



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 5.

An Act for giving effect to a Compromise of a certain Suit depending in the Court of Chancery in *Ireland*, relating to certain Estates in the Counties of *Limerick* and *Cork* of the Right Honourable *Standish O'Grady* First Viscount *Guillamore*. [25th July 1864.]

WHEREAS by an Indenture dated the Twelfth Day of *January* One thousand seven hundred and ninety, and made or expressed to be made between *Derby O'Grady* and *Standish O'Grady* his eldest Son of the First Part, *James Earl of Charlemont*, the Reverend *Richard Maunsell*, *Richard Maunsell* Esquire, *Elizabeth Waller* Widow of *John Thomas Waller* Esquire, (Trustees and Guardians appointed by the Will of the said *John Thomas Waller*,) and *Katherine Waller* Spinster, Daughter of the said *Elizabeth*, of the Second Part, *John Waller* and *De Courcy O'Grady* Esquires of the Third Part, and *Bolton Waller* and *Thomas Grady* Esquires of the Fourth Part, being the Settlement executed previously to the Marriage of *Standish O'Grady* Esquire (afterwards the Right Honourable *Standish O'Grady*, Lord Chief Baron of His then Majesty's Court of Exchequer in *Ireland*,) and the said *Katherine Waller*, the

Indenture dated 12th Jan. 1790.

[Private.]

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Towns

Viscount Guillamore's Estates Act, 1864.

Towns and Lands of *Knockbrack* and *Rathbrassill* (the latter now known as *Fort Grady*) situate in the County of *Cork*, the Towns and Lands of *Boulevorde* otherwise *Ballyborde* and *Clonemannagh*, and One Moiety of the Towns and Lands of *Cahir Guillamore*, *Ballynanty List* otherwise *Ballynanty Lysaght*, *Ballysheron Marshall*, and *North Ballynanty* called *Ballynanty Thornton*, situate in the County of *Limerick*, were limited and assured, subject to certain Uses and Estates which had expired previously to the Execution of the Indenture next herein-after recited, to the Use of the said *Standish O'Grady* and his Assigns during his Life, with Remainder to the Use of the First and other Sons of the said Marriage in Tail Male, with Remainders over, charged with a Jointure of Four hundred Pounds late *Irish* Currency for the said *Katherine Waller* during her Life, in case she should survive her said intended Husband, and with a Sum of Five thousand Pounds late Currency for the Portions of the younger Children of the said Marriage: And whereas there were Eighteen Children of the said Marriage, of whom Six died under Age and unmarried, and the remaining Children were as follows, *Standish O'Grady* the eldest Son, *Waller O'Grady* the Second Son *James O'Grady*, *Richard O'Grady*, *William O'Grady*, *John O'Grady*, and *Thomas O'Grady*, the Third, Fourth, Fifth, Sixth, and Seventh Sons, of whom the said *James O'Grady* died in the Year One thousand eight hundred and twenty-nine unmarried, and *Maria O'Grady*, *Katherine O'Grady*, *Isabella O'Grady*, *Henrietta O'Grady*, and *Juliana O'Grady*: And whereas the said *Standish O'Grady* the Son attained his Age of Twenty-one Years in or about the Year One thousand eight hundred and thirteen: And whereas by an Indenture dated the Sixteenth Day of *October* One thousand eight hundred and twenty-eight, and made or expressed to be made between the said *Standish O'Grady*, then the said Right Honourable *Standish O'Grady*, Lord Chief Baron of the Court of Exchequer in *Ireland*, and the said *Standish O'Grady* his eldest Son, of the First Part, the Honourable *Berkeley Paget* and *Sophia Askeel* otherwise *Paget* his Wife, of the Second Part, *Gertrude Jane Paget* eldest Daughter of the said *Berkeley Paget* and *Sophia Paget* of the Third Part, and *Frederick Paget* and the Honourable *John Prendergast Verker* of the Fourth Part, being the Settlement executed previously to the Marriage of the said *Standish O'Grady* the Son and *Gertrude Jane Paget*, after reciting, among other things, an Indenture dated the Thirteenth Day of *November* One thousand eight hundred and four, being the Settlement executed previously to the Marriage of the said *Berkeley Paget* and *Sophia Paget* his Wife, and also reciting the said Marriage Settlement of the Twelfth Day of *January* One thousand seven hundred and ninety, it was witnessed that for the Considerations therein mentioned, and by force and virtue of the Power limited to them by the said Indenture of the Thirteenth Day

Indenture
dated 16th
Oct. 1828.

of

Viscount Guillamore's Estates Act, 1864.

of *November* One thousand eight hundred and four, they the said *Berkeley Paget* and *Sophia Paget* his Wife appointed that such Portion as the said *Gertrude Jane Paget* would, under the Trusts of the same Indenture, become entitled to in the Trust Funds therein set forth, in case the same were to be equally divided among all the Children of the said *Berkeley Paget* and *Sophia* his Wife, then or thereafter to be born, who would obtain absolute vested Interests therein under the said Trusts as if no Appointment were made by the said *Berkeley Paget* and *Sophia* his Wife, should, upon the Execution of the said Indenture now in recital, become a vested Interest in the said *Gertrude Jane Paget*; and it was by the said Indenture further witnessed that the said Right Honourable *Standish O'Grady* and *Standish O'Grady* the Son, for the Considerations therein mentioned, did thereby, for themselves, their Heirs and Assigns, covenant with the said *Frederick Paget* and *John Prendergast Vereker* that from and after the said Marriage the Lands and Hereditaments therein described, being the Hereditaments described in and assured by the said Indenture of the Twelfth Day of *January* One thousand seven hundred and ninety, should stand charged and chargeable with an Annuity or yearly Rentcharge of Four hundred Pounds Sterling by way of Jointure for the said *Gertrude Jane Paget* in case she should survive her said intended Husband, in lieu and bar of all Dower or Thirds at Common Law or otherwise; and the said Right Honourable *Standish O'Grady* and *Standish O'Grady* his Son did thereby further covenant with the said *Frederick Paget* and *John Prendergast Vereker* to levy Fines or suffer Recoveries, or to do any further Act necessary for charging the said Lands with the said Jointure; and by the said Indenture certain Trusts were declared of the Fortune or Portion of the said *Gertrude Jane Paget* thereby appointed for the Benefit of the said *Gertrude Jane Paget* and *Standish O'Grady* the Son during their Lives, and after the Decease of the Survivor for the Children of the said Marriage as therein mentioned; and by the said Indenture now in Statement the said Right Honourable *Standish O'Grady* and *Standish O'Grady* the Son covenanted with the said *Frederick Paget* and *John Prendergast Vereker* that in case there should be Issue of the said Marriage Two or more younger Children, and in case the said Portion of the said *Gertrude Jane Paget* should at the Time of the Distribution thereof be less than Ten thousand Pounds, they, the said Right Honourable *Standish O'Grady* and *Standish O'Grady* the Son, would charge and secure on the said Settled Lands herein-before described such Sum as, together with the Portion of the said *Gertrude Jane Paget*, would amount to the Sum of Ten thousand Pounds: And whereas there were several Children of the said Marriage between the said *Standish O'Grady* the Son and the said *Gertrude Jane Paget*, namely, *Standish* the eldest Son, who was born on the
Eighth

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Eighth Day of *January* One thousand eight hundred and thirty-two, *Paget Standish* the Second Son, born on the Twenty-fifth Day of *November* One thousand eight hundred and thirty-five, *Reginald Grimston Standish* the Third Son, born on the Ninth Day of *March* One thousand eight hundred and thirty-nine, *Hardress Standish* the Fourth Son, born on the Twentieth Day of *October* One thousand eight hundred and forty-one, *Berkeley Standish* the Fifth Son, born on the Twenty-fourth Day of *October* One thousand eight hundred and forty-five, and who died on the Twenty-third Day of *August* One thousand eight hundred and fifty-eight, and *Frederick Standish* the Sixth Son, born on the Twentieth Day of *April* One thousand eight hundred and forty-seven, and Four Daughters: And whereas in the Year One thousand eight hundred and thirty-one the said Right Honourable *Standish O'Grady* was created Viscount *Guillamore*: And whereas in or as of *Hilary* Term One thousand eight hundred and thirty-four the said *Standish O'Grady* the Son duly suffered Two Common Recoveries of the said Lands and Premises herein-before described, and by an Indenture dated the Seventeenth Day of *January* One thousand eight hundred and thirty-four, and made between the said *Standish O'Grady* the Son, then the Honourable *Standish O'Grady*, of the First Part, the said Right Honourable *Standish* Viscount *Guillamore* of the Second Part, *John William Lane* of the Third Part, and *John Bagnall* of the Fourth Part, being the Deed creating the Tenant to the Precipe, and declaring the Uses of the said Recoveries, it was declared that the said Recoveries should enure, and the Recoveror should stand seised of the said Lands and Premises, to the Use of the said *Standish* Viscount *Guillamore*, his Heirs and Assigns for ever: And whereas, under the Circumstances and in manner aforesaid, the said *Standish* Viscount *Guillamore* was on the Second Day of *July* One thousand eight hundred and thirty-six, and thenceforward down to the Time of his Death, seised or entitled in Fee Simple of or to the Lands and Premises herein-before described, and he was also seised or entitled for an Estate of Inheritance of or to the other Moiety of the said Town and Lands of *Cahir Guillamore Ballynanty List* otherwise *Ballynanty Lysaght*, *Ballysheron Marshall*, and *North Ballynanty* called *Ballynanty Thornton*, said Moiety now being known as *Rockbarton*, but from the Lapse of Time, the Loss of the Title Deeds, and the Imperfection of the Memorials of such of them as were registered in the Registry of Deeds in *Dublin*, it is doubtful whether such an Estate is an Estate in Fee Simple or Fee Tail: And whereas the said *Standish* Viscount *Guillamore* was also at the respective Times aforesaid seised or entitled in Fee Simple of or to the Towns and Lands of *Moig*, *Islandroe*, the Two *Gortnagranahers*, *Tubrid*, *Caherduff*, *Carig*, *Lisduff*, *Court Brown*, *Cooltomin*, *Annagh*, *Galbally*, *Inchimohane*, *Ardrahan* otherwise *Ardrachine*, *Park*, *Kealogues*
Kilsceanlan,

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Kilsanlan, Clogherviller, Gormanstown, Kilcullane, Dromtrasna, O'Brien, Arderine, Upper Grange, Danganbeg, Ballinakillebeg, Ballybranagh now called *Walshstown*, and *Lisinisky*, situate in the County of *Limerick*, (being together with the aforesaid Lands the same Lands and Hereditaments more particularly described in the First Schedule to this Act,) but subject as to the said Lands of *Kilcullane* to a Lease for Lives renewable for ever; and the said *Standish Viscount Guillamore* was at the respective Times aforesaid seised or entitled of or to the said Lands of *Kilcullane* for an Estate for Lives renewable for ever, being an Under-lease derived out of the said Lease for Lives: And whereas the said *Standish Viscount Guillamore* executed an Instrument in Writing, purporting to be his last Will and Testament, which bears Date the Second Day of *July* One thousand eight hundred and thirty-six, and which was executed by him in the Presence of Three Witnesses; and the said Instrument, after devising or purporting to devise to his Brother *James* certain Lands therein mentioned (not being any Part of the Lands and Premises herein-before described charged with the Sum of Four thousand Pounds, which he directed to be paid to his Executor, and subject to a Condition therein mentioned), was in the Words following; that is to say, "As I have paid off more than the full Amount of a Charge of Three thousand Pounds *Irish* Currency upon the Settled Estates created in favour of my Brothers and Sisters, I therefore direct that the said Charge shall not be raised, but that the same shall sink in the Inheritance for the Benefit of those who shall be entitled to it; and I further direct that the Sum of Five thousand Pounds *Irish* Currency, which I have a Power under my own Marriage Settlement to charge upon the Settled Estates as a Provision for my younger Children, shall not be raised, but that the same shall in like Manner sink in the Inheritance, and that the several Devises and Bequests herein-after made in favour of my younger Children shall be considered a full Satisfaction of any Claim which they may otherwise have had upon the said Sum of Five thousand Pounds *Irish* Currency specifically. Having already sufficiently provided for my Daughter *Maria Vereker* upon her Marriage, I bequeath her the Sum of Fifty Pounds to purchase some Trifle as a Token of my invariable Love and Affection for her; I also bequeath to my Daughter *Isabella* Five thousand Pounds Sterling, and to my Daughter *Henrietta* Five thousand Pounds Sterling, and to my Daughter *Jubiana* Five thousand Pounds Sterling, as and for their Portions respectively, to be paid them at their respective Ages of Twenty-five Years or Days of Marriage, and in case any One or more of them should marry without the previous written Consent of their Mother, if she should be then living, or, if not, of my Executor, then I leave to each of them so offending One Moiety only of the Portion herein-before bequeathed,

[*Private.*]

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" and

Will of
Viscount
Guillamore,
dated 2d
July 1836.

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“ and I direct that the remaining Moiety shall be divided amongst
 “ my younger Sons equally, and in case any One or more of my
 “ said Daughters shall die under the Age of Twenty-five Years
 “ and unmarried, then I desire that the Portion or Portions of such
 “ One or more so dying shall sink into my Personal Estate. I also
 “ bequeath to my Sister *Martha* the Sum of Two thousand Pounds
 “ Sterling, late *Irish* Currency. I do hereby devise all my Estate
 “ in the Lands of *Drumtrasna* in the County of *Limerick* to my
 “ Second Son *Waller O'Grady* and his Heirs for ever; I give and
 “ devise all my Estate in the Lands of *Arderine* in the said County
 “ of *Limerick* to my Third Son *Richard O'Grady*, his Heirs and
 “ Assigns for ever; I give and devise to my Fourth Son *William*
 “ *O'Grady*, his Heirs and Assigns for ever, all my Estate in the
 “ Lands of *Upper Grange* and *Danganbeg* in the said County of
 “ *Limerick*; I also devise all my Estate in the Lands of *Walshstown*
 “ and *Ballinakillebeg* in said County to my Fifth Son *John O'Grady*
 “ and his Heirs for ever; I also devise all my Estate in the Lands
 “ of *Lisinisky* in said County to my Sixth Son *Thomas O'Grady*
 “ and his Heirs for ever; the said several Devisees to be entitled
 “ respectively to all Arrears due on said Lands at the Time of my
 “ Decease. I also devise to my Son *Waller* all my Interest in the
 “ Lease now subsisting of my House in *Dublin*, and I bequeath to
 “ him the Law Books and Furniture therein. I also bequeath to
 “ my dear Wife her own Library, Carriages, Carriage Horses, Musical
 “ Instruments, and such Articles of Plate, Linen, and Furniture as
 “ she may select, together with a Sum of Five hundred Pounds
 “ Sterling to be paid her immediately after my Decease. I further
 “ bequeath to my dear Wife One Annuity or yearly Rentcharge of
 “ One thousand Pounds Sterling, payable half-yearly during her
 “ natural Life; in lieu and in discharge of the Jointure provided for
 “ her by our Marriage Settlement, and of all other Claims whatso-
 “ ever, and I do hereby charge the said Annuity of One thousand
 “ Pounds upon the Estates herein devised to my eldest Son. I do
 “ hereby further give and devise to my Daughter-in-law *Gertrude*
 “ *Jane O'Grady*, Wife of my eldest Son *Standish O'Grady*, for and
 “ during her natural Life, One Annuity or yearly Rentcharge of
 “ Two hundred Pounds Sterling, to commence from and after the
 “ Decease of my said Son in case she shall survive him, and to be
 “ paid and payable to her over and above and in addition to the
 “ Jointure already provided for her by her Marriage Settlement,
 “ and at and upon the same Days and Times at which the said
 “ Jointure is by the said Settlement to be payable, the said Annuity
 “ or yearly Rentcharge of Two hundred Pounds to be charged and
 “ chargeable upon and issuing out of the Lands, Tenements, and
 “ Estates hereby devised to the Use of my said Son *Standish O'Grady*,
 “ and to be recovered by all the Ways and Means provided by the
 “ said

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“ said Settlement for the Recovery of the said Jointure thereby
“ limited to the said *Gertrude Jane O'Grady*. And I further charge
“ the said last-mentioned Lands and Estates hereby devised to the
“ said *Standish O'Grady* with the Sum of Five thousand Pounds,
“ over and above and by way of additional Portions and Provision
“ for the younger Children or Child of my said Son *Standish O'Grady*,
“ to be vested and payable in all respects in the same Manner, Times,
“ and Conditions as the Sum of Ten thousand Pounds is by the said
“ Settlement of my said eldest Son charged upon the Estates therein
“ mentioned. And, subject to and chargeable with the said Annuities
“ of One thousand Pounds and Two hundred Pounds, and with said
“ additional Provision of Five thousand Pounds, I do hereby give,
“ devise, and bequeath to my Son-in-law the Honourable *John*
“ *Prendergast Vereker* and to *Henry O'Grady* of *Grangè*, Esquire,
“ their Heirs and Assigns, all and singular my Real and Freehold
“ Estates and Lands not herein-before particularly disposed of,
“ subject, however, to the said respective Annuities of One thousand
“ Pounds and Two hundred Pounds, to, for, and upon the several
“ Uses and for the Intents and Purposes following; that is to say,
“ to the Use of my eldest Son *Standish O'Grady* for and during
“ his natural Life; and from and after the Determination of that
“ Estate by Forfeiture or otherwise during the Life of my said Son,
“ to the Use of the said *John Prendergast Vereker* and *Henry*
“ *O'Grady*, their Heirs and Assigns, for and during the Life of the
“ said *Standish O'Grady*, in trust for preserving the contingent
“ Limitations herein-after contained from being defeated or destroyed,
“ and for that Purpose to make Entries and bring Actions as the
“ Case may require, but in trust nevertheless to permit and suffer
“ my said Son *Standish O'Grady* and his Assigns during his Life
“ to have and receive the Rents, Issues, and Profits of the said devised
“ Estates; and from and after the Decease of the said *Standish*
“ *O'Grady*, then to the Use of my Grandson, the said *Standish* the
“ younger, for and during his natural Life; and from and after the
“ Determination of that Estate by Forfeiture or otherwise in the Life-
“ time of the said *Standish O'Grady* the younger, to the Use of the
“ said *John Prendergast Vereker* and *Henry O'Grady* and their Heirs
“ during the Life of the said *Standish O'Grady* the younger, in
“ trust to preserve the contingent Estates herein-after devised from
“ being defeated or destroyed, and for that Purpose to make Entries
“ and bring Actions as the Case may require, but in trust never-
“ theless to permit and suffer the said *Standish O'Grady* the younger
“ and his Assigns during his Life to have and receive the Rents,
“ Issues, and Profits of the said Estates; and from and after the
“ Decease of the said *Standish O'Grady* the younger, to the Use of
“ the First Son of the Body of the said *Standish O'Grady* the younger
“ lawfully begotten, and the Heirs Male of the Body of such First
“ Son,

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“ Son, and for default of such Heirs Male then to the Second and
 “ every succeeding Son of the Body of the said *Standish O'Grady*
 “ the younger, and the Heirs Male of his and their Body and Bodies
 “ lawfully issuing, the elder of such Sons and the Heirs Male of his
 “ Body to be always preferred to and to take before the younger
 “ of such Sons and the Heirs Male of his and their Body and Bodies;
 “ and for default of such Issue to the Use of *Paget Standish O'Grady*,
 “ Second Son of my eldest Son *Standish O'Grady*, and his Assigns,
 “ for and during the natural Life of the said *Paget Standish O'Grady*;
 “ and from and after the Determination of that Estate by Forfeiture
 “ or otherwise in the Lifetime of the said *Paget Standish O'Grady*,
 “ to the Use of the said *John Prendergast Vereker* and *Henry O'Grady*
 “ and their Heirs during the Life of the said *Paget Standish O'Grady*,
 “ in trust to preserve the contingent Estates herein-after devised
 “ from being defeated or destroyed, and for that Purpose to make
 “ Entries and bring Actions as the Case may require, but in trust
 “ nevertheless to permit and suffer the said *Paget Standish O'Grady*
 “ and his Assigns during his Life to have and receive the Rents,
 “ Issues, and Profits of the said Estates; and from and after the
 “ Decease of the said *Paget Standish O'Grady*, to the Use of the
 “ First Son of the Body of the said *Paget Standish O'Grady* lawfully
 “ begotten, and the Heirs Male of the Body of such First Son, and
 “ for default of such Issue then to the Use of the Second and every
 “ succeeding Son of the said *Paget Standish O'Grady* and the Heirs
 “ Male of his and their Body and Bodies lawfully issuing, the elder
 “ of such Sons and the Heirs Male of his and their Body and Bodies
 “ to be always preferred and take before the younger of such Sons
 “ and the Heirs Male of his and their Body and Bodies, and for
 “ Default of such Issue then to the Use of my Second Son *Waller*
 “ *O'Grady* for and during his natural Life; and from and after the
 “ Determination of that Estate by Forfeiture or otherwise during the
 “ Life of my said Second Son, to the Use of the said *John Prendergast*
 “ *Vereker* and *Henry O'Grady*, their Heirs and Assigns, for and during
 “ the natural Life of the said *Waller*, in trust for preserving the
 “ contingent Limitations herein-after contained from being defeated
 “ or destroyed, and for that Purpose to make Entries and bring
 “ Actions as the Case may require, but in trust nevertheless to
 “ permit and suffer my said Son *Waller* and his Assigns during his
 “ Life to have and receive the Rents, Issues, and Profits of the said
 “ devised Estates; and from and after the Decease of the said *Waller*,
 “ then to the Use of my Grandson *Standish* the Son of *Waller* for
 “ and during his natural Life; and from and after the Determination
 “ of that Estate by Forfeiture or otherwise in the Lifetime of the
 “ said *Standish* the Son of *Waller*, to the Use of the said *John*
 “ *Prendergast Vereker* and *Henry O'Grady* and their Heirs during
 “ the Life of the said *Standish* the Son of *Waller*, in trust to
 “ preserve

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“ preserve the contingent Estates herein-after devised from being
 “ defeated or destroyed, and for that Purpose to make Entries and
 “ bring Actions as the Case may require, but in trust nevertheless
 “ to permit and suffer the said *Standish* the Son of *Waller*, and his
 “ Assigns, during his Life, to have and receive the Rents, Issues, and
 “ Profits of the said Estates; and from and after the Decease of the
 “ said *Standish* the Son of *Waller*, to the Use of the First Son of
 “ the Body of the said *Standish* lawfully begotten, and the Heirs
 “ Male of the Body of such First Son, and for default of such Heirs
 “ Male then to the Second and every succeeding Son of the Body
 “ of the said *Standish* the Son of *Waller*, and the Heirs Male of
 “ his and their Body and Bodies lawfully issuing, the elder of such
 “ Sons and the Heirs Male of his Body to be always preferred to
 “ and to take before the younger of such Sons and the Heirs Male
 “ of his and their Body and Bodies, and for default of such Issue
 “ then, subject as aforesaid, to the Use of my Third, Fourth, Fifth,
 “ and Sixth Sons, and the Heirs Male of their Bodies respectively,
 “ and for default of such Issue to my own right Heirs for ever;
 “ provided always, and my Will is, that if my said Son *Standish*
 “ *O'Grady* shall die leaving his eldest Son a Minor, the said *John*
 “ *Prendergast Vereker* and *Henry O'Grady*, their Heirs and Assigns,
 “ shall, during the Minority of such eldest Son or of any other Son
 “ of the said *Standish O'Grady* who may by virtue of the aforesaid
 “ Limitations become entitled to the said Estates, receive the whole
 “ of the Rents, Issues, and Profits thereof, and pay thereout for the
 “ Maintenance and Education of such Minor Son so entitled any
 “ Sum they may deem sufficient, not exceeding Three hundred
 “ Pounds in One Year, and for the Maintenance and Education of
 “ any younger Children of my said Son *Standish O'Grady* any Sum
 “ they may deem sufficient, not exceeding One hundred and fifty
 “ Pounds in One Year for each Child, and shall from Time to Time
 “ and once a Year at least vest the Residue of such Rents, Issues,
 “ and Profits in Government Securities so as to accumulate and to
 “ apply the Produce of such Accumulation as Occasion may offer
 “ to and in the Purchase of Fee Simple Estates in the County of
 “ *Limerick*, which Estates when so purchased shall be conveyed to
 “ and vested in the said *John Prendergast Vereker* and *Henry O'Grady*,
 “ their Heirs and Assigns, to and for the Uses and Purposes herein-
 “ before and after specified as to the Estates hereby devised to my Son
 “ *Standish O'Grady*. And my Will further is that in case my said
 “ Son *Standish O'Grady* shall survive his present Wife he shall
 “ have the Power, and I hereby authorize him, to charge all and
 “ singular the said Estates hereby devised to him with such annual
 “ Sum as he shall think fit for the Jointure of any Wife whom he
 “ shall afterwards marry, not exceeding One hundred Pounds a
 “ Year for every One thousand Pounds which he shall receive as a

[*Private.*]

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“ Marriage

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“ Marriage Portion with such Wife, and also to charge the said
 “ Estates with such Sum, not exceeding the Sum of Five thousand
 “ Pounds, as he shall think proper for any younger Child or Children
 “ of him the said *Standish O'Grady* by any after-taken Wife. And
 “ I do hereby further authorize and empower my said Grandson
 “ *Standish O'Grady* the younger, and also every Person to whom
 “ after him any Estate for Life is hereby limited, to charge the said
 “ Estates with such annual Sum as he shall think fit by way of
 “ Jointure for any Wife he shall marry, not exceeding One hundred
 “ Pounds a Year for every One thousand Pounds which he shall
 “ receive as a Marriage Portion with such Wife, and also with such
 “ Sum, not exceeding Ten thousand Pounds, as he shall think proper,
 “ as a Provision for any younger Child or Children of such Mar-
 “ riage; provided always, that my said Son *Standish O'Grady*, and
 “ all and every my said Devisees and their Issues, as and when they
 “ shall severally and successively be entitled in possession as afore-
 “ said to the said Estates, and also for the said *John Prendergast*
 “ *Vereker* and *Henry O'Grady* as Trustees as aforesaid, and the
 “ Survivor of them, and the Heirs, Executors, and Administrators
 “ of such Survivor, during the Minority of such Sons as aforesaid
 “ who for the Time being shall be entitled as aforesaid, and their
 “ Issue, from Time to Time, by Indenture or Indentures to be sealed
 “ and delivered by them respectively in the Presence of and attested
 “ by Two or more credible Witnesses, to grant, demise, or lease all
 “ or any of the said Lands or Premises to any Person or Persons for
 “ any Term of Years not exceeding Twenty-one Years, in possession,
 “ but not in reversion or by way of future Interest, so as by every
 “ such Grant, Demise, or Lease there be reserved and made payable
 “ during the Continuance thereof, to be incident to and go along with
 “ the Reversion or Remainder of the Premises immediately expectant
 “ on the Determination of such Grant, Demise, or Lease, the best
 “ and most improved Rent or Rents that can be reasonably had or
 “ obtained for same, without taking any Fine, Premium, or Foregift
 “ for or in respect of the making thereof, and so as none of the
 “ Grantees or Lessees to whom such Grants, Demises, or Leases shall
 “ be made be by any Clauses or Words therein contained freed from
 “ Impeachment of or made dispunishable for Waste, and so as in every
 “ such Grant, Demise, or Lease there be contained a Clause of Re-
 “ entry in case the Rent thereby reserved be behind or unpaid for
 “ the Space of Twenty-one Days, and so that the Grantees or Lessees
 “ of any such Leases do seal and deliver Counterparts of the same
 “ respectively. I also bequeath to my Son *Standish* all my Stock,
 “ Furniture, and Arrears of Rent not herein previously disposed of.
 “ All the Rest, Residue, and Remainder of my Personal Fortune,
 “ whether consisting of Stock, Debentures, Money, Securities, or other-
 “ wise, I leave and bequeath to my Son *Waller*, the same to be charged
 “ with

Viscount Guillamore's Estates Act, 1864.

“ with Payment of all my Debts and Legacies, and I appoint him
 “ Executor of this my Will:” And whereas the said *Standish* Viscount
Guillamore died on or about the Twentieth Day of *April* One
 thousand eight hundred and forty, leaving his said Widow *Katherine*
Dowager Viscountess *Guillamore* and his said Son *Standish*
O'Grady, who thereupon became Second Viscount *Guillamore*,
 and also leaving the said *Gertrude Jane* Viscountess *Guillamore*,
 and his said Sons *Waller O'Grady*, *Richard O'Grady*, *William*
O'Grady, *John O'Grady*, and *Thomas O'Grady*, him surviving:
 And whereas the said alleged Will of the said *Standish* First
 Viscount *Guillamore* was proved by the said *Waller O'Grady*, the
 Executor therein named, in the Prerogative Court of *Ireland* on
 the Sixteenth Day of *May* One thousand eight hundred and forty:
 And whereas on or about the Thirty-first Day of *October* One
 thousand eight hundred and forty the said *Standish* Second Viscount
Guillamore instituted a Suit in the said Court to revoke the Probate
 of the said Will, and on the Twenty-ninth Day of *February* One
 thousand eight hundred and forty-four the said Court pronounced a
 Decree in favour of the Validity of the said alleged Will, and of every
 Part thereof: And whereas the said *Standish* Second Viscount
Guillamore appealed from the said Decree to the Court of Delegates
 in *Ireland*, consisting of the Honourable Mr. Justice *Crampton*, the
 Right Honourable Baron *Richards*, the Honourable Mr. Justice
Burton, *Mountifort Longfield*, Barrister and Doctor of Laws, and Sir
Thomas Staples Baronet, Barrister and Doctor of Laws, and on the
 Twenty-seventh Day of *January* One thousand eight hundred and
 forty-five the Majority of the said Court, that is to say, the said
 Mr. Justice *Crampton*, Baron *Richards*, and *Mountifort Longfield*,
 gave Judgment and Sentence, by which they reversed the Judgment
 of the said Court of Prerogative so far as the same established the
 Validity of the Devises and Bequests by the said Will made to the
 said *Waller O'Grady* and his Issue, and the Devises thereby made to
 the said *Richard O'Grady*, *William O'Grady*, *John O'Grady*, and
Thomas O'Grady respectively, and of the Appointment of the said
Waller O'Grady as Executor, but in other respects the said Court of
 Delegates confirmed the Judgment of the said Court of Prerogative:
 And whereas the said Mr. Justice *Burton* and Sir *Thomas Staples*
 did not concur in the Sentence of the Court of Delegates, but gave
 Judgment wholly affirming the said Judgment of the said Court of
 Prerogative: And whereas on the Eleventh Day of *April* One
 thousand eight hundred and forty-three the said *Standish* Second
 Viscount *Guillamore* exhibited his original Bill of Complaint (which
 was amended on the Twenty-first Day of *February* One thousand
 eight hundred and forty-four) in the Court of Chancery in *Ireland*
 against the said *Waller O'Grady* and *Standish O'Grady* his eldest
 Son, and the said *William O'Grady*, *Thomas O'Grady*, and *John*
O'Grady,

Viscount Guillamore's Estates Act, 1864.

*O'Grady, Richard O'Grady, the said Katherine Dowager Viscountess Guillamore, the said Gertrude Jane Viscountess Guillamore, the said Standish O'Grady and Paget Standish O'Grady, Sons of the said Second Viscount Guillamore, Isabella O'Grady, Wife of the said William O'Grady, the Right Honourable Viscount Gort, and Henry O'Grady, Defendants, thereby impeaching the said alleged Will of the said Standish First Viscount Guillamore, and praying that the Defendants might be restrained from setting up or relying on any outstanding Leases or temporary Bars on the Trials of the Ejectments therein mentioned, or that an Issue might be directed to try whether the said Standish First Viscount Guillamore died testate or intestate, or whether his said Freehold Estates were well devised by him by the said alleged Will of the Second Day of July One thousand eight hundred and thirty-six, and whether the said alleged Will, or any and what Part thereof, was the Will of the Deceased, and for consequential Relief: And whereas on the Twenty-fifth Day of May One thousand eight hundred and forty-four an Appearance was entered in the said Suit for the said Gertrude Jane Viscountess Guillamore and for the said Defendants Standish O'Grady and Paget Standish O'Grady (who were then Infants under the Age of Twenty-one Years) by Mr. Samuel Bradshaw Solicitor: And whereas by an Order of the Lord High Chancellor of Ireland, dated the Thirty-first Day of May One thousand eight hundred and forty-four, Standish Darby O'Grady of Dawson Street in the City of Dublin, Barrister-at-Law, was appointed Guardian ad litem for the Purpose of answering for and defending the Rights of the said Infant Defendants Standish O'Grady and Paget Standish O'Grady: And whereas on the Fourth Day of June One thousand eight hundred and forty-four the said Standish O'Grady and Paget Standish O'Grady, by their said Guardian, put in their Answer to the said Bill, and thereby stated among other things that they were Minors under the Age of Twenty-one Years, and they submitted their respective Rights and Interests to the Protection of the said Court: And whereas the said other Defendants in the said Suit respectively answered the said Bill, and by a Decree of the Lord High Chancellor of Ireland made in the said Cause, and dated the Thirtieth Day of January One thousand eight hundred and forty-five, it was ordered that the Parties should proceed to a Trial at Law in Her Majesty's Court of Common Pleas at the then ensuing Summer Assizes for the County of Limerick upon an Issue *Devisavit vel non*, and certain other Issues, whether the said Standish First Viscount Guillamore did by the said alleged Will of the Second Day of July One thousand eight hundred and thirty-six make the several Devises in the said alleged Will contained, and in the said Decree stated, and the said Defendants Waller O'Grady, Richard O'Grady, William O'Grady, Thomas O'Grady, John O'Grady, Katherine Dowager Viscountess*

Decree dated
30th Jan.
1845.

Viscount Guillamore's Estates Act, 1864.

Viscountess *Guillamore*, *Gertrude Jane Viscountess Guillamore*, *Standish O'Grady*, *Paget Standish O'Grady*, and *Isabella O'Grady* were directed to be Plaintiffs, and the said *Standish Second Viscount Guillamore* Defendant, in the said Issues: And whereas the said *James O'Grady*, the Brother of the said First Viscount *Guillamore*, died in the Lifetime of the said First Viscount, but, with the Assent of the Second Viscount and the said *Waller O'Grady*, the Family of the said *James O'Grady* took possession of the Lands devised to him by said alleged Will of Second Day of *July* One thousand eight hundred and thirty-six, and the Validity of the Title to the said Lands was not denied or questioned: And whereas the said Issues came on to be tried at the Summer Assize for the said County of *Limerick*, held on the Twenty-second Day of *July* One thousand eight hundred and forty-five, by Special Jury of the said County, before the Right Honourable *Maziere Brady*, then Lord Chief Baron of Her Majesty's Court of Exchequer in *Ireland*, and now Lord High Chancellor of *Ireland*, and after hearing the Evidence on both Sides the said Jury returned their Verdict that the said *Standish First Viscount Guillamore* did not, by the said Writing of the Second Day of *July* One thousand eight hundred and thirty-six, devise his said Freehold Estates mentioned in the said Issues, including the Lands and Premises herein-before and in the First Schedule hereto described, or devise in Manner and Form in the said Issues set forth, or any of them: And whereas on the First Day of *November* One thousand eight hundred and forty-five a Notice of Motion on behalf of the said Defendants, the Dowager Viscountess *Guillamore*, *Waller O'Grady*, *Richard O'Grady*, *William O'Grady*, *John O'Grady*, and *Thomas O'Grady*, was served on the said Plaintiff, and on the said Defendants *Gertrude Jane Viscountess Guillamore*, *Standish O'Grady*, *Paget Standish O'Grady*, and *Henry O'Grady*, that the said Verdict should be set aside and a new Trial directed: And whereas by his Certificate, dated the Twelfth Day of *November* One thousand eight hundred and forty-five, the said Lord Chief Baron certified to the said Lord High Chancellor of *Ireland* that the said Issues had been tried, and a Verdict returned in manner and to the effect aforesaid, and he further certified that Three of the Plaintiffs in the said Issues, namely, the said *Gertrude Jane Viscountess Guillamore*, *Standish O'Grady*, and *Paget Standish O'Grady*, appeared at the said Trial by separate Counsel and Attorney, but otherwise took no part therein: And whereas by certain Articles of Agreement dated the Fifth Day of *December* One thousand eight hundred and forty-five, and made or expressed to be made between the said *Standish Second Viscount Guillamore* of the one Part, and the said *Katherine Dowager Viscountess Guillamore*, *Waller O'Grady*, *Richard O'Grady*, *William O'Grady*, *John O'Grady*, and *Thomas O'Grady* of the other Part, reciting the said Suit in the Court of Chancery in *Ireland*, and the Trial of the said Issues, and that the said Parties thereto had

[*Private.*]

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served

Motion for
new Trial.

Judge's
Certificate
dated 12th
Nov. 1845.

Articles of
Agreement
dated 5th
Dec. 1845.

Viscount Guillamore's Estates Act, 1864.

served the said Notice of Motion for a new Trial of the said Issues, and further reciting that it had been agreed between the Parties thereto that such Notice of Motion should be withdrawn, and a Decree made in the said Suit as if the said Notice of Motion for a new Trial had not been served, and that in consideration thereof the said *Standish* Second Viscount *Guillamore* should covenant in manner therein-after provided with the said Parties thereto of the Second Part, it was by the said Articles now in recital witnessed, that in pursuance of said Agreement, and for the Considerations aforesaid, and in particular in consideration of such Withdrawal of said Notice of Motion for the said new Trial, and the Assent of the Parties thereto of the Second Part to a Decree as aforesaid, the said *Standish* Second Viscount *Guillamore*, for himself, his Heirs, Executors, and Administrators, did thereby covenant with them the said several Parties thereto of the Second Part, and by way of separate Covenant with each of them, his and her Heirs, Executors, Administrators, and Assigns, that he the said *Standish* Second Viscount *Guillamore*, his Heirs, Devisees, or Assigns, would with all convenient Speed duly secure to the said *Katherine* Vicountess *Guillamore* for her natural Life the annual Sum of One thousand Pounds Sterling by way of Rentcharge on the Estates which, in and by said Instrument of the Second Day of *July* One thousand eight hundred and thirty-six, were or purported to be charged with a Rentcharge of that Amount for her, the same to be in lieu of the Jointure provided for her by Settlement, and to be in bar of all Claim by her upon the Real or Residuary Personal Estate of the First Viscount *Guillamore*, and also would execute to each of them the said *Richard*, *William*, *John*, and *Thomas O'Grady* respectively a Mortgage of the Lands purported by said Instrument to be devised to each of them respectively, to secure to each of them respectively a Sum of Five thousand Pounds Sterling, with Interest reserved at the Rate of Five Pounds *per Centum per Annum*, but reducible to Four Pounds *per Centum per Annum* on Payment by half-yearly Gales within Two Months after due, but the said Principal Sums not to be payable unless the Second Viscount *Guillamore*, his Heirs or Assigns, should think proper sooner to pay off the same, for the Space of One Year from the Dates of said Mortgages respectively; and it was by the said Articles further witnessed that in pursuance of said Agreement, and for the Considerations aforesaid, it was mutually agreed between all the said Persons respectively Parties thereto that the said *Richard*, *John*, *William*, and *Thomas O'Grady* should assign or release to the said Lord *Guillamore* all Claim to or upon those Estates, save their Rights under the same Indenture, and the said *Waller O'Grady* should assign or release all the Estate, House, and Premises purporting to be devised to him, and the said *Waller O'Grady*, *Richard O'Grady*, *John O'Grady*, *William O'Grady*, and *Thomas O'Grady* should in like Manner release and assign all other Interests purporting

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Viscount Guillamore's Estates Act, 1864.

to be devised to them respectively, and all other Claims to or upon the Real Estates of the First Viscount *Guillamore* deceased, or any Part thereof, save the Rights of said *Richard, John, William, and Thomas* under the Articles of Agreement now in Statement, including the Five thousand Pounds in the Settlement of One thousand seven hundred and ninety, and also all Claim in or upon the Personal Estate of the said late Lord *Guillamore*, whether by way of Share under the Statute of Distributions or otherwise howsoever, including and comprising as Part of the said Personal Estate Lord *Gort's* Mortgage, and all other Securities taken by or in the Name of the said *Waller O'Grady*, and the Money lodged for the Purchase of the said *Thomas O'Grady's* Majority, Possession of the said Lands, House, or Premises aforesaid, purporting to be devised to said *Waller, Richard, John, William, and Thomas* respectively, to be forthwith delivered to Lord *Guillamore*; that the Accounts between the said *Waller O'Grady* and the said Second Viscount *Guillamore* touching the Personal Estate of the late Lord or otherwise should be taken by Messrs. *George Bennett, Q. C.*, and *Richard Moore, Q. C.*, for which Purpose the said *Waller O'Grady* should execute a proper and formal Deed of Submission, referring the said Accounts to Arbitrators, with Power to them to call in a Third Person either as joint Arbitrator or sole Umpire, and giving to them all Powers of the Chancellor and Master in respect of the taking of said Accounts, Examination of Parties as Witnesses, and Production of Documents, and of directing Payment of any Balance if due by him; provided that if in taking such Account the said *Waller O'Grady* should claim any Credit, and Mr. *Bennett* and Mr. *Moore* should think he was in justice entitled thereto, they should be at liberty to allow the same without being bound by the strict Rules of a Court of Law or Equity; that the Second Viscount *Guillamore* should release his Brothers from all Claim for all Rent of the said Lands and Premises received by them from the Death of the late Lord up to the Date of reciting Articles; that all other Litigation should cease, save so far as might be necessary for carrying the now-reciting Presents into effect, and that the Verdict should stand, and the Decree be taken thereon as aforesaid; that if any Dispute or Disagreement should arise as to the Preparation of the Parties to or the Form of any Deed or Deeds which should be required for carrying into effect the Purposes aforesaid (or any of them), including the said Deed of Submission, the same should be settled by Messrs. *Moore* and *Bennett*; that if Messrs. *Moore* and *Bennett* should differ, they should have Power to call in a Third Person as Umpire; that the Costs of the said Mortgages to secure Five thousand Pounds each should be borne by the younger Brothers respectively; that all Parties respectively should bear their own Costs in the said Cause and the Issue, and that the said Indenture or Articles should be duly registered: And whereas the said Articles were duly registered in the Registry Office
in

Viscount Guillamore's Estates Act, 1864.

Final Decree
dated 6th
Dec. 1845.

in the City of *Dublin* on the Third Day of *February* One thousand eight hundred and forty-six : And whereas the said Cause was heard on further Directions on the Sixth Day of *December* One thousand eight hundred and forty-five, and by a Decree of that Date made by the said then Lord High Chancellor of *Ireland* in the said Cause, after reciting the said Decree of the Thirtieth Day of *January* One thousand eight hundred and forty-five, and the said Verdict, the said Decree proceeded as follows : “ And this Cause coming on this
 “ present Day to be heard before his Lordship on the Judge’s Cer-
 “ tificate for further Directions in the Presence of Counsel learned
 “ on both Sides, upon opening and Debate of the Matter, and
 “ hearing the Decree bearing Date the Thirtieth Day of *January*
 “ One thousand eight hundred and forty-five, as also the Judge’s
 “ Certificate bearing Date the Twelfth Day of *November* One
 “ thousand eight hundred and forty-five, read, and what was alleged
 “ by the said Counsel and the Defendants *Waller O’Grady, Richard*
 “ *O’Grady, William O’Grady, John O’Grady, Thomas O’Grady,* and
 “ the Dowager Viscountess *Guillamore*, who were Plaintiffs in the
 “ said Issues, having withdrawn the Notice of Motion served by
 “ them to set aside the said Verdict and for a new Trial of the
 “ said Issues, and having consented to be bound by the said Verdict,
 “ and that a Decree should be made in pursuance thereof accordingly,
 “ his Lordship doth declare (all Parties consenting thereto) that
 “ the said several Devises so expressed to be made in and by the
 “ said Paper Writing, and every of them respectively, are void ; and
 “ it is ordered and decreed that the said Defendants respectively
 “ be restrained from setting up any Title or Claim founded upon
 “ the said Paper Writing to or upon the several Estates therein men-
 “ tioned, or which are in question in the Cause, or any of them ; and
 “ it is further ordered and decreed that the said Defendants *Waller*
 “ *O’Grady, Richard O’Grady, William O’Grady, John O’Grady,*
 “ and *Thomas O’Grady* respectively do forthwith deliver up to the
 “ said Plaintiff the Right Honourable *Standish Viscount Guillamore*
 “ the Possession of all such of the Lands and Premises in the said
 “ Paper Writing mentioned as are in their Possession respectively ;
 “ and it is further ordered and decreed that they be restrained from
 “ further receiving the Rents and Profits of the said Lands and
 “ Premises respectively ; and it is further ordered that the said De-
 “ fendants do respectively deliver up on Oath to the said Plaintiff,
 “ within Ten Days after being served with a Copy of this Decree
 “ for that Purpose, all Title Deeds, Documents, and Writings in
 “ their Possession, Power, or Procurement respectively evidencing
 “ or relating to the Title to the said Lands and Premises respec-
 “ tively, or any Part thereof :” And whereas the said *Standish*
O’Grady and the said *Paget Standish O’Grady*, Sons of the said
 Second Viscount *Guillamore*, did not appear by Counsel at the
 Hearing of the said Cause on the Sixth Day of *December* One
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Viscount Guillamore's Estates Act, 1864.

thousand eight hundred and forty-five: And whereas upon or shortly after the making of the said Decree the said *Standish* Second Viscount *Guillamore* entered into Possession or Receipt of the Rents and Profits of the said Lands and Premises herein-before described as Heir-at-Law of his said Father, the First Viscount *Guillamore*, and he continued in such Possession or Receipt until his Death: And whereas by Two several Indentures dated respectively the Eleventh Day of *November* One thousand eight hundred and forty-six, one made between the said *Richard O'Grady* of the First Part, the said *Standish* Second Viscount *Guillamore* of the Second Part, and the other made between the said *Standish* Second Viscount *Guillamore* of the First Part and the said *Richard O'Grady*, his Brother, of the other Part, reciting the said Decree of the Thirtieth Day of *January* One thousand eight hundred and forty-five, the said Verdict, the said Notice of Motion, the said Articles of Agreement of the Fifth Day of *December* One thousand eight hundred and forty-five, and the said Decree of the Sixth Day of *December* One thousand eight hundred and forty-five in pursuance of the said Agreement, the said *Richard O'Grady* conveyed the said Lands of *Arderine*, so devised to him as aforesaid, to the said *Standish* Second Viscount *Guillamore*, his Heirs and Assigns for ever; and the said Second Viscount *Guillamore* reconveyed the same Lands to the said *Richard O'Grady* by way of Mortgage for securing to him the Sum of Five thousand Pounds so agreed to be secured to him by the said Articles of Agreement, with Interest thereon; and by Three similar Sets of Deeds, dated respectively the said Eleventh Day of *November* One thousand eight hundred and forty-six, the said Lands of *Upper Grange* and *Danganbeg* so devised to the said *William O'Grady* by the said alleged Will of the Second Day of *July* One thousand eight hundred and thirty-six, and the said Lands of *Lisinisky* so devised to the said *Thomas O'Grady*, and the said Lands of *Walshstown* and *Ballinakillebeg* so devised to the said *John O'Grady* as aforesaid, were by the said last-mentioned Devisees respectively conveyed to the said Second Viscount *Guillamore*, and by him reconveyed to such Devisees, respectively by way of Mortgage, for securing to them respectively the Sum of Five thousand Pounds and Interest: And whereas the said *Standish* Second Viscount *Guillamore* died on the Twenty-second Day of *July* One thousand eight hundred and forty-eight, intestate, leaving his Widow the said *Gertrude Jane* Viscountess *Guillamore*, the said *Standish O'Grady* his eldest Son, who thereupon became Third Viscount *Guillamore*, the said *Paget Standish O'Grady* his Second Son, and his said other Eight younger Children, and on the Thirty-first Day of *August* One thousand eight hundred and forty-eight Letters of Administration to his Estate and Effects were granted to his said Widow by the Prerogative Court of *Ireland*: And whereas the said *Standish* Third Viscount *Guillamore* attained his Age of Twenty-

Indentures
dated 11th
Nov. 1846.

[Private.]

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Viscount Guillamore's Estates Act, 1864.

one Years on the Eighth Day of *July* One thousand eight hundred and fifty-three: And whereas on or about the Twenty-third Day of *July* One thousand eight hundred and fifty-three the said *Standish* Third Viscount *Guillamore* was married to *Adelaide Blennerhassett*, now *Adelaide* Viscountess *Guillamore*, and by Articles of Agreement dated the said Twenty-third Day of *July* One thousand eight hundred and fifty-three, and made previously to the said Marriage between the Third Viscount *Guillamore* of the First Part, the said *Adelaide Blennerhassett* of the Second Part, and the Honourable *Robert Tilson Fitzmaurice Deane*, since deceased, and the Honourable *John Prendergast Vereker*, of the Third Part, after reciting, among other things, that the said *Standish* Third Viscount *Guillamore* was seised and possessed of certain Lands therein described, being the Hereditaments and Premises herein-before described, and that the said Hereditaments had descended to him as Heir-at-Law of his Father the Second Viscount *Guillamore*, who had also as Heir-at-Law succeeded the First Viscount *Guillamore*, and also reciting a Deed dated the Twenty-second Day of *July* One thousand eight hundred and fifty-three, and made between the said *Standish* Third Viscount *Guillamore* of the one Part, and the said *Robert Tilson Fitzmaurice Deane* and *William Croker* of the other Part, being a Conveyance to the said Parties thereto of the Second Part by the said Viscount of all his Estates in the Counties of *Cork* and *Limerick*, upon trust, by Sale or Mortgage, to raise Money for Payment of the Incumbrances specified in the Schedule thereto, it was by the said Articles witnessed that for the Considerations therein mentioned the said Third Viscount *Guillamore* covenanted with the said Parties thereto of the Third Part that subject and without Prejudice to the said Deed of the Twenty-second Day of *July* One thousand eight hundred and fifty-three, and the Trusts thereof, and the Debts and Liabilities thereby secured, he the said Viscount *Guillamore* should, in case the said Marriage should take place, settle and convey all his Estates in the Counties of *Cork* and *Limerick* to the Use that the said *Adelaide* Viscountess *Guillamore* should during the joint Lives of herself and the said Viscount be paid the yearly Sum of Two hundred and fifty Pounds by way of Pin Money; and, subject thereto and to a Term of Years for securing the Payment thereof, to the Use of the said Third Viscount *Guillamore* and his Assigns for his Life, and from and after his Death to the Use that the said *Adelaide* Viscountess *Guillamore* and her Assigns, in case she should survive him, should, as long as she should continue unmarried, receive during her Life an Annuity or yearly Sum of Eight hundred Pounds, but if she should marry again a yearly Sum of Five hundred Pounds for her Life from the Date of such Marriage, as and by way of Jointure; with the usual Powers of Distress and Entry for Recovery of the same Annuities in case the same should be in arrear, and, subject to the

said

Viscount Guillamore's Estates Act, 1864.

said Annuities, to the Use of Trustees for the Term of Five hundred Years upon the Trusts therein-after declared, and, subject as aforesaid, to the Use of the First and other Sons of the said Marriage in Tail Male, with Remainders to the Use of the Third Viscount *Guillamore* in Fee; and by the said Articles the Trusts of the said Term were declared to be to secure in the usual Manner the said Jointure thereby provided for the said *Adelaide* Viscountess *Guillamore*, and further to secure and raise in the usual Manner, by Sale or Mortgage of the said Lands, or a competent Part thereof, the Sum of Ten thousand Pounds for the Portions of the Children of the said Marriage, other than an eldest or only Son, with Power to the said Viscount *Guillamore* by Deed or Will to appoint the same among such Children as he should think fit, and upon further Trust to raise such further Sums, not exceeding the Sum of Ten thousand Pounds, as he should by Deed or Will appoint, to be an additional Portion for such Children, other than an eldest or only Son, as aforesaid; and by the said Articles it was agreed that in case at the Death of the said *Katherine* Dowager Viscountess *Guillamore* the said Mrs. *Berkeley Paget* should be then living, the said Third Viscount *Guillamore*, or the Person then in possession of the said Estates, should, during the Life of the said Mrs. *Paget*, pay to the said *Gertrude Jane* Viscountess *Guillamore* One Annuity of Five hundred Pounds for the Benefit of the younger Brothers and Sisters of the Third Viscount: And whereas no Settlement was executed pursuant to the said Articles: And whereas there was Issue of the said Marriage between the said Third Viscount *Guillamore* and *Adelaide Blennerhasset* One Daughter, the Honourable *Cecilia O'Grady*, and One Son who died in the Lifetime of the said Third Viscount *Guillamore*, an Infant under the Age of Twenty-one Years, and no other Child: And whereas the said *Katherine* Dowager Viscountess *Guillamore* died in the Year One thousand eight hundred and fifty-three: And whereas by an Indenture of Mortgage dated the Sixteenth Day of *August* One thousand eight hundred and fifty-five, and made between the said *Robert Tilson Fitzmaurice Deane* by his then Name of *Robert Tilson Fitzmaurice Deane Morgan*, and the said *William Croker* by the Name of *William Ryves Croker*, of the First Part, the said *Standish* Third Viscount *Guillamore* of the Second Part, *William Waller* and *Standish Darby O'Grady* of the Third Part, *Hayes O'Grady* of the Fourth Part, *Martha O'Grady* Spinster, of the Fifth Part, and Sir *Alexander Ramsay* Baronet, *George Foster St. Barbe*, *William Alexander Mackinnon*, and *Lawrence Peel*, of the Sixth Part, in consideration of Thirty thousand Pounds paid by the said Parties thereto of the Sixth Part as therein mentioned, the said *Robert Tilson Fitzmaurice Deane Morgan*, *William Ryves Croker*, and *Standish* Third Viscount *Guillamore* conveyed or purported to convey the said Lands and Premises herein-before described to the said Parties thereto of the Sixth Part by way of Mortgage for securing the

Repayment

Indenture
dated 16th
Aug. 1855.

Viscount Guillamore's Estates Act, 1864.

Repayment of the Sum of Thirty thousand Pounds and Interest: And whereas Part of the said Sum of Thirty thousand Pounds was applied in paying off the said Four several Principal Sums of Five thousand Pounds secured by the said recited Indentures of the Eleventh Day of *November* One thousand eight hundred and forty-six; and by Four several Indentures, Three of which bear Date the Sixteenth Day of *August* One thousand eight hundred and fifty-five, and One of which bears Date the Thirteenth Day of *August* One thousand eight hundred and fifty-five, the said Principal Sums and the Interest and the Securities for the same were assigned and conveyed unto the said Sir *Alexander Ramsay* Baronet, *George Foster St. Barbe*, *William Alexander Mackinnon*, and *Lawrence Peel*: And whereas the said *Sophia Paget* survived her Husband, the said *Berkeley Paget*, and died in the Year One thousand eight hundred and fifty-nine: And whereas the Portion or Share of the said *Gertrude Jane* Dowager Viscountess *Guillamore* of and in the Trust Funds comprised in the said herein-before recited Indenture of Settlement of the Thirteenth Day of *November* One thousand eight hundred and four was in the Year One thousand eight hundred and fifty-nine ascertained to amount to the Sum of Six thousand six hundred Pounds, being less than the Sum of Ten thousand Pounds by the Sum of Three thousand four hundred Pounds, which last-mentioned Sum, by virtue of the Covenant of the said First and Second Viscounts *Guillamore* contained in the said recited Settlement of the Sixteenth Day of *October* One thousand eight hundred and twenty-eight, became a Charge on such of the Lands and Premises herein-before described as were comprised in the same Settlement: And whereas the said *Standish* Third Viscount *Guillamore* duly made his last Will and Testament and a Codicil thereto in Writing, dated respectively the Eighth Day of *August* One thousand eight hundred and fifty-seven, and the Fifth Day of *April* One thousand eight hundred and fifty-nine, and by his said Will, after revoking all former Wills made by him, and reciting the said Marriage Articles of the Twenty-third Day of *July* One thousand eight hundred and fifty-three, and that he was desirous to provide for his said Daughter *Cecilia O'Grady*, and to make up his said Wife's said Annuity or Jointure to the Sum of Two thousand Pounds a Year, whether or not she should marry after his Decease, and that he was also desirous to make other Provisions for his said Wife and for his Brother the said *Paget Standish O'Grady* as therein-after and herein-after mentioned, the said Testator gave and bequeathed certain specific Parts of his Personal Estate to or for the Benefit of his said Wife and Daughter as therein mentioned, and the said Testator thereby gave and devised all the Lands comprised in the said Marriage Settlement, and all his Estate and Remainder in Fee therein, unto and to the Use of his Trustees *David Vandeleur Roche* of *Carass*, and *William Ryves Croker* of *Alston*, both in the County of *Limerick*, Esquires, their

Will and
Codicil of
Third Vis-
count, dated
8th August
1857 and
5th April
1859.

Viscount Guillamore's Estates Act, 1864.

their Heirs, Executors, Administrators, and Assigns, according to the Tenure thereof upon the Trusts following; that is to say, as to and concerning the said Mansion House, Offices, Garden, Pleasure Grounds, Farm, Offices, and Forge of *Rockbarton*, together with the Fields adjoining the same, called the *Lawn, Whitehall, Churchfield, Haysfield, Big Paddock Garden Field, Weeks Paddock*, and *Crag*, and which were then in his own Occupation, in trust to permit his said Wife during her Life, or until his said Daughter *Cecilia* should attain the Age of Twenty-one Years or marry under that Age, to occupy the same as her Residence, she keeping the said House insured against Fire to the full Value thereof in the Names of his said Trustees, and also keeping it in tenantable Repair, and paying the Taxes and other Outgoings affecting the said House and Lands; and from and after the Death of his said Wife, or the Majority or Marriage of his said Daughter, whichever of the said Three Events should first happen, in trust for his Daughter *Cecilia O'Grady*, her Heirs, Executors, Administrators, and Assigns, subject to the executory Limitations over therein-after contained; and as to and concerning all the other Lands comprised in his said Marriage Settlement, save the said House, Garden, Pleasure Grounds, and Offices of *Rockbarton*, and the therein-before mentioned Fields adjoining the same, the said Testator directed his said Trustees to stand possessed of the same upon and for the Trusts and Purposes following; that is to say, upon trust to permit and suffer his said Wife, whether she should be a Widow or married, to receive and take out of the Rents and Profits of said Lands in each and every Year during her Life, in addition to the Jointure that should be for the Time being payable to her under his said Marriage Settlement, such Sum of Money as, together with the Jointure so payable to her for that Year under his said Marriage Settlement, should amount in each and every Year to the Sum of Two thousand Pounds, that is to say, the Sum of One thousand two hundred Pounds or One thousand five hundred Pounds, as the Case might be, the said additional Annuity thereby given to commence from his the said Testator's Decease in case he should die without Issue Male, or in case he should have Issue Male living at his Decease, then from the Failure of such Issue Male, and to be payable half-yearly, and if his said Wife should marry during the Continuance of said additional Annuity, the half-yearly Gale thereof that should be current at the Date of such Marriage should be paid in full according to the increased Rate, and a proportional Part of the said additional Annuity should be paid up to the Decease of his said Wife, and, subject to such additional Annuity of One thousand two hundred Pounds or One thousand five hundred Pounds, as the Case might be, in trust to permit and suffer his said Brother *Paget O'Grady* to receive and take out of the Rents and Profits of the said Lands during his Life

[*Private.*]

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Viscount Guillamore's Estates Act, 1864.

One Annuity of Five hundred Pounds *per Annum*, to commence from his the said Testator's Decease in case he should die without Issue Male, or in case he should leave Issue Male living at his Decease, then from the Failure of such Issue Male, and to be payable half-yearly, and a proportional Part of the said Annuity to be paid up to the Decease of the said *Paget O'Grady*; and, subject to the Annuities thus given to his said Wife and Brother, the said Testator directed his said Trustees to stand possessed of all the Lands comprised in his said Marriage Settlement, save the House, Offices, Garden, Pleasure Grounds, and Fields aforesaid, in trust only for his said Daughter *Cecilia O'Grady*, her Heirs, Executors, Administrators, and Assigns, according to the Tenure of the same, subject to the executory Limitation over therein-after contained; that is to say, in case his said Daughter should die under the Age of Twenty-one Years without leaving Issue living at her Decease, then and in such Case the said Testator directed his said Trustees from and after such Decease of his said Daughter to stand possessed of all the Lands comprised in his said Marriage Settlement, including the House, Garden, Pleasure Grounds, and Fields of *Rockbarton*, in trust for his said Brother *Paget O'Grady*, his Heirs, Executors, Administrators, or Assigns, according to the legal Nature of the same; and all his the said Testator's other, if any, Real and Personal Estate, and Effects, of what Nature or Kind soever, he thereby gave, devised, and bequeathed unto his said Daughter *Cecilia O'Grady*, her Heirs, Executors, Administrators, and Assigns absolutely; and the said Testator appointed his said Wife and the said *David Vandeleur Roche* Executrix and Executor of his said Will, with Power to compound Debts or settle Claims against or in favour of his, Testator's, Estate, and to retain and allow to each other the Expenses of executing his Will, and he constituted his said Executor and Executrix, and the Survivor of them after the Decease of the other of them, Guardians or Guardian of his said Daughter during her Minority: And whereas the said Codicil to the said Will was in the Words following: "Provided that my Brother *Paget* marries below "his Station I revoke the foregoing Bequest:" And whereas the said *Standish* Third Viscount *Guillamore* died on the Tenth Day of *April* One thousand eight hundred and sixty; leaving his said Wife *Adelaide* Viscountess *Guillamore* and his said Daughter *Cecilia*, and no other Issue, and also his Brother the said *Paget Standish O'Grady*, who thereupon became Fourth Viscount *Guillamore*, him surviving, and the said Will and Codicil of the said *Standish* Third Viscount *Guillamore* were proved by the said *Adelaide* Viscountess *Guillamore* and *David Vandeleur Roche* in the Court of Probate of *Ireland* on the Seventeenth Day of *May* One thousand eight hundred and sixty: And whereas by a Deed Poll dated the Thirty-first Day of *May* One thousand eight hundred and sixty the said *William Ryves Croker*

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Croker disclaimed all the Devises made by the said Will of the said Third Viscount *Guillamore*, and by an Order of the Court of Chancery in *Ireland*, dated the Fourteenth Day of *June* One thousand eight hundred and sixty-one, made in the Matter of the Trusts of the said Will, and of the Trustee Acts, 1850 and 1852, the Honourable *Dayrolles Blakeney de Moleyns* was appointed Trustee of the said Will in lieu of the said *William Ryves Croker*, and jointly with the said *David Vandeleur Roche*: And whereas by an Order dated the Eighth Day of *November* One thousand eight hundred and sixty-two, and made by the Right Honourable the Lord High Chancellor of *Ireland*, in the Matter of the Honourable *Cecilia O'Grady* a Minor, the said *Cecilia O'Grady* was made a Ward of the Court of Chancery in *Ireland*: And whereas *Jeremiah John Murphy* Esquire, the Master in the said Matter, made his Report, dated the Eighteenth and filed the Twenty-fifth Day of *August* One thousand eight hundred and sixty-three, and he set forth in the Second Schedule thereto the Particulars of the Real Estates to which the said Minor was entitled, and in the Third Schedule thereto the Charges and Incumbrances stated to affect the same: And whereas the Real Estates particularized in the said Second Schedule to the said Report comprise the Lands and Hereditaments herein-before described, together with certain other Lands which the said *Cecilia O'Grady* did and does not claim to be entitled to under the said Will of *Standish* First Viscount *Guillamore*: And whereas the Charges and Incumbrances specified in the said Third Schedule to the said Report comprised the said Mortgage of the Sixteenth Day of *August* One thousand eight hundred and fifty-five, and the other Incumbrances bearing Interest and mentioned in the First and Second Parts of the Second Schedule hereunto annexed, and also the said Annuity of Four hundred Pounds payable to the said *Gertrude Jane* Dowager Viscountess *Guillamore* by the said Marriage Settlement of the Sixteenth Day of *October* One thousand eight hundred and twenty-eight, and the said Jointure and Annuity payable to the said *Adelaide* Viscountess *Guillamore* by virtue of the said Marriage Articles of the Twenty-third Day of *July* One thousand eight hundred and fifty-three, and of the said Will of the said *Standish* the Third Viscount *Guillamore*, and the said Annuity so payable to the said *Paget Standish* the Fourth Viscount *Guillamore*, and no other Incumbrance: And whereas the said Charges and Incumbrances specified in the Third Schedule to the said Report are the only Incumbrances affecting or alleged to affect the said Lands and Hereditaments herein-before described: And whereas, upon the Petition presented for the Confirmation of the said Report, his Honour the Master of the Rolls made an Order dated the Twelfth Day of *November* One thousand eight hundred and sixty-three, whereby he directed that the said Petition should stand over, so far as it sought that the said Report be

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Viscount Guillamore's Estates Act, 1864.

be confirmed, until the Lord Chancellor should have made a Decree in the Cause Petition Matter next referred to: And whereas on the Seventeenth Day of *January* One thousand eight hundred and sixty-three the said *Paget Standish* Fourth Viscount *Guillamore* filed his Cause Petition under the Court of Chancery (*Ireland*) Regulation Act, 1850, (which was amended on the Twenty-fourth Day of *April* One thousand eight hundred and sixty-three,) against the said *Adelaide* Viscountess *Guillamore*, the said *Cecilia O'Grady*, the said *David Vandeleur Roche*, and *William Ryves Croker*, the said *Dayrolles Blakeney de Moleyns*, the said Brothers and Sisters of the said Petitioner, the said Mortgagees under the said Mortgage Deed of the Sixteenth Day of *August* One thousand eight hundred and fifty-five, and others, as Respondents thereto, stating, among other things, that Mr. *James Worrall* was the Solicitor for the said *Standish* Second Viscount *Guillamore*, and acted for him as his Solicitor in the said Suit of *Guillamore v. O'Grady*, and that the said Mr. *Samuel Bradshaw*, who was the nominal Solicitor of the said *Gertrude Jane* Viscountess *Guillamore* and her then Infant Sons, the said *Standish O'Grady* and the said Petitioner, was during the Years One thousand eight hundred and forty-three, One thousand eight hundred and forty-four, and One thousand eight hundred and forty-five, an Assistant in the Office of the said Mr. *James Worrall*, and stating Circumstances showing that the said Mr. *James Worrall* was in fact the Solicitor of the said *Gertrude Jane* Viscountess *Guillamore* and her said Sons in the said Suit, and that their Answer therein and other Proceedings on their Behalf were prepared and taken in his Office, and that the said *Standish Darby O'Grady*, the Guardian *ad litem* of the said *Standish O'Grady* and the said Petitioner in the said Suit, was never consulted by the said *James Worrall* or the said *Samuel Bradshaw*, nor was any Communication made to the said Guardian, on the Subject of the Defence of the said Suit, but that the said *James Worrall* acted on their Behalf as he thought fit, and charging that the said *James Worrall*, so far from supporting and defending the Rights of the said Petitioner, in fact abandoned such Rights, and further charging that the said Suit was in truth a Suit between the said Second Viscount *Guillamore* and the said *Waller O'Grady* and the other Brothers of the said Second Viscount *Guillamore*, and that the said Second Viscount *Guillamore* and the said *James Worrall* had in their Hands the entire Control of all Proceedings in the said Suit so far as regarded the said Petitioner and his Rights and Interests under the Will of the said *Standish* First Viscount *Guillamore*, and praying that it might be declared that the said Decree of the Sixth Day of *December* One thousand eight hundred and forty-five made in the said Suit to which the said *Standish* Second Viscount *Guillamore* was Plaintiff, and the said *Waller O'Grady* and others were Defendants, and all other Decrees, Orders, and Proceedings in the said Suit, were not,

nor

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nor were any of them, binding upon the said *Paget Standish* Fourth Viscount *Guillamore*, or his Issue Male, and that the said Petitioner might be declared entitled to take such Proceedings as he might be advised to recover the said Estates so devised to him as aforesaid, notwithstanding the said Decree of the Sixth Day of *December* One thousand eight hundred and forty-five, and notwithstanding that the said *Cecilia O'Grady* was a Ward of Court, and that the said Respondents, or such of them as ought so to be, might be restrained from giving in Evidence or relying on the said last-mentioned Decree or the said Verdict of the said Jury as against the said Petitioner in any Suit or Proceeding for the Recovery of the said Estates, or any Part thereof, and that the said Decree might be reversed and set aside for Errors apparent thereon: And whereas the said *Adelaide* Viscountess *Guillamore*, and the said *Cecilia O'Grady* by her said Mother and the said *David Vandeleur Roche*, her Guardians, and several of the other Respondents, duly filed answering Affidavits to the said Cause Petition, and the said Cause was set down to be heard in *Hilary* Term One thousand eight hundred and sixty-four: And whereas the said Cause Petition came on for hearing before the Right Honourable the Lord High Chancellor of *Ireland* on the Twelfth Day of *January* One thousand eight hundred and sixty-four in Presence of Counsel for the Petitioner and the said Respondents *Adelaide* Viscountess *Guillamore*, *Cecilia O'Grady*, and the other Respondents who had appeared in the said Suit, and the Case of the Petitioner having been stated, and the said *James Worrall* having been examined *vivâ voce* as a Witness, and the other Proofs having been given on behalf of the Petitioner, a Negotiation was entered into between the said *Paget Standish* Fourth Viscount *Guillamore* and the said *Adelaide* Viscountess *Guillamore*, and the said *Cecilia O'Grady* by her said Guardians, to terminate the Proceedings in the said Suit, and to arrange the Matters therein in dispute, which Negotiation resulted in the Execution of certain Articles of Agreement and Consent intituled in the said Cause Petition Matter, and dated the Twelfth Day of *January* One thousand eight hundred and sixty-four, and which were made between the said *Paget Standish* Viscount *Guillamore* of the First Part, the said *Adelaide* Viscountess *Guillamore* of the Second Part, and the said *Cecilia O'Grady* by the said *Adelaide* Viscountess *Guillamore* and *David Vandeleur Roche*, her Guardians, of the Third Part, and were in the Words and Figures following; that is to say, "It is hereby consented and agreed by
 " and between the Parties to these Presents, testified by the
 " Signatures of the said Parties and their respective Solicitors, in
 " order to terminate the Litigation in this Matter, and by way of
 " Compromise and Family Arrangement:

" 1. That all Proceedings in this Matter shall be stayed upon the
 " Terms nevertheless and subject to the Conditions herein-after
 " stated:

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" 2. In

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“ 2. In lieu of the Estates and Hereditaments devised by the Will
 “ of *Standish* First Viscount *Guillamore*, dated the Second of *July*
 “ One thousand eight hundred and thirty-six, to the said *Paget*
 “ *Standish* Viscount *Guillamore* for his Life, with Remainders over,
 “ as in the said Will set forth, subject to the Charges in said
 “ Will mentioned, and in lieu of the Limitations in the said Will
 “ contained with respect thereto, and in lieu of the Incumbrances
 “ charged by the said Will, the Estates and Hereditaments set forth
 “ in the Schedule hereto annexed, and herein called the settled
 “ Estates, (subject to the Charges, Incumbrances, and Portions of
 “ Incumbrances in such Schedule also set forth,) shall be deemed
 “ and taken to be limited to the Use of the said *Paget Standish*
 “ Viscount *Guillamore* for his Life, with Remainder to the First
 “ and other Sons in Tail Male, with such Remainders over as, having
 “ regard to the existing State of the Family and Descendants of the
 “ said *Standish* the First Viscount *Guillamore*, will annex the said
 “ last-mentioned Estates and Hereditaments to the said Title Vis-
 “ county of *Guillamore*, so far as the Rules of Law and Equity will
 “ permit every Person becoming entitled to the said Estates for an
 “ Estate in possession for his Life to possess such Powers of join-
 “ turing, charging Portions, and making Leases as are expressed in
 “ the said Will of the said First Viscount *Guillamore*, provided no
 “ Jointure to be charged by virtue of this Power shall exceed the
 “ annual Sum of Four hundred Pounds, nor the Sum to be charged
 “ for the younger Children of any such Tenant for Life on such
 “ Estates shall exceed the Sum of Five thousand Pounds :

“ 3. Save as to the Estates in the Second Paragraph hereof
 “ mentioned or referred to, *Standish* the Third Viscount *Guillamore*
 “ deceased shall be deemed and taken to have possessed an absolute
 “ disposing Power over the Estates of which the said *Standish* the
 “ First Viscount *Guillamore* was seised at the Time of his Decease
 “ (herein called the unsettled Estates), subject to the Charges
 “ affecting the same, and the said unsettled Estates shall go and
 “ remain according to the Limitations expressed in the Will of the
 “ said *Standish* Third Viscount *Guillamore*, subject to the Provision
 “ next herein-after contained, *viz.*: Provided always, and it is
 “ hereby agreed between the Parties hereto, that all the Estate and
 “ Interest in the said unsettled Estates so limited by the said last-
 “ mentioned Will to the said *Paget Standish* Viscount *Guillamore*
 “ by way of executory Devise shall be so assured that the same
 “ shall remain (subject to the Estates and Interests in the said Will
 “ expressed antecedent to the said executory Devise) to the like
 “ Uses and be subject to the like Powers as are herein-before expressed
 “ or referred to with reference to the said settled Estates, provided
 “ that any Tenant for Life for an Estate in possession of the settled
 “ Estates, who shall also under this Limitation become Tenant for
 “ Life

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“ Life for an Estate in possession of the said unsettled Estates, shall
 “ be enabled to charge the said settled and unsettled Estates with a
 “ Jointure not exceeding in the whole Six hundred Pounds *per*
 “ *Annum*, and with any Sum for Portions for younger Children not
 “ exceeding Ten thousand Pounds:

“ 4. The Arrears of the Annuity of Five hundred Pounds devised
 “ by the said Will of *Standish* the Third Viscount *Guillamore*,
 “ deceased, to *Paget Standish*, now Viscount *Guillamore*, shall be paid
 “ to him from the Death of the said Testator up to the First Day
 “ of *November* One thousand eight hundred and sixty-three, after
 “ deducting all Duties and Income Tax justly payable in respect of
 “ the same, and from thenceforth such Annuity shall cease:

“ 5. That the said *Paget Standish*, now Viscount *Guillamore*, shall
 “ be entitled to the Possession of the said settled Estates referred to
 “ in the said Schedule immediately after this Consent shall be made
 “ a Rule of Court, and shall be entitled to the Rents and Profits of
 “ the same which shall accrue due from and after the Times in the
 “ Schedule hereto mentioned, subject to all proper Outgoings, and
 “ shall also be entitled to all Title Deeds, Tenants Leases, if any,
 “ and Muniments of Title which shall relate exclusively to the said
 “ settled Estates whenever the same shall be given up by the In-
 “ cumbrancers in whose Hands they now are, and no Account of
 “ back Rents of the said settled or unsettled Lands shall be taken:

“ 6. The Parties hereto mutually agree to take all proper Steps
 “ and use their utmost Exertions to procure the passing of an Act of
 “ Parliament for the Purpose of giving effect to this Consent and
 “ Agreement, and by such Act, or, if necessary, by a Deed of Settle-
 “ ment to be executed by all proper Parties, the said Estates and
 “ Hereditaments in the said Schedule mentioned, and also all the
 “ aforesaid contingent reversionary Interest of the said *Paget Standish*
 “ Viscount *Guillamore* in the said unsettled Estates, under and by
 “ virtue of the Will of said *Standish* Third Viscount *Guillamore*,
 “ subject as aforesaid, shall be limited to the Uses herein-before
 “ expressed or referred to, with all proper Powers and Provisions
 “ usual in Deeds whereby Lands are limited in strict Settlement;
 “ and by the said Act or Deed of Settlement it shall be provided
 “ by all proper Clauses, Provisions, and Limitations that the said
 “ settled Estates shall be charged with the Charges or Portions of
 “ Charges and Incumbrances in the said Schedule mentioned in
 “ exoneration of the said unsettled Estates, and the said unsettled
 “ Estates shall be charged with all the Residue of the Charges and
 “ Incumbrances now affecting the said settled and unsettled Estates
 “ in exoneration of the said settled Estates, with all proper Clauses
 “ of Indemnity for that Purpose, and that all Rights of Way at
 “ present existing or exercised over or upon the Denominations of
 “ Land mentioned in the Second Paragraph of this Consent for the
 “ Benefit

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“ Benefit or Accommodation of the Lands mentioned in the Third
 “ Paragraph of this Consent shall be established :

“ 7. The Respondent *Adelaide* Viscountess *Guillamore* agrees to
 “ abate the Jointure charged for her Benefit by the Will of *Standish*
 “ Third Viscount *Guillamore*, and the Articles of Agreement therein
 “ recited, by the Sum of Four hundred Pounds yearly, so long only
 “ as the Minor Respondent or her Issue (if any) claiming under the
 “ Will of the Third Viscount shall be in possession of the Estates
 “ hereby declared to be subject to the Limitations of the said Will,
 “ otherwise the full original Amount of the said Jointure to be
 “ payable, the First Gale of such Abatement to be allowed within
 “ Six Months from the Date of the passing of the said Act :

“ 8. It is mutually agreed by and between the Parties to these
 “ Presents that they will, at the Cost of the Parties respectively
 “ requiring the same, make, do, and execute, or cause and procure
 “ to be made, done, and executed, all Acts and Deeds necessary or
 “ proper for the carrying the Terms of this Consent and Agreement
 “ into effect according to the true Intent and Meaning thereof :

“ 9. The Parties hereto consent and agree that on the passing of
 “ the Act of Parliament a Decretal Order shall be made in this
 “ Matter, by which it shall be declared that the Terms and Pro-
 “ visions contained in this Agreement are binding upon the said
 “ Petitioner Viscount *Guillamore* and his Issue Male, and upon the
 “ said *Adelaide* Viscountess *Guillamore*, the said Respondent *Cecilia*
 “ *O'Grady*, and all Persons claiming under the said Will of the said
 “ *Standish* the Third Viscount *Guillamore*, and that a perpetual
 “ Injunction be awarded enjoining the Persons upon whom the said
 “ Terms shall be so declared binding from doing or procuring or
 “ permitting to be done any Act inconsistent with the same ; and,
 “ subject and without Prejudice to such Terms, and to the Order
 “ and Decree aforesaid respecting the same, it shall be declared by
 “ such Decree that the Decree of the Court of Chancery in *Ireland*
 “ bearing Date the Sixth Day of *December* One thousand eight
 “ hundred and forty-five, and made in the Cause of *Standish* Viscount
 “ *Guillamore*, Plaintiff, the Honourable *Waller O'Grady* and others,
 “ Defendants, and the Proceedings in the said last-mentioned Cause,
 “ were not and are not, as regards the said settled Estates, binding
 “ upon the said Petitioner Viscount *Guillamore* or his Issue Male :

“ 10. The Costs of procuring or endeavouring to procure the
 “ passing of the said Act of Parliament shall be borne by the said
 “ Minor Respondent *Cecilia O'Grady* :

“ 11. That the said Petitioner shall bear his own Costs of this
 “ Suit and of this Arrangement :

“ 12. The Costs of all the Respondents shall be borne and paid
 “ by the Minor Respondent, the Honourable *Cecilia O'Grady* :

“ 13. That this Consent be made a Rule of Court :”

And

Viscount Guillamore's Estates Act, 1864.

And whereas the Lands and Hereditaments described in the First Part of the First Schedule hereto annexed are the same Estates and Hereditaments set forth in the Schedule referred to in the said Articles of Agreement and Consent, and the Charges and Parts of Charges and Incumbrances mentioned in the First Part of the Second Schedule hereto annexed are (in addition to the Annuity of Four hundred Pounds payable to said *Gertrude Jane Dowager Viscountess Guillamore*) those set forth in the said Schedule referred to in the said last-mentioned Articles: And whereas the Lands which shall remain to the said Honourable *Cecilia O'Grady*, and in the said Articles called the unsettled Estates, are set forth in the Second Part of the First Schedule hereto annexed, and the Charges and Parts of Charges and Incumbrances set forth in the Second Part of the Second Schedule hereto annexed are the Charges and Incumbrances to which the said unsettled Estates are to be exclusively liable, in addition to the Annuity to the said *Adelaide Viscountess Guillamore* herein-before mentioned: And whereas after the hearing of the said Cause had proceeded, and the said Agreement and Consent had been entered into, the Terms of the said Agreement and Consent were stated to the Lord Chancellor, and submitted for his Approval on the Part of the Infant Respondent, the Honourable *Cecilia O'Grady*, and his Lordship being of opinion that it was for the Benefit of the said Minor Respondent, the Honourable *Cecilia O'Grady*, that such Consent and Articles of Agreement should be carried into effect, his Lordship on the said Twelfth Day of *January* One thousand eight hundred and sixty-four was pleased to order that the said Consent be and the same was thereby received and made a Rule or Order of Court as between the Parties thereto, and that the Parties to the said Consent should take all proper Steps and use their utmost Exertions to procure the passing of an Act of Parliament, for the Purpose of giving effect to the said Consent and Agreement, and limiting the Estates to the Uses and in the Manner expressed and provided by the said Consent and Articles of Agreement, and that it be referred to *Edward Litton* Esquire, the Master in the said Cause Petition Matter, to settle the Draft of a Bill to be brought into Parliament for the Purpose of carrying out the Terms of said Consent and Agreement, and to approve of the same on behalf of the said Minor Respondent, and that the Guardians of the said Minor Respondent should bring into Parliament and use their best Exertions to promote the passing of the said Bill, and that the said Cause Petition Matter should stand over pending the procuring of the said Act of Parliament, and his Lordship reserved Liberty to all Parties to apply to the Court from Time to Time as they might be advised, and reserved further Order and the Consideration of the Question of Costs: And whereas *Edward Litton* Esquire, the Master in the said Cause Petition Matter, has settled and approved

Order of
Lord Chan-
cellor, dated
12th Jan.
1864.

[*Private.*]

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of

Viscount Guillamore's Estates Act, 1864.

of the Draft of the Bill to be brought into Parliament for the Purpose of carrying out the Terms of the said Consent and Agreement: And whereas the said *Waller O'Grady*, the Second Son of the said First Viscount *Guillamore*, married the Honourable *Grace Elizabeth Massy* in the Year One thousand eight hundred and twenty-three, and there were Issue of said Marriage Four Sons, namely, *Standish Massy O'Grady* the eldest, who died in the Year One thousand eight hundred and forty-four in the Lifetime of the said *Waller O'Grady*, being then an Infant under the Age of Twenty-one Years and unmarried, *Hugh Hammon Massy O'Grady*, *James Waller O'Grady*, and *William Waller O'Grady*, the Second, Third, and Fourth Sons, and Six Daughters: And whereas the said *Waller O'Grady* died on or about the Tenth Day of *June* One thousand eight hundred and forty-nine, leaving his said Second, Third, and Fourth Sons him surviving: And whereas the said *William Waller O'Grady*, the Fourth Son of the said *Waller*, died in the Year One thousand eight hundred and sixty-three, unmarried and without lawful Issue, and the said *James Waller O'Grady* the Third Son is still living, but has never been married: And whereas the said *Hugh Hammon Massy O'Grady* in the Year One thousand eight hundred and fifty-seven married one *Eliza Selina Maria Hutchinson*, and died on or about the Ninth Day of *December* One thousand eight hundred and fifty-nine, leaving him surviving One Child, namely, *Waller Massy O'Grady*, *Hugh Hammon Massy O'Grady* his only other Child having been born some Months after his Decease, both now Infants under the Age of Twenty-one Years: And whereas the said *William O'Grady*, the Fourth Son of the said First Viscount *Guillamore*, married *Isabella Sabina Hewitt*, who died in the Year One thousand eight hundred and fifty-four, and the said *William O'Grady* died in the Year One thousand eight hundred and fifty-nine without leaving any lawful Issue him surviving: And whereas the said *Thomas O'Grady*, the Sixth Son of the said First Viscount *Guillamore*, married *Marie de la Solidad Isabel Sophia Ball*, but has no Issue: And whereas the said *Richard O'Grady* and *John O'Grady*, the Third and Fifth Sons of the said First Viscount *Guillamore*, have never been married: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Paget Standish Viscount Guillamore*, the said *Adelaide Viscountess Guillamore*, and the said *Cecilia O'Grady* by the said *Adelaide Viscountess Guillamore* and *David Vandeleur Roche*, her Guardians, 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:

Settled and
unsettled
Estates to
remain

1. The Towns, Lands, and Hereditaments described in the First and Second Parts of the First Schedule hereto annexed, and hereinafter called "the settled Estates" and "the unsettled Estates"

respectively

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respectively, shall remain and be unto and to the Use of the said Sir *Alexander Ramsay* Baronet, *George Foster St. Barbe*, *William Alexander Mackinnon*, and *Lawrence Peel*, Esquires, their Heirs and Assigns, according to the Tenor and Intent of the aforesaid Indenture of Mortgage of the Sixteenth Day of *August* One thousand eight hundred and fifty-five subject to such Right and Equity of Redemption as are now subsisting by virtue of the said Indenture, and the said settled and unsettled Estates shall remain liable and subject to the said Principal and Interest Monies due upon Foot of the said Mortgage, and to the other Incumbrances specified in the First and Second Parts of the Second Schedule hereto annexed, in the same Manner, and such Mortgage and other Incumbrances shall have the same Priorities as between themselves, as if this Act were not passed, and the said recited Decree of the Sixth Day of *December* in the Year of our Lord One thousand eight hundred and forty-five was valid and binding upon all Persons claiming under the Will of the said *Standish* the First Viscount *Guillamore*.

subject to existing Incumbrances mentioned in Second Schedule.

2. As between the Person and Persons for the Time being respectively entitled to the said settled and unsettled Estates respectively, the said settled Estates shall be exclusively subject and charged with all such Gales of the said Jointure of Four hundred Pounds *per Annum*, payable to the said *Gertrude Jane* Dowager Viscountess *Guillamore* by virtue of the said Marriage Settlement of the Sixteenth Day of *October* One thousand eight hundred and twenty-eight, as have accrued or shall accrue due since the First Day of *November* One thousand eight hundred and sixty-three, and with the Principal Sums specified in the First Part of the said Second Schedule hereto annexed, and all Interest thereon which have accrued or shall accrue due after the First Day of *November* One thousand eight hundred and sixty-three, so as to exonerate the said unsettled Estates therefrom, and from all Costs, Charges, and Expenses incurred by reason of the Nonpayment thereof, and the said unsettled Estates shall be exclusively charged with and subject to the Principal Sums specified in the said Second Part of the said Second Schedule, and all Interest thereon, so as to exonerate the said settled Estates therefrom, and from all Costs, Charges, and Expenses to be incurred by reason of the Nonpayment thereof, and the Lands and Premises constituting the said settled Estates shall be subject to all Rights of Way at present existing or exercised over or upon the same for the Benefit or Accommodation of the Lands constituting the said unsettled Estates.

Apportionment of said Incumbrances and of Jointure of *Gertrude* Viscountess *Guillamore* as between settled and unsettled Estates.

3. The said unsettled Estates shall be exclusively charged with and subject to the Jointure and Annuity provided for the said *Adelaide* Viscountess *Guillamore* by the said Marriage Articles of the
Twenty-

Unsettled Estates to be exclusively charged with

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Jointure and
Annuity of
Adelaide
Viscountess
Guillamore.

Twenty-third Day of *July* One thousand eight hundred and fifty-three, and the said Will of her Husband the said *Standish* Third Viscount *Guillamore*, and so long only as the said *Cecilia O'Grady* or any of her Issue shall be entitled to the actual Possession or the Receipt of the Rents and Profits of the said Premises, or any Part thereof, the said *Adelaide* Viscountess *Guillamore* shall be paid the annual Sum of One thousand six hundred Pounds in lieu of the annual Sums, amounting in the whole to the annual Sum of Two thousand Pounds, provided for her by the said Articles and Will, the First Payment of such reduced Annuity to be payable on the First of the Gale Days appointed for the Payment of the same which will happen after the passing of this Act.

An Annuity
of 500*l.* be-
queathed to
present
Viscount
Guillamore
determined.

4. The said Annuity of Five hundred Pounds bequeathed to the said *Paget Standish* Viscount *Guillamore* by the Will of the said *Standish* Third Viscount *Guillamore* shall be deemed to have ceased and determined upon the First Day of *November* One thousand eight hundred and sixty-three, and the Sum of One thousand four hundred and fifty-nine Pounds Four Shillings and Fourpence, being the Arrears of the said Annuity up to and ending upon that Day, shall be paid to him out of the Sum of Seven thousand one hundred and thirty-three Pounds Fourteen Shillings and Twopence Government New Three Pounds *per Centum* Stock standing to the Credit of the said Minor Matter, or out of such other Property of the Infant *Cecilia O'Grady* as the Lord Chancellor of *Ireland* shall determine.

Settled Es-
tates limited
in strict
Settlement.

5. Subject and charged as aforesaid, the Towns, Lands, and Hereditaments constituting the said settled Estates, with the Appurtenances, shall remain and be limited unto the Honourable *John Prendergast Vereker*, of No. 16, *Merrion Square South* in the City of *Dublin*, Barrister-at-Law, and *William Bredin* of *Castlegarde, Pallasgreen*, in the County of *Limerick*, Esquire, J.P., and their Heirs, to the Use of the said *Paget Standish* Viscount *Guillamore* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the First and other Sons of the said *Paget Standish* Viscount *Guillamore* severally and successively, and the Heirs Male of their respective Bodies; with Remainder to the Use of the said *Reginald Grimston Standish O'Grady* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the First and other Sons of the said *Reginald Grimston Standish O'Grady* severally and successively, and the Heirs Male of their respective Bodies; with Remainder to the Use of the said *Hardress Standish O'Grady* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the First and other Sons of the said *Hardress Standish O'Grady* severally and successively, and the Heirs Male of their respective Bodies; with
Remainder

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Remainder to the Use of the said *Frederick Standish O'Grady* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the First and other Sons of the said *Frederick Standish O'Grady* severally and successively, and the Heirs Male of their respective Bodies; with Remainder to the Use of the said *Waller Massy O'Grady*, now an Infant, and his Assigns, during his Life, without Impeachment of Waste; with Remainder to the Use of the First and other Sons of the said *Waller Massy O'Grady* severally and successively, and the Heirs Male of their respective Bodies; with Remainder to the Use of the said *Hugh Hammon Massy O'Grady*, now an Infant, and his Assigns, during his Life, without Impeachment of Waste; with Remainder to the Use of the First and other Sons of the same *Hugh Hammon Massy O'Grady* severally and successively, and the Heirs Male of their respective Bodies; with Remainder to the Use of the said *James Waller O'Grady* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the First and other Sons of the said *James Waller O'Grady* severally and successively, and the Heirs Male of their respective Bodies; with Remainder to the Use of the said *Richard O'Grady* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the First and other Sons of the said *Richard O'Grady* severally and successively, and the Heirs Male of their respective Bodies; with Remainder to the Use of the said *John O'Grady* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the First and other Sons of the said *John O'Grady* severally and successively, and the Heirs Male of their respective Bodies; with Remainder to the Use of the said *Thomas O'Grady* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the First and other Sons of the said *Thomas O'Grady* severally and successively, and the Heirs Male of their respective Bodies; with Remainder to the Use of the said *Cecilia O'Grady*, her Heirs and Assigns for ever, but in case she shall die under the Age of Twenty-one Years without leaving Issue living at her Death, then to the Use of the said *Paget Standish Viscount Guillamore*, his Heirs and Assigns for ever.

6. It shall be lawful for the said *Paget Standish Viscount Guillamore*, and any other Person who, or any of whose Issue, as the Case may be, by virtue of the Limitations herein contained, shall become entitled to the actual Possession or to the Receipt of the Rents and Profits of the said settled Estates, at any Time or Times, either before or after he shall become so entitled, and either before or after his Marriage, (but subject to the Estates, Charges, and Powers antecedent to the Estate of such Person,) by any Deed or Deeds or by Will to charge the said settled Estates with such annual Sum as he

[*Private.*]

Powers of jointuring.

Viscount Guillamore's Estates Act, 1864.

shall think fit for any Wife he shall marry or shall have married, payable to her for her Life by way of Jointure, such annual Sum not in any event to exceed One hundred Pounds for every One thousand Pounds which he shall receive as a Marriage Portion with such Wife, and not in any event to exceed Four hundred Pounds, and in order to secure such Jointure to limit and appoint the usual Powers and Remedies for enforcing Payment thereof by Distress and Entry upon and into, and Perception of the Rents and Profits of, the said Estates, and also to limit and appoint said Estates to any Person or Persons for any Term or Terms of Years upon the usual Trusts for securing such Jointure, and all Expenses occasioned by the Nonpayment thereof: Provided also, that the said settled Estates shall not by virtue of this present Power of jointuring be at any Time subject to the Payment of any Jointures exceeding in the whole the annual Sum of Six hundred Pounds, so that if, by virtue of the aforesaid Power of jointuring, the said Estates, if this Proviso had not been inserted, would be chargeable with a greater annual Sum than the said Sum of Six hundred Pounds, the annual Sum creating such Excess, or such Part thereof as occasions the same, shall during the Time of such Excess sink into and not be raiseable out of such Estates.

Powers of charging Portions.

7. It shall be lawful for the said *Paget Standish Viscount Guillamore*, and such other Person or Persons last aforesaid, by any Deed or Deeds or by Will (but subject also as last aforesaid) to charge all or any Part of the said settled Estates, and the Fee Simple and Inheritance thereof, with any Sum or Sums of Money for the Portion or Portions of the Child or Children of the Person exercising this present Power (other than an eldest or only Son for the Time being entitled under the Limitations aforesaid to the said Estates for an Estate in Tail Mail in possession or in remainder expectant on the Decease of his Parent), not exceeding in the whole the Sum of Five thousand Pounds, with Interest on the same at the Rate of Five Pounds *per Centum*, to be paid to or divided between or among such Child or Children, or any One or more of them exclusively of the other or others, at such Times, and with such Provisions for Maintenance and Advancement in the meantime, and, if more than One, in such Shares, and subject to such Restrictions and Limitations over for the Benefit of any other or others of such Children, as to the Person exercising such Power shall seem meet: Provided also, that the said Hereditaments shall not under and by virtue of this Power be liable to the Payment of any larger Sum of Money in the whole than the Sum of Seven thousand five hundred Pounds.

Provision for Entry by Trustees during Minorities, &c.

8. In case the Person for the Time being beneficially entitled by virtue of the Limitations aforesaid, as Tenant for Life or Tenant in Tail

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Tail by Purchase, to the actual Possession or to the Receipt of the Rents and Profits of the said settled Estates, shall be under the Age of Twenty-one Years, the said *John Prendergast Vereker* and *William Bredin*, or other the Trustees or Trustee for the Time being acting in the Execution of these Trusts, (subject to the Charges affecting the said Estates in priority to the Estate of such Tenant for Life or in Tail,) shall during such Minority receive the Rents and Profits of the said Estates, and pay and apply from Time to Time so much thereof as they or he shall think fit, not exceeding the Sum of Three hundred Pounds in any One Year, for and towards the Maintenance and Education of such Tenant for Life or in Tail, and lay out and invest the Residue of such Rents and Profits in Government or Real Securities, so that the same shall accumulate by way of Compound Interest, with Power to vary and transpose such Securities from Time to Time; and all such accumulated Trust Funds and Premises as last aforesaid shall be applied by such Trustees or Trustee in paying off and discharging any Principal Sum of Money then charged upon the said settled Estates, or in the Purchase of Freehold Estates of Inheritance situate in the County of *Limerick*, or elsewhere in *Ireland*; and such purchased Estates shall be conveyed and assured to the like Uses and Trusts and subject to the like Powers which shall for the Time being be subsisting of and concerning the said settled Estates, including this present Trust and the Provisions thereof.

9. It shall be lawful for the said *Paget Standish Viscount Guillamore*, and every other Person who, under the Limitations aforesaid, shall be entitled to the Possession and Receipt of the Rents and Profits of the said settled Estates, by Indenture or Indentures, to be sealed and delivered by him in the Presence of and attested by Two credible Witnesses, to demise all or any Part of the said Premises to any Person or Persons for any Term of Years not exceeding Twenty-one Years, in possession, but not in reversion or by way of future Interest, so as by every such Demise there be reserved and made payable during the Continuance thereof, to be incident to and go along with the Reversion or Remainder of the Premises immediately expectant on the Determination of such Demise, the best and most improved Rent or Rents that can be reasonably had or obtained for the same, without taking any Fine, Premium, or Foregift for or in respect of the making thereof, and so as none of the Lessees to whom such Demises shall be made be by any Clauses or Words contained therein freed from Impeachment of or made dispunishable for Waste, and so as in every such Demise there be contained a Clause of Re-entry in case the Rent thereby reserved be behind or unpaid for the Space of Twenty-one Days, and so as the Lessees of any such Demises do seal and deliver Counterparts of the same respectively.

Power of
leasing for
Twenty-one
Years.

10. It

Viscount Guillamore's Estates Act, 1864.

Power of
Sale and
Exchange.

10. It shall be lawful for the said Trustees or Trustee, with the Consent in Writing of the said *Paget Standish Viscount Guillamore*, or other the Person for the Time being entitled to the Rents and Profits of the said settled Estates, to dispose and convey, either by way of absolute Sale, or in exchange for other Hereditaments situate in *Ireland*, all or any Part of the said settled Estates for such Price or Prices in Money, or for such Equivalent or Recompence in Lands as aforesaid, as to such Trustees or Trustee shall seem meet; and for the Purpose of effectuating such Sale or Exchange all the Clauses and Provisions contained in the Act of Parliament of the Session held in the Twenty-third and Twenty-fourth Years of Her said Majesty, Chapter One hundred and forty-five, and which relate to the Powers of Trustees for Sale and Exchange, shall be incorporated in this Act.

From what
Time
Viscount
Guillamore
to take Rents
of settled
Estates.

11. The said *Paget Standish Viscount Guillamore* shall be entitled to the Rents and Profits of the said settled Estates which became due and payable on and after the Twenty-fifth Day of *March* and First Day of *May* One thousand eight hundred and sixty-four respectively, subject to the corresponding Outgoings.

Unsettled
Estates to be
deemed
effectually
devised by
Will of
Third
Viscount.

12. Subject and charged as aforesaid, the said unsettled Estates shall be deemed and taken to have been effectually devised by the said Will of the said *Standish Third Viscount Guillamore*, and shall be subject to the Limitations and Estates thereby created for the Benefit of the said *Adelaide Viscountess Guillamore* and the said *Cecilia O'Grady*, her Heirs, Executors, Administrators, and Assigns.

Limitation
in strict
Settlement
of unsettled
Estates in
event of
Death under
Age without
leaving Issue
of Honour-
able Cecilia
O'Grady.

13. In case the said *Cecilia O'Grady* shall die under the Age of Twenty-one Years without leaving Issue living at her Death, the said unsettled Estates subject and charged as aforesaid, but subject to the full Jointure of Two thousand Pounds *per Annum* limited by the aforesaid Will of the said *Standish Viscount Guillamore* in favour of the said *Adelaide Viscountess Guillamore* as aforesaid, shall go and remain to the like Uses and Trusts, and subject to the like Powers and Provisions and Limitations, as are herein-before expressed of and concerning the said settled Estates, or such of the same as shall be then subsisting, or as near thereto as any intervening Change of Circumstances may permit: Provided always, that any Person herein-before empowered to charge the said settled Estates with a Jointure for any Wife, or with Portions for younger Children who or whose Issue shall also become entitled to the said unsettled Estates for a like Estate in possession, shall have Power to charge the said settled and unsettled Estates with a Jointure not exceeding Six hundred Pounds, and with Portions for younger Children not exceeding Ten thousand Pounds, yet so that the said settled and unsettled

Estates

Viscount Guillamore's Estates Act, 1864.

Estates shall not be liable in respect of such Jointures together to any greater annual Sum than Nine hundred Pounds *per Annum*, nor in respect of such Portions together to any greater Sum than Fifteen thousand Pounds Principal Monies.

14. The Provision in the aforesaid Act of Parliament of the Session held in the Twenty-third and Twenty-fourth Years of Her Majesty Queen *Victoria*, Chapter One hundred and forty-five, with respect to the Appointment of new Trustees, shall be incorporated in this Act, and shall enure for the Appointment of new Trustees from Time to Time in lieu of the said *John Prendergast Vereker* and *William Bredin*, or of any Trustees or Trustee appointed in the room of them, or either of them; and the Person authorized to appoint such new Trustees shall be the Person for the Time being entitled to the Possession or Receipt of the Rents and Profits of the said settled Estates under the Limitations herein-before contained, or if such Person shall be under the Age of Twenty-one Years the Guardian or Guardians of such Person so entitled, and in case there shall be no Person so authorized the Person to nominate such new Trustees, shall be the Person ascertained by the Provisions of the aforesaid Act in that Behalf.

Provision
for Appoint-
ment of new
Trustees.

15. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and every other Person and Persons, Bodies Corporate, Collegiate, or Politic, and every of their Heirs, Successors, Executors, and Administrators, except the said *Paget Standish Viscount Guillamore*, *Adelaide Viscountess Guillamore*, *Cecilia O'Grady*, *David Vandeleur Roche*, and *Dayrolles Blakeney de Moleyns*, and their respective Heirs, Executors, and Administrators, and the First and other Sons of the said *Paget Standish Viscount Guillamore*, and the Heirs Male of their respective Bodies, and the said *Reginald Grimston Standish O'Grady*, *Frederick Standish O'Grady*, *Waller Massy O'Grady*, *Hugh Hammon Massy O'Grady*, *James Waller O'Grady*, *Richard O'Grady*, *John O'Grady*, and *Thomas O'Grady*, and their several and respective First and other Sons, and the Heirs Male of the Bodies of all such Sons, and all Persons to, in, or on whom any Estate, Right, Title, or Interest was limited or devised, or has descended or devolved, or shall hereafter descend or devolve, under the said Will of the said First Viscount *Guillamore*, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the Towns, Lands, Tenements, and Hereditaments herein-before and in the said First Schedule hereto annexed described as they or any of them had before the passing of this Act, or might have had if this Act had not passed.

General
Saving.

16. And whereas the said *Hardress Standish O'Grady* is abroad, and his Consent to this Act has not been proved: Therefore this Act

As to the
Consent of
the Hon.

[Private.]

t t

shall

Viscount Guillamore's Estates Act, 1864.

Hardress
Standish
O'Grady.

shall not be of any Effect as against the said *Hardress Standish O'Grady*, or his First and other Sons, or any of them, or any Heir Male of the Body of any of the said Sons, unless and until the said *Hardress Standish O'Grady*, or in case of his Death the Guardian or Guardians of the Heir Male of his Body for the Time being on behalf of such Heir Male, shall signify his or their Consent to this Act by Writing under his or their Hand or respective Hands, attested by at least One Witness, and enrolled in the High Court of Chancery in *Ireland* within Three Years after the passing of this Act; and after the Enrolment of such Consent the same shall be deemed Part of this Act, and shall be as binding and conclusive upon the said *Hardress Standish O'Grady*, his First and other Sons, and Heirs Male of the Bodies of such Sons respectively, as if such Consent had been obtained and proved before the passing of this Act, and such Consent may be given in the Form or to the Effect following; (to wit,)

‘ I [or We] [*here insert the Name of the consenting Party or Parties, and if the Consent be given by any Person or Persons as Guardian or Guardians, add, as the Guardian or Guardians of an Infant, and on his Behalf,*] do hereby consent to “Viscount Guillamore's Estates Act, 1864.”’

Short Title.

17. In citing this Act for any Purpose it shall be sufficient to use the Expression “Viscount *Guillamore's Estates Act, 1864.*”

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

18. 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.

Viscount Guillamore's Estates Act, 1864.

The FIRST SCHEDULE referred to in the foregoing Act.

1st PART.

Names of Lands as in Marriage Settlement of 12th January 1790, and Conveyances to Chief Baron.	Names of Lands as in Ordnance Survey, and Particulars of Lands going with Cahirhouse.	Contents, Irish Plantation Measure.			Contents, Statute Measure, per Ordnance Survey.		
		A.	R.	P.	A.	R.	P.
Knockbrack and Rathbrassill } Barony of Duhallow and County of Cork }	Knockbrack } Fort Grady } Barony of Duhallow and County of Cork }	678	0	32	1,113	1	34
Coolomin, otherwise Cooltomin, otherwise Cooltomeen, otherwise Cootamin (Part of Askeaton Estate), in the Barony of Lower Conelloe and County of Limerick }	Cooltomin } Barony of Shanid and County of Limerick }	348	2	36	567	2	35
Upper Grange and Grange, situate in the Parish of Grange, Manor of Main, and County of Limerick }							
Arderine, otherwise Ardrine, otherwise Ardreen, situate in the Parish of Grange, Manor of Bewley, and County of Limerick }							
Lissinisky, otherwise Lisanisky, otherwise Lisyniskie, situate in the Parish of Cloonelty, Manor of Main, and said County of Limerick }	Danganbeg, Grange Upper, Ardrine, Lissaniska, East Ballynakilbeg, Walshstown, and Dromtrasna North and South, in the Barony of Glenquin and County of Limerick }	1,959	2	20	3,132	2	29
Ballynakillybeg, otherwise Ballynekellybeg, otherwise Ballinakillibeg and Ballybrenagh, in the Parish of Mahonagh, Manor of Main, and said County of Limerick }							
Drumtrasna O'Brien, otherwise called Dromtarsenagh, otherwise Dromtrasna, Danganbeg, otherwise Danganbegg, otherwise Danganebeg, in the County of Limerick }							

Viscount Guillamore's Estates Act, 1864.

Names of Lands as in Marriage Settlement of 12th January 1790, and Conveyances to Chief Baron.	Names of Lands as in Ordnance Survey, and Particulars of Lands going with Cahirhouse.	Contents, Irish Plantation Measure.	Contents, Statute Measure, per Ordnance Survey.
		A. R. P.	A. R. P.
Parts of Cahir Guillamore, containing 61 Acres, with Mansion House thereon, situate in Barony of Coshma, and said County of Limerick -	Cahir Guillamore House, Garden, Pleasure Grounds, &c., formerly agreed to be let to Mr. Peacocke, in the Barony of Coshma and County of Limerick, with Right of Way from the High Road leading from Limerick to Holycross, along the Avenue already existing from the said High Road to Cahir Guillamore House.	11 0 0	17 3 10
	Parts of Lands of Cahir Guillamore, same Barony and County, behind and around Cahir Guillamore House, viz., 22a. 3r. 29p. in possession of Adelaide Viscountess Guillamore, 8a. 0r. 29p. in possession of Martin Hogan, 13a. 1r. 10p. in possession of Patrick Hogan, and 5a. 2r. 12p. in possession of William Toole - -	50 0 0	80 3 38

2nd PART.

Names of Lands as in Marriage Settlement of 12th January 1790, and Conveyances.	Names of Lands as in Ordnance Survey.	Contents, Irish Plantation Measure.	Contents, Statute Measure, per Ordnance Survey.
		A. R. P.	A. R. P.
COUNTY OF LIMERICK.	COUNTY OF LIMERICK.		
One Moiety of Cahir Guillamore (less the House and 61 Acres in 1st Part of this Schedule), Ballynanty List, otherwise Ballynanty Lysaght; Ballysheron Marshall, and North Ballynanty, called Ballynanty Thornton -	Cahir Guillamore North } Barony of Small County } Cahir Guillamore South } Barony of Coshma } -	362 1 29	567 0 7
Second Moiety of same Lands, now known as Rockbarton - }	Rockbarton North } Barony of } Rockbarton South } Coshma }	308 3 10	487 2 25
Boulevard, otherwise Ballyborde, and Clonemannagh - }	Booavoord } Barony of } Cloughmanough } Small County }	126 3 10 58 0 20	205 3 28 94 3 30

Viscount Guillamore's Estates Act, 1864.

Names of Lands as in Marriage Settlement of 12th January 1790, and Conveyances.	Names of Lands as in Ordnance Survey.	Contents, Irish Plantation Measure.	Contents, Statute Measure, per Ordnance Survey.
		A. R. P.	A. R. P.
Askeaton, otherwise Askettin, the Abbey Site or Ambit of the Monastery of Askeaton, otherwise Asketon, otherwise Askettin; and Knockbarkley, otherwise Knockberkelly; Moy, otherwise Moyo, otherwise Moyogh, otherwise Moyagh; Cortnacranagher, otherwise Cortnecranagher, otherwise Gortnecranagher; Court Brown, in the Barony of Lower Connelloe	Moig South (including Subdenominations of Lisduff, Carrig Island Roe West, and Part of Gortnagranaher East, Caherduff Island Roe East), Moig North (including Subdenominations of Tubrid Gortnagranaher East and West), all in the Barony of Lower Connelloe Court Brown. Same Barony	650 1 18 110 3 17	1,056 0 30 179 2 23
Kilcullane, in the Barony of Small County	Kilcullane Barony of Small County	457 0 27	724 3 33
Clogherviller, otherwise Cloghiviller, the South Moiety of Hubbertstown, otherwise Hubberstown; Kilcollane otherwise Kilcolane; One divided Moiety of Adamstown, Gormanstown and Ballygalla, otherwise Baltygalla, in the Barony of Small County	Cloghaviller } Barony of Gormanstown } Small County	218 0 0 145 0 0	345 0 7 238 0 38
Galbally Money, Galbally Annagh, Ardrahine, otherwise Ardraghiny, otherwise Ardrahinyna, otherwise Ardraghany, Park, Kealogues; the 3rd Part of Killscanlan, next adjoining Park, and Kealogues and all other Lands known by the Name of the Galbally Estate, in the Barony of Coshlea	Galbally (including Inchcomain) Annagh Ardrahin Park Keeloges All in the Barony of Coshlea.	136 0 24 317 3 33 188 2 39 278 2 7 598 2 13	220 2 8 519 0 16 305 3 9 454 1 34 961 2 1

Viscount Guillamore's Estates Act, 1864.

The **SECOND SCHEDULE** referred to in the foregoing Act.

1st PART.

The Sum of £3,400 Sterling, being the ascertained Deficiency of the Trust Funds in the Deed of 13th November 1804 to make up £10,000, as covenanted by 1st and 2nd Viscounts Guillamore in Settlement of the 16th Day of October 1828. Interest payable thereon by Lord Guillamore from 1st November 1863.

The Sum of £12,000 Sterling, being Portion of the Mortgage for the Sum of £30,000 executed by Robert Tilson Fitzmaurice Deane Morgan and others to Sir Alexander Ramsay, Bart., and others, dated 16th August 1855. Interest payable thereon by Lord Guillamore from 1st November 1863.

2nd PART.

The Sum of £18,000, Balance of said Mortgage Debt of £30,000 in First Part of this Schedule mentioned.

Charge of £2,000 late Irish Currency, formerly Martha O'Grady's, now vested in the said Sir Alexander Ramsay and others, under Assignment and further Mortgage of 4th Day of August 1862.

Charge of £1,938, belonging to Captain George Sandes, mentioned in Deed of 22nd Day of July 1853, on which First Viscount paid Interest.

Judgment of Trinity Term 1846, obtained by the Rev. William Waller and Standish Darby O'Grady, Trustees of Settlement of Admiral Hayes O'Grady, against Second Viscount Guillamore in Court of Exchequer. Principal Sum of £3,000.

Charge in favour of said Admiral O'Grady under Deed of 22nd Day of July 1853, £1,000.

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