



ANNO QUADRAGESIMO SEXTO

GEORGI III. REGIS.

Cap. 142.

An Act for vesting the settled Estates of Sir *Edward Denny* Baronet, of *Tralee*, in the County of *Kerry*, in Trustees, to be sold for the Payment of certain Incumbrances affecting the same, under the Directions of the Court of Chancery in *Ireland*, and for other Purposes therein mentioned. [21st July 1806.]

WHEREAS Sir *Barry Denny*, late of *Tralee Castle*, in the County of *Kerry*, Baronet, deceased, was, on and before the Twelfth Day of *January* One thousand seven hundred and ninety-one; seised for Life, with Remainder to his Son *Barry Denny* Esquire, in Tail Male, subject to several Incumbrances, affecting the same, of and in all that and those the Castle, Town, Lands, and Manor of *Tralee*, otherwise *Denneyvalley* and *Castlemore*, with its several Subdenominations and Appurtenances, and of the Advowsons of *Tralee*, *Ballynabaglish*, *Clogherbrien*, and *Anagh*, and of the Towns and Lands of *Kerry's* and *Ballyenaght*, *Knockenab*, *Bally M'Egoge*, *Toneyvane*, *Listabane*, *Gurrane*, *Farranlabessery*, *Duagh* and *Killballylabiffe*, *Cappaclough*, *Glanlough*, *Derrymore*, *Listellickey*, *Tauloght*, *Kilfenura*, *Killecrisk*, *Clownmore*, *Castle-Countess*, *Cloughleigh*, *Rathnoonane*, *Barrow* and *Abby-house*, together with the Five Pounds Yearly Rent issuing thereout, *Cnockicarrigyne*, being Part of *Glanlough*, *Newmanor*, *Clounalowne*, *Ballyvelly*, *Lohercannon*, and *Clogherbrien*, *West Kerry's*, *Listrim*, *Cahirard*, *Baltygarron*, the Six Plough Lands of *Knockanush*, *Gortinpopa*, *Ballanagh*, *Gortduff*, *Givierstand*, *Plakeen*, *Gortacaltronig*, *Gortamanteen*, *Gortailcoran*,
[Loc. Et Per.]

Sir Barry Denny deceased seised for Life in certain Premises.

Articles of
Agreement,
dated 12th
January
1791.

Lease and Re-
lease of 23d
February
1792, made
in pursuance
of last recited
Articles.

Gortakerrydore, the Manor of *Tauloght Laberin*, East and West Manor, *Tourliby*, *Monavally*, the Tythes of *Ballynabaglish*, *Crumpanerickard*, *Cabirina*, *Clounanorig*, *Clounalour*, *Cabirnamee*, *Carravagh*, East and West *Currabeen*, and a Chief Rent of Four Pounds a Year, issuing out of the Lands of *O'Brenan*, of Eleven Pounds out of the Lands of *Clabane*, of Twelve Pounds out of the Lands of *Carrignefeely*, of Ten Pounds Two Shillings out of the Lands of *Skeabanagh*, and Ten Shillings out of the Lands of *Listry*, of Ten Shillings out of the Abbey of *Ardfert* and Thirteen Shillings and Fourpence out of *Morris's* Tenement in the Town of *Tralee*, all situate, lying, and being in the County of *Kerry*, and amounting to the net Sum of Seven thousand Pounds and upwards per Annum: And whereas by indented Articles of Agreement, bearing Date on or about the said Twelfth Day of *January*, in the Year of our Lord One thousand seven hundred and ninety-one, and made between the said Sir *Barry Denny* and *Barry Denny*, his eldest Son, of the First Part; *Rowland Bateman* of *Oak Park*, in the County of *Kerry* Esquire, since deceased, and *Richard Townsend Herbert* of *Cabernane*, in the said County, Esquire, of the Second Part; *Thomas Henry Royce* of *Nantehan*, in the County of *Limerick*, and *John Blennerbassett* of *Elm Grove*, in the County of *Kerry* Esquires, (both since deceased,) of the Third Part; *Thomas Morgell*, eldest Son of *Crosbie Morgell* of *Mount Morgell*, in the County of *Limerick*, and *Edward Denny*, since deceased, Esquires, of the Fourth Part; and the said *Crosbie Morgell* and *Ann Morgell* Spinster, his Daughter, of the Fifth Part, previous to and in Contemplation of a Marriage, then intended, between the said *Barry Denny the Younger* and *Anne Morgell*, they the said Sir *Barry Denny* and *Barry Denny*, covenanted and agreed to levy a Fine, and suffer a Recovery of all and singular the said Castle, Manor, Towns, Lands, and Premises, and thereupon to grant and convey all and singular the said Premises, to the Uses, and upon the Trusts, in said Articles particularly mentioned: And whereas the said intended Marriage was afterwards duly solemnized, and the said Sir *Barry Denny* and *Barry Denny* did, as of *Michaelmas* Term, One thousand seven hundred and ninety-one, levy a Fine and suffer a Recovery of all the said Premises: And whereas, in pursuance and Execution of the said in Part recited Articles, a Settlement, by Way of Lease and Release, the Release bearing Date the Twenty-third Day of *February* in the Year of Our Lord One thousand seven hundred and ninety-two, was duly made and executed between the several Parties to the said Articles above named; and by the said Settlement the said Sir *Barry Denny*, and *Barry Denny* his Son, did grant, release and convey unto the said *Richard Townsend Herbert* and *Rowland Bateman*, and to their Heirs and Assigns, all the said hereinbefore mentioned Premises, whereof the said Sir *Barry Denny* and *Barry Denny* were seised as aforesaid, with the Appurtenances, subject, however, to the Incumbrances then affecting the same, and to an Annuity of Five hundred Pounds a-Year during the joint Lives of the said Sir *Barry Denny* and *Barry Denny*, thereby provided for the said *Barry Denny*; and to a Jointure of One thousand Pounds a-Year thereby provided for the said *Anne Denny*, otherwise *Morgell*; and to a certain Provision made for her by Way of Pin Money: and to a further Jointure of Five hundred Pounds a year, thereby provided for her, in case the said *Barry Denny* should die without Issue Male; to the Use of the said Sir *Barry Denny* and his Assigns for Life, with Remainder to the said *Rowland Bateman* and *Richard Townsend Herbert*, in Trust to preserve Contingent Remainders, with Remainder subject

subject as aforesaid, and also subject to an additional Jointure of Two hundred Pounds a Year, by said Indenture provided for Dame *Jane Denny*, Wife of the said Sir *Barry Denny*; and a Trust Term of Five hundred Years hereinafter mentioned, to the Use of the said *Barry Denny* the Younger and his Assigns for Life, with Remainder to the said Trustees, to preserve Contingent Remainders, with Remainder subject to the said Incumbrances and Jointures, and to Two Trust Terms, One of Three hundred Years, from the Thirteenth Day of *January* One thousand seven hundred and ninety-one, and vested in the said *Thomas Henry Royce* and *John Blennebassett*; and the other of Five hundred Years abovementioned from the said Thirteenth Day of *January* One thousand seven hundred and ninety-one, and vested in the said *Thomas Morgell* and *Edward Denny*, to the Use of the First and every other Son of the said *Barry Denny* on the said *Anne*, or upon any after-taken Wife to be begotten, in Tail Male, with Remainder to *Edward Denny*, Second Son of the said Sir *Barry*, and now Sir *Edward Denny* Baronet; for Life, without Impeachment of Waste, with Remainder to the said Trustees, to preserve Contingent Remainders, with Remainder to the First and every other Son of the said *Edward Denny* in Tail Male, with like Remainders to *Henry*, *Arthur*, *Maynard*, and *Anthony Denny*, the Third, Fourth, Fifth, and Sixth Sons of the said Sir *Barry Denny*, severally and successively for Life, and their First and other Sons in Tail Male respectively, with Remainder to any after-begotten Sons of the said Sir *Barry Denny*, in Tail Male, with Remainder to the said *Edward Denny*, Party to the said Settlement, for Life, with Remainder to his First and every other Son in Tail Male, with Remainder to the said *Barry Denny* the Younger, his Heirs and Assigns; and the Trusts of the said Term for Three hundred Years, were declared to be for the better securing the Jointures of One thousand Pounds and Five hundred Pounds, provided for the said *Anne Denny*, and the additional Jointure of Two hundred Pounds a Year, provided for the said Dame *Jane Denny*; and also for the Purpose of raising Portions for the Younger Children of the said *Barry Denny*, and the Trusts of the Term for Five hundred Years were declared to be, by Sale or Mortgage of a competent Part of the said Premises, comprised in such Trust-term, to raise a Sum of Six thousand four hundred Pounds, with Interest for the same, at the Rate of Five Pounds *per Centum* by the Year, from the First Day of *November*, One thousand seven hundred and ninety, and pay the same to the Reverend *Maynard Denny* of *Church Hill*, in the County of *Kerry*, with a Proviso, however, that no Part of the Principal of the said Sum of Six thousand four hundred Pounds should be raised for Twelve Years, to be computed from the Twelfth Day of *January*, One thousand seven hundred and ninety-one, unless with the Consent of the said *Crosbie Morgell*: Provided that the Interest of the said principal Sum should be regularly paid; and upon Trust also, after the Decease of the said Sir *Barry Denny*, and the Expiration of a Term of Fifteen Years, to be computed from the said Twelfth Day of *January* One thousand seven hundred and ninety-one, to raise the Sum of Four thousand Pounds with Interest, at the Rate of Six Pounds *per Centum* by the Year, to commence from the Death of the said Sir *Barry Denny*, as an additional Provision for the Younger Children of the said Sir *Barry Denny*: And whereas, under and by virtue of the said herein in Part recited Articles and Settlement, a Power was granted to the said Sir *Barry Denny* and

Barry

Indenture of
Lease and
Release,
dated 31st
December
1793.

Barry Denny, at any Time during their joint Lives, by and with the Approbation of the said *Grosbie Morgell*, testified under his Hand and Seal, to charge the said settled Premises with any Sum or Sums of Money, not exceeding in the Whole the Sum of Eleven Thousand Pounds, which Power they afterwards fully executed: And whereas he said *Barry Denny* the Younger, being seised of the Reversion in Fee aforesaid, did, by Indentures of Lease and Release, the Release bearing Date the Thirty-first Day of *December*, One thousand seven hundred and ninety-three, and mentioned to be made between the said *Barry Denny*, by the Name of *Barry Denny* Esquire, Eldest Son of Sir *Barry Denny* of *Tralee* Castle, in the County of *Kerry*, Baronet, of the First Part, *Rowland Bateman* of *Oakpark* in the County of *Kerry*, and *Richard Townsend Herbert* of *Cabarnane* in the said County, Esquires, of the second Part, and the Reverend *Maynard Denny*, of *Church-Hill* in the County of *Kerry*, Clerk, Youngest Brother of the said Sir *Barry Denny*, of the Third Part, grant and convey the said Reversion of and in the Whole of the said Premises, to the said *Rowland Bateman*, and *Richard Townsend Herbert*, and their Heirs, to the Use of the said Reverend *Maynard Denny* for Life, without Impeachment of Waste, with Remainder to the said *Rowland Bateman* and *Richard Townsend Herbert*, to preserve contingent Remainders, with Remainder to *Barry Denny*, the Eldest Son of the said Reverend *Maynard Denny* for Life, with Remainder to the said Trustees to preserve contingent Remainders, with Remainder to the First, and every other Son of the said *Barry Denny*, the eldest Son of the said *Maynard* in Tail Male, with like Remainder to *Thomas Stoughton Denny*, *Anthony*, *Arthur*, and *Edward Denny*, the Second, Third, Fourth, and Fifth Son and Sons of the said Reverend *Maynard Denny*, severally successively, and their first and other Sons in Tail Male respectively, with Remainder to all and every the other Son and Sons of the said Reverend *Maynard Denny*, severally and successively, according to Seniority in Tail Male, and with Remainder to the said *Barry Denny*, his Heirs and Assigns: And whereas the said Sir *Barry Denny* died on or about the Twentieth Day of *April* One thousand seven hundred and ninety-four, and the said *Barry Denny* the Younger, died without leaving Issue, and leaving his second Brother, now Sir *Edward Denny*, who, upon the Death of his said Brother *Barry Denny*, became seised of an Estate for Life in said Premises, under the hereinbefore in Part recited Articles and Settlement, subject to the Charges affecting the same; and, in particular, the Jointures of One thousand five hundred Pounds, provided for the said Dame *Anne Denny*, who has since married Lieutenant-General *John Floyd*: And whereas the said *Henry Denny* the Third Son, and *Arthur Denny* the Fourth Son of the said *Barry Denny*, and the said *Edward Denny*, Party to the said Articles and Settlement, are all dead, without leaving Issue Male: And whereas the said *Maynard Denny*, the Son of the said Sir *Barry Denny*, and *Barry Denny* the Son of the Reverend *Maynard Denny*, have attained the Age of Twenty-one Years, and none of them have any Issue; and the other Sons of the Reverend *Maynard Denny*, and the said *Anthony Denny*, the Youngest Son of the said Sir *Barry Denny*, are Minors: And whereas the said Sir *Edward Denny* Baronet hath, since the Decease of his said Father, and of his said Brother Sir *Barry Denny* the Younger, intermarried with *Elizabeth Day*, the only Daughter of the Honourable *Robert Day*, One of His Majesty's Justices of the Court of King's Bench

Sir *Barry Denny* died 20th April 1794, without Issue, leaving his second Brother *Edward*, now Sir *Edward Denny* Baronet, him surviving.

Marriage of said Sir *Edward Denny* with *Elizabeth Day*,

Bench in that Part of the United Kingdom called *Ireland*, and, previous to such Marriage, did convey and grant, by Deeds of Lease and Release, the Release bearing Date the Twenty-sixth Day of *May* One thousand seven hundred and ninety-five, and made between the said *Robert Day* and *Elizabeth Day*, his Daughter, of the First Part; the said Sir *Edward Denny* of the Second Part; *Stephen Edward Rice* and *Henry Denny* above-mentioned of the Third Part; and the said *Robert Day*, *Stephen Edward Rice*, and *Henry Denny* of the Fourth Part, his said Life Estate and all other his Interest in the said Premises, to the said *Henry Denny*, *Stephen Edward Rice*, and *Robert Day*, and the Survivors and Survivor of them, and the Heirs of the Survivor, to the Uses and upon the Trusts in said Indenture mentioned: And whereas there are now Issue of the Marriage of the said Sir *Edward Denny* and *Elizabeth* his Wife, *Edward Denny*, *Robert Day Denny*, and *Henry Denny*, and several Daughters: And whereas no Power was given to the several Persons who should, after the Death of the said Sir *Barry Denny* and of the said *Barry Denny* the Younger, without Issue Male, be entitled to the said Premises, as Tenants for Life, to make Leases of any Part of the said Premises, except in the Town and Borough of *Tralee*: And whereas there is a Medicinal Spring or Spa upon the Lands of *Baltygarron*, Part of the said Premises, which is much resorted to in the proper Seasons by Invalids and other Visitors, and would be more frequented but for Want of fit and sufficient Accommodations; and it would be highly advantageous to all the Persons interested in the said Estate, and would raise the Value of the neighbouring Farms, that the Persons entitled to Estates for Life in the said Premises, under the Settlement aforesaid, should, under certain Restrictions, have a Power of making long Leases for the Purpose of building contiguous to the said Spa; and it would be also further advantageous to all the Persons interested in the said Estates, that the respective Tenants for Life should have a Power to make a long Lease of the Lot of Ground upon which the Manor Mills, now in a decayed State, stand, for the Purpose of erecting a Bolting Mill, Brewery, or Distillery thereon: And whereas a considerable Part of the said Estates are situate on the Bay of *Tralee* and Harbour of *Barrow*, and it would be advantageous to have a Power of demising some Parts of the same for long Terms of Lives or Years, for the Purposes of building Stores, Warehouses, or other Buildings: And whereas the several Persons entitled to Incumbrances upon said Premises, which Incumbrances amount to the Sum of Forty-nine thousand and Ten Pounds, seventeen Shillings and Fivepence Halfpenny, are become very pressing for the Payment of their respective Demands, and are proceeding to enforce a Sale of the said Estates by the Decree of the Court of Chancery in *Ireland*, and it would be highly advantageous to all the Persons interested in the said Estates, that said Demands should be paid off; but said several Purposes cannot be effectually executed without the Authority of Parliament; therefore, at the Petition and Request of the said Sir *Edward Denny* Baronet, and by and with the Consent of the said Dame *Jane Denny*, *Maynard Denny*, the Reverend *Maynard Denny*, and the Reverend *Barry Denny*, his eldest Son, be it enacted by the KING'S Most Excellent Majesty, by and with the Advice and Consent of the Lord's Spiritual and Temporal, and Commons in this present Parliament assembled, and by the Authority of the same, That the Fee and Inheritance of all that and those the Castle, Town, and

and Indentures of Settlement made in pursuance thereof, dated 26th May 1795.

Lands, and Manor of Tralee, otherwise Dennyvally and Castlemore, with other Premises in the County of Kerry, vested in Trustees.

Lands and Manor of *Tralee*, otherwise *Dennyvally* and *Castlemore*, with its several Subdenominations and Appurtenances, and of the Advowsons of *Tralee*, *Ballynabaglish*, *Clogbrien*, and *Anagh*, and of the Towns and Lands of *Kerrys* and *Ballyenaght*, *Knockenagh*, *Bally M'Egoe*, *Tonevane*, *Liscabane*, *Currane* and *Farranlaghesserry*, *Duagh*, and *Killballyliff*, *Cappaclough*, *Glanlough*, *Derrymore*, *Listellickey*, *Tougloght*, *Kilfenura*, *Killecrisk*, *Clownmore*, *Castle Countess*, *Cloughleigh*, *Rathnoonane*, *Barrow*, and *Abby House*, together with the Five Pounds Yearly Rent, issuing thereout, *Cnockicarrigyne*, being Part of *Glanlough*, *Newmanor*, *Clounalowne*, *Ballyvelly*, *Lobercannon*, and *Clogbrien*, *West Kerry's*, *Liftrim*, *Cahirard*, *Baltygarron*, the Six Plough Lands of *Knockanushe*, *Gortinpopa*, *Balloonab*, *Gortduffe*, *Givierland*, *Plakeen*, *Gortacatronig*, *Gortamonteen*, *Gortailcoran*, *Gortakerrydore*, the Manor of *Taulaght*, *Labern*, East and West Manor, *Tourliky*, *Monavally*, the Tythes of *Ballynabaglish*, *Crumpanerickard*, *Caberina*, *Clounanorig*, *Clounaloure*, *Cabirnamce*, *Curravagh*, East and West *Curraheen*, and a Chief Rent of Four Pounds a-Year issuing out of the Lands of *O'Brenan*, of Eleven Pounds out of the Lands of *Clabane*, of Twelve Pounds out of the Lands of *Carrignefeely*, of Ten Pounds two Shillings out of the Lands of *Skeabanagh*, of Ten Shillings out of the Lands of *Liftry*, of Ten Shillings out of the Abbey of *Ardfert*, and of Thirteen Shillings and Fourpence out of *Morris's* Tenement in the Town of *Tralee*, all situate, lying and being in the County of *Kerry*, together with their and every of their Subdenominations and Appurtenances, by whatsoever Name or Names the same, or any of them, now is, or are, or hath or have been known, called, or distinguished, shall be, and the same are hereby vested and settled in and upon the said Honourable *Robert Day*, One of his Majesty's Justices of the Court of King's Bench in *Ireland*, *Stephen Edward Rice* and *Richard Townsend Herbert*, and their Heirs and Assigns for ever, freed and discharged of and from all and every the Estates, Entails, Uses, Limitations, Reversions and Remainders whatsoever, in or by the said Articles of Agreement of the Twelfth Day of *January*, One thousand seven hundred and ninety-one, or said Deeds of Release of the Twenty-third Day of *February*, One thousand seven hundred and ninety-two, or of the Thirty-first Day of *December*, One thousand seven hundred and ninety-three, or of the Twenty-fifth Day of *May* One thousand seven hundred and ninety-five created, save the Jointures so provided for said Dame *Anne Denny*, and said Terms of Three hundred and Five hundred Years, upon the Trusts nevertheless, and to and for the Uses, Intents, and Purposes hereinafter mentioned, limited, and declared concerning the same; that is to say, upon Trust that the said *Robert Day*, *Stephen Edward Rice*, and *Richard Townsend Herbert*, shall, with all convenient Speed, by and with the Consent and Approbation of the said Sir *Edward Denny*, by the Sale or Mortgage of the Whole, or a competent Part of the said Castle, Town, Lands, Tenements, and Hereditaments aforesaid, in such Manner as they the said *Robert Day*, *Stephen Edward Rice*, and *Richard Townsend Herbert*, or the Survivors or Survivor of them, and the Heirs of such Survivor shall think fit, raise, levy, and pay, in the First Place, all the Expences of passing this Act, and the Execution of the Trusts reposed in them; and in the next Place, that they the said *Robert Day*, *Stephen Edward Rice*, and *Richard Townsend*

Townsend Herbert, or the Survivors or Survivor of them, and the Heirs of such Survivor, shall and may, by and under the Order and Direction of the High Court of Chancery in *Ireland*, to be made in a summary Way, on a Petition to be preferred by or on the Behalf of the said Sir *Edward Denny*, or by or on the Behalf of the Person or Persons for the Time being, who shall, by virtue of the Limitations contained in the said Deeds, of the Twelfth Day of *January*, One thousand seven hundred and ninety-one, and Twenty-third Day of *February*, One thousand seven hundred and ninety-two, be intitled to the Possession of the Hereditaments and Premises therein comprised, or to the actual Receipt of the Rents and Profits thereof, and in Case of the Infancy of the Person or Persons who shall so become intitled as aforesaid, then upon the Petition in like Manner to be preferred of the Guardian or Guardians of such Infant or Infants, raise and pay to the Person or Persons who shall be entitled thereto, all such Sum or Sums of Money as now are under the said Deeds of the Twelfth Day *January*, One thousand seven hundred and ninety-one, and Twenty-third Day of *February*, One thousand seven hundred and ninety-two, or otherwise, Liens upon the said Estate, according to their legal Course of Priority, together with all Interest and Costs now due, or hereafter to grow due thereon, as the said Court shall by any such Order direct to be paid or satisfied; and, upon further Trust, in the mean Time, by Perception of the Profits, to pay off and discharge the accruing Interest upon the different Securities, and the different Gales or Payments of Jointures which shall become due to the said Dame *Jane Denny*, Dame *Anne Denny*, otherwise *Floyd*, and *John Floyd*, and their respective Assigns, and as to and for all and every the Residue and Remainder of said Castle, Towns, Lands, Tenements, Hereditaments, and Premises, which shall not be sold for the Purposes aforesaid; and as to the Equity of Redemption of such Part or Parts thereof, as shall be mortgaged for the Purposes aforesaid, on Trust for the Person and Persons, Annuitant and Annuitants, who would respectively be intitled to the same, if this Act had never been made.

II. Provided always, and be it further enacted by the Authority aforesaid, That if any Surplus Monies arising from such Sales or Mortgages as aforesaid, shall remain in the Hands of the said *Robert Day*, *Stephen Edward Rice*, and *Richard Townsend Herbert*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, after such Payments and Disbursements as aforesaid; then, and in such Case, all such Surplus Monies shall be forthwith paid, without Fee or Reward, into the Bank of *Ireland*, to be placed there to the Account of the said *Robert Day*, *Stephen Edward Rice*, and *Richard Townsend Herbert*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, pursuant to the Method prescribed by the *Irish* Statute of the Twenty-third and Twenty-fourth of *George* the Third, Chapter Twenty-two, and the General Orders of the said Court, and shall, when so paid in, be laid out in the Purchase of *Irish* Government Debentures, or *Irish* Treasury Bills, and that the Interest arising from the Money so laid out in the Purchase of Debentures, or *Irish* Treasury Bills, and the Money received for the same, as they shall respectively be paid off by Government, shall be laid out in the Name of the said Accountant General, in the Purchase of other like Debentures or Treasury Bills, all which said Debentures and Treasury Bills shall be deposited in the said Bank, in the Name of the said Accountant General, and shall remain there until a proper Purchase

Clause to direct how the Residue (if any) of the Monies shall be applied.

or Purchases be found and approved by the said Court, and until the same shall upon a Petition setting forth such Approbation to be preferred to the said Court in a summary Way, by or on the Behalf of the said Sir *Edward Denny*, or by or on the Behalf of the Person or Persons for the Time being, intituled, in Possession, to the Hereditaments and Premises comprized in the said hereinbefore recited Settlements, or to the actual Receipt of the Rents and Profits, and in case of the Infancy of the Person or Persons so intituled as aforesaid, then upon Petition, to be preferred as aforesaid, of the Guardian or Guardians of such Infants, be ordered to be sold by the said Accountant General, for the completing such Purchase, in such Manner as the said Court shall think just and direct: And that if the Money arising from the Sale of such Debentures or Treasury Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then, and in that Case only the Surplus which shall remain, after discharging the Expence of the Applications to the Court, shall be paid to the Person or Persons respectively, who would have been intituled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons,

Reservation
of Jointure
Power to
Jane Denny.

III. And be it further enacted, That the said Dame *Jane Denny* shall have the same Powers, to recover the several Jointures, to which she is intituled, out of such Part of the said Lands or Premises, which shall not be sold, under the Authority aforesaid, as she would have had, if this Act never had been made.

Trustees'
Receipts to
be sufficient
to Purchasers
and Mort-
gagees, &c.

IV. And be it further enacted, by the Authority aforesaid, That the Receipt and Receipts of the said *Robert Day*, *Stephen Edward Rice*, and *Richard Townsend Herbert*, or any Two of them, or the Survivors or Survivor of them, or the Heirs of such Survivor, indorsed on any Deed or Deeds of Sale, or Mortgage of the Premises hereby vested, to be sold or mortgaged, or of any Part or Parcel thereof, shall be good and sufficient Discharges to the Purchaser or Purchasers, Mortgagee or Mortgagees, for all such Sum or Sums of Money as shall be paid to the said *Robert Day*, *Stephen Edward Rice*, and *Richard Townsend Herbert*, or any of them, or to the Survivors or Survivor of them, or to the Heirs of such Survivor; and such Purchaser and Purchasers, Mortgagee and Mortgagees, shall not be accountable for the Application, Misapplication, or Non-application of the Money so by him or them paid on such Purchase or Purchases, Mortgage or Mortgages; and that each and every Parcel of the said Premises, which shall be sold or mortgaged, either together or separately as aforesaid, upon the Payment of the full entire Purchase Money or Mortgage Money, agreed to be paid for the same, in Manner aforesaid, shall be for ever discharged, acquitted, and exonerated of and from all Manner of Debts, Charges, and Incumbrances, Annuities and Jointures, save as aforesaid, at the Time of making such Sale or Mortgage, affecting the same, save and except the Tenants' Leases now in being, or hereafter to be made, in pursuance of the hereby after created Powers; and that all and every such Sale and Sales, Mortgage and Mortgages, which shall be made for the Purposes aforesaid, by the said *Robert Day*, *Stephen Edward Rice*, and *Richard Townsend Herbert*, or any Two of them, or the Survivors or Survivor of them, or the Heirs of such Survi-

VOT,

vor, of all or any of the Castle, Towns, Lands, Tenements and Hereditaments, and Premises aforesaid, either by Bargain and Sale enrolled, or by any Conveyance or Assurance in the Law, shall be good, valid, and effectual in the Law, to all Intents and Purposes whatsoever, against all and every Person and Persons, claiming or to claim by virtue of or under the said several before-mentioned Settlements and Deeds, and each, every, and any of them; and such Purchaser and Purchasers, Mortgagee or Mortgagees, his, her, or their Heirs, Executors, Administrators and Assigns respectively, shall have, hold, occupy, possess and enjoy the said Castle, Manor, Towns, Lands, Tenements, Hereditaments and Premises which shall be so conveyed to them respectively; freed and discharged of and from all and every the Uses, Estates, Entails, Provisoes, Trusts, Powers, Remainders, Reversions, Limitations, Charges, and Incumbrances whatsoever, in the said several and beforementioned Settlements and Deeds, or any of them, contained, save as aforesaid.

V. Provided always, and be it further enacted, by the Authority aforesaid, That the said *Robert Day*, *Stephen Edward Rice*, and *Richard Townsend Herbert*, and each of them, and the Heirs, Executors and Administrators of each of them, shall not be answerable or accountable for any further or other Sum or Sums of Money, but what each of them shall respectively actually receive, or for any Loss, but such as shall happen by the wilful Default of each of them respectively.

Trustees only answerable for their own Receipts respectively.

VI. And be it further enacted, by the Authority aforesaid, That it shall and may be lawful to and for the said *Robert Day*, *Stephen Edward Rice*, and the other Trustee and Trustees, who shall or may be nominated under the Provisions of the said in Part recited Deed of the Twenty-sixth Day of *May* One thousand seven hundred and ninety-five, during the Lifetime of the said *Sir Edward Denny*, by and with the Consent of the said *Sir Edward Denny*, testified in Writing under his Hand and Seal; and after his Decease without Issue Male, to and for the said several Persons in Remainder, to the said Castle, Manors, Towns, Lands; Tenements and Hereditaments, under the said recited Settlements; when, and as they shall respectively be in Possession of any Part of the Premises aforesaid, under and by virtue of the Trusts and Limitations in any of the beforementioned Deeds; and in case of the Infancy of the Person or Persons who shall so become intitled as aforesaid, then to and for the Guardian or Guardians of such Infant or Infants, to demise or lease the said Premises, or any Part or Parcel thereof, subject however to any Mortgage which may have been thereof executed of such Lands; in pursuance of the Provisions of this Act, for One, Two, or Three Lives, or for any Number of Years, not exceeding Thirty-one Years, in Possession, and not in Reversion, Remainder or Expectancy, so as upon every such Lease there be reserved and made payable, during the Continuance thereof, the most and best improved Yearly Rent that can be reasonably had or gotten for the same, without taking any Sum or Sums of Money or other Thing, by Way of Fine or Consideration, for or in respect of such Lease or Leases, and so as none of such Lease or Leases be made dispensable of Waste by express or any other Words; and so as such Lease or Leases shall contain Clauses for Distress and Re-entry, in case of Non-payment of the said reserved Rent, and so as the Lessee or Lessees to whom such Lease or Leases be made,

Leasing Power for Thirty-one Years in Possession.

[*Loc. & Per.*]

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shall

shall seal and deliver Counterparts of such Lease or Leases; any Thing in the said hereinbefore-mentioned Deed or Settlements notwithstanding.

Reservation of a Power to make Leases under afore-said Settlements in the Borough and Town Tralee.

VII. Provided, however, and be it enacted, by the Authority aforesaid, That nothing in this Act contained, shall in any Manner diminish or impair any Right or Power which the said Sir *Edward Denny*, or the said *Robert Day*, *Stephen Edward Rice*, and the other Trustees hereafter to be nominated of the Marriage Settlement of the said Sir *Edward Denny*, or the said *Maynard Denny*, or *Anthony Denny*, the Sons of the said Sir *Barry Denny* now have or hereafter may have, of making Leases of any Part of the Town and Borough of *Tralee*; under or by virtue of any of the hereinbefore recited Deeds or Settlements.

Power to grant Leases for 999 Years.

VIII. And be it further enacted, That it shall and may be lawful to and for the said *Robert Day* and *Stephen Edward Rice*, and the other Trustees hereafter to be nominated pursuant to the Provisions of the said Sir *Edward Denny's* Marriage Settlement, at any Time during the Lifetime of the said Sir *Edward Denny*, by and with his Consent, testified in Writing under his Hand and Seal, and after his Decease, without Issue Male, to and for the said several other Persons in Remainder under the said recited Settlements, when and as they shall respectively be in Possession of the said Castle, Towns, Manors, Lands, Tenements and Premises aforesaid: And in case of the Infancy of the Person or Persons who shall so become intitled as aforesaid, then to and for the Guardian or Guardians of such Infant or Infants, to lease or demise any Part of the Farms and Lands immediately contiguous to or within the Distance of One hundred and sixty Perches from the said Spa, or Forty Perches from the Bay of *Tralee*, or Harbour of *Barrow*, not exceeding in the whole the Number of Two hundred Acres, in Lots for Building, of not more than Five Acres each: and also the Manor Mills, with any Number of Acres adjoining thereto not exceeding Seven, for any Number or Years not exceeding Nine hundred and ninety-nine Years, or for any Number of Lives, with or without a Covenant for perpetual Renewal, in Possession, but not in Reversion, Remainder, or Expectancy, so as upon every such Lease there be reserved and made payable, during the Continuance thereof, the most and best improved Yearly Rent which can be reasonably had or gotten for the same without taking any Sum or Sums of Money, or other Thing, by way of Fine or Consideration, for or in respect of such Lease or Leases, and so as in every such Lease of any Lot in the Neighbourhood of the said Spa, or the Bay of *Tralee*, or Harbour of *Barrow*; there shall be contained, on the Part of the Lessee, a Covenant to erect, within Five Years after the Execution of such Lease, slated Houses or Buildings, and to expend on the building of the same, not less than the Sum of One Hundred Pounds Sterling, for every Acre comprised in such Lot, and so in Proportion for every lesser Quantity; and in any Lease of the said Mills that there shall be contained, on the Part of the Lessee, a Covenant to expend, within Five Years, not less than the Sum of Five Hundred Pounds, in erecting a Bolting Mill, or Distillery, or Brewery, or in default of such Covenants respectively, that every such Lease shall be utterly null and void, and so as in every such Lease there be inserted a Covenant, on
the

the Lessees' Part, to uphold the Improvements, and so as the Lessee or Lessees to whom such Lease or Leases be made, shall seal and deliver Counterparts thereof.

IX. Provided always, and be it further enacted, That all such Leases so to be made for the said Term of Nine hundred and ninety-nine Years, shall be made under the Directions of His Majesty's High Court of Chancery, in that Part of the united Kingdom called *Ireland*, upon a Petition to be preferred in a summary Way by or on the Behalf of the said Sir *Edward Denny*, or by or on the Behalf of the Person or Persons who for the Time being shall by virtue of the Limitations contained in the said before recited Settlements, be entitled to the Possession of the Hereditaments and Premises therein mentioned, or to the actual Receipt of the Rents and Profits thereof; and in Case of the Infancy of the Person or Persons who shall so become intitled as aforesaid, then upon the Petition to be in like Manner preferred of the Guardian or Guardians of such Infant or Infants.

X. And saving also to the King's most Excellent Majesty, his Heirs and Successors, and to the said Dame *Anne Denny*, otherwise *Floyd*, and her Husband the said *John Floyd*, and the several Trustees of, and Persons having beneficial Interests under the said Trust Terms of Three hundred and Five hundred Years, and to all other Person and Persons, Bodies Politic and Corporate, their respective Heirs, Successors, Executors and Administrators, other than and except the said Sir *Edward Denny*, Dame *Jane Denny*, *Maynard Denny* and *Anthony Denny*, the Sons of the said Sir *Barry Denny*, the Reverend *Maynard Denny*, *Barry Denny*, *Thomas Stoughton Denny*, *Anthony Denny*, *Arthur Denny*, and *Edward Denny*, the Sons of the said Reverend *Maynard Denny*, and the Issue of the said Sir *Edward Denny*, and the Issue Male of the said *Maynard Denny*, *Anthony Denny*, the Reverend *Maynard Denny*, *Barry Denny*, *Thomas Stoughton Denny*, *Anthony Denny*, *Arthur Denny*, and *Edward Denny*, all such Right, Title, Estate, and Interest whatsoever, both at Law and in Equity, as they, or any of them had, have, could, or ought to have of, in, to, or out of all or any of the aforesaid Castle, Towns, Manors, Lands, Tenements, Hereditaments, and Premises in and by this Act vested and disposed for the Purposes aforesaid, as fully, to all Intents and Purposes, as if this Act never had been made, any Thing hereinbefore contained to the contrary thereof, in any wise notwithstanding.

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

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General

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