



ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

VICTORIÆ REGINÆ.

Cap. 3.

An Act to enable Sir *Charles Compton William Domvile* Baronet to borrow upon the Security of his Entailed Estates, situate in the County of *Dublin*, a Sum of Money for the Repayment to him of a Portion of the Monies laid out by him in the Improvement of the said Estates.

[31st July 1868.]

WHEREAS *Charles Domvile*, late of *Santry House* in the County of *Dublin* in *Ireland*, Esquire, deceased, by his last Will and Testament in Writing bearing Date the 5th Day of *September* 1788, and so executed and attested as to pass Freehold Estates, gave and devised unto Sir *Charles Booth* of *Harriettstown Place* in the County of *Kent*, and the Reverend *Anthony Darby* of *Ballygall* in the County of *Dublin*, and their Heirs, all and singular the Manors, Towns, Lands, and Hereditaments situate in the Kingdom of *Ireland* of or to which he the said *Charles Domvile* or any Person or Persons in trust for him was or were seised or entitled for any Estate of Inheritance in possession, reversion, remainder, or expectancy, or of which he the said *Charles Domvile* had Power to dispose by his Will, with their

Will of C.
Domvile
dated 5th
Sept. 1788.

[Private.]

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Rights,

The Domvile Estate Act, 1868.

Rights, Members, and Appurtenances, to hold unto the said Sir *Charles Booth* and *Anthony Darby*, their Heirs and Assigns, to the Uses, and for the Trusts, Intents, and Purposes, and subject to the Powers, Provisoos, and Declarations, therein-after by the said *Charles Domvile* limited and expressed of and concerning the same, that was to say, as to his Mansion House at *Templeogue* in the County of *Dublin* to the Use of his the said *Charles Domvile's* Wife *Margaret Domvile* (since deceased) during her Life, and as to all other the said Manors, Towns, Lands, Tenements, and Hereditaments to the Use that his said Wife *Margaret Domvile* and her Assigns should receive and take during the natural Life of the said *Margaret Domvile* an annual Sum or Rent of 700*l.* charged upon and issuing and payable out of all the said Lands and Hereditaments, save those devised to her for her Life as aforesaid, and to the further Use and Intent that *Mary Armstrong* and *Michael Canavan*, each of them, and the Assigns of each of them, should during the Lives respectively of the said *Mary Armstrong* and *Michael Canavan* take and receive an annual Sum or Rent of Twenty-one Pounds charged upon and issuing and payable out of the same Lands and Hereditaments as the said Annuity to the said *Margaret Domvile*, and subject to the said annual Sums or Rents as to the Manors and other Hereditaments charged therewith to the Use of *Thomas Baker* of *Cardiff* in the County of *Dublin*, and *John Evans* the younger of *Stephen's Green, Dublin*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, upon the Trusts and for the Purposes therein-after declared of and concerning the same, and after the Expiration of the said Term of One hundred Years, and in the meantime subject thereto as to the Manors and Hereditaments charged with the Payment of the said annual Sums, and as to the Premises thereby devised to the said *Charles Domvile's* Wife, immediately after her Decease, to the Use of the said Sir *Charles Booth* and *Anthony Darby*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon the Trust and for the Purposes therein-after declared of and concerning the same, and after the Determination of the said Term of One thousand Years, and in the meantime subject thereto, to the Use of his the said *Charles Domvile's* eldest Son *Charles Domvile* (since deceased) during his natural Life, and from and after the Determination of that Estate by Forfeiture or otherwise during his Lifetime to the Use of the said Sir *Charles Booth* and *Anthony Darby*, their Heirs and Assigns, during the Life of the said *Charles Domvile*, upon trust to support contingent Remainders, and from and after the Decease of the said *Charles Domvile* to the Use of the First and every other Son of the Body of the said *Charles Domvile*, and the Heirs Male of the Body and respective Bodies of all and every such Sons and Son successively, and in Remainder one after another,

The Domvile Estate Act, 1868.

another, the elder of such Sons and the Heirs Male of his Body being always to be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies, Remainder to the Use of his the said *Charles Domvile* the elder's Second Son *Compton Domvile* (since deceased) and his Assigns during his natural Life, without Impeachment of Waste, and from and after the Determination of that Estate by Forfeiture or otherwise during his Lifetime to the Use of the said Sir *Charles Booth* and *Anthony Darby*, their Heirs and Assigns, during the Life of the said *Compton Domvile*, upon trust to support contingent Remainders, and from and after the Decease of the said *Compton Domvile* to the Use of the First and every other Son of the Body of the said *Compton Domvile*, and the Heirs Male of the Body and respective Bodies of all and every such Sons and Son successively, and in Remainder one after another, the elder of such Sons and the Heirs Male of his Body being always to take before and be preferred to the younger of such Sons, and the Heirs Male of his and their Body and respective Bodies, with divers Remainders over; and the said *Charles Domvile* thereby bequeathed unto the said Sir *Charles Booth* and *Anthony Darby*, their Executors, Administrators, and Assigns, all and singular the Messuages, Tenements, and Lands then held by him by Lease from the Archbishop of *Dublin*, or to be held by him at the Time of his Decease by virtue of any Renewal or Renewals of the said Lease, with their Appurtenances, being the Lands and Premises set forth and more particularly described in Part II. of the Schedule (A.) to this Act annexed, with their Appurtenances, held under Lease for a Term of Twenty-one Years, to hold unto the said Sir *Charles Booth* and *Anthony Darby*, their Executors, Administrators, and Assigns, during all and every the Term and Terms of Years for which the same were then or thereafter should be held by virtue of any Renewal Fine, to be held upon the Trusts and for the Purposes therein-after declared of and concerning the same, (that was to say,) upon trust out of the Rents and Profits of the Premises yearly and every Year to pay, satisfy, and perform the Rent, Covenants, and Agreements in the then subsisting or any renewed Lease reserved and contained, and on the Part of the Lessee to be paid or performed, and upon further Trust out of the said Rents and Profits to pay such Sum or Sums of Money as should be sufficient to defray the Fine or Fines and other Charges of renewing the then subsisting Lease or any renewed or after-taken Lease of the said Premises; and the said *Charles Domvile* thereby declared his Will to be that, subject to the aforesaid Trusts, the said Sir *Charles Booth* and *Anthony Darby*, their Executors, Administrators, and Assigns, should stand and be possessed of and interested in the Premises comprised in the said Lease or any Lease thereafter to be taken of the said Premises upon the Trusts and for the Intents and Purposes therein-after declared of and concerning the same, (that was to say,) upon trust to permit the said *Charles Domvile*

The Domvile Estate Act, 1868.

Domvile the younger and his Assigns during so many Years as he should live of the Term or Terms of Years then subsisting, or which by virtue of any Renewal or Renewals as aforesaid should at any Time thereafter subsist; in the said Leasehold Premises, to have and enjoy the same Leasehold Premises, and to receive and take the Rents and Profits thereof to and for his and for their own Use and Benefit, and after the Decease of the said *Charles Domvile* the younger upon trust to assign the said Leasehold Premises for the Term and Terms of Years then to come and unexpired to such Son of the said *Charles Domvile* who first should attain the Age of Twenty-one Years, or depart this Life under that Age leaving Issue Male of his Body lawfully begotten, his Executors, Administrators, and Assigns, and if there should be no Son of the Body of the said *Charles Domvile* the younger who should attain the Age of Twenty-one Years, or depart this Life under that Age leaving Issue Male of his Body lawfully begotten living at the Time of his Decease, upon trust to permit the said *Compton Domvile* and his Assigns in like Manner during his Life to have and enjoy the same Leasehold Premises, and to receive and take the Rents and Profits thereof to and for his and their own Use and Benefit, and after the Decease of the said *Compton Domvile* upon trust to assign the same Leasehold Premises for the Term and Terms of Years then to come and unexpired to such Son of the said *Compton Domvile* who first or alone should attain the Age of Twenty-one Years, or should depart this Life under that Age leaving Issue Male of his Body lawfully begotten living at the Time of his Decease, his Executors, Administrators, or Assigns, with divers Remainders over; and in the said Will were contained such Powers of leasing the said Fee Simple Freehold and Leasehold Estates and Premises, and such other Clauses and Provisions as are therein more particularly set forth :

Codicil
dated 5th
Sept. 1788.

And whereas by a Codicil in Writing to his said Will bearing Date the Fifth Day of *September* One thousand seven hundred and eighty-eight, and so executed and attested as to pass Freehold Estates, the said *Charles Domvile* devised and bequeathed all his Leasehold Estates whether for Lives or Years of which he was or at the Time of his Decease should be possessed, over and above the Estates mentioned by his said recited Will to be held by him by Lease from the Archbishop of *Dublin*, to the said Sir *Charles Booth* and *Anthony Darby*, their Executors, Administrators, and Assigns, for all his Estate and Interest therein, upon and for the same Trusts, Intents, and Purposes as were by the said Will declared concerning the Leasehold Estates therein mentioned to be held by him by Lease from the Archbishop of *Dublin* :

Codicil dated
13th of May
1809.

And whereas the said *Charles Domvile* afterwards duly made and published a Second Codicil to his said Will, which was also duly attested,

The Domvile Estate Act, 1868.

attested, and was dated the Thirteenth of *May* One thousand eight hundred and nine, but did not thereby revoke or alter the Devises and Bequests in the said Will and First Codicil contained, and herein-before set forth :

And whereas the said Sir *Charles Booth*, *Anthony Darby*, and *Charles Domvile* the younger died during the Lifetime of the said Testator *Charles Domvile* the elder, and the said *Charles Domvile* the younger never was married or had any Issue : And whereas at the Date of the making and publishing of the said Will and Codicils, and at the Time of his Death herein-after mentioned, the said *Charles Domvile* the elder was seised of an Estate of Inheritance in Fee Simple in possession of the Lands and Premises more particularly described and set forth in Part I. of the Schedule (A.) to this Act annexed, and was possessed of the Leasehold Estates by Lease from the Archbishop of *Dublin*, and in Part II. of the Schedule to this Act more particularly described and set forth : And whereas the said *Charles Domvile* the elder departed this Life in or about the Year One thousand eight hundred and ten without altering or revoking his said Will and Codicils, and leaving the said *Compton Domvile* in the said Will mentioned his eldest Son him surviving, who thereupon became entitled under the said Will and First Codicil to the several Fee Simple Freehold and Leasehold Estates and Premises in the said Will and First Codicil comprised for an Estate for Life, with Remainder as to the said Fee Simple and Freehold Estates to his First and other Sons in Tail Male, and as to the said Leasehold Premises with Remainder to the Use of his First Son who should attain the Age of Twenty-one Years, or die under that Age leaving Issue Male of his Body, his Executors, Administrators, and Assigns :

And whereas Letters of Administration, with the said Will and Two Codicils annexed, of the Goods of the said *Charles Domvile* were on the Fifth Day of *June* One thousand eight hundred and ten duly granted forth of the proper Ecclesiastical Court in *Ireland* to the said *Compton Domvile* :

Administra-
tion granted
5th June
1810.

And whereas the said *Compton Domvile* (herein-after called Sir *Compton Domvile*) afterwards intermarried with *Elizabeth Frances Lindsay*, by whom he had Issue One Child only, (that is to say,) *Compton Charles Domvile* herein-after more particularly referred to : And whereas the said *Elizabeth Frances Lindsay* afterwards in or about the Year One thousand eight hundred and twelve departed this Life, leaving her Husband the said Sir *Compton Domvile* and the said *Compton Charles Domvile* her only Child her surviving : And whereas the said Sir *Compton Domvile* afterwards in or about the Year One thousand eight hundred and fifteen inter-

Sir Compton
Domvile
married
Elizabeth
Frances
Lindsay.

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married

The Domvile Estate Act, 1868.

married with *Sarah Helena Trench*, by whom he had Issue Three Sons, named *Frederick Domvile*, the eldest Son, who died about the Year One thousand eight hundred and twenty-eight, in the Lifetime of the said *Sir Compton Domvile*, at the Age of about Seven Years, *Charles Compton William Domvile*, now *Sir Charles Compton William Domvile*, the Second Son, and *William Compton Domvile*, the Third Son, and Three Daughters, namely, *Anne Helena Domvile*, *Louisa Elizabeth Domvile*, and *Emily Frances Domvile*:

Indenture
dated 12th
April 1837.

And whereas by Indenture dated the Twelfth Day of *April* One thousand eight hundred and thirty-seven, and expressed to be made between *Richard* Lord Archbishop of *Dublin* and Bishop of *Glendelagh* of the one Part and the said *Sir Compton Domvile* of the other Part, the said *Richard* Lord Archbishop of *Dublin* and Bishop of *Glendelagh*, for the Considerations therein mentioned, demised and let unto the said *Sir Compton Domvile* all that and those the Lands and Premises more particularly set forth in Part II. of the Schedule to this Act annexed, to hold the said demised Premises unto the said *Sir Compton Domvile*, his Executors, Administrators, and Assigns, for the Term of Twenty-one Years from the Twenty-fifth Day of *March* then last past, at the Rent and subject to the Covenants and Agreements in the said Indenture of Lease more particularly mentioned:

Indenture
dated 24th
Feb. 1841.

3 & 4 W. 4.
c. 37.

And whereas by Indenture dated the Twenty-fourth Day of *February* One thousand eight hundred and forty-one, and expressed to be made between the said *Richard* Lord Archbishop of *Dublin* and Bishop of *Glendelagh* of the First Part, the Ecclesiastical Commissioners for *Ireland* of the Second Part, and the said *Sir Compton Domvile* of the Third Part, the said Archbishop of *Dublin* pursuant to and by virtue and Authority of an Act of Parliament passed in the Third and Fourth Years of the Reign of His late Majesty King *William IV.*; intituled *An Act to alter and amend the Laws relating to the Temporalities of the Church in Ireland*, and in consideration of a Sum of Four thousand one hundred and seven Pounds Five Shillings paid by the said *Sir Compton Domvile*, and for the other Considerations therein mentioned, granted, released, and confirmed unto the said *Sir Compton Domvile* and to his Heirs all that and those the Lands and Premises in Part II. of the Schedule (A.) hereunto annexed, described, and set forth, to have and to hold the said Premises unto the said *Sir Compton Domvile* and his Heirs to the Use of the said *Sir Compton Domvile*, his Heirs and Assigns for ever, in as full, large, ample, and beneficial a Manner as the said Archbishop of *Dublin* and Bishop of *Glendelagh* had Power or Authority to grant the same under or by virtue of the said recited Act, at the Rents and subject to the Covenants and Agreements in the said Indenture reserved and contained:

And

The Domvile Estate Act, 1868.

And whereas by Indenture dated the Twenty-eighth Day of *June* One thousand eight hundred and forty-one, and expressed to be made between the said Sir *Compton Domvile* of the First Part, the said *Compton Charles Domvile*, eldest Son of the said Sir *Compton Domvile*, of the Second Part, and *Francis James Card* and *Oliver Richard Lambert* of the Third Part, the said Sir *Compton Domvile* and *Compton Charles Domvile* for the Purpose of barring, extinguishing, and destroying all Estates Tail or *quasi* Estates Tail and all Remainders and Reversions thereupon expectant of and in the said Lands in Part II. of the Schedule (A.) hereunto annexed set forth, under and by virtue of the said recited Will of the said *Charles Domvile*, or otherwise howsoever, and to limit and assure the same upon and for the several Uses, Trusts, and Purposes therein declared, granted, released, and confirmed unto the said *Francis James Card* and *Oliver Richard Lambert*, their Heirs and Assigns, all that and those the said Lands and Premises in the said Part II. of the Schedule (A.) hereunto set forth, to have and to hold unto the said *Francis James Card* and *Oliver Richard Lambert*, their Heirs and Assigns, subject however to the yearly Rents and Covenants reserved and contained by and in the said Indenture of the Twenty-fourth Day of *February* One thousand eight hundred and forty-one to the Executors or Administrators of the said Sir *Compton Domvile*, to the Use of the said Sir *Compton Domvile* and his Assigns during the Term of his natural Life, without Impeachment of Waste, and from and after the Decease of the said Sir *Compton Domvile* to the Use of the said *Compton Charles Domvile*, his Heirs and Assigns for ever: And whereas the said last-recited Indenture was afterwards on or about the Eighteenth Day of *August* One thousand eight hundred and forty-one duly enrolled in the Office of the Rolls of Her Majesty's High Court of Chancery in *Ireland* pursuant to the Provisions of the Act of Parliament passed in the Fourth and Fifth Years of the Reign of His late Majesty King *William IV.*, intituled *An Act for the Abolition of Fines and Recoveries and for the Substitution of more simple Modes of Assurance in Ireland*, and was duly registered in the Office for registering Deeds in *Ireland* on the Eleventh Day of *February* One thousand eight hundred and forty-two:

Indenture
dated 28th
June 1841.

Enrolled
18th August
1841.

4 & 5 W. 4.
c. 92.

And whereas by Indenture dated the Twenty-ninth Day of *March* One thousand eight hundred and forty-two, and expressed to be made between the said Sir *Compton Domvile* of the First Part, the said *Compton Charles Domvile*, eldest Son of the said Sir *Compton Domvile*, of the Second Part, and *Oliver Richard Lambert* of the Third Part, the said Sir *Compton Domvile* and *Compton Charles Domvile* for the barring of all Estates Tail in the Lands, Hereditaments, and Premises, amongst others, in Parts I. and II. of the Schedule

Indenture
dated 29th
March 1842.

The Domvile Estate Act, 1868.

Schedule (A.) hereunto annexed set forth and described, and all Reversions and Remainders expectant thereon, and for the Purpose of carrying out certain Agreements, granted and conveyed unto the said *Oliver Richard Lambert*, his Heirs and Assigns, amongst others, all that and those the Lands, Tenements, and Hereditaments in Parts I. and II. of the Schedule (A.) hereunto annexed set forth, to have and to hold unto the said *Oliver Richard Lambert* and his Heirs, freed and discharged of and from the said Estates Tail, and all Remainders and Reversions to take effect on the Determination or in defeazance of such Estates Tail, to and for such Trusts, Intents, and Purposes as the said *Sir Compton Domvile* and the said *Compton Charles Domvile* should by a certain Indenture then engrossed and ready for Execution, and which bore or was intended to bear even Date therewith: And whereas the said Deed was afterwards, on or about the Eighteenth Day of *May* One thousand eight hundred and forty-two, duly enrolled in the Office of the Rolls of Her Majesty's High Court of Chancery in *Ireland* pursuant to the Provisions of the Act of Parliament lastly before mentioned:

Enrolled
18th May
1842.

Indenture
dated 29th
March 1842.

And whereas by One other Indenture dated also the Twenty-ninth Day of *March* One thousand eight hundred and forty-two, and expressed to be made between the said *Sir Compton Domvile* and *Compton Charles Domvile* his eldest Son of the First Part, *Francis James Card* and *Oliver Richard Lambert* of the Second Part, *Henry Barry Domvile*, *Frederick Leopold Arthur*, and *David Henry Sherrard* of the Third Part, the Reverend *Henry Barry Domvile*, *William Sherrard*, and *John Measure* of the Fourth Part, the Venerable *Charles Lindsay* and *Christopher Domvile* of the Fifth Part, and *Sir Frederick William Trench*, the Reverend *William Domvile*, and *Thomas Sherrard* of the Sixth Part, after reciting, amongst other things, that the said *Sir Compton Domvile* had by Purchase become entitled to an Estate of Inheritance in Fee Simple in possession of certain Lands, Hereditaments, and Premises therein more particularly described and set forth, and after reciting the said herein-before lastly-recited Indenture of the Twenty-ninth Day of *March* One thousand eight hundred and forty-two, and that all the Lands and Hereditaments therein described were thereby granted and conveyed to, upon, and for such Uses, Trusts, Intents, and Purposes as the said *Sir Compton Domvile* and the said *Compton Charles Domvile* should by the said Indenture now in recital jointly appoint, it was, amongst other things, witnessed that the said *Sir Compton Domvile* and the said *Compton Charles Domvile* in execution of the Power in the said lastly-recited Indenture contained and reserved, and of all other Powers in that Behalf them authorizing thereunto, did irrevocably direct, limit, and appoint that all the said Lands, Hereditaments, and Premises in the said lastly-recited Indenture

The Domvile Estate Act, 1868.

ture comprised should thenceforth remain and continue to the Uses, upon and for the Trusts and Purposes, therein-after declared and expressed of and concerning the same; and it was by the said Indenture further witnessed that the said Sir *Compton Domvile* and the said *Compton Charles Domvile*, and the said *Francis James Card* and *Oliver Richard Lambert* granted, bargained, sold, and released unto the said *Henry Barry Domvile*, *Frederick Leopold Arthur*, and *David Henry Sherrard*, their Heirs and Assigns, amongst others, all that and those the Lands, Hereditaments, and Premises in Parts I. and II. of the Schedule (A.) hereunto annexed set forth, to hold the said Lands and Premises unto the said *Henry Barry Domvile*, *Frederick Leopold Arthur*, and *David Henry Sherrard*, their Heirs and Assigns, to the Uses and upon the Trusts therein-after declared of and concerning the same, (that was to say,) to the Intent and Purpose to corroborate certain Leases thereof theretofore made and executed, and subject thereto, and to a Term of Ninety-nine Years thereby created and since determined, to the Use of the said Sir *Compton Domvile* and his Assigns for and during the Term of his natural Life, and from and after the Decease of the said Sir *Compton Domvile*, and subject to a Term of One hundred Years thereby created and vested in the said *Henry Barry Domvile*, *William Sherrard*, and *John Measure*, their Executors, Administrators, and Assigns, and to another Term of One thousand Years thereby created and vested in the said *Charles Lindsay* and *Christopher Domvile*, their Executors, Administrators, and Assigns, to the Use of the said *Compton Charles Domvile* and his Assigns during the Term of his natural Life, with Remainder to Trustees to support contingent Uses during the Lifetime of the said *Compton Charles Domvile*, with Remainder to the Use of the First and every other Son of the Body of the said *Compton Charles Domvile* in Tail Male, and in default of such Issue to the Uses, upon and for the Trusts, Intents, and Purposes, in and by the said herein-before recited Will of the said *Charles Domvile* limited and declared concerning the Estates thereby devised in Remainder after the Estate in Tail Male thereof given or limited to the First Son of the Body of the said Sir *Compton Domvile*; and in the said Indenture it was declared that the said Term of One hundred Years was limited to the said Trustees upon trust to permit the Person or Persons entitled to the Reversion of the said Lands, Hereditaments, and Premises to receive the Rents and Profits thereof until Default should be made in the Payment of the yearly Rent-charge of Two thousand Pounds, to commence from the Decease of the Survivor of the said Sir *Compton Domvile* and *Compton Charles Domvile*, for any Wife whom the said *Compton Charles Domvile* might marry, and who should become his Widow, as should by him the said *Compton Charles Domvile* by any Deed or Deeds to be by him executed be charged upon the said Lands, Hereditaments, and

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The Domvile Estate Act, 1868.

Registered
23d July
1842.

Premises, and which, together with the Power of Distress and all other usual and proper Powers for recovering the same, he was thereby empowered to charge thereon accordingly: And whereas the said Indenture was registered in the Registry Office on the Twenty-third Day of *July* One thousand eight hundred and forty-two:

Indenture
dated 9th
April 1842.

And whereas by Indenture bearing Date the Ninth Day of *April* One thousand eight hundred and forty-two the said *Compton Charles Domvile*, in exercise of the Power reserved to him in the said Indenture of the Twenty-ninth Day of *March* One thousand eight hundred and forty-two, charged the Lands, Hereditaments, and Premises in Parts I. and II. of the Schedule (A.) hereunto annexed set forth with the Payment of a Rentcharge of Two thousand Pounds to *Isabella Maria Arthur* for and during her Life, to commence from the Decease of the Survivor of the said *Compton Charles Domvile* and the said *Sir Compton Domvile*: And whereas the said *Compton Charles Domvile* intermarried with *Isabella Maria Arthur*, and afterwards departed this Life in or about the Year One thousand eight hundred and fifty-two without ever having had lawful Issue, leaving his Father the said *Sir Compton Domvile* and the said *Charles Compton William Domvile*, his eldest Brother of the Half Blood, him surviving:

Indenture
dated 23d
Aug. 1854.

And whereas by Indenture dated the Twenty-third Day of *August* One thousand eight hundred and fifty-four, and expressed to be made between the said *Sir Compton Domvile* of the First Part, the said *Charles Compton William Domvile* of the Second Part, and *Daniel Boys* of the Third Part, the said *Sir Compton Domvile* and *Charles Compton William Domvile* for the Purpose of barring all such Estates Tail of the said *Charles Compton William Domvile* as therein mentioned in the said Lands, Hereditaments, and Premises in Parts I. and II. of the Schedule (A.) hereunto annexed comprised, and all the Remainders and Reversions expectant thereon, granted, released, and confirmed unto the said *Daniel Boys*, his Heirs and Assigns, all that and those the said Lands, Hereditaments, and Premises, to hold the same Premises unto the said *Daniel Boys*, his Heirs and Assigns, subject to the subsisting Charges thereon, freed and discharged of and from the Estate in Tail Male of the said *Charles Compton William Domvile* under the herein-before secondly-recited Indenture of the Twenty-ninth Day of *March* One thousand eight hundred and forty-two, and the said recited Will and Codicils of the said *Charles Domvile*, and all the Estates, Interests, and Powers, to take effect after the Determination or in defeazance of such Estate or Estates in Tail Male, upon the Uses, and for such Trusts, and subject to such Powers as the said *Sir Compton Domvile* and

The Domvile Estate Act, 1868.

and *Charles Compton William Domvile* should by Deed or Deeds jointly direct, limit, or appoint, and for default of and subject to any such Appointment to the Uses, upon and for the Trusts, and subject to the Powers and Provisions upon and subject to which the said Estates stood limited and subject immediately before the Execution thereof: And whereas the said Indenture was afterwards, on or about the Eighteenth Day of *October* One thousand eight hundred and fifty-four, duly enrolled in the Office of the Rolls of Her Majesty's High Court of Chancery in *Ireland* pursuant to the Provisions of the Act of Parliament herein-before referred to: And whereas the said *Sir Compton Domvile* previously to and at the Time of the Execution of the Indenture next herein-after recited was seised of an Estate of Inheritance in Fee Simple in possession of the Lands, Hereditaments, and Premises more particularly described and set forth in Part III. of the Schedule (A.) to this Act annexed:

Enrolled
18th Oct.
1854.

And whereas by Indenture dated the Twenty-fourth Day of *August* One thousand eight hundred and fifty-four, and expressed to be made between the said *Sir Compton Domvile* of the First Part, the said *Charles Compton William Domvile*, the then eldest Son of the said *Sir Compton Domvile*, of the Second Part, *David Henry Sherrard* and *Daniel Boys* of the Third Part, and *William Charles Caldwell* and *Charles Cobbe* of the Fourth Part, it was, amongst other things, witnessed that in pursuance and execution of the Power of Appointment in the said lastly-recited Indenture of the Twenty-third Day of *August* One thousand eight hundred and fifty-four the said *Sir Compton Domvile* and the said *Charles Compton William Domvile* did jointly and irrevocably direct, limit, and appoint that, amongst others, the Lands, Hereditaments, and Premises in Parts I. and II. of the Schedule (A.) hereto annexed comprised should go and remain, and that the said lastly-recited disentailing Assurance should operate and enure, subject to certain Charges and Terms of Years therein mentioned, to the Uses, upon and for the Trusts, therein-after declared of and concerning the same; and by the said Indenture the said *Sir Compton Domvile* did also convey unto the said *David Henry Sherrard* and *Daniel Boys* and their Heirs (amongst others) the Lands, Hereditaments, and Premises comprised in Part III. of the Schedule (A.) to this Act annexed, to hold the same unto the said *David Henry Sherrard* and *Daniel Boys*, their Heirs and Assigns, to the Uses, upon and for the Trusts, therein-after declared of and concerning the same; and it was further declared that the Direction, Limitation, and Appointment and also the Conveyance therein-before contained should operate and enure, subject to a Term of One hundred and fifty Years thereby created and vested in the said *William Charles Caldwell* and *Charles Cobbe*, to the Use of the said *Sir Compton Domvile* and his Assigns during the Term of his natural

Indenture
dated 24th
Aug. 1854.

Life,

The Domvile Estate Act, 1868.

Life, without Impeachment of Waste, and from and after the Decease of the said Sir *Compton Domvile* to the Use of the said *Charles Compton William Domvile* and his Assigns during his Life, with Remainder to Trustees to preserve contingent Uses during the Lifetime of the said *Charles Compton William Domvile*, and from and after the Decease of the said *Charles Compton William Domvile* to the Use of the First and other Son of the said *Charles Compton William Domvile*, and the Heirs Male of his and their respective Bodies successively, according to Priority and Seniority of Birth, the elder of such Sons and the Heirs Male of his Body to be always preferred before the younger and the Heirs Male of his Body, and in default of such Issue to the Use of *William Compton Domvile*, Second then surviving Son of the said Sir *Compton Domvile*, and his Assigns during his Life, with Remainder to the Use of Trustees during his Life to preserve contingent Remainders, and from and after the Decease of the said *William Compton Domvile* to the Use of the First and other Sons of the said *William Compton Domvile* and the Heirs Male of his and their respective Bodies successively, the elder of such Sons and the Heirs Male of his Body to be always preferred before the younger and the Heirs Male of his Body, with Remainder to the Use of the First and other Daughters of the said *Charles Compton William Domvile* and the Heirs Male of her and their respective Bodies successively, the elder of such Daughters and the Heirs Male of her Body to be always preferred before the younger and the Heirs Male of her Body, with Remainder to like Uses in favour of the Daughter and Daughters of the said *William Compton Domvile* and the Heirs Male of the Bodies of such Daughter and Daughters, with Remainder upon trust during the Life of *Anne Helena Winnington*, Wife of Sir *Thomas Edward Winnington* Baronet, to pay to her the Rents, Issues, and Profits for her sole and separate Use, without Power of Anticipation, with Remainder to the Use of *Francis Salway Winnington*, Second Son of the said *Anne Helena Winnington*, and his Assigns for Life, with Remainder to the Issue of the said *Francis Salway Winnington* in Tail Male as therein more particularly mentioned, with Remainder to the Use of the Third and other subsequently born Sons of the said *Anne Helena Winnington* in like Manner in Tail Male, with Remainder upon the like Trust in favour of *Louisa Elizabeth Domvile*, Second Daughter of the said Sir *Compton Domvile*, for Life, as is before declared in favour of the said *Anne Helena Winnington*, with Remainder to her First and other Sons successively in Tail Male, with Remainder upon the like Trust in favour of *Emily Frances Domvile*, Third Daughter of the said Sir *Compton Domvile*, for Life, as is before declared in favour of the said *Anne Helena Winnington*, with Remainder to her First and other Sons successively in Tail Male, with Remainder upon the like Trusts in favour of *Helena Caroline Winnington*,

The Domvile Estate Act, 1868.

Winnington, eldest Daughter of the said *Anne Helena Winnington*, for Life, as is before declared in favour of the said *Anne Helena Winnington*, with Remainder to the First and other Sons of the said *Helena Caroline Winnington* successively in Tail Male, with Remainder upon the like Trusts in favour of *Edith Joanna Winnington*, the Second Daughter of the said *Anne Helena Winnington*, for Life, as is before declared in favour of the said *Anne Helena Winnington*, with Remainder to her First and other Sons successively in Tail Male, with Remainder to the Uses of the Third and other Daughters of the said *Anne Helena Winnington* successively and the Heirs Male of their Bodies respectively, with divers Remainders over in Tail General in favour of the Daughters of the said *Charles Compton William Domvile*, *William Compton Domvile*, *Anne Helena Winnington*, *Louisa Elizabeth Domvile*, and *Emily Frances Domvile* respectively as therein more particularly mentioned, with an ultimate Limitation to the Use of *Sir Compton Domvile* and his Heirs in Fee; and in the said Indenture it was declared that it should be lawful for the said *Charles Compton William Domvile* at any Time after the Decease of the said *Sir Compton Domvile* to charge all or any Part of the said Lands, Hereditaments, and Premises with the Payment to him the said *Charles Compton William Domvile*, or to any Person or Persons, at such Times and in such Manner as he should think proper, any Sum of Money not exceeding in the whole the Sum of Fifteen thousand Pounds, with Interest at Four *per Cent. per Annum* from the Time of such Appointment taking effect, and to appoint the said Premises to any Person or Persons for any Term of Years upon trust for raising the Sum or Sums so to be raised or charged; and it was in the said Indenture further declared that it should be lawful for the said *Charles Compton William Domvile*, *William Compton Domvile*, and *Francis Salway Winnington* at any Time or Times either before or after he should be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Lands, Hereditaments, and Premises, and before or after Marriage, and subject and without Prejudice to the Uses preceding the Estate of the Person for the Time being exercising the Power therein-after mentioned, and the Powers annexed to such Uses, and the Uses which might have been limited in exercise of such Powers, to limit or appoint to any Woman, or to any Person or Persons in trust for any Woman, whom the Person for the Time being exercising the said Power should or might marry or have married, for her Life and for her Jointure, any annual Sum of Money or yearly Rentcharge not exceeding in the whole in respect of such Woman the yearly Sum of One thousand Pounds, to be issuing and payable out of and charged upon all or any Part of the said Lands, Hereditaments, and Premises, clear of all Deductions except Income Tax, and to be paid in such Manner as to the Person for the Time being exercising this present Power should seem meet,

[*Private.*]

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and

The Domvile Estate Act, 1868.

and for the Purpose of securing the annual Sum or yearly Rentcharge so to be appointed as aforesaid to limit or appoint to the Woman, or to any Trustees or Trustee for any Woman, to whom the said annual Sum or yearly Rentcharge should be appointed as aforesaid, the usual Powers and Remedies for enforcing and recovering Payment thereof by Distress and Entry upon and Perception of the Rents, Issues, and Profits of the said Lands, Hereditaments, and Premises so to be charged as aforesaid, and also to limit and appoint the Lands, Hereditaments, and Premises so to be charged as aforesaid to any Person or Persons whomsoever for any Term or Terms of Years, without Impeachment of Waste, as a further Security for the Payment of the said annual Sum or yearly Rentcharge, but so that every such Term or Terms of Years be made to determine on the Death of the Woman for the Benefit of whom the same should be created, and the Payment of the Arrears (if any) of the annual Sum or Rentcharge secured to her, and the Expenses (if any) incurred by the Nonpayment thereof; and in the Indenture now in recital it was also declared that it should be lawful for each and every of them the said *Louisa Elizabeth Domvile, Emily Frances Domvile, Helena Caroline Winnington, and Edith Joanna Winnington*, at any Time or Times either before or after she should be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Hereditaments and Premises, and either before or after Marriage, but so nevertheless that if either the said *Louisa Elizabeth Domvile* or *Emily Frances Domvile* should marry in the Lifetime of the said *Sir Compton Domvile* this present Power should at no Time be exerciseable by her so marrying unless her Marriage shall have been assented to by the said *Sir Compton Domvile*, subject and without Prejudice to the Uses preceding the Estate of the Person for the Time being exercising this present Power, and the Powers annexed to such Uses, and the Uses which may have been limited in exercise of such Powers, by any Deed or by Will or Codicil to limit or appoint to any Husband whom the Person for the Time being exercising this present Power should or might marry or have married for his Life any annual Sum of Money or yearly Rentcharge not exceeding in the whole in respect of each Husband the yearly Sum of One thousand Pounds, to be issuing and payable out of and charged and chargeable upon all or any Part of the said Hereditaments and Premises, clear of all Taxes whatsoever except Income Tax, and to be paid in such Manner as to the Person for the Time being exercising the present Power should seem meet, but so nevertheless that no such annual Sum or yearly Rentcharge should commence or become payable until after the Death of the Person appointing the same under this present Power, and for the Purpose of securing the annual Sum or yearly Rentcharge so to be appointed as aforesaid to limit or appoint to the Person to receive the same
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The Domesday Estate Act, 1868.

the usual Powers and Remedies for enforcing and recovering Payment thereof by Distress and Entry upon and Perception of the Rents, Issues, and Profits of the Hereditaments and Premises so to be charged with the said annual Sum or yearly Rentcharge, and also to limit or appoint the Hereditaments and Premises so to be charged as aforesaid to any Person or Persons whomsoever for any Term or Terms of Years as a further Security for the Payment of the said annual Sum or yearly Rentcharge, but so that every such Term or Terms of Years be made to determine on the Death of the Husband for the Benefit of whom the same shall be created, and to the Payment of the Arrears (if any) of the annual Sum or Rentcharge to which such Person should be entitled, and the Expenses (if any) incurred by the Nonpayment thereof; and it was in the said Indenture provided and declared that the said Hereditaments and Premises, or any Part thereof, should not under or by virtue of the Powers of jointuring and appointing Rentcharges therein contained be at one Time subject and liable to the Payment of any annual Sum or Sums for Jointures or Rentcharges exceeding in the whole the annual Sum of Three thousand Pounds, so that if in consequence of any Exercise of the aforesaid Powers of jointuring and appointing Rentcharges the said Hereditaments and Premises, or any Part thereof, should for the Time being be charged with a greater annual Sum in the whole than Three thousand Pounds, the annual Sum or annual Sums by the Charge whereof such Excess shall have been occasioned, or such Part thereof as should form the Excess, should from Time to Time and during the Continuance of such Excess absolutely sink for the Benefit of the Person for the Time being entitled under the Limitations or Trusts aforesaid to the Receipt of the Rents, Issues, and Profits of the said Hereditaments and Premises; and in the said Indenture it was also declared that it should be lawful for each and every Person to whom a legal or beneficial Estate for Life was limited by the said Indenture subsequently to the Estate for Life of the said Sir *Compton Domesday*, at any Time or Times either before or after he or she should be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Lands, Hereditaments, and Premises either before or after Marriage, but subject and without Prejudice to the Uses preceding the Estate of the Person for the Time being exercising the Power therein and herein-after mentioned, and the Power annexed to such Uses, and the Uses which might have been limited in exercise of such Powers, to charge all or any Part of the said Lands, Hereditaments, and Premises thereby settled to and with the Payment of any Sum or Sums of Money for the Portion or Portions of all or any Children of the Person for the Time being exercising the said Power, (other than or besides an eldest or only Son or Daughter for the Time being entitled to the said Lands, Hereditaments, and Premises

The Domvile Estate Act, 1868.

Premises thereby settled for an Estate in Tail Male, or in Tail, in possession, or in reversion expectant on the Decease of such Person,) not exceeding in the whole the Sum of Money therein and hereinafter for each Case mentioned; (that is to say,) if One such Child the Sum of Eight thousand Pounds for his or her Portion, if Two such Children and no more then the Sum of Twelve thousand Pounds for the Portion or Portions of such Two Children or either of them, and if Three such Children and no more then the Sum of Fifteen thousand Pounds for the Portion or Portions of such Three Children or any of them, and if Four or more such Children then the Sum of Twenty thousand Pounds for the Portion or Portions of such Four or more Children or any of them, with Interest thereon at any Rate not exceeding Four Pounds *per Cent. per Annum*, such Sums of Eight thousand Pounds, Twelve thousand Pounds, Fifteen thousand Pounds, or Twenty thousand Pounds, as the Case might be, to be an Interest or Interests vested in and to be shared and divided between or among or to be applied for the Benefit of all and every or any one or more, exclusively of the other or others, of such Children or Child in such Manner as the Person for the Time being exercising the said Power should by Deed, Will, or Codicil direct or appoint; and that it should be lawful for the Person for the Time being exercising the said Power by Deed, Will, or Codicil to limit or appoint the Hereditaments and Premises so to be charged as lastly mentioned to any Person or Persons for any Term of Years, without Impeachment of Waste, upon trust to raise the Money so to be charged, with a Proviso for the Cesser of such Term or Terms on the Trusts thereof being performed or becoming unnecessary or incapable of taking effect: And whereas the said last-mentioned Indenture was registered in the said Registry Office on the Thirty-first Day of *October* One thousand eight hundred and fifty-four:

Indenture
registered
31st Oct.
1854.

Sir Compton
Domvile
died in 1857.

And whereas the said Sir *Compton Domvile* afterwards in or about the Year One thousand eight hundred and fifty-seven departed this Life, leaving the said *Charles Compton William Domvile* his then eldest Son, who upon the Death of the said Sir *Compton Domvile* became Sir *Charles Compton William Domvile* Baronet, the said *William Compton Domvile*, the said *Anne Helena Winnington*, the said *Louisa Elizabeth Domvile*, and the said *Emily Frances Domvile*, him surviving, and thereupon under the Limitations contained in the said recited Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and fifty-four the said Sir *Charles Compton, William Domvile* became Tenant for Life in possession of the Lands and Premises comprised in the Schedule (A.) hereto annexed:

23 & 24 Vict.
c. 6.
(Private.)

And whereas by "The *Domvile Estate Act, 1860*," it was enacted that the said Sir *Charles Domvile* and the several Persons therein mentioned

The Domvile Estate Act, 1868.

mentioned should have such Powers as are therein mentioned of and in connexion with granting Building, Rebuilding, and Repairing Leases of the Lands and Premises in the Schedules I. and II. to the said Act annexed more particularly described and set forth, being Part of the Lands and Premises comprised in the Schedule (A.) to this Act annexed, but no Leases have been made under the Provisions of the said Act in that Behalf contained :

And whereas by Indenture bearing Date the Nineteenth Day of *June* One thousand eight hundred and sixty-one, and expressed to be made between the said Sir *Charles Compton William Domvile* of the First Part, the Right Honourable *Thomas* Earl of *Howth* and the Lady *Margaret St. Lawrence*, Daughter of the said *Thomas* Earl of *Howth*, a Minor under the Age of Twenty-one Years, by the said *Thomas* Earl of *Howth* her Father, of the Second Part, *Charles Granby Burke* and *Francis Richard Brooke* of the Third Part, the Right Honourable *James* Lord *Talbot de Malahide*, and the Honourable *William Ulick Tristram St. Lawrence*, commonly called Viscount *St. Lawrence*, of the Fourth Part, and *James Joseph Wheble* and *William Compton Domvile* of the Fifth Part, being a Settlement made in contemplation of the then intended Marriage of the said Sir *Charles Compton William Domvile* and the Lady *Margaret St. Lawrence*, the said Sir *Charles Compton William Domvile* did convey the Lands, Hereditaments, and Premises in the Schedule (A.) to this Act annexed to the said *Charles Granby Burke* and *Francis Richard Brooke*, their Executors, Administrators, and Assigns, for and during the Term of Ninety-nine Years, to be computed from the Solemnization of the said intended Marriage, if the said Sir *Charles Compton William Domvile* and the said Lady *Margaret St. Lawrence* should so long live, to secure in manner therein mentioned to the said Lady *Margaret St. Lawrence* during the joint Lives of the said Sir *Charles Compton William Domvile* and Lady *Margaret St. Lawrence* the annual Sum of Three hundred Pounds by way of Pin Money; and by the said Indenture the said Sir *Charles Compton William Domvile*, in pursuance of the Power to him reserved by the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and fifty-four, did appoint to the Use of the said Lady *Margaret St. Lawrence* the annual Rentcharge of One thousand Pounds charged and chargeable upon the said Lands, Hereditaments, and Premises comprised in the Schedule (A.) to this Act annexed, to hold the same from the Death of the said Sir *Charles Compton William Domvile* unto the said Lady *Margaret St. Lawrence* and her Assigns for her Life, with Power of Distress and Entry for better securing the Payment of the said Rentcharge; and the said Sir *Charles Compton William Domvile* did, in further Exercise of the Power aforesaid, limit unto the said

[*Private.*]

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James

Indenture
of 19th June
1861.

The Domvile Estate Act, 1868.

James Lord Talbot de Malahide and William Ulick Tristram St. Lawrence, their Heirs, Executors, and Assigns, the said Lands, Hereditaments, and Premises comprised in the Schedule (A.) to this Act annexed for and during the Term of Three hundred Years from the Decease of the said *Sir Charles Compton William Domvile* for further securing the Payment of the said Jointure; and the said *Sir Charles Compton William Domvile*, in further Exercise of the Powers reserved by the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and fifty-four, did charge the said Lands, Hereditaments, and Premises comprised in the said Schedule (A.) to this Act annexed with the Payment of the following Sum or Sums of Money for the Portion of all or any of the Children of the said *Sir Charles Compton William Domvile* and *Lady Margaret St. Lawrence* other than an eldest Son or only Son or Daughter for the Time being entitled to the said Hereditaments and Premises for an Estate in Tail Male, or in Tail in possession, or in reversion expectant on the Decease of the said *Sir Charles Compton William Domvile*, that is to say, if One such Child the Sum of Eight thousand Pounds, if Two such Children and no more then the Sum of Twelve thousand Pounds, if Three such Children and no more then the Sum of Fifteen thousand Pounds, and if Four or more such Children then the Sum of Twenty thousand Pounds, with Interest thereon at any Rate not exceeding Four Pounds *per Cent. per Annum*, such Sum of Eight thousand Pounds, Twelve thousand Pounds, Fifteen thousand Pounds, and Twenty thousand Pounds, as the Case may be, to be an Interest or Interests vested in and to be shared and divided between or among or to be applied for the Benefit of all or any One or more of such Child or Children in such Manner as the said *Sir Charles Compton William Domvile* should by Deed, Will, or Codicil appoint, and in default of such Appointment in such Manner and subject to such Conditions as are in the said Indenture in that Behalf mentioned; and in further Exercise of the Power in that Behalf in the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and fifty-four to him reserved, the said *Sir Charles Compton William Domvile* did limit and appoint unto the said *James Joseph Wheble* and *William Compton Domvile*, their Executors, Administrators, and Assigns, the said Lands, Hereditaments, and Premises comprised in the said Schedule (A.) to this Act annexed, subject as therein mentioned for the Term of One thousand Years, to be computed from the Decease of the said *Sir Charles Compton William Domvile*, without Impeachment of Waste, upon trust to raise the said respective Sums of Eight thousand Pounds, Twelve thousand Pounds, Fifteen thousand Pounds, and Twenty thousand Pounds, as the Case may be, or any Part thereof, or any Interest in respect of the same, in the Manner and subject to the Directions in the said Indenture in that Behalf contained :

And

The Domvile Estate Act, 1868.

And whereas the said Marriage between the said Sir *Charles Compton William Domvile* and Lady *Margaret St. Lawrence* was duly had and solemnized on the Twentieth Day of *June* One thousand eight hundred and sixty-one, and there is as yet no Issue of the said Marriage: And whereas the said *William Compton Domvile*, the Brother of the said Sir *Charles Compton William Domvile*, married *Caroline Meade* in the Year 1854, and they have Issue Three Children, namely, a Son *Compton Meade Domvile*, and Two Daughters *Evelyn Caroline Domvile* and *Mary Adelaide Domvile*, and the said *Compton Meade Domvile*; under the Limitations contained in the said recited Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and fifty-four, is now First Tenant in Tail in Remainder in esse of the said Lands and Premises mentioned in the said Schedule (A.) hereto annexed, but the said *Compton Meade Domvile*, the said *Mary Adelaide Domvile*, and the said *Evelyn Caroline Domvile* are now Minors under the Age of Twenty-one Years and unmarried: And whereas the said *Anne Helena Winnington* has Issue, besides her eldest Son *Thomas Edward Winnington*, the said *Francis Salway Winnington* and *Helena Caroline Winnington*, the said *Francis Salway Winnington* being a Minor under the Age of Twenty-one Years and unmarried, and the said *Helena Caroline Winnington* is also unmarried but has attained her full Age: And whereas the said *Edith Joanna Winnington* departed this Life on or about the Fifteenth Day of *October* One thousand eight hundred and sixty-four unmarried: And whereas the said *Louisa Elizabeth Domvile* has intermarried with Monsieur *Torben de Bille*, but has no Issue, and the said *Emily Frances Domvile* has died unmarried and without Issue: And whereas the ultimate Remainder in Fee in the said Lands and Tenements is now vested in the said Sir *Charles Compton William Domvile* as Heir-at-Law of the said Sir *Compton Domvile* deceased, and there is no Person of full Age now in esse entitled to any Estate of Inheritance in the said Lands and Premises under any of the Limitations contained in the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and fifty-four prior to the said ultimate Remainder in Fee thereby limited to the said Sir *Compton Domvile*: And whereas the Fee Simple and Inheritance of the said Lands, Hereditaments, and Premises comprised in the said Schedule (A.) to this Act annexed, and the Life Estate of the said Sir *Charles Compton William Domvile*, are subject to the Mortgages, Charges, and Incumbrances affecting the same set forth respectively in Part I. and Part II. of the Schedule (B.) to this Act annexed: And whereas the said Sir *Charles Compton William Domvile* during his Possession of the said Lands and Estates has expended large Sums of Money in building a Church at *Shankhill*, and in making Roads which were absolutely necessary to make Building Sites on the Estate accessible,
and

The Domvile Estate Act, 1868.

and by means of which the permanent Value of the Lands through which the same pass has been largely increased: And whereas the said Sir *Charles Compton William Domvile* has also expended large Sums of Money upon the Improvement and Repair of the Mansion House and Offices of *Santry*, and in planting and improving the Demesne Lands of *Santry*, which Sums so laid out in Improvements as aforesaid are set forth in the Schedule (C.) to this Act annexed, and amount in the whole to the aggregate Sum of Forty-five thousand nine hundred and eighty-seven Pounds Eleven Shillings and Five-pence Halfpenny: And whereas by reason of the said Expenditure the Value of the said Mansion House, Offices, and Demesne Lands has been much increased: And whereas the Persons entitled in remainder expectant upon the Death of the said Sir *Charles Compton William Domvile* to the said Lands and Estates will derive great Benefit from the Expenditure so made by the said Sir *Charles Compton William Domvile* as aforesaid, it is therefore just and equitable that he should be allowed to charge the said Settled Estates with a Portion of the said Expenditure, but the same cannot be effected without the Aid and Authority of Parliament:

Wherefore Your Majesty's most dutiful and loyal Subject, the said Sir *Charles Compton William Domvile*, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Sir C. C. W. Domvile to charge Estates with a Portion of the Money expended by him in improving same.

1. For the Repayment to the said Sir *Charles Compton William Domvile* or his Estate of Part of the Amount so expended by him as aforesaid, the said Sir *Charles Compton William Domvile*, his Executors or Administrators, may at any Time or Times within Two Years from the passing of this Act raise in manner herein-after mentioned, on the Security of the Lands and Hereditaments described in Schedule (A.) to this Act annexed, or any Part or Parts thereof, (but subject and without Prejudice to the Charges, Mortgages, and Incumbrances specified in Schedule (B.) to this Act annexed,) any Sum or Sums of Money not exceeding in the whole the Sum of Twelve thousand five hundred Pounds; every such Sum shall be raised by Deed charging the said Lands and Hereditaments, or any Part or Parts thereof, with Interest for the Sum thereby raised after the Rate of Five *per Cent. per Annum* for the Term of Five Years to commence from the Time when such Sum shall be advanced, and with an Annuity or yearly Rentcharge for the Term of Twenty-five Years to commence from the Expiration of the said Term of Five Years, the said Interest and Annuity to be paid by equal half-yearly Payments by the Person or Persons for the

The Domvile Estate Act, 1868.

the Time being entitled in possession to the Rents and Profits of the said Lands and Hereditaments; and for better securing the said Interest and Annuity, the said Sir Charles Compton William Domvile, his Executors or Administrators, may grant such Powers of Distress and Entry over and into and of Receipt of the Rents and Profits of the said Lands and Hereditaments, or any Part or Parts thereof, as the said Sir Charles Compton William Domvile, his Executors or Administrators, may think reasonable and proper, and may limit and appoint the same for any Term of Years not exceeding Thirty-two Years.

2. 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, into, out of, or upon the Messuages, Lands, Tenements, Hereditaments, and Premises comprised in or affected by this Act, or any Part 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.

3. The following are the Persons referred to in and by the Exception contained in the last preceding Section of this Act; (that is to say,) the said Sir Charles Compton William Domvile and his First and other Sons and the Heirs Male of their respective Bodies, William Compton Domvile Esquire and his First and other Sons and the Heirs Male of their respective Bodies, the First and other Daughters of the said Sir Charles Compton William Domvile and the Heirs Male of their respective Bodies, the First and other Daughters of the said William Compton Domvile and the Heirs Male of their respective Bodies, Anne Helena, Wife of Sir Thomas Edward Winnington Baronet, Francis Salway Winnington, Second Son of the said Anne Helena Winnington, and his First and other Sons and the Heirs Male of their respective Bodies, the Third and subsequent born Sons of the said Anne Helena Winnington and the Heirs Male of their respective Bodies, Louisa Elizabeth de Bille and her First and other Sons and the Heirs Male of their respective Bodies, the said Helena Caroline Winnington and her First and other Sons and the Heirs Male of their respective Bodies, the Third and other Daughters of the said Anne Helena Winnington and the Heirs Male of their respective Bodies, the Heirs of the respective Bodies of the said Sir Charles Compton William Domvile, William Compton Domvile, Anne Helena Winnington, and Louisa Elizabeth de Bille, and the Heirs of the said Sir Compton Domvile.

Exceptions
from General
Saving.

[Private.]

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4. In

The Domvile Estate Act, 1868.

Short Title. 4. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Domvile Estate Act, 1868.*"

Act as printed by Queen's Printers to be Evidence. 5. 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.

SCHEDULES to which the foregoing Act refers.

SCHEDULE (A.)

PART I.

THE Town and Lands of Santry, alias Santriefte, alias Sancriffte, with the Mansion House, Outhouses, Gardens, Orchards, and Demesne Lands thereunto belonging, the Three Parcels of Land commonly known by the Names of Goldings Freehold in Santry, the Quarry and Commons of Santry, being Parts and Parcels of Santry, the Town and Lands of Stormanstown, Balstroan, Coultrea, Townagee, the Wood of Kilmore, Goldings Freehold in Santry, situate in the Barony of Coolock and County of Dublin, Ashengrove, Rath, Ballrickard, Ballgeeth, and Baldarra, in the Barony of Balrothery and County aforesaid, the Towns and Lands of Skillinglass and Part of the Town and Lands of Coolock now or late in the Possession of Richard Forster, Esq., containing by Estimation 227 Acres; an Annuity or yearly Rentcharge or Fee-farm Rent of Ten Pounds Sterling yearly, with Sixpence for each and every Pound thereof yearly for Receiver's Salary, issuing and payable out of Barnwalls Parks, Part of Priors Wood, Part of the Lands of Kilmore, Tornapin, Pennycomquick, and that Part of Coolock commonly known by the Name of the Twentys situate in the Barony of Coolock and County of Dublin aforesaid; an Annuity or yearly Rentcharge or Fee-farm Rent of Eighteen Pounds Sterling yearly, with Sixpence for each and every Pound thereof yearly for Receiver's Salary, issuing and payable out of the Towns and Lands of Barbertown and Colvellstown in the Barony of Coolock and County of Dublin; an Annuity or yearly Rentcharge or Fee-farm Rent of Three Pounds Sterling yearly issuing and payable out of the Town and Lands of Cabragh, alias Much Cabragh, in the Barony of Castleknock and County aforesaid; an Annuity or yearly Rentcharge or Fee-farm Rent of Three Pounds Sterling yearly issuing and payable out of the Town and Lands of Toberboney situate in the Barony of Coolock and County aforesaid; an Annuity or yearly Rentcharge or Fee-farm Rent of Ten Pounds Sterling yearly, with Sixpence for each and every Pound thereof yearly for Receiver's Fees, issuing and payable out of the Town and Lands of Rickardstown in the Barony of Coolock in the County of Dublin;

The Domicile Estate Act, 1868.

Dublin; all that Parcel of Ground, being Part of the Mill Green, whereupon several Houses are now erected and built, situate, lying, and being on the West Side of Twatling Street, now Watling Street, in the Parish of St. James and City of Dublin, bounding on the North to the River Liffey, on the West to that Parcel of Ground formerly known by the Description of Christ Church Meadows, on the South to the Watercourse dividing at the Place formerly called St. James' Fields, and on the East to Twatling Street aforesaid; a House or Tenement on the North Side of Pill Lane now or late in the Possession of the Administrators of Andrew Brice, Merchant, or their Under-tenants, with the Outhouses, Garden, and Backside thereunto belonging; a House or Tenement on the same Side of the said Lane or Street, and fronting to Crow Lane on the West, in the Possession of the Assignee of John Burgess or his Under-tenants; an Annuity or yearly Rentcharge or Fee-farm Rent of One hundred and thirty-nine Pounds Ten Shillings and Sixpence yearly, with Sixpence for each and every Pound thereof for Receiver's Salary yearly, issuing and payable out of that Part of the Pill upon the North Side of Arran Street, situate in the Parish of St. Michans and County of the City of Dublin; all that Part of the Pill on the East of Arran Street leading from Ormond Quay to Boot Lane bounding on the South with Ormond Quay and the River Anna Liffey, on the East and North with Tenements formerly called Pyphoes Park and St. Mary's Abbey, and on the West with Arran Street aforesaid, upon which Premises Eight large Brick Houses or Tenements fronting Ormond Quay on the South, and several Back Houses, Outhouses, Cellars, Warehouses, Stables, Yards, and Coach-houses unto the said Houses belonging fronting Barry Street and Strand Street on the North, and Nineteen Brick Houses or Tenements on the East Side of Arran Street, and Seven Houses on the South Side of Barry Street, and the Alley leading from Barry Street to St. Mary's Abbey, known by the Name of Whinnery's Abbey, are erected and built, which said Part of the Pill contains in the Front to Ormond Quay 240 Feet, and on the West to Arran Street, including the Breadth of Barry Street and the Breadth of the Lane that divided Part of the Premises from St. Mary's Abbey Land, 372 Feet, be the same more or less; and a Piece of Ground in Phrapper Lane, now called Berresford Street, containing in Front on the West to Phrapper Lane 110 Feet, and in Depth backwards 186 Feet, bounding on the South with Houses and Gardens formerly in the Possession of Mr. Abbott, and on the East and North with Ground and Gardens formerly in the Possession of the Widow Miller and Robert Brady, all situate in the Parish of Saint Michans and City of Dublin; and Two Messuages, Houses, or Tenements in Thomas Street, formerly called James Street, in the Parish of St. Catherine and City of Dublin, one formerly in the Possession of the Heirs of Thomas Bayley, their Under-tenants or Assigns, the other formerly in the Possession of William Relick and the Executors of Patrick Ward, with the Outhouses, Gardens, and Backside thereto belonging, containing in Front on the South to Thomas Street 43 Feet, and in Depth backwards to Croker's Lane 147 Feet, be the same more or less, and in Breadth to Croker's Lane 62 Feet, bounding on the East or to Part thereof with the House formerly in the Possession of the Widow Brompton or her Under-tenants, and as to the other Part thereof to a House formerly in the Possession of Mr. Tipper Baker belonging to Mr. Christian, on the North with Croker's Lane, on the West with the House formerly in the Possession of the said William Relick or his Under-tenants; and also Two Plots of Ground on the North Side of Strand Street in the
Parish

The Domvile Estate Act, 1868.

Parish of Saint Mary and said City of Dublin, formerly called and known by the Name of the 9th and 10th Lots, containing in the Front to Strand Street 56 Feet, and in Depth to the North backwards to a Lane known by the Name of the Stable Lane 100 Feet, and heretofore commonly called and known by the Name of the Earl of Mount Alexander's Stables; and also a yearly Fee-farm Rent of 10s. issuing and payable out of One Plot or Parcel of Ground situate, lying, and being on the Ground called the Pill on Ormond Quay, on which a large Brick House hath been erected and built, late in the Possession of Michael Sweeny, Esquire, deceased, bounding on the South to Ormond Quay aforesaid fronting the River Liffey, on the North to Barry Street, on the East to Land formerly occupied by John Greene, on the West to a Parcel of Land formerly let to George Haughton, Esquire, containing from East to West 47 Feet; and also a yearly Fee-farm Rent of Six Pounds Sterling, with Three Shillings yearly for Receiver's Fees, issuing and payable out of a House or Tenement on the North Side of Pill Lane, with a Garden and Backside thereunto belonging, formerly in the Possession of Mr. Hawkshaw, containing in the Front to the South to the said Lane 23 Feet or thereabouts, more or less, and in Depth backwards 120 Feet or thereabouts, more or less, bounded on the East with Ground formerly called Sinnott's Garden, on the North with some Houses and Ground formerly in the Possession of Thomas Musgrave, and on the West with a House and Ground formerly in the Possession of Thomas Milburne, and on the South with Pill Lane, all situate in the Parish of St. Michan and City of Dublin aforesaid; also One Dwelling House or Tenement on the West Side of Thomas Street in the Parish of St. Catherine, commonly known by the Name of the Black Horse Inn, containing 19 Feet 8 $\frac{1}{4}$ Inches in Front to said Street, in Depth 209 Feet 1 $\frac{3}{4}$ Inches, and in Breadth in the Rear 21 Feet 3 Inches, be the same more or less, lately demised to James Henry Egan; and also Two Dwelling Houses or Tenements situate on the Side of James Street, which said Premises are all situate, lying, and being in the Parish of Saint James, and in the City and County of the City of Dublin and Suburbs thereof, together with all Houses, Messuages, Gardens, Shops, Cellars, Warehouses, Cabins, Stables, Ways, Street, Lanes, Easements, Edifices, Buildings, Profits, Emoluments, Improvements, Hereditaments, and Appurtenances whatsoever to the said Premises, or any of them, belonging or in anywise appertaining, or therewith or at any Time or Times heretofore, commonly used, occupied, or enjoyed, or accepted or known or reputed to be Part, Parcel, or Member thereof, or thereunto, or unto any Part thereof, to belong or appertain, with their and every of their Rights, Members, Privileges, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of all and singular the said Premises, together with the said Two yearly Fee-farm Rents of Ten Shillings and Six Pounds, and Receiver's Fees; and also all that Lot or Parcel of Ground situate on the East Side of Bridget Street in the Parish of Saint Bridget in the Suburbs of the City of Dublin containing in Breadth in the Front to said Street 85 Feet, and in Breadth in the Rear 94 Feet, and in Depth from Front to Rear on the North Side 64 Feet 6 Inches, and on the South 66 Feet 6 Inches, be the said Admeasurements more or less, together with the Dwelling Houses, Outhouses, Buildings, and Improvements erected and made thereon now or lately held under the Dean and Chapter of the Cathedral Church of St. Patrick's, Dublin; and also all that Messuage or Tenement formerly known by the Sign of the Red Cross situate in

The Denville Estate Act, 1868.

in the High Street in the City of Dublin, now called High Street in the Parish of Saint Michael, bounding on the South to the said Street, and containing 23½ Feet, on the East to a Tenement now or late in the Occupation of Mr. Mahon and containing 55 Feet, then returning to the East fronting to the South and containing 6½ Feet, then returning to the North fronting to the East and containing 19 Feet, now or late in the Occupation of the said Mr. Mahon, and on the North to Ground of Scholhouse Lane now or late in the Tenure of Mr. Lyons and containing 23 Feet, on the West to Vicars Choral Ground now or late in the Tenure of Mr. Edward Tonge and containing 71 Feet (be the same more or less), said Premises being now held under the Dean and Chapter of the Cathedral Church of Christ Church, Dublin; and also the Manor, Castle, Town, and Lands of Ballythermott, alias Ballyfermott, alias Ballyformott, and also the Lands, Tenements, and Hereditaments, with their and every of their Rights, Members, and Appurtenances, in the said Town and Lands of Ballyfermott, alias Ballythermott, situate, lying, and being in the Barony of Newcastle in the County of Dublin, with their and every of their Rights, Members, and Appurtenances, and also the Town and Lands of Gallanstown situate, lying, and being in the Baronies of Newcastle and Upper Cross in the County of Dublin, and also the Towns and Lands of Black Ditch and Killeen situate, lying, and being in the Barony of Newcastle and County of Dublin, and also the Dwelling House or Capital Messuage of Templeogue, alias Tamalogue, together with the Manor, Town, and Lands of Templeogue, with all the Mills, Milldams, Water, Watercourses, and other the Rights, Members, and Appurtenances thereunto belonging, situate in the Barony of Upper Cross and County of Dublin, and also the several Messuages, Hereditaments, or Tenements situate, lying, and being in Francis Street and Garden Lane in the Parish of St. Nicholas Without and County of the City of Dublin aforesaid, all which said Castles, Manors, Towns, and Lands, Tenements, Hereditaments, and Premises are known by the Names and Denominations aforesaid, and by the general Names of the Santry Estates.

PART II.

The Castle, Manor, and Lands of Shankill, alias Senkill, and the Lands of Rathmichael, situate in the Parish of Rathmichael, Barony of Rathdown and County of Dublin, together with all and singular the Rights, Members, and Appurtenances thereto belonging.

PART III.

The Town and Lands of Collinstown and Donus, otherwise Dowanstown, containing by Estimation 236 Acres, late Plantation Measure, be the same more or less, with all and singular the Tenements, Rights, Members, and Appurtenances thereto belonging, situate, lying, and being in the Barony of Coolock and County of Dublin, together with all and singular the Right, Members, Privileges, Appendances, and Appurtenances to the same belonging; the 10 Acres of Land, be the same more or less, in Four Parcels, being Part of the Lands of Johnstown, formerly called and known by the Name of Dillon's Land, lying in White's Farm between Finglass and Finglass Bridge in the County of Dublin aforesaid, together with One Tenement thereon in as large and ample a Manner as the same were late in the Seizin of Segar Stewart Trench, all which said Towns, Lands, Tenements, and Premises are situate,
 [Private.] lying,

The Domvile Estate Act, 1868.

lying, and being in the Parish of Finglass, Barony of Nethercross, and County of Dublin, or howsoever otherwise the said Lands, Tenements, and Hereditaments, or any of them, now are or is or heretofore were or was situated, tenanted, called, known, described, or distinguished, all which said Lands and Premises are set out, measured, and described, together with the Contents thereof, in a Map drawn in the Margin of a certain Indenture of Conveyance dated the Third Day of March One thousand eight hundred and nineteen, a Memorial whereof was entered in the Register Office in Dublin the Fifth Day of the same Month in B 738. and No. 502,925; all that Part of the Lands of Santry situate in the Barony of Coolock and County of Dublin containing 63 Acres 1 Rood and 6 Perches Statute Measure or thereabouts, with the Appurtenances; and also all that other Part of the Lands of Santry situate in the said Barony of Coolock and County of Dublin containing 42 Acres 1 Rood and 8 Perches Statute Measure, or thereabouts, with the Appurtenances severally described in the Map drawn in the Margin of a certain Conveyance from the Commissioners for Sale of Incumbered Estates to Sir Compton Domvile, and bearing Date the Tenth Day of December One thousand eight hundred and fifty-three, subject to the Leases and Tenancies referred to in the Schedule to the same Conveyance.

SCHEDULE (B.)

PART I.

CHARGES affecting the Fee Simple and Inheritance of the Lands, Houses, Tenements, and Premises comprised in Schedule (A.)

The Sum of 15,000*l.* which Sir Charles Compton William Domvile did charge by Deed Poll bearing Date the 16th of October 1857 under and by virtue of the Powers him in that Behalf enabling in the said Indenture of Settlement of the 24th Day of August 1854 contained.

The Jointure or yearly Rentcharge of 2,000*l.* a Year to Isabella Maria Arthur, now Isabella Maria Malton, the Wife of Charles James Abernethy Malton, Esquire, which the said Compton Charles Domvile did charge by Indenture of Marriage Settlement bearing Date the 9th Day of April 1842 in exercise of the Power for that Purpose reserved to him by the said Indenture of the 29th Day of March 1842.

The annual Sum of 300*l.* by way of Pin Money payable to Lady Margaret Domvile during the Joint Lives of herself and Sir Charles Compton William Domvile charged by the Indenture of the 19th Day of June 1861.

The annual Rentcharge of 1,000*l.* appointed to the Use of Lady Margaret Domvile by the said Indenture of the 19th Day of June 1861 to be paid to her after the Death of Sir Charles Compton William Domvile for her Life.

The Sums charged by the said Indenture of the 19th Day of June 1861 as Portions for the Children of the said Sir Charles Compton William Domvile and Lady Margaret Domvile other than an elder or only Son.

PART

The Domvile Estate Act, 1868.

PART II.

CHARGES affecting the Life Estate of Sir Charles Compton William Domvile, Baronet, in the Lands, Hereditaments, and Premises comprised in Schedule (A.)

	£	s.	d.
Deed of Mortgage bearing Date the 16th Day of November 1866, and made between Sir Charles Compton William Domvile, Bart., of the one Part, and James Morris, Henry Hulse Berens, Charles Frederick Devas, and William Steven, Proprietors Fund Trustees of the Guardian Fire and Life Assurance Company, of the other Part, whereby the Sum of 65,000 <i>l.</i> was charged upon the Life Estate of the said Sir Charles Compton William Domvile - - - - -	65,000	0	0
Deed of Annuity bearing Date the 18th Day of December 1866, and made between the said Sir Charles Compton William Domvile, Bart., of the one Part, and Mary Burgess, Wife of John Burgess, and Alicia Coghlan, Spinster, Administratrices of John Coghlan, deceased, whereby Annuities of 50 <i>l.</i> and 30 <i>l.</i> for the respective Terms of Nine Years and Six Months and Eighteen Years from 29th September 1866 were charged upon the Life Estate of the said Sir Charles Compton William Domvile - - - - -			
Deed of Mortgage bearing Date the 26th Day of December 1866, and made between Sir Charles Compton William Domvile, Bart., of the one Part, and James Robert Stewart and Joseph Kincaid of the other Part, whereby the Sum of 5,000 <i>l.</i> was charged upon the Life Estate of the said Sir Charles Compton William Domvile - - - - -	5,000	0	0
Deed of Mortgage bearing Date the 28th Day of January 1867, and made between Sir Charles Compton William Domvile, Bart., of the one Part, and Randle Peyton of the other Part, whereby the Sum of 1,112 <i>l.</i> was charged upon the Life Estate of the said Sir Charles Compton William Domvile - - - - -	1,112	0	0
Deed of Mortgage bearing Date the 1st Day of February 1867, and made between Sir Charles Compton William Domvile, Bart., of the one Part, and James Robert Stewart of the other Part, whereby the Sum of 2,000 <i>l.</i> was charged upon the Life Estate of the said Sir Charles Compton William Domvile - - - - -	2,000	0	0

The Domvile Estate Act, 1868.

SCHEDULE (C.)

Setting forth the Amounts paid by Sir Charles Compton William Domvile, Baronet, and the Names of the Persons to whom paid, for the Improvement of the Mansion House, Offices, and Demesne of Santry and Estate at Shankill, both in the County of Dublin.

	£	s.	d.
Amount of Building Work at Santry House - - -	14,477	17	7
Like for Offices, Stables, Entrance Lodges, and other Works at Santry by Mr. James Douglas - - -	2,154	16	0
Like for various Works at Santry House and Offices by William Connolly - - -	3,726	0	0
Amount of planting by Messrs. Toole at Santry - - -	1,706	0	0
Amount of planting by Messrs. Toole at Shankill - - -	523	19	9
Amount of Iron Fencing and various Iron Works done at Santry House, and Offices, Gates, &c. at Santry, by Loftus Anthony Bryan - - -	5,683	11	10
Amount of other permanent Improvements supplied by Mr. Manning (of Loftus Anthony Bryan's House) - - -	2,302	0	0
Amount paid to Messrs. Turner for erecting Conservatories, Vineries, Heating Apparatus, &c. - - -	932	0	9
Amount paid to Messrs. Morton of Liverpool for Galvanized Iron Fencing, and for Galvanized Corrugated Iron Stable, Cottage Kennel, Riding School, and Drying Houses - - -	1,639	10	6
Amount paid to Messrs. Ross and Murray for Waterworks, Pipes, Waterclosets, and other permanent Improvements - - -	2,945	5	9½
Amount paid to Messrs. Ballantine for Chimney-pieces and other permanent Works in Marble done by them at Santry - - -	1,580	6	10½
Amount paid to Messrs. Edmandson, Gasfitters and Brass-founders - - -	1,371	13	1
Amount paid to Messrs. Kerr for Panelling and other Works and Fixtures - - -	316	19	2
Amount paid to Messrs. Fry for gilding Ceilings, and for sundry other Works and Fixtures - - -	2,132	6	4½
Amount paid to Messrs. Strahan for Floors and Fixtures - - -	588	15	2
Amount paid Mr. Douglas for erecting and fitting up Church and 90 Sittings on Shankill Estate - - -	2,180	0	7
Amount expended in making Roads at Shankill for Improvement of that Estate - - -	232	0	0
Amount paid to Messrs. Kennan for Wire Fencing to protect Plantations at Shankill - - -	176	11	10
Amount paid to Alexander Tate for making and improving Roads in and about the Demesne of Santry - - -	837	7	4
Paid to Messrs. Martin, North Wall Saw Mills, for Timber for various Works done at Santry House - - -	480	8	10
(Total) - - -	£45,987	11	5½

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