



ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

Cap. 18.

An Act for compromising certain Suits and Claims affecting Parts of the Estates of the late Marquess of *Antrim*, and for settling certain Lands intermixed with Parts of such Estates.

[31st August 1848.]

WHEREAS by an Indenture of Release, bearing Date the Eighteenth Day of *August* One thousand eight hundred and fourteen, made between *George Ponsonby* of the First Part, the Right Honourable *Arthur Lord Viscount Dungannon* of the Second Part, the Right Honourable *Anne Catherine* Countess of *Antrim* of the Third Part, the Right Honourable *Mark Robert Kerr* commonly called Lord *Mark Robert Kerr* and the Right Honourable Lady *Charlotte Kerr* his Wife of the Fourth Part, the said *George Ponsonby* and *Arthur Lord Viscount Dungannon* of the Fifth Part, and *Isaac Samuel Clamtree* and *Richard Whitton* of the Sixth Part, such Indenture being to carry into effect a Partition therein recited to have been made in pursuance of a Decree in a certain Suit in Chancery of *Tempest* and another against *Antrim* and others, Two undivided Sixth Parts of the Castle, Messuages, or Tenements and

[Private.]

Indenture of Release, dated 18th August 1814.

Hereditaments in the First Schedule to the same Indenture, and the Entirety of the Baronies or Lordships and Hereditaments in the Second Schedule to the same Indenture, were limited, subject to a certain Mortgage affecting Part thereof, to the Use of the said *George Ponsonby* and *Arthur* Lord Viscount *Dungannon*, their Heirs and Assigns, upon trust by mortgaging or otherwise disposing of the same Premises to raise the One Third Part of the said *Anne Catherine* Countess of *Antrim* of the Sum of Thirty-six thousand Pounds charged upon the Lands limited by the Indenture now in recital, as therein mentioned, and all Interest due in respect of such Third Part, and also the several Debts and Incumbrances mentioned and specified in the said Second Schedule to the Indenture now in recital, and thereby intended to be charged exclusively on the Estates comprised in the same Schedule, and also One Third Part of every or any Debt, Charge, or Incumbrance on the Estates then late of the Marquess of *Antrim* deceased, which were not in any of the Schedules written or annexed to the same Indenture, or in the Body thereof stated to be actually specifically charged on the particular Share or Allotment of either of the Parties, and all Interest (if any) due or to become due on any such Incumbrance respectively, and all Costs to be occasioned by or in relation thereto, or otherwise in the Execution of the Trusts thereby declared of the said Estates so limited in Use to the said *George Ponsonby* and *Arthur* Viscount *Dungannon*, and to apply the Monies so to be raised in Payment of the said Third Part and the Interest thereof, and of other the Debts, Incumbrances, and Sums of Money intended to be secured by those present Trusts, and, subject and without Prejudice to the several Trusts and Purposes therein-before declared, in trust for the said *Anne Catherine* Countess of *Antrim*, her Heirs and Assigns for ever; and by the same Indenture One other undivided Sixth Part of the Castle, Messuages, or Tenements and Hereditaments in the said First Schedule, and the Entirety of certain of the Hereditaments in the Fourth Schedule to the Indenture now in recital, were limited to the Use of the said *George Ponsonby* and *Arthur* Lord Viscount *Dungannon*, their Heirs and Assigns, upon trust by mortgaging or otherwise disposing of the same Premises to raise One Moiety of the One Third Part of the said *Anne Catherine* Countess of *Antrim* as Administratrix of *Letitia Mary M'Donnell* of the said Sum of Thirty-six thousand Pounds, and all Interest due and to become due in respect of such Moiety, and also One Sixth Part of every or any Debt, Charge, or Incumbrance on the Estates late of the said Marquess which were not in any of the Schedules thereunder written or thereunto annexed, or in the Body of the same Indenture, stated to be or eventually specifically charged on the particular Share or Allotment of either of the Parties, and all Interest (if any) due or to become due on any such Incumbrances respectively, and all Costs to be occasioned by or in relation thereto, or otherwise in the Execution of the Trusts thereby declared of the said Estates so limited in Use to the said *George Ponsonby* and *Arthur* Lord Viscount *Dungannon* as last aforesaid, and to apply the Monies so to be raised in Payment of the said Moiety of the said last-mentioned Third Part, and the Interest thereof, and of other the Debts, Incumbrances, and Sums of Money intended to be secured by those present Trusts, and, subject thereto, upon trust that the said *George Ponsonby* and *Arthur* Lord Viscount *Dungannon*, and the Survivor

vivor of them, or the Heirs or Assigns of such Survivor, should settle and convey the same Premises to the Use of the said *Anne Catherine* Countess of *Antrim* and her Assigns for Life, without Impeachment of Waste, with Remainder to the Use of the said *George Ponsonby* and *Arthur* Viscount *Dungannon*, or some other Persons to be named as Trustees in the said Settlement, and their Heirs, during the Life of the said *Anne Catherine* Countess of *Antrim*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of the said *Anne Catherine* Countess of *Antrim* in Tail Male; with Remainder to the Use of all the Daughters of the said *Anne Catherine* Countess of *Antrim* as Tenants in Common in Tail, with cross Remainders between or among them in Tail, and if all the Daughters of the said *Anne Catherine* Countess of *Antrim* except One should die without Issue, or there should be but One such Daughter, then, as to the Entirety of the said Premises lastly therein-before mentioned, to the Use of such One or only Daughter and the Heirs of her Body issuing, with Remainders over; and by the same Indenture the other or remaining Three equal Sixth Parts of the said Castle, Messuages, or Tenements and Hereditaments in the said First Schedule, and the Entirety of the Baronies or Lordships, Lands, and Hereditaments in the Third Schedule to the Indenture now in recital, and as to the remaining Parts of the Hereditaments in the said Fourth Schedule, were limited to the Use of the said *George Ponsonby* and *Arthur* Viscount *Dungannon*, their Heirs and Assigns, for ever, upon trust by mortgaging or otherwise disposing of the same Premises to raise the One Third Part of the said *Lady Charlotte Kerr* of the said Sum of Thirty-six thousand Pounds, and the remaining Moiety of the said One Third Part of the said *Anne Catherine* Countess of *Antrim* as Administratrix of the said *Lady Letitia M'Donnell* as aforesaid of and in the said Sum of Thirty-six thousand Pounds, and all Interest due and to become due in respect of such Share respectively, and all the several Debts and Incumbrances mentioned and specified in the said Third Schedule to the Indenture now in recital, and thereby intended to be charged exclusively on the Estates comprised in the same Schedule, and also One Third Part and Half of One other Third Part, such Proportions being equal to Three Sixths of every or any Debt, Charge, or Incumbrance on the Estates of the said Marquess of *Antrim* which were not in any of the Schedules thereunder written or thereunto annexed or in the Body of the same Indenture stated to be or actually specifically charged on the Part or Share or Allotment of either of the said Parties, and all Interest (if any) due or to become due on any such Incumbrances respectively, and all Costs to be occasioned by or in relation thereto, or otherwise in the Execution of the Trusts thereby declared of the said Estates so lastly limited in Use to the said *George Ponsonby* and *Arthur* Lord Viscount *Dungannon*, and to pay and apply the Money so to be raised as last aforesaid in Payment of the said last-mentioned Third Part or Moiety of another Third Part of the said Thirty-six thousand Pounds, and the Interest thereof, and of other the Debts and Incumbrances and Sums of Money intended to be secured by those present Trusts, and, subject thereto, upon trust that the said *George Ponsonby* and *Arthur* Viscount *Dungannon*, or the Survivor of them, or the Heirs or Assigns

Assigns of such Survivor, should convey and settle the same Premises to the Use of the said Lady *Charlotte Kerr* for Life, with divers Remainders over to her Sons and Daughters in strict Settlement; and the said *Anne Catherine* Countess of *Antrim* and Lord *Mark Kerr* and Lady *Charlotte Kerr* did thereby declare that the said specific Allotments should from thenceforth stand subject and charged with all and every the Debts, Charges, and Incumbrances in the said Second and Third Schedules and in the Body of the same Indenture mentioned and specified as affecting the same respective Allotments, and that such Allotments respectively should from thenceforth exonerate, save harmless, and keep indemnified the other Parts of the Estates late of the said Marquess of *Antrim* against all such Debts, Charges, and Incumbrances, and all Claims and Demands in respect thereof: And whereas the said Second Schedule to the herein-before recited Indenture comprises the Baronies or Lordships of *Glenarm* and *Kilconway* in the County of *Antrim*, with the free Warrens, Royalties, Courts, Jurisdictions, Fairs, Markets, Tolls, Customs, Services, Fisheries, Rights, Privileges, Advantages, and Appurtenances to the same Baronies and Lordships respectively belonging: And whereas amongst the Debts and Incumbrances mentioned and specified in the said Second Schedule to the herein-before recited Indenture annexed, and thereby intended or directed to be charged exclusively on the Estates comprised in the same Schedules, Three Debts are described and set forth as follows; (that is to say,) "*James Moore*, on Mortgage, One thousand seven hundred and twenty-seven Pounds; *James Stewart Moore*, Judgment, One thousand Pounds; Lady *Rachel Sandford's* Family Covenant, Six thousand three hundred and eighty-three Pounds Six Shillings and Ten-pence:" And whereas such of the Hereditaments comprised in the said Fourth Schedule to the herein-before recited Indenture as were by such Indenture directed to be settled, subject as herein-before in that Behalf is mentioned, to the Use of the said *Anne Catherine* Countess of *Antrim* and her Assigns for her Life, with Remainders over, as aforesaid, are situate in *Glenarm* and *Kilconway* aforesaid: And whereas the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim* did, in or as of *Easter Term* in the Year One thousand eight hundred and eighteen, duly acknowledge and levy a Fine Sur conuzance del droit come ceo, et cetera, unto the Right Honourable the Earl *O'Neil* and Sir *John Leach* Knight, and their Heirs, of the said Baronies, Lordships, and Hereditaments, and undivided Parts and Shares of Hereditaments, which by the herein-before recited Indenture were, subject as herein-before in that Behalf is mentioned, directed to be held in trust for the said *Anne Catherine* Countess of *Antrim*, her Heirs and Assigns, as aforesaid: And whereas by an Indenture of Release, bearing Date the Twenty-first Day of *July* One thousand eight hundred and nineteen, grounded on a Lease for a Year, and made or expressed to be made between the said *Arthur* Viscount *Dungannon* of the First Part, *Edmund M'Donnell* Esquire and the said *Anne Catherine* Countess of *Antrim*, then his Wife, of the Second Part, the said Earl *O'Neil* and Sir *John Leach* of the Third Part, *Thomas Coutts*, therein described, of the Fourth Part, and *Thomas Atkinson*, therein described, of the Fifth Part, after reciting, among other things, the herein-before recited Indenture of the Eighteenth Day of *August* One thousand eight hundred and fourteen,

Indenture dated 21st July 1819, for raising 20,000*l.* on Mortgage.

fourteen, and the said Fine; and reciting, that the said Sum of Twelve thousand Pounds, the One Third Part of the said *Anne Catherine* Countess of *Antrim* in the said Sum of Thirty-six thousand Pounds, and the said Sums of One thousand seven hundred and twenty-seven Pounds, One thousand Pounds, and Six thousand three hundred and eighty-three Pounds Six Shillings and Ten-pence, so respectively mentioned in the said Second Schedule to the said recited Indenture of the Eighteenth Day of *August* One thousand eight hundred and fourteen, were respectively to be computed according to *Irish* Currency; and made in the whole the Sum of Twenty-one thousand one hundred and ten Pounds Six Shillings and Ten-pence *Irish* Currency, being equal to Eighteen thousand one hundred and ninety-eight Pounds Eleven Shillings and Three-pence Money of *Great Britain*; and reciting, that the said *Arthur* Viscount *Dungannon*, the said *Edmund M'Donnell*, and the said *Anne Catherine* Countess of *Antrim*, had applied to the said *Thomas Coutts* to lend them the Sum of Twenty thousand Pounds of lawful Money of *Great Britain*, which the said *Thomas Coutts* had agreed to do, and that it had been agreed that the Sum of Eighteen thousand one hundred and ninety-eight Pounds Eleven Shillings and Three-pence of like lawful Money, Part of the said Sum of Twenty thousand Pounds, should be applied in discharge of the said Sums, amounting together to that Sum, and that the Residue thereof should be paid to the said *Edmund M'Donnell* and the said *Anne Catherine* Countess of *Antrim*; and reciting Four several Indentures of Assignment, whereby, in consideration of Four several Sums of Twelve thousand Pounds, Six thousand three hundred and eighty-three Pounds Six Shillings and Ten-pence, One thousand seven hundred and twenty-seven Pounds, and One thousand Pounds, therein respectively expressed to have been paid by the said *Thomas Atkinson*; the said several Sums of Twelve thousand Pounds, Six thousand three hundred and eighty-three Pounds Six Shillings and Ten-pence, One thousand seven hundred and twenty-seven Pounds, and One thousand Pounds, and the Securities for the same, were severally assigned to the said *Thomas Atkinson*; and also reciting, that the said several Sums so as aforesaid expressed to have been paid by the said *Thomas Atkinson* were not the proper Money of the said *Thomas Atkinson*, but of the said *Thomas Coutts*, the Name of the said *Thomas Atkinson* being used only as a Trustee for the said *Thomas Coutts*; it was by the same Indenture of Release witnessed, that, in consideration of the said several Sums of Twelve thousand Pounds, Six thousand three hundred and eighty-three Pounds Six Shillings and Ten-pence, One thousand seven hundred and twenty-seven Pounds, and One thousand Pounds, paid by the said *Thomas Atkinson* in manner herein-before mentioned or referred to, out of the Monies of the said *Thomas Coutts*, and also in consideration of the Sum of One thousand eight hundred and one Pounds Eight Shillings and Nine-pence of lawful Money of *Great Britain*, Residue of the said Sum of Twenty thousand Pounds, to the said *Edmund M'Donnell* and the said *Anne Catherine* Countess of *Antrim* paid by the said *Thomas Coutts*, and for a nominal Consideration, the said *Arthur* Viscount *Dungannon*, at the Request of the said *Edmund M'Donnell* and the said *Anne Catherine* Countess of *Antrim*, did bargain, sell, and release, and the said *Edmund M'Donnell* and the said *Anne Catherine* Countess of

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Antrim

Antrim did grant, bargain, sell, release, ratify, and confirm unto the said *Thomas Coutts*, several Messuages, Farms, Lands, and Hereditaments in the Barony of *Glenarm* in the same Indenture mentioned, being Parcel of the Hereditaments which by the said recited Indenture of the Eighteenth Day of *August* One thousand eight hundred and fourteen were, subject as herein-before in that Behalf is mentioned, directed to be held in trust for the said *Anne Catherine* Countess of *Antrim*, her Heirs and Assigns as aforesaid, with their Appurtenances, to hold the same unto and to the Use of the said *Thomas Coutts*, his Heirs and Assigns, for ever; and it was by the Indenture of Release now in recital agreed, that the said Fine should be and enure; as to the Hereditaments granted and released by the same Indenture, to the Use of the said *Thomas Coutts*, his Heirs and Assigns, for ever; and in the same Indenture is contained a Proviso for Redemption of the same Premises on Payment by the said *Edmund M'Donnell* and the said *Anne Catherine* Countess of *Antrim*, or either of them, or their or either of their Heirs, Executors, or Administrators, or any of them, unto the said *Thomas Coutts*, his Executors, Administrators, or Assigns, of the Sum of Twenty thousand Pounds, with Interest thereon after the Rate of Five *per Centum per Annum*, on the Twenty-first Day of *January* then next; and it was by the Indenture now in recital declared and agreed by and between all the said Parties thereto, that the said *Thomas Atkinson*, his Executors, Administrators, or Assigns, should stand possessed of the said several Sums of Twelve thousand Pounds, Six thousand three hundred and eighty-three Pounds Six Shillings and Ten-pence, One thousand seven hundred and twenty-seven Pounds, and One thousand Pounds, assigned to him as herein-before is mentioned, and the Interest thereof respectively, and the respective Securities for the same Sums, upon trust for the said *Thomas Coutts*, his Executors, Administrators, and Assigns, to and for his and their own Use and Benefit, for better securing the Repayment of the said Sum of Twenty thousand Pounds and Interest, and to be from Time to Time for that Purpose assigned and disposed of as he or they should for that Purpose appoint: And whereas by an Indenture, bearing Date the Twelfth Day of *April* One thousand eight hundred and twenty-two, grounded on a Lease for a Year, and made or expressed to be made between the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim* of the one Part, and the Right Honourable *John Fane* Earl of *Westmoreland* then commonly called Lord *Burghersh*, and Sir *Charles Montolieu Lamb* Baronet, then *Charles Montolieu Burgess* Esquire, of the other Part, it is witnessed, that, in consideration of the Marriage solemnized between the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim* the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim* did grant, release, and confirm unto the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb* and their Heirs the said Baronies, Lordships, and Hereditaments, and undivided Parts and Shares of Hereditaments, which by the herein-before recited Indenture were, subject as herein-before in that Behalf is mentioned, directed to be held in trust for the said *Anne Catherine* Countess of *Antrim*, her Heirs and Assigns, as aforesaid, to hold all such of the same Hereditaments therein-before granted and released, or expressed and intended so to be, as were held under any Lease or Leases during the
Life

Indenture
dated 12th
April 1822.

Life or Lives of any Person or Persons, with their Appurtenances, (subject nevertheless to the several Incumbrances affecting the same or any of them, and appearing by the Indenture now in recital,) unto and to the Use of the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, and their Heirs, during the Life or Lives of such Cestuique Vie or Cestuisque Vie respectively, and to hold all other the Hereditaments, and Parts and Shares of Hereditaments and Premises, therein-before granted and released, or expressed and intended so to be, not held under any such Leases as aforesaid, with their Appurtenances, (subject nevertheless to the several Incumbrances affecting the same, and appearing by the Indenture of Release now in recital, or any of them,) unto and to the Use of the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, their Heirs and Assigns, for ever; and in the Indenture of Release now in recital is contained a Declaration that all Grants, Releases, and Confirmations therein-before contained, and also the said Fine, should, subject to the several Declarations then already made of the Uses of the said Fine, enure to the Use of the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, their Heirs and Assigns, nevertheless upon trust that the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should yearly during the joint Lives of the said *Edmund M'Donnell* and the said *Anne Catherine* Countess of *Antrim*, out of the Rents and Profits of the Premises, or by Mortgage, Sale, or Demise thereof or any Part thereof, levy and raise the annual Sum of One thousand Pounds for the separate Use of the said *Anne Catherine* Countess of *Antrim*, as therein mentioned, and, subject thereto, upon trust that the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should, when and so soon as they or he should be requested so to do by the said *Edmund M'Donnell*, his Executors, Administrators, or Assigns, but not otherwise, by absolutely selling, mortgaging, or otherwise disposing of such Part or Parts of the said Hereditaments thereby granted and released, with their Appurtenances, as should be selected by the said *Anne Catherine* Countess of *Antrim*, her Heirs or Assigns, upon the Request in Writing of the said *Edmund M'Donnell*, his Executors, Administrators, or Assigns, for that Purpose, or, in case of Default of making such Selection by the Space of Twenty-one Days next after any such Request, then by absolutely selling, mortgaging, or otherwise disposing of such Part or Parts of all and singular the said Baronies, Manors, Lordships, Lands, and Hereditaments, either together or in Parcels, and for such Price as to the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, should seem meet, levy and raise the Sum of Sixteen thousand five hundred Pounds of lawful Money of *Great Britain*, without any Interest for the same, and which said Sum should be raised wholly by Sale, or wholly by Mortgage, or partly by Sale and partly by Mortgage or Mortgages, and in case of any Mortgage or Mortgages such Mortgage or Mortgages might afterwards be paid off by Sale of a sufficient Part of the Premises, as to the said Trustees or Trustee should seem meet, and for all or any of the Purposes aforesaid the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*,
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and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, should execute all such Covenants and Agreements as to them or him should seem meet; and in the Indenture of Release now in recital is contained a Declaration, that, subject to the Trusts therein-before declared concerning the Hereditaments therein-before granted and released, with their Appurtenances, the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, their Heirs and Assigns, should stand possessed of the same in trust for the said *Edmund M'Donnell* and his Assigns, for the joint Lives of the said *Edmund M'Donnell* and the said *Anne Catherine* Countess of *Antrim* his Wife, without Impeachment of Waste, and after the Decease of such of them the said *Edmund M'Donnell* and the said *Anne Catherine* Countess of *Antrim* as should first depart this Life, upon the Trusts therein-after declared, (that is to say,) in case the said *Edmund M'Donnell* should depart this Life in the Lifetime of the said *Anne Catherine* Countess of *Antrim*, then, immediately after his Decease, in trust for the said *Anne Catherine* Countess of *Antrim*, her Heirs and Assigns, for ever, but in case the said *Anne Catherine* Countess of *Antrim* should depart this Life in the Lifetime of the said *Edmund M'Donnell*, then, immediately after such her Decease, upon trust for the said *Edmund M'Donnell* and his Assigns during his Life, without Impeachment of Waste, which Estate for Life the said *Anne Catherine* Countess of *Antrim* did thereby limit, appoint, and confirm unto the said *Edmund M'Donnell* by virtue of every or any Power expressed or implied enabling her in that Behalf, and after his Decease in trust for such Person or Persons, for such Estate and Estates, upon such Trusts, and to and for such Intents and Purposes, and subject to and charged and chargeable with the Payment of such Sum or Sums of Money, annual or in gross, and with, under, and subject to such Powers, Provisoos, Restrictions, Conditions, Agreements, and Declarations, with such Limitations and Remainders over, and in such Manner in all respects, as the said *Anne Catherine* Countess of *Antrim* should, notwithstanding her Coverture, and as if sole and unmarried, by her last Will in Writing, or any Codicil or Codicils thereto in Writing, or any Writing purporting to be or in the Nature of her last Will and Codicil, by her signed and published in the Presence of and attested by Three or more credible Witnesses, from Time to Time direct, limit, or appoint, and for Default of such Direction, Limitation, or Appointment, and so far as such should not extend, in trust for the said *Anne Catherine* Countess of *Antrim*, her Heirs and Assigns, for ever; and in the Indenture of Release now in recital is contained a Declaration that the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, their Executors, Administrators, and Assigns, should stand possessed of the said Sum of Sixteen thousand five hundred Pounds upon trust that they the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, in the first place, out of the said Sum of Sixteen thousand five hundred Pounds, pay and satisfy all the Debts, Legacies, and Sums of Money then remaining due from the Estate of the late Sir *Henry Vane Tempest*, as therein-before mentioned, but so that nothing therein contained should give a Right to any Person or
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Persons entitled to the said Debts, Legacies, and Sums of Money respectively to call for the raising of the said Sum of Sixteen thousand five hundred Pounds, or the Application thereof in Payment of such Debts, Legacies, Sum or Sums of Money, and upon trust that the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, and the Survivor of them, his Executors, Administrators, and Assigns, should pay the Residue (if any) unto the said *Edmund M'Donnell*, his Executors, Administrators, and Assigns: And whereas the said *Anne Catherine* Countess of *Antrim* made her Will, bearing Date the Twenty-second Day of *August* One thousand eight hundred and twenty-six, and by virtue and in exercise and execution of the Power or Authority to her given in and by the herein-before recited Indenture of the Twelfth Day of *April* One thousand eight hundred and twenty-two, and of all other Powers and Authorities enabling her in that Behalf, did thereby direct, limit, and appoint that the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, and the Survivor of them, his Heirs and Assigns, should stand seised, possessed of, and interested in the said Baronies, Lordships, Castles, Manors, Lands, and Hereditaments comprised in the last-mentioned Indenture, upon trust that the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, and the Survivor of them, as soon as conveniently might be after her Decease, and that during the Life of the said *Edmund M'Donnell*, if he should consent thereto in Writing, by all or any of the Ways and Means in and by the herein-before recited Indenture of the Twelfth Day of *April* One thousand eight hundred and twenty-two directed or authorized for raising the said Sum of Sixteen thousand five hundred Pounds, but subject and without Prejudice to the Trusts thereby created for levying and raising the same, levy and raise the Sum of Twenty-five thousand Pounds of lawful Money of *Great Britain*, and pay the same unto the said *Edmund M'Donnell*, his Executors and Administrators; and, subject and without Prejudice to the Trusts aforesaid, the said Testatrix directed that the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, or the Survivor of them, his Heirs and Assigns, should, after her Decease, if they the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, or the Survivor of them, his Heirs or Assigns, should in their or his Discretion think proper, and the said *Edmund M'Donnell* should be assenting thereto, but not otherwise, and for the Exercise of which they should not be answerable or accountable to any Person or Persons whomsoever, make sale and absolutely dispose of all such and so much and such Part and Parts of the Hereditaments therein-before by her appointed as aforesaid (except the Castle of *Glenarm*, and the Demesne Lands thereof, situate in the Parish of *Tickmacrean* and *Temple Oughter*, or One of them, in the County of *Antrim*,) as should be sufficient to pay all or any Part of the several Debts or Incumbrances charged on the said Hereditaments at the Time of her Decease, and the Interest due in respect thereof, of all such Sum and Sums of Money as should or might in the first instance be raised by Mortgage of the said Hereditaments for raising the said Sum of Twenty-five thousand Pounds for the Benefit of the said *Edmund M'Donnell* as aforesaid, or any Part thereof; and, subject and without Prejudice to the Trusts aforesaid, the said Testatrix directed that the said Earl of *Westmoreland* and Sir

Will of Anne
Catherine
Countess of
Antrim,
dated 22d
August
1826.

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Charles Montolieu Lamb, and the Survivor of them, his Heirs and Assigns, should convey, settle, and assure the said Hereditaments therein-before appointed as aforesaid, or such of them as were or should partake of the Nature of Freehold of Inheritance, with their Appurtenances, to the Uses, upon and for the Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoos, and Declarations therein-after declared concerning the same; (that is to say,) to the Use of the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, their Executors, Administrators, and Assigns, during the Term of One thousand Years, to be computed from the Decease of the Survivor of the said Testatrix and the said *Edmund M'Donnell*, without Impeachment of Waste, but nevertheless upon the Trusts therein-after declared and herein-after mentioned, with Remainder to the Use of *Charles Kerr* (since deceased), the First and eldest Son of the said Lady *Charlotte Kerr*, during his Life, with Remainder to the Use of the Trustees to be named in such Settlement, and their Heirs, during the Life of the said *Charles Kerr*, in trust to support the contingent Estates therein-after directed to be limited, with Remainder to the First and every other Son of the said *Charles Kerr* successively in Tail Male, with Remainder to the Use of the Right Honorable *Hugh Seymour M'Donnell* now Earl of *Antrim*, therein called *Seymour Kerr*, the Second Son of the said Lady *Charlotte Kerr*, during his Life, with Remainder to the Use of the said Trustees to be named in such Settlement, and their Heirs, during the Life of the said Earl of *Antrim*, in trust to support the contingent Estates therein-after directed to be limited, with Remainder to the Use of the First and every other Son of the said Earl of *Antrim* successively in Tail Male, with Remainder to the Use of *Mark Kerr*, the Third Son of the said Lady *Charlotte Kerr*, during his Life, with Remainder to the Use of the said Trustees to be named in such Settlement, and their Heirs, during the Life of the said *Mark Kerr*, in trust to support the contingent Estates therein-after directed to be limited, with Remainder to the First and every other Son of the said *Mark Kerr* successively in Tail Male, with Remainder to the Use of *Arthur Schomberg Kerr* commonly called the Honorable *Arthur Schomberg Kerr*, therein described as *Arthur Kerr*, the Fourth Son of the said Lady *Charlotte Kerr*, during his Life, with Remainder to the Use of the Trustees to be named in such Settlement, and their Heirs, during the Life of the said *Arthur Kerr*, in trust to support the contingent Estates therein-after directed to be limited, with Remainder to the Use of the First and every other Son of the said *Arthur Kerr* successively in Tail Male, with Remainder to the Use of each of the other Sons of the said Lady *Charlotte Kerr* living at the Decease of the said Testatrix during the Life of each such Son; without Impeachment of Waste, with Remainder to the Use of the First and every other Son lawfully begotten of every such Son of the said Lady *Charlotte Kerr* living at the Decease of the said Testatrix successively in Tail Male, so that the elder of the said other Sons of the said Lady *Charlotte Kerr* living at her Decease, and his First and other Sons successively in Tail Male, might be preferred to and take before the younger of the said other Sons and his and their First and other Sons successively in Tail Male, with Remainder, after the Determination of the Estate for Life of each of such last-mentioned Sons of the said Lady *Charlotte Kerr* by any Means in his Lifetime, to the Use of the
Trustees

Trustees to be named in such Settlement, and their Heirs, during his Life, in trust to support the contingent Estates therein-after directed to be limited, with Remainder to the Use of every Son of the said Lady *Charlotte Kerr* who should be born after the Decease of the said Testatrix successively in Tail Male, so that the elder of such Sons and the Heirs Male of his Body should be preferred to and take before the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing, with Remainder to the Use of the Third Son of the Body of *Charles William Vane* Marquess of *Londonderry* on the Body of *Frances Anne* Marchioness of *Londonderry*, Daughter of the said Testatrix, lawfully begotten, if any such should be born during the Lifetime of the said Testatrix, for and during the Life of such Third Son, with Remainder to the Use of the Trustees to be named in such Settlement, and their Heirs, during the Life of such Son, in trust to support the contingent Estates therein-after directed to be limited, with Remainder to the Use of the First and every other Son of such Third Son of the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne* Marchioness of *Londonderry* born in the Lifetime of the said Testatrix successively in Tail Male, with Remainder to the Use of the Fourth and every other subsequently-born Son of the said *Charles William Vane* Marquess of *Londonderry* on the Body of the said *Frances Anne* Marchioness of *Londonderry* lawfully begotten, born in the Lifetime of the said Testatrix, during his Life, with Remainder to the Use of the First and every other Son lawfully begotten of every such last-mentioned Son of the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne* Marchioness of *Londonderry* living at the Decease of the said Testatrix successively in Tail Male, so that the elder of the said last-mentioned Sons and his First and other Sons successively in Tail Male might be preferred to and take before the younger of the said last-mentioned Sons and his and their First and other Sons successively in Tail Male, with Remainder, after the Determination of the Estate for Life of each of such last-mentioned Sons of the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne* Marchioness of *Londonderry* by any Means in his Lifetime, to the Use of the Trustees to be named in such Settlement, and their Heirs, during his Life, in trust to support the contingent Estates therein-after directed, with Remainder to the Use of every Son of the Body of the said *Charles William Vane* Marquess of *Londonderry* on the Body of the said *Frances Anne* Marchioness of *Londonderry* lawfully begotten who should be born after the Decease of the said Testatrix successively in Tail Male, so that the elder of such Sons and the Heirs Male of his Body should be preferred to and take before the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing, with Remainder to the Use of the said *Frances Anne* Marchioness of *Londonderry* and the Heirs of her Body; and in the said Will was contained a Declaration that the said Term of One thousand Years therein-before directed to be limited in Use to the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, their Executors, Administrators, and Assigns, as aforesaid, was so directed to be limited to them upon trust that the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, or the Survivor of them, their Executors or Administrators, should, after the Decease of the said *Edmund M'Donnell*, by and out of the annual Rents and

and Profits of the Hereditaments to be comprised in the said Term of One thousand Years, or by Mortgage, Sale, or Demise of the same Hereditaments or any of them, or any Part or Parts thereof, or by all or any of the said Ways and Means, or by such other Ways and Means as the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, or the Survivor of them, his Executors or Administrators, should think proper, from Time to Time, when and as often as Occasion should require, levy and raise such Sum or Sums of Money as should from Time to Time be requisite or necessary for the Payment of the Fines, Fees, Costs, Charges, and Expenses of or attending the Renewal of the Lease or Leases of such of the Lands therein-before by the Testatrix appointed as were held for One or more Life or Lives, or otherwise, and as were not Freehold of Inheritance, and, subject to the Trusts aforesaid, should permit and suffer the Person or Persons entitled to the next and immediate Reversion or Remainder expectant upon the said Term of One thousand Years to receive and take the Rents, Issues, and Profits of the same Premises, or the Surplus thereof, to and for his and their own Use and Benefit, and upon Trust that they the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, and the Survivor of them, his Executors or Administrators, should from Time to Time during the Continuance of the Estates for Life and Estates Tail therein-before directed to be limited of the said Hereditaments or any of them, when and so often as they or he should think proper, enter into or upon the said Hereditaments to be comprised in the said Term of One thousand Years whereupon any Timber or Trees, Pollards, Saplings, or Spires were standing and growing, and fell and cut down, or cause to be felled and cut down, all and every such Trees, Timber, Pollards, Saplings, or Spires and other Trees as should be at their full Growth and Height of Improvement, or in a State of Decay, or which ought to be cut down for the Improvement of other Timber, Trees, Saplings, or Spires, or any Plantations on the said Premises, and sell and dispose of the same for such Price or Prices as could be reasonably had or gotten for the same, and that the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, and the Survivor of them, his Executors and Administrators, should apply the Money which should be received on account of the Sale of such Timber, Trees, Pollards, and other Trees or Saplings or Spires, in Payment of the Mortgage Debts, Sums of Money, or other Incumbrances which should be a Charge or Lien on the Premises thereby by the said Testatrix appointed as aforesaid, or any of them, or so much thereof respectively as the same Money would extend to pay, satisfy, and discharge, and upon trust that the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, and the Survivor of them, his Executors and Administrators, should, during the Continuance of the Estates for Life and Estates Tail therein-before directed to be limited of the said Hereditaments as aforesaid, or any of them, when and so often as Occasion should require, mark, allot, and set out, or cause to be marked, allotted, and set out, such Timber and Trees or Pollards to be felled from off the Premises as should from Time to Time be necessary for the new building, repairing, or amending the Castle of *Glenarm*, or any Mansion Houses, Messuages, Farmhouses, Outhouses, Offices, or Buildings then standing or thereafter to be erected upon the Hereditaments

ditaments thereby directed to be settled as aforesaid, in order that the same might be accordingly felled or cut down and used for the Reparations, Amendment, or new building of the said Castle, Mansion Houses, Messuages, Farmhouses, Outhouses, Offices, and Buildings; so that the same might from Time to Time be kept in good and tenantable Repair and Condition; and in the said Will is contained a Proviso that when the Trusts therein-before directed to be declared of the said Term of One thousand Years should have been executed or performed and satisfied, or should have become unnecessary or incapable of taking effect, and the Costs and Charges of the Trustees of the same Term, their Executors, Administrators, and Assigns, in and about the Execution and Performance of the same Trusts, should have been fully paid and satisfied, (and which they were to be respectively authorized and empowered to levy and raise by all or any of the Ways aforesaid, and to retain accordingly,) then and immediately thenceforth the said Term of One thousand Years of and in the Premises comprised therein, or so much thereof as should remain unsold and undisposed of for the Purposes aforesaid, should cease, determine, and be utterly void; and the said Testatrix thereby directed, that in the Settlement to be made as aforesaid a Power should be contained enabling the Trustees to be named in such Settlement for preserving contingent Remainders, or the Survivors or Survivor of them, and the Executors and Administrators of such Survivor, with the Consent of the Person or Persons who for the Time being, by virtue of or under the Limitations to be inserted in such Settlement, should be entitled to the actual Possession and Receipt of the Rents and Profits of the Premises, if such Person or Persons should be of the Age of Twenty-one Years, and if not then of the proper Authority of the said Trustees or Trustee for the Time being, absolutely to make sale and dispose of or to convey in exchange for any other Hereditaments in *Ireland* all or any Part or Parts of the same Premises, and that in case all or any of the said Hereditaments should be absolutely sold under or in pursuance of the Power lastly mentioned for a valuable Consideration in Money, and any Money should be received for Equality of Exchange, the Monies to be received on account thereof respectively should in the first place be applied in paying off and discharging the Incumbrances which should or might affect or charge the Hereditaments so to be settled as aforesaid, or any Part thereof, and after Payment thereof the said Monies or the Surplus thereof should be invested in the Purchase of other Hereditaments, to be settled to the like Uses as the Hereditaments so sold or exchanged as aforesaid; and the Testatrix thereby directed that in the meantime and until such Settlement should be made as aforesaid the said Earl of *Westmoreland* and Sir *Charles Montolieu Lamb*, and the Survivor of them, his Executors and Administrators, and the Trustees and Trustee for the Time being of that her Will, should and might, by and with the Consent in Writing of the said *Edmund M'Donnell* during his Life have and exercise the Power of Sale and Exchange therein-before directed to be inserted in the Settlement so to be made as aforesaid, and all the Authorities and Directions in regard thereto in all respects as if the same were directed to be given or reserved to them and him in and by that her Will, and to be exercised immediately after her Decease; and as, for, and concerning all such and so many and such

[*Private.*]

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Part

Indenture
dated 12th
August
1833, for
raising
9,500*l.* on
Mortgage.

Part or Parts of the said Hereditaments and Premises therein-before by the said Testatrix appointed as aforesaid as were not or should not partake of the Nature of Freehold of Inheritance, and as were or should be holden for any Life or Lives, or for any Term or Terms of Years determinable on a Life or Lives or otherwise, the said Testatrix directed that the same should, from and after the Decease of the said *Edmund M'Donnell*, (subject to certain Trusts for renewing the Leases of the same Hereditaments,) be held in trust for the Benefit of the Person or Persons for the Time being seised of or entitled to the said Freehold Hereditaments of Inheritance therein-before directed to be settled as aforesaid, or as near thereto as the Nature of the Cases and Circumstances would permit: And whereas by an Indenture of Release bearing Date the Twelfth Day of *August* One thousand eight hundred and thirty-three, grounded on a Lease for a Year, and made or expressed to be made between the said *Arthur* Viscount *Dungannon* of the First Part, the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim* of the Second Part, and *Hugh M'Calmont*, therein described, of the Third Part, it is witnessed, that in consideration of the Sum of Nine thousand five hundred Pounds of lawful Money of *Great Britain* paid by the said *Hugh M'Calmont* to the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim*, and for a nominal Consideration, the said *Arthur* Viscount *Dungannon*, at the Request of the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim*, did bargain, sell, and release, and the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim* did grant, release, ratify, and confirm unto the said *Hugh M'Calmont* and his Heirs, the several Farms, Lands, and Hereditaments therein mentioned, situate, lying, and being or arising in the said Barony or Lordship of *Glenarm*, being Part of the Hereditaments by the said recited Indenture of the Eighteenth Day of *August* One thousand eight hundred and fourteen, so as aforesaid directed to be held, subject as herein-before in that Behalf is mentioned, in trust for the said *Anne Catherine* Countess of *Antrim*, her Heirs and Assigns, with their Appurtenances, to hold the same unto and to the Use of the said *Hugh M'Calmont*, his Heirs and Assigns; and in the Indenture of Release now in recital is contained a Proviso for Redemption of the Hereditaments thereby granted and released, or expressed and intended so to be, on Payment by the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim*, or either of them, or the Person or Persons entitled to the Hereditaments thereby released under the herein-before recited Indenture of the Twelfth Day of *April* One thousand eight hundred and twenty-two, to the said *Hugh M'Calmont*, his Executors, Administrators, or Assigns, of the Sum of Nine thousand five hundred Pounds, with Interest for the same after the Rate of Five Pounds for every One hundred Pounds for a Year, on the Day thereby appointed for Payment of the same Sum and Interest; and in the Indenture of Release now in recital is contained a Covenant by the said *Edmund M'Donnell* that he and the said *Anne Catherine* Countess of *Antrim* would duly levy unto the said *Hugh M'Calmont* and his Heirs One or more Fine or Fines Sur conu- zance de droit come ceo of the Hereditaments thereby released, with their Appurtenances, which Fine, and all other Fines, Conveyances, and Assurances whatsoever, it was thereby declared should enure
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to the Use of the said *Hugh M'Calmont*, his Heirs and Assigns for ever, subject to the Proviso therein contained for Redemption of the same Premises; and by the Indenture of Release now in recital the said *Edmund M'Donnell* did, for himself, his Heirs, Executors, and Administrators, covenant with the said *Hugh M'Calmont*, his Executors, Administrators, and Assigns, for Payment to him or them of the said Sum of Nine thousand five hundred Pounds, and Interest, intended to be thereby secured; and by the Indenture of Release now in recital the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim* did direct and declare that, subject and without Prejudice to the therein-before recited Mortgage to the said *Thomas Coutts*, the said *Thomas Atkinson*, his Executors, Administrators, and Assigns, should stand possessed of the said several Sums of Twelve thousand Pounds, Six thousand three hundred and eighty-six Pounds Six Shillings and Ten-pence, One thousand seven hundred and twenty-seven Pounds, and One thousand Pounds, assigned to him as therein-before mentioned, and the Interest thereof respectively, and the respective Securities for the same, upon trust for better securing the Repayment of the said Sum of Nine thousand five hundred Pounds and Interest, thereby secured unto the said *Hugh M'Calmont*, his Executors, Administrators, and Assigns: And whereas no Fine was levied of the Hereditaments comprised in the Indenture of Release last herein-before recited, pursuant to the Covenant in the same Indenture in that Behalf contained: And whereas the said *Anne Catherine* Countess of *Antrim* departed this Life on or about the Thirtieth Day of *June* One thousand eight hundred and thirty-four, without having revoked or altered her herein-before recited Will, and without having had any other Issue than the said *Frances Anne Vane* Marchioness of *Londonderry*: And whereas there was not at the Time of the Date and Execution of the herein-before recited Will of the said *Anne Catherine* Countess of *Antrim*, or at the Time of her Decease, any Son living of the said Lady *Charlotte Kerr*, other than the said *Charles Fortescue Kerr*, in the said Bill called *Charles Kerr*, *Hugh Seymour* now Earl of *Antrim*, *Mark Kerr*, and *Arthur Schomberg Kerr*, and the said Lady *Charlotte Kerr* had not any Son born after the Decease of the said *Anne Catherine* Countess of *Antrim*, and the said *Charles Fortescue Kerr* (then commonly called Viscount *Dunluce*) departed this Life on or about the Twenty-eighth Day of *July* One thousand eight hundred and thirty-four, without having been married: And whereas the said Lady *Charlotte Kerr*, then *Charlotte* Countess of *Antrim*, died on or about the Twenty-sixth Day of *October* One thousand eight hundred and thirty-five: And whereas the said *Hugh Seymour* Earl of *Antrim* and *Arthur Schomberg Kerr* respectively have not any Male Issue, and the said *Mark Kerr* hath not been married: And whereas the Honourable *Ernest Vane* commonly called Lord *Ernest Vane*, the Third Son of the said *Charles William Vane* Marquess of *Londonderry* by the said *Frances Anne Vane* Marchioness of *Londonderry*, was born after the Decease of the said *Anne Catherine* Countess of *Antrim*, that is to say, on or about the Twenty-ninth Day of *February* One thousand eight hundred and thirty-six, and the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne Vane* Marchioness of *Londonderry* have not had any Son born subsequently to the said Lord *Ernest Vane*,
and

and the said Lord *Ernest Vane* is in the Thirteenth Year of his Age : And whereas the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim* having omitted to levy a Fine in pursuance of the Covenant in that Behalf contained in the herein-before recited Indenture of the Twelfth Day of *August* One thousand eight hundred and thirty-three, the said Sum of Nine thousand five hundred Pounds and the Interest thereof were not effectually charged by that Indenture by means of the Grant and Release therein contained on the Hereditaments thereby expressed to be granted and released, further than so far as the same were thereby effectually charged on the Life Estate of the said *Edmund M'Donnell* in the same Premises, and Doubts are entertained whether such Sum of Nine thousand five hundred Pounds is to be considered a Debt and Incumbrance raisable under the Trust for Sale for Payment of the Debts and Incumbrances contained in the herein-before in part recited Will of the said *Anne Catherine* Countess of *Antrim*, and as to what is the true Construction of the said Trust for Sale in such Will, so far as regards the said Sum of Nine thousand five hundred Pounds : And whereas it is stated and alleged by the said *Edmund M'Donnell* that at the Time of the Partition herein-before mentioned there were standing to the Credit of the said Cause of *Tempest* and another against *Antrim* and others, in the Name of the Accountant General of the Court of Chancery in *Ireland*, considerable Sums of Money which had arisen from Sales of Parts of the undivided Estates of the said Marquess of *Antrim*, and that subsequently to such Partition other Sums, which in like Manner arose from Sales of undivided Estates the Sales whereof were completed subsequently to the said Partition, were paid into the said Court of Chancery to the like Account, and that all the Monies placed to such Account were, as between the Parties to whom the Estates and Hereditaments conveyed by the said Indenture of the Eighteenth Day of *August* One thousand eight hundred and fourteen were thereby limited, applicable to pay such Debts or other Payments as, having regard to the Appropriations and Charges of Debts and Incumbrances so as aforesaid made by that Indenture to and upon particular Estates, were raisable out of the Estates of the said Marquess of *Antrim* generally, and not out of the specific Parts thereof allotted as aforesaid, and that by reason thereof such Sums could only as between such Parties be properly applied to the Payment of the Debt, Charges, and Incumbrances which were to be so as in that Indenture mentioned borne in Two Sixths, One Sixth, and Three Sixths, and to the Costs, Charges, and Expenses of and attending the said Partition, which Costs, Charges, and Expenses were properly payable out of a Fund which had arisen from the Sale of undivided Estates of the said Marquess of *Antrim*, and in particular that no Part of the said Sum of Thirty-six thousand Pounds was as between such Parties properly payable out of the said Fund in Court, such Sum of Thirty-six thousand Pounds having been by such Indenture expressly appropriated to and charged on specific Hereditaments, but that under or by virtue of various interlocutory Orders from Time to Time made in the said Cause the Monies so paid into Court, and placed to such Account as aforesaid, were at various Times paid out of Court, and applied for Purposes not strictly in accordance with such the Rights and Interests of the Parties, and that
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in particular the Principal Sum of Six thousand Pounds was so paid to the said *Arthur* Lord Viscount *Dungannon* as the Party beneficially entitled to One Half of the Sum of Twelve thousand Pounds, the One Third Part of the said Lady *Letitia M'Donnell* of the said Sum of Thirty-six thousand Pounds, and that certain Sums of Money in such Suit reported due to the said *Anne Catherine* Countess of *Antrim* in respect of Rents and Profits of the Estates of the said Marquess applied in Payment of his Debts, and for which she was entitled to stand in the Place of the Creditors paid, and for the Costs and Expenses of the said Partition, and the Deeds for carrying the same into effect, amounting in the whole to Six thousand two hundred and ninety-four Pounds Eleven Shillings and Two-pence, were left unpaid, and that no Part of the Sum of Three thousand Pounds, the distributive Share of the said *Anne Catherine* Countess of *Antrim* of the same Sum of Twelve thousand Pounds, and being the only Part of the said Sum of Thirty-six thousand Pounds which hath not been paid or satisfied, was ever paid, and that no final or complete Statement or Adjustment of the Accounts of the Estate of the said Marquess of *Antrim*, on the Footing of the aforesaid Decrees and Partition, hath ever been had: And whereas the said *Edmund M'Donnell* did, on or about the Twenty-seventh Day of *May* One thousand eight hundred and forty-two, exhibit his Bill of Complaint in the High Court of Chancery in *England* against the said *Hugh Seymour* Earl of *Antrim*, *John Fane* Earl of *Westmoreland*, *Sir Charles Montolieu Lamb*, *Mark Kerr*, *Arthur Schomberg Kerr*, and *Lord Ernest Vane*, praying that it might be declared that the said Sum of Nine thousand five hundred Pounds, and Interest, due on the Security of the herein-before recited Indenture of the Twelfth Day of *August* One thousand eight hundred and thirty-three, was a Debt or Incumbrance charged upon the Hereditaments comprised in the same Indenture at the Time of the Decease of the said *Anne Catherine* Countess of *Antrim*, within the Meaning of her said Will, and that the said *Edmund M'Donnell* was entitled to have certain Monies produced by the Sale of Hereditaments sold under the Power of Sale in the said Settlement of the Twelfth Day of *April* One thousand eight hundred and twenty-two applied in part Payment of the said Sum of Nine thousand five hundred Pounds and Interest, and the Defendants in the said Bill named appeared thereto, but no farther Proceeding hath been had in the said Cause, which is still depending in the said Court of Chancery in *England*: And whereas the said *Edmund M'Donnell*, as such personal Representative as aforesaid, did, on or about the Eighth Day of *July* last, exhibit his Bill of Complaint in the High Court of Chancery in *England* against the said Marquess and Marchioness of *Londonderry* and others, praying that the Sum of Three thousand Pounds, Part of the said Sum of Thirty-six thousand Pounds, and Interest for the same, might be raised out of the Hereditaments by the herein-before recited Indenture of the Eighteenth Day of *August* One thousand eight hundred and fourteen directed to be settled, subject as herein-before in that Behalf is mentioned, to the Use of the said *Anne Catherine* Countess of *Antrim* and her Assigns for her Life, with Remainders over, as aforesaid, and when so raised might be paid to the said *Edmund M'Donnell*: And whereas the said *Edmund M'Donnell* hath also prepared, ready to exhibit in the High Court of Chancery

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Bill exhibited in Chancery, 27th May 1842, to have the 9,500*l.* declared an Incumbrance.

Bill exhibited in Chancery, 8th July 1847, to have 3,000*l.* raised.

in *Ireland*, his Bill of Revivor and Supplement, praying that the said Suit of *Tempest* and another against *Antrim* and others, and several Suits supplemental thereto, may be revived, and that the said Sums, amounting to Six thousand two hundred and ninety-four Pounds Eleven Shillings and Two-pence, may be raised and paid to him: And whereas it has been made a Question whether the Mines, Minerals, Quarries, Fishings, and Fishing Places, and Royalties in, upon, and under the Hereditaments by the herein-before recited Indenture of the Eighteenth Day of *August* One thousand eight hundred and fourteen directed to be settled (subject as herein-before in that Behalf is mentioned) to the Use of the said *Anne Catherine* Countess of *Antrim* and her Assigns for her Life, with Remainders over, as aforesaid, were by the said last-mentioned Indenture directed to be settled so as to go along with the same Hereditaments, or with the said Baronies or Lordships of *Glenarm* and *Kilconway*: And whereas the said *Edmund M'Donnell* is entitled, as the absolute Owner in Fee Simple, or for Lives renewable for ever, to Lands and Hereditaments situate near to and within View of the Castle of *Glenarm*, and which are intermixed with the ornamental and Park and Demesne Lands of the said Castle, and form a convenient and valuable Addition to the Hereditaments, subject to the Uses of the herein-before recited Indenture of the Twelfth Day of *April* One thousand eight hundred and twenty-two, and the said Will of the said *Anne Catherine* Countess of *Antrim*, and the said *Edmund M'Donnell* hath acquired Leases for Lives of other Lands similarly situated, with the view of ultimately acquiring the Perpetuity thereof: And whereas in the First Part of the Schedule to this Act annexed the said Lands of which the said *Edmund M'Donnell* is Owner in Fee Simple are mentioned, and in the Second Part of the same Schedule the said Lands of which the said *Edmund M'Donnell* is Owner for Lives renewable for ever are mentioned, and in the Third Part of the same Schedule the said Lands of which the said *Edmund M'Donnell* hath acquired Leases for Lives are mentioned: And whereas the said *Edmund M'Donnell* purchased and acquired the said Lands of which he is Owner in Fee Simple and for Lives renewable for ever, and of which he acquired Leases for Lives respectively as aforesaid, for Sums of Money which, in the Master's Report herein-after set forth, are found to have exceeded in the whole the Sum of Five thousand Pounds, but such Lands are of greater Value as Additions to the said Hereditaments, subject to the Uses of the last-mentioned Indenture and Will, inasmuch as the same might, under an adverse Ownership, be used for Purposes incompatible with the Enjoyment of the said Castle of *Glenarm* as a Residence: And whereas, with a view of terminating the said several Suits, it was lately agreed between the said *Charles William Vane* Marquess of *Londonderry*, *Frances Anne Vane* Marchioness of *Londonderry*, *George Henry Robert Charles William Vane* commonly called Viscount *Seaham*, their eldest Son, the said *Hugh Seymour* Earl of *Antrim*, and *Edmund M'Donnell*, that the Sum of Five thousand Pounds, with Interest for the same from the Twenty-first Day of *May* One thousand eight hundred and forty-seven, should be raised and paid to the said *Edmund M'Donnell* by and out of the Hereditaments by the herein-before recited Indenture of the Eighteenth Day of *August* One thousand

Agreement
to terminate
Suits and
compromise
Questions.

thousand eight hundred and fourteen directed to be settled (subject as herein-before in that Behalf is mentioned) to the Use of the said *Anne Catherine* Countess of *Antrim* and her Assigns for her Life, with Remainders over as aforesaid, in satisfaction of all the Claims of the said *Edmund M'Donnell* as the Administrator or personal Representative of the said *Anne Catherine* Countess of *Antrim*, or otherwise out of the same Hereditaments, in respect of the said Sums of Six thousand two hundred and ninety-four Pounds Eleven Shillings and Two-pence and Three thousand Pounds, and all Interest for the same, or otherwise howsoever, and that the said several agreeing Parties should relinquish all Claims which they might have on a Settlement of the Accounts in the said Suit of *Tempest* and another against *Antrim* and others, and the Suits supplemental thereto, and that the Doubts entertained as aforesaid as to the said Mortgage for Nine thousand five hundred Pounds should be removed by the Hereditaments comprised in the herein-before recited Indenture of the Twelfth Day of *April* One thousand eight hundred and twenty-two and the said Will of the said *Anne Catherine* Countess of *Antrim* being made expressly subject to the raising and Payment of the said Sum of Nine thousand five hundred Pounds and Interest, in exoneration of the personal Liability of the said *Edmund M'Donnell* to pay such Sum, and that the said *Edmund M'Donnell* should settle upon the subsisting Trusts of the last-mentioned Indenture and Will the Lands to which he is entitled in Fee Simple or for Lives renewable for ever, or for Lives as aforesaid, without requiring any Consideration for the same beyond the Sum of Five thousand Pounds as and for the Amount of the Sums actually paid by him for the Purchase thereof as aforesaid, and that such Sum of Five thousand Pounds should be charged upon and be raised, together with the Costs of raising the same, out of the said Hereditaments comprised in the herein-before recited Indenture of the Twelfth Day of *April* One thousand eight hundred and twenty-two and the said Will of the said *Anne Catherine* Countess of *Antrim*, such Sum, if not raised in the Lifetime of the said *Edmund M'Donnell*, to bear Interest at Five Pounds *per Centum per Annum* from his Decease, and that the Mines, Minerals, Quarries, Fishings, Fishing-places, and Royalties in, upon, and under the Hereditaments by the herein-before recited Indenture of the Eighteenth Day of *August* One thousand eight hundred and fourteen directed to be settled (subject as herein-before in that Behalf is mentioned) to the Use of the said *Anne Catherine* Countess of *Antrim* and her Assigns for her Life, with Remainders over as aforesaid, should be settled so as to go along with the last-mentioned Hereditaments, freed from any Claim or Demand by or on the Part of the said *Edmund M'Donnell* or other the Person or Persons for the Time being entitled under the herein-before recited Indenture of the Twelfth Day of *April* One thousand eight hundred and twenty-two and the said Will of the said *Anne Catherine* Countess of *Antrim*, and that such Agreement should be carried into execution under the Sanction of the Court of Chancery in the said Suits depending in *England*, and with the Aid of Parliament, so far as might be necessary for that Purpose, and that the Costs of obtaining such Sanction, and of the Act of Parliament, should be raised and paid out of the Hereditaments comprised in the herein-before

Order of
Reference,
dated 3d
June 1848.

Master's
Report,
dated 29th
June 1848.

Order con-
firming Re-
port, dated
4th July
1848.

before recited Indenture of the Twelfth Day of *April* One thousand eight hundred and twenty-two and the said Will of the said *Anne Catherine* Countess of *Antrim*; and the said Agreement was set forth and comprised in certain Articles of Agreement dated the Seventh Day of *April* One thousand eight hundred and forty-eight: And whereas by an Order of His Honour the Vice Chancellor Sir *James Wigram*, made in the said Causes of *M'Donnell* against *Antrim* and others, and *M'Donnell* against *Londonderry* and others, on the Third Day of *June* One thousand eight hundred and forty-eight, it was ordered, that it should be referred to the Master of the said Court in rotation to inquire and state to the Court whether it would be fit and proper, and for the Benefit of the several Parties interested in the Pleadings of the said Causes mentioned, that the Arrangements agreed upon as aforesaid should be carried into effect, and whether with any and what Modifications, and whether it would be beneficial for the said Parties that an Act of Parliament should be applied for to carry into effect such Part of the said Arrangement as could not be effected without the Aid of Parliament, and that the said Master should be at liberty to state any special Circumstances, and that after the said Master should have made his Report such further Order should be made as should be just: And whereas Sir *George Rose*, the Master of the said Court in rotation, by his Report made pursuant to the last-mentioned Order, and bearing Date the Twenty-ninth Day of *June* One thousand eight hundred and forty-eight, did certify that it would be fit and proper and for the Benefit of the several Parties interested in the said Estates that the Arrangements agreed upon in and by the said Articles of Agreement of the Seventh Day of *April* One thousand eight hundred and forty-eight should be carried into effect, and without Alteration or Modification; and the said Master did thereby further certify, that he was of opinion that it would be beneficial for the said Parties that an Act of Parliament should be applied for to carry into effect such Part of the said Arrangement as could not be effected without the Aid of Parliament; and that the Parties having, with reference to the Provisions in the said Agreement, and touching the Mode of carrying the same into effect, requested the said Master to state specially to the Court which of the Objects of the said Agreement were attainable without the Aid of Parliament, the said Master certified, that he was of opinion that so much of the said Agreement as related to the raising of the said Sum of Five thousand Pounds and Interest upon and out of the Estates of which the said Defendant the Marquess of *Londonderry* was Tenant for Life as aforesaid might be carried into effect without the Aid of Parliament; but that the several other Objects of the said Agreement could not be carried into effect without the Aid of Parliament; And whereas by an Order of the said Court, bearing Date the Fourth Day of *July* One thousand eight hundred and forty-eight it was ordered, that the said Report should be confirmed, and that the Sum of Five thousand Pounds Sterling, with Interest after the Rate of Five Pounds *per Centum per Annum* from the Twenty-first Day of *May* One thousand eight hundred and forty-seven, should be raised and paid to the said *Edmund M'Donnell*, upon and out of the Estates and Hereditaments of which the said *Charles William Vane* Marquess.

of

of *Londonderry* is Tenant for Life in possession, as in the said Master's said Report mentioned, by all or any of the Ways and Means mentioned in the said Agreement of the Seventh Day of *April* One thousand eight hundred and forty-eight, or by such other Ways or Means as might be requisite and proper for that Purpose; and it was ordered, that it should be referred back to the said Master to approve of a proper Deed or proper Deeds for that Purpose, in case the Parties should differ about the same; and it was ordered, that all proper Parties join and concur in and execute such Deed or Deeds as the said Master should direct; and it was referred back to the Master to inquire whether a good Title should be made to the Premises mentioned in the Schedule to the said Master's Report, and if the Master should find that a good Title could be made thereto, then Application was to be made to Parliament for an Act for carrying into effect so much of the said Agreement as had reference to the several Objects therein mentioned or referred to, other than and except the raising of the said Sum of Five thousand Pounds and Interest, as in the said Report mentioned; and the said Master was directed to settle and approve of a Draft of a Bill to be brought into Parliament for the Purposes aforesaid, and all proper Parties were directed to sign the Petition for Leave to bring in the said Bill, as the said Masters should direct: And whereas the said Master hath by his Report bearing Date the Fifteenth Day of *July* One thousand eight hundred and forty-eight, pursuant to the last-mentioned Order, certified, that a good Title can be made by the said *Edmund M'Donnell* to the said Hereditaments and Premises mentioned in the Schedule to his said Report of the Twenty-third Day of *June* One thousand eight hundred and forty-eight, being the said Lands comprised in the Schedule to this Act annexed: Therefore Your Majesty's most dutiful and loyal Subjects the said *Hugh Seymour* Earl of *Antrim*, *Charles William Vane* Marquess of *Londonderry*, *Frances Anne Vane* Marchioness of *Londonderry*, *Edmund M'Donnell*, and *Arthur Schomberg Kerr*, do 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, That the Baronies or Lordships and other Hereditaments, and undivided Parts and Shares of a Castle, Messuages, or Tenements and Hereditaments respectively, which from and after the passing of this Act shall be subject to the subsisting Trusts of the herein-before recited Indenture of the Twelfth Day of *April* One thousand eight hundred and twenty-two and the herein-before recited Will of the said *Anne Catherine* Countess of *Antrim*, with their and every of their Rights, Members, and Appurtenances, shall, as between the said *Edmund M'Donnell* and his real and personal Representatives, and the Persons claiming or to claim under the said Will of the said *Anne Catherine* Countess of *Antrim*, be deemed and taken to be charged and chargeable and shall be charged and chargeable with the Payment of the said Sum of Nine thousand five hundred Pounds, secured or expressed and intended to be secured by the herein-before recited Indenture of the Twelfth Day of *August* One thousand eight hundred and thirty-three, and of the Interest to become due in respect of the same Sum after the Decease of the said

[*Private.*]

Master's
Report,
dated 15th
July 1848.

Baronies,
&c., subject
to Use of
Settlement
and Will of
Anne Catherine
Countess of
Antrim, de-
clared liable
to the 9,500*l.*;

and same to
be deemed
a Debt or
Incum-
brance
within the
Meaning of
the Will.

said *Edmund M'Donnell*, in exoneration of the said *Edmund M'Donnell*, his Heirs, Executors, and Administrators, and his and their Estates and Effects; and that the same Sums shall be deemed and taken to have been and to be and shall be a Debt or Incumbrance within the Meaning of the herein-before recited Will of the said *Anne Catherine* Countess of *Antrim*, and shall be raiseable and payable or may be paid by the said *Sir Charles Montolieu Lamb* and *John Earl of Westmoreland*, or other the Trustees or Trustee for the Time being of the same Will, or of any Settlement to be made in pursuance thereof, accordingly; and that in any Settlement to be made in pursuance of the said Will the said Sum of Nine thousand five hundred Pounds and Interest shall be charged and shall be made raiseable and payable in manner herein-before expressed and provided in that Behalf.

Trustees
empowered
to raise
5,000*l.* and
Costs.

II. And be it further enacted, That it shall be lawful for the said *Sir Charles Montolieu Lamb* and the Right Honourable *Archibald William Montgomerie* Earl of *Eglintoun*, and the Survivor of them, and they and he are and is hereby authorized and required, either at one Time or several Times, to borrow and take up at Interest the Sum of Five thousand Pounds, and also such further Sum or Sums of Money as they or he shall deem sufficient to pay the Costs, Charges, and Expenses of or in anywise relating or incident to or attending the said Orders of the Court of Chancery, and the Petitions for the same, and the said Master's Reports respectively, and relating or incident to or attending the applying for and obtaining and passing this Act, and of and attending or incident to the raising such Sum or Sums as shall be raised under this present Power and Direction, and of any Applications to the High Court of Chancery which may be made for any of the Purposes herein-after mentioned, and as a Security for the Money so to be borrowed by Indenture or Indentures to limit, appoint, and demise all or any of the said Baronies, Lordships, and other Hereditaments, and undivided Parts and Shares of a Castle, Messuage, or Tenements and Hereditaments respectively, which from and after the passing of this Act shall be subject to the subsisting Trusts of the herein-before recited Indenture of the Twelfth Day of *April* One thousand eight hundred and twenty-two, and of the herein-before recited Will of the said *Anne Catherine* Countess of *Antrim*, with their and every of their Rights, Members, and Appurtenances, to any Person or Persons who shall lend or advance the same, or to such Person or Persons as such Lender or Lenders may nominate or appoint, for any Term or Terms of Years, either with or without Impeachment of Waste, but subject to a Proviso for the Cesser of every such Term of Years on Payment to the Party or Parties who shall advance the Monies so to be borrowed, his, her, or their Executors, Administrators, Successors, or Assigns, of the Principal Sum or Sums so to be borrowed, with Interest for the same at any Rate that may be agreed on at the Time or Times and in the Manner to be in such Mortgage or Mortgages respectively specified and appointed.

Trustees
Receipts to
be sufficient
Discharges

III. And be it further enacted, That the Receipt or Receipts in Writing of the Trustees or Trustee for the Time being by whom any Money shall be borrowed and taken up at Interest under the Power and

and Direction herein-before contained shall be a good and effectual Discharge or good and effectual Discharges for the Money in such Receipt or Receipts acknowledged to be received, and the Person or Persons to whom such Receipt or Receipts shall be given, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not be answerable or accountable for any Nonapplication or Misapplication of the Money which shall be therein acknowledged to be received, nor be concerned to inquire whether such Money is properly raiseable.

to Mort-
gagees and
others.

IV. And be it further enacted, That the Trustees or Trustee for the Time being by whom the Monies herein-before authorized and required to be borrowed and taken up at Interest as aforesaid shall so be borrowed and taken up shall stand possessed of the same Monies upon trust to pay the Sum of Five thousand Pounds, Part thereof, to the said *Edmund M'Donnell*, his Executors, Administrators, or Assigns, for his and their own absolute Use; and such Sum, if not raised and paid during the Life of the said *Edmund M'Donnell*, to be deemed a Charge on the Hereditaments so as aforesaid authorized to be demised by way of Mortgage as from the Death of the said *Edmund M'Donnell*, and as bearing Interest from such Death at the Rate of Five Pounds *per Centum per Annum*, and upon trust to apply the Residue of such Monies in Payment of the Costs, Charges, and Expenses in respect of which the same shall have been raised.

Trustees
to pay 5,000l.
to Edmund
M'Donnell.

V. Provided always, and be it enacted, That in case the said Sir *Charles Montolieu Lamb* and *Archibald William Montgomerie* Earl of *Eglintoun*, or either of them, or any Trustee or Trustees who shall be appointed as in this Clause is mentioned, shall die, or leave this Kingdom, or be desirous to be discharged from or refuse or decline or become incapable to act as Trustees or Trustee, then and in every such Case it shall be lawful for the High Court of Chancery, in a summary Way, on a Petition to be preferred by the said *Edmund M'Donnell*, or by any other Person beneficially interested in any Sum to be raised as aforesaid, to appoint any Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees in the Room of the Trustee or Trustees so dying; or leaving this Kingdom, or desiring to be discharged, or refusing, declining, or becoming incapable to act, and such new Trustee or Trustees shall to all Intents and Purposes whatsoever have all the Powers and Authorities under this Act of the Trustee or Trustees in whose Room or Stead he or they shall be so substituted or appointed.

As to Ap-
pointment
of new
Trustees.

VI. Provided always, and be it further enacted, That it shall be lawful for the High Court of Chancery from Time to Time, upon the Petition of any Party or Parties interested, to be presented in a summary Way, to make such Order or Orders as to the Court shall seem meet for ascertaining, taxing, and settling the Costs, Charges, and Expenses herein-before authorized to be raised, and also from Time to Time to make an Order, if to the same Court it shall seem fit, for Payment of all such Costs, Charges, or Expenses out of the Monies herein-before authorized to be applied for that Purpose.

Court of
Chancery to
make Orders
as to Costs.

VII. And

Estates in
Schedule to
Act limited
to Uses of
Settlement
and Will of
Anne Cather-
ine Count-
ess of An-
trim.

VII. And be it further enacted, That the Hereditaments particularly mentioned and comprised in the Schedule to this Act, with their and every of their Appurtenances, shall from and after the passing of this Act go and remain, as to such of the same Premises as are comprised in the First Part of the same Schedule, unto and to the Use of the said Sir *Charles Montolieu Lamb* and *John Earl of Westmoreland*, their Heirs and Assigns, for ever; and as to such of the same Premises as are comprised in the Second and Third Parts respectively of the same Schedule, unto and to the Use of the said Sir *Charles Montolieu Lamb* and *John Earl of Westmoreland*, their Heirs and Assigns, for and during the Lives and Life for which the same are now holden, and for all other the Estates and Interests or Estate and Interest of the said *Edmund M'Donnell* therein, and as to such of the same Premises as are comprised in the said Second Part of the same Schedule, with the full Benefit and Advantage of the Covenants for the perpetual Renewal of the Leases thereof, but as to all the Hereditaments comprised in the same Schedule, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations upon, for, with, under, and subject to which, and charged and chargeable, in like Manner as the said Barony or Lordship of *Glenarm* will immediately after the passing of this Act be held and subject and charged and chargeable under or by virtue of the herein-before recited Indenture of the Twelfth Day of *April* One thousand eight hundred and twenty-two and the herein-before recited Will of the said *Anne Catherine Countess of Antrim*, and this Act, or, as to the said Hereditaments comprised in the said Second and Third Parts respectively of the same Schedule, as nearly as the Tenure of the same Hereditaments will permit, and the Leases of the last-mentioned Hereditaments to be from Time to Time renewed under the Provisions for the Renewal of Leases contained in the same Indenture of Settlement.

Edmund
M'Donnell
to be liable as
in Covenants
for Title,
quiet Enjoy-
ment, and
further As-
surance.

VIII. And be it further enacted, That from and after the passing of this Act the said *Edmund M'Donnell* shall be adjudged in all Courts of Judicature to have entered into Covenants, for himself, his Heirs, Executors, and Administrators, that the said Sir *Charles Montolieu Lamb* and *John Earl of Westmoreland*, their Heirs and Assigns, shall from and after the passing of this Act quietly hold and enjoy the said Hereditaments particularly mentioned and comprised in the said Schedule to this Act, with their and every of their Appurtenances, during the Estates and Interests herein-before expressed to be limited against him the said *Edmund M'Donnell*, and his Heirs, and all Persons claiming under him or them, and be indemnified and saved harmless by the said *Edmund M'Donnell*, his Heirs, Executors, or Administrators, from and against all Estates, Charges, and Incumbrances created or made by the said *Edmund M'Donnell*, and also for the further Assurance of the same Hereditaments, with their Appurtenances, during the Estates and Interests herein-before expressed to be limited (at the Expense of the Person or Persons requiring the same) by the said *Edmund M'Donnell*, and all Persons claiming under or in trust for him; and that the said Sir *Charles Montolieu Lamb* and *John Earl of Westmoreland*, their Heirs or Assigns, and every of them, shall and may in any Action assign a
Breach

Breach of all or any of the said Covenants, as they might have done if the said *Edmund M'Donnell* had actually entered into such Covenants as aforesaid with the said *Sir Charles Montolieu Lamb* and *John Fane* Earl of *Westmoreland*, their Heirs and Assigns, by an Indenture duly executed by him the said *Edmund M'Donnell* immediately after the passing of this Act, and such Covenants had been in all respects valid, and had run with the Land.

IX. And be it further enacted, and it is hereby declared, That the Mines, Minerals, Quarries, Fishings, Fishing-places, Right to kill Game and sport, and other Royalties in, upon, and under the Hereditaments by the herein-before recited Indenture of the Eighteenth Day of *August* One thousand eight hundred and fourteen directed to be settled (subject as herein-before in that Behalf is mentioned) to the Use of the said *Anne Catherine* Countess of *Antrim* and her Assigns for her Life, with Remainders over, as aforesaid, shall be deemed and taken to have been by the last-mentioned Indenture directed to be settled as to go along with the same Hereditaments, and shall be settled, held, and enjoyed accordingly, freed from any Claim or Demand by or on the Part of the said *Edmund M'Donnell* or other the Person or Persons for the Time being entitled under the herein-before recited Indenture of the Twelfth Day of *April* One thousand eight hundred and twenty-two, and the said Will of the said *Anne Catherine* Countess of *Antrim* or either of them.

Royalties under Londonderry Estate settled to go along therewith.

X. And be it further enacted, That, subject to the charging, raising, and paying for and to the said *Edmund M'Donnell* of the Sum of Five thousand Pounds, and Interest, out of the Hereditaments by the herein-before recited Indenture of the Eighteenth Day of *August* One thousand eight hundred and fourteen directed to be settled (subject as herein-before in that Behalf is mentioned) to the Use of the said *Anne Catherine* Countess of *Antrim*, and her Assigns for her Life, with Remainders over, as aforesaid, which Sum and Interest are intended to be charged upon such Hereditaments by a Deed or Deeds to be executed in pursuance of the said Order of the Fourth Day of *July* One thousand eight hundred and forty-eight, the said *Charles William Vane* Marquess of *Londonderry*, *Frances Anne Vane* Marchioness of *Londonderry*, *George Henry Robert Charles* Viscount *Seaham*, *Hugh Seymour* Earl of *Antrim*, and *Edmund M'Donnell*, and each of them, and their and every of their Heirs, Executors, and Administrators, shall be for ever debarred and excluded from all Claims and Demands which any One or more of them might but for this Act have had against the others or any of the others of them, or their or his Estate or Effects, or all or any of the Hereditaments comprised in the last-mentioned Indenture, or otherwise howsoever, on the Settlement of the Accounts in the said Suit of *Tempest* and another against *Antrim* and others, and the Suits supplemental thereto, and such Hereditaments are hereby expressly released and discharged from the said Principal Sums of Six thousand nine hundred and twenty-four Pounds Eleven Shillings and Two-pence, and Three thousand Pounds, and all Interest for the same, and all Claims and Demands in respect thereof, and from all Claims and Demands

Release of Claims not provided for by the Agreement.

[Private.]

whatsoever and by whomsoever in the Settlement of the said Accounts.

Provision for
Consent of
Earl of
Westmore-
land, at pre-
sent abroad.

XI. And whereas the said *John Earl of Westmoreland* is resident beyond the Seas, and his Consent to this Act has not yet been proved: Be it therefore enacted, That this Act shall not, nor shall anything herein contained, be of any Effect as against the said *John Earl of Westmoreland*, his Heirs, Executors, Administrators, or Assigns, until the said *John Earl of Westmoreland* shall signify his Consent to this Act by Writing under his Hand, attested by One or more Witness or Witnesses, which Writing shall be enrolled in the High Court of Chancery within Three Years from the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding on the said *John Earl of Westmoreland*, his Heirs, Executors, Administrators, and Assigns, as if such Consent had been obtained and proved before the passing of this Act; and that such Consent may be given in the Form or to the Effect following; that is to say,

‘ I do hereby consent to an Act of Parliament made and
‘ passed in the Year of the Reign of Her most Excellent
‘ Majesty Queen Victoria, intituled [*here insert the Title of this Act*].
‘ Given under my Hand, this Day of 18 .’

General
Saving of
Rights.

XII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Executors, and Administrators, other than and except the said *Sir Charles Montolieu Lamb* and *John Earl of Westmoreland*, their Heirs, Executors, Administrators, and Assigns, and the said *Edmund M'Donnell*, his Heirs, Executors, Administrators, and Assigns, and the said *Hugh Seymour Earl of Antrim*, his Heirs, Executors, and Administrators, and the First and other Sons of the said *Hugh Seymour Earl of Antrim*, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and the said *Mark Kerr*, and the First and other Sons of the said *Mark Kerr*, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and the said *Arthur Schomberg Kerr*, and the First and other Sons of the said *Arthur Schomberg Kerr*, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and the said *Ernest Vane*, and the Heirs Male of his Body, and every Son of the said *Frances Anne Vane* Marchioness of *Londonderry* by the said *Charles William Vane* Marquess of *Londonderry* hereafter to be born, and the Heirs Male of the Body of every such Son, and the said *Charles William Vane* Marquess of *Londonderry*, his Heirs, Executors, and Administrators, and the said *Frances Anne Vane* Marchioness of *Londonderry*, her Heirs, Executors, and Administrators, and the said *George Henry Robert Charles William Vane*, his Heirs, Executors, and Administrators, and the Heirs of the Body of the said *Frances Anne Vane* Marchioness of *Londonderry*, and the Heirs of the said *Anne Catherine* Countess of *Antrim*, and all and every Persons and Person to whom any Estate, Right, Title,
or

The SCHEDULE to which the foregoing Act refers.

The First Part, containing Lands of which the said Edmund M'Donnell is Owner in Fee Simple.

Number.	Names of Tenants.	Denominations.	Tenure.	Description.	Statute Quantity.		Totals.		Chief Rents.	
					A.	R. P.	A.	R. P.	£	s. d.
1	James M'Neil	Glenarm Town	Let on Lease	House	0	0 9				
2	Alexander Black	Ditto	Ditto	Ditto	0	0 7				
3	Patrick Magee	Ditto	Ditto	Ditto	0	0 9				
4	Grey Morrow	Ditto	Ditto	Ditto	0	0 9				
5	William Stewart	Parisha	At Will	Arable	2	0 22				
6	Patrick Reavy	Ditto	Ditto	Road	0	0 22				
7	John M'Neil	Ditto	Ditto	Ditto	1	3 35				
8	Angle thrown into Domain	Ditto	Ditto	Planted	1	0 10				
9	Ditto	Ditto	Ditto	Ditto	0	3 0				
10	Palgrazing	Ditto	Ditto	Rocky Pasture	3	1 2				
							11	2 0		13 0 0

The Second Part, containing Lands and Tenements of which the said Edmund M'Donnell is Owner for Lives renewable for ever.

Number.	Names of Tenants.	Denominations.	Tenure.	Description.	Statute Quantity.		Totals.		Chief Rents.	
					A. R. P.	P.	A. R. P.	P.	£	s. d.
1	Farm Yard and Office Houses	Abbey Hill	-	Houses, &c.	2	0	20	-	-	-
2	Schoolhouse, Garden, &c.	Castle Street, Glenarm.	-	Garden	0	1	3	-	-	-
3	Ditto	Ditto	-	-	-	-	-	2	1	23
4	Stableyard and Offices of Castle	Abbey Hill	In hand	-	-	-	-	1	0	28
5	Site of House	Glenarm	Ditto	Pulled down	-	-	-	0	0	3½
6	Rent Office	Glenarm	In hand	House	0	0	9	-	-	-
7	John M'Cambridge	Ditto	At Will	Ditto	0	0	8	-	-	-
8	Miltoyn	Ditto	Ditto	Ditto	0	0	14	-	-	-
9	Miss M'Aulay	Glenarm	In hand	Lawn	-	-	-	0	3	0
10	Thomas Davidson's Representatives.	Glenarm Town	Lease	Hotel	0	1	8	-	-	5 0 0
11	Daniel M'Kay	Ditto	At Will	House	0	2	10	-	-	28 2 0
12	The Shore Acre	Ditto	Ditto	House and Garden	0	0	15	-	-	0 16 8
13	Nicholas Stewart	Glenarm Town Parks.	In hand	Planted	2	2	34	-	-	-
		Mulloughconolly	Lease	Arable, Pasture, and Mountain.	87	0	25	90	3	12
								95	1	17½

[Private.]

The Third Part, containing Lands and Tenements of which the said Edmund M'Donnell is Owner for Lives or a Life.

Number.	Names of Tenants.	Denominations.	Tenure.	Description.	Statute Quantity.	Totals.	Chief Rents.
					A. R. P.		£ s. d.
	Coalyard - Farm in Old Church, lying be- tween Glenarm Domain and the Paddocks, viz. Randle Montgomery -	Glenarm - Old Church -	On Lease - At Will -	Let with Lime- works. Arable and Pas- ture.	- 18 3 16	-	5 0 0
	Guy Marrow - Alexander M'Neill -	Ditto - Ditto -	Ditto - Ditto -	- Arable -	85 2 25 2 0 5	-	4 0 0
	Neal M'Aulay -	Parisha -	On Lease -	Arable and Pas- ture.	106 2 6	-	57 8 2
	Miss Dunn - John Hamitt -	Ditto - Parisha let as Town Parks.	At Will - Ditto -	Arable - Ditto -	- 6 0 2	-	23 10 0
	Mrs. Petticrew - Alex. M'Cay junior - David M'Cambridge - Ewas Black -	Ditto - Ditto - Ditto - Ditto -	Ditto - Ditto - Ditto - Ditto -	Ditto - Ditto - Ditto - Whimey Pasture	8 0 36 4 0 0 3 2 20 6 2 8	-	-
	Alex. M'Kinley, Representa- tives of Charles M'Kinley. Robert O'Hara - John Wilson - William M'Cambridge - John Park - John Dunn - Robert Campbell -	{ Ditto - Ditto - Ditto - Ditto - Ditto - Ditto - Ditto -	{ Ditto - Ditto - Ditto - Ditto - Ditto - Ditto - Ditto -	{ Arable Ditto Ditto Ditto Pasture - Arable and Pas- ture.	{ 4 3 37 2 1 36 2 1 20 2 1 14 7 3 14 0 3 18 11 2 39	-	-
	Robert Watt - Alex. Murphy and Partner -	Ditto - Ditto -	Ditto - Ditto -	Ditto - Scroggy Pasture -	2 2 26 25 1 4	-	-
						88 3 34	80 0 0

Patrick Magee	Cariff -	Ditto -	Arable and Pas- ture.	1,265	2	23	92	6	3
James Gowdir	Ditto	Ditto	Ditto						
William Morrow	Ditto	Ditto	Ditto						
Patrick Magee	Ditto	Ditto	Ditto						
William Gowdir	Ditto	Ditto	Ditto	250	1	5			
Hugh Murray	Ditto	Ditto	Ditto						
John and James Alexander, for- merly Leagen	Ditto	Ditto	Ditto						
Ditto	Ditto	Ditto	Ditto						
John Morrow, Son to Nathaniel	Ditto	Ditto	Ditto						
Robert M'Cluggage and Partner	Ditto	Ditto	Herdsholding	15	1	18			
			Mountain	1,000	0	0			
			Mountain and Green Pasture.	1,440	2	24			
Robert M'Cluggage and Partner	Owencloghey	Ditto	Mountain and Green Pasture.	1,265	2	23	92	6	3
William Rea	Ditto	Ditto	Arable and Pas- ture.						
David M'Mullan	Ditto	Ditto	Ditto	20	0	36			
John Kelly	Ditto	Ditto	Ditto	27	1	3			
John and William M'Neill	Ditto	Ditto	Ditto	41	2	17			
Andrew M'Neill	Ditto	Ditto	Ditto	30	3	32			
James M'Neill	Ditto	Ditto	Ditto	41	2	24			
Commons Roads	Bog and River	Ditto	Ditto	46	1	34			
				8	3	10			
				1,657	2	22	120	0	0

