



ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

Cap. 22.

An Act for the Relief of the Right Honourable *Richard Earl of Glengall* in respect of his Estates in the Counties of *Waterford* and *Tipperary* in *Ireland*, and for vesting the same Estates in Trustees for effecting such Relief.

[4th September 1848.]

WHEREAS *James Baron Cahir* deceased was in and previous to the Year One thousand seven hundred and eighty-four seised or entitled in Fee Simple of or to all that and those the Manor of *Cahir*, the Manor of *Castlegrace*, the Manor of *Knockgraffon*, the several Towns and Lands of *Bunrora*, *Ballybynona*, *Ballinagierly* otherwise *Ballingeary*, *Ballyknockane*, *Bohernagore East*, *Bohernagore West*, *Ballygeary*, *Ballylegan*, *Ballyharrow*, *Brokarts*, *Bonly Kennedy*, *Ballytrehy* otherwise *Ballytrihy*, *Cahir Castle*, *Castlegrace*, *Carrigeen*, *Upper Clonmore*, *Lower or Under Clonmore*, *Closecalane* otherwise *Clonscullane*, *Clostany*, *Clonmel*, *Cloculy*, *Croghta*, *Carraganroe* otherwise *Carraganeroe*, *Curraghclony* otherwise *Curraghaghley*, *Clogkeensfishoge* otherwise *Clogheensisoge*, *Curraghtown*, *Coolomper*, *Carraganerese*, *Cloniley Dromleman* otherwise *Dromolan*, *Doughill* otherwise *Duhill*, *Ervaghta*, *Farranagark*, *Farrowvelly*, *Farronshonokee*, *Garronavilly* otherwise *Garranvelly* otherwise *Garrnavilla*, *Garrownelly*, *Garrycloher*, *Old Graige*, *New Graige*, *Garryduffe*,
[Private.]

duffe, Garrymore, Gortnagark, Gilleslot, Gortnagellough otherwise Gortnagclough, Gortaclorish, Graige Corse otherwise Graige Course otherwise Old Graige Course, Glingarra otherwise Glyngarra, Gortgarry otherwise Gortgarra, Gurkeenadrughta, Knockgraffon, Kilcorran, Killcommonmore, Killcammanmore, Killcommonbeg otherwise Killcommonabeg, Knockagh, Knockanedownshee otherwise Knockanedownsheene, Killenbutler, Killeenbutler otherwise Killentubber, Kiltardemer otherwise Killardiner otherwise Killardamee, Knockanapottoge otherwise Knockanepottoge otherwise Knockaneaputtoge Wood, Knockanepottoge Quarter, Kilroe otherwise Keilroe, Killganny, Knockanboy otherwise Knockancranboy, Killeage, Killoge, Knockkillardea, Knockillardy, Knockanbeg, Realia otherwise Realrue, Lisheenonaugh otherwise Lisheenonoe, Lisheenpower otherwise Lysheenpower, Loughloherty, Lisseva otherwise Liseva, Lysheenanaul, Lady Abbey, Lisheen, Monadireen otherwise Monedireen, Monerahy, Monorovan, Moneroe, Moneclougher otherwise Monelougher, Newtownadam otherwise Newtownaddam, Neddins, the Island of Neddins, Little Neddins, Parkaderine otherwise Parkadderine otherwise Parkaderrine, Poulavalla, Rehill, Redmonstown, Ruthrodrugo, Rahane, Susson, Scart, Suirband, and Toherfineen, and also a yearly Rent of Three Pounds Twelve Shillings and Nine-pence, issuing out of Part of the Lands of Carriegen, now or late in the Tenure or Occupation of James Moore, also a yearly Rent of Two Pounds Ten Shillings issuing out of a Tenement in Cahir, now or late in the Tenure or Occupation of John Byrne, also a yearly Rent of Three Pounds issuing out of a Messuage or Tenement in Cahir, formerly in the Tenure or Occupation of James Griffin, and also a yearly Rent of Six Pounds Eighteen Shillings issuing out of a Tenement in the Town of Cahir, formerly in the Tenure or Occupation of the Reverend Denis Lonergan, all which said Manors, Castles, Towns, Lands, Messuages, Tenements, Hereditaments, and Premises, with their and every of their Appurtenances, are situate, lying, and being in the County of Tipperary aforesaid, and also all that and those the Town and Lands of Derrinlara otherwise Derrinlane otherwise Derrinlad, with the Appurtenances, situate, lying, and being in the County of Waterford: And whereas the said James Baron Cahir, being so seised or entitled as aforesaid of or to the said several Manors, Towns, Lands, Tenements, Hereditaments, and Premises, or the Equity of Redemption in the same, made and published his last Will and Testament in Writing, duly executed and attested as by Law was then required for the passing of Real Estates, and bearing Date the Thirty-first Day of August in the Year One thousand seven hundred and eighty-four, and thereby gave and devised all his Manors, Towns, Lands, Hereditaments, and Real Estate whatsoever, situate and being in the said Kingdom of Ireland, with their and every of their Rights, Members, and Appurtenances, unto the Right Honourable Thomas Browne commonly called Lord Kenmare, Daniel Macnamara, therein described of Lincoln's Inn Fields in the County of Middlesex, Esquire, Robert Butler, therein described of Ballyragget in the County of Kilkenny, Esquire, and James Butler, therein described of Carrowhone in the County of Cork, Esquire, their Heirs and Assigns, but nevertheless upon and for the Trusts following; that is to say, that they the said Thomas Lord Kenmare, Daniel Macnamara, Robert Butler, and James Butler,

Will of James
Baron Cahir,
dated 31st
August 1784.

Butler; and the Survivors and Survivor of them, or the Heirs of Assigns of such Survivor, should, with all convenient Speed after the Decease of the said Testator, by a Mortgage or Mortgages, either in Fee or for any Term or Terms of Years, or by absolute Sale of all or any Part or Parts of his the said Testator's Estate, and with and out of the Rents, Issues, and Profits thereof in the meantime and until such Sale or Sales or Mortgage or Mortgages should be made, levy and raise so much and such Sum and Sums of Money as should be sufficient for the Payment and Discharge of all his the said Testator's just Debts, and the several Annuities given or granted by the said Testator, and also all Costs, Charges, and Expenses attending or to be occasioned by or in the Execution of any of the Trusts by said Will created, or in relation thereto; and, subject to the aforesaid Trusts, or so much thereof as should remain after answering the Purposes aforesaid, in trust for his the said Testator's Brother the Honourable *Pierce Butler* and his Assigns, for and during the Term of his Life; and from and after his Decease in trust for the First and other Son and Sons of the Body of the said *Pierce Butler* lawfully to be begotten, severally and successively as they should respectively be in Priority of Birth, and the several Heirs Male of the Body and Bodies of such Son and Sons lawfully issuing; and for default of such Issue in trust for his the said Testator's Brother the Honourable *John Butler* and his Assigns, for and during the Term of his Life; and from and after the Decease of the said *John Butler* in trust for his First and other Son and Sons, severally and successively, and the several Heirs Male of the Body and Bodies of such Son and Sons lawfully issuing; and for default of such Issue in trust for *Richard Butler*, eldest Son of *James Butler* of *Fethard* in the County of *Tipperary*, Esquire, deceased, and his Assigns, for his Life; and from and after the Decease of the said *Richard Butler* in trust for his First and other Son and Sons, severally and successively, and the several Heirs Male of their respective Bodies lawfully issuing; with Remainders over; and the said Testator by his said Will did thereby empower the several Tenants for Life in the said Will named, of his said Estates, to convey, settle, assure, limit, or appoint any Part or Parts of his the said Testator's Real Estates, or any annual Sum or yearly Rent-charge to be issuing thereout or out of any Part thereof, as and for a Jointure or Jointures for the Life or Lives of such Woman or Women whom they the said Tenants for Life might respectively marry; and the said Testator did further thereby empower the several Persons by the said Will made Tenants for Life of the said Estates, when respectively in possession or entitled to the Rents and Profits thereof, with the Consent and Approbation of the said *Thomas Lord Kenmare*, *Daniel Macnamara*, *Robert Butler*, and *James Butler*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, at any Time or Times, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be sealed and delivered in the Presence of Two or more Witnesses, to subject or charge any Part or Parts of his the said Testator's Real Estates to and with the Payment of such Sum and Sums of Money as the said Trustees or Trustee for the Time being should in their or his own Discretion think fit, for the Portion or Portions of any Daughter or Daughters or younger Sons of such Tenant for Life as aforesaid,

aforesaid, to be paid at such Age or Ages, Days or Times, in such Shares and Proportions, and with such Rate of Interest until payable, and in such Manner as should be thought advisable or expedient, and in order to secure the Payment of the Sum so to be charged, and the Interest thereof, by the same or any other Deed or Deeds, Instrument or Instruments in Writing, so executed and attested aforesaid, to limit or create any Term or Terms of Years, or to make any Demise or Demises by way of Mortgage of the said Premises or any Part thereof; and the said Testator by his said Will gave unto his Sister the Honourable *Margaret Kennedy* an Annuity of Four hundred Pounds during her Life, and to the said *Richard Butler* an Annuity of One hundred and fifty Pounds for his Life, and to *James Butler*, Brother of the said *Richard Butler*, an Annuity of Fifty Pounds during his Life, with Benefit of Survivorship between them the said *Richard Butler* and *James Butler* in respect of the said Annuities; and the said Testator gave unto his Brother *John Butler* an Annuity of Four hundred Pounds during his Life, and to his the said Testator's Servant *Henry Quitclet* an Annuity of One hundred Pounds during his Life, to *Anthony Dwyer* an Annuity of One hundred Pounds for his Life, to *William Goodchild* an Annuity of Forty Pounds for his Life, and to *Samuel Lee* an Annuity of Thirty Pounds for his Life; and the said Testator directed that the said several Annuities should be paid according to the then Value of Money in *Ireland*: And whereas the said Testator, by a Codicil dated the Seventh Day of *November* One thousand seven hundred and eighty-five, to said Will, duly executed and attested as by Law was then required, revoked the Devise of the said Annuity of One hundred Pounds unto *Anthony Dwyer*, and gave and devised the same unto *James Smith*, to be charged on his the said Testator's Real Estate; and said Testator by said Codicil gave to Miss *Mary Lawler*, therein named, an Annuity of Two hundred Pounds of like Money, to be charged on his Real Estates; and the said Testator thereby confirmed his Will in all other respects: And whereas the said Testator added a further Codicil to his said Will, bearing Date the Sixth Day of *June* One thousand seven hundred and eighty-six, and thereby gave and bequeathed several small pecuniary Legacies (all of which have been long since paid and discharged), but did not otherwise alter or revoke his said Will or previous Codicil: And whereas the said *James Baron Cahir* departed this Life on or about the Sixth Day of *June* One thousand seven hundred and eighty-six, without altering or revoking his said Will or Codicils, and without Issue: And whereas by virtue of certain Indentures of Lease and Release, bearing Date the Thirteenth and Fourteenth Days of *June* One thousand seven hundred and seventy-six, the Release being made between *George Wegg*, *Samuel Moody*, *Anthony Chapman*, and *John Slaney* of the First Part, the said *James Baron Cahir*, the Honourable *Thomas Butler*, the Honourable *Pierce Butler*, and the Honourable *John Butler*, Brothers of the said *Baron Cahir*, of the Second Part, *Samuel Wegg* of the Third Part, *Joseph Keeling* of the Fourth Part, *Sarah Leheup* Widow of the Fifth Part, *Elizabeth Leheup* Widow of the Sixth Part, *John Carroll* of the Seventh Part, and *Robert Brounton* of the Eighth Part, and also of Two Common Recoveries, duly suffered before the Jus-

Codicil to Will of James Baron Cahir, dated 7th November 1785.

Further Codicil to Will of James Baron Cahir, dated 6th June 1786.

Indenture of Mortgage, dated 13th & 14th June 1776, to secure 51,000l.

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tices of the Court of Common Pleas, *Dublin*, by the said *James Baron Cahir, Pierce Butler, Thomas Butler, and John Butler*, the said several Manors, Towns, Lands, Tenements, Hereditaments, and Premises were limited and assured to the Use of the said *George Wegg, Samuel Moody, Anthony Chapman, and John Slaney*, their Heirs and Assigns, subject to a Proviso for Redemption in the said Indenture of Release contained, on Payment of the Principal Sum of Fifty-one thousand Pounds, together with Interest for the same at the Rate of Five Pounds by the Hundred Pounds by the Year, in lawful *British Money and English Value*, and also of all and every such further and other Sum and Sums of Money as they the said *George Wegg, Samuel Moody, Anthony Chapman, and John Slaney*, or any of them, should advance or pay to or for or on account and by the Order of the said *James Baron Cahir, Thomas Butler, Pierce Butler, and John Butler*, or any of them, or in discharge of any Incumbrances affecting the said Premises or any of them, together with Interest for said said last-mentioned Sums after the Rate aforesaid: And whereas by a Deed Poll or Instrument in Writing under the Hand and Seal of the said *James Baron Cahir*, bearing Date the Fourteenth Day of *June* One thousand seven hundred and eighty-four, and annexed to the said recited Indenture of Release, in consideration of the Sum of Two thousand three hundred and sixty-five Pounds of *British Money and English Value* paid to the said *James Baron Cahir* by the said *Samuel Moody, Anthony Chapman, and John Slaney*, he the said *James Baron Cahir* covenanted that the said Manors, Towns, Lands, Hereditaments, and Premises should remain and be charged and chargeable, not only with the said Principal Sum of Fifty-one thousand Pounds and Interest, but also with the Payment of the said further Sum of Two thousand three hundred and sixty-five Pounds and Interest: And whereas by another Deed Poll or Instrument in Writing under the Hand and Seal of the said *James Baron Cahir*, bearing Date the Fifth Day of *July* One thousand seven hundred and eighty-four, and also annexed to the said recited Indenture of Release, in consideration of the Capital Sum of Eight thousand Pounds Three Pounds *per Cent.* Consolidated Bank Annuities to the said *James Baron Cahir* transferred by the said *Samuel Wegg* (who was the Executor of the Will of the said *George Wegg* then deceased), the said *James Baron Cahir* covenanted that the said Manors, Towns, Lands, Hereditaments, and Premises therein-after described, and thereby released or otherwise assured, and the Appurtenances, should remain charged and chargeable, not only with the before-mentioned Principal Sums of Fifty-one thousand Pounds and Two thousand three hundred and sixty-five Pounds, and Interest, but also with the said Capital Sum of Eight thousand Pounds Three Pounds *per Cent.* Consolidated Bank Annuities, with Interest for the same after the Rate of Two hundred and forty Pounds *per Annum*, and should not be redeemed or redeemable until Payment as well of the said several Sums of Fifty-one thousand Pounds and Two thousand three hundred and sixty-five Pounds as also of the Transfer and Payment of the said Capital Sum of Eight thousand Pounds Three Pounds *per Cent.* Consolidated Bank Annuities: And whereas upon the Decease of the said *James Baron Cahir* his Brother, the said *Pierce Butler*, upon whom the said

Further
Mortgage,
dated 14th
June 1784,
to secure
2,365*l.*

Further
Mortgage,
dated 5th
July 1784,
to secure
8,000*l.*

[Private.]

Title then descended, became entitled, under the Limitations of the said Will of the said *James Baron Cahir*, to an Estate for Life of and in the several Manors, Towns, Lands, Hereditaments, and Premises herein-before mentioned, and entered into the Possession and Receipt of the Rents, Issues, and Profits thereof, subject to the Mortgages before recited, and the other Debts, Annuities, and Legacies owing, devised, or bequeathed by the said *James Baron Cahir* deceased: And whereas the said *Pierce Baron Cahir* departed this Life in the Month of *June* One thousand seven hundred and eighty-eight without Issue; and the said *John Butler* having also departed this Life during the Lifetime of his Brother the said *Pierce Baron Cahir*, the said *Richard Butler* became entitled, upon the Decease of the said *Pierce Baron Cahir*, to an Estate for Life in the said Manors, Towns, Lands, Tenements, Hereditaments, and Premises, and entered into the Possession and Receipt of the Rents and Profits thereof: And whereas the said *Thomas Lord Kenmare*, *Robert Butler*, and *James Butler*, Three of the Trustees named in the said Will of the said *James Baron Cahir*, respectively died during the Lifetime of the said *Daniel Macnamara* their Co-trustee, and the said *Daniel Macnamara*, the surviving Trustee of the said Will, departed this Life in or about the Year One thousand seven hundred and eighty-nine: And whereas upon the Decease of the said *Pierce Baron Cahir* the Title descended upon the said *Richard Butler*, who intermarried with *Emily Jeffreys* Spinster: And whereas by Indenture bearing Date the Twenty-second Day of *May* One thousand eight hundred and one, made between *Lucinda M'Namara*, Wife of *Francis M'Namara* Esquire, *Mary Bouchier*, Wife of *John Bouchier* Esquire, and *Margaret O'Brien* Widow, being the Three Nieces and Heiresses at Law of the said *Daniel Macnamara*, the Survivor of the said Trustees named in the said Will of the said *James Baron Cahir*, of the First Part, the said *Richard Baron Cahir* and *Emily Baroness Cahir* his Wife of the Second Part, the Right Honourable *George Nugent* Earl of *Westmeath*, since deceased, and *Henry George Quin* of the City of *Dublin*, Esquire, since also deceased, of the Third Part, after reciting the Will of said *James Baron Cahir*, the Deaths of all the Trustees therein named, and that the said *Daniel Macnamara* was the Survivor of them, and that *Richard Baron Cahir* was desirous of executing the Power given to him by the said Will, of appointing a Jointure for said *Emily Baroness Cahir*, and of also appointing Portions for his younger Children, the said Deed witnessed that the said *Richard Baron Cahir*, in exercise and execution of the Power or Authority given to him by said Will, and of all other Powers and Authorities whatsoever enabling him in that Behalf, did, by and with the Consent and Approbation of the said *Lucinda M'Namara*, *Mary Bouchier*, and *Margaret O'Brien*, testified by their being Parties to and executing the said Deed, grant, limit, and appoint unto the said *Emily Baroness Cahir*, in case she should survive the said *Richard Baron Cahir*, and her Assigns, for her Life, One annual Sum or Rent-charge of One thousand two hundred Pounds, to be yearly issuing out of all the aforesaid Hereditaments devised by the aforesaid Will of the said *James Baron Cahir*, during the Life of said *Emily Baroness Cahir*; and the said *Richard Baron Cahir*, in further Execution of the Power given him by the said Will, and with the Consent aforesaid, did

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subject

Indenture,
dated 22d
May 1801.

subject and charge all the said Estates, Manors, Lands, Tenements, and Hereditaments with the Payment of several Sums of Money as Portions and Provisions for his Daughters and younger Sons of the said Marriage; to certain different Amounts in certain different Events, and in the Event of there being Three or more Children of the said Marriage other than and besides an eldest or only Son; then the Sum of Fifteen thousand Pounds of lawful Money and Currency of *Ireland*, the same to be paid to or amongst such Children in the Manner and at the Times therein and herein-after mentioned; and that the said *Richard Baron Cahir*, with the Consent aforesaid, limited, bargained, and sold unto the said *George Nugent Earl of Westmeath* and *Henry George Quin*, their Executors, Administrators, and Assigns, all the aforesaid Estates for the Term of One thousand Years, to commence from his Decease, in the first place, for the further and better securing to the said *Emily Baroness Cahir* and her Assigns during her Life, in case she should survive the said *Richard Baron Cahir*, the due Payment of the said Rent-charge of One thousand two hundred Pounds, clear of all Deductions for Taxes, Assessments, or other Charges, and upon further Trust that the said Trustees, or the Survivor of them, his Executors, Administrators, or Assigns, should; upon the Decease of the said *Richard Baron Cahir*, or in his Lifetime if he should so direct, by any Deed or Writing under his Hand and Seal, by Mortgage, Sale, or other Disposition of all or any Part of the said Manors, Towns, Lands, Tenements, and Hereditaments, for the said Term of One thousand Years, or by the Rents or Profits of the said Premises, but subject to the aforesaid Jointure of One thousand two hundred Pounds a Year, levy and raise the respective Sums of Money for the Portion or Portions of the Daughter or Daughters and younger Son or younger Sons of the said *Richard Baron Cahir* and *Emily Baroness Cahir*, upon the Contingencies therein mentioned, and, among others, that in case there should be Issue of them Three or more Children other than an eldest or only Son, then the Sum of Fifteen thousand Pounds for the Portions of all such Three or more Children, the same to be paid to and among such younger Children at such Age or Ages, Time or Times, in such Parts, Shares, and Proportions, and in such Manner and Form, and subject to such Provisions, Conditions, and Limitations over for the Benefit of some or one of them, as the said *Richard Baron Cahir* and *Emily Baroness Cahir* should during their joint Lives, by any Deed or Deeds, Writing or Writings, by them signed and sealed in the Presence of and attested by Two or more credible Witnesses, direct or appoint: And whereas there was Issue of the said *Richard Baron Cahir* and *Emily* his Wife the Honourable *Richard Butler* his only Son, and *Harriet Butler*, *Charlotte Butler*, and *Emily Butler*, the younger Children of the said Marriage: And whereas the said *Henry George Quin*, One of the Trustees named in the said Deed of the Twenty-second Day of *May* One thousand eight hundred and one, departed this Life, leaving his Co-trustee *George Nugent Earl of Westmeath* him surviving: And whereas by a Deed bearing Date the Twenty-ninth Day of *June* One thousand eight hundred and fourteen, made and executed by the said *Richard Baron Cahir* and *Emily Baroness Cahir* his Wife in the Presence of Two subscribing Witnesses, after reciting, among other things, the said Will, and the

Deed, dated
29th June
1814.

said

said Deed of the Twenty-second Day of *May* One thousand eight hundred and one, the said *Richard* Baron *Cahir* and *Emily* Baroness *Cahir* did, subject to the Power of Revocation therein contained, grant, limit, and appoint the said Sum of Fifteen thousand Pounds to be raised, and paid to the said *Harriet Butler*, *Charlotte Butler*, and *Emily Butler*, in Three equal Shares, that is to say, the Sum of Five thousand Pounds to each, the same to be raised, and paid, after the Decease of the said *Richard* Baron *Cahir*, but not in his Lifetime (unless by his express Direction and Appointment), to the said *Harriet Butler*, *Charlotte Butler*, and *Emily Butler* respectively upon their respectively attaining the Ages of Twenty-one Years, or on their respective Days of Marriage, whichever should first happen after the Decease of the said *Richard* Baron *Cahir*, together with Interest for the said respective Portions from the Day of his Decease, for their respective Maintenance and Education until their said respective Portions should become payable and be actually paid, at the Rate of Six Pounds by the Hundred Pounds by the Year, which said Deed contained a Power to the said *Richard* Baron *Cahir* and *Emily* his Wife of altering, charging, or revoking and making void the said Appointment, and of making a new Appointment of the same Sum of Fifteen thousand Pounds among their said Daughters or the Survivor of them: And whereas a Suit was instituted in the High Court of Chancery in *Ireland* by the said *Samuel Moody* and *Samuel Wegg* against the said *Richard* Baron *Cahir* and *Emily* his Wife and the Honourable *Richard Butler*, then a Minor, with other Parties, in which, after several Proceedings, a Decree bearing Date the Eighth Day of *May* One thousand eight hundred and six was pronounced, whereby it was, among other things, decreed, that the Trusts of the said Will of *James* Baron *Cahir* should be carried into full and complete Execution; and it was thereby referred to *William Henn* Esquire, the Master in the said Cause, to take an Account of the Sum remaining due to the Complainants on foot of the several Mortgages before stated, and also an Account of the Sums due for Principal and Interest on foot of the several Debts, Charges, and Incumbrances affecting the several Estates of the said *James* Baron *Cahir*, and of his Debts and Legacies, and also an Account of his Personal Estate, the Nature and Amount thereof, into whose Hands the same had come, and how the same had been applied: And whereas the said *William Henn* on the Fifteenth Day of *January* One thousand eight hundred and ten, in pursuance of the said Decree, made his Report, and thereby found that there was then due to the Plaintiff *Samuel Moody* the Principal Sum of Fifty-one thousand Pounds *British* Currency, making in *Irish* Currency Fifty-five thousand two hundred and fifty Pounds; and that there was then due to the said *Samuel Moody* the Principal Sum of Two thousand three hundred and sixty-five Pounds *British* Currency, making in *Irish* Currency Exchange at Par Two thousand five hundred and sixty-two Pounds One Shilling and Eight-pence; and that there was then also due to the Plaintiff *Samuel Wegg* the Capital Sum of Eight thousand Pounds Consolidated Bank Annuities; that there was due to *Catherine Long Everard*, a Defendant in said Cause, as surviving Executrix of the Honourable *Margaret Kennedy* deceased, the Principal Sum of Three thousand Pounds; and that there was due to *John Shine*, Administrator of *Daniel Macnamara*, the Sum of Two thousand

Decree of
Court of
Chancery,
dated 8th
May 1806.

Master's
Report,
dated 15th
January
1810.

thousand one hundred Pounds *British* Currency, making in *Irish* Currency at Par Two thousand two hundred and seventy-five Pounds; that there was due to *Samuel Lee*, on foot of the Annuity bequeathed to him by the said *James Baron Cahir*, Seven hundred and five Pounds, to and for the First Day of *November* One thousand, eight hundred and nine; and that there was also due to the said *Samuel Lee*, on foot of the Legacy bequeathed to him by the Codicil annexed to the Will of the said *James Baron Cahir*, the Sum of One hundred and thirteen Pounds Fifteen Shillings; and that there was due to *William Goodchild*, on foot of a Legacy bequeathed to him by the said *James Baron Cahir*, the Sum of One hundred and thirteen Pounds Fifteen Shillings: And whereas a final Decree was made in the said Cause, bearing Date the Seventh Day of *March* One thousand eight hundred and ten, whereby it was decreed that the several and respective Sums reported due to the Plaintiff, and to the Defendant *Catherine Long Everard*, with Interest on the same respectively from the several and respective Days to which the same had been paid, should be discharged; and the several other Sums reported due, together with Interest on the said Two Legacies bequeathed to the said *Samuel Lee* and *William Goodchild*, from the Confirmation of the said Master's Report, with the Plaintiffs and Defendants Costs in the said Cause, should be and the same were thereby decreed Charges on the said Lands and Premises before mentioned; and the said *Richard Baron Cahir* was directed, in Six Calendar Months from the Date of the said Decree, to replace the Capital Sum of Eight thousand Pounds Three *per Cent.* Consolidated Bank Annuities to the Plaintiff *Samuel Wegg*, and also within said Period to pay unto the Plaintiff *Samuel Moody* the said Sum of Fifty-one thousand Pounds, and Two thousand three hundred and sixty-five Pounds *British* Currency, with all Interest that might remain due, and the several other Sums reported due to the several other Persons in said Report mentioned; together with the Plaintiffs and Defendants Costs, or in default thereof that the Master should set up and sell the said several mortgaged Premises, or so much thereof as should be sufficient for the Payment of the said several Demands and the due Performance of the said Decree, and that the said Plaintiff and the several other Persons should be paid the several Sums reported due to them, and that the Surplus arising therefrom should abide the further Order of the Court: And whereas the said *Richard Butler*, the only Son of said *Richard Baron Cahir*, attained his Age of Twenty-one Years in the Year One thousand eight hundred and fifteen, and thereupon became entitled to an Estate Tail in remainder in the several Manors, Towns, Lands, and Hereditaments devised by the said Will of the said *James Baron Cahir*, subject however to the several Debts, Annuities, and Legacies granted or created by the said *James Baron Cahir*, and to the said Annuity or yearly Rent-charge of One thousand two hundred Pounds provided and appointed for the said *Emily Baroness Cahir* in case she should survive the said *Richard Baron Cahir* her Husband, and also to the Sum of Fifteen thousand Pounds provided as Portions for the Three Daughters of the said *Richard Baron Cahir*, as herein-before mentioned: And whereas by an Indenture of Release, bearing Date the Tenth Day of *June* in the Year One thousand eight hundred and fifteen, made between the said *Richard Baron Cahir* of

Final Decree,
dated 7th
March 1810.

Indenture
of Release,
dated 10th
June 1815.

[Private.]

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the First Part, the said Honorable *Richard Butler* his only Son of the Second Part, the Right Honorable *George* Earl of *Westmeath* and the Right Honorable *Robert* Lord Viscount *Castlereagh* of the Third Part, the Right Honorable *Francis* Earl of *Landaff* and the Right Honorable *William Bagwell* of the Fourth Part, *William Furlong* of the Fifth Part, and *Richard Furlong* of the Sixth Part, and by Two Common Recoveries suffered in *Trinity* Term in the same Year, the several Manors, Towns, Lands, Hereditaments, and Premises herein-before described, being the Estates whereof the said *James* Baron *Cahir* was seised at the Time of his Decease, with all the Rights, Members, Privileges, Advantages, and Appurtenances thereunto belonging, were limited (subject to the said Debts, Annuities, and Legacies created and charged by the said *James* Baron *Cahir*, and to the said Annuity or yearly Rent of One thousand two hundred Pounds provided and appointed for the said *Emily* Baroness *Cahir*, and of the said Sum of Fifteen thousand Pounds provided as Portions and Provisions of the said Three Daughters of the said *Richard* Baron *Cahir*, and subject to such further and other Charges and Provisions as were therein-after made,) unto the said *George* Earl of *Westmeath* and *Robert* Viscount *Castlereagh*, their Heirs and Assigns, in trust and to the Intent that the said *Richard Butler* and his Assigns might during the joint Lives of the said *Richard* Baron *Cahir* and the said *Richard Butler* receive the Rent-charge therein mentioned, and, subject thereto, to the Use of the said *Francis* Earl of *Landaff* and *William Bagwell* for the Term of Five hundred Years, upon the several Trusts, and to and for the several Uses, Intents, and Purposes therein-after declared of and concerning the same; and from and after the Expiration or sooner Determination of said Term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Richard* Baron *Cahir* during his natural Life, with Remainder to the Use of *George* Earl of *Westmeath* and *Robert* Viscount *Castlereagh*, and their Heirs, during his Life, to preserve contingent Remainders; and from and after the Decease of the said *Richard* Baron *Cahir*, to the Use of the said *Richard Butler* and his Assigns during his natural Life, with Remainder to the said *George* Earl of *Westmeath* and the said *Robert* Viscount *Castlereagh*, during his Life, to preserve contingent Remainders; and from and after the Decease of the said *Richard Butler*, to the Use of the First Son of the Body of the said *Richard Butler*, and the Heirs Male of the Body of such First Son lawfully issuing; and for default of such Issue to the Use of the Second, Third, Fourth, Fifth, Sixth, and every other Son and Sons of the said *Richard Butler*, severally, successively, and in remainder one after another as they and every of them should be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons, the elder of such Sons and the Heirs Male of his Body being always preferred and to take before the younger of such Sons and the Heirs Male of his and their Body and Bodies issuing; and for default of such Issue to the Use of the Second and other younger Sons of the said *Richard* Baron *Cahir* and *Emily* Baroness *Cahir* his Wife, successively, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons; and for default of such Issue to the

Use of the First and other Son and Sons of the said *Richard* Baron *Cahir* by any after-taken Wife, and the Heirs Male of the Body and Bodies of such Son and Sons successively; and for default of such Issue to the Use of the Survivor of them the said *Richard* Baron *Cahir* and *Richard* Butler, and the Heirs and Assigns of such Survivor, for ever; and Power was given unto the said *Richard* Butler, by any Deed or Deeds, executed and attested as therein mentioned, to charge the said Hereditaments with any Sum or Sums of Money by way of Jointure, so as such annual Sum should not exceed the Sum of Six hundred Pounds yearly during the Lifetime of the said *Richard* Baron *Cahir*, and One thousand two hundred Pounds after his Decease, and for that Purpose to create a Term or Terms of Years as he should think fit for securing the Payment of such Jointure; and Power was thereby also given unto the said *Richard* Butler to charge the said Hereditaments with any Sum or Sums of Money not exceeding Twenty thousand Pounds for the Portion or Portions of the Daughter or Daughters, younger Son or younger Sons of him the said *Richard* Butler, with Interest for the same from the Periods in the said Deed stated, not exceeding Six Pounds by the Hundred Pounds by the Year, and to limit and create a Term or Terms of Years of the said Premises, or any Part thereof, commencing from the Time of the Decease of the said *Richard* Baron *Cahir*, as the said *Richard* Butler should by any Deed or Instrument in Writing direct and appoint; and as to, for, and concerning the said Term of Five hundred Years therein-before limited to the said *Francis* Earl of *Landaff* and *William* Bagwell, it was thereby declared that the same was so limited to them in trust for the better securing the said Annuity of One thousand two hundred Pounds therein-before granted to the said *Richard* Butler during the joint Lives of himself and the said *Richard* Baron *Cahir*; and, subject thereto, upon further Trust that the said *Francis* Earl of *Landaff* and *William* Bagwell, and the Survivor of them, his Executors, Administrators, and Assigns, should, at the Request of the said *Richard* Baron *Cahir*, to be testified by any Deed or Deeds, Instrument or Instruments in Writing, to be by him sealed and delivered in the Presence of and to be atested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or by any Codicil or Codicils thereto, attested by Three or more credible Witnesses, levy and raise any Sum or Sums of Money not exceeding in the whole the Sum of Ten thousand Pounds, and pay the same to the said *Richard* Baron *Cahir*, or to such Person or Persons, and in such Parts and Proportions, for such Intents and Purposes, as he, by any such Deed or Deeds or other Instrument or Instruments in Writing, or by such last Will and Testament, or Codicil or Codicils, should direct, limit, and appoint, and for Want of such Direction, Limitation, and Appointment, then the same to merge and sink in the Inheritance of the said Hereditaments; and subject to the aforesaid Trust, then upon trust that in case the said Three Daughters of the said *Richard* Baron *Cahir* by the said *Emily* Baroness *Cahir* his Wife, namely, the said *Harriet* Butler, *Charlotte* Butler, and *Emily* Butler, should all attain their respective Ages of Twenty-one Years, or be married, that the said *Francis* Earl of *Landaff* and *William* Bagwell, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, after the Decease of the said *Richard* Baron *Cahir*,
by

by Demise, Sale, or Mortgage of said Term, or of so much thereof as should be undisposed of for the Purposes aforesaid, raise and levy the Sum of Six thousand Pounds, and therewith pay to each of them the said *Harriet Butler*, *Charlotte Butler*, and *Emily Butler* the Sum of Two thousand Pounds, in addition to the Portions of Five thousand Pounds each provided for them by the said therein and herein-before recited Deed of Appointment; and upon further Trust, subject as aforesaid, that they the said *Francis Earl of Landaff* and *William Bagwell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, at any Time after the Decease of the said *Richard Baron Cahir*, but not during his Life, except by his express Consent in Writing, testified as therein mentioned, at the Request of the said *Richard Butler*, to be testified by any Deed or Instrument in Writing, or by his last Will and Testament, or any Codicil or Codicils thereto, attested as therein mentioned, levy and raise out of the Rents and Profits of the Manors, Towns, Lands, Tenements, and Hereditaments comprised in the said Term of Five hundred Years, or by Demise, Sale, or Mortgage or other Disposition of the same or any of them, or any Part thereof, for all or any Part of the said Term, any Sum or Sums of Money not exceeding in the whole the Sum of Ten thousand Pounds, and pay the same to such Person or Persons and in such Parts and Proportions as the said *Richard Butler* should in manner aforesaid direct, limit, or appoint, and in default of such Direction, Limitation, or Appointment, then the same to be paid to the said *Richard Butler*, his Executors, Administrators, or Assigns; and it was thereby declared and agreed, that upon the Performance of the said several Trusts of the said Term of Five hundred Years, and Payment of the Costs of the said Trustees attending the Execution thereof, the said Term of Five hundred Years of and in the Premises therein comprised, or so much thereof as should remain unsold or undisposed of for the Purposes aforesaid, should cease: And whereas on the Thirtieth Day of *January* One thousand eight hundred and sixteen the said *Richard Baron Cahir* was created Earl of *Glengall*, and departed this Life in the Year One thousand eight hundred and nineteen, leaving the said *Richard Butler*, then Baron *Cahir*, and now Earl of *Glengall*, his only Son, and the said Lady *Harriet Butler*, Lady *Charlotte Butler*, and Lady *Emily Butler*, his Three Daughters, him surviving: And whereas the said *Emily Countess of Glengall* survived her said Husband, and departed this Life in the Year One thousand eight hundred and thirty-six, and all Sums due and owing on foot of her said Annuity or Jointure of One thousand two hundred Pounds have been long since fully paid: And whereas by a Deed or Instrument in Writing, bearing Date the Second Day of *May* in the Year One thousand eight hundred and sixteen, made between the said *Francis Earl of Landaff* and the Right Honorable *William Bagwell* of the First Part, the said *Richard* then Earl of *Glengall* of the Second Part, the Most Noble *John Marquis of Abercorn* of the Third Part, and the Right Honorable *Thomas Lord Manners*, then Lord High Chancellor of *Ireland*, and *Jane* his Wife, of the Fourth Part, he the said *Richard Earl of Glengall*, in part Execution of the Power in him vested of charging the said Manors and Hereditaments with the Sum of Ten thousand Pounds,

Indenture,
dated 2d May
1816.

Pounds, under the said Deed of the Tenth Day of *June* One thousand eight hundred and fifteen, did appoint the Sum of Five thousand Pounds, with Interest from the Date of the said Indenture, to be levied thereout, in trust for the said Marquis of *Abercorn* and Earl of *Glengall*, as therein mentioned: And whereas the said Lady *Harriet Butler*, One of the Daughters of the said *Richard* Earl of *Glengall*, intermarried in the Year One thousand eight hundred and twenty-two with the Most Noble *George Hamilton* Marquis of *Donegal*, and the said Lady *Charlotte Butler*, One other of the said Daughters, in the Year One thousand eight hundred and thirty-five intermarried with *Christopher Talbot* Esquire, and the said Lady *Emily Butler*, in the Year One thousand eight hundred and thirty-six, intermarried with *Richard Pennfather* Esquire: And whereas the said *George* formerly Earl and now Marquis of *Westmeath*, One of the Trustees named in the said Deed of the Tenth Day of *June* One thousand eight hundred and fifteen, is still living, and survived his Co-trustee the said *Robert Viscount Castlereagh*: And whereas the said *Francis* Earl of *Landaff* and the Right Honourable *William Bagwell*, the Trustees of the said Term of Five hundred Years created by the said Deed of the Tenth Day of *June* One thousand eight hundred and fifteen, are both dead, and the said *Francis* Earl of *Landaff* survived the said *William Bagwell*, and the said Term of Five hundred Years is now vested in the personal Representative of the said *Francis* Earl of *Landaff*: And whereas the said *Richard* now Earl of *Glengall*, upon the Decease of his said Father, entered into possession and receipt of the Rents and Profits of the said several Hereditaments situate in the Counties of *Tipperary* and *Waterford*, and intermarried, in the Month of *February* in the Year One thousand eight hundred and thirty-four, with *Margaret Laurretta Mellish* Spinster: And whereas,

Marriage
Settlement
of Earl of
Glengall,
dated 19th
February
1834.

previous to and in contemplation of the said Marriage, by an Indenture bearing Date the Nineteenth Day of *February* in the Year One thousand eight hundred and thirty-four, made between the said *Richard* Earl of *Glengall* of the First Part, the said *Margaret Laurretta Mellish* of the Second Part, *John Taylor* and *Charles Parker*, Esquires, of the Third Part, *Thomas Leach* and *Arthur William Tooke*, Esquires, of the Fourth Part, and *John Freemantle* and *William Tooke*, Esquires, of the Fifth Part, in consideration of the said then intended Marriage, and in exercise and execution of the Power and Authority to the said *Richard* Earl of *Glengall* by the said Indenture of Release of the Tenth Day of *June* One thousand eight hundred and fifteen given or limited, he the said *Richard* Earl of *Glengall* did by said Deed, sealed and delivered in the Presence of and attested by Two credible Witnesses, grant, limit, and appoint unto the said *Margaret Laurretta Mellish* (in case the said intended Marriage should take effect, and she should survive the said *Richard* Earl of *Glengall*,) and her Assigns, during her Life, as and for her Jointure, and in satisfaction and bar of Dower or Thirds and Free Bench to which she might be entitled, One Annuity, yearly Rent-charge, or annual Sum of One thousand two hundred Pounds of lawful Money of *Great Britain* and *Ireland*, to be issuing out of and chargeable upon all and singular the said Manors, Towns, Lands, Hereditaments, and Premises comprised in the said Indenture of Release, and to be paid to the said *Margaret Laurretta Mellish* or

[Private.]

her Assigns, free from all Taxes, and without any Deduction whatsoever, by Four equal quarterly Payments, on the Days and Times therein mentioned, the first Payment to be made on such of the said Days as should happen next after the Decease of the said *Richard Earl of Glengall*; and in case the said *Margaret Laurretta Mellish* should survive the said Earl of *Glengall*, and there should be no Issue Male of the said then intended Marriage living at his Decease, or being such there should at any Time during the Life of the said *Margaret Laurretta Mellish* be a Default of Issue Male of the said *Richard Earl of Glengall* by the said *Margaret Laurretta Mellish*; then from and immediately after the Decease of the said *Richard Earl of Glengall*, and such Default or Failure of Issue Male as aforesaid, he the said Earl of *Glengall* did thereby grant unto the said *Margaret Laurretta Mellish* during her Life a further yearly Rent-charge or annual Sum of Two thousand Pounds of like Money, to be issuing out of and charged upon the several Manors and other Hereditaments, and to be paid to the said *Margaret Laurretta Mellish* and her Assigns, free from all Taxes, and without any Deduction whatsoever, by equal quarterly Payments, as before provided in respect of the said Annuity of One thousand two hundred Pounds; and Powers of Distress and Entry were thereby created and given unto the said *Margaret Laurretta Mellish* or her Assigns for Recovery of the said Annuities in case of the Nonpayment thereof; and, for the further and more effectually securing the said yearly Rent-charge or annual Sum of One thousand two hundred Pounds, he the said *Richard Earl of Glengall* did limit and appoint the said Manors, Lands, and Hereditaments unto and to the Use of the said *John Taylor* and *Charles Parker*, their Executors, Administrators, and Assigns, for and during the Term of One hundred and fifty Years, to be computed from the Day of the Decease of the said *Richard Earl of Glengall*, upon the Trusts and for the Intents and Purposes therein-after declared concerning the same; and the said Deed further witnessed, that for the Purpose of more effectually securing the said yearly Rent-charge or annual Sum of Two thousand Pounds before granted to the said *Margaret Laurretta Mellish* and her Assigns, in the event of her surviving the said *Richard Earl of Glengall*, and on Failure of Male Issue as aforesaid, he the said *Richard Earl of Glengall* did thereby grant and demise unto the said *Thomas Leach* and *Arthur William Tooke*, their Executors, Administrators, or Assigns; the Manors, Lands, and Hereditaments aforesaid, with their and every of their Appurtenances, subject nevertheless as before mentioned, for and during the Term of Two hundred Years, to be computed from the Decease of the said *Richard Earl of Glengall*, and such Default or Failure of Male Issue as aforesaid; and it was by the said Deed provided and declared, that the said Terms of One hundred and fifty Years and Two hundred Years, so as aforesaid limited and granted to the said *John Taylor* and *Charles Parker*, *Thomas Leach* and *Arthur William Tooke*, their respective Executors, Administrators, and Assigns, were so limited upon trust that the said Trustees should permit and suffer the Person or Persons to whom the immediate Remainder and Reversion of the said Manors and other Hereditaments comprised in the said Terms expectant upon the Determination thereof respectively should from Time to Time belong, to receive

receive and take the Rents, Issues, and Profits of the same until Default should happen to be made of or in Payment of the said yearly Rent-charges or annual Sums of One thousand two hundred Pounds and Two thousand Pounds respectively, or some Part thereof, at the Times and in the Manner before appointed for the Payment thereof respectively; and in case the said Annuities should happen to be behind or unpaid for the Space or Period therein mentioned, then upon trust that the said Trustees and the Survivor of them, his Executors, Administrators, or Assigns, should from Time to Time, by and out of the Rents and Profits of the said Manors and other Hereditaments comprised in the said Terms of Years, or by demising, leasing, or mortgaging the same or any Part thereof, or by bringing Actions against the Tenants or Occupiers of the same for Recovery of the Rents and Profits, or by such other reasonable Ways and Means as to them should seem meet, levy and raise or borrow and take up at Interest and pay the said yearly Rent-charges or Sums of One thousand two hundred Pounds and Two thousand Pounds, and all Arrears thereof respectively which should be then due or unpaid, or which during the Continuance thereof should accrue due, and all Costs and Expenses which should be sustained in the Recovery or obtaining thereof respectively, or otherwise relating thereto; and the said Deed further witnessed, that for the Considerations therein mentioned, and in exercise and execution of the Power and Authority to the said *Richard Earl of Glengall* given or limited by the said Deed of the Tenth Day of *June* One thousand eight hundred and fifteen, and of all other Powers and Authorities in him vested, he the said *Richard Earl of Glengall* did subject and charge all the said Manors and other Hereditaments, and every of them, and their and every of their Rights, Members, and Appurtenances, (but subject to the said Jointure of One thousand two hundred Pounds for the said *Margaret Laurretta Mellish*,) with the Sum of Twenty thousand Pounds, together with Interest for the same from the Day of the Decease of the said *Richard Earl of Glengall* at the Rate of Six Pounds by the Hundred Pounds by the Year, for the Portion or Portions of all and every the Daughter and Daughters and younger Son or younger Sons of him the said *Richard Earl of Glengall* by the said *Margaret Laurretta Mellish*, to be paid or payable to or amongst all and every such Daughter or Daughters, younger Son or Sons, in the Manner after mentioned; and the said Indenture further witnessed, that for the Considerations therein mentioned he the said *Richard Earl of Glengall* granted, demised, limited, and appointed, but subject and without Prejudice as aforesaid, all and singular the said Manors and other Hereditaments comprised in the said recited Indenture of Release, with their and every of their Rights, Members, and Appurtenances, unto the Use of the said *John Freemantle* and *William Tooke*, their Executors, Administrators, and Assigns, for and during the Term of Five hundred Years, to be computed from the Decease of the said *Richard Earl of Glengall*, upon trust that if there should be Issue any Child or Children of the said Earl of *Glengall* by the said *Margaret Laurretta Mellish* (other than an eldest or only Son), then and in such Case the said *John Freemantle* and *William Tooke*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, after the

the Decease of the said *Richard Earl of Glengall*, or during his Lifetime, with his Consent, signified in Writing as therein mentioned, by demising, assigning, or otherwise disposing of the said Manors, and other Hereditaments, or any of them, or any Part thereof, for the whole or any Part of the said Term of Five hundred Years, or by, with, and out of the Rents, Issues, and Profits of the same or any of them, or by bringing Actions for Recovery of the Rents from the Tenants or Occupiers thereof; and by all other reasonable Ways and Means, levy and raise, for the Portion and Portions of such Child or Children (other than an eldest or only Son), the said Sum of Twenty thousand Pounds, the same to be an Interest vested in and to be paid to such Child or Children on or at such Age, Day, or Time, or respective Ages, Days, or Times, and if more than One in such Parts, Shares, and Proportions, and subject to such Provisions or Dispositions over for the Benefit of some One such Child or Children other than an eldest or only Son, with such Restrictions and in such Manner as the said *Richard Earl of Glengall* by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be sealed and delivered by him in the Presence of and attested by Two or more credible Witnesses, should from Time to Time direct or appoint; and for Want of such Direction or Appointment, or so far as no such Direction or Appointment should extend, if there should be but One such Child, the said Sum of Twenty thousand Pounds to be an Interest vested in such One Child, being a Son, at the Age of Twenty-one Years, or, being a Daughter, at the Age of Twenty-one Years or Day of Marriage, which should first happen, and to be paid to him or her on or at the same Day or Time, if the same should happen after the Decease of the said *Richard Earl of Glengall*, but if in his Lifetime then immediately after his Decease; and if there should be Two or more Children of the said *Richard Earl of Glengall* by the said *Margaret Lauretta Mellish* (other than an eldest or only Son), then the said Sum of Twenty thousand Pounds to be paid to and shared and divided between or among such Two or more Children in equal Shares, the Share or Shares of such of them as should be a Son or Sons to be a vested Interest in him or them respectively at his or their Age or respective Ages of Twenty-one Years, and of such of them as should be a Daughter or Daughters on her or their respectively attaining the said Age or Ages, or on her or their Day or Days of Marriage, which should first happen, and to be paid to him or them respectively on or at the same Ages, Days, or Times if the same should happen after the Decease of the said *Richard Earl of Glengall*, but if the same should happen in his Lifetime, then immediately after his Decease, with Benefit of Accruer as to the Shares of such of them as should die before their respective Shares should vest; and upon further Trust that the said *John Freemantle* and *William Tooke*, and the Survivor of them, his Executors, Administrators, and Assigns, should, after the Decease of the said *Richard Earl of Glengall*, by and out of the Rents, Issues, and Profits of the said Manors and other Hereditaments comprised in the said Term of Five hundred Years, or any Part or Parts thereof, levy and raise, for the Maintenance and Education of the Child or Children for the Time being of the said *Richard Earl of Glengall* by the said *Margaret Lauretta Mellish* for

for whom a Portion or Portions was or were intended to be thereby provided as aforesaid, in the meantime and until his, her, or their Portion or Portions should become payable, such yearly Sum or Sums of Money as should be equal to the Interest of the expectant Portion or Portions intended to be thereby provided for such Child or Children respectively, after the Rate of Six Pounds by the Hundred by the Year: And whereas the said Marriage between the said *Richard* Earl of *Glengall* and *Margaret Laurretta Mellish* was duly had and solemnized, and there is Issue thereof Two Children, namely, *Lady Margaret Butler* and *Lady Matilda Butler*, both Minors under the Age of Twenty-one Years, that is to say, the *Lady Margaret* of the Age of Twelve and the *Lady Matilda* Eleven Years, and there is no Issue Male of the said Marriage, nor hath there been any Issue thereof during the past Ten Years: And whereas no Sale was made pursuant to the said Decree of the Seventh Day of *March* One thousand eight hundred and ten, and the said Sums of Fifty-one thousand Pounds and Two thousand three hundred and sixty-five Pounds Sterling, and the Sum of Eight thousand Pounds Three Pounds *per Cent.* Consolidated Bank Annuities, were some Time since assigned and transferred to *Edward Goldsmid*, *George Carr Glynn*, *George Robert Smith*, and *Oswald Smith*, Esquires: And whereas the several Sums due and owing and charged or chargeable on the said Estates on foot of the said recited Mortgages and other Debts of the said *James Baron Cahir*, of Legacies given by his Will, and for the Portions of the younger Children of the said *Richard* Earl of *Glengall* deceased, and on foot of the Sums so appointed by the said *Richard* Earl of *Glengall* deceased and the said *Richard* present Earl of *Glengall*, in pursuance of the Powers in them vested, are calculated to amount in the whole to the Sum of One hundred and six thousand eight hundred Pounds Sterling, or thereabouts: And whereas by Indenture dated the Thirty-first Day of *August* in the Year of our Lord One thousand eight hundred and twenty-five, and made between the said *Richard* Earl of *Glengall* of the First Part, *Richard James*, then of *Kensington* in the County of *Middlesex*, Gentleman, but since deceased, of the Second Part, and *Samuel Weld* Gentleman of the Third Part, in consideration of Two thousand nine hundred and ninety-nine Pounds paid to the said *Richard* Earl of *Glengall* by the said *Richard James*, the said *Richard* Earl of *Glengall*, in pursuance of all Powers in that Behalf enabling him, did direct, limit, and appoint, and also grant and confirm to him the said *Richard James*, his Executors, Administrators, and Assigns, for and during the Term of One hundred Years, if the said *Richard* Earl of *Glengall* should so long live, One Annuity or clear yearly Rent-charge of Two hundred and ninety-three Pounds Eleven Shillings Sterling, to be issuing and payable out of and from and to be charged and chargeable upon all the said Manors, Castles, Towns, yearly Rents, Messuages, Lands, Tithes, Tenements, and Hereditaments herein-before described, but which Annuity or Rent-charge is redeemable upon the Terms in the Indenture mentioned, and such Power of Distress and other Powers for securing the same are given as in the said Indenture contained; and by the said Indenture the said Manors, Towns, Lands, Tenements, Tithes, Hereditaments, and Premises were demised by the said *Richard* Earl of

Indenture,
dated 31st
August 1825.

[Private.]

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Glengall

Glengall to the said *Samuel Weld*, his Executors, Administrators, and Assigns, for the Term of Two hundred Years, upon certain Trusts in the said Indenture mentioned for better securing the said Annuity: And whereas the said Annuity is further secured by a Judgment entered up in the Court of Queen's Bench in *Ireland* against the said *Richard Earl of Glengall* at the Suit of the said *Richard James* as of *Easter Term* One thousand eight hundred and twenty-six, for the Sum of Six thousand Pounds Debt, besides One Pound Seventeen Shillings and Two-pence Costs: And whereas the said Annuity or yearly Rent-charge was by the said *Richard Earl of Glengall* confirmed unto the said *Richard James* by means of an Indenture dated the Twenty-ninth Day of *July* One thousand eight hundred and forty-three, and by another Indenture of the said last-mentioned Date *John Chaytor* Gentleman was by the said Earl appointed Receiver of the said Hereditaments for securing Payment of the said Annuity: And whereas the said Annuity or yearly Rent-charge of Two hundred and ninety-three pounds Eleven Shillings so granted to the said *Richard James* as aforesaid is now vested in *Robert James*, No. 17, *Store Street, Bedford Square*, in the County of *Middlesex*, Wine Merchant, and *John Spittall Miller* of *Watling Street* in the City of *London*, Warehouseman, as Executors of the said *Richard James* deceased, and there are considerable Arrears owing in respect of the same: And whereas the said *Robert James* and *John Spittall Miller*, as such Executors as aforesaid, are Annuitants and Incumbrancers against the said Estate in respect of the said Annuity or yearly Rent-charge so granted to the said *Richard James* as aforesaid, and they are Creditors and Incumbrancers against the said Estate in respect of the Arrears of the said Annuity: And whereas by an Indenture bearing Date the Thirty-first Day of *August* One thousand eight hundred and twenty-five, and made between the said Earl of *Glengall* of the First Part, *Alexander Fraser*, and *Henry Hugh Fraser*, in the said Indenture described as *Henry Fraser*, of the Second Part, and *Samuel Weld* of the Third Part, in consideration of the Sum of Two thousand nine hundred and ninety-nine Pounds paid to the said Earl by the said *Alexander Fraser* and *Henry Hugh Fraser*, the said Earl, pursuant to and in exercise of every or any Power enabling him in that Behalf, appointed and also granted to the said *Alexander Fraser* and *Henry Hugh Fraser*, and their Executors, Administrators, and Assigns, One Annuity or clear yearly Rent-charge of Two hundred and ninety-three Pounds Eleven Shillings in *English* Currency, during the Life of the said Earl, to be issuing and payable out of and from the said Manors, Castles, Towns, yearly Rents, Messuages, Lands, Tithes, Tenements, Hereditaments, and Premises before mentioned, with Power for the said Earl to re-purchase or redeem the said Annuity, upon the Terms in the said Indenture mentioned, and with Power for the said *Alexander Fraser* and *Henry Hugh Fraser*, and their Executors, Administrators, and Assigns, when and so often as the said Annuity should be in arrear, to enter upon the said Hereditaments and Premises, and distrain thereon for the said Annuity and all Arrears thereof, and also to receive the said Rents and Profits of the said Hereditaments and Premises, until the said Annuity and all Arrears thereof, and the Costs, Charges, and Expenses incurred in or about any such Entry
or

Indenture
dated 31st
August
1825.

or Distress, or Perception of Rents and Profits, or in recovering the said Annuity and all Arrears thereof, should be fully paid and satisfied; and by the said Indenture the said Manors, Lands, Hereditaments, and Premises out of which the said Annuity was granted were demised by the said Earl to the said *Samuel Weld*, his Executors, Administrators, and Assigns, for the Term of Two hundred Years, if the said Earl should so long live, upon certain Trusts, authorizing the said *Samuel Weld*, or his Executors, Administrators, or Assigns, to sell or mortgage the said Hereditaments and Premises for the Purpose of raising Money for the Purpose of paying the said Annuity and the Arrears thereof, and the Costs in the said Indenture mentioned: And whereas by another Indenture, bearing Date the said Thirty-first Day of *August* One thousand eight hundred and twenty-five, and made between the said Earl of the First Part, the said *Alexander Fraser* and *Henry Hugh Fraser* of the Second Part, and *Nicholas Chaytor* of the Third Part, the said *Nicholas Chaytor* was appointed Receiver of the Rents and Profits of the said Hereditaments and Premises, in order for better securing the due and punctual Payment of the said Annuity, with Powers to pay and keep down the said Annuity out of the said Rents and Profits; and the said Earl covenanted that in the event of the Death of the said *Nicholas Chaytor*, or of his ceasing to be such Receiver, such other Person should be appointed Receiver over the said Hereditaments and Premises as the said *Alexander Fraser* and *Henry Hugh Fraser*, or their Executors, Administrators, or Assigns, should appoint: And whereas the Payment of the said Annuity was further secured by a Bond bearing even Date with the said Indenture, under the Hand and Seal of the said Earl, and by a Judgment for the Sum of Six thousand Pounds entered up against the said Earl at the Suit of the said *Alexander Fraser* and *Henry Hugh Fraser* in Her Majesty's Court of Queen's Bench in *Ireland*, and a Judgment for the like Sum in Her Majesty's Court of Common Pleas at *Westminster* in *England*: And whereas the said Annuity, and the Benefit of the said Securities for the same, was and were some Time since assigned to and is and are now vested in *Thomas Bailey Illidge* and *John Betts Illidge* and the said *Henry Hugh Fraser*, in trust for and for the Benefit of the said *Alexander Fraser* and his Wife and Children, pursuant to a certain Indenture bearing Date the Thirteenth Day of *June* One thousand eight hundred and thirty-eight, being the Settlement made upon the Marriage of the said *Alexander Fraser* and his said Wife: And whereas the said *Alexander Fraser*, with other Parties then interested in the said Annuity and the Securities for the same, on or about the Fourteenth Day of *January* One thousand eight hundred and forty-two exhibited their Bill of Complaint in Her Majesty's said Court of Chancery in *Ireland* against the said Earl and the said *Samuel Weld*, praying, upon the Grounds therein alleged, that a Receiver might be appointed over the said Hereditaments and Premises in the Place of the said *Nicholas Chaytor*, who was then dead, and for further Relief, and various Proceedings have been had in such Suit, and the same is still in course of Prosecution: And whereas the said Earl on or about the Seventeenth Day of *June* One thousand eight hundred and forty-two exhibited his Bill of Complaint in Her Majesty's High Court of Chancery in *England*, praying, upon certain

Indenture,
dated 31st
August 1825.

Grounds

Grounds therein stated, that the said Indentures, bearing Date the Thirty-first Day of *August* One thousand eight hundred and twenty-five, and the other Securities for the said Annuity might be delivered up to be cancelled, and for other Relief, and such Bill was afterwards, by a Decree or Order of the said Court, dismissed, with Costs, to be paid by the said Earl: And whereas the Costs so directed to be paid by the said Earl have not been paid, and there is now due to the Parties interested in the said Annuity a considerable Sum of Money for Arrears of the said Annuity, and for Costs, Charges, and Expenses incurred by them in the said Suits, and otherwise in enforcing and endeavouring to recover Payment of the said Annuity, and in protecting and enforcing their Rights thereto against the said Earl: And whereas the said *Richard* Earl of *Glengall*, since the Time of his Accession to the said Title and Estates, hath paid out of his proper Monies One thousand and fifty Pounds, Part of the Sum reported due as aforesaid to the Representatives of the said *Daniel Macnamara*, and the said Sums of Seven hundred and five Pounds and One hundred and thirteen Pounds Fifteen Shillings, reported due to the said *Samuel Lee*, and also the said Sum of One hundred and thirteen Pounds Fifteen Shillings, reported due to the said *William Goodchild*, and Eight thousand Pounds Costs incurred in the said Cause of *Wegg v. Baron Cahir* and others, all the said Sums making together the Sum of Nine thousand nine hundred and eighty-two Pounds Ten Shillings Sterling, and being a Sum properly due and owing upon the Freehold and Inheritance of the said Estates: And whereas at the Time of the Accession of the said *Richard* Earl of *Glengall* to the said Estates in *Ireland* the Houses and Buildings of the Town of *Cahir* (a Part of the said Estates) were on Lease for the Residue of long Terms of Years then unexpired, which said Leases for the most part expired in or about the Year One thousand eight hundred and forty-three: And whereas upon the Expiration of the said Leases it was found that the Messuages and Buildings comprised therein had for the most part fallen into complete Decay and Ruin, so as to require entire rebuilding: And whereas the said Town of *Cahir* is the only Market Town on the said Estate of the said *Richard* Earl of *Glengall*, or within a Limit of Seven Miles of the same Town, and forms therefore a most important and valuable Feature in the said Estate, as well in respect of the Requirements of and Accommodation for the Tenants of the same Estate as for the whole District, and it was considered that if the Buildings and Improvements herein-after mentioned to have been made by the said *Richard* Earl of *Glengall* were so made the Value of the said Estate, particularly of the said Town, on the one hand, would be considerably increased, and, on the other hand, that if the said Town was permitted to remain in its then State the same would become deteriorated in Value and Importance, and the Tenants of the Estate be deprived of the Benefit of the nearest Market: And whereas the Income of the said *Richard* Earl of *Glengall*, after Payment of the Interest upon the said Mortgages and Charges upon the Fee Simple of the said Estates, and allowing reasonable Expenses for living in a Manner suitable to his Dignity and Position, was wholly insufficient to enable him thereout to make the necessary Rebuildings, Reinstatements, and Improvements herein mentioned or referred to, or at any rate the Expenses of such Improve-

Improvements could only have been defrayed out of such surplus Income in a long Course of Years, by reason whereof the Estate, and the Tenantry thereof, and others, would have been for a long Term, and probably for ever, deprived of the Advantages of such Improvements: And whereas with a view to such advantageous Improvements as herein are mentioned or referred to the said Earl of *Glengall*, in and previous to the Year One thousand eight hundred and forty-three, raised divers Principal Sums of Money, by granting redeemable Annuities for his Life, and laid out and applied the Monies so raised in or towards the Costs and Expenses of building and rebuilding Houses and other Buildings in the said Town of *Cahir*, in building Houses on divers other Parts of the said Estates, in building the Mills situate at *Castlegrace* in the said County of *Tipperary*, in building and constructing Market Houses and other Conveniences for holding Markets in the said Town of *Cahir*, in contributing towards the Expenses of building a Church and School-house for the said Town of *Cahir*, and in executing divers other Improvements on the said Estates: And whereas the Sums raised and expended by the said *Richard* Earl of *Glengall* in the Manner aforesaid, and for the Purposes herein-before particularly mentioned, amount to the Sum of Seventy-five thousand two hundred and forty Pounds: And whereas the said Improvements and Works herein-before mentioned to have been made by the said *Richard* Earl of *Glengall* are permanent Improvements to the said Estate, and exceed in the Nature and Quality thereof, and in the Expense for the same, any Improvements which the said *Richard* Earl of *Glengall*, as Tenant for Life without Impeachment of Waste (which Exemption he is entitled to under the said recited Settlement of the Tenth Day of *June* One thousand eight hundred and fifteen), could be reasonably expected to incur and make out of the surplus Rents and Profits of the Estate, after such Deductions as aforesaid: And whereas the said Earl of *Glengall* was of the Age of Fifty Years at the Time the said Improvements were commenced, and could not reasonably hope, in his Lifetime, to be reimbursed the Expenses and Outlay incurred therein: And whereas several of the Creditors having Charges and Liens upon the said Estates have lately proceeded upon foot of the said Demands, and have adopted or are proceeding to adopt most expensive Proceedings for Recovery thereof: And whereas such Proceedings, if permitted to continue, will result in the absolute Ruin of the said Estates: And whereas it is desirable that Powers should be obtained to raise, by Sale or Mortgage of a sufficient Portion thereof, a sufficient Sum of Money to discharge the Incumbrances now affecting the same, except the Charges appointed by the said Deed of the Nineteenth Day of *February* One thousand eight hundred and thirty-four for the younger Sons and Daughters and the Wife of the said *Richard* Earl of *Glengall*: And whereas it is also just and reasonable, under the Circumstances herein-before mentioned, that Powers should be obtained to charge upon the Fee Simple and Inheritance of the said Estates, and to authorize the raising in manner aforesaid, but subject to the Provisions and Restrictions in this Act contained, the Amount of the Money so raised and expended by the said *Richard* Earl of *Glengall* in such Improvements as aforesaid: And whereas the said

[Private.]

Indenture, dated 10th December 1847, for vesting the Estates in Trustees, to raise, by Sale or Mortgage, a Sum not exceeding 200,000*l.*

Estates now produce an annual Income of Nineteen thousand eight hundred and forty-one Pounds Nine Shillings and Nine-pence Sterling, which will be increased by the Fall of Leases now and likely to expire within short Periods to the Sum of Twenty-three thousand Pounds yearly or thereabouts, and it is expedient that the same should be vested in Trustees, upon trust by the Means aforesaid to raise a sufficient Sum, not exceeding that of Two hundred thousand Pounds, to pay off, redeem, and extinguish the said Debts, Charges, and Incumbrances so affecting the same: And whereas the Residue of the said Estates are amply sufficient to satisfy all Claims of the said *Margaret Lauretta* Countess of *Glengall* under the said Deed of the Nineteenth Day of *February* One thousand eight hundred and thirty-four, as also the Sums provided by the said Deed for the Daughter or Daughters, younger Son or Sons of said Marriage: And whereas the said *Margaret Lauretta* Countess of *Glengall*, in order to facilitate the proposed Arrangement, hath consented that such of the said Hereditaments as shall be sold as aforesaid shall be released from her said Jointure Rent-charges, or such of them as shall become payable, and that with respect to such of the same Hereditaments as shall be mortgaged for the Purposes aforesaid the Securities and Powers to be given to the respective Mortgagees shall have Priority over the said Jointure Rent-charges: And whereas by an Indenture bearing Date the Tenth Day of *December* One thousand eight hundred and forty-seven, and made or purporting to be made between the said *Richard* Earl of *Glengall* and *Margaret Lauretta* Countess of *Glengall* his Wife, of the one Part, and *Richard Pennefather* of *Knockeevan* and *Joseph Cooke* of *Cardangan*, both in the County of *Tipperary*, Esquires, of the other Part, all and singular the said Manors, Castles, Towns, Lands, Tenements, Hereditaments, and Premises situate in the Counties of *Tipperary* and *Waterford* are expressed to be granted and appointed by the said *Richard* Earl of *Glengall*, and to be released by the said *Margaret Lauretta* Countess of *Glengall*, unto the said *Richard Pennefather* and *Joseph Cooke*, and the Survivor of them, his Heirs and Assigns, (in their actual Possession as therein mentioned,) upon trust that they the said *Richard Pennefather* and *Joseph Cooke*, and the Survivor of them, and his Heirs, shall with all convenient Speed, by Sale or Mortgage of all the said Manors, Castles, Towns, Lands, and Hereditaments, or a competent Part thereof, raise and levy any Sum or Sums of Money, not exceeding in the whole the Sum of Two hundred thousand Pounds, with Interest, in case same shall be raised by Mortgage at a Rate not exceeding Six Pounds *per Cent. per Annum*, for the Purpose of paying off, discharging, and for ever extinguishing all and every the Debts so as aforesaid now affecting the said several Estates, and, subject to the said Trusts, to hold the said Manors, Castles, Lands, Premises, Tenements, and Hereditaments unto the said *Richard Pennefather* and *Joseph Cooke*, and the Survivor of them, and his Heirs, upon trust to the Use of the said *Richard* Earl of *Glengall* and his Assigns, for and during the Term of his natural Life, with Remainder to the said Trustees to preserve contingent Remainders, and from and after the Decease of the said *Richard* Earl of *Glengall*, in case the said *Margaret Lauretta* Countess of *Glengall* should survive him, and that there should be no Issue
Male

Male of the said *Richard* Earl of *Glengall* and the said *Margaret* his Wife, upon trust to pay unto or to permit and suffer and legally authorize and empower the said *Margaret Laurretta* Countess of *Glengall* to have, receive, and take out of the Rents and Profits of the said Lands and Premises, for her own sole and separate Use, notwithstanding any future Coverture, and upon her own sole and separate Receipt, One Annuity, yearly Rent-charge, or Sum of Three thousand two hundred Pounds Sterling, as and for her Jointure, and in full of all Dower or Thirds at Common Law, to which the said *Margaret Laurretta* Countess of *Glengall* should or might be entitled unto, or out of the Estates, Real and Personal, of the said *Richard* Earl of *Glengall* her Husband, the same to be payable unto the said *Margaret Laurretta* Countess of *Glengall* by Two half-yearly Payments on every First Day of *January* and First Day of *July* in every Year during the Term of her natural Life, the first Payment thereof to be made on such of said Gale Days as should first happen after the Decease of the said *Richard* Earl of *Glengall*, in case she should survive him; and in case there should be Issue Male of the said *Richard* Earl of *Glengall* living at the Time of his Decease, and that the said *Margaret Laurretta* Countess of *Glengall* should survive him, then upon trust that the said *Richard Pennefather* and *Joseph Cooke* should pay over unto or permit and suffer or legally authorize and empower the said *Margaret Laurretta* Countess of *Glengall*, and her Assigns, during her Life, to receive and take, out of the Rents, Issues, and Profits aforesaid, One Annuity yearly Rent-charge of One thousand two hundred Pounds Sterling, in lieu of said Annuity of Three thousand two hundred Pounds, on the said Days and Times and in like Manner as therein-before provided in respect of the said Annuity of Three thousand two hundred Pounds; and, subject thereto, upon further Trust that the said *Richard Pennefather* and *Joseph Cooke*, and the Survivor of them, and his Heirs, should, in case the said *Richard* Earl of *Glengall* and *Margaret Laurretta* his Wife, at the Time of the Decease of the said Earl of *Glengall*, or born in due Time after his Death, have One or more Child or Children, other than an eldest or only Son, levy and raise, by Demise, Sale, or Mortgage of the said Manors, Castles, Towns, Lands, Hereditaments, and Premises, or such Portions thereof as should remain after the Performance of the Trusts aforesaid, the Sum of Twenty thousand Pounds, as and for the Portion and Portions of such Child or Children respectively, the same to be paid and payable on such Days and Times, in such Manner, and at such Rate of Interest, not exceeding Six Pounds *per Cent. per Annum*, as the said *Richard* Earl of *Glengall* should by any Deed in his Lifetime, or by his last Will and Testament, direct, limit, and appoint; and for Want of such Appointment, then the said Sum to be equally divided between said Children, Share and Share alike, the same in such Case to be payable to such Child or Children, if a younger Son or younger Sons, on their or his attaining the Ages of Twenty-one Years, and if a Daughter or Daughters upon their attaining said Age or Days of Marriage; with Power to the said Trustees during the Minority of such Child or Children to levy and raise, out of the Rents, Issues, and Profits of said Lands and Premises, any Sum or Sums of Money not exceeding the annual Interest at the Rate aforesaid of his, her, or their respective Portions, as and for his, her, or their Maintenance, Education, and Support;

Support; and, subject thereto, upon trust to the Use of the First and every other Son and Sons of the said *Richard* Earl of *Glengall*, lawfully begotten, and the Heirs Male of such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body always to be preferred and to take before the younger, severally, successively, and in remainder as they should be in Seniority of Age and Priority of Birth; and for default of such Issue, subject to the Powers therein-after reserved, unto the said *Richard* Earl of *Glengall*, upon trust to the Use of the said Lady *Margaret Butler* and Lady *Matilda Butler*, for such Estate and Estates, and in such Shares, Parts, and Proportions, as the said *Richard* Earl of *Glengall* shall, by any Deed in his Lifetime, or by his last Will and Testament, executed and attested in the Presence of Two or more credible Witnesses, direct, limit, and appoint; and for Want of such Appointment, upon trust to the Use of the said Lady *Margaret Butler* and Lady *Matilda Butler*, and their Assigns, for and during the Term of their natural Lives, to have, receive, and take the Rents, Issues, and Profits thereof, as Tenants in Common, and not as Joint Tenants; with Remainder to the said Trustees to preserve contingent Remainders; and from and after the Decease of the said Lady *Margaret Butler*, upon trust, as to One undivided Moiety thereof, to the Use of the First Son of the Body of the said Lady *Margaret Butler* by any Husband she shall marry lawfully begotten, and the Heirs Male of the Body of such Son lawfully issuing; and for default of such Issue to the Use of the Second, Third, Fourth, and every Son and Sons of the said Lady *Margaret Butler* lawfully begotten, and the Heirs Male of their Body and Bodies lawfully issuing, the elder of such Sons and the Heirs Male of his Body always to be preferred and to take before the younger; and as to the said One other undivided Moiety of the said Estates, subject as aforesaid, to the Use of the First Son of the said Lady *Matilda Butler* by any Husband she may marry, and the Heirs Male of such First Son lawfully issuing; and for default of such Issue to the Use of the Second, Third, Fourth, and every other Son and Sons of the said Lady *Matilda Butler* lawfully begotten, severally, successively, and in remainder as they should be in Seniority of Age and Priority of Birth, the elder of such Sons and the Heirs Male of his Body always to be preferred and to take before the younger; and for default of such Issue then to the right Heirs of the said *Richard* Earl of *Glengall* for ever; and Power is by said Deed given unto the said *Richard* Earl of *Glengall*, in case he shall have no Male Issue, to charge and encumber the said Lands and Premises by any Deed in his Lifetime, or by his last Will and Testament, executed and attested by Two or more credible Witnesses, with any Sum not exceeding that of Five thousand Pounds, with Interest for the same at any Rate not exceeding Six Pounds *per Cent.*, for such Purpose as he shall think fit, as by said Deed will appear: And whereas the beneficial Objects and Purposes aforesaid cannot be effected without the Authority of Parliament; and in order to save a Multiplicity of Suits, and the Costs and Expenses attendant thereon, it is desirable that the said Objects and Purposes should be carried into execution: Therefore Your Majesty's most dutiful and loyal Subject the said *Richard* Earl of *Glengall* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and

Consent

Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act all and singular the Manors, Castles, Towns, Lands, Tenements, Hereditaments, and Premises herein-after particularly described, and all the Rights, Members, and Appurtenances, Royalties, Privileges, Advantages, and Easements thereunto belonging or in anywise appertaining, that is to say, all that and those the Manor of *Cahir*, the Manor of *Castlegrace*, the Manor of *Knockgraffon*, the Town and Lands of *Bunrora*, *Ballybynona*, *Ballinagiery* otherwise *Ballingeary*, *Ballyknockane*, *Bohernagore East*, *Bohernagore West*, *Ballygeary*, *Ballylegan*, *Ballyhurrow*, *Brokarts*, *Bonly Kennedy*, *Ballytrehy* otherwise *Ballytrihy*, *Cahir Castle*, *Castlegrace*, *Carrigeen*, *Upper Clonmore*, *Lower or Under Clonmore*, *Closecalane* otherwise *Clonscullane*, *Clostany*, *Clonmel*, *Cloculy*, *Croghta*, *Carraganroe* otherwise *Carraganeroe*, *Curraghclony* otherwise *Curraghaghley*, *Clogkeensfishoge* otherwise *Clogheensisoge*, *Curraghtown*, *Coolelomper*, *Carraganerese*, *Cloniley*, *Dromleman* otherwise *Dromolan*, *Doughhill* otherwise *Duhill*, *Ervaghta*, *Farranagark*, *Farrowvelly*, *Farronshonokee*, *Garronavilly* otherwise *Garranvelly* otherwise *Garnavilla*, *Garrownelly*, *Garrycloher*, *Old Graige*, *New Graige*, *Garrydusse*, *Garrymore*, *Gortnagark*, *Gilleslot*, *Gortnagellough* otherwise *Gortnagclough*, *Gortaclorish*, *Graige Corse* otherwise *Graige Course* otherwise *Old Graige Course*, *Glingarra* otherwise *Glyngarra*, *Gortgarry* otherwise *Gortgarra*, *Gurkeenadroughta*, *Knockgraffon*, *Kilcorran*, *Kilcommonmore*, *Kilcammamore*, *Kilcommonbeg* otherwise *Kilcommonabeg*, *Knockagh*, *Knockanedownshee* otherwise *Knockanedownsheene*, *Killenbutler*, *Killeenbutler* otherwise *Killeentubber*, *Kiltardemer* otherwise *Killardiner* otherwise *Killardamee*, *Knockanapottoge* otherwise *Knockanepottoge* otherwise *Knockaneputtoge Wood*, *Knockanepottoge Quarter*, *Kilroe* otherwise *Keilroe*, *Kilganny*, *Knockankanboy* otherwise *Knockancranboy*, *Killeage*, *Killoge*, *Knockkillardea*, *Knockillardy*, *Knockanbeg*, *Realia* otherwise *Realrue*, *Lisheenonaugh* otherwise *Lisheenonoe*, *Lisheenpower* otherwise *Lysheenpower*, *Loughloherty*, *Lisseva* otherwise *Liseva*, *Lysheenanaul*, *Lady Abbey*, *Lisheen Monadireen* otherwise *Monedireen*, *Monerahy*, *Monorovan*, *Moneroe*, *Moneclougher* otherwise *Monelougher*, *Newtownadam* otherwise *Newtownaddam*, *Neddins*, the Island of *Neddins*, *Little Neddins*, *Parkaderine* otherwise *Parkadderine* otherwise *Parkaderrine*, *Poulavalla*, *Rehill*, *Redmonstown*, *Ruthrodrugo*, *Rahane*, *Susson*, *Scart*, *Suirband*, and *Toherfineen*, and also a yearly Rent of Three Pounds Twelve Shillings and Nine-pence issuing out of Part of the Lands of *Carrigeem*, now or late in the Tenure or Occupation of *James Moore*, also a yearly Rent of Two Pounds Ten Shillings arising out of a Tenement in *Cahir*, now or late in the Tenure or Occupation of *John Byrne*, also a yearly Rent of Three Pounds issuing out of a Messuage or Tenement in *Cahir*, formerly in the Tenure or Occupation of *James Griffin*, and also a yearly Rent of Six Pounds Eighteen Shillings issuing out of a Tenement in the Town of *Cahir*, formerly in the Tenure or Occupation of the Reverend *Denis Lonergan*, all which said Manors, Castles, Towns, Lands, Messuages, Tenements, Hereditaments, and Premises, with their and every of their Appurtenances, are situate in the County of *Tipperary* aforesaid, and also all that and those the Town and Lands of *Derrinlara* otherwise *Derrinlane* otherwise

[Private.]

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Derrinlad,

The Estates vested in R. Pennefather and J. Cooke, their Heirs, &c. upon Trust, to raise, by Sale or Mortgage, a Sum not exceeding 200,000*l.*

Derrinlad, with the Appurtenances, situate, lying, and being in the County of *Waterford* aforesaid, and the Inheritance in Fee Simple in all the said Premises, shall from and immediately after the passing of this Act be well and sufficiently vested in and settled upon *Richard Pennefather* of *Knockeevan* in the County of *Tipperary* and *Joseph Cooke* of *Cardangan* in the said County of *Tipperary*, Esquires, their Heirs and Assigns, subject and without Prejudice to any such Mortgages, Annuities, or other Charges or Incumbrances charged upon either the Fee Simple and Inheritance of the said Hereditaments, or the Life Estate of the said *Richard* Earl of *Glengall* therein, as the same Manors, Lands, Hereditaments, and Premises, or any of them, or any Part or Parts thereof, are now subject or liable unto, and also subject and without Prejudice to any Powers, Rights, and Remedies which the Persons entitled to such Mortgages, Annuities, Charges, or Incumbrances respectively would or might have had or exercised if this Act had not been passed; nevertheless upon trust that they the said *Richard Pennefather* and *Joseph Cooke*, their Heirs or Assigns, or the Trustees or Trustee for the Time being of this Act, shall stand seised of and interested in the said Lands, Hereditaments, and Premises for and upon the several Uses, Trusts, Estates, and Purposes herein-after mentioned, expressed, and declared concerning the same; that is to say, in the first place, that the said *Richard Pennefather* and *Joseph Cooke*, or the Survivor of them, his Heirs and Assigns, or other the Trustees or Trustee for the Time being of this Act, do and shall, with all convenient Speed, by Sale or Mortgage of all and every the Manors, Lands, Tenements, Hereditaments, and Premises aforesaid, or a sufficient and competent Part thereof, levy and raise, by One or more Sale or Sales or by One or more Mortgage or Mortgages, or by both such Means, any Sum or Sums of Money not exceeding in the whole the Sum of One hundred and sixty-seven thousand two hundred and sixty Pounds, and also by the same Means, in the Events and under the Provisions herein-after contained, a further Sum of Thirty-two thousand seven hundred and forty Pounds, with Interest, as to all such Sums so authorized to be raised as may be raised, if by way of Mortgage, at a Rate not exceeding that of Six Pounds *per Cent. per Annum*, such Sums to be applied and disposed of in the Manner herein-after provided; yet nevertheless that no Money or Monies shall during the Life of the said *Richard* Earl of *Glengall* be raised or levied by Sale of the said Lands and Premises under the Powers aforesaid, without the Consent in Writing of the said *Richard* Earl of *Glengall*; and provided also, that no more of the said Manors, Lands, Hereditaments, and Premises shall be sold under the Powers of this Act than shall be unavoidably necessary for the Purposes aforesaid.

Court of Chancery in Ireland to direct an Account to be opened by the Accountant General, "Ex parte the Trustees of

II. And be it enacted, That after the passing of this Act it shall and may be lawful for the Court of Chancery in *Ireland*, and the said Court is hereby required, upon the Petition of the Trustees or Trustee of this Act for the Time being, by an Order in a summary Way, to direct that an Account shall be opened by the Accountant General of the said Court to the Credit following; that is to say, "*Ex parte* the Trustees of the Earl of *Glengall's* Estate;" and it shall and may be lawful for the said Accountant General and he is hereby required to receive, to the Credit of the said Account, all

Sum

Sum and Sums of Money which shall be raised in pursuance of this Act, and for the said Court of Chancery to make such Orders, from Time to Time, for the Regulation and keeping of the said Account, as to the said Court shall seem fit.

the Earl of Glengall's Estate."

III. And be it enacted, That the Mortgagee or Mortgagees, Purchaser or Purchasers, of all or any of the Manors, Towns, Lands, Tenements, Hereditaments, and Premises aforesaid shall pay into the Court, to the Credit aforesaid, the Amount of his, her, or their Mortgage or Purchase Money, and obtain from the said Accountant General his Receipt for the same, and such Receipt shall be a full and absolute Discharge to each such Mortgagee or Purchaser for such Sum or Sums of Money as shall be paid by him to the Credit aforesaid, and the Execution of such Mortgage or Conveyance by the said Trustees or Trustee for the Time being of this Act shall vest in such Mortgagee or Purchaser the Estate or Estates which shall be thereby granted free from all Incumbrances whatsoever (except as herein-after expressly excepted); and the said Purchaser or Purchasers, Mortgagee or Mortgagees, shall not be bound to look to the Application, Nonapplication, or Misapplication of the Money or Monies so paid by him or them in manner aforesaid, nor to inquire into the Necessity of any such Mortgage or Sale, nor to see that any Act, Deed, or Thing in and by this Act directed to be made, done, or executed previously to the raising of any Money by Sale or Mortgage (except the Payment of the Mortgage or Purchase Money to such Account as aforesaid) has been so made, done, or executed, and the Production by any Purchaser or Mortgagee under this Act of such Receipt or Receipts of the Accountant General shall be sufficient Evidence of the Payment into Court of the Amount of the Purchase or Mortgage Money in each Receipt or respective Receipts acknowledged to be received.

Mortgagees and Purchasers to pay Consideration Money into Court.

Receipt of the Accountant General to discharge Mortgagees and Purchasers.

IV. And be it enacted, That previous to any Sale or Sales to be made by the Trustees or Trustee for the Time being of this Act public Notice shall be given thereof by Advertisement once at least for Three successive Weeks in the *Dublin Gazette*, and also in Four of the Newspapers published in *Dublin* and circulated in the Counties where the said Estates are situate.

Previous to Sales being made Notice to be given.

V. And be it enacted, That the Purchaser or Purchasers of the said Estates shall pay into the Court of Chancery, within One Week from the Day of Sale, to the Credit of the Account aforesaid, such Sum or Sums of Money by way of Deposit as shall be fixed by or on behalf of the said Trustees or Trustee, not exceeding One Fourth of the Purchase Money, and shall also within One Calendar Month from such Sale pay in the Residue thereof to the Credit aforesaid, unless the said Court shall, upon the Application of such Purchaser, upon some reasonable Ground, at his Expense, extend the Periods aforesaid for the Payments thereof.

Regulations as to Payment of Purchase Monies into Court.

VI. And be it enacted, That if any Question shall arise between the Trustees or Trustee of this Act and any such Mortgagee or Purchaser as aforesaid, in reference to the Title of the said Manors, Towns, Lands, Tenements, and Hereditaments, or any of them, it shall

Questions as to Title to be referred by the Court to One of the Masters.

shall be lawful for the said Court of Chancery, by Order on Petition in a summary Way, to direct a Reference to One of the Masters of the said Court to report thereon, and the said Court shall make such Orders for confirming or varying such Report as to the said Court shall seem meet, and the said Court shall make such Order in respect of the Repayment of any Sum or Sums of Money deposited or paid to the Credit of the Matter aforesaid, and of the Costs and Expenses incurred by any of the Parties, as to it shall seem meet.

The Court to direct an Account of Priorities of Creditors to be taken.

VII. And be it enacted, That it shall be lawful for the Court of Chancery in *Ireland*, and the said Court is hereby required, upon the Application of the said Trustees or Trustee, which Application the said Trustees or Trustee are hereby required to make previously to the Payment out of Court of the Monies so to be paid into Court under the Provisions of this Act, by Petition in a summary Way, to refer it to One of the Masters in Ordinary of the said Court to take an Account of the several Mortgages, Annuities, and other Charges and Incumbrances to which the said Manors, Lands, Hereditaments, and Premises, or any of them, or any Part or Parts thereof, or any Estate or Interest therein, are or is now subject or liable, and of what is due for Principal and Interest, and for Costs, Charges, and Expenses, in respect of every such Mortgage and other Charge and Incumbrance, not being an Annuity Incumbrance, and to whom the same ought to be paid, and also of what is due or ought to be paid for Arrears of Annuity, and for the Redemption Price or Re-purchase Money of every Annuity or other Charge and Incumbrance in the Nature of an Annuity Incumbrance, and to whom the same is due or ought to be paid, and also to inquire into and report to the said Court the Priority, Rank, and Order in which every such Mortgage, Annuity, and other Charge and Incumbrance ought to be paid, and also to tax and ascertain the Costs, Charges, and Expenses of all Parties of and incidental to such Inquiries.

Court, upon Application of Trustees, &c., to direct Payment of Debts, &c.

VIII. And be it enacted, That it shall be lawful for the said Court of Chancery, subject to the Provisions herein-after contained, upon Application of the said Trustees or Trustee, or of any Person or Persons entitled to the respective Charges and Incumbrances, after the said Master shall have made his said Report, to direct that Payment shall be made out of the Monies to arise from the Mortgages or Sales under this Act of all or any Sum and Sums of Money which may be due and owing on the foot of the Mortgages, Annuities, and other Charges and Incumbrances affecting the said Manors, Towns, Lands, Hereditaments, and Premises as aforesaid, and of all Costs properly payable to the Persons entitled to such Mortgages, Annuities, Charges, and Incumbrances, and also the Re-purchase Monies for all Annuities then subsisting, and which the said Trustees or Trustee for the Time being shall think it desirable to re-purchase, according to their respective Priorities, as the same shall be determined as aforesaid: Provided always, that the Sums of Money so to be applied shall not exceed the Sum of One hundred and ninety-two thousand Pounds; and provided nevertheless, that the said Sum of Nine thousand nine hundred and eighty-two Pounds Ten Shillings paid by the said *Richard Earl of Glengall* out of his proper Monies, and so recited to be properly due and owing upon the Freehold and Inheritance

Inheritance of the said Estates, shall not be paid to the said *Richard Earl of Glengall* or his Assigns until the Sums so found due and owing on foot or in respect of the several Annuities, Judgments, and Incumbrances granted and confessed by the said *Richard Earl of Glengall*, and chargeable upon his said Estates, and hereby directed to be paid, have been paid or satisfied: Provided always, that out of the Monies so to be raised as aforesaid the said Court shall, prior to all other Purposes, from Time to Time direct Payment unto the Trustees or Trustee for the Time being of this Act of all Costs, Charges, and Expenses which they or either of them shall or may be at, put unto, or sustain in the Execution of any of the Powers or Trusts aforesaid, and shall also direct Payment thereof of all Costs and Expenses of preparing, applying for, and obtaining this Act, or in any way incident thereto.

As to Payment of Expenses of this Act.

IX. And be it enacted, That the several Mortgagees, Annuitants, and Incumbrancers on the said Estates shall, in respect of the Monies arising from the said Sales or Mortgages, and in respect of such of the said Estates as shall not be sold, and in respect of such Parts of the said Estates as shall not be mortgaged, and in respect of such Parts thereof as shall be mortgaged, but subject to the Mortgages to be made by virtue of this Act, stand and be in the same Positions and have and enjoy the same Rights as if this Act had not been passed, and as if the said Hereditaments had not been sold or mortgaged, the said Monies being for this Purpose considered as Land, and the Provisions herein contained shall not, except for the Purpose of raising the said Sum of Two hundred thousand Pounds for the Purposes and in manner and subject aforesaid, alter or vary the Rights of any of the said Creditors, or afford them, or deprive them of any Estate, Security, Right, or Interest which they respectively would have enjoyed if this Act had not been passed.

Incumbrances upon the Estates to be Charges to the same Extent upon the Monies to be produced by Sale or Mortgage.

X. And be it enacted, That the said Trustees or Trustee for the Time being of this Act shall (subject nevertheless and without Prejudice to any such Mortgages, Annuities, or other Charges or Incumbrances as the same Manors, Lands, Hereditaments, and Premises, or any of them, or any Part or Parts thereof, are now subject or liable unto,) pay, apply, and dispose of the Rents, Issues, and Profits of the same Manors, Lands, and Hereditaments for the Purposes and in the Manner herein-after mentioned or referred to of and concerning the same; (that is to say,) upon trust with and out of the same (after deducting all necessary Outgoings in respect of the same Premises, and the Costs, Charges, and Expenses which shall from Time to Time be incurred in carrying the Trusts of this Act herein-after mentioned into execution, and which they or he are hereby authorized to allow, pay, or retain, as the Case may be,) to pay and keep down the Interest which may from Time to Time accrue due in respect of any Mortgage or Mortgages under the Powers of this Act, at the Rate and at the Time in such Mortgage or respective Mortgages to be provided; and, after Payment of the same, in trust out of the said annual Rents and Profits from Time to Time and at all Times hereafter to keep the Houses and Buildings in the Town of

Trustees (without Prejudice to existing Incumbrances) to keep down the Interest of any Mortgages under this Act.

[Private.]

Cahir, and the said Mills and other the Houses and Buildings so as aforesaid built and erected by the said Earl of *Glengall*, and other the Improvements herein-before mentioned to be made by him, in good and sufficient Repair and Condition.

42,500*l.*
(Part of the
75,240*l.* ex-
pended by
the Earl of
Glengall) to
be a Charge
upon the
Estates.

XI. And be it enacted, That, subject and without Prejudice to any such Mortgages, Annuities, or other Charges or Incumbrances as the same Manors, Towns, Lands, Hereditaments, and Premises are now subject or liable unto, the Sum of Forty-two thousand five hundred Pounds, Part of the said Sum of Seventy-five thousand two hundred and forty Pounds so expended by the said *Richard* Earl of *Glengall* as aforesaid (and which said Sum of Forty-two thousand five hundred Pounds is Part of the said Sum of One hundred and sixty-seven thousand two hundred and sixty Pounds herein-before authorized to be raised in the Manner aforesaid), with Interest for the same not exceeding Six Pounds *per Cent. per Annum*, shall from and immediately after the passing of this Act be and be considered as actually raised for the Benefit of the said *Richard* Earl of *Glengall*, his Executors, Administrators, and Assigns, upon the Fee Simple and Inheritance of and in the said Manors, Towns, Lands, Tenements, and Hereditaments, subject nevertheless to the Provisions herein-after contained for Repayment of the same Sum, and the Interest thereof: Provided always, that the said Sum of Forty-two thousand five hundred Pounds shall when raised be applied in the same Manner as the Monies to be raised by Sale or Mortgage under this Act are hereby directed to be applied, save that so much of the said Sum of Forty-two thousand five hundred Pounds as shall be necessary shall be applied in the first instance in the Payment of any Sum of Money which ought to be and may not have been set apart by the Trustees or Trustee of this Act for the Repayment of the said Sum of Forty-two thousand five hundred Pounds, in pursuance of the Provisions of this Act.

Earl of *Glengall* not to have any Claim on the Estates in respect of planting, &c.

XII. And be it enacted, That the said Earl of *Glengall*, his Executors or Administrators, shall not have any Lien or Claim on the said Manors, Lands, and Hereditaments for or in respect of any planting, draining, or other Improvements made or done by the said Earl of *Glengall* upon the same or any Part thereof, any Law or Statute to the contrary notwithstanding.

As to a Sinking and Indemnity Fund for Payment of 42,500*l.*, Part of said Sum of 200,000*l.* authorized by this Act to be raised.

XIII. And be it enacted, That in order to provide for the Repayment of the said Principal Sum of Forty-two thousand five hundred Pounds (Part of the said Sum of One hundred and sixty-seven thousand two hundred and sixty Pounds, such Sum being authorized to be raised in respect of Seventy-five thousand two hundred and forty Pounds expended by the said *Richard* Earl of *Glengall*, and which the said Trustees or Trustee of this Act are authorized and empowered to raise by Mortgage or Sale, as herein-before provided,) it shall be lawful for the Trustees or Trustee of this Act for the Time being and they are hereby directed, with and out of the Rents, Issues, and Profits of the said Manors, Towns, Lands, Tenements, and Hereditaments, or such of them as shall remain unsold, and after the Payment of all Costs, Charges, and Expenses lastly herein-before mentioned,

mentioned, and of the Interest of any Mortgage created under the Provisions of this Act, to set apart at the End of the First Year, to be computed from the passing of this Act, and at the End of the Second and every succeeding Year, such a Sum or Sums as shall be equal to One Twenty-fifth Part of the said Sum of Forty-two thousand five hundred Pounds so charged as aforesaid, such Sum or Sums to be laid out and invested by the said Trustees or Trustee for the Time being in the Public Stocks or Funds, and the Dividends, Interest, and annual Proceeds thereof to be accumulated in the Way of Compound Interest, as such Sinking or Indemnity Fund, as the Case may be, as herein-after is mentioned, of and concerning the same respectively, (that is to say,) as to so much and such Part thereof (if any) as shall have been accumulated in respect of Money raised by Mortgage, as a Sinking Fund, for the Payment of the said Principal Sum or Sums of Money: Provided always, that when and so soon as the Principal Sum of Forty-two thousand five hundred Pounds, or such Part thereof as may be raised on Mortgage, shall have been raised by such Accumulation as last aforesaid, in pursuance of the Powers herein contained, the Sum so raised shall be applied in Payment and Discharge of the said Principal Sum or Sums of Money; and as to so much and such Part thereof (if any) as shall have been accumulated in respect of any Money produced by Sale, the said Trustees or Trustee for the Time being shall stand and be possessed of and interested in the same, and the Interest, Dividends, and annual Produce thereof, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as, allowing for the Nature of the Property, will be best or nearest correspond with the Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Agreements, and Declarations for the Time being subsisting and capable of taking effect under or by virtue of the said recited Indenture of the Tenth Day of *June* One thousand eight hundred and fifteen, and the Recovery suffered in pursuance thereof, and any Deed or Instrument executed in pursuance of the Powers therein contained of and concerning the said Manors, Towns, Lands, and Hereditaments so settled as aforesaid, or which would have been so subsisting and capable of taking effect in case no Sale of the said Hereditaments had been made, but not so as to double or increase any annual or Principal Sums or Interest by the same Indentures or either of them charged or authorized to be charged; and it shall be lawful for the said Trustees or Trustee for the Time being, if they shall think fit, to agree with any Mortgagee or Mortgagees, under the Powers of this Act, for the Repayment by Instalments of the whole or any Part of the said Sum of Forty-two thousand five hundred Pounds which may have been advanced on Mortgage, and he and they, the said Trustees or Trustee for the Time being, may apply the Sum or Sums which may have been so for the Time being accumulated accordingly.

XIV. And be it enacted, That in order to provide for the raising and Repayment of the Sum of Thirty-two thousand seven hundred and forty Pounds, the remaining Part of the said Sum of Seventy-five thousand two hundred and forty Pounds, in case the said *Richard Earl of Glengall* shall have any Son or remoter-Issue who under the

Limitations

As to raising and Repayment of 32,740*l.*, (remaining Part of said 75,240*l.*) by

Insurances
and Accumu-
lation of
Rents and
Profits.

Limitations in the said recited Indenture of the Tenth Day of *June* One thousand eight hundred and fifteen contained shall become entitled to an Estate in Tail Male of and in the said Manors, Towns, Lands, and Hereditaments settled by or by virtue of the same Indenture, and the Recovery suffered in pursuance thereof, it shall be lawful for the said Court of Chancery, upon the Application by Petition, in a summary Way or otherwise, by or on behalf of the said Trustees or Trustee for the Time being of this Act, to authorize or direct the raising of the same Sum of Thirty-two thousand seven hundred and forty Pounds, or the Part thereof which it may be for the Time being desired should be raised, by Mortgage or Sale of the said Hereditaments or any of them, in the Manner herein-before authorized of and concerning the other Part of the said Sum of Two hundred thousand Pounds, and if by Mortgage, with Interest not exceeding the Rate of Six Pounds *per Cent. per Annum*; provided nevertheless, that previously to the making any Order by the said Court for the raising of the said Sum, or the Part thereof for the Time being proposed to be raised, the said Trustees or Trustee for the Time being shall, and they or he, as the Case may be, are and is hereby directed to effect, in the Names or Name of the said Trustees or Trustee for the Time being, or in such other Name or Names as may be most convenient, in some or One of the Offices for the Assurance of Lives in *London, Westminster, Dublin, or Edinburgh*, a Policy or Policies of Assurance, by which the said full Sum of Thirty-two thousand seven hundred and forty Pounds, or the Part thereof which shall for the Time being be proposed to be borrowed or raised by Sale, or Sums amounting in the aggregate to the said Sum of Thirty-two thousand seven hundred and forty Pounds, or the Part thereof so proposed to be borrowed, shall be assured to be paid upon the Death of the said *Richard Earl of Glengall*; and provided also, that previously to the making of any such Order the said Court shall be satisfied that such Policy or Policies has or have been duly effected, and that the surplus Rents, Issues, and Profits, after the Deductions necessary for the Payment of all Outgoings, and all Costs, Charges, and Expenses herein-before directed to be paid out of the same, and all Interest for Monies raised in pursuance of the Powers of this Act, and all other annual Payments required to be made, shall be sufficient for the Payment of the Premium and all other Monies which may become payable in respect of all and every such Policy or Policies of Assurance, and it shall be lawful for the said Court of Chancery to make all such Orders and Decrees as to the same Court shall seem fit for carrying into effect the Purposes of this present Provision, and for securing the due Payment of the Premiums and all other Monies which may become payable in respect of the said Policies of Assurance; and as to every and any such Policy or Policies as may be so effected as aforesaid, the said Trustees or Trustee for the Time being of this Act shall from Time to Time do all things necessary to keep such Policy or Policies on foot, and in case such Policy or Policies, or any of them, shall be or by any means shall become void, shall, as often as the same shall happen, effect in some such Assurance Office or Offices as aforesaid, a similar Policy or similar Policies of Assurance; and the said Trustees or Trustee for the Time being shall, by and out of the Rents, Issues, and Profits of the Hereditaments

ments by this Act vested in them, after Payment of the Interest upon any Mortgage or Mortgages they may have executed under the Authority of this Act, or by and out of the Rents, Issues, and Profits of such and so many of the same Hereditaments as may remain unsold, from Time to Time pay all such Sum and Sums of Money as shall become payable for the annual Premiums in respect of such Policy or Policies of Assurance, and other the Expenses, if any, which shall be necessary to be incurred for keeping such Policy or Policies on foot, and in case at any Time any such renewed Insurance or Insurances as aforesaid cannot, from any Cause whatsoever, be effected, then and in every such Case, and as often as the same shall happen, the said Trustees or Trustee shall receive and retain all and every the Rents and Profits of the said Manors, Towns, Lands, and Hereditaments which would be otherwise payable to the said *Richard Earl of Glengall* or his Assigns, and shall lay out and invest the same at Interest in any of the Securities in which Money is authorized by this Act to be invested by the said Trustees or Trustee, and also the Dividends, Interest, and annual Produce thereof from Time to Time, so that the same may be accumulated at Compound Interest until such Accumulations shall amount to the full Principal Sum for which such Insurance or respective Insurances ought to have been effected, if the same could have been effected; and the said Trustees or Trustee for the Time being shall stand and be possessed of and interested in, as well all (if any) the Monies which shall be received by them or him in respect of such Policy or Policies of Insurance as aforesaid, as also all (if any) the Fund which may be so accumulated as aforesaid, and the Stocks, Funds, and Securities thereof, and the Dividends, Interest, and annual Produce thereof, upon such Trusts, and for such Intents and Purposes, as, allowing for the Nature of the Property, will best or nearest correspond with the Uses, Trusts, Intents, and Purposes in and by the said recited Indenture of the Tenth Day of *June* One thousand eight hundred and fifteen, and any Deed or Instrument executed in pursuance thereof, or of the Powers therein contained, expressed and declared of and concerning the said Manors, Towns, Lands, and Hereditaments by the same Indenture settled, or such and so many of the same Uses, Trusts, Intents, and Purposes as shall be for the Time being subsisting undetermined and capable of taking effect, but not so as to double or increase any annual or Principal Sums or Interest by the same Indenture, Deeds, or Instruments charged or authorized to be charged, and with full Power for the said Trustees or Trustee to pay and apply such accumulated Funds and Money, or any Part thereof, in or towards the Payment off and Discharge of any Mortgage or Mortgages which may be for the Time being subsisting upon the said Manors, Towns, Lands, and Hereditaments under or by virtue of this Act, and to make and accept all requisite Sales, Transfers, and Receipts accordingly.

XV. And be it enacted, That, subject to the Incumbrances herein after expressly excepted, during the Continuance thereof, and subject also to the Mortgage or Mortgages (if any) which may be made under the Provisions of this Act of the said Manors, Towns, Lands, and Hereditaments, or any Part thereof, and as to so much and such Part

Declaration
of Trust of
Equity of
Redemption,
and of Parts
of Estate

[*Private.*]

unsold, and
of surplus
Sale Monies.

of the said Manors, Towns, Lands, and Hereditaments respectively (if any) as shall remain unsold and undisposed of, and as to the surplus Rents, Issues, and Profits (if any), after fully satisfying the Trusts and Purposes aforesaid, the said Trustees or Trustee for the Time being shall stand and be seised of and interested therein, subject as aforesaid, upon such Trusts, and for such Intents and Purposes, and with, under, and subject to such Powers and Provisions, as under or by virtue of the said Indenture of the Tenth Day of *June* One thousand eight hundred and fifteen, and the Recovery suffered in pursuance thereof, or any Deed or Instrument executed pursuant thereto or the Powers therein contained, and the said recited Indenture of the Tenth Day of *December* One thousand eight hundred and forty-seven, or all or any of the same Deeds or Assurances, shall be for the Time being subsisting undetermined and capable of taking effect; and as to the surplus Monies (if any) which shall arise from any Sale or Disposition under the Trusts and Provisions herein contained, the said Trustees or Trustee for the Time being shall stand and be possessed of and interested therein, and the Interest, Dividends, and annual Produce thereof, upon and for such Trusts, Intents, and Purposes as, allowing for the Nature of the Property, will best or nearest correspond with such of the Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Agreements, and Declarations, in and by the said recited Indenture of the Tenth Day of *June* One thousand eight hundred and fifteen, or any Deed executed pursuant thereto, or to the Powers therein contained, expressed, declared, and contained of and concerning the said Manors, Towns, Lands, and Hereditaments thereby settled, as shall be for the Time being subsisting undetermined and capable of taking effect, but not so as to double or increase any annual or Principal Sums or Interest by the same Indentures, Deeds, or Instruments charged or authorized to be charged, and the said Trustees or Trustee for the Time being to lay out and invest such Monies in any Hereditaments, Funds, or Securities in or upon which any Money is by this Act authorized to be laid out or invested accordingly; provided nevertheless, that nothing herein contained or referred to shall extend or be construed to extend to give or afford any other Effect, either at Law or in Equity, to the said recited Indenture of the Tenth Day of *December* One thousand eight hundred and forty-seven, or to any Person or Persons claiming under the same, than the same would have had or given if this Act had not been passed.

Power for
Court to
appoint new
Trustees.

XVI. Provided always, and be it enacted, That in case the said *Richard Pennfather* and *Joseph Cooke*, or either of them, or any Trustee or Trustees to be appointed as herein-after mentioned, shall die, or relinquish, or refuse or decline or become incapable to act in the Trusts hereby created, or shall reside out of the United Kingdom of *Great Britain* and *Ireland* before the said Trusts shall be fully performed and executed, then and in every such Case it shall be lawful for the Court of Chancery in *Ireland*, on Notice or Petition, in a summary Way by or on behalf of the said *Richard Earl of Glengall* during his Life, and after his Decease by or on behalf of the Person or Persons who shall for the Time being be beneficially entitled in possession to the Rents and Profits of the Manors, Lands, and

and Hereditaments which for the Time being shall be subject to the Provisions of this Act, if such Person or Persons shall be of the Age of Twenty-one Years, or by or on behalf of the Guardian or Guardians of such Person or Persons if such Person or Persons shall be under that Age, from Time to Time to nominate or appoint One or more Person or Persons to be a Trustee or Trustees in the Place and Stead of the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or becoming incapable to act, or residing out of the United Kingdom of *Great Britain and Ireland*; and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the said Powers and Trusts, as fully and effectually, and with all the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he or they had been originally named and appointed a Trustee or Trustees in or by this Act; and that the said *Richard Pennefather* and *Joseph Cooke*, their Heirs, Executors, and Administrators, and the Person or Persons to be appointed as aforesaid, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them and each and every of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of this Act and of the Trusts hereby in them reposed, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt or Receipts for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the other or others of them, or for involuntary Losses; and also that it shall be lawful for them, with and out of the Monies which shall come to their respective Hands under or by virtue of this Act, to retain to and reimburse themselves respectively, and also to allow to the others or other of them respectively, all Costs, Charges, Damages, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, or be put unto in or about the Execution of the aforesaid Trust, or in relation thereunto.

XVII. And be it enacted, That every Sale and Mortgage authorized by this Act shall be subject to the said Annuity or yearly Rent-charge of Two hundred and ninety-three Pounds Eleven Shillings so granted to the said *Richard James* as aforesaid, unless the said *Robert James* and *John Spittall Miller* shall join therein, or release the said Annuity; and that nothing contained in this Act shall extend or be construed to extend to defeat, prejudice, or affect in any Manner the same Annuity or yearly Rent-charge or Incumbrance, or any of the said Securities given for the same as aforesaid, nor to defeat, prejudice, or affect any Actions, Suits, Rights, or Remedies which now are or which at any Time or Times hereafter may be brought, commenced, instituted, or available for obtaining or enforcing the Payment of the same or any Arrears thereof, or otherwise in respect thereof.

Saving Rights
of Richard
James.

XVIII. And be it enacted, That every Sale and Mortgage authorized by this Act shall be subject to the said Annuity or yearly Rent-charge of Two hundred and ninety-three Pounds Eleven Shillings so granted to the said *Alexander Fraser* and *Henry Hugh Fraser* as aforesaid, unless the said *Thomas Bailey Illidge*, *John Betts Illidge*,
and

Saving Rights
of Alexander
Fraser, &c.

and *Henry Hugh Fraser* shall join therein or release the said Annuity; and that nothing contained in this Act shall extend or be construed to extend to defeat, prejudice, or affect in any Manner the same Annuity or yearly Rent-charge or Incumbrance, or any of the said Securities given for the same, nor to defeat, prejudice, or affect any Actions, Suits, Rights, or Remedies which now are or which at any Time or Times hereafter may be brought, commenced, instituted, or available for obtaining or enforcing the Payment of the same or any Arrears thereof, or otherwise in respect thereof.

General
Saving.

XIX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Persons and Person, Bodies Politic, Corporate, and Collegiate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than the said *Richard Earl of Glengall*, *Margaret Lauretta Countess of Glengall* his Wife, and the said Lady *Margaret Butler* and Lady *Matilda Butler*, and the First and other Sons, if any, hereafter to be born of the said *Richard Earl of Glengall*, and the Heirs Male of the Body and Bodies of all such Sons, and all and every the Children and Child hereafter to be born of the said *Richard Earl of Glengall* by the said *Margaret Lauretta* his Wife,) all such Estate, Right, Title, and Interest as they, every or any of them, held and enjoyed of, in, to, or in respect of the said Manors, Estates, Lands, Hereditaments, and Premises previous to the passing of this Act, or could or might have held or enjoyed in case the same had not been made; and that nothing in this Act contained shall extend or be construed to extend to repeal or alter an Act passed in this present Session of Parliament, intituled *An Act to facilitate the Sale of incumbered Estates in Ireland*.

11 & 12 Vict.
c. 48.

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

XX. And be it enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1848.