



ANNO QUADRAGESIMO SEXTO

GEORGI II. REGIS.

Cap. 141.

An Act for raising, by Sale or Mortgage, a Sum of Money sufficient to pay off and discharge certain Incumbrances, affecting certain Estates mentioned in a Deed of Settlement, bearing Date the Eleventh Day of *September* One thousand seven hundred and ninety-nine, made on the Intermarriage of *James O'Reilly* of *Baltrasna*, in the County of *Meath*, Esquire, and *Henrietta Nugent*, his Wife; and for the more effectually carrying into Execution the Trusts of said Deed, and of certain other Deeds therein and herein particularly mentioned.

[21st July 1806.]

WHEREAS *James O'Reilly* Esquire, late of *Baltrasna* in the County of *Meath*, in that Part of the United Kingdom called *Ireland*, deceased, was in his Lifetime, seized in Fee Simple of the Lands of *Hawksfield*, otherwise *Baltrasna*, in the said County of *Meath*, and of the Towns and Lands of *Garrysallagh*, *Kilbride*, *Knoknavan*, *Derrindrum*, *Ballingross*, and *Polereagh*, in the County of *Cavan*, in said Part

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of the United Kingdom, with their several Appurtenances, and, being so seised, the said *James O'Reilly* did, by Deeds of Lease and Release, by Way of Settlement, previous to and upon the Marriage of his eldest Son, *Thomas O'Reilly* Esquire, with *Margaret O'Reilly*, otherwise *Sibthorpe*, bearing Date the Fifth Day of *March* One thousand seven hundred and seventy-three, for the Considerations therein mentioned, convey to *Richard Gorges* and *Ephraim Stannus* Esquires, their Heirs and Assigns, all the said Lands and Premises, and all the Interest, Estate, and Title of the said *James O'Reilly*, therein discharged of and from all Incumbrances whatever, save certain Head Rents to which the said Lands were liable, in Trust, to the Use of the said *Thomas O'Reilly*, for Life, with Remainder to his First and every other Son in Tail Male, with divers Remainders over; and by said Deeds the said Lands were charged with a Jointure of Four hundred Pounds *per Annum* for the said *Margaret*, in the Event of her surviving the said *Thomas*; and a Power was thereby given to the said Trustees to raise, by Mortgage or otherwise, upon said Lands, the Sum of Five thousand Pounds for the Provision of such younger Children as the said *Thomas* might have by that Marriage, subject to the Appointment of the said *Thomas* in Manner therein mentioned; and, in Failure of such Appointment, then to and among such younger Children, in Manner and at the Times therein mentioned; by which Deeds also a Trust Term in said Lands of Five hundred Years was created and vested in *William Adams* Esquire, since deceased, and *Stephen Bomford* Esquire, their Executors, Administrators, and Assigns, in Trust, for the Purpose of raising and paying to the said *Margaret*, in case of such Survivorship, the Sum of Two hundred Pounds, and also of securing to her the said Jointure of Four hundred Pounds, and several other contingent Annuities which, by subsequent Events have now totally ceased and are of no Effect: And whereas the said *James O'Reilly* was also at the same Time seised and possessed of the Lands of *Upper Mannery Cornemucklagh*, and *Barcony*, in the said County of *Cavan*, and of the Lands of *Ballycemoile* and *Stonestown* in the County of *Westmeath*, in *Ireland*, under and by virtue of several Leases for Lives, with Covenants for perpetual Renewal; and, being so seised and possessed thereof, he did, by the same Deeds of Marriage Settlement herein-before in part recited, convey all his Estate and Interest therein, (subject to the Rents, Renewal Fines and Covenants in them respectively contained), to the said *William Adams* and *Stephen Bomford*, and to the Survivor of them, and to the Heirs and Assigns of such Survivor, in Trust, in the first Instance, to pay the several Rents and Renewal Fines payable out of those respective Lands, and subject thereto, then upon the same Trusts, and to the same Uses, and subject to the same Annuities, Charges, and Trust Terms as were thereby declared and created of and concerning the said Fee Simple Lands above-mentioned, and by the said Deeds of Settlement a Power was given to the said *Thomas O'Reilly* to charge both the said Fee Simple Lands, and the said Freehold Lands, at any Time during his Life, with the Sum of Two thousand Pounds for his own Purposes, and to raise the same during his Lifetime, by Mortgage of all or any Part thereof: And whereas the said *Thomas O'Reilly* had several Children, both Sons and Daughters, by the said *Margaret* his Wife, of whom *James O'Reilly* the younger is the eldest Son and Heir at Law of the said *Thomas*, who attained his full Age in the Year One thousand seven hundred and ninety-six; and there are now living *Anthony O'Reilly*,

John O'Reilly, and *Mary Ann O'Reilly*, the younger Children of the said Marriage, who are entitled to the said Sum of Five thousand Pounds: And whereas the said *Thomas O'Reilly* hath lately died, and the said *Margaret* is still living: And whereas the said *James O'Reilly* the elder was, in his Lifetime, seised in Fee-simple of the Lands of *Derrin, Corlifflea, Drumkilly*, with the Mill thereon, *Ardlow, Clonmult, Gortnesbangan* otherwise *Bingfield, Killecannon, Creenan* otherwise *Greenew, Polreagh, Shrananornogue, Cornaseer, Kilmainham*, and *Shannow*, in the said County of *Cavan*, and also of the Great Tithes of the Lands of *Tullaghanoge* and *Vasing's Town*, in the said County of *Meath*, and of Premises called the *Plague Park*, and other Tenements in and near to *Drogheda*, none of which last-mentioned Lands or Premises were comprised in the said Deeds: And whereas the said *James O'Reilly*, the elder, was also seised and possessed, under and by several Leases for Lives, with Covenants for perpetual Renewal of the Lands of *Killicunny, Marabill, Dunaloughin*, the *Pottle of Garrysallagh*, and *Tyrone's Garrysallagh*, in the said County of *Cavan*; and of the Lands of *Lisnigon, Carricknamudda*, and *Rathmay*, in the said County of *Meath*; and of the Lands of *Ballin* and *Stonestown*, in the said County of *Westmeath*, none of which said last-mentioned Lands or Premises were comprised in said Deeds; and being so seised, he the said *James O'Reilly* the elder, by his last Will and Testament, bearing Date the Twenty-seventh Day of *September* One thousand seven hundred and seventy-six, duly executed to pass Real Estates, and since duly proved in His Majesty's Prerogative Court in *Ireland*, devised the Whole of the said Fee-simple and Freeholds last before-mentioned; and also his Estate and Interest therein respectively; and also the said Reversions to his Brother *Thomas Reilly* of *Roebuck*, Esquire, since deceased, and *William Adams* Esquire, also since deceased, but who survived the said *Thomas Reilly* Esquire last-mentioned, and to the Survivor of them, and to the Heirs of such Survivor, in Trust, out of the Rents, Issues, and Profits thereof, to pay off and discharge Two-thirds of so much of the Debts and Funeral Expences of the said *James* the elder, and a Bequest of Five thousand Pounds to his Daughter *Mary O'Reilly*, in said Will mentioned, as should remain unsatisfied by the Application of such of his Assets as he had not by his said Will otherwise particularly disposed of, the remaining One-third to be paid out of another Fund created by his said Will for that Purpose; and after paying off and discharging the said Incumbrances, in Trust, as to the said Lands of *Killicunny, Lisnigon, Carricknamudder, Rathmay, Ballin, Stonestown, Marabill, Dunnabloughin*, and the said Two *Garrysallaghs*, to the Use of his Son the said *Thomas O'Reilly*, his Heirs, Executors, Administrators, and Assigns; and as to the said Lands of *Derrin, Corlifflea, Drumkilly* with the Mill thereon, *Ardlow, Clonmult, Gortnesbangan, Killacannon, Greenew, Polereagh, Shrananornogue, Cornaseer, Kilmainham*, and *Shannow*, the said Tithes of *Tullaghanoge*, and the said Premises in and near to *Drogheda*, in Trust, to receive the Rents, Issues, and Profits thereof, until they should amount to such an aggregate Sum (after paying the several Head Rents and Renewal Fines due thereout respectively) as would be sufficient to purchase the Head or Chief Rents aforesaid, which were payable out of the said Lands of *Baltrasna, Ballicomile, Stonestown, Kilbide, Barcony, Monnery*, and *Cornemucklagh*, before-mentioned; and after completing said Purchase, or in case the Purchase of such Head Rents could not be effected, then in Trust as to such other New
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Lands as the said Trustees should purchase with said aggregate Sum (under a Provision for that Purpose in his said Will contained); and also as to the said Lands of *Derrin, Corlislea, Drumkilly* with the Mill thereon, *Bingfield* otherwise *Gotneshangan, Killicannon, Greenaw, Polereagh, Sbrananorogue, Cornaseer, Kilmainham,* and *Shannow*, and the said Tithes, and the Premises aforesaid, in and near to *Drogheda*, the said *James O'Reilly* the elder, by his said Will, limited, a strict Tenancy for Life, to the said *Thomas O'Reilly* his Son, Remainder to the said *James O'Reilly* the younger (then an Infant) for Life, Remainder to the Issue Male of the said *James* the younger, Remainders over: And whereas the said *James O'Reilly* the elder died some Time in the Year One thousand seven hundred and eighty-five, without altering or revoking his said Will, save that by a Codicil thereunto annexed, he revoked the said Bequest of Five thousand Pounds to his said Daughter *Mary*, and in lieu thereof he charged the said Lands, so devised, to his Son the said *Thomas O'Reilly*, with an Annuity for Life, of One hundred Pounds, to the said *Mary*: And whereas, subsequent to the Execution of said Deeds of Marriage Settlement, the said *Thomas O'Reilly*, having become indebted to various Persons, in several large Sums of Money, the said *James* the elder joined him in passing Securities to those Persons for their respective Demands, and as an Indemnity to the said *James* the elder for his so becoming joint Security, the said *Thomas O'Reilly* assigned, or agreed to assign, to *Thomas Reilly* of *Roebuck*, as a Trustee for the said *James* the elder, the said Sum of Two thousand Pounds, with which, by the said Deeds of Marriage Settlement, he had a Power of charging the Lands therein mentioned as before stated; and the said Charge of Two thousand Pounds became, and now is, a Lien on the said Lands; and the said Trustee having since died, the said Charge is now vested in his personal Representative, for the Purposes aforesaid, and still remains a Lien on said Lands: And whereas *Anthony Blackburn* Esquire is now the personal Representative of the said *Thomas Reilly* the said Trustee: And whereas the said *James O'Reilly* the younger attained his full Age in the Year One thousand seven hundred and ninety-six, and thereupon joined his Father the said *Thomas O'Reilly* in executing Securities jointly with him, for the greater Part of his said Father's Debts, which then amounted to upwards of Thirteen thousand six hundred and forty Pounds, though at the Time of his so doing, the said *James* the younger had but a bare Estate Tail in Expectancy in said settled Lands, and though no Fines had been previously or since levied, nor Recoveries suffered, of any of said Lands, by the said *Thomas* or *James* the younger nor any Act done by them, or either of them, to dock the said Entail, or enlarge the Estate which either the said *Thomas* or the said *James* the younger had in said Lands, or any of them: And whereas the said *James* the younger, in the Year One thousand seven hundred and ninety-nine, intermarried with *Henrietta Nugent*, Daughter of *Oliver Nugent*, of *Bobs Grove* in the County of *Cavan*, Esquire, by which Marriage he has Issue Two Sons and One Daughter; but previous to his said Marriage, and under the Direction and Advice of Counsel, certain Deeds, by Way of Marriage Settlement, bearing Date the Eleventh Day of *September* One thousand seven hundred and ninety-nine, were duly executed by and between the said *Thomas* and *James* the younger of the First Part; the said *Oliver Nugent* and *Henrietta Nugent* his Daughter, of the Second Part; *Charles Morton* and *Thomas Battersby* Esquires, of the

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Third Part; and *Robert Wade* and *John Tatlow* Esquires, of the Fourth Part; whereby, in consideration of the Sum of Two thousand one hundred and seventy-five Pounds, the Marriage Portion given by the said *Oliver Nugent* with the said *Henrietta* his Daughter, and other Considerations, and for the Purposes of creating a Fund for the Payment of those Debts, for the securing of which, the said *James* the younger had, as aforesaid, joined the said *Thomas*, and which are particularly set forth in a Schedule annexed to the said Deeds of One thousand seven hundred and ninety-nine, and also other Purposes set forth therein, the said *Thomas* and *James* the younger conveyed to the said *Charles Moreton* and *Thomas Battersby*, their Heirs and Assigns, all their respective Estate, Title, and Interest in and to the said Lands of *Hawksfield* otherwise *Baltrasna*, *Garrifallagh*, *Derrindrum*, *Ballingrofs*, *Kilbride*, *Knocknavan*, *Polereagh*, *Derrin*, *Carlislea*, *Drumkilly*, with the Mill thereon, *Ardlow*, *Clonmoult*, *Gortneshanan* otherwise *Bingfield*, *Killicannon*, *Greenan*, *Polereagh*, *Shrananornogue*, *Cornaseer*, *Kilmainham*, *Shannow*, the Premises in and near to *Drogheda*, the Lands of *Upper Monnery*, *Cornamucklagh* and *Cuppaidges*, Part of the Lands of *Barcony*, the Lands of *Ballicomoile* and *Stonestown*, and all their respective Rights, Members, and Appurtenances, to have and to hold the Lands of *Hawksfield* otherwise *Baltrasna*, *Garrysalagh*, *Ballingrofs*, *Derrindrum*, *Kilbride*, *Knocknavan*, and *Polereagh*, to the said *Charles Morton* and *Thomas Battersby*, their Heirs and Assigns for ever, to have and to hold the said Lands of *Ballycomoile* and *Stonestown*, *Upper Monnery*, *Cornamucklagh* and *Cuppaidges*, Part of *Barcony*, to the said *Charles Morton* and *Thomas Battersby*, their Heirs and Assigns, for the Terms for Lives then respectively subsisting thereof; and for all and every Life and Lives that should thereafter be added to or inserted in the respective Leases thereof, by virtue of the several Covenants, for perpetual Renewal therein respectively contained; and to have and to hold the said Lands of *Derrin*, *Carlislea*, *Drumkilly*, with the Mill thereon, *Ardlow*, *Clonmoult*, *Gortneshanan* otherwise *Bingfield*, *Killicannon*, *Greenaw*, *Polereagh*, *Shrananornogue*, *Cornaseer*, *Kilmainham*, *Shannow*, and the Premises in the County of the Town of *Drogheda*, to the said *Charles Morton* and *Thomas Battersby*, their Heirs and Assigns, for and during the natural Lives of the said *Thomas O'Reilly* and *James O'Reilly*, and the Life of the Survivor of them, subject as therein declared, to the Payment of Two-third Parts of the remaining unsatisfied Debts of the said *James* the elder then deceased, and which then amounted to One thousand eight hundred Pounds Sterling, and also to the Payment of all the Head Rents and Renewal Fines, and all other Dues payable thereout respectively, and subject, as to such of the said Lands as were comprized in the said Deeds of Marriage Settlement of One thousand seven hundred and seventy-three, to the Provisions contained in those Deeds, for the Wife and younger Children of the said *Thomas*, and also to the said Charge of Two thousand Pounds before-mentioned; and it was declared by the said Deed of One thousand seven hundred and ninety-nine, now in Recital, that the said Grant and Conveyance so thereby made of the Premises aforesaid, to the said *Charles Moreton* and *Thomas Battersby*, and their Heirs, was so made to them, in Trust and to and for the Intents and Purposes following; that is to say, in Trust to pay all Head Rents, Renewal Fines, Duties and Fees due and to become due thereout respectively, and after Payment thereof, in Trust, to pay an Annuity of Eight hundred Pounds to the said *Thomas O'Reilly*

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for Life, and an Annuity of a like Sum of Eight hundred Pounds to the said *James* the younger for Life, and also a contingent Annuity of One hundred Pounds to the said *Margaret* the Wife of the said *Thomas*, in the Event of her surviving him, in addition to the Jointure secured to her on said Lands by the said Deeds of Marriage Settlement of One thousand seven hundred and seventy-three, and also a contingent Annuity of a like Sum of One hundred Pounds to the said *Henrietta*, in the Event of her surviving her said Husband the said *James* the younger, and after Payment of those several Charges; then in Trust, to apply the Residue of all the Rents, Issues, and Profits of all these several Lands. from Time to Time, to the Liquidation of the joint Debts of the said *Thomas O'Reilly* and *James O'Reilly* the younger, as the same were particularly mentioned in a Schedule annexed to the said Deed of One thousand seven hundred and ninety-nine, now in recital, until the Whole thereof should be fully paid off and discharged, reserving thereout a Provision for the Maintenance and Education of such Children as the said *James O'Reilly* the younger should have by the said *Henrietta*, in case he should die in the Life-time of the said *Thomas* his Father; and upon the further Trust, that the said Trustees should immediately, upon the Death of the said *Thomas* or *James* the younger, or sooner, (with the Consent of the said *Thomas* and *James* the younger) but without Prejudice to the said Charges and Annuities by Sale or Mortgage of the said Lands, comprised in the said Deeds of One thousand seven hundred and seventy-three, raise a Sum of Three thousand Pounds for the Portions of such younger Children as the said *James* the younger should have by the said *Henrietta*, payable as therein directed, and also if the said *James* the younger should have One or more Daughter or Daughters, and no Son who should attain his full Age, or be married, that then the said Trustees should, in like Manner, raise a further Sum of Two thousand Pounds, as and for a further and additional Provision for such Daughter or Daughters, under certain Appointments and Limitations in the said Deeds of One thousand seven hundred and ninety-nine, now in recital mentioned, and subject to the said several Annuities, Charges, and Incumbrances, the said several Lands and Premises are thereby limited to the First and every other Son of the said intended Marriage successively, in Tail Male, with Remainder in Tail to the said *James O'Reilly*: And whereas the said *Oliver Nugen*, on the Marriage of his said Daughter to the said *James* the younger, retained in his own Hands, and to his own Use, by and with the Consent of the said *James* the younger, a considerable Part of the said Portion agreed to be given with her, and in lieu thereof, he, by the said Deeds of One thousand seven hundred and ninety-nine, conveyed to the Trustees therein named, certain Lands, Part of the Estate of the said *Oliver*, for the Purpose of securing for the said *Henrietta* a further Annuity by Way of Jointure, during her Life, in the Event of her surviving the said *James* the younger; and the said *James O'Reilly* the younger having, with the said *Henrietta*, since consented to join, and did accordingly join with the said *Oliver*, and his the said *Oliver*'s eldest Son, in levying Fines, and suffering Recoveries of said Lands, on being paid by the said *Oliver* so much of the Marriage Portion of the said *Henrietta*, as had been retained by him as aforesaid, and which Sum, so retained by him, was paid by him to the said *James O'Reilly*; and a Power having been by the said Deed, of the Eleventh Day of September One thousand seven hundred and ninety-nine, reserved

served to the said *James* the younger to charge the Lands comprized in the said Deeds of One thousand seven hundred and seventy-three, with a further Jointure of Three hundred Pounds for the said *Henrietta*, in lieu of the said Annuity of Three hundred Pounds, so intended to have been charged by the said *Oliver* on his own Lands, and which he had, as aforesaid, conveyed to Trustees for that Purpose; the said *James O'Reilly* the younger by Deed of Release, bearing Date the Ninth Day of *June* One thousand eight hundred and three, in pursuance of said Agreement, and of said Power, charged said Lands comprized in the said Deed of One thousand seven hundred and seventy-three, which said Annuity of Three hundred Pounds for said *Henrietta*, in case of her surviving the said *James* her Husband, but the said Annuity of One hundred Pounds by Way of Jointure for the said *Henrietta*, and also the said Power of charging the Lands aforesaid with a further Annuity for her, of Three hundred Pounds, and the Execution thereof by the said last-mentioned Deed are absolute Nullities, inasmuch as the said *Thomas* being Tenant for Life, and the said *James* the younger being Tenant in Tail in Remainder, had no Power whatever to create such Lien and Incumbrances, without levying Fines and suffering Recoveries of said Estates, which Fines and Recoveries cannot be levied or suffered without letting in all the Debts of the said *Thomas* and *James O'Reilly* upon the said Estates without providing a proper Mode for their Discharge, whereby the said *James*, and the said *Henrietta*, and the Issue of the said Marriage, would be deprived of all Means of Support: And whereas by the said Deeds of One thousand seven hundred and ninety-nine, now in recital, the said several Lands, which were comprized in the said Deeds of Settlement of One thousand seven hundred and seventy-three, were limited in strict Settlement to the First and other Son of the said *James* the younger, by the said *Henrietta* and their respective Issue Male, with divers Remainders over, and a Power was sought thereby to be granted to the said *James* the younger to charge the said Lands comprized in said Settlement of One thousand seven hundred and seventy-three, with a Jointure of Two hundred Pounds for any after-taken Wife, in case the said *James* the younger should survive the said *Henrietta*; and a further Power was thereby sought to be created, enabling the said *James* the younger to charge the same Lands with the Sum of One thousand Pounds, as and for such Children as he might have by any such after-taken Wife: And whereas by the same Deeds of One thousand seven hundred and ninety-nine, it was expressly covenanted, that the said *Thomas* and *James* the younger, should, in the *Michaelmas* Term then next ensuing, levy Fines and suffer Recoveries in due Form of Law, of the Lands comprized in said Deeds of One thousand seven hundred and seventy-three, and that such Fines and Recoveries should enure to the several Uses and Trusts created by the said Deeds of One thousand seven hundred and ninety-nine, now in recital; and it was thereby declared, that the Lands comprized in the Will of the said *James* the elder, and also the Lands comprized in the said Deeds of One thousand seven hundred and seventy-three, all which were by the said Deeds of One thousand seven hundred and ninety-nine vested in the said Trustees therein named, were so vested in them, subject to the several Uses, Trusts, and Limitations created thereof by the said Will of the said *James* the elder: And whereas, by an Order of the High Court of Chancery in *Ireland*, bearing Date the Twenty-eighth Day of *January* One thousand

thousand eight hundred and three, in a certain Cause then and there depending, the said *Charles Morton* and *Thomas Batterby* were removed from the Trusts vested in them by the said Deed of One thousand seven hundred and ninety-nine, and on the Eighth Day of February One thousand eight hundred and three, *James O'Reilly* of *Mill Castle* in the County of *Westmeath* Esquire, and *Phillip Tuite Dalton* of *New Castle* in the said County of *Meath* Esquires were approved of and appointed in their Stead, and proper Deeds, conveying the said Trusts to the said new Trustees, were duly perfected by the said *Morton* and *Batterby*; and the said Trust is now absolutely vested in the said *James O'Reilly* of *Mill Castle* and the said *Phillip Tuite Dalton*: And whereas the said several Creditors of the said *James the elder*, as well as those comprized in the said Schedule as others, have not become executing Parties to the said Deed of One thousand seven hundred and ninety-nine, and are not bound thereby, and have not only refused to accept Payment of their respective Demands, or the Interest thereof, in the Manner, and according to the Arrangement and Provisions made and intended by said Deed, but have become pressing for the full and immediate Payment of their said respective Demands, and some of them have actually taken legal Proceedings to extend the said several Lands and Premises, and other Means to obtain such Payment, whereby, and by the said several Fatalities, the Arrangements made and intended to have been carried into Effect by the said Deeds of One thousand seven hundred and ninety-nine, the same are wholly frustrated; and the said *James the younger* and his Family, for whose Provision and Support these Deeds contained express Covenants, are now likely to be wholly deprived of all Means of Support, and also the Children of the said *James*, who were so intended to be beneficially provided for by the said Deed of One thousand seven hundred and ninety-nine, are likely to be deprived of all Means of Maintenance and Education, and the said Provision so intended for said *Henrietta*, the Wife of the said *James the younger*, in case of her surviving the said *James*, and for the younger Children of the said *James* and *Henrietta*, are wholly imperfect, notwithstanding a considerable Part of the Fortune of the said *Henrietta* has been applied in Part Discharge of the Interest due upon the Foot of the said Schedule Debts; and the said *James the younger* upon his own Credit, and by the Aid of his Friends, has been obliged to raise several large Sums of Money for the Payment of several of those Debts in which he had so joined his Father, and which had not been contracted by himself, or on his Account, and which he was obliged to pay to preserve his Person from threatened Arrests, and is in daily Apprehension of being himself arrested and thrown into Prison; and he has also been obliged, annually, at a very great Expence, to insure his Life, in order to quiet the Fears of several of his Creditors, who, knowing, that he had, or could have no Estate, but for Life, were alarmed for the Security of their respective Demands, and the Law Expences of such Proceedings by said Creditors against said Estate are daily accumulating to the further Injury thereof, and the Distress of the Parties so depending thereon: And whereas, by the said *James the younger* having executed the said Deeds of One thousand seven hundred and ninety-nine, without having made Provision for the Payment of the Debts of the said *Thomas*, for which he had given his own personal Security as aforesaid, the Object of said Deeds are defeated, and the several Persons whose Benefit was the chief Consideration of said Deeds of One thousand seven hundred and

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ninety-nine, are involved in great and insurmountable Difficulties, from whence they cannot be relieved but by the Interposition of Parliament: And whereas, although the said Annuity payable to the said *Thomas O'Reilly* has ceased, and other Annuities have also ceased, yet, by the Loss of several Interests in Part of said Estates, which expired upon the Death of the said *Thomas*, to wit, the Interest in the said Lands of *Lisnagun* and *Rathmay*, and by the Increase of the annual Charges upon the said Estate, in consequence of the Death of the said *Thomas*, to wit, the Interest of the Sum of Five thousand Pounds for the Portions of the younger Children of the said *Thomas O'Reilly*, which said Sum of Five thousand Pounds became due and payable upon the Death of the said *Thomas*; and by the said Annuities of Four hundred Pounds, and One hundred Pounds, payable to the said *Margaret O'Reilly*, the Widow of the said *Thomas*, and Mother of the said *James*, the annual Produce of the said Estates after Payment of the Annuities, and the Interest of the Charges aforesaid, is not increased, but is nearly of the same Amount as before the Death of the said *Thomas*: And whereas several of the said Creditors have already proceeded against the Whole of the Estates, and others are proceeding to obtain Elegits and Custodiams against the said Estates, and some are also threatening to issue, and others have actually issued Executions against the Person of said *James*: And whereas several Parcels of full-grown and other Timber, and Timber Trees, are now standing and growing in and upon the Estates, and particularly upon Parts thereof demised for the Term of Two hundred Years and upwards, the Produce of which Timber Trees, if cut down and disposed of, would enable the said *James O'Reilly* to pay off and discharge a Part of the said Debts, which would be beneficial to all Parties, as well as to the said Wife and Children of the said *James O'Reilly*: Therefore, at the humble Request of the said *James O'Reilly* the younger and of the said *James O'Reilly* of *Mill Castle*, and *Philip Tuite Dalton* Esquires, the Trustees appointed by the said Court of Chancery in the Room and Stead of the said *Charles Morton* and *Thomas Battersby*, as aforesaid: Be it enacted by the King'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, That all that and those the several Towns, Lands, and Tenements comprized in the said Deeds of the Eleventh Day of *September* One thousand seven hundred and ninety-nine; (that is to say), all and singular the Towns and Lands of *Hawksfield* otherwise *Baltrasna* in the County of *Meath*, the Town and Lands of *Garryrallagh*, *Kilbride*, *Knocknaran*, *Derrindrum*, *Ballingross*, and *Polereagh*, *Upper Monnery*, *Cornemucklagh*, and *Barcony*, *Derrin*, *Corliffa* otherwise *Corlifflee*, *Drumkilly* otherwise *Drumkelly*, with the Water Corn Mill thereon, *Ardlow* otherwise *Ardlough*, *Clonmult*, *Gortnesbangan* otherwise *Bingfield*, *Killycannon*, *Greenan* otherwise *Greenaw*, *Shrananornogue*, *Cornaseer*, *Kilmainham*, and *Shannow*, in the said County of *Cavan* and *Ballycomoil*, and *Stonestown*, in the County of *Westmeath*; and also the Park or Parcel of Ground situate in the County of the Town of *Drogheda*, called *The Plague Park*, and divers Houses, Tenements, and Parcels of Ground, situate in the said County of the Town of *Drogheda*, with their and every of their Appurtenances, Subdenominations, Rights, Members, and Appurtenances, be, and the same are hereby vested in the said *James O'Reilly* of *Mill Castle* and *Philip Tuite Dalton* Esquires, *James Henry Cottingham*

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Premises
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cified vested
in Trustees
for the pur-
poses herein
mentioned.

and *Francis Blackburne*, both of the City of *Dublin*, Esquires, Barristers at Law, their Heirs and Assigns, upon Trust nevertheless, and to and upon the several Uses, Intents, and Purposes herein-after mentioned and declared of and concerning the same respectively; (that is to say), that the said *James O'Reilly*, *Philip Tuite Dalton*, *James Henry Cottingham*, and *Francis Blackburne*, and the Survivors and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall, with all convenient Speed, but by and with the Consent of the said *James O'Reilly* of *Baltrasna*, testified by his being an executing Party to such Deed or Deeds as may be necessary for the Purpose, raise by Sale or Mortgage of a competent Part of all and singular the said several Lands last mentioned and set forth, in the said Deed of the Fifth Day of *March* One thousand seven hundred and seventy-three mentioned and contained, such Sum and Sums of Money as shall be sufficient, in the first Place, to pay off and discharge the Expences which shall have been incurred by soliciting this Act, and by the Execution of the Trusts thereof, and in the next Place to pay off and satisfy the said Sum of Two hundred Pounds to the said *Margaret O'Reilly*, and now due to her under the said last-mentioned Deed of One thousand seven hundred and seventy-three, and also the said Sum of Five thousand Pounds so charged upon the said several Lands and Premises mentioned in and by the said Deed of the Fifth Day of *March* One thousand seven hundred and seventy-three, for the younger Children of the said *Thomas* and *Margaret*, together with such Interest as shall have accrued thereon, as also the said Sum of Two thousand Pounds charged by the said Deed, for the Use of the said *Thomas*, and now vested in *Anthony Blackburne* Esquire, (which said Charges are mentioned in the Schedule No. 1. to this Act annexed); and also such Sum and Sums of Money as shall be sufficient to pay off and satisfy all and singular the several Debts mentioned in the said Schedule to the Deed of the said Eleventh Day of *September* One thousand seven hundred and ninety-nine, and in the Schedule No. 2. to this Act annexed, together with all Interest, Costs and Charges due on said Sums respectively, according to the Nature of the said Charges respectively, and which shall hereafter become due for the same until Payment thereof; and after Payment thereof, then upon the further Trust, that they the said *James O'Reilly*, *Philip Tuite Dalton*, *James Henry Cottingham*, and *Francis Blackburne*, and the Survivors and the Survivor of them, and the Heirs and Assigns of such Survivor, shall stand seised of such of said Lands and Premises mentioned in the said Deed of the Fifth Day of *March* One thousand seven hundred and seventy-three, as shall not be so sold, and of the Equity of Redemption of such of said Lands as shall be so mortgaged, and of all and singular the other Towns, Lands, Tenements, and Premises, mentioned in the said Deed of the Eleventh Day of *September* One thousand seven hundred and ninety-nine, with their and every of their Rights, Members, and Appurtenances, in Trust, in the first Place, out of the Rents, Issues, and Profits, of all and singular the said several Towns, Lands, and Premises of *Derrin*, *Cerlislea*, *Drumkilly*, with the Mill thereon, *Ardlow* otherwise *Ardlough*, *Clonmult*, *Gortnesbangan* otherwise *Bingfield*, *Killycannon*, *Greenan* otherwise *Greenaw*, *Polereagh*, *Sbrananornogue*, *Cornaseer*, *Kilmainham*, and *Shannow*, and the said Tenements and Premises in and near to the Town of *Drogheda*, or by Mortgage or Sale of a competent Part thereof by and with the like Consent as aforesaid, of the said *James O'Reilly* the younger, to
raise

raise a Sum of Money sufficient to pay off and discharge the said Sum of One thousand seven hundred and fifty Pounds, being the Remainder of the unpaid Debts of the said *James O'Reilly* the elder, as mentioned and contained in a Schedule No. 3. to this Act annexed, together with all Interest, Costs, and Charges due, and which shall become due thereon, until paid, and after Payment thereof, then upon the further Trust, that they the said *James O'Reilly*, *Phillip Tuite Dalton*, *James Henry Cottingham*, and *Francis Blackburne*, and the Survivors and the Survivor of them, and the Heirs and Assigns of such Survivor do, out of the aforesaid mentioned Lands and Premises, to wit, the Town and Lands of *Derrin*, *Corlislea*, *Drumkilly*, with the Mill thereon, *Ardlow* otherwise *Ardlough*, *Clonmult*, *Gortnesbangan* otherwise *Bingfield*, *Kilycannon*, *Greenan* otherwise *Creenaw*, *Polercagh*, *Sbranannogue*, *Kilmainham*, *Cornaseer*, and *Shannow*, and the Tenements and Premises in and near to the Town of *Drogheda*, pay off and discharge yearly and every Year, to *Mary O'Reilly*, the Daughter of the said *James O'Reilly* the elder, and the now Wife of the said *James O'Reilly* of *Mill Castle*, the said Annuity of One hundred Pounds for and during the Term of her natural Life, the same being charged upon said last-mentioned Lands and Premises, by the Codicil to the said Will of the said *James O'Reilly* the elder, the same to be paid in such Manner and by such Payments, and subject to such Restrictions and Provisoos, and with such Powers of recovering same as mentioned and expressed by the said Will; and also that they the said *James O'Reilly*, *Philip Tuite Dalton*, *James Henry Cottingham*, and *Francis Blackburne*, and the Survivors and the Survivor of them, and the Heirs and Assigns of such Survivor do, out of the Rents, Issues, and Profits of the said several Lands and Premises last-mentioned, pay off and discharge yearly and every Year, to the said *Margaret O'Reilly*, the Widow of the said *Thomas O'Reilly*, the said additional Annuity of One hundred Pounds so charged and made payable to her, by the said Deed of the Eleventh Day of *September* One thousand seven hundred and ninety-nine, over and above the said Annuity so secured for her by the said Deed of the Fifth *March* One thousand seven hundred and seventy-three, same to be payable in such Manner and by such Gales, and with such Powers of recovering same, as are mentioned and expressed in said Deed of the Eleventh Day of *September* One thousand seven hundred and ninety-nine, and do and shall, out of the Rents, Issues, and Profits of all and singular the said Lands and Premises comprised in the said Deed of Fifth *March* One thousand seven hundred and seventy-three, and Eleventh *September* One thousand seven hundred and ninety-nine, or such Part thereof as shall remain unfold, pay off and discharge yearly and every Year to the said *Margaret O'Reilly*, the said Annuity of Four hundred Pounds so charged and made payable to her by the said Deed of Fifth *March* One thousand seven hundred and seventy-three, in such Manner and by such Gales, and with such Powers of recovering the same, as are mentioned and expressed in said Deed; and after the Payment of said last-mentioned Annuities, then to the several Uses, Intents, and Purposes in the said Deeds of the Eleventh Day of *September* One thousand seven hundred and ninety-nine, and of the Ninth Day of *June* One thousand eight hundred and three, mentioned and declared, save and except such of the said Uses and Trusts, and the Charges in the said Deeds contained, and thereby created, as are by this Act otherwise provided for, and to no other Use, Intent, or Purpose whatsoever; and upon this further Trust, that they the

said *James O'Reilly, Philip Tuite Dalton, James Henry Cottingham, and Francis Blackburne*, and the Survivors and the Survivor of them, and the Heirs of such Survivor do, and shall pay and apply the Money which shall be so raised by such Mortgage or Mortgages, or the Purchase Money to be raised by such Sale or Sales as aforesaid, of the Towns, Lands, and Premises so mentioned in the said Deed of the Fifth Day of *March* One thousand seven hundred and seventy-three, and the Rents, Issues, and Profits of said Premises (the Quit, Crown, and Head-Rents due thereout respectively, and the Renewal Fines aforesaid of the Leasehold Premises being also thereout paid), until such Mortgage or Mortgages, Sale or Sales as aforesaid, shall be made in the first Place in Payment and Discharge of the Costs and Expences which shall have occurred in soliciting this Act, with Interest until paid, and in the next Place, in Payment of the said Charge of Two thousand Pounds to the said *Anthony Blackburne*, in whom the same is now vested in Trust, as aforesaid; and Thirdly, that they the said *James O'Reilly, Philip Tuite Dalton, James Henry Cottingham, and Francis Blackburne*, and the Survivors and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, do pay and apply the said Sum of Five thousand Pounds, together with such Interest as shall be due thereon, pursuant to and at the Rate specified by the said Deed of One thousand seven hundred and seventy-three, to and amongst the younger Children of the said *Thomas and Margaret*, in such Shares and Proportions as they are respectively entitled thereto, under the Terms of the said Deed, subject to such Appointment and Appointments, as are set forth and declared in and by the said Deeds of the Fifth Day of *March* One thousand seven hundred and seventy-three, of and concerning the same: And Fourthly, that the said *James O'Reilly, Philip Tuite Dalton, James Henry Cottingham, and Francis Blackburne*, and the Survivors and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall, out of the Money raised by the Means aforesaid, by Mortgage or Sale of the said Lands and Premises so mentioned in the said Deed of the Fifth Day of *March* One thousand seven hundred and seventy-three, pay off and discharge all and every of said Debts, provided for by the said Deed of the Eleventh Day of *September* One thousand seven hundred and ninety-nine; and therein and in the said Schedule thereunto, and also in the Schedule No. 2. hereunto annexed, and set forth and mentioned according to their Priority, together with all Interest and Costs now due, and to grow due respectively thereon; and further, that the said *James O'Reilly, Philip Tuite Dalton, James Henry Cottingham, and Francis Blackburne*, and the Survivors and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall, out of the Money to be so raised by the Means aforesaid, or by Perception of the Rents, Issues, and Profits, or by the Sale or Mortgage of the said several Lands and Premises, so charged with and appointed to be sold for the Payment of the said Sum of One thousand seven hundred and fifty Pounds, the remaining Part of the outstanding Debts of the said *James O'Reilly* the elder, pay and discharge said Debts, or so much thereof, as shall remain due, and all Interest and Costs due, and to grow due thereon respectively, until paid.

Premises to be freed from Incumbrances.

II. And be it further enacted, by the Authority aforesaid, That all and every such Part and Parts of said several Lands and Premises as shall be so necessarily sold for the respective Purposes aforesaid, and every of them, shall stand absolutely freed and discharged of and from all and singular the Charges

Charges, Annuities, and other Incumbrances, created by the said Deed of the Eleventh Day of *September* One thousand seven hundred and ninety-nine, and the Debts mentioned in the said Schedule thereunto annexed, and the said Annuity so charged for the said *Henrietta O'Reilly*, by the said Deed of the Ninth Day of *June* One thousand eight hundred and three, and all other Charges and Incumbrances whatsoever affecting the same, and also of and from all and every Use, Trust, Limitation, Power; and Agreement limited, declared, or expressed of and concerning the same, either by the said Deeds of One thousand seven hundred and seventy-three, or said Deeds of One thousand seven hundred and ninety-nine, or by any other of said Deeds or Will herein-before in Part recited, save only as to the Equity of Redemption of such of said Lands and Premises as shall be so as aforesaid mortgaged for the said Purposes: Provided that no greater or other Part of the said Lands and Premises respectively so appointed to be sold for the Purposes aforesaid, shall be sold than shall be sufficient for the said Purposes respectively mentioned, and that all such Part or Parts as may be sold for the Purposes aforesaid, shall be sold for the most Money and best Price that can be had or gotten for the same: Provided always that every Sale of the said Lands, Tenements, Hereditaments, and Premises, or any Part thereof, shall be had, by Publick Auction in the Chancery Chamber; or in the Royal Exchange Coffee Room in the City of *Dublin*, or in some other publick Room or Place in the City of *Dublin*, in which Sales of Lands are and have been accustomed to be had in said City, between the Hours of Twelve and Four o'Clock in the Afternoon, and that Notice of such Sale and Sales, and of the Time and Place appointed for the same; shall be given, by at least Three several and successive Publications of an Advertisement for that Purpose, in the *Dublin Gazette*; and Two or more of the Newspapers published in the said City, One of which Publications in the said Gazette and Newspapers shall be made at least One Calendar Month before the Day appointed for such Sale, and each of which Advertisements shall express the Name, Situation, and General Description of each Denomination intended to be sold, with the Name of the Person or Persons occupying the same, and the Rents payable thereout, and the Tenure or Term under which the same shall be held at the Time of such Advertisement, and that the said Towns, Lands, Tenements, Hereditaments and Premises, and every Part thereof, shall be sold, pursuant to such Advertisement, at the Time and Place thereby appointed for such Sale, or at some Adjournment thereof, of which Adjournment, if such be had, at least Eight Days Notice shall be given in the *Dublin Gazette*, and Two of the said *Dublin* Newspapers, in Manner aforesaid, to the highest and fairest Bidder.

III. And be it further enacted, by the Authority aforesaid, That the Receipt and Receipts of the said *James O'Reilly*, *Philip Tuite Dalton*, *James Henry Gottingham*, and *Francis Blackburne*, or of the Survivors or Survivor of them, indorsed on any Deed or Deeds of Mortgage or of Sale hereafter to be had, done; or made of the said several Lands and Premises respectively, or any Part thereof, shall be good and sufficient Discharges to the Mortgagee or Mortgagees, Purchaser or Purchasers thereof, for all or such Sum or

Receipts of
Trustees to be
a sufficient
Discharge.

[*Loc. & Per.*]

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Sums

Sums of Money as shall be paid to the said Trustees, or either of them, or to the Heirs of the Survivor of them; and that such Mortgagee or Mortgagees, Purchaser or Purchasers, shall not be answerable or accountable for the Application or Misapplication of the Money so paid by him or them as aforesaid, or be obliged to see or attend to the Application thereof; and that such Mortgagee or Mortgagees, Purchaser or Purchasers, his and their Heirs, Executors, Administrators, and Assigns respectively, shall have, hold, and enjoy all such of the said Lands and Premises which shall be conveyed or assigned to them respectively by the said Trustees, or the Survivors or Survivor of them, or by the Heirs of the Survivor of them, under such Sale or Sales, Mortgage or Mortgages as aforesaid, freed, exonerated, and discharged of and from all and singular the said several Debts, Annuities, and Incumbrances mentioned in the said Deeds of the Fifth Day of *March* One thousand seven hundred and seventy-three, and the Eleventh Day of *September* One thousand seven hundred and ninety-nine, and in the Schedule hereto annexed, and in the said Deed of the Ninth Day of *June* One thousand eight hundred and three, or in the said Will of the said *James O'Reilly* the elder, and all other Debts, Incumbrances, and Annuities affecting the same, save and except as is herein-before particularly excepted; and also from all and every the Uses and Estates, Trusts and Limitations, Powers and Agreements mentioned and comprized in the said Deeds of the Eleventh Day of *September* One thousand seven hundred and ninety-nine, and of the said Deed of the Ninth Day of *June* One thousand eight hundred and three, and of the said Deed of the Fifth Day of *March* One thousand seven hundred and seventy-three, and in the Will of the said *James O'Reilly* the elder, and all other Deeds herein-before in Part recited, or otherwise, since the Fifth Day of *March* One thousand seven hundred and seventy-three; and further, that all and every Deed of Conveyance, Assignment, Mortgage, or Sale, which shall be made and executed of all or any of said Lands and Premises under this Act by the said Trustees, or either of them, or by the Heirs of the Survivor, shall be good and valid both in Law and Equity to all Intents and Purposes whatsoever.

Surplus Money to be laid out in Premises in Ireland.

IV. And be it enacted by the Authority aforesaid, That, if any Surplus Money arising by such Sale or Sales shall remain in the Hands of the said *James O'Reilly* of *Mill Castle*, *Philip Twite Dalton*, *James Henry Cottingham*, and *Francis Blackburne*, or the Survivors or Survivor of them, his Heirs or Assigns, then and in such Case all such Surplus Money shall, with all convenient Speed, with the Consent of the said *James O'Reilly* of *Baltrasna*, or the Person or Persons for the Time being who shall be beneficially entitled in Possession to the Rents and Profits of the Lands or Hereditaments so to be purchased, or of the Guardian or Guardians of such Person or Persons, being an Infant or Infants; be laid out and invested, under and subject to the Direction of the High Court of Chancery in Ireland, in pursuance of an Order or Orders for that Purpose to be obtained on Motion or Petition, in a summary Way, in the Purchase of Freehold Manors, Messuages, Farms, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in Possession, situate in that Part of the United Kingdom of *Great Britain* and *Ireland* called *Ireland*, or Hereditaments convenient to be held therewith, and that all and singular the Freehold Manors and other Hereditaments, which shall be

be so purchased as aforesaid, shall be conveyed, settled, and assured to, for, and upon such and so many of the Uses, Estates, Trusts, Intents, and Purposes, and under and subject to such and so many of the Powers, Provisoos, Declarations, and Agreements, limited, created, declared, or expressed by the said Indenture of Settlement of the Eleventh Day of *September* One thousand seven hundred and ninety-nine, and of the said Deed of the Ninth Day of *June* One thousand eight hundred and three; of and concerning the said Hereditaments hereby vested as aforesaid, as shall be then undetermined and capable of taking Effect.

V. And be it further enacted, That, until such Purchase shall be made as aforesaid, the Residue or Surplus of the Monies arising from such Sale or Sales as aforesaid shall be paid by the said Trustees or Trustee for the Time being, without Fee or Reward, into the Bank of *Ireland*, in the Name and with the Privity of the Accountant-General of the High Court of Chancery of *Ireland*, to be placed to his Account there, *ex parte* the said *James O'Reilly* of *Mill-castle*, *Philip Tuite Dalton*, *James Henry Cottingham*, and *Francis Blackburne*, or the Survivors or Survivor of them, his Heirs or Assigns, pursuant to the Method prescribed by the *Irish* Statute of the Twenty-third and Twenty-fourth of *George* the Third, Chapter Twenty-two, and the General Orders of the said Court; and shall, when so paid in, be laid out in the Purchase of *Irish* Government Debentures, or *Irish* Treasury Bills; and the Interest arising from the Money so laid out in the Purchase of Debentures or Treasury Bills, and the Money received for the same, as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant-General, in the Purchase of the like Debentures or Treasury Bills; all which said Debentures and Treasury Bills shall be deposited in the said Bank in the Name of the said Accountant-General, and shall remain there until a proper Purchase or Purchases be found and approved as before directed, and until the same shall, upon a Petition, setting forth such Approbation, to be preferred to the said Court in a summary Way, by or on the Behalf of the said *James O'Reilly* of *Baltrasna*, or the Person or Persons for the Time being beneficially entitled in Possession to the Rents and Profits of the Lands or Hereditaments so to be purchased, or of the Guardian or Guardians of such Person or Persons being an Infant or Infants, be ordered to be sold; and if the Money arising by the Sale of such Debentures or Treasury Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then, and in that Case only, the Surplus which shall remain after discharging the Expences of the Applications to the Court shall be paid to the Person or Persons respectively who would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased pursuant to this Act, or the Representatives of such Person or Persons.

THAT Purchases are made, Money to be paid into the Bank of Ireland.

VI. Provided always, and be it further enacted by the Authority aforesaid, That the said *James O'Reilly*, and *Philip Tuite Dalton*, *James Henry Cottingham*, and *Francis Blackburne*, or the Survivors or Survivor of them, and the Heirs, Executors, and Administrators, of each respectively, shall not be charged or chargeable, the one for the Act, Receipt, or Deed, of the other, nor for any further or other Sum or Sums of Money, for or in respect of the Premises, than shall actually come to their Hands respectively.

Trustees not answerable for the Act of another.

spectively, nor for any Loss or Miscarriage that shall or may happen therein, or in the Execution of said Trusts, without his or their wilful Default, and that it shall and may be lawful to and for the said Trustees, or any of them, and for the Heirs of the Survivor of them, out of the Money arising from such Mortgages or Sales, to retain and reimburse themselves all such Costs and Charges, as they respectively may sustain, or be put to by the Trust hereby reposed in them, as well as all such Costs and Expences as may be incurred in applying for, and in and about the obtaining of this Act.

Trustees empowered to cut Timber, &c.

VII. And be it further enacted, That it shall and may be lawful to and for the said *James O'Reilly, Philip Tuite Dalton, James Henry Cottingham, and Francis Blackburne*, and the Survivors and Survivor of them, and the Heirs of such Survivor, to sell, cut down, and dispose of, or otherwise to make Sale of all the Timber, Trees, and Wood, standing and growing in and upon all and every of the said several Lands and Premises so comprised in the said Deed of the Eleventh Day of *September* One thousand seven hundred and ninety-nine, or such Part or Parts thereof, as shall, by Two competent Surveyors, be deemed eligible and proper to be cut, (save and except the ornamental Timber Trees standing and growing in and upon the Demesne belonging to the Mansion-house of *Baltrasna*, otherwise *Hawksfield* aforesaid, being the Family Residence), and to pay and apply the Value and Produce thereof in Discharge of said several Debts in said Schedule to the said Deed of One thousand seven hundred and ninety-nine, and in the Schedule hereunto annexed, provided that said Timber and Timber Trees, and other Wood be sold and disposed of for the most Money and best Price that can or may be gotten for the same, and that the Amount thereof shall be so paid and applied in Discharge of said Debts and Incumbrances: And further, That it shall and may be lawful to and for the said *James O'Reilly, and Philip Tuite Dalton, James Henry Cottingham, and Francis Blackburne*, and the Survivors and the Survivor of them, and the Heirs of such Survivor, or the said Mortgagee or Mortgagees, or the Purchaser or Purchasers, from Time to Time, and at all Times hereafter, to procure Renewals of all or any of the Leases for Lives of such of the said Lands as are held under Leases for Lives, renewable for ever, same to enure to the several Trusts, Intents, and Purposes herein-before mentioned and intended.

Application of the Money arising by the Timber.

VIII. And be it further enacted by the Authority aforesaid, That if any Surplus Money arising by the Sale or Sales of such Timber, Trees, and Wood as aforesaid shall remain in the Hands of the said Trustees, or the Survivors or Survivor of them, his Heirs or Assigns, after Payment and Discharge of the Debts aforesaid; then, and in such Case, all such Surplus Monies shall be paid, applied, and disposed of, in such and the same Manner, and upon and for such and the same Intents and Purposes, in all Respects whatsoever, as is herein-before expressed and declared touching and concerning the Residue or Surplus (if any) of the Monies arising from the Sale of the said Estates hereby vested in Trust as aforesaid.

General Savings.

IX. Saving always and reserving to the King's most Excellent Majesty, His Heirs and Successors, and all and every other Person or Persons whatsoever

soever, Bodies Politick and Corporate, their Heirs, Successors, and Assigns (other than the said *Margaret O'Reilly*, *James O'Reilly*, and *Henrietta O'Reilly* his Wife, and their and every of their Issue Male and Female respectively, and their and every of their Heirs, and the said Trustees, and several other Persons who also respectively claim any Interest under the said several Deeds and Will,) all his, her, and their Right, Title, and Interest, Claim and Demand whatsoever, in or to the said Premises, or any of them, every or any Part or Parcel thereof; any Thing herein contained to the contrary in anywise notwithstanding.

X. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty; and a Copy thereof, so printed, shall be admitted as Evidence thereof by all Judges, Justices, and others. Evidence.

The FIRST SCHEDULE referred to by the foregoing Act, being an Account of Annuities and Charges created by the Deed of the Fifth Day of March One thousand seven hundred and seventy-three, in said Act mentioned.

To the younger Children of said Thomas O'Reilly and Margaret O'Reilly, otherwise Sibthorpe, his Wife, charged upon the Estate, and provided to be paid by the said Deed of the 5th March 1773	- - -	£.5,000	0	0
To the Sum of 2,000l. mentioned in said Deed to be charged by said Thomas upon said Estates, and now vested in Anthony Blackburn Esquire	-	2,000	0	0
To 200l. payable to the said Margaret O'Reilly, and payable to her on the Death of the said Thomas, now deceased	- - - - -	200	0	0
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		£.7,200	0	0
To One Annuity of 400l. a-Year, chargeable upon said Estate, and provided for by the said Deed for the Life of the said Margaret, in case of her surviving the said Thomas, and now payable to her	- -	£.400	0	0

Luke Magrath.

The SECOND SCHEDULE referred to by the foregoing Act, being an Account of the Debts set forth in the Schedule to the Deed of the Eleventh Day of September One thousand seven hundred and ninety-nine, in said Act mentioned, and thereby provided for.

1793, Easter Term.—Due by Judgement in the Court of King's Bench to John Ferns, a Principal Sum of	£.494	7	8
1795, Trinity Term.—Due by Judgement in the said Court to Owen Mullamphy, a Principal Sum of	1,341	18	2½
1796, Michaelmas Term.—Due by Judgement in the said Court to Patrick Reilly, a Principal Sum of	27	9	0
1796, Same Term.—Due by Judgement in the said Court to Thomas Fairchild, a Principal Sum of	159	9	11
1796, Same Term.—Due by Judgement in the said Court to Patrick Dowell, a Principal Sum of	2,109	0	5
1797, Hilary Term.—Due by Judgement in the said Court to Philip Abbott, a Principal Sum of	800	0	0
1797, Same Term.—Due by Judgement to the Assignees of Mark White, a Bankrupt	57	0	0
1797, Trinity Term.—Due by Judgement in the said Court to James George Dowdall, a Principal Sum of	166	15	0
1798, Trinity Term.—Due by Judgement in the said Court to Walter Keeting, a Principal Sum of	246	18	1¼
1798, Same Term.—Due by Judgement in the said Court to Ann and William Binns, a Principal Sum of	123	2	2
1798, Michaelmas Term.—Due by Judgement in the said Court to Owen Mullamphy, a Principal Sum of	1,163	8	0
1798, Same Term.—Due by Judgement in the said Court to the said Owen Mullamphy, a Principal Sum of	557	10	0
1799, Hilary Term.—Due by Judgement in the said Court to William Jones, a Principal Sum of	568	5	0
1799, Trinity Term.—Due by Judgement in the said Court, to Robert Doughty, a Principal Sum of	720	8	0
	1797, Easter		

1797, Easter Term.—Due by Judgement in the Court of Common Pleas, to John Firms, a Principal Sum of	£.814	0	0
1797, Same Term.—Due by Judgement in the said Court to Ralph Clarke, a Principal Sum of	-	200	0
1798, Michaelmas Term.—Due by Judgement in the said Court to James Bird, a Principal Sum of	-	69	8
1799, Trinity Term.—Due by Judgement in the said Court to Anthony O'Reilly Esquire, a Principal Sum of	-	1,028	11 8½
1796, Michaelmas Term.—Due by Judgement in the Court of Exchequer to Walter Brady, a Principal Sum of	-	223	18 6
1798, Easter Term.—Due by Judgement in the said Court to William Webb, a Principal Sum of	-	100	0
1799, Trinity Term.—Due by Judgement in the said Court to Anthony Blackburne Esquire, a Principal Sum of	-	323	5 6
1799, Same Term.—Due by Judgement in the said Court to Samuel Adams, a Principal Sum of	-	1,548	2 10
Due by Judgement in the to Robert Erskine, a Principal Sum of	-	800	0
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	£.13,642	18	0½

Luke Magrath.

The THIRD SCHEDULE referred to by the foregoing Act, being an Account of the Debts of James O'Reilly the elder, deceased, in said Act named, remaining unpaid, and charged upon the Lands mentioned and devised by his Will; and also an Annuity charged upon said Lands by said Will.

Due to Assignee of the Legatee of Captain Arthur Fitzgerald, a Principal Sum of	£.1,000	0	0
Due to the Assignee of Walter Brady	500	0	0
Due to the Legatee of Matthew Connor	150	0	0
Due to the Legatee of Michael O'Reilly	100	0	0
	<hr/>		
	£.1,750	0	0
To an Annuity chargeable upon said Estate for the Life of Mary O'Reilly, the Daughter of James O'Reilly, Esquire, deceased, and the Wife of James O'Reilly, of Mill Castle, Esquire	£.100	0	0
To an Additional Annuity charged by the Deed of 1799, for Margaret O'Reilly the Wife of Thomas O'Reilly, for her Life	£.100	0	0

Luke Magrath.

The FOURTH SCHEDULE containing an Account of the Income of the Estates settled by the Deed of the 11th Day of September 1799, in the foregoing Act mentioned :

	Denominations.	Rents.	Observations.
County of Meath -	Baltrafna -	£ 538 3 9	} Subject to £.134 13 2 Chief Rent
County of Cavan -	Garrifallagh -	77 2 6	
	Kilbride and its Sub-denominations -	350 2 6	Head Rent 40 0 0
	Pollereagh -	102 3 9	
	Monnery -	121 5 7	Head Rent 25 0 0
	Cornemucklagh and its Sud-denominations -	145 16 4	} Head Rent 40 0 0
	Barcony -	143 3 1	
	Corlislea -	219 10 2½	
	Drumkilly -	110 2 0	
	Ardlow -	75 14 4	
	Derrin -	49 4 0	
	Bingfield -	21 0 0	
	Killicannon -	100 3 0	
	Crenew -	56 14 0	
	Kilmainham -	70 3 2	
	Shannow -	8 13 6	
County of Westmeath -	Ballicomoile -	472 5 5	Head Rent 90 15 0
County of the Town of Drogheda -	Plague Park and Tenements -	21 0 0	
		£ 2,682 . 7 1½	

Luke Magrath.

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