



ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

Cap. 28.

An Act for authorizing the Sale of Portions of the Real Estate devised by the Will of *Jane* Countess Dowager of *Rosse* deceased, and for the Purchase of other Estates to be settled to the Uses of the said Will, and for the authorizing the granting of Farming and Building Leases of the same Estates. [30th July 1842.]

WHEREAS the late Right Honourable *Jane* Countess Dowager of *Rosse* deceased, the Widow and Relict of the Right Honourable *Laurence Harman* late Earl of *Rosse*, did on the Sixth Day of *November* One thousand eight hundred and thirty-four, in such Manner as was then by Law required for rendering valid Devises of Freehold Estates, duly sign and publish her last Will and Testament in Writing, bearing Date the same Sixth Day of *November* One thousand eight hundred and thirty-four, and did thereby give and devise all her Estates, Real and Freehold, of what Kind soever, and wheresoever situated, unto the Right Honourable *Robert Edward* Lord Viscount *Lorton* and *Alexander Hamilton* Esquire, and the Survivor of them, and the Heirs and Assigns of such Survivor, to and upon the several Uses, Trusts, and Purposes therein and in part herein after mentioned; that is to say, as to her *Mosstown* Estate in the County of *Longford*, which she purchased from the Trustees of the late Viscount

Will of the
Countess
Dowager of
Rosse,
6th Novem-
ber 1834.

[*Private.*]

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Newcomen under a Decree of the Court of Chancery in *Ireland*, subject nevertheless exclusively to the Debt or Sum of Thirty thousand Pounds, the Balance of the Sum for which it was mortgaged to *Thomas Lefroy* Esquire, and the Interest of said Debt, in Trust for and to the sole and separate Use of her Daughter *Frances* Viscountess *Lorton* (since deceased), and her Assigns, during her natural Life, without the Interference or Control of her then Husband or of any future Husband; and as to all other the Estates of the said Testatrix, from and immediately after her Decease, and her said *Mosstown* Estate from and after the Decease of her said Daughter, in Trust that her said Trustees and their Heirs and Assigns should and would collect and receive the Rents, Issues, and Profits thereof until her Grandson the Honourable *Laurence Harman King Harman* (then *Laurence Harman King*) should attain the Age of Twenty-five Years, or be married with the previous Consent in Writing of his Father the said Lord Viscount *Lorton*, whichever should first happen, with sundry Provisions for the Maintenance of the said *Laurance Harman King Harman* until he should attain the Age of Twenty-five Years, or be married with such Consent as aforesaid; and the said Testatrix did thereby declare it to be her further Will and Desire that her said Trustees and their Heirs and Assigns should stand seised of her Estates, of what Nature or Kind soever (subject as to said *Mosstown* Estate to the Use for Life given to her said Daughter the said Viscountess *Lorton* as aforesaid); and from and after her Grandson the said *Laurence Harman King Harman* should attain his said Age of Twenty-five Years, or be married with such Consent as aforesaid, to and for the Use and Behoof of her said Grandson the said *Laurence Harman King Harman* and his Assigns during the Term of his natural Life, without Impeachment of Waste; with Remainder to her said Trustees and their Heirs during the Life of said *Laurence Harman King Harman*, in Trust to support contingent Remainders; with Remainder to the First, Second, Third, Fourth, and every other Son and Sons of the said *Laurence Harman King Harman* severally and successively as they and every of them should happen to be in Priority of Birth and Seniority of Age, and of the several and respective Heirs Male of the Body and Bodies of all and every such respective Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body issuing being always preferred and to take before the younger of such Sons and the Heirs Male of their respective Bodies issuing; and in default of such Issue to the Use and Behoof of the Second Son of the Honourable *Robert King*, eldest Son of the said Lord Viscount *Lorton*, and the Heirs Male of the Body of such Second Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the Third, Fourth, Fifth, and every other Son and Sons of the said *Robert King*, severally, successively, and in remainder one after another, as they and every of them should happen to be in Priority of Birth and Seniority of Age, and of the several and respective Heirs Male of the Body and Bodies of all and every such respective Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body issuing being always preferred and to take before the younger of such Sons and the Heirs Male of their respective Bodies issuing; and for Default of such Issue, then
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as to the said *Mosstown* Estate to the Use and Behoof of her Granddaughter the Honourable *Jane Lefroy*, the Wife of *Anthony Lefroy* Esquire, to her own sole and separate Use, without the Control or Interference of her said Husband or any Husband she might thereafter marry, during the Term of her natural Life; with Remainder to her said Trustees and their Heirs during the natural Life of the said *Jane Lefroy*, to support contingent Remainders; with Remainder to the First, Second, Third, Fourth, and every other Son and Sons of the said *Jane Lefroy*, severally, successively, and in remainder one after another, as they and every of them should happen to be in Priority of Birth and Seniority of Age, and of the several and respective Heirs Male of the Body and Bodies of all and every such respective Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body issuing being always preferred and to take before the younger of such Sons and the Heirs Male of their respective Bodies issuing; and in default of such Issue, to the Use and Behoof of the Honourable *Frances Leslie* (since deceased), Wife of the Reverend *Charles Leslie*, to her own sole and separate Use, without the Control or Interference of her said Husband or any other Husband whom she might thereafter marry, for and during the Term of her natural Life; with Remainder to her said Trustees and their Heirs during the Life of the said *Frances Leslie*, in Trust to support contingent Remainders; and from and after the Decease of the said *Frances Leslie*, to the Use of the First, Second, Third, Fourth, and every other Son and Sons of the said *Frances Leslie*, severally and successively, and in remainder one after another, as they and every of them should happen to be in Priority of Birth and Seniority of Age, and of the several and respective Heirs Male of the Body and Bodies of all and every such respective Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of their respective Bodies issuing being always preferred and to take before the younger of such Sons and the Heirs Male of their respective Bodies issuing; and as to all her said other Estates, Real and Freehold, to the Use and Behoof of the said *Frances Leslie*, to her own sole and separate Use, without the Control or Interference of her said Husband or any other Husband whom she might thereafter marry, for and during the Term of her natural Life; with Remainder to her said Trustees and their Heirs during the natural Life of the said *Frances Leslie*, in Trust to support contingent Remainders; and from and after the Decease of the said *Frances Leslie*, to the Use of the First, Second, Third, Fourth, and every other Son and Sons of the said *Frances Leslie*, severally and successively, and in remainder one after another, as they and every of them should happen to be in Priority of Birth and Seniority of Age, and of the several and respective Heirs Male of the Bodies of all and every such respective Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body issuing being always preferred and to take before the younger of such Sons and the Heirs Male of their respective Bodies issuing; and in default of Issue Male of all the Sons of the said *Jane Lefroy* and *Frances Leslie* as aforesaid, then as to all her said Estates, Real and Freehold, of what Nature or Denomination whatever, to the Use and Behoof of *Anthony Lefroy* Esquire, the Husband of the said *Jane Lefroy*, and *Morgan Crofton* of *Abbeyview*
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in the County of *Roscommon*, Esquire, and the Survivor of them, and the Executors and Administrators of such Survivor, for and during the Term of Five hundred Years, to be computed from the Day of her Death, to, for, and upon the Uses, Intents, and Purposes therein-after declared of and concerning the same; and, subject to the said Term and the said Uses thereof, to the Use and Behoof of the Right Honourable the Earl of *Rosse*, since deceased, and his Assigns, during the Term of his natural Life; with Remainder to the said Viscount *Lorton* and *Alexander Hamilton* and their Heirs during the Life of the said Earl of *Rosse*, in Trust to support contingent Remainders; and from and after the Decease of the said Earl of *Rosse* to the Use and Behoof of the eldest Son of the said Earl, commonly called Lord Viscount *Oxmantown*, and his Assigns, during the Term of his natural Life; with Remainder to her said Trustees and their Heirs during the Life of the said Lord Viscount *Oxmantown*, in Trust to support contingent Remainders; and from and after the Decease of the said Lord Viscount *Oxmantown*, to the Use and Behoof of the First, Second, Third, Fourth, and every other Son and Sons of the said Viscount *Oxmantown*, severally and successively, and in remainder one after another, as they and every of them should happen to be in Priority of Birth and Seniority of Age, and of the several and respective Heirs Male of the Body and Bodies of all and every such respective Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body issuing being always preferred and to take before the younger of such Sons and the Heirs Male of their respective Bodies issuing; and in default of such Issue, to the Use and Behoof of the Honourable *Laurence Parsons*, Second Son of the said Earl of *Rosse*, for and during the Term of his natural Life; with Remainder to the said Trustees and their Heirs during the Life of the said *Laurence Parsons*, in Trust to support contingent Remainders; and after the Death of the said *Laurence Parsons*, to the Use and Behoof of the First, Second, Third, Fourth, and every other Son and Sons of the said *Laurence Parsons*, severally and successively as they and every of them should happen to be in Priority of Birth and Seniority of Age, and of the several and respective Heirs Male of the Body and Bodies of all and every such respective Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body issuing being always preferred and to take before the younger of such Sons and the Heirs Male of their respective Bodies issuing; and in default of such Issue, to the Use and Behoof of her own right Heirs for ever; and as to, for, and concerning the said Term of Five hundred Years thereby limited to the said *Anthony Lefroy* and *Morgan Crofton*, it was by said Will declared, that the same was so limited to them in Trust that in case all the Limitations of her said Estates therein-before contained prior to the Limitations to the said Earl of *Rosse* should fail, they the said *Anthony Lefroy* and *Morgan Crofton*, or the Survivor of them, or the Executors or Administrators of such Survivor, should, by Sale or Sales or Mortgages of all or any Part or Parts of her said Estates, for all or any Part of the said Term of Five hundred Years, or by or out of the Rents, Issues, and Profits of the said Estates, or otherwise, as to them in their Discretion shall seem meet, levy and raise the Sum of Thirty thousand

thousand Pounds Sterling, and pay and divide the said Sum to and amongst the Daughters of her several Grandchildren, *Robert King, Laurence Harman King, Jane Lefroy, and Frances Leslie*, and the Descendants of such of them as should be then dead, who should be then living, equally, Share and Share alike; provided always, that after the Execution of the said Trusts the said Term of Five hundred Years, as far as the same should relate to Lands not sold, mortgaged, or demised for the Purposes aforesaid, should cease and determine; and it was by the said Will declared, that it should and might be lawful to and for the said *Laurence Harman King Harman*, and every other Person to whom an Estate for Life was thereby limited, when in Possession of all or any of the said Estates thereby limited to him or her during his or her Life, to demise or lease all or any Part or Parts of her said Estates respectively (except the Mansion House, Offices, and Gardens of *New Castle* in the County of *Longford*, and the Demesne Lands usually occupied with said Mansion House,) to any Person or Persons for any Term or Number of Years not exceeding Twenty-one Years, in Possession, and not in Reversion, at the best and most improved yearly Rent or Rents that could be reasonably gotten for the same, without taking any thing by way of Fine for or in respect of any such Demise or Lease, and so that the Lessee or Lessees should be not made dispunishable for Waste by any express Words therein, and should execute a Counterpart thereof; and it was by said Will provided, that it should be lawful to and for the said *Laurence Harman King Harman*, by any Deed or Deeds, sealed and delivered in the Presence of any Two or more credible Witnesses, to grant, limit, and appoint any annual Sum or yearly Rent-charge not exceeding in the whole One thousand two hundred Pounds a Year, clear of all Charges, Taxes, and Deductions whatsoever, to be issuing out of the Estates thereby devised, or any Part thereof, to or for the Use of any Woman or Women he might marry, for the Life of each such Woman, by way of Jointure, and in bar or not in bar of Dower, as he should think fit, such Grant, Limitation, or Appointment to be made either before or after Marriage, with such Powers and Remedies of Distress and Entry, and Perception of the Rents and Profits of the said Estates, or any Part or Parts of them, and for such Term and Terms of Years, for the better securing and compelling the Payment of such annual Sum or yearly Rent-charge, as to the said *Laurence Harman King Harman*, then *Laurence Harman King*, should seem meet; and it was by said Will provided, that it should and might be lawful to and for the said *Laurence Harman King Harman*, by any Deed or Deeds, or by his last Will and Testament, or any Codicil thereto, duly executed and attested, to subject and charge all the said Estates therein-before devised, or any Part or Parts thereof, to and with the Payment of any Sum or Sums of Money, not exceeding in the whole the Sum of Ten thousand Pounds Sterling, for the Portion or Portions of any Daughter or Daughters or younger Son or younger Sons of him the said *Laurence Harman King Harman* (but so that same be not made to vest in Sons under the Age of Twenty-one Years, or in Daughters whilst under that Age and unmarried), with such Benefit of Survivorship or Accruer between or amongst them, if more than One, and with such

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yearly Sum or Sums in the meantime till such Portion or Portions should become payable, for Maintenance and Education, but not exceeding the Interest of such Portion or Portions at and after the Rate of Five Pounds *per Cent. per Annum*, and also to limit such Term and Terms of Years to Trustees, for raising the same, and securing Payment thereof, in the usual Manner, as to him the said *Laurence Harman King Harman* should seem meet; and by her said Will the said Testatrix did also give and bequeath to her Sister the Lady *Isabella King* One clear Annuity or yearly Rent-charge of One hundred Pounds a Year, and to her own Maid *Hester Hardwicke*, provided she should be living with her at the Time of her Death, an Annuity of Fifty Pounds a Year, and to her Housekeeper *Ellen M'Connell*, provided she should be living with her at the Time of her Death, an Annuity of Twenty Pounds, which several Annuities the said Testatrix desired might be paid to each of said several Persons, and their respective Assigns, during the Term of their respective natural Lives, by even half-yearly Payments, to be computed from the Time of her Death, and to be charged upon and issuing out of her Estates by her said Will devised to the Use of the said *Laurence Harman King Harman*, and to be recovered by Distress as Rent-charges are recoverable: And whereas the said *Jane Countess Dowager of Rosse* executed Five several Codicils to said Will, without revoking or altering the same as regards the Real Estate therein mentioned: And whereas the said *Jane Countess Dowager of Rosse* died on or about the First Day of *February* One thousand eight hundred and thirty-eight, without having revoked or altered said Will as regards the said Real Estate, and the same was proved by the said Viscount *Lorton* and *Alexander Hamilton* Esquire, the Executors thereof, on the Fourth Day of *September* One thousand eight hundred and thirty-eight, who obtained Probate thereof forth of Her Majesty's Court of Prerogative in *Ireland*: And whereas the said *Laurence Harman King Harman*, on or about the Fifth Day of *July* in the Year One thousand eight hundred and thirty-seven, intermarried with the said *Mary Cecilia Harman*, then *Mary Cecilia Johnstone*; and the said *Laurence Harman King Harman* attained his Age of Twenty-five Years in or about the Month of *February* One thousand eight hundred and forty-one, and has ever since been in Possession of the said *New Castle* Estate: And whereas there is Issue of the said Marriage Two infant Sons, that is to say, *Edward Robert Harman* the elder Son, and *Wentworth Henry Harman* the Second Son, and there has been no other Issue: And whereas by a certain Indenture under the Hand and Seal of the said *Laurence Harman King Harman*, bearing Date the Eighth Day of *February* One thousand eight hundred and thirty-eight, and made between the said *Laurence Harman King Harman* (therein described as *Laurence Harman King*) of the First Part, the said *Mary Cecilia Harman* (therein described as the Honourable *Mary Cecilia King*) of the Second Part, the said Lord Viscount *Lorton* of the Third Part, and Major General *Sir Henry King* and *James Johnstone* of the Fourth Part, and sealed and delivered by the said *Laurence Harman King Harman* in the Presence of Two credible Witnesses, he the said *Laurence Harman King Harman* did, in pursuance of the Power or Authority to him in that Behalf given or reserved

Indenture of Settlement,
8th February 1838.

reserved in and by the said recited Will, and by force and virtue thereof, grant, limit, and appoint unto the said *Mary Cecilia King Harman*, then *Mary Cecilia King*, and her Assigns, but subject and without prejudice to the Use or Estate for Life limited by the said Will to the said *Frances Viscountess Lorton* in the *Mosstown* Estate, for and during the Term of her natural Life, in case she should survive him, One annual Sum or yearly Rent-charge of One thousand two hundred Pounds of Sterling *British* Currency, to be yearly issuing, arising, and payable out of and charged and chargeable upon all and singular the Manors, Messuages, Farms, Lands, and Hereditaments comprised in and devised by the said recited Will, and by the same Will liable to be made subject thereto, with their respective Rights, Members, and Appurtenances, the same annual Sum of One thousand two hundred Pounds to be for the Jointure of the said *Mary Cecilia*, and in bar of her Dower; and that the said *Laurence Harman King Harman*, for the better securing the Payment of the said annual Sum or yearly Rent-charge to the said *Mary Cecilia* and her Assigns during her natural Life, in case she should survive the said *Laurence Harman King Harman*, did by the same Indenture, in pursuance of the Power or Authority to him given by the said Will, grant and appoint (subject and without prejudice as aforesaid) unto the said *Sir Henry King* and *James Johnstone*, their Executors, Administrators, and Assigns, all and singular the Messuages, Farms, Lands, and Hereditaments comprised in the said Will, and thereby liable to be charged with the said annual Sum or yearly Rent-charge of One thousand two hundred Pounds, to hold the said Manors, Messuages, Farms, Lands, and Hereditaments to the said *Sir Henry King* and *James Johnstone*, their Executors, Administrators, and Assigns, for and during and unto the full End and Term of Five hundred Years, to commence and be computed from the Decease of the said *Laurence Harman King Harman*, then *Laurence Harman King*, and thence ensuing, and fully to be complete and ended, without Impeachment of or for any manner of Waste, upon Trust nevertheless for the better securing the punctual Payment of the said annual Sum or yearly Rent-charge of One thousand two hundred Pounds: And whereas on or about the Seventh Day of *October* in the Year of our Lord One thousand eight hundred and forty-one the said *Frances Viscountess Lorton* departed this Life, and thereupon the said *Laurence Harman King Harman* entered and is now in Possession of the said *Mosstown* Estate: And whereas the said Major General *Sir Henry King* died in or about the Month of *November* in the Year One thousand eight hundred and thirty-nine, leaving the said *James Johnstone* his Co-trustee him surviving: And whereas the Honourable *Robert King*, described in the said Will as the eldest Son of the said Lord Viscount *Lorton*, has Issue One Son only, named *Robert Edward King*, and One Daughter, both of whom are Infants, and has had no other Issue: And whereas the Honourable *Jane Lefroy*, described in the said Will as the Grand-daughter of the said Countess Dowager of *Rosse*, the Testatrix, and the Wife of *Anthony Lefroy* Esquire, has Issue Two Daughters only, namely, *Frances Jane Lefroy* and *Mary Louisa Lefroy*, both of whom are Infants, and has not had any other Child or Children, save One Son, who died without Issue: And
whereas

whereas the Honourable *Frances Leslie*, described in the said Will as the Wife of the Reverend *Charles Leslie*, and Granddaughter of the said Countess Dowager of *Rosse*, has departed this Life without ever having had any Issue: And whereas the Right Honourable *Laurence Earl of Rosse*, Father of the Right Honourable *William* now Earl of *Rosse*, and heretofore Lord Viscount *Oxmantown*, died on or about the Tenth Day of *March* in the Year One thousand eight hundred and forty-one, and the said *William Earl of Rosse* is the eldest Son of the said *Laurence Earl of Rosse* deceased: And whereas the said *William Earl of Rosse* on or about the Sixteenth Day of *April* in the Year One thousand eight hundred and thirty-six intermarried with Miss *Mary Field* Spinster, now Countess of *Rosse*: And whereas there is Issue of said Marriage One infant Son, that is to say, the Honourable *Laurence Parsons*, commonly called Lord Viscount *Oxmantown*, and the said *William Earl of Rosse* has had no other Issue: And whereas the said *Laurence Parsons*, commonly called and in said Will described as the Honourable *Laurence Parsons*, on or about the Seventh Day of *May* in the Year One thousand eight hundred and thirty-six, intermarried with the Honourable *Elizabeth Toler* commonly called the Lady *Elizabeth Toler*: And whereas there is Issue of said Marriage Two Sons, Infants, that is to say, *Laurence Hector Hardress Parsons*, the eldest Son, and One other Son, and the said *Laurence Parsons* has had no other Son: And whereas the said *Robert King* is the Heir at Law of the said *Jane Countess Dowager of Rosse*, the Testatrix: And whereas the said *Hester Hardwicke*, One of the Annuitants in said Will mentioned, departed this Life on or about the Seventh Day of *August* One thousand eight hundred and forty-one: And whereas there are detached Portions of said *New Castle Estate* (mentioned and comprised in the First Schedule to this Act) situate at a Distance, and partly in a different County, and remote from the principal Portion of said Estates, several Parts of which detached Portions are held by Tenants under Leases containing Covenants for perpetual Renewal, and being so held are of comparatively small Value to the Persons entitled to the said *New Castle Estate*, but it is apprehended that considerable Sums might be obtained by the Sale thereof: And whereas the Demesne Lands of *New Castle* (upon which, as well as upon the Mansion House, large Sums have been expended in Improvements since the Death of the said *Jane Countess Dowager of Rosse*,) partly consist of Land held formerly by the said *Jane Countess Dowager of Rosse*, and now held by the said *Laurence Harman King Harman*, under short Leases at certain annual Rents, and the said Demesne of *New Castle* is entirely surrounded, either by Land held under the said *Laurence Harman King Harman* by virtue of old Leases containing Covenants for perpetual Renewal at small Rents, or by Lands the Property of other Proprietors, and it is believed that such Proprietors and Lessees would willingly dispose of their Interests in said Lands, some of which are now about to be or have lately been disposed of by public Sale: And whereas it would be for the Benefit of the Persons interested under the said Will of the said *Jane Countess Dowager of Rosse* that the detached Portions of said *New Castle Estate*, being at a Distance and remote from the principal Portions of said Estates, should be sold, and that the Money arising from

from the Sale thereof should be laid out in the Purchase of other Property, whether consisting of the Interest of Tenants in Land held by virtue of Leases renewable for ever under the said *Laurence Harman King Harman*, or of any other Interest in Land convenient to be held with the said *New Castle* and *Mosstown* Estates: And whereas there are Three Villages or small Towns on said Estates, namely, *Keenagh*, situate on the *Mosstown* Estate, and *Abbeyshrule* and *Barry*, situate on the *New Castle* Estate, all of which Villages or Towns are capable of great Improvement, by reason of their Propinquity to the Royal Canal, and other local Advantages, in Two of which, namely, *Keenagh* and *Barry*, several Fairs are held annually under Patents, which Fairs are largely attended, and the Royal Canal passes through the Centre of the Village of *Abbeyshrule*, in which there is also held an annual Fair, and the Village of *Keenagh* particularly, being the Centre of a considerable District, and the Place where Sessions of the Peace are holden, and in which there is a Church attended by a very considerable Congregation, would, it is apprehended, more especially become the Residence of Persons capable of building good Dwelling Houses and Shops therein, and it is therefore desirable, and would be for the Benefit of all Parties interested in said Estates, in order to induce Persons to build good Dwelling Houses, and make other Improvements in said Villages or Towns, that a Power to make Building Leases for Terms not exceeding Ninety-nine Years respectively of Plots of Ground, Portions of said Estates therein, and immediately adjacent thereto, that is to say, within a Circle of Half a Mile in Diameter, the Centre of which Circle shall be as set forth in the Second Schedule to this Act annexed, should be granted to the Owners of said Estates for the Time being: And whereas it is the Custom of the Country, and has been the Custom on the said *New Castle* Estate, and is the general Practice, with but few Exceptions, on the said *Mosstown* Estate, to grant Farming Leases to improving Tenants for a Term of Three Lives or Thirty-one Years: And whereas from Time to Time, on the Occasion of the Expiration of the Leases of Tenants of the said Estates since the Decease of the said *Jane Countess Dowager of Rosse*, it has been found that wealthy and improving Tenants of a superior Class could have been procured for such Farms if the Powers of leasing contained in said Will had been less restricted, but they are averse to contract for or expend Capital to any considerable Extent in building or other permanent Improvements on Farms to be held under Leases for so short a Term as Twenty-one Years, and it would therefore be greatly for the Benefit of the Parties interested under the said recited Will that the Owners of said Estates for the Time being should be empowered to grant Farming Leases on said Estates for any Term of Lives or Years not exceeding Three Lives or Thirty-one Years, in Possession, and not in Reversion, at the best improved Rent, without Fine, or other Consideration in lieu of Fine; but by reason of the Limitations in strict Settlement contained in the said Will of the said *Jane Countess Dowager of Rosse* none of the Objects aforesaid can be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Robert Edward Viscount Lorton*, the Honourable *Laurence Harman King Harman* on behalf of himself and of his infant Sons, the said

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Estates in
the First
Schedule
vested in
Trustees for
Sale.

Mary Cecilia his Wife, and the said *Alexander Hamilton* and *James Johnstone*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act the Towns, Lands, Tenements, and other Hereditaments, late of the said *Jane Countess Dowager of Rosse*, situate in the said Counties of *Longford* and *Westmeath*, and devised by said Will as aforesaid, and more particularly mentioned in the First Schedule to this Act annexed, being Part of the *New Castle* Estate aforesaid, with their and every of their respective Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of all and singular the same Hereditaments, shall be vested in and settled upon, and the same are hereby respectively vested in and settled upon, *Morgan Crofton* of *Abbeyview* in the County of *Roscommon*, and *John Caulfield* of *Benown* in the County of *Westmeath*, Esquires, and their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and every of the Uses, Estates, Trusts, Entails, Remainders, Limitations and Conditions, Powers, Charges, Provisoos, and Declarations, in and by the herein-before recited Will of the said *Jane Countess Dowager of Rosse* limited and declared of or concerning the same Premises respectively (but subject to the existing Leases thereof), upon the Trusts, and to and for the Ends, Intents, and Purposes herein-after expressed and declared of and concerning the same; that is to say, upon Trust that the said *Morgan Crofton* and *John Caulfield*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, so soon as conveniently may be after the passing of this Act, with the Consent in Writing of the said *Laurence Harman King Harman* during his Life, and after his Decease then with the Consent in Writing of the Person or Persons who for the Time being would (if this Act had not been made) be entitled in Possession under or by virtue of the Limitations in the herein-before recited Will of the said *Jane Countess Dowager of Rosse* contained to the Hereditaments to be sold respectively as herein-after mentioned, if such Person or Persons respectively shall be of full Age, but in case such Person or Persons respectively shall be an Infant or Infants, then with the Consent in Writing of the Guardian or Guardians of such Infant or Infants respectively, absolutely sell and dispose of the said Hereditaments and Premises so hereby vested in and settled upon them the said *Morgan Crofton* and *John Caulfield* as aforesaid, with their and every of their Appurtenances, and the Fee Simple and Inheritance thereof, either by public Sale or private Contract, or partly by public Sale and partly by private Contract, and in such Lots and Parcels as may be deemed expedient, and either subject to or discharged from the Rents reserved and payable in respect of the same Hereditaments by virtue of the present or future Leases thereof, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof or of any Part thereof respectively, for the most Money or for the best Price or Prices that can be reasonably had or gotten for the same, and with

with full Power and Authority for the said Trustees or Trustee for the Time being, with such Consent as aforesaid, to buy in the same Premises, or any Part or Parts thereof, at any Sale or Sales by public Auction, and to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale of the said Premises, or any Part or Parts thereof, and to resell in manner aforesaid the said Hereditaments which shall be so bought in, or as to which the Contract or Contracts for Sale shall be so rescinded, without being answerable for any Loss which may be occasioned thereby, and upon Payment, in manner herein-after mentioned, of the Money arising from the said Sale or Sales, do and shall convey and assure the said Hereditaments and Premises so to be respectively sold as aforesaid, with their Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs or Assigns, unto or for such other Uses, Intents, or Purposes as he, she, or they respectively shall direct or appoint in that Behalf, freed, acquitted, exempted, exonerated, and discharged, or subject as aforesaid.

II. And be it further enacted, That all and every the Sums and Sum of Money which shall arise from the Sale or respective Sales to be made in pursuance of this Act of the said Hereditaments and Premises hereby vested in the said *Morgan Crofton* and *John Caulfield* shall be paid by the Person or Persons to whom said Sale or Sales shall be made, without Fee or Reward, into the Bank of *Ireland*, in the Name and with the Privity of the Accountant General of the High Court of Chancery of *Ireland*.

Purchase Monies to be paid into the Bank of Ireland, with Privity of the Accountant General.

III. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *Ireland*, to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *Ireland* by such Purchaser or Purchasers of his, her, or their Purchase Money or Purchase Monies as aforesaid, or an Office Copy or Office Copies thereof, shall be deemed and taken to be a good and sufficient Discharge, or good and sufficient Discharges, to such Purchaser or Purchasers, and to his, her, or their Heirs, Executors, Administrators, or Assigns, for the same or so much thereof as therein respectively shall be expressed to have been paid; and that such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, nor be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

Accountant General's Certificate and Receipt of Cashier a good Discharge for Purchase Money.

IV. And be it further enacted, That the Monies to be paid into the Bank as aforesaid, which shall remain after Payment of the Costs, Charges, and Expenses herein-after directed to be paid thereout, shall with all convenient Speed, upon a Petition to be preferred to the said Court of Chancery in a summary Way by the said *Laurence Harman King Harman* during his Life, and after his Decease by the Person or Persons who under or by virtue of the herein-before recited Will would for the Time being (if this Act had not been

Monies to be laid out, under the Direction of the Court, in the Purchase of Estates in Ireland, to be settled to the Uses of

the Countess
Dowager of
Rosse's Will.

been made) be entitled in Possession to the Rents and Profits of the said Estates hereby vested and settled as aforesaid, if such Person or Persons respectively shall be of full Age, but if such Person or Persons respectively shall be under Age, then by his or her or their Guardian or respective Guardians during his, her, or their Minority or respective Minorities, be laid out and invested, under the Direction of the said Court, in the Purchase of the Freehold and Inheritance or of any determinable Interest in any Lands now held by the said *Laurence Harman King Harman* as Tenant thereof, or of such Freehold or Leasehold Messuages, Towns, Lands, Tenements, or Hereditaments desirable to be held with any of the settled Estates of the said *Laurence Harman King Harman* as shall be approved of by the said Court; and from and immediately after the making of such Purchase or Purchases the Hereditaments so to be purchased shall be respectively conveyed, settled, and assured to, upon, and for the Uses, Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Limitations (save as to the Power of making Leases) to, upon, for, with, and under and subject to which (if this Act had not been made) the said Hereditaments which shall have been sold under and by virtue of this Act would, at the Time of such Sale or Sales respectively, have stood limited and settled, or been subject or liable, or to, upon, for, with, under, and subject to such and so many of the same Uses, Trusts, Intents, and Purposes, Powers, Provisoos, Limitations, and Declarations, as shall be then subsisting undetermined or capable of taking effect, or as near and conformable thereto as may be, and Circumstances will then permit.

Application
of Purchase
Money until
invested in
the Purchase
of Lands.

V. And be it further enacted, That all Sums of Money which shall be paid into the Bank of *Ireland* in manner herein-before directed, or so much as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences, as hereinafter directed, shall, in the meantime and until the same shall be invested in the Purchase of Hereditaments as aforesaid, be from Time to Time laid out, according to the Regulations of the said Court of Chancery in reference to the Investment of Purchase Monies arising from Sales had under Decrees of the said Court, in the Name of the said Accountant General, in the Purchase of Government Three and One Half *per Cent.* Annuities; and that the Dividends and Interest thereof, and the Money to be received for same as they shall be respectively paid off by Government, shall from Time to Time be laid out, in the Name of the said Accountant General, in the Purchase of other the like Three and One Half *per Cent.* Annuities, and shall remain so invested until such proper Purchase or Purchases shall be found and approved of as herein-before directed, and until the same Annuities shall, upon a Petition setting forth such Approbation, to be preferred to the said Court of Chancery in a summary Way by the said *Laurence Harman King Harman*, or such other Person or Persons who for the Time being shall be beneficially entitled in Possession to the Rents and Profits of the Hereditaments to be purchased as aforesaid, or if such Person or Persons shall be under Age, then by his, her, or their Guardian or Guardians, be respectively ordered to be sold by the said Accountant

countant. General for completing such Purchase or Purchases respectively, in such Manner as the said Court shall think fit and direct; and if the Money arising by Sale of the Annuities which shall have been purchased with or have arisen from the Monies produced by the Sale of the said Hereditaments hereby vested in the said *Morgan Crofton* and *John Caulfield* shall exceed the Amount of the original Money so laid out thereon as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as during the Continuance of the Investment in such Securities would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased in case the same had been actually purchased in pursuance of this Act, or the personal Representative or Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

VI. And be it further enacted, That in the meantime and until such Sales shall be made as aforesaid of the said Hereditaments hereby authorized and directed to be sold, they the said *Morgan Crofton* and *John Caulfield*, and the Survivor of them, and the Heirs of such Survivor, shall, from Time to Time as there shall be Occasion, renew all such Leases of the said Lands as shall become renewable under the Covenants therein respectively contained, and shall permit and suffer the Rents and Profits of the said Hereditaments to be had, received, and taken by such Person or Persons as would respectively have been entitled and ought to have held, received, and enjoyed the same in case this Act had not been made.

Leases may
be renewed
until Sale.

VII. And be it further enacted, That it shall be lawful for the Person or Persons who by virtue of the said Will and Codicils of the said *Jane Countess Dowager of Rosse* and this Act, or either of them, shall for the Time being be beneficially entitled as Tenant or Tenants for Life in Possession to the Rents and Profits of the Hereditaments to be affected by the Exercise of this Power, if such Person or Persons shall be of the Age of Twenty-one Years, but if not, then for the Guardian or Guardians for the Time being of such Person or Persons respectively, to demise or lease all or any Part or Parts of the Hereditaments devised by the said Will of the said *Jane Countess Dowager of Rosse*, or to be purchased under the Powers of this Act, subject to all or any of the Trusts of the said Will or this Act, or either of them, to any Person or Persons, for any Term or Estate not exceeding the Term of Three Lives or Thirty-one Years, to be computed from the Date of such Lease, in Possession, and not in Reversion or by way of future Interest; so that upon every such Lease there be reserved and made payable during the Continuance thereof, and to go along with and be incident to the immediate Reversion of the Premises so to be leased, the best and most improved yearly Rent or Rents that at the Time of granting such Lease can or may be reasonably obtained for the same, without taking any Fine, Premium, or Foregift for the making thereof; and so that in every such Lease there be contained a Condition of Re-entry on Nonpayment of the Rent or Rents to be thereby reserved, and a Covenant on the Part of the Lessee or Lessees to pay the same, and so that the Lessee or Lessees named in every such

Power to
grant Farm-
ing Leases.

[Private.]

8 y

Lease

Lease seal and deliver a Counterpart thereof; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste.

Authorizing
the granting
of Building
Leases.

VIII. And be it further enacted, That as to the Villages or Towns of *Keenagh, Barry, and Abbeyshrule* aforesaid, and the Plots of Ground in and immediately adjoining to the said Villages or Towns respectively, it shall be lawful, at any Time or Times after the passing of this Act, for the said *Laurence Harman King Harman*, and after his Decease for the Person or Persons who by virtue of the said Will of the said *Jane Countess Dowager of Rosse* shall for the Time being be beneficially entitled in Possession as Tenant for Life to the Rents and Profits of the Hereditaments to be affected by the Exercise of this Power, if such Person or Persons shall be of the Age of Twenty-one Years, but in case such Person or Persons respectively shall be an Infant or Infants, then to and for the Guardian or Guardians of such Infant or Infants respectively, during the Minority or respective Minorities of the Person or Persons respectively so for the Time being entitled to demise or lease all or any Part or Parts of the Hereditaments comprised in the Second Schedule hereto, subject to all or any of the Trusts of the said Will, to any Person or Persons who shall be willing to take the same, for the Purpose of building or rebuilding any Building or Buildings upon the Premises to be so leased, or any Part thereof, or of effectually repairing any Building or Buildings then standing thereon; with or without Liberty to take down any Building or Buildings then existing upon the same Premises, and to apply the Materials to such Purpose as shall be agreed upon; and with or without Liberty to lay out and appropriate any Part or Parts of the Ground which shall be comprised in any such Lease as or for a Yard or Yards, Garden or Gardens, or any other Convenience, to be held, occupied, or enjoyed with any Building or Buildings so to be built, rebuilt, or repaired; and with or without Liberty to make and lay out any Street or Streets, Road or Roads, and to make Drains, Sewers, or other Easements for the more convenient Enjoyment thereof, and for the Purpose aforesaid to dig, take, and remove Earth, Clay, Stone, and Loam or Gravel, and also for the same Purposes to make Bricks or Tiles to be used in and upon the Premises so to be leased, but not otherwise; and also with any other Power or Powers which may be considered advisable in order to effectuate the Objects of the Parties to such Lease; and also with, under, and subject to such Covenants, Provisoes, and Agreements as from the Nature of the Case may be deemed expedient; so that every such Lease for the Purpose of new building, rebuilding, or repairing be made for any Term or Number of Years not exceeding Ninety-nine Years, and so from Time to Time, in like Manner, to grant a new Lease or new Leases for building, rebuilding, or repairing of the same Premises or any Part thereof, for such Term or Terms respectively as aforesaid; and so that every such Lease shall take effect in Possession, and not in Reversion or by way of future Interest; and so that upon every such Lease there be reserved and made payable, half-yearly or oftener during the Continuance thereof, and to go along with and be incident to the immediate Reversion of the Premises

Premises so to be leased, the best and most beneficial Rent or Rents that at the Time of the granting such Lease (considering the Nature and Circumstances of the Case) can be reasonably obtained for the same, but so nevertheless that a nominal Rent, if the Lessor shall so think fit, may be reserved for the first Two or Three Years of any Term that may be granted under this present Power, without taking any Fine, Premium, or Foregift for the making thereof, the Acceptance of the Surrender of any existing Lease not being considered in the Nature of a Fine, Premium, or Foregift; and so that in every such Lease there be contained Covenants by the Lessee or Lessees to pay the Rent or Rents to be thereby reserved, and also to pay all Taxes, Charges, Assessments, and Impositions affecting or to affect the Premises therein comprised (except the Rent-charge payable in lieu of Tithe Composition in respect of the said Premises), and also to build, rebuild, and effectually repair the Building or Buildings which at the Time of the Execution of such Lease may be agreed to be so built, rebuilt, and repaired, and also to maintain and keep every such Building in good Repair, and at the End or sooner Determination of the Term by such Lease granted to surrender quietly and without Delay the Premises therein comprised, and to leave in good Repair the Building or Buildings therein covenanted to be built, rebuilt, or repaired; and so that in every such Lease there be also contained a Condition of Re-entry on Nonpayment of the Rent or Rents to be thereby reserved, or on Nonperformance of the Covenants, Provisoes, or Conditions to be therein contained, on the Part of the Lessee or Lessees; and so that the Lessee or Lessees named in every such Lease seal and deliver a Counterpart thereof; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized.

IX. Provided always and be it further enacted, That it shall be lawful at any Time or Times after the passing of this Act for the Person and Persons by this Act authorized to grant a Lease or Leases respectively to enter into any Contract or Contracts in Writing for granting any Lease or Leases authorized by the Powers herein-before contained, or any of them, for the Purposes of building, rebuilding, or repairing, and to agree, when and as any Ground, or Building or Buildings, so contracted to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, to demise and lease all or any Part or Parts of the Ground, or Building or Buildings, mentioned in any such Contract, to the Person or Persons contracting to take the same, or his, her, or their Executors, Administrators, or Assigns, or Nominee or Nominees, during the Residue of the Term or Terms to be specified in such Contract, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents to be specified in such Contract, as shall be thought proper: Provided always, that in every such Contract there shall be inserted a Condition for vacating the same, or for Re-entry into such Part or Parts of the Premises therein comprised as shall not be built upon, rebuilt, or repaired respectively in the Manner therein stipulated,

Power to enter into Contracts for the granting of such Leases.

Contract to be void in case Buildings are not erected

within rea-
sonable
Time.

lated, within a reasonable Time, to be therein appointed for that Purpose, and also a Provision that the Person or Persons to whom a Lease or Leases ought to be granted pursuant to such Contract shall accept such Lease or Leases, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same within a reasonable Time to be appointed by such Contract, or that in default thereof, but without prejudice to the Right to enforce the Performance of such Contract, or to any Action for the Breach thereof, such Contract may be declared to be void by any Writing under the Hand of the Person who contracted to grant such Lease, or the Person then bound to grant the same, and such Contract shall thereupon become void: Provided also, that every Lease which shall be granted as aforesaid in pursuance or in consequence of a previous Contract, and not being inconsistent with the Provisions of this Act, shall be deemed to be duly granted, although such Contract shall not in all respects have been duly observed, and that after any such Lease shall have been executed the Contract for the same shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of such Lease.

Power to
vary Agree-
ment.

X. And be it further enacted, That when and so often as any Contract for a Lease shall have been entered into as aforesaid it shall be lawful for the Person or Persons herein-before authorized to grant any such Lease as aforesaid, at any Time or Times thereafter, to enter with the other Party or Parties to such Contract into any new Covenant or Covenants, Agreement or Agreements, by way of Addition to or Explanation or Alteration of all or any of the Covenants or Agreements in such Contract to be contained, or to release the Person or Persons with whom such Contract shall have been entered into, and his, her, or their Heirs, Executors, Administrators, or Assigns, from the Observance of all or any Part thereof, and to substitute (if it shall be thought expedient) any new Covenant or Covenants, Agreement or Agreements, instead of the Part or Parts of such Contract which shall be so released, or to accept a Surrender of all or any Part of the Hereditaments comprised in such Contract, which Hereditaments so surrendered may be leased or contracted to be leased, and afterwards leased, under the Powers herein contained, as if no Contract for leasing the same had previously been entered into: Provided always, that nothing herein contained shall be taken to authorize any Covenant or Agreement inconsistent with the Provisions of this Act, or to authorize the Release of any Covenant, Proviso, or Agreement herein-before specifically directed to be inserted in any Lease or Contract for a Lease to be made or entered into by virtue of this Act, unless such Lease or Contract be absolutely surrendered.

When Pos-
session of
Premises
resumed,
Power to
grant new
Lease.

XI. And be it further enacted, That when and so often as Possession of any Hereditaments to be comprised in any such Lease or Contract for a Lease as aforesaid shall be resumed or recovered by virtue of the Condition of Re-entry in such Lease or Contract to be contained, or when and so often as any such Contract shall have become void as aforesaid, the Premises whereof Possession shall be so resumed or recovered may be leased or contracted to be leased,
and

and afterwards leased, under the Powers herein contained, as if no Lease or Contract for a Lease of the same had been previously made or entered into.

XII. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such Order or Orders as the said Court shall think fit, for taxing and settling the Costs, Charges, and Expences which shall have been incurred preparatory to and in applying for and obtaining and passing this Act, and in making the several Applications to the said Court in pursuance thereof, and in making and completing the Sales hereby authorized, and investing all or any of the Monies paid into the Bank as aforesaid in the Purchase of Lands and Hereditaments as aforesaid, and settling the same Manors, Lands, and Hereditaments according to the Directions herein-before contained, and otherwise in carrying the Trusts and Purposes of this Act into complete Execution; and also from Time to Time to make such Orders as the Court shall think fit for the Payment of all such Costs, Charges, and Expences as aforesaid, out of the Monies which shall arise from said Sales under this Act, and which shall be so paid into the Bank as aforesaid, or out of the Money arising from the Sale of the Annuities to be purchased as aforesaid; and it shall be lawful for the said Court of Chancery to make such further Order or Orders in relation to the Premises as the said Court shall think fit.

Court to make Orders for Taxation and Payment of Costs.

XIII. Provided always, and be it further enacted, That in case the said *Morgan Crofton* and *John Caulfield*, or either of them, or any future Trustee or Trustees who shall be appointed as herein-after mentioned, or their or any of their Heirs or Assigns, shall die, or be desirous to be discharged from or refuse or decline or become incapable to act in the Trusts hereby created, or shall go to reside out of *Ireland*, before the said Trusts shall be fully performed and executed, then and in any such Case it shall be lawful for the said Court of Chancery, in a summary Way, on Petition to be preferred by the said *Laurence Harman King Harman*, or by the Person or Persons who for the Time being under or by virtue of the Limitations contained and expressed in the herein-before recited Will shall be beneficially entitled in possession of the Rents and Profits of the Hereditaments hereby made saleable as aforesaid (if such Person or Persons shall be of full Age, but if such Person or Persons be under Age, then by his, her, or their Guardian or respective Guardians, during his, her, or their Minority or respective Minorities), to appoint any Person or Persons named by the said Court to be a Trustee or Trustees in the Room or Stead of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming unable to act, or going to reside out of *Ireland*, as aforesaid, and thereupon all the Trust Estates, or such of them as shall remain unsold, shall with all convenient Speed be conveyed and transferred in such Sort or Manner as to become legally and effectually vested in such new Trustee or Trustees solely, or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the same Trusts and for the same Intents

Power to appoint new Trustees.

[Private.]

8 2

and

and Purposes as are herein declared of and concerning the same, or such of them as shall be then subsisting or capable of taking effect, and such new Trustee and Trustees shall to all Intents, and Effects, Constructions, and Purposes whatever, have all the Powers and Authorities of the Trustee or Trustees in whose Room or Stead he or they shall be so substituted or appointed.

Act not
to affect
Robert King
until his Con-
sent is ob-
tained.

XIV. And whereas the said *Robert King* is now in *Italy*, and his Consent to this Act has not been proved; be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against the said *Robert King*, or his infant Children, or against any Person or Persons claiming by, from, through, or under him or them, until the said *Robert King* shall signify his Consent to this Act by Writing under his Hand, attested by One or more Witness or Witnesses, and such Writing shall be enrolled in Her Majesty's Court of Chancery in *Ireland* within Two Years after the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Robert King* and his infant Children, and all and every Persons and Person claiming or to claim by, from, through, or under him or them, as if such Consent had been obtained and proved before the passing of this Act, and such Consent may be given in the Form or to the Effect following; namely,

' I of do hereby, on behalf of myself and my
' infant Children, consent to an Act of Parliament passed in the
' Year of the Reign of Queen *Victoria*, intituled *An*
' Act [here set forth the Title of this Act]. Given under my Hand
' the Day of in the Year of
' our Lord One thousand eight hundred and .

General
Saving.

XV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors; and to the Lady *Isabella King* and *Ellen M'Connell*, Annuitants in said Will named; and the Right Honourable Baron *Lefroy*, in said Will also named; and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, other than and except the said *Robert Edward* Lord Viscount *Lorton* and *Alexander Hamilton* Esquire, and the Survivor of them, and the Heirs and Assigns of such Survivor; the Honourable *Laurence Harman King Harman*, *Mary Cecilia* his Wife, their Executors, Administrators, and Assigns; the said *James Johnstone* Esquire, his Executors, Administrators, and Assigns; and *Edward Robert Harman* and *Wentworth Henry Harman*, and all and every other the Son and Sons of the Body of the said *Laurence Harman King Harman*, and the Heirs Male of their respective Bodies; the Second and younger Sons of the said *Robert King* hereafter to be born, and the Heirs Male of their respective Bodies; the said *Jane Lefroy*, her Son and Sons hereafter to be born, and the Heirs Male of their respective Bodies; the said *Anthony Lefroy* and *Morgan Crofton*, and the Survivor of them, and the Executors and Administrators of such Survivor; the Daughter and Daughters of the said *Robert King*,

King, Laurence Harman King Harman, and Jane Lefroy, now born or hereafter to be born, and their Descendants; the said *William Earl of Rosse*, in the said Will described as Lord Viscount *Oxmantown*, his First and other Sons, and the Heirs Male of their respective Bodies, so far as respects any Estate or Interest to be derived by him or them under the said recited Will of the said Countess Dowager of *Rosse* deceased, but no further or otherwise; the said *Laurence Parsons*, his First and other Sons, and the Heirs Male of their respective Bodies, so far as respects any Estate or Interest to be derived by him or them under the said Will, but no further or otherwise, and all and every other Persons and Person having or claiming, or who shall or may have or claim, any Estate, Charge, Right, Title, or Interest in, to, out of, or upon the said Hereditaments under or by virtue of the said Will of the said *Jane* Countess Dowager of *Rosse* deceased, or any Part or Parts thereof, and also other than and except the right Heirs of the said Countess Dowager of *Rosse*, all such Estates, Rights, Titles, and Interests of, in, to, or out of the said Hereditaments as they, every or any of them, had before the passing of this Act, or would or might have had or enjoyed in case this Act had not been passed.

XVI. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them, shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

FIRST SCHEDULE to which the foregoing Act refers.

Nos.	Barony.	Denominations.	Lessors.	Lessees.	Date of Lease.	Term.	Rent reserved, late Currency, exclusive of Fees, Duties, and Penalties.	Rent reserved, present Currency, exclusive of Fees, Duties, and Penalties.	Contents, late Irish Plantation Measure.
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FIRST PART.—In the County of Westmeath.

							£ s. d.	£ s. d.	A.	R.	P.
1	Delvin	The Town and Lands of Bracklin and Ballymophry.	Fra ^s Harman.	Tho ^s Featherston.	5 Dec ^r 1747.	Lives renewable for ever.	270 0 0	249 4 7	800	0	0
2	Kilkenny, West	The Town and Lands of High Baskin and Cornasanagh.	Anth ^r Sheppard	Tho ^s Prendergast.	6 Jan ^r 1728.	Ditto	100 0 0	92 6 2	337	2	0
3	Ditto	The Town and Lands of Low Baskin and Middle Baskin.	Fra ^s Harman.	Rich ^d Featherstone.	18 March 1748.	Ditto	78 8 0	72 7 4	300	0	0
4	Ditto	The Town and Lands of Noughaval and Lisaquil, with the Mill commonly called Anthony's Mill and Clogher.	Ditto.	Will ^m Dawson.	20 Oct ^r 1747.	Ditto	216 2 9	199 10 8	Unascertained.		
5	Rathcondra	Part of the Lands of Upper Cloncullen	Ditto.	Henry Montford	21 Oct. 1748.	Ditto	75 0 0	69 4 7½	Ditto		
6	Kilkenny, West	Part of the Lands of Ballykeeran.	-	Tho ^s Stubbs.	-	-	31 8 4	29 0 0	18	1	15
7	Rathcondra	Part of the Lands of Cloncullen.	-	Tho ^s Lennon.	-	-	53 2 6	49 0 9	42	2	5
8	Ditto	Part of the Town and Lands of Cloncullen.	-	W ^m Ashe.	-	-	170 0 0	156 18 5½	146	0	0

SECOND PART. — In the County of Longford.

Nos.	Barony.	Town-land.	Occupiers.	Yearly Rent, late Currency.			Yearly Rent, present Currency.			Contents, late Irish Plantation Measure.		
				£	s.	d.	£	s.	d.	A.	R.	P.
9	Granard	Part of the Lands of Smear	Represent ^s of Joseph Hill	40	0	0	36	18	5½	56	0	37
10	Ditto	Ditto	John Brady - - -	5	12	7½	5	3	11¾	6	2	20
11	Ditto	Ditto	Represent. of Michael Brady	11	5	3	10	7	11¼	13	1	0
12	Ditto	Ditto	Represent. of Elizabeth and Michael Connel	4	18	3¼	4	10	8¾	6	2	8¼
13	Ditto	Ditto	Patrick Cullum - - -	3	9	4	3	4	0	3	0	7½
14	Ditto	Ditto	Owen Doyle sen ^r - - -	4	18	3½	4	10	8¾	6	2	6½
15	Ditto	Ditto	Owen Doyle jun ^r - - -	4	18	3½	4	10	8¾	6	2	8¼
16	Ditto	Ditto	Philip Doyle - - -	4	15	7½	4	8	3½	6	1	20
17	Ditto	Ditto	Rep ^s of James Duggan - -	10	1	4	9	5	10¼	11	3	15
18	Ditto	Ditto	Phillip Ginty - - -	2	8	11½	2	5	2½	3	1	2½
19	Ditto	Ditto	Anne Kiernan - - -	4	15	10½	4	8	6¼	9	2	13
20	Ditto	Ditto	Edward Kiernan - - -	1	11	11½	1	9	6¼	3	0	31¼
21	Ditto	Ditto	John Kiernan sen ^r - - -	8	2	0	7	9	6½	9	0	0
22	Ditto	Ditto	John Kiernan jun ^r - - -	14	10	0	13	7	8¼	12	3	0
23	Ditto	Ditto	James Kiernan - - -	10	7	11½	9	12	0	9	0	22
24	Ditto	Ditto	Rep ^s of Hugh James Patrick and Michael McCabe	9	15	11¾	9	0	11	13	0	10
25	Ditto	Ditto	John McDonnell - - -	2	18	1½	2	13	8	4	3	15
26	Ditto	Ditto	Richard McGee - - -	2	8	11½	2	5	2¾	3	1	2½
27	Ditto	Ditto	Owen McGee - - -	3	17	3	3	11	3½	5	0	25
28	Ditto	Ditto	Michael McKiernan - - -	9	9	10½	8	15	3¼	23	2	37
29	Ditto	Ditto	Rep ^s of William Masterson	10	16	0	9	19	4¾	12	0	0
30	Ditto	Ditto	John Masterson - - -	5	8	0	4	19	8¼	6	0	0
31	Ditto	Ditto	Patrick Mulligan - - -	2	18	1½	2	13	8	4	3	15
32	Ditto	Ditto	James Mulstay - - -	5	18	8	5	9	6¾	7	3	26
33	Ditto	Ditto	Bartholomew Mulstay - -	3	5	6½	3	0	6	4	1	19
34	Ditto	Ditto	Bridget Mulstay - - -	1	10	0	1	7	8¼	2	0	0
35	Ditto	Ditto	Michael Mulstay - - -	5	5	0	4	16	11¼	7	0	0
36	Ditto	Ditto	John Pratt - - -	4	1	0	3	14	9¼	4	2	0
37	Ditto	Ditto	John Quinn - - -	5	1	1½	4	13	4¼	8	1	28
38	Ditto	Ditto	Francis Reilly - - -	10	8	0	9	12	0	13	0	0
39	Ditto	Ditto	John Reilly - - -	4	13	11	4	6	8½	7	0	36
40	Ditto	Ditto	Rep ^s of Mary Reilly - - -	5	12	4	5	3	8½	9	1	17¾
41	Ditto	Ditto	Catherine Reilly - - -	5	12	4	5	3	8½	9	1	17¾
42	Ditto	Ditto	Thomas Reilly sen ^r - - -	5	12	4	5	3	8½	9	1	17¾
43	Ditto	Ditto	Patrick Smith - - -	6	2	3	5	12	10¼	13	2	13
44	Ditto	Ditto	Represent ^{ves} of William Sheridan	19	12	0	18	1	10¼	17	0	0
45	Ditto	Ditto	Henry Warrington - - -	2	18	1½	2	13	8	4	3	15
46	Ditto	Ditto	John Job - - -	5	10	7	5	2	2	not ascertained.		
47	Ditto	Ditto	Patrick Kiernan - - -	14	16	7¾	13	13	10	"	"	"
48	Ditto	Ditto	Richard McCoy - - -	26	8	10¼	24	8	2	"	"	"
49	Ditto	Ditto	Patrick Masterson - - -	3	12	5	3	6	10	"	"	"
50	Ditto	Ditto	John Maguire - - -	10	6	9	9	10	10	"	"	"
51	Ditto	Ditto	Patrick and William Mulligan	15	0	6½	13	17	5	"	"	"
52	Ditto	Ditto	Patrick Quinn - - -	1	18	3	1	15	4	"	"	"

[Private.]

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Nos.	Barony.	Townland.	Occupiers.	Yearly Rent, late Currency.			Yearly Rent, present Currency.			Contents, late Irish Plantation Measure.		
				£	s.	d.	£	s.	d.	A.	R.	P.
53	Ditto	Part of the Lands of Crott	John Connor - - -	6	5	5½	5	15	9¾	13	3	30
54	Ditto	Ditto	Michael Doyle - - -	5	0	3½	4	12	7	11	0	23
55	Ditto	Ditto	Patrick Doyle - - -	3	15	2	3	9	4¼	8	1	17
56	Ditto	Ditto	Owen Kiernan - - -	24	14	0	22	16	0	30	0	0
57	Ditto	Ditto	Patrick McCormick - - -	8	2	6	7	10	0	10	0	25
58	Ditto	Ditto	Daniel and Philip Mulligan	35	7	1	32	12	8¼	73	1	33
59	Ditto	Ditto	William and Edward Mulligan	22	12	11	20	18	1	33	1	34
60	Ditto	Ditto	John Mulstay - - -	13	2	6	12	3	3¾	20	0	0
61	Ditto	Ditto	Francis Sheridan - - -	14	6	0	18	4	0	21	1	25
62	Ditto	Ditto	Patrick Reilly sen ^r - - -	6	10	0	6	0	0	10	0	0
63	Ditto	Ditto	Owen Victory - - -	12	2	0	11	3	4¾	15	0	20
64	Ditto	Ditto	Daniel Kiernan - - -	10	10	0	9	13	10	unascertained.		
65	Ditto	Ditto	Messrs. Reilly and Duffy - - -	28	7	0	26	3	4	"	"	"
66	Ditto	Part of the Lands of Crott and Smear	Owen Brady - - -	14	11	9½	13	9	4	19	1	32
67	Ditto	Ditto	Patrick McKeon - - -	7	5	10¾	6	14	8¼	9	2	36
68	Ditto	Ditto	Thomas Masterson - - -	6	9	3	5	19	3¾	9	0	37½
69	Ditto	Ditto	Patrick Reilly jun ^r - - -	10	9	3½	9	13	2½	16	0	16
70	Ditto	Part of the Lands of Ag- haga	James Duffy - - -	23	0	0	21	4	7½	60	0	0
71	Ditto	Ditto	Rep ^s of Phelim and Pa- trick Duffy	27	0	0	24	18	5½	80	0	0
72	Long- ford	Part of the Lands of Kilna- carrow	Joseph Parks - - -	-	-	-	73	16	10			
73	Ditto	Ditto	Rep ^s of George Hamilton*	-	-	-	65	18	0			
74	Moydow	Part of the Lands of Bally- drum	Joseph Campbell - - -	8	10	1	7	17	0	13	1	6
75	Ditto	Ditto	John Carey - - -	5	9	5	5	1	0	11	1	38
76	Ditto	Ditto	Abraham Payne - - -	8	10	1	7	17	0	11	0	25
77	Ditto	Ditto	James Ross - - -	8	10	1	7	17	0	11	0	36
78	Ditto	Part of the Town and Lands of Grillagh	David Moffatt - - -	20	9	0	18	17	6½	27	0	20
79	Ditto	Ditto	Robert Preston - - -	20	11	8	19	0	0	30	0	0
80	Ditto	Ditto	Robert Shaw - - -	21	0	0	19	7	8¼	33	1	35
81	Rathcline	Part of the Lands of Derry- geel	Rep ^s of Thomas Doonegan	20	5	10	18	14	7½	19	1	13
82	Ditto	Ditto	William Gerraghty - - -	14	14	0	13	11	4½	14	0	0
83	Ditto	Ditto	Rep ^s of Andrew Murray	14	14	0	13	11	4½	14	0	0
84	Ditto	Ditto	Rep ^s of Hugh McGrath	14	14	0	13	11	4½	14	0	0

* The Lease of No. 73. has lately expired, and the Land is about to be set at an increased Rent.

ARTHUR HILL GRIFFITH,
Land Agent to the Estate.

SECOND SCHEDULE to which the foregoing Act refers.

The Town of Keenagh, situate on the said Mosstown Estate, and the Plots of Ground (Portions of said Estate) therein and immediately adjacent thereto, that is to say, within a Circle of Half a Mile in Diameter, the Centre of which Circle shall be Keenagh Bridge.

The Town of Abbeyshrule, situate on the said New Castle Estate, and the Plots of Ground (Portions of said Estate) therein and immediately adjacent thereto, that is to say, within a Circle of Half a Mile in Diameter, the Centre of which Circle shall be the Canal Bridge of Abbeyshrule.

The Town of Barry, situate on the said New Castle Estate, and the Plots of Ground (Portions of said Estate) therein and immediately adjacent thereto, that is to say, within a Circle of Half a Mile in Diameter, the Centre of which Circle shall be the Cross Roads at the Southern Extremity of the Town of Barry.

ARTHUR HILL GRIFFITH,

Land Agent of the Estate.

