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Charles A. James

REPORTED ON BY COMMITTEE

13 NOV. 1916

Incl Policies as per
claim ret'd.
Jan 26. 217

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17

389

Express Case

On 1st Case

Assessors Report.

30th January 1917

Claim No. 389

Name of Claimant Charles Augustus James

Situation of Property

30 Henry 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	4631:9:9	2,500	2,034	3,150	2,500	650
Landlord's Fixtures	461:0:0	225		340	225	115
TOTALS, £	5092:9:9	2,725	2,034	3,490	2,725	765

Property destroyed by Fire.

Interests in the buildings.

Claimant is Owner in Fee Simple.

Messrs Sprengel Brothers hold Lease of Premises from Claimant, and have made separate Claim (No. 5843). They have no Insurance on the Building.

Charles Augustus James

Award of Committee: Contents

do.

Buildings

3490

WJ

Assessors Report. 6th October 1916

Claim No. **389** Name of Claimant **Charles Augustus James (Gentleman)**

Situation of Property **30 Henry 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	4631:9:9	2500	2034		2500	
Landlord's Fixtures	461:0:0	225			225	
TOTALS, £	5092:9:9	2725	2034		2725	

Property destroyed by Fire. The Loss is in excess of the insurance of £2725.

Interests in the buildings. **Claimant is Owner.**

Messrs Sprengel Brothers hold Lease of Premises from Claimant, and have made separate claim (No.5843). They have no insurance on the Buildings.

No special circumstance ~~is~~ to report as regards under-insurance. Claimant has an insurance of £425 on Rent, but has made no claim for same.

Walter James Esq

Award of Committee: Contents **2725**

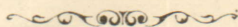
do. Buildings **WM**

REPORTED ON BY COMMITTEE

*2 Messrs H. Sprengel Brothers
and
20/10/16*

15/10

PROPERTY LOSSES (IRELAND) COMMITTEE, 1916.



51 ST. STEPHEN'S GREEN, E.

DUBLIN,

1916.

hw 389 C. A. Jones

Ref. to memo 14 for full enclosure.

JMS

25/11/16

On file 13/11/16

Assessors Report. 6th October 1916

Claim No. 389 Name of Claimant Charles Augustus James (Gentleman)

Situation of Property 30 Henry 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	4631:9:9	2500	2034		2500	
Landlord's Fixtures	461:0:0	225			225	
TOTALS, £	5092:9:9	2725	2034		2725	

Property destroyed by Fire. The Loss is in excess of the insurance of £2725.

Interests in the buildings.

Claimant is Owner.

Messrs Sprengel Brothers hold Lease of Premises from Claimant, and have made separate claim (No.5843). They have no insurance on the Buildings.

No special circumstance ~~is~~ to report as regards under-insurance.

Claimant has an insurance of £425 on Rent, but has made no claim for same.

Walter James & Co

Award of Committee: Contents

do. Buildings

389

John F. Donald,

SOLICITOR.

ENCLOSURE

116, Grafton Street,

(Opposite Trinity College)

COMMS FOR IRELAND,
NEW YORK
AND BRITISH COLUMBIA,
CANADA.

Dublin, 2nd August 1916

TELEPHONE NO 34.

The Secretary,
The Property Losses (Ireland) Committee,
51 Stephens Green.

re: 30 HENRY STREET

Dear Sir,

I now send you in duplicate on behalf of Mr. C. A. James, claim for compensation for the destruction of these premises, to the original of which is attached detailed quantities prepared by Mr. James Mackey and two original policies of insurance. Please acknowledge receipt.

Yours truly,

John F. Donald.
Mr. Montgomery is acting for Mr. James in this case.

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.



Ack'd 9/8/16

389

I Charles Augustus James now residing

at 10 Wellington Place, Marston, in the City of Dublin, County of Dublin,

do hereby solemnly and sincerely declare that on or about the 24th day of April

damage was done to the undermentioned Property, namely:— * the house

and premises No. 30 Henry Street, Dublin, and such damage was occasioned to the best of my belief by ** shelling and fire.

* State situation of property damaged. ** Here state cause of damage.

And I further declare that the Property and Articles specified on the other side were so destroyed or damaged; that the Cost Price of same 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 sums specified under the head "Amount Claimed"; that the Claim is made by me

as† owned; and that no person is interested in

the said property except ‡ myself and Robert Watson Sprengel and Max Joseph Sprengel, who occupied the premises under a lease for me

and that it is not insured by me or any other person, § except as follows, namely:—

Commercial Union Assurance Company,	Policy No. 7812221,	Amount £ 2650
Do.	" " 9096393	" £ 500
" "	" "	" £

And 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 22nd day of August 1916, at 107/10 Grafton Street in the said City, County,

before me, a Justice of the Peace for the said

Signature of Claimant } Charles A. James

City County } Frank S. North Justice of the Peace Dublin

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. Stephen's Green, East, Dublin.

DETAILED CLAIM

-for-

RE-CONSTRUCTION OF PREMISES

No.30 HENRY STREET, DUBLIN

-for-

CHARLES A. JAMES Esq. J.P.T.C.

Measured from Drawings & Specification and
on site

by:-

JAMES MACKEY

Quantity Surveyor, Valuer & Fire Loss Assessor,
58 Dame Street,
Dublin.

July 1916.

PRELIMINARIES, CLEARING SITE &c.

Item	Erect proper hoarding 30 ft. long with return ends and pair of gates in same and take out license and remove on completion.	90/-	4	10	0
Item	Provide all necessary copies of drawings and Specification.	3/3/0	3	3	0
Item	Provide water for the use of the works and pay Corporation charges for same	3/10/-	3	10	0
Item	Take down portions of flank and back walls left standing and remove	£15/-	15	0	0
Item	Provide for excavating in basement and clearing away debris of walls, floors &c. &c. 685 yds Cube @ 3/6		119	17	6
Item	Thoroughly examine drains and overhaul and repair same and leave in perfect order		10	0	0
221	Yds Cube Portland cement concrete or masonry in basement walls and include all labours and cutting &c. (opes not deducted)	27/6	303	17	6
601	Yds Cube Brickwork in mortar in walls chimney breasts and chimney shafts and include all labours to opes arches cutting to gables &c. &c. (no opes deducted)	35/-	1051	15	0
37	Yds Supl. Brick and stud partitions	6/-	11	2	0
55	Yds Supl. Portland cement concrete wall 9" thick and include strong timber casings both sides.	6/-	16	10	0
69	yds Supl. Red brick facing to front including all labour and cutting to arches, sills &c.	3/6	12	1	6
249	Yds Supl. Picked stock facing to back and return building & chimneys and include as last	1/-	12	9	0
Forward £			1563	15	6

		Forward £	1563	15	6
100	Ft.Linl. Granite parapet coping	4/-	20	0	0
	Item Examine and repair concrete floor of basement, hack up defective portions and relay in proper manner 64 yds. @ 6/-		19	4	0
	Item Take up granite paving of footpath and relay	100/-	5	0	0
141	Yds Supl. Portland cement reinforced concrete floor 7" thick at one end and 18" thick at other laid between and over R.S.Joists and include for a layer of expanded metal embedded in same and horsing and centering, price to include for forming chases on walls, piers &c. and tucking in concrete	16/-	112	16	0
65	Ft.Linl. Encasing rolled steel joists in concrete include for expanded metal reinforcement and casing 12" deep x 12" wide				
18	Squares Flooring to shop with 1½" tongued and grooved W.N. flooring laid on 11" x 2" joists and 4½ x 3 plates, bridged every 6 ft and include all cutting and waste and trimming to breasts, stairs piers &c.	4/-	13	0	0
6	Squares Flooring to 1st floor over shop with 1½" T & G. flooring & 11" x 2" joists and 4½ x 3 plates bridged every 6 ft. and include for splayed furring pieces out of 9" x 2" fixed on top of joists to lay floor on slope and for all cutting trimming &c. as last.	£8/10/-	153	0	0
11	Squares Flooring to Auditorium with 1½" T & G. White Norway flooring laid on slope	£9/1/-	54	0	0
		£4/15/-	52	5	0
	Forward £		1993	0	6

Forward £

1993 0 6

nailed to and including splayed sleepers embedded in concrete floor and include for a layer of pitch and tar under same and all cutting and fitting trimming &c.

10 Squares Flooring to 2nd and top floors with 1" White Norway flooring 9" x 2" joists and 4 1/2" x 3" plates and include all cutting filling and trimming

14/0/-

70 0 0

898 Ft Linl. 9" Molded skirting and mitres and grounds and fixing

9d

33 13 6

9 1/2 Squares Roofing with 4 1/2" x 3" plates 5 1/2" x 2" rafters 4 1/2" x 2" collars and ceiling joists 7" x 1 1/2" ridge and 4 1/2" x 1 1/2" suspenders and stretchers all framed together covered with Welsh Bangor slates nailed to 2 1/4" x 1" battens and thorough rendered with double course at eaves and ridges, fireclay ridge tiles and include all trimming and cutting to chimneys gutters &c. &c.

£8/5/-

83 2 6

12 1/2 Squares Roofing over Theatre of 4 1/2" x 3" plates halved and lapped 9" x 1 1/2" joists @ 12" centres bridged every 6 feet and bolted to R.S. joists with 2" x 2" furring pieces on top of same covered with 1" T & G White Norway boarding and patent vulcanite roofing dressed over angle fillets and into walls and with zinc gravel curb at edges, properly flashed with 4 lbs lead and covered with 3" of clean coarse gravel

£13/10/-

168 15 0

forward £

2348 11 6

Stamps £1:17:6

Registered in the Registry of Deeds Dublin at 10 minutes
after 2 o'clock on the 28th day of July 1913
Book 47 No. 70. Geo. Boyd, A.R.

THIS INDENTURE Made the 27th day of June 1913 BETWEEN MARGARET JOSEPHINE RYAN of 118 Rathgar Road in the county of Dublin Widow of the 1st part the said Margaret Josephine RYAN and HARRIET MAUD RYAN of 118 Rathgar Road afsd. Spinster of the second part ADELAIDE ANSONIA BIRRE of No.29 Henry St in the city of Dublin wife of Thomas Byrne of the third part ANNE WHITE of 23 Victoria Road Rathgar in the County of Dublin Married woman of the 4th part CHARLES A. JAMES of Washington Hall Strand Road Merrion in the county of Dublin Esq. Justice of the Peace of the 5th part and ROBERT WATSON SPRENGEL and MAX JOSEPH SPRENGEL of No.30 Henry St in the city of Dublin Merchants of the 6th part WHEREAS Annie Richer and Rosetta Mary Bagnall were at the time of the execution of the Indenture next hereinafter recited possessed of and entitled to the premises No.29 Henry street in the city of Dublin under an Indenture of Lease dated the 3rd day of June 1817 and made between Mountiford John Hay of the one part and Patrick McGrane of the other part for a term of 990 years from the 29th Sepr. 1817 and of certain ancient windows in the rere thereof or eastern or south eastern side of the return building and in the eastern or south eastern wall of the said premises No.29 Henry St Dublin afsd and were also entitled as of right to the rights of light and air then subsisting in respect thereof AND WHEREAS by an Indre. date the 28th day of Janry. 1898 and made between the said Annie Richer and the said Rosetta Bagnall of the one part and Charles A. James of the other part the said Annie Richer and Rosetta Bagnall granted unto the said Charles A. James (who is the owner of the adjoining premises No.30 Henry St Dublin being entitled to the Lessees interest under an Indre of Lease dated the 4th day of March 1817 and made between Samuel Bruce of the one part and Mountiford John Hay of the other part for a term of 999 years from the date thereof) leave and licence to erect a structure as shown in the map endorsed thereon which would obstruct the light and air flowing to a certain ancient window in the eastern or south eastern wall of No. 29 Henry St Dublin for the term of 20 years from the 1st day of Febr. 1898 in consideration of the yearly sum or rent of \$5:5:0 payable in advance by the said Charles A. James to said Annie Richer and Rosetta Bagnall AND WHEREAS all the interest of the said Annie Richer in the said premises No.29 Henry St Dublin afsd and in the said rent of \$5:5:0 payable by the said Charles A. James afterwards became vested in the said Rosetta Mary Bagnall who made her will on the 22nd day of Febr. 1910 whereby she devised and bequeathed all her estate and interest in the said premises No.29 Henry St Dublin to her niece the said Margaret Josephine RYAN and her grand niece the said Harriet Maud RYAN as tenants in common and she appointed the said Margaret Josephine RYAN to be the sole Executrix of her said Will AND WHEREAS the said Rosetta Mary Bagnall died on the 7th day of Fevr. 1910 and Probate of her said Will was on the 21st day of Janry. 1911 granted forth of the Principal Registry of the Kings Bench Division (Probate) of the High Court of Justice in Ireland to the said Margaret Josephine RYAN AND WHEREAS by an Indre. of Lease dated the 2nd day of April 1910 and made between the said Rosetta Bagnall and Annie Richer of the one part and Adeliade Ansonia Repetto of the other part the said Rosetta Bagnall and Annie Richer

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demised the said premises No.29 Henry St.(excepting thereout the rights granted by the said recited Indre of Licence dated the 28th day of Janry. 1898 and the rent payable thereunder by the said Charles A.James to the said Rosetta Bagnall and Annie Richer) unto the said Adelaide Ansonia Repetto for the term of 25 years from the 1st day of April 1910 at the yearly rent of £170 AND WHEREAS the said Adelaide Ansonia Repetto afterwards was married to the said Thomas Byrne And Whereas by Indre of Mortgage dated the 25th day of July 1911 and made between the said Margaret Josephine Ryan of the one part and the said Anne White of the other part the said Margaret Josephine Ryan as personal Rep.of the said Rosetta Mary Bagnall decd. demised the said premises No.29 Henry St Dublin to the said Anne White for the residue of the said term of 990 years except the last day thereof to secure a sum of £350 with interest as therein mentioned And Whereas by an Indre of Lease dated the 2nd day of April 1910 and made between the said Charles A.James of the one part and the said Robert Watson Sprengel and Max Joseph Sprengel of the other part the said Charles A.James demised the said house and premises No.30 Henry St Dublin unto the said Robert Watson Sprengel and Max Joseph Sprengel for the term of 21 years from the 1st day of April 1910 at the yearly rent of £425 AND WHEREAS the said Robert Watson Sprengel and Max Joseph Sprengel have lately made and executed certain works and structural alterations and additions to the said house and premises No.30 Henry St Dublin so that (as alleged by the said Margaret Josephine Ryan Harriet Maud Ryan and Adelaide Ansonia Byrne though not admitted by the said Robert Watson Sprengel and Max Joseph Sprengel) the ancient lights or windows in the rere of No.29 Henry St Dublin and in the eastern south eastern or southern wall of said premises have been interfered with and the free access of light and air thereto (as heretofore) has been materially obstructed AND WHEREAS the said works additions and alterations made and executed by the said Robert Watson Sprengel and Max Joseph Sprengel have been partly erected over the entire top or coping of a wall at the rere of No.29 Henry St which the said Margaret Josephine Ryan and Harriet Maud Ryan claim to be portion of the said premises No.29 Henry St or a party wall which however the said Robert Watson Sprengel and Max Joseph Sprengel do not admit AND WHEREAS for obviating contemplated legal proceedings by the said Margaret Josephine Ryan Harriet Maud Ryan Anne White and Adelaide Ansonia Byrne or any of them for restraining the said Robert Watson Sprengel and Max Joseph Sprengel from erecting and keeping erected the said works and structural alterations and additions to the said house and premises No.30 Henry St Dublin and for fixing the terms on which the consent of the said Margaret Josephine Ryan Anne White Harriet Maud Ryan and Adelaide Ansonia Byrne to the execution and erection and maintenance thereof is hereby intended to be given and to settle all other differences between them the said parties hereto have entered into the agreement hereinafter appearing NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in conson. of the sum of £120 this day paid as to £50 thereof by the said Robert

Watson Sprengel and Max Joseph Sprengel and as to £70 thereof by the said Charles A. James to the said Margaret Josephine Ryan and Harriet Maud Ryan with the consent of the said Anne White and Adelaide Ansonia Byrne (the receipt whereof is hereby acknowledged) the said Anne White as Mortgagees and at the request (hereby testified) of the said Margaret Josephine Ryan and Harriet Maud Ryan and the said Margaret Josephine Ryan as personal Rep. of the said Rosetta Mary Bagnall Decd. and the said Margaret Josephine Ryan Harriet Maud Ryan and Adelaide Ansonia Byrne as beneficial owners according to their respective estates and interests in the said premises No. 29 Henry St Dublin afd. Do and each of them Doth hereby grant release and demise unto the said Charles A. James All their respective rights to the ancient light or window in the basement of the eastern wall of the said premises No. 29 Henry St afd. situate in the parish of St Thomas and city of Dublin and their rights to the free access of light and air thereto and all their respective rights and interests in the said wall whether a party wall or not between 29 and 30 Henry St afd. on the entire top or coping of which the said Robert Watson Sprengel and Max Joseph Sprengel have erected their said new buildings and structures Subject nevertheless to the rights hereinafter reserved to the said Margaret Josephine Ryan and Harriet Maud Ryan in respect of the erection hereafter of any buildings structures or additions at the rear of the said premises 29 Henry St afd and also the said annual sum or rent of £5:5:0 per annum payable by the said Charles A. James under the said recited Licence of the 28th day of Janry. 1898 and the right to receive the said sum or rent of £5:5:0 from the said Charles A. James and all the rights and remedies of the licensors thereunder for receiving and recovering the said annual sum or rent of £5:5:0 or otherwise as therein contain or implied by law To Hold the said respective rights to the ancient light or window in the basement of the eastern wall of the said premises No. 29 Henry St afd. and their rights to the free access of light and air thereto and their rights and interests in the said wall between 29 and 30 Henry St Subject as hereinafter mentioned unto the said Charles A. James his exors admors and assigns for and during the term of 890 years from the date of these presents and To Hold the said sum of five pounds five shillings per annum payable by the said Charles A. James for the balance of the term of 20 years created by the said recited Indre. dated the 29th day of Janry. 1898 To the Intent that the said Charles A. James shall for the residue of the said term be released from all payments of the said annual sum of £5:5:0 under the said recited Licence of the 28th day of Janry. 1898 AND THIS INDENTURE also WITNESSETH that in further pursuance of the said agreement and in conson of the yearly rents of payments hereinafter reserved the said Anne White as Mortgagee at the request of the said Margaret Josephine Ryan and Harriet Maud Ryan and the said Margaret Josephine Ryan as such personal Rep. as afd. and the said Margaret Josephine Ryan Harriet Maud Ryan and Adelaide Ansonia Byrne as beneficial owners according to their several and respective estates and interests in the said premises No. 29 Henry St afd Do and each of them doth hereby grant release and demise unto the said Charles A. James All their respective rights to ancient

lights or windows in the rear of the said premises No. 29 Henry St aforesaid and in the eastern south eastern or southern wall of the said premises and their respective rights to free access of light and air thereto To Hold the same unto the said Charles A. James his exors admors and assigns for the term of 999 years from the date of these presents Yielding and Paying unto the said Margaret Josephine Ryan and Harriet Maud Ryan their exors admors and assigns (with the consent of the said Adelaide Ansonia Byrne testified by her being a party to and executing these presents) the respective rents following that is to say every year until the 1st day of April 1951 the yearly rent of £15 and thereafter during every subsequent year of the said term the yearly rent of one penny (if demanded) such respective rents to be paid without any deduction by equal half yearly payments on the 1st day of April and 1st day of Octr. in every year the 1st half yearly payment thereof to be made on the 1st day of Octr. 1913 AND the said Charles A. James as beneficial owner Doth hereby charge all his estate and interest in the said premises No. 30 Henry St in the parish of St Thomas in the county of the city of Dublin and every part thereof with the payment of the said yearly rents or payments of £15 and one penny respnly. at the times and in manner aforesaid AND THIS INDENTURE also WITNESSETH that the said Charles A. James as beneficial owner doth hereby in pursuance of the said agreement and in conson. of the yearly rents hereinafter reserved grant release and demise unto the said Robert Watson Sprengel and Max Joseph Sprengel ALL his said rights to the ancient light and window in the basement of the eastern wall of the premises No. 29 Henry St and all his said rights to ancient lights or windows in the rear of the said premises No. 29 Henry St and in the eastern or south eastern or southern wall of the said premises and the said rights to free access of light and air thereto (as same have hereinbefore been granted released and demised to him) To Hold the same unto the said Robert Watson Sprengel and Max Joseph Sprengel their exors admors and assigns for the term of 18 years from the 1st day of April last and for such further term as the said Robert Watson Sprengel and Max Joseph Sprengel their exors admors or assigns shall be in possession of the said premises No. 30 Henry St Dublin as tenants of the said Charles A. James his exors admors or assigns or otherwise Yielding and Paying unto the said Charles A. James his exors admors and assigns the respective rents following that is to say every year until the 1st day of April 1951 (when the said recited Lease of said premises No. 30 Henry Street from the said Charles A. James to the said Robert Watson Sprengel and Max Joseph Sprengel will determine by effluxion of time) the yearly rent of £15 and thereafter during every subsequent year that the said Robert Watson Sprengel and Max Joseph Sprengel or their exors admors or assigns shall be in possession of the said premises No. 30 Henry St as such tenants or otherwise as aforesaid the yearly rent of one penny (if demanded) such respective rents to be paid without any deduction by equal half yearly payments on the 1st day of April and 1st day of Octr. in every year the 1st half yearly payment thereof to be made payable on the 1st day of Octr. 1913 AND the said Anne White as Mortgagee at the request of the said

Margaret Josephine Ryan and Harriet Maud Ryan and the said Margaret Josephine Ryan as personal Rep. of Rosetta Bagnall decd. and the said Margaret Josephine Ryan Harriet Maud Ryan and Adelaide Ansonia Byrne as beneficial owners for the consons. afsd. Do and each of them Doth hereby grant unto the said Charles A. James and the said Robert Watson Sprengel and Max Joseph Sprengel and their respective exors admors and assigns leave and licence to erect and keep erected the structures additions and buildings at the rere of No. 30 Henry St and in the Parish of St. Thomas and county of the city of Dublin afsd. whether erected on the entire of the top or coping of the said wall at the rere of 29 Henry St above mentioned or otherwise as shown in the plan or map marked "A" hereto annexed for the said term of 890 from the date of these presents And the said Anne White (so far as relates to her own acts and deeds and the acts and deeds of persons claiming under her) Margaret Josephine Ryan Harriet Maud Ryan and Adelaide Ansonia Byrne Do and each of them Doth hereby covenant with the said Charles A. James and the said Robert Watson Sprengel and Max Joseph Sprengel that none of them the said Anne White Margaret Josephine Ryan Harriet Maud Ryan and Adelaide Ansonia Byrne or the persons claiming under them respily. will by any means seek to restrain or prevent the said Charles A. James or the said Robert Watson Sprengel and Max Joseph Sprengel or the persons claiming under them from erecting and keeping erected the said structures additions and buildings at the rere of no. 30 Henry St in the parish of St Thomas and county of the City of Dublin afsd whether erected on the entire of the top or coping of the said wall at the rere of 29 Henry St or otherwise according to the said plan or map marked "A" hereto annexed or bring any action for damages or institute or promote any legal proceedings in respect thereof but so far as depends on them they the said Anne White at the request of the said Margaret Josephine Ryan and Harriet Maud Ryan Margaret Josephine Ryan Harriet Maud Ryan and Adelaide Ansonia Byrne Do and each of them doth hereby authorise and consent to the erection and execution of the said structures additions and buildings according to the said plan Provided Always and it is hereby agreed and declared that in case the said Margaret Josephine Ryan and Harriet Maud Ryan or either of them or the persons claiming under them respectively shall at any time hereafter desire to erect any structures additions or buildings on or over the yard at the rere of No. 29 Henry St Dublin afsd. as shown on the said plan or map marked "A" hereto annexed then the said Robert Watson Sprengel and Max Joseph Sprengel or any person claiming under them shall not nor shall the said Charles A. James or any person claiming under him make any objection to the erection of such structures additions or buildings on the ground that same would interfere with the light and air in relation to the window in the side wall of the said new buildings of the said Robert Watson Sprengel and Max Joseph Sprengel overlooking the said yard at the rere of and nearest to the said rere of the said premises No. 29 Henry St. and shown on the said plan or map marked "A" hereto annexed and thereon marked x And they the said Robert Watson Sprengel and Max Joseph Sprengel or the persons claiming under them shall not nor shall the said Charles A. James or any person claiming

under him acquire any permanent right to the continuance of such window or light in the said side wall of the said new buildings nearest to the said rear of the premises No.29 Henry St. so as to prevent the said Margaret Josephine Ryan and Harriet Maud Ryan or any person claiming under them respectively from building over the said yard at the rear of the premises No.29 Henry St Dublin subject as in the next clause hereof particularly set forth or exercising any other rights or privileges to which they would have been entitled if the said window in the said new buildings marked x on the said plan had never existed Provided however that any such building to be erected by the said Margaret Josephine Ryan and Harriet Maud Ryan or the persons claiming under them resply. shall not be reconstructed as to height for a distance of seven feet from the present rear wall of the main building of the said premises No.29 Henry St but the said Margaret Josephine Ryan and Harriet Maud Ryan or the persons claiming under them shall be at liberty to erect a roof over any portion of the said yard provided that the said roof over the remaining depths or length of the said yard over and above the seven feet from the present rear wall of the premises No.29 Henry St aforesd. shall not exceed in height the top of the first or shop floor of the said premises 29 Henry St by more than four feet and that no windows shall be made on the side wall of such new building facing the said premises No.30 Henry St aforesd. And further in case the said Margaret Josephine Ryan and Harriet Maud Ryan or either of them their or either of their exors admors or assigns or any person claiming under them resply. shall at any time hereafter erect any buildings structured or additions at the rear of the said premises 29 Henry Street they shall be at liberty to use as a party wall the old dividing wall at the rear of the said premises upon which the said Robert Watson Sprengel and Max Joseph Sprengel have erected part of their said new buildings and the new wall built on same or any wall that may at any time hereafter be substituted therefor resply. Provided always that if in erecting such buildings structures or additions by the said Margaret Josephine Ryan and Harriet Maud Ryan or either of them their or either of their exors admors or assigns or any person claiming under them resply. any injuries shall be caused to the existing buildings structured and additions of the said Robert Watson Sprengel and Max Joseph Sprengel the same shall be made good by the said Margaret Josephine Ryan and Harriet Maud Ryan or either of them their or either of their exors admors or assigns or any person claiming under them resply. AND THIS INDENTURE further WITNESSETH that in consen. of the premises the said Margaret Josephine Ryan as such personal Rep. as aforesd. and the said Margaret Josephine Ryan and Harriet Maud Ryan as beneficial owners covt.with the said Adelaide Ansonia Byrne that so long as they the said Margaret Josephine Ryan and Harriet Maud Ryan or either of them or their respective exors. admors and assigns shall be entitled to receive the said annual payment or rent of £15 under the tenor of this agreement they will allow the said Adelaide Ansonia Byrne the sum of £10 a year off the said rent of £170 reserved by the said Indre of Lease of the 2nd day of April 1910

provided the interest of the lessees in the said lease shall so long continue but not further or otherwise said allowance to run from the 1st day of Janry. 1913 And the said Robert Watson Sprengel and Max Joseph Sprengel hereby jointly and severally covt. with the said Margaret Josephine Ryan and Harriet Maud Ryan that they the said Robert Watson Sprengel and Max Joseph Sprengel or one of them or one of their exors and admors shall pay the costs of the said Margaret Josephine Ryan and Harriet Maud Ryan necessarily and properly incurred in relation to the contemplated legal proceedings for an injunction to restrain the said Robert Watson Sprengel and Max Joseph Sprengel from erecting or keeping erected the structures or buildings complained of including the case to Senr. Counsel and the inspections and report of Mr G.P. Sheridan, Architect and the costs of and incidental to the compromise and this agreement including the settlement of the draft thereof by Counsel the showing of the owners title and the sum of £7:7:0 the costs of the said Adelaide Ansonia Byrne of and incidental to the agreement as between Solicitor and client And it is hereby Certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consen. other than rent exceeds \$500 IN WITNESS whereof the parties afd. have hereunto set their hands and affixed their seals the day and year first herein Written

Signed sealed and delivered by the said
Margaret Josephine Ryan in presence of

Margaret Josephine Ryan (seal)

W. J. Sheridan, Solr.
24 Eustace Street
Dublin

M. Sydney Orr, Solr.
43 & 44 Tr Sackville St
Dublin

Signed sealed and delivered by the said
Margaret Josephine Ryan and Harriet Maud Ryan
in presence of.

Margaret Josephine Ryan (seal)
Harriet M. Ryan (seal)

W. T. Sheridan.

Signed

Signed sealed and delivered by the said

Adelaide Ansonia Byrne in presence of

Adelaide A. Byrne (seal)

W.V. Sedgall, Solr.
6 Westmoreland St.
Dublin

W. T. Sheridan

Signed sealed and delivered by the said

Anne White in presence of

Anne White (seal)

Edward J. Kenny,
Solr.
24 Eustace St. Dublin

Signed sealed and delivered by the said

Charles A. James in presence of

Chas. A. James (seal)

John J. McDonald,
Solr.
116 Grafton St.
Dublin

W.T. Sheridan

Signed sealed and delivered by the said

Robert Watson Sprengel and Max Joseph Sprengel

Robert W. Sprengel (seal)

in presence of

M. Sydney Orr, Solicitor

Max J. Sprengel (seal)

Dated 27th day of June 1913

MARGARET JOSEPHINE RYAN & ORS

- TO -

ROBERT WATSON SPRENGEL and MAX JOSEPH
SPRENGEL Esqrs.

Copy

D E E D
dealing with rights of light and
air of Nos. 29 & 30 Henry St. Dublin

Exhibit "A" referred to
in Declaration of Robert
W. Sprengel made this
3^d day of July 1918
before me

Frank [Signature]

Robt. W. Sprengel.
see page 4

STEWART & ORR,
SOLICITORS,
7 GREAT BRUNSWICK ST.,
DUBLIN.