separately, then the following points would be the subject matter of compensation:-

- (a) The loss of their profit rent of £80 a year
- (b) The loss of the value of the increment in rent which would have fallen in to them on the expiration of the present sub-lease on 1st Jan'y 1929.
- (c) Such liability as it may be held our clients are under, under the covenants to repair in the lease under which they hold.

An early reply will oblige.

Yours faithfully,

