



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 12.

An Act to confirm and give effect to a Decree of the Right Honourable the Lord High Chancellor of *Ireland* made in a certain Cause Petition Matter wherein *Anthony O'Reilly* was Petitioner and *Caroline Maria O'Reilly* and others were Respondents, and bearing Date the Second Day of *May* One thousand eight hundred and sixty-one, and to Two Indentures dated respectively the Twenty-fifth Day of *May* One thousand eight hundred and sixty-one, executed in pursuance of the said Decree, and to an Indenture dated Fifteenth Day of *April* One thousand eight hundred and sixty-one, therein and herein particularly mentioned. [29th *July* 1864.]

WHEREAS *James O'Reilly*, late of *Baltrasna* in the County of *Meath*, Esquire, deceased, and herein-after, for the sake of Distinction, called *James O'Reilly* the First, was in his Lifetime seised in Fee-farm of the Lands of *Baltrasna* otherwise *Hawkesfield*, situate in the Barony of *Demifore* in the said

[*Private.*]

The O'Reilly Estate Act, 1864.

Indenture
dated 5th
March 1773.

County of *Meath*, and of the Lands of *Kilbride* situate in the Barony of *Clonmahon* in the County of *Cavan*, and of the Lands of *Knocknavan* and *Polereagh* in the Barony of *Clonmahon* and County of *Cavan*, and seised in Fee Simple of the Lands of *Garrysallagh* and *Ballingross*, situate in the said Barony of *Clonmahon* and County of *Cavan*, with their Appurtenances, and being so seised the said *James O'Reilly* the First did by Indenture dated the Fifth Day of *March* One thousand seven hundred and seventy-three (being the Settlement executed before and in contemplation of the Marriage of his eldest Son *Thomas O'Reilly* with *Margaret Sibthorpe*) grant and convey unto *Richard Gorges* and *Ephraim Stannus*, their Heirs and Assigns, all the several Lands aforesaid, and all the Estate therein of the said *James O'Reilly* the First, free from all Incumbrances, save the Fee-farm Rents to which the said Lands of *Baltrasna* and *Kilbride* were liable, to hold the same unto the said *Richard Gorges* and *Ephraim Stannus* and their Heirs, to the Use of the said *Thomas O'Reilly* during his Life, with Remainder, subject to a Jointure of Four hundred Pounds thereby charged for the said *Margaret Sibthorpe*, to the Use of *William Adams* and *Stephen Bomford*, their Executors, Administrators, and Assigns, for a Term of Five hundred Years; and subject thereto to the Use of the First and every other Son of the said Marriage successively according to Seniority in Tail Male, with divers Remainders over, and the Trusts of the said Term were declared to be to secure the said Jointure of Four hundred Pounds, and also to levy and raise a Sum of Five thousand Pounds as Portions for the younger Children of the said Marriage, and to secure certain other contingent Life Annuities, of which some never took effect, and the others have long since determined; and by the Indenture now being stated the said *Thomas O'Reilly* was empowered to charge the said Lands with a Sum of Two thousand Pounds for his own Purposes; and by the same Indenture the said *James O'Reilly* the First did convey unto the said *William Adams* and *Stephen Bomford* certain other Lands situate in the Counties of *Cavan* and *Westmeath*, (which were held by him upon Leases for Lives with Covenants for perpetual Renewal, and which have since been sold pursuant to the Act of Parliament herein-after mentioned,) to hold the same unto the said *William Adams* and *Stephen Bomford*, their Heirs and Assigns, upon Trusts exactly corresponding with the Uses to which the said Fee Simple and Fee-farm Lands had been settled, as herein-before is mentioned: And whereas there was Issue of the said Marriage of the said *Thomas O'Reilly* and *Margaret Sibthorpe*, *James O'Reilly* the eldest Son, herein-after, for sake of Distinction, called *James O'Reilly* the Second, and Three younger Children, (that is to say,) *Anthony O'Reilly*, *John O'Reilly*, and *Mary Anne O'Reilly*, who became entitled to the said Sum of Five thousand Pounds: And whereas the said *James O'Reilly* the First

was

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was in his Lifetime and at the Time of his Decease seised in Fee Simple of, amongst other considerable Estates, the Lands of *Ardlow*, situate in the Barony of *Castleraghan* and County of *Cavan*, and the Lands of *Gortneshangan* otherwise *Bingfield*, *Creenan*, *Shananornogue* otherwise *Shanow*, in the Barony of *Clonmahon* and County of *Cavan*, and of the Great Tithes of *Tullanahogue* and *Vasingstown* in the County of *Meath*, and also of the Lands of *Crosskeys*, *Carrickatubber*, *Lislea*, *Carron* otherwise *Tullyodonnell*, *Tullytrain*, *Kilnecor*, and *Lenoggs*, situate in the Barony of *Upper Loughtee* and County of *Cavan*, (none of which Lands or Hereditaments were comprised in the said Indenture of the Fifth Day of *March* One thousand seven hundred and seventy-three,) and being so seised he the said *James O'Reilly* the First, by his last Will and Testament dated the Twenty-seventh Day of *September* One thousand seven hundred and seventy-six, attested as by Law then required for passing Real Estates by Devise, and since duly proved in Her Majesty's Court of Prerogative in *Ireland*, devised the said Lands of *Ardlow*, *Gortneshangan*, *Creenan*, *Shananornogue* otherwise *Shanow*, and the Great Tithes of *Tullanahogue* and *Vasingstown*, (together with certain other Lands which have since been sold pursuant to the Act of Parliament herein-after mentioned,) unto *Thomas O'Reilly* and *William Adams*, their Heirs and Assigns, upon trust out of the Rents and Profits thereof to pay off and discharge Two Thirds of so much of the Debts and Funeral Expenses of the said *James O'Reilly* the First, and a Bequest of Five thousand Pounds to his Daughter *Mary O'Reilly*, in the said Will mentioned, as should remain unsatisfied by the Application of such of his Assets as he had not by his said Will otherwise particularly disposed of, the remaining One Third to be paid out of another Fund created by his said Will for that Purpose, and, after paying off and discharging the said Incumbrances, in trust to receive the Rents, Issues, and Profits of the said last-mentioned Lands until they should amount to such an aggregate Sum as would be sufficient to purchase the Head Rents payable out of the said Lands of *Baltrasna* and *Kilbride*, and other Lands in the said Will mentioned, and after completing the Purchase of such Head Rents, or in case such Purchase could not be effected, then in trust as to such other new Lands as the said Trustees should purchase with the said aggregate Sum (under a Provision for that Purpose in his said Will contained), and also as to the said Lands of *Ardlow*, *Gortneshangan*, *Creenan*, *Shananornogue* otherwise *Shanow*, and the Great Tithes of *Tullanahogue* and *Vasingstown*, with certain other Lands which have since been sold as aforesaid, to the Use of his (the said Testator's) eldest Son the said *Thomas O'Reilly* during his Life, with Remainder to the Use of his the Testator's Grandson the said *James O'Reilly* the Second during his Life, with Remainder to the First and other Sons of the said *James O'Reilly* the Second, successively

Will of
James
O'Reilly the
First, dated
27th Sept.
1776.

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Death of
James
O'Reilly the
First, 1785.

Settlement,
dated 11th
Sept. 1799,
on Marriage
of James
O'Reilly the
Second.

sively in Tail Male, with divers Remainders over; and the said Testator thereby devised the said Lands of *Crosskeys, Carrickatubber, Lislea, Carron* otherwise *Tullydonnell, Tullytrain, Kilnacor, and Lenoggs*, to the Use of his (the said Testator's) Second Son *Anthony O'Reilly* during his Life, with Remainder to the First and other Sons successively in Tail Male, with Remainder to the Use of his (the said Testator's) said eldest Son the said *Thomas O'Reilly* during his Life, with Remainder to *James O'Reilly* the Second during his Life, with Remainder to the First and other Sons of the said *James O'Reilly* the Second, successively according to Seniority in Tail Male, with divers Remainders over: And whereas the said *James O'Reilly* the First died in the Year One thousand seven hundred and eighty-five, without having altered or revoked his said Will, save that by a Codicil thereto annexed he revoked the said Bequest of Five thousand Pounds to his Daughter *Mary*, and in lieu thereof charged the Lands devised to his Son *Thomas O'Reilly* with an Annuity of One hundred Pounds for the said *Mary O'Reilly* during her Life: And whereas the Trustees of the Will of the said *James O'Reilly* the First did not, pursuant to the Trusts thereof, accumulate the Rents of his Estate, or purchase up therewith the Fee-farm Rents to which the said Lands of *Baltrasna* and *Kilbride* were subject, or invest any Accumulations in the Purchase of other Lands, as in the said Will directed: And whereas the said *James O'Reilly* the Second attained his Age of Twenty-one Years in the Year One thousand seven hundred and ninety-six: And whereas in or as of *Michaelmas* Term One thousand seven hundred and ninety-six Two Common Recoveries were suffered in the Court of Common Pleas in *Ireland*, in which *Philip Pendleton* was Demandant, *Hugh Blake* was Tenant, and the said *Thomas O'Reilly* and *James O'Reilly* the Second were successively vouched to Warranty; one of the said Recoveries comprising the said Lands of *Baltrasna* in the County of *Meath*, and the other of the said Recoveries comprising the Lands of *Garrysallagh, Kilbride, Knocknavan, Derrindrum, Ballingross, and Polereagh* in the County of *Cavan*, but no Deed declaring the Uses of the said Recoveries for either of them was executed by the said *Thomas O'Reilly* or *James O'Reilly* or either of them: And whereas the said *James O'Reilly* the Second in the Year One thousand seven hundred and ninety-nine intermarried with *Henrietta Nugent*, since deceased, and by Indenture executed previously to and in contemplation of the said Marriage, and bearing Date the Eleventh Day of *September* One thousand seven hundred and ninety-nine, and made between the said *Thomas O'Reilly* and *James O'Reilly* of the First Part, *Oliver Nugent* and the said *Henrietta Nugent* of the Second Part, *Charles Morton* and *Thomas Battersby* of the Third Part, and *Robert Wade* and *John Tatlow* of the Fourth Part, the said *Thomas O'Reilly* and *James O'Reilly* granted, released, and

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and confirmed unto the said *Charles Morton* and *Thomas Battersby* and their Heirs the aforesaid Lands of *Baltrasna* otherwise *Hawkesfield*, *Kilbride*, *Garrysallagh*, *Knocknavan*, *Derrindrum*, *Ballingross*, and *Polereagh*; and also all that and those the Lands of *Ardlow*, *Gortnashangan* otherwise *Bingfield*, *Creenan*, *Shananornogue* otherwise *Shanow*, together with certain other Lands which were afterwards sold in pursuance of the Act of Parliament herein-after stated, to have and to hold the said Lands and Hereditaments, subject to the Payment of Two Third Parts of the then remaining unsatisfied Debts of the said *James O'Reilly* the First, unto the said *Charles Morton* and *Thomas Battersby*, their Heirs and Assigns, to the Uses and upon the Trusts in the said Indenture particularly mentioned; that was to say, and it was thereby declared, that the said Grant and Conveyance thereby made of the Lands and Hereditaments aforesaid to the said *Charles Morton* and *Thomas Battersby* and their Heirs was so made to them in trust and to and for the Intents and Purposes following; (that is to say,) in trust to pay all Head Rents, Renewal Fines, Duties, and Fees due or to become due thereout, and after Payment thereof to pay an Annuity of Eight hundred Pounds to the said *Thomas O'Reilly* during his Life, and an Annuity of Eight hundred Pounds to the said *James O'Reilly* the Second during his Life, and certain contingent Annuities to the said *Margaret O'Reilly* otherwise *Sibthorpe* and the said *Henrietta Nugent* during their respective Lives, in case they should survive their respective Husbands, and subject thereto to apply the Residue of the Rents, Issues, and Profits of the said Lands to the Liquidation of the joint Debts of the said *Thomas O'Reilly* and *James O'Reilly* the Second, specified in the Schedule to the Indenture now being stated, and to raise a Sum of Three thousand Pounds for the Portions of the younger Children of the said *James O'Reilly* and *Henrietta Nugent*, and subject thereto to the Use of or in trust for the First and every other Son of *James O'Reilly* the Second by the said *Henrietta Nugent*, successively according to Seniority in Tail Male, with Remainder to the Use of or in trust for the said *James O'Reilly* the Second, his Heirs and Assigns, for ever: And whereas no Recoveries were suffered or Fines levied upon or prior to the Execution of the Indenture last in recital of the Lands of *Ardlow*, *Gortnashangan* otherwise *Bingfield*, *Creenan*, *Shananornogue* otherwise *Shanow*, or any of them: And whereas the Marriage of the said *James O'Reilly* the Second with the said *Henrietta Nugent* was solemnized shortly after the Execution of the Indenture last recited, and there was Issue thereof *James O'Reilly* the eldest Son, since deceased, and herein-after, for sake of Distinction, called *James O'Reilly* the Third, *Anthony O'Reilly* the Second Son, and several younger Children: And whereas by an Order of the Court of Chancery in

Order of
Court of
Chancery

[Private.]

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in Ireland,
dated 28th
Jan. 1803.

eight hundred and three, made in a certain Cause then and there depending, the said *Charles Morton* and *Thomas Battersby* were removed from the Trusts vested in them by the said Indenture of the Eleventh Day of *September* One thousand seven hundred and ninety-nine, and on the Eighth Day of *February* One thousand eight hundred and three *James O'Reilly* of *Millcastle* in the County of *Westmeath* and *Philip Tuite Dalton* of *Newcastle* in the County of *Meath*, both since deceased, were appointed by the said Court Trustees in their Stead, and a proper Deed, dated the Ninth Day of *June* One thousand eight hundred and three, was executed by all necessary Parties, vesting the said Trust Estates in such new Trustees, upon the Trusts of the said Indenture of the Eleventh Day of *September* One thousand seven hundred and ninety-nine: And whereas the said *Anthony O'Reilly* the elder died in the Year One thousand eight hundred and three, without Issue, leaving his Brother the said *Thomas O'Reilly* him surviving, who thereupon became entitled, under the said Will of *James O'Reilly* the First, to the said Lands of *Crosskeys, Carrickatubber, Lislea, Carran* otherwise *Tullyodonnell, Tullytrain, Kilnecor,* and *Lenoggs*, as Tenant for Life in Possession thereof, with Remainder to his Son the said *James O'Reilly* the Second during his Life, with Remainder to the First and other Sons of the said *James O'Reilly* the Second, successively according to Seniority in Tail Male: And whereas the said *Thomas O'Reilly* died in the Year One thousand eight hundred and five: And whereas the several Creditors of the said *James O'Reilly* the First, *Thomas O'Reilly*, and *James O'Reilly* the Second, having become pressing for Payment of the Debts due to them, the said *James O'Reilly* the Second, *James O'Reilly* of *Millcastle*, and *Philip Tuite Dalton* applied for and obtained an Act of Parliament, entitled *An Act for raising by Sale or Mortgage a Sum of Money sufficient to pay and discharge certain Incumbrances affecting certain Estates mentioned in a Deed of Settlement bearing Date the Eleventh Day of September One thousand seven hundred and ninety-nine, made on the Intermarriage of James O'Reilly of Baltrasna in the County of Meath Esquire, and Henrietta Nugent his Wife, and for the more effectually carrying into execution the Trusts of said Deed and of certain other Deeds therein and herein particularly mentioned,* and which Act received the Royal Assent on the Twenty-first Day of *July* One thousand eight hundred and six in the Forty-sixth Year of the Reign of His late Majesty King *George* the Third, and is Chapter One hundred and forty-one, by which Act it is enacted that all the several Lands, and Hereditaments comprised in the said therein and herein-before, mentioned, Indenture of the Eleventh Day of *September* One thousand seven hundred and ninety-nine should be and the same were thereby vested in the said *James O'Reilly* of *Millcastle*, the said *Philip Tuite Dalton*, *James Henry Cottingham*, since deceased, and *Francis Blackburne*, now the Right Honourable

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Honourable *Francis Blackburne*, Lord Justice of the Court of Appeal in Chancery in *Ireland*, their Heirs and Assigns, upon trust to raise, by Sale or Mortgage of a competent Part thereof, or out of the Rents of same, as therein mentioned, and pay and discharge, the several Debts, Charges, Portions, and Annuities, Interest, Costs, and Expenses in the Act now being recited mentioned, and subject thereto to and upon the several Uses, Trusts, Intents, and Purposes in the said Indentures of the Eleventh Day of *September* One thousand seven hundred and ninety-nine and Ninth Day of *June* One thousand eight hundred and three declared of the same, save only such of the said Trusts, Intents, and Purposes as are by the Act now in recital otherwise provided for, and to no other Use and Purpose whatsoever; and it was by the said Act also provided, that the Lands and Hereditaments which should be sold thereunder should be discharged from all the Debts, Trusts, Charges, and Incumbrances mentioned in or created by the said Indenture of the Eleventh Day of *September* One thousand seven hundred and ninety-nine, and that no more of the said Lands therein mentioned should be sold than should be necessary for the Purposes of the said Act: And whereas the Trustees appointed by the said Act of Parliament did, in execution of the Trusts thereof, sell several Portions of the Lands and Hereditaments so as aforesaid thereby vested in them, and convey the same to the respective Purchasers, and out of the Proceeds of such Sale pay and discharge all the Debts, Charges, and Incumbrances, Costs and Expenses, in the said Act mentioned, leaving unsold the said Lands and Hereditaments of *Baltrasna, Kilbride, Garrysallagh, Knocknavan, Derrindrum, Ballingross, Polereagh, Ardlow, Gortnashangan, Creenan, Shanarnogue* otherwise *Shanow*, and the Great Tithes of *Tullanahogue* and *Vasingstown*, and no others: And whereas the said *James O'Reilly* the Third attained his Age of Twenty-one Years in the Year One thousand eight hundred and twenty-one: And whereas by Indenture dated the Ninth Day of *February* One thousand eight hundred and twenty-four, and made between the said *James O'Reilly* the Second of the First Part, the said *James O'Reilly* the Third of the Second Part, *Luke Magrath* of the Third Part, and *Robert Paget* of the Fourth Part, after reciting that the said *James O'Reilly* the Second and *James O'Reilly* the Third had an Interest in the said Lands and Hereditaments, as in the Indenture now being recited particularly mentioned, it was witnessed, that for the barring and extinguishing all Estates Tail, and the Remainders and Reversions expectant thereon, which were then subsisting in the said Lands, Hereditaments, and Premises, and in order to settle and assure the same Lands to and for the Uses in the said Indenture mentioned, they the said *James O'Reilly* the Second and *James O'Reilly* the Third did grant, release, and confirm the said Lands of *Baltrasna, Garrysallagh, Derrindrum, Ballingross, Kilbride, Knocknavan, Polereagh, Ardlow, Gortnashangan, Creenan, Shanarnogue*

Indenture
dated 9th
Feb. 1824.

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Shananornogue otherwise *Shanow*, unto the said *Luke Magrath* and his Assigns, for and during the Life of the said *Luke Magrath*, to the Intent that the said *Luke Magrath* might be a perfect Tenant to the Freehold of the said Lands and Hereditaments and Premises, in order that good and perfect Common Recoveries might thereof be had and suffered of the said Lands, in which Recoveries the said *Robert Paget* was to be Demandant and Recoveror, and which Recoveries it was, by the Indenture now being recited, declared should enure to the said *Robert Paget* and his Heirs, to the Use of *Miles O'Reilly* and *Joseph Abbott*, their Executors, Administrators, or Assigns, for the Term of Five hundred Years, in trust to raise the Amount of a certain Judgment Debt of One thousand and fifty-six Pounds and Twopence then due by *James O'Reilly* the Third to *Benjamin Abbott*, and which Term has since been duly surrendered or merged, the said Debt having been paid, and subject to the said Term and the Trusts thereof to such Uses as they the said *James O'Reilly* the Second and *James O'Reilly* the Third should by any Deed or Deeds thereafter to be executed under their Hands and Seals, attested by Two or more credible Witnesses, direct, limit, or appoint; but the Indenture now being recited did not declare any Uses of the said Lands in default of such Appointment: And whereas, in pursuance of the Provisions in that Behalf in the said Indenture of the Ninth Day of *February* One thousand eight hundred and twenty-four contained, Two Common Recoveries were suffered in the Court of Common Pleas in *Ireland* in or as of *Hilary* Term One thousand eight hundred and twenty-four, in which the said *Robert Paget* was Demandant, the said *Luke Magrath* Tenant, and the said *James O'Reilly* the Second and *James O'Reilly* the Third were successively vouched to Warranty, one of the said Recoveries comprising the said Lands of *Baltrasna* in the County of *Meath*, and the other comprising such of the Lands and Hereditaments comprised in the said Indenture of the Ninth Day of *February* One thousand eight hundred and twenty-four as are situate in the said County of *Cavan*; but no Recovery was suffered nor was any Fine levied by the said *James O'Reilly* the Third of the said Lands of *Crosskeys*, *Carrickatubber*, *Lislea*, *Carran* otherwise *Tullyodonnell*, *Tullytrain*, *Kilnecor*, and *Lenoggs*, or any Part thereof: And whereas no Deed or Deeds declaring any Uses of or in respect of the said Recoveries or either of them was or were ever executed by the said *James O'Reilly* the Second and *James O'Reilly* the Third, in pursuance of the Power to them in that Behalf given by the said Indenture of the Ninth Day of *February* One thousand eight hundred and twenty-four; and the said *James O'Reilly* the Third died in the Year One thousand eight hundred and twenty-five, intestate, and without having been married, and having confessed several Judgments to various Creditors, leaving the said *Anthony O'Reilly* the younger, his

Death of
James
O'Reilly
the Third
intestate.

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Agreement
dated 13th
May 1834.

his next Brother and Heir-at-Law, him surviving: And whereas in the Year One thousand eight hundred and thirty-four the said *Anthony O'Reilly* the younger intermarried with *Alicia Maria Fortescue*, since deceased, and by indented Articles of Agreement bearing Date the Thirteenth Day of *May* One thousand eight hundred and thirty-four, and executed before and in contemplation of such Marriage, and expressed to be made between the said *James O'Reilly* the Second of the First Part, the said *Anthony O'Reilly* the younger of the Second Part, the said *Alicia Maria Fortescue* of the Third Part, and *Thomas Jervis White*, since deceased, and *William Beauchamp Stoker*, Trustees, for the Purposes therein-after mentioned, of the Fourth Part, and executed by all the Parties thereto, except the said *James O'Reilly* the Second, who did not execute the same, reciting that the said *Anthony O'Reilly* was then Tenant in Tail of the said Lands of *Baltrasna, Kilbride, Garrysallagh, Knocknavan, Derrindrum, Ballingross, and Polereagh*, and also of the Lands of *Ardlow, Gortnashangan, Crenan, Shanarnogue* otherwise *Shanow*, and the Great Tithes of *Tullanahogue* and *Vasingstown*, and also of the said Lands of *Crosskeys, Carrickatubber, Lislea, Carran* otherwise *Tullyodonnell, Tullytrain, Kilnacor, and Lenoggs*, expectant on the Determination of the Life Estate therein of his Father, the said *James O'Reilly* the Second; and further reciting, that the said *Alicia Maria Fortescue* was then possessed of and entitled to a Sum of Two thousand Pounds Stock, and that it had been agreed that the said Stock should be transferred to the said Trustees upon the Trusts and for the Purposes therein and herein-after mentioned; and further reciting, that towards making some Provisions for the said *Alicia Maria Fortescue*, in the event of the Death of the said *Anthony O'Reilly* before it should be in his Power to make an effectual Settlement for her on the Lands and Premises aforesaid, the said *Anthony O'Reilly* had effected Insurances on his Life; it was by the said Articles agreed, that the said *Anthony O'Reilly* and *Alicia Maria Fortescue* should, as soon as could conveniently be after the Solemnization of the said Marriage, transfer the said Sum of Two thousand Pounds Stock into the Names of *Thomas Jervis White* and *William Beauchamp Stoker*, to be held by them upon certain Trusts for the keeping up of the said Policies, and for other Purposes, as in the said Articles mentioned; and the said *Anthony O'Reilly* did by the Articles now being recited covenant with the said *Thomas Jervis White* and *William Beauchamp Stoker*, their Executors, Administrators, and Assigns, that as soon as by the Decease of his said Father *James O'Reilly* the Second, or by any other Event, he the said *Anthony O'Reilly* should have a competent Estate in the said Lands, Hereditaments, and Premises so to do, he the said *Anthony O'Reilly* would, upon the Request of the said *Thomas Jervis White* and *William Beauchamp Stoker* or the

[Private.]

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Survivor of them; his Executors or Administrators, but at the Costs of him, the said *Anthony O'Reilly*, make, do, execute, perform, levy, and suffer unto such Trustee or Trustees as should be then appointed for that Purpose all such Acts, Deeds, Fines, Recoveries, Conveyances, Assurances, Matters, and Things as should be necessary to charge and secure on the said Lands a Jointure of Three hundred Pounds for the said *Alicia Maria Fortescue*, payable as in the said Articles mentioned, with Powers of Entry and Distress for the Recovery of the same, and also to charge and secure the said several Lands and Premises with the Sum of Four thousand Pounds Sterling for the younger Children of the said intended Marriage, and likewise to new settle and limit the said Estates in strict Settlement, and with the usual Clauses and Powers according to the usual Course of Family Settlements: And whereas shortly after the Execution of the said Articles the Marriage of the said *Anthony O'Reilly* and *Alicia Maria Fortescue* was duly solemnized, and there were Eight Children Issue thereof, (that is to say,) One Son, *James Fortescue O'Reilly*, who died in the Year One thousand eight hundred and fifty-five, an Infant under the Age of Twenty-one Years, and without having been married, and Seven Daughters, (that is to say,) *Caroline Maria O'Reilly*, who attained her Age of Twenty-one Years, and intermarried with *William Mark Millan Fortescue*, and died in the Year One thousand eight hundred and sixty-two, *Alicia Margaret O'Reilly* (who has also attained her Age of Twenty-one Years), *Harriett Georgina O'Reilly*, *Florence Henrietta O'Reilly*, *Edith Sophia O'Reilly*, *Olivia Blanche O'Reilly*, and *Eva Cornelia O'Reilly*, who are Infants under the Age of Twenty-one Years, and the said *Alicia Maria O'Reilly* otherwise *Fortescue* died in the Year One thousand eight hundred and fifty-eight: And whereas at the Time of the Execution of the said Articles of the Thirteenth Day of *May* One thousand eight hundred and thirty-four, it was supposed and assumed that the said *James O'Reilly* the Second was seised of or entitled to an Estate for his Life in such of the said Lands and Hereditaments comprised in the said Indenture of the Eleventh Day of *September* One thousand seven hundred and ninety-nine as had not been sold in pursuance of the Trusts of the said Act of Parliament, but it was afterwards, by a certain Report of the Chief Remembrancer of the Court of Exchequer in *Ireland*, made in a certain Cause wherein *Robert Hodgins* was Plaintiff, and the said *James O'Reilly* the Second, *Anthony O'Reilly*, and others were Defendants, and by a Decree thereupon made in the said Cause, bearing Date the Eighth Day of *February* One thousand eight hundred and forty-nine, found and determined, that according to the true Construction and Effect of the said Indenture of the Eleventh Day of *September* One thousand seven hundred and ninety-nine, the said *James O'Reilly* the Second had not since his Marriage with the said *Henrietta Nugent* been entitled

Report of
Chief Re-
membrancer
of the Ex-
chequer in
Ireland, and
Decree dated
8th Feb.
1849.

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entitled to any Estate or Interest in the said Lands of *Baltrasna, Kilbride, Garrysallagh, Knocknavan, Derrindrum, Ballingross, and Polereagh*, except the Annuity or yearly Sum of Eight hundred Pounds of the late *Irish* Currency, in the said Indenture provided for him, as herein before is mentioned, or the Proportion thereof from Time to Time payable out of the said last mentioned Lands, as in the said Report mentioned, and which Annuity has since determined, and all Arrears thereof have been paid. And whereas by Indenture dated the Twentieth Day of *October* One thousand eight hundred and fifty-one, and made between the said *James O'Reilly* the Second of the First Part, the said *Anthony O'Reilly* of the Second Part, and *Joseph Lynch* of the Third Part, and afterwards duly enrolled in Chancery, pursuant to the Act for the Abolition of Fines and Recoveries, and the Substitution of more simple Modes of Assurance in *Ireland*, after reciting, amongst other things, that the said *Anthony O'Reilly* intended thereafter as soon as he conveniently could to execute his Covenant in the said Articles of the Thirteenth Day of *May* One thousand eight hundred and thirty-four contained, and that he wished in the meantime to defeat such Estate or Estates Tail in any of the said Lands and Hereditaments, as he might then be seised of or entitled to, and all Estates and Powers to take effect after the Determination of such Estate or Estates Tail, but subject and without Prejudice to any Estate for the Life of the said *James O'Reilly* the Second which might be then vested in the said *James O'Reilly* the Second or his Assigns, it was by the said Indenture now being recited witnessed, that in order to defeat and destroy every and all such Estate or Estates Tail as the said *Anthony O'Reilly* was or might be seised of or entitled to in any of the Lands and Hereditaments therein after mentioned, and all Estates, Rights, Interests, and Powers to take effect after the Determination of such Estate or Estates Tail, and subject to such Estate or Estates for the Life of the said *James O'Reilly* the Second as might be vested in him or his Assigns, he the said *Anthony O'Reilly*, with the Consent of the said *James O'Reilly* as Protector of the Settlement then subsisting in respect of such of the said Lands and Hereditaments as he or his Assigns was or were entitled to for the Term of his Life, did thereby grant, release, and confirm unto the said *Joseph Lynch* and his Heirs the herein before mentioned Lands of *Baltrasna*, and the Great Tithes of *Tullanahogue* and *Vasingstown*, the said Lands of *Kilbride, Garrysallagh, Knocknavan, Derrindrum, Ballingross, and Polereagh*, and also the said Lands of *Ardlow, Gortnashangan, Creenan, Shanarnogue* otherwise *Shanow*, and also the said Lands of *Crosskeys, Carrickatubber, Lislea, Carron* otherwise *Tullyodonnell, Tullytrain, Kilnacor, and Lenoggs*, to hold the same to the said *Joseph Lynch*, his Heirs and Assigns for ever, freed and discharged from any Estate or

Indenture
dated 28th
Oct. 1851.

Estates

The O'Reilly Estate Act, 1864

Estates Tail of the said *Anthony O'Reilly* therein, and from all Estates, Rights, Titles, Interests, and Powers to take effect after the Determination or in defeazance of any such Estate or Estates Tail, nevertheless to such Uses, and for and upon and subject to such Estates, Interests, Purposes, and Trusts, as the said *Anthony O'Reilly*, in pursuance of the said Articles of the Thirteenth Day of *May* One thousand eight hundred and thirty-four, should by any Deed or Deeds, to be executed by him in the Presence of One or more than One Witness, appoint and direct, and in default of such Appointment and subject thereto, and subject to and bound by the Effect in Equity of the said Articles, to the Use of the said *Anthony O'Reilly*, his Heirs and Assigns for ever: And whereas the said *James O'Reilly* the Second died on the Nineteenth Day of *March* One thousand eight hundred and fifty-three, and all Arrears of the Annuity of Eight hundred Pounds to which he was entitled under the said Indenture of the Eleventh Day of *September* One thousand seven hundred and ninety-nine have been fully paid and discharged: And whereas the Creditors of the said *James O'Reilly* the Third having become pressing for Payment of their Demands, the said *Anthony O'Reilly*, as Owner of the Lands comprised in the said Settlement of the Eleventh Day of *September* One thousand seven hundred and ninety-nine, did, on the Eighth Day of *May* One thousand eight hundred and fifty-two, present a Petition to the Commissioners for the Sale of Incumbered Estates in *Ireland* for a Sale of the said Lands, or such Part thereof as should be necessary for the Payment of the Debts and Incumbrances of the said *James O'Reilly* the Third, and thereupon such Proceedings were had and taken that the said Lands of *Gortnashangan* otherwise *Bingfield*, *Kilbride*, *Garrysallagh*, *Knocknavan*, and *Polereagh*, and also the Lands of *Dunallaghan*, were sold by the said Commissioners, for Payment of the Charges and Incumbrances thereon, and *Maurice Colles* was on the Seventh Day of *July* One thousand eight hundred and fifty-three declared the Purchaser of the said Lands of *Kilbride*, *Garrysallagh*, *Knocknavan*, *Polereagh*, and also the Lands of *Dunallaghan*, at or for the Price or Sum of Sixteen thousand seven hundred Pounds, but only as a Trustee for and on behalf of the said *Anthony O'Reilly*: And whereas, for the Purpose of completing the said Purchase and for other Purposes, the said *Anthony O'Reilly*, in the Year One thousand eight hundred and fifty-three, contracted with the *Standard Life Assurance Company* for the Loan by them to him of a Sum of Twenty-five thousand four hundred and seventy-five Pounds, and the said Loan was carried out by the Deeds next herein-after recited: And whereas by Indenture dated the Thirty-first Day of *January* One thousand eight hundred and fifty-four, and made between the said *Anthony O'Reilly* of the one Part, and *George Moir*, *George Patten*, and *William Thomas Thomson*, Trustees

Petition to
the In-
cumbered
Estates
Court,
dated 8th
May 1852.

Articles of
Settlement
dated 13th
May 1834

Indenture
dated 31st
Jan. 1854.

The O'Reilly Estate Act, 1864.

Trustees nominated by and on behalf of the said *Standard Life Assurance Company*, of the other Part, after reciting the Articles of the Thirteenth Day of *May* One thousand eight hundred and thirty-four, and the said Indenture of the Twentieth Day of *October* One thousand eight hundred and fifty-one, and reciting that the said *Standard Life Assurance Company* had contracted with the said *Anthony O'Reilly*, to lend and advance to him a Sum of Twenty-five thousand four hundred and seventy-five Pounds, upon having the Payment thereof, with Interest, at the Rate and in the Manner provided in the Indenture therein mentioned, and which is next herein-after recited, it was by the Indenture now being recited witnessed, that, in consideration of the Sum of Ten thousand one hundred and sixty-five Pounds Two Shillings and Ninepence, Portion of the said Sum of Twenty-five thousand four hundred and seventy-five Pounds, he the said *Anthony O'Reilly*, did thereby grant and convey unto the said *George Moir*, *George Patten*, and *William Thomas Thomson*, and their Heirs, all the Lands and Hereditaments which were comprised in the said Articles of the Thirteenth Day of *May* One thousand eight hundred and thirty-four, except those which had been sold as aforesaid by the Commissioners for Sale of Incumbered Estates in *Ireland*, that is to say, the said Lands of *Baltrasna* and *Ballingross*, the Lands of *Andlow*, *Greenan*, *Shananornogue* otherwise *Shanow*, and the Lands of *Crosskeys*, *Carrickatubber*, *Listea*, *Knocknahassane*, being a Sub-denomination of *Carron* otherwise *Tullydonnell*, *Tullytrain*, *Kilnecor*, and *Lenoggs*, and the said Tithes of *Tullanahogue*, and *Vasingstown*, to hold the same unto the said *George Moir*, *George Patten*, and *William Thomas Thomson*, their Heirs and Assigns, during the Life of the said *Anthony O'Reilly*, subject to the Proviso for the Redemption thereof contained in the said Indenture next herein-after recited: And whereas by another Indenture, also dated the Thirty-first Day of *January* One thousand eight hundred and fifty-four, and made between the said *Anthony O'Reilly* of the First Part, the said *Maurice Colles* of the Second Part, and the said *George Moir*, *George Patten*, and *William Thomas Thomson* of the Third Part, after reciting the said Purchase by the said *Maurice Colles*, in trust for the said *Anthony O'Reilly*, and reciting the said Articles of the Thirteenth Day of *May* One thousand eight hundred and thirty-four, and the said Indenture of the Twentieth Day of *October* One thousand eight hundred and fifty-one, and reciting that the said *Standard Life Assurance Company* had agreed with the said *Anthony O'Reilly* to lend him the Sum of Twenty-five thousand four hundred and seventy-five Pounds, the Repayment thereof, with Interest at the Rate therein mentioned, to be secured by a Mortgage of the Lands described in the First Schedule to the Indenture now being recited, being the Lands so purchased in the Incumbered Estates Court, as aforesaid, and the Fee Simple

Indenture
dated 31st
Jan. 1854.

The O'Reilly Estate Act, 1864.

and Inheritance thereof, and also by a Mortgage of the Life Estate of him the said *Anthony O'Reilly* in the several Lands described in the Second Schedule to the said Indenture now being recited, being the Residue of the Lands and Tenements comprised in the said Indenture of the Twentieth Day of *October* One thousand eight hundred and fifty-one, and which were conveyed to the said *George Moir, George Patten, and William Thomas Thomson* by the Indenture lastly herein-before recited, and by such Policy of Insurance, and such Bond of the said *Anthony O'Reilly* as in the Indenture now being recited are mentioned, it was by the Indenture now being recited witnessed, that in consideration of the Sum of Fifteen thousand three hundred and nine Pounds Seventeen Shillings and Threepence advanced by the said *Standard Life Assurance Company* to the said *Anthony O'Reilly*, for the Purpose of enabling him to complete the said Purchase, and in consideration of the further Sum of Ten thousand one hundred and sixty-five Pounds Two Shillings and Ninepence paid by the said Company to the said *Anthony O'Reilly* upon the Execution of the Indenture lastly herein-before recited, he the said *Anthony O'Reilly* did thereby, for himself, his Heirs, Executors, and Administrators, covenant with the said *George Moir, George Patten, and William Thomas Thomson*, their Executors and Administrators, that he the said *Anthony O'Reilly*, his Heirs, Executors, or Administrators, would procure the said Commissioners for the Sale of Incumbered Estates in *Ireland*, as soon as conveniently might be, after the Execution of the Indenture now being recited, to grant and convey unto and to the Use of the said *George Moir, George Patten, and William Thomas Thomson*, their Heirs and Assigns, in Fee Simple for ever, all and singular the Lands and Hereditaments specified in the said First Schedule, and all other, if any, the Lands and Hereditaments purchased by or in trust for him the said *Anthony O'Reilly*, in the Matter of the said *Anthony O'Reilly*, Owner and Petitioner; and it was by the said Indenture now being recited agreed and declared, that the said Lands and Hereditaments described in the said First and Second Schedules should be held by the said *George Moir, George Patten, and William Thomas Thomson*, for their own Use and Benefit, subject to the Proviso for Redemption thereof in the Indenture now being recited contained; that is to say, and it was thereby declared, that if the said *Anthony O'Reilly*, his Heirs, Executors, or Administrators, should pay to the said Company, their Successors or Assigns, the said Sum of Twenty-five thousand four hundred and seventy-five Pounds, with Interest thereon, at the Times and in the Manner therein mentioned, then and in such Case, the said *George Moir, George Patten, and William Thomas Thomson* would convey, re-convey, and assign the said Lands, Hereditaments, and Premises to the said *Anthony O'Reilly*, his Heirs, Executors, Ad-

ministrators,

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ministrators, or Assigns, or as he or they should direct: And whereas by a Deed Poll dated the Eighteenth Day of *March* One thousand eight hundred and fifty-four, under the Hands of the Right Honourable *John Richards* and *Mountifort Longfield*, Two of the said Commissioners for the Sale of Incumbered Estates in *Ireland*, and under the Seal of the said Commissioners, the said *John Richards* and *Mountifort Longfield* granted and conveyed the said Lands of *Garrysallagh, Kilbride, Knocknavan, and Polereagh* unto the said *George Moir, George Patten, and William Thomas Thomson*, their Heirs and Assigns for ever, and by another Deed Poll dated the Twenty-first Day of *June* One thousand eight hundred and fifty-four, under the Seal of the said Commissioners, they the said *John Richards* and *Mountifort Longfield* conveyed the said Lands of *Dunallagher* unto the said *George Moir, George Patten, and William Thomas Thomson*, their Heirs and Assigns for ever: And whereas the said *Anthony O'Reilly* afterwards borrowed from the said *Standard Life Assurance Company* the further Sum of One thousand five hundred Pounds, and by One other Indenture dated the Tenth Day of *November* One thousand eight hundred and fifty-four, made between the said *Anthony O'Reilly* of the First Part, *Samuel Gerrard*, of the Second Part, and the said *George Moir, George Patten, and William Thomas Thomson* of the Third Part, the said *Anthony O'Reilly* charged all and singular the said Lands and Premises with the Payment of the said Sum of One thousand five hundred Pounds, and Interest thereon, as in the Indenture now being recited is particularly mentioned: And whereas one *Edward Rotheram* did, in or as of *Michaelmas* Term One thousand eight hundred and fifty-eight, obtain a Judgment in Her Majesty's Court of Exchequer in *Ireland* against the said *Anthony O'Reilly* for the penal Sum of One thousand two hundred Pounds Debt, besides Costs, and did on the Fifteenth Day of *January* One thousand eight hundred and fifty-nine cause the same to be registered as a Mortgage, pursuant to the Statute in that Behalf, against the said Lands of *Kilbride and Garrysallagh*, and no others; and the said *Edward Rotheram* did also, in or as of *Trinity* Term One thousand eight hundred and fifty-nine, obtain another Judgment against the said *Anthony O'Reilly* for the penal Sum of Two thousand Pounds Debt, besides Costs, in Her Majesty's Court of Exchequer in *Ireland*, and did on the Twenty-third Day of *July* One thousand eight hundred and fifty-nine cause the same to be registered as a Mortgage against the said Lands of *Kilbride and Garrysallagh*, and no other: And whereas by Indenture dated the Eighth Day of *April* One thousand eight hundred and sixty-one, and made between the said *Anthony O'Reilly* of the one Part, and *Robert John Cuming* and *Thomas Radcliffe* of the other Part, the said *Anthony O'Reilly* granted and conveyed the said Lands of *Baltrasna* otherwise *Hawkesfield*, with

Deed Poll,
dated 18th
March 1854.Indenture
dated 10th
Nov. 1854.Indenture
dated 8th
April 1861.

the

The O'Reilly Estate Act, 1864.

Cause
Petition,
Court of
Chancery,
Ireland,
dated 1st
June 1860.

the Mansion House and Demesne Lands of *Baltrásna*, and the Great Tithes of *Tullanahogue*, the said Lands of *Kilbride*, *Garrysallagh*, *Knoeknavan*, *Ballingross*, and *Polereagh*, and also the said Lands of *Ardlow*, *Creenan*, *Crenew*, and also the said Lands of *Crosskeys*, *Carrickatubber*, *Listed*, *Carran* (otherwise *Tullyodonnell*), *Tullytain*, *Kilnecor*, and *Lenoggs*, unto the said *Robert John Cuming* and *Thomas Radcliff*, their Executors and Administrators, by way of Mortgage, to secure the Sum of Two thousand Pounds and Interest: And whereas the said *Anthony O'Reilly* on the First Day of *June* One thousand eight hundred and sixty filed a Cause Petition in the Court of Chancery in *Ireland*, stating the said Indentures of Fifth Day of *March* One thousand seven hundred and seventy-three, Eleventh Day of *September* One thousand seven hundred and ninety-nine, Ninth Day of *February* One thousand eight hundred and twenty-four, Thirteenth Day of *May* One thousand eight hundred and thirty-four, Twentieth Day of *October* One thousand eight hundred and fifty-one, and the Will of the said *James O'Reilly* the First, and the Deaths of his Wife the said *Alicia Maria O'Reilly* and his only Son the said *James Fortescue O'Reilly*, and praying that the said Articles of Agreement of the Thirteenth Day of *May* One thousand eight hundred and thirty-four might be specifically performed and carried into execution, and that it might be referred to One of the Masters of said Court to settle and approve of a proper Deed or Deeds of Settlement to be executed in pursuance of the Contract in the said Articles contained, and to carry into effect the Trusts thereof so far as the same were then subsisting and capable of being carried into effect, and that it might be referred to the Master to approve of Persons to be appointed Trustees of such Settlement in the Room and Stead of the said *Thomas Jervis White*, who was then dead, and of the said *William Beauchamp Stoker*, who was then resident abroad, and the said *Anthony O'Reilly* thereby named the said *Caroline Maria O'Reilly*, *Alicia Margaret O'Reilly*, *Harriett Georgina O'Reilly*, *Florence Henrietta O'Reilly*, *Edith Sophia O'Reilly*, *Olivia Blanche O'Reilly*, and *Eva Cornelia O'Reilly*, Respondents to the said Petition: And whereas on the Third Day of *November* One thousand eight hundred and sixty the said *Caroline Maria O'Reilly* and *Alicia Margaret O'Reilly*, who had then attained the Age of Twenty-one Years, and the other Respondents, who were still Infants, by *Sir Henry Meredyth*, their Guardian *ad litem*, filed their Affidavits by way of Answer to the said Petition: And whereas the Matter of the said Petition came on to be heard before the Right Honourable the Lord High Chancellor of *Ireland* on the Twenty-first Day of *November* One thousand eight hundred and sixty, and it was thereby ordered and declared by the Court that the said Articles of Agreement of the Thirteenth Day of *May* One thousand eight hundred and thirty-four should be specifically executed, and it was referred

Order of
Court dated
21st Nov.
1860.

The O'Reilly Estate Act, 1864.

referred to *Edward Litton*, Esquire, the Master in the said Cause Petition Matter, to ascertain the Lands available for or subject to the Trusts of the said Articles, and it was further ordered that the said Master should approve of a Settlement in conformity with said Articles, having regard to the true Construction of the same, and it was further ordered that *William Beauchamp Stoker*, the surviving Trustee of the said Articles, should be removed as such Trustee, and that the said Master should approve of Two fit and proper Persons to be Trustees of the intended Settlement, in lieu of *Thomas Jervis White* deceased and the said *William Beauchamp Stoker*, and after reciting that it had been stated that the Petitioner had made an Offer to make a Settlement of Fourteen thousand Pounds on his said Seven Daughters, in lieu of their Rights under the said Articles, it was further ordered that the said Master should take such Proposition into consideration, and report whether the same would be for the Benefit of the minor Respondents in said Cause Petition Matter: And whereas by Indenture dated the Fifteenth Day of *April* One thousand eight hundred and sixty-one, and made between the said *Anthony O'Reilly* of the one Part, and *Robert John O'Reilly* and *Dominick McCausland* of the other Part, after reciting the said Articles of the Thirteenth Day of *May* One thousand eight hundred and thirty-four, and the said Indenture of the Twentieth Day of *October* One thousand eight hundred and fifty-one, the said Two Indentures of the Thirty-first Day of *January* One thousand eight hundred and fifty-four, the said Deed of the Eighteenth Day of *March* One thousand eight hundred and fifty-four, and the said Indenture of Tenth Day of *November* One thousand eight hundred and fifty-four, and the said Indenture of Eighth Day of *April* One thousand eight hundred and sixty-one, and the Two Judgments which had been obtained by the said *Edward Rotherham* against the said *Anthony O'Reilly*, as herein-before is mentioned, and further reciting that the said *Anthony O'Reilly* was desirous of providing Funds for the Payment of the several Sums so charged upon the said Lands, and amounting in the whole to the Sum of Thirty-four thousand five hundred and seventy-five Pounds, it was by the Indenture now being recited witnessed, that the said *Anthony O'Reilly* did thereby grant, release, and confirm the said Lands of *Garrysallagh, Drumallaghan* (or *Dunallaghan*), *Kilbride, Knocknavan, Ballingross*, and *Poleacagh*, and also the said Lands of *Baltrasna* otherwise *Hawkesfield*, and the Tithes of *Tullanahogue*, and the House and Demesne Lands of *Baltrasna*, and the Lands of *Ardlow, Greenan, Shanamorogue, Crosskeys, Carrickatubber, Lislea, Carron* (otherwise *Tullyodonnell*), *Knocknahassane, Tullytrain, Kilmecor*, and *Lenoggs* unto the said *Robert John O'Reilly* and *Dominick McCausland*, their Heirs and Assigns, subject to the said Charges and Incumbrances, upon trust, to sell the said Lands, and by such Sale, or by Mortgage,

[Private.]

Trust Deed
dated 15th
April 1861.

The O'Reilly Estate Act, 1864.

Charge, or other Disposition of the said Lands, to raise the Sum of Thirty-five thousand Pounds; and it was by the Indenture now being recited declared, that the said Trustees, or the Survivor of them, or other the Trustees for the Time being of the Indenture now being recited, should out of the said Sum of Thirty-five thousand Pounds pay and discharge all Charges and Expenses to be incurred in and about such Sale, Mortgage, or Charge, or in anywise in relation thereto, and should stand possessed of the Residue of the said Sum upon trust thereout to pay and satisfy the Sums of Four thousand Pounds Charge as aforesaid for the Daughters of the said *Anthony O'Reilly*, the Sums of Twenty-five thousand four hundred and seventy-five Pounds and One thousand five hundred Pounds so due to the said *Standard Life Assurance Company* the Sums of Six hundred Pounds, and One thousand Pounds due to the said *Edward Rotherham*, and the Sum of Two thousand Pounds due to the said *Robert John Cuming* and *Thomas Radcliffe*, so that the said Lands, Hereditaments, and Premises might be discharged and disencumbered from the said Sums and should stand possessed of so much of the said Sum of Thirty-five thousand Pounds as should remain after paying the said Debts and answering the Trusts aforesaid upon trust for the said *Anthony O'Reilly*, his Executors, Administrators, and Assigns; and it was by the Indenture now being recited declared, that subject to the Trusts and Purposes aforesaid, the said Trustees or Trustee for the Time being should stand and be seised of and interested in the said Lands, Hereditaments, and Premises upon trust that while all or any Part of the said Principal Sums of Four thousand Pounds, Twenty-five thousand four hundred and seventy-five Pounds, One thousand five hundred Pounds, Six hundred Pounds, and One thousand Pounds and Two thousand Pounds, should remain unpaid, they or he the said Trustees or Trustee for the Time being should, out of the Rents, Issues, and Profits of the said Lands, Hereditaments, and Premises, from Time to Time pay all Interest which should thereafter accrue due in respect of the said Principal Sums, or such Parts of them as should for the Time being remain unpaid; and, subject to the Trusts aforesaid, it was declared that the said Trustees, or the Survivor of them, or the Heirs of such Survivor, their or his Assigns, should stand and be seised and possessed of and interested in the said Lands, Hereditaments, and Premises in trust for the said *Anthony O'Reilly*, his Heirs and Assigns; and in the said Indenture is contained a Power to the said *Anthony O'Reilly* to make Leases as therein mentioned of the said Lands or the unsold Portions thereof for the Time being, and a Provision for the Appointment of new Trustees upon the Death, Disqualification, or Refusal to act of the said *Robert John O'Reilly* and *Dominick M. Causland*. And whereas *Edward Litton* Esquire, the Master to whom the said Cause of *O'Reilly* against *O'Reilly* was referred

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referred as aforesaid, made his Report therein on the Twenty-fifth Day of *April* One thousand eight hundred and sixty-one, and thereby found that the Lands then available for and subject to the Trusts of the said Articles were, the Lands of *Baltrasna* otherwise *Hawkesfield*, the Tithes of *Tullagharnogue*, and the Lands of *Ardlow*, *Crenew*, *Shannow* otherwise *Shananornogue*, *Carrickatubber*, which includes the Lands of *Crosskeys*, *Lislea*, *Carran*, *Tullytrain*, *Kilnacor*, *Lenoggs*, of which the said *Anthony O'Reilly* was then seised in Fee; and the said Master reported that he had settled and approved of the Draft of a Settlement in conformity with the said Articles, and the Events which had occurred since the Execution thereof; and the said Master found that the said Sir *Henry Meredyth* and *William Mark Millar Fortescue* were fit and proper Persons to be Trustees of the intended Settlement, in the Room and Stead of the said *Thomas Jervis White* and *William Beauchamp Stoker*; and the said Master further reported that the said *Anthony O'Reilly* having declared his Intention to abide by his Offer to make a Settlement of a further Sum of Ten thousand Pounds on his said Daughters, to be charged on all the Right, Title, and Interest of the said *Anthony O'Reilly* in the Lands in the said Report mentioned, in addition to Four thousand Pounds already charged, the said Master found that it would be for the Benefit and Advantage of the said Minor Respondents that such Offer should be accepted, and that he had accordingly settled and approved of the Draft of a proper Deed charging the said Sum of Ten thousand Pounds in favour of all the Respondents upon the Lands in said Draft mentioned: And whereas on the Second Day of *May* One thousand eight hundred and sixty-one the said Cause Petition Matter came on to be heard before the Lord Chancellor of *Ireland* on the said Report, unexcepted to, and the Merits, and Counsel for the Petitioner having stated to the Court that a Minute of an Order to be made in the Matter had been agreed upon by all Parties, and the said Minute having been read to the Court, it was ordered by the Right Honourable the Lord Chancellor of *Ireland* that the said Report should stand confirmed, and it was declared that the said Lands of *Baltrasna* otherwise *Hawkesfield*, the Tithes of *Tullagharnogue*, and the Lands of *Ardlow*, *Crenew*, *Shannow* otherwise *Shananornogue*, *Carrickatubber*, *Lislea*, *Carran*, *Tullytrain*, *Kilnacor*, and *Lenoggs* were the Lands then available for and subject to the Trusts of the Articles of the Thirteenth Day of *May* One thousand eight hundred and thirty-four; and it was further ordered that the said Sir *Henry Meredyth* and *William Mark Millar Fortescue* should be appointed Trustees in the Place of *Thomas Jervis White* and *William Beauchamp Stoker* of the Deed of Settlement to be executed in pursuance of the said Articles, and that the said *Anthony O'Reilly* and the said Sir *Henry Meredyth* and *William Mark Millar Fortescue* should execute

Order dated
2d May 1861.

Printed by
H. G. A. Millar
1861

The O'Reilly Estate Act, 1864.

Indenture
dated 25th
May 1861.

execute the Indenture of Settlement which had been approved of by the said Master in conformity with the said Articles; and after reciting that it was for the Benefit and Advantage of the Minor Respondents that the Offer of the Petitioner to make a Settlement of a further Sum of Ten thousand Pounds on his said Daughters, in discharge of all Claims in and to the Lands in the said Articles mentioned to be charged on the Lands in the Report mentioned, should be carried into effect, accordingly, it was ordered that the said Sum of Ten thousand Pounds should be charged on the said Lands, and that the said *Anthony O'Reilly*, *Sir Henry Meredyth*, and *William Mark Millar Fortescue* should execute the Deed settled by the said Master charging the said Sum of Ten thousand Pounds in favour of the Respondents, the Daughters of the said *Anthony O'Reilly*, upon the Lands therein mentioned: And whereas by Indenture dated the Twenty-fifth Day of *May* One thousand eight hundred and sixty-one, and expressed to be made between the said *Anthony O'Reilly* of the First Part, the said *Caroline Maria O'Reilly* and *Alicia Margaret O'Reilly*, who were then respectively of the Age of Twenty-one Years, of the Second Part, the said *Harriet Georgina O'Reilly*, *Florence Henrietta O'Reilly*, *Edith Sophia O'Reilly*, *Olivia Blanche O'Reilly*, and *Eva Cornelia O'Reilly*, who were then Infants, of the Third Part, and the said *Sir Henry Meredyth* and *William Mark Millar Fortescue* of the Fourth Part, and executed by the said *Anthony O'Reilly*, *Caroline Maria O'Reilly*, *Alicia Margaret O'Reilly*, and *William Mark Millar Fortescue*, being the Settlement executed in pursuance of the said Report and Decree, and approved of by the said Master, and such Approval certified by his Indorsement thereon, after reciting the said Articles of the Thirteenth Day of *May* One thousand eight hundred and thirty-four, and the said Indenture of the Twentieth Day of *October* One thousand eight hundred and fifty-one, and the said Proceedings in the Court of Chancery in *Ireland*, and that the said Master had approved of the Indenture now being recited, he the said *Anthony O'Reilly* did by Indenture now being recited grant, assign, and transfer unto the said *Sir Henry Meredyth* and *William Mark Millar Fortescue*, their Executors and Administrators, the said Lands of *Baltrasna* otherwise *Hawkesfield*, and the Tithes of *Tullagharnogue*, and the said Lands of *Ardlow*, *Crenan*, *Shananornogue*, *Knocknalussane*, *Shannow*, *Carrickatubber*, *Lislea*, *Kilnacor*, and *Lenogs*, and the House and Demesne Lands of *Baltrasna*, with the Appurtenances, to hold the same unto the said *Sir Henry Meredyth* and *William Mark Millar Fortescue*, their Executors, Administrators, and Assigns, for a Term of Five hundred Years, to be computed from the Date of the Indenture now in recital, upon trust that they and the Survivor of them, and the Executors or Administrators of such Survivor, their or his Assigns, after the Death of the said *Anthony O'Reilly*, or in his Lifetime,

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Lifetime, if he should so direct by Writing, should, by mortgaging, selling, or otherwise disposing of the said Lands for the whole or any Part of the said Term, or out of the Rents and Profits of the said Lands or any of them, or by all or any of the said Ways, raise for the Portions of the said *Caroline Maria O'Reilly, Alicia Margaret O'Reilly, Harriet Georgina O'Reilly, Florence Henrietta O'Reilly, Edith Sophia O'Reilly, Olivia Blanche O'Reilly, and Eva Cornelia O'Reilly*, the Sum of Four thousand Pounds, to be paid and payable to and amongst them in such Shares and to be Interests vested at such Days or Times as the said *Anthony O'Reilly* should by Deed or Will appoint, and in default of such Appointment, and so far as any such Appointment should not extend, the said Sum of Four thousand Pounds to be paid to them in equal Shares, and to be Interests then vested in the said *Caroline Maria O'Reilly* and *Alicia Margaret O'Reilly*, and to be Interests vested in the said Parties of the Third Part respectively at their respective Ages of Twenty-one Years, or Days of Marriage, whichever should first happen; and it was by the Indenture now being recited provided, that any Daughter taking a Share of the said Sum of Four thousand Pounds under an Appointment should not take any Share in the unappointed Residue without bringing such appointed Share into Hotchpot; and in the same Indenture were contained Provisions for the Survivorship or Accruer in case of the Death of any of the Parties of the Third Part under Age and unmarried, and also for the Maintenance and Education of the said Parties of the Third Part, and for the Indemnity and Reimbursement of the Trustees and the Appointment of new Trustees: And whereas by one other Indenture, also dated the Twentieth Day of *May* One thousand eight hundred and sixty-one, and expressed to be made between the said *Anthony O'Reilly* of the First Part, the said *Caroline Maria O'Reilly* and *Alicia Margaret O'Reilly*, who were respectively then of the Age of Twenty-one Years, of the Second Part, the said *Harriett Georgina O'Reilly, Florence Henrietta O'Reilly, Edith Sophia O'Reilly, Olivia Blanche O'Reilly, and Eva Cornelia O'Reilly*, who were respectively then Infants, of the Third Part, and the said *Sir Henry Meredyth* and *William Mark Millar Fortescue* of the Fourth Part, and executed by the said *Anthony O'Reilly, Caroline Maria O'Reilly, Alicia Margaret O'Reilly, and William Mark Millar Fortescue*, and which Indenture was also executed in pursuance of the said Report and Decree, and was approved of by the said Master, and his Approval certified in the Margin thereof; after reciting as in the said lastly herein-before recited Indenture is recited, and also reciting the said Indenture of the Fifteenth Day of *April* One thousand eight hundred and sixty-one, it was by the Indenture now being recited witnessed, that the said *Anthony O'Reilly* did thereby grant, assign, and transfer unto the said *Sir Henry Meredyth* and *William Mark Millar Fortescue*,

Indenture, dated 25th May 1861, creating Term of 500 Years for raising Portions.

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their

The O'Reilly Estate Act, 1864.

their Executors and Administrators, the said Lands of *Baltrasna* otherwise *Hawkesfield*, the House and Demesne Lands of *Baltrasna*, the Lands of *Ballingross*, the Tithes of *Tullagharnogue*, the Lands of *Ardlow*, *Crenan*, *Shananornogue*, *Knockahussane*, *Shannow*, *Carricktubber*, *Lislea*, *Carran*, *Tullytrain*, *Kilnecor*, and *Lenogs*, being the Lands in the said Report and Decree mentioned, and also the said Lands of *Kilbride*, *Garrysallagh*, *Knocknavan* otherwise *Rathcravin*, and *Polereagh*, and the Lands of *Dunallaghan*, being the Lands purchased in the Incumbered Estates Court as already mentioned, to hold the same unto the said Sir *Henry Meredyth* and *William Mark Millar Fortescue*, their Executors, Administrators, and Assigns, for a Term of Five hundred Years computed from the Date of the Indenture now in recital, but subject to the said Indenture of the Fifteenth Day of *April* One thousand eight hundred and sixty-one, and the Incumbrances therein mentioned, and the Trusts and Powers therein contained for raising the same, upon trust that they and the Survivor of them, and the Executors or Administrators of such Survivor, their or his Assigns, should, by mortgaging, selling, or otherwise disposing of the said Lands, or out of the Rents and Profits thereof, or by all or any of the said Ways and Means, raise for the said Parties thereto of the Second and Third Parts the Sum of Ten thousand Pounds, to be paid and payable to them in equal Shares, and to be Interests vested in them respectively on their respectively attaining their Ages of Twenty-one Years, or being married with the Consent of the said *Anthony O'Reilly*, whichever should first happen, and to be payable and paid to them respectively on their respective Days of Marriage with Consent as aforesaid, or on the Day of the Marriage of the said *Anthony O'Reilly*, or on the Day of the Death of the said *Anthony O'Reilly*, whichever should first happen, provided that if the said *Anthony O'Reilly* should happen to be married or die before all his said Daughters should have attained their full Age of Twenty-one Years, the Shares of such of them as should be then under the Age of Twenty-one Years and unmarried should not be payable or paid until she should attain her Age of Twenty-one Years, or be married, whichever should first happen; and in the said Indenture now being recited is contained a Provision for Survivorship or Accruer in case of the Death of any of the Parties of the Third Part under Age, and without having been married, and for the Maintenance and Education of the said Parties of the Third Part, and for the Indemnity and Reimbursement of the Trustees, and the Appointment of new Trustees: And whereas the said *Caroline Maria O'Reilly*, in the Month of *September* One thousand eight hundred and sixty-one, intermarried with the said *William Mark Millar Fortescue*; and by Indenture dated the Eleventh Day of *September*, One thousand eight hundred and sixty-one, and made between the said *Anthony O'Reilly* of the First Part,

Indenture
dated 11th
Sept. 1861.

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Part, the said *William Mark Millar Fortescue* of the Second Part, the said *Caroline Maria O'Reilly* of the Third Part, and *Robert John O'Reilly* and *Travers Robert Blackley* junior, of the Fourth Part, being the Settlement entered into previously and in contemplation of the said Marriage, after reciting, amongst other Things, the said Two Indentures of the Twenty-fifth Day of *May* One thousand eight hundred and sixty-one, and that it had been agreed that the said *Caroline Maria O'Reilly* should assign over all her Right and Interest, present and future, to the Sum of Ten thousand Pounds in the secondly herein-before recited Indenture of the Twenty-fifth Day of *May* One thousand eight hundred and sixty-one, to her Sisters, for their absolute Use, it is by the Indenture now being recited, amongst other Things, witnessed, that the said *Anthony O'Reilly* did thereby irrevocably appoint to the said *Caroline Maria O'Reilly* the Sum of Two thousand Pounds Sterling, being a Moiety of the Sum of Four thousand Pounds charged by the said Indenture of the Twenty-fifth Day of *May* One thousand eight hundred and sixty-one on the Lands and Hereditaments therein comprised, and did thereby direct the said *Sir Henry Meredyth* and *William Mark Millar Fortescue*, or the Survivor of them, or the Executors or Administrators of such Survivor, as soon as might be after the Solemnization of the said Marriage, to raise the said Sum of Two thousand Pounds, and pay the same to the Persons who should be entitled thereto by virtue of the said Appointment and of the Indenture now being recited; and by the same Indenture the said *Anthony O'Reilly* and *Caroline Maria O'Reilly*, with the Assent of the said *William Mark Millar Fortescue*, did assign the said Sum of Two thousand Pounds and the Interest to become due thereon unto the said *Robert John O'Reilly* and *Travers Robert Blackley* junior, their Executors, Administrators, and Assigns, upon trust for the said *Caroline Maria O'Reilly* until the said Marriage should be solemnized, and after the Solemnization thereof upon trust to invest the same as in the said Indenture now being recited is specified, and to pay the Interest and Dividends thereon to the said *William Mark Millar Fortescue* during his Life, or until he should alien, charge, or incumber the same, or until any Writ of Execution should issue by reason whereof his Life Interest should become liable to be seized or attached, or until he should be declared bankrupt or become an Insolvent, and after the Determination of the said Trust in favour of the said *William Mark Millar Fortescue* in case the same should happen during the joint Lives of him and the said *Caroline Maria O'Reilly* upon trust to pay the Interest and Dividends to the said *Caroline Maria O'Reilly* for her separate Use, without Power of Anticipation, and after the Death of the said *William Mark Millar Fortescue* to pay the Interest and Dividends to the said *Caroline Maria O'Reilly* during her Life, if she should survive the said *William Mark Millar Fortescue*, and from and after the

The O'Reilly Estate Act, 1864.

Indenture,
dated 11th
Sept. 1861.

the Death of the Survivor of them the said *Caroline Maria O'Reilly* and *William Mark Millar Fortescue*; upon trust that the said Trustees or Trustee should stand possessed of the said Trust Monies, Stocks, Funds, and Securities upon trust for the Children of the said intended Marriage, as in the Indenture now being recited is mentioned, and in case there should be no Child of the said Marriage who being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain that Age or marry, then in trust for the said *Caroline Maria O'Reilly*, her Executors, Administrators, or Assigns, if she should survive the said *William Mark Millar Fortescue*, but if she should die in his Lifetime then in trust for such Persons, for such Purposes, and in such Shares as she should by Deed or Will appoint, and in default of such Appointment then in trust for such Persons as would have been entitled thereto under the Statutes for the Distribution of the Effects of Intestates if she had died intestate and without being married: And whereas by another Indenture, also dated the Eleventh Day of *September* One thousand eight hundred and sixty-one, and expressed to be made between the said *Caroline Maria O'Reilly* of the First Part, and the said *William Mark Millar Fortescue* of the Second Part, the said *Anthony O'Reilly* of the Third Part, the said Sir *Henry Meredyth* and *William Mark Millar Fortescue* of the Fourth Part, and the said *Alicia Margaret O'Reilly*, *Harriett Georgina O'Reilly*, *Florence Henrietta O'Reilly*, *Edith Sophia O'Reilly*, *Olivia Blanche O'Reilly*, and *Eva Cornelia O'Reilly* of the Fifth Part, the said *Caroline Maria O'Reilly* did, with the Consent of the said *William Mark Millar Fortescue* her intended Husband, assign and transfer unto the said Sir *Henry Meredyth* and *William Mark Millar Fortescue* all her Estate, Right, Title, and Interest in the Sum of Ten thousand Pounds provided by the said herein-before-recited Indenture of the Twenty-fifth Day of *May* One thousand eight hundred and sixty-one, upon trust for the Benefit of her said Six younger Sisters, Parties to the Indenture now being recited of the Fifth Part, to be paid and payable unto and among them in equal Shares, and to be Interests vested in and to be payable and paid to them respectively on or at such Ages, Days, or Times as are in the said Indenture of the Twenty-fifth Day of *May* One thousand eight hundred and sixty-one declared concerning their respective original Shares of the said Sum of Ten thousand Pounds: And whereas there were no Issue of the said Marriage, and the said *Caroline Maria Fortescue* otherwise *O'Reilly* died in the Month of *September* One thousand eight hundred and sixty-two, without having exercised the said Power of Appointment given to her by the firstly herein-before recited Indenture of the Eleventh Day of *September* One thousand eight hundred and sixty-one, leaving the said *William Mark Millar Fortescue* and *Anthony O'Reilly* her surviving, by reason whereof the said *Anthony O'Reilly*, as her sole Next of Kin, became

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became entitled to the said Sum of Two thousand Pounds, subject only to the Life Interest of the said *William Mark Millar Fortescue* therein: And whereas the said *William Mark Millar Fortescue* afterwards agreed to assign his Life Interest in the said Charge or Sum of Two thousand Pounds to the said *Anthony O'Reilly*, in consideration of an Annuity of One hundred Pounds *per Annum* payable during the Life of him the said *William Mark Millar Fortescue*, and accordingly, by Indenture dated the Twentieth Day of *January* One thousand eight hundred and sixty-four, and made between the said *Anthony O'Reilly* of the one Part, and the said *William Mark Millar Fortescue* of the other Part, the said *Anthony O'Reilly* granted to the said *William Mark Millar Fortescue* an Annuity or yearly Rentcharge of One hundred Pounds *per Annum*, payable to the said *William Mark Millar Fortescue* during his Life, and charged upon the said Lands of *Baltrasna*, the Tithes of *Tullaghanogue*, and the Lands of *Ardlow*, *Crenew*, *Shananornogue*, *Knocknahussane*, *Shannow*, *Carrickatubber*, *Lislea*, *Carran*, *Tullytran*, *Kilnecor*, and *Lenoggs* in the County of *Cavan*, and the House and Demesne Lands of *Baltrasna* in the County of *Meath*, and also the Lands of *Garrysallagh*, *Kilbride*, otherwise *Rathcravin*, *Polereagh*, and *Dunnallagha*, and by another Indenture dated the Twentieth Day of *January* One thousand eight hundred and sixty-four, and made between the said *Robert John O'Reilly* and *Travers Robert Blackley* junior of the First Part, and the said *William Mark Millar Fortescue* of the Second Part, *William Tatlow* of the Third Part, and the said *Anthony O'Reilly* of the Fourth Part, they the said *Robert John O'Reilly* and *Travers Robert Blackley* and *William Mark Millar Fortescue* did, in consideration of the said Annuity, grant and assign and confirm the said Sum of Two thousand Pounds, and all Interest to become due thereon, and all the Estate and Interest of them and each of them in or to the Premises, unto the said *William Tatlow*, his Executors, Administrators, and Assigns, free from all Claim of them the said *Robert John O'Reilly*, *Travers Robert Blackley*, and *William Mark Millar Fortescue*, on Foot of the said firstly herein-before recited Indenture of the Eleventh Day of *September* One thousand eight hundred and sixty-one, but upon trust for the said *Anthony O'Reilly*, his Executors, Administrators, and Assigns: And whereas by one other Indenture dated the Twenty-first Day of *January* One thousand eight hundred and sixty-four, and made between the said *William Tatlow* of the First Part, the said *Anthony O'Reilly* of the Second Part, and *Henry Samuel Close*, *Robert Barry Close*, and *Samuel Holt Close* of the Third Part, the said *William Tatlow*, by the Desire of the said *Anthony O'Reilly*, did grant and assign, and the said *Anthony O'Reilly* did thereby grant and confirm, the said Charge or Sum of Two thousand Pounds and all Interest to become due thereon unto

Indenture
dated 20th
Jan. 1864.

Indenture
dated 21st
Jan. 1864.

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the

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the said *Henry Samuel Close*, *Robert Barry Close*, and *Samuel Holt Close*, their Executors, Administrators, and Assigns, but by way of Mortgage only to secure to them the Payment of certain Promissory Notes of the said *Anthony O'Reilly* in the Indenture now being recited mentioned: And whereas the said *Anthony O'Reilly* is a Widower, and has not married since the Decease of the said *Alicia Maria O'Reilly* otherwise *Fortescue* his late Wife: And whereas the said *Robert John O'Reilly* and *Dominick M' Causland*, the Trustees of the said Indenture of the Fifteenth Day of *April* One thousand eight hundred and sixty-one, having, in pursuance of the Trusts thereof, entered into a Treaty for a Loan of a Sum of Thirty-five thousand Pounds upon the Security of a Mortgage of the Lands therein comprised, Doubts have arisen whether, inasmuch as the infant Daughters of the said *Anthony O'Reilly* are not bound by the said Decree of the Second Day of *May* One thousand eight hundred and sixty-one, such proposed Mortgage would be valid as against them, or take Precedence of the Sum of Ten thousand Pounds provided for them by the second herein-before recited Indenture of Twenty-fifth Day of *May* One thousand eight hundred and sixty-one: And whereas the Arrangement intended to be carried out by the said Indenture of Fifteenth Day of *April* One thousand eight hundred and sixty-one, and the said Decree of the Second Day of *May* One thousand eight hundred and sixty-one, and the said Two Indentures of the Twenty-fifth Day of *May* One thousand eight hundred and sixty-one, executed in pursuance of such Decree, is advantageous to the Daughters of the said *Anthony O'Reilly*, and it would be highly beneficial to them, and to all Parties interested in the said Estates, if the aforesaid Doubts were removed, and the Daughters of the said *Anthony O'Reilly*, and his Children, if any, by any future Marriage, were bound by the said Deeds and Decree, and the Arrangement intended to be thereby made were carried into effect; but the same cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Anthony O'Reilly*, *Robert John O'Reilly*, and *Dominick M' Causland* do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; that is to say,

Decree of
Lord Chan-
cellor of Ire-
land, dated
2d May 1861,
to be binding
on Anthony
O'Reilly,

1. The said Decree of the Lord Chancellor of *Ireland* made on the Second Day of *May* One thousand eight hundred and sixty-one in the Cause Petition Matter wherein *Anthony O'Reilly* is Petitioner, and *Caroline Maria O'Reilly* and others are Respondents, is hereby declared to be and shall be final, conclusive, and binding upon the said *Anthony O'Reilly* and his aforesaid Daughters, *Alicia Margaret O'Reilly*,

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O'Reilly, Harriett Georgina O'Reilly, Florence Henrietta O'Reilly, Edith Sophia O'Reilly, Olivia Blanche O'Reilly, and Eva Cornelia O'Reilly, the Representatives of the said *Caroline Maria Fortescue* otherwise *O'Reilly* deceased, and upon every Person claiming through them or any of them, and upon the Children, if any, which shall be hereafter born to the said *Anthony O'Reilly*, and upon every Person claiming through them or any of them, and shall not be subject to Appeal or Review.

Esq., and his Daughters and after-born Children.

2. The said Indenture of the Fifteenth Day of *April* One thousand eight hundred and sixty-one, and the said Two Indentures dated respectively the Twenty-fifth Day of *May* One thousand eight hundred and sixty-one, shall be respectively valid, effectual, and binding upon the said *Anthony O'Reilly* and his aforesaid Daughters, *Alicia Margaret O'Reilly, Harriett Georgina O'Reilly, Florence Henrietta O'Reilly, Edith Sophia O'Reilly, Olivia Blanche O'Reilly, and Eva Cornelia O'Reilly*, the Representatives of the said *Caroline Maria Fortescue* otherwise *O'Reilly* deceased, and the Children, if any, who shall be hereafter born to the said *Anthony O'Reilly*, and upon every Person claiming any Estate or Interest in the Lands in the said Indentures respectively comprised through or under the said *Anthony O'Reilly* or his aforesaid Daughters or after-born Children, or any of them, and the Sum of Thirty-five thousand Pounds, which the said *Robert John O'Reilly* and *Dominick M' Causland* are, by the said Indenture of Fifteenth Day of *April* One thousand eight hundred and sixty-one, empowered to raise for the Purposes therein mentioned, shall have Precedence as a Charge upon the Lands in the said Indenture mentioned over the Sum of Ten thousand Pounds charged thereon by the said second herein-before recited Indenture of Twenty-fifth Day of *May* One thousand eight hundred and sixty-one for the Daughters of the said *Anthony O'Reilly*.

Deed of 15th April 1861 and Two Deeds of 25th May 1861 to be binding on the said *Anthony O'Reilly* and his Daughters and after-born Children.

3. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to the said *Standard Life Assurance Company* as such Mortgagees as herein-before is mentioned, and to the said *Edward Rotheram* as such Creditor by Judgment Mortgage as herein-before is mentioned, and to the said *Robert John Cuming* and *Thomas Radcliff* as such Mortgagees as aforesaid, and to all Persons claiming under existing Leases and Contracts of Tenancy in respect of such Leases and Tenancies, and all other Persons, Bodies Politic and Corporate, their Heirs, Successors, Executors, and Administrators, other than and except the said *Anthony O'Reilly*, and his Daughters, *Alicia Margaret O'Reilly, Harriett Georgina O'Reilly, Florence Henrietta O'Reilly, Edith Sophia O'Reilly, Olivia Blanche O'Reilly, and Eva Cornelia O'Reilly*, and the Representatives of the said *Caroline Maria Fortescue* otherwise *O'Reilly*, the said *Robert John*

General Saving.

The O'Reilly Estate Act, 1864.

John O'Reilly and Dominick M'Cauleand as such Trustees as hereinbefore is mentioned, the said *Sir Henry Meredyth and William Mark Millar Fortescue* as such Trustees as hereinbefore is mentioned, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the several Lands and Hereditaments in the said Indenture of the Fifteenth Day of *April* One thousand eight hundred and sixty-one, and the Two Indentures of the Twenty-fifth Day of *May* One thousand eight hundred and sixty-one, or any of them, comprised, as they are or any of them would or might have had if this Act had not been passed.

Short Title.

4. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *O'Reilly* Estate Act, One thousand eight hundred and sixty-four."

Act as printed by Queen's Printers to be Evidence.

5. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1864.