

A National School Lease

Copy with easy layout, for information only

John Suttle, of the Irish National Schools Trust, provided the copy of the Lease to the Mid West Humanists.

The Mid West Humanists can send a copy of this National School lease in the original layout, if requested - email to info@midwesthumanists.com

Guide to Reading this Lease

Normal type (including *italics*) is as printed in the original form.

Wavy letters represent the handwritten parts.

Indenture means a covenant or agreement

Assign means a person assigned to take the part of another person

Whereas means "as it is true that.."

Demise means to grant or bequeath

these Presents means this Indenture or this Lease

Reversion means possession returned

4th October 1943

The Venarable Archdeacon Matthew S McMahon and others 1ST PART

The Most Reverend John Charles McQuaid D.D. and others 2ND PART

The Minister for Education 3RD PART

LEASE for 99 years to
TRUSTEES of *Clontarf Boys and Girls*
NATIONAL SCHOOL PREMISES,
Co.... of the City of Dublin.....
Roll No... I7I47/8.....

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This Indenture MADE the *Fourth* day of *October* in the Year of our Lord One Thousand Nine Hundred and *forty- three* [1943] BETWEEN *The Venerable Archdeacon Matthew S. McMahon P.P.V.F. of 186 Clontarf Road, Dublin; the Right Reverend Monsignor Patrick Dunne P.P.V.G. of 115 North Circular Road Dublin; The Reverend Thomas O'Donnell B.D. Administrator of the Presbytery, City Quay, Dublin; The Reverend Richard J. Glennon S.T.F. of Archbishop's House, Dublin and The Reverend J O'Keefe C.C. of St. Anthony's Clontarf, Dublin, all in the County of Dublin (hereinafter called the Lessors) of the First part; The Most Reverend John Charles McQuaid D.D. Archbishop of Dublin, of Archbishop's House, Dublin in the County of Dublin and the said Venerable Archdeacon Matthew S. McMahon, the said Right Reverend Monsignor Patrick Dunne and the said Reverend Thomas O'Donnell hereinafter called the Trustees, which expression shall include their executors, administrators and assigns where the context so admits, of the *Second* part,*

and the Minister for Education (hereinafter called The Minister), of the *third* part

WHEREAS the object of the system of National Education is to afford *Combined* literary and moral, and *Separate* Religious Instruction, to Children of all persuasions, as far as possible, in the same school, upon the fundamental principle that no attempt shall be made to interfere with the peculiar religious tenets of any description of Christian pupils.

AND WHEREAS it is desired that a National School, to be called *Clontarf Boys and Girls* National School, should be established on the principles aforesaid, and a suitable School-house and

Premises for the same be built and erected on the lot of ground hereinafter described, and for that purpose the said lot of ground should be demised to and vested in the said *Most Reverend John Charles McQuaid; Venerable Archdeacon Matthew S. McMahon, Right Reverend Monsignor Patrick Dunne and Reverend Thomas O'Donnell* who have been nominated as Trustees of the said intended National School and Premises, and have been approved of by the Minister.

And Whereas the Lessors hold the said premises under Lease dated the 31st day of December 1940 and made between Edward Kingston Vernon of the one part and the Lessors of the other part for the term of 250 years from the 25th day of March 1940.

AND WHEREAS the sum required for building and erecting the said intended National School and Premises amounts to *twelve thousand seven hundred and ninety-six pounds, ten shillings and eight pence*. AND WHEREAS application hath been made to The Minister to approve a Grant in aid of the sum required.

AND WHEREAS the sum of *four thousand two hundred and sixty-five pounds, ten shillings and three pence* sterling has been raised, or is intended to be raised, by voluntary contribution or local subscriptions towards defraying the expenses of building, finishing, and furnishing said intended School-house. AND WHEREAS The Minister has, in order to promote the establishment of said School, approved of the sum of *Eight thousand five hundred and thirty-one pounds and five pence* sterling, to make up the estimated sum of *twelve thousand seven hundred and ninety-six pounds, ten shillings and eight pence* sterling, being paid by the Commissioners of Public Works out of the funds provided by the Oireachtas for the erection of National Schools in ÉIRE.

NOW THIS INDENTURE WITNESSETH that the *Lessors pursuant to every power in that behalf* in order to promote the said object, and in consideration of the said sum of *Eight thousand five hundred and thirty-one pounds and five pence* by The Minister so approved to be paid as aforesaid, *do* by these Presents grant and demise unto the Trustees All that Lot of Ground, described in the Map thereof, on these Presents delineated, situate at *Seafield Road, Clontarf* Parish of *Clontarf*, Barony of, and County of *the City of Dublin* containing *the several admeasurements* and bounded *respectively as more particularly described and delineated on said Map* TO HOLD the same to the Trustees from the day of the date of these Presents for and during the term of *Ninety-nine years henceforth next ensuing fully to be completed and ended.*

NEVERTHELESS upon the trust hereinafter mentioned they, the Trustees, yielding therefor, during the said demise, the Rent of One Penny on the Feast of St. Michael, in every year, if same shall be demanded. *And the Lessors hereby covenant with the Trustees and the Minister to keep the Trustees and the Minister at all times hereafter fully indemnified against all claims in respect of rent reserved and the covenants on the Lessors' part contained in the said Lease of the 31st day of December 1940 and against all costs and expenses by reason of the non-payment of the said rent or non observance of the said covenants.*

AND it is hereby declared that the said demise is so made upon trust that a National School in connection with The Minister shall at all times, during the term aforesaid, be maintained upon the said premises, and that every School to be kept on the Premises hereby demised shall be subject to the Rules and Regulations of The Minister applicable to Schools vested in Trustees, which Rules are published from time to time by The Minister, and to

such further and other Rules and Regulations of The Minister as may from time to time be framed by him. PROVIDED ALWAYS that any Trustee of these Presents to be appointed pursuant to the Statutory power in that behalf shall be first approved of by The Minister; and that in the event of the surviving or continuing Trustee or Trustees neglecting for a period of six months to exercise their power of appointing new Trustees or a new Trustee it shall be lawful for The Minister to nominate and appoint such new Trustee or Trustees. AND the Trustees hereby jointly and severally COVENANT with The Minister in manner following, that is to say, that they the Trustees shall and will from time to time and at all times hereafter, well, truly, diligently, and faithfully do, execute, and perform all and every the Uses, Trusts, Regulations, and Conditions, and for the purposes hereinbefore mentioned, expressed, and declared, or referred to, and in them, as such Trustees, reposed. And in case it shall happen that at any time hereafter default shall be made in the due execution and performance of all or any of the said Trusts, Regulations, Uses, Conditions, and Purposes hereinbefore mentioned and expressed, that then and in all or any such case or cases they the Trustees, or one of them, shall and will, if required by The Minister well and truly pay or cause to be paid back unto the said Commissioners of Public Works or their Successors for the time being, the said sum of *Eight thousand five hundred and thirty-one pounds and five pence* so paid in aid of the erection of said National School as aforesaid.

AND the Trustees hereby jointly and severally further covenant with the Minister that they, the Trustees, shall and will from time to time and at all times hereafter keep the said school and the furniture and fittings therein insured against loss and damage by fire and/or tempest in such office and in such form as may be approved of by the Minister and, when required, to produce to the Minister's agent the policies of such insurances and the current year's

receipt for the premiums thereon and to expend all monies received in respect of such insurance in reinstating or repairing all such buildings, furniture and fittings destroyed or damaged by fire or tempest.

PROVIDED ALWAYS, and it is hereby declared that it shall be lawful for the Trustees or Trustee for the time being of these Presents, with the approbation of The Minister, and with the consent in writing of the said *Lessors* or other the person or persons for the time being entitled beneficially to the said Premises, hereby demised, in reversion, expectant upon the term hereby granted by any Deed or Deeds, to revoke all or any of the Trusts and purposes hereinbefore declared concerning the Premises hereby demised. AND that thereupon it shall be lawful for the Trustee or Trustees for the time being of these Presents with the consent in writing of the said Lessor or other the person or persons for the time being entitled beneficially to the said Premises hereby demised in reversion expectant upon the term hereby granted by any Deed or Deeds to declare such new or other trusts concerning the same as to the said Trustee of Trustees shall seem meet. PROVIDED ALSO that if the Trustees or Trustee for the time being of these Presents shall pay or cause to be paid to The Commissioners of Public Works or their Successors the said sum of *Eight thousand five hundred and thirty-one pounds and five pence* together with such further sum or sums as The Minister shall hereafter expend in additions or improvements to the said School then and in such case all and every the trusts and purposes hereinbefore declared concerning the Premises hereby granted shall cease and be void. PROVIDED that in computing the amount of any additional sums expended by The Minister no money shall be taken into account expended in any year in which the entire sum so expended by *him* shall be less than Twenty-five Pounds.

The Lease concludes with the Signatures and the Map of the School site - omitted here