

THE LIFE AND LETTERS OF FEATHERY BOURKE

PART TWO

AN EMPEROR OF GROUND RENTS

**"Feathery didn't own money - money owned him".
(Comment overheard in
Cornmarket Row).**



Desmond O'Grady in his poem, "Memories Of An Influential Uncle", published in the magazine "Poetry Ireland" in 1968, wrote about Feathery Bourke's "slum inheritance - his mother's empire". An article in the Limerick workers' paper, "The Bottom Dog" in May 11th 1918, criticised Mrs. Lil Bourke and other slum landlords and urged tenants to take strong action against them. Feathery and his mother frequently faced the wrath of their tenants during angry demonstrations in High Street and Cornmarket Row.

Lil Bourke died on September 11th 1927, and all her property and most of her money passed to Feathery. (His sister, Annie, got a smaller share of this money). In the years that followed the Estate Duty Office in Dublin Castle attempted to secure death duties on Lil Bourke's money and property. Feathery actively resisted these claims and engaged the Limerick firm of solicitors, Philip G. O'Sullivan and Son to act for him. After Feathery had submitted that it was his own efforts that had been solely responsible for "the great bulk of the monies", accumulated in the period of the First World War during 1914-'18, that he had started a business in opposition to his mother, and that he had also commenced some new trading in the garage business, O'Sullivan received the following letter from the Estate Duty Office:

27th January, 1937.

A Chairde,

With reference to your letter of the 2nd ultimo and previous correspondence I am directed by the Revenue Commissioners to say that according to the statements made in the case submitted to Counsel "the great bulk of the monies" was accumulated during the period 1914-1918, during which Deceased's business was

by Jim Kemmy

carried on by your client alone. The Commissioners are unable to accept the contention that while being so engaged, your client started a business in opposition to that of his mother (which was long established) and also commenced trading in a different line (viz. the motor garage) and brought those businesses (to which he could not devote his whole time) to the pitch of earning considerable profits in those four years.

It would appear that the dealings with the joint deposit account was carried out by Deceased. That this is so is shown by the fact that the sums amounting to £8,000 which were withdrawn from the current account and lodged to credit of the joint deposit account appear in the former account as debits to Deceased and further, by the fact that your client's name was withdrawn from the joint deposit from 22nd May to 24th August 1925.

I am directed to add that the claim for duty is maintained and to request that the account be delivered without further delay.

Mise, le meas,
L. O'Domhaill,
Controller of Death Duties.

After his long, though unsuccessful, battle with the death duties office, Feathery continued to acquire further property and ground rents. The period 1937-1940 showed him working at full stretch in his efforts to add to his wealth. A financial statement on March 31st, 1937 showed some of his money and stock at this time:

Deposits London	£4,100 17 8.
Deposits Limerick	£1,400 12 1.
Cash	£ 285 0 0.
Stock	£1,800 0 0.
Total	£7,586 9 9.

This statement did not include the extensive property and ground rents owned by Feathery throughout the country and the £2,205 exchanged by him for English money at the

Westminster Bank in London in 1933 and kept locked away in his own private safe. In 1937 he wrote to firms in Dublin, Cork, Belfast, London, Birmingham, Beckenham, Waterford, Dundalk, Derry, Sligo, Ballinasloe, Portlaoise and other places seeking to buy ground rents. A letter written by him on August 31st 1937 to a firm of general merchants named Wisdom of 153 Kent House Road, Beckenham, Kent, gives an indication of the type of ground rent purchase that Feathery had in mind:

Dear Sir,

Yours of the 30th to hand with a photograph, for which I thank you.

If you are prepared to accept an offer which would leave me 50% yearly over the gross amount of capital invested I would be glad to hear further from you.

He continued to invest his money in ground rents, and in this period acquired the ground rents of houses in O'Connell Street, Cecil St., Henry St., Lower Mallow St., Mungret St., High St., Lansdowne Park, Roden St., Roden Lane, Gabbett's Yard, Westfields, Long Avenue and other local areas. He also secured the ground rents of the City Home, the Tivoli Cinema, the Technical Institute and the Stella Restaurant, 116 O'Connell St. In 1940 he wrote to every firm of solicitors in Galway seeking to buy ground rents in that city.

By this time the income tax authorities were hot on his trail. With the assistance of Joseph Purcell Income Tax Repayment Agency, 89 O'Connell St., Feathery modestly estimated his yearly profit as £357 and, accordingly, his income tax for 1938 was calculated as £48. 7. 6. The following year, again with the services of Joseph Purcell, his income was reduced to £27. 9. 0. for the year. In many of the business transactions at this time, Feathery's brother-in-law, Leonard O'Grady, a C.I.E. clerk, helped him and generally assisted with the business correspondence.

In June 1941 Feathery pulled off yet another of his business coups. The story began when he spotted an advertisement in the press, and he immediately made up his mind about his

course of action. The advertisement stated that Thomas Dockrell Son & Co., Ltd., South Great George's Street, Dublin, would on Thursday 26th June, 1941, be auctioning, amongst other rents and properties, the ground rent of the St. Vincent de Paul Orphanage, Glasnevin, Dublin, on the instructions of Major D.B. Lindsay and Captain Lionel A. Lindsay, trustees of the will of Lieut. Col. Henry Gore Lindsay. Accompanied by Leonard O'Grady, Feathery travelled to Dublin for the auction.

At the auction-room there was an understanding amongst all the other people present that, after a few purely nominal bids, the orphanage committee would be allowed to buy their own ground rent unopposed. However this laudable intention was quickly sabotaged. Feathery briskly entered the bidding and proceeded to outbid the orphanage committee, and in a very short time, and to the amazement and embarrassment of both the auctioneers and the public, he bought the ground rent of the Orphanage. In the emotion-charged atmosphere of the auction-room, Feathery soon became the centre of attraction as all eyes focused on him. Unabashed, Feathery paid his money, collected the documents and travelled back to Limerick, well satisfied with the profitable day's work.

If the ground rent had been a small one of a few pounds a year, the situation would not have been too bad for the orphanage committee. But, as it happened, this was to be one of the biggest rents that Feathery was ever to acquire in a long lifetime of buying and selling the ground under other people's homes. The ground rent from the orphanage was £139 per annum. This would have been a substantial sum of money for most people to find, but for an orphanage run by private charity, in the austere years of the Second World War, it probably represented food for the orphans.

J.A. Rafferty, president of the orphanage committee, three weeks after the auction, wrote to Feathery asking him if he would consider selling the ground rent to the committee and explaining that the money thus saved would be of considerable help in the charitable work. He also emphasised that the committee was prepared to offer a price that would provide a profit for Feathery. Rafferty's letter, dated 19th July, 1941, stated:

**SOCIETY OF ST. VINCENT
DE PAUL**

St. Vincent de Paul
Male Orphanage,
Glasnevin, Dublin.

Dear Sir,

The Committee of the above Orphanage asked me to approach you with regard to your recent purchase of the ground rent of £139 payable by the Institution, with a request that

you would consider an offer from them to purchase the ground rent, even at a premium on the figure at which it was sold to you at the auction on 26th June. Their object is to wipe out the charge which has to be paid annually since 1863.

It means a very considerable advantage to a charity of the character of the Orphanage to be able to free themselves from a recurring annual charge like this ground rent. It is not measured in the terms of a life time of an individual purchaser who will only have the advantage of the income for a few years when he must in the natural course pass it on to some one else who succeeds him. The Orphanage will (D.V.) continue beyond the life time of any of us and will enjoy the advantage correspondingly and be able to use just that much money towards the purpose of the charity i.e. the education and training of the Orphans.

It is on these grounds that the Committee have asked me to approach you. They understand that you were not aware when bidding at the Auction that they were anxious to purchase the liability. This en-

courages them to think that you may be favourably disposed to consider their appeal. They do not wish to suggest that you should be at any loss if you transfer the purchase to them and hence they are prepared to pay something more than the price paid by you.

If you are willing to consider helping us in this way your Solicitor could get in touch with the firm who will act for us in this matter. Messrs. Corrigan & Corrigan, 3 St. Andrew Street, Dublin, and come to an arrangement with them.

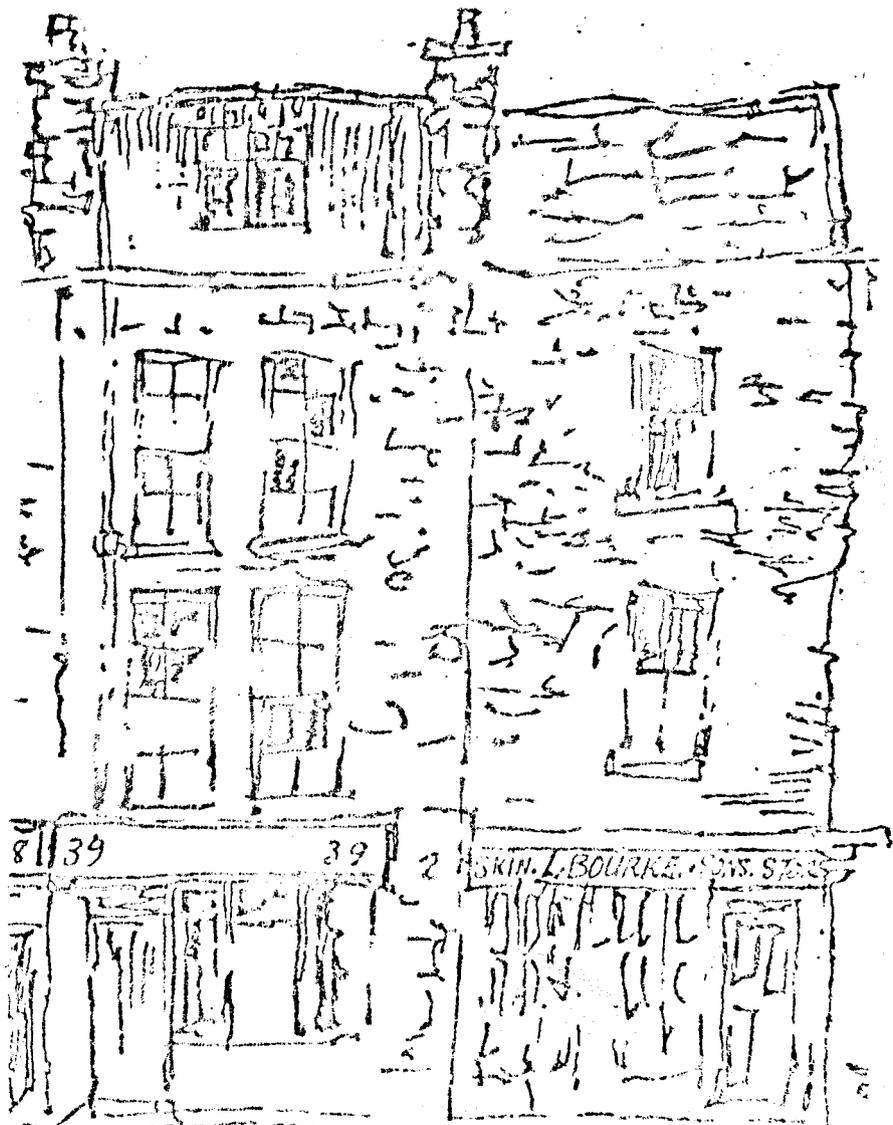
Yours faithfully,

J.A. Rafferty,

President,

Orphanage Committee.

But the plight of the young orphans did not soften Feathery's heart. In a letter to the committee he made it clear that there was no misunderstanding whatsoever about the matter and that he had no intention of taking any easy or diplomatic way out. He stated that he would only consider parting with the ground rent for a price equivalent to twenty-eight years' rent. This sum would have come to £3,892, a comparative fortune in 1941. (Its



equivalent today would be about £50,000). Feathery's typewritten reply to the orphanage committee, does not bear his usual style of writing and was obviously composed by Leonard O'Grady. The letter, dated 22nd July 1941, stated:

Dear Sir,

I have received your letter of the 19th instant and note its contents.

It is true that the advantage to me of this rent can be measured by the

few remaining years of my life, but then, it was to provide for these years that I bought it and I am quite satisfied with my purchase. On the other hand, the value of this rent to you is not determinable by lives and at 28 years purchase, reckoning on your own basis of valuation, it would be cheap at this price to you.

You will agree that such a security could not be purchased by me today at less than that figure, if obtainable

at all, and if I am to be prompted into parting with this rent it would only be at the figure I have stated, viz. 28 years purchase on the £139 per annum.

The orphanage did not give Feathery the £3,892 asked for, but this did not matter to him. In the thirty-two remaining years to his death he collected £4,448 from the orphanage by way of annual ground rent payments - £556 more than his original demand.

**LIST OF SOME OF THE GROUND RENTS OWNED AND COLLECTED BY THE LATE
MICHAEL "FEATHERY" BOURKE UP TO THE END OF 1964**

RENT COLLECTED FROM	IN RESPECT OF	ANNUAL RENT
J.R. Sheehy, 1 Mulgrave Street, Limerick	76 O'Connell Street, Limerick	£ 28.50
P. Hayes, 9 William Street, Limerick	4 Cornmarket Row, Limerick	£ 6.50
Mrs. Joan B. McMahon, Bennett & Thompson Molesworth Street Dublin.	79 O'Connell Street, Limerick	£ 12.15
Mrs. A. Hanrahan, Finlow Hse., Newmarket-on-Fergus.	Mornington Park, Artane, Dublin	£ 52.00
Mr. P.J. O'Sullivan Bishop of Limerick	Belfield, Ennis Road, Limerick.	£ 12.50
Mr. Thomas Plunkett.	Clanmorris Avenue, Limerick	£ 7.00
Mr. F.G. Downes, "Sunbury" Ballinacurra, Limerick.	Portland House, Limerick	£ 4.00
Mrs. E. Hynes	Bungalow, Mornington Pk., Artane, Dublin	£ 20.00
Mrs. E. O'Brien	Bedford Row, Limerick.	£ 66.70
Mr. A.S. Weply, 65 O'Connell Street, Limerick	High Street & Black Bull Lane, Limerick.	£ 30.00
Messrs. Battersby & Co., 39 Westmoreland St., Dublin	Ard Cuain, Clanmorris Avenue, Limerick.	£ 7.00
Mr. G. Altendorf	Bedford Row & Henry Street, Limerick.	£ 62.25
Department of Education	Rathfarnham, Dublin.	£ 57.15
Department of Defence	St. Helens, Mornington Park, Artane, Dublin.	£ 12.00
Thomond Laundry, Henry Street Limerick	Model School, Limerick	£ 12.00
Mr. J.B. McMahon	Sarsfield Barracks, Limerick	£ 2.10
P.J. O'Dwyer, 90 O'Connell Street, Limerick	77 O'Connell Street, Limerick.	£ 28.30
D. Downes & Co., 23 Glentworth Street, Limerick	78 O'Connell Street, Limerick	£ 14.20
St. Vincent de Paul Orphanage Glasnevin, Dublin.	Edward Street, Limerick	£ 14.45
Messrs. Allen Townsend 10 Stephens Green N. Dublin	Bedford Row, Limerick	£101.55
Miss G. Savin	Orphanage, Glasnevin, Dublin	£139.35
Richard Williams	High Street & Cornmarket Row, Limerick	£ 9.20
James Nash & Sons 85 O'Connell Street, Limerick	80 & 81 O'Connell Street, Limerick	£ 26.10
United Drug Co. Ltd. Ballina, Co. Mayo.	20 Henry Street, Limerick	£ 13.15
D. Downes & Co., 23 Glentworth Street, Limerick	Wolfe Tone Street, Limerick	£ 11.55
D. Downes & Co., 23 Glentworth Street, Limerick	Limerick Branch.	
Mrs. E. Hynes	20 Henry Street, Limerick	£ 13.15
Messrs. Battersby & Co., 39 Westmoreland Street, Dublin.	Bedford Row, Limerick	£ 37.20
James Nash & Sons, 85 O'Connell Street, Limerick.	Bedford Row & Little Gerald Griffin Street, Limerick	£ 90.55
	High Street & Black Bull Lane, Limerick.	£ 52.00
	Rathfarnham Road, Dublin.	£116.00
	Bedford Row and Henry Street, Limerick.	£ 36.85

NOTE: Feathery Bourke also purchased some additional ground rents between 1964 and his death in 1973.