



ANNO QUINQUAGESIMO SECUNDO

# GEORGI III. REGIS.

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*Cap. 204.*

An Act for vesting Part of the settled Estates of *Maurice Nugent O'Connor* Esquire, in the County of *Roscommon*, in *Ireland*, in Trustees, to be sold for Payment of Incumbrances, and for settling other Estates in the *King's County*, in *Ireland*, in lieu of the Estates so to be sold.

[18th July 1812.]

**W**HEREAS by Indentures of Lease and Release bearing Date respectively on or about the Twentieth and Twenty-first Days of *December* One thousand seven hundred and fifty-two, the Release of Four Parts, and expressed to be made between *John O'Connor* of *Mount Pleasant*, in the *King's County*, Esquire, of the First Part; the Right Honourable *James* Lord Baron of *Kingston*, and the Honourable *Anthony Malone* Esquire, of the Second Part; *Edmond Malone*, of the City of *Dublin*, Esquire, One of His Majesty's Counsel at Law, and *Edmond Malone*, of *Balnahone*, in the County of *Westmeath*, Esquire, of the Third Part; and *Richard Malone* Esquire, His Majesty's Serjeant at Law, and *Mary Malone*, eldest Daughter of the said *Richard Malone*, of the Fourth Part; (being the Settlement made previously to the Marriage then intended, and which was afterwards had between the said *John O'Connor* and *Mary Malone*) in Consideration of said intended Marriage, he the said *John O'Connor* granted and confirmed unto the said *James* Lord *Kingston* and *Anthony Malone* all that and those the

[*Loc. & Per.*]                      50 A                      Manors,

Manors, Towns, Lands, Tenements, and Hereditaments therein mentioned; (that is to say), all that and those the Towns and Lands of *Mount Pleasant*, with the Demesne thereunto belonging, *Ballygravell*, *Cloutinglogh*, *Cappagarane*, *Colafubbole*, *Derrilaghan*, *Hoggboys Meadow*, *Conrys Bottom*, *Holmes Hill*, and *Brackagh*, all situate, lying, and being in the *King's County*; and also all that and those the Town and Lands of *Cote Hall*, and the Island thereunto belonging, *Bracklone*, *Drimard*, *Cooldaigh*, *Clegnab*, *Gloonyruffs*, *Derrinlamenteally* otherwise *Derreenlaveannalla* Parks, and the Kennell, *Knockedonnell*, *Knockelassa*, *Gloriabegg* and *Gloriamore*, *Loughill*, *Derrynasyre*, *Drimfalagh*, *Cloncouse*, *Drimnelrey*, *Knocksinane*, *Clonkeen*, Part of *Clane Tullyoat*, *Tullynehinch*, *Drumrossna*, *Drumboylean*, *Darensfoogh*, *Derrycoofane*, *Dromtimaniff*, *Derrying*, *Cloonyward*, *Annagh Cloonfad*, *Lustagh*, *Drumblahard*, *Drumturk*, *Shanballybane*, *Cloongregban*, *Killidane*, Part of *Clane Behey*, Part of *Clane Tobertarvone*, and the Island of *Ennistira*, situate, lying, and being in the County of *Roscommon*, with the Appurtenances; to hold the same unto the said *James Lord Kingston* and *Anthony Malone*, their Heirs and Assigns, to the Use of the said *John O'Connor* and his Assigns for his Life, with Remainder to the Use that the said *Mary Malone* might take thereout (in case she survived the said *John O'Connor*) a Yearly Rent-charge of Five hundred Pounds by Way of Jointure, with Remainder to the Use of said *Edmond Malone* and *Edward Malone*, their Executors, Administrators, and Assigns, for a Term of Five hundred Years, upon the Trusts therein aftermentioned and subject thereto, to the Use of the first and other Sons of the said then intended Marriage successively in Tail Male, with Remainder to the Use of the said *John O'Connor*, his Heirs and Assigns for ever; and the Trusts of the said Term were thereby declared to be, in the first place, for securing to the said *Mary Malone* the said Jointure of Five hundred Pounds, and then to raise the Sum of Six thousand Pounds as the Portions of the younger Children of the said intended Marriage, to be paid in such Manner as the said *John O'Connor* should by Deed or Will appoint; and in Default thereof to be paid to them, Share and Share alike, to the Sons on attaining the Age of Twenty-one Years, and to the Daughters on attaining that Age or Day of Marriage, with Interest as therein: And whereas the said *John O'Connor* departed this Life without having made any Appointment of the said Sum of Six thousand Pounds amongst his younger Children, pursuant to the Power in that Behalf given to him by the said recited Indenture of Settlement, having intermarried with and survived the said *Mary Malone*, who has been dead many Years, and leaving Issue by her Eight Children, (*videlicet*) *Maurice O'Connor*, his eldest Son and Heir at Law, and *Richard O'Connor*, *Henry O'Connor*, *John O'Connor*, *Mary* the Wife of *Edmond Malone*, *Frances* the Wife of *Philip Stepney*, *Anne* the Wife of *Edmond Malone*, and *Jane* the Wife of *James Malone*: And whereas the said *Maurice O'Connor*, in the Eighteenth Year of the Reign of His present Majesty, suffered Recoveries of all the Estates comprized in the said Indenture of Settlement: And whereas by Indenture bearing Date on or about the Twenty-seventh Day of *May* One thousand seven hundred and seventy-eight, and made between the said *Maurice O'Connor* of the first Part, *Richard Malone* Esquire, of the second Part, and *William Lyster* Esquire, of the third Part, it was thereby declared, that the said Recoveries should enure to the Use of the said *Maurice O'Connor*, his Heirs and Assigns for ever: And whereas by an Indenture of Mortgage, bearing Date on or

about the First Day of *November* One thousand seven hundred and ninety-one, and made between the said *Maurice O'Connor* of the first Part, *Thomas Bernard* of *Castletown* in the *King's County*, Esquire, of the other Part, the said *Maurice O'Connor*, in Consideration of Ten thousand Pounds granted all and singular the said Towns, Lands, and other Hereditaments, comprized in the said recited Indentures and common Recoveries, unto the said *Thomas Bernard* by Way of Mortgage, for securing the principal Sum of Ten thousand Pounds, and Interest; and in the said Indenture is contained a Covenant that the said Town-Lands and other Hereditaments should stand charged and chargeable with any other Sum or Sums that should be advanced by the said *Thomas Bernard* to the said *Maurice O'Connor*: And whereas the said *Maurice O'Connor* hath out of his own proper Monies and personal Estate paid off and discharged the said Sum of Six thousand Pounds, directed to be raised for the Portions of the said Brothers and Sisters by the said recited Indenture of Settlement: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Second and Third Days of *May* One thousand seven hundred and ninety-four, the Release, of Four Parts, and made between the said *Maurice O'Connor* by the Name of *Maurice Nugent O'Connor* of the first Part; Sir *Thomas Burke* Baronet, by the Description of *Thomas Burke* of *Marble Hill*, in the County of *Galway*, Esquire, and *Maria Burke*, his Daughter, of the second Part; the Honourable *Robert Rochford*, and *Richard Malone* Esquire, of the third Part; and *Denis Bowes Daly* and *Michael Burke* of the fourth Part, (being the Settlement made previously to the Marriage of the said *Maurice O'Connor* with the said *Maria Burke*); in consideration of such intended Marriage, the said *Maurice Nugent O'Connor* did grant and convey all and singular the said several Town-Lands, Tenements, and Hereditaments comprized in the recited Indentures and common Recoveries, as were situate, lying, and being in the said County of *Roscommon*, (being Part of the Hereditaments comprized in the said recited Indentures and common Recoveries) to the Use of the said *Maurice O'Connor*, and his Assigns, for his Life, with Remainder to the Use that the said *Maria O'Connor* might take thereout, (in case she should survive the said *Maurice Nugent O'Connor*) a Yearly Rent-charge of Five hundred Pounds, in case there should be Issue Male of said intended Marriage; but in case there should be no Issue Male, then the Sum of Seven hundred Pounds for her Life, by way of Jointure, with Remainder to the Use of said *Denis Bowes Daly* and *Michael Burke*, their Executors, Administrators, and Assigns, for a Term of Five hundred Years, upon the Trusts thereafter mentioned, with Remainder to the Use of the first and other Sons of the said intended Marriage successively, in Tail Male, with Remainder to the Use of the said *Maurice Nugent O'Connor*, his Heirs and Assigns for ever; and the Trusts of the said Term of Five hundred Years were thereby declared to be, in the first place, for better securing the said Jointure of Five hundred Pounds or Seven hundred Pounds, to the said *Maria O'Connor*, and then for raising the Sum of Six thousand Pounds for the Portions of the younger Children of the said intended Marriage: And whereas the said *Maurice Nugent O'Connor*, on or about the Thirtieth Day of *May*, in the Year One thousand seven hundred and ninety-four, intermarried with the said *Maria* his now Wife, and hath Issue by her now living One Son and Four Daughters;

ters; (*videlicet*) *John O'Connor, Catherine O'Connor, Mary O'Connor, Julia O'Connor, and Elizabeth O'Connor*, all now Infants under the Age of Twenty-one Years: And whereas by Indenture bearing Date the First Day of *November* One thousand eight hundred and eleven, the said *Thomas Bernard*, in Consideration of the Sum of Ten thousand Pounds, granted and assigned said recited Mortgage of the First Day of *November* One thousand seven hundred and ninety-one, and all the Lands therein comprized, unto the Right Honourable *Maurice Lord Baron Hartland*, to hold to him, his Heirs, Executors, Administrators, and Assigns, subject to Redemption on Payment of said Sum of Ten thousand Pounds and Interest: And whereas the said principal Sum of Ten thousand Pounds, together with Interest from the First Day of *November* last, remains due and owing to the said *Maurice Lord Hartland*, upon the said recited Indenture of Mortgage and Assignment: And whereas the whole of the Estates comprized in the said first Indenture of Settlement of the Twenty-first Day of *December* One thousand seven hundred and fifty-two, and whereof common Recoveries were so suffered, and the Uses thereof declared to enure to the Use of the said *Maurice O'Connor* in Fee as aforesaid, and also comprized in the said Indenture of Mortgage to the said *Thomas Bernard*, now stand charged with the said principal Sum of Ten thousand Pounds: And whereas the said last-recited Indenture of Settlement of the Thirtieth Day of *May* One thousand seven hundred and ninety-four, comprizes only Part of the said Estates (*videlicet*) the *Roscommon* Estate, and the said *Maurice Nugent O'Connor* is therefore desirous that that Part of the said Estate called the *Roscommon* Estate, and which Part is more particularly described and comprized in the First Schedule to this Act annexed, should be vested in Trustees freed and discharged from the Uses of the said Settlement of the Thirtieth Day of *May* One thousand seven hundred and ninety-four, in Trust to be sold, and the clear Monies thence arising laid out in the Payment and Discharge of the said principal Sum of Ten thousand Pounds and Interest now due and charged on the Entire of the said Estates as aforesaid, and from the said Portions of Six thousand Pounds, so provided by the said Settlement of One thousand seven hundred and fifty-two, and that Part of the said Estates in the said *King's County*, and whereof or whereto the said *Maurice Nugent O'Connor* is so seised in Fee Simple as aforesaid, and which Part is more particularly described and comprized in the Second Schedule to this Act, should be settled to the subsisting Uses of the said Indenture of Settlement of the Thirtieth Day of *May* One thousand seven hundred and ninety-four, freed and discharged from the said principal Sum of Ten thousand Pounds, and Six thousand Pounds and Interest: And whereas the said Part of the said Estate called the *Roscommon* Estate, (and which Part is more particularly mentioned and comprized in the First Schedule to this Act annexed) hath lately been valued by *James Johnston*, Land Surveyor, at the Sum of Eighteen thousand and seventy-nine Pounds Seven Shillings and Ninepence, if now to be let and out of Lease: And whereas the said Part of the said Estate in the said *King's County*, and which Part is more particularly mentioned in the said Second Schedule to this Act annexed, hath lately been valued by *Joseph S. Lalley*, Land Surveyor, and *Michael Burke* Esquire, together with the Timber thereon, at the Sum of Twenty-three thousand and ninety Pounds, being a much greater Sum than what the said Part of the said *Roscommon* Estate hath been valued

valued at, and exclusive of the Value of an House on the said Land in the *King's County*, which lately cost Six thousand Pounds: And whereas it would be of very great Benefit and Advantage to the several Persons claiming under the Limitations contained in the said Indenture of Settlement, of the Thirtieth Day of *May* One thousand seven hundred and ninety-four, if the several Purposes above-mentioned were carried into Effect; but as the same cannot be effected without the Aid of Parliament, Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Maurice O'Connor*, and *Maria*, his Wife, on Behalf of themselves and the said Infant Children, *John, Catharine, Mary, Julia*, and *Elizabeth*, do most humbly beseech Your Majesty; That it may be enacted, and be it enacted by the King's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in the present Parliament assembled, and by the Authority of the same, That all those the Part and Parts of the several Messuages, Towns, Lands, Tenements, and Hereditaments, comprised and mentioned in said Indentures of the Twentieth and Twenty-first *December* One thousand seven hundred and fifty-two, and Second and Third of *May* One thousand seven hundred and ninety-four, and situate, lying and being in the said County of *Roscommon*, and which Parts are hereinafter mentioned, and more particularly described and comprised in the said First Schedule to this Act annexed; to wit, the Towns and Lands of *Clane* otherwise *Cleen*, *Cultadine* otherwise *Killidane*, *Derreenmore* alias *Derreenbeg* alias *Derrying*, *Tullynehinch*, *Tubbertarwoone*, and *Davagh*, being Part of *Tubbertarwoone*, together with their and every of their Rights, Members and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall from and immediately after the passing of this Act, be vested in and the same are hereby vested in the said Right Honourable *Denis Bowes Daly*, and *John Burke* Esquire, their Heirs and Assigns, to the Use of them the said *Denis Bowes Daly* and *John Burke*, their Heirs and Assigns, forever freed and absolutely acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Powers, Conditions, Charges, and Limitations; in and by the said recited Indenture of Settlement of the Thirtieth Day of *May* One thousand seven hundred and ninety-four, limited, expressed, and declared of and concerning the same, but upon Trust that they the said *Denis Bowes Daly* and *John Burke*, or the Survivor of them, or the Heirs of such Survivor, do and shall, with all convenient Speed, and with the Consent and Approbation, in Writing, of the said *Maurice Nugent O'Connor*, during his Life, and after his Decease with the Consent and Approbation, in Writing, of the Person or Persons who, if this present Act had not been made, would for the Time being, under the Limitations contained in the said Indenture of Settlement of the Thirtieth Day of *May* One thousand seven hundred and ninety-four, have been entitled in Possession to the said Hereditaments hereby vested as aforesaid, or to the Receipt of the Rents and Profits thereof; but if such Person or Persons shall be under the Age of Twenty-one Years, then with the Consent, in Writing, of his, her, or their Guardian or Guardians respectively, sell and dispose of the said Messuages, Town Lands, and Hereditaments, hereby vested as aforesaid, and comprised in the said First Schedule, with their respective Appurtenances either together or in Parcels, and either by Public Auction or Private Contract, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers

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chasers thereof, for such Price or Prices in Money, as can or may be reasonably had or gotten, and do, and shall, and may convey and assure the same unto the Purchaser or respective Purchasers thereof, and his, her, or their Heirs or Assigns respectively; or as he, she, or they shall direct or appoint, freed and discharged as aforesaid; and such Purchaser or Purchasers shall pay his, her, or their Purchase Money, in the first place, in or towards the Payment and Discharge of the said mortgaged Sums of Ten thousand Pounds and Six thousand Pounds, and the Interest thereof, and after full Payment and Discharge of such Principal Sums and Interest, shall pay the Residue or Surplus (if any) of such Purchase Money, unto the said *Maurice Nugent O'Connor*, his Executors, Administrators, or Assigns, for his and their own absolute Use and Benefit.

Receipt of  
Persons en-  
titled to the  
Money to be  
a sufficient  
Discharge.

II. And be it further enacted, That the Receipt or Receipts of the Person or Persons intitled to the said Sum of Ten thousand Pounds, and Six thousand Pounds, and Interest, for or in respect of the same, and the Receipt or Receipts of the said *Maurice Nugent O'Connor*, or his Executors, Administrators, or Assigns, for or in respect of the Residue and Surplus of the Monies arising from such Sale or Sales, shall be a good and effectual Release and Discharge to each and every Purchaser and Purchasers of the said Messuages, Town-Lands, and Hereditaments hereby vested as aforesaid, and comprized in the said First Schedule to this Act annexed; and such Purchaser or Purchasers paying his, her, or their Purchase Monies, and taking such Receipt or Receipts as aforesaid, and his, her, or their respective Heirs, Executors, and Administrators; and said Lands so sold shall be, and he, she, and they, is and are hereby absolutely acquitted, exonerated, and discharged of and from the same, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of the Money in such Receipt or Receipts mentioned or acknowledged to be received, or any Part thereof.

Rents and  
Profits to be  
received by  
Persons who  
would have  
been entitled  
thereto if this  
Act had not  
been made.

III. And be it further enacted, That in the meantime and until the said Hereditaments and Premises shall be sold under the Trusts aforesaid, the said *Denis Bowes Daly*, and *John Burke*, and their Heirs, shall permit and suffer the same to be held and enjoyed, and the Rents and Profits thereof to be received and taken by the Person or Persons who would have been entitled to or ought to have held and enjoyed, received, and taken the same, if this Act had not been made.

Assuring  
Lands in  
King's  
County to  
Uses of Set-  
tlement of  
1794.

IV. And be it further enacted, That from and immediately after the passing of this Act, all the Part and Parts of the several Messuages, Town-Lands, and Hereditaments, comprized and mentioned in said Indentures of the Twentieth and Twenty-first *December* One thousand seven hundred and fifty-two, situate, lying and being in the *King's County*, and which Parts are herein-after mentioned, and are more particularly described in the said Second Schedule to this Act annexed; to wit, that Part of the demesne Lands of *Mount Pleasant*, containing Two hundred and ninety-three Acres, Two Roods, and Twenty Perches, be the same more or less, together with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall be and the same are hereby limited and assured unto the said *Richard Malone*, and his Heirs, to the several Uses upon and for the several Trusts, Ends, Intents, and Purposes, and with

under, and subject to the several Powers, Provisoes, Declarations, and Agreements in and by the said recited Indenture of Settlement of the Thirtieth Day of *May* One thousand seven hundred and ninety-four, expressed, declared, and contained of and concerning the several Hereditaments and Premises therein, respectively comprized, or such and so many of them as are now subsisting, undetermined, and capable of taking Effect; but freed nevertheless and absolutely acquitted, exonerated, and discharged of and from the said recited Indenture of Mortgage of the First Day of *November* One thousand seven hundred and ninety-one, and the said Principal Sum of Ten thousand Pounds, and Interest, thereby secured, and all Claim and Demands in respect thereof; or any Part thereof; and also freed and discharged of and from the said Sum of Six thousand Pounds, so charged on said Lands, by said Indenture of the Twentieth and Twenty-first *December* One thousand seven hundred and fifty-two, and the Interest thereof.

V. And be it further enacted; That the said *Denis Bowes, Daly* and *John Burke*, or either of them; their, or either of their Heirs, Executors, or Administrators, shall not be accountable for any more of the Trust Monies than they shall respectively actually receive by virtue of the Trusts afore-<sup>to be ac-</sup> said, nor for any Loss thereof, so as such Loss happen without their wilful Neglect, nor any of them, for the others, or other of them, but each of them only for his own Acts and Defaults. <sup>countable for each other.</sup>

VI. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Successors, Executors, Administrators, and Assigns (other than and except the Mortgagee under and by virtue of the said recited Indenture of Settlement of the first Day of *November* One thousand seven hundred and ninety-one, his Heirs, Executors, Administrators, and Assigns; and other than and except the said *Maurice O'Connor* and *Maria* his Wife, and their several and respective Issue, both Male and Female, and the Heirs of the respective Body and Bodies of such Issue, and the several Trustees, and all and every other Person and Persons whomsoever having or claiming any Estate, Right, Title, or Interest in the several Hereditaments and Premises comprized in the said Two several Schedules to this Act annexed, so far as such Estates, Rights, Titles, and Interests are intended to be barred by this Act) all such Estate, Right, Title, Interest, Claim, and Demand, in, to, or out of the same Hereditaments and Premises respectively, as they, and every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed, in case this Act had not been made. <sup>General Saving.</sup>

VII. And be it further enacted, That this Act shall be printed by the several Printers to the King's Most Excellent Majesty, duly authorized to print the Statutes of the United Kingdom; and that a Copy thereof, so printed by any of them, shall be admitted as Evidence thereof by all Judges, Justices, and others. <sup>Act to be printed by the King's Printer.</sup>

The First SCHEDULE to which the foregoing Act  
refers,

Containing the Part of the Estates situate in the County of  
*Roscommon* intended to be fold.

*Clane* otherwise *Cleen*, as held by the Representatives of *Matthew Kilkenny*.

*Cultadine* otherwise *Killidane*; *Derreenmore*, alias *Derreenbeg*, alias *Derrying*, as held by the Representatives of *William Lloyd*.

*Tullynehinch*, as held by *Patrick Frazer*, and *Tubbartarvone* and *Davagh*, being Part of *Tubbartarvone*, held by the Representatives of *Dean French*, containing in the whole Four hundred and thirty-five Acres, Two Roods, and Fifteen Perches, now set at 199l. 14s. 6d., and estimated (if out of Lease) at 18,079l. 7s. 9d.

Edm<sup>d</sup>. Kelly.

The Second SCHEDULE to which the foregoing Act  
refers,

Containing the Part of the *King's County* Estate intended to be  
settled.

That Part of the Demesne Lands of *Mount Pleasant*, containing Two hundred and ninety-three Acres, Two Roods, and Twenty Perches, now in Hand, but estimated at 23,090l., bounded on the North and East by *Mount Pleasant Lake*, and on the West and South by the Road to *Tullamore*, and that Part of the said Lands known by the Name of the *Black Lion*, Holding.

Edm<sup>d</sup>. Kelly.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,  
Printers to the King's most Excellent Majesty. 1812.