



ANNO DECIMO OCTAVO & DECIMO NONO

# VICTORIÆ REGINÆ.

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## Cap. 14.

An Act to authorize the granting of Building and other Leases of Estates in the Counties of *Louth* and *Armagh* devised by the Will of the Right Honourable *William Charles Viscount Clermont* deceased, and the Sale and Exchange of certain Portions of the Estate so devised; and for other Purposes. [14th August 1855.]

**W**HEREAS the Right Honourable *William Charles Fortescue Viscount Clermont*, late of *Clermont Lodge* in the County of *Norfolk* in *Great Britain*, and of *Clermont* and *Ravensdale Parks* in the County of *Louth* in *Ireland*, by his last Will and Testament in Writing, bearing Date the Tenth Day of *November* One thousand eight hundred and twenty-six, and so executed and attested as was then by Law required for passing Freehold Estates by Devise, gave and devised all those his Manors, Messuages, Farms, Lands, Tenements, Advowsons, and Hereditaments whatsoever, commonly called and known by the Name of "The *Carlingford Estate*" (formerly the Estate of *Ephraim Stannus Esquire*, deceased), situate in the County of *Louth* in that Part of the United Kingdom of *Great Britain* and *Ireland* called *Ireland*, and also all his Lordship and

Will of  
Viscount  
Clermont,  
dated 10th  
Nov. 1826.

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Estate

*Lord Clermont's Estate Act, 1855.*

Estate of *Ballymascanlan*, with the Tithes thereof, and all Manors, Messuages, Farms, Lands, Tenements, Advowsons, Rights, Royalties, Hereditaments, and Appurtenances thereunto belonging, situate in the County of *Louth* and in the County of *Armagh* in *Ireland* aforesaid, and also all and every the Lands and Premises, Parts of the said Estate, held under Leases taken by himself, or under Leases granted to any Person or Persons in trust for him, and all derivative Interest in the said Estate purchased by and conveyed or assigned to him, or any Person or Persons in trust for him, and also all those his Manors, Messuages, Farms, Lands, Tenements, Advowsons, and Hereditaments whatsoever commonly called or known by the Name of "The *Clermont* Estate," and comprised therein or belonging or appertaining thereto, or reputed to be Part thereof, and which had come to him by Descent or Devise, or had been purchased by him, situate and being in the said County of *Louth*, and also all other his Manors, Messuages, Farms, Lands, Tenements, Advowsons, and Hereditaments whatsoever situate in the several Counties of *Louth* and *Armagh* in that Part of the United Kingdom of *Great Britain* and *Ireland* called *Ireland*, with the Appurtenances, (save and except the House and Land at *Milltown Grange* in the said County of *Louth*, in the Occupation of *Jane* the Widow of *Faithful William Fortescue*, late of *Milltown Grange* aforesaid, Esquire, deceased, therein-after mentioned and devised,) unto *George Francis Barlow* of *Ribstone* in the County of *York* in *Great Britain*, Esquire, and the Right Honourable *John* then Earl of *Enniskillen*, their Heirs and Assigns, to and for and upon such Uses, Trusts, Intents and Purposes, and subject to such Powers, Provisoos, and Declarations, as are therein-after limited, expressed, and declared of and concerning the same; (that is to say,) to the Use of his (Testator's) Nephew Sir *Harry Goodricke* of *Ribstone* in the said County of *York*, Baronet, and his Assigns, for his Life, with such Power of leasing as therein-after mentioned; with Remainder to the Use of the said *George Francis Barlow* and *John* Earl of *Enniskillen* and their Heirs, during the Life of the said Sir *Harry Goodricke*, in trust for him, and by the usual Ways and Means to preserve the contingent Remainders therein-after limited; with Remainder to the Use of the First and every other Son of the Body of the said Sir *Harry Goodricke*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of *Chichester Fortescue*, then of *Glyde Farm* in the said County of *Louth*; Esquire, (since deceased,) and his Assigns, for his Life, with such Power of leasing as therein-after mentioned; and from and after the Decease of the said *Chichester Fortescue* to the Use of *Thomas Fortescue* (now the Right Honourable *Thomas* Lord *Clermont* Baron *Clermont* in the Kingdom of *Ireland*), the eldest Son of the said *Chichester Fortescue*, and his Assigns, during his Life, with such

Power

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*Lord Clermont's Estate Act, 1855.*

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Power of leasing as therein-after mentioned ; and from and after the Determination of the several Estates thereby limited in Use to the said *Chichester Fortescue* and *Thomas Fortescue* (now Baron *Clermont*) respectively for their respective Lives by Forfeiture or otherwise in the Lifetime of the said *Chichester Fortescue* and *Thomas Fortescue* (now Baron *Clermont*) or either of them, to the Use of the said *George Francis Barlow* and *John Earl of Enniskillen* and their Heirs, during the Life of them the said *Chichester Fortescue* and *Thomas Fortescue* (now Baron *Clermont*), whose Estates should so respectively determine, upon trust for him, and by the usual Means to support the contingent Remainders therein-after limited ; and from and after the Decease of the Survivor of the said *Chichester Fortescue* and *Thomas Fortescue* (now Baron *Clermont*) to the Use of the First and every other Son of the Body of the said *Thomas Fortescue* (now Baron *Clermont*), severally and successively according to their respective Seniorities in Tail Male ; and for Default of such Issue to the Use of *Chichester Fortescue* the younger, Second Son of *Chichester Fortescue* of *Glyde Farm*, and his Assigns, during his Life ; with Remainder to the Use of the said *George Francis Barlow* and *John Earl of Enniskillen* and their Heirs, during the Life of the said *Chichester Fortescue* the younger, in trust for him, and by the usual Means to support the contingent Remainders therein-after limited ; with Remainder to the Use of the First and every other Son of the same *Chichester Fortescue*, severally and successively according to their respective Seniorities in Tail Male ; and for Default of such Issue to the Use of the Third and every other of the Sons of the said *Chichester Fortescue* of *Glyde Farm* to be begotten, severally and successively according to their respective Seniorities in Tail Male ; and for Default of such Issue to the Use of *Faithful Fortescue* of *Corderry* in the said County of *Louth*, Esquire, and his Assigns, during his Life, with such Power of leasing as therein-after mentioned ; with Remainder to the Use of the said *George Francis Barlow* and *John Earl of Enniskillen* and their Heirs, during the Life of the said *Faithful Fortescue*, in trust for him, and by the usual Means to support the contingent Remainders therein-after limited ; with Remainder to the Use of the First and every other Son of the said *Faithful Fortescue*, severally and successively according to their respective Seniorities in Tail Male ; and for Default of such Issue, as to all those his (the Testator's) said Manors, Messuages, Farms, Lands, Tenements, Advowsons, and Hereditaments whatsoever commonly called and known by the Name of "The *Carlingford Estate*," to the Use of *John Fortescue*, eldest Son of the then late Lieutenant *William Fortescue* deceased, and Grandson of *John Fortescue* the elder, of *Malahide* in *Ireland*, Esquire, and his Assigns, during his Life, with such Power of leasing as therein-after mentioned ; with Remainder to the Use of the said

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*Lord Clermont's Estate Act, 1855.*

*George Francis Barlow* and *John Earl of Enniskillen* and their Heirs, during the Life of the said *John Fortescue*, in trust for him, and by the usual Means to support the contingent Remainders therein-after limited; with Remainder to the Use of the First and every other Son of the said *John Fortescue*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of *William Fortescue*, Second Son of the said Lieutenant *William Fortescue* deceased, and Grandson of the said *John Fortescue* the elder, of *Malahide*, and his Assigns, for his Life, with such Power of leasing as therein-after mentioned; with Remainder to the Use of the said *George Francis Barlow* and *John Earl of Enniskillen* and their Heirs, during the Life of the said *William Fortescue*, in trust for him, and by the usual Means to support the contingent Remainders therein-after limited; with Remainder to the Use of the First and every other Son of the said *William Fortescue*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of his (the Testator's) own right Heirs for ever; and as to all that and those his (the Testator's) aforesaid Lordship and Estate of *Ballymascanlan*, with the Tithes thereof, and the Manors, Messuages, Farms, Lands, Tenements, Advowsons, Rights, Royalties, Appendances, and Appurtenances thereunto belonging, and all and every the Lands and Premises, Part of the said Estate, held under Leases taken by himself, or granted to any Person or Persons in trust for him, and all Leasehold or other derivative Interests on the said Estate purchased by and conveyed or assigned to him, or any Person or Persons in trust for him, and all other Lands, Hereditaments, and Premises in the Barony of *Lower Dundalk* in the said County of *Louth*, and being Part of the *Carlingford* Estate, which he (the Testator) was or should be seised, possessed of, or entitled unto at the Time of his Decease, to the Use of the said *William Fortescue*, the Second Son of the said then late Lieutenant *William Fortescue* deceased, and Grandson of the said *John Fortescue* the elder, of *Malahide*, and his Assigns, for his Life, with such Power of leasing as therein-after mentioned; with Remainder to the Use of the said *George Francis Barlow* and *John Earl of Enniskillen* and their Heirs, during the Life of the said *William Fortescue*, in trust for him, and by the usual Means to support the contingent Remainders therein-after limited; with Remainder to the Use of the First and every other Son of the said *William Fortescue*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of the said *John Fortescue*, the eldest Son of the said Lieutenant *William Fortescue* deceased, and Grandson of the said *John Fortescue* the elder, of *Malahide*, and his Assigns, for his Life, with such Power of leasing as therein-after mentioned; with

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with Remainder to the Use of the said *George Francis Barlow* and *John* Earl of *Enniskillen* and their Heirs, during the Life of the said *John Fortescue*, in trust for him, and by the usual Means to support the contingent Remainders therein-after limited; with Remainder to the Use of the First and every other Son of the said *John Fortescue*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of his (the Testator's) own right Heirs for ever; and as to all those his (the Testator's) Manors, Messuages, Farms, Lands, Tenements, Advowsons, and Hereditaments whatsoever commonly called or known by the Name of "The *Clermont* Estate," and comprised therein or belonging or appertaining thereto, and all other his Manors, Messuages, Farms, Lands, Tenements, Advowsons, and Hereditaments situate in the County of *Louth*, not being Part of the Estates therein-before limited in Use to the said *John Fortescue* and *William Fortescue*, to the Use of *Mathew Fortescue* of *Dundalk* in the County of *Louth* in *Ireland* aforesaid, Esquire, (Son of the Reverend *John Fortescue*,) and his Assigns, for his Life, with such Power of leasing as therein-after mentioned; and from and after the Decease of the said *Mathew Fortescue* of *Dundalk* to the Use of *Mathew Fortescue* of *Stephenstown*, in the County of *Louth*, Esquire, and his Assigns, for his Life, with such Power of leasing as therein-after mentioned; and from and after the Decease of the Survivor of them the said *Mathew Fortescue* of *Dundalk* and *Mathew Fortescue* of *Stephenstown* to the Use of *John Charles William Fortescue*, the eldest Son of the said *Mathew Fortescue* of *Stephenstown*, and his Assigns, for his Life, with such Power of leasing as therein-after mentioned; and from and after the Determination of the several Estates thereby limited in Use to the said *Mathew Fortescue* of *Dundalk*, *Mathew Fortescue* of *Stephenstown*, and *John Charles William Fortescue*, for their respective Lives, by Forfeiture or otherwise in the Lifetime of the said *Mathew Fortescue* of *Dundalk*, *Mathew Fortescue* of *Stephenstown*, and *John Charles William Fortescue*, or any or either of them, to the Use of the said *George Francis Barlow* and *John* Earl of *Enniskillen* and their Heirs, during the Life or Lives of such of them the said *Mathew Fortescue* of *Dundalk*, *Mathew Fortescue* of *Stephenstown*, and *John Charles William Fortescue*, whose Estate or Estates should so respectively determine, in trust for such Persons respectively, and by the usual Means to support the contingent Remainders therein-after limited; and from and after the Decease of the Survivor of them the said *Mathew Fortescue* of *Dundalk*, *Mathew Fortescue* of *Stephenstown*, and *John Charles William Fortescue*, to the Use of the First and every other Son of the said *John Charles William Fortescue*, severally and successively according to their respective Seniorities in Tail

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*Lord Clermont's Estate Act, 1855.*

Male ; and for Default of such Issue to the Use of *Frederick Richard Norman Fortescue*, Second Son of the said *Mathew Fortescue* of *Stephenstown*, and his Assigns, for his Life, with such Power of leasing as therein-after mentioned ; with Remainder to the Use of the said *George Francis Barlow* and *John Earl of Enniskillen*, their Heirs and Assigns, during the Life of the said *Frederick Richard Norman Fortescue*, in trust for him, and by the usual Means to support the contingent Remainders therein-after limited ; with Remainder to the Use of the First and every other Son of the said *Frederick Richard Norman Fortescue*, severally and successively according to their respective Seniorities in Tail Male ; and for Default of such Issue to the Use of *William Hamilton Fortescue*, Third Son of the said *Mathew Fortescue* of *Stephenstown*, and his Assigns, for his Life, with such Power of leasing as therein-after mentioned ; with Remainder to the Use of the said *George Francis Barlow* and *John Earl of Enniskillen* and their Heirs, during the Life of the said *William Hamilton Fortescue*, in trust for him, and by the usual Means to support the contingent Remainders therein-after limited ; with Remainder to the Use of the First and every other Son of the said *William Hamilton Fortescue*, severally and successively according to their respective Seniorities in Tail Male ; and for Default of such Issue then to the Use of the Fourth and every other Son of the said *Mathew Fortescue* of *Stephenstown*, begotten or to be begotten, severally and successively according to their respective Seniorities in Tail Male ; and for Default of such Issue to the Use of his (the Testator's) own right Heirs for ever ; and as to the Messuage and such Parts of the Lands and Hereditaments of *Milltown Grange* aforesaid as were then in the Occupation of the said *Jane Fortescue*, the Widow of the said *Faithful William Fortescue* deceased, the Testator gave and devised the same to the said *George Francis Barlow* and *John Earl of Enniskillen*, their Heirs and Assigns, to the Uses, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Provisoos, Declarations, and Limitations therein-after declared of and concerning the same ; (that is to say,) to the Use of the said *Jane Fortescue*, and her Assigns, for her Life ; with Remainder to the Use of the said *George Francis Barlow* and *John Earl of Enniskillen* and their Heirs, during the Life of the said *Jane Fortescue*, in trust for her, and by the usual Means to support the contingent Remainders therein-after limited ; with Remainder to the Use of the said *Sir Harry Goodricke*, and his Assigns, for his Life ; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in his Lifetime or by his Death, to the same Uses, upon the same Trusts, and to and for the same Intents and Purposes as are therein-before expressed of and concerning the Testator's said Estate called "The Clermont Estate,"

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Estate," situate in the said County of *Louth*, therein-before devised, or such and so many of them as should be capable of taking effect; provided always, and the Testator's Will was, that it should and might be lawful to and for the said Sir *Harry Goodricke*, and such other Person and Persons as under the Limitations in that his Will contained should be entitled to an Use for Life in all or any of his Manors, Messuages, Lands, Tenements, and Hereditaments thereby devised, when and as they should respectively be in the Possession of the Manors, Messuages, Lands, Tenements, and Hereditaments thereby limited to them for their respective Lives as aforesaid, by any Deed or Deeds, Writing or Writings, to be by them respectively executed in the Presence of and attested by Two or more credible Witnesses, to lease, demise, or grant to any Person or Persons all or any Part or Parts of the same Manors, Messuages, Farms, Lands, Tenements, and Hereditaments therein-before mentioned to the Possession of which such Person should be entitled as aforesaid, when and as the same should become out of Lease or unset, for any Term or Number of Years not exceeding Eight Years, to take effect in possession, and not in reversion, so as there be reserved in every such Lease, Demise, or Grant the best and most improved yearly Rent that could or might be had or gotten for the same at the Time of the making thereof, and so as no Fine, Premium, or Foregift should be paid, given, or received for the making or granting of any such Demise, Lease, or Grant, and so as in all such Leases there be contained Conditions of Re-entry for Nonpayment of Rent, and so as no such Lease should render or make the Lessee or Lessees, or those claiming under them, dispunishable for Waste, and so as the respective Lessees did execute Counterparts of all such Leases; and the said Testator, after thereby bequeathing certain pecuniary Legacies to, amongst other Persons, his Three Sisters, *Maria Catherine Barlow*, the Wife of the said *George Francis Barlow*, *Dame Charlotte Goodricke*, the Mother of the said Sir *Harry Goodricke*, and *Emily Grace Grantham*, the Wife of *Charles Grantham* Esquire, then a Lieutenant in the Royal Navy, gave, devised, and bequeathed all and singular his Manors, Messuages, Advowsons, Farms, Lands, Tenements, and Hereditaments situate and being in the County of *Norfolk*, and all and singular the Rest and Residue of his Real and Freehold Estates whatsoever and wheresoever situate, not therein-before devised, and also all and singular his Personal Estate, Debts, and Effects, unto the said Sir *Harry Goodricke*, *George Francis Barlow*, and *John Leland Maquay* of the City of *Dublin*, Esquire, their Heirs, Executors, Administrators, and Assigns, upon trust that they the said Sir *Harry Goodricke*, *George Francis Barlow*, and *John Leland Maquay* should in the first place, out of his Personal Estate, pay, satisfy, and discharge all his just Debts, Funeral and Testamentary Expenses, and the Legacies given by his Will; and in case his said Personal Estate should

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*Lord Clermont's Estate Act, 1855.*

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should prove insufficient for that Purpose, then upon trust that his said Trustees should, by and with the Rents and Profits or by Sale or Mortgage of that Part of his Estate called the *Grange Geeth* Estate, situate in the County of *Meath* in *Ireland* aforesaid, or of any other Part of his Real Estate not therein-before entailed, raise and levy such Sum and Sums of Money as should together with his said Personal Estate be sufficient to pay and discharge all and singular his said just Debts, Funeral and Testamentary Expenses, and the said Legacies ; and, subject to the Payment of his said Debts, Funeral and Testamentary Expenses, and the said Legacies, the said Testator gave, devised, and bequeathed all and singular his said Manors, Messuages, Advowsons, Farms, Lands, Tenements, and Hereditaments in the said County of *Norfolk*, and all and singular his said Real and Freehold Estate not therein-before entailed, and his said Personal Estate, unto his said Nephew Sir *Harry Goodricke*, his Heirs, Executors, Administrators, and Assigns, for ever, to and for his and their own absolute Use and Benefit ; and the Testator thereby further declared that his said Trustees and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them and each and every of them, should be respectively charged and chargeable only for such Monies as they should respectively actually receive by virtue of the Trusts thereby in them reposed, notwithstanding his or their or any of their giving or signing or joining in giving or signing any Receipt or Receipts for the sake of Conformity, and that any One or more of them should not be answerable or accountable for the other or others of them, but each and every of them for his and their own Acts, Neglects, Receipts, or Defaults only, and that they or any of them should not be answerable or accountable for any Banker, Broker, or other Person with whom or in whose Hands or Custody any Part of the said Monies should or might be deposited or lodged, for safe Custody or otherwise, in the Execution of the Trusts thereby reposed in them, and that they or any of them should not at any Time be answerable or accountable for the Insufficiency or Deficiency of any Security or Securities, Stocks, or Funds in or upon which the said Trust Monies or any Part thereof should be placed out or invested in the Execution or in pursuance of the Trusts or Powers therein aforesaid, or any of them, nor for any Misfortune, Loss, or Damage which might happen in the Execution of the aforesaid Trusts and Powers, or in relation thereto, except the same should happen by or through his or their own wilful Default respectively, and also that it should and might be lawful to and for his said Trustees and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, by and out of any Monies which should come to their respective Hands by virtue of any of the Trusts aforesaid, from Time to Time to retain to and reimburse himself and themselves respectively, and also allow to his and their Co-Trustee  
and



*Lord Clermont's Estate Act, 1855.*

and Co-Trustees all Costs, Charges, Damages, and Expenses which they or any of them should or might sustain, expend, disburse, be at, or be put unto in or about the Execution of the Trusts or Powers aforesaid; and the said Testator did thereby appoint the said Sir *Harry Goodricke*, *George Francis Barlow*, and *John Leland Maquay* Executors of his said Will: And whereas the said Testator died in or about the Year One thousand eight hundred and twenty-nine, unmarried and without Issue, and without having revoked or altered his Will herein-before recited, leaving his said Three Sisters, the said *Maria Catherine Barlow*, the said Dame *Charlotte Goodricke*, and the said *Emily Grace Grantham*, his Co-Heiresses at Law, and the said Will was afterwards proved in Her Majesty's Court of Prerogative in *Ireland* by the said Sir *Harry Goodricke*: And whereas the said Sir *Harry Goodricke* died in or about the Month of *August* One thousand eight hundred and thirty-three, unmarried and without Issue: And whereas the said *Chichester Fortescue* of *Glyde Farm* died in or about the Year One thousand eight hundred and twenty-six, and therefore in the Lifetime of the said Testator: And whereas the said *Jane Fortescue* died in or about the Year One thousand eight hundred and fifty-two: And whereas, under the Circumstances herein-before stated, the said *Thomas Lord Clermont* is now, under the Limitations of the said recited Will of the said *William Charles Viscount Clermont*, Tenant for Life in possession of all the Estates by that Will devised in Settlement as aforesaid, but he has as yet no Issue: And whereas the said *Chichester Fortescue* the younger, the Second Son of the said *Chichester Fortescue* of *Glyde Farm*, is living, and is a Bachelor: And whereas the said *Thomas Lord Clermont*, and his Brother the said *Chichester Fortescue* the younger, are the only Sons and Issue Male of the said *Chichester Fortescue* of *Glyde Farm*: And whereas the said *Faithful Fortescue* died in or about the Year One thousand eight hundred and forty-four, without leaving any Issue surviving him: And whereas the said *John Fortescue*, the eldest Son of the said late Lieutenant *William Fortescue* deceased, and Grandson of the said *John Fortescue* the elder, of *Malahide* aforesaid, on the Eighteenth Day of *December* One thousand eight hundred and thirty-three, he then being a Bachelor, intermarried with *Maria Sheridan*, and of that Marriage *William Mark Millar Fortescue*, now an Infant of the Age of Eighteen Years, is the only Son: And whereas the said *John Fortescue*, the eldest Son and Grandson aforesaid, died on the Eighth Day of *April* One thousand eight hundred and forty-six, intestate, and by an Order of the High Court of Chancery in *Ireland*, bearing Date the First Day of *December* One thousand eight hundred and forty-six, *Travers Robert Blackley* Esquire was appointed sole Guardian of the Person and Estate of his said infant Son the said *William Mark Millar Fortescue*: And whereas *William Fortescue*,

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*Lord Clermont's Estate Act, 1855.*

the Second Son of the said Lieutenant *William Fortescue* deceased, and Grandson of the said *John Fortescue* the elder, of *Malahide*, is long since dead, without leaving any Issue him surviving: And whereas the said *Mathew Fortescue* of *Dundalk* died on the Twenty-third Day of *April* One thousand eight hundred and fifty: And whereas the said *Mathew Fortescue* of *Stephenstown* died some Time in the Year One thousand eight hundred and forty-four: And whereas the said *John Charles William Fortescue*, *Frederick Richard Norman Fortescue*, and *William Hamilton Fortescue*, the First, Second, and Third Sons respectively of the last-named *Mathew Fortescue*, are all alive, and Bachelors, and are the only Sons or Male Issue of the same *Mathew Fortescue*: And whereas the said *William Mark Millar Fortescue* is now, under the Limitations of the said recited Will of the said *William Charles Viscount Clermont*, entitled to the first and only vested Estate Tail in the said Estates thereby devised in Settlement called the *Carlingford* and *Ballymascanlan* Estates, including the Town of *Carlingford*, and the said *Travers Robert Blackley* is still his Guardian: And whereas the said Dame *Charlotte Goodricke* died on the Tenth Day of *August* One thousand eight hundred and forty-two, and by her Will, dated the Twelfth Day of *June* One thousand eight hundred and forty, she gave and devised all her Property to the said *George Francis Barlow*: And whereas the said *Maria Catherine Barlow* died some Time in the Month of *January* One thousand eight hundred and fifty-three, without Issue, and by her Will, dated Twenty-second *January* One thousand eight hundred and fifty-two, she devised all her Residuary Estate and Property to her Sister the said *Emily Grace Grantham*, for her own sole and separate Use, subject to the Payment of the Debts and Legacies in her said Will mentioned: And whereas the Estates and Interests of the Heirs-at-Law of the said *William Charles Viscount Clermont* in the said Estates by the said Will of the said Viscount devised are now vested in the said *Emily Grace Grantham*, and *Susan Catherine de Paul* and *Francis Barlow*, herein-after named, or some or One of them: And whereas the said *John Earl of Enniskillen* died on the Thirty-first Day of *March* One thousand eight hundred and forty, leaving his Co-Trustee for preserving contingent Remainders, the said *George Francis Barlow*, him surviving: And whereas the said *George Francis Barlow* died on or about the Sixth Day of *November* One thousand eight hundred and forty-seven, intestate as to Trust Estates vested in him, but having by his Will, dated the Twelfth Day of *December* One thousand eight hundred and forty-five, after making certain specific Devises and Bequests, given, devised, and bequeathed all the Residue of his Estate and Effects, both Real and Personal, unto the said *Maria Catherine Barlow*, *Susan Catherine de Paul*, Wife of *Gabriel de Paul* of *Montpelier* in *France*, the said *Emily Grace Grantham*, and *Francis Barlow* of

*Montagu*

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*Lord Clermont's Estate Act, 1855.*

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*Montagu Square* in the County of *Middlesex*, Esquire, their respective Heirs, Executors, Administrators, and Assigns, in equal Shares as Tenants in Common: And whereas the said recited Will of the said *William Charles Viscount Clermont* contains no Power for the Appointment of new Trustees thereof: And whereas there is now standing in the Name of the Accountant General of the High Court of Chancery in *Ireland*, to an Account intituled, “*Ex parte the Dublin and Belfast Junction Railway Company, with a Branch from Drogheda to Navan,*” in pursuance of the *Dublin and Belfast Junction and Navan Branch Railway Act, 1845*, to the Credit of *Thomas Fortescue of Ravensdale Park* in the County of *Louth*, Esquire, and all other Persons interested in all that Part of the Townland of *Dromiskin* situate in the Parish of *Dromiskin* in the County of *Louth*, as the same is described in the Map thereof lodged in the Office of the Company, Number 2, *Talbot Street*, in the City of *Dublin*, and marked Numbers 1, 2, 3, 4, 5, 6, 7, 8, 8 a in said Map,” the Sum of Three thousand one hundred and ninety-five Pounds Fifteen Shillings and One Penny Government Three per Centum Stock, purchased, as to the Sum of Four hundred and fifty-two Pounds Eight Shillings and Sevenpence, Part thereof, with Monies produced by the Sale to the said Company of Lands Parcel of the said devised Estates to the first vested Estate of Inheritance in which the said *William Mark Millar Fortescue* is, as such Tenant in Tail as aforesaid, entitled, and as to the Sum of Two thousand seven hundred and forty-three Pounds Six Shillings and Sixpence, the Remainder thereof, purchased with Monies produced by the Sale to the said Company of Lands Parcel of the said other devised Estates: And whereas the Towns of *Carlingford* and *Blackrock*, both of which are Portions of the Estates which were devised in Settlement as aforesaid by and still are subject to the Limitations of the said Will of the said *William Charles Viscount Clermont*, and of which Towns the former is Parcel of such of those Estates whereof the said *William Mark Millar Fortescue* is such Tenant in Tail as aforesaid, and the latter is Parcel of the Residue of the Estates so devised, are situated on the Sea Coast, and present eligible Sites for Building Purposes, and the said Town of *Blackrock* is during the Summer Season much frequented by the Inhabitants of *Dundalk* and the People of the neighbouring Counties of *Monaghan* and *Cavan*, and a Company has lately been formed for the Purpose of making a Railway from *Dundalk* to that Town, but for Want of House Accommodation and some necessary Improvements in connexion with the Shore, and for affording Facilities for bathing, many Persons are at present prevented from going to reside there; and there is also a Demand for Ground for Building Purposes at *Carlingford* aforesaid: And whereas by a moderate Outlay of Capital in the Construction and Erection of Quays, Wharves, and other Improvements and Works of a permanent

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Character along the Sea Shore, and elsewhere in or near to the said Towns of *Carlingford* and *Blackrock*, those Towns could be made still more eligible for Building Purposes; and the said Sums of Four hundred and fifty-two Pounds Eight Shillings and Sevenpence and Two thousand seven hundred and forty-three Pounds Six Shillings and Sixpence Government Three *per Centum* Stock, which are severally subject to be laid out in the Purchase of Real Estates, to be settled respectively to the same Uses to which those Towns respectively now stand limited, would respectively afford the Means of making such Improvements: And whereas the only Power of leasing contained in the said Will of the said *William Charles Viscount Clermont* is the One herein-before recited, empowering Leases to be granted in possession for Terms not exceeding Eight Years of the Manors, Messuages, Lands, Tenements, and Hereditaments thereby devised in Settlement as aforesaid: And whereas it is desirable, and would be for the Benefit of the said *Thomas Baron Clermont* and the other Persons interested and to become interested, either under the said Will of the said *William Charles Viscount Clermont* or by Descent from him, in those Portions of the said devised Estates whereof respectively those Towns are Parcels, that such Powers as herein-after in that Behalf are contained of and in connexion with granting Building, Repairing, and Improving Leases of the Lands, Tenements, and Hereditaments in and adjoining or near to the said Towns of *Blackrock* and *Carlingford* respectively, short general Descriptions of which are contained respectively in the First and Second Parts of the Second Schedule to this Act, should be given to the said *Thomas Baron Clermont* and the other Person or Persons herein-after designated in that Behalf, and that such Power as herein-after in that Behalf is contained should be given to the Court of Chancery in *Ireland* of ordering certain Portions of the said Sum of Three thousand one hundred and ninety-five Pounds Fifteen Shillings and One Penny Government Three *per Centum* Stock to be laid out in such Improvements and Works as aforesaid in relation to the Purposes aforesaid; And whereas it would be highly beneficial also to the several Persons interested and to become interested, as well under the said Will of the said *William Charles Viscount Clermont* as by Descent from him, and would also tend to the Development of the Agricultural Resources of the said devised Estates, if such Leasing Powers as herein-after in that Behalf are contained were conferred upon the said *Thomas Baron Clermont*, and the other Person or Persons herein-after designated in that Behalf, over, for Agricultural Purposes, such of the Messuages, Lands, and Hereditaments by that Will devised in Settlement as aforesaid, a short general Description whereof is contained in the First and Second Part of the First Schedule to this Act, and over, for the Purposes of Reclamation and Improvement, the Lands and Hereditaments

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ments herein-after mentioned in that Behalf, of both of which Classes of Hereditaments some Parcels are and some are not subject to the Estate Tail aforesaid of the said *William Mark Millar Fortescue*: And whereas the Mearings of certain Lands in the Third Schedule to this Act specified, Parcel of the said Estates by the said Will of the said *William Charles Viscount Clermont* devised in Settlement as aforesaid, are crooked and irregular, and both inconvenient for Agricultural Purposes and difficult to keep properly fenced and protected from Trespass by Cattle, and it would be for the Advantage of all Persons interested and to become interested in the said Estates, whether under the said Will or by Descent from the said Testator, if, under Powers of Sale and Exchange to be given for that Purpose (the said Will containing neither of such Powers), the said Portions could be so sold or given in Exchange as that by means of Purchases to be made with the Monies received for such Sales or for the Equality of any of such Exchanges, or by means of Lands to be received in Exchange, or by all, some, or One of those Means, the whole or some of the Lands in the Second Part of the said Third Schedule to this Act described or referred to could be acquired, and assured and settled to the same Uses to which the Portions so to be sold or given in Exchange then stand limited: And whereas the Lands respectively described in the First and Second Parts of the Third Schedule to this Act are delineated on a Copy of certain Sheets of the Ordnance Survey, which Copy has been signed by *Thomas Macalister*, and deposited in the Office of the Clerk of the Peace for the County of *Louth*: And whereas the several Purposes aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Thomas Baron Clermont*, the said *Travers Robert Blackley* on behalf of his infant Ward the said *William Mark Millar Fortescue*, and the said *Emily Grace Grantham*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (to wit,)

I. *Thomas William Filgate* of *Arthurstown* in the County of *Louth* in *Ireland*, and *John George Coddington* of *Dulargy* in the said County of *Louth*, Esquires, and the Survivor of them, shall be and they and he are and is constituted hereby the Trustees and Trustee of and for carrying into execution the Purposes of this Act.

Trustees  
appointed  
for carrying  
Act into  
execution.

II. It shall be lawful for the said *Thomas Lord Clermont* at any Time or Times during his Life, and after his Decease for each and every other Person who under the Limitations of the herein-before recited Will of the said *William Charles Viscount Clermont* shall

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have become as Tenant for his own Life entitled to the actual Possession or the Receipt of the Rents and Profits of any of the Hereditaments the Subject of this present Power, at any Time or Times during the Life of the same Person, and also for the Trustees or Trustee for the Time being of this Act, at any Time or Times during the Minority of any and every Person who under the Limitations aforesaid shall be entitled to an Estate Tail in possession in any of the said Hereditaments the Subject of this present Power, but shall be under the Age of Twenty-one Years, by Deed or Deeds, either referring or not referring to this present Power, to be sealed and delivered by him or them in the Presence of and attested by One or more than One Witness, to lease, as respects the said *Thomas Lord Clermont*, any of the Messuages, Lands, and Hereditaments described in the First Schedule to this Act, and as respects the other Donees of this Power, any of such Messuages, Lands, and Hereditaments to the Possession or the Receipt of the Rents and Profits of which such Tenant for Life exercising this Power (the said *Thomas Baron Clermont* excepted), or such infant Tenant in Tail, shall respectively have become or be so entitled, together with the Buildings thereon, and the Appurtenances belonging to the same, to any Person or Persons who shall be willing to take the same for Agricultural Purposes, for any Term or Number of Years absolute not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, so that there be reserved in every such Lease payable during the Estate or Use thereby created the best improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be leased, that at the Time of making such Lease can be obtained or reasonably expected from a solvent Tenant, without Fine or Foregift of any kind, other than the Surrender of any pre-existing Lease or Leases of all or any of the same Premises, so that there be contained in every such Lease such Covenants and such Clause in the Nature of a Condition of Re-entry as herein-after (in Sections VI., VII., and X. of this Act) are specified, and so that the Lessee or Lessees be not by any Clause or Words therein to be contained made punishable for Waste or exempted from Punishment for committing Waste, and so that such Lessee or Lessees do execute a Counterpart or Duplicate of such Lease.

Power to grant Improvement Leases for the Purpose of Reclamation.

III. It shall be lawful for the said *Thomas Lord Clermont* at any Time or Times during his Life, and after his Decease for each and every other Person who under the Limitations of the herein-before recited Will of the said *William Charles Viscount Clermont* shall have become, as Tenant for his own Life, entitled to the actual Possession or the Receipt of the Rents and Profits of any of the Hereditaments the Subject of this present Power, at any Time or Times

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Times during the Life of the same Person, and also for the Trustees or Trustee for the Time being of this Act at any Time or Times during the Minority of any and every Person who under the Limitations aforesaid shall be entitled to an Estate Tail in possession in any of the said Hereditaments the Subject of this present Power, but shall be under the Age of Twenty-one Years, by such Deed or Deeds as mentioned in Section II. of this Act, to lease, as respects the said *Thomas Lord Clermont*, any of the Waste Barren Bog or Mountain Land by the said recited Will devised in strict Settlement as aforesaid, and as respects the other Donees of this Power, any of such Land to the Possession whereof or the Receipt of the Rents and Profits of which such Tenant for Life exercising this Power (the said *Thomas Baron Clermont* excepted), or infant Tenant in Tail, shall have become or be so entitled as aforesaid, together with the Appurtenances thereof, to any Person or Persons willing to reclaim the same, and for any Term or Number of Years absolute not exceeding Thirty-one Years, to take effect in possession, and not in reversion or by way of future Interest, so that there be reserved in every such Lease, payable during the Estate or Use thereby created, the best improved yearly Rent that at the Time of making such Lease can be obtained or reasonably expected from a solvent Tenant, without Fine or Consideration of any kind, other than the Surrender of any pre-existing Lease or Leases of all or any of the same Premises, nevertheless with full Authority to the Person or Persons for the Time being exercising this Power to reserve a reduced Rent, either fixed or progressively increasing for the first Seven Years, and so that there be contained in every such Lease such Covenants in that Behalf, and such Clause in the Nature of a Condition of Re-entry, as herein-after (in Sections VI., VIII., and X. of this Act) are specified, and so that the Lessee or Lessees be not by any Clause or Words therein to be contained made dispunishable for Waste, or excepted from Punishment for committing Waste, and so that such Lessee or Lessees do execute a Counterpart or Duplicate of such Lease.

IV. It shall be lawful for the said *Thomas Lord Clermont* at any Time or Times during his Life, and after his Decease for each and every Person who under the Limitations of the herein-before recited Will of the said *William Charles Viscount Clermont* shall have become, as Tenant for his own Life, entitled to the actual Possession or the Receipt of the Rents and Profits of any of the Hereditaments the Subject of this present Power, at any Time or Times during the Life of the same Person, and also for the Trustees or Trustee for the Time being of this Act at any Time or Times during the Minority of any and every Person who under the Limitations aforesaid shall be entitled to an Estate Tail in possession in any of the

Power to grant Building, Repairing, and Improving Leases.

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said Hereditaments the Subject of this present Power, but shall be under the Age of Twenty-one Years, by such Deed or Deeds as mentioned in Section II. of this Act, to lease, as respects the said *Thomas Lord Clermont*, any of the Messuages, Lands, and Hereditaments in the Second Schedule to this Act comprised, and as respects the other Donees of this Power such of the same Messuages, Lands, and Hereditaments to the Possession or the Receipt of the Rents and Profits of which such Tenant for Life exercising this Power (the said *Thomas Baron Clermont* excepted), or such infant Tenant in Tail, shall respectively have become or be so entitled, with the Appurtenances, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person or Persons who shall be willing to erect or build any new House, Warehouse, Office, Shop, Store, Mill, Factory, Erection, or Building on the said Lands the Subject of this Power, as to the Party or Parties exercising the same shall seem fit, and either with or without any Milldams, Races, Ponds, and other necessary Conveniences for Mills and Factories, and with or without an adequate Portion of adjacent Land so the Subject of this Power as aforesaid not exceeding Three Acres, or to rebuild any of the Messuages, Erections, or Buildings whatsoever which now are or hereafter shall be upon all or any of the said Lands the Subject of this Power as aforesaid, or to erect or build any Messuage or other Building thereon in lieu of or in addition to any House or other Building, or who shall be willing to annex any Lands so the Subject of this Power as aforesaid as a Garden, Pleasure Ground, Plantation, Paddock, Yard, or other Convenience to any House or other Building then erected or built or to be erected or built on any other Part of the Land, or who shall be willing to otherwise improve the same Premises or any Part thereof in such Way as shall be thought adequate to the Interest to be departed with therein; but so that there be reserved in every such Lease, payable half-yearly during the Estate or Use thereby created, the best yearly Rent, to be incident to the immediate Reversion of the Hereditaments so to be leased, which, considering the Nature and Circumstances of the Case, and having regard to the general Benefit of the said Premises, can be reasonably obtained, but with full Power to the Party or Parties making such Lease to reserve a reduced Rent, either fixed or progressively increasing for the first Three Years of the Term, and so that every such Lease be made without taking for the making thereof any Fine or Foregift, other than the Surrender of any pre-existing Lease or Leases of all or any of the same Premises, and so that in every such Lease there be contained such Covenants and such Clause in the Nature of a Condition of Re-entry as herein-after (in Sections VI., IX., and X. of this Act) are directed, and so that the Lessee or Lessees be not by any Clause or Words therein to be contained



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contained made dispunishable for Waste or exempted from Punishment for committing Waste, and so that such Lessee or Lessees do execute a Counterpart or Duplicate of such Lease.

V. Every Lease made under the Power lastly herein-before contained may be made either with or without a Grant to the Lessee or Lessees, and those claiming through or under him or them, of all or any of the Liberties herein-after specified; (that is to say,)

Liberties which may be comprised in Leases for Building, &c.

Liberty to take down any Buildings on the Lands so leased, and to dispose of the Materials in such Way as may be agreed on :

Liberty to erect Villas or detached Residences, with suitable Offices, and to appropriate Parts of the Lands so leased for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise for the Use or Convenience of the Tenants or Occupiers of such Villas :

Liberty to make Milldams, Races, Ponds, and other necessary Conveniences for Mills or Factories, and to appropriate an adequate Portion of other Parts adjacent not exceeding Three Acres of the Land so leased :

Liberty to set out and appropriate any Parts of the Land so leased for the Sites of Squares, Crescents, Streets, Roads, Courts, Wharves, Ways, Avenues, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Esplanades, or other Spaces of Ground, open or enclosed, Easements and Conveniences, for the Accommodation of all or any of the Tenants or Occupiers of the Messuages, Lands, and Hereditaments described or comprised in the Second Schedule to this Act, and the Subject of this Power, as to the Party or Parties exercising the same, or of the Houses or Buildings to be thereon erected or built, or for the general Improvement of the said Premises or any Part thereof :

Liberty to make, under the Lands so set out and appropriated, any Arches, Cellars, Sewers, Drains, or other Easements to any Houses, Buildings, or Lands :

Liberty to dig and raise, and to use or carry away and dispose of, any Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances in, upon, or under the said Lands so leased which it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and to prepare any such Stone or Slate, or manufacture any such Limestone, Earth, or Substance into Lime, Bricks, Tiles, or other Articles, and use the Matters so prepared or manufactured in such new Buildings, Repairs, or Improvements as aforesaid, or sell the Things aforesaid (as may be agreed on) :

Liberty to use and enjoy, upon such Terms as may be agreed upon, any Lands to be appropriated, whether under the present Power or under the Power in that Behalf herein-after contained,

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*Lord Clermont's Estate Act, 1855.*

as and for Gardens, Pleasure Grounds, Esplanades, or other Spaces of Ground, open or enclosed, Easements or Conveniences, and also with or without a Grant to the Lessee or Lessees, and those claiming through or under him or them, of Rights of Way or Water, Sewerage or Drainage, over or under any adjoining or neighbouring Land the Subject of this Power, as to the Party or Parties exercising the same shall seem reasonable, although such Land may not be comprised in such Lease, nor appropriated as aforesaid, and any other Liberties, Easements, or Privileges not unusual in Leases of a similar Description which to the Party or Parties exercising this Power shall seem reasonable.

What Covenants every Lease under this Act must contain.

VI. Every Lease made under this Act shall contain Covenants to the Effect following, so far as they are applicable on the Part of the Lessee, his Executors, Administrators, and Assigns; (that is to say,)

1. To pay when due the Rent reserved, and all Taxes and Impositions payable by the Tenant:
2. To repair, maintain, and keep the demised Premises during the Term in good and substantial Repair, with all Buildings, Fixtures, and Improvements, and all Gates, Hedges, Ditches, Fences, and Drains existing or erected at any Time during the said Term, and in case of any Dwelling House or other Building being comprised in the Lease, then to keep all such Buildings insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof in some One or more of the Public Offices of Insurance for insuring against Loss or Damage by Fire, and to expend the Money to be received by virtue of such Insurance in rebuilding, repairing, and reinstating such Buildings as shall be destroyed or damaged by Fire:
3. To give up peaceable Possession of the demised Premises, with all Buildings, Erections, Fixtures, and Improvements thereon, made or to be made, in good and substantial Repair and Condition, on the Determination of the Lease:
4. That it shall be lawful for the Person or Persons for the Time being entitled to the Premises in reversion immediately expectant on the Determination of the Term, or his or their Agent, at all reasonable Times to enter on and inspect the Premises.

What Covenants Agricultural Leases under this Act must contain.

VII. Every Agricultural Lease made under this Act shall, in addition to the Covenants enumerated in Section VI. of this Act, also contain Covenants to the Effect following on the Part of the Lessee, his Executors, Administrators, and Assigns; (that is to say,)

1. To

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1. To manage, till, and use the Lands demised in due and regular Course of good Husbandry, so that the same shall not be in any-wise injured or deteriorated :
2. Not to burn or permit to be burnt any Part of the Soil or Surface of the Lands demised, without the previous Consent in Writing of the Person or Persons for the Time being entitled to the Premises in reversion immediately expectant on the Determination of the Term.

VIII. Every Lease made under this Act for Improvement by means of Reclamation shall, in addition to the Covenants enumerated in Section VI. of this Act, also contain Covenants to the Effect following, on the Part of the Lessee, his Executors, Administrators, and Assigns ; (that is to say,)

What Covenants Reclamation Leases under this Act must contain.

To proceed to improve the said Lands within Twelve Months after the Commencement of the Lease, and effectually to reclaim at least One Tenth Part of the said Lands during every Three Years of the said Term, until the whole or so much thereof as is capable of Reclamation shall have been reclaimed.

IX. Every Building, Repairing, and Improving Lease made under this Act shall, in addition to the Covenants enumerated in Section VI. of this Act, also contain Covenants to the Effect following, on the Part of the Lessee, his Executors, Administrators, and Assigns ; (that is to say,)

What Covenants Building, Repairing, and Improving Leases under this Act must contain.

In case the Lease is made for the Purpose of having Houses or other Buildings erected and built or finished, a Covenant to build and finish, or to finish, such Houses or other Buildings within a Time to be therein specified for that Purpose :

In case the Lease is made for repairing or improving a Building or Buildings already erected, or for making any other Improvements, a Covenant to make and finish the intended Repairs or Improvements within a Time to be therein specified for that Purpose.

X. In every Lease to be made under the Authority of this Act there shall be contained a Condition or Clause in the Nature of a Condition for Re-entry on Nonpayment of the Rent thereby reserved or any Part thereof at any Time for a Period to be therein specified, not exceeding Forty Days, and for Nonperformance or Nonobservance of any of the Covenants or Agreements therein contained on the Part of the Lessee or Lessees, except such (if any) of the same Covenants and Agreements, not being those for Payment of Rent and Insurance, as the Person or Persons making such Lease shall think it reasonable to except : Provided always, that any such Condition or Clause for Re-entry may, if the Person or Persons making such Lease shall think fit,

What Conditions of Re-entry all Leases under this Act must contain, and how and to what Extent the same may be qualified or apportioned.

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fit, be qualified by a Proviso that no Breach of any Covenant or Agreement to which the said Condition or Clause of Re-entry shall extend (the Covenants for Payment of Rent and for Insurance, and any other Covenant or Covenants which the said Lessor or Lessors shall think it reasonable or proper to exclude, excepted,) shall give any Right of Re-entry until Judgment shall have been obtained in an Action for such Breach, and the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action: Provided also, that the said Condition or Clause for Re-entry may, if the said Lessor or Lessors shall think fit, be so divided or apportioned as that on Breach of any of the Covenants or Agreements to which the same shall extend (such, if any, of those Covenants or Agreements as such Lessor or Lessors shall think it reasonable to exclude, excepted,) it shall give a Right of Re-entry into or upon any Part or Parts only, to be in the Lease specified, and in respect of which such Breach shall have occurred, of the Premises therein comprised, and accordingly, notwithstanding the Determination by virtue of any such Condition or Clause of Re-entry of the Term granted by such Lease as to such Part or Parts only of the said Premises therein comprised, the said Condition or Clause of Re-entry, like the Covenants or Agreements contained in the said Lease, so far as they are applicable, shall remain in full Force as to the Residue of the said Premises.

What other Covenants, Conditions, and Clauses any of the said Leases may contain.

XI. Provided always, That there may be contained in any and every Lease to be made under the Authority of this Act, if the Lessor or Lessors shall think fit, such further or other Covenants, Agreements, Stipulations, Restrictions, Conditions, Clauses, and Provisoes as to him or them shall appear reasonable.

How Condition of Re-entry to enure.

XII. The Benefit of the Condition or Clause for Re-entry to be contained in any Lease to be made under the Authority of this Act, whether reserved to the Lessor or Lessors and his or their Assigns, or Heirs and Assigns only, or to such Party or Parties and Persons, or the Person or Persons who during the Continuance of the same Lease shall for the Time being be entitled to the immediate Reversion expectant on the Term thereby granted, or in whatsoever other Way framed, shall run with and follow the Reversion of the demised Premises, and such Condition or Clause shall accordingly be enforceable and exercisable by Action, Suit, or other Proceeding, both at Law and in Equity, by the Person or Persons who from Time to Time during the Continuance of such Lease shall for the Time being be entitled to the same Reversion.

XIII. It

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XIII. It shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases for the Purposes of building, repairing, or improving as aforesaid, to set out and appropriate any Part of the Lands and Hereditaments herein-before authorized to be leased by him or them for those Purposes as and for Squares, Crescents, Streets, Roads, Courts, Wharves, Ways, Avenues, Sewers, Drains, Reservoirs, Wells, Pumps, Water Pipes, Gas Pipes, Gardens, Pleasure Grounds, Esplanades, Bathing Places, or other Spaces, open or enclosed, Easements or Conveniences, and do all Acts incidental thereto respectively, for the general Improvement of the said Lands or any Part thereof, or the Accommodation of all or any of the Tenants or Occupiers of the same, or of the Houses or Buildings to be erected thereupon, and also, in and by each or any Lease granted for either of the Purposes aforesaid, or by any general Deed or Deeds to be executed by him or them, and to be enrolled in One of Her Majesty's Courts of Record at *Dublin* within Six Calendar Months from the Date or respective Dates of such general Deed or Deeds, to declare the Mode, Terms, and Conditions of such Improvements and Accommodation, and of the Enjoyment of the Benefits thereof, and to give and grant, and as to any such general Deed or Deeds, either before or contemporaneously with or after any such Lease as aforesaid, such Rights, Liberties, Privileges, Easements, and Accommodations as the Person or Persons for the Time being so authorized to grant Leases as aforesaid shall think fit; and it shall also be lawful for the Person or Persons for the Time being authorized as last aforesaid, if he or they shall think it expedient so to do, but not otherwise, to lay out and form all or any of the Squares, Crescents, Streets, Roads, Courts, Ways, or Avenues, and make all or any of the Sewers, Drains, Reservoirs, Wells, and Pumps, and lay down any of the Water Pipes or Gas Pipes, and lay out, enclose, plant, or form all or any of the Gardens, Pleasure Grounds, Esplanades, Bathing Places, or other enclosed or open Spaces herein-before respectively authorized to be set out and appropriated, and build any Baths and Wharves, and make and execute any other Improvements and Works on the said Lands and Premises: Provided always, that no Expenditure of Money by any such Person or Persons as aforesaid for any of the Purposes aforesaid shall give to him or them, or to his or their Executors, Administrators, or Cestuique Trusts, any Charge or Lien on the said Hereditaments for all or any Part of the Monies so expended: Provided always, that it shall nevertheless be competent to the High Court of Chancery in *Ireland* to reimburse him or them, out of the Funds herein-after placed at the Disposal of that Court for making or executing any of the Improvements or Works herein-before authorized to be done and executed, all or any Part of the Monies by such Person or Persons expended

Power to  
lay out  
Squares, &c.  
and execute  
Works.

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*Lord Clermont's Estate Act, 1855.*

for such Improvements or Works which that Court shall deem to be for the Benefit of the Estate.

Power to enter into Contracts for granting Building, Repairing, and Improving Leases, and specifying the Provisions which such Contracts may and must contain.

XIV. Provided always, That it shall be lawful for the Person or Persons for the Time being herein-before by Section IV. of this Act authorized to grant Building, Repairing, and Improving Leases of the Messuages, Lands, and Hereditaments therein mentioned, to enter into any Contract in Writing for making or granting any Lease or Leases of all or any of the Lands herein-before by that Section of this Act authorized to be leased by him or them, together with the Buildings (if any) standing thereon, pursuant to the Powers and at the Rent and subject to the Restrictions herein-before respectively contained, so far as the same shall be applicable, and by such Contract to agree as follows; (that is to say,) to agree, when and as any Lands or Buildings thereby agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved in the Manner and to the Extent to be stipulated in such Contract, by Deed, to be executed and attested as in Section II. of this Act prescribed, to demise or lease the same Lands or Buildings, or any Part thereof, to the Person or Persons contracting to take the same as aforesaid, or his or their Executors, Administrators, or Assigns, or his or their Nominee or Nominees, during the Remainder of the Term to be specified in such Contract, and in such Parcels and under and subject to such Portions of the yearly Rent (to be specified in such Contract) as shall be thought proper, but so that if the yearly Rent to be reserved upon any such Lease shall bear to the whole Rent agreed to be reserved in the Contract a Proportion greater than that which the Value of the Land and Buildings comprised in such Lease when built upon or improved, pursuant to the Contract, will bear to the whole of the Land and Buildings comprised in the Contract when built upon or improved, pursuant to such Contract, (such Values respectively to be estimated by the Surveyor for the Time being of the Donee or Donees of this Power,) the same in such Case shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land and Buildings to be by such Lease demised when built upon or improved, in pursuance of such Contract; and to agree, should the Donee or Donees of this Power so entering into such Contract think the same expedient, that the full Rent specified in such Contract shall or may be reserved in the Leases to be granted of a given Quantity (to be specified in such Contract) of the Lands and Premises thereby agreed to be demised, such given Quantity not being of less annual Value than Six Times the annual Amount of the Rent to be charged thereon, and that the Residue thereof shall be demised by One or more Lease or Leases, at the Option of the Lessee or Lessees, at the yearly Rent of

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of Five Shillings to be reserved by such Lease, or by each of such Leases (if more than One), and to be granted either before or after the full Rent specified in such Contract shall have been reserved by any Lease or Leases to be granted, and generally at such Time or respective Times and in such Manner as may be thought proper; or if no given Quantity of Land for such Purpose shall be specified in such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved by the Lease or Leases granted of a competent Part or Portion of the whole of the Lands thereby agreed to be leased, not being of less annual Value than the annual Amount aforesaid, the Residue thereof (if any) shall be demised by One or more Lease or Leases, at the Option of the Lessee or Lessees, at the yearly Rent of Five Shillings, to be reserved by such Lease or each of such Leases (if more than One); and in the Case of Leases to be granted subject to the yearly Rent of Five Shillings, to agree to grant the same either before or after the Land to be therein comprised shall have been built upon, laid out, or improved; and to agree, that the yearly Rent agreed to be reserved in any such Contract may be made to commence at such Period or Periods within or at the Expiration of Three Years from the Date of such Contract, and may, until the End of such Three Years, be either a small fixed Rent, or One made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and also to agree, that when and as any Lease shall be granted of any Part of the Lands so contracted to be leased the Lands so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom such Contract shall be entered into shall, in respect of such Part of the Lands in such Contract comprised as shall not for the Time being be leased, remain liable to the Payment of such Portion only of the Rent by such Contract agreed to be paid as may be thought proper, and shall in such Contract be provided for; and also to agree, that the Person or Persons with whom such Contract shall be entered into may have, exercise, and enjoy all or any of the Liberties, Easements, and Privileges authorized to be granted to Lessees under the Power of leasing for not exceeding Ninety-nine Years herein-before (in Section IV. of this Act) contained: Provided always, that in every Contract to be entered into as aforesaid there shall be inserted a Clause or Condition for vacating the same as to or for Entry into the Lands and Buildings therein comprised and agreed to be leased, or such Part or Parts thereof as shall not have been actually leased in performance of such Contract, in case the same shall not, within a reasonable

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Such Contracts to be carried into effect by Leases to be granted as aforesaid.

reasonable Time, to be therein appointed, be built on or repaired, laid out, formed, or improved in the Manner in such Contract stipulated, or in case the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall not accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time, to be thereby appointed; and every such Contract as aforesaid shall be binding, and shall be carried into effect by a Lease or Leases, to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and where any such Lease for effectuating any such Contract shall be granted at a yearly Rent of Five Shillings, in consequence of the full Rent agreed to be reserved by the same Contract having been reserved in the Lease or Leases then granted of a competent Part or Portion of the whole of the Lands by such Contract agreed to be leased, a Declaration under the Statute for abolishing Oaths and Affirmations in extra-judicial Matters, made by the accredited Agent or Steward of the Person or Persons making the same Lease, or entitled for the Time being to the immediate Freehold or Inheritance of the thereby demised Premises, that such full Rent has been so reserved as aforesaid, shall, for the Benefit of any Lessee and all Persons claiming under him, be, as against all Persons entitled or to become entitled under the herein-before recited Will of the said *William Charles Viscount Clermont*, or by Descent from him, be *primâ facie* Evidence thereof.

Contracts may be modified or new ones entered into.

XV. It shall be lawful for the Person or Persons for the Time being authorized by this Act to enter into Contracts for making or granting Leases as aforesaid, from Time to Time, by Writing, to enter into any new Contract with any Person or Persons, or the Executors, Administrators, or Assigns of any Person or Persons with whom any Contract for granting a Building or Repairing or Improving Lease shall have been entered into, by virtue of this Act, by way of Addition to or Alteration or Explanation of all or any of the Covenants or Agreements in such Contract contained, or to release the Person or Persons with whom any such Contract shall have been entered into, and his or their Heirs, Executors, Administrators, and Assigns, from the Observance of the whole or any Part of the same Contract, and, if thought expedient so to do, to enter into any new Covenants or Agreements with such Person or Persons, or his or their Executors, Administrators, or Assigns, in lieu of any Part of the same Contract which shall have been so released, or to accept or authorize a Release or Surrender of all or any of the Land comprised in such Contract, and apportion the Rent agreed to be reserved thereby; and in case of any such Release or Surrender, the Lands so released or surrendered may be leased, or be contracted to be



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be leased, and afterwards be leased, under the Powers of this Act, in the same or the like Manner as if no Contract for leasing the same had been previously entered into or executed: Provided always, that the new Contracts, Covenants, and Agreements, by this Enactment authorized to be entered into, and all Contracts altered under this Enactment, when so altered, shall be in conformity with the Powers and Provisions herein-before contained.

XVI. Every Lease granted under the Provisions and according to the Restrictions of the Powers in this Act contained, and not being substantially inconsistent with the Powers given by this Act, shall be deemed and taken to be duly granted, although the same should purport to have been made in pursuance of a previous Contract, and such Contract shall not have been in all respects duly observed; and after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to or to the Benefit of such Lease or to or to the Benefit of the Term or Interest thereby granted.

Leases otherwise warranted by Act, deemed duly made, &c.

After Lease, Contract no Part of Title.

XVII. It shall be lawful for the Person or Persons for the Time being authorized to grant Leases as aforesaid from Time to Time to accept a Surrender or Relinquishment of any then existing Leases, Terms, or Tenancies of any Messuages, Buildings, Lands, or other Hereditaments hereby authorized to be leased, whether such Leases or Tenancies shall or shall not be subsisting at the Time of the passing of this Act, and whether the same shall have been granted under the Power in that Behalf in the said recited Will contained, or shall be created under the Powers or Provisions of this Act, or otherwise, and in every Case for whatever Term or Tenancy the same shall be, and, pursuant to the Powers and subject to the Restrictions herein-before contained, to grant any new Lease or Leases, or enter into any Contract or Contracts for a Lease or Leases, and afterwards accordingly grant a Lease of the Hereditaments comprised in such Lease or Tenancy so surrendered or relinquished, either to the Person or Persons making such Surrender or Relinquishment, or to any other Person or Persons whomsoever, and either alone or together with any other Part or Parts of the Hereditaments hereby authorized to be leased as aforesaid, and as to any Hereditaments hereby authorized to be leased as aforesaid, which may have been previously leased or granted under the Provisions of this Act, in the same Manner as if no Lease had been previously granted of the same under the Provisions of this Act, yet so nevertheless that, so far as regards any Lands or Buildings to be leased for building or repairing or improving Purposes, on a Surrender of any prior Lease thereof which may have been granted under the Provisions of this Act, the same shall be leased only for a Term not exceeding the then unexpired

Surrender of Leases may be accepted, and Premises leased again under Powers of Act.

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Residue of the Term of Years granted by the Lease so surrendered, and at and under the same yearly Rent as was or a larger yearly Rent than was reserved in the surrendered Lease, and so that no Fine or Foregift be taken for making any new Lease whatsoever which shall be made under the present Power.

Premises, Possession of which recovered under Proviso for Re-entry, may be leased again, under Powers of Act.

XVIII. If Possession of any of the Premises to be comprised in any such Lease or Contract as aforesaid shall at any Time or Times be recovered, resumed, or obtained by virtue of any Condition of Re-entry contained in the same Lease or Contract, in such Case the Person or Persons for the Time being authorized to grant any such Lease or enter into any such Contract may lease or by Contract in Writing agree to lease, and afterwards lease, pursuant thereto, the Premises Possession whereof shall have been so acquired as aforesaid, in the same Manner in all respects, as far as may be applicable, as if the same Premises had not been before leased or agreed to be leased under the Powers herein-before contained in that Behalf.

Power to confirm Leases voidable or void on technical Grounds, or grant new ones, under Powers of Act.

XIX. If any Lease which shall be granted or shall purport to be granted by virtue of this Act shall, by reason of any technical Error or Informality, be void or voidable, it shall in every such Case be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to confirm such Lease, or to grant a new Lease of the Lands or Hereditaments therein comprised, pursuant to the Powers and subject to the Restrictions herein-before respectively contained, in lieu of such void or voidable Lease, and at and under a yearly Rent not less in Amount than the Rent which was reserved by such void or voidable Lease.

Evidence of Execution of Counterparts or Duplicates.

XX. Where on any Lease granted under the Powers of this Act there shall be endorsed a Memorandum, signed by the Person or Persons or One of the Persons by whom such Lease was granted, acknowledging that he or they has or have received such Counterpart or Duplicate as herein-before is required to be executed of such Lease, such Memorandum shall, in favour of the Lessee, and all Persons claiming through or under him, be *primâ facie* Evidence that such Counterpart or Duplicate was duly made and executed pursuant to the Provisions of this Act.

Act not to affect the Power of leasing contained in the Will of William Charles Viscount Clermont.

XXI. This Act or anything contained in it shall not extend to annul, suspend, lessen, or prejudicially affect the Power of leasing contained in the said recited Will of the said *William Charles Viscount Clermont*, except in so far as the same Power may be suspended or affected by the Execution of any of the Powers contained in this Act.

XXII. It

*Lord Clermont's Estate Act, 1855.*

XXII. It shall be lawful for the Trustees and Trustee for the Time being of this Act, from Time to Time, during the Lives of the several Persons by the herein-before recited Will of the said *William Charles Viscount Clermont* made Tenants for Life successively of any Hereditaments the Subject of this Power, and the Lives or Life of the Survivors or Survivor of them, and the Term of Twenty-one Years, computed from the Day (inclusively) of the Death of such Survivor, with the Consent in Writing of the said *Thomas Lord Clermont* during his Lifetime, and after his Decease with the like Consent of the Person for the Time being entitled under the Limitations of the said Will to the then first beneficial Estate of Freehold or Inheritance in possession of and in the Hereditaments for the Time being proposed to be sold or exchanged under this Act, or any Guardian or Guardians of any such Person, being an Infant under the Age of Twenty-one Years, to make Sale, convey, and dispose of by way of Sale, or in Exchange for all or any of the Lands or Hereditaments described or referred to in the Second Part of the Third Schedule to this Act, all or any of the Lands or Hereditaments described or referred to in the First Part of the said Third Schedule hereto, with the Appurtenances, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, either together or in Parcels, and either by Public Auction or Private Contract, or partly by each of those Means, for such Price or Prices in Money, or for such Equivalent or Recompence in Lands or Hereditaments, to be situate as described or referred to in the said Second Part of the said Third Schedule hereto, as to the said Trustees or Trustee for the Time being of this Act shall seem reasonable, and so that the Lands or Hereditaments to be received in Exchange as aforesaid may be held either for a clear and indefeasible Estate of Inheritance in Fee Simple, or for a Lease or Leases for Life or Lives renewable for ever, or for any absolute Term whereof not less than Two hundred Years are at the Time of such Exchange unexpired, and with Liberty for them or him the said Trustees or Trustee to reserve Biddings and to buy in at Auctions, and to vary and rescind, on Terms or gratuitously, any Contract for Sale and Exchange, and again to dispose of by way of Sale or Exchange as aforesaid, the Hereditaments bought in or comprised in the rescinded Contracts; and for the Purposes aforesaid it shall and may be lawful to and for the said Trustees or Trustee for the Time being, with such Consent as aforesaid, by any Deed or Deeds, Writing or Writings, to be by them or him sealed and delivered in the Presence of and attested by One Witness or more, to convey and assure the Hereditaments so to be sold or exchanged to and for such Use or Uses, Estate or Estates, Trust or Trusts as shall be required, or shall be thought necessary or expedient, in order to effect any such Sale or Exchange as aforesaid; and thereupon all and every the Hereditaments so sold, exchanged,

Power of Sale and Exchange of certain Hereditaments described.

Certain Hereditaments described to be taken in Exchange.

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exchanged, conveyed, or assured shall be freed and discharged from all and every the Uses, Trusts, and Limitations affecting the same under the herein-before recited Will of the said *William Charles Viscount Clermont*; and it shall and may be lawful for the said Trustees or Trustee for the Time being, upon any such Exchange, to contract or agree for the Payment by any other Party or Parties to any such Exchange of any Sum or Sums of Money by way of Equality of Exchange, and such Monies shall be paid into the Bank of *Ireland*, and be applied in the Manner herein-after directed.

Monies produced by Sales or Exchanges to be laid out in the Purchase of certain other Hereditaments described in Second Part of Third Schedule.

XXIII. When all or any Part or Parts of the said Hereditaments hereby made saleable as aforesaid shall be sold in pursuance of this Act for a valuable Consideration in Money, and also when any Sum or Sums of Money shall be so received for Equality of Exchange, all and every the Sum or Sums of Money which shall arise by such Sale or Sales, or be received for the Equality of such Exchange as aforesaid, shall with all convenient Speed, with the like Consent aforesaid, be in the Manner herein-after directed laid out and invested in the Purchase, under any ordinary or special Conditions of Sale, of all or any of the Lands or Hereditaments described or referred to in the Second Part of the Third Schedule to this Act, whether the Lands or Hereditaments to be so purchased be held for a clear and indefeasible Estate of Inheritance in Fee Simple, or for a Lease or Leases for Life or Lives renewable for ever, or for any absolute Term whereof not less than Two hundred Years are at the Time of the Purchase unexpired.

The Hereditaments to be so purchased or to be received in Exchange to be settled to the like Uses as the Hereditaments sold or given in Exchange.

XXIV. As well the Lands and Hereditaments so to be purchased as to be received in Exchange as aforesaid shall thereafter forthwith be conveyed, assured, and settled to, for, and upon and subject to such and the same Uses, Trusts, Estates, Powers, Charges, and Incumbrances, (including the Powers and Provisions of this Act,) as the Hereditaments to be so sold or exchanged, if not so sold or exchanged, would then have stood settled, limited, or subject to, but so nevertheless that any such Lands or Hereditaments which shall be held for a Term of Years, determinable or absolute, shall not vest absolutely in any Person by the herein-before recited Will of the said *William Charles Viscount Clermont* made Tenant in Tail Male by Purchase of the Hereditaments to be so sold or exchanged, unless and until he shall attain the full Age of Twenty-one Years.

Monies arising from Sales and Exchanges to be in the first instance paid into the

XXV. The Monies to arise by any such Sales, or to be paid for Equality of any such Exchange, in pursuance of this Act, shall respectively be paid by the Purchasers, Exchangees, or other Persons liable to pay such Monies into the Bank of *Ireland*, in the Name and with the Privity of the Accountant General of the High Court of Chancery

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Chancery of *Ireland*, to be placed to his Account there "*Ex parte* the Purchasers of the late Viscount *Clermont's* Estates," pursuant to the Method prescribed by the *Irish* Statute of the Session of Parliament held in the Twenty-third and Twenty-fourth Years of the Reign of King *George* the Third, Chapter Twenty-two, and the General Orders of such Court, and without Fee or Reward.

Bank of Ireland.

XXVI. The Certificate of such Accountant General of the Payment into the Bank of any Monies hereby directed to be so paid, with the Receipt for the same of One of the Cashiers of the Bank, to be thereunto annexed, and therewith filed in the said Court of Chancery, shall from Time to Time be good and effectual Discharges to all Persons so paying the same, according to this Act, for the Monies hereby directed to be so paid which in such Certificates and Receipts respectively shall be expressed to be so paid, and the Purchasers, Exchangees, and other Persons paying such Monies, and taking such Certificates and Receipts respectively, and their respective Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Monies, or be accountable for any Misapplication or Nonapplication of the same or any Part thereof respectively; and an Office Copy of each such Certificate and Receipt shall be sufficient Evidence of the Fact of such Payment in any Court of Law or Equity.

Certificate of Accountant General and Receipt of Cashier to be sufficient Discharges.

XXVII. Of the Monies which shall be paid into the Bank as directed by this Act, a competent Portion shall and may, upon Petition to be preferred to the said Court of Chancery in a summary Way by the Trustees or Trustee for the Time being of this Act, or the Person (if of full Age) who, were the Purchase and Settlement herein-before directed to be made actually made, would be beneficially entitled for the Time being to the Possession or to the Receipt of the Rents and Profits of the Hereditaments to be so purchased and settled, or the Guardian or Guardians of such Person if under the Age of Twenty-one Years, be applied, by the Direction of such Court, in or towards the Discharge of the Costs and Expenses of and attending such Sales and Exchanges, or other the Execution of the Powers and Provisions of this Act in relation to such Monies, and the Surplus of such Monies shall be laid out and invested under the Order of such Court, in such Purchase or Purchases of other Hereditaments as herein-before in that Behalf directed.

Monies paid into Bank to be applied first in Payment of Costs attending Sales and Exchanges, and Execution of Act in relation thereto.

XXVIII. All Monies which shall be paid into the Bank as directed by this Act, but shall not be applied as by the last preceding Section authorized, shall in the meantime, until the same shall be invested in such Purchases or otherwise be so applied, be laid out in the

Interim Investment of Residue of such Monies.

[*Private.*]

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Purchase

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Purchase of *Irish* Government Debentures or *Irish* Treasury Bills, and the Interest arising upon or from such Debentures or Bills, and the Monies received for the same as they shall be respectively paid off by Government, shall be laid out in the Name of such Accountant General in the Purchase of other Debentures or Bills; provided always, that such Court of Chancery may make any such General or Special Orders, if necessary, that whenever the Debentures or Bills of the Date of those in the Hands of such Accountant General shall be in the Course of Payment by Government, and new Debentures or Bills shall be issued, such new Debentures or Bills may be received in Exchange for those which shall be so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange; and in that Event the Interest of the new Debentures or Bills shall be laid out as before directed with respect to the Interest of the old Debentures or Bills which shall be respectively paid off; and all such Government Debentures and Treasury Bills, whether purchased or received in Exchange, shall be deposited in the Bank of *Ireland* in the Name of such Accountant General, and shall there remain until proper Purchases be found and authorized as herein-before directed, and until the same shall by such Court, upon the Application in a summary Way by the said Trustees or Trustee, or such other Person as aforesaid, be ordered to be sold by such Accountant General, for completing such Purchases, or otherwise to be applied in manner hereby directed; provided also, that if the Money arising by the Sale of such Government Debentures and Treasury Bills shall exceed the Amount of the original Purchase or Exchange Money so laid out in Government Debentures and Treasury Bills, then and in that Case the Portion which shall remain after deducting the Amount of the original Purchase Money, and after discharging the Expense of the Applications to such Court relative to such Debentures and Bills, shall be paid to such Person or Persons respectively as would for the Time being have been entitled to receive the Rents and Profits of the Hereditaments hereby directed to be purchased in case the same had been purchased with such original Purchase Money, pursuant to this Act, or shall be paid to the Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

Power to invest a Sum of Stock in the Court of Chancery in *Ireland* in Improvements on the Settled Estates.

XXIX. It shall be lawful for the said Court of Chancery in *Ireland*, by Order of the same Court, to be made upon Petition preferred to such Court in a summary Way by the said *Thomas Lord Clermont*, or other the Person (if of full Age) who, were the Stock herein-after mentioned sold, and the Monies produced by the Sale thereof invested in the Purchase of Lands, as directed by "The *Dublin and Belfast Junction and Navan Branch* Railway Act, 1845," or by "The Lands Clauses Consolidation Act, 1845," which

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which it incorporates, would be beneficially entitled for the Time being to the Possession or the Receipt of the Rents and Profits thereof, or if such Person shall be under Age, then to be made or preferred by the Trustees or Trustee for the Time being of this Act, and, by whomsoever such Petition shall be preferred, with such Consent of or Notice to such Persons or Person as the said Court, in its Discretion, shall consider and declare to be sufficient, to order to be laid out, under the Direction of the said Court, in making, doing, and executing all or any (of which that Court shall approve) of the Improvements and Works herein-before by Section XIII. of this Act authorized to be made, done, or executed, by the Person or Persons therein mentioned, such Parts of the aforesaid Sum of Three thousand one hundred and ninety-five Pounds Fifteen Shillings and One Penny Government Three *per Centum* Stock, now in that Court to the aforesaid Account, not exceeding altogether for such Improvements and Works, so far as they are upon or respect the Hereditaments at or near *Carlingford* described in the Second Part of the Second Schedule to this Act, the Sum of Three hundred Pounds like Stock, and not exceeding altogether for such Improvements and Works, so far as they are upon or respect the Hereditaments at or near *Black Rock*, described in the First Part of the said Second Schedule to this Act, the Sum of Two thousand Pounds like Stock; and that, as between the different Parties interested in the said Sum of Three thousand one hundred and ninety-five Pounds Fifteen Shillings and One Penny Government Three *per Centum* Stock, the said Sums of Three hundred Pounds and Two thousand Pounds, or the Parts thereof respectively laid out under the Authority of this Enactment, shall respectively be borne by and be deemed to have been respectively Parcels of the Sums of Four hundred and fifty-two Pounds Eight Shillings and Sevenpence and Two thousand seven hundred and forty-three Pounds Six Shillings and Sixpence Government Three *per Centum* Stock, of which the said Sum of Three thousand one hundred and ninety-five Pounds Fifteen Shillings and One Penny like Stock, is, as by the Preamble of this Act appears, composed.

XXX. If the said *Thomas William Filgate* and *John George Coddington*, or either of them, or any future Trustees or Trustee of this Act, shall die, or shall reside out of the United Kingdom of *Great Britain* and *Ireland*, or shall be desirous of being discharged or to retire from or shall refuse or decline or become incapable to act in the Execution of the Office of Trustee of this Act, before the Purposes thereof shall have been fully executed and performed, then and so often as any such Case shall happen it shall be lawful for the said *Thomas Lord Clermont* during his Life, and after his Decease for the Person for the Time being under the Limitations of the

Appointment  
of new Trus-  
tees.

*Lord Clermont's Estate Act, 1855.*

the herein-before recited Will of the said *William Charles* Viscount *Clermont* entitled beneficially to the First Estate of Freehold or Inheritance in the thereby devised Hereditaments or any of them, whereof the said *William Mark Millar Fortescue* is now Tenant in Tail in remainder, or for the Person or Persons under the Limitations of the herein-before recited Will of the said *William Charles* Viscount *Clermont* in like Manner entitled beneficially to the First Estate of Freehold or Inheritance in the other Hereditaments thereby settled, if such Person or Persons respectively shall be of full Age, and for the Guardians or Guardian of such Person if he shall be under the Age of Twenty-one Years, by any Deed or Deeds, to be sealed and delivered by him or them, from Time to Time to appoint, with the Approbation of the Court of Chancery in *Ireland*, any other Person or Persons to be a Trustee or Trustees of and for the Purposes of this Act, in the Place of the Trustee or Trustees or any of the Trustees so dying, or desiring to be discharged or to retire, or refusing, declining, or becoming incapable to act as aforesaid, and in any such Case to appoint, with such Approbation of the Court, either One or more than One, instead of any One former Trustee, or a Number of Trustees the same as or greater than the Number of the former Trustees, instead of the former Trustees, and that upon every such Appointment the Trust Funds and Premises (if any) vested in any such Trustees or Trustee as aforesaid for the Time being shall by force of this Act become and be vested in such new Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees thereof, or solely, as the Case may require; and every new Trustee so appointed shall and may act in the Execution of the Powers of this Act, and shall have and be invested with all the same Powers and Authorities, and as fully and effectually, as if he had been originally named a Trustee in and by this Act.

Provisions  
for the In-  
demnity and  
Reimburse-  
ment of  
Trustees.

XXXI. Every Trustee for the Time being of this Act shall and may, with and out of the Monies or Funds which shall come to his Hands by virtue or for the Purposes of this Act, deduct and retain to himself, and pay and allow to his Co-Trustee or Co-Trustees, all Costs, Charges, and Expenses which he or they respectively shall or may incur, sustain, or be put unto in the Execution of the Powers or Purposes of this Act, or in anywise relative thereto; and they or any of them shall not be answerable one for the others or other of them, nor for the Acts, Receipts, Neglects, or Defaults of the others or other of them, nor for the giving or signing or joining in Receipts for the sake of Conformity, nor for any Defect of Title to any Lands or Hereditaments which may be purchased or received in Exchange by virtue of this Act, nor for the Insufficiency or Deficiency of any Securities



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Securities in or upon which the Trust Monies or any of them shall or may be laid out or invested by virtue of this Act, nor for any Person with whom or in whose Hands any Part of the Monies shall or may be deposited or lodged for safe Custody or otherwise in the Execution of the Purposes of this Act; nor for any other Loss or Misfortune whatsoever which may happen to any of the Trust Estate or Property, without their Neglect or wilful Default respectively.

XXXII. Notwithstanding anything herein-before in Section XXIX. Expenses of Act.  
of this Act contained, the said Sum of Three thousand one hundred and ninety-five Pounds Fifteen Shillings and One Penny Government Three *per Centum* Stock shall be applicable, in the first place to the Payment of the Costs, Charges, and Expenses of and attending the preparing, applying for, and obtaining this Act, and, save in so far as any of these may be otherwise specifically provided for, the Costs and Expenses incurred in making the several Applications to the said Court of Chancery in *Ireland* in pursuance of this Act, or otherwise in carrying this Act into complete Execution, and a competent Part of the same Stock shall from Time to Time by such Order of that Court, and to be so made as by the said Twenty-ninth Section of this Act directed in that Behalf, be applied in Payment of such Costs, Charges, and Expenses accordingly; and as between the different Persons interested in the said Sum of Three thousand one hundred and ninety-five Pounds Fifteen Shillings and One Penny Government Three *per Centum* Stock, the Costs, Charges, and Expenses aforesaid, other than those incurred under the said Twenty-ninth Section of this Act, shall be borne by the aforesaid component Parts of that Sum; (*videlicet,*) the aforesaid Sum of Four hundred and fifty-two Pounds Eight Shillings and Sevenpence, and Two thousand seven hundred and forty-three Pounds Six Shillings and Sixpence like Stock, in such Proportions as the said Court shall think just, having regard to the relative Values of the Hereditaments devised by the said Will of the said *William Charles Viscount Clermont*, to the first vested Estate of Inheritance in which the said *William Mark Millar Fortescue* is now entitled, and of the other thereby devised Hereditaments, and treating for that Purpose as still Parcels respectively of those respective Hereditaments the Lands originally Parcels thereof respectively, with the Monies produced by the Sales of which respectively the said respective Sums of Four hundred and fifty-two Pounds Eight Shillings and Sevenpence and Two thousand seven hundred and forty-three Pounds Six Shillings and Sixpence Government Three *per Centum* Stock were purchased; and the said Costs and Expenses incurred under the said Twenty-ninth Section of this Act shall be borne by the one or the other of those Sums by  
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*Lord Clermont's Estate Act, 1855.*

which according to that Section shall be borne the Expenditure thereunder to which such Costs and Expenses relate.

Power to Court of Chancery in Ireland to make Orders for taxing and Payment of Costs.

XXXIII. It shall be lawful for the said Court of Chancery in *Ireland* from Time to Time, on the Application of any Person interested, by Motion or Petition in a summary Way, and upon such Notice to any other Person or Persons as such Court shall consider sufficient, to make such Order or Orders as the said Court shall think fit, not only for taxing the Costs, Charges, and Expenses the Subject of the last preceding Section, or any other Costs, Charges, or Expenses for Payment of which Provision is made by this Act, but also for Payment of the same Costs, Charges, and Expenses, when taxed, out of the respective Funds out of which they respectively are by this Act directed to be paid.

Sinking Fund.

XXXIV. So much of the said Sum of Three thousand one hundred and ninety-five Pounds Fifteen Shillings and One Penny as shall be applied in the Payment of the Costs, Charges, and Expenses of and attending the Preparation, Application for, and obtaining of this Act, or in the making, doing, and executing any of the Improvements and Works by this Act authorized, shall be refunded and made good by the said *Thomas Baron Clermont*, or other the Person or Persons for the Time being in receipt of the Rents and Profits of the Hereditaments devised in Settlement as aforesaid by the herein-before recited Will of the said *William Charles Viscount Clermont*, out of those Rents and Profits, in manner following; (that is to say,) so much of that Sum as shall have been applied in Payment of the Costs, Charges, and Expenses last aforesaid shall be refunded by Twenty equal annual Instalments, the first of which shall be due on the Expiration of the Sixth Year next after the passing of this Act; and such Portions of that Sum as shall from Time to Time be applied for the Purposes of the said Improvements and Works shall be refunded by Twenty-five equal annual Instalments, the first of which shall in each Instance be due on the Expiration of the First Year from the Day on which the Portion of Stock in respect whereof the same shall be due shall have been sold.

Further Regulations as to Sinking Fund.

XXXV. The Sums so to be refunded and made good shall be paid into the Bank of *Ireland* in the Name and with the Privity of the Accountant General of the Court of Chancery in *Ireland*, to be placed to the same Account to which the said Sum of Three thousand one hundred and ninety-five Pounds Fifteen Shillings and One Penny, or the Residue thereof for the Time being, shall be standing, and shall be apportioned between the said component Parts of the said Sum of Three thousand one hundred and ninety-five Pounds Fifteen Shillings and

*Lord Clermont's Estate Act, 1855.*

and One Penny in the same Proportions in which those component Parts respectively shall have contributed towards the Payment of the Sums in replacing which the Monies so to be refunded shall be applicable; and the Sums so refunded shall, so long as the same Person or Persons shall be entitled to receive the Interest of the whole or Residue as aforesaid of the said Sum of Three thousand one hundred and ninety-five Pounds Fifteen Shillings and One Penny, be subject to the same Enactments, Provisions, Directions, Declarations, Trusts, and Limitations as that Sum or Residue shall for the Time being be subject to; and when different Persons shall be entitled to receive the Interest of the different component Parts of the said whole or Residue of the said Sum of Three thousand one hundred and ninety-five Pounds Fifteen Shillings and One Penny, then so much of the Sum so refunded as shall have been apportioned in respect of each such component Part shall be subject to the same Enactments, Provisions, Directions, Declarations, Trusts, and Limitations as the component Part to or in respect of which the same shall have been apportioned: Provided always, that if any Difference shall arise between the several Persons who may hereafter be in receipt of the Rents and Profits of the different Estates devised in Settlement as aforesaid by the said Will of the said *William Charles Viscount Clermont*, as to the Proportions in which the Sums so to be refunded as aforesaid, or any of them, or any Part thereof, shall be contributed by those Persons respectively, then the Matter in difference shall be decided by the said Court of Chancery, upon Application made in a summary Way to the said Court by either of the Parties interested.

XXXVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Executors, Administrators, and Successors respectively, other than and except the Persons designated by Name or otherwise in the next following Section of this Act, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, out of, or upon the Messuages, Lands, Tenements, Hereditaments, and Premises comprised in or affected by this Act, or any Parts thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have had in case this Act had not been passed. General Saving.

XXXVII. The following are the Persons referred to in and by the Exception contained in the last preceding Section of this Act; (to wit,) the said *Thomas Baron Clermont* and his First and other Sons, and their respective Issue Male; the said *Chichester Fortescue* the younger, and his First and other Sons, and their respective Issue Male; Exceptions from General Saving.

*Lord Clermont's Estate Act, 1855.*

Male; the said *William Mark Millar Fortescue* and his Issue Male; the said *John Charles William Fortescue* and his First and other Sons, and their respective Issue Male; the said *Frederick Richard Norman Fortescue* and his First and other Sons, and their respective Issue Male; the said *William Hamilton Fortescue* and his First and other Sons, and their respective Issue Male; the Heirs and Assigns of the said *George Francis Barlow* (as surviving Trustee of the herein-before recited Will of the said Testator *William Charles Viscount Clermont*); the said *Gabriel de Paul, Susan Catherine de Paul, and Francis Barlow*, and their respective Heirs, Executors, Administrators, and Assigns; the said *George Grantham*; and the said *Emily Grace Grantham* and her Heirs and Assigns; and also all other Persons to or upon whom any Estate, Right, Title, or Interest hath been devised or limited, or hath descended or devolved, or shall descend or devolve, under or by virtue or in consequence of the herein-before recited Will of the said Testator *William Charles Viscount Clermont*.

As to the  
Consents of  
J. C. W.  
Fortescue,  
F. R. N.  
Fortescue,  
W. H. For-  
tescue,  
M. de Paul,  
and Madame  
de Paul.

XXXVIII. And whereas the said *John Charles William Fortescue, Frederick Richard Norman Fortescue, William Hamilton Fortescue, Gabriel de Paul, and Susan Catherine de Paul* are at present abroad, and their Consent or the Consent of any or either of them to this Act hath not been proved: Therefore this Act or anything herein contained shall not be of any Effect as against the said *John Charles William Fortescue* or his First or other Sons, or the Issue Male of such First or other Sons respectively, or as against any Person claiming by, from, through, or under him or them respectively, unless and until the Consent of the said *John Charles William Fortescue* on behalf of himself, and also his Consent on behalf of his infant Sons (if any such he shall have at the Time of giving such Consent), or, in case of his Death, leaving infant Sons, the Consent of their Guardian for the Time being on their Behalf, shall be given and enrolled as herein-after provided; nor of any Effect as against the said *Frederick Richard Norman Fortescue* or his First or other Sons, or the Issue Male of his First or other Sons respectively, or as against any Person claiming by, from, through, or under him or them respectively, unless and until the Consent of the said *Frederick Richard Norman Fortescue* on behalf of himself, and also his Consent on behalf of his infant Sons (if any such he shall have at the Time of giving such Consent), or in case of his Death leaving infant Sons, the Consent of their Guardian for the Time being on their Behalf, shall be given and enrolled as herein-after provided; nor of any Effect as against the said *William Hamilton Fortescue* or his First or other Sons, or the Issue Male of his First or other Sons respectively, or as against any Person claiming by, from, through, or under him or them respectively, unless and until the Consent of the said *William Hamilton Fortescue*

on

*Lord Clermont's Estate Act, 1855.*

on behalf of himself, and also his Consent on behalf of his infant Sons (if any such he shall have at the Time of giving such Consent), or in case of his Death leaving infant Sons, the Consent of their Guardian for the Time being on their Behalf, shall be given and enrolled as herein-after provided; nor of any Effect as regards the said *Carlingford* and *Ballymascanlan* Estates, as against the said *Gabriel de Paul* or *Susan Catherine* his Wife, or the Heirs of the said *Susan Catherine de Paul*, or as against any Person claiming by, from, through, or under him, her, or them, unless and until the Consent of the said *Gabriel de Paul* and *Susan Catherine* his Wife shall be given and enrolled as herein-after provided; nor of any Effect at all as regards the Estates, other than the said *Carlingford* and *Ballymascanlan* Estates devised by the said Will of the said *William Charles* Viscount *Clermont*, unless and until the Consent of the said *Gabriel de Paul* and *Susan Catherine* his Wife shall be given and enrolled as herein-after provided; and every such Consent shall be signified in Writing under the Hand of the Person giving the same, and attested by at least One Witness, and shall be enrolled in Her Majesty's High Court of Chancery in *Ireland* within Three Years from the passing of this Act; and every such Consent, when enrolled, shall be deemed Part of this Act, and shall be as binding and conclusive upon the Person or Persons by whom and on whose Behalf the same shall be given, and all Persons claiming or to claim by, from, through, or under him or them respectively, as if such Consent had been obtained and proved before the passing of this Act; and every such Consent may be in the Form or to the Effect following; (that is to say,)

‘ I [here insert the Names of the consenting Party], on behalf of  
 ‘ [here state whether the consenting Party consents only on his  
 ‘ or her own Behalf, or on his own Behalf and on Behalf of others,  
 ‘ or only on Behalf of others,] do hereby consent to “ Lord Clermont’s  
 ‘ Estate Act, 1855.”’

Provided always, that if the said *Gabriel de Paul* shall die before his Consent shall have been signified and enrolled in manner aforesaid, then the Consent of the said *Susan Catherine de Paul* alone, when enrolled in manner aforesaid, shall suffice to bring this Act into as full Effect and Operation as the Consent of her and the said *Gabriel de Paul*, if duly given by both of them, and enrolled as aforesaid, could have done.

XXXIX. In citing this Act in any other Act or Instrument, or in any Proceedings at Law or in Equity, it shall be sufficient to designate it as “ Lord Clermont’s Estate Act, 1855.” Short Title  
of Act.

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XL. This

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*Lord Clermont's Estate Act, 1855.*

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

XL. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

*Lord Clermont's Estate Act, 1855.*

The SCHEDULES to which the foregoing Act refers.

FIRST SCHEDULE.

THE HEREDITAMENTS TO BE CONVEYED ON AGRICULTURAL LEASES.

*First Part.*

THE CLERMONT ESTATE.

Townlands and Sub-denominations.	Parish.	Barony.
Arthurstown	Tallanstown	Ardee.
Mullaghmore	Tallanstown	Ardee.
Philipstown	Philipstown	Ardee.
Christianstown	Darver	Louth.
Dellin	Darver	Louth.
Babeswood	Dromiskin	Louth.
Dromiskin		
Dromiskin Common		
Drumleck		
Mooretown		
Milltown		
Milltown, Old		
Milltown Grange		
Newrath		
Whiterath		
Haggardstown	Haggardstown	Upper Dundalk.
Hainstown	Hainstown	Upper Dundalk.
Gibstown	Louth	Upper Dundalk.
Mandsfieldstown and Woodtown	Mandsfieldstown	Louth.
Tooms and Monavellet	Louth	Louth.
Drummenagh	Gernonstown	Ardee.
Drumleck		
Bally barrack (or Newtownbabe)	Bally barrack	Upper Dundalk.
Carnanbregagh		
Killaly		
Rath	Dundalk	Upper Dundalk.
Priorland		
Dundalk Town and Town Parks		
Rathmore or Plaster	Barronstown	Upper Dundalk.

*Second*

*Lord Clermont's Estate Act, 1855.**Second Part.*THE LORDSHIP OF BALLYMASCANLON ESTATE, AND PART OF  
THE CARLINGFORD ESTATE.

Townlands and Sub-denominations.	Parish.	Barony.
Annies - - - - -	} Ballymascanlon	- Lower Dundalk.
Aghameen - - - - -		
Annaverna - - - - -		
Ballygoley - - - - -		
Carrievabawn (or Part of Dulargy) -		
Drumnasilla - - - - -		
Dromad - - - - -		
Dulargy - - - - -		
Feede - - - - -		
Jenkinstown - - - - -		
Killeen - - - - -		
Loughanmore - - - - -		
Mullaghattin - - - - -		
Moneycrockroe - - - - -		
Proleek (or Proleek Acres) - - - - -		
Piedmont - - - - -		
Ravensdale (or Part of Dulargy) - -		
Rampark - - - - -		
Rockmarshall (or Annaloughan) - - -		
Seotter (Part of Rampark) - - - - -		
Seotter Mountain (ditto) - - - - -		
Spellickanee - - - - -		
Slievenaclogh (or Rockmarshall) - -		
Kilcurry - - - - -	Ballymascanlon.	- Upper Dundalk.
Roskeagh - - - - -	Faughart - - -	
Clohoge Lower - - - - -	} Killevy	- Upper Orior.
Clohoge Newtown - - - - -		
Clohoge Village - - - - -		
Carrievemacloon - - - - -	} Carlingford	- Lower Dundalk.
The Town and Liberties of Carlingford		

*Thomas Macalester.*

## SECOND SCHEDULE.

THE HEREDITAMENTS TO BE CONVEYED ON BUILDING, REPAIRING, AND  
IMPROVING LEASES.*First Part.*

Town of Black Rock, and that Portion of the Townland of Haggardstown bounded on the North by other Portion of the said Lands of Haggardstown, the Estate of Sir Frederick Forster, Baronet, on the West by the Dublin Road, on the South by Part of the Lands of Mooretown, and on the East by the Sea.

*Second*



*Lord Clermont's Estate Act, 1855.*

*Second Part.*

PART OF THE CARLINGFORD ESTATE.

Carlingford Town (or Liberties of Carlingford).  
 Carlingford Demesne - Ditto.  
 Mount Trevor - Ditto.  
 Park Ellis - Ditto.

*Thomas Macalester.*

THIRD SCHEDULE.

*First Part.*

COUNTY OF LOUTH.

Ordnance Sheet No.	Townland.	Reference No. on deposited Copy of Ordnance Survey.	Area to be sold, or given in Exchange. Statute.		
			A.	R.	P.
4	Annies - - -	1	0	2	32
—	Ditto - - -	3	0	0	18
—	Ditto - - -	5	0	1	24
—	Roskeagh - - -	7	0	1	0
—	Ditto - - -	9	4	1	0
—	Feede - - -	11	1	1	2
—	Drumnasillagh - - -	13	1	0	10
—	Ditto - - -	15	0	2	30
4 and 5	Dulargy - - -	17	10	0	20
5	Moneycrockroe - - -	19	5	3	0
—	Ditto - - -	21	1	1	20
—	Spellickanee - - -	23	0	2	10
8	Ballygoley - - -	25	2	0	10
—	Ditto - - -	27	0	2	20
—	Killeen - - -	29	1	2	0
—	Piedmont - - -	31	2	0	0
—	Loughanmore - - -	33	3	0	20
—	Jeninstown - - -	35	2	2	20
14	Christianstown - - -	37	1	0	20
15	Newrath - - -	39	8	1	21
—	Dromiskin - - -	40	7	0	27
—	Dromiskin - - -	43	0	2	0
12	Miltowngrange - - -	45	0	1	0

COUNTY OF ARMAGH.

29	Newtown - - -	1	3	0	0
—	Ditto - - -	3	2	2	0

[Private.]

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Second

*Lord Clermont's Estate Act, 1855.**Second Part.*

## COUNTY OF LOUTH.

Ordnance Sheet No.	Townland.	Reference No. on deposited Copy of Ordnance Survey.	Area to be purchased, or taken in Exchange. Statute.		
			A.	R.	P.
4	Carnmore - - - -	2	0	2	32
—	Redcow - - - -	4	0	0	18
—	Whitemills - - - -	6	0	1	32
—	Carrickedmond - - - -	8	0	1	0
—	Monasreeb - - - -	10	5	1	0
—	Claret Rock - - - -	12	1	1	2
—	Drumnacarra - - - -	14	1	1	0
—	Aghnaskeagh - - - -	16	0	2	30
4 and 5	Ballymakellit - - - -	18	9	1	10
5	Corakit - - - -	20	5	3	0
—	Glenmore - - - -	22	0	2	10
—	Ditto - - - -	24	1	1	20
8	Ditto - - - -	26	2	0	10
—	Benagh - - - -	28	0	2	20
—	Ditto - - - -	30	1	2	0
—	Mountbagnal - - - -	32	2	0	0
—	Maddoxsland - - - -	34	2	3	20
—	Bellurgan - - - -	36	2	2	20
14	Newtown Darver - - - -	38	1	0	20
12	Dromiskin - - - -	41	0	1	4
15	Ditto - - - -	42	15	1	25
—	Castlebellingham - - - -	44	0	2	0
12	Cullenstown - - - -	46	0	1	0

## COUNTY OF ARMAGH.

29	Aghayaloge - - - -	2	3	1	0
—	Killeen - - - -	4	2	2	0

*Thomas Macalester.*

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