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720

The Rev Jas. P. Rushe C.C.

REPORTED ON BY COMMITTEE.

 FEB. 1917

ENC.

Telegraphic & Cable Address: "AWAKE, DUBLIN."

Marconi Code.

Phone No 3182.

THOMAS J. MACGRATH,
SOLICITOR
AND
LAND AGENT.

Public Notary.

Commissioner for Oaths, Ireland

COMMISSIONER FOR
NEW YORK,

MISSOURI, ILLINOIS & CALIFORNIA.

15, Kildare Street,
Dublin, 20th Novr: 1916.

CLAIM NO 720

Reverend James P. Rushe

Dear Sir:-

to Home 4¹⁰/₁₆

Informed accdly 11/21¹¹/₁₆

I shall thank you to let me know

when you expect the above claim will be
dealt with.

Yours truly,

Thomas J. MacGrath

The Secretary,
Property Losses (Ireland) Committee
51, St Stephen's Green. Dublin.

ENC.

Telegraphic & Cable Address: "AWAKE, DUBLIN."

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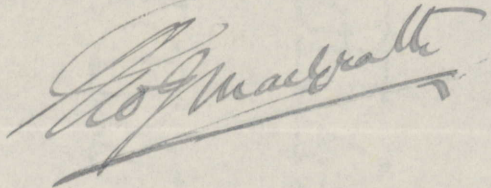
15, Kildare Street.
Dublin. 21st Septr: 19 16

Claim No 720 Revd. J.P. Rushe

Dear Sir:-

I am in receipt of your letter of yesterday's date in reference to the above Claim, which I have communicated to the Reverend James P. Rushe.

Yours truly,



The Secretary,
Property Losses (Ireland) Comte 1916,
51, St Stephen's Green, Dublin.

20th Septr.

Claim No.720.

Revd. J.P.Rushe.

Dear Sir,

In reply to your letter of the 14th instant, I beg to say that claim for losses of customers goods in Messrs Thomas and Sealy Byers and Walkers premises were held over till they all could be dealt with together. The Committee hope to be in a position to take up these cases shortly.

Yours faithfully,

Secretary.

Thomas J. MacGrath
15 Kildares Street.

720

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AND
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Commissioner for Oaths, Ireland

COMMISSIONER FOR

NEW YORK,

MISSOURI, ILLINOIS & CALIFORNIA.

15, Kildare Street,
Dublin, 14th Sept: 1916

720

Dear Sir:-

A claim was sent in on behalf of
the Reverend James P. Rushe on the 15th
day of July last in respect of loss incurred
by him during the disturbances in April
last. I shall thank you to let me know
when you expect this claim shall be dealt
with.

Yours truly,

720

Rev. J. P. Rushe

The Secretary,
Property Losses Ireland Committee 1916
51 St Stephen's Green Dublin.

What does this stand for?
gnd

1919

Reply that ~~is~~ cl. for loss of ~~certificates~~ books ~~to~~ Thomas Hurley &
Sealy. Books of all sides ~~to~~ be handed over
to the committee ~~to~~ be used in case of war with together. The
committee ~~to~~ be in a
position to take up ~~the~~ ~~case~~ ~~of~~ ~~the~~ ~~committee~~.

Rev. J. P. Rushe.

Sealy, Bryers & Walker Case.

Recd. 20. 7. 16. £65. 0. 0

gnd
1919

Assessors Report.

26th January 1917

Claim No. 720 Name of Claimant The Rev James P. Rushe., C. C.,

Situation of Property S e e B e l o w

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
Royalty on Book "The Second Thebaid"	65: 0: 0	N i l		40: 0: 0		
TOTALS, £	65: 0: 0	N i l		40: 0: 0		

Destroyed by fire at Messrs Thom's Premises, Middle Abbey Street, Dublin.

~~Interests in the buildings.~~ Claimant is Author of the Book and Owner of the Copyright. By Agreement dated June 1903 the Publishers were to take the entire Proceeds of the sale of 400 Copies to indemnify them for the cost of production. Claimant was then entitled to a Royalty of Two Shillings & Six Pence on each Copy of the remaining 500 when sold. Practically all the Publishers' Copies had been sold, but the sale was slow; it having taken over ten years to dispose of them, and the Copies in which Claimant had an Interest were still on hand at the date of fire. It is possible that Claimant would have eventually been able to arrange for the disposal of the 500 Copies, but it must be assumed that it would take as long to dispose of them as it did to sell the first lot.

This case is, we think, of the nature of a Consequential Loss, but if it is decided to make a payment we consider £40 : 0 : 0 would be full compensation.

Award of Committee: Contents £40 WJ

do. Buildings

Walter James Coy

REPORTED ON BY COMMITTEE.

5 FEB. 1917

Assessors Report.

26th January 1917

Claim No. 720 Name of Claimant The Rev James P. Rushe., C. C.,

Situation of Property S e e B e l o w

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Award of Committee: Contents *Walter James Boy*
do. Buildings

Assessors Report.

26th January 1917

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Situation of Property S e e B e l o w

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TOTALS, £	65: 0: 0	N i l		40: 0: 0		

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Award of Committee: Contents

do. Buildings

Walter James Long

Assessors Report.

26th January 1917

Claim No. 7 2 0 Name of Claimant The Rev James P. Rushe., C. C.,

Situation of Property S e e R e l o w

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
Royalty on Book "The Second Thebaid"	65: 0: 0	N 1 1		40: 0: 0		
TOTALS, £	65: 0: 0	N 1 1		40: 0: 0		

Destroyed by fire at Messrs Thom's Premises, Middle Abbey Street, Dublin.

~~Interests in the buildings.~~ Claimant is Author of the Book and Owner of the Copyright. By Agreement dated June 1903 the Publishers were to take the entire Proceeds of the sale of 400 Copies to indemnify them for the cost of production. Claimant was then entitled to a Royalty of Two Shillings & Six Pence on each Copy of the remaining 500 when sold. Practically all the Publishers' Copies had been sold, but the sale was slow, it having taken over ten years to dispose of them, and the Copies in which Claimant had an Interest were still on hand at the date of fire. It is possible that Claimant would have eventually been able to arrange for the disposal of the 500 Copies, but it must be assumed that it would take as long to dispose of them as it did to sell the first lot.

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Award of Committee: Contents

do.

Buildings

Walter James Boy

Assessors Report.

26th January 1917

Claim No. 720 Name of Claimant The Rev James P. Rushe., C. C.,

Situation of Property See Below

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
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Award of Committee: Contents *Walter James Deacy*
do. Buildings

Memorandum of Letters and Documents: Confirming the points in the Statement submitted to Messrs. Walter Hume & Co. by the Rev. James P. Rushe, St. Mary's, Morehampton Road, Dublin.

(20th. Dec., 1916)

1. Re Claim being based not on "possible Royalty resulting from future Sales; but on actual loss sustained."

(a) Extract from my Letter to the Secretary "Dublin Fire and Property Losses Association," 12, College Green, Dublin. Dated the 16th of May, 1916:--

"The Sales of such a book are invariably slow; but it was always my intention to take over the entire Stock from the Publishers, convinced that I could dispose of it far more advantageously myself, having had satisfactory experience in this respect. I had actually made an offer to the Publishers some time ago with this object in view; but they could not then see their way to accept the terms proposed. Meanwhile, I was summoned abroad to undertake duties necessitating a prolonged sojourn in Rome, and preventing me taking any further steps in the matter down to the date of the destruction of the property in question. I beg, therefore, to submit my claim for compensation in the sum of £65, as covering my personal loss owing to the destruction of 500 unsold copies of my book which Messrs. Sealy, Bryers & Walker had in stock in their Abbey Street Premises at the date of the fire there a few weeks ago." (Note:-- I understood that this claim would duly be submitted by the Secretary to the Property Losses --Ireland--Committee, as per formal notification received from same, 17th May, 1916)

(b) Extract from my Letter (dated 4th of July, 1916) to T.J. MacGrath, Esq., Solicitor, 15, Kildare Street, Dublin, containing

my instructions to him as to the filling in of the Form of Claim, which I had signed in his presence as Commissioner for Oaths; when he had kindly undertaken to see, after consultation with a professional friend, that the Claim should be so worded on the Form as to meet the requirements of the case;--

"Hence, I felt justified in basing my claim for the personal loss incurred, and not covered by any Policy of Insurance, on the amount of the royalties to which I should have been entitled in the event of those 500 being sold by the publishers; and as representing the lowest value of the stock to me at the date of the fire in question. For, alternatively, I was given the option of purchasing Messrs. Sealy, Bryers & Walker's interest, as Publishers, in the same stock; and then I should have been free to dispose of those 500 copies to my own exclusive advantage. Having had satisfactory experience, in this respect, on a former occasion, it was always my intention --of which I hold written proof-- to take over the stock, by purchase, as soon as circumstances would permit; and this I explained when submitting my claim for compensation in the first instance."

2. Re estimate of monetary value of my personal interest in the property destroyed, as suggested by the Royalty specified.

(a) Extract from the same letter to the Secretary, "Dublin Fire and Property Losses Association," quoted above:--

"Their latest return of Sales, furnished to me, showed that over five hundred copies of the original edition still remained in stock; my personal interest in the same amounting to £65 --sixty five ~~95~~ pounds sterling. For, although Messrs. Sealy, Bryers & Walker printed and published this work at their own risk, the terms of our

Agreement allowed me a Royalty of two shillings and sixpence on each copy sold: the published price being seven shillings and sixpence per copy, net."

(b) Extract from Letter of Messrs. Sealy, Bryers & Walker -- dated, the 19th of September, 1913: "We respectfully beg to say, we have the following in stock of "A Second Thebaid:" viz.--44 bound copies; 500 in sheets."

(c) Extract from their Letter of the 15th of May, 1916: "We regret to say that all bound and sheet stock of your book was destroyed by fire during the recent riots."

(d) Extract from Agreement, dated 7th of June, 1903: "We to take entire proceeds of the sale of 400 copies to indemnify ourselves for the cost of production.....To allow you a Royalty of 2/6 on each of the remaining 500 when sold.....You to retain the Copyright."

(e) Extract from my letter of instructions to Mr. MacGrath, who had suggested the expediency of my ^{increasing} the claim in virtue of the results of previous experience with the remainder-stock of another of my books --this letter has been quoted above:--

".....I am afraid it would have the effect of complicating the present simple issue, were I now to ^{urge} the experience thus acquired as the basis for submitting a claim for higher compensation for my personal loss..." (Note:-- For I understood that it was ownership of the Copyright, entitling me to a Royalty on each copy of the book sold, that gave me a legal standing in the matter: establishing the personal interest put forward in the claim.)

3. Re the fact of it having been always my intention to purchase the interest of the Publishers in the Remainder-Stock of my book, "A Second Thebaid: "--

(a) Extract from a Letter of Messrs. Sealy, Bryers & Walker, dated the 26th of February, 1909:-- "We desire to thank you for your letter of yesterday offering us for sheets of "A Second Thebaid" the same terms as those accepted by Messrs. Burns & Oates on the occasion of the new edition of "~~C~~Carmel in Ireland." As this matter was arranged between Messrs. Burns & Oates and yourself, we will feel obliged for more definite information."

(b) From memorandum of "Agenda" made in Rome, 10th of February, 1915:

"A Second Thebaid" --new edition under title ***** if satisfactory terms can be arranged with present Publishers" i.e. re sheets in stock. (Note:-- As a proof of my good faith in making the offer which Messrs. Sealy, Bryers & Walker ^hdeclined --1st of March, 1909,-- I may say that I suggested, as an alternative, their paying to me the selfsame sum "in lieu of all royalty:" thus purchasing my personal interest in the remainder--stock. This, also, they declined to do, proposing to treat with me later on "as to a revision of the price(of the book) and royalty;" and inviting me co-operate with them in "pushing the sale under present arrangement." I then -- 2nd of March, 1909-- formally withdrew both offer and alternative, expressing regret at my inability to assist in trying "to push the sale," or consider the question of "revision of the price and royalty." For, I could not possibly afford time to take a deeper interest in the ~~matter~~ ^{business} unless I had complete control of the remainder-stock; and the suggested "revision" would, in my opinion, only tend to place this beyond my reach. Whereas, in favourable circumstances, I knew it would be to the advantage of Messrs. Sealy, Bryers & Walker to meet my wishes in the matter, eventually.)

4. Re retention of my personal interest after the destruction of the

remainder-stock:--

(a) Extract ^{from} of my Letter to Messrs. Sealy, Bryers & Walker, dated the 14th of May, 1916: "In this connection, I should be much obliged by your kindly stating whether the remainder-stock of my book "A Second Thebaid" has perished in the recent fire occasioning the destruction of your Abbey Street premises, or whether it was stored elsewhere at the time? As you will recall, I retain a substantial interest in the stock in question."

(b) Extract from the Letter of Messrs. Sealy, Bryers & Walker quoted above (16th. May, 1916): "You should therefore ~~and~~ send your claim in at once to the Secretary, Dublin Fire & Property Losses Assos., 12, College Green, Dublin, and post us a copy of same, and oblige."

5. Re the fact of my having been in a position to realise at least £65 net profit on the purchase of the remainder-stock:--

(a) Memoranda of the year 1903 to show that when Superior of the Community here I was able to hand over to the House Fund the sum of £130 from proceeds of Sales of the new issue of my book "Carmel in Ireland." And this, after having paid to Messrs. Sealy Bryers & Walker the large sum of £54.7.11 for production of the same issue: comprising the 900 copies, in sheets, taken over, by purchase, from Messrs. Burns & Oates of London, and an original Supplement to the book.

(b) The formal Receipt of Messrs. Sealy, Bryers & Walker for the sum of £54.7.11. (Note:-- I may add that this book --except second-hand copies-- has not been available for years.)

6. Re nature of my personal interest in this matter, as compatible with my profession as member of a Religious Order:--

(a) My Letters Patent, dated the 5th of June, 1913, enabling me --in virtue of Privileges granted by the Sacred Congregation-- to avail myself of such resources in defraying the current heavy expenses incurred while engaged in my own special ~~scope~~ sphere of literary labours.

(b) Extract from my Letter to Rome, dated the 18th of July, 1916: "The Government will compensate the Dublin victims of the outbreak; and as my own Publishers are among them, I am hoping that my personal interests in the stock of one of my books will be taken into account; for these interests represent some of the resources calculated to enable me to carry on the work"(of historical research.)

Signed:

St. Mary's,
Morehampton Road,
Dublin.

3rd. January, 1917.

James P. Rushe



St. Mary's,
Morehampton Road,
D u b l i n.

20th December, 1916.

Messrs. Walter Hume & Co.,
Fire Loss Assessors,
16, College Green,
D u b l i n.

Dear Sirs,

In reply to yours of the 19th instant, containing a request for fuller particulars in regard to my claim for the loss incurred by the burning of the Remainder Stock of my book "A Second Thebaid" on the occasion of the fire at Messrs. Sealy, Bryer & Walker's, I beg to draw your attention to the following points which justify my seeking compensation:--

1. When applying to the Property Losses (Ireland) Committee, on the 16th of May, 1916, I did not base my claim on the question of possible Royalty resulting from future Sales; but on actual loss sustained by me in the destruction of Books in which I retained a personal interest.

2. But having to estimate the monetary value of this interest, I felt, in the circumstances, that I might safely suggest a sum representing full Royalties on the stock destroyed (say, £65), as the lowest figure that would compensate me for the loss incurred.

3. For I stated expressly that it was always my intention --as soon as the Sales had ceased and this is implied by the term Remainder Stock-- to purchase the interest of the Publish-

-ers in my Book: knowing, from experience, that I should then be in a position to dispose of those 500 copies much more advantageously to myself. I had even already made an offer to Messrs. Sealy Bryers & Walker for the Stock on hands; but they deferred complying with my wishes in the hope of finding a market for the Book more profitable to themselves. It was, therefore, merely a question of time as to when I should again approach them ^{on the} subject, which I always kept in view during my prolonged sojourn in Rome. Meanwhile, according to the terms of our Agreement, they might not otherwise dispose of this stock without paying me the Royalty to which I was entitled.

4. Neither did my personal interest in the same cease at the destruction of the Stock; but I gathered from the formal notification of the Publishers that it was not covered by any of their Insurances; and was advised by them to apply to the Property Losses Committee with a view to obtaining due compensation.

5. As an earnest as to my having been in a position to realize at least £65 net profit on the purchase of the Remainder Stock; I may say that on a previous occasion I had taken over (by purchase) some 900 copies of a kindred work, which I re-issued in a form that enabled me to dispose of the entire stock quite speedily and with most satisfactory results. However, I did not care to submit these results as the basis for my present claim; since they would have justified me in fixing the compensation at considerably over a £100. And, I repeat, this sum was not realisable until the Sales of the Book --so far as Messrs. Sealy, Bryers & Walker were concerned-- had already

ceased.

6. Finally, In speaking of the matter as a personal interest, I wish it to be understood that the profit to which I had been looking forward was destined, with due permission of the Superior^{ors} General of the Order, for a specific purpose^{se}: to help towards defraying the expenses which I incur in my own special sphere of work --original historical inquiry.

Should you wish me to do so, of course I shall be happy to place letters and documents, confirming these points, at your disposal; being most anxious to clear up any doubts as to the reality of the loss incurred by on the occasion in question.

Yours faithfully,

(Rev.) James F. Rushe.

2.

ENC.

Telegraphic & Cable Address: "AWAKE, DUBLIN"

Marconi Code.

Phone No 3182.

720

THOMAS J. MACGRATH,
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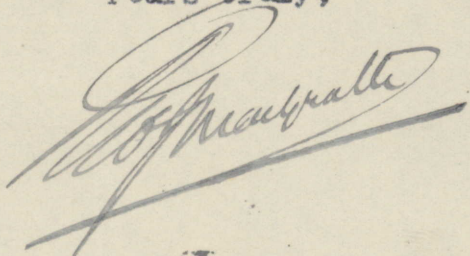
15, Kildare Street,
Dublin, 15th July 1916.

Dear Sir:-

ack
25/7/16

Enclosed I send you claim (in duplicate)
for damages in respect of loss incurred during
the disturbances on the 24th day of April 1916
and the following days by the Very Reverend
J.P. Rushe of St. Mary's, Morehampton Road,
Dublin, receipt of which please acknowledge.

Yours truly,



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

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 ~~do~~ *James P. Ruske, Catholic Clergyman,* now residing

at *St. Mary's, Northampton Road* in the City of *Dublin* County of *Dublin*

do hereby solemnly and sincerely declare that on or about the *29th* day of *April*

1916, damage was done to the undermentioned Property, namely:—**500 copies of*

The Second Third and unbound on each copy of which I was entitled to a Royalty of Two shillings and sixpence and such damage was occasioned to the best of ^{my} ~~our~~ belief by** *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

see above and next page.

as ^{owner of the Royalty and the Copyright} ~~owner~~ and that no person is interested in

the said property except † *an additional interest by Messrs Sealy Rogers & Walker, now of 23 Westmoreland Street, Dublin, the Printers and Publishers,*

† Insert "Owner," "Lessee," or "Mortgagee," as the case may be.
‡ Insert "myself," or "ourselves," and the names of Mortgagees, Mortgagees, Lessors, Lessees, or joint owners (if any).

and that it is not insured by ^{me} ~~me~~ or any other person, § *except as follows, namely:— as far as I am aware.*

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

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

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 *third* day of

July 1916, at *Kildare*

James P. Ruske

Street in the said City, County, of *Dublin*
before me, a Justice of the Peace for the said City and I know the Declarant.
City County.

J. J. Keenan
A Commissioner to administer Oaths in the Supreme Court of Ireland

Signature of Claimant }

NOTE—This Claim 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.

