



ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

Cap. cliii.

An Act for the Establishment of the Farmers
Estate Society, *Ireland*. [31st August 1848.]

WHEREAS the Formation and Establishment of a permanent Body of independent Yeomen, consisting of resident Proprietors holding Farms in Fee Simple, containing respectively not less than Thirty Acres, would materially improve the social Condition of *Ireland*, by promoting the better Cultivation of Land, the Reclamation of waste Land, and by personally interesting a large Proportion of the Population in the Preservation of Peace and Order: And whereas there are many Persons in *Ireland* possessing a limited Amount of Capital, which they would gladly employ in the Purchase of Land, if Facilities were given for the Transfer of Estates, or Portions thereof; And whereas the Acquisition of small Portions of Land not being less respectively than Thirty Acres, and the Creation thereby of a Class of Yeomen Proprietors as aforesaid, would be materially facilitated by enabling such Persons to acquire a good Title in Fee Simple to such Portions of Land, either by an immediate Payment of the whole Purchase Money, or by the Payment thereof in part immediately and in part by deferred Instalments: And whereas the aforesaid Objects can be advantageously effected by means of a Joint Stock Company duly incorporated

[Local.]

porated

Certain Provisions of 8 & 9 Vict. c. 16. incorporated with this Act.

porated for that Purpose : And whereas the several Persons herein-after named are willing to form such Company at their own Expense ; but the same cannot be done without the Aid and Authority of Parliament : Be it therefore 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, That "The Companies Clauses Consolidation Act, 1845," (so far as the same shall not be contrary to or inconsistent with the Provisions herein contained,) shall be incorporated with and shall form Part of this Act, but the Lands Clauses Consolidation Act, 1845, shall not be incorporated with this Act any further or otherwise than is herein-after specially provided.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments and in all other Proceedings, it shall be sufficient to use the Expression the "Farmers Estate Society (*Ireland*) Act, 1848."

Incorporation of Company.

III. And be it enacted, That the Right Honorable *William* Earl of *Devon*, the Right Honorable *James* Earl of *Courtown*, *William* *Monzell*, *James* *Fagan*, *John* *Edward* *Redmond*, *Francis* *Goold*, *Robert* *Owen*, *Henry* *Maunsell*, *George* *William* *Augustus* *Fielding*, and *William* *Hartigan* *Barrington*, Esquires, and all other Persons who have already subscribed or shall hereafter subscribe to the Capital of the said Undertaking, and their Executors, Administrators, and Assigns respectively, shall be united into a Company for the Purposes and with the Powers herein mentioned and contained, and such Company shall be incorporated by the Name of the "Farmers Estate Society of *Ireland*," and by that Name shall be a Body Corporate, and shall have a perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands, and also to sell and dispose of the same, for the Purposes and within the Restrictions herein-after mentioned and contained.

Capital of the Company.

IV. And be it enacted, That the Capital of the Company shall be Two hundred and fifty thousand Pounds.

Division of Shares.

V. And be it enacted, That the Number of Shares into which the Capital shall be divided shall be Twelve thousand five hundred, and the Amount of each Share shall be Twenty Pounds.

Calls.

VI. And be it enacted, That Five Pounds *per* Share shall be the greatest Amount of the First Call which the Directors may make on the Shareholders, and Two Pounds *per* Share shall be the greatest Amount of any subsequent Call, and that Six Months at the least shall be the Interval between successive Calls.

General Meetings.

VII. And be it enacted, That the first Ordinary Meeting of the Company shall be held within Two Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly, in the Months of *January* and *July*, and the first of such Ordinary Meetings shall be held in *January* next ; and all

all Meetings, whether ordinary or extraordinary, shall be held at such Place within the City of *Dublin* as the Directors shall from Time to Time appoint.

VIII. And be it enacted, That the Quorum for every Meeting of the Company shall be not less than Ten Shareholders holding in the aggregate not less than Five hundred Shares in the Capital of the Company. Quorum in General Meetings.

IX. And be it enacted, That the Number of Shareholders on whose Requisition any Extraordinary Meeting may be required to be convened shall not be less than Five Shareholders holding in the aggregate not less than Five hundred Shares in the Capital of the Company. Extraordinary General Meetings.

X. And be it enacted, That the Number of Directors shall be Seven; and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking. Directors.

XI. And be it enacted, That it shall be lawful for the Company to increase and reduce the Number of Directors, provided that the increased Number do not exceed Twelve, and that the Number of Directors be not at any Time less than Five. Regulating Number of Directors.

XII. And be it enacted, That *James Earl of Courtown, John Edward Redmond, James Fagan, Francis Gould, Robert Owen, George William Augustus Fielding, and William Hartigan Barrington* shall be the First Directors of the Company, and that the Quorum of every Meeting of Directors shall be Three. First Directors.

XIII. And be it enacted, That it shall and may be lawful to and for the Company to take, purchase, have, hold, possess, and enjoy such Lands as they may require for the Purposes of this Act, subject to the Restrictions herein mentioned, and also to sell, alien, and convey the same Lands, or any of them, for the Purposes and subject to the Provisions herein contained: Provided always, that it shall not be lawful for any Person, so long as he shall be a Director of the Company, to sell or dispose of, or to enter into any Contract or Agreement for the Sale or Disposition of, or to take or purchase from the Company, or to enter into any Contract or Agreement for the taking or purchasing for his own Use, or for the Use of any one in trust for him, of any Lands to be purchased or sold by the Company under the Provisions of this Act. Power to take Lands.

XIV. And be it enacted, That if any Lands shall be subject to any Judgment, and Part only of such Lands shall be taken or purchased by the Company under this Act, the Release of any Portion of such Lands from any Judgment affecting the same shall not operate or be construed to extend or operate so as to nullify or in any Manner to affect the Validity and Force of such Judgment as regards the Residue of such Lands, or any other Property not specially released from such Judgment, but such Judgment shall continue to affect such Residue or other Property, notwithstanding such Release, Release of Land not to nullify Judgment.

Release, in like Manner and with the like Powers to enforce Payment of Interest and Principal, and to all Intents and Purposes, as if such Release had not been executed.

Regulating
Proceedings
as to the Sale
of Lands.

XV. And be it enacted, That the Company, upon obtaining a valid and sufficient Conveyance to them in Fee Simple of any Land, shall, without unnecessary Delay, proceed to sell, and shall sell and dispose of the same, and the Fee Simple thereof, in such Lot or Lots, not being less in Quantity than Thirty Acres, either by private Sale or Contract or by public Auction, to such Person or Persons, at such Price or Prices, and with such Conditions, Provisoos, and Agreements respecting the Payment of the Purchase Money and otherwise as to the Company shall seem reasonable, with full Power for the Company to buy in the same Lands, or any Part thereof, at any Auction for the Sale thereof, and to alter, vary, or rescind any Contract or Contracts for the Sale thereof, or any Part thereof, and the same, or such Part thereof as shall have been so bought in or shall have been comprised in any such rescinded Contract or Contracts, to re-sell by public Auction or private Contract, with the like Powers and Restrictions as aforesaid: Provided always, that no Lot by this Act authorized to be sold and disposed of shall be so sold or disposed of in any Case so that more than One Person shall be the Owner or Occupier of every Thirty Acres thereof.

Providing
Residences
for Farm
Labourers.

XVI. Provided always, and be it enacted, That for the Purpose of providing Residences and suitable Accommodation for Farm Servants and Labourers on such Estates purchased by the Company as from their Size would, if required to be laid out wholly as aforesaid, cause great Inconvenience to the labouring Population of the District, it shall and may be lawful for the said Company, and they are hereby required to reserve and set apart, out of every Property purchased by them which shall contain more than One thousand Acres in One Lot, a Portion or Plot of Ground for each One thousand Acres or thereabouts, in Allotments containing Half an Acre in each Allotment, in some convenient Situation, for the Erection of a Village or Collection of Labourers Houses, to be in the Proportion of One such Allotment for a Cottage or House to every Thirty Acres of such Property or thereabouts, as the Nature of the Soil and Occupancy of the same may appear to require, each Person purchasing Land from them out of the said Estate having a prior Claim to purchase One such Cottage Allotment in addition to every Thirty Acres so purchased from them: Provided always, that the particular Locality of the Land or Lands so to be reserved and set apart, and the Arrangement thereof, and the Number of Allotments to be set out as aforesaid, be approved by some Officer to be appointed by the Lord Lieutenant of *Ireland* for that Purpose.

Compensa-
tion to
Tenants.

XVII. And be it enacted, That in case any Tenant shall be in the Occupation of any Land purchased by the Company at the Time of such Purchase, and shall be evicted from such Occupation by the Company, for the Purpose of carrying this Act into execution, every such Tenant shall be entitled to such Compensation as he would by Law be now entitled to receive in case the Company were a
Railway

Railway Company requiring Possession of his Land : Provided always, that in no Case shall any Tenant evicted for Nonpayment of Rent, or for the Breach or Nonperformance of any Covenant or Agreement, or for any Waste or Injury done to the Land, or any Tenement thereon, be entitled to receive any Compensation whatsoever from the Company.

XVIII. And be it enacted, That it shall be lawful for the Company to fix the Time or Times and Mode of Payment of the Purchase Money of the several Farms or Lots of Land to be sold by them under the Provisions of this Act, and to accept such Security, real or personal, for the Payment thereof with Interest, as the Company shall think fit; and also to insert in the several Conveyances to be made to the respective Purchasers of such Farms or Lots any Clause or Clauses, Covenant or Covenants, for the due Payment of the deferred Instalments of the Purchase Money and Interest, and for the Cesser, Forfeiture, Re-entry, and Recovery of such Lands, in default of such due Payment as aforesaid : Provided always, that it shall not be lawful for the Company to enter into any Agreement or Contract for the Sale of Lands which shall admit of a longer Period than Ten Years for the Payment in full of the Price or Purchase Money thereof: Provided also, that not less than One Half of the whole of the Purchase Money shall be paid by the Purchaser upon the Sale and Conveyance to him of such Lands.

Payment of Purchase Money.

XIX. And be it enacted, That whenever the Payment of a Part of the Purchase Money for any Farm or Lot sold by the Company shall be by deferred Instalments, and if any One or more of the Instalments, or any Part thereof, or any Interest thereon, shall be in arrear, the Company shall (in addition to a Lien upon the Farm or Lot for the unpaid Instalments, and Interest thereon,) have and may exercise at their Discretion the same Remedies, by Distress or otherwise, for the Recovery of the Arrears, and before the same Courts, as are given in Cases of Nonpayment of Rent in *Ireland*, it being the Intent and Meaning of this Act that such Arrears may be recoverable by the Company in like Manner in all respects as if the same had been Rent reserved to the Company upon a Lease or common Demise.

In case of Nonpayment of Instalments Proceedings as for Nonpayment of Rent.

XX. And be it enacted, That in case the Lands to be purchased by the Company as aforesaid, or any of them, or any Part or Parts thereof respectively, shall remain unsold or undisposed of by the Company at the End of Seven Years after such Lands shall have been conveyed or assigned to the Company, then and in such Case the Company shall and they are hereby required absolutely to sell and dispose of the Lands so remaining unsold or undisposed of as aforesaid, for all the Estate and Interest of the Company therein, either together or in Lots, by public Auction or private Contract, for the best Price that can be reasonably obtained for the same, anything herein contained to the contrary notwithstanding.

Lands to be sold within Seven Years.

XXI. And for the better and more effectually preventing the Division of Lands sold under this Act into Lots of less than Thirty Acres each, be it enacted, That in case any Farm or Piece or Parcel of Land,

In case of Division below Thirty Acres, Lands sold

divided to be charged with One Half the Poor Rate Valuation.

sold by the Company shall, by Contract, Conveyance, Assignment, Lease, Will, or by any other Way otherwise than by Descent, become at any Time or Times after the Conveyance to the Company so divided as that any Portion thereof shall be held or occupied by any Person or Persons in less Quantity than Thirty Acres, then and in every such Case every such Portion shall from and immediately after such Division become and shall thenceforth, and so long as the same shall remain so held or occupied as aforesaid, continue to be charged and chargeable with the Payment yearly and every Year, in manner herein-after mentioned, of such Sum and Sums of Money as shall be equal to One Half the annual Value of such Portion, to be ascertained according to a Valuation thereof for the Time being under the Provisions of the Act or Acts for the Time being in force for the Relief of the destitute Poor in *Ireland*.

Sum charged to belong and be payable to Guardians.

XXII. Provided always, and be it enacted, That every Sum to be charged upon any Portion of Land under the Provisions of this Act as last aforesaid shall belong and be payable to the Guardian or Guardians for the Time being of or other the Person or Persons for the Time being authorized under the Provisions of the last mentioned Act or Acts to make and levy Rates within the Union, District, or Division in which the Portion of Land charged with such Sum shall be situate.

If Lands be in more than One Union separate Charges on the Land in each.

XXIII. Provided always, and be it enacted, That in case any Lands which would under the Provisions herein-before contained be charged as aforesaid shall be situate in more than one Union, District, or Division, then and in every such Case, in lieu and stead of One entire Charge upon the whole of such Lands, such Portion thereof respectively as shall be situate within each Union, District, or Division shall be separately and exclusively charged during the Period last aforesaid with the Payment yearly and every Year to the Guardian or Guardians for the Time being of or other the Person or Persons for the Time being authorized under the Provisions of the last-mentioned Act or Acts to levy Rates within the particular Union, District, or Division in which the same shall be so situate, of One Half the annual Value of such Portion, to be ascertained as aforesaid.

Sum charged payable by Occupier.

XXIV. Provided always, and be it enacted, That every Sum charged under the Provisions of this Act shall be paid by the Person or Persons in the actual Occupation of the Portion of Land charged therewith at the Time the same shall become due, or by the Person or Persons in the actual Occupation thereof at the Time the same shall be demanded; and that whenever different Portions of Land charged with One entire Sum shall be in the Occupation of different Persons, a proportionate Part of such Sum shall be paid by each such Person, according to the Amount of the annual Value, ascertained as aforesaid, of the Portion or Portions occupied by him of the Lands so charged.

Occupier to deduct Amount of Charge from

XXV. Provided also, and be it enacted, That whenever any such Occupier as aforesaid shall be a Tenant or Lessee, or shall be liable to the Payment of any Rent in respect of the Land so occupied by him,

him; he shall be entitled to deduct from such Rent the Amount of Charge payable by him, from Time to Time, under the Provisions of this Act: Provided also, that in case the Person to whom such Rent shall be payable shall himself be a Tenant or Lessee, or shall be liable to the Payment of a Rent in respect of the same Land, then and in every such Case (unless such Person shall, by making such Division as aforesaid, have caused such Land to be charged under the Provisions of this Act as aforesaid,) he shall be entitled to deduct from the Amount of Rent payable by him the Amount deducted as aforesaid from the Rent payable to him.

Rent payable
by him.

XXVI. Provided also, and be it enacted, That any Covenant or Agreement whereby any Person liable to pay Rent, and entitled under the Provisions of this Act to deduct therefrom any Sum charged or payable under the Provisions of this Act, shall covenant or agree to forego such Deduction, shall, so far as such Sum is concerned, be void and of no effect.

Agreement
to forego
Deduction
void.

XXVII. Provided always, and be it enacted, That every Sum charged and payable under the Provisions of this Act shall be paid, by equal half-yearly Portions, on the First Day of *May* and the First Day of *November* in each and every Year whilst the same shall continue so charged, the first of such half-yearly Payments to be made on such one of the said Days of Payment as shall happen next after the Commencement of the Charge; and that every such Sum, together with all Costs which may be occasioned or incurred by the Neglect or Refusal to pay the same, shall be collected and levied, sued for and recovered, by such and the same Ways and Means, in all respects as any Rate levied upon the Lands charged with such Sum, or on the Occupiers thereof, under the Provisions of the Act or Acts for the Time being in force for the Relief of the destitute Poor in *Ireland*, or any Costs incurred by the Neglect or Refusal to pay such Rates, may for the Time being be collected, levied, sued for, and recovered.

Sum charged
to be recover-
able in like
Manner as
Poor Rate.

XXVIII. Provided also, and be it enacted, That every Sum to be charged and recovered by virtue of this Act shall be applied by the Guardians or Persons to whom the same shall be payable, in Liquidation or Discharge of the Poor Rate of the Electoral Division in which the Land or Portion of Land charged therewith shall be situate.

Sum charged
to be applied
as Poor Rate.

XXIX. And be it enacted, That any Conveyance or Assignment of Land to the Company, under the Provisions of this Act, may be made according to the Form in the Schedule (A.) to this Act annexed, or as near thereto as the Circumstances of the Case will admit, or in such other Form as the Company shall think fit; and that every such Conveyance or Assignment shall have the same or the like Effect and Operation upon all such Estate and Interest, Estates and Interests in such Land as the Parties so conveying might lawfully have conveyed, appointed, barred, or defeated unto or in favour of the Purchaser thereof, by any Conveyance or Assurance, Act or Deed whatsoever, if this Act had not been made (but not upon

Form and
Effect of
Conveyance
to Company.

upon any other Estates or Interests, Estate or Interest), in the same Manner in all respects as by the said Lands Clauses Consolidation Act is given to Conveyances of Land made according to the Forms in the Schedules (A.) and (B.) respectively to that Act annexed.

Form and
Effect of
Conveyance
by Company.

XXX. And be it enacted, That any Conveyance of Land by the Company to any Purchaser or Purchasers under the Provisions of this Act may be made according to the Forms in the Schedules (B.) and (C.) respectively to this Act annexed, or as near thereto as the Circumstances of the Case will admit, or in such other Form as the Company or the Purchaser or Purchasers shall think fit; and that every such Conveyance shall be effectual to pass the Land thereby expressed to be conveyed to such Purchaser or Purchasers, his or their Heirs and Assigns, or in such Manner as he or they may direct, for all the Estate and Interest purchased by him or them therein: Provided always, that a Receipt under the Common Seal of the Company, and the Hands of Two or more of the Directors of the Company, shall be a sufficient Discharge to a Purchaser under the Company for so much of his Purchase Money as in such Receipt shall be acknowledged to have been received.

Power to
Company to
cultivate
Lands in
their Hands.

XXXI. And be it enacted, That so long as any Lands acquired by the Company under the Provisions of this Act shall remain unsold, it shall be lawful for the Company to manage, cultivate, drain, reclaim, and improve the same, and to sell and dispose of the Produce thereof, in such Manner as they may think most desirable (subject nevertheless and without Prejudice to the Covenants and Provisions contained in any Lease under which the same shall be held by the Company, and to the Rights and Remedies of the Lessor, his Heirs, Executors, Administrators, or Assigns thereunder).

Notice of
Sale of Lands
to be given
to Poor Law
Guardians.

XXXII. Provided also, and be it enacted, That whenever the Company shall make any Sale or Disposition of any Lands under the Provisions of this Act, the Company shall in every Case be bound to give, within One Calendar Month next thereafter, to the Guardian or Guardians for the Time being of or other the Person or Persons for the Time being authorized to levy Rates within the Union, District, or Division, or several Unions, Districts, or Divisions, in which the Lands so sold or disposed of, or any Part thereof, shall be situate, Notice in Writing of the Quantity, Situation, and short Particulars the Lands so sold or disposed of, or so much thereof, together with a Map describing the Boundaries thereof, and setting forth the Contents in Acres, as shall be situate in the said several Unions, Districts, or Divisions respectively, and the Name or Names of the Purchaser or Purchasers thereof; and that in case the Company shall make default in so doing they shall be liable to pay for every such Default a Penalty not exceeding Five Pounds, to be recovered in the Manner provided by the said Company's Clauses Consolidation Act with respect to the Recovery of Damages not otherwise specially provided for and Penalties.

Certain
Powers not
to be exer-

XXXIII. Provided always, and be it enacted, That the Powers in this Act contained relating to the Purchase and holding of Land by the

the Company shall not be exercised or put in force until a Certificate, under the Hands of Two Justices, shall have been obtained, in the Manner provided by the Lands Clauses Consolidation Act, 1845, certifying that One Half of the Capital of the Company for the Time being has been subscribed for, and that at least Ten Pounds *per Centum* in Amount thereof has been paid up.

cised without Certificate of Two Justices.

XXXIV. And be it enacted, That it shall be lawful for the Directors of the Company to pay Interest at any Rate not exceeding Four Pounds *per Centum per Annum* in respect of the Calls paid on every Share from the Day on which such Calls respectively shall have been so paid for any Period thenceforth which they may think proper, not exceeding Five Years, such Interest to accrue and be paid at such Times and Places as the Directors for the Time being shall appoint for that Purpose: Provided always, that no Interest shall accrue to the Proprietor of any Share upon which any Call or Portion of a Call shall be in arrear in respect of such Shares or of any other Share held by the same Proprietor during the Period whilst such Call or Portion of a Call shall remain unpaid.

Power to allow Interest on Calls paid up.

XXXV. And be it enacted, That if any Lands shall be held under any Lease, and Part only of such Lands shall be taken or purchased by the Company under this Act, the Rent, or Rent and Renewal Fines, if any, payable in respect of such Lands shall be apportioned between the Lands so taken or purchased and the Residue of such Lands, and such Apportionment may be settled by Agreement between the Persons for the Time being entitled to and the Persons for the Time being liable to pay such Rent, or Rent and Renewed Fines, and the Company; and that after such Apportionment the Company shall, as to all future accruing Rent, or Rent and Renewal Fines, be liable only to so much of the Rent, or Rent and Renewal Fines, as shall be so apportioned, in respect of the Lands taken or purchased by them; and the Lessor or Reversioner, or other the Person for the Time being entitled to the same Rent, or Rent and Renewal Fines, shall have all the same Rights and Remedies against the Company, and against the Lands so taken or purchased as aforesaid, for the Recovery of such apportioned Rent, or Rent and Renewal Fines, as he would have had in case such Lands had alone been included in such Lease, and such apportioned Rent, or Rent and Annual Fine, had been the entire Rent, or Rent and Renewal Fine, reserved for the same; and that all the Covenants and Provisions in the said Lease, except as to the Amount of Rent or Rent and Renewal Fine, shall, so far as the same respectively may be applicable to the Lands so taken or purchased as aforesaid, remain in force with regard thereto, in like Manner as if the same had alone been included in such Lease; and that after such Apportionment as aforesaid the Lessee, or other the Person holding the Residue which shall not be taken or purchased as aforesaid of such Lands, shall, as to all future accruing Rent, or Rent and Renewal Fines, be liable only to so much of the Rent, or Rent and Renewal Fines, as shall be so apportioned in respect of such Residue of the same Lands; and as to such Residue of the same Lands, and as against the Lessee, his Heirs, Executors, Administrators, and Assigns, the Lessor or Reversioner, or other the Person for the Time being entitled to such last-

Apportionment of Rent.

mentioned Portion of Rent, or Rent and Renewal Fine, shall have the same Rights and Remedies for the Recovery thereof as previously to such Apportionment be had for the Recovery of the whole Rent, or Rent and Renewal Fine, reserved by such Lease; and all the Covenants, Conditions, and Agreements of such Lease, except as to the Amount of Rent, or Rent and Renewal Fine, to be paid, shall remain in force with regard to such Residue of the said Lands, (so far as the same respectively may be applicable thereto,) in the same Manner as they would have done in case such Residue only had been included in the Lease.

Meaning of
the Word
"Owner."

XXXVI. And be it enacted, That the Word "Owner" shall mean any Person authorized to sell and convey Lands to the Company, to the Extent of his Estate and Interest therein.

No Lands to
be taken
without
Consent of
Owner.

XXXVII. And be it enacted, That nothing in this Act contained shall authorize the Company to purchase, take, or use any Land, unless with the Consent of the Owner thereof: Provided always, that nothing herein contained shall prevent the Company from purchasing any Land to be sold under any Decree or Decrees, Order or Orders of the Courts of Chancery or Exchequer in *Ireland*, or either of them: Provided also, that the Company shall make no Contract or Agreement for the Purchase of any Lease for Lives or for Years, otherwise than conditional on their being enabled to acquire the Fee Simple of the Lands contained in such Lease.

Limitation
as to Quan-
tity of Land.

XXXVIII. Provided always, and be it enacted, That it shall not be lawful for the Company to hold at any One Time in their own Possession more than Thirty thousand Acres of Land.

Power to
purchase
Land limited.

XXXIX. Provided always, and be it enacted, That the Powers in this Act granted to the Company to purchase Lands shall not be exercised for a longer Term than Twenty-one Years from the passing of this Act.

Saving the
Rights of the
Crown.

XL. And be it enacted, That nothing contained in this Act, or any of the Acts herein recited or referred to, shall extend, or be construed to extend, to alienate, defeat, lessen, abridge, or derogate from any Estate, Right, Title, Interest, Franchise, Royalty, Prerogative, or Jurisdiction, vested in or appertaining to the Queen's most Excellent Majesty, Her Heirs or Successors, in right of Her Crown, or otherwise howsoever.

Saving Rights
of Commis-
sioners of
Public
Works.

LXI. Provided always, and be it enacted, That nothing in this Act or any of the Acts herein recited or referred to contained shall extend or be construed, deemed, or taken to extend, to defeat, lessen, abridge, affect, alter, or repeal any of the Provisions, Powers, or Authorities contained in any of the Acts now in force in *Ireland*, the Execution whereof is vested in the Commissioners of Public Works in *Ireland*, or to lessen, affect, alter, abridge, or defeat any of the Acts done or to be done under the Provisions of the said last-mentioned Acts or any of them, or to affect, invalidate, or postpone any of the Charges, Rent-charges, Liens, or other Incumbrances which

which have been or shall be created under the Provisions of the said last-mentioned Acts, but all such last-mentioned Acts, the Execution of which is so vested in the Commissioners of Public Works as afore-said, shall be and remain in full Force and Effect, to all Intents and Purposes whatsoever, as if this Act had not passed, anything herein-before contained to the contrary thereof in anywise notwithstanding.

XLII. And be it enacted, That this Act shall extend to Lands in *Ireland* only. To extend to Ireland only.

XLIII. And be it enacted, That the Monies to be raised under the Powers herein-before contained shall be applied in the first instance in payment of the Costs incident to the passing of this Act and the Formation of the Company. Expenses of Act.

XLIV. And be it enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others. Public Act.

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

Form of Conveyance or Assignment to the Company.

I _____ of _____ in consideration of the Sum of _____ Pounds paid to me [*or, as the Case may be,*] into the Bank of Ireland, in the Name and with the Privity of the Accountant General of the Court of Exchequer in Ireland, ex parte "The Farmers Estate Society of Ireland," or to *A.B.* of _____ and *C.D.* of _____ Two Trustees appointed to receive the same pursuant to "The Farmers Estate Society (Ireland) Act, 1848," by the Farmers Estate Society of Ireland incorporated by the said Act, do hereby convey or assign to the Company, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereto belonging, and all such Estate, Right, Title, and Interest in and to the same as I am or shall become seised, possessed of, or entitled to, or am by the said Act or any Act incorporated therewith empowered to convey or assign, to hold the Premises of the said Company, their Successors and Assigns, for ever, [*or, if the Lands sold shall be held under Lease in Perpetuity, state the Quantity and Duration of the Estate or Interest sold therein, according to the true Intent and Meaning of the said Act, and subject to the Provisions and Restrictions therein contained*]. In witness whereof I have here- unto set my Hand and Seal, the _____ Day of _____ in the Year of our Lord _____

