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5880

P.L. 10/1/5309

George Norton

REPORTED ON BY COMMITTEE

[31 OCT. 1916]

5880

Has this been reported on W

Govt case 2452 A ?

gnd

11/10

Yes. Entry in Register as follows: -

1-5 ~~of~~ Gales Lane. Dealt with by Committee 16/9/16. see 245.

Dealt with under 2452^a 31/10/16

Mr Kennedy

Please see case 2452A

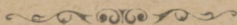
14th Nov

gnd

18/11/16

see
18/11/16

PROPERTY LOSSES (IRELAND) COMMITTEE, 1916.



51 ST. STEPHEN'S GREEN, E.

DUBLIN,

1916.

SIR,

I beg to acknowledge the receipt of your
letter of instant

Your obedient servant,

J. J. HEALY,

Secretary.

835 - £3000
2452

I have claims for re. boy been recd
for. Miss M White in respect of 52 Henry
St. & ^{II} from Miss of C. Farren in respect of
1-5 Coler Lane?

of so quite int. of any value

I enclose here the ones to
Miss Maria White.

No. Clark
Claim 835 is for £3000.

Claim not recd - no parties. tho' apparently
the building claim. Warr 11/10/10

Claim 2452. 52 Henry St: Stock
note (Building claim to follow).

Montgomery
245. claim from C Farren (serv) 1-5 Coler Lane
Stock, glass stock & woodwork £3973. (Hume)

No record of claim for Bldg

Wm. Montgomery & Son
1 FOSTER PLACE,
DUBLIN.

245 11/10/10

Hume 11/10/10

These should be
numbered + have

went 5840 £2161.

And George Oldy Red 21-8.

2079/16

5880

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.

I George Norton now residing
We

at 5 and 55 Henry Street in the City of Dublin County of Munster

do hereby solemnly and sincerely declare that on or about the 24th & 28th day of April

1916, damage was done to the undermentioned Property, namely:—* The Shop

* State situation of property damaged.

houses and premises No 52 Henry Street and Nos 1, 2, 3, 4 & 5
Coles Lane adjoining Henry Street Dublin
and such damage was occasioned to the best of my belief by** Shell fire

** Here state cause of damage.

or burning during the recent disturbances

And I further declare that the Property and Articles specified on the other side were
We 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 Owner in fee simple; and that no person is interested in

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

the said property except † Miss Maria White a lessee of No 52 Henry

St and Pop Christopher & Clara Tasson as lessee of 1, 2, 3, 4

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

and 5 Coles Lane

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

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

to the best of my knowledge unless the said lessee
had some insurances Company, Policy No. _____, Amount £ _____

_____ " " _____, " £ _____

_____ " " _____, " £ _____

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

Made and subscribed the 11th day of

August 1916, at 10 St

Denmark St in the said City, County,

before me, a Justice of the Peace for the said

City County.

Signature of Claimant of Claimants

Geo Norton W. J. Reddy
Justice of Peace
City of 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.

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.
<p>1. Shop house and premises No 52 Henry Street Dublin held in fee simple subject to tenancy of Mrs Maria White (late of 52 Henry Street Dublin) under lease dated 18 July 1898 made by George Westby and Keith H Hallows to said Maria White (in consideration & surrender of a former lease) for term of 99 years from 25 March 1898 at yearly ground rent of £50 less to expend in permanent repairs £300 and to keep insured in sum of £1500 against fire</p>												
<p>2. Shop houses and premises Nos 1, 2, 3, 4 & 5 Cole Lane (adjoining Henry St, Dublin held in fee simple subject to tenancy of Christopher Farrer & Mrs Clara Farrer his wife in reversion under lease dated 9 January 1899 made by George Westby & Keith H Hallows to said Christopher Farrer and Clara Farrer for 150 years from 29 Sept 1898 at (in the event that have happened) £36 yearly ground rent. ^{The house} Carried forward.</p>												

Copy

CHARLES J. REDDY,
SOLICITOR,
35, WESTLAND ROW,
DUBLIN.

5880

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.

I George Norton now residing
at 5 and 55 Henry Street in the City of Dublin Merchant
County Dublin

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

houses and premises nos 52 Henry Street and nos 1, 2, 3, 4 & 5
Boles Lane adjoining Henry Street Dublin
and such damage was occasioned to the best of ^{my} ~~our~~ belief by ** Shell Fire or
burning during the recent disturbances.

* State situation of property damaged.

** Here state cause of damage.

And ^I ~~We~~ 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} ~~us~~
as Owner in fee simple; and that no person is interested in

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

the said property except † Miss Maria White as Lessee of nos 2 Henry
Street and Peps Christopher and Clara Farren as Lessees
of 1 2 3 4 and 5 Boles Lane

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

and that it is not insured by ^{me} ~~us~~ or any other person, § except as follows, namely:—
to the best of my knowledge unless the said Lessees had
same insured

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

Company	Policy No.	Amount £
.....	£
.....	£

And ^I ~~We~~ 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 11th day of

August 1916, at 10 St

Denmark St in the said City,
County Dublin

before me, a Justice of the Peace for the said
City
County.

Signature of Claimant } Geo Norton
of Claimants }

Wm A. Reddy
Justice of the Peace
City of 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.

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.
<p>1. Shop house and premises No. 52 Henry Street Dublin held in fee simple subject to tenancy of Miss Maria White (late of 52 Henry Street Milliner) under Lease dated 18 July 1898 made by George Westby and Keith H. Hallows to said Maria White (in consideration of surrender of a former Lease) for term of 99 years from 25th March 1898 at yearly ground rent of £50 Lessee to expend in permanent repairs £300 and to keep insured in sum of £1500 against fire.</p>												
<p>2. Shops houses and premises Nos 1, 2, 3, 4, and 5 Coles Lane (adjoining Henry St. Dublin held in fee simple subject to tenancy of Christopher Farren and Mrs Clara Farren his wife under Lease in reversion dated 9th January 1899 made by George Westby and Keith H. Hallows to said Christopher Farren and Clara Farren for 150 years from 29th Sept. 1898 at (in the events that have happened)</p>												
<p>Carried forward.</p>												

ENS/2

2578-7

CHARLES J. REDDY.

SOLICITOR.

TELEPHONE DUBLIN. 1879.
KINGSTOWN 114.

35. Westland Row.

Dublin.

In on 2/8/16

16th August 1916.

GEORGE NORTON.
RE 52 HENRY STREET.
RE 1 to 5 COLES LANE.

Losses Committee

Dear Sir,

Referring to the Claim lodged with you on behalf of Mr George Norton, the ground Landlord of above Premises, I enclose you copies letters of the 14th inst. received from Messrs W. Mooney & Son, Solicitor for Miss Whyte, the Lessee of 52 Henry Street, and from Mr M. C. O'Meara, Solicitor for Mr Farren, the Lessee of Nos. 1 to 5 Coles Lane, which give particulars of the Fire Policies covering the premises.

Yours faithfully,

Chas J Reddy

J. J. Healy, Esq.,

See Losses Committee

51 Stephen's Green,

Dublin.

(Copy)

44 Kildare Street,
Dublin.

14th August 1916

C. J. Reddy, Esq.,
35 Westland Row,
Dublin.

FARREN AND NORTON.

Dear Sir,

In reply to yours of the 12th inst. the following are particulars of my Client's Insurances on 1 to 5 Coles Lane:-

Yorkshire Insurance Company.

Policy No.

1230825 (inter alia) In own name Building Store nere

2 and 3 Coles Lane. - £60

Building, 5 Coles Lane - 50

1226025 In name of Mr Norton and Self:-

Building 1 Coles Lane - 500

" 2, 3, & 4 Coles Lane - 600

1210

substantially more than the amount for which Mr Farren covenanted to insure.

The Policies were destroyed in the Fires following the Disturbances but are still in force, and copies have been lodged with the Property Losses Committee.

Yours faithfully,

M. CartanO'Meara.

(Copy)

16 Fleet Street,

Dublin.

14th August 1916

52 HENRY STREET.

Dear Sir,

We act for Miss White. She has claimed that it will take
£2500 to restore premises.

The Policy is with the Hand in Hand Company, No. 367503 for
£1500.

Yours faithfully,

W. Mooney & Son.

C. J. Reddy, Esq.,

35 Westland Row.

CHARLES J. REDDY
SOLICITOR.
TELEPHONE DUBLIN. 1879.
" KINGSTOWN. 114.

C
111
35. Westland Row.
Dublin.
21st August, 1916.

GEORGE NORTON
RE/ 52, HENRY ST. & 5, COLE'S LANE
RE/ PROPERTY LOSSES COMMITTEE

Dear Sir,

Referring to claim which I lodged herein, on behalf of my Client, Mr. George Norton, I send herewith as evidence to the Covenants and reservations, and in support of my Client's claim, copies of the documents mentioned in the memo at foot hereof.

I hold the Original Conveyance, and also the counter-part of the Tenants' Leases.

Yours faithfully,

Chas. J. Reddy

J. J. Healy, Esq.,
Secy. Property Losses (Ireland) Committee, 1916.
51, St. Stephen's Gn.,
Dublin.

MEMORANDUM

Lease dated 18th July 1898 - George Westby and Keith Hamilton
Hallowes to Maria White.

Lease dated 9th January 1899 - George Westby and anor to Christoph
Farran and anor.

Conveyance dated 22nd December 1904 - George Westby and Keith H.
Hallowes 1st part, George Westby 2nd part and George Norton
3rd part.

CM

THIS INDENTURE made the 22nd day of December 1904 BETWEEN GEORGE WESTBY of 189 Lodge Lane Liverpool in the County of Lancaster Physician and Surgeon and KEITH HAMILTON HALLOWS of No. 21, Westland Row in the City of Dublin Solicitor Trustees of the Will and Codicils thereto of the Reverend Henry Humberstone Jones Westby Deceased of the First Part the said GEORGE WESTBY of the second Part and GEORGE NORTON in the City of Dublin China and Glass Merchant of the Third Part WHEREAS the said Reverend Henry Humberstone Jones Westby late of No. 21 Trafalgar Terrace Monkstown in the County of Dublin D. D. deceased being seized in fee simple of the freehold hereditaments hereinafter described and intended to be hereby conveyed made his Will dated the 20th day of May 1880 and thereby appointed the said George Westby and Keith Hamilton Hallows to be Trustees and Executors of his said Will and devised and bequeathed his real freehold and leasehold property (including the said freeholds intended to be hereby conveyed) unto the said Trustees and their heirs upon the trusts therein mentioned and the said Testator thereby authorised and empowered the said Trustees at their discretion to sell or Lease said real freehold or leasehold property or any part thereof and to hold the Proceeds upon the Trusts therein declared AND WHEREAS the said Reverend Henry Humberstone Jones Westby died on the 16th day of August 1887 without having revoked or altered his said Will so far as the same is hereinbefore recited and said Wills and Codicils thereto were on the twentysecond day of September 1887 duly proved in the Principal Registry of the Probate and Matrimonial Division of the High Court of Justice in Ireland and Probate thereof was granted to the said George Westby and Keith Hamilton Hallows as the Executors therein named AND WHEREAS by an Indenture dated the 25th day of June 1890 and expressed to be made between the said George Westby and Keith Hamilton Hallows of the first part Edward James Westby the said George Westby Henry William Westby Ashley John Westby Henrietta Palmer Westby Louisa Crofton Westby and Phoebe Westby Mary Jones Kincaid and Georgina Millar of the second part Eva Hamilton Hallows Keith Hamilton Hallows the younger Henry Hamilton Hallows Brabazon Hamilton Hallows Flora Hamilton Hallows Mildred Hamilton Hallows Leopold Hamilton Hallows Herbert Hamilton Hallows and Gertrude Hamilton Hallows of the third part Mary Georgina Westby Widow of the fourth part and James McGregor Millar and James William Copland of the fifth part the freehold hereditaments hereinafter expressed to be hereby conveyed were (with others) granted unto and to the use of the said James McGregor Millar and James William Copland their heirs and assigns by way of mortgage for securing the payment to the said James McGregor Millar and James William Copland their executors administrators or assigns of the sum of £5700 with interest thereon at the rate and times therein mentioned AND WHEREAS by one other Indenture dated 17th day of November 1891 and made between the said James William Copland of the first part the said Mary Georgina Westby of the second part and William Millar of the third part the said sum of £5700 and interest thereon and the said Mortgaged premises comprised in the said Indenture of 25th June 1890 were respectively assigned assured and transferred to the said James William Copland and William Millar their heirs executors administrators and assigns subject as to the said hereditaments to the equity of redemption subsisting therein AND WHEREAS by an Indenture dated 22nd June 1904 and made between the said James William Copland and William Millar of the one part and the said George Westby (party hereto) of the other part after reciting that the sum of £1293. 11. 3 and no more then remained owing to the said James William Copland and William Millar on the security of the said recited Indenture of 25th June 1890 in consideration of £1293. 11. 3 paid to the said James William Copland and William Millar by the said George Westby the said James William Copland and William Millar assigned

transferred and assured unto the said George Westby his heirs executors administrators and assigns the said sum so remaining due and all interest thereon and the said Mortgaged premises comprised in and granted by the said Indenture of the 25th day of June 1890 subject to the equity of redemption subsisting thereon AND WHEREAS the said George Westby and Keith Hamilton Hallows have agreed with the said George Norton for the sale to him of the hereditaments and premises expressed to be hereby conveyed in fee simple free from Incumbrances for the price of £1745 NOW THIS INDENTURE WITNESSETH that in pursuance of the said recited agreement and in consideration of the sum of £1745 now paid by the said George Norton to the said George Westby and Keith Hamilton Hallows (the payment and receipt of the said sum of £1745 the said George Westby and Keith Hamilton Hallows do hereby acknowledge) the said George Westby as Mortgagee and by the direction of the said George Westby and Keith Hamilton Hallows as Trustees doth hereby grant and the said George Westby and Keith Hamilton Hallows as Trustees and in exercise of the hereinbefore recited power and of every other power enabling them in this behalf do hereby grant appoint and confirm unto the said George Norton and his heirs ALL THAT AND THOSE pieces of ground (portion of the ground now or formerly known as The Bull Park part of the Lordship of St. Mary's Abbey) upon which now stand FIRSTLY ALL THAT the house and premises now known as Number 52 Henry Street in the Parish of St. Mary and City of Dublin and SECONDLY ALL THAT and those the houses and premises known as numbers 1, 2, 3, 4 and 5 Cole's Lane situate in the Parish of St. Mary and City of Dublin TO HOLD the said premises unto and to the use of the said George Norton his heirs and assigns For Ever SUBJECT to the tenancies specified in the First Schedule hereto but discharged from all principal moneys and interest secured by and from all claims under the hereinbefore recited Indenture of the 25th day of June 1890 AND the said George Westby and Keith Hamilton Hallows do hereby acknowledge the right of the said George Norton to production of the Deeds and Documents specified in the Schedule hereto and to delivery of copies thereof.

FIRST SCHEDULE

referred to in foregoing Indenture

	<u>DENOMINATIONS</u>	<u>TENANTS NAMES</u>	<u>GALE DAYS</u>	<u>YEARLY RENT</u>	<u>TENURE OF TENANT.</u>
	City of Dublin Parish of St. Mary			£. S. D.	
1.	House and premises known as No. 52, Henry Street.	Miss Maria White.	25th March and 29th Septr.	50. 0. 0	Lease dated 18th July, 1898 Dr. George Westby and Keith H. Hallows to Maria White for 99 years from 25th March 1898
2.	Houses and premises known as Nos. 1, 2, 3 4 and 5 Cole's Lane.	Christopher Farran and Clara Farran	same	36. 0. 0	Lease dated 9th January 1899 Dr. George Westby and Keith Hamilton Hallows to Christopher Farran and Clara Farran for 150 years from 29th September 1898

SECOND SCHEDULE

referred to in foregoing Indenture

	<u>DATE OF DOCUMENT</u>	<u>PARTIES</u>	<u>NATURE OF DOCUMENT.</u>
1.	25th June, 1890	George Westby and K. H. Hallowes and others to James McGregor Millar and J. W. Copland.	Mortgage
22	17th Novr. 1891	J. W. Copland 1st part, Mrs. M. G. Westby 2nd part William Millar 3rd part.	Appointment of New Trustees of last mentioned Deed.
3.	22nd June 1904	J. W. Copland and William Millar to George Westby.	Transfer of Mortgage

IN WITNESS whereof the parties aforesaid have hereunto set their hands and affixed their seals the day and year first herein written .

SIGNED SEALED and DELIVERED by the said)

GEORGE WESTBY in presence of :-)

J. F. Kempets,)

Master Tailor,)

47, Hale Road, Discard)

Cheshire.)

A. R. Ramsey,)

Master Tailor,)

18, Lord Street,)

Kiverpool)

Westby
GEORGE WESTBY)

(SEAL)

KEITH H. HALLOWES)

(SEAL)

GEO. WESTBY)

(SEAL)

(SEAL).

SIGNED SEALED and DELIVERED by the said)

KEITH HAMILTON HALLOWES in presence of :-)

Joseph Galloway,)

Solr., Dublin.)

Registered in the Registry of Deeds, Dublin at 27 minutes after 12 o'clock on the 24th day of December 1904, Book 94, No. 157.

M^r Lyons, A.R.

DATED 22nd day of DECEMBER, 1904

GEORGE WESTBY and)
KEITH H. HALLOWES) 1st PART
GEORGE WESTBY 2nd "
GEORGE NORTON 3rd "

Copy/

CONVEYANCE.

*Gnd
E.J.L.
J.H.K.*

CHARLES J. REDDY,
SOLICITOR,
85, WESTLAND ROW,
DUBLIN.

Stamps. £3.5s.

THIS INDENTURE made the 9th day of January 1899 BETWEEN GEORGE WESTBY of 189 Lodge
Land Sifton Park Liverpool Physician and Surgeon and KEITH HAMILTON HALLOWES of 21 Westland Row in
the City of Dublin Solicitor (hereinafter called the Lessors) of the one part and CHRISTOPHER FAR-
REN Composer and CLARA FARREN his wife both of number 3 Coles Lane in the City of Dublin (herein-
-after called the Lessees) of the other part WHEREAS the Lessees have proposed that in considerat-
ion of the expenditure hereinafter mentioned the Lessors shall grant them a new lease of the ~~house~~
houses numbers 2.3.4 and 5 Coles Lane for a term of 100 and 50 years subject to the rents and cov-
enants hereinafter mentioned and to take effect from the expiration of a lease dated the 13th day
of July 1844 under which the Lessees are now in possession of said premises which the Lessors have
agreed to do AND WHEREAS for the same consideration the Lessees have proposed that the Lessors
should execute to them a lease of the premises number 1 Coles Lane aforesaid for the same term and
subject to the rent and covenants ~~hereinafter mentioned~~ hereinafter mentioned which the Lessors have
agreed to do WITNESSETH that in consideration of the grant of this lease and of the covenants by
the Lessees they the Lessors do hereby demise unto the Lessees their executors administrators and
assigns ALL THAT the dwelling houses and premises now known as numbers 1.2.3.4. and 5 Coles Lane
in the Parish of Saint Mary and City of Dublin with all and singular the rights ways easements pas-
-sages privileges and appendances and appurtenances thereunto belonging TO HOLD the premises here-
inbefore expressed to be hereby demised with the appurtenances unto the Lessees their executors
administrators and assigns for the term of 150 years computed from the ~~25th~~ 29th day of September
1898 but subject as to the premises numbers 2.3.4 and 5 Coles Lane to the existing Lease thereof
dated the 13th day of ~~30th~~ July 1844 and made BETWEEN the REVEREND HENRY H ~~&~~ WESTBY of the one
part and HENRY O'BRIEN of the other part YIELDING AND PAYING therefor ~~and~~ for the 1st year of said
term the yearly rent of 1 penny sterling and for and during the next following four and a half yrs
of said term the yearly rent of £8. sterling and for and during the remainder of said term the
yearly rent of £36. sterling to be paid by two even and equal half yearly payments on every 25th
day of March and 29th day of September in every year during the continuance of this demise clear
rent over and above all and all manner of taxes rates assessments and outgoings ordinary or extra-
ordinary taxed charged or imposed or which at any time hereafter shall be taxed charged or imposed
on the said hereby demised premises or any part thereof or upon the landlord tenant or occupier

in respect thereof by Act of Parliament or otherwise howsoever (Quit Rent Crown Rent Landlord's proportion of Poor's rate and income tax only excepted) the first half yearly payment of the said rent to be made on the 25th day of March 1899 And if it shall so happen that the said reserved yearly rent or any part thereof shall be in arrear or unpaid for or by the space of 21 days next after any day or either of the said days whereon the same is appointed to be paid as aforesaid that then and so often as it shall so happen it shall and may be lawful to and for the said Lessors in-
hereby
to the said-demised premises or any part thereof to enter and distrain and the distress and dis-
tresses then and there found to take lead drive and carry away and impound and thereof to dispose
according to law for satisfaction of said rent and all arrears thereof and costs of distraining
for the same And the Lessees do hereby for themselves their executors administrators and assigns
covenant with the Lessors that they the Lessees their executors administrators and assigns will
during the term hereby granted pay unto the said Lessors their executors administrators and assign^s
the said reserved yearly rents of one penny 28. and 236. at the times hereinbefore mentioned and
appointed for the payment thereof clear of all deductions rates and taxes whatsoever save as afore-
-said and will pay as they severally shall become due all existing and future taxes rates assess-
ments and outgoings now or hereafter to be charged upon the said premises or upon the landlord ten-
-ant or occupier in respect thereof or in anywise payable in respect of the said premises or the
occupation thereof except as aforesaid AND FURTHER that they the said Lessees their executors ad-
ministrators or assigns will within 18 calendar months from the date hereof lay out and expend on
said demised premises in good and permanent buildings and improvements the full sum of £855. ster-
ling to be laid out as to the sum of £605. in rebuilding number 1 Coles Lane aforesaid in accord-
ance with the plans and specification of MR WILLIAM MILLER dated the 28th day of June 1898 and the
balance of £250. to be laid out in repairing and improving numbers 2. 3. 4 and 5 Coles Lane afore-
said all said expenditure to be approved of and vouched to the satisfaction of Messrs Millar and
Synes Architects on behalf of the said Lessors and to be executed in compliance with all the build-
-ing and Sanitary regulations of the Dublin Corporation at the Lessees expense or in default there-
-of that they the said Lessees their executors administrators or assigns shall immediately upon
the expiration of the said period of 18 Calendar months from the date hereof forfeit and pay unto
the said Lessors said sum of £855. sterling together with legal interest for the same from the day

upon which the same shall become payable until the same shall be paid such sum of £855. sterling to be recovered and recoverable by distress action at law or otherwise in manner as the rent hereby reserved is made recoverable AND FURTHER that they the said Lessees their executors administrators or assigns shall and will before the expiration of one month from the date hereof insure or cause to be insured the said dwelling houses and premises in the Hand in Hand Insurance Society or some other Society to be approved of by the said Lessors their executors administrators and assigns in the names of them the said Lessees and the said Lessors and during the continuance of ~~the~~ this demise keep the same so insured therein in the sum of £1000. sterling from and against any accidents or damage by fire and produce the receipt or voucher for the payment of the premium for such Insurance on demand of the said Lessors their executors administrators or assigns or to his or their agent or agents and in default thereof that it shall and may be lawful for the said Lessors to effect such Insurance and to add the premiums payable in respect thereof to the rent hereby reserved and enforce payment thereof in manner and by the ways and means by which said reserved rent is made recoverable AND IT IS HEREBY AGREED and declared that all moneys which shall or may be recovered by virtue of any such policy or policies of Insurance which shall be effected in manner ~~as~~ and for the purpose aforesaid shall with all practicable speed after same shall have been recovered be applied to the rebuilding or complete repairing and restoring of the said houses and premises and not to any other purpose and that the said Lessees their executors administrators and assigns shall and will from time to time and at all times during the continuance of this demise well and sufficiently preserve maintain and keep the said hereby demised premises with the appurtenances and all buildings and improvements now made and hereafter to be made thereupon during the continuance of this demise in good and sufficient tenantable order repair and condition AND at the end or other sooner determination of this demise shall and will so yield up the quiet and peaceable possession thereof unto the said Lessors their executors administrators or assigns AND ALSO will permit the said Lessors their executors administrators or assigns or their agent with or without workmen or others twice in every year during the said term at convenient hours in the day to enter into and upon the said demised premises and view and examine the state and condition thereof and of all such decays defects and wants of reparation as shall be then and there found to give to the said Lessees notice in writing to repair and amended the same within 6 calendar months then next ~~the~~

following within which time the said Lessees will repair and amend the same accordingly PROVIDED ALWAYS that if the said rent or any part thereof shall not be paid when and as the same shall become due it shall and may be lawful for the said Lessors their executors administrators or assigns although no formal demand shall have been made requiring payment of such rent and whether there shall or shall not be sufficient distress on the said demised premises and without resorting to such distress or to any other remedy for the recovery of said rent into the said demised premises to re-enter and the same to have again re-possess and enjoy as in their or his former estate any-^{herin} thing contained to the contrary notwithstanding AND the Lessors hereby covenants with the said Lessees their executors administrators and assigns that the Lessees their executors administrators and assigns paying the said rents and other moneys hereby reserved at the time and in manner aforesaid and well and truly performing fulfilling observing and keeping all and every the covenants and conditions herein contained which on his their or any of their part or parts are or ought to be paid rendered observed and performed shall and may subject and without prejudice to the proviso for re-entry hereinbefore contained peaceably hold and enjoy the said premises hereby demised for and during all the term or estate hereby granted without any molestation of or by the Lessors their executors administrators or assigns or any person or persons lawfully claiming or to claim by from or under him them or any of them IN WITNESS whereof the parties aforesaid have hereunto set their hands and affixed their seals the day and year first herein written.

SIGNED SEALED and DELIVERED by the said George Westby in presence of

Wm. Bonnet

Gentl. 208 Lodge Lane,
Liverpool.

Signed Sealed and Delivered by said Keith Hamilton Hallows in presence of

Joseph Galloway,

Solr. Dublin.

GEO WESTBY

KEITH H HALLOWES

CHRISTOPHER FARREN

CLARA FARREN.

Signed Sealed and Delivered by the said
Christopher Farren and Clara Farren in
presence of

18. Joyce, Solr.

32 York Street, Dublin.

Frederick H. Bermingham

20 Upper Ormond Quay,

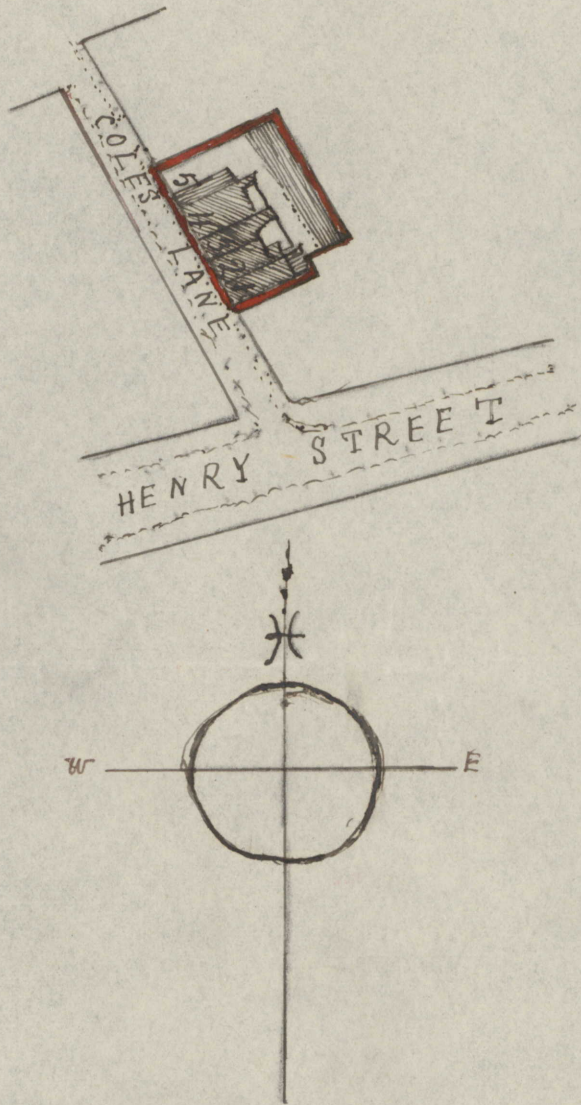
Dublin.

Registered in the Registry of Deeds, Dublin, at 59 minutes after 2 o'clock on the 17th day of
January 1899, Book 5. No. 27.

F. A. Manning.

A. R.

Map of Premises referred to.



Scale - Five Feet to one Statute Mile.

Dated 9th day of January 1899.

GEORGE WESTBY ESQ. & ANOR.

- to -

CHRISTOPHER FARREN & ANOR.

Copy/

L E A S E.

- of -

Premises situate in Coles Lane in
the City of Dublin.
Nos 1. 2. 3. 4 & 5.

Registry of Deeds stamp.

*Copy
1899*

CHARLES J. REDDY,
SOLICITOR,
25, WESTLAND ROW,
DUBLIN.

stamps 15/-.

THIS INDENTURE made the 18th day of July 1898 BETWEEN GEORGE WESTBY of 189 Lodge Lane Sefton Park Liverpool Physician and Surgeon and KEITH HAMILTON HALLOWES of 21 Westland Row in the City of Dublin Solicitor (hereinafter called the Lessors) of the one part and MARIA WHITE of 52 Henry Street in the City of Dublin Milliner (hereinafter called the Lessee) of the other part WHEREAS the Lessee has agreed ~~to~~ with the Lessors to surrender the existing ~~&&&&~~ Lease of the premises hereinafter described and take a new Lease thereof at the yearly rent of £50. and lay out and expend in permanent improvements and repairs the full sum of £300. and to enter into such other covenants as are hereinafter contained NOW THIS INDENTURE WITNESSETH that in consideration of the said agreement and the surrender of a former lease of the premises dated the 7th day of May 1838 and made between HENRY CHRISTMAS CASH of the one part and JOHN EIFFE of the other part and of the rents and covenants hereinafter reserved and contained the said Lessors ~~has~~ hereby demise unto the Lessee her executors administrators and assigns ALL THAT the house and Premises now known as No. 52 Henry Street situate on the North side of said Street in the Parish of St. MARY and City of Dublin as more particularly delineated on the Map or plan hereon endorsed with all and singular the rights ways easements passages privileges appendances and appurtenances thereunto belonging TO HAVE AND TO HOLD the hereby granted and demised premises with the appurtenances unto the Lessee her executors administrators and assigns for and during the full term ~~and~~ time and space of 99 years to be computed from the 25th day of March 1898 the said Lessee her executors administrators and assigns YIELDING AND PAYING therefor and thereout yearly and every year during the said term ~~with~~ ^{unto} the said Lessors their heirs and assigns the yearly rent or sum of £50. sterling the same to be paid by two even and equal half yearly payments on every 25th day of March and 29th day of September in cash and every year during the continuance of this demise clear rent over and above all and all manner of taxes rates assessments and outgoings ordinary or extraordinary taxed charged or imposed on the said hereby demised premises or any part thereof or upon the landlord tenant or occupier in respect thereof by Act of Parliament or otherwise howsoever (Quit rent and Crown rent and landlord's proportion of Poores rate and Income Tax only excepted) the first payment of the said rent to be made on the 29th day of September 1898 And if it shall happen that the said reserved yearly rent or any part thereof shall be in arrear or unpaid for or by the space of 21 days next after any or either of the said days whereon the same is appointed.

to be paid as aforesaid that then and so often as it shall so happen it shall and may be lawful
to and for the said lessors their heirs administrators and assigns into the said hereby devised pre-
mises or any part thereof to enter and distrain and the distresses and distresses then and there
found to take lead carry away and impound and thereof to dispose according to law for sat-
isfaction of said rent and all arrears thereof and costs of distraining for the same AND the
said Lessee doth hereby for herself her heirs administrators and assigns covenant with
with the said lessors their heirs and assigns that she the said Lessee her executors adminis-
trators and assigns will during the term hereby granted pay unto the said lessors their heirs
and assigns the said reserved yearly rent of £50. sterling at the times hereinafore mentioned
and appointed for for the payment thereof clear of all deductions whatsoever save as aforesaid
and will pay as they severally shall become due all existing and future taxes rates assessments
and outgoings now or hereafter to be charged upon the said premises or upon the landlord tenant
or occupier in respect thereof or in anywise payable in respect of the said premises or the oc-
cupation thereof except as aforesaid AND FURTHER she that she the said Lessee her executors ad-
ministrators or assigns will within 12 calendar months from the date hereof lay out and expend
upon said devised premises in good and permanent improvements and repairs the full sum of £300.
sterling in accordance with the specification already submitted by the said Lessee to the sat-
isfaction of the said lessors their heirs or assigns or their agent or agents for the time being
being or in default thereof that she the said Lessee her executors administrators or assigns
shall immediately upon the expiration of the said period of 12 calendar months from the date of
hereof forfeit and pay unto the said lessors their heirs and assigns said sum of £300. ster-
ling together with legal interest for the same from the day upon which the same shall become
payable until the same shall be paid such sum of £300. sterling to be recovered and recov-
erable by distress action at law or otherwise in manner as the rent hereby reserved is made re-
coverable AND FURTHER that she the said Lessee her executors administrators or assigns shall be
and will before the expiration of one month from the date hereof insure or cause to be insured
the said dwelling house and premises in the Hand in Hand Insurance Society or some other Soci-
ety to be approved of by the said lessors their heirs or assigns in the name of them the said
Lessors and the said lessors and during the continuance of this demise keep the same so insured

therein in the sum of \$1,500. sterling from and against any accident or damage by fire and produce the receipt or voucher for the payment of the premium for such Insurance on demand of the said Lessors their heirs or assigns or to his or their agent or agents and in default thereof that it shall and may be lawful for the said Lessors their heirs or assigns to effect such Insurance and to add the premiums payable in respect thereof to the rent hereby reserved and in force payment thereof in manner and by the ways and means by which said reserved rent is made recoverable AND IT IS HEREBY AGREED and declared that all moneys which shall or may be recovered by virtue of any such policy or policies of Insurance which shall be effected in manner and for the purpose aforesaid shall with all practicable speed after same shall have been recovered be applied to the rebuilding or complete repairing and restoring of the said house and premises and not to any other purpose and that the said Lessee her executors administrators and assigns shall and will from time to time and at all times during the continuance of this demise well and sufficiently preserve maintain and keep the said hereby demised premises with the appurtenances and all buildings and improvements now made and hereafter to be made thereupon during the continuance of this demise in good and sufficient tenantable order repair and condition And at the end or other sooner determination of this demise shall and will so yield up the quiet and peaceable possession thereof unto the said Lessors their heirs or assigns AND ALSO will permit the said Lessors their heirs or assigns or their agent with or without workmen or others twice in every year during the said term at convenient hours in the day to enter into and upon the said demised premises and view and examine the state and condition thereof and of all such decays and defects and wants of reparation as shall be then and there found to give to the said Lessee notice in writing to repair and amend the same within 6 calendar months then next following within which time the said Lessee will repair and amend the same accordingly AND IT IS HEREBY FURTHER DECLARED and agreed upon by and between the said parties hereto that in case any person or persons who shall inhabit or dwell in said demised dwelling house and premises or occupy the same shall there use or follow the trade or business of Tallow Chandler Melter of Tallow Soap boiler, Tobacco pipe maker, sugar boiler, baker, Cook burner, Distiller, butcher, Slaughter man, Founder, tanner, tin-worker, pewterer or brazier or any or either of them without the consent of the said Lessors their heirs or assigns first had in writing under their or his hands that then and in such case the

said demised premises shall be subject to a further increased rent of £10. sterling for each and every week that such trade or business as aforesaid or any of them shall be there used or exercised and to be recovered and recoverable as the said reserved yearly rent is recoverable PROVIDED ALWAYS that if the said rent or any part thereof shall not be paid when and as the same shall become due it shall and may be lawful for the said Lessors their heirs or assigns although no formal demand shall have been made requiring payment of such rent and whether there shall or shall not be found sufficient distress on the said premises and without resorting to such distress or to any other remedy for the recovery of the said rent into the said demised premises to reenter and the same to have again repossess and enjoy as in their or his former estate anything herein contained to the contrary notwithstanding And the said Lessors do hereby covenant with the said Lessee her executors administrators and assigns that the said Lessee her executors administrators and assigns paying and rendering the rent and other moneys hereby reserved at the time on in manner aforesaid and well and truly performing fulfilling and keeping all and every the covenants and agreements herein contained which on her their or any of their part or parts are or ought to be paid rendered and performed shall and may peaceably hold and enjoy the said premises hereby demised for and during all the term or estate hereby granted without any molestation of or by the said Lessors their heirs or assigns or any person or persons lawfully claiming or to claim by from or under him their or any of them IN WITNESS whereof the parties aforesaid have hereunto set their hands and affixed their seals the day and year first herein WRITTEN.

SIGNED SEALED and DELIVERED by the said GEORGE Westby in presence of
 Wm. Bennet,
 208 Lodge Lane, Liverpool.

GEO WESTBY
 KEITH H HALLOWES

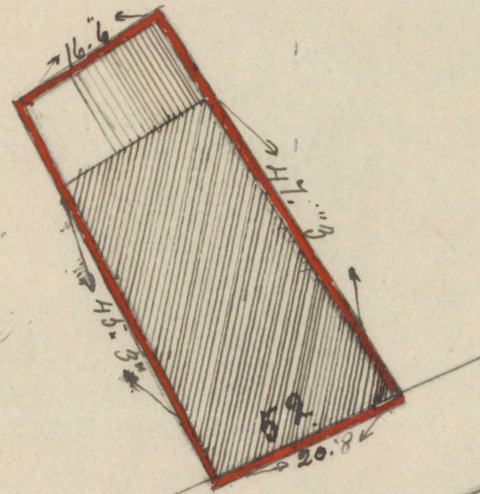
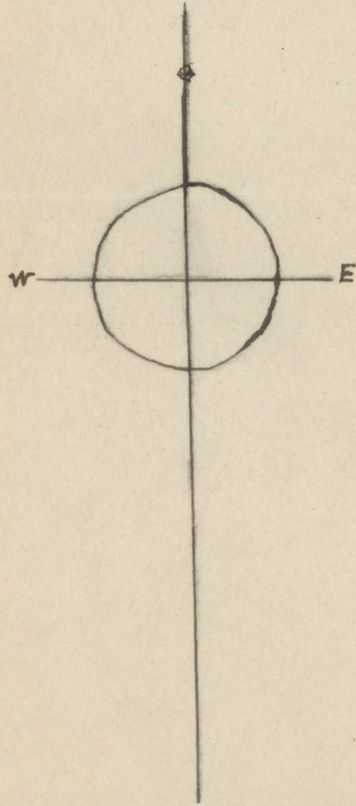
Signed Sealed and Delivered by the said Keith Hamilton Hallows in presence of
 Thomas Donoghoe,
 28 Sth. Anne Street, Dublin,
 Clerk to Messrs Hallows & Hamilton, Solrs.
 Joseph Galloway, Solr, Dublin.

MARIA WHITE.

Signed Sealed and Delivered by the said Maria White in presence of
 John McPadden
 Apprentice to T. Falls, Solicitor,
 3 Synnot Place.
 Joseph Galloway Solicitor, Dublin.

Map referred to in the within Lease
City of Dublin.

Scale 21.12 Feet to One Statute Mile.



HENRY STREET

Dated 18th day of July 1898.

GEORGE WESTBY and
Holloway
KEITH H HAMILTON.

- to -

MARIA WHITE.

Copy/

L E A S E

- of -

Premises No. 52 Henry Street,
in the City of Dublin.

Registered 21st July 1898

B 52. No. 85.

*lkd
HK
68/12*

CHARLES J. REDDY,
SOLICITOR,
35, WESTLAND ROW
DUBLIN.

CHARLES J. REDDY

SOLICITOR.

TELEPHONE DUBLIN. 1879.

KINGSTOWN, 114

24 AUG 1916

ENS/

2578
35. Westland Row. 5880

Dublin.

11th August 1916

GEORGE NORTON.
RE 52 HENRY STREET, and
1, 2, 3, 4, 5, COLES LANE CLAIM.

Dear Sir,

Herewith you have Claim in duplicate of Mr George Norton in respect of the above Buildings. Later on I shall send you as secondary evidence copies of the Conveyance to Mr Norton and of the Leases made to his Tenants.

Yours faithfully,

The Secretary,
Property Losses Committee,
51 Stephen's Green,
Dublin.

