



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 4.

An Act for giving Effect to a Compromise of Suits affecting the Estates in the County of *Cork* in *Ireland*, late of *Henry Frederick John James Perceval* Fifth Earl of *Egmont*, deceased.

[25th July 1864.]

WHEREAS under and by virtue of certain Indentures of Lease and Release bearing Date respectively the Seventeenth and Eighteenth Days of *January* One thousand seven hundred and ninety-one, the Indenture of Release being made between *John James* Third Earl of *Egmont*, since deceased, of the First Part, *John Perceval* Esquire, commonly called Lord Viscount *Perceval* (afterwards *John* Fourth Earl of *Egmont*), since deceased, of the Second Part, *Samuel Vines* Gentleman, of the Third Part, and *John Vernon* the elder, Gentleman, of the Fourth Part, and a Common Recovery suffered in His Majesty's Court of Common Pleas in *Dublin* in *Trinity* Term in the Thirty-first Year of *George* the Third, and a Declaration of the Uses of the said Recovery contained in the said Indenture of Release, certain Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments situate in the County of *Cork* in *Ireland*, and specified in the First and Second Schedules to this Act annexed, together with certain Lands, Tenements, and Hereditaments situate in the County of *Somerset*, were settled to the

Indentures of Lease and Release dated 17th and 18th Jan. 1791.

[Private.]

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Use

Egmont Estates Act, 1864.

Use of the said *John James* Third Earl of *Egmont* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of such Person and Persons, and for such Estate and Estates, and upon such Trusts, and for such Intents and Purposes, subject to, by, with, and under such Powers, Provisoos, and Limitations, and with such Remainders, and charged and chargeable in such Manner, as the said *John James* Third Earl of *Egmont*, and *John* then Viscount *Perceval* afterwards Fourth Earl of *Egmont*, during their joint Lives, by Deed, should from Time to Time and at any Time or Times direct or appoint; and in default of such Direction and Appointment, and subject thereto, to the Use and Behoof of such Person or Persons, and for such Estate and Estates, and upon such Trusts, and to and for such Intents and Purposes, and subject to, by, with, and under such Powers, Provisoos, and Limitations, and with such Remainders, and charged and chargeable in such Manner, as the said *John* then Viscount *Perceval*, in case he should survive the said *John James* Third Earl of *Egmont*, by any Deed or Deeds, Instrument or Instruments in Writing, to be by him sealed and delivered in the Presence of Two or more credible Witnesses, should direct or appoint; and in default of any such Direction or Appointment, and subject thereto, to the Use of the said *John* then Viscount *Perceval* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Vernon* and *Samuel Vines* and their Heirs during the Life of the said *John* then Viscount *Perceval*, upon trust to preserve the contingent Remainders therein-after limited; with Remainder to the Use of the First Son of the Body of the said *John* then Viscount *Perceval* lawfully to be begotten, in Tail Male; with Remainders to the Use of the Second and every other Son of the Body of the said *John* then Viscount *Perceval*, severally and successively, according to Seniority, in Tail Male; with Remainder to the Use of the said *John James* Third Earl of *Egmont*, his Heirs and Assigns for ever: And whereas in or about the Month of *February* One thousand eight hundred and twenty-two the said *John James* Third Earl of *Egmont* died, and thereupon the said *John* Viscount *Perceval* became Fourth Earl of *Egmont*: And whereas by Indenture bearing Date the Tenth Day of *August* One thousand eight hundred and twenty-two, made between the said *John* Fourth Earl of *Egmont* of the one Part, and *Henry Hoare*, *Henry Hugh Hoare*, *Charles Hoare*, and *Henry Merrick Hoare*, of the other Part, the said *John* Fourth Earl of *Egmont*, in exercise of the Power of Appointment vested in him by the said recited Indenture of the Seventeenth and Eighteenth *January* One thousand seven hundred and ninety-one, limited and appointed the said Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments situate in the County of *Cork* in *Ireland*, and specified in the First and Second Schedules to this Act annexed, and also the said Lands, Tenements, and Hereditaments situate in the County of *Somerset*, to the said

Henry

Indenture
dated 10th
Aug. 1822.

Egmont Estates Act, 1864.

Henry Hoare, Henry Hugh Hoare, Charles Hoare, and Henry Merrick Hoare, by way of Mortgage, for the Purpose of securing the Répayment of the Sum of Twenty thousand Pounds and Interest thereon; and by the said Indenture the Equity of Redemption of the said Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments was limited to the said *John Fourth Earl of Egmont* and his Heirs: And whereas by Indenture bearing Date the Fifteenth Day of *May* One thousand eight hundred and twenty-three, and made between the said *John Fourth Earl of Egmont* of the one Part, and the said *Henry Hoare, Henry Hugh Hoare, Charles Hoare, and Henry Merrick Hoare*, of the other Part, the said *John Fourth Earl of Egmont*, in further Exercise of the said Power of Appointment so vested in him as aforesaid, executed one other Mortgage of the said Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments situate in the County of *Cork* in *Ireland*, specified in the First and Second Schedules to this Act annexed, and the said Lands, Tenements, and Hereditaments in the County of *Somerset*, for securing to the said *Henry Hoare, Henry Hugh Hoare, Charles Hoare, and Henry Merrick Hoare* the further Principal Sum of Five thousand Pounds and Interest thereon: And whereas by Indentures of Lease and Release bearing Date respectively the First and Second Days of *November* One thousand eight hundred and twenty-four, the Indenture of Release made between the said *John Fourth Earl of Egmont* of the one Part, and the said Honourable *Henry Frederick John James Perceval*, then commonly called Lord Viscount *Perceval*, afterwards *Henry Frederick John James Fifth Earl of Egmont, John Godfrey Teed, and Edward Tierney*, of the other Part, and executed and attested in manner described by the said Indenture of Release of the Eighteenth Day of *January* One thousand seven hundred and ninety-one, the said *John Earl of Egmont* did grant, sell, release, and confirm unto the said *Henry Frederick John James Lord Perceval, John Godfrey Teed, and Edward Tierney*, and to their Heirs, all the Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments specified in the First and Second Schedules to this Act annexed, to hold the same subject to the several Charges and Incumbrances affecting the same respectively mentioned in a Schedule annexed to the said Indenture, to the Use of the said *Henry Frederick John James Lord Perceval, John Godfrey Teed, and Edward Tierney*, their Heirs and Assigns for ever, upon trust, when and as the said Trustees or Trustee for the Time being in their Discretion should think proper, to sell, convey, or otherwise dispose of all the said Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments, and upon trust at any Time or Times until such Sale or Sales to convey or otherwise dispose of by way of Mortgage the said Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments, or any of them, or any Part thereof; and it was by the said Indenture declared that the said *Henry Frederick John James Lord Perceval,*

Indenture
dated 15th
May 1823.

Indentures
of Lease and
Release
dated 1st and
2nd Nov.
1824.

Egmont Estates Act, 1864.

Perceval, John Godfrey Teed, and Edward Tierney, their Heirs and Assigns, should stand possessed of all and every Sum and Sums of Money to be produced by any Sale or Sales, Mortgage or Mortgages, or other Disposition of all or any of the said Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments, upon trust to pay the Costs and Expenses therein mentioned, and all Taxes and Impositions, and all other Outgoings payable in respect of the same Estates, and upon trust that the said Trustees, or the Survivors or Survivor of them, his Heirs or Assigns, should out of the said Trust Monies, at their or his Discretion, pay off and discharge the whole or any Part or Parts of the Principal Monies which should be advanced to them or him respectively upon Mortgage or other Securities for answering the Purposes of all or any of the Trusts thereby declared, and the Interest attending the same, and should by and out of the said Trust Monies pay and satisfy the several Mortgages, Judgments, or other Incumbrances charged upon or affecting the said Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments, or any of them, and the Interest then due in respect of the same, and upon further trust that, subject to the Trusts therein-before declared, the said Trustees, their Heirs and Assigns, should be seised of such of the said Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments as should not be sold, and the Equity of Redemption of such of the same as should be mortgaged, and also the Surplus of the Monies which should remain and not be applied towards the Execution of the Trusts thereby created, in trust for the said John Earl of Egmont, his Heirs and Assigns, and the said Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments, until the Sale thereof, should, as between the said John Earl of Egmont and his Representatives, be considered as in the Nature of Real Estate: And whereas by other Indentures of Lease and Release also bearing Date respectively the same First and Second Days of November One thousand eight hundred and twenty-four, the Indenture of Release made between the said John Fourth Earl of Egmont of the First Part, the several Persons whose Names should be set down in the Schedule thereto annexed, and who by themselves, or their Agents or Attornies, should execute the said Indenture, being Creditors of the said John Earl of Egmont for gross Sums of Money, or being Annuitants entitled to annual Sums granted by him, and which gross or annual Sums were respectively secured by Judgments affecting the Hereditaments therein-after expressed to be thereby limited, appointed, granted, and released, of the Second Part, the several Persons whose Names should be set down in the Second Schedule thereto, and who, by themselves, their Agents or Attornies, should execute the said Indenture, being Creditors of the said John Earl of Egmont for gross Sums of Money, or Annuitants entitled to annual Sums granted by him, and which said gross or annual Sums were legally or equitably charged upon the said Hereditaments therein-

after

Indentures
of Lease and
Release
dated 1st and
2nd Nov.
1824.

Egmont Estates Act, 1864.

after expressed to be thereby limited, granted, and released, by virtue of or under Securities not consisting exclusively of Judgments, of the Third Part, the said *Henry Frederick John James Lord Perceval* (afterwards Fifth Earl of *Egmont*) of the Fourth Part, the said *Henry Frederick John James Lord Perceval*, *John Godfrey Teed*, and *Edward Tierney*, of the Fifth Part, and *Henry Cowl Teed* of the Sixth Part, the said Hereditaments in the County of *Somerset* were by the said *John Fourth Earl of Egmont* appointed, limited, and assured unto the said *Henry Frederick John James Lord Perceval*, *John Godfrey Teed*, and *Edward Tierney*, and their Heirs, upon trust for Sale, and upon other Trusts therein expressed; and it was thereby declared that the said Trustees or Trustee for the Time being should stand possessed of the Monies at any Time to arise therefrom in Payment of Costs of said Deeds, and of managing the said Estates until they should be sold, and otherwise executing the Trusts of said Deeds, and in Payment of any Monies borrowed by the said Trustees for the Purposes of the said Indenture, and in Payment of certain Debts due by the said *John Fourth Earl of Egmont*, or by the said *Henry Frederick John James Lord Perceval* as Surety for the said *John Earl of Egmont*, and in indemnifying the said *Henry Frederick John James Lord Perceval* from the Debts for which he was so Surety, with Power to said Trustees to examine and decide upon all Claims against said *John Earl of Egmont*, and to grant Debentures to the Creditors for the Amount of their said Claims; and it was thereby declared that as to such Parts of the said Hereditaments situate in the said County of *Somerset* as should not be sold, and should remain after answering the Trusts therein mentioned, the said Trustees, their Heirs and Assigns, should stand seised thereof in trust for such Person and Persons and for such Estates and Uses as the said *John Earl of Egmont* and the said *Henry Frederick John James Lord Perceval* should jointly appoint, and in default thereof in trust for the said *John Fourth Earl of Egmont* and his Assigns for Life, and from and after the Decease of the said *John Earl of Egmont*, and subject also to an Annuity or yearly Sum of One thousand Pounds to *Bridget* then Countess of *Egmont*, since deceased, for her Life, in trust to and for such Uses as the said *Henry Frederick John James Lord Perceval* should appoint, and in default thereof, or so far as the same should not extend, in trust for the said *Henry Frederick John James Lord Perceval*, in Tail, with Remainder in trust for the said *John Fourth Earl of Egmont*, his Heirs and Assigns for ever; and it was thereby further declared that the said Trustees or Trustee should lay out and invest the Surplus (if any) of the Monies to be produced from the Sale of the said Hereditaments in the County of *Somerset* as therein expressed, and should stand possessed of the said Surplus, and the Securities upon which the same should be invested, upon such Trusts as the said *John Fourth Earl of*

[*Private.*]

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Egmont

Egmont Estates Act, 1864.

Egmont and *Henry Frederick John James Lord Perceval* should jointly appoint, and in default thereof to permit the said *John* Fourth Earl of *Egmont* to receive the Interest thereof during his Life, and after his Decease for more effectually securing the Payment of the said Annuity of One thousand Pounds to said *Bridget* Countess of *Egmont*, and, subject thereto, in trust for the Survivor of the said *John* Fourth Earl of *Egmont* and *Henry Frederick John James Lord Perceval*, and the Executors, Administrators, and Assigns of such Survivor; and it was by the said Indenture declared that the said *Henry Frederick John James Lord Perceval*, *John Godfrey Teed*, and *Edward Tierney*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, at their or his Discretion, and out of the Surplus of the said Monies to be produced from the said Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments situate in the County of *Cork* aforesaid, specified in the First and Second Schedules to this Act annexed, and comprised in the said herein-before recited Indenture of the First and Second Days of *November* One thousand eight hundred and twenty-four, pay certain Sums and Allowances therein provided for the said *John* Fourth Earl of *Egmont*, *Henry Frederick John James Lord Perceval*, and *Bridget* Countess of *Egmont*, and also pay or compound for the Debts or Sums of Money payable by virtue of or under the Indenture now in recital, or to become payable by the said *John* Fourth Earl of *Egmont*, or by the said *Henry Frederick John James Lord Perceval* as his Surety, unto any Person or Persons whomsoever, and, subject to the Trusts and Direction aforesaid, should stand possessed of the ultimate Surplus of the said Trust Monies to be produced from and by the said Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments in the County of *Cork* upon the several Trusts therein-before expressed concerning the ultimate Surplus of the Monies to be produced from the said Hereditaments in the County of *Somerset*; and it was by the said Indenture also declared that the said *Henry Frederick John James Lord Perceval*, *John Godfrey Teed*, and *Edward Tierney*, their Heirs and Assigns, should stand seised of such of the Hereditaments as should not be sold in pursuance of the Trusts of the said Indenture of Release bearing even Date with the said Indenture now in recital, and the Equity of Redemption of such of them as should be mortgaged upon the Trusts therein-before expressed concerning such of the said Hereditaments in the said County of *Somerset* as should not be sold: And whereas *John Wain*, a Creditor of the said *John* Fourth Earl of *Egmont*, since deceased, and to whom a Debenture had been granted by the Trustees under and by virtue of the Provisions contained in the said Indenture of Release of the Second Day of *November* One thousand eight hundred and twenty-four, secondly herein-before recited, filed his Bill of Complaint in the High Court of Chancery in

England

Egmont Estates Act, 1864.

England against the said *John* Fourth Earl of *Egmont*, *Henry Frederick John James* Lord *Perceval*, *John Godfrey Teed*, and *Edward Tierney* on or about the Eighteenth Day of *December* One thousand eight hundred and twenty-nine, and thereby, amongst other things, reciting the said first and secondly herein-before recited Indentures of Lease and Release of the First and Second Days of *November* One thousand eight hundred and twenty-four, amongst other things prayed that the Trusts of the said several last-mentioned Indentures might be performed under the Direction of the said Court, and that an Account might be taken of the Amount due to the Plaintiff for Principal and Interest on his said Securities, and to the other Persons who were or might become entitled to the Benefit of the said last-mentioned Indentures under Debentures or otherwise, and that all such Sums of Money as should be found requisite to be raised for effectuating the Trusts aforesaid might be secured by Mortgage or Sale of the said Trust Estate and Premises, both Real and Personal, or of a competent Part thereof, under the Direction of the said Court, and that the Money produced by the Mortgage or Sale thereof might be applied in Payment to the Creditors and Incumbrancers entitled to the Benefit of the said Indentures as therein expressed: And whereas by a Decree of the said Court of Chancery, made the Fourteenth Day of *May* One thousand eight hundred and thirty, in the said Cause, it was, amongst other things, decreed that it should be referred to the Master to take an Account of the Mortgages, Debts, and Incumbrances charged upon the Estates and Premises comprised in the said recited Indentures of the First and Second Days of *November* One thousand eight hundred and twenty-four: And whereas by an Order of the said Court made on or about the Fifteenth Day of *January* One thousand eight hundred and thirty three, on the Petition of the said *John Godfrey Teed*, it was referred to the Master to settle and approve of such Deeds, Conveyances, and Assurances as might be necessary for vesting in the said *Henry Frederick John James* Lord *Perceval* and *Edward Tierney* solely the whole of the said Trust Estates and Premises conveyed and assured by the said Indentures of the First and Second Days of *November* One thousand eight hundred and twenty-four, upon the Trusts of said Indenture of Release, and for discharging the said *John Godfrey Teed* from the Trusts thereof, and it was ordered that all proper Parties should be directed to execute the same, and that upon the Execution thereof by the said *John Godfrey Teed* he should be discharged from being a Defendant in the Suit: And whereas by an Indenture of Release bearing Date the Twenty-eighth Day of *March* One thousand eight hundred and thirty-three, and made between the said *John Godfrey Teed* of the one Part, and the said *Henry Frederick John James* Lord *Perceval* and *Edward Tierney* of the other Part, and approved by the Right Honourable

Bill in Wain
v. Egmont,
filed 18th
Dec. 1829.

Decree of
Court dated
14th May
1830.

Order of
Court dated
15th Jan.
1833.

Indenture of
Release
dated 28th
March 1833.

Lord

Egmont Estates Act, 1864.

Lord *Henley*, the Master to whom the said Cause stood referred, for a nominal Consideration, the said *John Godfrey Teed* did bargain, sell, release, and confirm unto the said *Henry Frederick John James Lord Perceval* and *Edward Tierney*, their Heirs and Assigns, all the Property, Share, Right, Title, and Interest whatsoever of the said *John Godfrey Teed* in and to all and singular the Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments, and Real Estate whatsoever comprised in and conveyed by the said first herein-before recited Indentures of Lease and Release of the First and Second Days of *November* One thousand eight hundred and twenty-four, with their Appurtenances, to hold the same unto the said *Henry Frederick John James Lord Perceval* and *Edward Tierney*, their Heirs and Assigns, upon such of the Trusts, and for such Intents and Purposes, and subject to such of the Powers and Provisoes of the said first and secondly herein-before recited Indentures of Lease and Release of the First and Second Days of *November* One thousand eight hundred and twenty-four expressed concerning the same respectively as were then subsisting and capable of taking effect: And whereas the said Master by his Report, dated the Twenty-fourth Day of *June* One thousand eight hundred and thirty-three, certified, amongst other things, that he had set forth in the Second Part of the First Schedule to his said Report the Particulars of such Mortgage Debts and other Securities as were charged upon the same Trust Estates in *Ireland*, and which said Second Part of the First Schedule to the said Report comprised and mentioned among other Debts and Incumbrances various Sums of Money which were afterwards vested in *Sir Matthew John Tierney* as herein-after recited, and also other Debts and Incumbrances since discharged, or from which the said Hereditaments specified in the First and Second Schedules to this Act annexed were afterwards sufficiently released: And whereas the said Hereditaments in the County of *Somerset* were sold under the Order of the High Court of Chancery, and the Produce of the Sale after being paid out of the said Court was applied under its Direction, as far as the same would extend, in Payment of said Debts, pursuant to the Trusts of the said second herein-before recited Indenture of the Second Day of *November* One thousand eight hundred and twenty-four: And whereas by Indentures of Lease and Release bearing Date respectively the Twenty-second and Twenty-third Days of *June* One thousand eight hundred and thirty-five, the Indenture of Release made between the said *Henry Hugh Hoare*, *Charles Hoare*, and *Henry Merrick Hoare* of the First Part, the said *John* Fourth Earl of *Egmont* of the Second Part, and the said *Henry Frederick John James Lord Perceval*, *John Godfrey Teed*, and *Edward Tierney*, of the Third Part, reciting that the said Sums of Twenty thousand Pounds and Five thousand Pounds and all Interest had been fully paid, the said *Henry Hugh Hoare*,

Master's
Report
dated 24th
June 1833.

Indentures
dated 22d
and 23d
June 1835.

Egmont Estates Act, 1864.

Hoare, Charles Hoare, and Henry Merrick Hoare did bargain, sell, and release unto the said *Henry Frederick John James Lord Perceval, John Godfrey Teed, and Edward Tierney*, their Heirs and Assigns, all those the Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments situate in the said County of *Cork*, specified in the First and Second Schedules to this Act annexed, and which became vested in the said *Henry Hugh Hoare, Charles Hoare, and Henry Merrick Hoare* by virtue of the said recited Indenture of the Tenth Day of *August* One thousand eight hundred and twenty-two, to hold the same unto the said *Henry Frederick John James Lord Perceval, John Godfrey Teed, and Edward Tierney*, their Heirs and Assigns, upon and for the same Trusts as are declared and contained in the said first-recited Indenture of the Second Day of *November* One thousand eight hundred and twenty-four, subject to such Declarations and Variations therein as were made by the said secondly-recited Indenture of the Second *November* One thousand eight hundred and twenty-four, or upon such of the Trusts as were then subsisting or capable of taking effect: And whereas by an Order made in the said Cause of *Wain versus Egmont*, dated the Twelfth Day of *June* One thousand eight hundred and thirty-five, it was referred to the said Master, Lord *Henley*, to inquire and report whether it would be for the Benefit of the Parties interested in the said Suit that a sufficient Sum of Money to answer the Purpose in the said Order of Reference mentioned should be raised, and what Sum would be sufficient for the same, and whether by Mortgage of the said *Irish* Estates or how otherwise, and whether it would be for the Benefit of the said Parties that the Sum of Twenty-one thousand five hundred and fifty-seven Pounds Six Shillings and Elevenpence in the said Order of Reference stated to be due to the said *Sir Matthew John Tierney* should be continued as a subsisting Charge on the said *Irish* Estates, and that as well that Sum as the said additional Sum to be raised as aforesaid should be secured by Mortgage of the said *Irish* Estates: And whereas the said *John Fourth Earl of Egmont* died on or about the Thirty-first Day of *December* One thousand eight hundred and thirty-five, and thereupon the said *Henry Frederick John James Lord Perceval* became Fifth Earl of *Egmont*: And whereas the said Master by his Report made in pursuance of said Order of Twelfth *June* One thousand eight hundred and thirty-five, and bearing Date the Sixth Day of *June* One thousand eight hundred and thirty-six, certified that the Sum of Twenty-one thousand five hundred and fifty-seven Pounds Six Shillings and Elevenpence was due to *Sir Matthew John Tierney*, and constituted a Charge on the said Estates, and that it would be for the Benefit of the Parties interested in the said Suit that a sufficient Sum of Money to answer the Purposes in the said Order of Reference mentioned should be raised, and that the Sum of Seventy thousand

Order dated
12th June
1835.

Master's
Report
dated 6th
June 1836.

[Private.]

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Egmont Estates Act, 1864.

Order of
Court dated
24th June
1836.

four hundred and forty-two Pounds Thirteen Shillings and One Penny would be sufficient for the same, and that such Sum, in addition to the said Sum of Twenty-one thousand five hundred and fifty-seven Pounds Six Shillings and Elevenpence, already due to the said Sir *Matthew John Tierney* on the Security of the said *Irish Estates*, should be secured by Mortgage thereof: And whereas by an Order of the said Court of Chancery made in the said Suit on or about the Twenty-fourth Day of *June* One thousand eight hundred and thirty-six, on the Petition of the said *Henry Frederick John James* Fifth Earl of *Egmont* and *Edward Tierney*, it was ordered that the Petitioners should be at liberty to raise by One or more Mortgage or Mortgages of the said *Irish Trust Estates*, or any Part or Parts thereof, the Sum of Seventy thousand four hundred and forty-two Pounds Thirteen Shillings and One Penny, and for that Purpose should convey or assure the said *Irish Estates* by way of Mortgage to such Person or Persons as should be willing to advance the said Sum of Seventy thousand four hundred and forty-two Pounds Thirteen Shillings and One Penny, or any Part or Parts thereof; and it was further ordered that the said Petitioners should be at liberty to execute all such Conveyances as should be necessary for effectuating the Purposes aforesaid; and it was further ordered that the Person or Persons who should be willing to advance the Sum of Seventy thousand four hundred and forty-two Pounds Thirteen Shillings and One Penny, or any Part or Parts thereof, on the Security of a Mortgage or Mortgages on the said *Irish Estates*, should be at liberty to pay the Amount of their respective Mortgage Monies into the Bank of *England* with the Privity of the Accountant General of the Court, to be there placed to the Credit of the said Cause to the Account entitled "The *Irish Estates Sale Account*:" And whereas all the Debts charged on or affecting the said Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments specified in the First and Second Schedules to this Act annexed were released and discharged under the Trusts of the first hereinbefore recited Indenture of the Second *November* One thousand eight hundred and twenty-four, or the same Honours, Manors, Castles, Towns, Lands, Tenements, and Hereditaments were otherwise exonerated and released therefrom, except only the Incumbrances next herein-after mentioned; that is to say, several Sums secured by Judgments, which Sums and the Securities for the same had been assigned to and become vested in the said Sir *Matthew John Tierney*, and also the Sum of Seven hundred and forty-two Pounds Sixteen Shillings and Threepence secured to the said Sir *Matthew John Tierney*, and the Sum of Three thousand two hundred and forty-four Pounds Six Shillings and Threepence secured to the said *Edward Tierney*, by Indenture of Appointment dated the Fourth Day of *September* One thousand eight hundred and twenty-three,

Egmont Estates Act, 1864.

three, and made between the said *John* Fourth Earl of *Egmont* of the First Part, the said *Sir Matthew John Tierney* of the Second Part, and the said *Edward Tierney* of the Third Part, whereby the said Hereditaments were limited to the said *Sir Matthew John Tierney* for a Term of Five hundred Years for securing the said Two last-mentioned Sums and Interest: And whereas the said Sum of Three thousand two hundred and forty-four Pounds Six Shillings and Threepence was also assigned to and became vested in the said *Sir Matthew John Tierney*: And whereas by Indenture bearing Date the Seventh Day of *November* One thousand eight hundred and thirty-six, and made between the said Right Honourable *Henry Frederick John James* Fifth Earl of *Egmont* and *Edward Tierney* of the First Part, the said *John Godfrey Teed* of the Second Part, the said *Henry Frederick John James* Earl of *Egmont* of the Third Part, the said *Sir Matthew John Tierney* of the Fourth Part, and *Abraham Wildey Robarts* of the Fifth Part, reciting the said Indentures of the Seventeenth and Eighteenth *January* One thousand seven hundred and ninety-one, reciting the Death of the said *John James* Third Earl of *Egmont*, leaving him surviving the said *John* Viscount *Perceval*, his only Son and Heir, who had thereupon become Fourth Earl of *Egmont*, reciting that no joint Appointment had been made of the said Hereditaments by the said *John James* Earl of *Egmont* and the said *John* Earl of *Egmont* in the Lifetime of the said *John James* Earl of *Egmont*, and reciting the said Indentures of the Tenth *August* One thousand eight hundred and twenty-two, the Fifteenth *May* One thousand eight hundred and twenty-three, and the First and Second *November* One thousand eight hundred and twenty-four, and reciting the filing of the said Bill in the said Suit of *Wain versus Egmont*, the said Decree of the Fourteenth *May* One thousand eight hundred and thirty, and the said Order of the Fourteenth *January* One thousand eight hundred and thirty-three, and reciting the said Indenture of the Twenty-eighth *March* One thousand eight hundred and thirty-three, the said Report of the Twenty-fourth *June* One thousand eight hundred and thirty-three, and the said Indentures of the Twenty-second and Twenty-third *June* One thousand eight hundred and thirty-five, and reciting the said Order of the Fourteenth *June* One thousand eight hundred and thirty-five, and the Death of the said *John* Fourth Earl of *Egmont* on or about the Thirty-first *December* One thousand eight hundred and thirty-five, the said Report of the Sixth *June* One thousand eight hundred and thirty-six, and the said Order of the Twenty-fourth *June* One thousand eight hundred and thirty-six, and reciting that the Debts affecting the Hereditaments therein-after mentioned, and intended to be thereby granted and released, being the Hereditaments specified in the First and Second Schedules to this Act annexed, had been satisfied and discharged

Indenture
dated 7th
Nov. 1836.

under

Egmont Estates Act, 1864.

under the Trusts of the said first-recited Indenture of the Second *November* One thousand eight hundred and twenty-four, or that said Hereditaments had been otherwise exonerated and released therefrom, except only certain Sums secured by Judgments which had become vested in the said Sir *Matthew John Tierney*, and a Sum of Seven hundred and forty-two Pounds Sixteen Shillings and Threepence secured to the said Sir *Matthew John Tierney*, and a Sum of Three thousand two hundred and forty-four Pounds Six Shillings and Threepence secured to the said *Edward Tierney*, and which had also become vested in the said Sir *Matthew John Tierney*, and reciting that the said *Henry Frederick John James* Fifth Earl of *Egmont* and *Edward Tierney* had applied to and requested the said *Abraham Wildey Robarts* to lend and advance them the Sum of Fourteen thousand Pounds on the Security of certain Parts of the *Churchtown* Estate in the said County of *Cork*, being the Hereditaments specified in the First Schedule to this Act annexed, which he had agreed to do on the Terms therein-after mentioned, and reciting that on the Treaty for the Advance of the said Sum of Fourteen thousand Pounds it had been proposed and agreed that the said Sir *Matthew John Tierney* should release the Hereditaments intended to be thereby granted and released from the said several Sums due to him as aforesaid, and the Judgments whereby the same were secured, to the Extent only and for the Purpose of constituting the said Sum of Fourteen thousand Pounds and the Interest thereof the First Charge upon the said Hereditaments, but not further exonerated from the Payment of the Sum and Sums of Money secured thereon to the said Sir *Matthew John Tierney*, and that the said Sir *Matthew John Tierney* should stand possessed of the said Term of Five hundred Years created by the said Indenture of the Fourth *September* One thousand eight hundred and twenty-three, so far as respects the said Hereditaments, in trust, in the first place, for better securing the Repayment of the said Sum of Fourteen thousand Pounds and Interest, and, subject thereto, in trust for the said Sir *Matthew John Tierney*, his Executors, Administrators, and Assigns, for securing to him and them respectively the Sum and Sums of Money respectively secured by the said Term, and that on the Faith of such Agreement the said *Abraham Wildey Robarts* did consent to advance the said Sum of Fourteen thousand Pounds, and reciting that the said *Abraham Wildey Robarts* had paid said Sum of Fourteen thousand Pounds into the Bank of *England*, with the Privity of the Accountant General of the said Court, to the Credit of the said Cause of *Wain versus Egmont* to the Account entitled "the *Irish Estates Sale Account*," and reciting that by reason of the legal Estate in the said Hereditaments having become vested in the said *John Godfrey Teed* jointly with the said *Henry Frederick John James* Earl of *Egmont* and *Edward Tierney* by the said Indenture

of

Egmont Estates Act, 1864.

of Twenty-second and Twenty-third *June* One thousand eight hundred and thirty-five he the said *John Godfrey Teed* did consent to join in executing said reciting Indenture to pass the legal Estate so vested in him, but not by way of Exercise of or Reassumption of the Trusts from which he had been so discharged as aforesaid, it was witnessed that in pursuance of the said Agreement, and in consideration of the said Sum of Fourteen thousand Pounds so paid as therein-before mentioned, the said *Henry Frederick John James Earl of Egmont*, by virtue and in pursuance and exercise of the Power or Authority to him for that Purpose given or limited by the said secondly herein-before in part recited Indenture of Release of the Second Day of *November* One thousand eight hundred and twenty-four, and of every other Power enabling him in that Behalf, did direct and appoint that all those the said Honours, Manors, Castles, Towns, Lands, Tenements, and other Hereditaments therein-after particularly mentioned, and intended to be thereby granted and released, being the Hereditaments specified in the First Schedule to this Act annexed, with their and every of their Appurtenances, should from thenceforth go, remain, and be to the Use of the said *Abraham Wildey Robarts*, his Heirs and Assigns for ever, subject nevertheless to a Proviso or Condition for the Redemption of the same Hereditaments on Payment of the said Sum of Fourteen thousand Pounds and Interest as therein expressed: And whereas by Indenture bearing Date the Eighth Day of *November* One thousand eight hundred and thirty-six, and made between the said Right Honourable *Henry Frederick John James Fifth Earl of Egmont* and *Edward Tierney* of the First Part, the said *John Godfrey Teed* of the Second Part, the said Earl of *Egmont* of the Third Part, the said *Sir Matthew John Tierney* of the Fourth Part, the said *Abraham Wildey Robarts*, *William George Prescott*, *Harvey Combe*, and *Sir James Flower*, of the Fifth Part, reciting the said several Indentures, Orders, and Reports which were so recited as aforesaid in the said Indenture of the Seventh of *November* One thousand eight hundred and thirty-six, and reciting the Payment of or Release and Exoneration of the said Estates from all the Debts and Incumbrances affecting same, except the said Sums so vested in said *Sir Matthew John Tierney*, and reciting that the said *Henry Frederick John James Earl of Egmont* and *Edward Tierney* had applied to and requested the said *Abraham Wildey Robarts*, *William George Prescott*, *Harvey Combe*, and *Sir James Flower* to lend and advance them the Sum of Thirty thousand Pounds on the Security of certain Parts of the said *Churchtown* Estate, Part of the Hereditaments specified in the First Schedule to this Act annexed, which they had agreed to do out of Monies belonging to them on a joint Account, and reciting an Agreement by the said *Sir Matthew John Tierney* to release the said Hereditaments from the said several Sums due to him as afore-

Indenture
dated 8th
Nov. 1836.

[Private.]

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said,

Egmont Estates Act, 1864.

said, so as to constitute the said Sum of Thirty thousand Pounds and the Interest thereon the First Charge upon the said Hereditaments, and that the said *Abraham Wildey Robarts, William George Prescott, Harvey Combe, and Sir James Flower* have consented on the Faith of such Agreement to advance the said Sum of Thirty thousand Pounds, and reciting that the said *Abraham Wildey Robarts, William George Prescott, Harvey Combe, and Sir James Flower* had paid the said Sum of Thirty thousand Pounds, out of Monies belonging to them on a joint Account, into the Bank of *England* to the Credit of the said Cause of *Wain versus Egmont* to the said Account entitled "The *Irish Estates Sale Account*," and reciting that by reason of the legal Estate in the said Hereditaments having become vested in the said *John Godfrey Teed* jointly with the said *Henry Frederick John James Earl of Egmont* and *Edward Tierney* by the said Indentures of the Twenty-second and Twenty-third *June* One thousand eight hundred and thirty-five the said *John Godfrey Teed* did consent to join in executing said Indenture now in recital to pass the legal Estate so vested in him, but not by way of Exercise of or Resumption of the Trusts from which he had been so discharged as aforesaid, it was witnessed that in pursuance of the said Agreements, and in consideration of the said Sum of Thirty thousand Pounds so paid as therein-before is mentioned, the said *Henry Frederick John James Earl of Egmont*, by virtue, in pursuance, and in exercise of the Power or Authority to him for that Purpose given or limited by the said secondly herein-before in part recited Indenture of Release of the Second Day of *November* One thousand eight hundred and twenty-four, and of every other Power enabling him in that Behalf, did direct and appoint that all that and those the said several Honours, Manors, Castles, Towns, Lands, Tenements, and other Hereditaments therein-after particularly described, and intended to be thereby granted and released, being the Hereditaments specified in the First Schedule to this Act annexed, with their and every of their Appurtenances, should from thenceforth and for ever thereafter go, remain, and be to the Use of the said *Abraham Wildey Robarts, William George Prescott, Harvey Combe, and Sir James Flower*, their Heirs and Assigns, subject nevertheless to a Proviso or Condition for the Redemption of the same Hereditaments on Payment of the said Sum of Thirty thousand Pounds and Interest as therein expressed: And whereas by Indenture bearing Date the Ninth Day of *November* One thousand eight hundred and thirty-six, and made between the said Right Honourable *Henry Frederick John James Fifth Earl of Egmont* and *Edward Tierney* of the First Part, the said *John Godfrey Teed* of the Second Part, the said *Henry Frederick John James Earl of Egmont* of the Third Part, and the said *Sir Matthew John Tierney* of the Fourth Part, reciting the said Indentures of the Seventeenth and Eighteenth *January* One thousand

seven

Indenture
dated 9th
Nov. 1836.

Egmont Estates Act, 1864.

seven hundred and ninety-one, reciting the said several Indentures, Orders, and Reports which were so as aforesaid recited in the said Indentures of the Seventh *November* One thousand eight hundred and thirty-six and Eighth *November* One thousand eight hundred and thirty-six respectively, and reciting that the several Sums then due to the said Sir *Matthew John Tierney* on account of the several Debts so vested in him as aforesaid, and affecting the said Hereditaments specified in the First and Second Schedules to this Act annexed, amounted together to the Sum of Twenty-one thousand five hundred and fifty-seven Pounds Six Shillings and Elevenpence as ascertained by the Report of the Master, and reciting that the said Sir *Matthew John Tierney* had also, at the Request of the said *Henry Frederick John James Earl of Egmont* and *Edward Tierney*, consented to advance a further Sum of Twenty-four thousand four hundred and forty-two Pounds Thirteen Shillings and One Penny in consideration of having the said several Sums of Twenty-one thousand five hundred and fifty-seven Pounds Six Shillings and Elevenpence and Twenty-four thousand four hundred and forty-two Pounds Thirteen Shillings and One Penny secured in manner therein-after and herein-after mentioned, it was witnessed that in pursuance of the said Agreement on the Part of the said *Henry Frederick John James Earl of Egmont*, and in consideration of the said Sum of Twenty-one thousand five hundred and fifty-seven Pounds Six Shillings and Elevenpence so due and owing to the said Sir *Matthew John Tierney* as aforesaid, and also of the further Sum of Twenty-four thousand four hundred and forty-two Pounds Thirteen Shillings and One Penny of lawful Money of *Great Britain* paid and advanced by the said Sir *Matthew John Tierney* as therein mentioned, making together the Sum of Forty-six thousand Pounds, the said *Henry Frederick John James Fifth Earl of Egmont*, by virtue and in pursuance and in exercise of the Power or Authority to him for that Purpose given or limited by the secondly herein-before in part recited Indenture of Release of the Second Day of *November* One thousand eight hundred and twenty-four, and of every other Power and Authority enabling him in that Behalf, did direct and appoint that all the said several Honours, Manors, Castles, Towns, Lands, Tenements, and other Hereditaments therein-after mentioned and specified in the First and Second Schedules to this Act annexed, with their and every of their Appurtenances, should from thenceforth go, remain, and be to the Use of the said Sir *Matthew John Tierney*, his Heirs and Assigns for ever, subject nevertheless and without Prejudice to such Parts thereof as were comprised in the said Indentures of Release of the Seventh Day of *November* and Eighth Day of *November* then instant respectively, and the Sums of Fourteen thousand Pounds and Thirty thousand Pounds and Interest thereon respectively thereby secured, and also subject to the Proviso or Condition for Redemption of the same Hereditaments on Payment of the said Sum of Forty-six thousand Pounds and Interest as therein expressed;

Egmont Estates Act, 1864.

Indenture
dated 9th
Nov. 1836.

Indenture
dated 10th
Nov. 1836.

Indenture
dated 13th
Oct. 1837.

Indenture
dated 17th
Sept. 1840.

expressed : And whereas a Sum of Four thousand Pounds, referred to in the lastly herein-before recited Indenture as then lately due to the Executors of *Edward Perceval*, was at the Date and Execution of the said lastly herein-before recited Indenture vested in the said Sir *Matthew John Tierney*, and he did at the Request of the said *Henry Frederick John James Fifth Earl of Egmont*, by Indenture bearing Date the Ninth Day of *November* One thousand eight hundred and thirty-six, postpone the said Sum of Four thousand Pounds, so far as regards such of the Hereditaments charged therewith as are comprised in the said Securities for securing the said Sums of Fourteen thousand Pounds and Thirty thousand Pounds to the said Two Sums respectively ; and in consideration of such Postponement the said *Henry Frederick John James Fifth Earl of Egmont* did, by Indenture bearing Date the Tenth Day of *November* One thousand eight hundred and thirty-six, and made between the said *Henry Frederick John James Fifth Earl of Egmont* of the one Part, and the said Sir *Matthew John Tierney* of the other Part, and endorsed on the said Indenture of Release and Mortgage of the Ninth *November* One thousand eight hundred and thirty-six, charge all the Hereditaments comprised in the same Indenture with the Payment of the said Sum of Four thousand Pounds, in addition to the said Sum of Forty-six thousand Pounds and Interest : And whereas a Sum of Seven thousand Pounds referred to in the said herein-before recited Indenture of the Ninth *November* One thousand eight hundred and thirty-six as then lately due to the Executors of the said *Edward Perceval* was called in by them, and the said *Henry Frederick John James Fifth Earl of Egmont* being unable to pay the same requested the said Sir *Matthew John Tierney* to advance the same, which he consented to do, and the said Sum was paid by the said Sir *Matthew John Tierney* to the Executors of the said *Edward Perceval*, and the said Sum of Seven thousand Pounds so due to them was assigned by them to the said Sir *Matthew John Tierney* ; and by way of further securing the Repayment thereof to the said Sir *Matthew John Tierney* the said *Henry Frederick John James Fifth Earl of Egmont* did, by Indenture bearing Date the Thirteenth Day of *October* One thousand eight hundred and thirty-seven, and made between the said *Henry Frederick John James Fifth Earl of Egmont* of the one Part, and the said Sir *Matthew John Tierney* of the other Part, charge all the Hereditaments comprised in the said Indenture of the Ninth *November* One thousand eight hundred and thirty-six with the Payment of the said Sum of Seven thousand Pounds and Interest thereon, in addition to the said Sums of Forty-six thousand Pounds and Four thousand Pounds and the Interest thereof respectively : And whereas by Indenture of Mortgage bearing Date the Seventeenth of *September* One thousand eight hundred and forty, and made between the said *Henry Frederick John James Fifth Earl of Egmont* of the one Part, and the said *Edward Tierney* of the other Part, the said Earl of

Egmont

Egmont Estates Act, 1864.

Egmont granted the said Honours, Manors, Castles, Lands, Tenements, and Hereditaments specified in the First and Second Schedules to this Act annexed to the said *Edward Tierney* by way of Mortgage thereof, to secure the Payment to the said *Edward Tierney* of the Sum of Twenty-three thousand and eighty-nine Pounds Fourteen Shillings and Ninepence, with Interest thereon; and the said Earl also executed to the said *Edward Tierney* his Bond, bearing equal Date with the said Indenture of Mortgage, for the Purpose of collaterally securing the said Sum of Twenty-three thousand and eighty-nine Pounds Fourteen Shillings and Ninepence, and Interest, upon which Bond a Judgment was obtained by the said *Edward Tierney* in the Court of Queen's Bench in *Ireland* in or as of *Trinity* Term One thousand eight hundred and forty: And whereas in or as of *Trinity* Term One thousand eight hundred and forty-one the said *Edward Tierney* obtained another Judgment in the Court of Queen's Bench in *Ireland* in the penal Sum of Eleven thousand six hundred and thirty-one Pounds Two Shillings and Tenpence against the said *Henry Frederick John James* Fifth Earl of *Egmont*, and which Judgment was entered upon a Bond conditioned for Payment of the Sum of Five thousand eight hundred and fifteen Pounds Eleven Shillings and Fivepence, with Interest thereon: And whereas in or as of *Michaelmas* Term One thousand eight hundred and forty-one *Alexis Thomas Battanchon* obtained a Judgment in the Court of Queen's Bench in *Ireland* against the said *Henry Frederick John James* Fifth Earl of *Egmont* in the penal Sum of Eight thousand Pounds, and which Judgment was obtained upon a Bond in the penal Sum of Eight thousand Pounds conditioned for Payment of the Sum of Four thousand Pounds, with Interest thereon: And whereas the said *Henry Frederick John James* Fifth Earl of *Egmont* died on or about the Twenty-third Day of *December* One thousand eight hundred and forty-one, entitled to the Fee Simple of the said Hereditaments specified in the First and Second Schedules to this Act annexed, subject to the said Charges of Fourteen thousand Pounds, Thirty thousand Pounds, Forty-six thousand Pounds, Four thousand Pounds, Seven thousand Pounds, Twenty-three thousand and eighty-nine Pounds Fourteen Shillings and Ninepence, Five thousand eight hundred and fifteen Pounds Eleven Shillings and Fivepence, and Four thousand Pounds respectively, making together the Sum of One hundred and thirty-three thousand nine hundred and five Pounds Six Shillings and Twopence, and to no other Charges or Incumbrances, having previously executed an Instrument in Writing purporting to be his last Will and Testament, dated the Eleventh Day of *December* One thousand eight hundred and forty-one, in the Words and Figures following:

“ This is the last Will and Testament of me, *Henry Frederick John James* Earl of *Egmont* of the Kingdom of *Ireland*, and
 [Private.]

Will of Lord
 Egmont
 dated 11th
 Dec. 1841.

“ Lord

Egmont Estates Act, 1864.

“ Lord *Lovel* and *Holland* of *Great Britain*. I give, devise, and
 “ bequeath all the Real, Freehold, and Personal Estate and Property,
 “ of what Nature and Kind soever, whether in *Great Britain* or
 “ *Ireland*, and wheresoever situate, including my Right of Patronage
 “ or Presentation to the Advowson of and in the Rectory and Parish
 “ Church of *Enmore* in the County of *Somerset*, and also the Right
 “ of Patronage or Presentation of the Advowson of and in the
 “ Rectory and Parish Church of *Bruheeny*, otherwise *Ballintemple*,
 “ otherwise *Churchtown*, in the County of *Cork* in the Kingdom of
 “ *Ireland*, whereof I am seised and possessed in possession, reversion,
 “ remainder, or expectancy, unto *Edward Tierney* of *Fitzwilliam*
 “ *Street* in the City of *Dublin*, Esquire, and his Heirs and Assigns
 “ for ever, but subject to the Payment of the following Annuity and
 “ Legacy, and with which I hereby charge my Real, Freehold, and
 “ Personal Estate; that is to say, I give to Mr. *Alexis Thomas*
 “ *Battanchon*, now residing with me, a clear Annuity of One hundred
 “ Pounds Sterling during his natural Life, payable quarterly as from
 “ the Day of my Decease, and which I give and bequeath to him
 “ in addition to the Sum of Four thousand Pounds already secured
 “ to him by my Bond, and charged upon my Real Freehold Estate in
 “ *Ireland*; and I also give and bequeath unto Mr. *Charles Francis*
 “ *Simmons*, Clerk in the Banking House of Messieurs *Dorrien* and
 “ Company, *London*, the Legacy or Sum of Five hundred Pounds of
 “ like Sterling Money, and to be paid by my Executor herein-after
 “ named within Six Calendar Months after my Decease; and my Will
 “ is that the said Annuity and Bequest or Legacy shall be clear of
 “ Legacy Duty: And I hereby constitute the said *Edward Tierney* the
 “ whole and sole Residuary Devisee and Legatee under this my Will,
 “ and sole Executor thereof, and hereby revoke every other Will or
 “ Testamentary Disposition. In witness whereof I have hereunto set
 “ my Hand this Eleventh Day of *December* in the Year of our Lord
 “ One thousand eight hundred and forty-one.

“ *Egmont.*”

“ Signed by the said *Henry Frederick John*

“ *James Perceval* Earl of *Egmont*, having

“ been previously read to him in the

“ Presence of us the undersigned Wit-

“ nesses present at the same Time, who,

“ at his Request, in his Presence, and in

“ the Presence of each other, have sub-

“ scribed our Names as Witnesses.

“ *John Parkinson*, 9, *Argyle Street*,

“ *Regent Street*, Solicitor.

“ *Thomas Stephens*, of the same

“ Place, Clerk to Messieurs

“ *Lucas and Parkinson.*”

And

Egmont Estates Act, 1864.

And whereas Probate of the said Will was on the Seventeenth Day of *January* One thousand eight hundred and forty-three granted forth of the Court of Prerogative in *Ireland* to *Edward Tierney* Esquire, the sole Executor of said Will: And whereas Administration, with the Will annexed of the said *Henry Frederick John James* Fifth Earl of *Egmont*, was on the Sixteenth Day of *May* One thousand eight hundred and fifty-seven granted forth by the Court of the Archbishop of *Canterbury* to the Reverend Sir *William Lionel Darell*: And whereas upon the Death of the said *Henry Frederick John James* Fifth Earl of *Egmont* the said *Edward Tierney* entered into Possession and Enjoyment of the said Hereditaments specified in the First and Second Schedules to this Act annexed, claiming to be entitled thereto under the said Will of the said *Henry Frederick John James* Fifth Earl of *Egmont*, and so continued until the Time of his Death herein-after recited: And whereas by Deed Poll bearing Date the Twelfth Day of *April* One thousand eight hundred and forty-two, under the Hand and Seal of the said Sir *Matthew John Tierney*, reciting the said Indenture of Mortgage of the Ninth of *November* One thousand eight hundred and thirty-six, whereby the said Sum of Forty-six thousand Pounds had been assigned to the said Sir *Matthew John Tierney* as aforesaid, and also reciting that the said Sum of Four thousand Pounds was also vested in the said Sir *Matthew John Tierney* as herein-before recited, and also reciting that the said Sum of Seven thousand Pounds was assigned to the said Sir *Matthew John Tierney* as herein-before recited, making together the full Sum of Fifty-seven thousand Pounds, and also reciting that of the said Sum of Fifty-seven thousand Pounds so secured as aforesaid the Sum of Ten thousand Pounds was the proper Money of the said Sir *Matthew John Tierney*, and the Sum of Forty-seven thousand Pounds, the Residue thereof, was the proper Money of the said *Edward Tierney*, the said Sir *Matthew John Tierney* did thereby acknowledge and declare that the said Sum of Forty-seven thousand Pounds, Part of the said Sum of Fifty-seven thousand Pounds secured as aforesaid, was the proper Money of the said *Edward Tierney*, and that the said Sir *Matthew John Tierney* held the said Securities as a Trustee for the said *Edward Tierney*, and that the said several Securities were and should remain as Securities for the Repayment to the said *Edward Tierney*, his Heirs, Executors, Administrators, and Assigns, of the said Sum of Forty-seven thousand Pounds, and the Interest thereof, and that the said Sir *Matthew John Tierney* held the same as a Trustee for him and them, and for such Uses and Purposes as he or they should direct and appoint, without Prejudice however to the said Sum of Ten thousand Pounds which was the proper Money of the said Sir *Matthew John Tierney*, and so secured as aforesaid: And whereas by Indenture bearing Date the Eighth Day of *November* One thousand eight hundred and forty-two, and made between the said

Deed Poll
dated 12th
April 1842.

Indenture
dated 8th
Nov. 1842.

Abraham

Egmont Estates Act, 1864.

Abraham Wildey Robarts of the First Part, the said *Edward Tierney* of the Second Part, the said *Sir Matthew John Tierney* of the Third Part, and *Thomas McMahon* of the Fourth Part, reciting the said Indenture of the Seventh Day of *November* One thousand eight hundred and thirty-six, and reciting the Will of the said *Henry Frederick John James* Fifth Earl of *Egmont*, and reciting that the said Earl died on the Twenty-second Day of *December* One thousand eight hundred and forty-one without having altered or revoked his said Will, and reciting that Default had been made in the Payment of the said Mortgage Debt of Fourteen thousand Pounds, and the same still remained due and owing, but all Interest for the same had been paid up to and inclusive of the Day of the Date of said Indenture now in recital, and reciting that the said *Abraham Wildey Robarts* having occasion for the said Sum of Fourteen thousand Pounds, with the Privity of the said *Edward Tierney*, had requested the said *Sir Matthew John Tierney* to pay to him the said Sum of Fourteen thousand Pounds, which the said *Sir Matthew John Tierney* had agreed to do on having the said Securities for the same transferred in manner therein-after expressed, it was witnessed that in pursuance of said Agreement, and in consideration of the said Sum of Fourteen thousand Pounds paid by the said *Sir Matthew John Tierney*, with the Privity of the said *Edward Tierney*, to the said *Abraham Wildey Robarts*, the said *Abraham Wildey Robarts* did thereby assign and transfer unto the said *Sir Matthew John Tierney*, his Executors, Administrators, and Assigns, all that Mortgage Debt or Sum of Fourteen thousand Pounds then due to the said *Abraham Wildey Robarts* on the Security of the said Indenture of the Seventh *November* One thousand eight hundred and thirty-six, and all other Securities for the said Sum, and all Interest to become due thenceforth for the same, to hold the said Sum of Fourteen thousand Pounds, with the Interest thereof, and all other the Premises thereby assigned, unto the said *Sir Matthew John Tierney*, his Executors, Administrators, and Assigns; and it was further witnessed, that in pursuance of the said Agreement, and in consideration of the Payment of the said Sum of Fourteen thousand Pounds, the said *Abraham Wildey Robarts*, at the Request and by the Direction of the said *Sir Matthew John Tierney*, and with the Privity of the said *Edward Tierney*, did bargain, sell, and release unto the said *Thomas McMahon*, his Heirs and Assigns, all and singular the said Manors, Towns, Lands, Messuages, Tenements, and Hereditaments in the said County of *Cork*, being the Hereditaments specified in the First Schedule to this Act annexed, to hold the said Manors, Towns, Lands, Messuages, Tenements, and all and singular other the Hereditaments by the said Indenture of Mortgage released unto the said *Thomas McMahon*, his Heirs and Assigns, to the Use of the said *Thomas McMahon*, his Heirs and Assigns for ever, upon trust for the said *Sir Matthew John Tierney*,

Egmont Estates Act, 1864.

Tierney, his Heirs, Executors, Administrators, and Assigns, subject to the Equity of Redemption subsisting in respect of the said Hereditaments and Premises: And whereas by Indenture bearing Date the Eighth Day of *December* One thousand eight hundred and forty-two, and made between the said *Abraham Wildey Robarts, William George Prescott, Harvey Combe*, and Sir *James Flower*, of the First Part, the said *Edward Tierney* of the Second Part, the said Sir *Matthew John Tierney* and *John Godfrey Teed* of the Third Part, and the said *Thomas McMahon* of the Fourth Part, reciting the Will of the said *Henry Frederick John James Earl of Egmont*, and his Death without having altered or revoked his said Will, and reciting that Default had been made in Payment of the said Mortgage Debt or Sum of Thirty thousand Pounds, and that the same still remained due, but that all Interest for the same had been paid up to and inclusive of the Day of the Date of the said Indenture now in recital, and reciting that the said *Edward Tierney* being desirous to pay off the said *Abraham Wildey Robarts, William George Prescott, Harvey Combe*, and Sir *James Flower*, as such Incumbrancers, had applied to Sir *Matthew John Tierney* and *John Godfrey Teed* to advance and lend the Money for that Purpose, which they had agreed to do, and that they had, at the Request of the said *Edward Tierney*, paid the said Sum of Thirty thousand Pounds to the said *Abraham Wildey Robarts, William George Prescott, Harvey Combe*, and Sir *James Flower*, it was witnessed that in consideration of the said Sum of Thirty thousand Pounds paid by the said Sir *Matthew John Tierney* and *John Godfrey Teed*, at the Request of the said *Edward Tierney*, to the said *Abraham Wildey Robarts, William George Prescott, Harvey Combe*, and Sir *James Flower*, the said *Abraham Wildey Robarts, William George Prescott, Harvey Combe*, and Sir *James Flower*, at the Request and by the Direction of the said *Edward Tierney* and Sir *Matthew John Tierney* and *John Godfrey Teed*, did thereby bargain, sell, assign, and release unto the said *Thomas McMahon*, his Heirs and Assigns, all and singular the said Manors, Towns, Lands, Messuages, Tenements, and Hereditaments in the said County of *Cork*, comprised in the said Indenture of Mortgage of the Eighth *November* One thousand eight hundred and thirty-six, being the Hereditaments specified in the First Schedule to this Act annexed, to hold the same unto the said *Thomas McMahon*, his Heirs and Assigns for ever, upon trust for the said Sir *Matthew John Tierney* and *John Godfrey Teed*, their Heirs, Executors, Administrators, and Assigns, freed and discharged from the said Mortgage: And whereas

Indenture
dated 8th
Dec. 1842.

Indenture
dated 29th
Mar. 1843.

by Indenture bearing Date the Twenty-ninth Day of *March* One thousand eight hundred and forty-three, and made between the said *Edward Tierney* of the First Part, the said Sir *Matthew John Tierney* and *John Godfrey Teed* of the Second Part, and *Thomas McMahon* of the Third Part, the said *Edward Tierney* covenanted with Sir

[Private.]

s

Matthew

Egmont Estates Act, 1864.

Matthew John Tierney and *John Godfrey Teed*, their Executors and Administrators, for Payment of the said Sum of Thirty thousand Pounds and Interest; and it was declared that the said *Thomas McMahan*, his Heirs or Assigns, might, upon being requested so to do in Writing by the said *Sir Matthew John Tierney* and *John Godfrey Teed*, or the Survivor of them, his Executors, Administrators, or Assigns, have and exercise the same Power of Sale, and all other Powers, Remedies, and Means for the Recovery of the said Principal Sum of Thirty thousand Pounds, as were by the said Indenture of the Eighth Day of *November* One thousand eight hundred and thirty-six given to the said *Abraham Wildey Robarts*, *William George Prescott*, *Harvey Combe*, and *Sir James Flower* for the Recovery of the said Sum and Interest; and it was also declared that the Receipts of said *Thomas McMahan* should be effectual Discharges for all Monies which should come to his Hands by virtue of the Indenture of the Eighth Day of *December* One thousand eight hundred and forty-two and the now-reciting Indenture: And whereas the said *Sir Matthew John Tierney* died on or about the Twenty-eighth Day of *October* One thousand eight hundred and forty-five, without having had any Issue, having previously made his Will bearing Date the Twenty-eighth Day of *January* One thousand eight hundred and forty-three, and thereby gave and bequeathed to his Brother the said *Edward Tierney* the Sum of Ten thousand Pounds Sterling, with Interest from the Day of his Decease; the said Testator also gave and bequeathed to his Niece *Harriett Mary Tierney*, Daughter of his Brother *Edward Tierney*, the Sum of Five thousand Pounds Sterling, with Interest from the Date of Testator's Decease at the Rate of Four Pounds *per Centum per Annum*; and as to the Residue of his Property, whether Real or Personal, Testator gave, devised, and bequeathed the same and every Part thereof to his said Brother *Edward Tierney*, and to his Nephew *Matthew Edward Tierney* (the Son of the said *Edward Tierney*), and the Survivor of them, the Heirs, Executors, Administrators, and Assigns of such Survivor, in trust to lay out and invest within Six Months after Testator's Decease a Sum of Five thousand Pounds Sterling in Government Securities, or to place the same at Interest on any other good and sufficient Security, and pay the yearly Interest or Produce thereof to Testator's Niece *Harriett Mary Tierney* (the Daughter of the said *Edward Tierney*) for and during the Term of her natural Life, for her sole and separate Use, and upon her own Receipt, and so as not to be subject to the Debts or Control of any Husband in case she should marry, and after her Decease in case she should leave any Child or Children or the Issue of any deceased Child or Children surviving her, then upon trust to pay and apply the said Sum of Five thousand Pounds to and amongst such Child or Children or Issue as aforesaid, if more than One, at such Time, and in such Manner,

Will of Sir
Matthew
John Tier-
ney dated
28th Jan.
1843.

Egmont Estates Act, 1864.

Manner, Shares, or Proportions, as the said *Harriett Mary Tierney* should by her last Will and Testament, notwithstanding her Coverture, direct, limit, and appoint, and for want of such Appointment to such Children, and the Issue of any deceased Child or Children, Share and Share alike, such Issue to take amongst them equally only their Parents Share, and if but One Child the whole to such Child; and Testator declared his Will and Intention to be, that said *Harriett Mary Tierney* should be at liberty in making such Appointment as aforesaid to make the same to any One or more of such Children or Issue as aforesaid in exclusion of the others or other of them, and also in such Share or Shares, whether equal or unequal, as she in her Discretion should think fit, and upon trust in case his said Niece *Harriett Mary Tierney* should die without leaving Issue living at the Time of her Death, that then the said Sum of Five thousand Pounds should sink into and become Part of the Residue of Testator's Estate; and, subject to the Payment of the said Legacies or Sums of Money herein-before mentioned, Testator gave and bequeathed the Residue of his Estate and Property, of what Nature or Kind soever, to his said Nephew *Matthew Edward Tierney*, his Heirs, Executors, Administrators, and Assigns, for his own Use and Benefit absolutely, and he thereby appointed the said *Matthew Edward Tierney* his Residuary Legatee; and Testator directed that in case his said Nephew *Matthew Edward Tierney* died in the Lifetime of Testator, unmarried and without Issue, his, Testator's, Brother *Edward Tierney* should stand in the Place of his said Nephew, and be entitled to all the Benefit and Advantages of the Bequest and Devises therein given or made in favour of said Nephew *Matthew Edward Tierney*, and in case of the Death of the said Nephew in Testator's Lifetime he nominated, constituted, and appointed said *Edward Tierney* and his said Nephew *Matthew Edward Tierney* Executors of said Will: And whereas the said Sir *Matthew John Tierney*, by a Codicil to said Will, dated Twenty-fourth September One thousand eight hundred and forty-five, gave and bequeathed to his Niece, Miss *Mary Tierney*, the Sum of Three thousand Pounds Sterling, in addition to the Sum of Five thousand Pounds Sterling left or bequeathed to her by his said Will, to or paid or payable to his said Niece in Six Months after his Decease, with Interest for the same until paid after the Rate of Four Pounds *per Centum per Annum*: And whereas Probate of said Will and Codicil was on the Eighteenth Day of December One thousand eight hundred and forty-five granted to *Matthew Edward Tierney*, reserving the Right of Sir *Edward Tierney*, the other Executor: And whereas upon the Death of the said Sir *Matthew John Tierney* Baronet the said *Edward Tierney* became Sir *Edward Tierney* Baronet: And whereas by Indenture bearing Date the Twenty-first Day of June One thousand eight hundred and fifty, and made between *John Parkinson*, Executor of the said *Alexis Thomas Battanchon*,

Codicil to
the Will of
Sir M. J.
Tierney
dated 24th
Sept. 1845.

Indenture
dated 21st
June 1850.

Egmont Estates Act, 1864.

Battancho, deceased, of the First Part, the said Sir *Edward Tierney*, Executor and Devisee of the said Right Honourable *Henry Frederick John James* Earl of *Egmont*, deceased, of the Second Part, and the said *Thomas McMahon* of the Third Part, reciting that the said *Alexis Thomas Battancho* had, in or as of *Michaelmas* Term One thousand eight hundred and forty-one, obtained a Judgment in Her Majesty's Court of Queen's Bench in *Ireland* against the said Right Honourable *Henry Frederick John James* Earl of *Egmont* for the Sum of Eight thousand Pounds Debt, besides Costs, as herein-before recited, and reciting that the said *Alexis Thomas Battancho* departed this Life on or about the Twenty-eighth Day of *January* One thousand eight hundred and fifty, having made his last Will and Testament bearing Date the Seventeenth *June* One thousand eight hundred and forty-four, and thereby appointed the said *John Parkinson* his Executor, and the said *John Parkinson* afterwards duly proved the said Will, and obtained Probate thereof forth of the proper Ecclesiastical Court, and reciting the Death and Will of the said *Henry Frederick John James* Earl of *Egmont*, and the Proof of said Will by the said Sir *Edward Tierney*, and reciting that all Interest on the said Judgment had been paid off and discharged by the said Sir *Edward Tierney*, and the Principal Sum of Four thousand Pounds was then due thereon which the said *John Parkinson* had required Payment of, and the said Sir *Edward Tierney* had requested the said *Thomas McMahon* to pay off and discharge and take an Assignment of the said Judgment, which the said *Thomas McMahon* had agreed to do, it was witnessed that in consideration of the said Sum of Four thousand Pounds by the said *Thomas McMahon* paid to the said *John Parkinson*, with the Consent and Approbation of the said Sir *Edward Tierney*, the said *John Parkinson*, with the Consent and by the Direction of the said Sir *Edward Tierney*, did grant and assign unto the said *Thomas McMahon*, his Executors, Administrators, and Assigns, all that and those the said Judgment and Judgment Debt, and all Monies then due or thereafter to grow due thereon, to hold unto the said *Thomas McMahon*, his Executors, Administrators, and Assigns thenceforth for ever: And whereas by Indenture bearing Date the Sixteenth Day of *September* One thousand eight hundred and fifty-three, and expressed to be made between the said Sir *Edward Tierney* of the one Part and the said *Thomas McMahon* of the other Part, reciting that by the said recited Indenture bearing Date the Twenty-first Day of *June* One thousand eight hundred and fifty the said *John Parkinson* granted and assigned the said recited Judgment Debt, and all Interest thereon, as by said Indenture appears, and reciting that the said Sum of Four thousand Pounds was the proper Money of the said Sir *Edward Tierney*, and that the said Judgment Debt was assigned at his Request by the said *John Parkinson* to the said *Thomas McMahon*, to hold the same as his Trustee, and to keep
and

Indenture
dated 16th
Sept. 1853.

Egmont Estates Act, 1864.

and continue the same as a Charge on the Estates which were of the said *Henry Frederick John James Earl of Egmont* in his Lifetime, and that the said Sum of Four thousand Pounds should be raised and received off the said Estates by the said *Thomas McMahon*, and to be disposed of and applied by him in such Manner as the said *Sir Edward Tierney* should direct and appoint, the said *Thomas McMahon* did thereby agree and declare that the said Sum of Four thousand Pounds was the proper Money of the said *Sir Edward Tierney*, and that the said Judgment Debt was assigned to him by the said *John Parkinson* as a Trustee for the said *Sir Edward Tierney*, that he should hold the same in trust for the said *Sir Edward Tierney*, his Executors, Administrators, and Assigns, the same and every Part thereof to be applied for his and their own Use, or for such Use or Uses and in such Portion or Portions as the said *Sir Edward Tierney* should in his Lifetime direct or appoint: And whereas at the Time of the Death of the said *Sir Matthew John Tierney* there was due to him on foot of the Charges on said Hereditaments vested in him, or to which he was beneficially entitled as aforesaid, the Sum of Thirty thousand Pounds and no more: And whereas in the Year One thousand eight hundred and forty-six an Account was come to between the said *Sir Edward Tierney* as Devisee of said Hereditaments, and the said *Matthew Edward Tierney* as Legatee and Executor of the said *Sir Matthew John Tierney*, and it was then agreed between them that the said *Sir Edward Tierney* should take upon himself the Payment of the Legacies bequeathed by the said Will of the said *Sir Matthew John Tierney* amounting to the Sum of Twenty thousand Pounds, and that the Sum of Ten thousand Pounds (Residue of the Sum of Thirty thousand Pounds which was so due to said *Sir Matthew John Tierney* at his Death) should remain a Charge on the said Hereditaments specified in the First and Second Schedules to this Act annexed in favour of the said *Matthew Edward Tierney*, with Interest thereon at the Rate of Five Pounds *per Cent. per Annum*: And whereas the said *Sir Edward Tierney* afterwards in the Year One thousand eight hundred and forty-nine paid to the said *Matthew Edward Tierney* a Sum of Eight thousand Pounds, Portion of the said Sum of Ten thousand Pounds: And whereas the Sum of Two thousand Pounds, Residue of the said Sum of Ten thousand Pounds, was paid off and discharged as herein-after recited: And whereas the said *Sir Edward Tierney* made his Will bearing Date the Twenty-eighth Day of *April* One thousand eight hundred and fifty-five, and which is in the Words and Figures or to the Effect following; (that is to say,)

“ This is the last Will and Testament of me *Sir Edward Tierney*,
 “ of *Fitzwilliam Street* in the City of *Dublin*, Baronet. Whereas I
 “ am seised and possessed of valuable Fee Simple Estates in the
 “ Baronies of *Orrery* and *Kilmore, Fermoy* and *Duhallow*, in the
 “ County of *Cork*, and also of the Right of Patronage or Presenta-
 [Private.] t tion

Will of Sir
 Edward
 Tierney
 dated 28th
 April 1855.

Egmont Estates Act, 1864.

“ tion to the Living, Church, or Parish of *Churchtown* called *Bruhenny*
 “ otherwise *Ballintemple*, and the Glebes and Tithes thereunto
 “ belonging under the Will of *Henry Frederick John James* late
 “ Earl of *Egmont*, which several Estates are subject to certain
 “ Charges and Incumbrances: And whereas by the Deed of Settle-
 “ ment executed on my Marriage with my late Wife *Anna Maria*
 “ *Tierney* (before her said Marriage *Anna Maria Jones* Spinster),
 “ and bearing Date the Ninth Day of *April* One thousand eight
 “ hundred and twelve, and also by virtue of certain Deeds or
 “ Writings endorsed thereon, various Sums of Money amounting
 “ to the Sum of Twenty-four thousand Pounds were vested in
 “ Sir *Matthew John Tierney* Baronet, deceased, and *John Godfrey*
 “ *Teed* of *Lincoln's Inn*, Esquire, One of Her Majesty's Counsel, as
 “ Trustees, upon the Trusts declared by the said Settlement: And
 “ whereas the said Sum of Twenty-four thousand Pounds was lent
 “ and advanced by the said Trustees at the Request of me and of
 “ my said late Wife *Anna Maria Tierney* on an Assignment of a
 “ Mortgage affecting the said Estates herein-before mentioned or
 “ referred to, and which Sum of Twenty-four thousand Pounds is
 “ now a Charge upon the said Estates: And whereas by Deed or
 “ Writing bearing Date the Thirtieth Day of *March* One thousand
 “ eight hundred and forty-three, endorsed upon the said Settlement
 “ of the Ninth Day of *April* One thousand eight hundred and twelve,
 “ and duly executed by me and said *Anna Maria Tierney* my late
 “ Wife, the said Sum of Twenty-four thousand Pounds was appointed
 “ to and for our Two and only Children, namely, *Matthew Edward*
 “ *Tierney* of the *Coldstream* Guards and *Harriett Mary Tierney*
 “ Spinster, in manner therein mentioned; that is to say, the Sum of
 “ Four thousand Pounds, Part thereof, to and for the said *Matthew*
 “ *Edward Tierney*, and Twenty thousand Pounds, the Residue thereof,
 “ to and for the said *Harriett Mary Tierney*, subject to the Life
 “ Interest of me and of the said *Anna Maria Tierney* therein: And
 “ whereas my Daughter the said *Harriett Mary Tierney* intermarried
 “ with the Reverend *William Lionel Darell* A.M., now Sir *William*
 “ *Lionel Darell* Baronet, and previous to the said Marriage a Deed
 “ of Settlement bearing Date the Sixteenth Day of *April* One
 “ thousand eight hundred and forty-three was executed; vesting the
 “ said Sum of Twenty thousand Pounds in the said *Matthew Edward*
 “ *Tierney* and *John Godfrey Teed*, herein-before mentioned as Trus-
 “ tees, upon the Trusts declared in and by the said Settlement;
 “ and by the said Settlement I did covenant to pay to or on account
 “ of the said *Harriett Mary Tierney* as in said Settlement mentioned
 “ a Sum of One thousand Pounds a Year for and during the joint
 “ Lives of myself and my said Wife *Anna Maria Tierney* and the
 “ Life of the Survivor: Now I do hereby declare my Will to be
 “ that when after my Decease the said Sum of Twenty thousand
 “ Pounds

Egmont Estates Act, 1864.

“ Pounds (which is now a Charge on my Estate) shall become
“ applicable to the Uses of the said Settlement of the said Reverend
“ *William Lionel Darell* and *Harriett Mary* his Wife, the same shall
“ be paid off and discharged from and out of my Personal Estate
“ as herein-after mentioned, and I declare that my said Personal
“ Estate shall be the primary Fund for the Payment of same, and
“ that such Part thereof (if any) as my said Personal Estate appli-
“ cable thereto shall not be sufficient to discharge shall be and
“ remain and continue a Charge upon my *Churchtown* Estates herein-
“ after mentioned, in exoneration of my *Kanturk* Estates, and shall
“ be subject to Interest at the Rate of Five Pounds *per Cent. per*
“ *Annum* until paid off and discharged: And whereas my Niece
“ *Mary Tierney* being possessed of or entitled to the Sum of Fifteen
“ thousand Pounds under an Assignment of a Policy of Insurance
“ and under the Will of her Uncle the late Sir *Matthew John*
“ *Tierney*, I Sir *Edward Tierney* agreed to take the said Sum of
“ Fifteen thousand Pounds, and pay her as and for Interest therefor
“ a Sum of Seven hundred Pounds a Year during her Life or until
“ Marriage in case she shall marry; I hereby declare that the said
“ Sum of Fifteen thousand Pounds is to be charged and chargeable
“ upon my said Estates until paid off as herein-after mentioned, and
“ to be at her Disposal: And whereas the late Sir *Matthew John*
“ *Tierney* by his Will bequeathed a Sum of Five thousand Pounds
“ to his Niece (my Daughter) *Harriett Mary Tierney*, now *Harriett*
“ *Mary Darell*, upon the Trusts in his Will mentioned, and said Sum
“ of Five thousand Pounds is also charged upon my said Estates,
“ and subject to Five Pounds *per Cent. per Annum* Interest: And
“ whereas the said Sir *Matthew John Tierney* Baronet, who departed
“ this Life at *Brighton* on the Twenty-eighth *October* One thousand
“ eight hundred and forty-five, was entitled to certain Charges on
“ my said Estates amounting altogether to a Sum of Thirty thousand
“ Pounds, and previous to his Death made his Will, and, after thereby
“ bequeathing certain Legacies amounting to the Sum of Twenty
“ thousand Pounds, he devised the Residue of his Property to his
“ Nephew the said *Matthew Edward Tierney*: And whereas upon
“ a Settlement of Accounts between me and the said *Matthew*
“ *Edward Tierney* in the Month of *December* One thousand eight
“ hundred and forty-six, I agreed to undertake the Payment and
“ Discharge of the said Legacies so bequeathed by the said Sir
“ *Matthew John Tierney*, and that the Sum of Ten thousand Pounds,
“ Residue of the said Thirty thousand Pounds so as aforesaid due to
“ the said Sir *Matthew John Tierney*, should remain a Charge on my
“ said Estates in favour of the said *Matthew Edward Tierney*, and
“ that I should pay him the Interest thereof at the Rate of Five
“ Pounds *per Cent. per Annum*, and which has been regularly paid
“ to

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“ to him: And whereas in the Month of *April* One thousand eight
 “ hundred and forty-nine I paid to the said *Matthew Edward*
 “ *Tierney*, through my Bankers in *London*, *Messieurs Robarts, Curtis,*
 “ and Company, on account of his said Charge of Ten thousand
 “ Pounds and in part Discharge thereof, a Sum of Eight thousand
 “ Pounds Sterling to enable him to purchase his Promotion in his
 “ Regiment, and for other Purposes, so that the Sum now due to
 “ him the said *Matthew Edward Tierney*, and remaining a Charge
 “ upon my said Estates, under or by virtue of the Will of his Uncle
 “ the said *Sir Matthew John Tierney* deceased, and of the Charges
 “ which he the said *Sir Matthew John Tierney* had upon my said
 “ Estates as before mentioned, is Two thousand Pounds Sterling,
 “ all Interest having been regularly paid by me through my
 “ Bankers: And whereas the said late Earl of *Egmont* executed
 “ a Bond in his Lifetime to secure the Payment of Four thousand
 “ Pounds to *Alexis Thomas Battanchon* Esquire, which is a Charge
 “ on the Estates before mentioned; and the said late Earl of
 “ *Egmont* by his Will devised an Annuity of One hundred Pounds
 “ a Year to the said *Alexis Thomas Battanchon* during the Term
 “ of his natural Life, which was also a Charge on the said Estates;
 “ the Interest of said Four thousand Pounds and the said Annuity
 “ of One hundred Pounds a Year have been regularly paid by me:
 “ And whereas the said *Alexis Thomas Battanchon* departed this
 “ Life on or about the Twenty-eighth Day of *January* One thou-
 “ sand eight hundred and fifty, and before his Death duly made
 “ his last Will and Testament, and appointed *John Parkinson* of
 “ *Argyle Street* in the County of *Middlesex*, Esquire, Solicitor, his
 “ Executor, who proved said Will and obtained Probate thereof
 “ from the Court of Prerogative in *Ireland*; and the said *John*
 “ *Parkinson* having required Payment of the said Sum of Four
 “ thousand Pounds with some Interest, and also of the Sum due on
 “ foot of said Annuity to the Time of the Death of the said *Alexis*
 “ *Thomas Battanchon*, I paid off the same in the Month of *June*
 “ One thousand eight hundred and fifty, and the said *John Parkin-*
 “ *son* assigned the said Debt of Four thousand Pounds and a
 “ Judgment obtained on the Bond and Warrant executed for
 “ securing, at my Desire, to *Thomas McMahon*, then of 44, *Lower*
 “ *Mount Street* in the City of *Dublin*, Esquire: And whereas the
 “ Charge affecting my said Estates, except those vested in myself
 “ and which are my own Property, are as follows:

“ The Sum of Twenty-four thousand Pounds
 “ secured by my Marriage Settlement and
 “ by other Deeds and Documents, and ap-
 “ pointed to my Daughter and Son as be-
 “ fore mentioned

£24,000 0 0

“ To

Egmont Estates Act, 1864.

“ To my Daughter under the Will of the late
 “ Sir *Matthew John Tierney* her Uncle, Five
 “ thousand Pounds - - - - - £5,000 0 0
 “ To my Niece *Mary Tierney* Fifteen thousand
 “ Pounds - - - - - 15,000 0 0
 “ To my Son *Matthew Edward Tierney* in right
 “ of his Uncle the late Sir *Matthew John*
 “ *Tierney* as before mentioned, Two thou-
 “ sand Pounds - - - - - 2,000 0 0
 “ To *Thomas McMahon* as Assignee of *John*
 “ *Parkinson*, the Executor of *Alexis Thomas*
 “ *Battanckon* deceased, Four thousand
 “ Pounds - - - - - 4,000 0 0
 “ All other Debts and Charges on the Estates are due and owing
 “ to myself; now it is my Wish and Intention, and I do hereby
 “ direct, that the said Sums of Twenty thousand Pounds and Five
 “ thousand Pounds to which my said Daughter became entitled on
 “ the Appointment pursuant to my Marriage Settlement and the
 “ Deeds connected therewith, and under the Will of the late Sir
 “ *Matthew John Tierney* Baronet, deceased, and also the said Sums
 “ of Four thousand Pounds and Two thousand Pounds to which my
 “ said Son is entitled as aforesaid, and said Sum of Four thousand
 “ Pounds so assigned to said *Thomas McMahon*, shall be paid off and
 “ discharged out of my Personal Estate herein-after mentioned; and
 “ I declare my said Personal Estate to be the primary Fund for the
 “ Payment of same; and I declare that so much and such Parts of
 “ said Sums as my said Personal Estate shall not be sufficient to
 “ discharge shall be and remain charged upon my said *Churchtown*
 “ Estates, in exoneration of my *Kanturk* Estates herein-after men-
 “ tioned, and shall be subject to Interest at the Rate of Five Pounds
 “ *per Cent. per Annum*, which I desire shall be paid for the said
 “ Sums; and I wish that the Sum of Fifteen thousand Pounds so due
 “ to my said Niece *Mary Tierney* shall be a Charge upon my said
 “ *Churchtown* Estates, and that she shall be paid or received as and
 “ for Interest thereof the yearly Sum of Seven hundred Pounds
 “ so long as the same shall remain a Charge on my said Estates
 “ as aforesaid, and until the said Sum of Fifteen thousand Pounds
 “ shall be paid off and discharged as herein-after mentioned; and
 “ I hereby direct that all such other Charges and Incumbrances
 “ affecting my Estates at the Time of my Decease as shall then be
 “ vested in myself, or in any other Person or Persons in trust for
 “ me, shall from and after my Decease sink into and be merged in
 “ the Inheritance of my said Estates for the Benefit of the Person
 “ or Persons to whom I shall devise the same respectively; and
 “ subject as herein-before mentioned, and also subject to any other
 “ Charge or Charges or Incumbrances that I shall or may think fit

[Private.]

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“ at

Egmont Estates Act, 1864.

“ at any Time hereafter to make on my said Estates or to charge
 “ the same with, I give and devise all and singular my said Estates
 “ and every Part thereof situate in Baronies of *Orrery* and *Kilmore*,
 “ *Fermoy* and *Duhallow*, or elsewhere in the County of *Cork*, or in
 “ any other Place to which I am or shall or may be entitled under
 “ or by virtue of the Will of the late Earl of *Egmont* as herein-before
 “ mentioned, and the said Right of Patronage or Presentation afore-
 “ said, and also the Estate lately purchased by me at a Sale under
 “ the Incumbered Estates Court, being Part of the Lands of *Greenane*
 “ near the Town of *Kanturk* in the Barony of *Duhallow* in the
 “ County of *Cork*, to my Nephew *Thomas McMahon*, of Number
 “ Fifteen, *Warrington Place* in the City of *Dublin*, Esquire, Solicitor,
 “ and my Nephew the Reverend *Henry Bowles* Clerk, now residing
 “ at or near *Fretherne* in the County of *Gloucester* in *England*,
 “ and their Heirs and Assigns, to the Uses, upon and for the Trusts,
 “ and with, under, and subject to the Powers, Provisoos, and Declara-
 “ tions herein-after expressed and declared concerning the same ; that
 “ is to say, as to my Estates called or known as my *Churchtown*
 “ Estates situate, lying, and being in the Baronies of *Orrery* and
 “ *Kilmore* and *Fermoy* in the County of *Cork*, and the several Towns,
 “ Townlands, and Denominations and Sub-denominations of Land
 “ and Farms comprising and forming my said Estates called or known
 “ as the *Churchtown* Estates, together with all Rights, Members,
 “ Appendances, and Appurtenances thereto, or to any Part thereof,
 “ belonging or of Right appertaining, and also the Right of Patronage
 “ or Presentation to the Living, Church, or Parish of *Churchtown*
 “ called *Bruhenny* otherwise *Ballintemple*, or by whatsoever Name
 “ the same is called or known, and the Glebes and Tithes thereunto
 “ belonging, and all other my Towns, Lands, and Premises, with the
 “ Appurtenances and Appendances thereunto belonging or in any-
 “ wise appertaining, situate in the said Baronies of *Orrery* and
 “ *Kilmore* and *Fermoy* in the said County of *Cork*, to the Use of
 “ my Son, Lieutenant Colonel *Matthew Edward Tierney*, late of the
 “ *Coldstream Regiment* of Foot Guards, and his Assigns, for and
 “ during the Term of his natural Life, without Impeachment of Waste;
 “ and immediately after the Determination of that Estate by For-
 “ feiture or otherwise in his Lifetime, to the Use of the said *Thomas*
 “ *McMahon* and *Henry Bowles*, and their Executors or Adminis-
 “ trators, during the Life of my said Son, upon trust by the usual
 “ Ways and Means to preserve the contingent Remainders herein-
 “ after limited from being defeated or destroyed, but to permit and
 “ suffer my said Son and his Assigns during his Life to receive the
 “ Rents and Profits of the said Hereditaments for his and their proper
 “ Use and Benefit ; and from and immediately after the Decease of my
 “ said Son, to the Use of the First and every other Son of my said Son
 “ *Matthew Edward Tierney*, severally and successively, according to
 “ their

Egmont Estates Act, 1864.

“ their respective Seniorities, and the Heirs Male of the Body of every
 “ such Son, the elder of such Sons and the Heirs Male of his Body
 “ being always to be preferred to the younger of such Sons and the
 “ Heirs Male of his or their Body or Bodies ; and in default of such
 “ Issue, to the Use of my Daughter *Harriett Mary Darell* and her
 “ Husband the said Sir *William Lionel Darell* for and during their
 “ joint natural Lives ; and from and after the Decease of either of
 “ them, then to the Use of the Survivor of them for and during his
 “ or her natural Life ; and immediately after the Determination of
 “ that Estate by Forfeiture or otherwise in his or her Lifetime, to the
 “ Use of the said *Thomas McMahon* and *Henry Bowles* and their
 “ Executors or Administrators during the Life of my said Daughter
 “ and Son-in-law, upon trust by the usual Ways and Means to
 “ preserve the contingent Remainders herein-after limited from being
 “ defeated or destroyed, but to permit and suffer my said Daughter
 “ and Son-in-law respectively during their respective Lives to
 “ receive the Rents and Profits of the said Hereditaments for his and
 “ their proper Use and Benefit ; and from and immediately after the
 “ Decease of the Survivor of them my said Daughter and Son-in-law,
 “ to the Use of my Grandson *Lionel Edward Darell*, the eldest
 “ Son of my said Daughter, for the Term of his natural Life, without
 “ Impeachment of Waste ; and from and immediately after the Deter-
 “ mination of that Estate by Forfeiture or otherwise in his Lifetime,
 “ to the Use of the said *Thomas McMahon* and *Henry Bowles*, and
 “ their Executors or Administrators, during the Lifetime of my said
 “ Grandson *Lionel Edward Darell*, upon trust by the usual Ways
 “ and Means to preserve the contingent Remainders herein-after
 “ limited from being defeated or destroyed, but to permit and suffer
 “ my said Grandson and his Assigns to receive the Rents and Profits
 “ of the said Hereditaments for his and their proper Use and Benefit ;
 “ and from and immediately after Decease of my said Grandson, to
 “ the Use of the First and every other Son of my said Grandson
 “ *Lionel Edward Darell*, severally and successively, according to their
 “ respective Seniorities, and to the Heirs Male of the Body of every
 “ such Son, the elder of such Sons and the Heirs Male of his Body
 “ being always preferred to the younger of said Sons and the Heirs Male
 “ of his or their Body or Bodies ; and in default of such Issue, to the
 “ Use of my Grandson *Edward Tierney Gillkrest Darell*, the Second
 “ Son of my said Daughter, for the Term of his natural Life, without
 “ Impeachment of Waste ; and immediately after the Determination
 “ of that Estate by Forfeiture or otherwise in his Lifetime, to the
 “ Use of the said *Thomas McMahon* and *Henry Bowles* and their
 “ Executors and Administrators during the Life of my said Grand-
 “ son *Edward Tierney Gillkrest Darell*, upon trust by the usual
 “ Ways and Means to preserve the contingent Remainders herein-after
 “ limited from being defeated or destroyed, but to permit and suffer
 “ my

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“ my said Grandson and his Assigns during his Life to receive the
 “ Rents and Profits of the said Hereditaments for his and their
 “ proper Use and Benefit ; and from and immediately after the Decease
 “ of my said Grandson *Edward Tierney Gillkrest Darell*, to the
 “ Use of the First and every other Son of the said *Edward Tierney*
 “ *Gillkrest Darell*, severally and successively, according to their
 “ respective Seniorities, and the Heirs Male of the Body of every
 “ such Son, the elder of such Sons and the Heirs Male of his Body
 “ being always preferred to the younger of said Sons and the Heirs
 “ Male of his or their Body or Bodies ; and in default of such Issue,
 “ to the Use of the Third and every other Son of my said Daughter,
 “ severally and successively, according to their respective Seniorities,
 “ and the Heirs Male of the Body of every such Son, the elder of
 “ such Sons and the Heirs Male of his Body being always to be
 “ preferred to the younger of said Sons and the Heirs Male of his or
 “ their Body or Bodies ; and in default of such Issue, to the Use
 “ of all and every the Daughter and Daughters of the Body of my
 “ said Son *Matthew Edward Tierney* and the Heirs of the Body and
 “ respective Bodies of such Daughter and Daughters, equally to be
 “ divided between or among such Daughters, if more than One, Share
 “ and Share alike, as Tenants in Common, and not as Joint Tenants ;
 “ and if there should be but One such Daughter, then to the Use of
 “ such only Daughter and the Heirs of her Body ; and in case there
 “ should be more than One such Daughter, and there should be a
 “ Failure of Issue of the Body or Bodies of any One or more of such
 “ Daughters, then as to both the original Part and Share or Parts and
 “ Shares of such Daughter or Daughters respectively whose Issue
 “ shall so fail, and also such other Part and Share or Parts and Shares
 “ in the said Hereditaments as by virtue of this present Clause shall
 “ have become vested in or shall have accrued unto such Daughter
 “ or Daughters respectively, or her or their Issue, upon the Failure of
 “ Issue of any other or others of the same Daughters, to the Use of
 “ the remaining and other or others of the same Daughters and the
 “ Heirs of the Body and respective Bodies of such remaining and
 “ other Daughters equally between or among them (if more than One),
 “ Share and Share alike, as to Tenants in Common, and not as Joint
 “ Tenants ; and if there should be but One such remaining or other
 “ Daughter, then to the Use of such only Daughter and the Heirs of
 “ her Body ; and in default or failure of such Issue, to the Use of all
 “ and every the Daughter and Daughters of the Body of my said
 “ Daughter *Harriett Mary Darell* and the Heirs of the Body and
 “ respective Bodies of such Daughter and Daughters, equally to be
 “ divided between or among such Daughters, if more than One, as
 “ Tenants in Common, and not as Joint Tenants ; and if there should
 “ be but One such Daughter, then to the Use of such One Daughter
 “ and the Heirs of her Body, with such and the like Limitations and
 “ Remainders,

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“ Remainders, in case of Failure of Issue of the Body or Bodies of any
 “ One or more of such Daughters, in favour of the other or others of
 “ said Daughters and the Heirs of her and their Body or Bodies, as
 “ is herein-before contained in case of a Failure of the Issue of the
 “ Body or Bodies of any One or more of the Daughters of my said
 “ Son *Matthew Edward Tierney*; and in default or failure of such
 “ Issue, to the Use of my own right Heirs for ever; and as regards
 “ my Estates called or known as my *Kanturk* Estate situate, lying,
 “ and being in the Barony of *Duhallow* and County of *Cork*, and the
 “ several Towns, Lands, and Denominations and Sub-denominations
 “ of Lands and Farms comprising and forming my said *Kanturk*
 “ Estates, together with all Rights, Members, Appendances, and
 “ Appurtenances thereto, or to any Part thereof, of Right belonging
 “ or appertaining, and all my Towns, Lands, Hereditaments, and
 “ Premises, with the Appendances and Appurtenances thereto
 “ belonging or appertaining, situate in the Barony of *Duhallow* and
 “ County of *Cork*, and also the said Estate, Part of *Greenane*, lately
 “ purchased by me as aforesaid, my Will is that my said Trustees,
 “ their Heirs and Assigns, shall stand and be seised of same to the
 “ Uses, upon the Trusts, and subject to the Powers, Provisions, and
 “ Limitations following; that is to say, to the Use of my Daughter
 “ *Harriett Mary Darell*, the Wife of the Reverend Sir *William*
 “ *Lionel Darell* Baronet, and to her Husband the said Reverend Sir
 “ *William Lionel Darell*, for and during their joint natural Lives,
 “ and from and after the Death of either of them to the Use of the
 “ Survivor of them the said *Harriett Mary Darell* and Sir *William*
 “ *Lionel Darell*, and her or his Assigns, for and during her or his
 “ Life, without Impeachment of Waste; and immediately after the
 “ Determination of that Estate by Forfeiture or otherwise in her or
 “ his Lifetime, to the Use of the said *Thomas McMahon* and *Henry*
 “ *Bowles* and their Executors or Administrators during the Life of
 “ such Survivor, upon trust by the usual Ways and Means to pre-
 “ serve the contingent Remainders herein-after limited from being
 “ defeated or destroyed, but to permit and suffer the Survivor of my
 “ said Daughter and Son-in-law to receive the Rents and Profits of
 “ the said Hereditaments for her or his own proper Use and Benefit;
 “ and from and after the Decease of the Survivor of my said Daughter
 “ and Son-in-law, to the Use of my Grandson *Lionel Edward Darell*,
 “ eldest Son of my said Daughter, and his Assigns, during his Life,
 “ without Impeachment of Waste; and immediately after the Deter-
 “ mination of that Estate by Forfeiture or otherwise in his Lifetime,
 “ to the Use of the said *Thomas McMahon* and *Henry Bowles*, their
 “ Executors or Administrators, during the Life of my said Grandson
 “ *Lionel Edward Darell*, upon trust by the usual Ways and Means
 “ to preserve the contingent Remainders herein-after limited from
 “ being defeated or destroyed, but to permit and suffer the said

[*Private.*]

x

“ *Lionel*

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“ *Lionel Edward Darell* and his Assigns during his Life to receive
 “ the Rents and Profits of the said Hereditaments for his and their
 “ proper Use and Benefit; and from and after the Decease of my
 “ said Grandson *Lionel Edward Darell* to the Use of the First and
 “ every other Son of my said Grandson, severally and successively,
 “ according to their respective Seniorities, and the Heirs Male of the
 “ Body of every such Son, the elder of such Sons and the Heirs
 “ Male of his Body being always to be preferred to the younger of
 “ such Sons and the Heirs Male of his or their Body or Bodies;
 “ and in default or failure of such Issue, to the Use of my Grand-
 “ son *Edward Tierney Gillkrest Darell*, Second Son of my said
 “ Daughter, and his Assigns, during the Term of his natural Life;
 “ and after the Determination of that Estate by Forfeiture or other-
 “ wise in the Lifetime of the said *Edward Tierney Gillkrest Darell*,
 “ to the Use of the said *Thomas McMahon* and *Henry Bowles*, their
 “ Executors and Administrators, during the Life of the said *Edward*
 “ *Tierney Gillkrest Darell*, upon trust by the usual Ways and
 “ Means to preserve the contingent Remainders herein-after limited,
 “ but nevertheless to permit and suffer the said *Edward Tierney*
 “ *Gillkrest Darell* and his Assigns during his Life to receive the
 “ Rents and Profits of the said Hereditaments; and immediately
 “ after the Decease of my said Grandson *Edward Tierney Gillkrest*
 “ *Darell*, to the Use of the First and every other Son of the said
 “ *Edward Tierney Gillkrest Darell*, severally and successively,
 “ according to their respective Seniorities, and the Heirs Male of the
 “ Body of every such Son, the elder of such Sons and the Heirs
 “ Male of his Body being always to be preferred to the younger of
 “ such Sons and the Heirs Male of his or their Body or Bodies;
 “ and in default or failure of such Issue, to the Use of the Third,
 “ Fourth, and every other younger Son of my said Daughter,
 “ severally and successively, according to their respective Seniorities,
 “ and the Heirs Male of the Body of every such Son, the elder of
 “ such Sons and the Heirs Male of his Body being always to be
 “ preferred to the younger of such Sons and the Heirs Male of his
 “ or their Body or Bodies; and in default or failure of such Issue, to
 “ the Use of my said Son *Matthew Edward Tierney* and his Assigns
 “ for and during the Term of his natural Life, with such and the
 “ like Limitations to the said *Thomas McMahon* and *Henry Bowles*,
 “ their Executors and Administrators, to preserve contingent Remain-
 “ ders as herein-before contained respecting my *Churchtown* Estates;
 “ and from and after the Decease of my said Son *Matthew Edward*
 “ *Tierney*, to the Use of the First and every Son of the said *Matthew*
 “ *Edward Tierney*, severally and successively, according to their
 “ respective Seniorities, and the Heirs Male of the Body of every
 “ such Son, the elder of such Son and the Heirs Male of his or
 “ their Body or Bodies to be preferred to the younger of such Son
 “ or

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“ or Sons and the Heirs Male of his or their Body or Bodies ; and
 “ in default of such Issue, to the Use of all and every the Daughter
 “ or Daughters of my said Daughter *Harriett Mary Darell*, and the
 “ Heirs of the Body or respective Bodies of such Daughter and
 “ Daughters, equally to be divided between such Daughters, if more
 “ than One, Share and Share alike, as Tenants in Common, and not as
 “ Joint Tenants ; and if there should be but One such Daughter, then
 “ to the Use of such only Daughter and the Heirs of her Body ;
 “ and in case there should be more than One such Daughter, and
 “ there should be a Failure of Issue of the Body or Bodies of any
 “ One or more of such Daughters, then as to both the original Part
 “ or Share or Parts or Shares of such Daughter or Daughters
 “ respectively whose Issue shall so fail, and also such other Part and
 “ Share or Parts and Shares as by virtue of this present Clause shall
 “ have become vested in or shall have accrued unto such Daughter
 “ or Daughters respectively, or her or their Issue, upon the Failure
 “ of Issue of any other or others of the same Daughters, to the Use
 “ of the remaining or other or others of the same Daughters, and the
 “ Heirs of the Body and respective Bodies of such remaining and
 “ other Daughter and Daughters, equally to be divided between them,
 “ Share and Share alike, as Tenants in Common, and not as Joint
 “ Tenants ; and if there should be but One such remaining or other
 “ Daughter, then to the Use of such only Daughter and the Heirs of
 “ her Body ; and in default of such Issue, to the Use of all and
 “ every the Daughter or Daughters of my said Son *Matthew Edward*
 “ *Tierney* and the Heirs of the Body or respective Bodies of such
 “ Daughter or Daughters, equally to be divided between such
 “ Daughters (if more than One) as Tenants in Common, and not as
 “ Joint Tenants ; and if there should be but One such Daughter, then
 “ to the Use of such One Daughter and the Heirs of her Body, with
 “ such and the like Limitations and Remainders in case of the Failure
 “ of Issue of the Body or Bodies of any One or more of such
 “ Daughters in favour of the other or others of said Daughters as is
 “ lastly herein-before contained in case of a Failure of the Issue of
 “ the Body or Bodies of any One or more of the Daughters of my
 “ said Daughter ; and for default of such Issue, to the Use of my
 “ own right Heirs for ever : Provided always, and I hereby declare,
 “ that if by reason of the Failure of Issue of the said *Matthew*
 “ *Edward Tierney*, entitled or inheritable under the Limitations
 “ herein-before contained, any Son of my said Daughter *Harriett*
 “ *Mary Darell*, or any Issue of such Son, should for the Time being,
 “ under the Limitations herein-before contained of my said *Church-*
 “ *town* Estates, be Tenant for Life or Tenant in Tail Male in posses-
 “ sion of the said last-mentioned Estates, and there should then be
 “ living any other Son of my said Daughter, or any Issue of such
 “ other Son, then and so often as the same shall happen the Estate
 “ for

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“ for Life or the Estate in Tail Mail in possession, as the Case may
 “ be, which the Person so in possession under the Limitations herein-
 “ before contained shall be seised of or entitled to, and in my said
 “ Estates called the *Kanturk* Estates, and also of and in the Estate
 “ lately purchased by me in the Incumbered Estates Court, being
 “ Part of the Lands of *Greenane* aforesaid, and also the Estates in
 “ Tail Mail to which under the Limitations aforesaid the Son or
 “ Sons of such Persons so being Tenant for Life may happen to be
 “ entitled of or in my said *Kanturk* Estates, and the said Part of the
 “ Lands of *Greenane* in remainder expectant on the Life Estate of
 “ such Person therein, shall cease and determine; but I declare that if
 “ by virtue of this Proviso my said *Kanturk* Estate and said Part of
 “ the Lands of *Greenane* should have been shifted from any Child
 “ of my said Daughter, or any Son of the said Child, and there should
 “ afterwards be a Failure of Issue Male of the other Son or Sons (if
 “ more than One) of my said Daughter, then and in that Case my
 “ said *Kanturk* Estate and said Part of said Lands of *Greenane* shall
 “ return, be, and remain to such Son from whom or from whose
 “ Issue the same shall have so shifted for Life or in Tail Male, as
 “ the Case may be, with such Remainders over as are herein-before
 “ limited or expressed or contained of or concerning the same: Pro-
 “ vided always, and I hereby declare, that it shall be lawful for each
 “ and every Grandson of mine to whom an Estate for Life is hereby
 “ limited of and in my said Estates respectively, and when he and
 “ they respectively shall by virtue of the Limitations herein-before
 “ contained be in the actual Possession of or entitled to the Receipt
 “ of the Rents and Profits of the Hereditaments hereby devised to
 “ them respectively, at any Time or Times, or from Time to Time,
 “ either before or after Marriage, by any Deed or Deeds revocable or
 “ irrevocable, to be attested by One or more than One Witness, or
 “ by his last Will and Testament, to limit and appoint to the Use or
 “ in trust for any and every Wife whom such Grandson shall have
 “ married, shall or may thereafter marry, for her Life and for her
 “ Jointure, and in bar, without being in bar of Dower, any annual Sum
 “ or Sums of Money, or yearly Rentcharge or yearly Rentcharges, not
 “ exceeding in the whole the yearly Sum of Five hundred Pounds
 “ Sterling, to be issuing out of and charged upon all or any of the
 “ said Hereditaments respectively, and to be paid in such Manner as
 “ my said Grandsons respectively shall seem meet, and to limit and
 “ appoint the usual Powers and Remedies for recovering and en-
 “ forcing Payment thereof respectively by Distress and Entry upon
 “ and Perception of the Rents and Profits of the said Hereditaments
 “ so to be charged with the said annual Sum or yearly Rentcharge or
 “ annual Sums or yearly Rentcharges, and also to limit the Heredita-
 “ ments so to be charged to Trustees for any Term or Terms of
 “ Years upon the usual Trusts for securing the Payment of the said
 “ annual

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“ annual Sum or yearly Rentcharge or annual Sums or yearly Rent-
 “ charges respectively: Provided also, and I further declare, that it
 “ shall be lawful for my Son the said *Matthew Edward Tierney*, in
 “ case he shall marry and have Issue other than an eldest or only
 “ Son, by any Deed or Deeds under his Hand and Seal, attested by
 “ One or more than One Witness, or by his last Will and Testament
 “ in Writing, to charge my said *Churchtown* Estates hereby devised,
 “ when and so soon as he shall be in possession of them, with the
 “ Payment of any Sum or Sums of Money, not exceeding in the
 “ whole the Sum of Ten thousand Pounds, for or towards the Portion
 “ or Portions of all and every or any of the Daughter or Daughters
 “ and younger Son or younger Sons of my said Son, and to be
 “ applied or divided between them, if more than One, in such Manner,
 “ Shares, and Proportions, and payable at such Time or Times, as he
 “ shall think fit to direct, and also with the Payment of such yearly
 “ Sum or Sums of Money as he should think fit for or towards the
 “ Maintenance or Education of such Daughter or Daughters and
 “ younger Son or younger Sons for the Time being of my said Son
 “ until her or their Portion or respective Portions shall become
 “ vested and payable, so as the same do not exceed the Interest of
 “ such his, her, or their Portion or respective Portions, or presumptive
 “ or expectant Portion or respective Portions, after the Rate of Five
 “ Pounds *per Cent. per Annum*, and to raise, create, or demise such
 “ Term or Terms of Years of or in the said Hereditaments so to
 “ be charged therewith for securing, levying, raising, and paying
 “ such Portion or respective Portions and Maintenance as is or are
 “ usually created or limited for the like Purpose; and I do further
 “ declare that it shall be lawful for my said Daughter the said
 “ *Harriett Mary Darell*, and her Husband the said *Sir William*
 “ *Lionel Darell*, by any Deed or Deeds to be executed by them
 “ jointly in manner aforesaid during their joint Lives, or in default
 “ thereof for the Survivor of them, by any Deed or Deeds to be
 “ executed by him or her in manner aforesaid, or by his or her last
 “ Will and Testament when, and so soon as they or the Survivor of
 “ them shall be in possession thereof under this my Will, to charge
 “ my said *Kanturk* Estates and said Parts of said Lands of *Greenane*
 “ hereby devised with the Payment of such Sum or Sums of Money
 “ as they or the Survivor of them shall think fit, not exceeding in the
 “ whole the Sum of Ten thousand Pounds, for or towards the Portion
 “ or Portions of all, every, or any of the Daughter or Daughters and
 “ younger Son or younger Sons of my said Daughter and her said
 “ Husband, and to vest in and be payable to such Daughter or
 “ Daughters, younger Son or younger Sons, at such Time or Times,
 “ and to be divided between them (if more than One) in such
 “ Manner, Shares, and Proportions, as they or the Survivor of them
 “ shall think fit or direct, and also to charge my said last-mentioned
 “ [Private.] “ Estates

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“ Estates with the Payment of such yearly Sum or Sums of Money
 “ as they or the Survivor shall think fit for or towards the Maintenance or Education of such Daughter or Daughters, younger Son
 “ or younger Sons; until his or her or their Portion or respective
 “ Portions shall become vested and payable, so as the same do not
 “ exceed the Interest of such his, her, or their Portion or respective
 “ Portions, or presumptive or expectant Portion or Portions, after the
 “ Rate of Five Pounds *per Centum per Annum*, and to limit, raise,
 “ or demise such Term or Terms of Years of or in my said last-
 “ mentioned Estates for securing, raising, or paying such Portion or
 “ respective Portions and Maintenance as is or are usually limited or
 “ created for the like Purpose; and it is my Wish, and I hereby
 “ request, that my said Son, and every other Person or Persons who
 “ shall become entitled to the Possession of my said Estates respec-
 “ tively, or any of them, under or by virtue of any of the Limitations
 “ or Provisions of this my Will, shall live or reside, if he, she, or they
 “ can reasonably and conveniently do so, for Three Months at least
 “ in each Year in *Ireland*, upon or as near the said Estates or some
 “ Part thereof as conveniently may be, and shall pay proper Attention to the Improvement and Management of the Estates, and to
 “ the Tenantry and other Persons residing on them, and shall expend
 “ a reasonable Sum in improving my said Estates and in giving Employment to the People in each and every Year; and it is also my
 “ Wish and Request that my said Son and such other Person and
 “ Persons as aforesaid shall continue the Improvements in progress
 “ on said Estates at the Time of my Decease, and carry on those
 “ contemplated by me to the Completion thereof, and all other
 “ necessary Improvements: Provided also, and I further declare, that
 “ it shall be lawful for every Person and Persons who shall by virtue
 “ of this my Will, or of any of the Limitations herein contained, be
 “ Tenant or Tenants for Life in possession, or Tenant in Tail Male
 “ in possession, of any of the Hereditaments hereby limited and
 “ devised respectively, and who shall have attained his or her Age
 “ of Twenty-one Years, and for the said Trustees or the Survivor of
 “ them, or the Heirs of such Survivor, or other the Trustee or
 “ Trustees of this my Will, during the Minority of any such Tenant
 “ for Life or Tenant in Tail Male, to make Leases of such Part or
 “ Parts thereof as shall be required for Building Ground or intended
 “ for building on, and not exceeding One Half an Acre in each such
 “ Lease, for any Term not exceeding Sixty Years, to be computed
 “ from the making thereof, and also to lease and demise such Part or
 “ Parts thereof as shall be Farms or Farm Lands, and as shall be or
 “ shall fall out of Lease while he or she or they shall be so in possession of said Estates, for any Term of Years not exceeding Thirty-
 “ one Years, to be computed from the making thereof, so that such
 “ Leases respectively shall be in possession and not in reversion, and
 “ so

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“ so that in every such Lease there be reserved payable during the
 “ Continuance of it the best improved yearly Rent that can be got
 “ for the same, without taking any Fine or Gift or Gratuity for
 “ making or granting such Lease or Leases, and provided that such
 “ Lease or Leases shall contain the usual and proper Covenants,
 “ Restrictions, and Reservations as between Landlord and Tenant,
 “ and special Covenants to prevent subletting or Subdivisions of the
 “ said Estates or Lands or any Part thereof, and to prevent the
 “ building of Cabins or Cottages on the same or any Part thereof,
 “ and to enforce the constant Residence of the Tenant and Tenants,
 “ and his and their Family or Families, on the Lands, and the con-
 “ stant Occupation thereof, and the due and proper Cultivation and
 “ Management thereof by the Tenant: And whereas I some Time
 “ since purchased the Perpetual Advowson and Right of Presentation
 “ to the Living and Church of *Fretherne* in the County of *Gloucester*
 “ and Diocese of *Gloucester*, or the united Diocese of *Gloucester* and
 “ *Bristol*, from the Reverend *Richard Cooper Christie*, and presented
 “ thereto my Son-in-law the Reverend *William Lionel Darell* A.M.,
 “ now Sir *William Lionel Darell* Baronet, who is now the Rector
 “ and Incumbent of the said Parish and Church, and having pur-
 “ chased the said Living for the said *William Lionel Darell* and for
 “ his Family I desire to give, and I do hereby devise and bequeath,
 “ the said Perpetual Advowson and perpetual Right of Presentation
 “ to the said Living of *Fretherne* to the said Reverend Sir *William*
 “ *Lionel Darell*, and to his Heirs and Assigns, and to and for his and
 “ their own Use and Benefit, absolutely for ever: And whereas I am
 “ by the said Will of the said *Henry Frederick John James* Earl of
 “ *Egmont* entitled to the Right of Patronage or Presentation to the
 “ Advowson of and in the Rectory and Parish Church of *Enmore* in
 “ the County of *Somerset*; I give and devise and bequeath the same,
 “ and all Right, Title, and Interests therein and thereto, and the per-
 “ petual Right of Presentation to the said Living of *Enmore*, to my
 “ said Son-in-law the Reverend Sir *William Lionel Darell* and his
 “ Heirs and Assigns for ever; I do hereby give, devise, and bequeath
 “ to my Grandson *Edward Tierney Gillkrest Darell* (One of the Sons
 “ of my said Daughter *Harriett Mary Darell*), and to his Heirs and
 “ Assigns, my Two Houses, with their Appurtenances, at *Worthing*
 “ in the County of *Sussex*, of which I am seised in Fee, being
 “ Number 16 on the *Stein*, and Number 3 in *Warwick Street*, in said
 “ Town of *Worthing*, and to be applied towards his Maintenance
 “ and Education and Advancement in Life: And whereas I am
 “ possessed of considerable Personal Property in the Public Funds,
 “ in the Three *per Cent.* Consols transferable at the Bank of *England*,
 “ and in Shares in the General Reversionary and Investment Com-
 “ pany of *London*, and in Shares in the *Regent's Canal, London*, and
 “ *East India* Stock, and otherwise; now I do hereby give and be-
 “ queath

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“ queath all my Personal Property, of what Nature and Kind soever,
 “ (not disposed of by me in my Lifetime, or hereby specifically be-
 “ queathed,) to the said *Thomas McMahon* and *Henry Bowles*, their
 “ Executors and Administrators, as Trustees and upon the Trusts
 “ and for the Purposes of this my Will, and to be applied as herein
 “ mentioned, or as hereafter to be directed by me; I hereby authorize
 “ and direct my said Trustees or the Survivor of them, and the Trus-
 “ tees or Trustee acting or to act under this my Will, to apply my
 “ said Personal Property, or such Part or Portion thereof as shall not
 “ be otherwise specifically applied or disposed of by me, in Payment
 “ and in discharge or satisfaction of such of the Debts, Charges,
 “ and Incumbrances affecting or which shall affect my said Estates
 “ at the Time of my Decease as are herein-before mentioned, and
 “ as shall not be vested in myself or any other Person in trust for
 “ me (save and except any Annuity or Annuities or Charge or
 “ Charges which I shall or may at any Time charge on or make
 “ payable thereout), and also in Payment of my just Debts; and
 “ in case my said Personal Property shall not be sufficient to pay
 “ off and discharge all my just Debts, and all the Charges and
 “ Incumbrances that now affect or shall hereafter affect my said
 “ Estates as aforesaid, it is my Will and Intention and I do hereby
 “ direct such of my Debts and Liabilities, and such Charges or
 “ Incumbrances, or such Portions of the Charges and Incumbrances,
 “ that now affect or hereafter shall affect my said Estates and Pro-
 “ perty, as shall remain unpaid and unsatisfied by the Application of
 “ my Personal Property as aforesaid, shall be charged upon my said
 “ *Churchtown* Estates, in exoneration of my said *Kanturk* Estates,
 “ except otherwise directed by me by my Will or Codicil or Codicils
 “ or other Writing to be made or signed by me; and I also do
 “ hereby direct my said *Churchtown* and *Kanturk* Estates respec-
 “ tively shall stand and be charged with any Annuity or Annuities
 “ that I shall charge thereon or direct to be paid thereout; and
 “ inasmuch as it is my Wish and Intention that my Niece *Mary*
 “ *Tierney* shall have as and for Interest (during her Life) Seven
 “ hundred Pounds a Year for the said Sum of Fifteen thousand
 “ Pounds so as aforesaid due to her, and charged upon my said
 “ Estates, provided she shall think fit and wish that the same shall
 “ remain a Charge thereon during her Life, but that in case it
 “ should be her Wish that the same shall be paid off to her, that
 “ my said Estates or Property should not be longer subject to or
 “ that she should not be entitled to said Sum of Seven hundred
 “ Pounds as and for Interest therefor any longer than while the same
 “ remained unpaid and a Charge with her Consent and Approbation
 “ on my said Estate and Property, I hereby declare that in case my
 “ said Trustees or Trustee acting under this my Will shall think fit,
 “ contrary to her Wish, to pay off to the said *Mary Tierney* the said
 “ Sum

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“ Sum of Fifteen thousand Pounds, and that they or he cannot with
“ her Consent and Approbation invest the same in her Name and for
“ the Use in the Public or Government Funds or on any other good
“ and sufficient Security to produce as and for Interest or in lieu of
“ Interest Seven hundred Pounds a Year, that then and in such
“ Case my *Churchtown* Estates shall be charged during her Life,
“ and that she shall receive thereout yearly and every Year during
“ her Life a Sum equal to the Difference between the Interest or
“ Income to be produced by the said Sum of Fifteen thousand
“ Pounds on the Security on which the same shall be invested as
“ aforesaid and the said Sum of Seven hundred Pounds a Year,
“ provided the said *Mary Tierney* shall allow the said Sum of Fifteen
“ thousand Pounds to remain out on the said Security, but that when
“ and so soon as she shall think fit to raise or call in the said Sum
“ of Fifteen thousand Pounds that all Claim of the said *Mary*
“ *Tierney* on my Estate for the Difference between the yearly
“ Interest or Produce thereof and the said Sum of Seven hundred
“ Pounds a Year shall altogether cease and determine and be at an
“ end; and my Will and Intention is and I hereby direct that the
“ Interest or yearly Produce of my Personal Estates and Property
“ not otherwise disposed of in my Lifetime or by this my Will shall
“ be applied in Payment and Discharge of my just Debts, and in
“ Payment or Discharge of the yearly Interest of the said several
“ Charges affecting my said Estates until same shall be paid off and
“ discharged, or such of them as shall remain unpaid or unsatisfied,
“ and the yearly Interest of all or any and every Bequest to be
“ made by me by my Will, or by any Codicil or Codicils thereto,
“ which shall remain unpaid or unsatisfied, I leave and bequeath to
“ such Person as shall have a vested Estate for Life or otherwise in
“ possession in my said *Kanturk* Estates at my Death all such Rents
“ and Arrears of Rents as shall be due and owing to me at the Time
“ of my Decease out of my said *Kanturk* Estate and said Lands of
“ *Greenane*; and it is my Will and Intention that any pecuniary
“ Bequests made or hereafter to be made by me shall be paid free
“ and discharged of Legacy Duty, which I direct shall be paid out
“ of the Residue of my Estate and Property, and that the Legacy
“ and Succession Duties (if any shall be chargeable thereon) payable
“ out of or on account of any Annuity or Annuities granted or to
“ be granted by me shall be payable and paid out of the Rents and
“ Profits of the Estate or Estates upon which the same shall be
“ charged, and that such Annuity or Annuities shall be paid free
“ and discharged of and from Legacy or Succession Duty; and it
“ is my Will and Intention that the several Bequests made or here-
“ after to be made by me by this my Will or by any Codicil or
“ Writing shall be payable with Interest from my Decease at the
“ Rate of Four Pounds for every One hundred Pounds *per Annum*;
“ and I hereby declare that if my said Trustees hereby named or
“ either

[*Private.*]

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“ either of them, or any future Trustee or Trustees to be appointed
 “ by virtue of this my Will, shall refuse to act, or if they or any of
 “ them shall become incapable or unwilling to act, in the Trust
 “ hereby declared, or should die or go to or reside out of the United
 “ Kingdom, then and in any such Case it shall be lawful for the
 “ continuing or other Trustee (being competent), with the Appro-
 “ bation of the Person entitled as Tenant for Life of my said Estates
 “ for the Time being, to appoint a new Trustee to act in the Place
 “ of the Trustee so refusing to act or who may be incapable or
 “ unwilling to act, or who shall die or go to reside out of the United
 “ Kingdom, and that such new Trustee shall have the same or equal
 “ Power and Authority to act with regard to my Estates and Pro-
 “ perty as the Trustees named by my Will, and in case all my said
 “ Trustees shall become incapable of acting that my Executors or
 “ the Survivors of them, or the Executors or Administrators of
 “ such Survivor, with the Approbation of the Tenant for Life as
 “ aforesaid, shall have Power to appoint new Trustees to act as
 “ aforesaid; and it is my Will and Intention, and I hereby declare,
 “ that my said Trustees, or the Survivor of them, or any new Trustee
 “ or Trustees to be named or appointed to carry the Trusts of my
 “ Will into execution, or either of them, or their Heirs, Executors,
 “ or Administrators, shall not be accountable for or made subject to
 “ any further or other Sum of Money than they shall receive, or
 “ which they or either of them might without wilful Default or
 “ Neglect receive or have received, out of my Estates and Property,
 “ and that they or either of them shall not be answerable or account-
 “ able for any Losses, Defaults, or Neglects unless the same shall be
 “ caused by their or either of their wilful Default or Neglect, and
 “ that either of them shall not be answerable or accountable for the
 “ Defaults or Neglects or Losses occasioned by Defaults or Neglects
 “ or Misconduct or Mismanagement by the other of them, but that
 “ each of them shall be only accountable for his own Defaults or
 “ Neglects, or Mismanagement or Losses occasioned by such Defaults
 “ or Neglects; and inasmuch as my said Son *Matthew Edward*
 “ *Tierney* has got his Uncle’s Plate, and as I presume that my
 “ Grandson *Lionel Edward Darell* will, if he survives his Father and
 “ Mother, have his Father’s Plate, I will and bequeath to my Grand-
 “ son *Edward Tierney Gillkrest Darell* all my Plate and plated
 “ Articles, and to his Executors and Administrators, except the Piece
 “ of Plate presented to me by the Tenantry of my said Estates,
 “ which I wish to be considered as an Heirloom in my Family, and
 “ to be held and possessed by the Person entitled and in possession
 “ of my said *Kanturk* Estates; and as to the Rest, Residue, and
 “ Remainder of my Real, Freehold, and Personal Estate, Effects, and
 “ Property, of what Nature and Kind soever, not hereby bequeathed
 “ or disposed of, or which shall not be given or disposed of by me
 “ to any Person or Persons in my Lifetime, (subject to the several
 “ Bequests

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“ Bequests and to the several Matters and Things herein-before
 “ mentioned, and subject to any future Bequests or Directions in
 “ any Codicil to my Will or in any Deed or Writing to be by me
 “ executed, and subject to any Desire or Request to be expressed by
 “ me in Writing or Gift made or to be made by me, and subject to
 “ my just Debts,) I give, devise, and bequeath the same to my said
 “ Daughter *Harriett Mary Darell*, her Heirs, Executors, Adminis-
 “ trators, and Assigns, and I hereby appoint my said Daughter my
 “ Residuary Devisee and Legatee. I hereby revoke and make null
 “ and void all Will and Wills heretofore made by me, and declare this
 “ to be my last Will and Testament; and I hereby nominate and
 “ appoint my said Daughter *Harriett Mary Darell* Executrix and my
 “ Son-in-Law the Reverend Sir *William Lionel Darell* Executor of this
 “ my Will; and I do hereby nominate and appoint my said Daughter
 “ *Harriett Mary Darell* and the said Reverend Sir *William Lionel*
 “ *Darell* Guardians of their Children herein-before named.

“ In witness whereof I the said Sir *Edward Tierney* have hereunto
 “ put my Name to each Sheet or Page of this my Will, which contains
 “ Thirty-one Sheets or Pages, this Twenty-eighth Day of *April* One
 “ thousand eight hundred and fifty-five.

“ *Edward Tierney.*”

“ Signed, published, and declared by the said
 “ Sir *Edward Tierney* as and for his
 “ last Will and Testament in Presence
 “ of us, who, in his Presence and at his
 “ Request, and in the Presence of each
 “ other, have hereunto subscribed our
 “ Names as Witnesses.

“ *Frederick Archer Barlow*, 5, *Bur-*
 “ *lington Road, Dublin*, Soli-
 “ citor.

“ *Charles J. MacDonogh*, 19, *Great*
 “ *Longford Street, Dublin*,
 “ Gentleman.”

And whereas the said Sir *Edward Tierney* made a Codicil to said Will, bearing Date the First Day of *May* One thousand eight hundred and fifty-six, which is in the Words and Figures or to the Effect following; (that is to say,) First Codicil dated 1st May 1856.

“ This is a Codicil to the last Will and Testament of me, Sir
 “ *Edward Tierney* Baronet, of *Lower Fitzwilliam Street* in the City
 “ of *Dublin*. I give to my Niece Mrs. *Mary Ingram* of *William*
 “ *Street* in the City of *Limerick*, Widow, for her Life, the annual
 “ Sum of One hundred Pounds, and to my dear Friend Miss *Eliza*
 “ *Davis* of *Warrington Place* in the City of *Dublin*, for her Life,
 “ the annual Sum of Fifty Pounds, said Annuities to be payable
 “ quarterly on every Twenty-fifth Day of *March*, Twenty-fifth Day
 “ of *June*, Twenty-fifth Day of *September*, and the Twenty-fifth
 “ Day

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“ Day of *December*, in each and every Year during the respective
 “ Lives of the said *Mary Ingram* and *Eliza Davis*, said annual
 “ Sums to be payable out of my *Churchtown* Estate, which I hereby
 “ charge with the Payment thereof; and I direct that the said
 “ Annuities be paid without any Deduction for or on account of
 “ Legacy Duty, and that the First Payments thereof to be made to
 “ the said *Mary Ingram* and *Eliza Davis* respectively on whichever
 “ of said Days appointed for the Payment shall first succeed my
 “ Decease. I give and bequeath to my Nephew *Edward McMahon*
 “ Esquire the Sum of Five hundred Pounds, and to my Nephew
 “ *Thomas McMahon* of the City of *Dublin*, Solicitor, the Sum of
 “ Two thousand Pounds; and I give to the Two Daughters of my
 “ Niece Mrs. *Mary Ingram*, namely, Mrs. *Frances O'Donnell* and
 “ Miss *Mary Anne Ingram*, the Sum of Five hundred Pounds each,
 “ and to her Son *Matthew Ingram* the Sum of Two hundred Pounds;
 “ I give to the Children of my late Niece, the late Mrs. *Sarah*
 “ *Barry*, namely, *Henry Harte Barry*, *Alfred David Barry*, and
 “ *Harriett Barry*, the Sum of Five hundred Pounds each; said
 “ several Legacies to be payable within One Year after my Decease;
 “ and if any said Persons to whom same are respectively payable
 “ shall not then have attained the Age of Twenty-one Years, his or
 “ her Legacy to become payable, with Interest at Five *per Centum*
 “ *per Annum*, upon his or her attaining the Age of Twenty-one
 “ Years, said Legacies to the said Children of the said *Sarah Barry*
 “ to be in addition to the Money to which they are entitled under
 “ her Marriage Settlement, and which I hold as surviving Trustee of
 “ said Settlement. I give and bequeath to my Friend Dr. *Alexander*
 “ *Carte*, as a small Token of my Regard for him, the Sum of Two
 “ hundred Pounds. And I direct that the several Legacies hereby be-
 “ queathed shall be paid out of my Personal Property before Payment
 “ thereout of any of the several Charges mentioned in my said Will.
 “ In witness whereof I have hereunto, and to a Duplicate hereof,
 “ set my Hand this First Day of *May* in the Year of our Lord One
 “ thousand eight hundred and fifty-six.

“ *Edward Tierney.*”

“ Signed by the said Sir *Edward Tierney*
 “ Baronet as and for a Codicil to his
 “ last Will and Testament in the Pre-
 “ sence of us, who, at his Request, in his
 “ Presence, and in the Presence of each
 “ other, have subscribed our Names as Wit-
 “ nesses, the Word ‘annual’ on the Fourth
 “ Line being written on an Erasure.

“ *Arthur B. Todd, 37, Lower Baggot*
 “ *Street, Dublin, Solicitor.*

“ *Henry Shine, 7, Denzille Street,*
 “ *Dublin.*”

And

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And whereas the said Sir *Edward Tierney* made a Second Codicil to his said Will, bearing Date the Tenth Day of *May* One thousand eight hundred and fifty-six, which is in the Words and Figures or to the Effect following; (that is to say,) Second
Codicil
dated 10th
May 1856.

“ This is a Codicil to the last Will and Testament of me Sir
“ *Edward Tierney* Baronet, of the City of *Dublin*. I hereby give
“ and bequeath to my dear Friend Miss *Eliza Davis* a further annual
“ Sum of Fifty Pounds for the Term of her natural Life, to be paid
“ quarterly on the Days in a Codicil to my said Will mentioned,
“ and I hereby charge my *Churchtown* Estate with the Payment
“ thereof; and I hereby ratify and confirm my said Will, and Codicil
“ thereto, heretofore made by me.

“ In witness whereof I have hereunto signed my Name this Tenth
“ Day of *May* One thousand eight hundred and fifty-six.

“ *Edward Tierney.*”

“ Signed, published, and declared by the
“ said Sir *Edward Tierney* Baronet as
“ and for a Codicil to his last Will and
“ Testament in the Presence of us, who,
“ at his Request, in his Presence, and in
“ the Presence of each other, have here-
“ unto subscribed our Names as Wit-
“ nesses.

“ *William Calvert* Minor Canon of
“ *St. Paul's.*

“ *James Toomey* Servant to Sir
“ *Edward Tierney.*”

And whereas the said Sir *Edward Tierney* made a Third Codicil to his said Will, bearing Date the Eleventh Day of *May* One thousand eight hundred and fifty-six, which is in the Words and Figures or to the Effect following; (that is to say,) Third
Codicil
dated 11th
May 1856.

“ This is a further Codicil to my last Will and Testament bearing
“ Date the Twenty-eighth Day of *April* One thousand eight hundred
“ and fifty-five. Whereas by my said Will I did devise to the
“ Trustees therein named my *Churchtown* Estates therein described,
“ and also the Right of Patronage or Presentation to the Living of
“ *Churchtown* therein described, and the Glebes and Tithes there-
“ unto belonging, and all other my Towns, Lands, and Premises
“ situate in the Baronies of *Orrery* and *Kilmore* and *Fermoy* in the
“ County of *Cork*, to the Use of my Son *Matthew Edward Tierney*
“ for his Life: Now I hereby revoke the said Devise so made to or to
“ the Use of my said Son, and in lieu and stead thereof I do hereby
“ declare my Will to be, that my said Trustees therein named shall
“ from and after my Decease stand seised of my said *Churchtown*
“ Estates therein mentioned to the Use of the Reverend Sir *William*
“ *Lionel Darell* of *Fretherne* in the County of *Gloucester*, Baronet,

[*Private.*]

a a

“ and

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“ and the Reverend *Henry Matthew John Bowles* of the same Place,
 “ and their Heirs for and during the Lifetime of my said Son
 “ *Matthew Edward Tierney*, upon the Trusts following; that is to
 “ say, upon trust that they the said Reverend Sir *William Lionel*
 “ *Darell* and *Henry Matthew John Bowles* and the Survivor of
 “ them, and the Heirs, of such Survivor, do and shall, during the
 “ natural Life of my said Son *Matthew Edward Tierney*, receive
 “ and take the annual Rents, Issues, and Profits which shall become
 “ due and arise from and out of my said *Churchtown* Estates, and
 “ the several Towns, Townlands, and Denominations of Land and
 “ Farms comprising and forming the same, and do and shall stand
 “ possessed of and apply the same from Time to Time upon the
 “ Trusts following; that is to say, upon trust, in the first place, by
 “ and out of the Rents and Profits to pay and discharge all Quit
 “ and Crown Rents, Tithe Rentcharges, and other Taxes and Out-
 “ goings to which the said Towns, Lands, and Hereditaments shall
 “ or may be subject, and also all Agents or Receivers Fees, and all
 “ Costs, Charges, and Expenses which shall be payable or incurred
 “ in the Execution of this Trust or incident thereto; and, in the
 “ next place, by and out of the said Rents, Issues, and Profits, to
 “ pay to my said Son *Matthew Edward Tierney* for and during his
 “ natural Life the clear annual Sum of Four thousand Pounds by
 “ equal half-yearly Payments, the first half-yearly Payment to be
 “ made at the End of Six Calendar Months after my Decease, and
 “ from and after Payment thereof, and subject thereto, upon trust by
 “ and out of the said Rents, Issues, and Profits to pay and discharge
 “ the annual Interest on all Charges and Incumbrances which shall
 “ or may affect my said *Churchtown* Estates, and all Annuities
 “ which shall be chargeable on and payable out of the same,
 “ whether by virtue of my Will or otherwise howsoever; and after
 “ Payment thereof, and subject thereto, upon trust to lay out and
 “ expend such yearly Sum or Sums of Money as they or he shall
 “ (in the Discretion of such Trustees or Trustee) deem expedient
 “ and proper, either in the Completion of any Improvements on
 “ my said *Churchtown* Estate which may have been commenced
 “ by me and be in progress at the Time of my Decease, or on
 “ such other Works or Buildings for the Improvement or Ameliora-
 “ tion of my said Estates, as they or he, the said Trustees or
 “ Trustee for the Time being acting in the Execution of this
 “ Trust, shall in their and his Discretion think proper or expe-
 “ dient; provided, however, that the Sum so to be expended shall
 “ not in any One Year exceed the Sum of One thousand Pounds,
 “ and after Payment thereof, and subject thereto, upon trust that
 “ they the said Trustees or Trustee acting in the Execution of this
 “ Trust do and shall from Time to Time during the Life of my
 “ said Son lay out and invest so much of the said annual Rents,
 “ Issues,

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“ Issues, and Profits of my said Estates as shall not be wanted or
 “ required for any of the Purposes herein-before declared of and
 “ concerning the same in their or his Names or Name in any of the
 “ Parliamentary Stocks or Public Funds of *Great Britain or Ireland*,
 “ or at Interest upon Government or Real Securities in *England or*
 “ *Ireland*, and do and shall receive the Interests, Dividends, and
 “ annual Produce of the said last-mentioned Stocks, Funds, and
 “ Securities, and lay out and invest the same in and upon the like
 “ Stocks, Funds, and Securities (with Power to alter the said Stocks,
 “ Funds, and Securities from Time to Time as Occasion may require),
 “ and do and shall from Time to Time repeat such Investments, so
 “ that all the said surplus Rents and Profits over and above what
 “ shall be wanted and required for any of the Purposes aforesaid
 “ may, during the Lifetime of my said Son, accumulate in the way
 “ of Compound Interest: And I hereby declare that my said last-
 “ named Trustees and Trustee, or other the Trustees or Trustee for
 “ the Time being acting in the Execution of the Trust, shall stand
 “ possessed of said accumulated Fund upon the Trusts and to and
 “ for the Intents and Purposes herein-after declared of and concerning
 “ the same: Provided always, and I hereby declare that it shall be
 “ lawful for my said Trustees or Trustee for the Time being acting
 “ in the Execution of this Trust, if they or he shall think it proper
 “ or expedient so to do, to permit my said Son to reside in and occupy
 “ the said Mansion House, Gardens, Lands, and Premises as Resi-
 “ dence for himself and his Family during such Time as he shall be
 “ willing or desirous so to do, without paying any Rent or other
 “ Compensation for the same, my said Son nevertheless during his said
 “ Residence as aforesaid keeping the said Premises in good Order,
 “ Repair, and Condition, and paying all Taxes and other Outgoings
 “ in respect thereof: Provided also, and I further authorize and
 “ empower the Trustees or Trustee for the Time being acting in the
 “ Execution of this Trust in their or his absolute Discretion to appoint,
 “ retain, and employ such Agents, Bailiffs, Clerks, or other Persons
 “ to aid and assist them or him in the Care or Management of my
 “ said *Churchtown* Estates, and in receiving and paying the Rents,
 “ Income, and Produce thereof, or any Part thereof, or otherwise in
 “ the Performance and Execution of the Trusts hereby declared
 “ concerning my said *Churchtown* Estates, as to the said Trustees or
 “ Trustee for the Time being shall seem best, and also to pay and allow
 “ to all such Agents, Bailiffs, Clerks, and other Persons so appointed
 “ from Time to Time such Salary or Salaries, Allowances, or other
 “ Compensation as the said Trustees or Trustee for the Time being shall
 “ in their or his Discretion think fit. And as to the accumulated Fund
 “ so to be produced as aforesaid by the surplus Rents and Profits of
 “ my said *Churchtown* Estates, I hereby declare that my said Trustees
 “ or Trustee for the Time being acting in the Execution of this
 “ Trust,

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“ Trust, their or his Executors, Administrators, or Assigns, shall stand
 “ possessed thereof upon trust, either at the End of such Period of
 “ Accumulation, or sooner, if they or he shall think proper, to call
 “ in and convert into Money the said accumulated Fund, and to
 “ lay out and invest the same in the Purchase of Freehold Lands or
 “ other Hereditaments held for an Estate of Inheritance in Fee Simple
 “ situate or lying near or convenient to my said *Churchtown* Estates,
 “ or in the Purchase of any other Freehold Lands or Hereditaments
 “ situate in *England, Wales, or Ireland*, and that the said Lands
 “ so to be purchased shall be conveyed and assured to the Uses and
 “ for the Intents and Purposes in and by my said Will and hereby
 “ limited and declared of and concerning the said *Churchtown*
 “ Estates from the Rents of which such Accumulations shall proceed,
 “ but if any such Investments should be made during the Period of
 “ Accumulation the Rents and Profits of the Estates so to be purchased
 “ shall to the End of the said Period of Accumulation be accumulated
 “ in the Manner and for the Purposes herein-before mentioned: Pro-
 “ vided always, and I declare, that if after my Decease there shall
 “ be any Charges or Incumbrances other than Annuities created by
 “ me affecting my said *Churchtown* Estate, and which Charges or
 “ Incumbrances my Personal Estate for that Purpose bequeathed shall
 “ be insufficient to pay off, it shall be lawful for the said Trustees
 “ or Trustee acting in the Execution of this Trust, and they and he
 “ are hereby directed, to apply the whole or any Part of the Fund or
 “ Funds to be accumulated as aforesaid in or towards Payment and
 “ Satisfaction of such Charges or Incumbrances; and I further declare
 “ that until the said accumulated Fund shall be disposed of in the
 “ Manner herein-before mentioned, the Dividends and annual Pro-
 “ duce arising from the same, and from the Stocks, Funds, and
 “ Securities upon which the same shall be invested, shall from and
 “ after the End of such Period of Accumulation go and be applied
 “ in such and the same Manner in all respects as the Rents and
 “ Profits of the Hereditaments to be purchased with the said
 “ accumulated Funds would have gone and been applicable if the
 “ same had been actually purchased pursuant to the Trusts afore-
 “ said; and I further declare that in case the said Living, Church,
 “ or Parish of *Churchtown*, called *Bruheneey* otherwise *Balintemple*,
 “ shall become vacant at any Time during the Lifetime of my said
 “ Son, it shall be lawful for my said Trustees acting in the Execu-
 “ tion of this Trust, or the Survivor of them, or the Heirs of such
 “ Survivor, or other the Trustees or Trustee for the Time being
 “ acting in the Execution of the Trusts herein-before declared
 “ respecting my said *Churchtown* Estates during the Lifetime of
 “ my said Son, to present to the said Living or Church such fit
 “ Person as they or he shall in their or his Discretion think proper,
 “ in order that such Person may be instituted and inducted the
 “ Rector,

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“ Rector, Parson, or Incumbent of the said Parish ; and from and
 “ immediately after the Decease of my said Son *Matthew Edward*
 “ *Tierney* I hereby declare that *Thomas McMahon* of *Warrington*
 “ *Place* in the City of *Dublin*, Esquire, and *Henry Harte Barry* of
 “ *Holles Street* in the said City, Solicitor, and the Survivor of them,
 “ and the Heirs of such Survivor, shall stand and be seised of my
 “ said *Churchtown* Estates, and of the several Towns, Townlands,
 “ Denominations of Land, and Farms comprising and forming the
 “ same, to the Use and Intent that *Mary Tierney*, now the Wife of
 “ my said Son *Matthew Edward Tierney*, and her Assigns, may
 “ during her Life receive a yearly Rentcharge of Five hundred
 “ Pounds, to be charged upon and payable out of my said *Church-*
 “ *town* Estates by equal half-yearly Payments, without any De-
 “ ductions, the first half-yearly Payment thereof to be made at
 “ the End of Six Calendar Months after the Death of my said Son
 “ if the said *Mary Tierney* shall be then living, and to this further
 “ Use, Intent, and Purpose that if any Part of the said Rentcharge
 “ shall at any Time be unpaid for Twenty-one Days after any of the
 “ Times herein-before appointed for the Payment thereof, then and
 “ so often it shall be lawful for the said *Mary Tierney* and her
 “ Assigns to enter into and distrain upon the said Premises hereby
 “ charged therewith, or any Part thereof, and to dispose according
 “ to Law of the Distress and Distresses then and there found, to the
 “ Intent that thereby or otherwise the said Rentcharge, and every
 “ Part thereof so unpaid, and all Costs and Expenses occasioned by
 “ the Nonpayment thereof, may be paid and satisfied, and to the
 “ further Use, Intent, and Purpose that if any Part of the said
 “ Rentcharge shall at any Time be unpaid for Forty Days after
 “ any of the Times herein-before appointed for Payment thereof,
 “ then and so often it shall be lawful for the said *Mary Tierney* and
 “ her Assigns to enter into and upon and to hold the said Premises
 “ herein-before charged therewith, or any Part thereof, and to take
 “ the Rents and Profits thereof until she and they shall be thereby
 “ otherwise paid and satisfied the said Rentcharge and all Arrears
 “ and accruing Gales thereof, together with the Costs occasioned by
 “ the Nonpayment thereof, and such Possession to be without Im-
 “ peachment of Waste ; and, subject and charged as herein-before
 “ is mentioned, to the Use of *William Carlisle Henderson* of the
 “ City of *Dublin*, Barrister-at-Law, and of my Nephew *Edward*
 “ *McMahon* Esquire, their Executors and Administrators, for the
 “ Term of One hundred Years, to commence from the Death of
 “ my said Son *Matthew Edward Tierney*, upon the Trusts and with
 “ and subject to the Powers, Provisoos, and Declarations herein-after
 “ declared and expressed concerning the same ; and from and after
 “ the Expiration or Determination of the said Term of One hundred
 “ Years, and in the meantime subject thereto and to the Trusts
 “ thereof
 [Private.] b b

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“ thereof as to my *Churchtown* Estates, and also as to the Right of
 “ Patronage and Presentation to the Living aforesaid, I declare that
 “ same shall stand and be limited to such Uses and upon such Trusts
 “ as are in and by my said Will declared of and concerning the same
 “ from and after the Death of my said Son: I do hereby also
 “ revoke the Power in and by my said Will given to my said Son to
 “ charge my said *Churchtown* Estates with any Sum or Sums of
 “ Money not exceeding Ten thousand Pounds for or towards the
 “ Portion or Portions of his Daughter or Daughter’s younger Son
 “ or younger Sons: I do hereby declare that the Trustees acting
 “ in the Execution of the Trusts herein-before declared respecting
 “ my *Churchtown* Estates shall, during the Lifetime of my said Son,
 “ have such and the like Powers of making Leases of some or any
 “ Part thereof as my said Son would have been entitled to exercise
 “ under my said Will: I do hereby direct that all Legacies and
 “ pecuniary Bequests made payable by me under my said Will or
 “ any Codicils thereto shall be paid and discharged out of my Per-
 “ sonal Estates in priority to any of the Charges affecting my Real
 “ Estates, and which I have directed by my said Will to be paid
 “ out of my said Personal Estate; and I hereby confirm my said
 “ Will, and my Codicils thereto by me made, save so far as same
 “ may be altered or revoked hereby. And as to, for, and concerning
 “ the said Term of One hundred Years herein-before limited, I
 “ hereby declare that the said Term is hereby limited to the said
 “ *William Carlisle Henderson* and *Edward McMahon* upon the
 “ Trusts following; that is to say, upon trust if there shall be
 “ any Child or Children of my said Son by his present or any
 “ future Marriage other than the First or only Son, or any other
 “ Son or Sons who before his or their respectively attaining the Age
 “ of Twenty-one Years shall become entitled under and by virtue of
 “ my Will to the said *Churchtown* Estates for the First Estate in
 “ Tail Male, then the said *William Carlisle Henderson* and *Edward*
 “ *McMahon*, or the Survivor of them, or the Executors or Admi-
 “ nistrators of such Survivor, shall, by Mortgage or Demise of the
 “ said Estates or any of them for all or any Part of the same Term,
 “ or by or out of the Rents and Profits of the same Estates or of any
 “ Part thereof, or by all or any of the Ways and Means aforesaid;
 “ or by any other reasonable Ways or Means, raise for the Portion
 “ or Portions of such Child or Children as aforesaid a Sum of
 “ Ten thousand Pounds, same to be divided between the Children
 “ entitled thereto, if more than One, in equal Shares, and to be paid
 “ to them respectively, being a Son or Sons, at his or their Age or
 “ respective Ages of Twenty-one Years, and, being a Daughter or
 “ Daughters, at her or their Age or respective Ages of Twenty-one
 “ Years, or Day or respective Days of Marriage, which shall first
 “ happen; and upon further trust that they the said *William*
 “ *Carlisle*

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“ *Carlisle Henderson* and *Edward McMahan* and the Survivor of
 “ them, and the Executors and Administrators of such Survivor,
 “ shall, by and out of the Rents and Profits of said Premises com-
 “ prised in said Term of One hundred Years, or any Part thereof,
 “ raise for the Maintenance and Education of every or any Child
 “ for the Time being entitled in expectancy to a Portion under the
 “ Trusts herein-before declared such yearly Sum or Sums of Money,
 “ not exceeding what the Interest of the then expectant Portion of
 “ such Child would amount to after the Rate of Four Pounds *per*
 “ *Centum per Annum*, as the said *William Carlisle Henderson* and
 “ *Edward McMahan*, or the Survivor of them, or the Executors or
 “ Administrators of such Survivor, shall think proper, said yearly
 “ Sum to be applied for the Purposes aforesaid in such Manner and
 “ at such Time as the said Trustees or Trustee shall seem meet:
 “ Provided always, that it shall be lawful for the said *William Car-*
 “ *lisle Henderson* and *Edward McMahan*, and the Survivor of them,
 “ and the Executors and Administrators of such Survivor, to raise
 “ any Sum or Sums of Money not exceeding in the whole One Half
 “ Part of the then expectant or presumptive Portion under the
 “ Trusts aforesaid of any Son for the Time being entitled in Ex-
 “ pectancy to a Portion under the Trusts aforesaid, and to pay and
 “ apply the Money so raised for the Advancement, Preferment, or
 “ Benefit of such Son as the said *William Carlisle Henderson* and
 “ *Edward McMahan*, or the Survivor of them, or the Executor or
 “ Administrator of such Survivor, shall think fit: Provided also, and
 “ I hereby declare, that the said Trustees or Trustee acting in the
 “ Execution of this Trust shall not mortgage, sell, or otherwise
 “ dispose of any of the said Premises comprised in the said Term
 “ of One hundred Years till One of the said Portions or some Part
 “ thereof shall have become payable under the Trust herein-before
 “ declared, and, subject and without Prejudice to the same Trusts,
 “ shall permit the Rents and Profits of the said Premises, or so much
 “ of the same as shall from Time to Time remain after satisfying
 “ the Trusts aforesaid, to be received by the Person or Persons
 “ for the Time being entitled to the same Lands and Premises in
 “ Reversion expectant on the said Term.

“ In witness whereof I the said Sir *Edward Tierney* have here-
 “ unto put my Hand this Eleventh Day of *May* One thousand eight
 “ hundred and fifty-six.

“ *Edward Tierney.*”

“ Signed, published, and declared by the
 “ said Sir *Edward Tierney* as and for a
 “ further Codicil to his last Will and
 “ Testament in the Presence of us, who,
 “ in his Presence, at his Request, and in
 “ the Presence of each other, have here-

“ unto

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“ unto subscribed our Names as Wit-
 “ nesses, the Words ‘ *Eight April*’ and
 “ ‘ *Five*’ being first written on an Era-
 “ sure on the Second Line of the First
 “ Page of this Codicil, and Part of the
 “ last Line on the Third Page and the
 “ First Line and Part of the Second
 “ Line on the Fourth Page of this Co-
 “ dicil being first erased, and the Word
 “ ‘ *Four*’ being first written on an Era-
 “ sion on the Thirty-first Line of the
 “ First Page of this Codicil.

“ *William Calvert*, Clerk, Minor
 “ Canon of *Saint Paul’s*.

“ *Arthur B. Todd*, 37, *Lower Bag-*
 “ *got Street, Dublin*, Solicitor.”

And whereas the said Sir *Edward Tierney* Baronet died on or about the Eleventh Day of *May* One thousand eight hundred and fifty-six, leaving the said *Matthew Edward Tierney* his only Son and Heir-at-Law (who thereupon became Sir *Matthew Edward Tierney* Baronet), and the said Sir *William Lionel Darell*, *Harriett Mary Darell*, and *Lionel Edward Darell*, and *Edward Tierney Gillkrest Darell*, him surviving, and Probate of said Will and Codicils were granted to the said Sir *William Lionel Darell* in *Dublin* on the Twenty-seventh of *May* One thousand eight hundred and fifty-six, and in *London* on the Twenty-first of *July* One thousand eight hundred and fifty-six: And whereas the said *Henry Matthew John Bowles*, described in the recited Will of Sir *Edward Tierney Henry Bowles*, declined to act in the Trusts of said Will, and by a Deed Poll dated the First *April* One thousand eight hundred and sixty-one duly renounced and disclaimed all Estates, Rights, and Authorities thereunder: And whereas upon the Death of Sir *Edward Tierney* the said Sir *William Lionel Darell* and *Harriett Mary Darell* entered into possession and receipt of the Rents of the Estates so devised to them by the said Will and Codicils of the said Sir *Edward Tierney*, being the Hereditaments specified in the First and Second Schedules to this Act annexed, and the said Sir *William Lionel Darell* possessed himself of the Personal Estate of the said Sir *Edward Tierney*, and thereout paid the several Charges affecting the said Estates as enumerated in the Will of Sir *Edward Tierney*, being such as were not vested in Trustees for Sir *Edward Tierney*, with the Exception of Fifteen thousand Pounds due to his Niece the said *Mary Tierney*: And whereas the said Sir *Matthew Edward Tierney* died on the Twenty-eighth of *December* One thousand eight hundred and sixty, without having had any Issue: And whereas the said Sir *Matthew Edward Tierney* made a Will dated the Twenty-first *March* One thousand eight hundred

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hundred and fifty-seven, and he thereby gave, devised, and bequeathed all his Estate and Effects, Real and Personal, to his Wife, Dame *Mary Tierney*, her Executors, Administrators, and Assigns, for her and their own absolute Use and Benefit; he directed that in the event of her dying during his Lifetime the same should go to her Sister *Ann Louisa Farrer*, her Heirs, Executors, Administrators, or Assigns, for her and their own absolute Use and Benefit; and he appointed his said Wife his sole Executrix, and in the event of her dying in his Lifetime then he appointed the said *Ann Louisa Farrer* to be his sole Executrix: And whereas the said Dame *Mary Tierney* survived the said Sir *Matthew Edward Tierney* her Husband, and Probate of said Will was on the Twenty-eighth of *January* One thousand eight hundred and sixty-one granted to her forth of the Court of Probate (Principal Registry) in *England*: And whereas there is Issue of the Marriage of the said Sir *William Lionel Darell* and *Harriett Mary Darell*, besides the said *Lionel Edward Darell* and *Edward Tierney Gillcrest Darell*, One other Child, and no more, *videlicet*, *Flora Mary Darell*: And whereas all said Children of said Sir *William Lionel Darell* and *Harriett Mary Darell* are Infants under the Age of Twenty-one Years and unmarried: And whereas the said Dame *Harriett Mary Darell* is now the right Heir of the said Sir *Edward Tierney* deceased: And whereas at the Time of the Death of the said *Henry Frederick John James* Fifth Earl of *Egmont* his Coheireses-at-Law were *Mary Perceval*, *Margaret Cecil Perceval*, and *Isabella Perceval*: And whereas the said *Mary Perceval* died on the Fourth of *January* One thousand eight hundred and forty-seven, intestate, and without ever having been married, leaving her Two said Sisters *Margaret Cecil Perceval* and *Isabella Perceval* her Coheireses-at-Law, and who became at her Death the Coheireses-at-Law of the said *Henry Frederick John James* Fifth Earl of *Egmont*: And whereas shortly after the Death of said *Mary Perceval* Letters of Administration of her Estate and Effects were granted to her Sister the said *Margaret Cecil Perceval* out of the proper Ecclesiastical Court: And whereas the said *Margaret Cecil Perceval* died on the Twenty-third of *January* One thousand eight hundred and fifty, unmarried, and intestate as to Real Estate, but having by her Will dated the Fifth of *May* One thousand eight hundred and forty-seven appointed her Sister the said *Isabella Perceval* sole Executrix, and the said *Margaret Cecil Perceval* left her Sister the said *Isabella Perceval* her Heireses-at-Law, who also became on her Death sole Heireses-at-Law of the said *Henry Frederick John James* Fifth Earl of *Egmont*, and on the Thirteenth of *March* One thousand eight hundred and fifty said *Isabella Perceval* proved the Will of the said *Margaret Cecil Perceval* in the proper Ecclesiastical Court: And whereas Letters of Administration *de bonis non* of the Estate and Effects of the said *Mary Perceval* were granted to the Right Honour-

Will of Margaret C. Perceval dated 5th May 1847.

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Egmont Estates Act, 1864.

able *Spencer Horatio Walpole* and *Charles Spencer Perceval* out of the proper Ecclesiastical Court: And whereas the said *Isabella Perceval* died on the Twenty-eighth of *February* One thousand eight hundred and sixty, unmarried, and intestate as to Real Estate, having made a Will bearing Date the Twenty-seventh Day of *November* One thousand eight hundred and fifty-six, and Three Codicils, whereof she appointed the said Right Honourable *Spencer Horatio Walpole* and *Charles Spencer Perceval* Esquire Executors, both of whom on the Tenth of *April* One thousand eight hundred and sixty duly proved the said Will and Codicils in the proper Ecclesiastical Court, and thereby became the legal Personal Representatives of the said *Isabella Perceval* and also of her Sister the said *Margaret Cecil Perceval*: And whereas *George James* Lord *Arden*, the eldest Son of *Charles George* Lord *Arden*, (who was the eldest Son of *John* Second Earl of *Egmont* by his Second Wife *Catherine* Baroness *Arden*,) was Heir-at-Law of the said *Isabella Perceval* and of the said *Margaret Cecil Perceval* and *Mary Perceval*, and also of the said *Henry Frederick John James* Fifth Earl of *Egmont*, and upon the Death of the said *Henry Frederick John James* Fifth Earl of *Egmont* succeeded to the said Title, and became Sixth Earl of *Egmont*, and upon the Death of the said *Isabella Perceval* became as such Heir-at-Law absolutely entitled to all the Real Estate of said Fifth Earl of *Egmont* which had not been effectually devised by him: And whereas the said *George James* Sixth Earl of *Egmont* on the Eighth Day of *December* One thousand eight hundred and sixty filed his Bill of Complaint in the High Court of Chancery in *England* against the said Reverend Sir *William Lionel Darell* Baronet and *Harriett Mary* his Wife, *Henry Matthew John Bowles*, Sir *Matthew Edward Tierney* Baronet and Dame *Mary Tierney* his Wife, *William Carlisle Henderson*, *Lionel Edward Darell*, an Infant, *Edward Tierney Gillkrest Darell* an Infant, *Flora Mary Darell* an Infant, the Right Honourable *Spencer Horatio Walpole*, *Charles Spencer Perceval*, *Thomas McMahon*, and *Edward McMahon*, for the Purpose (amongst other things) of having certain Accounts taken, and of obtaining a Decree for the Conveyance to him of the unsold Estates in *England* and *Ireland* devised by the Will of the said Earl *Henry*, if nothing should appear to be due in respect of the Mortgages, or for a Decree letting the said *George James* Earl of *Egmont* in to redeem the said Mortgages in case anything should appear to be still due on them; and the said Earl by his said Bill further prayed (amongst other things) that an Account might be taken of the Rents and Profits of the Estates purported to be devised to the said Sir *Edward Tierney* by the Will of the said Earl *Henry*, and of all other Monies properly applicable to the Discharge of the Incumbrances on those Estates, which were received by the said Sir *Edward Tierney* during his Lifetime, or which had been received by any Person or Persons claiming under

Bill in
Egmont v.
Darell filed
in England
8th Dec.
1860.

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under him since his Death, such Accounts to be taken on the same Footing as if Sir *Edward Tierney* had entered into possession of the Estates as a Mortgagee to whom no Interest was due at the Time of Entry; and that in taking such Accounts the Amount of said Earl *Henry's* Personal Estate, including what was due from the said Sir *Edward Tierney* to said Earl *Henry* at the Death of the latter, might be brought into Account against the Incumbrances in such Manner as the said Court might think fit, and that what in taking the Accounts aforesaid might be found due from the said Sir *Edward Tierney's* Estate might be paid out of his Personal Estate, and if that should be insufficient out of the Real Estate properly belonging to him, in a due Course of Administration, and that what in taking the aforesaid Accounts might be found due from any of the Defendants thereto personally might be answered by them personally, and that such Part of the Sums so to be paid as properly belonged to the said *George James* Earl of *Egmont* might be paid to him, and that such Part thereof (if any) as belonged to the Estates of the said *Isabella Perceval* and *Margaret Cecil Perceval* respectively might be paid to their Executors, and that such Part thereof (if any) as properly belonged to the Estate of the said *Mary Perceval* might be secured in Court for the Benefit of that Estate: And whereas the said *George James* Sixth Earl of *Egmont* on the Seventeenth *January* 1861 filed a Cause Petition in the Court of Chancery in *Ireland*, entitled, In the Matter of the Right Honourable *George James* Earl of *Egmont*, Petitioner, the Reverend Sir *William Lionel Darell* Baronet and *Harriett Mary Darell* his Wife, *Henry Matthew John Bowles*, Dame *Mary Tierney*, *Lionel Edward Darell* (an Infant), *Edward Tierney Gillkrest Darell* (an Infant), *Flora Mary Darell* (an Infant), the Right Honourable *Spencer Horatio Walpole*, *Charles Spencer Perceval*, and *Thomas McMahon*, Respondents, and he thereby prayed that the said Respondents might be restrained by the Order and Injunctions of said Court from setting up or causing to be set up, by way of Defence to the Action about to be commenced as therein expressed, or to any other Action or Actions which the said *George James* Earl of *Egmont* might thereafter commence, for the Purpose of establishing his Title as Heir-at-Law of said Earl *Henry* to the Estates purported to be devised by his alleged Will, or any Part of such Estates, any legal Estate whatsoever, whether Freehold or otherwise, and whether satisfied or unsatisfied, and whether vested in the Respondents or any of them, or any other Person, or that an Issue or Issues might be directed by the Court for the Purpose of trying the Validity of the said alleged Will as regarded the Gifts to the said *Edward Tierney* of the *Irish* Estates of the late *Henry Frederick John James* Fifth Earl of *Egmont*, and that all necessary and proper Directions might be given by the said Court with reference to the Trial of such Issue or Issues; and that if the

Petition in
Egmont v.
Darell filed
in Ireland
17th Jan.
1861.

Egmont Estates Act, 1864.

said *George James* Earl of *Egmont* should succeed in establishing the Invalidity of the said alleged Will of said Earl *Henry* as regarded the Devise to the said *Edward Tierney*, the Person in whom such of the Estates in question as were not sold were then vested by virtue of his Will might be decreed to convey them to the said *George James* Earl of *Egmont*, he being ready and willing to redeem any Mortgages or Charges on them which ought, as between himself and the Parties claiming under the said *Edward Tierney*, to be still considered as unsatisfied; and that, if and so far as necessary or proper for the Purpose, Accounts might be taken by and under the Decree of the Court to ascertain what (if anything) was due in respect of such alleged Mortgages or Charges, and that, if necessary, a Receiver might be appointed of the Estates formerly said Earl *Henry's* which were in the said Sir *Edward Tierney's* Possession at the Time of his Death, and also of the other Estate devised by said Sir *Edward Tierney's* Will, and that for the Purposes aforesaid all necessary and proper Accounts might be taken, Inquiries made, and Directions given, and that the said Reverend Sir *William Lionel Darell* Baronet and *Harriett Mary Darell* his Wife, *Henry Matthew John Bowles*, *Dame Mary Tierney*, *Lionel Edward Darell* an Infant, *Edward Tierney Gillkrest Darell* an Infant, *Flora Mary Darell* an Infant, the Right Honourable *Spencer Horatio Walpole*, *Charles Spencer Perceval*, and *Thomas McMahon*, might be bound by the Proceedings in said Matter: And whereas the Respondents in the said Suit so instituted in the High Court of Chancery in *England* duly appeared in said Suit, and certain Proceedings were had therein, and the Matter of same having been heard and debated before Vice Chancellor Sir *William Page Wood* on Nine several Days, namely, the Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth, Twentieth, Twenty-first, Twenty-second of *January* One thousand eight hundred and sixty-three, in Presence of Counsel for the Plaintiff and for the Defendants Sir *William Lionel Darell*, *Harriett Mary Darell* his Wife, *Lionel Edward Darell* an Infant, *Edward Tierney Gillkrest Darell* an Infant, *Flora Mary Darell* an Infant, the Right Honourable *Spencer Horatio Walpole*, and *Charles Spencer Perceval*, and after hearing the Evidence and Proofs in the Cause on the Part of the Parties who appeared, the Decision of the Vice Chancellor was deferred: And whereas the said Vice Chancellor on the Sixth *March* One thousand eight hundred and sixty-three delivered his Judgment in said Suit to the Effect that inasmuch as in his Opinion the same was ancillary to the Petition Matter so instituted in *Ireland*, he therefore postponed his Decree pending the Litigation in that Suit, whether the Petitioner was entitled to redeem the *Irish* Estates, and directed the said Cause to stand over for Judgment, with Liberty to all Parties to apply as they might be directed: And whereas by an Order made in the said Suit so instituted in *Ireland*, and bearing Date the Eleventh

Hearing
before Sir
Page Wood
Jan. 1863.

Judgment of
Sir Page
Wood dated
6th March
1863.

Order dated
11th Feb.
1861.

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Eleventh Day of *February* One thousand eight hundred and sixty-one, the said Sir *William Lionel Darell* was appointed Guardian *ad litem* of the said Infant Respondents: And whereas said Sir *William Lionel Darell*, *Harriett Mary Darell* his Wife, *Dame Mary Tierney*, and the said *Lionel Edward Darell* an Infant, *Edward Tierney Gillkrest Darell* an Infant, and *Flora Mary Darell* an Infant, by the said Sir *William Lionel Darell* their Guardian *ad litem*, so appointed as aforesaid, the Right Honourable *Spencer Horatio Walpole* and *Charles Spencer Perceval*, Respondents in the said Petition Matter so instituted in *Ireland*, duly appeared therein, and the Notice of filing said Petition was duly served on the said Respondent *Thomas McMahon*, who filed an Affidavit in said Matter: And whereas the Matter of said Petition having been heard and debated before the Right Honourable *Maziere Brady* Lord High Chancellor of *Ireland* on Seven several Days, namely, on the First, Second, Third, Fourth, Fifth, Sixth, and Eighth of *June* One thousand eight hundred and sixty-three, in the Presence of Counsel for the Petitioner and for the Respondents who had so appeared, and after hearing the Evidence and Proofs in the Matter upon behalf of the Parties who appeared at said Hearing, the said Lord Chancellor pronounced a Decretal Order in said Petition Matter, dated the Eighth Day of *June* One thousand eight hundred and sixty-three, and by same ordered that the Parties therein named should proceed to a Trial at Law, and accordingly that a Writ of Summons pursuant to the Provisions of the Act passed in the Eighth and Ninth Years of the Reign of Her Majesty Queen *Victoria*, entitled *An Act to amend the Law concerning Gaming and Wagers*, should be sued out of One of the Courts of Law in *Ireland* according to the Forms of the Statute in such Case made and provided, to which the Defendants at Law were forthwith to appear *gratis*, and admit all Matters of Form so that the Parties should proceed to a Trial at Law by a Special Jury of the County of *Cork* at the then next Summer Assizes, to which end the Sheriff of the said County of *Cork* was thereby directed forthwith to lay before *William Brooke* Esquire, One of the Masters of the said Court, the Grand Panel of the said County, whereout he was directed to name Forty-eight, and thereupon each Party, Plaintiff and Defendant, should be at liberty to strike out Twelve, and the remaining Twenty-four were to be the Jury upon the Trial of the following Issues; namely,

- 1st. Whether the Paper Writing dated the Eleventh Day of *December* One thousand eight hundred and forty-one in the said Cause Petition mentioned, purporting to be the Will of *Henry Frederick John James Perceval* Earl of *Egmont* in the United Kingdom of *Ireland* and Lord *Lovel* and *Holland* of *Great Britain* deceased, is or is not the last Will and Testament of the said *Henry* Earl of *Egmont*:

[*Private.*]

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2nd.

Judgment in
the Irish
Suit dated
8th June
1863.

8 & 9 Vict.
c. 109.

Egmont Estates Act, 1864.

2nd. Whether *Henry Frederick John James Perceval* Earl of *Egmont* in the United Kingdom of *Ireland* and Lord *Lovel* and *Holland* of *Great Britain* deceased, in the Cause Petition named, did in and by a certain Writing bearing Date the Eleventh Day of *December* One thousand eight hundred and forty-one, purporting to be the last Will and Testament of the said *Henry Frederick* Earl of *Egmont*, bequeath in Manner and Form following: "I hereby charge
 " my Real, Freehold, and Personal Estate, that is to say,
 " I give to Mr. *Alexis Thomas Battanchon* now residing
 " with me a clear Annuity of One hundred Pounds Sterling
 " during his natural Life, payable quarterly as from the
 " Day of my Decease, and which I give and bequeath to
 " him in addition to the Sum of Four thousand Pounds
 " now secured to him by my Bond, and charged upon my
 " Real and Freehold Estate in *Ireland*:"

3rd. Whether *Henry Frederick John James Perceval* Earl of *Egmont* in the United Kingdom of *Ireland* and Lord *Lovel* and *Holland* of *Great Britain* deceased, in the Cause Petition named, did in and by a certain Writing bearing Date the Eleventh Day of *December* One thousand eight hundred and forty-one, purporting to be the last Will and Testament of the said *Henry* Earl of *Egmont*, bequeath in Manner and Form following: "I also give and bequeath
 " unto Mr. *Charles Francis Simmons*, Clerk in the Banking
 " House of Messrs. *Dorrien* and Co., *London*, the Legacy
 " or Sum of Five hundred Pounds of the like Sterling
 " Money, and to be paid by my Executors herein-after
 " named within Six Calendar Months after my Decease, and
 " my Will is that the said Annuity and Bequest or Legacy
 " shall be clear of all Legacy Duty:"

4th. Whether *Henry Frederick John James Perceval* Earl of *Egmont*, deceased, in the Cause Petition named, did in and by a certain Writing bearing Date the Eleventh Day of *December* One thousand eight hundred and forty-one, and purporting to be the last Will and Testament of the said *Henry Frederick John James* Earl of *Egmont*, devise and bequeath in Manner and Form following: "I give, devise,
 " and bequeath all the Real, Freehold, and Personal Estate
 " and Property, of what Nature and Kind soever, whether in
 " *Great Britain* or *Ireland* or wheresoever situate, including
 " my Right of Patronage and Presentation to the Advowson
 " of and in the Rectory and Parish Church of *Enmore* in
 " the County of *Somerset*, and also the Right of Patronage
 " or Presentation to the Advowson of and in the Rectory
 " and Parish Church of *Bruhenny* otherwise *Ballintemple*
 " otherwise

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“ otherwise *Churchtown* in the County of *Cork* in the
 “ Kingdom of *Ireland*, whereof I am seised and possessed
 “ in possession, reversion, remainder, or expectancy, unto
 “ *Edward Tierney* of *Fitzwilliam Street* in the City of
 “ *Dublin*, Esquire, and his Heirs and Assigns for ever; and I
 “ hereby constitute the said *Edward Tierney* whole and sole
 “ Residuary Devisee and Legatee under this my Will or
 “ Testamentary Disposition :”

And it was by said Order declared that the Respondents in the Matter of said Cause Petition, except the Respondents the Right Honourable *Spencer Horatio Walpole* and *Charles Spencer Perceval* and *Henry Matthew John Bowles*, should be Plaintiffs at Law, and that the Petitioner in said Matter should be Defendant at Law, and that the Infant Respondents respectively should sue by the Respondent the said *Sir William Lionel Darell*, their Guardian *ad litem*, and the Respondents *Dame Mary Tierney* and *Thomas McMahon* should be at liberty to appear at the Hearing of said Issue, if so advised, and that the Affidavits or Affidavit of any Persons or Person filed in the said Chancery Matter who should on such Trial be proved to the Satisfaction of the Judge to be dead or unable to attend to be examined might be read at the said Trial; and it was further ordered that the Judge before whom such Trial was to be had was to certify to the said Court the Verdict which should be had upon such Issues, and until the Return of the Judge's Certificate further Order was reserved: And whereas, pursuant to said Decretal Order of the Eighth *June* One thousand eight hundred and sixty-three, the said *Sir William Lionel Darell* caused to be sued out the Summons thereby directed on the Second Day of *July* One thousand eight hundred and sixty-three, and, a Jury having been duly empannelled, the Trial of said Issue commenced at *Cork* in the County of *Cork* on *Friday* the Thirty-first of *July* One thousand eight hundred and sixty-three before Mr. Justice *Keogh* and said Jury in Presence of Counsel for the Plaintiffs and for the Defendant, and the Hearing of said Action proceeded on the said Thirty-first of *July*, First of *August*, Third of *August*, Fourth of *August*, and Fifth of *August* One thousand eight hundred and sixty-three; the Plaintiffs Case having been stated, and Evidence given, and the Defendant's Case having been partly opened, an Agreement was entered into between the Parties on the said Fifth of *August*, and reduced to Writing and signed by the said *Sir William Lionel Darell*, the said *George James Earl of Egmont*, and their leading Counsel, with the view to the Termination of said Suits and Action, and all Matters of Dispute, Controversy, or Account, as between the Plaintiffs and the Defendant in relation thereto; and a Consent in the said Suit in the Court of Chancery, entitled “*Egmont v. Darell* and others,” and in said Cause depending in the Court of Exchequer

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Exchequer in *Ireland* entitled "*Darell and others v. Egmont,*" was signed by the said Right Honourable *George James Earl of Egmont* and Sir *William Lionel Darell*, and by the Solicitors for said Earl, and for the Respondents the Right Honourable *Spencer Horatio Walpole* and *Charles Spencer Perceval*, and by the Solicitors for the said Sir *William Lionel Darell* and Dame *Harriett Mary Darell*, and for their Children the Minor Respondents *Edward Tierney Gillkrest Darell*, *Lionel Edward Darell*, and *Flora Mary Darell*, and which Consent was in the Words and Figures following :

- " By Consent of the Parties, Petitioners and Respondents, in this
 " Matter, and Plaintiffs and Defendants in this Cause, testified
 " by their or their respective Solicitors and Attorneys signing
 " hereof, it is hereby consented and agreed to as follows :
- " 1st. The Issue to be withdrawn, and the present Jury to be
 " discharged from finding upon it ;
- " 2nd. Lord *Egmont*, on or before the First Day of *December*
 " next, to invest the Sum of One hundred and twenty-five
 " thousand Pounds Sterling in Consols, which Consols,
 " when so purchased, are to be transferred to the Court
 " of Chancery in *Ireland*, to the Credit of this Matter,
 " upon the same Trusts and subject to the same Charges
 " as are declared and created by the Will of Sir *Edward*
 " *Tierney* of the *Irish* Estates therein stated to be derived
 " by him from *Henry* late Earl of *Egmont* ;
- " 3rd. The *Irish* Estates in return for this to be the Property
 " of Lord *Egmont* absolutely discharged from said Trusts,
 " and all Charges and Incumbrances thereon at any Time
 " vested in or belonging to Sir *Edward Tierney* or Sir
 " *William Lionel Darell*, or either of them, or any other
 " Person or Persons in trust for them, or either of them,
 " and a Private Act of Parliament to be obtained to give
 " him a perfect Title thereto ;
- " 4th. This Act of Parliament to be procured by and at the
 " Expense of Lord *Egmont*, and Sir *William Lionel Darell*
 " undertakes on the Part of himself and his Family to give
 " every Assistance to its being procured ;
- " 5th. This Act to contain a Clause enabling the One hundred
 " and twenty-five thousand Pounds to be invested in the
 " Purchase of Land in *England* or *Ireland*, or on Real
 " Security, at Interest, upon the same Trusts as are
 " declared by the Will of Sir *Edward Tierney* of the *Irish*
 " Estates, with such other Clauses as are usual in Acts of
 " the same Character ;
- " 6th. The accruing Gales of Rent, and all Arrears of Rent
 " up to and including the Twenty-ninth Day of *September*
 " and

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- “ and First Day of *November* One thousand eight hundred and sixty-three, on the *Irish* Estates, to be received by and to become the Property of Sir *William Lionel Darell* ;
- “ 8th. All Tenant's Leases which have been granted, and Agreements for Leases, and Proposals for Leases, which have been accepted or acted upon by Sir *Edward Tierney* or Sir *William Lionel Darell* prior to this Arrangement, to be confirmed and admitted as valid by Lord *Egmont* ;
- “ 9th. All Accounts, Dealings, and Transactions between Sir *Edward Tierney* and his Real and Personal Representatives and the Real and Personal Representatives of *Henry* Earl of *Egmont* and of the Three Misses *Perceval* (the Coheiresses-at-Law of *Henry* Earl of *Egmont* at his Death) to be mutually released and determined ;
- “ 10th. The Purchase Money of the *Coytmore* Estate, and the Seventeen thousand Pounds Consols, or thereabouts, now or lately belonging to the “ *Egmont versus Vernon*” Trust, and the Purchase Money received for the Ad-vowson, and all other Monies whatsoever received by Sir *Edward Tierney* or Sir *Lionel Darell*, to be the absolute Property of Sir *Edward Tierney* and his Representatives ;
- “ 11th. All past Expenditure on the *Irish* Estates by Sir *Edward Tierney* or his Representatives on the one hand, and all Account of Rents, Profits, or Receipts from the *Irish* Estates by Sir *Edward Tierney* or his Representatives on the other, to be mutually released and determined ;
- “ 12th. Upon the passing of the Act of Parliament the Suits in the Court of Chancery in *England* and in *Ireland* to be determined upon proper Consents for the Purpose, each Party to bear their own Costs ;
- “ 13th. In case Parliament should not pass the Act of Parliament, all Parties to be remitted to their present Rights, and to be placed in exactly the same Position as they respectively were immediately previous to this Arrangement :
- “ 14th. Pending the Procurement of the Act of Parliament, all Rents accruing due subsequent to the said Twentieth Day of *September* and First Day of *November* One thousand eight hundred and sixty-three to be received by Lord *Egmont*, and the Dividends on the Consols representing the One hundred and twenty-five thousand Pounds to be received by Sir *William Lionel Darell* ; and in case of Failure to obtain the Act of Parliament such Dividends to be repaid to Lord

[*Private.*]

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Egmont,

Egmont Estates Act, 1864.

“ *Egmont*, and the net Rents received by Lord *Egmont*
 “ in the Interim to be paid to Sir *William Lionel*
 “ *Darell*, and Lord *Egmont* to restore the Possession
 “ of said Estates to Sir *William Lionel Darell*, or the
 “ Party or Parties deriving through him for the Time
 “ being entitled to such Possession. This Agreement
 “ to be made a Rule of the Court of Chancery in *Ireland*,
 “ in order to carry out the Purposes thereof.
 “ Dated this Fifth Day of *August* One thousand eight hun-
 “ dred and sixty-three.

<p>“ Present when signed by the “ Earl of <i>Egmont</i> : “ <i>Charles Spencer Perceval</i>, “ of <i>Lincoln's Inn</i>, Lon- “ don, Barrister.</p>	}	<p><i>Egmont</i>. <i>William Lionel Darell</i> Baronet. <i>Newtons and Armstrong</i>, Solicitors for the Petitioner in Chancery Matter, the Defendant in the Issue. <i>Arthur B. Todd</i>, Solicitor for <i>William</i> <i>Lionel Darell</i>, Wife, and their In- fant Children.”</p>
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And whereas Mr. Justice *Keogh*, the Judge before whom the said Trial took place, pursuant to the Directions in that Behalf contained in the said Decretal Order of the Eighth of *June* One thousand eight hundred and sixty-three, by his Certificate dated the Twenty-first *November* One thousand eight hundred and sixty-three, certified the several Matters herein-before set forth with reference to the Trial of said Issues before him, the Hearing of the Plaintiff's Case and Evidence, the Defendant's Case having been partly opened by his leading Counsel, the Compromise of the Fifth of *August* One thousand eight hundred and sixty-three, and the Discharge of the Jury, and the said Mr. Justice *Keogh* in said Certificate stated his Opinion as follows :—“ I gave an Expression of my Opinion to the
 “ Effect that the Arrangement which had been come to was, in my
 “ Opinion, one eminently conducive to the Interest of both Parties,
 “ and that there could not be by any Possibility a wiser Conclusion
 “ arrived at by both Sides :” And whereas by an Order of the Right Honourable the Lord High Chancellor of *Ireland*, dated the Twenty-fifth Day of *November* One thousand eight hundred and sixty-three, and made on the Application of the said Right Honourable *George James* Earl of *Egmont*, it was ordered that the said Earl should be at liberty on or before the First Day of *December* then next to transfer the Sum of One hundred and thirty-four thousand seven hundred and ninety-one Pounds and Tenpence Government Three *per Cent.* Consols to Credit of said Matter, which Sum of Consols when so transferred should remain and be upon the Trusts mentioned in said Consent of the Fifth *August* One thousand eight hundred and sixty-three, and the Decree to be made in pursuance thereof, and to be considered on Part of the said Earl a Fulfilment of so much of the

Order dated
 25th Nov.
 1863.

Egmont Estates Act, 1864.

the Terms of said Consent as provided for the Investment of said Sum of One hundred and twenty-five thousand Pounds Cash: And whereas pursuant to said Order the said *George James Sixth Earl of Egmont* did on the Thirtieth Day of *November* One thousand eight hundred and sixty-three transfer to the Credit of the said Matter the Sum of One hundred and thirty-four thousand seven hundred and ninety-one Pounds and Tenpence Government Three *per Cent.* Consols: And whereas the Matter of the said Cause Petition having again come on to be heard before the said Lord Chancellor of *Ireland* on the Fifteenth Day of *December* One thousand eight hundred and sixty-three, in the Presence of Counsel for the Petitioner, for the Respondents the Reverend Sir *William Lionel Darell* Baronet and Dame *Harriet Mary Darell* his Wife, and for the Infant Respondents *Lionel Edward Darell*, *Edward Tierney Gillkrest Darell*, and *Flora Mary Darell*, and for the Respondents the Right Honourable *Spencer Horatio Walpole* and *Charles Spencer Perceval*, upon opening and Debate of the Matter, and hearing the said Decretal Order of the Eighth Day of *June* One thousand eight hundred and sixty-three, the said Certificate of Mr. Justice *Keogh* dated the Twenty-first Day of *November* One thousand eight hundred and sixty-three, the said Heads of Arrangement or Compromise dated the Fifth Day of *August* One thousand eight hundred and sixty-three, the said Consent in the Chancery Matter of *Egmont versus Darell*, and said Exchequer Cause of *Darell versus Egmont*, bearing Date the Fifth Day of *August* One thousand eight hundred and sixty-three, the said Order bearing Date the Twenty-fifth Day of *November* One thousand eight hundred and sixty-three, as also a Consent bearing Date the Third Day of *December* One thousand eight hundred and sixty-three, and Mr. *John Thomas Ball* Q.C., and Mr. *Jellett*, of Counsel with the Minor Respondents *Lionel Edward Darell*, *Edward Tierney Gillkrest Darell*, and *Flora Mary Darell*, stating in open Court that in their Opinion such Consent and Compromise was for the Benefit of the said Infants and ought to be carried into effect, and *Mary Tierney* (the Niece of said Sir *Edward Tierney*), *Mary Ingram*, and *Eliza Davis*, Third Parties, having Incumbrances upon the Lands and Premises in the said Cause Petition mentioned, appearing in Court by their Solicitors *Thomas McMahan* and *Arthur Bentley Todd*, and consenting to be bound by the Terms of the said Consent of the Fifth *August* One thousand eight hundred and sixty-three, and his Lordship (“being of opinion that it was for the Benefit of the “ said Infant Respondents *Lionel Edward Darell*, *Edward Tierney Gillkrest Darell*, and *Flora Mary Darell*, that such Consent and “ Compromise should be carried into effect,”) made his Decree, which, exclusive of the Schedules thereto, was as follows:

“ It is ordered and decreed that the said Consent bearing Date the

Decree
dated 5th
Fifth Aug. 1863.

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Fifth Day of *August* One thousand eight hundred and sixty-three, and entitled in this Matter, and the said Cause so depending in the Court of Exchequer in *Ireland*, be and the same is hereby received and made the Rule or Order of this Court as between the Parties thereto respectively; and Counsel for the said Infant Respondents consenting on their Behalf to the Terms of the said Compromise and to this Decree, and the said *Mary Tierney* (the Niece), *Mary Ingram*, and *Eliza Davis* also consenting to this Decree, and it appearing that the said Right Honourable *George James Earl of Egmont*, in pursuance of an Order made in this Matter bearing Date the Twenty-fifth Day of *November* One thousand eight hundred and sixty-three, did on the Thirtieth Day of *November* One thousand eight hundred and sixty-three, with the Privity of the Accountant General, transfer to the Credit of this Matter a Sum of One hundred and thirty-four thousand seven hundred and ninety-one Pounds and Tenpence Consols, it is ordered that the Petitioner the Right Honourable *George James Earl of Egmont* do, with the Privity of the said Accountant General, transfer to the Credit of this Matter the further Sum of One hundred and nineteen Pounds Eleven Shillings and Sixpence Consols, the said Sums of One hundred and thirty-four thousand seven hundred and ninety-one Pounds and Tenpence and One hundred and nineteen Pounds Eleven Shillings and Sixpence Consols being together equal to the Sum of One hundred and thirty-four thousand nine hundred and ten Pounds Twelve Shillings and Fourpence Consols; and it further appearing that the accruing Interest on the said Sum up to the Thirtieth Day of *November* One thousand eight hundred and sixty-three amounts to the Sum of One thousand six hundred and forty-one Pounds Two Shillings and Twopence, and it further appearing that the said Sum of One hundred and thirty-four thousand nine hundred and ten Pounds Twelve Shillings and Fourpence Consols is at the Price of the said Consols on the Thirtieth Day of *November* One thousand eight hundred and sixty-three, together with the said Sum of One thousand six hundred and forty-one Pounds Two Shillings and Twopence, equivalent to the Sum of One hundred and twenty-five thousand Pounds Cash,

“It is hereby ordered and decreed that the said Sum of One thousand six hundred and forty-one Pounds Two Shillings and Twopence, Proportion of the accruing Dividends after deducting the Sum payable thereout in respect of Income Tax and Usher’s Poundage, shall, when received, be invested in Consols, and that same, together with the said Sum of One hundred and thirty-four thousand nine hundred and ten Pounds Twelve Shillings and Fourpence Consols, shall remain and be upon the same Trusts and subject to the same Charges as are declared and created by the Will of Sir *Edward Tierney* of the Estates in the First and Second Schedules to this Decree

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Decree particularly described by their respective Names of the *Churchtown* Estate and the *Kanturk* Estate according to the Proportions in which the said Sum shall be ascertained to be applicable to the Trusts of the said Estates respectively, as declared by the Will of the said *Edward Tierney*. In order to ascertain the respective Proportions in which the said Sum of One hundred and thirty-four thousand nine hundred and ten Pounds Twelve Shillings and Fourpence Consols, and the said Sum of Consols so to be purchased with the Sum of One thousand six hundred and forty-one Pounds Two Shillings and Twopence, after deducting therefrom as aforesaid, are properly applicable to the Trusts declared by the Will of the said Sir *Edward Tierney* of the said *Churchtown* and *Kanturk* Estates respectively, it is further ordered that it be referred to *William Brooke* Esquire, the Master in this Matter, to inquire and report the relative Value of the said Estates respectively, and how much of the said Sum of One hundred and thirty-four thousand nine hundred and ten Pounds Twelve Shillings and Fourpence Consols, and the said Sum of Consols so to be purchased with the said Sum of One thousand six hundred and forty-one Pounds Two Shillings and Twopence, after deducting therefrom as aforesaid, shall stand in lieu of and represent the said *Churchtown* Estate, and how much thereof shall stand in lieu of and represent the said *Kanturk* Estate, having regard to the respective Values of the said Estates, and to the Incumbrances affecting the same respectively :

“ And it is hereby further ordered and decreed, that the said several Towns, Lands, Tenements, and Hereditaments particularly mentioned and described in the Schedules hereto annexed, being the Hereditaments specified in the First and Second Schedules to this Act annexed, and all and singular other the Lands, Tenements, and Hereditaments in *Ireland* whereof the said *Edward Tierney* deceased obtained the Possession, claiming under the Will of the said *Henry* Earl of *Egmont*, herein designated by the Names of the *Churchtown* and *Kanturk* Estates, by whatever Names the same may be known or called, shall, subject to the obtaining of the Act of Parliament hereinafter mentioned, be and the same are hereby declared to be the Property of the said Right Honourable *George James* Earl of *Egmont* the Petitioner, his Heirs and Assigns, absolutely discharged from the Trusts of the said Will of the said Sir *Edward Tierney*, and from all Charges and Incumbrances thereon at any Time vested in or belonging to the said Sir *Edward Tierney* or the Respondent Sir *William Lionel Darell*, or either of them, or any Person or Persons in trust for or claiming through or under them or either of them, save only an Annuity or Rentcharge of Five hundred Pounds for the Life of the Respondent Dame *Mary Tierney* charged by the said Will of the said *Edward Tierney* on the said *Churchtown* Estate, against the Payment

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whereof the said Earl of *Egmont*, his Heirs and Assigns, is to be indemnified in manner herein-after mentioned :

“ And it is further ordered and decreed that all Rents and Arrears of Rent of the said Estates up to and including the Twentieth Day of *September* and First Day of *November* One thousand eight hundred and sixty-three respectively shall be received by and become the Property of the said Sir *William Lionel Darell*, he the said Sir *William Lionel Darell* paying all proper and necessary Outgoings of the said Estates up to and including the said Periods respectively :

“ And it is further ordered and decreed that all Tenants Leases which have been granted, and Agreements for Leases and Proposals for Leases which have been accepted and acted upon, by the said *Edward Tierney* or the said Sir *William Lionel Darell* prior to the Fifth of *August* One thousand eight hundred and sixty-three, shall be confirmed and admitted as valid by the said *George James Earl of Egmont* :

“ And it is further ordered and decreed that all Accounts, Dealings, and Transactions between the said Sir *Edward Tierney* and his Real and Personal Representatives, and the Real and Personal Representatives of the said *Henry* late Earl of *Egmont*, and of *Isabella Perceval* and *Margaret Cecil Perceval* and *Mary Perceval* deceased, who were the Coheirresses-at-Law of the said *Henry* late Earl of *Egmont* at his Death, or any of them, shall be mutually released and determined :

“ And it is further ordered and decreed that the Purchase Money of the *Coytmore* Estate in the Petition mentioned, and the Sum of Eight hundred and thirty-three Pounds Six Shillings and Eightpence Bank Three per Centum Annuities now standing in the Name of the Accountant General of the Court of Chancery in *England* to the Credit of a certain Cause in the said Court entitled “ The Right Honourable *John Earl of Egmont* Plaintiff, and *John Vernon, Archibald Morton*, and *Archibald Rodick*, Defendants,” and the Purchase Money received for the Advowson of *Enmore* in the Pleadings mentioned, and all other Monies whatsoever received by the said Sir *Edward Tierney* or the said Sir *William Lionel Darell*, shall be deemed to have been the absolute Property of the said Sir *Edward Tierney*, and now to be the absolute Property of his Representatives, discharged from all Claims thereon respectively by the Petitioner *George James Earl of Egmont*, or the Real and Personal Representatives of the said *Isabella Perceval*, *Margaret Cecil Perceval*, and *Mary Perceval*, and that the Petitioner *George James Earl of Egmont*, and the Respondents the Right Honourable *Spencer Horatio Walpole* and *Charles Spencer Perceval*, shall and do concur in doing all Acts which may be necessary for the Purpose of giving effect to the Title of the said

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said Sir *Edward Tierney* and his Representatives to the said Monies and Funds, and that all past Expenditure on the said *Churchtown* and *Kanturk* Estates by the said Sir *Edward Tierney* or his Representatives on the one hand, and all Accounts of Rents, Profits, or Receipts from the said Estates by the said Sir *Edward Tierney* or his Representatives on the other hand, shall be mutually released and determined by proper Deeds to be executed for that Purpose :

“ And it is further ordered that upon the Act of Parliament hereinafter mentioned receiving the Royal Assent, that the said Sir *William Lionel Darell*, *Harriett Mary Darell*, Dame *Mary Tierney*, and *Thomas McMahan* do execute to the said Petitioner *George James Earl of Egmont*, his Heirs and Assigns, a Conveyance of the Lands and Hereditaments in the First Schedule to this Decree particularly mentioned (being the Hereditaments specified in the First Schedule to this Act), with their several Sub-denominations and Appurtenances, constituting what is called the *Churchtown* Estate, and also of all the Lands and Hereditaments in the Second Schedule to this Decree particularly mentioned (being the Hereditaments specified in the Second Schedule to this Act), with their several Sub-denominations and Appurtenances, constituting what is called the *Kanturk* Estate; and in case the Parties shall differ as to the Form of such Conveyance, it is ordered that it be referred to *William Brooke* Esquire, the Master in this Matter, to settle and approve of the same :

“ And it is further ordered that the said Sir *William Lionel Darell*, *Harriett Mary Darell*, and *Thomas McMahan* do, together with such Conveyance, hand over to the said *George James Earl of Egmont*, the Petitioner, all Title Deeds, Muniments of Title, Tenants Leases, and Agreements for Leases relating to the said Estates, in the Custody or Procurement of them or any of them :

“ And it is further ordered that the said *George James Earl of Egmont* do forthwith at his own Expense proceed and take all proper Measures to obtain an Act of Parliament for the Purpose of confirming and giving effect to this Decree, and that the said Sir *William Lionel Darell* do aid and assist the said Petitioner in obtaining said Act of Parliament, and shall do and procure to be done all Things in his Power or Procurement necessary or expedient therefor, and that the said Act of Parliament do contain a Clause authorizing the said Sum of One hundred and thirty-four thousand nine hundred and ten Pounds Twelve Shillings and Fourpence Consols, and the said Sum of Consols so to be purchased with the said Sum of One thousand six hundred and forty-one Pounds Two Shillings and Twopence, after deducting therefrom as aforesaid, to be invested in the Purchase of Lands in *England* or *Ireland*, or upon Real Securities in *England* or *Ireland*, at Interest, with Power from Time to Time to vary such Investments, the said Lands or Securities to be subject to the same Trusts as are declared by the Will of the said Sir *Edward Tierney*

of

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of the said Estates, according to the Proportions in which the said Sums shall be ascertained, to be applicable to and represent each of the said Estates respectively, including as to the Sum of Consols which shall be found to represent the said *Churchtown* Estate, and the Lands, Funds, and Securities in which same shall be invested, the said Annuity or Rentcharge of Five hundred Pounds charged by the Will of the said Sir *Edward Tierney* for the Life of the Respondent Dame *Mary Tierney* on the *Churchtown* Estate :

“ And it is hereby further ordered and decreed that so much of the said Sum of Consols as shall be found and reported by the said Master to represent the Value of the said *Churchtown* Estate, and the Lands, Funds, and Securities in which the same shall or may at any Time hereafter be invested, be and the same respectively are hereby declared liable to indemnify and save harmless the said Petitioner the Right Honourable *George James* Earl of *Egmont*, his Heirs, Executors, Administrators, and Assigns, and the said *Churchtown* Estate, from and against the said Annuity or Rentcharge of Five hundred Pounds charged by the Will of the said Sir *Edward Tierney* on the said *Churchtown* Estate in favour of the said Dame *Mary Tierney*, and from all Claims and Demands, Costs, Charges, and Expenses, which the said Earl of *Egmont*, his Heirs, Executors, Administrators, or Assigns, or the said *Churchtown* Estates, shall or may sustain or be put to in case the said Dame *Mary Tierney* or her Assigns shall at any Time or Times hereafter enforce Payment from the said Earl of *Egmont*, his Heirs or Assigns, or out of the said *Churchtown* Estate, of the whole or any Part of her said Rentcharge of Five hundred Pounds *per Annum*, or shall take any Proceedings for that Purpose :

“ And it is further ordered that it be referred to *William Brooke* Esquire, the Master in this Matter, to settle and approve of a Draft of a Bill to be brought into Parliament for the Purposes aforesaid, and to report whether the same is proper for the Purpose of carrying the said Compromise and this Decree into effect :

“ And it is further ordered that pending the Procurement of the said Act of Parliament all Rents accruing due subsequent to the said Twenty-ninth Day of *September* and First of *November* One thousand eight hundred and sixty-three shall be received by the said Right Honourable *George James* Earl of *Egmont* :

“ And it is further ordered that the Dividends on the said Sum of One hundred and thirty-four thousand nine hundred and ten Pounds Twelve Shillings and Fourpence Consols, and on the Sum of One thousand six hundred and forty-one Pounds Two Shillings and Twopence, when invested, be received by the Reverend Sir *William Lionel Darell* :

“ And it is further ordered that the Accountant General of this Court do from Time to Time, until further Order, draw on the
Governor

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Governor and Company of the Bank of *Ireland* in favour of the said Sir *William Lionel Darell*, or of his Attorney thereto lawfully authorized, for the Dividends which shall accrue on the said Sum of One hundred and thirty-four thousand nine hundred and ten Pounds Twelve Shillings and Fourpence Consols, and on the said Sum of One thousand six hundred and forty-one Pounds Two Shillings and Twopence, when invested, the said Sir *William Lionel Darell* undertaking to apply the same, when so received, according to the Trusts affecting the respective Portions thereof representing the *Churchtown* and *Kanturk* Estates respectively under the Will of Sir *Edward Tierney* and the Terms of the Decree :

“ And it is further ordered that in case the said Act of Parliament should not be obtained, the said Sum of One hundred and thirty-four thousand nine hundred and ten Pounds Twelve Shillings and Fourpence Consols, and the Sum of Consols which the said Sum of One thousand six hundred and forty-one Pounds Two Shillings and Twopence, when so invested as aforesaid, shall purchase, shall, at the Costs of the Right Honourable *George James* Earl of *Egmont* or the Party legally representing him, be transferred to him or them, and all Dividends which may have been received thereon shall be repaid to him or them accordingly, and that the net Rents received in the meantime by the said Earl of *Egmont* shall be paid over to Sir *William Lionel Darell* or to the Parties entitled thereto under said Will of Sir *Edward Tierney*, and that in that Case the said Right Honourable *George James* Earl of *Egmont* shall restore the Possession of said Estates of *Henry* late Earl of *Egmont* to Sir *William Lionel Darell* or to the Party or Parties for the Time being entitled to such Possession ; and in such Case it is hereby further ordered and declared that the said Parties shall be remitted to such Rights, and shall be and stand in the same Position, as they respectively had and were in immediately previous to the signing of the said Consent of the Fifth Day of *August* One thousand eight hundred and sixty-three :

“ And it is further ordered and declared that all future Proceedings in this Matter be stayed, but with Liberty to any of the Parties, and for the said *Mary Tierney*, named in the said Will of Sir *Edward Tierney*, and therein described as his Niece, and for the said *Mary Ingram* and *Eliza Davis*, from Time to Time to apply to this Court touching the Performance of the Orders and Directions hereby given or otherwise as they or she may be advised : And it is hereby ordered and decreed that in case and when and so soon as the said Act of Parliament shall have obtained the Royal Assent, this Matter and the Suit at present depending in the Court of Chancery in *England*, in which the said *George James* Earl of *Egmont* is Plaintiff, and the said Sir *William Lionel Darell* and others are Defendants, shall be determined, and that all necessary Consents for that Purpose shall be given, and that each Party shall abide their own Costs of both said

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Suits

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Suits respectively, and the Costs of all Deeds and Instruments necessary for and incidental to the carrying out of this Decree ;

“ And it is further ordered that the Respondent Sir *William Lionel Darell* do, upon Receipt of the Dividends which shall accrue upon the said Sum of One hundred and thirty-four thousand nine hundred and ten Pounds Twelve Shillings and Fourpence, invest in the Purchase of Consols the Sum of One thousand six hundred and forty-one Pounds Two Shillings and Twopence, the accruing Interest upon the said Sum of Consols up to the Thirtieth *November* One thousand eight hundred and sixty-three, and that he do with the Privity of the Accountant General transfer the same when so invested to the Credit of this Matter, the said Sums when so invested to be apportioned in the like Manner as is herein-before directed respecting the said Sum of One hundred and thirty-four thousand nine hundred and ten Pounds Twelve Shillings and Fourpence, and when so apportioned to be held upon the like Trusts as herein-before declared respecting the Portions of the said Sum of One hundred and thirty-four thousand nine hundred and ten Pounds Twelve Shillings and Fourpence applicable to the Trusts of the *Churchtown* Estate and *Kanturk* Estate respectively :”

And whereas to the said Decretal Order were annexed Two Schedules, containing an Enumeration and Description of the Honours, Manors, Lands, and Hereditaments specified in the First and Second Schedules to this Act annexed, and of which those Schedules are Copies: And whereas the said *George James* Sixth Earl of *Egmont* on the Fifth Day of *February* One thousand eight hundred and sixty-four transferred to the Credit of the said Petition Matter the said further Sum of One hundred and nineteen Pounds Eleven Shillings and Sixpence Consols: And whereas out of the Sum of One thousand nine hundred and sixty-two Pounds Seventeen Shillings and Elevenpence, Dividends which become payable on the said Sum of One hundred and thirty-four thousand seven hundred and ninety-one Pounds and Tenpence Consols, the Sum of One thousand six hundred and forty-one Pounds Two Shillings and Twopence was, under the Directions of the Accountant General of the Court of Chancery, invested in the Purchase of the Sum of One thousand eight hundred and three Pounds Sixteen Shillings and One Penny Consols, and on the Second Day of *February* One thousand eight hundred and sixty-four the said last-mentioned Sum was transferred to the Credit of the said Petition Matter: And whereas the said Sums of One hundred and thirty-four thousand seven hundred and ninety-one Pounds and Tenpence, One hundred and nineteen Pounds Eleven Shillings and Sixpence, and One thousand eight hundred and three Pounds Sixteen Shillings and One Penny, making together the Sum of One hundred and thirty-six thousand seven hundred and fourteen Pounds Eight Shillings and Fivepence Consols, are equivalent

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lent to the Sum of One hundred and twenty-five thousand Pounds Cash: And whereas *William Brooke* Esquire, the Master to whom the same was referred, made his Report bearing Date the Sixth Day of *May* One thousand eight hundred and sixty-four, and thereby found that the Sum of Ninety-eight thousand one hundred and ninety-eight Pounds Sixteen Shillings and Fivepence, Portion of the said Sum of One hundred and thirty-six thousand seven hundred and fourteen Pounds Eight Shillings and Fivepence Consols, should stand in lieu of and represent the said *Churchtown* Estate, and the Sum of Thirty-eight thousand five hundred and fifteen Pounds Twelve Shillings, Residue of said Sum of One hundred and thirty-six thousand seven hundred and fourteen Pounds Eight Shillings and Fivepence Consols, should stand in lieu of and represent the said *Kanturk* Estate, regard being had to the respective Values of the said Estates, and to the Encumbrances thereon respectively: And whereas the said Report was duly confirmed by an Order of the said Court of Chancery in *Ireland*: And whereas the said *William Brooke* Esquire, by his Report bearing Date the Sixth Day of *May* One thousand eight hundred and sixty-four, certified that he had perused and considered the Draft of a Bill for effecting the Purposes aforesaid, and had approved of the Provisions therein contained, and which Draft was the Draft of the Bill for this Act: And whereas the said Report was duly confirmed by an Order of the said Court of Chancery in *Ireland*: And whereas the said Dame *Mary Tierney* is willing that the said Hereditaments specified in the First Schedule to this Act annexed should be discharged from her said Annuity or yearly Rentcharge of Five hundred Pounds, and all Powers, Remedies, Claims, and Demands in respect of the same: And whereas it would be to the Benefit of all Parties interested or claiming to be interested in the Subject Matters of the recited Agreement for Compromise of the Fifth Day of *August* One thousand eight hundred and sixty-three, including the said Dame *Harriett Mary Darell* and the said Infant Respondents, that such Effect as is by this Act given to the same Agreement should be given thereto: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject *George James* Earl of *Egmont* doth 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:

Master's Report dated 6th May 1864.

Master's Report dated 6th May 1864.

1. This Act may for all Purposes be cited as "*Egmont Estates Act, 1864.*" Short Title.

2. The

Egmont Estates Act, 1864.

Hereditaments specified in Schedules to Act vested in George James Earl of Egmont, discharged from Incumbrances, but subject to Leases.

2. The Hereditaments specified in the First and Second Schedules to this Act annexed, with their several and respective Sub-denominations, and their respective Rights, Members, and Appurtenances, including the Rents, Issues, and Profits of the same Hereditaments, and all Arrears thereof, with the Right to recover and receive the same, shall from and after the passing of this Act, and as from and after the Fifth Day of *August* One thousand eight hundred and sixty-three inclusive, belong to and be absolutely vested in the said *George James Earl of Egmont*, his Heirs and Assigns for ever, for an absolute and indefeasible Estate of Inheritance in Fee Simple, and shall so belong to and be vested in him and them, freed, discharged, and exonerated by this Act from all Charges and Incumbrances on the same Hereditaments, or any Parts thereof, at any Time vested in or belonging to the said *Sir Edward Tierney* and *Sir William Lionel Darell*, or either of them, or any Person or Persons in trust for or claiming by, through, from, or under them or either of them, save only that the said *George James Earl of Egmont*, his Heirs and Assigns, shall admit as valid and shall accordingly be bound by all Tenants Leases granted, and Agreements and Proposals for Leases accepted and acted on, by the said *Sir Edward Tierney* and *Sir William Lionel Darell*, or either of them, before the Fifth Day of *August* One thousand eight hundred and sixty-three, and that as between the said *George James Earl of Egmont*, his Heirs, Executors, Administrators, and Assigns, on the one hand, and the said *Sir William Lionel Darell*, his Executors, Administrators, and Assigns, on the other hand, the said *Sir William Lionel Darell*, his Executors, Administrators, or Assigns, shall be entitled to all Rent and Arrears of Rent of the Hereditaments specified in the First and Second Schedules to this Act annexed which fell due and became payable on or before the Twenty-ninth Day of *September* One thousand eight hundred and sixty-three and the First Day of *November* One thousand eight hundred and sixty-three respectively.

98,198*l.* 16*s.* 5*d.* Consols to be held by Trustees of *Sir Edward Tierney's* Will, as if produced by Sale of Hereditaments in First Schedule to Act.

3. The Sum of Ninety-eight thousand one hundred and ninety-eight Pounds Sixteen Shillings and Fivepence Consols, Portion of the said Sum of One hundred and thirty-six thousand seven hundred and fourteen Pounds Eight Shillings and Fivepence Consols standing in the Books of the Accountant General of the Court of Chancery in *Ireland* to the Credit of "the Right Honourable *George James Earl of Egmont* Petitioner, the Rev. *Sir William Lionel Darell* Baronet and others, Respondents," shall be transferred into the Names of the Trustees of the recited Will of the said *Sir Edward Tierney*, and shall be held by the Trustees and Trustee from Time to Time of the said Will upon and for the same Trusts and Purposes, and subject to the same Limitations and Restrictions, as the Hereditaments

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ments specified in the First Schedule to this Act were subject to under the said recited Will, as fully and effectually as if the same were Real Estate, and the same shall accordingly in Equity be deemed to be Real Estate.

4. The Sum of Thirty-eight thousand five hundred and fifteen Pounds Twelve Shillings Consols, Residue of the said Sum of One hundred and thirty-six thousand seven hundred and fourteen Pounds Eight Shillings and Fivepence Consols standing in the Books of the Accountant General of the Court of Chancery in *Ireland* to the Credit of the "Right Honourable *George James Earl of Egmon*, Petitioner, the Reverend Sir *William Lionel Darell* Baronet and others, Respondents," shall be transferred into the Names of the Trustees of the Will of the said Sir *Edward Tierney*, and shall be held by the Trustees and Trustee from Time to Time of the same Will upon and for the same Trusts and Purposes, and subject to the same Limitations and Restrictions, as the Hereditaments specified in the Second Schedule to this Act were subject to under the said recited Will, as fully and effectually as if the same were Real Estate, and the same shall accordingly in Equity be deemed to be Real Estate.

38,515*l.* 12*s.*
Consols to
be held by
Trustees of
Sir Edward
Tierney's
Will, as if
produced by
Sale of Here-
ditaments in
Second
Schedule to
Act.

5. Each of the said Two Sums of Consols shall either remain unaltered, or the same or any Part or Parts thereof shall, with the Consent in Writing of the said Sir *William Lionel Darell* and Dame *Harriett Mary Darell* during their joint Lives, and with the Consent of the Survivor of them during his or her Life, and after the Death of such Survivor with the Consent of the Person for the Time being entitled to the Dividends and Interest on the said respective Sums, and not being under Disability, or, in case of such Disability, at the Discretion of the Trustees or Trustee of the Will of Sir *Edward Tierney*, be sold, and the Monies produced by such Sale be laid out in their or his Names or Name in any other of the Public Stocks or Funds or Government Securities of *Great Britain* or *Ireland*, or on the Security of Real Estate in Fee Simple in *England*, *Wales*, or *Ireland*, at Interest, or in the Purchase of any Fee Simple Manors, Lands, or Hereditaments in *England*, *Wales*, or *Ireland*, to be conveyed to the said Trustees or Trustee and their or his Heirs; and the said Trustees or Trustee may, with such Consent or at such Discretion as aforesaid, vary the said Investments into others of the Nature herein before described, if and as they or he shall think fit, and shall in respect of the Lands so to be purchased and conveyed to them have Powers of Sale or Exchange, with such Authority and Restrictions as are provided by the First, Second, Third, Fourth, Fifth, Seventh, and Tenth Sections of the Statute passed in the Twenty-third and Twenty-fourth Years of the Queen, Chapter One

Each Sum
of Consols to
be subject to
Powers of
Investment.

[*Private.*]

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hundred

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hundred and forty-five, entitled: *An Act to give to Trustees, Mortgagees, and others certain Powers now commonly inserted in Settlements, Mortgages, and Wills*.

Provision for securing Dame Mary Tierney's Annuity.

6. The Sum of Twenty thousand Pounds Consols, Portion of the said Sum of Ninety-eight thousand one hundred and ninety-eight Pounds Sixteen Shillings and Fivepence Consols, shall be appropriated and set apart during the Life of Dame *Mary Tierney* to answer and secure Payment of her said Annuity of Five hundred Pounds, and all Costs and Expenses occasioned by the Nonpayment thereof; and during her Life the Investment of the Sum so appropriated shall not be changed without in every Case her previous Consent in Writing; and any Surplus of Income of the said Sum of Twenty thousand Pounds Consols over and above what may be necessary for the Payment of said Annuity, and all Costs and Expenses occasioned by the Nonpayment thereof, shall, subject thereto, be applied and paid in the same Manner as the Income of the Residue of said Sum of Ninety-eight thousand one hundred and ninety-eight Pounds Sixteen Shillings and Fivepence; and after the Death of Dame *Mary Tierney*, and the Payment of all Arrears (if any) of the said Annuity of Five hundred Pounds, and all Costs and Expenses occasioned by the Nonpayment thereof, the said Sum of Twenty thousand Pounds Consols, or any Residue thereof which may then remain after answering the aforesaid Purposes, shall be held by the said Trustees and Trustee for the Time being of the Will of Sir *Edward Tierney* upon and for the same Trusts and Purposes, and subject to the same Limitations and Restrictions, as are herein-before declared and expressed of and concerning the said Sum of Ninety-eight thousand one hundred and ninety-eight Pounds Sixteen Shillings and Fivepence Consols.

George James Earl of Egmont to recover for Sir William Lionel Darell past Arrears of Rent.

7. At the Request and Expense of the said Sir *William Lionel Darell*, his Executors, Administrators, or Assigns, the said *George James Earl of Egmont*, his Heirs or Assigns, shall demand and take the Proceedings proper for recovering and receiving the Rents and Arrears of Rent which were due up to the Twenty-ninth Day of *September* One thousand eight hundred and sixty-three, and the First Day of *November* One thousand eight hundred and sixty-three respectively, by any Person or Persons whomsoever for or in respect of the Hereditaments specified in the First and Second Schedules to this Act annexed, or any of them, and shall pay the net Monies so received to the said Sir *William Lionel Darell*, his Executors, Administrators, or Assigns.

Recited Agreement for Compro-

8. Subject to the Provisions of this Act, the recited Agreement for Compromise of the Fifth of *August* One thousand eight hundred and

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and sixty-three, as expressed in the recited Consent of the Fifth *August* One thousand eight hundred and sixty-three, is by this Act confirmed and made binding on all Parties interested, and full Effect shall be given thereto accordingly. mise confirmed subject to Act.

9. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons and Bodies Politic and Corporate soever, and to their respective Heirs, Successors, Executors, and Administrators, (other than the Persons who by this Act are expressly excepted out of this General Saving,) all Estates, Rights, Titles, Interests, Claims, and Demands whatsoever, both at Law and Equity, and which they respectively now have or would have if this Act were not passed. General Saving.

10. Provided, That the following Persons are excepted out of the General Saving in this Act contained, and accordingly are the only Persons bound by this Act; (that is to say, Persons bound by this Act.)

- 1st. The said Reverend Sir *William Lionel Darell* Baronet and Dame *Harriett Mary* his Wife, and the Survivor of them;
- 2nd. The said *Lionel Edward Darell* and his now unborn First and other Sons, and the Heirs Male of their respective Bodies;
- 3rd. The said *Edward Tierney Gillkrest Darell* and his now unborn First and other Sons, and the Heirs Male of their respective Bodies;
- 4th. The now unborn Third and every other younger Son of the said Dame *Harriett Mary Darell*, and the Heirs Male of their respective Bodies;
- 5th. The said *Flora Mary Darell* and the Heirs of her Body;
- 6th. The now unborn Second and every other younger Daughter of the said Dame *Harriett Mary Darell*, and the Heirs of their respective Bodies;
- 7th. The right Heirs of the said Sir *Edward Tierney* Baronet and of the said Sir *Matthew Edward Tierney* Baronet respectively;
- 8th. The said *Thomas McMahon* as such Trustee to preserve contingent Remainders as aforesaid, his Executors and Administrators;
- 9th. The said *Thomas McMahon* as such Incumbrancer as aforesaid, his Heirs, Executors, Administrators, and Assigns;
- 10th. The said Dame *Mary Tierney* as such Annuitant and legal personal Representative of the said Sir *Matthew Edward Tierney* Baronet as aforesaid;
- 11th. The said *Mary Ingram* as such Annuitant as aforesaid;
- 12th. The said *Eliza Davis* as such Annuitant as aforesaid;
- 13th. The said Right Honourable *Spencer Horatio Walpole* and *Charles Spencer Perceval* as such personal Representatives

of

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of the said *Mary Perceval, Margaret Cecil Perceval, and Isabella Perceval* respectively as aforesaid ;

14th. The said *George James Earl of Egmont* and his Heirs ;

15th. All other Persons from Time to Time entitled or claiming to be entitled under or by virtue of the recited Will of the said *Henry Frederick John James Fifth Earl of Egmont* deceased.

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

II. 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.

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The FIRST SCHEDULE to which the foregoing Act refers

THE CHURCHTOWN ESTATE.

The Honours of Burton.

The Manors of Burton, Annah otherwise Annagh, Loghert otherwise Lohert, and Liscarroll.

The Castle, Town, and Lands of Burton.

The Park of Burton.

The Parts of the said Town and Lands of Burton, and Park of Burton, called or known by the Names of the Demesne, the Wilderness, the Leap, Clashelane, and Crabstocks, as all other Parts thereof.

The Town and Lands of Imogane.

The Town and Lands of Ahaburrin otherwise Aghaburrin.

The Town and Lands of Cahirnoher.

The Town and Lands of Annah otherwise Annagh, and the Part called Annagh Island, and the Parts called Upper and Lower Gubleigh, as all other Part or Parts of the Town and Lands of Annah otherwise called Annagh.

The Town and Lands of Culleigh otherwise called Cullig.

The several Towns and Lands of Kilcrogan otherwise called Kilgrogan.

Clashganiffe otherwise called Clashganive.

Walshestown otherwise called Welshestown.

Ballinguile.

Templeconnell.

Knockaroundaly otherwise called Knockroundaly.

Liskelly.

Jordanstown.

Ballincurrig.

Boana.

Tullig.

Dunbarry.

Ballynamuck.

Drumcorbit otherwise Drumcorbid, otherwise called Drumcorbett.

Ballygrace.

Gurteenroe, including the Part called the Commons.

Creganecourty.

Ballynabowl, including the Part called Castle McCarthy and Knocknamahee.

Ballychristy.

Mount Corbett.

Monanemerish.

Ballynakeen.

Farrendine.

Ballyvaheen.

Carrigeen.

Rath otherwise called Windmill Farm.

[Private.]

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Knockee-

Egmont Estates Act, 1864.

Knockeelievane.

The Castle, Town, and Lands of Ballymacow otherwise called Egmont and Ballyadam.

The Castle, Town, and Lands of Churchtown, and the Piece of Land Part of Churchtown Lands called Maryfield.

The Town and Lands of Tiniscarty.

East Drinagh.

West Drinagh.

Moneroe, including Moneroe Bog.

The Advowson and Right of Patronage and Presentation to the Living, Church, and Parish of Churchtown called Bruheny or Bruheeny otherwise Ballintemple, and the Glebes and Tithes thereto belonging or appertaining, forming, constituting, and comprising the Churchtown Estate of the late Henry Earl of Egmont, or by whatever other Name or Names, Denomination or Subdenominations, the said several Honours, Manors, Castles, Towns, Lands, Hereditaments, and Premises, or any of them, or any Part or Parts thereof, now are or at any Time heretofore were or may have been called, known, or distinguished, together with their several Divisions, and all Buildings, Erections, Fixtures, Commons, Hedges, Ditches, Plantations, Fences, Ways, Waters, Watercourses, Liberties, Privileges, Easements, Advantages, and Appurtenances whatsoever to the said Messuages, Lands, Hereditaments, and Premises, or any of them, appertaining, or with the same or any or either of them now or heretofore demised, occupied, or enjoyed, or reputed or known as Part or Parcel of them or any of them, or appertaining thereto, and all which said Honours, Manors, Castles, Towns, Lands, Tenements, Hereditaments, and Premises are situate, lying, and being in the Baronies of Orrery and Kilmore, and Fermoy, and County of Cork, or in whatever other Barony or Baronies the same, or any Part or Parts thereof, is or are situate, being in the Kingdom of Ireland.

The SECOND SCHEDULE to which the foregoing Act refers.

THE KANTURK ESTATE.

The Honours of Kanturk and Manors of Kanturk.

The Castle, Town, and Lands of Kanturk, as well the Town of Kanturk as all other Parts of the Town Lands of Kanturk.

The Island of Kanturk.

The Town and Lands of or called or known by the Name of Park, including East, West, and Middle Park, otherwise called Pall, otherwise Drumichelare.

The Millstream Acres.

The Town and Lands of or called or known by the Name of Monevara, Gallway's Field, and the Mill Lot.

The Town and Lands of Blue Pool.

The Town and Lands of Coulacusane otherwise Coulicusane.

The Town and Lands of Currah otherwise Curragh.

The Town and Lands of Rosline and Rusheen.

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Egmont Estates Act, 1864.

The Town and Lands of Stradeen otherwise called Sradeen, and the Parts thereof called Egmont Place, forming, constituting, and comprising the Kanturk Estate of the late Henry Earl of Egmont, or by whatever other Name or Names, Denomination or Sub-denominations, the said several Honours, Manors, Castles, Towns, Lands, Tenements, Hereditaments, and Premises, or any of them, or any Part or Parts thereof, now are or at any Time heretofore were or may have been called, known, or distinguished, together with their several Sub-denominations, and all Buildings, Erections, Fixtures, Commons, Hedges, Ditches, Plantations, Fences, Ways, Waters, Watercourses, Liberties, Privileges, Easements, Advantages, and Appurtenances whatsoever to the said Honours, Manors, Castles, Towns, Lands, Tenements, Hereditaments, and Premises, or any of them, appertaining, or with the same or any or either of them now or heretofore demised, occupied, or enjoyed, or reputed or known as Part or Parcel of them or any of them, or appurtenant thereto, all which Houses, Honours, Manors, Castles, Towns, Lands, Tenements, Hereditaments, and Premises are situate, lying, and being in the Barony of Duhallow and County of Cork, or in whatever other Barony or Baronies the same, or any Part or Parts thereof, is or are situate, being in the Kingdom of Ireland.

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THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT
530 SOUTH EAST ASIAN AVENUE
CHICAGO, ILLINOIS 60607
TEL: 773-936-3700
WWW.PHYSICS.UCHICAGO.EDU

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